

**AGENDA**  
**REGULAR MEETING OF THE AMES CITY COUNCIL**  
**COUNCIL CHAMBERS - CITY HALL**  
**APRIL 9, 2019**

**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.

**PROCLAMATIONS:**

1. Proclamation for “Bev Kruempel Making Democracy Work Day,” April 13, 2019
2. Proclamation for “National Boys & Girls Club Week”, April 8-12, 2019
3. Proclamation for “Eco Fair Day,” April 20, 2019
4. Proclamation for “Fair Housing Month,” April 2019

**PRESENTATION:**

5. Presentation of “The Home for Everyone” Award by Ames Human Relations Commission

**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.

6. Motion approving payment of claims
7. Motion approving Minutes of Regular Meeting held March 26 , 2019
8. Motion approving Report of Contract Change Orders for March 16-31, 2019
9. Motion approving ownership change for Class E Liquor License for Kum & Go #200, 4510 Mortensen Road
10. Motion approving ownership change for Class E Liquor License for Kum & Go #216, 203 Welch Ave.
11. Motion approving ownership change for Class E Liquor License for Kum & Go #214, 111 Duff Ave.
12. Motion approving ownership change for Class E Liquor License for Kum & Go #227, 2108 Isaac Newton Drive
13. Motion approving ownership change for Class E Liquor License for Kum & Go #113, 2801 E. 13<sup>th</sup> Street
14. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
  - a. Class C Liquor License with Outdoor Service and Sunday Sales - Brick City Grill, 2704 Stange Road
  - b. Class C Liquor License with Sunday Sales - Cinemark Movies 12, 1317 Buckeye Ave.

- c. Class B Liquor License with Sunday Sales - Radisson Ames, 2609 University Blvd.
  - d. Special Class C Liquor License with Sunday Sales - Smokin Oak Wood-Fired Pizza, 2420 Lincoln Way, Ste. 101
  - e. Class C Liquor License with Catering, Outdoor Service and Sunday Sales - Cyclone Experience Network, 1705 Center Drive - Hilton Coliseum
  - f. Class C Liquor License with Catering, Outdoor Service and Sunday Sales - Perfect Games Inc., 1320 Dickinson Ave.
  - g. Class C Liquor License with Outdoor Service and Sunday Sales - Provisions Lot F, 2400 North Loop Drive
  - h. Special Class C Liquor License with Class B Native Wine - Szechuan House, 3605 Lincoln Way
15. Request from Kappa Sigma for Ash Ave. Celebration on Saturday, April 20:
- a. Motion approving blanket Temporary Obstruction Permit
  - b. Motion approving blanket Vending License
  - c. Resolution approving waiver of Vending License fee
  - d. Resolution closing Ash Avenue between Gable Lane and Sunset Drive from 11:30 a.m. to 5:30 p.m.
16. Request from Mary Greeley Medical Center for Hope Run on Saturday, June 15:
- a. Resolution approving blanket Temporary Obstruction Permit
17. Request from Campustown Action Association for Summerfest in Campustown on Saturday, June 1:
- a. Motion approving a 5-day Class B Beer License and Outdoor Service for A&R Marketing, Inc (June 1) at 217 Welch Ave.
  - b. Motion approving blanket Temporary Objection Permit
  - c. Motion approving blanket Vending License
  - d. Resolution approving waiver of Vending License fee
  - e. Resolution approving closure of the 200 block of Welch Avenue and Chamberlain Street between Welch Avenue and the Chamberlain Lot Y exit, Welch Lot T, and Chamberlain Lot Y between 7:00 a.m. and 10:00 p.m.
  - f. Resolution approving closure of parking spaces in the 200 block of Welch Avenue, on Chamberlain Street between Welch Avenue and the Chamberlain Lot Y exit, Welch Lot T, and Chamberlain Lot Y between 7:00 a.m. and 10:00 p.m.
  - g. Resolution approving waiver of parking meter fees
  - h. Resolution authorizing access to City-owned electrical outlets and approving a waiver of fees for the electricity used
18. Resolution setting date of public hearing for sale of City-owned properties at 1228 Stafford Avenue and 3305 Morningside Street
19. Iowa State University Research Park Phase IV Improvements Project:
- a. Resolution approving Professional Services Agreement with Shive Hattery, Inc., for design services for the Iowa State University Research Park Phase IV Improvements Project
  - b. Resolution approving Revitalize Iowa's Sound Economic (RISE) Grant Agreement for ISU Research Park Phase IV Improvements (Collaboration Place & South Riverside Drive)
  - c. Resolution authorizing release of Letter of Credit being held for public improvements, which are now being funding by an Economic Development Administration grant and RISE Grant

20. Resolution approving Water Quality Initiative Urban Conservation Demonstration Project Funding Agreement with Iowa Department of Agriculture and Land Stewardship for the Campustown Public Improvements (Welch Avenue) in the amount of \$100,000
21. Resolution awarding contract to Ames Ford of Ames, Iowa, for the purchase of four 2019 Ford Ranger pickups for \$93,982.48
22. Resolution approving contract and bond for 2019 Pavement Improvements - CyRide Bus Turnarounds
23. Resolution approving contract and bond for CyRide Bus Wash Renovation
24. Resolution approving contract and bond for Unit 7 Boiler Repair Project
25. Resolution approving Change Order to Palmer Group of Des Moines, Iowa, for temporary clerical support for the City Manager's Office
26. Resolution approving Change Order No. 2 to Sargent & Lundy, LLC for additional engineering services for the Repair of RDF Storage Bin

**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:**

27. Update regarding Healthy Life Center

**PLANNING & HOUSING:**

28. Resolution replacing current Development Agreement related to the rezoning of the Regional Mall site on E. 13<sup>th</sup> Street

**PUBLIC WORKS:**

29. Staff Report on 14<sup>th</sup> Street sidewalk in-fill request
30. Discussion on Small Cell Wireless Facilities in the Right-of-Way

**HEARINGS:**

31. Hearing on vacation of Traffic Signal Easement at 101 Hyland Avenue:
  - a. Resolution approving vacation of Traffic Signal Easement
32. Hearing on 2017/18 Storm Water Erosion Control (Kinyon Clark):
  - a. Resolution approving final plans and specifications and awarding contract to Keller Excavating, Inc., in the amount of \$186,578.10
33. Hearing on 2017/18 Shared Use Path Maintenance Program - Daley Park:
  - a. Resolution approving final plans and specifications and awarding contract to Manatt's Inc., in the amount of \$95,025.50
34. Hearing on 2017/18 Shared Use Path Maintenance Program - Stange Road:
  - a. Resolution approving final plans and specifications and awarding contract to Manatt's Inc., in the amount of \$129,901.79

**ORDINANCES:**

35. First passage of ordinance amending Chapter 14 of the *Ames Municipal Code* to eliminate the investigative function of the Human Relations Commission
36. Second passage of ordinance to allow properties to increase the number of occupants by completing the Code requirements to make a room with a legally existing egress window a Code-compliant bedroom
37. Third reading and adoption of ORDINANCE NO. 4382 adjusting water rates by 7%, effective July 1, 2019
38. 1114 South Dakota Avenue:
  - a. Resolution approving Zoning Change Agreement for 1114 South Dakota Avenue
  - b. Third passage and adoption of ORDINANCE NO. 4383 rezoning 1114 South Dakota Avenue from Community Commercial/Residential (CCR) to Community Commercial/Residential (CCR) with revised Master Plan

**DISPOSITION OF COMMUNICATIONS TO COUNCIL:**

**COUNCIL COMMENTS:**

**CLOSED SESSION:**

39. Motion to hold Closed Session as provided by Section 20.17(3), Code of Iowa, to discuss collective bargaining strategy:
  - a. Resolution ratifying contract with IUOE, Local 234 - Blue Collar Unit

**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 MEETING OF THE AMES AREA  
METROPOLITAN PLANNING ORGANIZATION  
TRANSPORTATION POLICY COMMITTEE AND  
REGULAR MEETING OF THE AMES CITY COUNCIL**

**AMES, IOWA**

**MARCH 26, 2019**

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

The Ames Area Metropolitan Planning Ordinance (AAMPO) Transportation Policy Committee meeting was called to order by Ames Mayor and voting member John Haila at 6:00 p.m. on the 26th day of March, 2019, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Other voting members present were: Bronwyn Beatty-Hansen, City of Ames; Gloria Betcher, City of Ames; Amber Corrieri, City of Ames; Tim Gartin, City of Ames; David Martin, City of Ames; Juan Bibiloni, Transit; Bill Zinnel, Boone County Supervisor; and Lauris Olson, Story County. J Popp, Gilbert; and Chris Nelson, City of Ames, were absent.

CyRide Transportation Planner Sheri Atwood; District Planner for IDOT Andy Looi; City of Ames Transportation Planner Tony Filippini; and the AAMPO Administrator and Ames Public Works Director John Joiner were also present.

**ANNUAL SELF-CERTIFICATION FOR FY 2020:** City of Ames Public Works Director John Joiner stated the certification is an annual requirement that they certify every year.

Moved by Bibiloni, seconded by Gartin, to approve the Annual Self-Certification for FY 2020. Vote on Motion: 9-0. Motion declared carried unanimously.

**FTA TITLE VI PROGRAM:** City of Ames Transportation Planner Tony Filippini stated the MPO brought the Program to the Committee to be considered in September and it was sent to the Iowa Department of Transportation. In December, they received a request to address some items and resubmit it. The document has been reorganized to match the DOT reviewer's format to help ensure all items are easily identifiable by the compliance officer at the DOT. They have also updated the notice to the public to include instructions on how to get more information and have added analysis of all transportation projects, not just transit-related projects, as was done previously. The analysis report now includes all projects that receive funding through the MPO.

Story County Supervisor Lauris Olson asked for clarification for Part C of the Public Participation Plan that has acknowledgments with a date of 2019. Mr. Filippini said it reflects when the Plan was adopted in 2016. When they do a Public Participation Plan in 2019, they will update the full roster of both Committees and staff to accurately reflect that.

Moved by Betcher, seconded by Olson, to approve the FTA Title VI Program for submission to the

Iowa Department of Transportation.

Vote on Motion: 9-0. Motion declared carried unanimously.

**TRANSIT ASSET MANAGEMENT TARGETS:** Mr. Filippini explained in September, CyRide had provided the MPO with their approved Asset Management Plan which approves a four-year target for the required management of Transit assets. This was reviewed in late 2017 when they set initial Transit Asset Management targets. Since then, a plan has been produced by CyRide. Tonight, they are looking to adopt those targets as part of the MPO planning process. The Transit targets consist of measuring the proportion of buses and shop vehicles that exceed the Useful Life Benchmark and portions of facilities that exceed a three in the term scale developed by the FTA where one is poor and five is excellent condition.

Moved by Bibiloni, seconded by Olson, to approve the Transit Asset Management Targets.

Vote on Motion: 9-0. Motion declared carried unanimously.

**AMENDMENT TO 2019-2022 TRANSPORTATION IMPROVEMENT PROGRAM:** Transportation Planner Tony Filippini said this is a single amendment to some language regarding performance measures in the MPO planning process. When this was originally approved last July, the MPO had not yet taken action on pavement and bridge measures as well as system performance and freight. In September, the MPO Policy Committee took action to support both of those sets of state targets. Since then the State of Iowa has provided updated language to put in the Transportation Improvement Program that accurately shows and talks about how the MPO is supporting the state targets in the four different areas. The updated language is being updated tonight to be in compliance and will put them in keeping with the National Performance Measurement requirement.

Moved by Zinnel, seconded by Bibiloni, to set May 28, 2019, as the date of public hearing regarding the Amendment to 2019-2022 Transportation Improvement Program.

Vote on Motion: 9-0. Motion declared carried unanimously.

**DRAFT FY 2020 TRANSPORTATION PLANNING WORK PROGRAM:** Mr. Filippini discussed the Work Program. This contains all the original transportation planning activities that are to be performed by the MPO using the planning dollars that are allocated to them. The MPO is responsible for performing federally required activities, such as long-range planning and project programming. This is an agreement between the MPO and the state and federal partners of what are allowable expenses and activities. This Program begins July 1, 2019. A significant activity will be the continued development of the Long-Range Transportation Plan along with normal activities of producing the Transportation Improvement Program and other comprehensive activities. This draft will be put on the Website for the public to review. Comments received will be presented at the public hearing on May 28.

Moved by Olson, seconded by Betcher, to approve the Draft FY 2020 Transportation Planning Work Program and set May 28, 2019, as the date of public hearing.

Vote on Motion: 9-0. Motion declared carried unanimously.

**FY 2020-2024 PASSENGER TRANSPORTATION PLAN (PTP):** CyRide Transportation Planner Shari Atwood advised the Passenger Transportation Plan is a required document between transportation providers and local health/human service agencies within the Ames Community. The MPO has been approving these Plans since March of 2007. This document is now required every five years as opposed to annually as before. This current Plan has been modified three different times since the last five-year Plan update in March of 2014. This document is a full plan document that has updated the five sections: introduction and process, inventory and process discussion, coordination issues, priorities and strategies, and funding mechanisms that can be utilized for transportation with the Ames metropolitan area. The document requires that any Section 5310 funding or elderly and disabled funding be within this document in order to get grant approval. The 5310 projects are identified in the packets as the Dial-Ride services for CyRide, the customer service portal that HIRTA uses, shelter improvements, small light-duty replacement and expansion vehicles, van replacement and expansion vehicles, and automated vehicle annunciator technology. The projects were recommended by the Human Services Council in January to be taken to the MPO for formal approval. The DOT reviewed the document in February and provided no comments. The Plan went to the Technical Committee on March 14, and it offered no changes to the document. They are now asking the Policy Committee to approve the PTP for submission to the DOT and the Federal Transportation Administration by May 1, 2019.

Moved by Beatty-Hansen, seconded by Bibiloni, to approve the FY 2020-2024 Passenger Transportation Plan.

Vote on Motion: 9-0. Motion declared carried unanimously.

**DESIGNATION OF AAMPO REPRESENTATIVES TO CENTRAL IOWA REGIONAL TRANSPORTATION PLANNING ALLIANCE FOR AMES AREA METROPOLITAN PLANNING ORGANIZATION:** Transportation Planning activities were carried out through the Central Iowa Regional Transportation Planning Alliance prior to their designation as an MPO. They are still within that region, so they are now advisory members of these committees. This is the annual designation of who their representatives will be.

Moved by Gartin, seconded by Olson, to adopt RESOLUTION NO. 19-089 appointing the following to serve as representatives of the AAMPO on the Central Iowa Regional Transportation Planning Alliance committees:

1. TPC Representative: Tony Filippini, Transportation Planner
2. TPC Alternate Representative: Damion Pregitzer, Traffic Engineer
3. TAC Representative: Tony Filippini, Transportation Planner
4. TAC Alternate Representative: Damion Pregitzer, Traffic Engineer

Roll Call Vote: 9-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**ADJOURNMENT:** Moved by Beatty-Hansen to adjourn the AAMPO Transportation Policy Committee meeting at 6:16 p.m.

## REGULAR MEETING OF THE AMES CITY COUNCIL

The Regular Meeting of the Ames City Council was called to order by Mayor Haila at 6:19 p.m. on March 26, 2019, in the City Council Chambers in City Hall, 515 Clark Avenue. Present from the Ames City Council were Bronwyn Beatty-Hansen, Gloria Betcher, Tim Gartin, Amber Corrieri and David Martin. Council Member Chris Nelson was absent. *Ex officio* Member Allie Hoskins was also present.

**PROCLAMATION FOR “NATIONAL VOLUNTEER WEEK:”** Mayor Haila proclaimed April 7-13, 2019, as “National Volunteer Week.” Anne Owens, Executive Director from the Volunteer Center of Story County, accepted the Proclamation. Mayor Haila recognized David Kim for donating over 250 volunteer hours. Mr. Kim was presented the President’s Volunteer Service Award.

**PROCLAMATION FOR “BOB KINDRED DAY”:** Mayor Haila proclaimed April 1, 2019, as “Bob Kindred Day” in honor of his retirement from the City of Ames after 38 and a half years of service. Mayor Ted Tedesco and Mayor Ann Campbell also expressed their gratitude for Bob’s support and dedication. Those accepting the Proclamation were Bob Kindred and his family: wife Sheila, daughter Katrina, daughter Cassie, grandchildren Quinn, Ava, Audra, Aliyah, Jonah, son-in-law Mike.

**CONSENT AGENDA:** Mayor Haila announced that the Council would be working from an Amended Agenda. Item No. 16, Resolution adopting City of Ames 2019 Language Communication Guidelines for Limited English Proficiency (LEP) persons, was pulled by staff. Also pulled by staff was Item No. 18, Resolution approving Professional Services Agreement with Shive Hattery, Inc., for design services for the Iowa State University Research Park Phase IV Improvements Project, and Item No. 46, Closed Session to discuss collective bargaining strategy.

Moved by Betcher, seconded by Martin, to pull for separate discussion Item No. 30, Resolution approving preliminary plans and specifications for Teagarden Area Drainage Improvements; setting April 17, 2019, as bid due date and April 23, 2019, as date of public hearing.

Vote on Motion: 9-0. Motion declared carried unanimously.

Moved by Martin, seconded by Betcher, to pull for separate discussion Item No. 19, Resolution approving Professional Services Agreement with Walker Parking Consultants for 2019 Downtown Parking Study and Item No. 24, Requests for Ames Main Street Farmers’ Market Farm to Table Dinner on Sunday, August 4, 2019.

Vote on Motion: 9-0. Motion declared carried unanimously.

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

2. Motion approving payment of claims

3. Motion approving Minutes of Regular Meetings held February 26, 2019, and March 5, 2019, and Special Meeting held February 27, 2019

4. Motion approving Report of Contract Change Orders for March 1-15, 2019
5. Motion approving a 5-day (April 13 - 18) Class C Liquor License for Gateway Market at ISU Alumni Center, 429 Alumni Lane
6. Motion approving a 5-day (April 21 - 25) Class B Beer License for Gateway Market at ISU Alumni Center, 420 Beach Avenue
7. Motion approving a 5-day (April 27 - May 2) Class C Liquor License for Christiani's at ISU Alumni Center, 420 Beach Avenue
8. Motion approving new Class C Liquor License with Catering and Sunday Sales - Los Altos Mexican Restaurant LLC, 823 Wheeler, Suite 5
9. Motion approving ownership change for Class E Liquor License for Sams Club #6568, 305 Airport Road
10. Motion approving ownership change for Class E Liquor License for Wal-Mart Store #749, 3105 Grand Avenue
11. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
  - a. Special Class C Liquor License with Class B Wine and Sunday Sales - Southgate Exprese, 110 Airport Road
  - b. Class C Liquor License with Outdoor Service and Sunday Sales - Sips and Paddy's Irish Pub, 126 Welch Avenue Suites 101 & 201
  - c. Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Wal-Mart Store #749, 3105 Grand Avenue
  - d. Special Class C Liquor License with Sunday Sales - Mongolian Buffet, 1620 South Kellogg Avenue #103
  - e. Class C Liquor License with Sunday Sales - Safari Cuisine, 217 S Duff Avenue
  - f. Class C Liquor License with Sunday Sales - Dangerous Curves, 111 5th Street
12. Motion rejecting all bids for the RDF Storage Bin Repair Project
13. RESOLUTION NO. 19-090 approving and adopting Supplement No. 2019-2 to the *Ames Municipal Code*
14. RESOLUTION NO. 19-091 appointing Oren Geisinger to the Building Board of Appeals
15. RESOLUTION NO. 19-092 designating City Manager Steve Schainker as the City's representative to StoryComm's Board of Directors
17. RESOLUTION NO. 19-094 setting date of public hearing for April 9, 2019, regarding vacating Traffic Signal Program (Lincoln Way & Hyland Avenue) Easement at 101 Hyland Avenue
20. RESOLUTION NO. 19-097 approving Professional Services Agreement with WHKS for 2018/19 Shared Use Path System Expansion (Trail Connection south of Lincoln Way)
21. Public Art Commission Requests:
  - a. RESOLUTION NO. 19-098 approving carry-over of 2017/18 funding
  - b. RESOLUTION NO. 19-099 approving 2019 Neighborhood Art acquisitions
  - c. RESOLUTION NO. 19-100 approving the 2019/20 Ames Annual Outdoor Sculpture Exhibit (AAOSE) recommendations
22. RESOLUTION NO. 19-101 approving Releases of Rights Pursuant to Eastgate Subdivision Covenant for Assessment of Costs and Improvements for Lots 10, 11, 17, 22, and 23
23. Requests from Ames Chamber of Commerce for Ames Main Street Farmers' Market on Saturdays from May 4 to October 12, 2019:
  - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License for

Central Business District

- b. RESOLUTION NO. 19-102 approving closure of 300 and 400 blocks of Main Street, Burnett Avenue from Main Street to U.S. Bank drive-through, and Tom Evans Plaza from 5:00 a.m. to 1:30 p.m.
  - c. RESOLUTION NO. 19-103 approving suspension of parking regulations in CBD Lots X and Y from 6:30 a.m. to 1:30 p.m.
  - d. RESOLUTION NO. 19-104 approving waiver of parking meter fees and enforcement, usage and waiver of electrical fees, and waiver of fee for blanket Vending License for event from 5:00 a.m. to 1:30 p.m.
25. Request from Mary Greeley Medical Center for Hope Run on Saturday, June 15:
- a. RESOLUTION NO. 19-106 approving closure of Mortensen Road from Dotson Drive to State Avenue and State Avenue from Lettie Street to Mortensen Road from 7:30 a.m. to 9:00 a.m.
  - b. RESOLUTION NO. 19-107 approving waiver of road race fee
26. Request from Interfraternity Council / SFE Engagement for IFC Experience Weekend Lunch on Saturday, April 13:
- a. RESOLUTION NO. 19-108 approving closure of Ash Avenue between Sunset Drive and Gable Lane from 11:00 a.m. to 1:00 p.m.
27. RESOLUTION NO. 19-109 approving preliminary plans and specifications for Fire Station #1 Parking Lot Reconstruction; setting April 17, 2019, as bid due date and April 23, 2019, as date of public hearing
28. RESOLUTION NO. 19-110 approving preliminary plans and specifications for 2014/15 Storm Water Facility Rehabilitation Program (Somerset); setting April 17, 2019, as bid due date and April 23, 2019, as date of public hearing
29. RESOLUTION NO. 19-111 approving preliminary plans and specifications for 2018/19 Collector Street Pavement Improvements (Hickory Drive); setting April 17, 2019, as bid due date and April 23, 2019, as date of public hearing
31. RESOLUTION NO. 19-113 awarding contract to Helfrich Brothers Boiler Works, Inc. of Lawrence, Massachusetts, for the Unit No. 7 Boiler Repair project in the amount of \$6,376,685
32. RESOLUTION NO. 19-114 approving Change Order No. 1 to Wright Tree Service for 2018/19 Line Clearance for Electric Services
33. RESOLUTION NO. 19-115 approving Change Order No. 4 to SCS Engineers of Clive, Iowa, for additional services pertaining to Ames Steam Electric Plant's Inactive Coal Combustion Residuals Surface Impoundment
34. RESOLUTION NO. 19-116 approving partial completion of public improvements and reducing security for Sunset Ridge Subdivision, 8<sup>th</sup> Addition
35. RESOLUTION NO. 19-117 accepting completion of contract No. 2015-101 with Emerson for Distributed Control System (DCS) equipment for Ames Steam Electric Plant Gas Conversion project
36. RESOLUTION NO. 19-118 accepting completion of Power Plant Window Replacement project
37. RESOLUTION NO. 19-119 accepting completion of Year Two of Five-Year Well Rehabilitation Contract
38. RESOLUTION NO. 19-120 approving Plat of Survey for 100 - 6<sup>th</sup> Street, 108 - 6<sup>th</sup> Street, and 515 Duff Avenue
- Roll Call Vote: 5-0. Resolutions/Motions declared adopted/approved unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**PROFESSIONAL SERVICES AGREEMENT WITH WALKER PARKING CONSULTANTS FOR 2019 DOWNTOWN PARKING STUDY:** Council Member David Martin said there are some things in the draft agreement that should be modified, for example the expansion of the boundary to the north in order to include one of the city parking lots and maybe up to 7<sup>th</sup> Street as well. He asked Traffic Engineer Damion Pregitzer to go through the list of items that had been discussed.

Mr. Pregitzer said the issue with the boundary has already been discussed with Walker Parking Consultants. The purpose is to find out what Downtown needs today and in the future, which includes orderly and good parking habits that would keep employee and customer parking outside of neighborhoods. The data gets difficult to separate when you get into the neighborhoods from the core of the Downtown. He recommended that once this Study is done and moving forward, the next phase would look more specifically at neighborhood impact, but including that in this project would increase the scope and the cost.

Mr. Martin asked if they would be looking at a loss of opportunity to do it correctly at the right time by not taking it on now or if it would be just as effectively done with a later decision. Mr. Pregitzer said it could be done with a study focused on Downtown parking impacting a neighborhood.

Mayor Haila advised they had discussed reviewing the Council meeting minutes on the parking study and Council discussion that was had at several meetings. Mr. Pregitzer said this request is meeting the objectives of what the direction was. He advised Walker was selected because they are the most qualified. The point of the Study is for them to meet Council's vision of the Lincoln Way Corridor and the growth of Downtown. Mayor Haila said the stakeholders will be involved with the process also. Mr. Pregitzer said anyone who wants to stay informed can be added to an email list.

Moved by Martin, seconded by Gartin, to adopt the Resolution No. 19-122 approving Professional Services Agreement with Walker Parking Consultants for 2019 Downtown Parking Study.  
Roll Call Vote: 5-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**AMES MAIN STREET FARMERS' MARKET FARM TO TABLE DINNER ON SUNDAY, AUGUST 4, 2019:**

- a. Motion approving blanket Temporary Obstruction Permit
- b. Motion approving 5-day (Aug. 4-9) Special Class C Liquor License & Outdoor Service for the event
- c. RESOLUTION NO. 19-105 approving closure of the 500 block of Main Street from 12:00 p.m. on August 4 to 12:00 a.m. on August 5
- d. RESOLUTION NO. 19-095 approving waiver of electrical fees for the event

Council Member David Martin said 24(d) mentions a waiver of parking meter fees, but there will be no parking meter fees due to it being on a Sunday.

Moved by Martin, seconded by Betcher, to approve the following: 24 a-c as written and additionally

the usage and waiver of electrical fees for the event.

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

**PRELIMINARY PLANS AND SPECIFICATIONS FOR TEAGARDEN AREA DRAINAGE IMPROVEMENTS; SETTING APRIL 17, 2019, AS BID DUE DATE AND April 23, 2019, AS DATE OF PUBLIC HEARING:** Council Member Gloria Betcher said she pulled this item primarily because the residents of the Teagarden Area have been very concerned about the scheduling for this project and she wanted it to be discussed should they tune in to watch this meeting.

Municipal Engineer Tracy Warner said they have already started with the trees. The trees need to be removed by April 1 in order to meet the threatened and endangered species for bats requirement or it would be delayed until October 1<sup>st</sup>. She said easements will be signed while they are obtaining the bids.

Moved by Betcher, seconded by Corrieri, to adopt Resolution No. 19-112 approving preliminary plans and specifications for Teagarden Area Drainage Improvements; setting April 17, 2019, as bid due date and April 23, 2019, as date of public hearing.

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

**PUBLIC FORUM:** Public Forum was opened.

Gabrielle Heidrich, 2619 Hunt Street, Ames, an environmental activist and community organizer on behalf of the Ames Climate Action team, and the Chair of the Climate Reality Project Campus Core Chapter at Iowa State University, and Jeri Neal, 916 Ridgewood Avenue, Ames, presented a petition to reduce greenhouse gases and phase-out carbon pollution to zero. They requested that plans with verifiable phases be urgently forged to rapidly shift to 100 percent carbon neutral by 2030 at the latest. They have 400 signatures calling for urgent action from City Council to decarbonize the energy grid and to address climate change. The point is to signal that they have a scope of energy and interest and expertise that are in the community who are willing to work with the Council and the City to try to define what this means and how to move it forward.

Nancy Schroeder, 2309 Fillmore, Ames, representing University Barbers at 123 Welch, Ames, submitted a petition of over 700 residents and customers to reconsider the removal of parking on Welch, especially the handicapped parking. She said 90 percent of their business is townspeople and only 10 percent students.

Julie Peterson, 123 Welch Avenue, Ames, representing University Barbers, said they are against the removal of parking on Welch. In just at three weeks from starting the petition, they had over 700 signatures. Several customers need the handicapped spot; it is the only one in that block of Welch. Clients have said that if they had parking removed on Welch, they would have to find somewhere else to go because of their limited mobility.



Ryan Davis, 204 Clark Avenue, Ames, President of Ames Lincoln Highway Business Alliance, introduced the formation of the Ames Lincoln Highway Business Alliance as a 501C3 non-profit organization that is not affiliated with any other group and run solely by its members. The mission of the group is to promote business members along and adjacent to Lincoln Way, educate the public on the history of the Lincoln Highway and issues facing Lincoln Way and what the strong business corridor means to this community, support businesses and the community in which it resides, and to retain and encourage local small business ownership in the area. They can be found on *Facebook* at Ames Lincoln Highway Business Alliance.

Talia Jensen, 1809 Roosevelt Avenue, Ames, owner of Portobello Road on Welch Avenue, Ames, stated she is against the removal of parking on Welch. She said they have seen very poor planning with the planter project. She asked how they will encourage people to continue to come to Campustown if they can't give them opportunities for parking in inclement weather. She asked the Council to consider other ideas, like a painted mural, to encourage people to spend time in Campustown without removing the parking and still accommodating the businesses and handicapped issues.

Kyle Poorman, 1815 Northwestern Avenue, Ames, voiced his opinion about Mortensen Road west of South Dakota. He commented that this area likely has the highest density area in town now, mostly comprised of students. There is not a complete sidewalk on both sides of the road. The development of sidewalks is to have a developed building and the building owner puts the sidewalk in. It's important that people have a sidewalk to walk or bike on. This is an issue also in Somerset and other developments where there aren't homes. He encouraged the city to consider the development of sidewalks alongside the roads.

Mayor Haila closed Public Forum.

**HEARING ON CONCRETE REPLACEMENT OF TWO CYRIDE BUS TURNAROUNDS:**

Sheri Kyras, Transit Director, discussed the details of the project. CyRide had planned on doing two turnarounds, but ran into legal issues with the Middle School site and needed to refer that to the Legal Department before moving forward with that one. Four bids were received for Site 1; the low bid was with Jensen Builders. The Transit Board reviewed the bids on March 15 and approved the report. Council Member Betcher asked if there would be any problems getting a Quit Claim Deed on the other turnaround. Ms. Kyras said she hopes they will be able to work through it with the Middle School quickly.

Mayor Haila opened the Public Hearing. No one came forward to speak, and the Mayor closed the Hearing.

Moved by Gartin, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 19-121 approving final plans and specifications and awarding a contract for the CyRide Bus Turnaround (Site 1) to Jensen Builders, Ltd., of Des Moines, Iowa, in the amount of \$47,700.

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

Moved by Betcher, seconded by Beatty-Hansen, to reject all bids for Site 2.  
Vote on Motion: 5-0. Motion declared carried unanimously.

**HEARING ON REPLACEMENT OF CYRIDE BUS WASH:** Barb Neal, Interim Transit Director, discussed the bus wash project to replace the current bus wash that is more than 15 years old. The low bid was submitted by HPC, L.L.C., with a base bid of \$500,000. Because of the low bid, they were able to go with all six of the alternatives that they wanted for the bus wash making the total contract amount of \$617,300. The Transit Board reviewed and approved this on March 15<sup>th</sup>.

City Council Member Tim Gartin said there were discussions about someday relocating CyRide. He asked what would happen with a structure like this if they changed locations. Ms. Neal said relocating would be a long project and CyRide wouldn't have enough money to put it in a new location for at least ten years, so it will have used its useful life. If they do have two facilities, they would have a bus wash at both locations to be able to service them independently. Ms. Kyras said with the size of their fleet, the industry standard is to have two bus washes in order to get the buses cleaned on a nightly basis efficiently. They currently only have one, so if they were to look at a second facility, they would need another bus wash anyway.

The Public Hearing was opened by Mayor Haila and closed after no one came forward to speak.

Moved by Betcher, seconded by Gartin, to adopt RESOLUTION NO. 19-096 approving final plans and specifications and awarding a contract to HPC, L.L.C., of Ames, Iowa, in the amount of \$617,300.

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

Mayor Haila, on behalf of the Council, expressed appreciation to Sheri Kyras, who is retiring on March 29, 2019, for her outstanding job with the City.

**HEARING ON STEAM TURBINE NO. 7 PARTS PROCUREMENT:** Mayor Haila opened the Hearing and then closed the Hearing due to no comments.

Moved by Beatty-Hansen, seconded by Betcher, to reject all bids.  
Vote on Motion: 5-0. Motion declared carried unanimously.

Moved by Gartin, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 19-093 approving final plans and specifications and setting April 16, 2019, as the bid due date and April 23, 2019, as the date of public hearing.

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

**ORDINANCE TO ALLOW PROPERTIES TO INCREASE NUMBER OF OCCUPANTS ALLOWED BY COMPLETING CERTAIN CODE REQUIREMENTS:** Building Official Sara VanMeeteren explained the proposed text amendment. She said the current language allows someone

to apply. There is no formal application, but they need to know who is applying within 30 days and ensure that they had fulfilled the requirements within six months.

Council Member Betcher asked if the text was specific enough to be interpreted as existing at the time that they put in the application. City Attorney Mark Lambert said discussion was had to clarify the language for an amendment to make it clear so that question wouldn't exist. Ms. VanMeeteren said it states that the applicant must have an egress window in place as of January 1, 2018, when the number was frozen, which can be verified with Building Permits.

Mr. Lambert said the amendment is minor. Ms. VanMeeteren said the ordinance currently says any room that has a legally conforming egress window may be converted; they would change it to say any room that had a legally conforming egress window on January 1, 2018, may be converted. Mr. Lambert verified for Mr. Gartin that they are able to approve the amendment tonight and then approve the Ordinance on first reading, as amended.

Moved by Gartin, seconded by Beatty-Hansen, to amend the proposed language according to what was just read.

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

Mayor Haila opened public input.

Al Warren, 3121 Maplewood Road, Ames, expressed appreciation that City staff and Council took the time and effort to look through the Code to see if any adjustments could be made.

Mayor Haila closed public input.

Moved by Corrieri, seconded by Betcher, to pass on first reading an Ordinance to allow properties to increase the number of occupants by completing the Code requirements to make a room with a legally existing egress window a Code-compliant bedroom.

Ms. VanMeeteren said she is unable to speculate how many properties this ordinance will affect in response to Council Member David Martin's question about properties with a rec-room in the basement. Most properties in this area are older and the Code didn't require an egress window at the time that they were built. She said most people aren't adding egress windows to rec-rooms and narrowing the time frame to 30 days will limit the number of people applying as well.

Roll Call Vote: 4-1. Voting aye: Beatty-Hansen, Betcher, Corrieri, Gartin. Voting nay: Martin. Motion declared carried.

**ORDINANCE ADJUSTING WATER RATES:** Moved by Corrieri, seconded by Beatty-Hansen, to pass on second reading an Ordinance to adjust water rates by 7%, effective July 1, 2019. Roll Call Vote: 5-0. Motion declared carried unanimously.

**ORDINANCE REZONING 1114 SOUTH DAKOTA AVENUE:** Mayor Haila announced they received a memo from staff that they have not received the Zoning Change Agreement for 1114

South Dakota Avenue and have requested that its approval be pulled until they have the Agreement in hand.

Moved by Corrieri, seconded by Beatty-Hansen, to pass on second reading an Ordinance rezoning 1114 South Dakota Avenue from Community Commercial/Residential (CCR) to Community Commercial/Residential (CCR) with revised Master Plan.

Mr. Martin asked if anything had changed about the property since they have not received the Agreement. Assistant City Manager Bob Kindred said nothing had changed; they just haven't received the signed agreement back yet.

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

**ORDINANCE PROHIBITING PARKING AT ALL TIMES ON EAST SIDE OF NORTH RIVERSIDE DRIVE AND NORTH SIDE OF HARRIS STREET:** Moved by Corrieri, seconded by Beatty-Hansen, to pass on third reading and adopt ORDINANCE NO. 4381 prohibiting parking at all times on the east side of North Riverside Drive and prohibiting parking at all times on the north side of Harris Street.

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

#### **DISPOSITION OF COMMUNICATIONS TO COUNCIL:**

**Letter from Kyle Poorman, Re: Request to install pedestrian infrastructure on Mortensen Road, west of South Dakota:** Municipal Engineer Tracy Warner explained the typical policy is the shared use path would be installed when the property is developed. If Council chose to go forward with an assessment, past attorneys have ruled that they can only assess for the sidewalk portion. Council could do a City-funded project with the Local Option Sales Tax, but can't use the Road Use Tax since it's not adjacent to the street.

Moved by Gartin, seconded by Beatty-Hansen to refer to staff for a memo regarding options to install pedestrian infrastructure on Mortensen Road, west of South Dakota.

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

Mayor Haila added that the memo should identify what costs might be, any implications, how to pay for it, and how to move forward.

**Memo from Charles Cychosz, Police Chief, Re: Game Day Citations North of Lincoln Way, Riverside to Grand:** Council Member Gloria Betcher said no action was needed for this item. The Council had previously decided to monitor parking once they received the memo.

**Memo from Mark Gansen, Civil Engineer II, Re: ADA request to in-fill sidewalk along 14<sup>th</sup> Street:** Moved by Betcher, seconded by Beatty-Hansen, to add this request to a future agenda. Assistant City Manager Bob Kindred suggested another option to assess sidewalks for in-fill.

Council Member David Martin suggested an option for the discussion would be to add a temporary bus stop location for a year while they wait for this to happen.

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

**Email from Nancy and Mark Schroeder, Re: Petition to reconsider decision pertaining to parking on the 100 block of Welch:** Mr. Kindred advised that a lot of the parking decision was discussed before and they already approved a contract for design. Ms. Warner said they are addressing the ADA parking space with the design and would be relocating the parking space. Council Member Tim Gartin explained that the Council doesn't ignore people who have concerns about impacts on their livelihood. However, thousands of students use that Corridor, and the decision was made because they had to rethink safety for the Welch Avenue Corridor. Mayor Haila asked if there was any interest from Council in reconsidering the decision.

Moved by Beatty-Hansen, seconded by Martin to not reconsider the decision at this time.

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

**COUNCIL COMMENTS:** Council Member Betcher thanked Bob Kindred for his years of service and stated he is believed to be the longest-sitting Assistant City Manager.

Mr. Martin asked if the date of letting a bid is the same thing as the bid due date as different wording was used in the agenda. Ms. Warner confirmed they are the same thing.

Moved by Gartin, seconded by Betcher to direct staff to come back with a memo regarding options for developing a policy on how the Risk Manager should communicate with City Council and City Information Officer.

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

*Ex Officio* Allie Hoskins expressed congratulations and well wishes to Bob Kindred on his retirement.

Moved by Gartin to adjourn the meeting at 7:36 p.m.

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Rachel Knutsen, Recording Secretary

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John A. Haila, Mayor



# REPORT OF CONTRACT CHANGE ORDERS

<b>Period:</b>	<input type="checkbox"/>	1 <sup>st</sup> – 15 <sup>th</sup>
	<input checked="" type="checkbox"/>	16 <sup>th</sup> – End of Month
<b>Month &amp; Year:</b>	March 2019	
<b>For City Council Date:</b>	April 9, 2019	

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)
Electric Services	Engineering Services for Top-O-Hollow Substation Improvements	3	\$264,791.00	DeWild Grant Reckert & Associates dba DGR Engineering	\$85,000.00	\$21,500.00	D. Kom	LS
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

<b>Name of Applicant:</b> <u>Kum &amp; Go LC</u>		
<b>Name of Business (DBA):</b> <u>Kum &amp; Go #200</u>		
<b>Address of Premises:</b> <u>4510 Mortensen Road</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50014</u>
<b>Business</b> <u>(515) 292-3432</u>		
<b>Mailing</b> <u>1459 Grand Avenue</u>		
<b>City</b> <u>Des Moines</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50309</u>

**Contact Person**

<b>Name</b> <u>Drew Carter</u>
<b>Phone:</b> <u>(515) 457-6188</u> <b>Email</b> <u>licenses@kumandgo.com</u>

**Classification** Class E Liquor License (LE)

**Term:**12 months

**Effective Date:** 07/01/2019

**Expiration Date:**

**Privileges:**

Class E Liquor License (LE)

Fills and Sells Growlers

**Status of Business**

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

**Ownership**

**Krause Group LTD**

**First Name:** Krause Group      **Last Name:** LTD  
**City:** Des Moines      **State:** Iowa      **Zip:** 50309  
**Position:** shareholder  
**% of Ownership:** 100.00%      **U.S. Citizen:** Yes

**Kyle Krause**

**First Name:** Kyle      **Last Name:** Krause  
**City:** Waukee      **State:** Iowa      **Zip:** 50263  
**Position:** CEO  
**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**Charles Campbell**

**First Name:** Charles      **Last Name:** Campbell  
**City:** Urbandale      **State:** Iowa      **Zip:** 50323  
**Position:** Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Merchants Bonding Company</u>		
<b>Policy Effective Date:</b>	<u>07/01/2018</u>	<b>Policy Expiration</b>	<u>01/01/1900</u>
<b>Bond Effective</b>	<u>2</u>	<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective</b>		<b>Temp Transfer Expiration Date:</b>	



<b>Name of Applicant:</b> <u>Kum &amp; Go LC</u>		
<b>Name of Business (DBA):</b> <u>Kum &amp; Go #216</u>		
<b>Address of Premises:</b> <u>203 Welch Ave</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50010</u>
<b>Business</b> <u>(515) 292-5395</u>		
<b>Mailing</b> <u>1459 Grand Avenue</u>		
<b>City</b> <u>Des Moines</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50309</u>

**Contact Person**

<b>Name</b> <u>Drew Carter</u>	
<b>Phone:</b> <u>(515) 457-6188</u>	<b>Email</b> <u>licenses@kumandgo.com</u>

**Classification** Class E Liquor License (LE)

**Term:**12 months

**Effective Date:** 07/01/2019

**Expiration Date:**

**Privileges:**

Class E Liquor License (LE)

**Status of Business**

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

**Ownership**

**Kyle Krause**

**First Name:** Kyle **Last Name:** Krause  
**City:** Waukee **State:** Iowa **Zip:** 50263  
**Position:** CEO  
**% of Ownership:** 0.00% **U.S. Citizen:** Yes

**Krause Group LTD**

**First Name:** Krause Group **Last Name:** LTD  
**City:** Des Moines **State:** Iowa **Zip:** 50309  
**Position:** Shareholder  
**% of Ownership:** 100.00% **U.S. Citizen:** Yes

**Charles Campbell**

**First Name:** Charles **Last Name:** Campbell  
**City:** Urbandale **State:** Iowa **Zip:** 50323  
**Position:** Secretary  
**% of Ownership:** 0.00% **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Merchants Bonding Company</u>		
<b>Policy Effective Date:</b>	<u>07/01/2018</u>	<b>Policy Expiration</b>	<u>01/01/1900</u>
<b>Bond Effective</b>	<u>2</u>	<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective</b>		<b>Temp Transfer Expiration Date:</b>	

<b>Name of Applicant:</b> <u>Kum &amp; Go LC</u>		
<b>Name of Business (DBA):</b> <u>Kum &amp; Go # 214</u>		
<b>Address of Premises:</b> <u>111 Duff Ave</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50010</u>
<b>Business</b> <u>(515) 233-4991</u>		
<b>Mailing</b> <u>1459 Grand Avenue</u>		
<b>City</b> <u>Des Moines</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50309</u>

**Contact Person**

<b>Name</b> <u>Drew Carter</u>
<b>Phone:</b> <u>(515) 457-6188</u> <b>Email</b> <u>licenses@kumandgo.com</u>

**Classification** Class E Liquor License (LE)

**Term:**12 months

**Effective Date:** 07/01/2019

**Expiration Date:**

**Privileges:**

Class E Liquor License (LE)

**Status of Business**

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

**Ownership**

**Kyle Krause**

**First Name:** Kyle      **Last Name:** Krause  
**City:** Waukee      **State:** Iowa      **Zip:** 50263  
**Position:** CEO  
**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**Krause Group LTD**

**First Name:** Krause Group      **Last Name:** LTD  
**City:** Des Moines      **State:** Iowa      **Zip:** 50309  
**Position:** shareholder  
**% of Ownership:** 100.00%      **U.S. Citizen:** Yes

**Charles Campbell**

**First Name:** Charles      **Last Name:** Campbell  
**City:** Urbandale      **State:** Iowa      **Zip:** 50323  
**Position:** Secretary  
**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Merchants Bonding Company</u>		
<b>Policy Effective Date:</b>	<u>07/01/2018</u>	<b>Policy Expiration</b>	<u>01/01/1900</u>
<b>Bond Effective</b>	<u>2</u>	<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective</b>		<b>Temp Transfer Expiration Date:</b>	

**Name of Applicant:** Kum & Go LC

**Name of Business (DBA):** Kum & Go # 227

**Address of Premises:** 2108 Isaac Newton Dr

**City** Ames **County:** Story **Zip:** 50010

**Business** (515) 233-2200

**Mailing** 1459 Grand Avenue

**City** Des Moines **State** IA **Zip:** 50309

**Contact Person**

**Name** Jody Deiter

**Phone:** (515) 457-6249 **Email** licenses@kumadngo.com

**Classification** Class E Liquor License (LE)

**Term:**12 months

**Effective Date:** 03/29/2020

**Expiration Date:**

**Privileges:**

Class E Liquor License (LE)

**Status of Business**

**BusinessType:** Limited Liability Company

**Corporate ID Number:** XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

**Ownership**

**Kyle Krause**

**First Name:** Kyle **Last Name:** Krause

**City:** Waukee **State:** Iowa **Zip:** 50263

**Position:** CEO

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

**Charles Campbell**

**First Name:** Charles **Last Name:** Campbell

**City:** Urbandale **State:** Iowa **Zip:** 50323

**Position:** Secretary

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

**Krause Group LTD**

**First Name:** Krause Group **Last Name:** LTD

**City:** Des Moines **State:** Iowa **Zip:** 50309

**Position:** Shareholder

**% of Ownership:** 100.00% **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Merchants Bonding Company</u>		
<b>Policy Effective Date:</b>	<u>03/29/2019</u>	<b>Policy Expiration</b>	<u>01/01/1900</u>
<b>Bond Effective</b>	<u>2</u>	<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective</b>		<b>Temp Transfer Expiration Date:</b>	

<b>Name of Applicant:</b> <u>Kum &amp; Go LC</u>		
<b>Name of Business (DBA):</b> <u>Kum &amp; Go # 113</u>		
<b>Address of Premises:</b> <u>2801 E 13th St</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50010</u>
<b>Business</b> <u>(515) 233-0359</u>		
<b>Mailing</b> <u>1459 Grand Avenue</u>		
<b>City</b> <u>Des Moines</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50309</u>

**Contact Person**

<b>Name</b> <u>Jody Deiter</u>
<b>Phone:</b> <u>(515) 457-6249</u> <b>Email</b> <u>licenses@kumandgo.com</u>

**Classification** Class E Liquor License (LE)

**Term:**12 months

**Effective Date:** 03/29/2020

**Expiration Date:**

**Privileges:**

Class E Liquor License (LE)

**Status of Business**

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

**Ownership**

**Kyle Krause**

**First Name:** Kyle      **Last Name:** Krause  
**City:** Waukee      **State:** Iowa      **Zip:** 50263  
**Position:** CEO  
**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**Charley Campbell**

**First Name:** Charley      **Last Name:** Campbell  
**City:** Urbandale      **State:** Iowa      **Zip:** 50323  
**Position:** Secretary  
**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**Craig Bergstrom**

**First Name:** Craig      **Last Name:** Bergstrom  
**City:** Johnston      **State:** Iowa      **Zip:** 50131  
**Position:** CFO  
**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**Krause Group LTD**

**First Name:** Krause Group

**Last Name:** LTD

**City:** Des Moines

**State:** Iowa

**Zip:** 50309

**Position:** Shareholder

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Merchants Bonding Company</u>	
<b>Policy Effective Date:</b> <u>03/29/2019</u>	<b>Policy Expiration</b> <u>01/01/1900</u>
<b>Bond Effective</b> <u>2</u>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>



## MEMO



**To:** Mayor John Haila and Ames City Council Members  
**From:** Lieutenant Tom Shelton, Ames Police Department  
**Date:** March 25, 2019  
**Subject:** Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for April 9, 2019 includes beer permits and liquor license renewals for:

- Class C Liquor License (LC) (Commercial), Outdoor Service and Sunday Sales - Brick City Grill, 2704 Stange Road
- Class C Liquor License (LC) (Commercial), Sunday Sales - Cinemark Movies 12, 1317 Buckeye Avenue
- Class B Liquor License (LB) (Hotel/Motel), Sunday Sales - Radisson Ames, 2609 University Blvd
- Special Class C Liquor License (BW) (Beer/Wine), Sunday Sales - Smokin Oak Wood-fired Pizza, 2420 Lincoln Way Ste 101
- Class C Liquor License (LC) (Commercial), Catering, Outdoor Service and Sunday Sales Cyclone Experience Network, 1705 Center Drive - Hilton Coliseum
- Class C Liquor License (LC) (Commercial), Catering, Outdoor Service and Sunday Sales Perfect Games Inc., 1320 Dickinson Avenue
- Class C Liquor License (LC) (Commercial), Outdoor Service and Sunday Sales - Provisions Lot F, 2400 North Loop Dr.
- Special Class C Liquor License (BW) (Beer/Wine), Class B Native Wine – Szechuan House, 3605 Lincoln way

A review of police records for the past 12 months found no liquor law violations for Brick City Grill, Cinemark Movies 12, Radisson Ames, Smokin Oak Wood-Fired Pizza, Cyclone Experience Network, Perfect Games, Provisions Lot F, and Szechuan House.

The Ames Police Department recommends renewal of licenses for all the above businesses.

**COUNCIL ACTION FORM**

**SUBJECT: REQUESTS FROM KAPPA SIGMA FOR ASH AVENUE CELEBRATION**

**BACKGROUND:**

Kappa Sigma, an ISU Greek organization, is proposing to host a multi-fraternity philanthropic event on Ash Avenue from 12:00 p.m. to 5:00 p.m. on Saturday, April 20. This end-of-the-semester celebration will consist of a volleyball tournament, water hockey, lawn games, food, live music, and a bouncy castle. Proceeds from the event will benefit the four participating fraternities' (Tau Kappa Epsilon, Sigma Pi, Theta Chi, and Kappa Sigma) respective philanthropies.

To facilitate this event, Kappa Sigma has requested the following for Saturday, April 20:

- Closure of Ash Avenue between Gable Lane and Sunset Drive from 11:30 a.m. to 5:30 p.m.
- A blanket Temporary Obstruction Permit
- A blanket Vending License and waiver of the fee (\$50 loss to the City Clerk's Office)

A Noise Permit has also been requested from the Police Department.

Staff has discussed safety considerations in detail with the event organizer including the need to limit the number of attendees to a manageable size. Organizers have provided staff with an Emergency Safety Plan. Staff has also been informed that no alcohol will be permitted at this event. ISU's Event Authorization Committee has been made aware of the event and will consider whether to approve the event after City approval has been obtained.

Event organizers have informed staff that they will go door-to door with the event information and distribute event details to affected neighbors and the neighborhood association prior to the City Council meeting. Staff has also requested that the organizers make neighbors aware that this event will be on the April 9<sup>th</sup> City Council agenda.

**ALTERNATIVES:**

1. Approve the requests from Kappa Sigma, as indicated above.
2. Direct staff to work with organizers to find an alternate location for the event.
3. Do not approve the requests.

**MANAGER'S RECOMMENDED ACTION:**

Ash Avenue Celebration is a philanthropic event. The event will take place during daylight hours and will not involve alcohol. ISU Event Authorization Committee will review this event prior to it taking place.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the requests from Kappa Sigma, as indicated above.

TO WHOM IT MAY CONCERN:

Hello, my name is Tyler Timm, the president of Kappa Sigma at Iowa State. I am writing this as a formal request for the closer of Ash Ave between Sunset and Gable on April 20th, 2019 between the times of 11:30am and 5:30pm. Also I was hoping to have the blanket vending license fee waived.

Best,

Tyler Timm



CITY OF

# Ames SPECIAL EVENT APPLICATION

## SUMMARY OF EVENT

### DESCRIPTION

Event Name Ash Bash

#### Description

Ash Bash is a multi-Fraternity Philanthropy between TKE, Sig Pi, Theta Chi and Kappa Sigma. Tickets will be 10\$ for a meal and entrance to the event. All money raised will be split equally between the 4 houses main organization. The event will consist of a volleyball tournament, water hockey, lawn games, live music, and a bouncy castle. We want this to be a celebration at the end of the semester to help support our philanthropies and give the Iowa State community something to celebrate before finals!

#### Event Category

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

#### Anticipated Attendance

Total 1000 Per Day 1000

#### DATE/TIME

Setup	Date <u>4/20/2019</u>	Time <u>11:30</u>	Day of Week <u>Sat</u>
Event Starts	Date <u>4/20/2019</u>	Time <u>12:00</u>	Day of Week <u>Sat</u>
Event Ends	Date <u>4/20/2019</u>	Time <u>5:00</u>	Day of Week <u>Sat</u>
Teardown Complete	Date <u>4/20/2019</u>	Time <u>5:30</u>	Day of Week <u>Sat</u>

Rain Date, if applicable \_\_\_\_\_

Rain Location, if applicable \_\_\_\_\_

## LOCATION

Region

(Select one or more)

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

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

Downtown - Main Street Cultural District: (515) 233-3472  
Campustown - Campustown Action Association: (515) 450-8771  
Iowa State University - Events Authorization Committee: (515) 294-1437

events@amesdowntown.org  
director@amescampustown.com  
eventauthorization@iastate.edu

## CONTACTS

Host Organization

Kappa Sigma

Local Contact (Required)

Name

Tyler Timm

Address

237 Ash Ave

Telephone

Cell Phone

4026079803

Email

ttimm1612@gmail.com

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

Yes No

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

Is this event open to the public?

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

If yes, please list

Any Iowa State Student

**COUNCIL ACTION FORM**

**SUBJECT:** REQUESTS FOR HOPE RUN

**BACKGROUND:**

On March 26, 2019, the City Council approved road closures and a waiver of the Road Race permit fee for Mary Greeley Medical Center's (MGMC) 19<sup>th</sup> Annual Hope Run for Community Health and Wellness, which will take place on Saturday, June 15, 2019.

A blanket Temporary Obstruction Permit is also required for this event, and is, therefore, presented to the City Council for approval.

**ALTERNATIVES:**

1. Approve the request for a blanket Temporary Obstruction Permit, as requested by Mary Greeley Medical Center.
2. Deny the requests from Mary Greeley Medical Center.

**MANAGER'S RECOMMENDED ACTION:**

The City Council has already approved requests related to the Hope Run. City Council approval of a blanket Temporary Obstruction Permit is also necessary for this event to occur as planned.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the request for a blanket Temporary Obstruction Permit, as requested by Mary Greeley Medical Center.

**COUNCIL ACTION FORM**

**SUBJECT: REQUESTS FOR SUMMERFEST IN CAMPUSTOWN**

**BACKGROUND:**

Campustown Action Association (CAA) plans to hold its 9<sup>th</sup> annual Summerfest on June 1, 2019. The event involves activities for children, live music, and a beer garden. Organizers plan to close the 200 block of Welch Avenue (from Chamberlain to Hunt Street) and Chamberlain Street from Welch Avenue to the Chamberlain Lot Y exit from approximately 7:00 a.m. to 10:00 p.m.

Reserved spaces in Welch Lot T will not be affected and those users will be able to enter and exit their spaces through the alley west of Welch Avenue. Fire Station #2 will not be affected by the arrangement of these closures.

The Public Works Department will provide barricades for the event, and organizers will obtain a noise permit through the Police Department. CAA will contact affected businesses by going door-to-door, distributing flyers, and through email contacts.

Organizers are requesting the following actions by City Council for June 1:

- Closure of the 200 block of Welch Avenue and Chamberlain Street from Welch Avenue to the exit of Chamberlain Lot Y between 7:00 a.m. and 10:00 p.m.
- Closure of parking spaces in the 200 block of Welch Avenue, on Chamberlain Street between Welch Avenue and the Chamberlain Lot Y exit, Welch Lot T, and Chamberlain Lot Y between 7:00 a.m. and 10:00 p.m.
- Waiver of parking meter fees for the closed area (A loss of \$285 to the Parking Fund)
- Access to City-owned electric outlets and waiver of fees for electricity use (approximately \$5 loss of revenue)
- Blanket Temporary Obstruction Permit
- Blanket Vending License and waiver of fee (\$50 loss to City Clerk's Office)
- Approval of 5-Day Class B Beer Permit with Outdoor Service

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



**ALTERNATIVES:**

1. Approve the requests as outlined above for Summerfest on June 1, including the waiver of fees.
2. Approve the requests for street and parking lot closures, the Temporary Obstruction Permit and the beer permit, but require reimbursement to the City for lost parking meter revenue, a blanket Vending License, and the usage of electricity.
3. Do not approve the requests.

**MANAGER'S RECOMMENDED ACTION:**

**Campustown Action Association's Summerfest has been a successful event, and staff feels comfortable that the event will continue to be successful this year.** In addition, it is important that CAA is successful in promoting the Campustown area through events and activities like Summerfest.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the requests as outlined above for Summerfest on June 1, including the waiver of fees.



campustown  
action  
association

March 12, 2019

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

RE: Summerfest in Campustown 2019

Dear Honorable Mayor Haila and City Council,

The Campustown Action Association (CAA) is planning to hold the ninth annual Summerfest in Campustown on Saturday, June 1st from 3pm to 9pm. Information about the event can be found on the Special Event Application we submitted, but there are several waivers we are requesting at this time, in addition to the resolutions and motions outlined in the application. We ask for resolutions approving the waiver of electricity costs for the 200 block of Welch Avenue, the waiver of parking meter fees for the entire day (200 block Welch, portion of Chamberlain, Lot Y and Lot T), and a waiver of fee for the Blanket Vendor Permit.

Thank you for your consideration of these requests and continued support of Campustown. We look forward to seeing you on June 1st.

 Sincerely,

Karin Chitty  
Executive Director, Campustown Action Association



## SUMMARY OF EVENT

### DESCRIPTION

**Event Name** Summerfest in Campustown

**Description**

The 9th annual Summerfest will be a free event held in the 200 block of Welch Avenue and a portion of Chamberlain, just east of the clock tower, on Saturday, June 1st. Summerfest is meant to be an open house to the Campustown neighborhood, showcasing all the wonderful businesses Campustown offers.

Family-friendly activities, hosted by our members, will run from 3-6PM in the big-top tents and will include face painting, balloons, petting zoo, root beer garden and many more. We will also be joined by the Ames PD, Ames Library, Fire Station #2, ISU PD and the ACVB. There will be an "active" area on Chamberlain and in parking lot Y which will include inflatables, a trike obstacle course and more. The activities bring many families with children to Campustown.

The live music and beer garden will run from 3-9PM and be located on Welch Avenue in front of the old Battles building. The live music draws students and residents from adjacent neighborhoods. We truly feel that our event has appeal for the entire community.

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

**Anticipated Attendance** Total 1500 Per Day \_\_\_\_\_

### DATE/TIME

<b>Setup</b>	Date <u>6/1/2019</u>	Time <u>7:00 AM</u>	Day of Week <u>Saturday</u>
<b>Event Starts</b>	Date <u>6/1/2019</u>	Time <u>3:00 PM</u>	Day of Week <u>Saturday</u>
<b>Event Ends</b>	Date <u>6/1/2019</u>	Time <u>9:00 PM</u>	Day of Week <u>Saturday</u>
<b>Teardown Complete</b>	Date <u>6/1/2019</u>	Time <u>10:00 PM</u>	Day of Week <u>Saturday</u>

**Rain Date, if applicable** NA

**Rain Location, if applicable** NA

## LOCATION

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

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

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

## CONTACTS

**Host Organization** Campustown Action Association

<b>Local Contact</b> (Required)	<b>Name</b>	<u>Karin Chitty</u>
	<b>Address</b>	<u>119 Stanton Ave. #602</u>
	<b>Telephone</b>	<u>515-292-4528</u>
	<b>Cell Phone</b>	<u>515-451-7503</u>
	<b>Email</b>	<u>karin.chitty@amescampustown.com</u>

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

**Yes No**

- Is this an annual event? How many years have you been holding this event? \_
- Is this event open to the public?
- Is your event being held in conjunction with another event (e.g. *Farmers' Market, 4th of July*, etc.)?

If yes, please list

**COUNCIL ACTION FORM**

**SUBJECT: SET PUBLIC HEARING DATE FOR SALE OF CITY-OWNED PROPERTIES AT 1228 STAFFORD AND 3305 MORNINGSIDE STREET.**

**BACKGROUND:**

As part of City's Community Development Block Grant (CDBG) Neighborhood Sustainability Program, the acquisition/reuse program component seeks to acquire single-family properties and/or lots for reuse for affordable housing to assist low-and moderate-income (80% or less of AMI) families. The program also makes health and safety repairs to the properties, as needed. Where possible, the properties are matched with eligible first-time homebuyers through the City's CDBG Homebuyer Assistance Program. **Program parameters also permit the sale of properties to qualified non-profit organizations in the community.**

CDBG funds were used to purchase homes; a two-family home at 1228 Stafford and a single-family home at 3305 Morningside Street as part of the Acquisition/Reuse Program. Both properties were vacant market rate rental housing units when purchased. The home at 1228 Stafford was purchased in 2015 for \$124,000. The structure was rehabilitated (approximately \$40,000) in anticipation to be sold as a rental housing for low income households. However, several negotiations with rental housing providers were unsuccessful. The home at 3305 Morningside Street was purchased in 2018 for \$116,000. The property had been abandoned and deteriorating for several years to a point where it is now unlivable and requires demolition. The house requires that asbestos be removed before proceeding with demolition.

Habitat for Humanity of Central Iowa (HHCI) approached staff with an interest in purchasing both properties for \$78,000 (\$40,000 for Stafford and \$38,000 for Morningside). A collaboration with Habitat for Humanity of Central Iowa would represent the endeavor between Habitat and the City of Ames. This project will allow the City to continue to address one of its priority goals outlined in the both the 2018-19 Annual Action Plan and in the 2014-2019 CDBG Consolidated Plan, which is to increase the supply of affordable housing for LMI households. Additionally, the revenue from the sale of these two properties will be program income for the CDBG program to then be reinvested in other programs, specifically the 321 State Avenue site.

Our Finance Department staff have reviewed and accepted Habitat for Humanity of Central Iowa's 2018 Annual Audit Report. Staff has found that Habitat meets the CDBG guidelines for working with nonprofits for meeting program goals. Therefore, staff is seeking Council authorization to work with the HHCI Executive Board to finalize terms and conditions of these purchases and to set April 23, 2019, as the date of public hearing.

**ALTERNATIVES:**

1. The City Council can set the date of public hearing to sell the properties for April 23, 2019 and authorize staff to finalize terms and conditions for the sale of 1228 Stafford Avenue and 3305 Morningside Street to Habitat for Humanity of Central Iowa in the amount of \$78,000 (\$40,000 for Stafford and \$38,000 for Morningside).
2. The City Council can set the date of public hearing for April 23, 2019, but direct staff to finalize additional terms and conditions for the sale 1228 Stafford Avenue and 3305 Morningside Street to Habitat for Humanity of Central Iowa.
3. The City Council can direct the staff to seek other buyers for these two properties and set a late date of public hearing.
4. The City Council can decline to sell the properties at this time.

**CITY MANAGER'S RECOMMENDED ACTION:**

The sale of both the Stafford Avenue and Morningside Street homes to Habitat for Humanity of Central Iowa will assist the City in its efforts to continue to address the housing needs for low and moderate income first-time home buyers. Through this partnership the property on Stafford Avenue will be converted from two rental units back into single-family homeownership and a new single-family home will be constructed on Morningside Street. Although the initial investments are high, the end goal to provide quality affordable housing to families at 60% or less of the Ames Metropolitan Statistical Area (AMSA) will be met along with the City's goal to maintain and upgrade the housing stock located in our vital core neighborhoods.

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

**COUNCIL ACTION FORM**

**SUBJECT: RISE (REVITALIZE IOWA’S SOUND ECONOMY) GRANT AGREEMENT FOR IOWA STATE UNIVERSITY RESEARCH PARK PHASE IV PUBLIC IMPROVEMENTS (COLLABORATION PLACE & SOUTH RIVERSIDE DRIVE).**

**BACKGROUND:**

In the summer of 2018, work began on the development of an Iowa State University (ISU) Research Park lot located at 3525 South Riverside Drive for John Deere. The next phase of the ISU Research Park (Phase IV) includes this lot and development of the surrounding area (Attachment A). These associated public improvements include the paving of approximately 1,570 feet of South Riverside Drive (with shared use path), 1,860 feet of Collaboration Place (with on-street bike lanes), the extension of sanitary sewer and water main, and the installation of electric service improvements and street lighting. Please view Attachment A for a location map of the proposed public improvements. The total estimated cost for these improvements is \$3,487,116.

The funding for these improvements will be provided in part through an Economic Development Administration (EDA) grant that was awarded in September 2018. This grant will reimburse 50% of the estimated project costs, or up to \$1,743,558.

In addition to the EDA grant funds, a RISE grant agreement (Attachment B) has also been prepared and is being submitted for City Council approval. This agreement will provide up to 70% reimbursement of all street paving, the associated storm sewer improvements, and a shared use path (utility improvements are not eligible for RISE grant funds). The total estimated cost of the RISE grant eligible improvements is \$2,588,708. Therefore, the RISE grant would reimburse up to \$1,812,095, or 70%, of those costs. **Under this grant program no job creation is required.**

**As indicated in the application, the remaining local match of approximately \$314,204 is proposed from a tax increment financing (TIF) incentive from the City to pay for the remaining utility costs not covered by the EDA or RISE grants.**

<b><u>Funding Source</u></b>	<b><u>Available Funding</u></b>	<b><u>Estimated Expense</u></b>
Iowa DOT (RISE)	\$1,812,905	
Department of Commerce (EDA)	\$1,743,558	
G.O. Bonds (TIF Abated)	\$ 314,204	
City of Ames Electric	\$ 135,000	
Engineering/Admin		\$ 493,939
Construction		\$2,993,178
<b>TOTAL</b>	<b>\$4,005,667</b>	<b>\$3,487,116</b>

As shown above, this grant would provide significant funding for the cost of these development related improvements.

Currently, project design is scheduled to take place in spring/summer 2019 with construction anticipated to begin in fall 2019 and may continue into the summer of 2020.

**ALTERNATIVES:**

1. Approve the RISE grant agreement for ISU Research Park Phase IV improvements.
2. Approve the RISE grant agreement for ISU Research Park Phase IV improvements with revisions as directed by the City Council.
3. Do not approve the RISE grant agreement for ISU Research Park Phase IV improvements, thus requiring ISU Research Park to provide the additional funding.

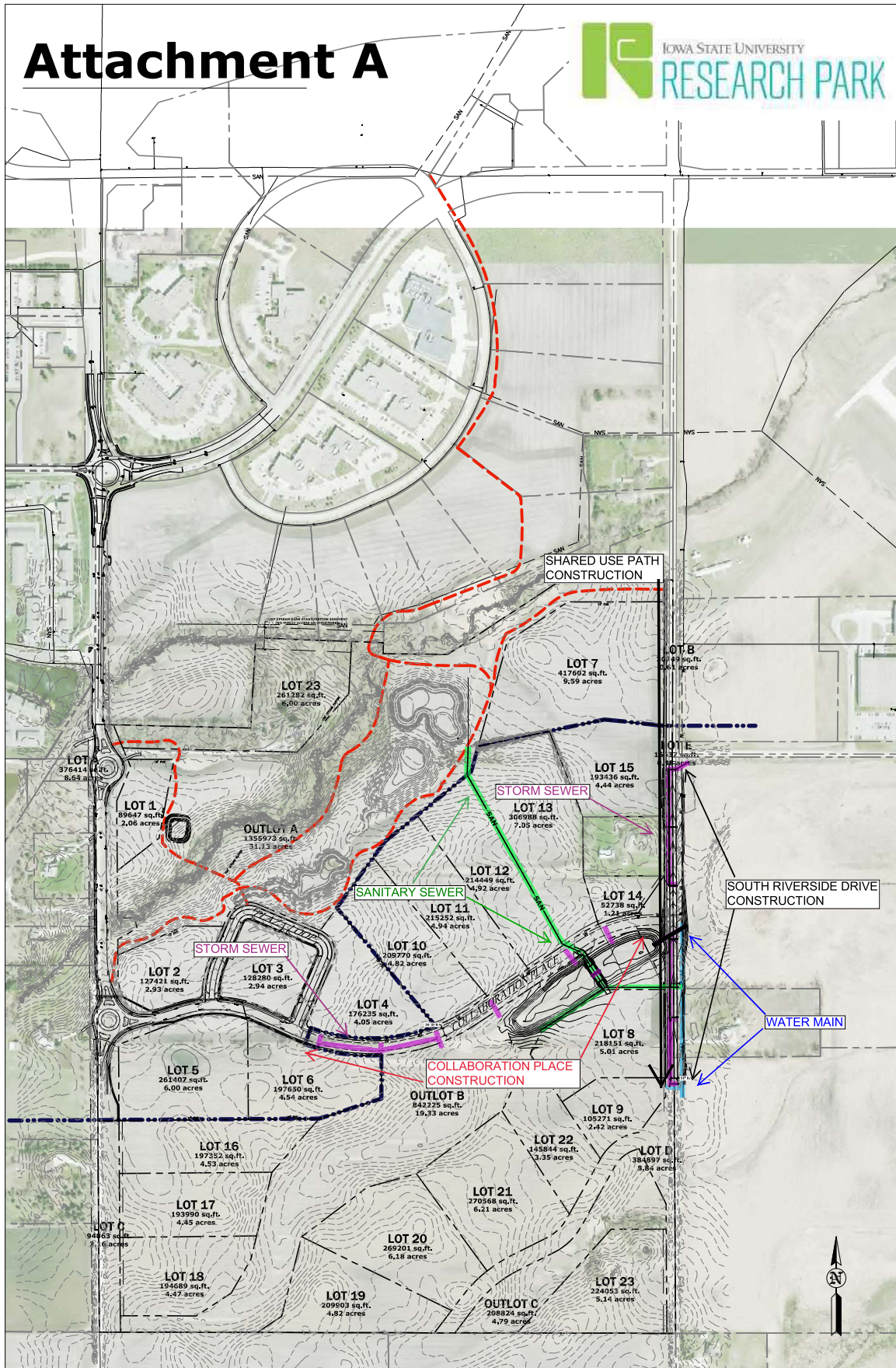
**MANAGER'S RECOMMENDED ACTION:**

The ISU Research Park continues to be an important economic development area for the region. Combined with the previously awarded EDA grant, most of this project will be grant funded with this additional RISE grant, significantly reducing ISU Research Park's costs.

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



# Attachment A



PROPOSED IOWA STATE UNIVERSITY RESEARCH PARK IMPROVEMENTS

ITEM#: 19a  
DATE: 04-09-19

## COUNCIL ACTION FORM

**SUBJECT: PROFESSIONAL SERVICE AGREEMENT WITH SHIVE HATTERY INC.  
FOR DESIGN SERVICES FOR THE IOWA STATE UNIVERSITY  
RESEARCH PARK PHASE IV IMPROVEMENTS PROJECT**

### **BACKGROUND:**

In the summer of 2018, work began on the development of an Iowa State University (ISU) Research Park lot located at 3525 South Riverside Drive for John Deere. The next phase of ISU Research Park improvements (Phase IV) includes this lot and the development of the surrounding area. These associated public improvements include the paving of approximately 1,570 feet of South Riverside Drive (with shared use path), 1,860 feet of Collaboration Place (with on-street bike lanes), the extension of sanitary sewer and water main, and the installation of electric service improvements and street lighting.

The funding for these improvements will be provided in part through an Economic Development Administration (EDA) grant that was awarded in September of 2018. In addition to the EDA grant funds, a Revitalize Iowa's Sound Economy (RISE) grant was also awarded in January 2019.

Because the EDA grant is federally funded, City Staff followed a federal aid approved process for consultant selection. A Request for Qualifications (RFQ) was sent out in June 2018 for two separate projects; utility improvements and street improvements. Due to delays in the grant applications and awards, the utility improvements project was no longer feasible as a separate project. Therefore, only the five consulting firms who responded to the street improvements project were evaluated. A summary of their scores is shown below (out of 100 possible points):

<b>Consultant</b>	<b>Score</b>
Shive Hattery	88.8
WHKS	87.5
HR Green	86.3
Bolton & Menk	83.8
Snyder & Associates	81.8

Shive Hattery Inc. was scored by the RFQ evaluation team to be the most qualified firm to develop the plans for this improvement project. Therefore, staff worked with Shive Hattery to draft a Professional Service Agreement (PSA) (Attachment 1). This contract agreement has been modified to include additional federal requirements and has been reviewed and approved by the City's legal department and the EDA. The not to exceed total cost of the PSA is \$291,920. Construction inspection services are not included in this PSA. Another RFQ will be created and issued for those services.

As previously stated, this project will be primarily funded with a federal EDA grant and a state RISE grant. These grants will provide approximately 90% of the estimated project costs. The remaining funding will be provided with tax increment financing (TIF) abated GO bonds and City of Ames Electric funds as shown below.

<b>Funding Source</b>	<b>Available Funding</b>	<b>Estimated Expense</b>
Iowa DOT (RISE)	\$1,812,905	
Department of Commerce (EDA)	\$1,743,558	
G.O. Bonds (TIF Abated)	\$ 314,204	
City of Ames Electric	\$ 135,000	
Engineering/Admin		\$ 493,939
Construction		\$2,993,178
<b>TOTAL</b>	<b>\$4,005,667</b>	<b>\$3,487,116</b>

Of the \$493,939 available for engineering and administration, \$291,920 will be allocated for this design PSA with Shive Hattery. The remaining \$202,019 is available for a future PSA for construction inspection services with a firm yet to be determined through an RFQ evaluation process.

**ALTERNATIVES:**

1. Approve the Professional Service Agreement with Shive Hattery Inc. for the design of the ISU Research Park Phase IV Improvements Project in an amount not to exceed \$291,920.
2. Reject the agreement.

**MANAGER’S RECOMMENDED ACTION:**

The ISU Research Park continues to be an important economic development area for the region. Approval of this agreement will allow the design of the next phase of improvements within this development area to begin.

Therefore, the City Manager recommends that the City Council adopt Alternative No. 1, as noted above.

# **AGREEMENT FOR CONSULTING SERVICES**

## **Iowa State University Research Park Phase IV Road and Utility Improvements Project**

**THIS AGREEMENT** is made and entered into as of \_\_\_\_\_, by and between the City of Ames, an Iowa Municipal Corporation, with offices located at Ames City Hall, Post Office Box 811, 515 Clark Avenue, Ames, Iowa 50010, hereinafter called "CITY", and Shive Hattery, hereinafter called "CONSULTANT".

### **WITNESSETH:**

**WHEREAS**, the City desires to retain professional services for the IOWA STATE UNIVERSITY RESEARCH PARK PHASE IV ROAD & UTILITY IMPROVEMENTS PROJECT, and

**WHEREAS**, the Consultant represents that it is qualified to perform the services under this contract.

**NOW, THEREFORE**, and in consideration of mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF WORK:** The services to be performed by the Consultant include preparation of documents or consultation on the items described in Exhibits "1-3", attached hereto and by this reference made a part hereof.
2. **AMENDMENTS TO THE SCOPE OF WORK:** There shall be no increase in the amount of payment, Scope of Work or Time of Performance as stated in this Agreement except by written amendment approved by the City.
3. **CONSULTANT'S COMPENSATION AND METHOD OF PAYMENT:** For the services listed below and described in Exhibit "1", the Consultant shall be paid pursuant to the schedule of fees in Exhibit "3" for a total amount not to exceed \$291,920.00 as shown on a Professional Services Milestone Breakdown attached as Exhibit "4".
4. **TIME OF PERFORMANCE:** The Consultant agrees that it will diligently and responsibly pursue the performance of the services required of it by this Agreement for completion on, or before, the schedule of milestone tasks set out in the Project Schedule attached as Exhibit "2".
5. **COOPERATION BY THE CITY:** All public information, data, reports, records, and maps as are existing, available to the City as public records, and which are necessary for carrying out the work as outlined in the Scope of Work, shall be furnished to the Consultant without charge by the City. The City shall cooperate with the Consultant in every way possible to facilitate, without undue delay, the work to be performed under this Agreement, including turnaround of reviews and approvals.

6. DESIGNATED REPRESENTATIVES: The following individuals are hereby designated as representatives of the City and the Consultant respectively to act as liaison between parties:

CITY

Nathan Willey, P.E.  
Civil Engineer II

CONSULTANT

Nathan Hardisty, P.E.  
Project Manager

Mr. Nathan Hardisty, P.E. shall be the Project Manager in charge of monitoring performance by the Consultant and shall be responsible for the review of all work products prepared by the Consultant. Any change in designated representatives shall be promptly reported to the other party in order to insure proper coordination.

7. STANDARDS OF PERFORMANCE: The Consultant shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments while performing the services described herein in a good, skillful, and professional manner.
8. CHANGE ORDERS: The Consultant shall notify the City, and receive authorization for change orders, prior to incurring any additional costs. The City will not compensate the Consultant for costs associated with, or resulting from, any unauthorized additional work.
9. OWNERSHIP OF DOCUMENTS: All reports, files, drawings, and other material prepared under this Agreement shall become the property of the City. In the event the City uses the Instruments of Service without the permission of the authors of the Instruments of Service, the City releases the Consultant from all claims and causes of action arising out of such uses. The City, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant from all costs and expenses, including the cost of defense, related claims and causes asserted by any third person or entity to the extent such costs and expenses arise from the City's use of the Instruments of Service.
10. PERSONNEL AND ASSIGNMENT: The Consultant represents that it has all personnel required to perform the services under this agreement. The Consultant's personnel shall not be employed by, nor have any direct contractual relationship with, the City. All services required hereunder shall be performed by the Consultant, its employees, or personnel under direct contract with the Consultant. The Consultant shall not assign the performance of the Agreement, nor any part thereof, without the prior written consent of the City.
11. AUTHORITY OF THE CONSULTANT: The Consultant shall be an independent contractor and shall not incur, or have the power to incur, any debt obligation or liability whatever against the City, or bind the City in any manner. The Consultant shall not disseminate any information or reports without the prior approval of the City in writing.

12. CONSULTANT'S ACCOUNTING RECORDS: Records of the Consultant's direct personnel, sub-consultants, and reimbursable and other expenses pertaining to the work and records of accounts between the City and consultants shall be kept on a generally recognized standard accounting basis and shall be available to the City or its authorized representatives at mutually convenient times.
13. TERMINATION: Either party may terminate this Agreement, with cause, upon thirty (30) days written notice to the other. In the event of such termination, the Consultant shall be compensated for all services rendered to the date of termination. Such compensation shall be paid within thirty (30) days of termination. In no event shall the amount due exceed the amount set forth in Exhibit "3". In the event of disagreement as to a portion of an amount claimed to be owed to the Consultant, the amount not in dispute shall be remitted promptly and the parties shall attempt to resolve their differences with respect to any remaining amounts.
14. NOTICE: Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by mail addressed to the City at: Ames City Hall, P.O. Box 811, 515 Clark Avenue, Ames, IA 50010, or to the Consultant at: 4125 Westown Parkway, Suite 100, West Des Moines, IA 50266, unless or until a different address may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office, postage paid. This shall be valid and sufficient notice for all purposes.
15. CONFLICT OF INTEREST: The Consultant represents and agrees that the Consultant has not employed any person to solicit or procure this Agreement, and has not made, and will not make, any payment, or any agreement for payment of any commission, percentage, brokerage, contingent fees, or other compensation in connection with the procurement of this Agreement.
16. INDEMNIFICATION: Neither party hereto shall be liable for any damages proximately resulting from the negligent or wrongful actions or omissions of the other party, employees, agents, or contractors performing under this Agreement.
17. WORKER'S COMPENSATION: The Consultant agrees to provide the necessary Worker's Compensation insurance at the Consultant's own cost and expense for itself and any employees employed by the Consultant. The Consultant, and consulting agent and employees in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.
18. NON-DISCRIMINATION: During the performance of the Agreement, the Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

19. FEDERAL REGULATIONS: The Consultant agrees to adhere to all federal contract provisions listed in Appendix II to Part 200 – “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” found in Title 2 of the Code of Federal Regulations (CFR).
20. EXCLUDED PARTIES LIST: The City has checked the website www.SAM.gov and verified that the Consultant does not appear on the Excluded Parties List.
21. EDA REQUIREMENTS AND CERTIFICATION REGARDING LOBBYING: The Consultant agrees to meet all Economic Development Administration (EDA) contract requirements and has submitted an executed copy of the Certification Regarding Lobbying as required by Section 1352, Title 31, of the US Code.
22. ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties. This Agreement supersedes any and all prior negotiations, representation, or agreements, either written or oral. Any amendments to, or clarification necessary to, this Agreement shall be in writing and acknowledged by all parties to the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

**CITY OF AMES, IOWA**

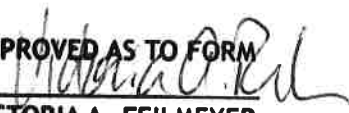
**CONSULTANT**

By: \_\_\_\_\_  
John Haila, Mayor

By: \_\_\_\_\_  
Nathan Hardisty, Project Manager

Attest by: \_\_\_\_\_  
Diane R. Voss, City Clerk

Agreement for Consulting Services

**APPROVED AS TO FORM**  
**BY**   
**VICTORIA A. FEILMEYER**  
**ASSISTANT CITY ATTORNEY**



## **EXHIBIT 1 – SCOPE OF SERVICES**

### **PROJECT DESCRIPTION**

The project is to reconstruct South Riverside Drive from the end of existing pavement to the southern property line of the proposed Deere and Company facility and to construct Collaboration Place from the current terminus near the Economic Development Core facility to South Riverside Drive. The South Riverside Drive improvements are approximately 1,570 feet and Collaboration Place improvements are approximately 1,860 feet. The project includes on-street bike lanes on Collaboration Place and an off-street shared use path along the west side of South Riverside Drive. The path is to extend north of the project terminus approximately 800 feet along the existing South Riverside Drive. It will not be connected to the existing trail constructed in Phase II of the Research Park. Approximately 800 feet of 12 inch diameter water main will be extended along South Riverside Drive to the southern terminus of the project. Sanitary sewer extensions of approximately 700 total feet for future expansions will be included along the Deere and Company west property line and to the east of the Deere and Company property under South Riverside Drive.

The project will be completed with a single bid package.

Coordination with the Economic Development Administration (EDA) and Iowa Department of Transportation (IDOT) will be required due to funding of the project by both the EDA and an IDOT Revitalize Iowa's Sound Economy (RISE) Grant. It is anticipated the project will be let through a City of Ames local letting.

### **SCOPE OF SERVICES**

We will provide the following services for the project:

Civil Engineering, Land Surveying, Unmanned Aerial Surveying, Traffic Engineering and Transportation Engineering, Wetland Delineation and Subsurface Exploration.

These services will consist of the following tasks:

#### **I. Basic Services of the Consultant**

##### **1. Project Management and Coordination**

###### **A. Project Meetings**

- 1) Kick-off Meeting - The Consultant shall coordinate and lead a project kick-off meeting with appropriate City of Ames and ISU Research Park staff.
- 2) Progress Meetings - The Consultant shall lead monthly, in-person project meetings with City of Ames Staff during the design stage. A maximum of 6 meetings are assumed (April 2019 to September 2019).
- 3) Prepare meeting minutes and documentation of items discussed at project meetings.

**B. Bi-Weekly Progress Reporting** - The Consultant shall provide progress reporting with action items on a bi-weekly basis throughout the design process.

**C. Quality Control** - The Consultant will provide on-going quality control throughout the design process.



- D. Coordination
  - 1) The Consultant will coordinate with Deere and Company site development during the preparation of plans and incorporate design information from the development into the project.
  - 2) Coordination with Adjacent Property Owners - The Consultant shall provide notification and coordinate with adjacent properties owners as required. It is anticipated a maximum of 1 meeting with each of the property owners listed below will be required.
    - a) Gary and Katherine May
    - b) Story County Conservation
  - 3) Coordination with the EDA and the IDOT (RISE) for approval of plans and specifications as required.
  
- 2. Surveys and Mapping
  - A. The Consultant shall perform field and office tasks required to collect topographic data and right-of-way information deemed necessary to complete the project.
  - B. The Consultant will conduct field surveys to obtain topographic data, ground elevations, and cross sections required for the development of the Project and to supplement the existing mapping available from the City.
  - C. The Consultant will contact the various utility companies and collect available information on underground utility locations and incorporate such available utility information into the base mapping of the project. Utilities to be researched include sanitary sewer, storm sewer, electric, gas, water, telephone, cable vision, and fiber optic lines.
  - D. The Consultant will research City, County, and State Records to establish locations of property lines, right-of-way lines, and property ownership for the properties affected by the project and incorporate this data into the base mapping of the project.
  - E. The Consultant shall provide staking for soil boring locations.
  - F. The Consultant shall complete platting of the right-of-way for Collaboration Place. The platting shall include:
    - 1) Right-of-way of Collaboration Place.
    - 2) Six permanent easements for storm sewer outlets and inlets.
    - 3) It is assumed the South Riverside Drive construction can be completed without easements being required from adjacent property owners.
  
- 3. Conceptual Plan Development
  - A. The Consultant will develop conceptual plans for South Riverside Drive and Collaboration Place. Plan development will be limited to one scenario based upon the South Riverside Drive and Collaboration Place Extension Preliminary Engineering Report. The conceptual plans will include project extents, pedestrian accommodations, roadway geometry, and property owner impacts.
  - B. Deliverables: the Consultant shall develop a roll plot of the concept for review and a memo documenting the design criteria.

4. Preliminary Design and Plans
  - A. The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, water main, and utilities located within the proposed right-of-way and other features of the project. The preliminary plans for the project will be approximately 50% complete upon completion of the Preliminary Design. Preliminary Design plans will include the following:
    - 1) Title and General Information (A Sheets)
    - 2) Preliminary Typical Cross Sections (B Sheets)
    - 3) Preliminary Plans and Profiles ( D and E Sheets)
    - 4) Reference Ties and Bench Marks (G Sheets)
    - 5) Preliminary Staging (J Sheets)
    - 6) Preliminary Stormwater Drainage Design (M Sheets)
    - 7) Preliminary Pavement Marking and Signage (N Sheets)
    - 8) Water Main (O Sheets)
    - 9) Preliminary Street Lighting Design (P Sheets - by the City of Ames)
    - 10) Preliminary Sanitary Sewer (U Sheets)
    - 11) Preliminary Cross Sections (W, X Sheets)
  - B. An Opinion of Probable Construction Cost will be completed with Preliminary Design.
  - C. Deliverables: Preliminary Plans, Preliminary Opinion of Probable Cost.
5. Subsurface Exploration - Soil Borings (by sub-consultant Allender Butzke Engineers, Inc.)
  - A. Geotechnical Exploration - mobilization with drilling equipment, traffic control, boring locations, utility locations (Iowa One Call), drill 14 borings 10 to 25 feet deep (9 roadway borings, 2 trail borings, 1 culvert boring, 2 sewer/stormwater management borings), laboratory testing (including two each proctor, grain size, and Atterberg limits tests for subgrade soils), engineering analysis, pavement thickness design, and written report.
6. Utility Coordination
  - A. Utility Coordination to be led by City of Ames staff, the Consultant shall support the City by providing plans to be distributed to utility companies in the corridor to discuss impacts to their facilities by the proposed roadway improvements. The anticipated utilities located within the corridor are listed below:
    - 1) CenturyLink
    - 2) Mediacom Communications Corp.
    - 3) Alliant Energy
    - 4) Iowa State University
    - 5) City of Ames - Utility Maintenance (water, sewer, storm)
    - 6) City of Ames - Electric Services
    - 7) Aureon Network Services
    - 8) Xenia Rural Water District
  - B. Meetings with individual utility companies and review of relocations plans are not included but could be provided by an amendment to this agreement.

7. Final Plans and Specifications
  - A. Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, construction drawings, specifications, and an opinion of probable construction cost for the award of a single contract for the construction of the proposed improvements. Final Plans and Specifications to include the following:
    - 1) Title and General Information (A Sheets)
    - 2) Typical Cross Sections (B Sheets)
    - 3) Estimate of Quantities, Estimate Reference Information, Tabulations (C Sheets)
    - 4) Plans and Profiles (D and E Sheets)
    - 5) Erosion Control (EC Sheets)
    - 6) Reference Ties and Bench Marks (G Sheets)
    - 7) Traffic Control and Staging (J Sheets)
    - 8) Intersection Geometrics and Jointing Plans (L Sheets)
    - 9) Stormwater Drainage Design (M Sheets)
    - 10) Pavement Marking and Signage (N Sheets)
    - 11) Water Main (it is anticipated all the existing hydrants on South Riverside Drive will need to be adjusted to new elevations in addition to the new water main extension, the existing hydrants on Collaboration Place will be checked to verify their elevations are appropriate) - (O Sheets)
    - 12) Street Lighting Design and Electrical - (P Sheets - By the City of Ames)
    - 13) Curb Ramp, Sidewalk, and Shared Use Path Plans and Tabulations (S Sheets)
    - 14) Construction Details, Special Grading Areas, Bike Lane Exit Treatments, and Sanitary Sewer (U Sheets)
    - 15) Detailed Cross Sections (W, X, Y Sheets)
  - B. Opinion of Probable Cost
  - C. Deliverables: Final Plans and Specifications, Final Opinion of Probable Cost
  
8. Permitting
  - A. The Consultant will provide a Wetland and Waters of the United States (WUS) delineation for the project area that was not included in the November 2014 Wetland Delineation and the corresponding Approved Jurisdictional Determination dated March 16<sup>th</sup>, 2015 (South Riverside Drive south of Collaboration Place was not previously included). If wetlands or WUS are present, the upper boundaries within the project area will be identified and mapped.
  - B. It is anticipated a Nationwide Section 404 permit can be obtained should wetlands be impacted by the project. The Consultant will coordinate with the United States Army Corps of Engineers to obtain clearance under a Section 404 Nationwide Permit. In the event additional studies are required for a regional or individual permit, those shall be considered additional services.
  - C. The consultant shall coordinate with the Iowa Department of Natural Resources (IDNR) for the following permits:
    - 1) IDNR Wastewater Construction Permit
    - 2) IDNR Public Water Supply Construction Permit

9. Bidding

- A. The Consultant will coordinate and manage the letting process for the project including printing of plans and specifications, preparing the formal Notice of Hearing and Letting, and plan clarification and addenda. The Consultant is to attend the bid opening, prepare the bid tabulation, make a recommendation of award of the contract, and secure the necessary contractual documents.

II. Construction Services

1. Construction Administration

- A. Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include the following:
  - 1) Attend a Pre-Construction meeting after the award of the construction contract for the Contractor, Sub-contractors, Utility Companies and other interested parties.
  - 2) Review Shop drawings, samples, and other pre construction data which the Contractor is required to submit, a maximum of 40 hours of engineering time has been included.
  - 3) Issue necessary interpretations and clarifications of the plans, and in connection therewith, prepare change orders and conduct site visits as required. For budgeting purposes, a maximum of 15 hours of engineering time has been included.
- B. Construction observation (inspection) services are not included.

## **ADDITIONAL SERVICES**

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Construction observation (inspection)
2. Preparation of environmental documentation CE/EA/EIS, other than coordination with SHPO and USACE
3. Cultural resources surveys
4. Archaeological investigation beyond the Intensive Phase I Investigation
5. Contaminated soils investigations
6. Subsurface utility investigations
7. Construction survey
8. Intersection improvements design at Collaboration Place and South Riverside Drive other than a standard "T" intersection
9. Roundabout design
10. Traffic signal design
11. Aesthetics
12. Public information meetings and/or exhibit preparation
13. Shared use path connection to the north along South Riverside Drive including a crossing at the creek that travels under South Riverside Drive
14. Reinforced box culvert design.
15. Shared use path connections to existing path
16. Right-of-way acquisition services
17. Electrical Engineering and/or street lighting design including photometric calculation. All electrical improvements are to be designed, quantified, and appropriate bid items and bidding info provided to Shive-Hattery to include with the plans for letting.
18. Meetings other than specifically included within the scope of services
19. Review of shop drawings, product data, and submittals during the construction phase.
20. NPDES Permitting
21. Redesign due to project budget overruns during design, bidding, or construction phases.

## EXHIBIT 2 – PROJECT SCHEDULE

### Schedule

Notice to Proceed	April 10th, 2019
Surveys and Mapping	April 2019
Conceptual Design	May 2019
USACE Coordination	July – September 2019
Wetland Delineation	May 2019
Preliminary Design	June-July 2019
Utility Coordination	July - August 2019
Final Design	August - September 2019
Permitting	July - September 2019
Letting	October 2019
Construction Administration	Fall 2019 – Fall 2020

## Exhibit 3

City of Ames - ISU Research Park Phase IV Road & Utility Improvements Project

### **Schedule of Fees** **STANDARD HOURLY FEE SCHEDULE** **Effective January 1, 2019 to December 31, 2019**

#### **PROFESSIONAL STAFF:**

Grade 1	\$ 88.00
Grade 2	\$106.00
Grade 3	\$119.00
Grade 4	\$133.00
Grade 5	\$146.00
Grade 6	\$159.00
Grade 7	\$173.00
Grade 8	\$190.00
Grade 9	\$207.00

#### **TECHNICAL STAFF:**

Grade 1	\$ 61.00
Grade 2	\$ 76.00
Grade 3	\$ 85.00
Grade 4	\$ 93.00
Grade 5	\$106.00
Grade 6	\$119.00
Grade 7	\$133.00

**ADMIN STAFF:** \$ 60.00

#### **SURVEY STAFF:**

One Person	\$126.00
Two Person	\$193.00
Drone Surveyor (Video or Photogrammetry)	\$155.00
Drone Surveyor (Thermography)	\$310.00
Scanning Surveyor	\$155.00
Surveyor with Two Scanners	\$210.00

#### **REIMBURSABLE EXPENSES:**

##### **TRAVEL**

Mileage- Car/Truck	\$0.58/ Mile
Mileage- Survey Trucks	\$0.68/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

##### **OUTSIDE SERVICES**

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

##### **IN-HOUSE SERVICES**

###### **Prints/Plots:**

Bond	\$ .30/Sq. Ft.
Mylar	\$ .75/Sq. Ft.
Photogloss	\$ .90/Sq. Ft.
Color Bond	\$ .60/Sq. Ft.
Foam Core Mounting	\$ 13.00

###### **Color Prints:**

Letter Size	\$ 1.00
Legal Size	\$ 2.00

## Exhibit 4 - Estimated Professional Services Milestone Breakdown

City of Ames - ISU Research Park Phase IV Road & Utility Improvements Project

Based on Exhibit 1 - Scope of Services

Task	Description	Total Hours	Subconsultants	Total Fee
1	Surveys and Mapping (11%)	215		\$ 32,693
2	Conceptual Plan Development (7%)	175		\$ 20,045
3	Preliminary Design and Plans (40%)	918	\$16,225	\$ 116,263
4	Final Plans and Specifications (37%)	1062		\$ 110,018
5	Bidding (2%)	40		\$ 4,328
6	Construction Administration (3%)	70		\$ 8,573
			<b>Total Fee</b>	<b>\$ 291,920</b>



**Iowa Department of Transportation  
Agreement for a  
Revitalize Iowa's Sound Economy Program (RISE) Project**

RECIPIENT: Ames

PROJECT NO: RM-0155(700)--9D-85

IOWA DOT AGREEMENT NO.: 2019-R-004

This is an agreement between Ames (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. PPM-2019-40 on January 8, 2019.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the improvement of approximately 1,570 feet of South Riverside Drive and construction of approximately 1,860 feet of Collaboration Place located on the south side of town.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@iowadot.us. The Recipient's contact person shall be Nathan Willey, P.E., Civil Engineer, City of Ames, 515 Clark Avenue, Ames, IA 50010, nwilley@city.ames.ia.us, 515-239-5436.
3. The Recipient shall be responsible for the development and completion of the following described project:

The improvement of approximately 1,570 feet of South Riverside Drive and construction of approximately 1,860 feet of Collaboration Place located on the south side of town. This project is necessary to provide improved access to more than 200 acres for University Research Park purposes. The associated economic development is contingent on providing annual reports for 10 years documenting business development and job creation in the park, the relocation of businesses and jobs to other locations in Iowa and use of interns.

See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, date of project approval (funding commitment) by the Transportation Commission shall be paid as follows:

Ames RISE Funds (City):	\$1,812,091
Ames Local Contribution:	\$776,611
Project Total:	\$2,588,702

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$1,812,091 or 70 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.
11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.

12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
  - A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
  - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Offices of Road Design and Maintenance with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
  - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.
  - D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.

18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to get environmental concurrence before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.
19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

The Recipient shall complete all known required environmental permits before the project is advertised for letting. In addition, the Recipient shall fully comply with all applicable environmental requirements before funds are reimbursed or credited.

The approval of the project application for funding nor the signing of this agreement nor the concurrence to advertise shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at

least thirty (30) days prior to the project advertising of each division. Project cannot be advertised until DOT concurrence has been acquired. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project letting. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.

24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than five percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish a set of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the

Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.

30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.
31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.
32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement, the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.
34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.
35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to

the DOT. Failure to comply with this provision may be considered a default of this agreement.

36. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
40. Local Development University Research Park: The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify associated economic development resulting from the project to the DOT's contact person annually from the date the RISE project is constructed and open to traffic. The annual report included in this agreement as Exhibit F will be submitted for 10 years. The first report shall be submitted to the DOT within one year of the roadway being opened to traffic and annually thereafter. The report will document business development and job creation in the park, the relocation of businesses and jobs to other locations in Iowa, and use of interns. This certification by the Recipient is subject to review and audit by the DOT. The DOT has sole authority to determine whether the associated economic development has been accomplished.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement.

Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.



IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2019-R-005 as of the date shown opposite its signature below.

RECIPIENT: AMES

By: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

Title: Mayor \_\_\_\_\_

CERTIFICATION:

I, \_\_\_\_\_, certify that I am the Clerk of the city, and that  
(Name of City Clerk)

\_\_\_\_\_, who signed said Agreement for and on behalf of  
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_

City Clerk of Ames, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION  
Planning, Programming and Modal Division  
800 Lincoln Way, Ames, Iowa 50010

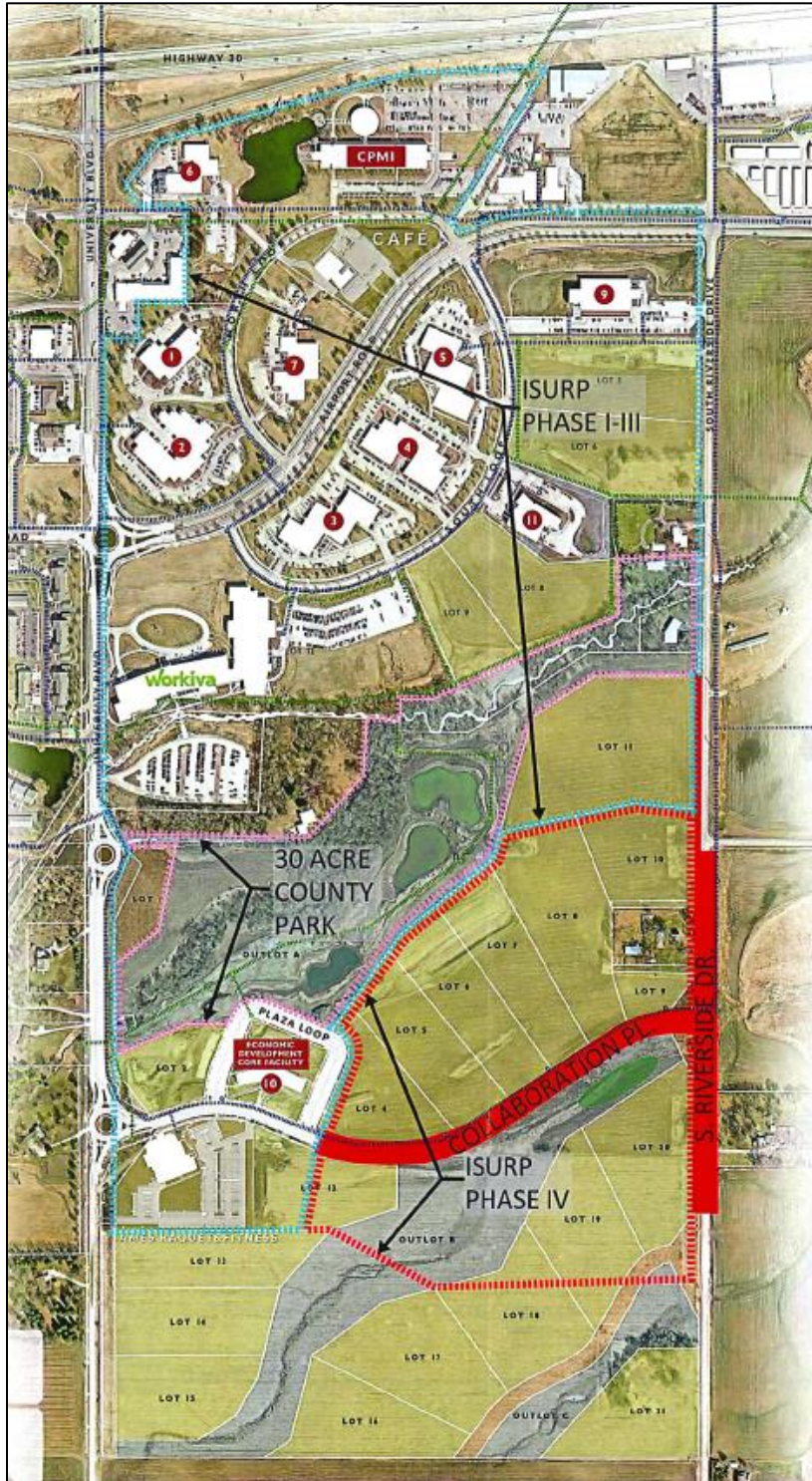
By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_

Craig Markley  
Director  
Office of Systems Planning

**APPROVED AS TO FORM**  
BY Mark Lambert  
**MARK O. LAMBERT**  
**CITY ATTORNEY**

# Exhibit A

Project Site Map:



## **Exhibit B**

Project activities or costs eligible for RISE funding, and which may be counted as part of the non-RISE participation in immediate opportunity and local development roadway projects, include only the following:

- a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.
- b. Bridge and culvert repair, modernization, replacement or initial construction.
- c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.
- d. Public transportation system improvements, including but not limited to bus shelters, bus turnouts, and passenger information signage, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.
- e. Bicycle and pedestrian infrastructure improvements, including but not limited to sidewalks, at-grade pedestrian crossings, bike lanes, and separated bike lanes, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.
- f. Right-of-way acquisition costs, including but not limited to appraisals, negotiation, compensation, and cultural resources surveys necessary to comply with applicable local, state and federal laws, rules and regulations.
- g. Construction or improvement of motorist rest areas, welcome centers and information centers.
- h. Design engineering costs leading to construction plan development and construction inspection costs associated with RISE-financed projects.
- i. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.
- j. Storm drainage and storm sewer costs to the extent needed for draining the roadway.
- k. Reconstruction or adjustment of utilities, including but not limited to water, sanitary sewer, electric, telephone, and natural gas, when utilities are located on private property and require replacement or relocation due to project construction; or said utilities are located in the public right-of-way and the utility is not required to relocate at its own expense.
- l. Costs associated with the acquisition of local, state and federal permits required for roadway construction.

## **Exhibit C**

Activities or costs ineligible for RISE funding, and which may not be counted as part of the non-RISE participation in immediate opportunity or local development roadway projects, include but are not limited to the following:

- a. Any and all costs incurred prior to a funding commitment by the Transportation Commission unless granted advance eligibility to incur costs according to Administrative Rule 761-163.9(315)-
- b. Routine roadway, bridge and culvert maintenance, including but not limited to pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.
- c. Winter roadway and bridge maintenance, including but not limited to snow plowing, sanding and salting.
- d. Overhead and operating costs associated with eligible project activities, including auditing.
- e. Expenses associated with the preparation and submission of applications for RISE funding.
- f. Pre-design engineering, feasibility or alignment studies, and other planning expenses.
- g. Traffic signalization, except as an integral part of a roadway project.
- h. Pavement marking and traffic signs, except as an integral part of a roadway project.
- i. Utility construction, reconstruction or adjustment except for those activities or costs described in Exhibit B, Item k.
- j. Safety appurtenances, except as an integral part of a roadway project.
- k. Lighting, except as an integral part of a roadway project.
- l. Lighting energy and maintenance costs.
- m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.
- n. Parking expenditures, including those for structure, lots, meters, paving, and marking whether on-street or off-street parking.
- o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.
- p. Purchase of furnishings, construction equipment and personal property.

- q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.
- r. Donated right of way.

## **Exhibit D**

### Project Implementation Schedule:

Commission Approval Date: January 8, 2019

Construction: April 2019

Project Closeout: December 2019

**Exhibit E**

**CONTRACT PROVISION**

**Targeted Small Business (TSB)  
Affirmative Action Responsibilities  
on  
Non-Federal Aid Projects (Third-Party State-Assisted Projects)**

**March 2019**

## CONTRACT PROVISION

### Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

#### 1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

#### 2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

#### 3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority  
Targeted Small Business Certification Program  
200 East Grand Avenue  
Des Moines, IA 50309  
Phone: (515-348-6159)  
Website: <https://iowaeconomicdevelopment.com/tsb>

#### 4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

#### 5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.



- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors' groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Contractor \_\_\_\_\_

Page# \_\_\_\_\_

Project# \_\_\_\_\_

**TARGETED SMALL BUSINESS (TSB)**  
PRE-BID CONTACT INFORMATION

County \_\_\_\_\_

City \_\_\_\_\_

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

**NOTE:** Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID  
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ \_\_\_\_\_

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES  
ON NON-FEDERAL AID PROJECTS  
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://iowaeconomicdevelopment.com/tsb>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
  - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Office.
  - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
  - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
  - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

**CHECKLIST AND CERTIFICATION**  
**For the Utilization of Targeted Small Businesses (TSB)**  
**On Non-Federal-aid Projects (Third-Party State-Assisted Projects)**

Recipient: \_\_\_\_\_ Project Number: \_\_\_\_\_

County: \_\_\_\_\_ Agreement Number: \_\_\_\_\_

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals?  YES  NO

If no, explain \_\_\_\_\_

2. Were qualified TSB firms notified of project?  YES  NO

If yes, by  letter,  telephone,  personal contact, or  other (specify) \_\_\_\_\_

If no, explain \_\_\_\_\_

3. Were bids or proposals solicited from qualified TSB firms?  YES  NO

If no, explain \_\_\_\_\_

4. Was a goal or percentage established for TSB participation?  YES  NO

If yes, what was the goal or percentage? \_\_\_\_\_

If no, explain why not: \_\_\_\_\_

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts?  YES  NO

If no, what action was taken by Recipient? \_\_\_\_\_

Is documentation in files?  YES  NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation?

\$ \_\_\_\_\_

What was the final project cost?

\$ \_\_\_\_\_

What was the dollar amount performed by TSB firms?

\$ \_\_\_\_\_

Name(s) and address(es) of the TSB firm(s) \_\_\_\_\_

(Use additional sheets if necessary)

Was the goal or percentage achieved?  YES  NO

If no, explain \_\_\_\_\_

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit F**

**ACCOMPLISHMENT REPORT FOR  
UNIVERSITY RESEARCH PARKS**

**Revitalize Iowa's Sound Economy (RISE) Local Development Project**

Recipient(s) \_\_\_\_\_ Project Number \_\_\_\_\_  
(City/County)

Agreement \_\_\_\_\_ Agreement  
Contingencies \_\_\_\_\_ Number \_\_\_\_\_

\* Report Period: From Commissional Approval Date To Date of Submittal

Name and Title of Person Completing Report \_\_\_\_\_

Telephone # \_\_\_\_\_ FAX# \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Date Prepared \_\_\_\_\_

**REPORT CONTENTS**

**Section 1 – Jobs Assisted**

Report full-time equivalent jobs that have been retained and/or created as well as interns by each business, industry, or site with access to the RISE funded road improvements. If applicable, include those specifically mentioned in the approved RISE Project application and others having located in the project area since the date construction started. Report should also track businesses/jobs that have relocated outside of the Research Park and identify where they have relocated to by city and state.

**Section 2 – Capital Investment**

Report total amount of public and private funds expended in the project area on non-road economic development activities; buildings, equipment, etc.

**Section 3 – Other Contingencies**

If required by the agreement, provide documentation to support fulfillment of non-Job or Capital Investment contingencies.

**Section 4 – Certification Statement**

Sign and complete the certification statement.

**Section 1 – JOBS ASSISTED**

Complete a separate listing for each business, industry or site. Reproduce this page as needed. Report only jobs specifically assisted by the RISE project. Do not include RISE project construction jobs or indirect “multiplier” jobs. List permanent full-time jobs retained and/or created using Full-Time Equivalents (FTEs). A full-time permanent job equals 1.0 FTE (40 hrs/wk). Retained jobs are those existing as of the Commission Approval Date, while new jobs are those created since that date. When identifying a business that has been relocated from the Research Park, identify where the business has relocated to by city and state and the approximate month and year the relocation occurred. Interns will also need to be tracked in the report. The Iowa Department of Transportation may request Payroll or State Employment reports as an additional means of employment validation.

<u>Name of Business</u>	<u>Relocated (state location) or within Research Park?</u>	<u>Retained FTE Jobs</u>	<u>New FTE Jobs</u>	<u>Interns</u>	<u>Average Wage/Hr</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**Section 2 – CAPITAL INVESTMENT**

Total Capital Investment includes investment for infrastructure to serve the development and other capital investment associated with the development that occurred during the reporting period. Infrastructure includes water, electricity, natural gas, telephone, storm sewer, sanitary sewer, buildings, equipment, land and non-RISE transportation facilities (i.e. rail spur).

1. Cumulative amount of Private funds expended by existing and new business and industry on non-RISE in the project area; (Do not include the amount of private funds, if any; used to match the RISE funds.)  
\$ \_\_\_\_\_
  
2. Cumulative amount of Public funds expended on non-Rise activities to support existing and new business and industry in the project area. (Do not include the amount of public funds used to match the RISE funds.)  
\$ \_\_\_\_\_



**Section 3 – OTHER CONTINGENCIES**

Current zoning of RISE assisted site (enclose zoning map for area):

\_\_\_\_\_

Number of Lot/Acres Undeveloped:

\_\_\_\_\_

Number of Lots/Acres Developed but unoccupied:

\_\_\_\_\_

Number of Lots/Acres Developed and occupied by a business (Additional business details should be provided under Section 1):

\_\_\_\_\_

If applicable, attach documentation substantiating that other non-Job or Capital Investment contingencies have been fulfilled. If the contingencies have not been fulfilled, please explain the reasons for non-fulfillment. Also provide an expected date for fulfillment of contingencies.

**Section 4 – CERTIFICATION STATEMENT**

Please have it signed by the appropriate City or County Official.

***I certify that the information provided in this accomplishment report is complete and accurate to the best of my knowledge.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (typed or printed)

\_\_\_\_\_  
Date Signed (typed or printed)

Mail original to:

RISE Program Manager  
Office of Systems Planning  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010



*Smart Choice*

**Public Works Department**

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

February 12, 2019

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

RE: ISU Research Park Phase IV LOC Reduction #1 (Final)

Ladies and Gentlemen:

The public improvements required as a condition for approval of the final plat of **Iowa State University Research Park Phase IV** are to be completed through a City public improvement project that will be funded by an Economic Development Administration (EDA) grant and a Revitalize Iowa's Sound Economy (RISE) grant. Therefore, the letter of credit currently on file for these improvements is no longer necessary.

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 released in full.

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

**COUNCIL ACTION FORM**

**SUBJECT: CAMPUSTOWN PUBLIC IMPROVEMENTS (WELCH AVENUE) WATER QUALITY INITIATIVE FUNDING AGREEMENT WITH IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP**

**BACKGROUND:**

The City of Ames has been awarded a grant in the amount of \$100,000 through a competitive application process administered by the Iowa Department of Agriculture and Land Stewardship (IDALS). This agreement is through the Water Quality Initiative Urban Conservation Demonstration Project Program. This program was established in order to assess and reduce nutrients in the state's watersheds, including sub-watersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from non-point sources in a scientific, reasonable, and cost-effective manner. **This grant applies to the Campustown Public Improvements Project (Welch Avenue).**

The City of Ames plans to incorporate stormwater quality BMPs (Bioretention Cells/Tree Trenches w/ permeable pavers) to capture runoff draining to and from the sidewalks, staying committed to support of, and leadership in, improving and protecting water quality. As part of the outreach efforts for Welch Avenue improvements, the public interest survey results showed that some trees are desired with a preference for in-ground plantings that provide water quality benefit.

Revenue for this project totals \$1,750,000 from the following sources: \$100,000 Road Use Tax, \$1,000,000 GO Bonds, \$425,000 Water Utility Funds, \$125,000 Sewer Utility Funds, and \$100,000 in Electric Utility Funds. The budget reflects \$260,000 for engineering/construction administration and \$1,490,000 for construction.

**ALTERNATIVES:**

1. Approve the Water Quality Initiative Urban Conservation Demonstration Project funding Agreement with Iowa Department of Agriculture and Land Stewardship for the Campustown Public Improvements (Welch Avenue) in the amount of \$100,000.
2. Reject the Agreement.

**MANAGER'S RECOMMENDED ACTION:**

Approval of this agreement with IDALS must happen before moving forward with construction of this project in the 2019/20 construction season.

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

**WATER QUALITY INITIATIVE  
Urban Conservation Demonstration Projects**

<b>CONTRACT NUMBER:</b>	Urban19WQI-001
<b>Project Name:</b>	Campustown Public Improvement Project: Welch Avenue
<b>Contract Effective Date:</b>	April 1, 2019
<b>Project Completion Date:</b>	June 30, 2020
<b>Award Amount:</b>	<b>\$100,000.00</b>

**COST-SHARE GRANT CONTRACT (“Contract”)**

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

IDALS Contact Person: Will Myers Phone: (515) 725-1037

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

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

Grantee ID Number: (federal identification #): 42-6004218

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

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

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

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

## **SECTION 1. PROJECT**

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

## **SECTION 2. PROJECT COMPLETION DEADLINE**

The Project must be completed no later than **June 30, 2020**. An extension may be granted by IDALS, through an amendment, if a written request showing demonstrable progress toward completion of the Project is submitted and IDALS determines such an extension is warranted. Any extension request submitted by the Grantee must be received by IDALS no later than 30 days prior to expiration of this contract.

## **SECTION 3. DURATION OF COST-SHARE GRANT CONTRACT**

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

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

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

## **SECTION 4. TERMS OF CONTRACT**

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

**4.2 MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by IDALS for Project activities shall conform to the budget as

presented in Contract Exhibit B - Project Budget. It is further understood and agreed that the total of all payments to the Grantee by IDALS for Project activities shall not exceed the Award Amount unless modified by written amendment of this Contract.

**4.3 USE OF FUNDS.** The Grantee hereby agrees to construct and operate the Project as described in its Application Exhibit A, as approved by IDALS, and Exhibit B, Project Budget. Grantee shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Contract. Grantee shall allow IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, to inspect the Project facilities at all reasonable times in order to monitor and evaluate performance with the terms of this Contract and Iowa law.

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

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

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

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

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

approval before entry into force and effect.

**4.9 AWARD AMOUNT, TYPE.** This is a cost-share grant award in the amount of \$100,000.00

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

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

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

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

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

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

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

Specifically, Grantee is required to:

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

## **SECTION 5. RELEASE AND DISBURSEMENT OF FUNDS**

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

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

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

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

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

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

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

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

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

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

- a) All purchases for which reimbursement will be requested must be approved by IDALS prior to any expense being incurred by Grantee. Failure to adhere to this condition will result in



forfeiture of all claims for reimbursement for the item(s) in question.

- b) In no instance will the reimbursement rate for an item purchased in this category exceed fifty percent (50%) of the documented cost of the item. Furthermore, no other source of state funding may be used to provide the non-IDALS share of expense for the item.
- c) If at any point prior to completion of the project, a piece of equipment or non-consumable supply item is sold, liquidated, or transferred for use outside of the project, full and immediate repayment of grant proceeds used to purchase the item by the Grantee to IDALS will be required.
- d) Recurring expenses associated with operation and maintenance of such equipment shall be the sole responsibility of the Grantee.

## **SECTION 6. REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to IDALS as follows:

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

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

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

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

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

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

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

## **SECTION 7. DEFAULT**

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

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

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

## **SECTION 8. TERMINATION**

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

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

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

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

**8.4.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation,

results accomplished, conclusions resulting therefrom, any other matters IDALS may require.

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

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

## **SECTION 9. CONFLICT OF INTEREST**

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

## **SECTION 10. INDEMNIFICATION**

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

## **SECTION 11. CONTRACT ADMINISTRATION**

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

### **11.2 COMPLIANCE WITH THE LAW; NONDISCRIMINATION IN EMPLOYMENT.**

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

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

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

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

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

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

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

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

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

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

shall immediately repay to IDALS any and all unallowable costs.

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

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

**11.10 INTEGRATION.** This Contract contains the entire understanding between Grantee and IDALS relating to this Project and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the latest date stated below.

**FOR GRANTEE:**

Enter Grantee Name  
City of Ames

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**FOR IDALS:**

\_\_\_\_\_  
Julie Kenney, Deputy Secretary of Agriculture

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date



February 8, 2019

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

Dear Mr. Myers,

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

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

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

Respectfully,



Tracy L. Warner, P.E.  
Municipal Engineer

**City of Ames Urban Water Quality Improvements**

**CAMPUSTOWN – WELCH AVENUE**

## Full-Application Cover Sheet

### 1. General Project Information

**Project Title:** Campustown Public Improvement Project: Welch Avenue

**Applicant Entity:** City of Ames, Iowa **Contact:** Tracy Warner

**Address:** 515 Clark Avenue, Ames, Iowa 50010

**Phone:** (515) 239-5610 **Email:** [twarner@city.ames.ia.us](mailto:twarner@city.ames.ia.us)

**Authorized Representative Signature:**



### Executive Summary

Welch Avenue between Lincoln Way and Chamberlain Avenue (known as the 100 block) is scheduled for reconstruction in fiscal year 2019-2020 (spring/summer 2019) as part of the City of Ames Capital Improvements Program. The pavement of Welch Avenue was most recently rebuilt in the late 1980's/early 1990's and has century-old underground utility infrastructure underneath it. These facilities are in need of replacement and include water main, storm sewer, and sanitary sewer.

Welch Avenue is located within an area known as Campustown and is in the College Creek Watershed. Campustown is a high density residential and commercial district with high visibility and adjacent to Iowa State University, which lies immediately to the north.

Welch Avenue stormwater discharges under Lincoln Way to College Creek just upstream of the entrance to Lake Laverne on the Iowa State University Campus. The College Creek-Squaw Creek confluence is approximately one mile to the east of the project site. See Figure1 for the project location.

Due to the urban nature of the location, proposed stormwater BMP's types are very limited. Located in an older, highly impervious portion of the City, there are currently no stormwater controls to address water quality resulting in the creek being heavily influenced by urban stormwater discharges. The proposed stormwater controls will show that, even in a high density area, pollutants can be effectively reduced.

### 2. Name, location and importance of the surface water:

#### **College Creek, (tributary to Squaw Creek), Lake Laverne**

College Creek headwaters lie approximately 3.5 miles west of the project site in Boone County. The Creek enters Ames 2.5 miles west of the site and passes through a residential area. The middle reach of College Creek passes through the area known as Campustown, crosses under Lincoln Way and enters into Lake Laverne on the campus of Iowa State University. From the lake, College Creek discharges to the Squaw Creek (the second largest waterway in Ames) about 1 mile to the east. A tributary of the South Skunk River, Squaw Creek drains approximately 147,000 acres from Boone, Hamilton, Story and Webster counties, and is represented by both urban and agricultural settings. It enters the South Skunk River in southeast Ames. See Figure 2, a Watershed Map of the City.

College Creek is a significant watershed within Ames as it lies in the center of the City within residential and commercial areas and institutional areas (Iowa State University). Improvement efforts have been made upstream of the project site in 2008 to 2010. The restoration included over 4,000 feet of stream channel and bank stabilization as well as upland stormwater management practices, riparian enhancement as well as the integration of residents & recreational users. The engagement and interest in water conservation and quality is shared among its residents.

Just downstream of the project site is Lake Laverne, a focal point on campus. The importance of improving the quality of this water feature cannot be overestimated. It is highly visible at the south entrance to the campus and lies just west of the Union, a center of activity on the Iowa State University campus. The lake has historical significance and protection of waters tributary to it help to maintain the positive image and reputation of the City and University. Recent efforts have been made to improve water quality within the Lake.

### 3. Project Partners

- Squaw Creek Watershed Management Authority (SCWMA)
- Prairie Rivers of Iowa
- Iowa State University
- Iowa Stormwater Educational Partnership (ISWEP)



#### 4. Budget Summary

	IDALS Request	Applicant Contributions	Partner Contribution	Total Budget
April 1, 2019 -June 30, 2019		\$ 5,000		\$ 5,000
July 1, 2019 – June 30, 2020	\$ 100,000	\$ 120,960	\$ 4,040	\$ 225,000
Overall	\$ 100,000 (43.4%)	\$ 125,960 (54.8%)	\$ 4,040 (1.8%)	\$ 230,000

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

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

The City of Ames has a progressive Post-Construction Stormwater Management Ordinance that requires all stormwater from development be managed comprehensively for water quality and flood control. Ames takes the approach that it is hard to expect new development to do this, if the city isn't setting the example. This highly visible project provides a demonstration of specific practices in a highly urban setting and will be an epicenter of education on urban green infrastructure for local developers, re-developing businesses, students and residents.

The Campustown Public Improvements program is located in the 100 block of Welch Avenue, between Lincoln Way and Chamberlain Avenue. Stormwater quality conservation practices will be part of this project. This street is scheduled for reconstruction in fiscal year 2019-2020 (spring/summer 2019) as part of the Capital Improvements Program. It includes a retrofit of an ultra-urban streetscape that will include the following stormwater BMP's to treat runoff from the 1.25" water quality storm:

- o **Permeable pavers** to be installed in a portion of the sidewalk.
- o **Bioretention** under the permeable pavement through use of tree trenches.

The practices are illustrated in Figure 3, a street cross section and bioretention cell and Figure 4, the conceptual location of the proposed bioretention practices and permeable pavers.

- o **Signage** to be installed next to practices explaining the benefits to the public.

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

Interest in improving and protecting our water resources in this watershed is evidenced by the actively engaged community and watershed groups. These groups will play a key role in providing education and awareness by using their existing forums, resources, media outlets, active and engaged audiences and members, as well as planned field days for presenting the project to provide education and awareness on stormwater quality as related to the proposed project. Partners for this project include the Squaw Creek Watershed Management Authority (SCWMA), Prairie Rivers of Iowa and Iowa State University and Iowa Stormwater Educational Partnership (ISWEP). Partner support letters are provided within this application. All partner contributions will be provided in-kind.

Iowa State University has a diverse population of students that come from and will move to both urban and rural communities before and after they leave Ames. They will take what they learned and apply it locally within urban and rural areas of Iowa, as well as beyond Iowa and beyond the United States. Because the University is predominately an agricultural, science and engineering university, many students will be employed in professions where water quality is becoming a big concern that is being addressed locally and globally. The principles of nutrient reduction learned from the measures on Welch Avenue can be applied to the professions of farming, site design and biology/ecology. The impact of an effective feature such as the proposed bioretention cells can have broad and far reaching impacts and implications because of the unique location of the project and the characteristics of the University community.

Outside of the University partner, the Squaw Creek Watershed Management Authority (SCWMA) and ISWEP have close existing collaborative relationships, with City Staff being members of both partners. This will help facilitate the concerted education and outreach effort. The existing relationships amongst the project partners, including the City, and the affiliated extensive networks and resources will be leveraged for maximizing education and outreach opportunities.

The City is committed to being a leader in protecting and improving water quality, and implementing practices that support ongoing efforts. City policies, as well as the efforts, goals and objectives shared by other watershed partners such as the SCWMA, which completed a watershed management plan in 2014 for effectively converting planning into action and implementation. This provides an opportunity to tie directly into the collective efforts of the Squaw Creek Watershed Management Plan, directly contributing to the goals listed in the plan:

**Goal #1** is to increase people's awareness and understanding of the individual connections and efforts within the watershed. **Goal #2** is to improve water quality in the watershed. **Goal #3** is to reduce the effects associated with altered hydrology (heavy flows, diminished base flow) within the watershed. **Goal #4** is to increase the variety of habitat for animal and plant life in the watershed. **Goal #5** is to create outstanding recreational opportunities in the

watershed. **Goal #6** is to work cooperatively to identify stakeholders and resources and facilitate partnerships to implement the watershed plan.

This project will provide great exposure to both urban and rural watershed residents for educational and awareness purposes contributing to the effort of translating awareness of watershed issues into action as outlined in the watershed management plan. In addition, the proposed project would further support and compliment the urban and rural collaborative efforts in addressing conservation and watershed health.

The direct water quality benefits of this project will be realized by residents of the City and other members of the community (rural and urban) who are directly active in College Creek/ Squaw Creek Watershed, as will downstream rural and urban populations alike, extending to the Squaw Creek, the Skunk River and beyond. The proposed practices will provide removal of nutrients, sediment, bacteria, oil and grease, heavy metals, and other pollutants common to urban environment through settling, biochemical reactions, and plant uptake. In addition, the tree trenches will promote healthier trees within an urban environment and also reduce the impact of urban heat.

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

The proposed water quality practices are part of a larger Welch Avenue street and utility project that includes new storm sewer, water mains to improve flow and quality in the area and provide additional domestic and firefighting capabilities. These improvements will service the adjoining redeveloped areas as well as provide for future high intensity development in the vicinity. In addition the project includes improvements to the existing sanitary sewer system that will reduce inflow and infiltration, recover structural integrity, and mitigate back-up potential.

It is anticipated that other blocks of Welch Avenue and Campustown streets will be reconstructed within the near future and that this project will set the standard for stormwater management within those streets.

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

Performance-based metrics will be used to estimate pollutant(s) removal based on the drainage areas treated by the bioretention areas. In addition, a pre- and post-project survey will be administered by Prairie Rivers of Iowa to assess the project contribution to public awareness, to assess the effectiveness of the education and outreach efforts.

Nutrients will be monitored in effluent entering the system and at the outlet of the bioretention cell as the effluent enters the storm sewer system. This information can also be tied to pollutant removal. The practices will be inspected and maintained on a scheduled basis to ensure long-term function. The educational aspects will be evaluated based on the number of outreach efforts and number of participants attending events.

Tree health will be monitored as well. Paul Tauke, the City of Ames Urban Forester, will be consulted for evaluation and inspection of tree health. Site visits will take place throughout the year (at least once in the spring and once in the fall) documenting the trees growth and health. The first practice will measure the trunk diameter at 4.5 feet above the ground for each tree using a diameter tape. The second practice is be a visual evaluation of the tree's health. The tree's health will be rated on a system of A through D. (A) being good health, (B) being stressed, (C) indicating declining health and (D) noting dead, almost dead, missing or replaced. The third measurement of data collection will be photographs documenting the growth.

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

The City of Ames will levy project partners and City resources to develop an extensive outreach plan that will include planned field visits, website and newsletter articles, live social media broadcasts, produced educational videos, and other stakeholder presentations. The City will install permanent signage and highlight the project during annual Eco Fair and Ames School Science Nights. Outreach will also include working with the Campustown Action Association to educate the neighborhood businesses and residents about the practices. The City will also ask project partners to include project articles within their communication resources and events to further provide awareness to the project. We anticipate that public awareness will be very high due to the highly visible location and public knowledge of the area.

In addition to the City's professional organizational partners, the City has a unique ability to work with Iowa State University classes and student clubs. Welch Avenue is the center of the Campustown District and as such a significant number of pedestrians pass through the area. This includes University students, Ames residents and business owners, faculty, staff, alumni, and visitors. Traffic counts performed on September 13, 2018 indicate that there are currently at least 2,200 pedestrians passing through the Welch Avenue and Lincoln Way intersection on a typical day.

In conjunction with the planning and design of this project, the City created partnerships with the Community and Regional Planning Group (CRP) as well as the Student Body Government to help draw in feedback about design and priorities. Water quality and storm water management features were a desired feature for the Welch Redevelopment Project per the community wide survey and outreach events. The City will continue to work with the CRP club and other ISU departments on this project to provide learning opportunities and awareness of water quality features and our sponsors.

It is proposed to give tours and teach about the practices at “Summerfest”, an annual event held for the Community on Welch Avenue, at “Welcomefest”, a large event held at the beginning of the University School Year at the Union, and at a Campustown Action Association monthly meeting.

**Full-Application Narrative**

**Explain where you are at in the planning and design process for each practice.**

- **Provide preliminary or final plans, if possible.**

Design of the stormwater practices is in process. Concept design of the proposed bioretention and permeable paver is shown in Figures 3 & 4. A consultant has been retained to prepare full design and construction plans for the practices. Signs will be designed during the later stages of construction and installed shortly after the construction is finished.

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

**Approximate Timeline:**

- Complete Preliminary Design: March 29, 2019
- Obtain IDNR Utility permits: April, 2019
- Complete Final Design: April 18, 2019
- Bid Letting: May 22, 2019
- Award Construction Contract: May 28, 2019
- Begin Construction: July, 2019
- End Construction: October, 2019
- Install Signage: November, 2019
- Education and Outreach, continuous beginning during construction

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

No permits are required for the proposed water quality measures; however, utility permits are required for the proposed replacement water mains and sanitary sewer mains prior to construction. Preliminary design of these utilities is in process and it is anticipated that the permits will be obtained by the end of March, 2019.

**Provide a listing of partners, including who/what entities are contributing to the project, whether those funds are in-kind or cash, and what specific item these contributions are going towards (outreach, practice, design, etc). For in-kind funds, please provide additional detail of the anticipated value of these contributions as they pertain to each project deliverable.**

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

Signed letters of support from each partner are attached at the end of this application.

<b>Project Partner</b>	<b>Representative</b>	<b>Contribution Type</b>	<b>Item(s) Covered</b>
Squaw Creek Watershed Management Authority (SCWMA)	Jean Eells	In-Kind	Outreach/Education
Prairie Rivers of Iowa	Penny L. Brown Huber	In-Kind	Outreach/Education
Iowa State University	Mimi Wagner, Mike Perez, Grant Thompson	In-Kind	Outreach/Education Water Quality Monitoring
Iowa Stormwater Educational Partnership (ISWEP)	Pat Sauer	In-Kind	Sign Design/ Outreach/Education

[Practice Description](#)

<p><b>Practice #1: (provide name and description of practice)</b></p> <p><b>Permeable Pavers</b></p> <p>Permeable pavers are planned within sections of the sidewalk of Welch Avenue.</p>	<p><b>IDALS: (IDALS contribution to practice)</b></p> <p>\$ 30,000</p> <hr/> <p><b>TOTAL: (Applicant and partner budget contributions to practice)</b></p> <p>\$ 30,000</p>
<p><b>Practice Details: (provide a general description of the location, design status, permits required, and current permit status)</b></p> <p>This practice will capture runoff from the project area of approximately 30,000 square feet. Pavers will be designed in accordance with Chapter 10 of the Iowa Stormwater Management Manual. The pavers will serve as the primary entrance system into the tree trenches and will allow for effective transport of runoff from the surface to the tree roots. Permeable pavers are capable of significant nutrient reduction of up to 80% total phosphorous, 80% total nitrogen and 90% heavy metals.</p> <p>In 2017 the City of Ames installed permeable pavers in combination with bioretention cells within the reconstructed City Hall parking lot. In an effort to encourage the local development community in embracing Low Impact Development practices, the City wants to set the example, that even in a highly urban part of the City, these practices can be used effectively. They are also an effective way to incorporate storm water features into a streetscape and making the streetscape more attractive to the users.</p>	

**Practice Description**

<p><b>Practice #2: (provide name and description of practice)</b></p> <p><b>Bioretention Cells/Tree Trenches</b></p> <p>The project area is approximately 33,000 square feet and produces about 3,000 cubic feet of stormwater runoff during the water quality storm (1.25").</p>	<p><b>IDALS: (IDALS contribution to practice)</b></p> <p>\$ 67,500</p>
	<p><b>TOTAL: (Applicant and partner budget contributions to practice)</b></p> <p>\$ 67,500</p>

**Practice Details: (provide a general description of the location, design status, permits required, and current permit status)**

Bioretention cells through the practice of tree trenches will be designed to treat the water quality storm from the street and sidewalk area and will be located at strategic locations within the project. The Iowa Stormwater Management Manual Design does not specifically include this bioretention practice but since space is very limited traditional bioretention is not an option. The design will manage the water quality volume from the bioretention section of the Iowa Stormwater Management Manual. The City will work with the urban conservationist on this design to be sure it conforms to the tree trench standards that are currently being developed by the ISWMM technical committee. See Figure 3 for a conceptual view of the bioretention cell on a typical cross section and Figure 4 for a conceptual location of the cells.

The bioretention cell will work in combination with permeable pavers and curb openings along the street that will enable the runoff to enter the soil system and street trees. Below the pavers will be an aggregate filter layer and below that will be a structural units, which support the pavement. The units will contain a soil media that will allow tree roots to penetrate and use stormwater that is distributed throughout the system will a series of pipe and stone. Trees will be planted next to the structural units and the sizing of the units will allow for successful support of either an understory or overstory tree. A linear underdrain will be constructed at the bottom of the system to transport excess water that passes through the tree trench to the storm sewer system.

In addition to the benefits to the health of the trees, there will be significant reduction in pollutants from the runoff. Typical pollutant removals in this type of system are:

- Total suspended solids: 85-95%
- Total phosphorus : 70-75%
- Total nitrogen = 65-80%%
- Heavy Metals: 75-95%

Several Departments within Iowa State University are proposing to collaborate to research the effectiveness of the practices in pollution reduction. In addition there will be public education and outreach during construction and after completion of the practices. Partners, including Iowa State faculty, will tour the practices with their students, and the teaching impact is anticipated to go far outside Ames as students leave the City and apply what they have learned.

No outside permits are required for the installation of this practice.

<p><b>Practice #3: (provide name and description of practice)</b></p> <p><b>Signage</b></p> <p>Install signage at the stormwater quality practices</p>	<p><b>IDALS: (IDALS contribution to practice)</b></p> <p>\$ 2,500</p> <hr/> <p><b>TOTAL: (Applicant and partner budget contributions to practice)</b></p> <p>\$ 2,500</p>
<p><b>Practice Details: (provide a general description of the location, design status, permits required, and current permit status)</b></p> <p>Signs will provide information to both the casual visitor and to those visiting the site to see the practices. They will be placed at key locations to attract people and will be a key tool in educating the public on the stormwater practices employed at the site.</p> <p>Welch Avenue serves as a hub for Ames residents; Iowa State University faculty, alumni, and current students; and visitors to the City of Ames. Extensive outreach was conducted for this redevelopment project providing input that included storm water management and water quality features to be a highly desired portion of this project. The City of Ames in partnership with the ISU Community and Regional Planning Student Group developed a community and student survey along with several outreach events to garner diverse input. The permanent signage of these features will offer desired information and learning tools for Iowa State students and Ames residents.</p> <p>It is proposed to give tours and teach about the practices at “Summerfest”, an annual event held for the Community on Welch Avenue, at “Welcomefest”, a large event held at the beginning of the University School Year at the Union, and at a Campustown Action Association monthly meeting. The signs will be a teaching tool during these tours.</p> <p>The signage will also explain the practices to the local development community, providing valuable information to property owners and developers, consultants and construction representatives.</p>	





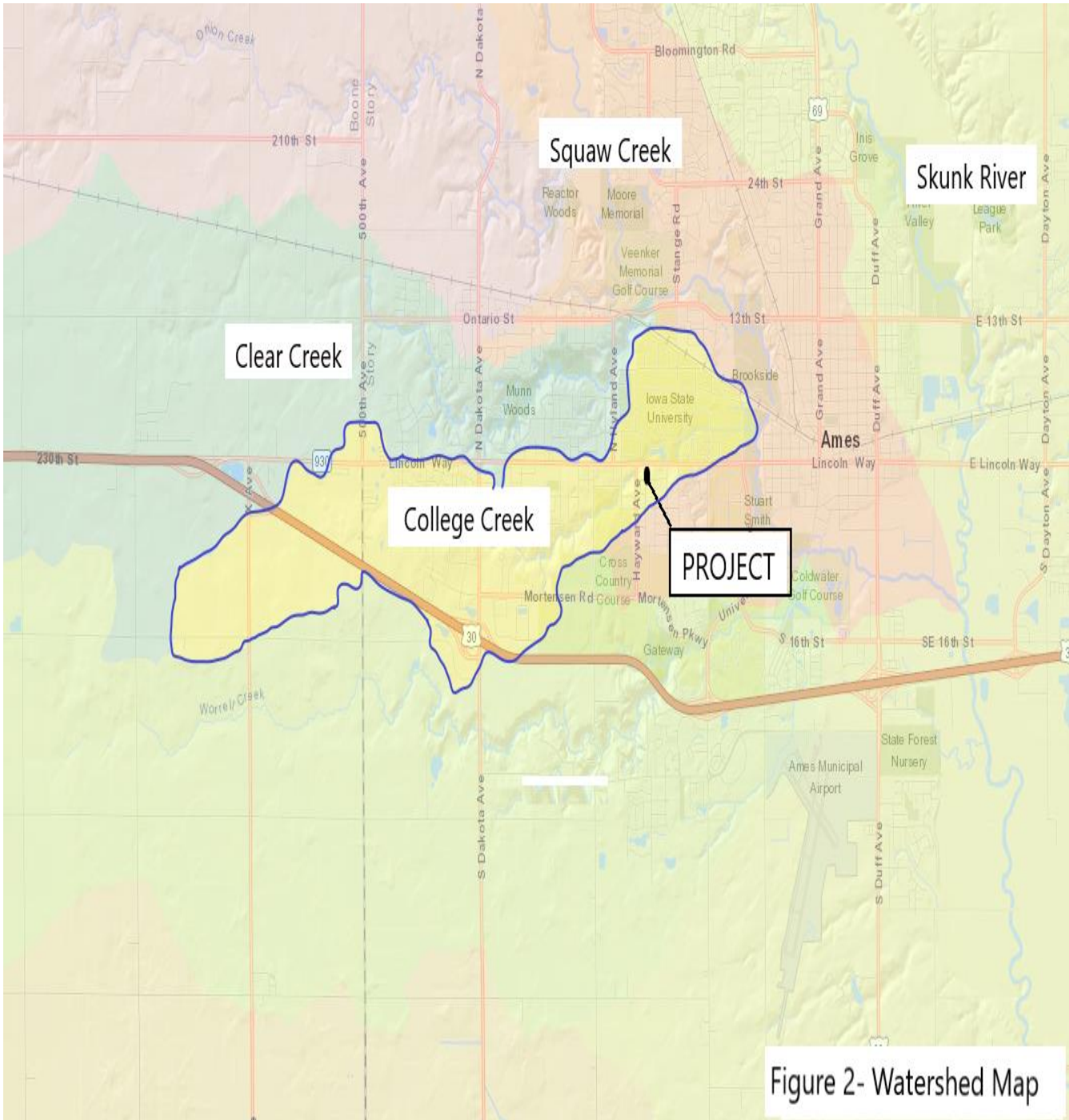
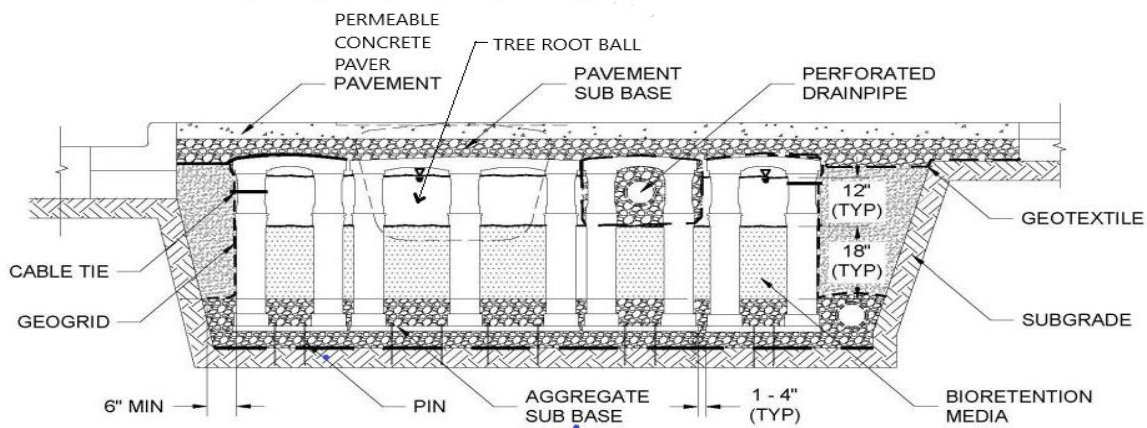
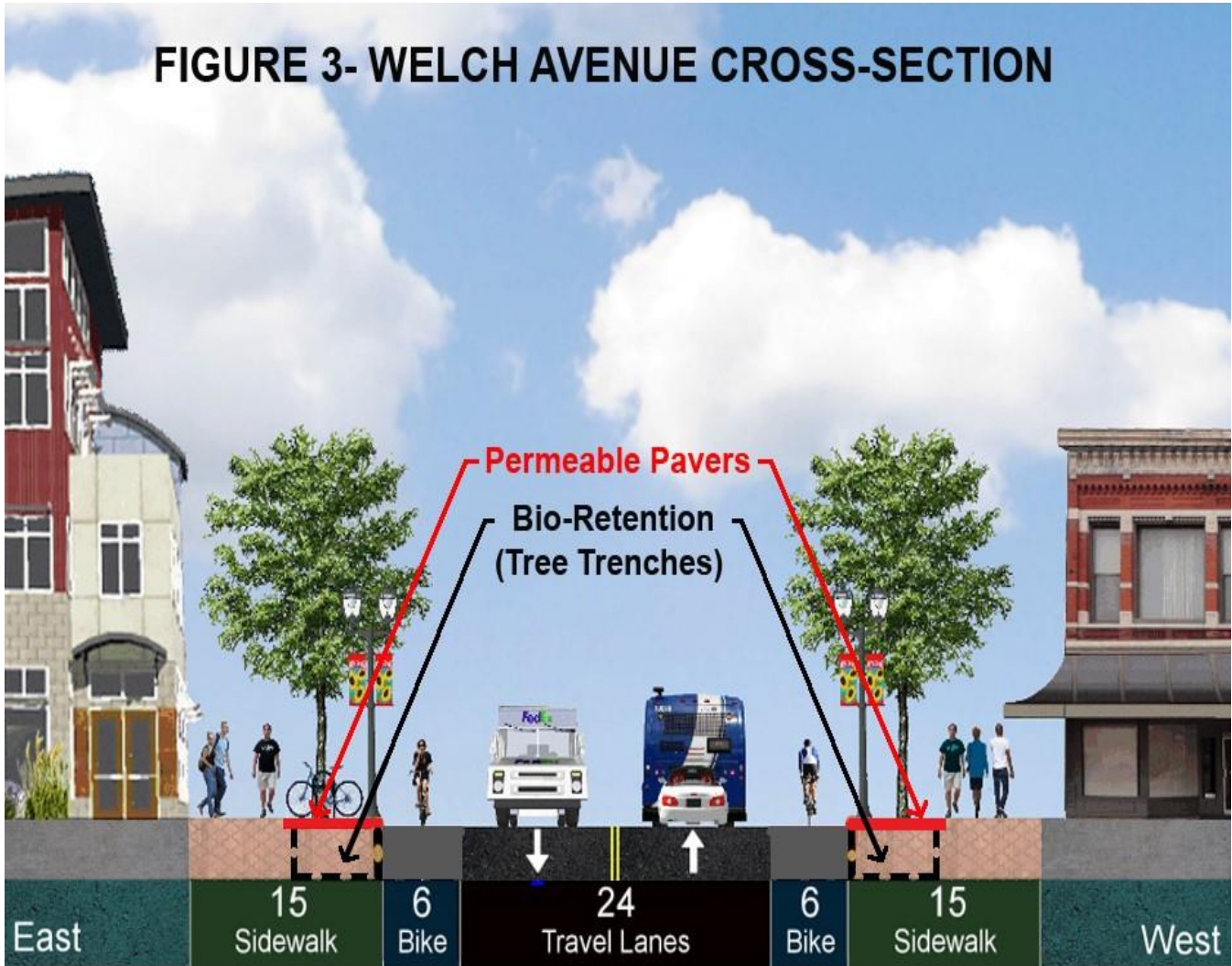


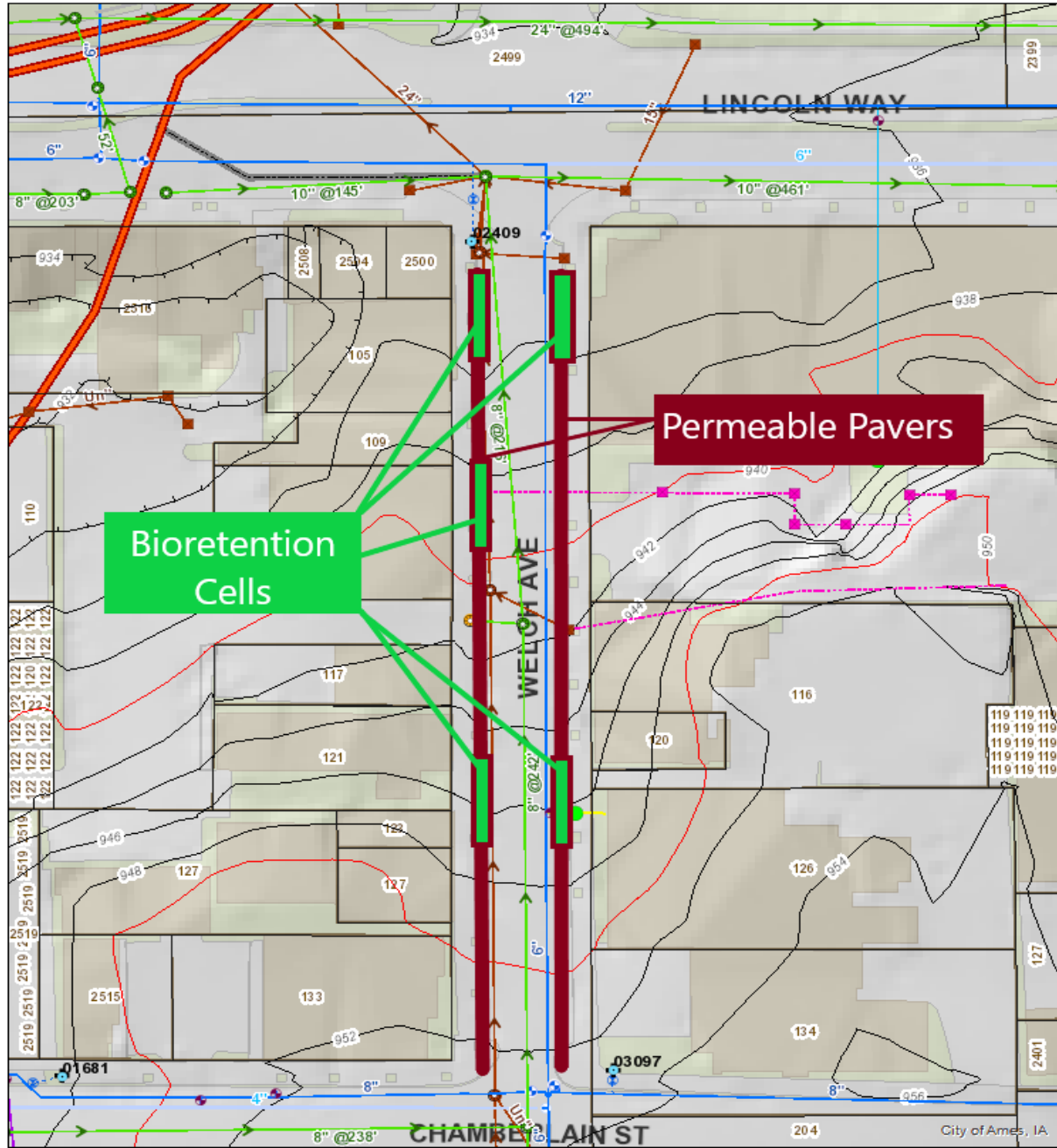
Figure 2- Watershed Map



# FIGURE 3- WELCH AVENUE CROSS-SECTION



**Bioretention Cell/Tree Trench Detail**



## Welch Avenue Water Quality Practices



© City of Ames, Iowa makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. In no event shall the City of Ames be liable for lost profits or any consequential or incidental damages caused by the use of this map.

Date: 1/29/2019

Figure 4



**WELCH AVENUE WATER QUALITY BMP'S CONCEPTUAL DESIGN COST ESTIMATE- FEBRUARY 8, 2019**

<b>NO</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
	<b><u>BIORETENTION</u></b>				
1	EXCAVATION, CLASS 13	CY	400	\$ 30.00	\$ 12,000.00
2	SUBDRAIN, PERFORATED PVC, 6 IN.	LF	1300	\$ 10.00	\$ 13,000.00
3	CONNECTION TO EXISTING MANHOLE	EACH	5	\$ 1000.00	\$ 5,000.00
4	BIORETENTION UNIT (SILVA CELL)	CF	3100	\$ 22.00	\$ 68,200.00
5	AGGREGATE BACKFILL	TON	310	\$ 40.00	\$ 12,400.00
6	AGGREGATE SUBBASE	TON	70	\$ 40.00	\$ 2,800.00
7	PLANTS, DECIDUOUS UNDERSTORY TREES, 1.5 IN. CAL.	EACH	5	\$ 400.00	\$ 2,250.00
8	CURB CUTS/INLETS INTO SYSTEM	EACH	5	\$1,000.00	\$ 5,000.00
9	CONTINGIENCIES				\$ 14,350.00
	<b>SUBTOTAL-BIORETENTION</b>				\$135,000.00
	<b><u>PERMEABLE ROADWAY CONCRETE PAVERS</u></b>				
1	PERMEABLE ROADWAY CONCRETE PAVERS	SY	200	\$ 70.00	\$ 14,000.00
2	FILTER AGGREGATE, 1' DEPTH	TON	400	\$ 45.00	\$ 18,000.00
3	CURB AND GUTTER, 2.5 FT	LF	900	\$ 25.00	\$ 22,500.00
4	CONTINGIENCIES				\$ 5,500.00
	<b>SUBTOTAL-PERMEABLE PAVERS</b>				\$ 60,000.00
	<b>CONSTRUCTION TOTAL</b>				
	<b>PROJECT DESIGN</b>				\$ 5,000.00
	<b>INSPECTION</b>				\$ 10,000.00
	<b>MONITORING</b>				\$ 10,000.00
	<b>SIGNAGE</b>				\$ 5,000.00
	<b>OUTREACH</b>				\$ 5,000.00
	<b>TOTAL PROJECT COST</b>				\$230,000.00

January 28, 2019

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

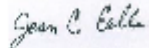
To whom it may concern,

I'm writing as the Chair of the Squaw Creek Watershed Management Authority to express our support for the City of Ames proposed storm water project as part of the City of Ames Campustown Public Improvement Project: Welch Avenue to improve water quality and decrease storm water runoff. The City of Ames is located in the Squaw Creek watershed and our WMA has a sincere commitment to support improved water quality.

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

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

Sincerely,



Jean C. Eells, PhD. 2018 Chair, Squaw Creek Watershed Management Authority Serving as a representative from the Hamilton Soil and Water Conservation District

2550 Stagecoach Road Webster City, Iowa 50595



February 8, 2019

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

Dear Mr. Myers,

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

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

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

The value of our in-kind contribution is estimated to be \$3,000, which includes staff time and materials. We look forward to working with the City of Ames to improve water quality and using this effort to help educate and inspire others to follow suit.

Best wishes,

A handwritten signature in black ink that reads "Penny L. Brown Huber".

Penny L. Brown Huber  
Executive Director  
[pbrownhuber@prrcd.org](mailto:pbrownhuber@prrcd.org)



February 7, 2019

Dear Will Myers & Jerry Neppel, IDALS Water Quality Initiative-Urban Conservation Projects

This letter accompanies the City of Ames funding application for the Campustown-Welch Avenue City of Ames Urban Water Quality Improvement project. I'm pleased to support the spirit of this project as well as participate in research associated with it.

The Campustown-Welch location is one of the most heavily travelled pedestrian area in Ames. In addition to enhancing water quality, urban water quality enhancement practices located in highly visible urban areas are extremely important for social learning experiences. I've learned that this is true by administering the Lake LaVerne Floating Vegetated Islands just across the street from the proposed location for this project. In addition to the nearly 35,000 students enrolled, the population swells during sporting events, concerts and lectures. Student families are also common visitors to campus and Campustown. Visitors come from all over Iowa as well as many international locations. The location of this project will attract their attention and curiosity; visitors will notice its appearance and will want to walk up next to it and learn about it. In terms of investing in a project that will provide a high return in public education, I don't think there can be a better project location in Iowa.

There is no comparable urban water quality enhancement project like this on the ISU campus. So, addition to casual passers-by, faculty and students in the College of Design will be interested in this projects' construction and monitoring as a teaching case study.

I am one of several ISU scientists involved in this project. Our research team is interested in establishing quantitative data for the amount of stormwater infiltrated as well as changes in nutrient content due to the treatment. In terms of my direct participation in the effort, I look forward to involvement in establishing the monitoring protocol, overseeing the sampling and helping to analyze the results. I'm also interested in helping to develop public educational material for onsite use related to the BMPs.

I think this project will add a great deal to what is known about permeable pavers and bioretention cells in Iowa. Please contact me with any questions regarding my involvement or public education in general. I appreciate your consideration of this project.

Sincerely yours,



Mimi Wagner  
Associate Professor of Landscape Architecture  
Program Director, Design for Sustainable Environments Graduate Program

**IOWA STATE UNIVERSITY**  
OF SCIENCE AND TECHNOLOGY

College of Engineering  
Department of Civil, Construction  
and Environmental Engineering  
Ames, Iowa 50011-3232  
(515) 294-2140

February 4, 2019

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

Dear Mr. Myers,

I am writing to express our support for the City of Ames' proposed project for construction of water quality practices on the reconstruction of Welch Avenue. We believe this project will benefit all who reside with the College Creek Watershed and will provide an excellent opportunity for education and awareness.

This location is ideal for access and visibility to show how water quality can be achieved within an urban setting with limited space. We are committing to providing in-kind services by sharing educational opportunities with current undergraduate and graduate students enrolled in the Civil, Construction and Environmental Program at Iowa State University. The project should provide students with an opportunity to gain real-world exposure to the implementation of green infrastructure practices.

The Department of Civil, Construction and Environmental Engineering is looking forward to partnering with the City of Ames to improve and protect water quality and using this effort to help educate and inspire others to follow suit. If you have any questions in regard to our partnership, please feel free to contact me directly via phone (515) 294-2700 or by e-mail ([perez1@iastate.edu](mailto:perez1@iastate.edu)). We look forward to hearing from you.

Sincerely,



Michael A. Perez, Ph.D., CPESC  
Assistant Professor

---

**IOWA STATE UNIVERSITY**  
OF SCIENCE AND TECHNOLOGY

College of Agriculture and Life Sciences  
Department of Horticulture  
106 Horticulture Hall  
2206 Osborn Drive  
Ames, Iowa 50011-4009  
515 294-2751  
FAX 515 294-0730

February 7, 2019

To the staff of the Iowa Department of Agriculture and Land Stewardship:

I write this letter in strong support of the City of Ames's Welch Avenue streetscape proposal to implement green infrastructure measures to improve water quality. This is a highly relevant project to meet the goal set forth by the Iowa Nutrient Reduction Strategy of reducing nonpoint sources of nutrient loads leaving the state. Moreover, the location of the proposed project at the heart of Campustown in Ames will increase the visibility of the project, its educational value, and awareness building potential for how green infrastructure practices can reduce and treat stormwater runoff in urban areas.

The project is also an opportunity for multiple researchers at Iowa State University to develop research projects to investigate the effectiveness of the streetscape renovations in reducing nutrient loading and many other aspects of how green infrastructure practices impact and benefit the citizens of Iowa. As an assistant professor of horticulture and researcher of sustainable landscape management, I plan to evaluate how stormwater runoff water quality impacts bioretention cell soil conditions and tree establishment, potential effects of winter streetscape maintenance practices on soil salinity and tree health, and nutrient loading of post-treatment stormwater. Research potential created by this project will provide long-term opportunities for undergraduate and graduate training and would result in valuable information for municipalities across the state and even the country in terms of reconciling trade-offs of various maintenance practices, stormwater management techniques, and streetscape design guidance.

I highly encourage IDALS to fund this project and would plan to partner with City of Ames staff to develop research opportunities to evaluate the effectiveness the proposed streetscape enhancements on water quality. Please feel free to email me at [glt@iastae.edu](mailto:glt@iastae.edu) or call me at (515) 294-4813 if you have any questions with which I may be able to assist.

Sincerely,



Grant Thompson, PhD, PLA  
*Assistant Professor*

Department of Horticulture  
Iowa State University  
106 Horticulture Hall  
Ames, Iowa 50011





IowaStormwater.org

February 7, 2019

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

The Iowa Stormwater Education Partnership (ISWEP) supports cities in Iowa that have separate storm sewer systems and extensive stormwater programs regulated by the Iowa Department of Natural Resources. **We are excited to partner with the City of Ames on the proposed Urban Water Quality Improvement Project in Campustown on Welch Street.** The proposed project will build upon on-going green infrastructure efforts undertaken by the City of Ames. It also provides a unique educational opportunity for both residents and students in the community due to the highly visible location.

ISWEP creates educational resources for its members. In support of this project, ISWEP, will create a project case study in the form of a bulletin that will be distributed statewide to all of its MS4 city members as well as professionals. This project is an example of the types of BMPs that can be used in ultra-urban downtown areas in Iowa cities. The bulletin will be placed on the ISWEP website so that others have access to it as well. The in-kind contribution from ISWEP is estimated at \$500.

We support the proposed project and are thankful that such funding opportunities are available to cities. Please contact me at [psauer@iowastormwater.org](mailto:psauer@iowastormwater.org) if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Patricia A. Sauer".

P.O. Box 1826  
Ames, IA 50010  
Ph: 515-210-6619

**Exhibit B Budget**

<b>Component</b>	<b>Total</b>	<b>IDALS/ WQI</b>	<b>Local Match Amount</b>	<b>Match Source(s)</b>
Technical/Design Assistance	\$15,000	\$	\$15,000	<u>Local, Partners</u>
Information/Education	\$20,000	\$2,500	\$17,500	<u>Local, Partners</u>
<b>Practices (list &amp; number)</b>				
1. Permeable Pavers	\$60,000	\$30,000	\$30,000	<u>Local</u>
2. Biocells	\$135,000	\$67,500	\$67,500	<u>Local</u>
3.	\$	\$	\$	
4.	\$	\$	\$	
(add lines as needed)	\$	\$	\$	
<b>TOTALS</b>	<b>\$230,000</b>	<b>\$100,000</b>	<b>\$130,000</b>	

**COUNCIL ACTION FORM**

**SUBJECT: FLEET REPLACEMENT PROGRAM – FOUR MIDSIZE PICKUPS**

**BACKGROUND:**

Several departments use midsize pickup trucks to conduct City operations. Four midsize pickups are scheduled for replacement in the 2018/19 fiscal year. After discussions with the departments it was found that replacement with similar units was the most efficient way to accomplish the needs of the workgroups. The four new pickups will replace pickups currently assigned (one ea.) to Public Works Utility Maintenance, Police Parking Enforcement, Fire Inspections, and Building Inspections. Bids were solicited for 4 new units; three two-wheel drive, and one four-wheel drive midsize pickups.

Bids were received from dealers as follows:

<b>Bidder</b>	<b>Make / Model</b>	<b>Year</b>	<b>Unit Price 2WD 4WD</b>	<b>Price for 4 Units 3 - 2WD 1 - 4WD</b>
<b>Ames Ford</b>	<b>Ford / Ranger</b>	<b>2019</b>	<b>\$22,572.12 \$26,266.12</b>	<b>\$93,982.48</b>
Bob Brown Chevrolet	Chevrolet / Colorado	2019	\$22,380.00 \$28,586.00	\$95,726.00
Karl Chevrolet	Chevrolet / Colorado	2019	\$22,925.50 \$28,325.20	\$97,098.70
George White Chevrolet	Chevrolet / Colorado	2019	\$23,000.00 \$29,500.00	\$98,500.00
Charles Gabus Ford	Ford / Ranger	2019	\$24,943.00 \$28,768.00	\$103,597.00

The low bid for four midsize pickups was Ames Ford of Ames, Iowa for \$93,982.48. They were the low bid without the consideration of local preference.

Funding is available in the replacement fund in the amount of:

<b>Department</b>	<b>Escrow</b>	<b>Salvage</b>	<b>Total</b>
Police	\$ 27,089	\$ 6,000	\$ 33,089
Fire Inspections	\$ 19,330	\$ 3,800	\$ 23,130
Building Inspections	\$ 18,841	\$ 3,800	\$ 22,641
Utility Maintenance	\$ 23,522	\$ 4,000	\$ 27,522
<b>Total Funding Available</b>			<b>\$106,382</b>

**ALTERNATIVES:**

1. Approve and award this contract to Ames Ford of Ames, for four 2019 Ford Ranger pickups for \$93,982.48
2. Reject award of bid.

**MANAGER'S RECOMMENDED ACTION:**

The Fleet Director and Departments' staff agree the 2019 Ford Ranger Pickups from Ames Ford will provide reliable transportation for City staff at the best price.

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



# MEMO

**To:** Mayor and Members of the City Council

**From:** City Clerk's Office

**Date:** April 9, 2019

**Subject:** Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 22, 23, and 24. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

**COUNCIL ACTION FORM**

**SUBJECT:** CHANGE ORDER TO PALMER GROUP

**BACKGROUND:**

In July 2018, the City Clerk's Office approved an agreement for temporary employment services with Palmer Group, West Des Moines, Iowa, for temporary clerical staff. In August 2018, a Change Order was completed to add an additional temporary clerical staff member to the City Manager's Office.

In the initial agreement, authorized by the Department, services in the amount \$22,528 for 16 weeks of temporary employment services for the City Clerk's Office, and an additional temporary staff member was added in Change Order #1 for the amount of \$22,528 for 16 weeks of service services for the City Manager's Office. These two temporary staff members were hired until the two vacancies in the permanent positions could be filled.

Since its engagement with Palmer Group, the City has expended a total of \$45,126.40 with this firm. At the end of the temporary employees' time at the City, the agreement requires the City to compensate the Palmer Group if the City hires the Palmer employee. The fee is based on a sliding scale based on the number of hours worked for the City.

Each employee was hired full-time, so the payout fees are due. The first staff member was hired in November and the second was hired in February. To pay the final invoices and complete the payout, City Council approval is required of a Change Order in the amount of \$6,987.20 which brings the total cost to \$52,113.60. Funding for the Change Order is from the operating budget of the City Manager's Office.

**ALTERNATIVES:**

1. Approve a contract Change Order in the amount of \$6,987.20 to Palmer Group for temporary employment services.
2. Reject contract Change Order.

**MANAGER'S RECOMMENDED ACTION:**

The services rendered by the Palmer Group are complete and the approval of a Change Order in the amount of \$6,987.20 is necessary to finalize the arrangement for temporary employment services.

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

**COUNCIL ACTION FORM**

**SUBJECT: CHANGE ORDER NO. 2 -- ENGINEERING SERVICES FOR THE RDF STORAGE BIN REPAIR PROJECT**

**BACKGROUND:**

On November 28, 2017, the Ames City Council awarded a contract to Sargent & Lundy, LLC, Chicago, Illinois, for engineering services for the repair of the RDF Storage Bin in an amount not-to-exceed \$52,096. This contract was to provide engineering services to evaluate the condition and structural integrity of the refuse derived fuel (RDF) Storage Bin, and to prepare certified plans and specifications (stamped by an engineer licensed in Iowa) that will be issued by the City to prospective bidders for the repair of the RDF containment and structural components of the RDF Storage Bin to restore it to like-new condition.

RDF is produced at the City's Resource Recovery Plant from municipal solid waste (MSW) collected from Ames and other communities in Story County, Iowa. After being processed at the Resource Recovery Plant, the RDF is pneumatically transported to the RDF Storage Bin where it is stored short-term until it is pneumatically transported to one of the two power plant's boilers, where it is co-fired with natural gas.

**CONTRACT HISTORY:**

Change Order No. 1 to this contract (2018-005) in the amount of \$19,900 was approved by the Ames City Council on March 6, 2018, for additional engineering services necessary to bid and repair the RDF Storage Bin.

**THIS ACTION:**

**This proposed change order (Change Order No. 2) in the amount of \$33,700 is for the following engineering services:**

- 1) Revisions to the plans and specifications due to beneficial design changes affecting the repair scope of work discovered or initiated by staff and Sargent & Lundy during the initial bid period. Additionally, bidders asked questions or made suggestions during the initial bid period that also resulted in beneficial changes in the design and scope of work for the repair.
- 2) Updating the engineer's cost estimate to reflect the changes in the scope of work.
- 3) Allowance for two meetings at the Power Plant site to support the rebid of the project. The first meeting is for the pre-bid meeting with potential bidders. The

second meeting is for the kick-off meeting with the selected contractor.

- 4) The preparation of as-built drawings for the project bid document.

**The total contract amount with this change order will be \$105,696.** The approved FY2017/18 Capital Improvements Plan includes \$2,800,000 for repair of the RDF Storage Bin.

**ALTERNATIVES:**

1. Approve contract Change Order No. 2 with Sargent & Lundy, LLC, Chicago, IL, for additional engineering services for the RDF Storage Bin Repair Project in an amount not-to-exceed \$33,700.
2. Reject contract Change Order No. 2.

**MANAGER'S RECOMMENDED ACTION:**

This scope of work, the inspection of the RDF Storage Bin and the development of plans and specifications for the project, is a critical first step required to perform the urgently needed “public improvement” repair of the RDF Storage Bin.

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

\$2,800,000	FY2017/18 CIP Amount Budgeted for this Project
\$52,096	Engineering Services Contract with Sargent & Lundy
\$19,900	Change Order No. 1
<b>\$33,700</b>	<b><u>Change Order No. 2 (pending City Council approval – this agenda)</u></b>
\$105,696	Commitments to date
\$2,694,304	Remaining Project Budget



## HEALTHY LIFE CENTER

Item 27

April 9, 2019

### **BACKGROUND:**

It was approximately three years ago that staff members from the City of Ames, Story County, Mary Greeley Medical Center, Heartland Senior Services, Iowa State University, and the Des Moines Area Community College came together as a Steering Team to create the concept for a one of a kind center that would make the life-long goal of healthy living accessible and enjoyable to people of all ages and socio-economic status.

In addition to the health related benefits derived from this type of unique center, the Steering Team members stressed that the Healthy Life Center (HLC) would 1) serve as a quality of life amenity that would help the employers in Story County recruit and retain employees in the face of record low unemployment, 2) offer applied learning experiences for ISU and DMACC students, 3) improve the health of our citizens, 4) reduce health care costs for those employers that offer this benefit to its employees and 5) replace the Municipal Pool which is scheduled to be demolished in 2022.

The City of Ames financed the HLC Planning Study which was prepared by RDG Planning & Design. After reviewing other facilities throughout the country and receiving input from various users groups, the Steering Team provided direction to RDG as to what elements to include in the HLC.

The Study reflected the total square footage for the proposed facility as well as the estimated costs related to the construction of the facility, the financing amounts and sources needed to cover the construction costs for the facility, the annual expenditures to operate the facility, the annual revenues generated by the facility, and long-term capital replacement costs to maintain the facility.

### **DIFFERENCE BETWEEN ORIGINAL PROPOSAL AND CURRENT PROPOSAL:**

It was always understood that the RDG/Steering Team recommendations had not yet been approved by their respective governing bodies. As anticipated, in March 2019 the City staff received the official positions of these boards in regards to building and operating the HLC.

**You will note in Table 1 that there is a substantial difference between the original financial plan for the HLC and the current proposal that the City Council is being asked to consider.** Summarized below are the differences.

- **Cost Of The Healthy Life Center**

The original total cost to construct the 125,619 square feet suggested for the HLC was estimated to be \$48,700,000 based on 2019 dollars. Given the requirement to first pass a bond referendum and then complete the design work, the project will likely be bid in 2020. **Hence, the estimated project cost has been increased by 4% to \$50,648,000 to reflect 2020 dollars.**

- **Savings Realized By Modifying Square Footage and Building Design/Materials**

As promised, the Steering Team has worked with RDG to identify savings that will reduce the overall cost of the project without jeopardizing the overriding concept of the HLC. This effort has resulted in the following savings (in 2020 dollars):

Building Construction Methods/Materials	(\$2,491,607)
Reduced Court Size for 3 Courts	(\$ 687,854)
Eliminate Arts & Crafts Room	(\$ 250,823)
Reduce Contingency from 15% to 13%	(\$1,436,215)
Reduce Design Fees	(\$ 661,346)
Eliminate Land Purchase Cost	(\$ 312,000)
<b>Total Reduction In Project Cost</b>	<b>(\$5,839,845)</b>

- **Reduction In Available Funding For Construction**

**After increasing the project cost to \$50,648,000 to reflect 2020 numbers and subtracting the suggested \$5,839,845 savings in building costs, the new estimated cost for the project is \$44,808,155.**

Originally, the Steering Team had hoped to obtain commitments of \$30,500,000 from the City, Story County, Heartland, MGMC and \$18,200,000 from private donations. Rather than \$3,000,000 as originally planned, Story County has committed to \$2,000,000, while \$6,000,000 has been committed from private donations rather than the \$18,200,000 original fund raising goal. **These current commitments have resulted in \$13,200,000 less revenue to finance the construction of the HLC than what was originally planned by the Steering Team. Therefore, taking into account the \$5,839,845 in identified savings, the bond referendum will have to be increased from \$15,000,000 to \$24,308,155 should the City Council choose to move ahead with the HLC.**

**Table 1**

	<b>Originally Planned</b>	<b>Current Commitments</b>
<b>Story County</b>	\$3,000,000	\$2,000,000
<b>Heartland Senior Services</b>	\$3,500,000	\$3,500,000
<b>Mary Greeley Medical Center</b>	\$7,000,000	\$7,000,000
<b>Donations</b>	\$18,200,000	\$6,000,000
<b>City of Ames (Available Balances)</b>	\$2,000,000	\$2,000,000
<b>City of Ames (Bond Issue)</b>	<b>\$15,000,000</b>	<b>\$24,308,155</b>
<b>Total</b>	\$48,700,000	\$44,808,155

- **Reduction In Operating Expenses**

The City staff more closely scrutinized the annual operating expenses projected by RDG for the HLC. Based on this analysis, the staff believes the operating costs reflected in Table 2 can be reduced by \$137,200.

**Table 2**

	<b>Original Plan</b>	<b>Current Estimates</b>	<b>Proposed Reductions</b>
<b>Total Estimated Expenses In RDG Study</b>	<b>\$3,201,421</b>	<b>\$3,064,221</b>	<b>\$137,200</b>
<b>Expense Reductions:</b>			
Electrical Service	\$314,048	\$299,820	(\$14,228)
Natural Gas	\$188,429	\$179,892	(\$8,537)
Eliminate Maintenance Worker & Benefits	\$72,800	\$0	(\$72,800)
Reduce Life Guard Hours & Benefits	\$429,856	\$388,221	(\$41,635)

- **Less Deficit Support**

The original plan called for Heartland and MGMC to pay the operating costs for their dedicated tenant spaces along with certain percentages to help the City offset the estimated \$673,864 annual operating deficit. **As shown in Table 3, some Boards have agreed to a different commitment level for the operating deficit support.**

MGMC has agreed to cap their contribution to the facility operations to \$105,000 each year for their 3,221 square feet of dedicated tenant space as well as for their contribution to the facility deficit, with an annual 3% inflator. In addition, the Story County Board of Supervisors has agreed to cap their contribution to \$100,000 annually towards the operating revenue of the HLC with an annual 3% inflator. As originally planned, Heartland's Board has agreed to pay for the operating costs associated with their 10,257 square feet of dedicated tenant space plus 10% of the annual operating deficit of the Dry Side (non-aquatics) space in the HLC.

**Table 3**

	<b>Original Plan</b>	<b>Current Commitment</b>
MGMC	10% of Aquatics Space & 40% of Dry Side Space plus 100% of their tenant space	\$105,000 annually towards the deficit <u>and</u> their tenant space, inflated 3% per year
Heartland	10% on Dry Side Space plus 100% of their tenant space	10% of Dry Side Space plus 100% of their tenant space
Story County	\$200,000 per year	\$100,000 annually inflated 3% each year
City of Ames	90% of Aquatics Space & 50% of Dry Side Space	Will be responsible for the total facility deficit minus the above revenues

**DEFICIT IMPACT ON CITY OF AMES TAXES:**

Taking into account that Story County will contribute \$100,000 less than originally planned and the \$137,200 in operational savings identified by Staff, the first year estimated deficit for the HLC is now projected to be reduced from \$422,569 to \$385,369.

**Table 4**

	<b>Original Plan</b>	<b>Current Plan</b>
Expenses	\$3,201,421	\$3,064,221
Revenue	\$2,527,557	\$2,527,557
<b>Deficit</b>	<b>\$673,864</b>	<b>\$536,664</b>
Story County	\$200,000	\$100,000
MGMC	\$50,318	\$50,318
Heartland	\$977	\$977
<b>City of Ames Property Taxes</b>	<b>\$422,569</b>	<b>\$385,369</b>

**PROPERTY TAX IMPACT:**

The estimated cost per every \$100,000 of assessed valuation to an Ames taxpayer for the proposed \$24,308,155 bond referendum and estimated first year operating deficit of \$385,369 is highlighted below in Table 5.

The information provided in Table 5 is based on a 20-year bond issue, the City's tax rate for FY 2019/20, a property located within the Ames School District, a 3.5% debt service interest rate, and a Residential Rollback Rate of 56.9180%. Please note that these numbers could be different in the future when the City bonds are actually bid!

Table 5

	<b>Original Plan</b> \$15,000,000 Bond Issue + \$422,569 In Operations Deficit	<b>Current Plan</b> \$24,308,155 Bond Issue + \$385,369 In Operations Deficit
<b>For Residential Property Per \$100,000 Of Assessed Valuation:</b>		
Tax Rate Increase	47 cents	67 cents
Property Tax Increase In Dollars	\$27.02	\$38.26
Property Tax Increase in %	4.74%	6.70%
<b>For Commercial &amp; Industrial Property Per \$100,000 Of Assessed Valuation:</b>		
Tax Rate Increase	47 cents	67 cents
Property Tax Increase In Dollars	\$42.74	\$60.51
Property Tax Increase in %	4.74%	6.71%

**RISKS ASSOCIATED WITH PROCEEDING AT THIS TIME WITH THE PROJECT:**

To proceed with this project, the City Council must understand and be comfortable with the following risks.

- Three Year Pledges

In dealing with previous projects, the City did not proceed to incur costs for a major capital improvement until after receiving the actual donations. This was the case for the Furman Aquatics Center and Ames Public Library renovation. Under the current scenario, many of the major contributions are pledged over a three-year period. Therefore, the City Council will be asked to incur debt and obligate funds for design and construction contracts prior to receiving all of the donations. While we have the utmost confidence that the individuals who have made the pledges will follow through with their promises, there is no guarantee that the City will receive 100% of the pledged amounts.

In addition, staff has been informed that eleven pledge forms totaling \$4,295,500 have not yet been signed. These signatures must be secured prior to the Council approving of the bond referendum language and giving formal approval to proceed with the HLC project.

- Deficit

With MGMC and Story County decisions to cap their annual contributions, only Heartland (with a 10% obligation for the Dry Side) remains responsible, along with the City, to finance any operational deficit that might occur in excess of the RDG estimates.

- Contract Duration

The City staff agreed to the Steering Team's request to consider assuming the responsibility for the City to own and operate the HLC based on the assumption

that the two original partners, MGMC and Heartland, would continue their financial support for the projected operating deficit for as long as the facility was in operation. We have been informed that the MGMC Board has indicated its willingness to guarantee financial support for the operating expenses of the HLC only for the initial 15 years of the operation. After this time period, it will be up to MGMC whether or not to continue participating in the facility.

Should MGMC decide to leave the partnership after 15 years, the loss of their contribution will impact the Ames taxpayer who will be responsible for covering the deficit.

- Future Capital Improvements

Rather than go back to each of the funders in the future to secure additional funding when major capital improvements are needed to replace deteriorated infrastructure/major equipment (windows, doors, roof, HVAC, etc.), a replacement account will be established as an annual operating expense to cover these costs. It is possible that sufficient funds will not have been accumulated in this replacement account to pay for a needed replacement if some unplanned event occurs. In this instance, the City will have to pay for the improvement out of other city funds or we will have to delay a much needed improvement.

- House File 165

As you are all aware, a bill has been introduced in the State Legislature that would establish a cap on the amount a city can increase property tax revenue each year. If passed in its current form, the staff cannot guarantee that we will be able to finance the incremental costs associated with our existing services along with the projected deficit for the HLC.

The State law requires that the Story County Auditor be notified of a requested bond election by June 21, 2019 if we intend to schedule a referendum on August 6, 2019. Hopefully, a final decision will be made by the State Legislature regarding this property tax bill prior to this deadline.

### **CITY MANAGER'S RECOMMENDED ACTION:**

First, it is important to thank the Mary Greeley Board of Trustees, the Heartland Board of Directors, the Story County Board of Supervisors, Iowa State University President Wendy Wintersteen, the 70 plus individuals/businesses who have made a substantial financial commitment to the HLC; along with the members of the Campaign Cabinet led by Bev Madden, Warren Madden, and Ann Campbell, and the HLC Steering team for their countless volunteer hours dedicated to bringing this project to fruition.

This rather lengthy report is meant to provide clarity to the issues that have evolved since we last discussed the HLC concept with the funder groups. While there are several risks associated with moving ahead with this project at this time, the Staff believes the benefits of the Healthy Life Center identified earlier in the report outweigh the potential risks. **Therefore, it is the recommendation of the City Manager that the City Council continue to pursue the HLC project.**

If the City Council concurs with this recommendation, the following next steps are in order:

- 1) Request that the City staff prepare the necessary language for a \$24,308,155 bond referendum for an August 6, 2019 election.
- 2) Direct staff to finalize agreements with Story County, MGMC, and Heartland stipulating the financial responsibilities for the construction and on-going operations of the HLC as well as an agreement with ISU for the HLC site.
- 3) Collect the signed financial pledges to verify the \$6,000,000 commitment from private donations.
- 4) Authorize \$7,500 from the Contingency Account for the City's bond election informational campaign.

**NOTE:** Steps 1, 2, 3, and 4 above should be brought back at the May 14, 2019 City Council meeting.

- 5) While no action is required immediately, the City Council should understand that a special election for the HLC in August is estimated to cost \$25,000. Here again, this cost could be charged to the Contingency Account.

**COUNCIL ACTION FORM**

**SUBJECT: REQUEST TO REPLACE THE CURRENT DEVELOPMENT AGREEMENT RELATED TO THE REZONING OF THE “REGIONAL MALL” SITE ON E. 13<sup>th</sup> STREET**

**BACKGROUND:**

Approximately 233 acres of vacant land located east of I-35 and bisected by East 13<sup>th</sup> Street are zoned Planned Regional Commercial (PRC) with the Northeast Gateway Overlay zoning district. (Attachment A Zoning and Location Map) At the time of the rezoning of the property to Regional Commercial in 2005, a contract rezoning development agreement was entered into relating to the development of the property. (Attachment B Approved Agreement) The site has since been known as the “Regional Mall” site due to the proposal by Bucky Wolford, former developer, for development of the properties as a mix of an outdoor lifestyle shopping center and large format big box retail. Subsequent to the rezoning approval in 2005, the developer secured approval of a Master Plan (Attachment C) for the properties and a Major Site Development Plan and Preliminary Plat approval for development of the north side of E. 13<sup>th</sup> Street as the lifestyle center. The final site approvals by the City were on October 23, 2007.

Since that time the approval of the Major Site Development Plan and Preliminary Plat have expired, but the approval of the Development Agreement and Master Plan still stand. The property has also been sold to a new property owner, Elwell-Rueter LLC, represented by the Denny Elwell Company of Ankeny. **The current property owner proposes changes to the development agreement to allow for the development of the south side of E. 13<sup>th</sup> as big box retail and to remove the obligation for development of the lifestyle center on the north side. The property owner proposes to eliminate the current agreement and create a new development agreement to address the current interests for the property.**

Development of the E. 13<sup>th</sup> site as regional commercial was controversial at the time of its approval. The process of annexation, LUPP Amendment, rezoning, master plan, and site development plan approval involved over four years of review. The approval for development along E. 13<sup>th</sup> Street resulted in the City designating the area for regional commercial and forgoing previous concepts for regional commercial expansion near the I-35/Hwy30 interchange. The site was also scrutinized for needed infrastructure upgrades that included major traffic improvements and an extension of trunk line sewer to the east side of I-35. Consideration of development also included review of the water quality and soil conditions as the site interfaces with the Kettelson Marsh along its north boundary and substantive design requirements for the site and buildings as part of the gateway zoning overlay.



The current development agreement addresses a number of specific obligations for the developer of the property, a summary of major issues are itemized below.

1. Extension of the sanitary sewer trunk line from Dayton Avenue to the property and further to the west edge of the property.
2. Complete water main services and loops for property development (water main already exists adjacent to the property).
3. Complete traffic improvements identified in the traffic study, including intersection improvements with additional lanes at Dayton/13<sup>th</sup>, widening of E. 13<sup>th</sup> Street to include 6-8 lanes, installation of traffic signals for site entrances, installation of traffic signals for the I-35 off ramps.
4. Funding of a future I-35 southbound on-ramp addition.
5. Financial contribution of \$50,000 towards purchase of a CyRide bus.
6. Financial contribution of \$150,000 for extension of shared use path along 13<sup>th</sup> Street.
7. Development requirements to construct a lifestyle center regional shopping center on the north site of 13<sup>th</sup> Street. This include minimum development size, requirement for anchor department stores, financing, and timing of construction.
8. Limitations on relocation of tenants from within Ames to the shopping center.
9. Development of the south side would occur subsequent to the construction of the lifestyle center on the north side.

The only major obligation of the City in the agreement is to pave the north/south street of 570<sup>th</sup> Avenue with development of the lifestyle center.

**NEW PROPOSAL:**

Chris Murray, representing the property owner, proposes a different approach to developing the site due to the change in the retail economics over the past 15 years. Mr. Murray proposes a new master plan concept (Attachment D) for the site focusing on larger format retail and office park development options. **The developer’s intent is to pursue development of the south side of E. 13<sup>th</sup> Street first and then consider market interest and development options for the north site in the future.**

South Site (Phase 1)	Estimated Use
Fleet Farm Retail	185,000 sq. ft.
Fleet Farm Fueling/Carwash	20 fueling stations
Big Box Retail	295,000 sq. ft.
General Retail and Outlots *	240,000 sq. ft.

*\*Although not specified would assume restaurant development, mix of fast food, sit down, fast casual (50k of total)*

North Site	Estimated Use
Office park	500,000 sq. ft.
Hotels	250 rooms
Theater	70,000 sq. ft.
Big Box Retail	275,000 sq. ft.
Mixed Use-office/retail	90,000 sq. ft.
General Retail and Outlots *	200,000 sq. ft.

*\*Although not specified would assume restaurant development, mix of fast food, sit down, fast casual (50k of total)*

In support of the new master plan, the developer requests changes to the development agreement related to the upfront infrastructure obligations of the current development agreement. The developer is interested in a new agreement that would address the following issues:

1. Incorporate the proposed Master Plan into the agreement in place of the requirement to develop a lifestyle center, and accordingly allow for development of the south side first.
2. Modify roadway improvement requirements to reflect the proposed development scale of the new Master Plan.
3. Sanitary sewer extension partially completed by the City (approximately 4700 linear feet from Dayton Avenue through the DOT right-of-way), remaining extensions as an obligation of the property owners.
4. Remove specific building construction timing and financing requirements
5. Remove or modify the timing of utility extension requirements further to the east of 570<sup>th</sup> Avenue.
6. Modify or eliminate specific tenant requirements.
7. Modify or replace the approval process of the O-GNE Overlay for a City Council Master Plan approval and Major Site Development Plan approval to allow for City Council Master Plan approval and staff Minor Site Development Plan approval.
8. Include conceptual site layout and architectural design and aesthetic features with the Master Plan

The developer believes that timing is of the essence to support immediate development of the property. The developer believes that with the approval of changes described above, development of the site with a 185,000 square foot Fleet Farm store could begin as early as the end of 2019 with completion in fall 2020. Subsequent phases of development would be planned over the next three to five years. To accomplish the developer's goals a number of steps are required, including:

1. Initiate the rezoning process to change the development agreement,
2. Complete a new traffic study,
3. Approval of the Master Plan for development of the site,
4. Approval of a subdivision, and
5. Approval of site and architectural plans.

**Additionally, under the developer's proposal the City would undertake the design and construction of the sanitary sewer extension starting this summer and fall for completion in the summer of 2020.**

The sanitary sewer extension is an 18-inch trunk line extension to connect the site to the city's sewer infrastructure. Public Works has evaluated options to connect to the south or back to the east, and finds the original extension to the east as preferable. The proposed extension is estimated at 4,700 linear feet and take approximately 12 months to design and construct at an estimated cost of \$2.23 million. Financing of the extension could be accomplished through use of rate payer fees, a connection district, or use of tax increment financing (TIF) based upon a minimum assessment agreement by the developer for the 185,000 square foot Fleet Farm store. Staff estimates that with a \$20 million minimum assessment, the cost of the sewer extension would have approximately

a six-year payback and would be the most cost efficient mechanism for funding the extension.

The Master Plan for development of the site would include not only conceptual site layout, but also architectural themes. The current O-GNE zoning includes design requirements to include connectivity into and throughout the site; use of architectural detailing, varied materials and other design features to create visual interest and a common look as a shopping center; an emphasis on storm water management (note that current Chapter. 5b stormwater requirements would apply); and landscaping focused on interesting spaces with prairie and natural area landscaping. Many of the current design standards were written to address concerns about design related to large shopping centers and the specifics of a lifestyle center.

The proposed master plan concept attached to this report begins to address site layout issues that can be refined with the amendment process of the development agreement and additional building design detailing will be added as well. The developer notes the Fleet Farm building would be a new architectural concept first implemented in 2018. The store will follow the design and look of the stores under construction in Cedar Falls, Sioux Falls, and Cedar Rapids.

#### **ALTERNATIVES:**

1. The City Council can direct staff to prepare a new development agreement to include the following:
  - a. Create a new Master Plan without the requirement of a lifestyle center.
  - b. Allow for development to occur first on the south site.
  - c. Allow for phased development on the south site rather than construction of all the estimated 295,000 square feet of regional commercial with the 185,000 square foot Fleet Farm building. However, include provisions for near term development of additional square footage to expand the retail commercial opportunities of the City.
  - d. Include provisions that would limit the relocation of tenants from within Ames to the development for a defined time period.
  - e. Incorporate requirements for implementation of roadway improvements based upon an updated Traffic Study, with allowance for some phasing of improvements coordinated with buildout of the site. (Note traffic study to be completed at developer cost prior to approving a new agreement).
  - f. Include a sanitary sewer trunk line cost sharing provision for construction of an 18" sewer trunk line from Dayton Avenue to the east edge of DOT ROW along the north side of E. 13<sup>th</sup> Street (approximately 4,700 feet) and require the developer to complete extension of the trunk line to the east with future phases of development. **(Staff recommendation would be to utilize a TIF financing strategy to accomplish this initial extension by the City subject to a \$20 million minimum assessment agreement on the 185,000 square foot Fleet Farm store)**
  - g. All other subdivision and site development standards for infrastructure are the obligation of the developer.

2. The City Council can direct staff to prepare a new development agreement to allow for all of the provisions described above, with the exception that the sanitary sewer extension is an obligation of the developer.
3. The City Council can direct staff to prepare a new development agreement with modified standards.
4. City Council can refer the item back to staff for additional information.
5. City Council can decline to proceed with a new development agreement.

**CITY MANAGER'S RECOMMENDED ACTION:**

The property owner contends that with the current development agreement obligations tied to the lifestyle center, he is unable to move ahead with any development on the sites. The proposed development on the south side of the project is marketable and its development can begin to create a new regional commercial node. The focus is on the buildout of the south side of E. 13<sup>th</sup> Street and although a concept for the north side is shown, this area may be revisited in the future when more specific development interest materializes.

The original approval for regional commercial was a complex issue of expanding the retail commercial base of the city and incorporating it into the community's business environment. The current development agreement addressed a number of issues tied to the lifestyle center itself and typical City expectations related to infrastructure improvements needed to serve the area. The south side was planned for big box originally, but not prioritized as the first phase of development.

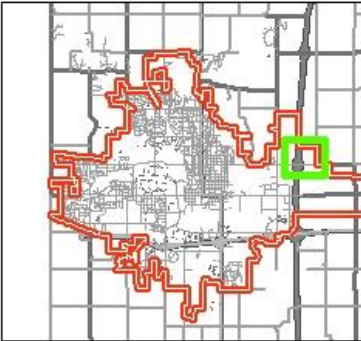
City Council is being asked to consider if the proposal for development of the south site anchored by a Fleet Farm as a regional draw will help the City meet its goals for having additional regional commercial development. **The City continues to prioritize this area for large commercial development due to the lack of other land resources for this type of use. With over ten years passing by and no implementation of the approved plan it is worth considering alternatives to the original concept.**

A number of related decisions and issues for the new development agreement are needed for the developer and staff to proceed with the project. Staff has identified in Alternative #1 what it believes are the minimum needs to be addressed with a new development agreement. These provisions are focused on the City's typical processes and assignment of infrastructure costs, development standards focused on securing additional commercial square footage with some developer latitude on phasing, and a cost sharing on a trunk line sewer extension needed to serve this area. Additionally, a new traffic study is desired to review the roadway improvement needs for the area. Staff estimates that smaller road section (potentially five lanes compared to six to eight lanes) may be appropriate compared to the original approval, but a new traffic study is needed for review of trip generation by the uses and the related traffic circulation and turning movements.

To meet the developer's goal of having a new agreement and the ability for the Fleet Farm to move ahead with construction and an opening in 2020, the developer asks this agreement get prioritized as a City project with a tentative goal for Council review in July 2019.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1 to proceed with preparing a new development agreement in support of the proposed Master Plan by Elwell Companies.

Attachment A



**Planned Regional Commercial Zone  
With O-GNE Overlay**



South Site- Address 3312 E. 13 Street

When recorded return to preparer

RETURN TO:  
AMES CITY CLERK  
BOX 811  
AMES IA 50010-0811

*Jah*  
Instrument: 2007-00014279  
Date: Dec 18, 2007 08:08:25A  
D Rec Fee: 135.00 E-Com Fee: 1.00  
G Aud Fee: .00 Trans Tax: .00  
R Rec Management Fee: 1.00  
Non-Standard Page Fee: 10.00  
Filed for record in Story County, Iowa  
Susan L. Vande Kamp, County Recorder

Prepared by: William D. Bartine, The Financial Center, 666 Walnut Suite 2000, Des Moines, IA 50309-3989, 515-243-7100

**AN AGREEMENT PERTAINING TO THE REZONING  
AND DEVELOPMENT OF LAND  
IN THE CITY OF AMES**

**THIS AGREEMENT**, made and entered into this 8<sup>th</sup> day of November, 2005, by and between the **CITY OF AMES, IOWA**, a municipal corporation (hereinafter called "City") established pursuant to the Iowa Code and acting under the authorization of Iowa Code Chapter 414 (2005); and **WOLFORD DEVELOPMENT OPTIONS, L.L.C.**, a Nevada limited liability company, its successors and assigns (all hereinafter collectively called "Developer").

**WITNESSETH THAT:**

**WHEREAS**, the parties hereto desire the improvement and development of an area legally described as set out on **Appendix A**, hereinafter called the "Site;"

**WHEREAS**, Developer has petitioned the City requesting that zoning regulations of the City be changed to rezone the Site from a zoning district classification of Agricultural ("A") and Planned Industrial ("PI"), as applicable, to the Planned Regional Commercial ("PRC") zoning district,

**WHEREAS**, the Parties agree that said zoning change should occur subject to imposition on Developer of conditions that are in addition to existing regulations of the City, all as provided for by Iowa Code § 414.5 (2005);

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

**ARTICLE 1.  
INTENT AND PURPOSE**

**1.1 Intent.**

It is the intent of this Agreement to provide for the development of a planned regional commercial center that will serve not only the City, but also the surrounding market area. Such commercial center is characterized by a lifestyle center north of East 13th Street and a power center south of East 13th Street, both of which shall include anchor stores, and free-standing retail, dining, and entertainment establishments served by common parking areas. The provisions of this Agreement, coupled with the ordinances of the City of Ames, Iowa, will facilitate development in a planned, orderly fashion, so as to protect public health, safety, and general welfare, in accordance with the Land Use Policy Plan of the City.

## 1.2 Purpose.

Therefore, it is the purpose of this Agreement to:

A. Document, record, and give notice of a certain plan of development, and the public and private measures and undertakings essential to the implementation of that plan of development, for the Site.

B. Provide remedies to the City in the event the said plan of development is not adhered to or achieved by the Developer.

C. Provide parameters for requests for releases of the Developer in the event project completion is not feasible, and upon completion of the planned improvements.

This Agreement does not create or vest in any person or organization other than the City any rights or cause of action with respect to any performance, obligation, plan, schedule or undertaking stated in this Agreement with respect to the Developer or the Project. This Agreement does not prevent the City from amending, modifying, or releasing the Developer from some or all of the provisions of this Agreement. No person shall have any cause of action or recourse against the City or Developer by reason of any such amendment, modification, or release.

## ARTICLE 2. DEFINITIONS

### 2.1 Definitions.

In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

A. **Agreement** means this Agreement Pertaining to Rezoning and Development of Land in the City of Ames and all appendices hereto, as the same from time to time may be modified, amended, or supplanted.

B. **City** means the City of Ames, Iowa, or any successor to its functions.

C. **Conceptual Site Plan** shall mean the graphic depiction of Developer's conceptual development plan for the Site as shown in **Appendix E** attached hereto and incorporated herein by this reference.

D. **Developer** means Wolford Development Options, L.L.C., a Nevada limited liability company, and its lessees, licensees, successors and assigns.

E. **East Barilla Site** shall mean that area of land described on **Appendix D** hereto.



F. **FHWA** shall mean the Federal Highway Administration, an agency of the United States of America.

G. **Gross Building Area (GBA)** shall mean the area of a building measured to the exterior face of the building line without deductions.

H. **Iowa Code** shall mean the Iowa Code (2005).

I. **IDOT** shall mean the Iowa Department of Transportation, an instrumentality of the State of Iowa.

J. **Major Anchor Store** shall mean a Retail Store containing not less than 80,000 square feet GBA.

K. **Minor Anchor Store** shall mean a Retail Store containing more than 10,000 square feet GBA and less than 80,000 square feet GBA, and also includes a multi-screen movie theatre.

L. **North Site** shall mean that area of land described by **Appendix B** attached hereto.

M. **Outparcel** shall mean a separately platted tract of land within the Site that will legally support free-standing buildings and designated as such on **Appendix E**.

N. **Project** shall mean a lifestyle shopping center and related improvements to be constructed on the North Site and a power center and related improvements as defined in this Agreement to be constructed on the South Site.

O. **Rezoning Ordinance** shall mean an ordinance subjecting the Site to the Planned Regional Commercial District, and North East Gateway Overlay District zoning regulations of the City.

P. **REA** shall mean the form of reciprocal easement agreement entered into by and among the Developer and the owners of the Major Anchor Stores, as amended from time to time. The City acknowledges that it is possible that there may be separate REAs for the North Site and the South Site; therefore, the term "REA" shall refer to the reciprocal easement agreements, collectively.

Q. **Retail Store** (which may be a Major Anchor Store, a Minor Anchor Store, or a Specialty Store) shall mean a store or similar commercial concern incorporating one or more of the operations typically found at a shopping center or a lifestyle center including without limitation the sale of goods and services, entertainment uses, and office uses.

R. **Site** shall mean the land legally described in **Appendix A** attached hereto. The Site includes the North Site, the South Site, and the East Barilla Site.

S. **Specialty Store** shall mean a Retail Store containing less than 10,000 square feet GBA.

T. **South Site** shall mean that area of land described by **Appendix C** attached hereto

U. **SUDAS** shall mean Statewide Urban Design and Specifications, current edition.

V. **Traffic Study** shall mean the October 2003 traffic study by HWS Consulting Group, Inc. entitled "I 35 and E. 13th Development."

**ARTICLE 3.  
ORDINANCE**

**3.1 Rezoning Ordinance.**

This Agreement shall be construed under Iowa Code § 414.5 as a written agreement by Developer for the imposition of conditions that are in addition to existing regulations, which Agreement has been entered into by Developer and City prior to the public hearing required under § 414.5. Developer understands and agrees that the execution of this Agreement is a condition precedent to any action by the City in holding a public hearing on the Rezoning Ordinance or taking any council action with respect to a rezoning ordinance. City and Developer agree that the conditions contained in this Agreement are reasonable and the result of extensive negotiations between the parties, and that the conditions and requirements imposed upon the parties herein are necessary to satisfy public needs that are directly caused by Developer's rezoning request.

**3.2 Effective Date of Rezoning Ordinance.**

A. City and Developer agree that this Agreement is the binding obligation of Developer immediately upon Developer's execution and delivery of this Agreement to the City before the public hearing required under Iowa Code §414.5, subject to final passage of the Rezoning Ordinance by the City Council in accordance with Iowa Code § 380.3. In addition to binding the Developer, the City desires that the effect of the Rezoning Ordinance shall be to make this Agreement a covenant running with the land subjected to the Rezoning Ordinance at such time as Developer acquires fee simple title to that land. Because the Rezoning Ordinance shall become effective under Iowa Code § 380.6 only when published in accordance with Iowa Code § 380.7(3), it is agreed by Developer that the City Council may direct the City Clerk to defer publication of the Rezoning Ordinance until Developer gives proof to the City by an opinion of title by an attorney at law who has examined the abstract of title of the land that is the subject of the Rezoning Ordinance that fee simple title to that land has been conveyed to Developer. At the time of such publication, the Agreement shall be a covenant valid and binding on the Developer and the land subjected to the Rezoning Ordinance.

B. The City may enact the Rezoning Ordinance for the Site. If the aforesaid opinion of title with respect to the Site is not delivered to the City as aforesaid by the 1<sup>st</sup> day of December, 2007, the City may repeal or change the Rezoning Ordinance, and Developer shall have no cause of action against the City for or by reason of such repeal or change.

**3.3 Effect of Agreement.**

Developer and City shall diligently and in good faith proceed to comply with all of the terms, conditions, and covenants contained in this Agreement, and all ordinances of the City of Ames, Iowa. The City shall have no obligation to issue any approvals with respect to any grading, excavation, construction, reconstruction, or remodeling on the North Site until the City Council determines that the Master Plan for the Site and Major Site Development Plan submitted by Developer for the North Site comply with the requirements of the ordinances and policies of the City of Ames and this Agreement. The City shall have no obligation to issue any approvals with respect to any grading, excavation, construction, reconstruction, or remodeling on the South Site until the City Council determines that the Master Plan for the Site and Major Site Development Plan submitted by the Developer for the South Site comply with the requirements of the ordinances and policies of the City of Ames and this Agreement. Consistent with Section 4.4 hereof, the Master Plan and the Major Site Development Plan shall show the East Barilla Site as property for future development.

**3.4 Conceptual Site Plan.**

The Conceptual Site Plan shall be supplanted by the Master Plan when approved by the City pursuant to the O-GNE Ordinance, which in turn shall be supplanted by the Major Site Development Plan when approved by the City for the respective portions of the Site.

**ARTICLE 4.  
IMPROVEMENTS TO BE CONSTRUCTED**

**4.1 Developer's Obligation to Construct.**

The Developer agrees to construct a regional commercial lifestyle center on the North Site, and may construct a regional commercial power center on the South Site, all in a manner that is consistent with the ordinances and polices of the City, and this Agreement. Developer shall also construct certain on-site and off-site infrastructure improvements in support of the Project, all as required by Article 7 of this Agreement.

**4.2 North Site Improvements.**

Developer agrees to construct or cause to be constructed a minimum of four hundred ninety-eight thousand (498,000) square feet GBA of buildings and other regional commercial improvements on the North Site, exclusive of Outparcels, as follows:

A. Two (2) Major Anchor Stores totaling at least one hundred sixty thousand (160,000) square feet GBA;

B. A combination of Major Anchor Stores, Minor Anchor Stores, and Specialty Stores totaling at least four hundred ninety-eight thousand (498,000) square feet GBA; and

C. Subject to the requirements of Sections 4.2.A and 4.2.B, above:

## **5.2 Construction Period.**

A. North Site. Developer agrees to complete the construction of the exteriors of buildings having not less than 498,000 square feet GBA as described in Section 4.2, and the site and off-site improvements relating thereto within three (3) years from the date of issuance to Developer or its assigns of the first building permit related to any portion of the North Site.

B. South Site. Developer agrees, exercisable at its option, to complete the construction of the exteriors of buildings having not less than 300,000 square feet of GBA described in Section 4.3, and the site and off-site improvements relating thereto, within three (3) years from the date of issuance to Developer, or its assigns, of the first building permit related to any portion of the South Site.

## **5.3 Conditions Precedent to City's Obligation to Issue Permits and Approvals – North Site.**

The City shall have no obligation to issue any permits or approvals in connection with the North Site until the Developer has satisfied each and every one of the following conditions precedent:

A. Submission of Evidence of Equity Capital and Financing. Developer shall submit to the City evidence of equity capital and written commitments for funding and financing necessary for completion of the North Site. The commitments for financing shall be unconditional commitments to provide construction mortgage financing and shall provide for a loan-to-value ratio as determined by Developer's lender, subject to customary conditions based on the Developer's performance of certain obligations prior to receiving funding including, but not limited to, pre-leasing requirements, covenants pertaining to title, provision of mechanic's lien waivers, inspection duties, approval of the construction budget of Developer's general contractor for the North Site, and other commercially reasonable due diligence requirements. The level of equity capital shall be deemed acceptable hereunder if provided in the amounts required by Developer's lenders.

B. Submission of Evidence of Leases. Developer shall submit to the City evidence of binding lease or sale commitments (which may be in the form of so-called short-form leases or memoranda of sales contracts) from purchasers or tenants for the North Site, as follows:

1. Developer shall submit to the City fully executed binding lease or sale transaction instruments as referenced in Section 5.3.B above with at least three hundred twenty-nine thousand (329,000) square feet GBA of Major Anchors, Minor Anchors, and Specialty Shops, of which there must be: (a) at least two Major Anchor Stores having an aggregate area of not less than one hundred sixty thousand (160,000) square feet GBA; (b) at least eighty thousand (80,000) square feet GBA of Retail Stores that did not have a store open for business in the City as of December 31, 2004; AND (c) not less than forty thousand (40,000) square feet GBA of Minor Anchor Stores.

2. Rental or purchase price information may be redacted.

1. At least one hundred sixty thousand (160,000) square feet GBA of such space must be Retail Stores that did not have a store open for business in the City as of December 31, 2004; and

2. At least eighty thousand (80,000) square feet GBA of the above-stated 160,000 square feet GBA shall be Minor Anchor Stores.

**4.3 South Site Improvements.**

Developer agrees to construct or cause to be constructed, exercisable at Developer's option, a minimum of three hundred thousand (300,000) square feet GBA of buildings and other regional commercial improvements on the South Site, exclusive of Outparcels, that shall include at least one (1) Major Anchor Store of not less than eighty thousand (80,000) square feet GBA. The balance of the said three hundred thousand (300,000) square feet GBA of buildings shall be comprised of either Major Anchor Stores, Minor Anchor Stores, and/or Specialty Stores.

**4.4 No East Barilla Site Improvements Required.**

Developer and City agree that Developer shall not be required to construct any regional commercial improvements on the East Barilla Site pursuant to the terms of this Agreement. Developer acknowledges that it shall submit a Master Plan for the East Barilla Site as property for future development at the time that Developer seeks Master Plan approval for the North Site or the South Site, but that it may be required to submit a new Master Plan for the East Barilla Site in the future if the development plans of Developer or its successors and assigns for the East Barilla Site vary materially from the approved Master Plan for the East Barilla Site.

**4.5 Force Majeure.**

With respect to the requirements of this Article 4, it is understood that delays could result from causes that may reasonably be presumed to be beyond the control of either party. Those causes are agreed to be: governmental war measures, wind storms, or labor strikes. Both parties shall, in good faith, use such effort as is reasonable under all the circumstances known at the time to mitigate delays caused by such events and make reasonable allowances of additional time for performance of the requirements of this Article when any event as aforesaid causes an unavoidable delay. Any party desiring an allowance of additional time for performance shall give written notice thereof to the other party within 20 days of the occurrence of the event that caused or will cause delay.

**ARTICLE 5.  
TIMING AND BUILD-OUT OF THE PROJECT**

**5.1 Single-Phase Construction.**

Developer agrees to construct, or cause to be constructed, the improvements described in Sections 4.1, 4.2 and 4.3 for both the North Site and, when applicable, the South Site, concurrently and not in phases.



**5.4 Conditions Precedent to City's Obligation to Issue Permits and Approvals – South Site.**

The City shall have no obligation to issue any permits or approvals in connection with the South Site until the Developer has satisfied each and every one of the following conditions precedent:

A. Submission of Evidence of Equity Capital and Financing. If Developer elects to construct power center improvements on the South Site, Developer shall submit to the City evidence of equity capital and written commitments for funding and financing necessary for completion of the South Site. The commitments for financing shall be unconditional commitments to provide construction mortgage financing and shall provide for a loan-to-value ratio as determined by Developer's lender, subject to customary conditions based on the Developer's performance of certain obligations prior to receiving funding including, but not limited to, pre-leasing requirements, covenants pertaining to title, provision of mechanic's lien waivers, inspection duties, approval of the construction budget of Developer's general contractor for the South Site, and other commercially reasonable due diligence requirements. The level of equity capital shall be deemed acceptable hereunder if provided in the amounts required by Developer's lenders.

B. Submission of Evidence of Leases. Developer shall submit to the City evidence of binding lease or sale commitments (which may be in the form of so-called short-form leases or memoranda of sales contracts) from purchasers or tenants for the South Site, as follows:

1. Developer shall submit to the City fully executed binding sale or lease transaction instruments as referenced in Section 5.4.B above with at least *one Major Anchor Store and with additional Major Anchor Stores, Minor Anchor Stores, and Specialty Stores* having an aggregate area of not less than fifty percent (50%) of the number determined by subtracting the actual total square feet GBA of such Major Anchor Store from three hundred thousand (300,000) square feet GBA required under Section 4.3 hereof.

2. Rental or purchase price information may be redacted.

**5.5 Procedure for Review of Information.** Decisions by the City as to whether information submitted by the Developers satisfies the requirements of Sections 5.3.A, 5.3.B, 5.4.A, and 5.4.B above shall be made by the City Attorney.

**5.6 Issuance of Permits and Approvals.**

A. The City shall not be obligated to issue any permits or approvals for any portion of the Site until Developer has provided fire protection service, sanitary sewer service, and interior all-weather construction road service to the property lines of the North Site and the South Site as required to support Developer's construction activities. There shall be no obligation to provide interior construction road service for the South Site until the Developer takes out building permits for the South Site.

B. The City shall not be obligated to issue any permits or approvals with respect to the South Site until the City issues to the Developer, or its assigns, all permits and approvals that will support the construction of at least 329,000 square feet GBA in accordance with Section 5.3.B.1.

## **ARTICLE 6. OTHER RESTRICTIONS**

### **6.1 Waiver of Tax Abatement.**

In consideration of the City's execution of this Agreement, Developer hereby covenants that it shall not seek or obtain any form of tax abatement with respect to the Site, whether authorized under the Iowa Code or the Municipal Code of the City, and Developer, acting on its own behalf and for its successors and assigns, hereby irrevocably and permanently waives any right that it may have under law to seek or obtain any form of tax abatement with respect to the Site.

### **6.2 General Applicability of Other Laws and Ordinances.**

The parties acknowledge and agree that this Agreement is being executed in contemplation of the Conceptual Site Plan, but without further review or approval of specific plans for the Project. Therefore, the parties acknowledge and agree that it is not possible to anticipate all of the infrastructure requirements of Developer that may be required to properly develop the Site. Therefore, the parties agree that all work done by or on behalf of the Developer with respect to public streets, sidewalks, bike paths, building design and construction, and utilities (both on-site and off-site) shall be made in compliance with the Iowa Code, the Ames Municipal Code, SUDAS, and all other federal, state, and local laws and policies of general application, whether or not such requirements are specifically stated in this Agreement.

## **ARTICLE 7. PUBLIC INFRASTRUCTURE**

### **7.1 Compliance With Ordinances and Other Rules of General Application.**

All work performed pursuant to this Article 7 shall be done in good and workmanlike fashion, in compliance with SUDAS, City ordinances, rules, regulations, and standards that are generally applicable to all development projects regulated by the City, and all such work shall be approved in advance by the City in accordance with standard practices of the City.

### **7.2 Water.**

A. East 13th Street East to 570th Avenue. Developer shall pay City a connection fee of Forty-one thousand Dollars (\$41,000.00) for the right to connect to the existing City water main along East 13th Street west of its intersection with 570th Avenue.

B. 570th Avenue North of East 13th Street. Developer, at its cost shall, in conjunction with Developer's construction activities and prior to the issuance of any City permits

or approvals, extend a twelve-inch (12") water main from East 13th Street north along 570th Avenue to the northern boundary of the North Site.

C. East 13th Street East of 570th Avenue. While Developer shall be obligated at its cost to extend a twelve-inch (12") water main along East 13th Street through and east of its intersection with 570th Avenue to the eastern boundary of the East Barilla Site, such obligation for the extension east of 570<sup>th</sup> Avenue shall arise only at such time that Developer files a final plat affecting the East Barilla Site, and Developer shall not be obligated to construct such water main until the City approves a final plat covering all or part of the East Barilla Site. However, the Developer and the City agree that if development by anyone occurs on land in the vicinity of the Site, and East of 570<sup>th</sup> Avenue, the Developer shall proceed immediately with the construction of the said water main upon receipt of written notice from the City to do so.

D. Early Development East of the Site. The City and Developer acknowledge that one of the inducements to the City for enactment of the Rezoning Ordinance is the extension of a water main eastward from 570th Avenue to the eastern boundary of the Site, and north of East 13th Street along 570th Avenue to the northern boundary of the Site, for purposes of facilitating the economic development of the land lying east of the Site. If such development begins before December 1, 2007, the City may construct the aforesaid water main and the Developer shall reimburse the City for each progress payment and final payment made by the City for that work, within ten days of the City's notice to Developer of a payment having been made. The Developer shall have no obligation to reimburse the City as aforesaid until such time as the Developer has acquired title to the Site. If the Developer acquires title to the Site while such work is in progress or after it is completed, the Developer shall then reimburse the City for all payments made by the City for such work not later than ten days following a request for payment by the City.

### 7.3 Sanitary Sewer.

A. Initial Obligation of Developer. In conjunction with Developer's construction activities and prior to the issuance of any City permits or approvals with respect to the North Site or the South Site, Developer at its sole cost will extend a trunk eighteen inch (18") sanitary sewer line within existing City right-of-way along East 13th Street from Dayton Avenue to 570th Avenue; and, a twelve inch (12") sanitary sewer line along 570<sup>th</sup> Avenue from East 13<sup>th</sup> Street to the north line of the North Site. While Developer shall be obligated, at its cost, to extend a twelve inch (12") sanitary sewer main along East 13<sup>th</sup> Street through and east of its intersection with 570<sup>th</sup> Avenue to the eastern boundary of the East Barilla Site, such obligation for the extension east of 570<sup>th</sup> Avenue shall arise only at such time that Developer or its successors and assigns file a final plat affecting the East Barilla Site, and Developer shall not be obligated to construct such sanitary sewer east of 570<sup>th</sup> Avenue until the City approves a final plat covering all or part of the East Barilla site. However, the Developer and City agree that if development occurs on the land in the vicinity of the Site, east of 570<sup>th</sup> Avenue, the Developer shall proceed immediately with the construction of the said sanitary sewer upon receipt of written notice from the City to do so.



B. Developer's Obligation at Time of Subdivision. In connection with the final platting proceedings for any portion of the Site, Developer shall extend sewer mains to service each portion of the Site that is so platted.

C. Early Development East of the Site. The City and Developer acknowledge that one of the inducements to the City for enactment of the Rezoning Ordinance is the extension of sanitary sewer service eastward from Dayton Avenue to the eastern boundary of the Site, and north of East 13th Street along 570th Avenue to the northern boundary of the Site, for purposes of facilitating the economic development of the land lying east of the Site. If such development begins before December 1, 2007, the City may construct the aforesaid sanitary sewer extensions and the Developer shall reimburse the City for each progress payment and final payment made by the City for that work, within ten days of the City's notice to Developer of a payment having been made. The Developer shall have no obligation to reimburse the City as aforesaid until such time as the Developer has acquired title to the Site. If the Developer acquires title to the Site while such work is in progress or after it is completed, the Developer shall then reimburse the City for all payments made by the City for such work not later than ten days following a request for payment by the City.

**7.4 Water and Sanitary Sewer Extension Benefits Adjustment.**

For the purpose of assessing the costs of water and sanitary sewer utility extensions on the basis of benefit to land areas, it is recognized that the City has the authority, and shall take all necessary action, to establish water and sanitary sewer utility connection fee districts pursuant to the procedures provided for by Iowa Code § 384.38(3). The City shall, subject to its governmental discretion, establish such districts with respect to the areas of land that are not a part of the Site, but which will be served and benefitted by the extension of water and sanitary sewer utilities pursuant to this Agreement; and the money collected by the City by virtue of such districts shall be disbursed to the Developer to such extent and in such amounts as the City shall determine to be an equitable adjustment for the benefit provided to the areas within such districts by virtue of the Developer's construction of water and sanitary sewer utility facilities as required by this Agreement.

**7.5 Storm Water.**

Developer, at its cost, will construct all storm water "Best Management Practices" for water quality and quantity control facilities on the Site and off-site to the extent necessary to support the management of storm water drainage and disposal from the Site. Such construction shall be when and where it is deemed necessary by the City in consultation with the Developer to assure the proper function of the storm water management system for the Site.

**7.6 Electric.**

Developer, at its cost, shall install or relocate all streetlights along public streets in the Site; and, along 13<sup>th</sup> Street east from the east exit ramps for I-35; and, along 570<sup>th</sup> Avenue north of its intersection with 13<sup>th</sup> Street; and, along 13<sup>th</sup> Street east of 570<sup>th</sup> Avenue to the eastern boundary of the East Barilla Site at such time as when street improvements east of 570<sup>th</sup> Avenue are required.

7.7 **Bicycle/Pedestrian Paths.**

Developer will extend a 10 foot wide bike path on the north side of East 13th Street from the eastern edge of the paving of the north entrance ramp for I-35 to the eastern edge of the North Site.

7.8 **Cy-Ride.**

Developer will contribute Fifty Thousand Dollars (\$50,000) for the acquisition of a bus and will construct drop/off and turn-around facilities at both the North Site and the South Site, if the South Site is developed.

7.9 **Streets.**

A. **Interstate I-35 / East 13th Street Interchange.** Developer, at its sole cost, shall complete all studies, designs, and construction of improvements required by the IDOT and the FHWA with respect to the Interstate I-35/East 13th Street interchange.

B. **East 13th Street and 570<sup>th</sup> Avenue Improvements.**

1. **City Responsibility.** It is recognized that the existing two lanes of roadway on East 13th Street adjacent to the Site, extending from the easterly most point of the I-35 interchange ramp to the east line of the East Barilla Site are deteriorated and in need of reconstruction; and, that the costs of that reconstructing is the City's responsibility. It is also recognized that it will be more efficient for the Developer to do that reconstruction work in the context of other improvements to East 13th Street for which Developer has agreed to be responsible. It has been determined by the estimates of the City's engineers that the cost for reconstruction of the said two lanes of East 13th Street is equivalent to the cost of the contemplated paving of 570th Avenue north of East 13th Street to the north boundary of the Site. Therefore, in consideration of the Developer causing the reconstruction of the said existing two lanes of East 13th Street roadway to the standards of the City, and to be compliant with the statutory requirements for public bidding of street improvements, the City shall, subject to its governmental discretion and in accordance with statutory procedures, award a contract for the construction of the 570<sup>th</sup> Avenue roadway to City standards for the full width of the roadway from the north line of East 13th Street to the north line of the Site.

2. **Developer Responsibility.** The Developer shall construct at its sole expense, to the standards of the City, all the improvements stated in the Traffic Study, plus the reconstruction to City standards of the full width of roadway on East 13th Street adjacent to the Site, extending from the easterly most point on the I-35 interchange ramp to the east line of the Site. Notwithstanding the foregoing, Developer and City agree that Developer shall not be required to construct any East 13th Street improvements east from 570th Avenue to the east boundary of the East Barilla Site until a final plat is filed with respect to the East Barilla Site. However, the Developer and City agree that if development by anyone occurs on

land in the vicinity of the Site, and east of 570<sup>th</sup> Avenue, or if improvements are needed due to road condition or traffic volume, the Developer shall proceed immediately with the construction of the said East 13<sup>th</sup> Street east from 570<sup>th</sup> Avenue to the east boundary of the East Barilla Site as an industrial street meeting City standards, plus the improvements for that street segment detailed in the above stated Traffic Study, upon receipt of written notice from the City to do so.

C. Developer Responsibility for Traffic Study Work. By way of specification but not limitation it is agreed that Developer, at its sole cost, shall construct all of the roadway and right-of-way improvements specified in the Traffic Study, including, without limitation, lane widening/reconstruction, turn lanes, and traffic signals, plus work required by the FHWA or IDOT, but excluding work to be performed by the City pursuant to Section 7.9(B)(1) hereof. If the Traffic Study is modified and such modifications are approved by the City, Developer shall be bound by such modifications to the Traffic Study.

D. East 13th Street Access Points. The City acknowledges that the Developer shall be allowed access points for the Site as shown on Appendix E, conceptual Site Plan, subject to the requirements of the IDOT, the City, and the FHWA.

#### **7.10 Permits and Approvals Withheld**

It is understood and agreed that the City shall issue no permits or approvals with respect to any work or installations on the Site until Developer has performed or completed all of Developer's obligations under Article 7 or work is in progress to complete those obligations. If a permit or approval is issued by the City based on such work in progress, and such progress should cease for any reason, the City shall issue no further permits or approvals until progress on such work is resumed.

#### **7.11 Letter of Credit**

To secure the completion of the public infrastructure requirements of Article 7, except for interchange improvements and improvements east of 570<sup>th</sup> Avenue, Developer shall provide as a condition for approval of a final plat a letter of credit to the benefit of the City in such amount as shall be reasonably required by the City's engineers, in a form approved by the City's attorney. Said letter of credit shall be maintained in effect until the said infrastructure requirements are completed and accepted by the City, but the letter of Credit may be replaced in lower amounts to reflect work that has been completed and accepted by the City.

### **ARTICLE 8. FEES, PERMITS, AND EASEMENTS**

#### **8.1 Rights of Way.**

Developer, without receipt of additional consideration other than the City's execution of this Agreement, but after it acquires title to the Site, shall grant and dedicate to the City all additional rights of way for East 13th Street and 570th Avenue required by the City in connection with the Project, as a condition precedent to any permits or approvals by the City.

## **8.2 Easements.**

Developer, without receipt of additional consideration other than the City's execution of this Agreement, but after it acquires title to the Site, shall grant to the City all necessary easements and licenses that the City deems necessary to establish and support public infrastructure improvements and facilities on the Site, as a condition precedent to any permits or approvals by the City.

## **ARTICLE 9. EFFECT OF COVENANTS UPON DEVELOPER AND THE SITE**

### **9.1 Covenants; Binding Upon Successors in Interest; Duration.**

It is intended that the agreements and covenants provided in this Agreement shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Developer, its successors and assigns and every successor in interest to the Site, and the Improvements erected or to be erected thereon, or any part thereof until this Agreement is terminated, in whole or in part, pursuant to Article 10 hereof.

### **9.2 City's Rights To Enforce.**

With respect to an area of land on the Site constituting the "foot print" or parcel of a Major Anchor Store for which the City has issued a "certificate of occupancy" pursuant to the City's Building Code, the obligations of this Agreement shall be released with respect to that "foot print" or parcel. In amplification, and not in restriction of the provisions of the preceding Section, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Agreement, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City until this Agreement is terminated, in whole or in part, pursuant to Article 10 hereof and such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant. The City intends to preserve and extend the enforceability of the agreements and covenants provided in this Article by filing appropriate claims in accordance with Iowa Code Sections 614.24 and 614.25.

**ARTICLE 10.  
NATURE OF COVENANTS – TERMINATION**

**10.1 Construction of Covenants.**

The covenants contained in this Agreement are entered into by the Developer for the benefit of the City for purposes of inducing the City to enact the Rezoning Ordinance. Nothing contained in this Agreement shall be construed as a covenant by Developer or its successors and assigns to conduct an active business operation, whether continuous or otherwise, on any portion of the Site.

**10.2 Condition Precedent to Developer's Obligations – Termination for Failure to Obtain Financing.** If by December 1, 2007 Developer fails to obtain written commitments for equity capital and funding and financing for construction of the North Site improvements required by 4.2 hereof, and submit to the City the evidence of financing and leases required by 5.3A and 5.3B hereof with respect to the North Site, the City may then, as its remedy for Developer's failure of performance, repeal or change the zoning designation of the Site as the City deems appropriate and Developer shall have no cause of action against the City for or by reason of such repeal or change in zoning regulations.

**ARTICLE 11.  
REMEDIES.**

**11.1 In General.**

A. Except as otherwise specifically provided in this Agreement, in the event of a default by either party under this Agreement, the aggrieved party may, by written Notice of Default to the party in default, demand that it proceed immediately to cure or remedy such default, and in any event, complete such cure or remedy within ninety (90) days after receipt of such notice.

B. In the event that Notice of Default is given as provided above and action to cure or remedy the default is not promptly taken or not diligently pursued, or the default is not cured or remedied within the time allowed, then the party in default may be declared to be in breach of this Agreement by the aggrieved party.

C. In the event of a breach of this Agreement, in addition to such other rights as the aggrieved party may have hereunder, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in breach of its obligations. It is further agreed that as an additional remedy for a breach of this Agreement by Developer, the City may repeal or change the zoning designations of the Site as the City deems appropriate, and Developer shall have no cause of action against the City for or by reason of such repeal or change in zoning regulations.



**11.2 Other Rights and Remedies, No Waiver by Delay.**

City and Developer shall have the right to institute such actions or proceedings, as each may deem desirable for effectuating the purposes of this Article. Provided, that any delay by City or Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive either City or Developer of or limit such rights in any way; it being the intent of this provision that City and Developer should not be constrained to exercise such remedies at a time when such party may still hope otherwise to resolve the problems created by the default involved so as to avoid the risk of being deprived of or *limited in the exercise* of such remedies because of concepts of waiver, laches, or otherwise. No waiver in fact made by City or Developer with respect to any specific default by the other party shall be considered or treated as a waiver of the rights of City or Developer with respect to any other defaults by the other party or with respect to the particular default, as the case may be, except to the extent specifically waived in writing by City or Developer.

**11.3 Rights and Remedies Cumulative.**

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any default or breach by the other party. No waiver made by either party shall be deemed a waiver in any respect in regard to any other rights of the party making the waiver or of any other obligations of the other party.

**ARTICLE 12.  
MISCELLANEOUS.**

**12.1 Representatives Not Individually Liable.**

A. No member, official, employee, or agent of City shall be personally liable to Developer in the event of any default or breach by City or for any amount that may become due to Developer or for any obligations under the terms of this Agreement.

B. No member, manager, employee, or agent of Developer shall be personally liable to City in the event of any default or breach by Developer or for any amount that may become due to the City or for any obligations of Developer under the terms of this Agreement.

C. Notwithstanding anything contained in this Agreement to the contrary, the person or persons executing this Agreement on behalf of either party shall incur no personal liability with respect to either party's performance hereunder.

**12.2 Fire, Extended Coverage Insurance.**

Developer shall keep in force fire and extended coverage insurance upon the Site improvements with insurance underwriters authorized to do business in the State of Iowa. The form and amounts of such insurance shall be approved by the City, which approval shall not be

unreasonably withheld. Such insurance shall be in amounts and form satisfactory to Developer's lender.

**12.3 Indemnity, Fees, Expenses.**

Following Developer's acquisition of legal title to the Site, the Developer shall assume, defend, indemnify, protect and hold harmless the City and its officers, employees and agents from any and all claims, demands, actions or causes of action of whatsoever kind occasioned wholly or in part by any negligent act or omission of Developer and its contractors, agents or assigns arising out of or in any way connected with its possession of the Site, the construction of the Site improvements and the development of the Site. The Developer's obligation to indemnify and hold harmless shall include the obligation to pay all reasonable expenses incurred by the City in defending itself with regard to any of the aforementioned claims, or in enforcing the provisions of this paragraph, including all out-of-pocket expenses such as attorney's fees. Notwithstanding the above, Developer shall have no obligation to indemnify the City for any claims or causes of action resulting from the acts or omissions of the City in the exercise of the City's rights under the easements reserved by the City for landscaping, exterior fixtures and maintenance.

The Developer agrees that with respect to those portions of the Project that it owns and develops to pay, or cause to be paid, all license fees, permit fees, and insurance premiums related to its possession of the Site, the construction of the Site improvements and the development of the Site. It is the intention of the parties that the City shall not incur pecuniary liability by reason of Developer's failure to comply with applicable Federal, State and local laws, rules, ordinances, regulations, orders, licenses and permits and the Developer shall indemnify and hold harmless the City and its officers, employees, and agents against all such claims by or on behalf of any person, firm, or corporation, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon. Nothing contained in this Section 12.3 shall be construed to constitute any form of agreement by Developer to indemnify the City in connection with any third party challenges to the City's power or authority to enter into this Agreement, the validity of the Rezoning Ordinance, or any approvals required or otherwise granted in connection herewith by the City.

**12.4 City Not a Guarantor, Surety or Partner.**

City is not a guarantor or surety for the completion of the Site improvements nor for any indebtedness incurred by Developer. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of copartners between the parties hereto, or as constituting Developer as a contractor, agent or representative of City for any purpose of in any manner whatsoever.

**12.5 Time.**

Time is of the essence in the performance of this Agreement.

**12.6 Titles of Articles and Sections.**

Titles of the several sections, subsections, and paragraphs of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

**12.7 Agreement Binding on Successors in Interest.**

This Agreement shall inure to the benefit of and shall be binding upon successors and assigns of the parties.

**12.8 Extensions for Non-Working Days.**

In the event the last date for performing any act required by this Agreement falls upon a weekend day or holiday, then the time for performing such act shall be extended to the next following working day.

**12.9 Notices.**

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; delivered personally; or sent by overnight courier service, as follows:

A. In the case of Developer, addressed to:

Wolford Development Options, L.L.C.  
Attention: President  
Four Squares Business Center  
1200 Mountain Creek Road, Suite 102  
Chattanooga, TN 37405

B. In the case of City, addressed to:

City of Ames  
Attention: City Clerk  
P. O. Box 811  
515 Clark Street  
Ames, Iowa 50010

or to such other address as either may, from time to time, designate in writing and forward to the other as provided in this Article.

**12.10 Recordation.**

Following the effectiveness of the Zoning Ordinance, the City Clerk shall cause this Agreement to be recorded at Developer's expense in the land records of the Story County Recorder's Office. A duplicate original of this Agreement and all the Appendices shall be



maintained in the Office of the City Clerk, City Hall, 515 Clark Street, Ames, Iowa, 50010. All expense of recording this Agreement and any of the documents contemplated by this Agreement to be recorded by City shall be paid by Developer within fifteen (15) days of notice from City of the amount thereof.

**12.11 Counterparts.**

This Agreement is executed in two (2) counterparts, each of which shall constitute one and the same instrument. A copy of this Agreement, including all the Appendices shall be maintained in the office of the City Clerk of City.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the day first above written.

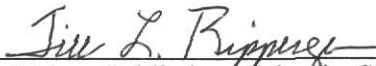
**CITY OF AMES, IOWA**, an Iowa  
municipal corporation

By:   
Ted Tedesco, Mayor


By:   
Diane R. Voss, City Clerk

STATE OF IOWA, STORY COUNTY, ss:

This instrument was acknowledged before me on the 8<sup>th</sup> day of November, 2005 by Ted Tedesco and Diane R. Voss, as Mayor and City Clerk, respectively, of the City of Ames, Iowa on behalf of whom this instrument was executed.

  
Notary Public in and for the State of  
Iowa

[Page 1 of 2 signature pages]

**APPROVED AS TO FORM**  
BY:   
John R. Klaus  
City Attorney



**WOLFORD DEVELOPMENT  
OPTIONS, L.L.C.**, a Nevada limited  
liability company

By: *James L. Wolford*  
James L. Wolford, Chief Manager

STATE OF Tennessee, Hamilton COUNTY, ss:

This instrument was acknowledged before me on the 4<sup>th</sup> day of November, 2005  
by James L. Wolford, as Chief Manager of Wolford Development Options, L.L.C. on behalf of  
whom this instrument was executed.



*Angela J. Davis*  
Notary Public in and for said State

[Page 2 of 2 signature pages]

**APPENDIX A  
LEGAL DESCRIPTION OF THE SITE**

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 84 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, LYING EAST AND NORTH OF THE INTERSTATE HIGHWAY 35 RIGHT-OF-WAY AND CONTAINING 59.72 ACRES, MORE OR LESS;

AND THE INTERSTATE HIGHWAY 35 RIGHT-OF-WAY, CONTAINING 21.12 ACRES MORE OR LESS

AND

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 84 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, LYING NORTH OF THE INTERSTATE HIGHWAY 35 RIGHT-OF-WAY AND CONTAINING 39.90 ACRES, MORE OR LESS;

AND THE INTERSTATE HIGHWAY 35 RIGHT-OF-WAY, CONTAINING 0.29 ACRES MORE OR LESS;

AND

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 84 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA AND CONTAINING 40.02 ACRES, MORE OR LESS.

AND

PARCEL "A" IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY (AMENDED)" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON THE 12TH DAY OF DECEMBER, 1997, AND RECORDED IN BOOK 15, PAGE 90-91 AND CONTAINING 55.18 ACRES MORE OR LESS.

AND

PARCEL "C" IN THE EAST FRACTIONAL HALF (E. FRL. 1/2) OF SECTION SIX (6), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA ON THE 22ND DAY OF JULY, 1997, AND RECORDED IN BOOK 15, PAGE 16 AND CONTAINING 96.61 ACRES, MORE OR LESS.

AND

PART OF THE EAST FRACTIONAL 1/2 OF SECTION 6, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, LYING IN THE INTERSTATE HIGHWAY RIGHT-OF-WAY, CONTAINING 10.09 ACRES MORE OR LESS.

**APPENDIX B**  
**LEGAL DESCRIPTION OF THE NORTH SITE**

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 84 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, LYING EAST AND NORTH OF THE INTERSTATE HIGHWAY 35 RIGHT-OF-WAY AND CONTAINING 59.72 ACRES, MORE OR LESS;

AND THE INTERSTATE HIGHWAY 35 RIGHT-OF-WAY, CONTAINING 21.12 ACRES MORE OR LESS;

AND

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 84 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, LYING NORTH OF THE INTERSTATE HIGHWAY 35 RIGHT-OF-WAY AND CONTAINING 39.90 ACRES, MORE OR LESS;

AND THE INTERSTATE HIGHWAY 35 RIGHT-OF-WAY, CONTAINING 0.29 ACRES MORE OR LESS;

AND

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 84 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA AND CONTAINING 40.02 ACRES, MORE OR LESS;

AND

PART OF THE EAST FRACTIONAL 1/2 OF SECTION 6, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, LYING IN THE INTERSTATE HIGHWAY RIGHT-OF-WAY, CONTAINING 10.09 ACRES MORE OR LESS.

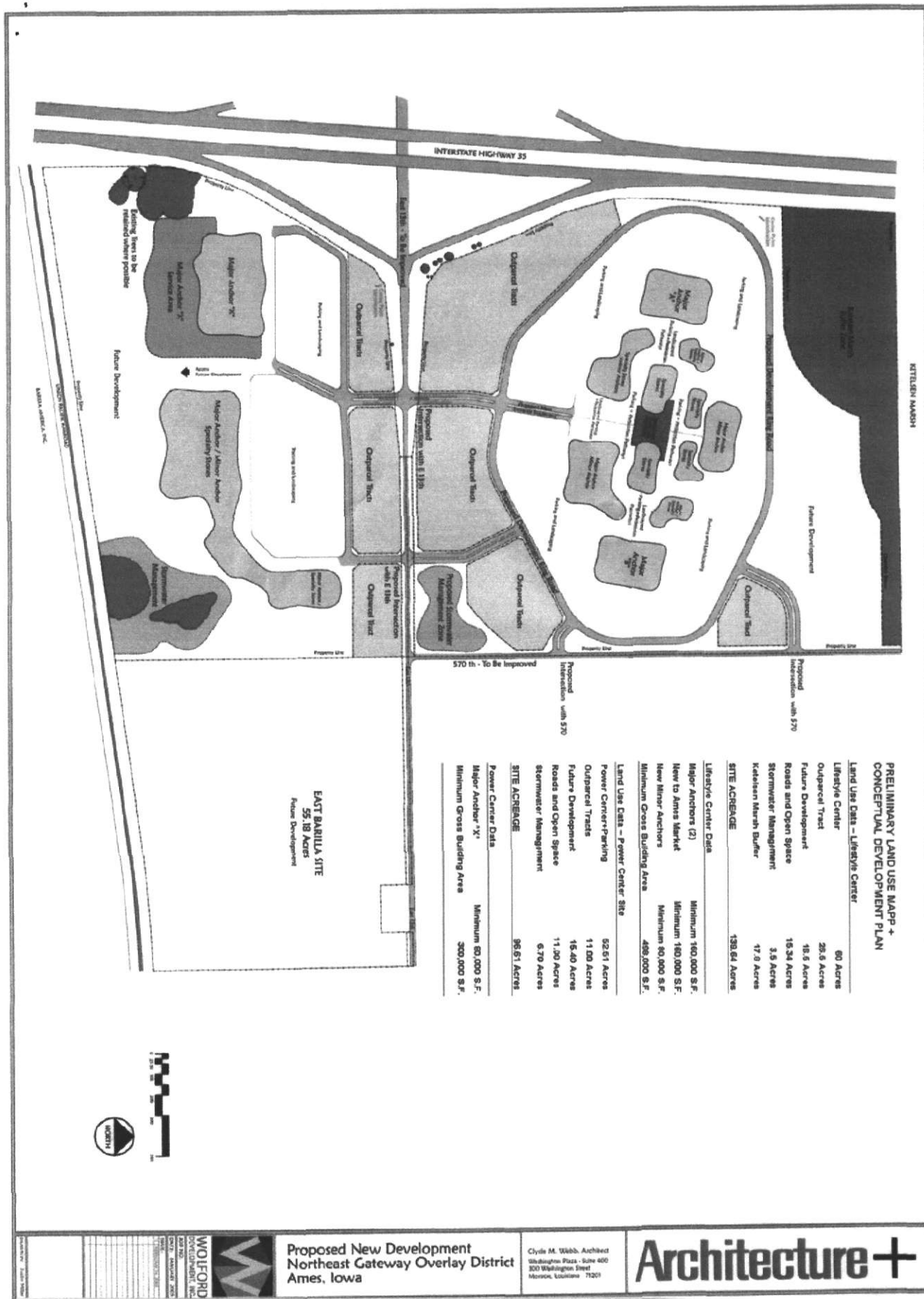
**APPENDIX C**  
**LEGAL DESCRIPTION OF SOUTH SITE**

PARCEL "C" IN THE EAST FRACTIONAL HALF (E. FRL. ½) OF SECTION SIX (6), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA ON THE 22ND DAY OF JULY, 1997, AND RECORDED IN BOOK 15, PAGE 16 AND CONTAINING 96.61 ACRES, MORE OR LESS.

**APPENDIX D**  
**LEGAL DESCRIPTION OF THE EAST BARILLA SITE**

PARCEL "A" IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 5,  
TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA,  
AS SHOWN ON THE "PLAT OF SURVEY (AMENDED)" FILED IN THE OFFICE OF THE  
RECORDER OF STORY COUNTY, IOWA, ON THE 12TH DAY OF DECEMBER, 1997,  
AND RECORDED IN BOOK 15, PAGE 90-91 AND CONTAINING 55.18 ACRES MORE OR  
LESS.

**APPENDIX E  
CONCEPTUAL SITE PLAN**



**PRELIMINARY LAND USE MAP + CONCEPTUAL DEVELOPMENT PLAN**

**Land Use Data - Lifestyle Center**

Lifestyle Center	60 Acres
Outparcel Tract	28.5 Acres
Future Development	18.5 Acres
Roads and Open Space	16.34 Acres
Stormwater Management	3.5 Acres
Ketelsen Marsh Buffer	17.9 Acres
<b>SITE ACREAGE</b>	<b>139.64 Acres</b>

**Lifestyle Center Data**

Major Anchors (2)	Minimum 160,000 S.F.
Minor to Anchor Market	Minimum 180,000 S.F.
New Minor Anchors	Minimum 80,000 S.F.
Minimum Gross Building Area	488,000 S.F.

**Land Use Data - Power Center Site**


Power Center/Parking	52.51 Acres
Outparcel Tracts	11.00 Acres
Future Development	15.40 Acres
Roads and Open Space	11.00 Acres
Stormwater Management	6.70 Acres
<b>SITE ACREAGE</b>	<b>96.61 Acres</b>

**Power Center Data**

Major Anchor 'X'	Minimum 80,000 S.F.
Minimum Gross Building Area	300,000 S.F.

**EAST BARILLA SITE**  
55.18 Acres  
Future Development






**WOLFORD DEVELOPMENT, INC.**  
2000 W. UNIVERSITY AVE.  
AMES, IA 50010  
515.233.7300

**Proposed New Development**  
Northeast Gateway Overlay District  
Ames, Iowa

Clyde M. Webb, Architect  
Shakespeare Plaza - Suite 400  
300 Washington Street  
Marion, Louisiana 71201





**WOLFORD DEVELOPMENT  
OPTIONS, L.L.C.**, a Nevada limited  
liability company

By: *James L. Wolford*  
James L. Wolford, Chief Manager

STATE OF Tennessee, Hamilton COUNTY, ss:

This instrument was acknowledged before me on the 4<sup>th</sup> day of November, 2005  
by James L. Wolford, as Chief Manager of Wolford Development Options, L.L.C. on behalf of  
whom this instrument was executed.

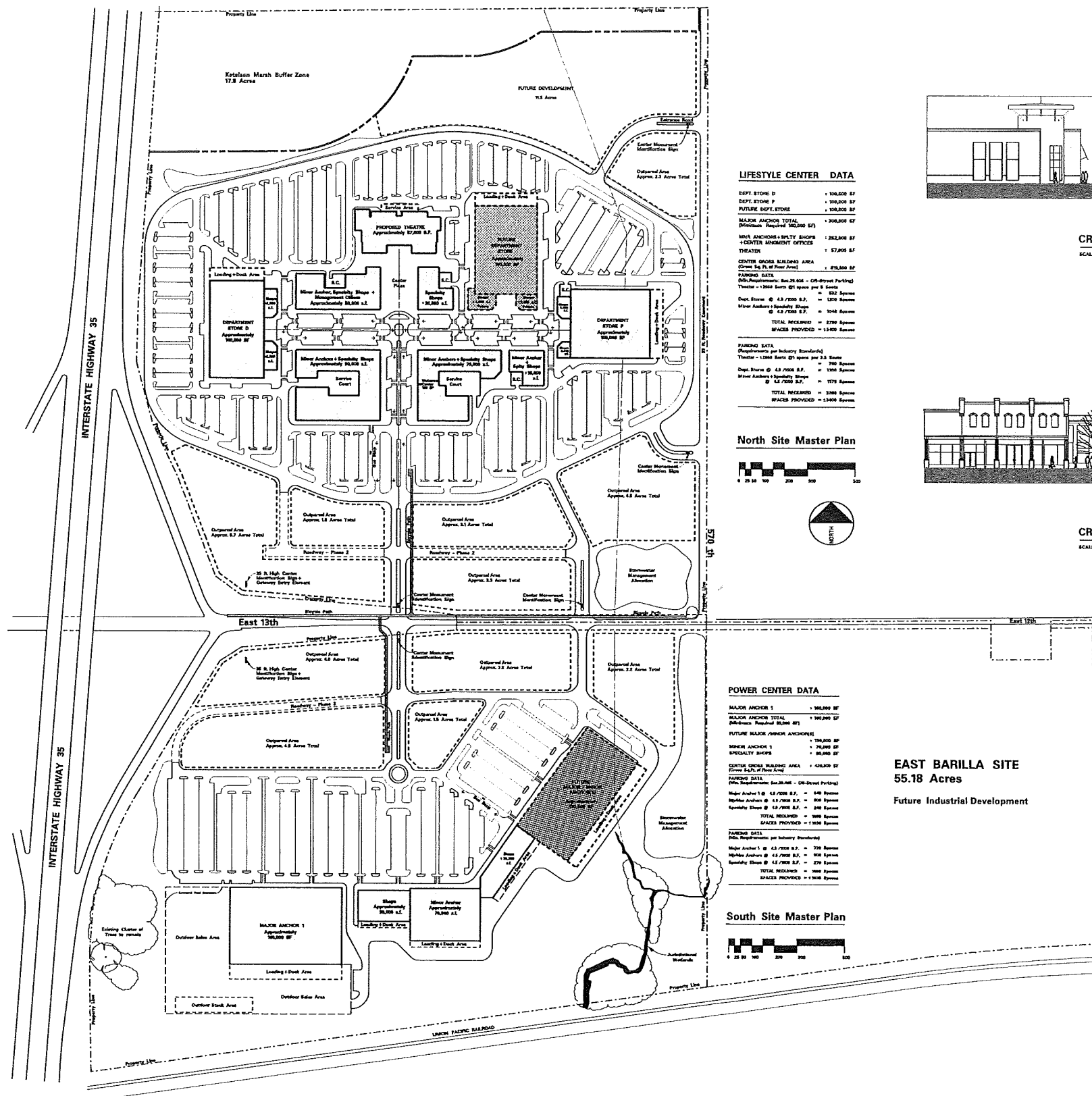


*Angela J. Davis*  
Notary Public in and for said State

[Page 2 of 2 signature pages]

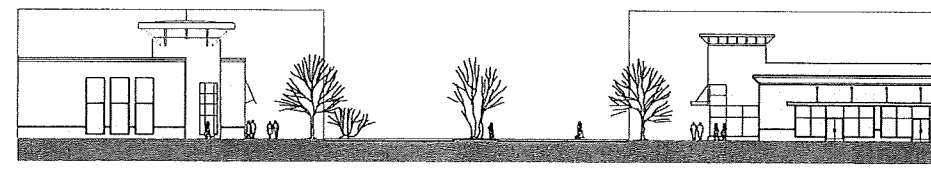






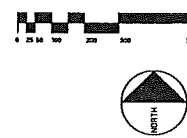
**LIFESTYLE CENTER DATA**

DEPT. STORE D	104,000 SF
DEPT. STORE F	104,000 SF
FUTURE DEPT. STORE	104,000 SF
<b>MAJOR ANCHOR TOTAL (Minimum Required 300,000 SF)</b>	<b>312,000 SF</b>
MINOR ANCHORS & SPLY. SHOPS	282,000 SF
COFFEE SHOP/CONVENIENCE STORES	57,000 SF
<b>CENTRAL GREEN BUILDING AREA (Green 56.5% of Total Area)</b>	<b>478,000 SF</b>
<b>PARKING DATA</b>	
Min. Requirements: 200-250 Sp. - 05-Street Parking	
Theater - 1000 Sp. @ 10 Sp. per 10 Seats	
Dept. Store @ 4.5/1000 S.F.	= 532 Spaces
Minor Anchor & Specialty Shops @ 4.5/1000 S.F.	= 1042 Spaces
<b>TOTAL REQUIRED = 2274 Spaces</b>	
<b>SPACES PROVIDED = 15400 Spaces</b>	



CROSS SECTION THRU BOULEVARD LOOKING NORTH  
 SCALE: 1" = 20'-0"

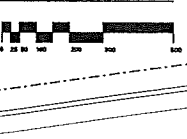
**North Site Master Plan**



**POWER CENTER DATA**

MAJOR ANCHOR 1	100,000 SF
MAJOR ANCHOR TOTAL (Minimum Required 300,000 SF)	100,000 SF
<b>FUTURE MAJOR ANCHOR (Minimum Required 300,000 SF)</b>	<b>100,000 SF</b>
MINOR ANCHOR 1	70,000 SF
SPECIALTY SHOPS	50,000 SF
<b>CENTRAL GREEN BUILDING AREA (Green 56.5% of Total Area)</b>	<b>478,000 SF</b>
<b>PARKING DATA</b>	
Min. Requirements: 200-250 Sp. - 05-Street Parking	
Major Anchor 1 @ 4.5/1000 S.F.	= 640 Spaces
Minor Anchor @ 4.5/1000 S.F.	= 800 Spaces
Specialty Shop @ 4.5/1000 S.F.	= 270 Spaces
<b>TOTAL REQUIRED = 1710 Spaces</b>	
<b>SPACES PROVIDED = 15000 Spaces</b>	

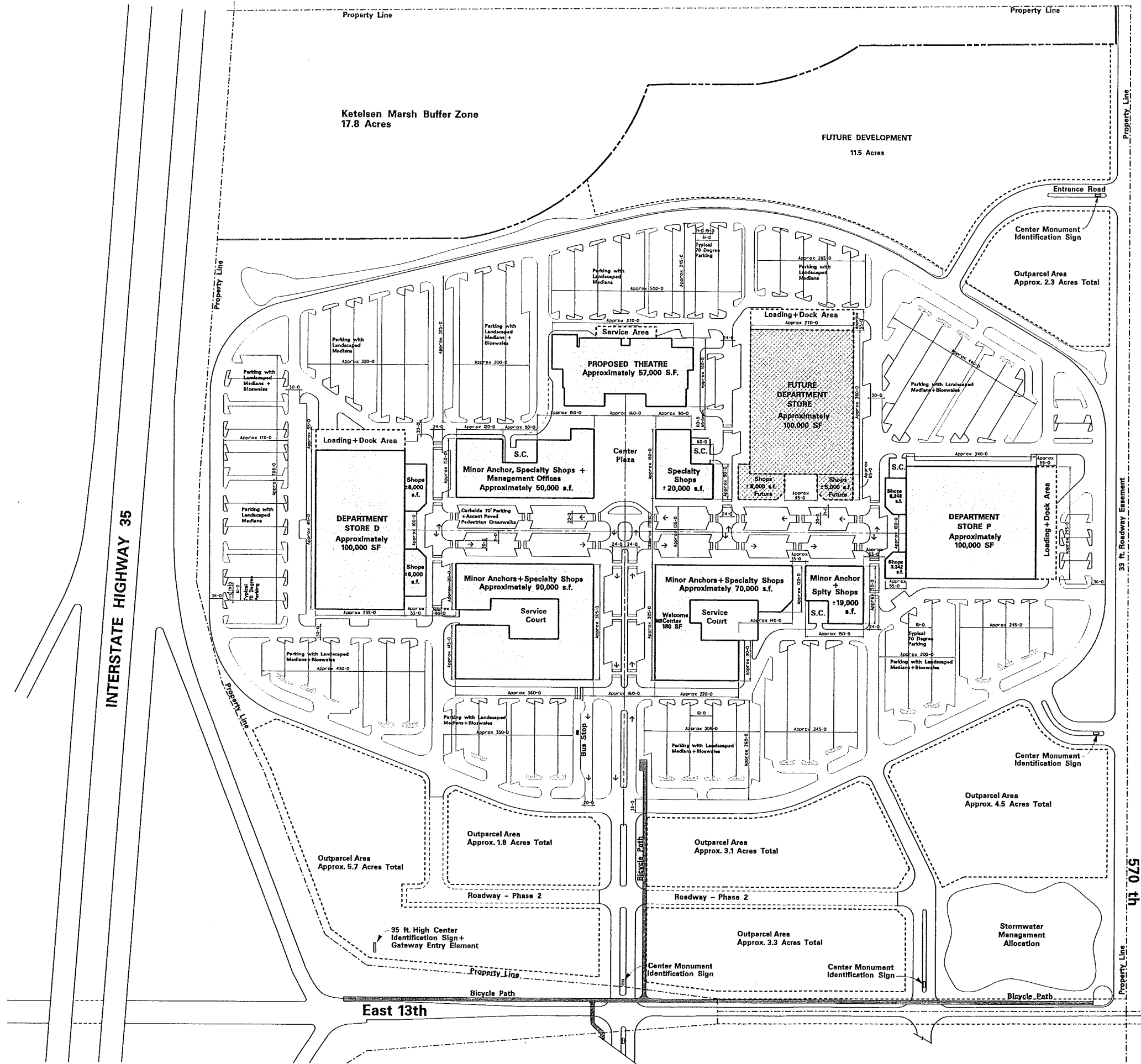
**South Site Master Plan**



**EAST BARILLA SITE**  
 55.18 Acres  
 Future Industrial Development



WOLFORD  
 DEVELOPMENT, INC.

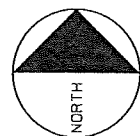
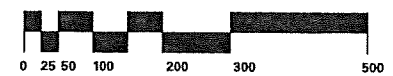


**LIFESTYLE CENTER DATA**

DEPT. STORE D	+ 100,000 SF
DEPT. STORE P	+ 100,000 SF
FUTURE DEPT. STORE	+ 100,000 SF
<b>MAJOR ANCHOR TOTAL</b> (Minimum Required 160,000 SF)	+ 300,000 SF
<b>MNR ANCHORS+SPLYT SHOPS</b> + CENTER MNGMENT OFFICES	+ 262,000 SF
<b>THEATER</b>	+ 57,000 SF
<b>CENTER GROSS BUILDING AREA</b> (Gross Sq. Ft. of Floor Area)	+ 619,000 SF
<b>PARKING DATA</b> (Min. Requirements: Sec.29.406 - Off-Street Parking)	
Theater - ±2660 Seats @1 space per 5 Seats	= 532 Spaces
Dept. Stores @ 4.0 /1000 S.F.	= 1200 Spaces
Minor Anchors+Specialty Shops @ 4.0 /1000 S.F.	= 1048 Spaces
<b>TOTAL REQUIRED</b>	<b>= 2780 Spaces</b>
<b>SPACES PROVIDED</b>	<b>= ±3400 Spaces</b>

<b>PARKING DATA</b> (Requirements per Industry Standards)	
Theater - ±2660 Seats @1 space per 3.5 Seats	= 760 Spaces
Dept. Stores @ 4.5 /1000 S.F.	= 1350 Spaces
Minor Anchors+Specialty Shops @ 4.5 /1000 S.F.	= 1179 Spaces
<b>TOTAL REQUIRED</b>	<b>= 3289 Spaces</b>
<b>SPACES PROVIDED</b>	<b>= ±3400 Spaces</b>

**North Site Master Plan**



**WOLFORD**  
DEVELOPMENT, INC.

Job No. 06044 + 06048

Job Code

Store No.

Date September 2006

Revisions

No. Date

01 August 10th 2006

02 August 25th 2006

03 September 12 2006

04 October 20 2006

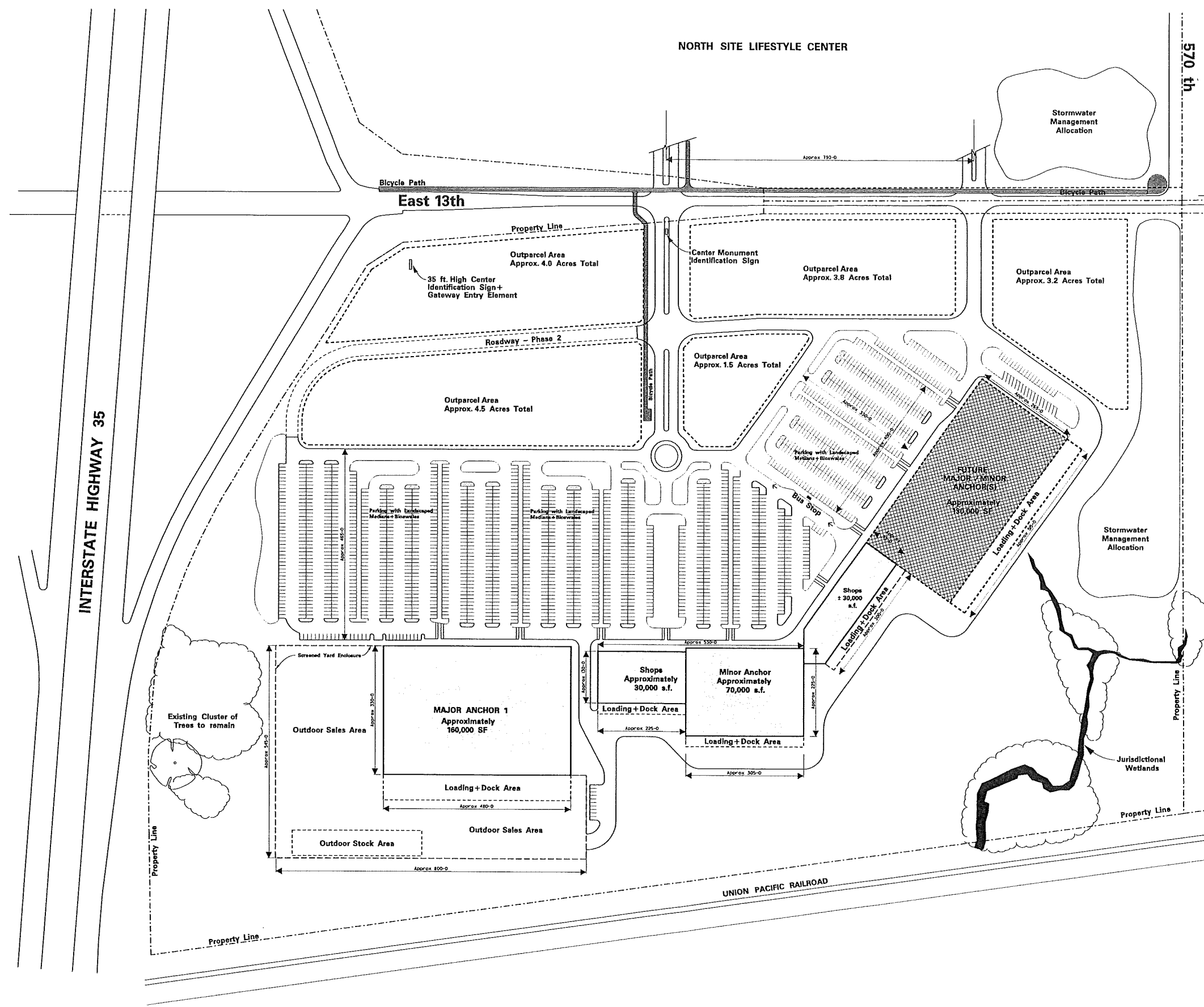
Sheet

Site Plan

North Site

Drawn by

Checked by



NORTH SITE LIFESTYLE CENTER

570<sup>th</sup>

INTERSTATE HIGHWAY 35

East 13th

POWER CENTER DATA

MAJOR ANCHOR 1	± 160,000 SF
MAJOR ANCHOR TOTAL	± 160,000 SF
(Minimum Required 80,000 SF)	
FUTURE MAJOR /MINOR ANCHOR(S)	± 130,000 SF
MINOR ANCHOR 1	± 70,000 SF
SPECIALTY SHOPS	± 60,000 SF
CENTER GROSS BUILDING AREA	± 420,000 SF
(Gross Sq.Ft. of Floor Area)	

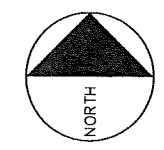
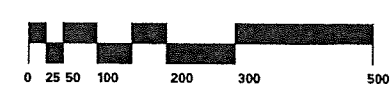
PARKING DATA  
(Min. Requirements: Sec.29.406 - Off-Street Parking)

Major Anchor 1 @ 4.0 /1000 S.F.	= 640 Spaces
MjrMnr Anchors @ 4.0 /1000 S.F.	= 800 Spaces
Specialty Shops @ 4.0 /1000 S.F.	= 240 Spaces
TOTAL REQUIRED	= 1680 Spaces
SPACES PROVIDED	= ± 1930 Spaces

PARKING DATA  
(Min. Requirements: per Industry Standards)

Major Anchor 1 @ 4.5 /1000 S.F.	= 720 Spaces
MjrMnr Anchors @ 4.5 /1000 S.F.	= 900 Spaces
Specialty Shops @ 4.5 /1000 S.F.	= 270 Spaces
TOTAL REQUIRED	= 1890 Spaces
SPACES PROVIDED	= ± 1930 Spaces

South Site Master Plan



Architecture+

Clyde M. Webb, Architect  
Washington Plaza, Suite 400  
300 Washington Street  
Menomonee, Louisiana 71051

MASTER PLAN  
Regional Commercial Development  
Northeast Gateway Overlay District  
Ames, Iowa

Job No.	06048 + 06048
Job Code	
Store No.	
Date	September 2008
Revisions	
No.	Date
01	August 19th 2008
02	August 25th 2008
03	September 12 2008
04	October 30 2008

Sheet  
Site Plan  
South Site  
Drawn by  
Checked by

# ALTA/ACSM LAND TITLE SURVEY

DATE OF SURVEY: 11-28-01

**OWNERS:**

PARCEL 1 - CEDR RUETER, TODD RUETER AND KIM RUETER CO  
 PARCEL 2 - CHRISTINE A. HUNZIKER AND GARY J. HUNZIKER, AS TRUSTEE OF THE PATRICK T. PAYER IRREVOCABLE TRUST

**PROPERTY DESCRIPTION:**

PARCEL 1  
 THE WEST ONE-HALF (1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., STORY COUNTY, IOWA

AND

PARCEL 2  
 THE EAST ONE-HALF (1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., STORY COUNTY, IOWA

**EXISTING ZONING:**

PARCEL 1: I-1 LIGHT INDUSTRIAL  
 - MINIMUM BULK REQUIREMENTS:  
 LOT AREA - NO MINIMUM  
 FRONT SETBACK - 50'  
 SIDE SETBACK - 10' MINIMUM, EXCEPT WHEN ADJOINING RESIDENTIAL THEN 15'  
 SIDE SETBACK CORNER LOT - 40'  
 FLAG YARD SETBACK - 20'  
 REAR SETBACK - 40'  
 LOT WIDTH - NO MINIMUM  
 MAX. HEIGHT - 45' OR 3 1/2 STORIES

PARCEL 2 & 3: A-1 AGRICULTURAL DISTRICT  
 - MINIMUM BULK REQUIREMENTS VARY WITH TYPE OF PERMITTED USE

**SURVEY NOTES:**

- THE TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, NUMBER 1000018, WITH AN EFFECTIVE DATE OF DECEMBER 10, 2001 WAS USED FOR THIS SURVEY.

- ALL MONUMENTS WILL BE SET WITHIN 30 DAYS FROM THE DATE SHOWN ON THE SURVEYOR'S CERTIFICATE.

- A PORTION OF PARCEL 2 IS DESIGNATED ZONE "A", AREAS OF 100-YEAR FLOOD, ON FLOOD INSURANCE RATE MAP #190907-0060B AND #0070B, DATED JUNE 1, 1983 AND IS SHOWN ON THIS SURVEY. THE REMAINDER OF PARCEL 2 AND ALL OF PARCEL 1 ARE DESIGNATED ZONE "C", AREAS OF MINIMAL FLOODING.

- ALL EXISTING FIELD TILE LINES ENCOUNTERED DURING CONSTRUCTION SHALL BE CONNECTED TO A STORM SEWER SYSTEM OR RECONNECTED TO THE EXISTING FIELD TILE SYSTEM.

**BENCHMARKS:** CITY OF AMES DATUM

BM "A" TOP OF SE BASE BOLT ON LIGHT POLE NE CORNER OF 13TH ST AND I-35, ELEVATION - 147.14.

BM "B" RR SPIKE IN POWER POLE #5 ON NORTH SIDE OF 13TH STREET, 4TH POLE WEST OF 570TH AVE. ELEVATION - 153.65

**UTILITY WARNING:**

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALL VISIBLE UTILITIES AND ANY UTILITIES SHOWN ON MAPS PROVIDED TO THE SURVEYOR ARE SHOWN ON THIS SURVEY.

**SCHEDULE B - EXCEPTIONS**

- 14 - PROPERTY IS SUBJECT TO PUBLIC ROADWAYS ACQUIRED FOR INTERSTATE 35, 220TH ST AND ROADWAY EASEMENT FOR 570TH AVE AS SHOWN ON SURVEY.
- 15 - THE EXACT LOCATION OF THE EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH, RECORDED IN BOOK 65, PAGE 544 AND ASSIGNED TO NORTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN BOOK 200, PAGE 220 CANNOT BE SHOWN ON THIS SURVEY. THE 16.5' WIDE EASEMENT IS LOCATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SEC. 31-84-23 AND ITS WEST LINE IS 5 FEET WEST OF THE FIRST CABLE LAID. THE EASEMENT ALSO ALLOWS CLEARING OF OBSTRUCTIONS WITHIN 7 FEET OF THE EASEMENT AND ACCESS TO SAID EASEMENT RECORDS PROVIDED BY AT&T. SHOW THE EASEMENT CROSSING THE NORTHWEST CORNER OF THE SUBJECT PROPERTY AS SHOWN ON THIS SURVEY. THE LOCAL AT&T REPRESENTATIVE WHO IS RESPONSIBLE FOR FIELD LOCATING THEIR CABLE LINES STATED THAT THE SUBJECT PROPERTY IS CLEAR OF THEIR LINES. HIS OPINION WAS THAT THE UNDERGROUND TELEPHONE CABLE WARNING SIGN LOCATED APPROXIMATELY 250' NORTH OF THE NORTHWEST CORNER OF THE SUBJECT PROPERTY MARKS THE CABLE LINE IN QUESTION.
- 16 - PROPERTY MAY OR MAY NOT BE SUBJECT TO A GUY WIRE AND ANCHOR EASEMENT, BOOK 86, PAGE 5, WHERE ANCHORS WERE TO BE "PLACED IN THE WEST LINE FENCE NORTH OF THE HIGHWAY" EASEMENT CAN NOT BE FIELD LOCATED.
- 17 - THE LEASE RECORDED IN BOOK 221, PAGE 136 DESCRIBES THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SEC. 31-84-23. PARCEL 2 IS PART OF THE DESCRIBED PROPERTY.
- 18 - PROPERTY IS SUBJECT TO A PIPELINE EASEMENT RECORDED AS INSTRUMENT NO. 00-05844. THE LOCATION OF THAT EASEMENT IS SHOWN

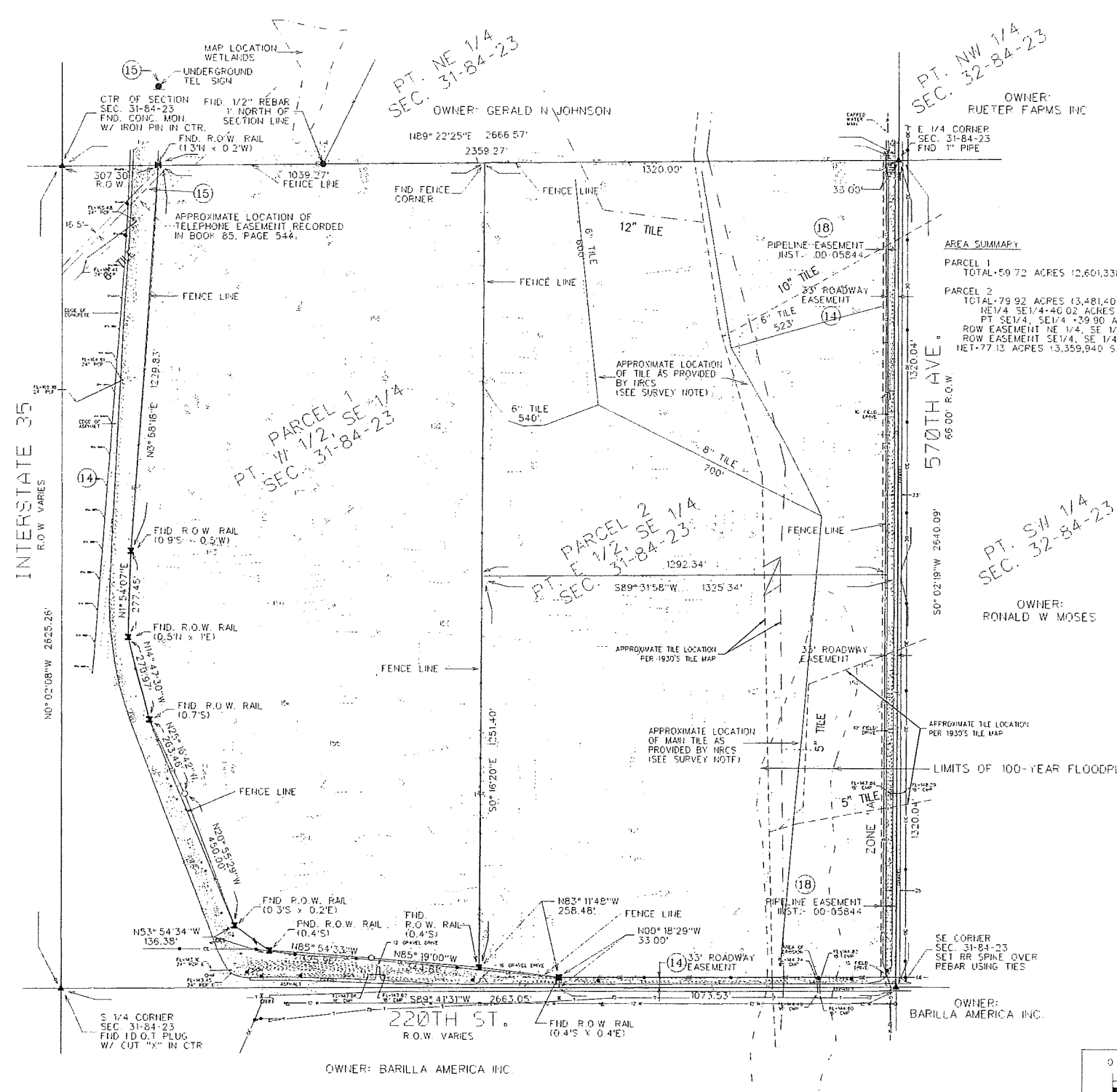
TO: WOLFORD DEVELOPMENT, INC. AND CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1999, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 10, 11 AND 13 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS".



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

Michael A. Brooker, L.S. Date  
 License Number 15980  
 My License Renewal Date is December 31, 2002  
 Pages or sheets covered by this seal:  
 SHEET 1 OF 1



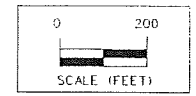
**AREA SUMMARY**

PARCEL 1  
 TOTAL 59.72 ACRES (2,601,338 S.F.)

PARCEL 2  
 TOTAL 79.92 ACRES (3,481,401 S.F.)  
 NE 1/4 SE 1/4 40.02 ACRES (1,743,462 S.F.)  
 PT. SE 1/4, SE 1/4 39.90 ACRES (1,737,939 S.F.)  
 ROW EASEMENT NE 1/4, SE 1/4 100 ACRES (4,356,000 S.F.)  
 ROW EASEMENT SE 1/4, SE 1/4 1.79 ACRES (77,901 S.F.)  
 NET 77.13 ACRES (3,359,940 S.F.)

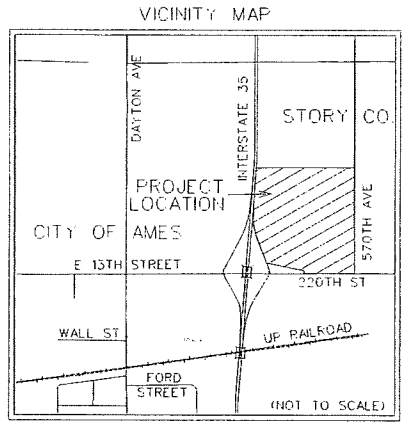
OWNER: RONALD W. MOSES

OWNER: BARILLA AMERICA INC.



**LEGEND**

Survey	Existing or Found	Proposed or Set
Section Corner	▲	△
0" Rebar, Cap #15980 Unless Otherwise	■	□
ROW Marker	●	○
ROW Rail	—	—
Control Point	⊙	⊗
Bench Mark	⊕	⊖
Platted Distance	P	R
Measured Bearing & Distance	B	D
Recorded As	A	C
Deed Distance	D	
Calculated Distance		
Centerline		
Section Line		
1/2 Section Line		
1/4 Section Line		
Easement Line		



Features	Existing
Spot Elevation	93.0
Contour Elevation	93.0
Fence (Barbed, Field, Hog)	—
Fence (Chain Link)	—
Fence (Wood)	—
Tree Line	—
Tree Stump	—
Deciduous Shrub	—
Coniferous Shrub	—
Deciduous Tree	—
Coniferous Tree	—
Soil Boring	T
Underground Telephone	OT
Overhead Telephone	OT
Fiber Optic Telephone	F
Underground Electric	UE
Overhead Electric	OE
Underground Television	TV
Overhead Television	OTV
Gas Main with Size	— 4" G —
High Pressure Gas Main with Size	— 4" HPG —
Low Pressure Gas Main with Size	— 4" LPG —
Water Main with Size	— 8" W —
Sanitary Sewer with Size	— 8" S —
Storm Sewer with Size	— 8" SS —
Manhole	—
Single Storm Sewer Intake	—
Double Storm Sewer Intake	—
Tie Hydrant	—
Water Main Valve	—
Water Service Valve	—
Utility Pole	—
Utility Pole with Light	—
Street Light	—
Electric Transformer	—
Traffic Sign	—
Telephone Junction Box	—
Telephone Manhole	—
Gas Valve	—
Gas Manhole	—
Cable TV Junction Box	—
Cable TV Manhole	—
Fence Post or Guard Post	—
Underground Storage Tank	—
Above Ground Storage Tank	—
Filler Pipe	—
Sign	—
Satellite Dish	—

ADD. TITLE LINES AND NOTES	DATE BY	REVISION	CHECKED BY	DATE	SCALE	FIELD BK.	SHEET
					1" = 200'		06

WOLFORD DEVELOPMENT, INC.  
 ALTA/ACSM LAND TITLE SURVEY - STORY COUNTY, IOWA  
 SNYDER & ASSOCIATED

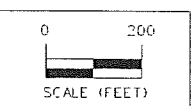
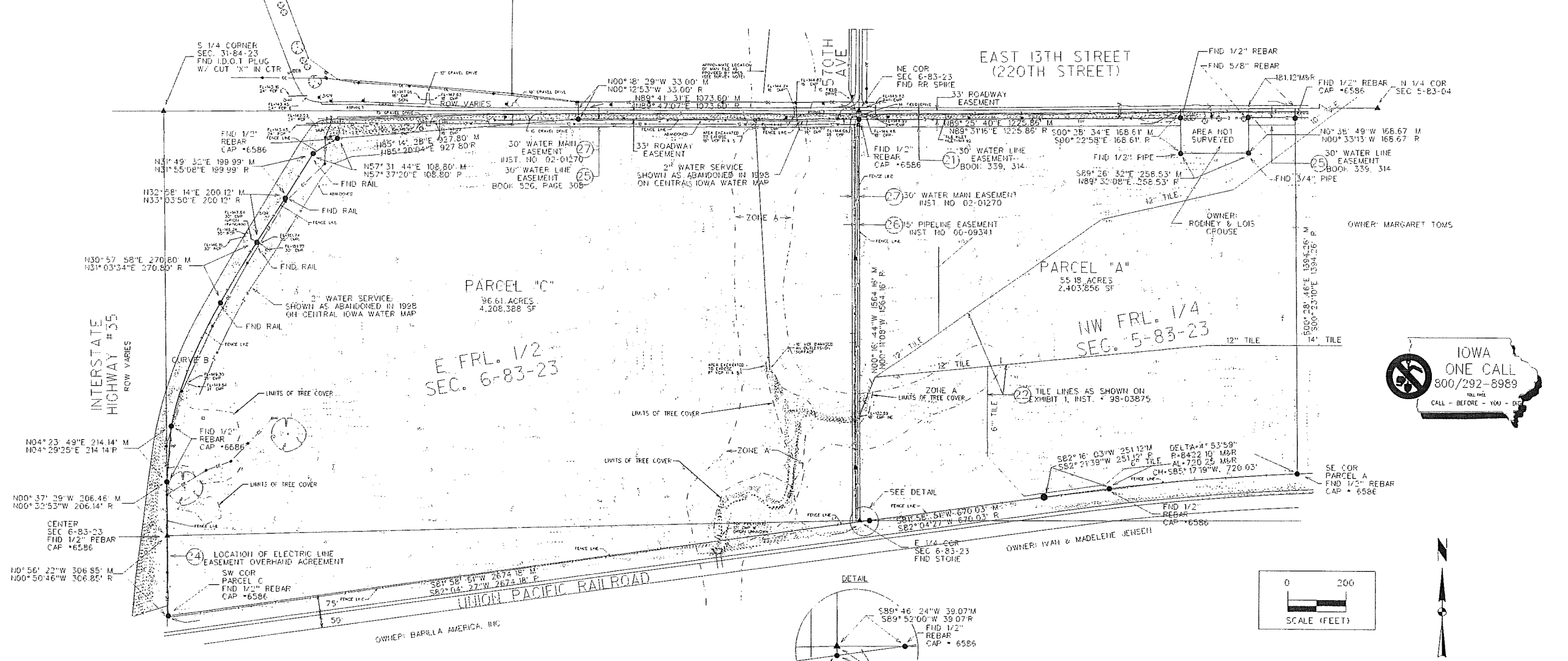
CEDAR RAPIDS, IOWA 52410  
 5085 BOKELING ST. S.W.  
 319-361-9134

ATLANTIC, IOWA 50824  
 1800 WEST 22ND ST.  
 712-243-6868

IOWA 50821  
 903 1/2 CHELSEA ROAD  
 319-687-2628

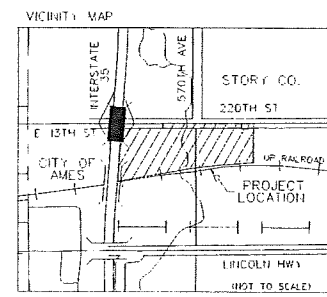


# ALTA/ACSM LAND TITLE SURVEY



**Topographic Legend**

- Spot Elevation
- Contour Elevation
- Fence (Barbed, Field, Hog)
- Fence (Chain Link)
- Fence (Wood)
- Tree Line
- Deciduous Shrub
- Coniferous Shrub
- Deciduous Tree
- Coniferous Tree
- Underground Telephone
- Overhead Telephone
- Fiber Optic Telephone
- Underground Electric
- Overhead Electric
- Underground Television
- Overhead Television
- Gas Main with Size
- High Pressure Gas Main
- Low Pressure Gas Main
- Water Main with Size
- Sanitary Sewer with Size
- Storm Sewer with Size
- Manhole
- Single Storm Sewer Intake
- Double Storm Sewer Intake
- Fire Hydrant
- Water Main Valve
- Water Service Valve
- Utility Pole
- Utility Pole with Light
- Street Light
- Electric Transformer
- Traffic Sign
- Telephone Junction Box
- Telephone Manhole
- Gas Valve
- Gas Manhole
- Cable TV Junction Box
- Cable TV Manhole
- Fence Post or Guard Post
- Filler Pipe
- Sign

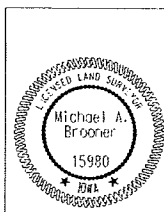


**Survey Legend**

Found	Set
Section Corner	▲
1/2" Rebar, Yellow Cap #15980	●
Unless Otherwise Noted	○
ROW Rail	≡
Platted Distance	P
Measured Bearing & Distance	M
Recorded As	R
Deed Distance	D
Calculated Distance	C
Centerline	—
Section Line	—
Easement Line	—

**DATE OF SURVEY:** 3-15-04  
**OWNER:** BARILLA AMERICA, INC., AN ILLINOIS CORPORATION  
**PROPERTY DESCRIPTION:**  
 (WARRANTY DEED INSTRUMENT NUMBER 97-10581)  
 PARCEL "C" IN THE EAST FRACTIONAL HALF (E. FRL. 1/2) OF SECTION SIX (6), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA ON THE 23RD DAY OF JULY, 1997, AND RECORDED IN BOOK 15 AT PAGE 15.  
 AND  
 (WARRANTY DEED, INSTRUMENT NUMBER 98-02480)  
 PARCEL "A" IN THE NORTHWEST FRACTIONAL QUARTER (NW FRL. 1/4) OF SECTION FIVE (5), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY (AMENDED)" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON THE 12TH DAY OF DECEMBER, 1997, AND RECORDED IN BOOK 15, PAGES 90-91.  
**AREA SUMMARY:**  
 PARCEL A: TOTAL 55.18 ACRES (2,403,856 S.F.)  
 ROADWAY EASEMENT 1.07 ACRES (46,433 S.F.)  
 NET 54.11 ACRES (2,357,423 S.F.)  
 PARCEL C: TOTAL 96.61 ACRES (4,208,388 S.F.)  
 ROADWAY EASEMENT 0.14 ACRES (5,975 S.F.)  
 NET 96.47 ACRES (4,202,413 S.F.)  
**EXISTING ZONING:**  
 PARCEL A: CITY OF AMES - PLANNED INDUSTRIAL ZONE  
 PARCEL C: STORY COUNTY - AGRICULTURAL  
**SURVEY NOTES:**  
 1. BENCHMARKS (CITY OF AMES DATUM)  
 BM "A" TOP OF SE BASE BOLT ON LIGHT POLE AT NE CORNER OF 13TH ST AND I-35 ELEVATION = 147.14  
 BM "B" RR SPIKE IN POWER POLE #5 ON NORTH SIDE OF 13TH ST., 4TH POLE WEST OF 570TH AVE. ELEVATION = 153.65  
 2. UTILITIES SHOWN ARE FROM FIELD SURVEY, UTILITY MAPS AND OTHER SUPPLIED INFORMATION OTHER UNDERGROUND UTILITIES MAY EXIST AND NOT BE SHOWN. NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO THE LOCATION OF ANY UTILITIES WHICH ARE NOT VISIBLE FROM THE SURFACE.  
 3. THE TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, NUMBER 10010118 WITH AN EFFECTIVE DATE OF DECEMBER 3, 2002 WAS USED TO COMPLETE THIS SURVEY.  
 4. A SEARCH OF RECORDS FOR EASEMENTS OR OTHER ENCUMBRANCES BY THE SURVEYOR IS NOT TO BE IMPLIED BY THIS SURVEY.  
 5. SURVEY RECORDED IN BOOK 15, PAGE 90 SHOWS AN AREA OF 104.4 S.F. LYING NORTH OF THE RAILROAD AND SOUTH OF PARCEL A. AREA IS ILLUSTRATED ON DETAIL THIS SHEET.

**SCHEDULE "E" EXCEPTIONS:**  
 ITEM 21 WATER LINE EASEMENT RECORDED IN BOOK 526, PAGE 308 IS SHOWN ALONG THE NORTH LINE OF PARCEL A.  
 ITEM 22 PROPERTY SUBJECT TO DRAINAGE AGREEMENT AND EASEMENT RECORDED AS INSTRUMENT NO 98-03875 AND TILE LINES AS ILLUSTRATED ON EXHIBIT "T" OF SAID AGREEMENT ARE SHOWN ON THIS SURVEY.  
 ITEM 23 THE DOCUMENT RECORDED IN BOOK 82, PAGE 78 IS NOT THE WARRANT DEED REFERENCED IN THE TITLE COMMITMENT IT APPEARS THE BOOK AND PAGE ARE INCORRECT.  
 ITEM 24 PARCEL C IS SUBJECT TO AN ELECTRIC LINE EASEMENT OVERHEAD AGREEMENT RECORDED IN BOOK 85, PAGE 637. EASEMENT IS LOCATE ALONG THE WEST LINE OF SAID PARCEL C WHERE THE TRANSMISSION LINE OVERHANGS THE SUBJECT PROPERTY.  
 ITEM 25 WATER LINE EASEMENT RECORDED IN BOOK 526, PAGE 308 IS SHOWN ALONG THE NORTH LINE OF PARCEL C.  
 ITEM 26 THE EAST 15 FEET OF PARCEL C SUBJECT TO PIPELINE EASEMENT RECORDED AS INSTRUMENT NO. 00-09341, AS SHOWN ON SURVEY.  
 ITEM 27 THE EAST 30 FEET OF PARCEL C IS SUBJECT TO A WATER MAIN EASEMENT RECORDED AS INSTRUMENT NO. 02-01270.  
**FLOOD ZONE DESIGNATION:**  
 A PORTION OF THE PROPERTY IS LOCATED WITHIN ZONE "A". AREAS OF 100-YEAR FLOOD, AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NUMBER 190907-007B WITH AN EFFECTIVE DATE OF JUNE 1, 1983.  
 TO: WOLFORD DEVELOPMENT, INC. AND CHICAGO TITLE INSURANCE COMPANY  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1999, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 10, 11 AND 15 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/ACSM LAND TITLE SURVEYS".



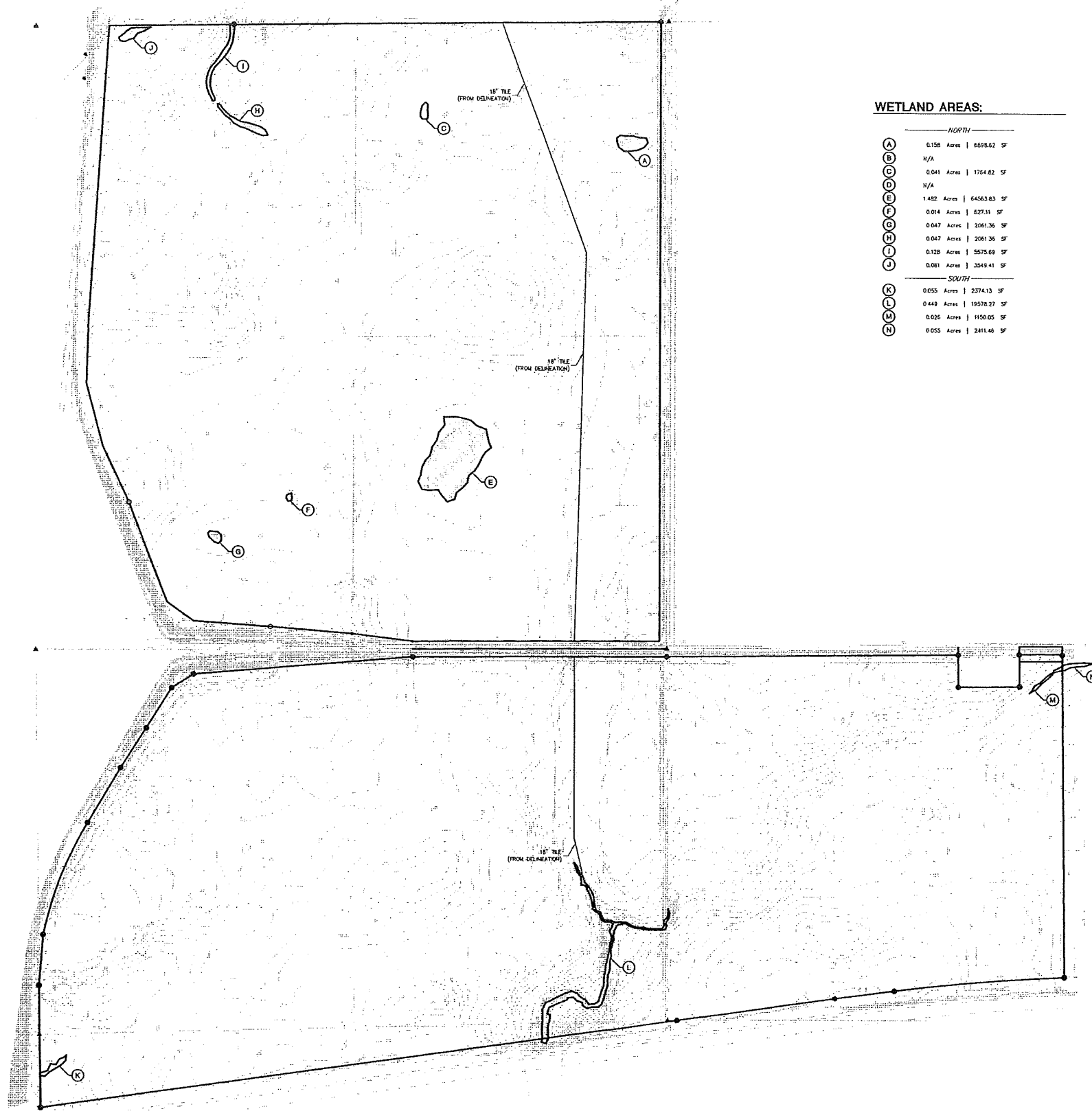
I hereby certify that this land surveying document was prepared and the related surveying work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.  
 Michael A. Brooner, L.S. Date  
 License Number 15980  
 My License Renewal Date is December 31, 2011  
 Pages or sheets covered by this seal:

WOLFORD DEVELOPMENT, INC.  
 ALTA / ACSM LAND TITLE SURVEY  
 SNYDER & ASSOCIATES  
 561 S.W. ORALABOR ROAD  
 ANKENY, IOWA 50021  
 515-964-2020

104.0257 D-2460  
 SHEET 1 OF

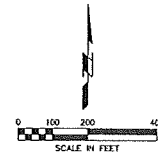


Project: 404198-0 - Wetland Delineation for WOLFORD DEVELOPMENT, AMES, IOWA  
 Date: 11/02/04  
 Scale: 1" = 100'  
 Drawing No: 404198-0-01



**WETLAND AREAS:**

NORTH	
A	0.158 Acres   6898.62 SF
B	N/A
C	0.041 Acres   1764.82 SF
D	N/A
E	1.482 Acres   64563.83 SF
F	0.014 Acres   627.31 SF
G	0.047 Acres   2061.36 SF
H	0.047 Acres   2061.36 SF
I	0.128 Acres   5575.69 SF
J	0.081 Acres   3549.41 SF
SOUTH	
K	0.055 Acres   2374.13 SF
L	0.449 Acres   19578.27 SF
M	0.026 Acres   1150.05 SF
N	0.055 Acres   2411.46 SF



**WOLFORD DEVELOPMENT**  
 WETLANDS LOCATIONS  
 AMES, IOWA

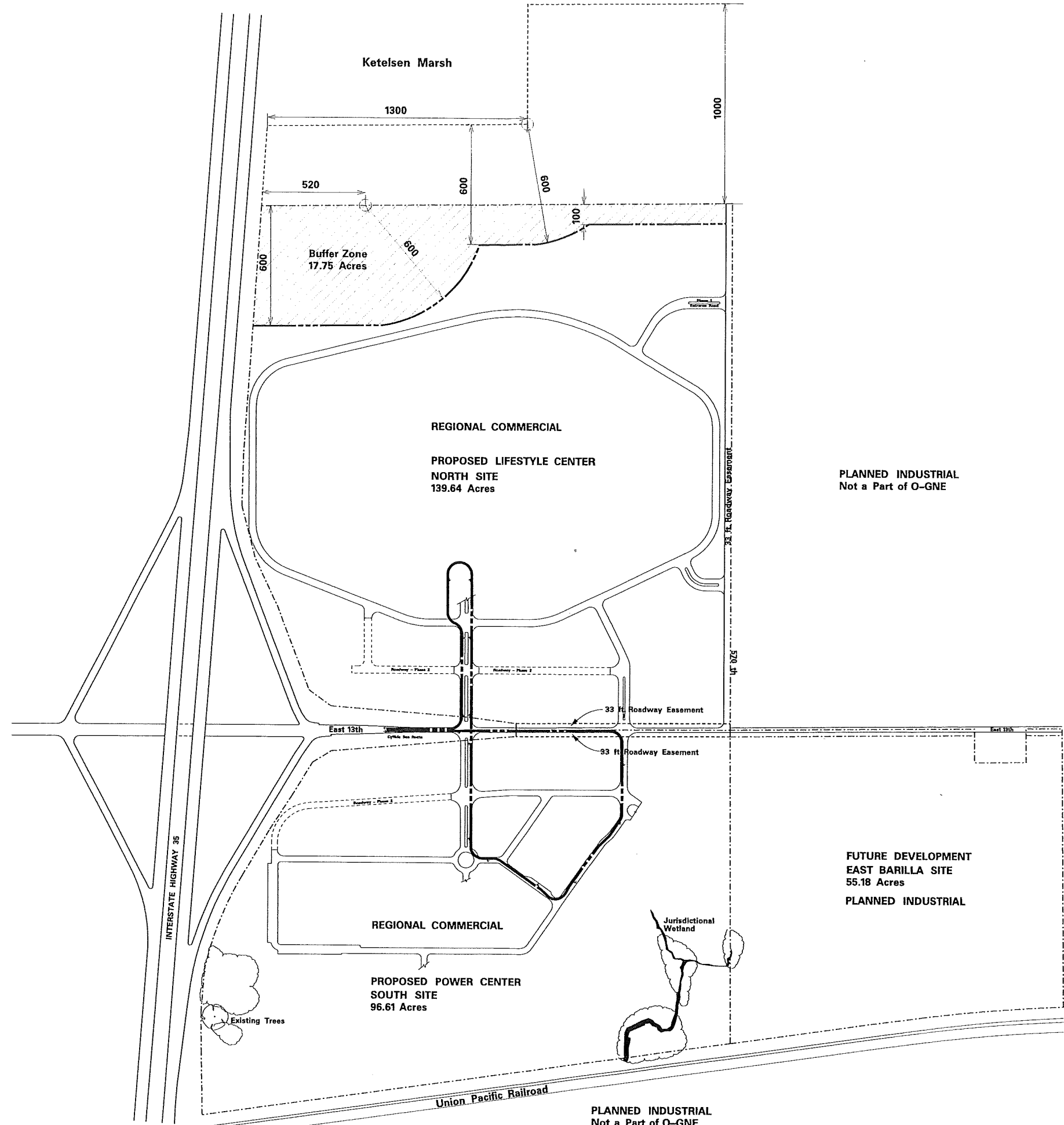
REVISIONS

NO.	DATE	DESCRIPTION

DRAWN: J.D.  
 APPROVED: R.H.S.  
 ISSUED FOR SUBMITTAL:  
 DATE: 11-02-04  
 FIELD BOOK:

SHEET NAME:  
**WETLANDS LOCATIONS**

PROJECT NO. 404198-0  
 SHEET NO.



FULL EXTENT of O-GNE  
Roads, Entries + Bus Route



Job No. 05048 + 05048  
 Job Code  
 Store No.  
 Date September 2008

Revisions	
No.	Date

Sheet  
 Northeast Gateway Overlay District  
 Drawn by  
 Checked by

Job No. 05044 + 05048

Job Code

Store No.

Date September 2006

Revisions

No. Date

Sheet

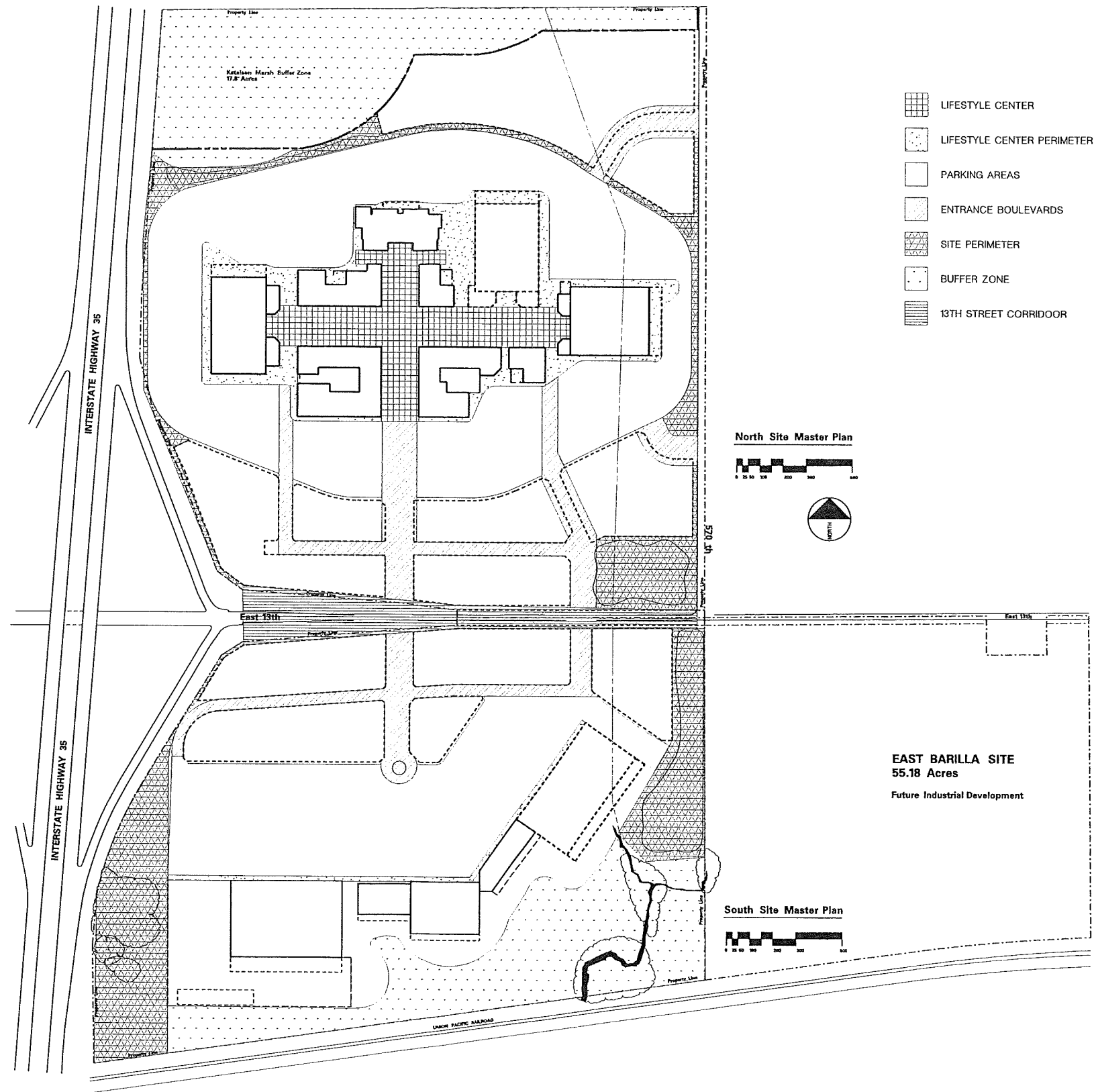
Overall








Landscaping

Framework

Drawn by

Checked by



-  LIFESTYLE CENTER
-  LIFESTYLE CENTER PERIMETER
-  PARKING AREAS
-  ENTRANCE BOULEVARDS
-  SITE PERIMETER
-  BUFFER ZONE
-  13TH STREET CORRIDOR

North Site Master Plan



South Site Master Plan

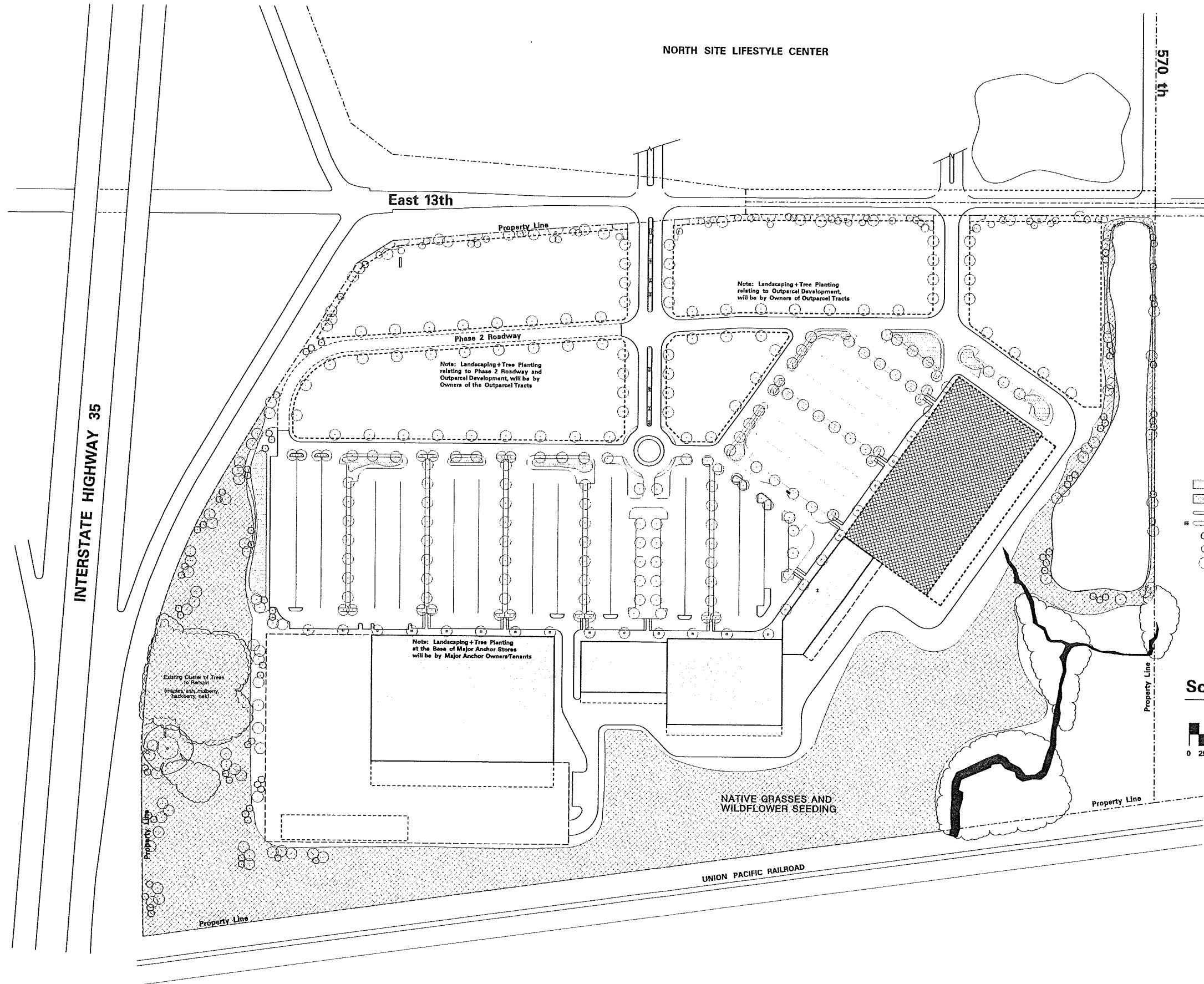


EAST BARILLA SITE  
 55.18 Acres  
 Future Industrial Development



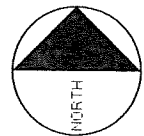
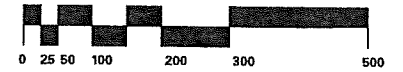
WOLFORD  
 DEVELOPMENT, INC.





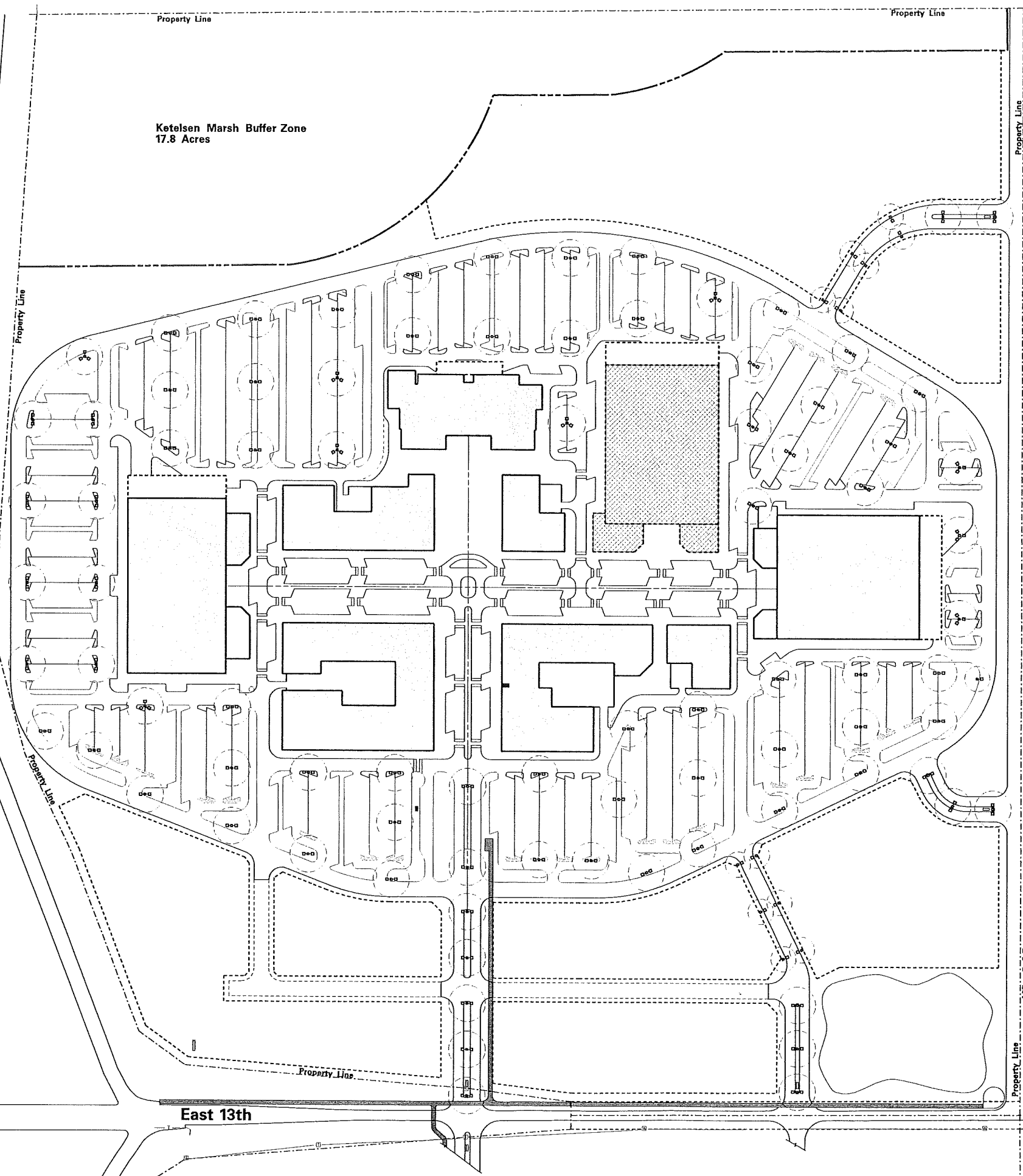
- ☐ BIOSWALE
- ⬤ NATIVE SEEDING
- PERENNIAL/ORNAMENTAL GRASS
- ▨ SHRUBS
- EVERGREEN TREE
- UNDER STORY TREE
- OVER STORY TREE

South Site Master Plan



Job No.	05048 + 05049
Job Code	
Store No.	
Date	September 2006
Revisions	
No.	
Date	
Sheet	Landscaping Site Plan South Site
Drawn by	
Checked by	

INTERSTATE HIGHWAY 35

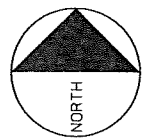
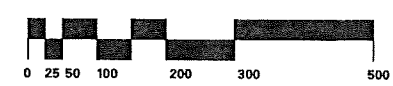


Ketelsen Marsh Buffer Zone  
17.8 Acres

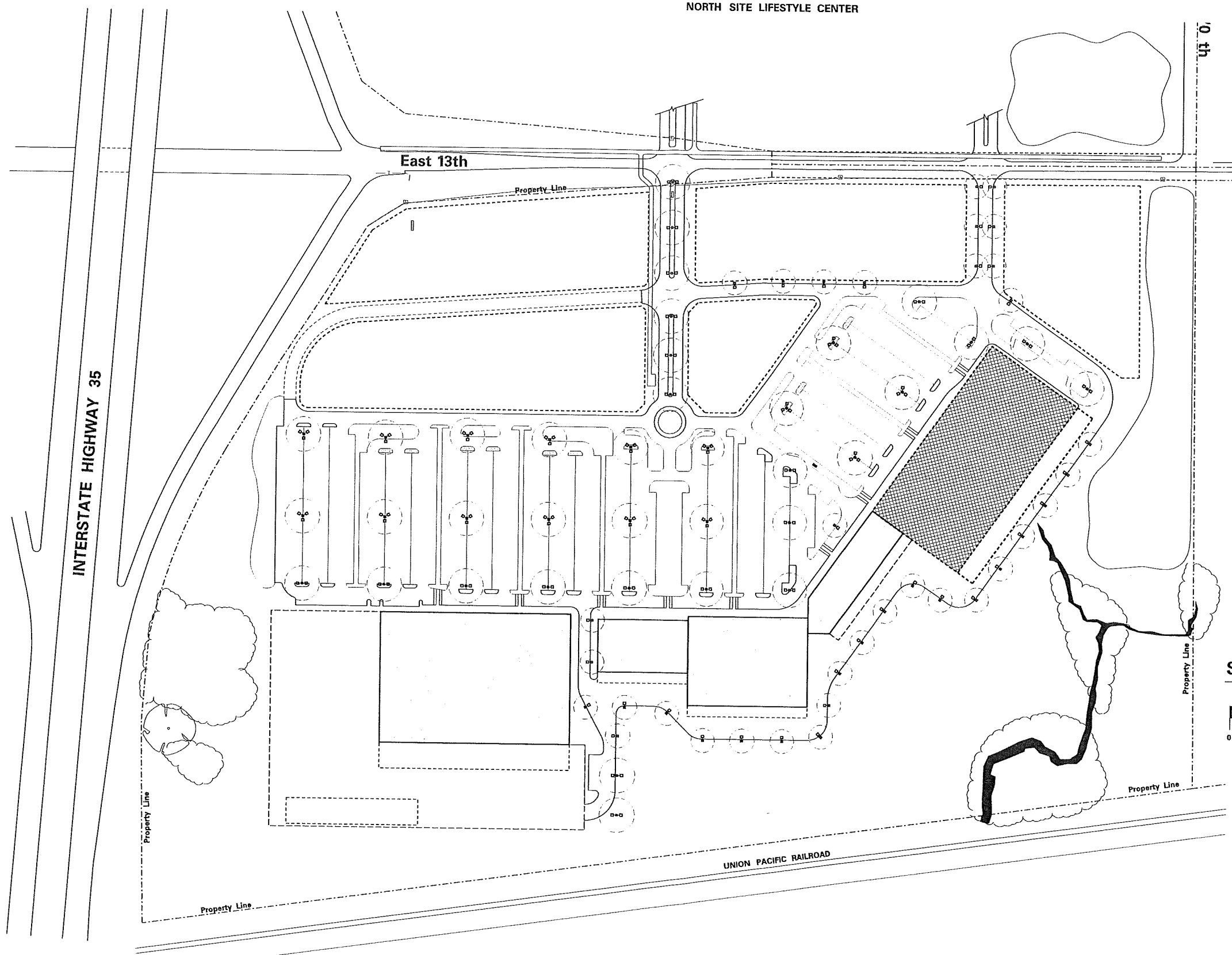
East 13th

570 th

North Site Master Plan



Job No.	05048 + 05048
Store No.	
Date	September 2006
Revisions	
No.	Date
Sheet	
Site Lighting	North Site
Drawn by	
Checked by	



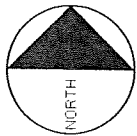
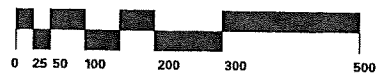
NORTH SITE LIFESTYLE CENTER

East 13th

INTERSTATE HIGHWAY 35

UNION PACIFIC RAILROAD

South Site Master Plan



Architecture+

Clyde M. Webb, Architect  
Washington Plaza, Suite 400  
Des Moines, Louisiana 71201

MASTER PLAN  
Regional Commercial Development  
Northeast Gateway Overlay District  
Ames, Iowa

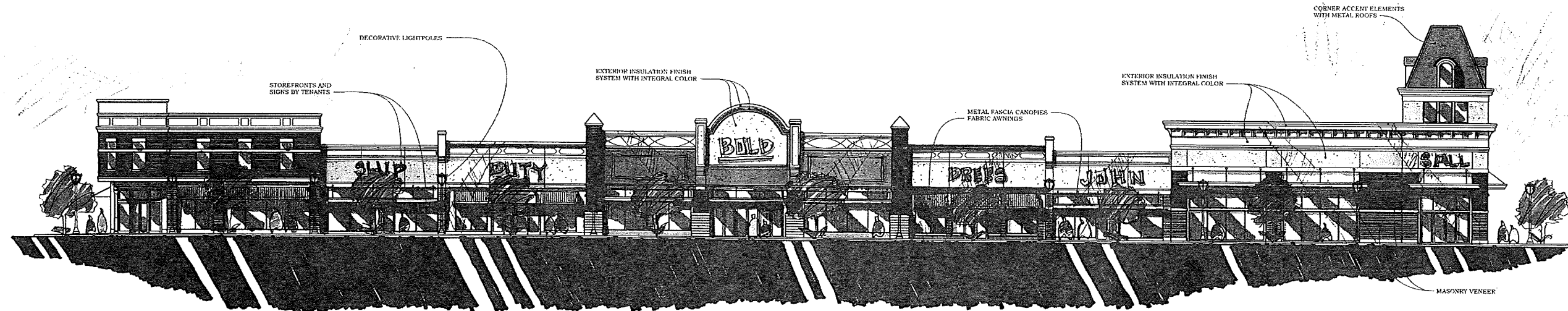
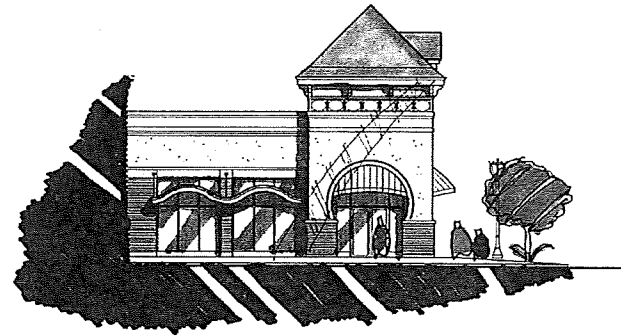
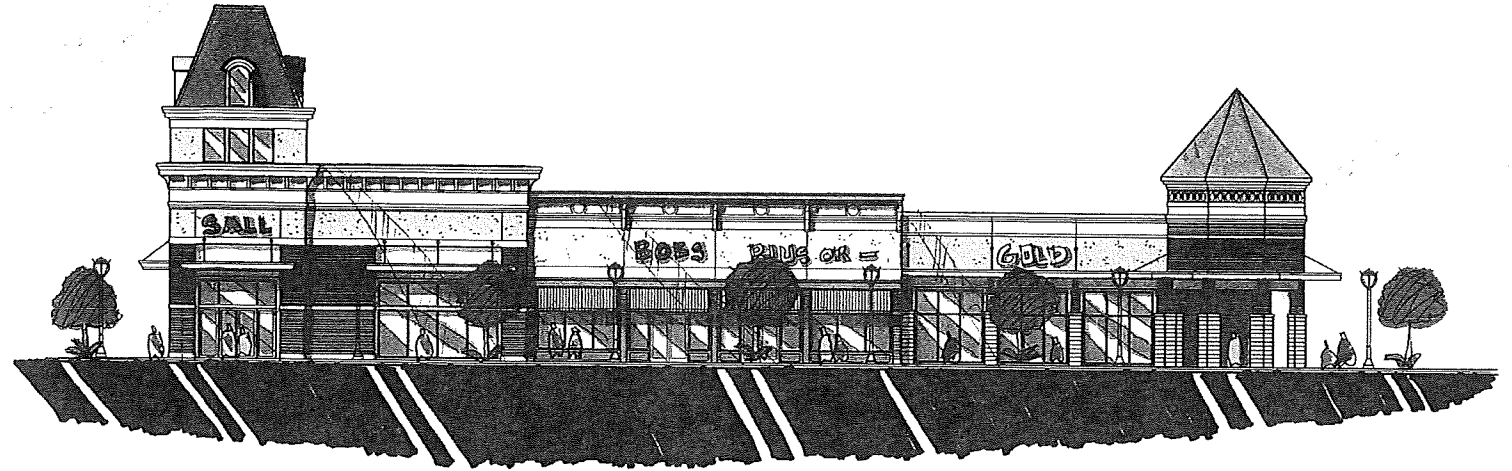
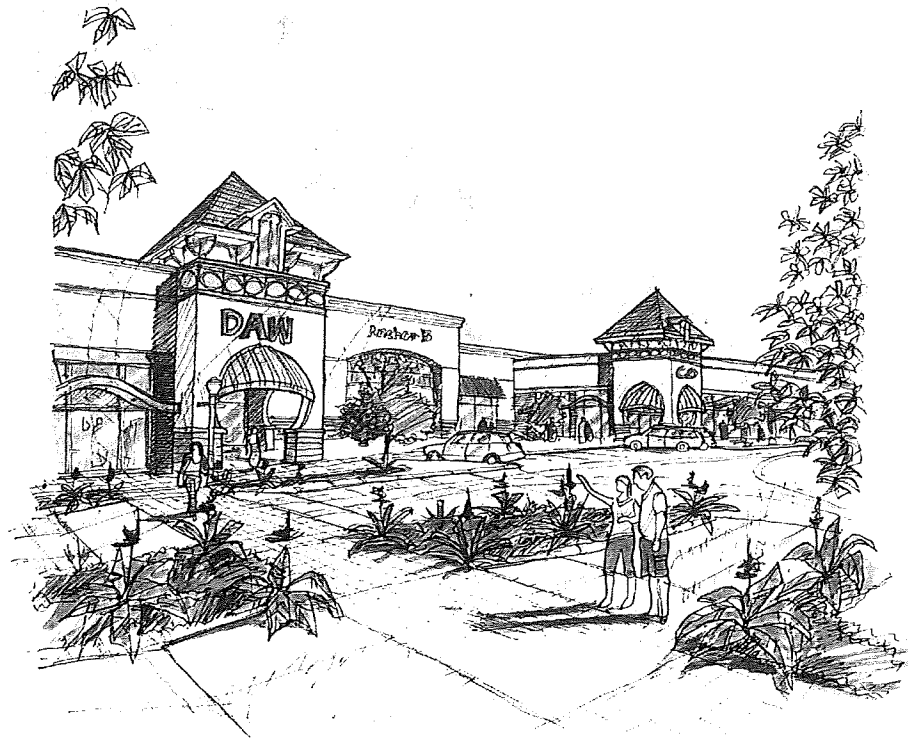
Job No. 05048 + 05049  
Job Code  
Store No.  
Date September 2008

Revisions	
No.	Date

Sheet  
Site Lighting  
For South Site

Drawn by  
Checked by





Clyde M. Webb, Architect  
 Washington Plaza, Suite 400  
 300 Washington Street  
 Memphis, Tennessee 38101

MASTER PLAN  
 Regional Commercial Development  
 Northeast Gateway Overlay District  
 Ames, Iowa



WOLFORD  
 ARCHITECTURE

PROJECT NO. 0504B + 05049

SCALE:

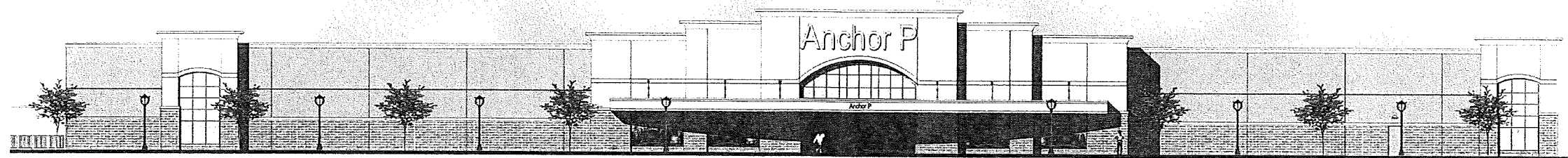
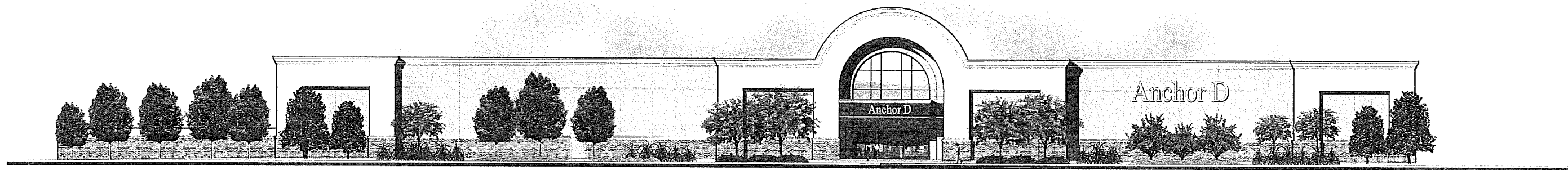
DATE: SEPTEMBER 23, 2006

SCALE:

Typical Specialty  
 Shop Elevations

DRAWING BY: JAMES MILLER





Architecture+

Clyde M. Webb, Architect  
 Washington Plaza - Suite 400  
 300 Washington Street  
 Monroe, Louisiana 71201

MASTER PLAN  
 Regional Commercial Development  
 Northeast Gateway Overlay District  
 Ames, Iowa



WOLFORD  
 ARCHITECTURE, INC.

JOB NO. 05048 + 05049

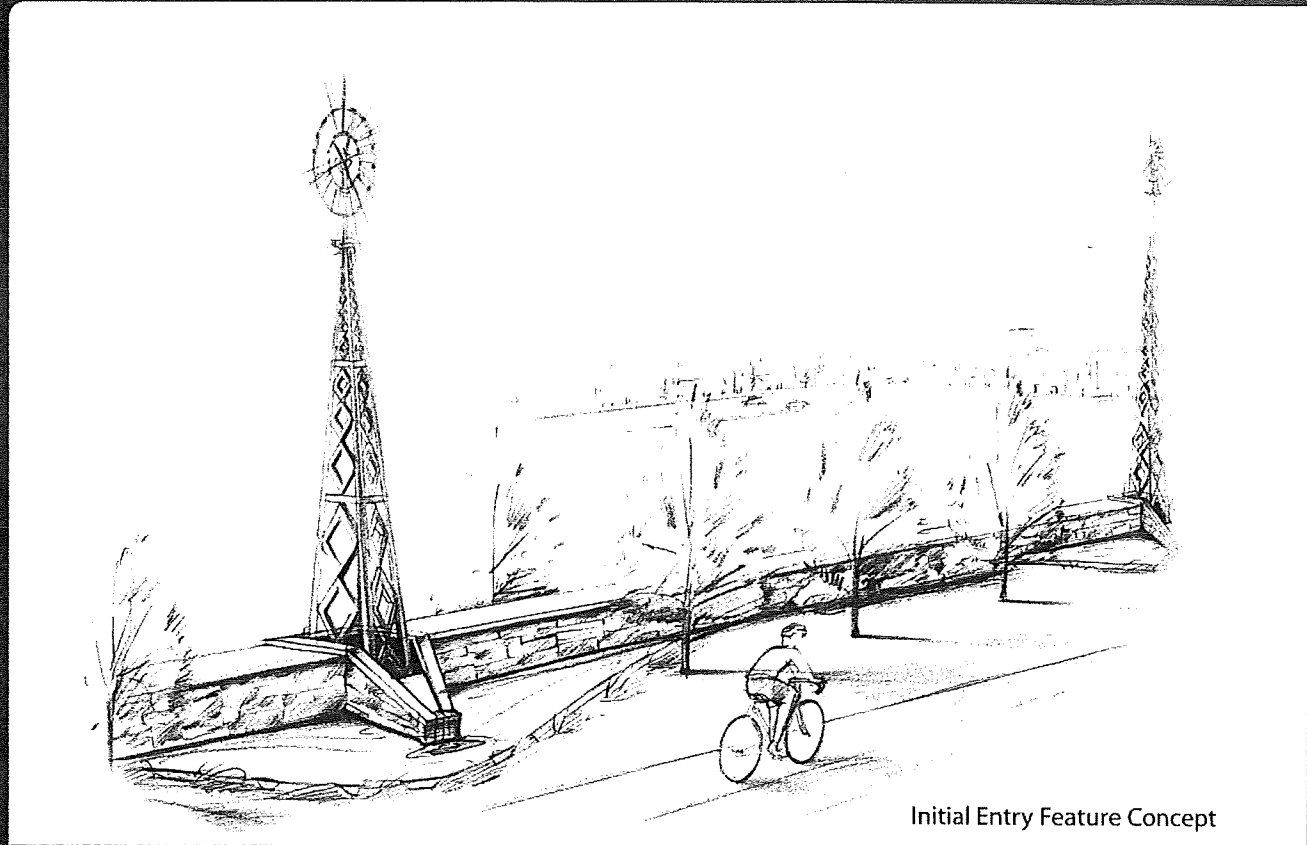
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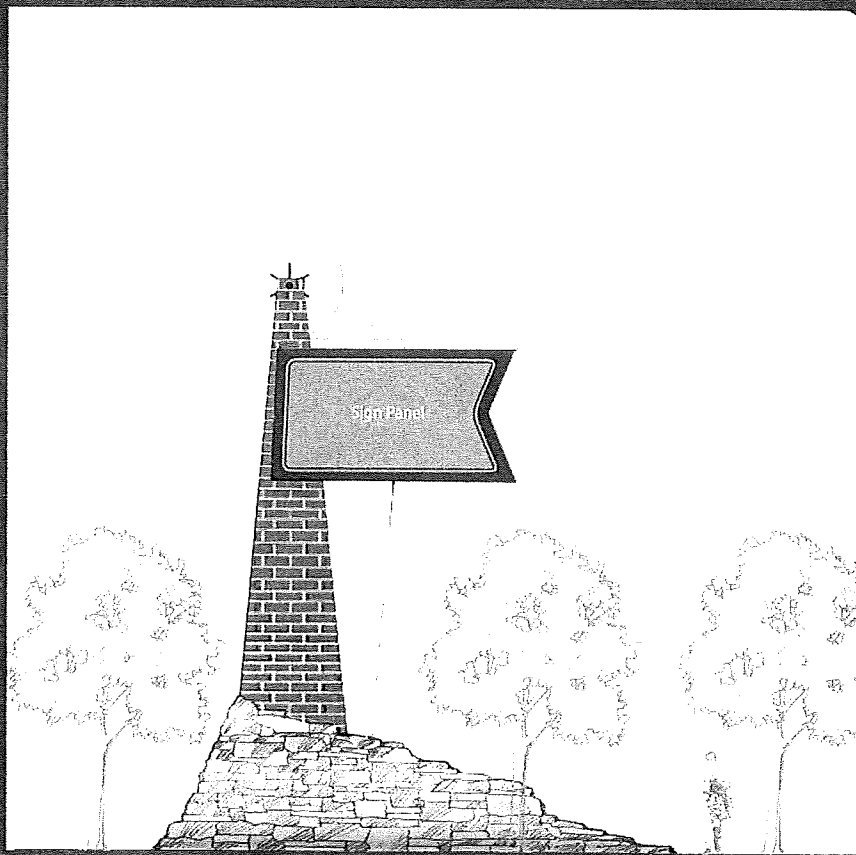
ISSUE:

Typical Anchor  
 Store Elevations

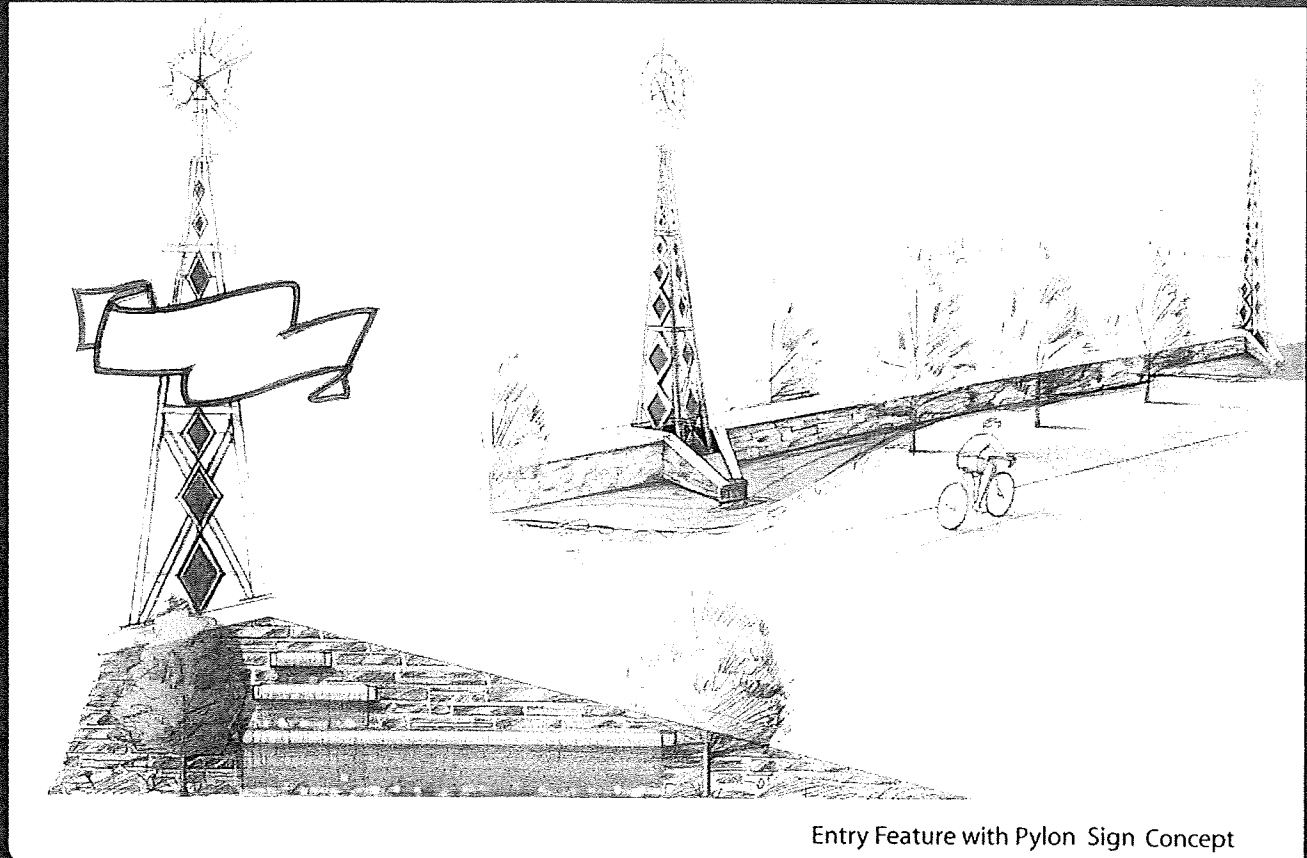
DRAWN BY: Justin Miller



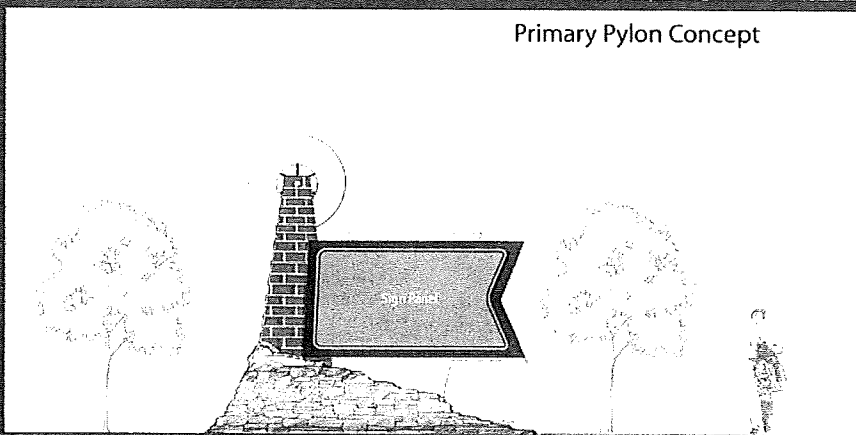
Initial Entry Feature Concept



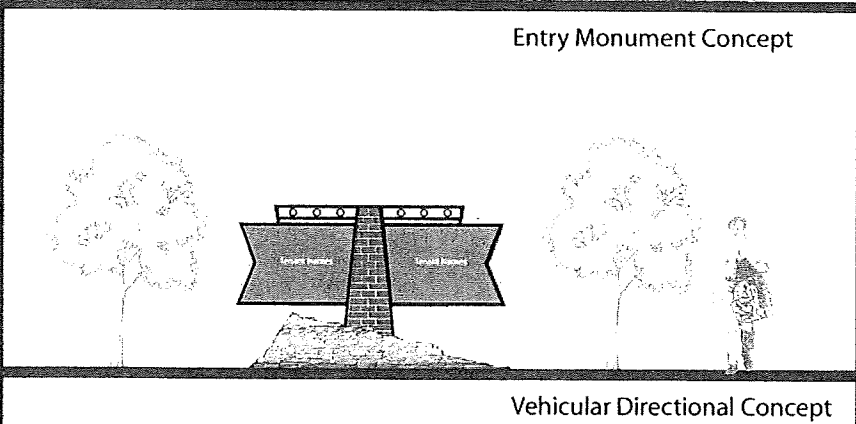
Primary Pylon Concept



Entry Feature with Pylon Sign Concept



Entry Monument Concept



Vehicular Directional Concept

# Architecture+

Chris M. Walsh, Architect  
 Washington Plaza, Suite 400  
 300 Washington Street  
 Morrisville, Louisiana 70451

MASTER PLAN  
 Regional Commercial Development  
 Northeast Gateway Overlay District  
 Ames, Iowa



WOLFORD  
 THE COMPANY

TEL: 504.664.4848 • 504.649.1000  
 FAX: 504.664.4849  
 DATE: SEPTEMBER 28, 2010  
 DRAWING NO. 1001

Major Signs  
 Design Concepts

DESIGNED BY: Justin Miller

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Developer:



Four Squares Business Center  
1200 Mountain Creek Road, Suite 102  
Chattanooga, Tennessee 37405

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Architecture + Planning:



Washington Plaza  
300 Washington Street, Suite 400  
Monroe, Louisiana 71201

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Signage + Graphic Design:



Washington Plaza  
300 Washington Street, Suite 400  
Monroe, Louisiana 71201

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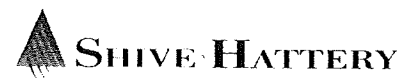
Lighting + Electrical Engineering:

James M. Standard & Associates, Inc.  
CONSULTING ENGINEERS

Washington Plaza  
300 Washington Street, Suite 206  
Monroe, Louisiana 71201

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Civil Engineering + Landscape Architects:



1601 48th Street, Suite 200  
West Des Moines, Iowa  
50266-6748

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Transportation Engineering:



223 South Walnut Avenue, Suite D  
Ames, Iowa 50010-6725

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Wetlands, Environmental Assessments + Biologist for Buffer Zone

*Prairie & Wetlands*

managing natural areas and  
providing environmental assessments

1235 Davis Avenue  
Des Moines, Iowa 50315-1043

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Geotechnical + Environmental Engineering:



3660 109th Street  
Urbandale, Iowa 50322

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Civil Engineering:

**MILLER MCCOY, INC.**  
CONSULTING ENGINEERS

915 Creekside Road  
Chattanooga, Tennessee 37406

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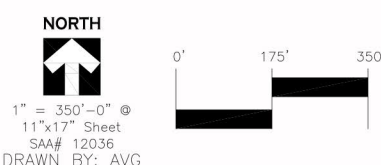
Contractor:



690 Manufacturers Road  
Chattanooga, Tennessee 37405

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This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is intended to be conceptual in nature only. Property boundaries, setbacks, easements, topography, utilities, structures and other physical features shown herein are based on the information available to the architect at the time of design. This document reflects a site plan concept only, and does not necessarily reflect all governing authority requirements, including green space calculations, bulk regulations, landscaping, storm water management, city input, site signage, grading, and other factors that may impact final site design. This drawing shall not be used for construction or legally binding documentation. (C) Copyright 2019 by Simonson & Associates Architects, L.L.C.

**Ames Retail**  
**Master Plan Concept #8**  
**I-35 & E. 13th Street**  
**Ames, Iowa**

April 03, 2019  
 Attachment D

**simonson**  
 simonson & associates architects llc  
 1717 ingersoll avenue suite 117 des moines ia 50309  
 phn 515 440 5626 www.simonsonassoc.com



**COUNCIL ACTION FORM**

**SUBJECT: 14<sup>TH</sup> STREET SIDEWALK INFILL REQUEST**

**BACKGROUND:**

On September 10, 2018, a letter from a resident was received requesting the installation of infill sidewalk along the north side of 14<sup>th</sup> Street from Kellogg Ave to Duff Ave. The resident is legally blind, and this area of 14<sup>th</sup> Street is on the route from his home to the nearest bus stop. This request was made regarding the Americans with Disability Act (ADA).

**Under the current ADA Public Right-of-Way Accessibility Guidelines (PROWAG) and the City of Ames ADA Transition Plan, there are no requirements to infill sidewalks where not currently present.** Both PROWAG and the City Transition Plan, primarily cover the construction of new pedestrian curb ramps or ADA push-buttons at traffic signals when requested or when street improvements are made.

**The 2019/20 Asphalt Street Pavement Improvements Program includes improvements to 14<sup>th</sup> Street from Burnett Avenue to Duff Avenue.** The design of these improvements will follow the Complete Streets Plan, which classifies 14<sup>th</sup> Street as a Neighborhood Street. Per the plan, Neighborhood Streets should have a sidewalk on both sides of the street. **At this time, staff does not anticipate the sidewalk installation to exceed the cost threshold as specified in the Complete Streets Plan, so the project is expected to include the requested sidewalk infill, as well as additional sidewalk construction.**

Design of the street improvements along 14<sup>th</sup> Street is expected to begin in summer/fall 2019 with construction anticipated in 2020. If sidewalk installation in 2019 is preferred, a standalone sidewalk project could be started to accomplish this work. **If the requested sidewalk is included with the roadway project, staff estimates a construction cost of \$16,000. However, if a standalone project is preferred, staff estimates the cost increasing to \$28,000 due to low quantities and mobilization costs.** Completing the sidewalk infill before the roadway improvements may also lead to future compliance issues because the roadway project will replace the pedestrian ramps at affected intersections.

**ALTERNATIVES:**

1. Include the construction of the new sidewalk with the 2019/20 Asphalt Street Pavement Improvements project.
2. Begin a standalone project for the installation of the sidewalk utilizing Accessibility Enhancement funds.
3. Begin a standalone property owner assessment project for the installation of the sidewalk.

**MANAGER'S RECOMMENDED ACTION:**

Including the construction of the sidewalk with the roadway project will lead to better construction prices and reduced conflicts during construction. **Therefore, it is the recommendation of the City Manager that City Council adopt Alternative No. 1, as noted above.**

**COUNCIL ACTION FORM**

**SUBJECT: RIGHT-OF-WAY DESIGN POLICY FOR  
WIRELESS INFRASTRUCTURE**

**BACKGROUND:**

The operation of wireless communication facilities are licensed and regulated by the Federal Communications Commission (FCC). The principal law regarding regulation of personal wireless services is the Telecommunications Act of 1996, which among others things, sets forth the policy of the federal government to promote deployment of personal wireless services. Additionally, the State of Iowa has adopted state regulations related to the installation of new facilities and co-location of facilities that limit local permitting discretion. In response the State changes, the City of Ames adopted new wireless facility zoning standards in the Spring of 2018 and Public Works established new application procedures for right-of-way review in January 2019.

**Additional action is needed to address the recent decision by the FCC related to the review and approval process for “Small Cell” installations.** Small Cell facilities are a defined facility type by the FCC and by Iowa, although the definitions differ slightly. These facilities are typically placed upon existing city structures (e.g. utility poles, street lights, buildings, etc.) and include antennae components as well as equipment and fiber connections that support the wireless communication.

The FCC adopted a new report and order in September 2018 addressing the application requirements based upon the 1996 Telecommunications Act as they apply to Small Cell facilities and also provided a declaratory ruling about how the permitting process of local government does or does not conform to requirements of the Telecommunications Act. These decisions are currently under appeal in Federal District Court. While under appeal, the requirements are in place since no stay to their implementation was granted by the courts.

**The most direct concern of these FCC actions is the restriction of City review of new Small Cell facility permits to be in accordance with standards that must be in place before the application is filed with the City and these standards must be reasonable and objective, including standards for aesthetics.**

**The deadline for having local standards is April 15, 2019. Currently the City does not clearly define aesthetic issues for new facilities being compatible to our standards. For example, applying street light specifications for paint, style, or concealment of equipment are not directly specified and have been addressed on an ad hoc basis. To comply with the FCC ruling, these expectations need to be defined in advance of the review.**

Staff is recommending the creation of basic expectations for wireless facilities that they are placed or attached to infrastructure in the right-of-way in a manner consistent with our desire to have uniform and compatible appearance of infrastructure. **At this time staff recommends the Council adopt a policy for Public Works to apply design standards to the review of wireless facilities.** This will augment the current authority provided for management of the right-of-way found in Chapter 22A of the Ames Municipal Code.

Public Works would then be authorized to define standards related to the following design issues and other issues necessary to maintain aesthetic consistency with our City standards and specifications as follows:

1. Limit the color of the wireless facilities to match existing facility colors/materials or be painted muted colors. Specifically prohibit use of colors or logos to distinguish or brand the equipment to a specific wireless provider/carrier.
2. A small wireless facility shall reasonably match the aesthetics of an existing utility pole or wireless support structure in the area that incorporates decorative elements.
3. Require concealment of wire/fiber/cable connections to the ground and to other wireless facilities.
4. Protection of street trees during the construction and long term operation of the facilities.
5. Include requirements to contain small cell facilities within a compatibly designed shroud in residential and commercial areas.

#### **ALTERNATIVES:**

1. The City Council can adopt a resolution that it is the policy of City of Ames to apply aesthetic standards to the placement of wireless infrastructure within the right-of-way and authorize the Public Works Director to prepare and update specific design standards or guidelines for the review and approval of right-of-way permits authorized by Chapter 22A of the Ames Municipal Code.
2. The City Council can decline to adopt a policy regarding wireless facilities in the right-of-way.
3. The City Council can request additional information from staff and defer action on this item.

#### **CITY MANAGER'S RECOMMENDED ACTION:**

Although future changes to Chapter 22A may be warranted to address overall permitting process for these types of facilities, staff believes that at this time it is prudent to adopt a policy supporting aesthetic review of facilities in the right-of-way. Adopting this policy will authorize the Public Works Director to create and update the standards as needed while allowing for the City to operate consistent with the recent FCC decisions.

**Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 to adopt a new policy for the management of the right-of-way.**



Old CAF

ITEM # 47-31

DATE: 03-26-19

04-09-19

## **COUNCIL ACTION FORM**

**SUBJECT: VACATION OF TRAFFIC SIGNAL EASEMENT AT 101 HYLAND AVENUE**

### **BACKGROUND:**

The 2018/19 Traffic Signal Program will be replacing the traffic signal at Lincoln Way and Hyland Avenue. The existing signal at the northwest corner of the intersection sits on 101 Hyland Avenue property within an existing easement. This existing easement is limited to the City of Ames traffic signal use. The easement plat is included as Attachment A.

The new traffic signal will partially sit outside of the existing easement, so staff has prepared a new Traffic Signal Easement that better fits the signal equipment. The new Traffic Signal Easement Plat is included as Attachment B.

The new traffic signal easement will be recorded following the vacation of the existing easement.

### **ALTERNATIVES:**

1. Set the date of public hearing as April 9, 2019, to approve the vacation of the easement above at 101 Hyland Avenue.
2. Reconsider the vacation of the easement above at 101 Hyland Avenue.

### **CITY MANAGER'S RECOMMENDED ACTION:**

This traffic signal easement can be vacated since the new easement has been signed and is ready to be recorded.

Therefore, the City Manager recommends that the City Council adopt Alternative No. 1 as described above.

**COUNCIL ACTION FORM**

**SUBJECT:**           **2017/18 STORM WATER EROSION CONTROL  
(KINYON – CLARK SUBDIVISION)**

**BACKGROUND:**

This annual program provides for stabilization of areas that have become eroded in streams, channels, swales, gullies, or drainage ways that are part of the storm water system. The improvements provide a more permanent control of erosion and will reduce recurring maintenance costs in these areas.

**This project includes the following improvements and benefits in the Kinyon-Clark area, north of Bloomington Road:**

- Stabilize existing stream bank to protect the property of homeowners
- Incorporate resiliency in construction to prevent further erosion of the streambank
- Reduce long-range costs with a self-maintaining channel while avoiding adverse effects on residential property
- Enhance natural aesthetics and native vegetation in the affected reach

On May 8, 2018, a professional services agreement contract with WHKS of Ames, Iowa was approved in an amount not to exceed \$35,100. WHKS and City staff held a project informational meeting with area property owners and residents. Staff also had one-on-one discussions with property owners directly being impacted by the stream erosion to gain input on the project timing, staging and design. Comments received were considered with the project design.

On April 3, 2019, bids for the project were received as follows:

<b><i>Bidder</i></b>	<b><i>Amount</i></b>
Engineer's estimate	\$232,901.00
Keller Excavating	\$186,578.10
Kingston Services	\$189,970.00
Gehrke Inc	\$197,826.30
Ames Trenching & Excavating	\$216,460.00
On Track Construction	\$226,829.20
Con-Struct, Inc.	\$268,268.00

Revenue and expenses associated with this program are estimated as follows:

	<b>Available Revenue</b>	<b>Estimated Expenses</b>
Storm Sewer Utility Fund	\$ 475,000	
Construction (Low Bid)		\$ 186,578.10
Engineering/Administration (Est.)		\$ 45,000.00
	\$ 475,000	\$ 231,578.10

**ALTERNATIVES:**

1. a. Accept the report of bids for the 2017/18 Storm Water Erosion Control (Kinyon – Clark Subdivision) Project.
- b. Approve the final plans and specifications for this project.
- c. Award the 2017/18 Storm Water Erosion Control (Kinyon – Clark Subdivision) project to Keller Excavating of Boone, Iowa, in the amount of \$186,578.10.
2. Award the contract to one of the other bidders.
3. Do not proceed with this project.

**MANAGER’S RECOMMENDED ACTION:**

By approving final plans and specifications and awarding the contract, it will be possible to stabilize the channel and prevent erosion from migrating closer to the homes in this area.

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

ITEM #: 33  
DATE: 04-09-19

**COUNCIL ACTION FORM**

**SUBJECT: 2017-18 SHARED USE PATH MAINTENANCE PROGRAM #1 – DALEY PARK**

**BACKGROUND:**

This program provides for maintenance activities along shared use paths such as patching, joint repairs, micro surfacing, and also complete replacement. Locations are determined using a condition inventory, visual inspection of paths, and input from users. Improvement to the paths will enhance the safety and usability of the path/trail system and improve the aesthetics within the right-of-way.

**This project location is in Daley Park on the west side of Ames.** The current path exhibits a lot of joint failures and loss of oil binder in the surface due to the age of the path. This project will remove and replace the path with a new 5” thick hot mixed asphalt.

On April 3, 2019 bids for the project were received as follows:

<i><b>Bidder</b></i>	<i><b>Total Bid Amount</b></i>
Engineer's estimate	\$131,355.95
Manatt's Inc.	\$95,025.50

Engineering and construction administration expenses are estimated at \$16,000, bringing the **estimated project cost to \$111,025.50.**

There is \$125,000 of Local Option Sales Tax (LOST) allocated for this program annually in the Capital Improvement Plan. These funds have been accumulated and carried over into the current budget. A number of smaller joint sealing and patching contracts have been funded through this program leaving **\$441,958 of available revenue** to fund the two projects shown below.

<b><u>Project:</u></b>	<b><u>Expenses</u></b>	<b><u>Revenue</u></b>
<b>2017-18 SUP Maintenance #1 – Daley Park (this action)</b>	<b>\$111,025.50</b>	
2017-18 SUP Maintenance #2 – Stange Road (separate bid)	\$147,401.79	
<u>2018-19 CIP Budget (LOST)</u>	<u>\$258,427.29</u>	<u>\$441,958.00</u>
		<b>\$441,958.00</b>

Remaining revenue will be used for other shared use path maintenance priorities.

**ALTERNATIVES:**

- 1a. Accept the report of bids for the 2017/18 Shared Use Path Maintenance Program #1 – Daley Park
  - b. Approve the final plans and specifications for this project.
  - c. Award the 2017/18 Shared Use Path Maintenance Program #1 – Daley Park to Manatts, Inc. of Ames, IA, in the amount of \$95,025.50
2. Award the contract to one of the other bidders.
  3. Do not proceed with this project.

**MANAGER'S RECOMMENDED ACTION:**

Continuing with this project will allow maintenance activities to restore the condition of the path for all users and to improve the safety and reliability of this shared use path system.

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

**COUNCIL ACTION FORM**

**SUBJECT: 2017-18 SHARED USE PATH MAINTENANCE PROGRAM #2 – STANGE ROAD**

**BACKGROUND:**

This program provides for maintenance activities along shared use paths such as patching, joint repairs, micro surfacing, and also complete replacement. Locations are determined using a condition inventory, visual inspection of paths, and input from users. Improvement to the paths will enhance the safety and usability of the path/trail system and improve the aesthetics within the right-of-way.

**This project location is along the west side of Stange Road between 24th Street and Northridge Parkway.** The current path is experiencing many large contraction joints and is also experiencing issues with nearby tree root intrusion causing large areas of the path to buckle. This project will replace the existing path and include root barriers near existing trees when roots are encountered to minimize future root problems.

On April 3, 2019 bids for the project were received as follows:

<i>Bidder</i>	<i>Total Bid Amount</i>
Engineer's estimate	\$146,105.79
Manatt's Inc.	\$129,901.79

Engineering and construction administration expenses are estimated at \$17,500, bringing the **estimated project cost to \$147,401.79.**

There is \$125,000 of Local Option Sales Tax allocated for this program annually in the Capital Improvement Plan. These funds have been accumulated and carried over into the current budget. A number of smaller joint sealing and patching contracts have been funded through this program leaving **\$441,958 of available revenue** to fund the two projects shown below.

<b><u>Project:</u></b>	<b><u>Expenses</u></b>	<b><u>Revenue</u></b>
2017-18 SUP Maintenance #1 – Daley Park (separate bid)	\$111,025.50	
<b>2017-18 SUP Maintenance #2 – Stange Road (this action)</b>	<b>\$147,401.79</b>	
2018-19 CIP Budget (LOST)		<b>\$441,958.00</b>
	<b>\$258,427.29</b>	<b>\$441,958.00</b>

Remaining revenue will be used for other shared use path maintenance priorities.

**ALTERNATIVES:**

- 1a. Accept the report of bids for the 2017/18 Shared Use Path Maintenance Program #2 – Stange Road
  - b. Approve the final plans and specifications for this project.
  - c. Award the 2017/18 Shared Use Path Maintenance Program #2 – Stange Road to Manatts, Inc. of Ames, IA, in the amount of \$129,901.79
2. Award the contract to one of the other bidders.
  3. Do not proceed with this project.

**MANAGER'S RECOMMENDED ACTION:**

Continuing with this project will allow maintenance activities to restore the condition of the path for all users and to improve the safety and reliability of this shared use path system.

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

**COUNCIL ACTION FORM**

**SUBJECT: REMOVAL OF HUMAN RELATIONS COMMISSION INVESTIGATION FUNCTION**

**BACKGROUND:**

On August 21, 2018, the City Council met with the Ames Human Relations Commission (AHRC) to address the future direction for the Commission. At that time, the City Council directed staff to adopt a procedure to refer complaints to the Iowa Civil Rights Commission (ICRC) and eliminate the AHRC Hearing Officers and Investigative and Conciliation Officers.

Chapter 14 of the Ames Municipal Code outlines the responsibilities of the AHRC and describes the protected classes and protected areas where discrimination is unlawful. These protections are identical to the protections provided statewide in the Iowa Civil Rights Act.

Although Municipal Code provides a procedure for civil rights complaints to be investigated locally, it is not a requirement under state law that local commissions conduct such investigations. Since at least 1994, the City has had an agreement with ICRC for the City to act as an intake office for complaints, and then refer those complaints to the ICRC for investigation and resolution. Since the City has had its own investigation procedure, it has been the City's option whether to investigate complaints locally or refer them to ICRC.

The local investigation process has several challenges. If the alleged discrimination took place outside of Ames, then the City does not have jurisdiction. In contrast, the ICRC has jurisdiction over the entire state. The City's investigators are volunteers, and since complaints are not received on a routine basis, there is not a great deal of institutional knowledge regarding procedures, processes, and skills required to successfully navigate the potential issues that may arise in an investigation. The ICRC investigates its complaints with professional investigators who routinely deal with challenging situations.

According to information provided by ICRC in 2016, 14 of the 26 local commissions in Iowa refer complaints directly to ICRC without any local investigation. Removing the local investigation function from the AHRC will allow Ames residents to continue to file complaints either directly with ICRC or with the City Manager's Office, where they will be referred to ICRC.



**With this amendment to the Human Relations Chapter of Municipal Code, the role of AHRC will be clarified to involve studying and attempting to eliminate discrimination, issuing reports, and cooperating with other agencies who share the Commission's goals.**

**ALTERNATIVES:**

1. Approve first reading of an ordinance amending Chapter 14 of the Ames Municipal Code to eliminate the investigation function of the Human Relations Commission.
2. Refer to staff for modifications to the proposed ordinance.
3. Do not approve the ordinance.

**CITY MANAGER'S RECOMMENDED ACTION:**

The City Council has directed that a change be made to the Human Relations Chapter of Municipal Code to remove the local investigation function of the Commission. This formalizes the process for investigations that has been in place for a number of years. Ames residents will continue to have the ability to file discrimination complaints either directly with the Iowa Civil Rights Commission or by filing a complaint with the City, which will refer the complaint to ICRC for investigation.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving first reading of an ordinance amending Chapter 14 of the Ames Municipal Code to eliminate the investigation function of the Human Relations Commission.

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING CHAPTER 14 AND ENACTING A NEW CHAPTER 14 THEREOF, FOR THE PURPOSE OF ELIMINATING THE AMES HUMAN RELATIONS COMMISSION HEARING OFFICERS AND INVESTIGATIVE AND CONCILIATION OFFICERS, REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.**

**BE IT ENACTED**, by the City Council for the City of Ames, Iowa, that:

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by repealing Chapter 14 and enacting a new Chapter 14 as follows:

**“CHAPTER 14  
HUMAN RELATIONS**

**Sec. 14.1. PURPOSE OF CHAPTER.**

The purpose of this chapter is to implement the provisions of the Iowa Civil Rights Act and to further provide for the general welfare of persons in the City of Ames, Iowa, by establishing a to undertake projects of education to prevent discrimination and to effect cooperative undertakings with the Iowa Civil Rights Commission and to aid in effectuating the purposes of the Iowa Civil Rights Act.

*[State Law Ref. Iowa Code Sec. 216.1] (Ord. 3123, 3-26-91; Ord. 3377, 3-5-96)*

**Sec. 14.2. DEFINITIONS.**

When used in this chapter, unless the context otherwise requires:

- (1) "Commission" means the Ames Human Relations Commission created by this chapter.
- (2) "Commissioner" means a member of the commission.

(3) "Disability" means the physical or mental condition of a person which constitutes a substantial disability, and the condition of a person with a positive human immunodeficiency virus test result, a diagnosis of acquired immune deficiency syndrome, a diagnosis of acquired immune deficiency syndrome-related complex, or any other condition related to acquired immune deficiency syndrome. The inclusion of a condition related to a positive human immunodeficiency virus test result in the meaning of "disability" under the provisions of this chapter does not preclude the application of the provisions of this chapter to conditions resulting from other contagious or infectious diseases.

*[State Law ref. Iowa Code Sec. 216]*

(4) "Gender Identity" means a gender-related identity of a person regardless of the person's assigned sex at birth.

(5) "Public accommodation" means each and every place, establishment, or facility of whatever kind, nature, or class that caters or offers services, facilities, or goods for a fee or charge to non-members of any organization or association utilizing the place, establishment, or facility, provided that any place, establishment, or facility that caters or offers services, facilities, or goods to the nonmembers gratuitously shall be deemed a public accommodation if the accommodation receives governmental support or subsidy. Public accommodation shall not mean any bona fide private club or other place, establishment, or facility which is by its nature distinctly private, except when such distinctly private place, establishment, or facility caters or offers services, facilities, or goods to the nonmembers for fee or charge or gratuitously, it shall be deemed a public accommodation during such period.

"Public accommodation" includes each state and local government unit or tax-supported district of whatever kind, nature, or class that offers services, facilities, benefits, grants or goods to the public, gratuitously or otherwise. This paragraph shall not be construed by negative implication or otherwise to restrict any part or portion of the pre-existing definition of the term "public accommodation".

*(Ord. No. 2912, 12-18-84)*

(6) "Unfair practice" or "discriminatory practice" means those practices specified as unfair or discriminatory in this chapter.

*(Ord. 3123, 3-26-91)*

(7) "Sexual Orientation" means actual or perceived heterosexuality, homosexuality, or bisexuality. "Sexual orientation" does not include participation in acts which are prohibited by law.

*(Ord. 3128, 5-28-91; Ord. 3377, 3-5-96)*

#### **Sec. 14.3. COMMISSION APPOINTED.**

(1) **Commission Appointed.** The Ames Human Relations Commission shall consist of five (5) members appointed by the Mayor with the approval of the City Council. Appointments shall take into consideration the various racial, religious, cultural and social groups and geographical areas within the City of Ames in so far as may be practicable. The term of office shall be three (3) years, and shall begin April 1 of the fiscal year of appointment, except that the Mayor may prescribe a shorter term for any appointment or reappointment in order to stagger terms. Four (4) of the members shall serve 3-year terms, and one (1) of the members shall serve a special 1-year term. Vacancies shall be filled for any unexpired term in the same manner as original appointments. Any member or all members of the Commission may be removed from office at any time by the Mayor with the approval of the City Council, for good cause. No member who has served two (2) full consecutive terms is eligible for reappointment. The Commission shall elect one of their members to be chairperson, and develop their own rules of procedure, not inconsistent with this chapter.

*(Ord. No. 3820, 3-08-05; Ord. No. 3943, 2-19-08; Ord. No. 4129, 11-13-12)*

*[State Law Ref. Iowa Code Sec. 216.3] (Ord. 3377, 3-5-96; Ord. No. 3943, 2-19-08)*

#### **Sec. 14.4. COMPENSATION AND EXPENSES.**

The members of the Commission shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as allowed by the City Council pursuant to such procedures and policies for the reimbursement of expenses as shall be established by the City of Ames from time to time.

*[State Law Ref. Iowa Code Sec. 216.4] (Ord. 3377, 3-5-96)*

#### **Sec. 14.5. POWERS AND DUTIES.**

The Commission shall have the following powers and duties:

(1) To investigate and study the existence, character, causes, and extent of discrimination in public accommodations, employment, apprenticeship programs, on-the-job training programs, vocational schools, credit practices, and housing in this city and to attempt the elimination of such discrimination by education.

(2) To issue such publications and reports of investigations and research as in the judgment of the commission shall tend to promote good will among the various racial, religious, and ethnic groups of the City and which shall tend to minimize or eliminate discrimination in public accommodations, employment, apprenticeship and on-the-job training programs, vocational schools, career and technical programs, or housing because of race, creed, color, sex, national origin, religion, ancestry, disability, sexual orientation or gender identity.

*(Ord. 3128, 5-28-91)*

(3) To prepare and transmit to the Mayor and City Council from time to time, but not less often than once each year, reports describing its proceedings, and the other work performed by the commission.

(4) To make recommendations to the Mayor and City Council for such further legislation concerning discrimination because of race, creed, color, sex, national origin, religion, ancestry, disability, sexual orientation or gender identity as it may deem necessary and desirable.

*(Ord. 3128, 5-28-91)*

(5) To cooperate, within the limits of any appropriations made for its operations, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, and on the planning and conducting of programs designed to eliminate racial, religious, cultural, and intergroup tensions.

(6) To adopt, publish, amend, and rescind regulations consistent with and necessary for the enforcement of this chapter.

(7) To receive, administer, dispense and account for any funds that may be voluntarily contributed to the commission and any grants that may be awarded the commission for furthering the purposes of this chapter with the approval of the City Council.

(8) To refer a complaint to the Iowa Civil Rights Commission under commission rules.  
*[State Law Ref. Iowa Code Sec. 216.5] (Ord. 3377, 3-5-96)."*

Section Two. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict, if any.

Section Three. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane R. Voss, City Clerk

\_\_\_\_\_  
John A. Haila, Mayor

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY ENACTING A NEW SECTION 13.503(4)(e)(iv) AND RENUMBERING THE CURRENT SECTION 13.503(4)(e)(iv) TO 13.503(4)(e)(v) THEREOF, FOR THE PURPOSE OF ADDING THE OPTION FOR PROPERTIES TO INCREASE OCCUPANT COUNT BY ADDING BEDROOMS WHEN THERE IS AN EXISTING EGRESS WINDOW; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.**

**BE IT ENACTED**, by the City Council for the City of Ames, Iowa, that:

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting a new Section 13.503(4)(e)(iv) as follows:

**“Sec. 13.503. OCCUPANCY LIMITATIONS.**

...  
**(4) Limits based on Zoning District - Maximum Occupancy**

...

(e)

...

(iv) Any room that had a legally conforming egress window on January 1, 2018 may be converted to a code-compliant bedroom and have that bedroom count toward the allowed number of occupants in areas where the number of occupants were frozen on January 1, 2018. Owners intending to convert such rooms must notify the Building Official of their intent to do so within 30 days of the effective date of this ordinance. The bedroom must be a legal bedroom, verified by the Inspection Division, within 6 months of the effective date of this ordinance.

(v) For rental dwellings located within the Near Campus Neighborhoods for which a registration is being sought after January 1, 2018, the number of bedrooms for determining maximum occupancy shall be determined by an inspection by the Inspection Division.

*(Ord. No. 4332, 1-9-18; Ord. No. 4343, 4-24-18)*

Section Two. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict, if any.

Section Three. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane R. Voss, City Clerk

\_\_\_\_\_  
John A. Haila, Mayor