

**AGENDA
REGULAR MEETING OF THE AMES AREA
METROPOLITAN PLANNING ORGANIZATION (AAMPO)
TRANSPORTATION POLICY COMMITTEE AND
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL*
JULY 14, 2020**

***DUE TO THE COVID-19 PANDEMIC, THIS CITY COUNCIL MEETING WILL BE CONDUCTED AS AN ELECTRONIC MEETING. IF YOU WISH TO PROVIDE INPUT ON ANY ITEM, YOU MAY DO SO AS A VIDEO PARTICIPANT BY GOING TO:**

<https://zoom.us/j/826593023>

**OR BY TELEPHONE BY DIALING: US:1-312-626-6799 or toll-free: 1-888-475-4499
Zoom Meeting ID: 826 593 023**

YOU MAY VIEW THE MEETING ONLINE AT THE FOLLOWING SITES:

<https://www.youtube.com/ameschannel12>

<https://www.cityofames.org/channel12>

or watch the meeting live on Mediacom Channel 12

NOTICE TO THE PUBLIC: The Mayor and City Council welcome comments from the public during discussion. If you wish to speak, please see the instructions listed above. 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.

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

CALL TO ORDER: 6:00 p.m.

1. Hearing on FFY 2021-2024 TIP:
 - a. Resolution approving final FFY 2021-2024 TIP for submission to the Iowa Department of Transportation
2. Update to 2045 Long-Range Transportation Plan development

POLICY COMMITTEE COMMENTS:

ADJOURNMENT:

REGULAR CITY COUNCIL MEETING**

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

PROCLAMATION:

1. Proclamation for Parks & Recreation Month, July 2020

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

2. Motion approving payment of claims
3. Motion approving Minutes of Special Meeting of June 16, 2020, and Regular Meeting of June 23, 2020
4. Motion approving certification of Civil Service applicants
5. Motion approving Report of Change Orders for period June 16 - June 30, 2020
6. Motion approving 5-day (July 28 - August 1) Class C Liquor License with Outdoor Service for Gateway Market at ISU Reiman Gardens, 1407 University Blvd
7. Motion approving Catering Privilege with Class C Liquor License - Café Beau, 2504 Lincoln Way
8. Motion approving temporary Outdoor Service Privilege Area (August 8, 2020) for Special Class C Liquor License - Tip Top Lounge, 201 E Lincoln Way
9. Motion approving Class A Liquor Ownership Change for Green Hills Residents' Association, 2200 Hamilton Drive, Suite 100 - pending satisfactory background checks
10. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licences:
 - a. Class C Liquor License with Sunday Sales -Applebee's Neighborhood Grill & Bar, 105 Chestnut
 - b. Class C Liquor License with Living Quarters and Sunday Sales - Sportsman's Lounge, 123 Main Street
 - c. Class E Liquor License with Class B Wine Permit, Class C Beer Permit (Carryout Beer), and Sunday Sales - AJ's Liquor II, 2515 Chamberlain
 - d. Special Class C Liquor License with Sunday Sales - Huhot Mongolian Grill, 703 S. Duff Avenue, Suite #105
11. Motion directing City Attorney to prepare Ordinance revising *Municipal Code* Section 17.33 pertaining to selling, giving, or supplying tobacco, tobacco products, or cigarettes to persons under 18 years of age
12. Motion authorizing Mayor to sign Application in support of Main Street pursuing funding through Story County's Urban Revitalization Program (Main Street Beautification Grant)
13. Resolution approving the CARES Act Grant Agreement for the Ames Municipal Airport in the amount not to exceed \$69,000
14. Resolution approving the FAA Grant for the FY 2020/21 Airport Improvements (Electrical Vault & Lighting Project) and authorizing Mayor John Haila as the sponsor's authorized agent
15. Resolution waiving City's formal bidding procedures and authorizing staff to negotiate the purchase of a ladder truck with two vendors and through a cooperative

16. Resolution waiving formal bidding requirements and authorizing City staff to enter into Software Maintenance Contract for FY 2020/21 from Superior, LLC, for the Multi-Agency Public Safety Group
17. Resolution waiving formal bidding requirements and authorizing City staff to enter into Software Maintenance Contract for FY 2020/21 from Superior, LLC, for City's Financial, Utility Billing, Building Permit, and Citation Management Applications
18. Resolution awarding contract for CyRide 2020 Interior Improvements Project to Story Construction Company of Ames, Iowa, in the amount of \$102,620 for the base bid, plus Alternative #1 and Alternative #3
19. Resolution awarding contract to Terry-Durin Company of Cedar Rapids, Iowa, for LED Luminaries Supply Contract for Electric Distribution in accordance with unit prices bid
20. Water Treatment Plant Lime Sludge Disposal Contract:
 - a. Resolution accepting completion of Year Two (FY 2019/20) Lime Sludge Disposal Contract with Wulfekuhle Injection and Pumping, Inc., of New Vienna, Iowa, in the final amount of \$472,745.55
 - b. Resolution awarding Year Three (FY 2020/21) Lime Sludge Disposal Contract to Wulfekuhle Injection and Pumping, Inc., of New Vienna, Iowa, in the amount of \$381,900
21. Resolution awarding a contract to ChemTreat Inc., of Glen Allen, Virginia, for the Chemical Treatment Program for Electric Services in the amount not to exceed \$290,000
22. Steam Turbine No. 8 Parts Procurement for the Power Plant:
 - a. Resolution awarding contract to Argo Turboserve Corporation, of Rutherford, New Jersey for Steam Turbine No. 8 Parts Procurement in the amount of \$1,065,217 (applicable sales taxes will be paid directly to the State of Iowa by the City as the vendor is not licensed to collect and remit Iowa Sales Taxes)
 - b. Resolution awarding contract to Mechanical Dynamics & Analysis LLC (MD&A), of Clifton Park, New York, for Steam Turbine No. 8 Parts Procurement in the amount of \$144,960.47
 - c. Resolution awarding contract to Alin Machining Company, Inc. (Power Plant Services), of Melrose Park, Illinois, for Steam Turbine No. 8 Parts Procurement in the amount of \$99,637.19
 - d. Resolution awarding contract to Action Turbine Repair Service, Inc. (ATRS), of Summit, Illinois, for Steam Turbine No. 9 Parts Procurement in the amount of \$39,160 (applicable sales taxes will be paid directly to the State of Iowa by the City as the vendor is not licensed to collect and remit Iowa Sales Taxes)
23. Resolution approving Change Order No. 14 with Ritts Law Group of Sanibel, Florida, for specialized environmental legal support, analysis, and Iowa DNR Construction Permit preparation work in the amount of \$75,000
24. Resolution approving contract and bond for 2020/21 Airport Improvements Program (Electrical Vault & Lighting Project)
25. Resolution approving contract and bond for 2019/20 Share Use Path System Expansion - Vet Med Trail (S. 16th Street to ISU Research Park)
26. Resolution approving contract and bond for 2019/20 Arterial Street Pavement Improvements - 13th Street (Wilson Avenue to Duff Avenue)
27. Ames/ISU Ice Arena Parking Lot Renovation Project:

- a. Resolution approving Change Order No. 1 in the amount of (\$4,859.50) to Manatt's, Inc., of Ames, Iowa
- b. Resolution accepting completion of the Ames/ISU Ice Arena Parking Lot Renovation Project

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:

28. Discussion on Possible City Responses to COVID-19

PLANNING & HOUSING:

29. Motion directing staff to temporarily not enforce Building and Zoning Codes to facilitate COVID-19 testing at McFarland Clinic North, 3815 Stange Road

HEARINGS:

30. Hearing on Nuisance Assessments:
 - a. Resolution assessing costs of snow/ice removal and certifying assessments to Story County Treasurer

ORDINANCES:

31. Second passage of ordinance to vacate a portion of City right-of-way adjacent to the south edge of 2400 SE 16th Street
32. Second passage of ordinance revising the parking regulations on Westbrook Drive
33. Third passage and adoption of ORDINANCE NO. 4416 establishing parking restrictions on Duff Avenue (20th Street to Grand Avenue)

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

COUNCIL COMMENTS:

ADJOURNMENT:

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

SUBJECT: FFY 2021 - 2024 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

BACKGROUND:

In order to receive Federal funds for transportation improvement projects, it is necessary for the projects to be part of the approved statewide plan. The initial step in this process is for the Ames Area MPO to develop a Transportation Improvement Program (TIP). The attached TIP document includes projects for street improvements, CyRide improvements, and trail projects. In February 2020, the Ames Area MPO distributed applications for new funding for Surface Transportation Block Grant (STBG) and Transportation Alternative (STBG-TAP) projects. Two STBG applications were received and no STBG-TAP applications were received.

TPMS #	Project Sponsor	Project Name	Federal Fund Request	Total Project Cost	Federal Fiscal Year
(NEW)	City of Ames	Lincoln Way Pavement Improvements (Dotson Dr – Franklin Ave)	\$1,686,000	\$2,400,000	FFY23
(NEW)	CyRide	Vehicle Replacement	\$225,000	\$850,000	FFY24

Projects selected for regional transportation funding, along with previously awarded projects and state-sponsored projects within the Ames area, have been incorporated into the FFY 2021 – 2024 TIP.

Following notification of Iowa Clean Air Attainment Program funding, the following project was added into the FFY 2021 – 2024 Transportation Improvement Program. This project does not use STBG funding, so it does not change any of the MPO's funding projections; however, it is required to be shown in the TIP per the funding agreement.

TPMS #	Project Sponsor	Project Name	ICAAP-SWAP Funding	Total Project Cost	Federal Fiscal Year
45239	City of Ames	First Phase Deployment Ames Traffic Signal Master Plan	\$1,176,548	\$1,470,685	FFY21

The Transportation Policy Committee unanimously approved the draft TIP on May 26, 2020. During the public comment period, the document and project maps were available online and at a public input session held virtually. **No comments were received from the public.** AAMPO staff received and addressed minor comments from the Iowa Department of Transportation, Federal Highway Administration, and Federal Transit Administration. The final FFY 2021 – 2024 Transportation Improvement Program is due to the Iowa Department of Transportation by July 15, 2020.

ALTERNATIVES:

1. Approve the final FFY 2021 – 2024 Transportation Improvement Program for submission to the Iowa Department of Transportation.
2. Approve the final FFY 2021 – 2024 Transportation Improvement Program with Transportation Policy Committee modifications for submission to the Iowa Department of Transportation.

ADMINISTRATOR’S RECOMMENDED ACTION:

The FFY 2021 – 2024 TIP has been reviewed by State and Federal funding agencies, with their comments being incorporated into the final document. No comments were received from the public.

Therefore, it is the recommendation of the Administrator that the Transportation Policy Committee adopt Alternative No. 1, as noted above.

FINAL

Federal Fiscal Years 2021 – 2024 Transportation Improvement Program

Ames Area Metropolitan Planning Organization

The Ames Area MPO prepared this report with funding from the U.S. Department of Transportation's Federal Highway Administration and Federal Transit Administration, and in part through local matching funds of the Ames Area Metropolitan Planning Organization member governments. These contents are the responsibility of the Ames Area MPO. The U.S. government and its agencies assume no liability for the contents of this report or for the use of its contents. The Ames Area MPO approved this document on July 14, 2020. Please call (515) 239.5160 to obtain permission to use.

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INTRODUCTION

The Federal Fiscal Year 2021 - 2024 Transportation Improvement Program is the short-range implementation program for Federally funded and regionally significant transportation projects. The TIP is a requirement of 23 CFR 450.326 for metropolitan planning organizations to develop a program reflecting the investment priorities established in the long-range transportation plan covering at least four (4) years. The Ames Area MPO develops a new TIP annually in cooperation with the Iowa Department of Transportation and CyRide. The Ames Area TIP is included in the State Transportation Improvement Program (STIP), which is developed by the Iowa Department of Transportation.

The TIP can be found online at:

<https://www.cityofames.org/government/aampo/tip>

The STIP can be found online at:

https://iowadot.gov/program_management/statewide-transportation-improvement-program-stip

Role of the TIP

The Transportation Improvement Program (TIP) is a public document developed of planned transportation improvements within the Ames Area MPO planning boundary that are expected to utilize Federal-aid funds or are considered regionally significant. Each project must include specific information detailing the project including the scope, year-of-expenditure cost, funding sources, and location. Local projects not using Federal funds to construct them may not be listed in the program.

The TIP is a short-range plan and is considered a tool for implementing the long-range transportation plan. Projects must be identified in the long-range plan prior to being listed in the TIP, and a project cannot receive Federal funds unless it is contained in the TIP.

Ames Area MPO Organization

The Ames Area MPO was officially designated the MPO of the Ames urbanized area by the Governor of Iowa in March 2003. This designation was the result of the Ames urbanized area having a population of greater than 50,000 in the 2000 census. As a result of the 2010 Census, the urbanized areas of Ames and Gilbert were combined into one urbanized area, therefore requiring the Metropolitan Planning Area to be expanded to encompass this area in its entirety. The Ames Area MPO approved the current Metropolitan Planning Area boundary on November 13, 2012. The City of Gilbert and Iowa State University were added to the Transportation Policy Committee on March 26, 2013.

Ames is located in central Iowa and is served by Interstate 35, U.S. Highway 30, and U.S. Highway 69. Surface transportation needs are met through over 249 centerline miles of streets. The community has a very progressive transit system, CyRide, which carries over six million bus passengers per year. While the majority of transit users have Iowa State University ties, CyRide serves the entire Ames community.

The Ames Area MPO area includes the Ames Municipal Airport, which serves general aviation needs for business, industry, and recreation users. On average 93 aircraft operations occur per day at the Ames

Municipal Airport. Railroad provides freight service to the area by dual east-west mainline tracks and a northern agricultural spur.

The Ames Area MPO provides continuity of various transportation planning and improvement efforts throughout the Ames urban area. The City of Ames serves as the fiscal agent for the Ames Area MPO.

The Ames Area MPO consists primarily of two standing committees: The Transportation Policy Committee and the Transportation Technical Committee.

TRANSPORTATION POLICY COMMITTEE

The Transportation Policy Committee (TPC) is the policy setting board of the MPO and the membership consists of local officials. Voting membership on the committee includes city and county governments located, wholly or partially, in the Ames Area MPO planning boundary as well as the local transit agency. Currently the TPC membership includes: City of Ames, City of Gilbert, CyRide, Boone County, and Story County. The Iowa Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, and Iowa State University serve as advisory, non-voting, representatives.

TRANSPORTATION TECHNICAL COMMITTEE

The Transportation Technical Committee (TTC) consists of technical personnel from various agencies involved in transportation issues within the planning area. The Transportation Technical Committee formulates the procedural details of the Transportation Planning Work Program. The committee reviews and monitors the output of various MPO activities identified in the work program and makes recommendations to the policy committee. The committee is also responsible for assisting in developing the short and long-range transportation plans. The Iowa Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration serve as advisory, non-voting, representatives.

Public Participation in the Planning Process

This document was developed in coordination with MPO member agencies, regional stakeholders, and members of the public. The MPO planning process includes strategies to disseminate information about the project selection process and provides opportunities for interested parties to provide information to the policy committee.

EDUCATION AND INFORMATION

WEBSITE

The Ames Area MPO utilizes the MPO website at <https://www.aampo.org> to make draft documents, maps, and other materials accessible anytime of any day in a format that is adaptable to mobile devices and website text which can be translated into any language available through translation services.

E-NOTIFICATION

Anyone with an e-mail address may sign-up for receiving notifications of news and events published from the MPO with our e-notification system. During the development of this program, approximately 160 users receive e-notifications, including announcements of FFY 2021-2024 TIP public meetings, public comment periods, and draft documents.

PUBLIC INVOLVEMENT OPPORTUNITIES

PUBLIC OPEN HOUSE

An open house provides members of the public the opportunity to drop-in to view projects, meet with staff, and leave comments on the proposed program. The event hosted on May 21, 2020, was held virtually via a Microsoft Teams meeting due to COVID-19 restrictions. No formal presentation was given allowing for visitors to come and go at any time during the event.

PUBLIC COMMENT PERIOD

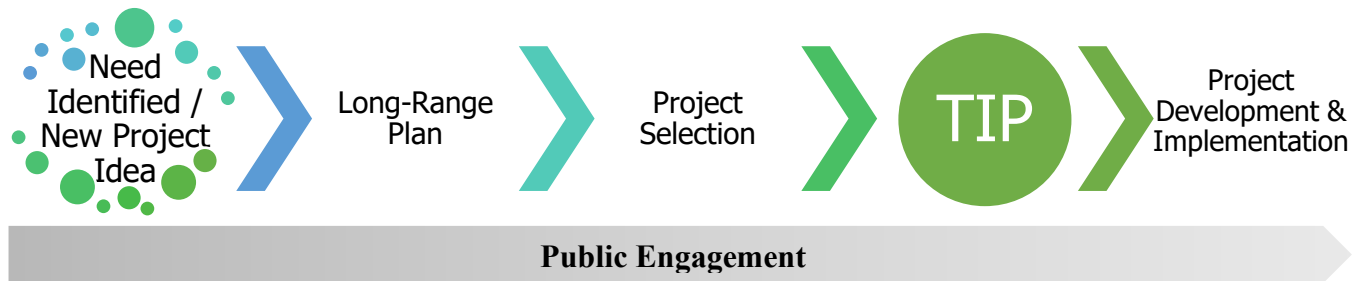
During the comment period, the draft document and maps of the proposed projects are available online or in hardcopy at the Ames Area MPO office.

TRANSPORTATION POLICY COMMITTEE HEARINGS

The Transportation Policy Committee hearings provide time for anyone of the public to address the committee prior to consideration of the program. The meetings are livestreamed on Ames Channel 12 and on Facebook. Meetings are also made available on-demand on the City of Ames website, on the City of Ames Facebook page, and on the City of Ames YouTube channel.

PROGRAM DEVELOPMENT

The Transportation Improvement Program (TIP) serves as a list of DOT and locally sponsored federal-aid eligible and Swap surface transportation improvements within the Ames-Gilbert region. Projects in the Ames Area TIP must be consistent with the long-range transportation plan, known as Ames Mobility 2040. The final document, approved by the Transportation Policy Committee, will be consolidated into the State Transportation Improvement Program (STIP) along with the other 26 planning agencies in the State of Iowa.



Performance Based Planning and Performance Management

Performance based planning and performance management became a focus for State and regional transportation planning with the signing of the 2012 surface transportation bill Moving Ahead for Progress in the 21st Century (MAP-21). The Federal government established a seven national goals through MAP-21, and maintained in subsequent Federal legislation, with the purpose of improving decision-making through performance-based planning and programming.

The Ames Area MPO must establish and use a performance-based approach to transportation decision making to support the national goals.

KEY TERMS:

- Goal:** a broad statement the describes a desired end state
- Objective:** a specific, measurable statement that supports achievement of a goal
- Performance Measures:** metric used to assess progress towards meeting an objective
- Target:** specific level of performance that is desired to be achieved within a certain timeframe

National Goals

- Safety
- Infrastructure Condition
- Congestion Reduction
- System Reliability
- Freight Movement and Economic Vitality
- Environmental Sustainability
- Project Delivery

Regional Goals

- Connected, Efficient, and Reliable
- Safety
- Environment
- Accessibility
- Economy and Goods Movement
- Asset Management

ROAD SAFETY

Goal: Significant reduction in traffic fatalities and serious injuries on all public roads.

Performance Measures

Goal Area	Road Safety
Performance Measures	<ul style="list-style-type: none"> • Number of Fatalities • Rate of Fatalities per 100 million VMT • Number of Serious Injuries • Rate of Serious Injuries per 100 million VMT • Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries

Performance Targets

Rather than setting its own safety targets, the Ames Area MPO has chosen to support the Iowa DOT's safety targets as published in the most recent Iowa Highway Safety Improvement Program Annual Report. The MPO supports those targets by reviewing and programming all Highway Safety Improvement Program (HSIP)¹ projects within the MPO boundary that are included in the DOT's Transportation Improvement Program.

Any Iowa DOT Sponsored HSIP projects within the MPO area were selected based on the strategies included in the Strategic Highway Safety Plan and safety performance measures and were approved by the Iowa Transportation Commission. The Iowa DOT conferred with numerous stakeholder groups, including the Ames Area MPO, as part of its target setting process. Working in partnership with local agencies, Iowa DOT safety investments were identified and programmed which will construct effective countermeasures to reduce traffic fatalities and serious injuries. The Iowa DOT projects chosen for HSIP investment are based on crash history, roadway characteristics, and the existence of infrastructure countermeasure that can address the types of crashes present. The Iowa DOT continues to utilize a systemic safety improvement process rather than relying on "hot spot" safety improvements.

Performance Measure	Five Year Rolling Averages	
	2014-2018 Baseline	2016-2020 Target ²
Number of Fatalities	337.4	345.8
Fatality Rate – per 100 million VMT	1.046	1.011
Number of Serious Injuries	1,499.1	1,396.2
Serious Injury Rate – per 100 million VMT	4.497	4.083
Non-Motorized Fatalities and Serious Injuries	134.2	138.1

*Ames Area MPO Targets adopted September 24, 2019

¹ <https://safety.fhwa.dot.gov/hsip/reports/pdf/2019/ia.pdf>

² Methodology for Iowa DOT FHWA Safety Targets https://iowadot.gov/systems_planning/fpmam/Iowa-2016-2020-safety-targets.pdf

TRANSIT SAFETY

Goal: Improve safety of all public transportation systems, specifically in the areas of fatalities, injuries, safety events (ex.: collisions, derailments), and system reliability.

Performance Measures

Goal Area	Transit Safety
Performance Measures	<ul style="list-style-type: none"> • Number of Fatalities • Number of Serious Injuries • Safety Events • System Reliability

Performance Targets

CyRide's Safety Plan, due by December 31, 2020 (deadline extended from July 20, 2020 due to COVID-19), will include processes and procedures to implement Safety Management Systems (SMS) at CyRide to anticipate future risks and detect problems before safety issues occur. This plan, which will be re-certified each year thereafter, will include strategies for minimizing the exposure of the public, personnel, and property to unsafe conditions and again include safety performance targets. SMS will support a data-based framework to identify and analyze safety hazards and risks to prioritize resources towards the mitigation of these issues. As CyRide's Safety Plan and safety performance targets are established for FY2021, this information will be shared annually with the Ames Area MPO as projects are prioritized within the Ames Area MPO's LRTP, TPWP and TIP.

PAVEMENT AND BRIDGE

Goal: Maintain the condition of pavement and bridges in a state of good repair.

Performance Measures

Goal Area	Pavement and Bridge
Performance Measures	<ul style="list-style-type: none"> • Percent of Interstate pavements in Good condition • Percent of Interstate pavements in Poor condition • Percent of non-Interstate NHS pavements in Good Condition • Percent of non-Interstate NHS pavements in Poor condition • Percent of NHS bridges classified as in Good condition • Percent of NHS bridges classified as in Poor condition

Performance Targets

Rather than setting its own pavement and bridge targets, the Ames Area MPO has chosen to support the Iowa DOT's pavement and bridge targets as submitted in the most recent baseline

period performance report³. The MPO supports those targets by reviewing and programming all Interstate and National Highway System projects within the MPO boundary that are included in the DOT's Transportation Improvement Program.

Any Iowa DOT sponsored pavement and bridge projects within the MPO area were determined in alignment with the Iowa Transportation Asset Management Plan (TAMP) and the pavement and bridge performance measures. The TAMP connects Iowa in Motion 2045 and system/modal plans to Iowa DOT's Five-Year Program and the STIP. Iowa in Motion 2045 defines a vision for the transportation system over the next 20 years, while the Five-Year Program and STIP identify specific investments over the next four to five years. The TAMP has a 10-year planning horizon and helps ensure that investments in the Five-Year Program and STIP are consistent with Iowa DOT's longer-term vision. Starting in 2019, the TAMP began to integrate the pavement and bridge performance targets.

The Iowa DOT conferred with numerous stakeholder groups, including the Ames Area MPO and local owners of NHS assets, as part of its target setting process. The methodology used to set targets used current and historical data on condition and funding to forecast future condition. Asset management focuses on performing the right treatment at the right time to optimize investments and outcomes. Management systems are utilized to predict bridge and pavement needs and help determine the amount of funding needed for stewardship of the system. The TAMP discusses the major investment categories that the Commission allocates funding through. Once the Commission approves the funding for these categories, Iowa DOT recommends the allocation of the funds to specific projects using the processes described in the TAMP. Pavement and bridge projects are programmed to help meet the desired program outcomes documented in the TAMP.

Performance Measure	2017 Baseline	4 Year Targets ⁴
Percentage of pavements of the Interstate System in Good condition	N/A	49.4%
Percentage of pavements of the Interstate System in Poor condition	N/A	2.7%
Percentage of pavements of the non-Interstate NHS in Good condition	50.9%	46.9%
Percentage of pavements of the non-Interstate NHS in Poor condition	10.6%	14.5%
Percentage of NHS bridges classified as in Good condition	48.9%	44.6%
Percentage of NHS bridges classified as in Poor condition	2.3%	3.2%

*Ames Area MPO Targets adopted September 25, 2018

³ 2018 Baseline Performance Period Report https://iowadot.gov/systems_planning/fpmam/2018-Baseline-Performance-Period-Report.pdf

⁴ Methodology Iowa DOT Pavement and Bridge Performance Measures https://iowadot.gov/systems_planning/fpmam/2018-2021-Pavement-Bridge-Targets.pdf

TRANSIT ASSET MANAGEMENT

Goal: Maintain the condition of public transit assets in a state of good repair.

Performance Measures

Goal Area	Transit Asset Management
Performance Measures	<ul style="list-style-type: none"> • Equipment: Percent of non-revenue vehicles met or exceeded Useful Life Benchmark • Rolling Stock: Percentage of revenue vehicles met or exceeded Useful Life Benchmark • Facilities: Percentage of assets with condition rating below 3.0 on FTA TERM scale • Infrastructure: (Not applicable)

Performance Targets

Public transit capital projects included in the STIP align with the transit asset management (TAM) planning and target setting processes undertaken by the Iowa DOT, transit agencies, and MPOs. The Iowa DOT establishes a group TAM plan and group targets for all small urban and rural providers while large urban providers establish their own TAM plans and targets. Investments are made in alignment with TAM plans with the intent of keeping the state’s public transit vehicles and facilities in a state of good repair and meeting transit asset management targets. The Iowa DOT allocates funding for transit rolling stock in accordance with the Public Transit Management System process. In addition, the Iowa DOT awards public transit infrastructure grants in accordance with the project priorities established in Iowa Code chapter 924. Additional state and federal funding sources that can be used by transit agencies for vehicle and facility improvements are outlined in the funding chapter of the Transit Manager’s Handbook. Individual transit agencies determine the use of these sources for capital and operating expenses based on their local needs.

CyRide, the transit agency within the Ames Area MPO, has established their own TAM plan and targets which they review and amend, if needed, each fall by October 1st. In March 2020, the Ames Area MPO adopted these transit asset management targets that also match CyRide TAM targets. The infrastructure performance measure element which FTA requires is limited to rail fixed guideway assets of which there is not any rail passenger service with Ames.

Class	2019 Target	2019 Year-End Results	2020 Performance Target	2021	2022	2023	2024
Rolling Stock 40'-60' Buses	35%	36%	33% of fleet exceeds CyRide's ULB of 15 yrs.	33%	33%	31%	33%
Rolling Stock Cutaways	67%	67%	67% of fleet exceeds FTA ULB of 8 yrs.	89%	89%	0%	0%
Equipment Shop Trucks	0%	50%	0% of fleet exceeds CyRide's ULB of 10 yrs.	0%	0%	0%	0%
Facilities Admin./Maint.Facility	0%	0%	0% of facilities rated under 3.0 on TERM scale	0%	0%	0%	0%
Facilities Ames Intermodal Facility	0%	0%	0% of facilities rated under 3.0 on TERM scale	0%	0%	0%	0%

*Ames Area MPO Targets adopted March 24, 2020

SYSTEM AND FREIGHT RELIABILITY

Goal: Achieve a significant reduction in congestion on the National Highway System.

Performance Measures

Goal Area	System and Freight Reliability
Performance Measures	<ul style="list-style-type: none"> • Percent of person-miles traveled on the Interstate that are reliable • Percent of person-miles traveled on the non-Interstate NHS that are reliable • Truck Travel Time Reliability Index

Performance Targets

Rather than setting its own system and freight reliability targets, the Ames Area MPO has chosen to support the Iowa DOT's system and freight reliability targets as submitted in the most recent baseline period performance report⁵. The MPO supports those targets by reviewing and programming all Interstate and National Highway System projects within the MPO boundary that are included in the DOT's Transportation Improvement Program.

The Iowa DOT conferred with numerous stakeholder groups, including the Ames Area MPO, as part of its target setting process. Variability within the existing travel time dataset was used to forecast future condition. Projects focused on improving pavement and bridge condition also often help improve system reliability and freight movement. Additional projects focused specifically on improving these areas of system performance are developed in alignment with the target-setting process for related performance measures, and the freight improvement strategies and freight investment plan included in the State Freight Plan. This plan includes a detailed analysis and prioritization of freight bottlenecks, which are locations that should be considered for further study and possibly for future improvements. The process also involved extensive input from State, MPO, RPA, and industry representatives. State projects identified in the freight investment plan and programmed in the STIP were highly-ranked freight bottlenecks.

Performance Measure	2017 Baseline	4 Year Targets ⁶
Percent of the person-miles traveled on the Interstate that are reliable	100%	99.5%
Percent of the person-miles traveled on the non-Interstate NHS that are reliable	N/A	95.0%
Truck Travel Time Reliability (TTTR) Index	1.12	1.14

*Ames Area MPO Targets adopted September 25, 2018

⁵ 2018 Baseline Performance Period Report https://iowadot.gov/systems_planning/fpmam/2018-Baseline-Performance-Period-Report.pdf

⁶ Methodology Iowa DOT System Performance and Freight Measures https://iowadot.gov/systems_planning/fpmam/2018-2021-System-Performance-Freight-Targets.pdf

Air Quality

The Clean Air Act requires the United States Environmental Protection Agency (EPA) to set limits on how much of a particular pollutant can be in the air anywhere in the United States. National Ambient Air Quality Standards (NAAQS) are the pollutant limits set by the Environmental Protection Agency; they define the allowable concentration of pollution in the air for six different pollutants: Carbon Monoxide, Lead, Nitrogen Dioxide, Particulate Matter, Ozone, and Sulfur Dioxide.

The Clean Air Act specifies how areas within the country are designated as either “attainment” or “non-attainment” of an air quality standard and provides the EPA the authority to define the boundaries of nonattainment areas. For areas designated as non-attainment for one or more National Ambient Air Quality Standards, the Clean Air Act defines a specific timetable to attain the standard and requires that non-attainment areas demonstrate reasonable and steady progress in reducing air pollution emissions until such time that an area can demonstrate attainment.

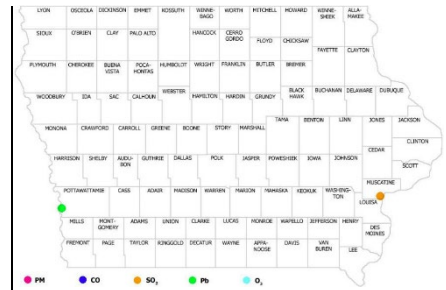


Figure 1. Iowa Non-Attainment Areas (2015)⁷

The Ames Area MPO does not exceed the National Ambient Air Quality Standards and is considered an attainment area.

No part of the Ames Area is within Nonattainment; therefore, it is not subject to air quality conformity requirements. However, the Ames Area MPO will perform activities to monitor and promote air quality issues in the region. The State of Iowa provides grant opportunities through the Iowa Clean Air Attainment Program (ICAAP) to promote air quality in Iowa’s transportation system.

Counties Designated "Nonattainment" or "Maintenance" for Clean Air Act's National Ambient Air Quality Standards (NAAQS) *

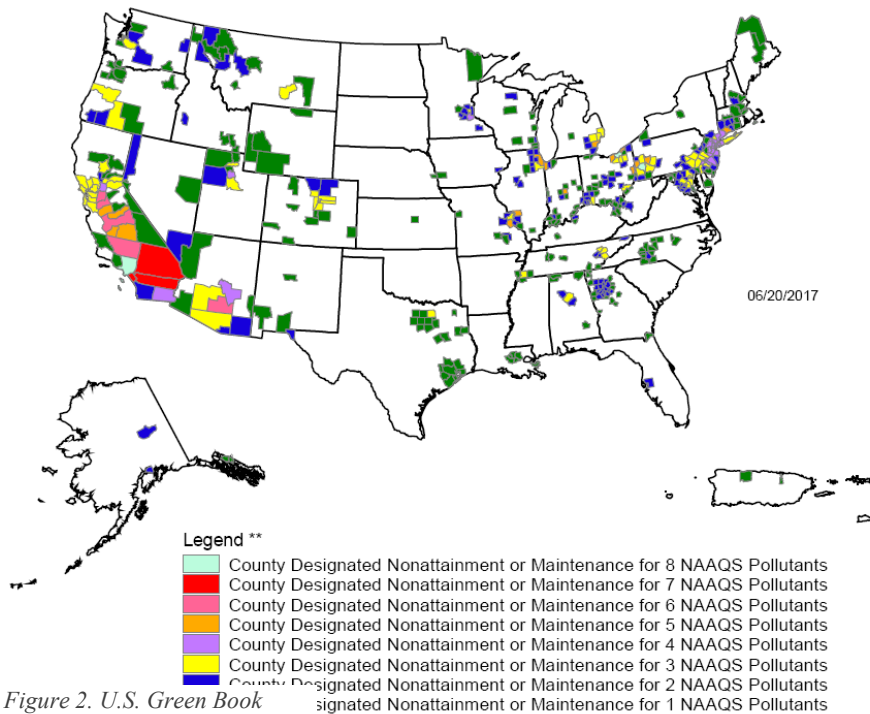
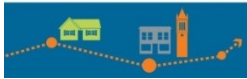


Figure 2. U.S. Green Book

⁷ Iowa Department of Natural Resources, Ambient Air Quality Improvements in Iowa, <https://www.iowadnr.gov/airmonitoring>

Regional Transportation Goals

During the planning process of the Ames Mobility 2040 Long Range Transportation Plan, the community identified six goals to guide the plan. Each goal had a number of objectives identified along with a measure to rank the effectiveness of the project towards reaching the regional goals.



A baseline was identified for each per performance measure for both 2015, the year of the plan, and 2040, the planning horizon year of the plan. The baseline served as the measure to evaluate potential projects to determine if the project would contribute to reaching the regional target.

CONNECTED, EFFICIENT, AND RELIABLE

Goal: Provide a connected transportation system that offers efficient and reliable mobility options for all modes of travel

Performance Measures

Goal Area	Connected, Efficient, and Reliable
Performance Measures	<ul style="list-style-type: none"> System Reliability / Reliability Index 80 (RI₈₀) Miles of On-Street Bicycle Facilities

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
System Reliability / Reliability Index 80 (RI ₈₀)	Arterial System: RI ₈₀ = 1.20 Freeway System: RI ₈₀ = 1.03	N/A	Address reliability issues at the two (2) NHS segments with poorest reliability
Miles of On-Street Bicycle Facilities	3.9 Miles On-Street Lanes / Paved Shoulders 57 Miles Shared-Use Paths / Sidepaths	11.1 Miles On-Street Lanes / Paved Shoulders 66 Miles Shared-Use Paths / Sidepaths	Increase the segment-mileage of on-street bicycle facilities by 100% compared to current levels

SAFETY

Goal: Provide a safe transportation system

Performance Measures

Goal Area	Safety
Performance Measures	<ul style="list-style-type: none"> Serious Injury / Fatal Crashes

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
Serious Injury / Fatal Crashes	< 2.6 fatal crashes/year < 20 major injury crashes/year	N/A	Address safety issues at five (5) locations with highest crash rates or most serious injury / fatal crashes.

ENVIRONMENT

Goal: Consider and mitigate the impacts of the transportation system on the natural and built environment

Performance Measures

Goal Area	Environment
Performance Measures	<ul style="list-style-type: none"> • VMT per Household • VHT per Household • Transit Mode Share

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
VMT per Household	41.6 daily VMT per household	49.7 daily VMT per household	2040 VMT per household grows by 10% or less compared to 2010 levels.
VHT per Household	1.00 daily VHT per household	1.28 daily VHT per household	2040 VHT per household grows 20% or less compared to 2010 levels.
Transit Mode Share	12.5% of all modeled (auto and transit) trips	12.0% of all modeled (auto and transit) trips	2040 transit mode share is higher than 2010 transit mode share.

ACCESSIBILITY

Goal: Provide an accessible transportation system that fits within the context of its surroundings and preserves community character

Performance Measures

Goal Area	Accessibility
Performance Measures	<ul style="list-style-type: none"> Household and Employment Proximity to Transit EJ Proximity to Transit Household and Employment Proximity to Bicycle Facilities EJ Proximity to Bicycle and Pedestrian Facilities

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
Household and Employment Proximity to Transit	Households: 74% Access; Employment: 77% Access	Households: 63% Access; Employment: 65% Access	Maintain housing and jobs proximity (¼ mile walk distance) within 5% of 2010 levels.
EJ Proximity to Transit	82% of EJ households	82% of EJ households	Maintain levels of transit proximity (within ¼ of a route) to EJ households within 5% of non-EJ households.
Household and Employment Proximity to Bicycle Facilities	Households: 75% Access; Employment: 67% Access	Households: 73% Access; Employment: 67% Access	Increase the percentage of employment and households within ¼ mile of bicycle facilities by 25%.
EJ Proximity to Bicycle and Pedestrian Facilities	88% of EJ households	88% of EJ households	Provide higher levels of bicycle facility proximity (within ¼ mile of a facility) to EJ households than non-EJ households.

ECONOMY AND GOODS MOVEMENT

Goal: Provide a transportation system that supports the regional economy and efficiently moves goods

Performance Measures

Goal Area	Economy and Goods Movement
Performance Measures	<ul style="list-style-type: none"> LOS / Congested Miles of Primary Freight Corridors

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
LOS / Congested Miles of Primary Freight Corridors	0.5 Miles	2.0 Miles	2040 congested miles of NHS lower than 2010

ASSET MANAGEMENT

Goal: Maintain transportation infrastructure in a state-of-good-repair

Performance Measures

Goal Area	Asset Management
Performance Measures	<ul style="list-style-type: none"> Pavement Condition Index (PCI) Bridge Condition (NBI Ratings) Transit State of Good Repair

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
Pavement Condition Index (PCI)	105 lane miles of state and Arterial/Collector Roads rated “poor”	N/A	Reconstruct federal-aid roadways rated poor.
Bridge Condition (NBI Ratings)	3 Structurally Deficient Bridges	N/A	Reconstruct structurally deficient bridges.
Transit State of Good Repair	10.9 years avg. vehicle age	35.9 years avg. vehicle age	Maintain avg. fleet age at 15 years old or newer.

Project Selection

Projects are selected from the Ames Mobility 2040 plan for awarding regional transportation funding. Projects identified for in the short-term (years 2016-2025) are prioritized for regional funds. The MPO solicits two applications for the two primary transportation programs: Surface Transportation Block Grant and Iowa's Transportation Alternatives Program.

SURFACE TRANSPORTATION BLOCK GRANT

The Surface Transportation Block Grant (STBG) is generally awarded to regional projects which improve capacity through construction, reconstruction and rehabilitation of the highway network. Projects are evaluated in the long-range plan based on the six goals of the plan.

IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM

Iowa's Transportation Alternatives Program (TAP) projects mainly consist of greenbelt trails. TAP projects are evaluated with the following criteria:

- Connectivity with existing facilities
- Cost in relation to public benefit
- Enhancement to existing transportation system
- Identified in the long-range transportation plan.

Applications for both STBG and TAP are made available on the Ames Area MPO website and distributed to MPO member agencies and to a publicly available e-mail distribution list.

Other programs include bridge projects consisting of necessary repairs recommended by the biennial Iowa Department of Transportation (Iowa DOT) bridge inspections. The Iowa DOT requires these inspections for bridges within the local jurisdiction of the Ames Area MPO. A candidate list is created by the Iowa DOT Office of Local Systems based on priority points ranking. Local agencies and the Ames Area MPO work with the Iowa DOT on programming necessary bridge projects based on priority and available funding.

APPLICATIONS FOR SUBMITTING PROJECTS

Instructions for submitting projects for STBG or TAP regional funds are posted by the first of the year on the MPO website. A news notification is distributed to members of the Transportation Technical Committee along with anyone who has signed up for e-notifications on the MPO website. In January 2020, 153 e-notifications were distributed for the STBG application announcement and the TAP application announcement.

Federal Transit Administration Planning Process

In addition to FHWA program projects, the TIP includes all projects which Federal Transit Administration (FTA) funding may be utilized. A portion of Federal fuel tax revenue is placed in the mass transit account of the Federal Highway Trust Fund. These funds, along with General Fund appropriations, are reserved for transit purposes and are administered by the Federal Transit Administration. The transit portion of the TIP was developed in cooperation with CyRide, the urban transit operator in the Ames Area MPO planning area. The following transit projects identified in the FFY 2021-2024 TIP were included within the Passenger Transportation Plan (PTP), meeting the requirement to have the Enhanced Mobility for Seniors and Individuals with Disabilities formulized Federal funding within an approved PTP prior to TIP approval. The following narrative describes the projects within the initial year of the plan.

FFY 2021 PROJECT JUSTIFICATION

GENERAL OPERATIONS (5307/STA)

This funding supports the day-to-day transit operations of the Ames Transit Authority from Ames' urbanized area formula apportionment, Small Transit Intensive Cities (STIC), and State Transit Assistance (STA) funding.

CONTRACTED PARATRANSIT (DIAL-A-RIDE) SERVICES (5310)

According to Federal regulations, public transit agencies providing fixed-route transit service in their community must also provide door-to-door transportation services within a ¾ mile area of that fixed-route service. Therefore, CyRide purchases transportation service for its Dial-A-Ride service operation in order to meet this American Disability Act (ADA) requirement. This service has been expanded to provide services beyond ADA to the entire city limits of Ames.

AUTOMATED VEHICLE ANNUNCIATOR LED SIGNAGE (5310)

In the fall 2019, CyRide integrated automated vehicle annunciator (AVA) system synced with voice annunciators (audible announcements only) to help keep all passengers, disability or not, better informed of where the bus is located along the bus route(s). This system was in response to a request from Iowa State University's Alliance for Disability Awareness group which communicated their desire to have more bus stops announced throughout the Ames' community. Bus drivers must comply with the Americans with Disability Act (ADA) laws and manually announce major transit locations along transit routes along with any stops the public request. While the annunciators were installed for audible announcements, there wasn't enough funding at time of implementation to deploy the visual LED signage within each bus. CyRide plans to install the visual signage for announcements in FY2021. This project is over and beyond ADA requirements.

ANNUNCIATOR ANNUAL SERVICE FEES (5310)

CyRide plans to utilize portions of its elderly & disabled funding towards its annual service fees for the automatic annunciator system to ensure compliance with its ADA announcement requirements. This is a non-traditional project but will allow compliance with the ADA law and improve awareness of where the bus is within the community for passenger's knowledge.

LIGHT DUTY BUS REPLACEMENTS (5310)

Two light duty 176” wheelbase buses have exceeded FTA guidelines for useful life. Bus numbers are: 00390 and 00391. These units will be replaced with light duty 176” wheelbase low-floor buses, equipped with cameras. These replacement vehicles will be ADA accessible.

HEAVY DUTY BUS REPLACEMENTS (5339)

Nine large forty-foot buses have exceeded FTA guidelines for useful life. Bus numbers are: 00957, 07125, 01140, 07132, 07123, 01141, 00958, 00956, 00955. These units will be replaced with 40’ heavy-duty buses, equipped with cameras. These replacement vehicles will be ADA accessible.

HEAVY DUTY ARTICULATED BUS EXPANSION (5307-STBG)

Currently, CyRide has six articulated buses within its bus fleet with a goal to attain a total of ten to operate on its #23 Orange Route. Specifically, this transit route carries the highest number of passengers of any route in the State of Iowa at nearly 1.8 million passengers. Over the next few years, CyRide will add Surface Transportation Block Grant (STBG) funding to an already approved contract for a 40-foot bus (federally funded with either CMAQ or 5339) awarded through the Iowa DOT and upgrade the purchase to an articulated (60-foot) bus expansion. The Ames Area Metropolitan Planning Organization has approved funding at \$225,000 for FY2021.

HEATING, VENTILATION AND AIR CONDITIONING FACILITY PROJECTS (PTIG)

CyRide is requesting phase two of its heating, ventilation and air conditioning projects from the Iowa DOT under its public transit infrastructure grant (PTIG) program specifically for:

- Maintenance Bay Ventilation Improvements
- Southwest Bus Storage HVAC Replacement.

These updates will provide substantial benefits to employees by providing better heating/cooling as well as ventilation and fresh air throughout the maintenance facility as recommended through a “Diesel Particulate Exposures at CyRide Bus Garage” study conducted in 2006. At that time, the study noted that the ventilation rates needed to be increase throughout the facility to decrease diesel particulate exposures and concentrations by a factor of four. CyRide plans to continue additional HVAC work into FY2022 for a final improvement project under phase three.

The request includes the following areas:

- #1 Multi-stack Unit Replacement (14 years old)
- #2 Bus Wash HVAC Equipment Replacement (17 years old)
- #3 Southwest Bus Storage HVAC Replacement (30 years old)
- #4 Shop Area Office HVAC Improvements (expansion)
- #5 Restroom/Storage 1983 RTU-12 Replacement (36 years old)

MAINTENANCE FACILITY EXPANSION

CyRide will be requesting BUILD funding to proceed with planning requirements towards readying itself toward construction of a second bus maintenance/storage facility to accommodate a total bus fleet of 125 buses – 65 at the new facility with the remainder at the present location. Currently, buses are parking outside the facility which is contrary to CyRide’s lease with Iowa State University.

Additionally, CyRide is landlocked and needing more space to store (park) and maintain buses and allow for future expansion of transit service within the Ames community. One of the critical issues is that maintenance (shop) stops servicing buses at 5 p.m. even though service is continued until midnight . The shop area is located directly in the middle of the facility and once buses are fueled and serviced for the evening, they are stored, i.e. parked, in the facility until service begins the next morning. Parked buses, after being fueled and serviced for the evening; restrict access to the shop and any mechanical issues are deferred until the next day due to not being able to access the shop to be fixed. Therefore, even though CyRide's services continue until midnight or beyond on most days throughout the year, buses cannot be repaired until the majority of buses are carefully unpacked from the facility the following day. Therefore, if there is a mechanical breakdown on a bus during night service, the bus is towed back to the facility and not serviced until the following day when the mechanics can drive the bus into the shop for repair. The BUILD planning request will be for real estate market analysis, environmental (NEPA) and historical analysis, land purchase on a preferred site and preliminary building design.

FINANCIAL ANALYSIS

Forecasts of Available Revenue

Projects in the Transportation Improvement Program are fully funded projects using Federal transportation funds or are regionally significant transportation projects. The TIP must demonstrate that all projects are within available funding amounts. The Ames Area MPO allocates regional transportation funds through the STBG, Iowa's TAP, and STBG-TAP-Flex programs. However, projects may also receive Federal or State funds through competitive grants.

REGIONAL TRANSPORTATION FUNDING

The Iowa Department of Transportation Office of Program Management provides the Ames Area MPO estimated STBG/STBG-Swap, Iowa's TAP, and STBG-TAP-Flex funding targets for each of the four years in the program. The MPO is also provided DOT statewide revenue estimates.

The FFY 2021 programming targets are \$1,725,427 for STBG, \$86,770 for Iowa's TAP, and \$66,179 for STBG-TAP-Flex. The project costs shown in the TIP are in year-of-expenditure (YOE) dollars. This is accomplished by developing an estimate of costs in the current bidding environment and then applying an inflation factor of 4 percent per year.

The Ames City Council has programmed city sponsored projects in the City of Ames 2020-2025 Capital Improvements Plan (CIP) for the local funding allocation. These funds are generated from the City of Ames annual Road Use Tax Fund (RUTF) distribution, Local Option Sales Tax, and General Obligation (GO) bonds.

The transit program does not have targets; therefore, the requests involve significant costs in the anticipation of maximizing the amounts received.

OTHER FEDERAL AND STATE FUNDING PROGRAMS

Transportation projects within the Ames region may also receive funding through Federal or State grant programs.

FEDERAL GRANT PROGRAMS

- Congestion Mitigation and Air Quality Improvement Program (CMAQ)
- Demonstration funding (DEMO)
- Highway Safety Improvement Program (HSIP)
- Metropolitan Planning Program (PL)
- National Highway Performance Program (NHPP)
- State Planning and Research (SPR)
- Federal Lands Access Program (FLAP)
- Tribal Transportation Program (TTP)

- National Highway Freight Program (NHFP)

STATE ADMINISTERED GRANT PROGRAMS

- City Bridge Program
- Highway Safety Improvement Program – Secondary (HSIP-Secondary)
- Iowa Clean Air Attainment Program (ICAAP)
- Recreational Trail Program
- Iowa's Transportation Alternatives Program

FEDERAL AND STATE TRANSIT FUNDING PROGRAMS

- Metropolitan Transportation Planning Program (Section 5303 and 5305)
- Statewide Transportation Planning Program (Section 5304 and 5305)
- Urbanized Area Formula Grants Program (Section 5307)
- Bus and Bus Facilities Program (Section 5339)
- Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310)
- Nonurbanized Area Formula Assistance Program (Section 5311)
- Rural Transit Assistance Program (RTAP) (Section 5311(b)(3))
- TAP Flexible Funds
- State Transit Assistance (STA)
 - STA Special Projects
 - STA Coordination Special Projects
- Public Transit Infrastructure Grant Fund

IOWA DEPARTMENT OF TRANSPORTATION REVENUE ESTIMATES

Each year prior to development of the Iowa DOT's Five-Year Program and the Statewide Transportation Improvement Program both state and Federal revenue forecasts are completed to determine the amount of funding available for programming. These forecasts are a critical component in the development of the Five-Year Program and as such are reviewed with the Iowa Transportation Commission. The primary sources of state funding to the DOT are the Primary Road Fund and TIME-21 Fund. These state funds are used for the operation, maintenance and construction of the Primary Road System. The amount of funding available for operations and maintenance are determined by legislative appropriations. Additional funding is set aside for statewide activities including engineering costs. The remaining funding is available for right of way and construction activities associated with the highway program.

Along with the state funds, the highway program utilizes a portion of the Federal funds that are allocated to the state. A Federal funding forecast is prepared each year based on the latest apportionment information available. This forecast includes the various Federal programs and identifies which funds are allocated to the Iowa DOT for programming and which funds are directed to locals through the MPO/RPA planning process, Highway Bridge Program and various grant programs. Implementation of a Federal aid swap will increase the amount of Federal funds that are utilized by the Iowa DOT.

More information about the Program Management Bureau's Five-Year Program can be found online at:

https://iowadot.gov/program_management/five-year-program

Fiscal Constraint Tables

Table 1a: Summary of Costs and Federal Aid

PROGRAM	2021		2022		2023		2024	
	Total Cost	Federal Aid	Total Cost	Federal Aid	Total Cost	Federal Aid	Total Cost	Federal Aid
PL	\$125,000	\$100,000	\$125,000	\$100,000	\$125,000	\$100,000	\$125,000	\$100,000
STBG	\$850,000	\$225,000	\$850,000	\$225,000	\$850,000	\$225,000	\$850,000	\$225,000
TAP	\$1,856,000	\$559,000	\$681,000	\$159,000	\$0	\$0	\$0	\$0
NHPP	\$0	\$0	\$10,404,000	\$8,324,000	\$9,141,000	\$7,313,000	\$0	\$0
CMAQ	\$1,470,685	\$1,176,548	\$0	\$0	\$0	\$0	\$0	\$0
STBG-HBP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Table 2b: Summary of Costs and SWAP Aid

PROGRAM	2021		2022		2023		2024	
	Total Cost	SWAP	Total Cost	SWAP	Total Cost	SWAP	Total Cost	SWAP
SWAP-HBP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STBG-SWAP	\$4,900,000	\$3,490,000	\$5,700,000	\$2,500,000	\$2,400,000	\$1,686,000	\$0	\$0

Table 3: STBG/STBG-Swap Fiscal Constraint

	2021	2022	2023	2024
UNOBLIGATED BALANCE (CARRYOVER)	\$3,564,337	\$1,640,943	\$601,943	\$442,943
STBG/SWAP TARGET	\$1,725,427	\$1,686,000	\$1,686,000	\$1,686,000
STBG-TAP-FLEX TARGET	\$66,179	\$0	\$66,000	\$0
SUBTOTAL	\$5,355,943	\$3,326,943	\$2,353,943	\$2,128,943
PROGRAM FUNDS	\$3,715,000	\$2,725,000	\$1,911,000	\$225,000
BALANCE	\$1,640,943	\$601,943	\$442,943	\$1,903,943

Table 4: STBG-TAP Fiscal Constraint

	2021	2022	2023	2024
UNOBLIGATED BALANCE (CARRYOVER)	\$483,988	\$11,758	\$5,758	\$92,758
SYSTEMTAP TARGET	\$86,770	\$87,000	\$87,000	\$87,000
STBG-TAP-FLEX TARGET	\$0	\$66,000	\$0	\$66,000
SUBTOTAL	\$570,758	\$164,758	\$92,758	\$245,758
PROGRAM FUNDS	\$559,000	\$159,000	\$0	\$0
BALANCE	\$11,758	\$5,758	\$92,758	\$245,758

Table 5: Forecasted Operations and Maintenance (O&M) Costs on the Federal-Aid System

SOURCE: 2019 CITY STREET FINANCE REPORT	2021	2022	2023	2024
CITY OF AMES TOTAL OPERATIONS	\$915,153	\$949,048	\$982,942	\$1,016,837
CITY OF AMES TOTAL MAINTENANCE	\$1,690,182	\$1,752,781	\$1,815,380	\$1,877,980
CITY OF GILBERT TOTAL OPERATIONS	\$4,943	\$5,126	\$5,309	\$5,492
CITY OF GILBERT TOTAL MAINTENANCE	\$6,395	\$6,632	\$6,868	\$7,105
IOWA DOT TOTAL OPERATIONS AND MAINTENANCE	\$718,852	\$742,106	\$765,973	\$789,431
TOTAL O&M	\$3,335,525	\$3,455,692	\$3,576,473	\$3,696,845

Table 6: Forecasted Non-Federal Aid Revenue

SOURCE: 2019 CITY STREET FINANCE REPORT	2021	2022	2023	2024
CITY OF AMES TOTAL RUTF RECEIPTS	\$8,226,831	\$8,531,528	\$8,836,226	\$9,140,923
CITY OF AMES TOTAL OTHER ROAD MONIES RECEIPTS	\$6,031,137	\$6,254,512	\$6,477,888	\$6,701,263
CITY OF AMES TOTAL RECEIPTS SERVICE DEBT	\$16,590,742	\$17,205,214	\$17,819,686	\$18,434,158
CITY OF GILBERT TOTAL RUTF RECEIPTS	\$150,961	\$156,552	\$162,144	\$167,735
CITY OF GILBERT TOTAL OTHER ROAD MONIES RECEIPTS	\$24,675	\$25,589	\$26,503	\$27,416
CITY OF GILBERT TOTAL RECEIPTS SERVICE DEBT	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL NON-FEDERAL AID ROAD FUND RECEIPTS	\$31,024,346	\$32,173,396	\$33,322,445	\$34,471,495

Table 7: Iowa DOT Five-Year Program Funding

	(\$ MILLIONS)			
REVENUES	2021	2022	2023	2024
PRIMARY ROAD FUND	\$708.60	\$719.00	\$721.20	\$725.80
TIME-21	\$135.00	\$135.00	\$135.00	\$135.00
MISCELLANEOUS	\$25.00	\$25.00	\$25.00	\$25.00
FEDERAL AID	\$393.80	\$365.70	\$365.70	\$365.70
TOTAL	\$1,262.40	\$1,244.70	\$1,246.90	\$1,251.50
STATEWIDE ALLOCATIONS	2021	2022	2023	2024
OPERATIONS & MAINTENANCE	\$352.40	\$363.80	\$375.50	\$387.00
CONSULTANT SERVICES	\$85.00	\$85.00	\$85.00	\$85.00
CONTRACT MAINTENANCE	\$35.40	\$35.40	\$35.40	\$35.40
RAILROAD CROSSING PROTECTION	\$5.00	\$5.00	\$5.00	\$5.00
MISCELLANEOUS PROGRAMS	\$45.30	\$45.30	\$45.30	\$45.30
TOTAL	\$523.10	\$534.50	\$546.20	\$557.70
FUNDS AVAILABLE FOR ROW/CONSTRUCTION	2021	2022	2023	2024
TOTAL	\$739.30	\$710.20	\$700.70	\$693.80

FFY 2020 PROJECT STATUS REPORT

	TPMS	Location	In \$1,000s		Status	Sponsor
			Awarded	Total		
STBG	16032	In Ames, S Grand Ave from Squaw Creek Dr South 0.1 mile to S 5 th St., and S 5 th St. from S Grand to S Duff	2,396	3,040	Authorized (Let Date: 7/16/19)	City of Ames
STBG	36986	In Ames, S Grand Ave. from 0.1 miles north of S 16 th St North 0.54 miles to S 5 th Street	5,300	12,500	Authorized (Let Date: 2/18/20)	City of Ames
STBG	35617	CyRide: Vehicle Replacement	225	800	Authorized	CyRide
TAP	37446	In Ames, SW greenbelt trail from Beedle Dr. east 0.94 miles to Intermodal Facility	159	400	Authorized (Est. Sep. Letting)	City of Ames
TAP	14983	In Ames, Skunk River Trail from SE 16 th St to East Lincoln Way	160	521	Rolled over to FFY 2021	City of Ames
TAP	21260	In Ames, Skunk River Trail from SE 16 th St to East Lincoln Way	240	835	Rolled over to FFY 2021	City of Ames
PL	34214	Transportation Planning Funds	100	125	Ongoing	City of Ames

CHANGING AN APPROVED TIP

Often after development and subsequent adoption of the TIP, changes may need to be made to the list of programmed projects. Examples of changes might be adding or deleting projects, moving a project between years in the TIP, adjusting project cost, or changing the vehicle numbers of transit vehicles.

A major requirement of a project receiving Federal transportation funds is for the project to be included in the TIP and Statewide Transportation Improvement Program (STIP). Once a project has received Federal Authorization for construction it does not need to be included in the TIP. This is one of two major reasons for adding or deleting a project from the TIP. The other major reason for adding a project is the awarding of a grant for a project, which can happen throughout the year. Projects programmed through the STBG-SWAP program will be included in the TIP as informational items and modifications to these projects will be pursued using the following revision processes as outlined.

Changes to the TIP are classified as either **amendments** or **administrative modifications** and are subject to different AAMPO Transportation Policy Committee and public review procedures.

Amendments

Amendments are major changes involving the following:

Project Cost: Projects in which the recalculated project costs increase Federal aid by more than 30 percent or increase the Federal aid by more than \$2 million from the original amount.

Schedule Changes: Projects added or deleted from the TIP.

Funding Source: Projects receiving additional Federal funding sources.

Scope Changes: Changing the project termini, project alignment, the amount of through traffic lanes, type of work from an overlay to reconstruction, or a change to include widening of the roadway.

Amendments are presented to the Transportation Policy Committee and a public comment period is opened, which lasts until the next policy committee meeting (the Transportation Policy Committee meets on an as needed basis, giving a 3-4 week public comment period). Public comments are shared with the Transportation Policy Committee and action is taken on the amendment.

Administrative Modifications

Administrative Modifications are minor changes involving the following:

Project Cost: Projects in which the recalculated project costs do not increase Federal aid by more than 30 percent or does not increase the Federal aid by more than \$2 million from the original amount.

Schedule Changes: Changes in schedule for projects included in the first four years of the TIP.

Funding Source: Changing funding from one source to another.

Scope Changes: All changes to the scope require an amendment.

Administrative modifications are processed internally and are shared with the Transportation Policy Committee and the public as information items.

HIGHWAY PROGRAM (FFY 2021-2024)

PL

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
34214	RGPL-PA22(RTP)--PL-85	Draft TIP	Total	\$125,000	\$125,000	\$125,000	\$125,000	\$500,000
MPO 22 / AAMPO	Trans Planning	Approved	Federal Aid	\$100,000	\$100,000	\$100,000	\$100,000	\$400,000
	9514 - Trans Planning		Regional					
			Swap					

STBG

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
36918	RGTR-0155()--ST-85	Draft TIP	Total	\$850,000				\$850,000
MPO 22 / AAMPO	CyRide: Vehicle Replacement	Approved	Federal Aid	\$225,000				\$225,000
	9513 - Transit Investments		Regional	\$225,000				\$225,000
			Swap					
38304	RGTR-0155()--ST-85	Draft TIP	Total		\$850,000			\$850,000
MPO 22 / AAMPO	CyRide: Vehicle Replacement	Approved	Federal Aid		\$225,000			\$225,000
	9513 - Transit Investments		Regional		\$225,000			\$225,000
			Swap					
37442	RGTR-0155()--ST-85	Draft TIP	Total			\$850,000		\$850,000
MPO 22 / AAMPO	CyRide Vehicle Replacement	Approved	Federal Aid			\$225,000		\$225,000
	9513 - Transit Investments		Regional			\$225,000		\$225,000
			Swap					
45238	RGTR-0155()--ST-85	Draft TIP	Total				\$850,000	\$850,000
MPO 22 / AAMPO	CyRide: Vehicle Replacement	Approved	Federal Aid				\$225,000	\$225,000
	9513 - Transit Investments		Regional				\$225,000	\$225,000
			Swap					

SWAP-STBG

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
36919	STBG-SWAP-0155()--SG-85	Draft TIP Approved	Total	\$2,400,000				\$2,400,000
Ames	In the city of Ames, On Cherry Avenue, from E Lincoln Way South .4 Miles to Southeast 5th Street,		Federal Aid					
	1001 - Grade and Pave		Regional	\$1,890,000				\$1,890,000
			Swap	\$1,890,000				\$1,890,000
36927	STBG-SWAP-0155()--SG-85	Draft TIP Approved	Total	\$2,500,000				\$2,500,000
Ames	In the city of Ames, On East 13th Street, from Duff Avenue East .4 Miles to Meadowlane Avenue,		Federal Aid					
	1509 - Pavement Rehab		Regional	\$1,600,000				\$1,600,000
			Swap	\$1,600,000				\$1,600,000
35616	STBG-SWAP-0155()--SG-85	Draft TIP Approved	Total		\$1,500,000			\$1,500,000
Ames	In the city of Ames, On North Dakota Avenue, from Ontario Street North 0.17 Miles to Union Pacific Railroad Tracks		Federal Aid					
	1005 - Pave		Regional		\$900,000			\$900,000
			Swap		\$900,000			\$900,000
38303	STBG-SWAP-0155()--SG-85	Draft TIP Approved	Total		\$4,200,000			\$4,200,000
Ames	In the city of Ames, On Stange Rd and 24TH ST, from Blankenburg Dr North .4 Miles to 24th ST and East .8 Miles to RR,		Federal Aid					
	1001 - Grade and Pave		Regional		\$1,600,000			\$1,600,000
			Swap		\$1,600,000			\$1,600,000
45233	STBG-SWAP-0155()--SG-85	Draft TIP Approved	Total			\$2,400,000		\$2,400,000
Ames	In the city of Ames, on Lincoln Way, from Dotson Dr to S Franklin Ave		Federal Aid					
	1001 - Grade and Pave		Regional			\$1,686,000		\$1,686,000
			Swap			\$1,686,000		\$1,686,000

STBG-TAP

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
38306	TAP-U-0155()-8I-85	Draft TIP	Total	\$500,000				\$500,000
Ames	In the city of Ames, On Vet Med Trail, from S Grand Ave South .53 Miles to S 16th St,	Approved	Federal Aid	\$159,000				\$159,000
	9509 - Ped/Bike Grade & Pave		Regional	\$159,000				\$159,000
			Swap					
21260	TAP-U-0155(SE16TH)-8I-85	Draft TIP	Total	\$835,000				\$835,000
Ames	Skunk River Trail: From SE 16th Street to East Lincoln Way	Approved	Federal Aid	\$240,000				\$240,000
	9510 - Ped/Bike Structures, 9511 - Ped/Bike Miscellaneous		Regional	\$240,000				\$240,000
			Swap					
14983	TAP-U-0155(SE16th)-8I-85	Draft TIP	Total	\$521,000				\$521,000
Ames	In the City of Ames, Skunk River Trail: From SE 16th Street to East Lincoln Way	Approved	Federal Aid	\$160,000				\$160,000
	9509 - Ped/Bike Grade & Pave		Regional	\$160,000				\$160,000
			Swap					
DOT Note: Project eligible for FHWA TAP funding								
19249	TAP-U-0155()-8I-85	Draft TIP	Total		\$681,000			\$681,000
Ames	Squaw Creek: From Skunk River to S. Duff Avenue	Approved	Federal Aid		\$159,000			\$159,000
	9509 - Ped/Bike Grade & Pave		Regional		\$159,000			\$159,000
			Swap					

SWAP-CMAQ

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
45239	ICAAP-SWAP-0155(702)-SH-85	Draft TIP	Total	\$1,470,685				\$1,470,685
Ames	First Phase Deployment Ames Traffic Signal Master Plan	Approved	Federal Aid					
	5041 - Traffic Signals		Regional	\$1,176,548				\$1,176,548
			Swap	\$1,176,548				\$1,176,548

PRF

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
38031	BRFN-69()-39-85	Draft TIP Approved	Total		\$265,000			\$265,000
Iowa Department of Transportation	US69: GRAND AVE IN AMES 0.1 MI N OF LINCOLN WAY		Federal Aid					
	2522 - Bridge Deck Overlay		Regional					
			Swap					
45416	IMN-35()-0E-85	Draft TIP Approved	Total		\$1,800,000			\$1,800,000
Iowa Department of Transportation	I-35: US 30 AND CO RD E15 INTERCHANGE RAMPS		Federal Aid					
	1509 - Pavement Rehab		Regional					
			Swap					
45391	IMN-35()-0E-85	Draft TIP Approved	Total			\$2,400,000		\$2,400,000
Iowa Department of Transportation	I-35: US 30 TO CO RD D59 (SB)		Federal Aid					
			Regional					
			Swap					

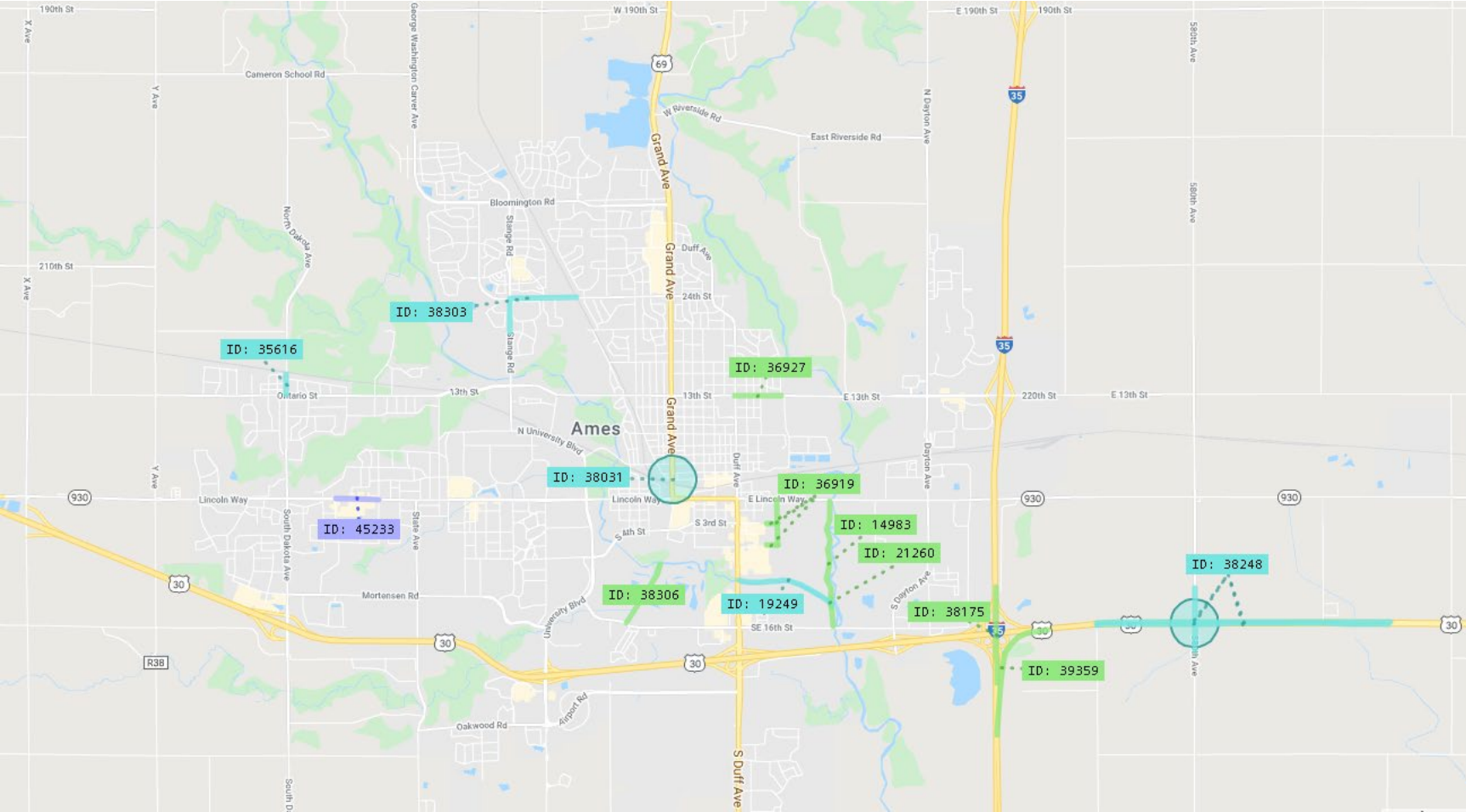
TRANSIT PROGRAM (FFY 2021-2024)

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY21	FY22	FY23	FY24
5307	Ames	5575 Capital Expansion	Heavy Duty Articulated Bus Diesel, UFRC, VSS, Low Floor, BioDiesel	Total	281,250	281,250	281,250	
				FA	225,000	225,000	225,000	
				SA				
5339	Ames	6010 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00957	Total	513,032			
				FA	436,077			
				SA				
5310	Ames	6012 Operations Misc	Annunciator Annual Service Fees	Total	82,146	94,000	94,000	94,000
				FA	65,714	75,200	75,200	75,200
				SA				
PTIG	Ames	6013 Capital Rehabilitation	Maintenance Bay Ventilation Improvements	Total	281,346			
				FA				
				SA	225,077			
PTIG	Ames	6014 Capital Rehabilitation	HVAC Rehabilitation	Total	187,574	307,329		
				FA				
				SA	150,059	245,863		
5310	Ames	5100 Capital Expansion	Annunciators LED Signage	Total	126,720			
				FA	101,376			
				SA				
5339	Ames	4044 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07125	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4045 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 01140	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4046 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07132	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4047 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07123	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4048 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 01141	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4049 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00958	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4660 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00956	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4662 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00955	Total	513,032			
				FA	436,077			
				SA				
STA, 5307	Ames	914 Operations Misc	General Operations	Total	12,086,406	12,569,863	13,072,657	13,595,563
				FA	2,593,894	2,697,650	2,805,556	2,917,778
				SA	809,363	841,738	875,407	910,423

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY21	FY22	FY23	FY24
5310	Ames	919 Capital Misc	Contracted Paratransit Service	Total	175,000	187,500	187,500	187,500
				FA	140,000	150,000	150,000	150,000
				SA				
5310	Ames	5570 Capital Replacement	Light Duty Bus (176" wb) UFRC, VSS, Low Floor Unit #: 00390	Total	156,198			
				FA	124,958			
				SA				
5310	Ames	5571 Capital Replacement	Light Duty Bus (176" wb) UFRC, VSS Unit #: 00391	Total	156,198			
				FA	124,958			
				SA				
PTIG	Ames	6034 Capital Rehabilitation	Bus Vehicle Exhaust Modifications	Total		168,708		
				FA		134,966		
				SA				
5310	Ames	920 Capital Replacement	Associated Transit Improvements	Total		50,000	50,000	50,000
				FA		40,000	40,000	40,000
				SA				
5339	Ames	4663 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00954	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	4664 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00953	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	4665 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00972	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	4666 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00974	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	5097 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00970	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	5098 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00971	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	5099 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00977	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	4661 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00975	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	5555 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00973	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5563 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00976	Total			538,320	
				FA			457,572	
				SA				

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY21	FY22	FY23	FY24
5339	Ames	5564 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00950	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5565 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00952	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5566 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00951	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5567 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00949	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5568 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00504	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5569 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00502	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	3314 Capital Expansion	Maintenance Facility Expansion	Total			6,300,166	
				FA			5,000,000	
				SA				
5339	Ames	6015 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00501	Total				559,853
				FA				475,875
				SA				
5339	Ames	6016 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00503	Total				559,853
				FA				475,875
				SA				
5339	Ames	6017 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00188	Total				559,853
				FA				475,875
				SA				
5339	Ames	6018 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00186	Total				559,853
				FA				475,875
				SA				
5339	Ames	6019 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00189	Total				559,853
				FA				475,875
				SA				
5339	Ames	6020 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00187	Total				559,853
				FA				475,875
				SA				
5339	Ames	6021 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00785	Total				559,853
				FA				475,875
				SA				
5339	Ames	6022 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00762	Total				559,853
				FA				475,875
				SA				

Project Location Map



SELF-CERTIFICATION OF THE MPO PLANNING PROCESS

AMES AREA METROPOLITAN PLANNING ORGANIZATION ANNUAL SELF-CERTIFICATION

In accordance with 23 CFR 450.334, the STATE DEPARTMENT OF TRANSPORTATION and the Ames Area Metropolitan Planning Organization for the Ames, Iowa urbanized area(s) hereby certify that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

- (1) 23 U.S.C. 134, 49 U.S.C. Section 5303, and 23 CFR Part 450;
- (2) In nonattainment and maintenance areas, Sections 174 and 176(c) and (d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c) and (d) and 40 CFR 93);
- (3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
- (4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity;
- (5) Section 1101(b) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Pub. L. 109-59) regarding the involvement of Disadvantaged Business Enterprises in FHWA and FTA funded planning;
- (6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- (7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and 49 CFR parts 27,37, and 38, and USDOT implementing regulation;
- (8) Older Americans Act, as amended (42 U.S.C. 6101);
- (9) 23 U.S.C. 324, regarding prohibition of discrimination based on gender; and
- (10) Section 504 of the Rehabilitation Act of 1973 and 49 CFR Part 27, regarding discrimination against individuals with disabilities.

For AAMPO:



John Haila, Chair
Transportation Policy Committee

3-24-2020
Date

RESOLUTION OF APPROVAL

[INSERT RESOLUTION OF APPROVAL]

Ames Area MPO Policy Committee Presentation

07/14/20



Vision, Goals & Objectives Input

Issues / Visioning Process

Multiple Sources of Input

- Regional Travel Survey
- In-Person Visioning Open House
- Online Visioning Open House
- Transportation Technical Committee

Regional Travel Survey

Purpose:

- Perceptions on transportation issues
- Methods of transportation used
- Concerns regarding traffic safety

Method:

- Random sample of residents
- 404 surveys completed
- +/- 4.8% at the 95% level of confidence

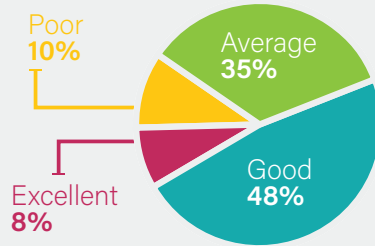
The **Ames Area Metropolitan Planning Organization (AAMPO)** conducted a regional transportation survey of residents during fall 2019 in support of the Forward 2045 Metropolitan Transportation Plan update.

404 people were surveyed regarding multi-modal transportation issues and opportunities relating to transportation planning and improvements within the region. Survey results told a story about how Ames residents feel about the **current state of the transportation system** and hopes for the **future of the transportation system**.

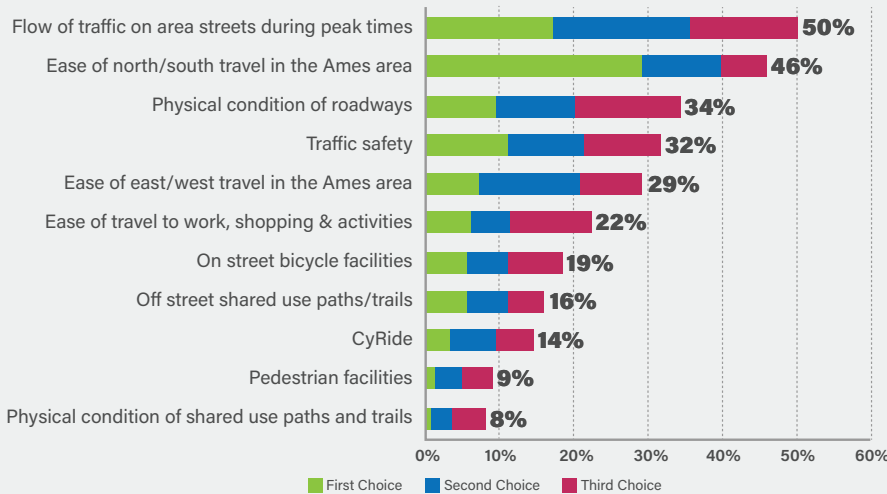
The Current Ames Transportation System

Overall

Would you rate the transportation system in the Ames area as excellent, good, average, or poor?



Most important transportation issues:



Key sentiment across multiple modes:



ROADWAYS

- 30% of respondents are dissatisfied with the physical condition of roadways.



BICYCLE FACILITIES

- 19% of respondents feel safe or very safe on major streets without bike lanes.
- 42% of respondents feel safe or very safe on streets with an on-street bike lane.
- 79% of respondents feel safe or very safe on shared use paths or trails.



PEDESTRIAN FACILITIES

- 74% of respondents feel safe or very safe walking or using a wheelchair on shared-use paths or trails where they live.

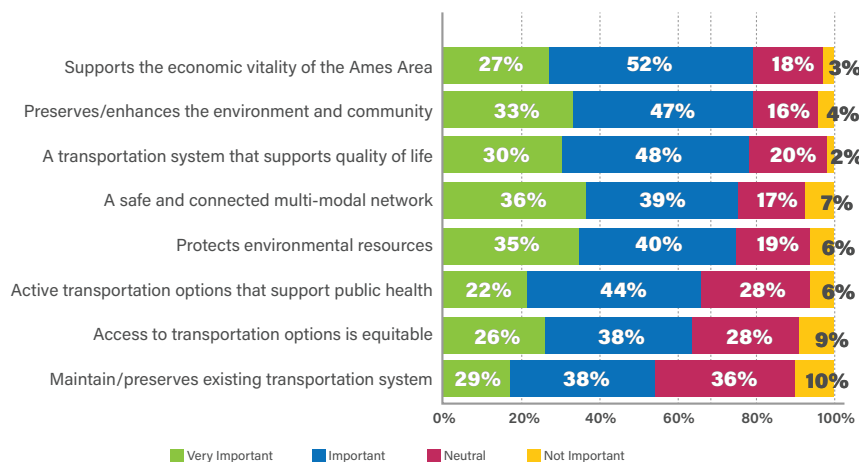


TRANSIT

- 76% of respondents rate the availability of public transit in Ames good or excellent.

The Future of the Ames Transportation System

Importance of Long-Range Goals:



As the AAMPO plans for the future, the most important characteristics to consider for the Ames transportation system include:

- Facilitating reliable & efficient travel
- Providing safe transportation options
- Ensuring ease of connecting to destinations

Visioning Open House Results

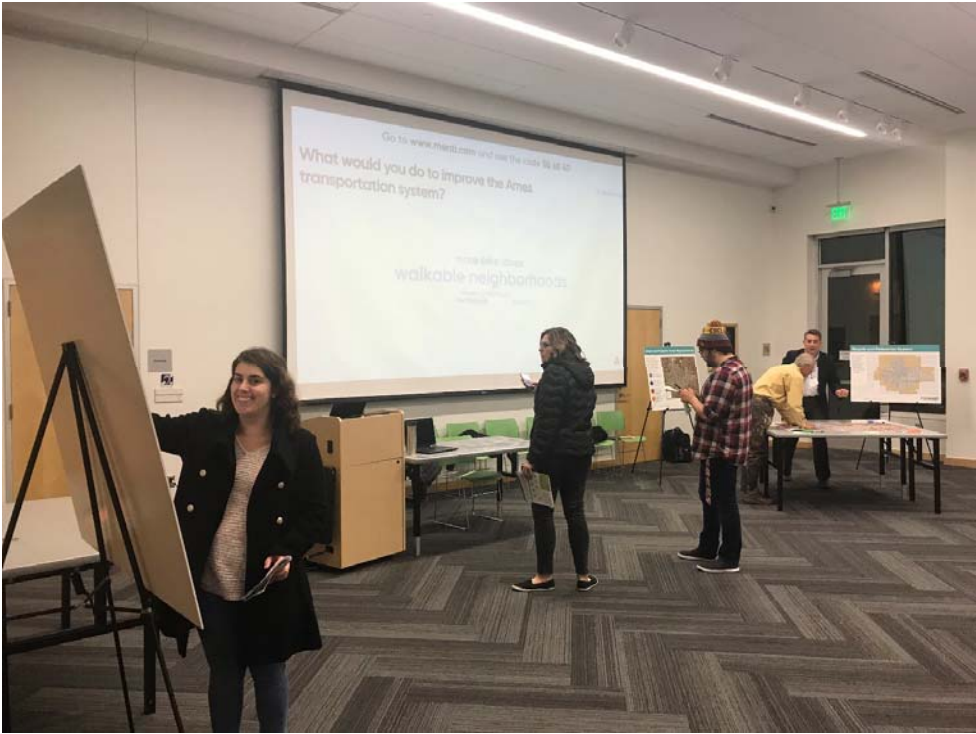
In-Person Visioning Open House

- November 14, 2019 at the Ames Public Library
- Approximately **40** in-person attendees

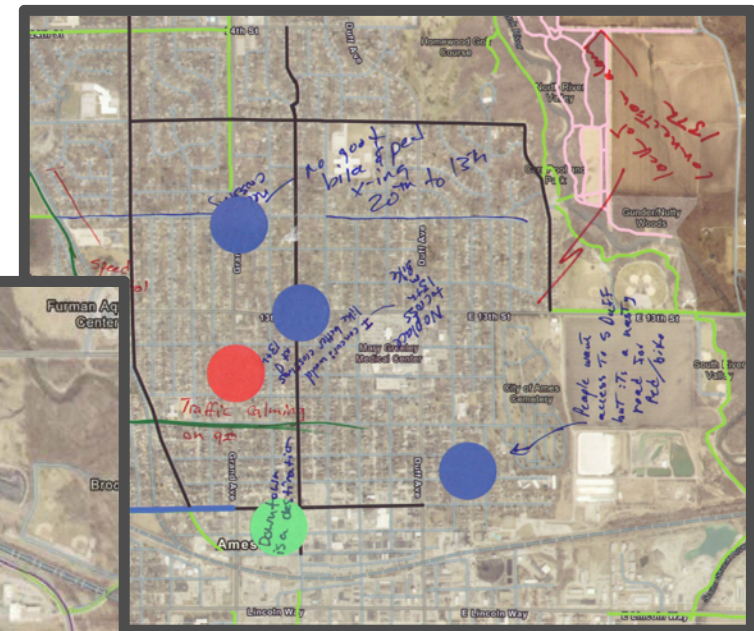
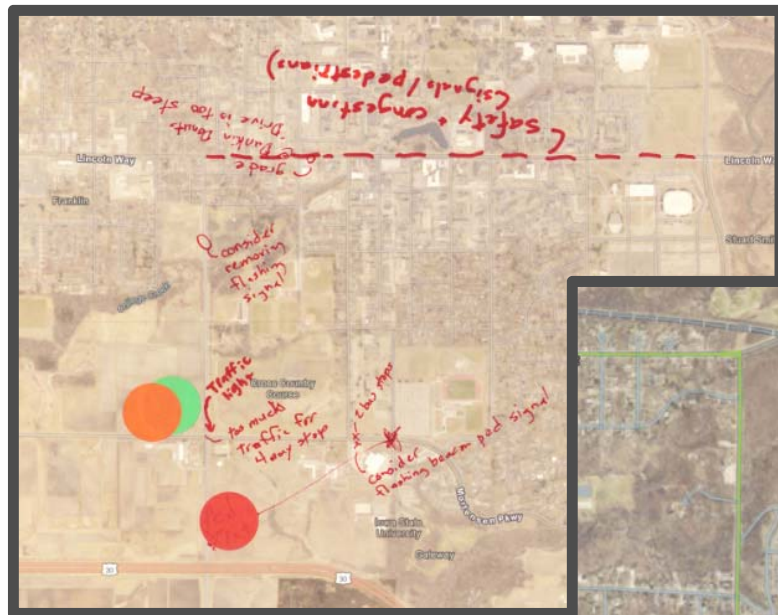
Online Visioning Open House

- Open November 14 – November 27, 2019
- **91** total visits

Visioning Open House Results



Issues Mapping Exercise



Visioning Open House Results

What would you do to improve the Ames transportation system?

Mentimeter



Transportation Vision Priorities Excercise

ACCESSIBLE

The ease of connecting people to goods and services in the Ames area, as well as providing choices for different modes of transportation (car, bike, bus, etc.)

SAFETY

Reducing the risk of harm to users of the Ames transportation system

HEALTH

Supporting mobility choices that improve personal and community health and well-being

SUSTAINABLE

Reducing or eliminating negative environmental impacts from the Ames transportation system and promoting financially sustainable investments

EFFICIENCY AND RELIABILITY

Provide for the efficient and reliable movement of people, services, and goods

PLACEMAKING

Integrating the transportation system with land use to create well-designed places and complete communities

INNOVATIVE

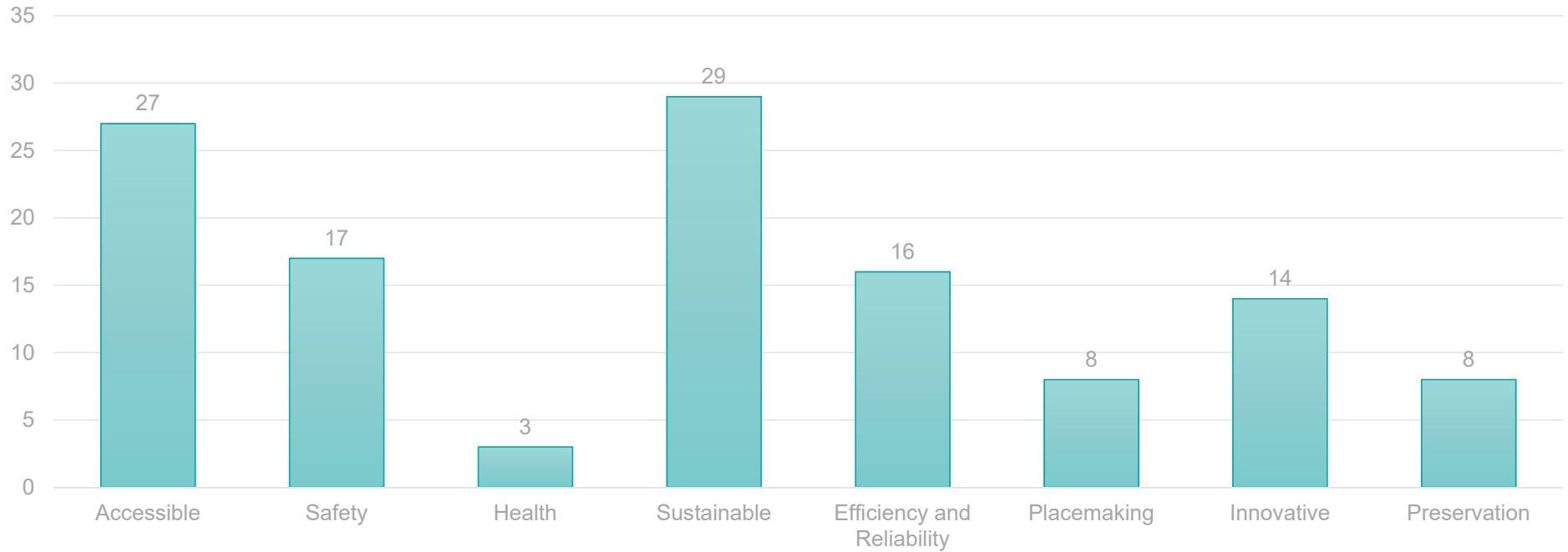
Incorporate emerging trends and technologies into the transportation system

PRESERVATION

Maintain the existing transportation system in a state of good repair

Visioning Open House Results

Transportation Vision Priorities

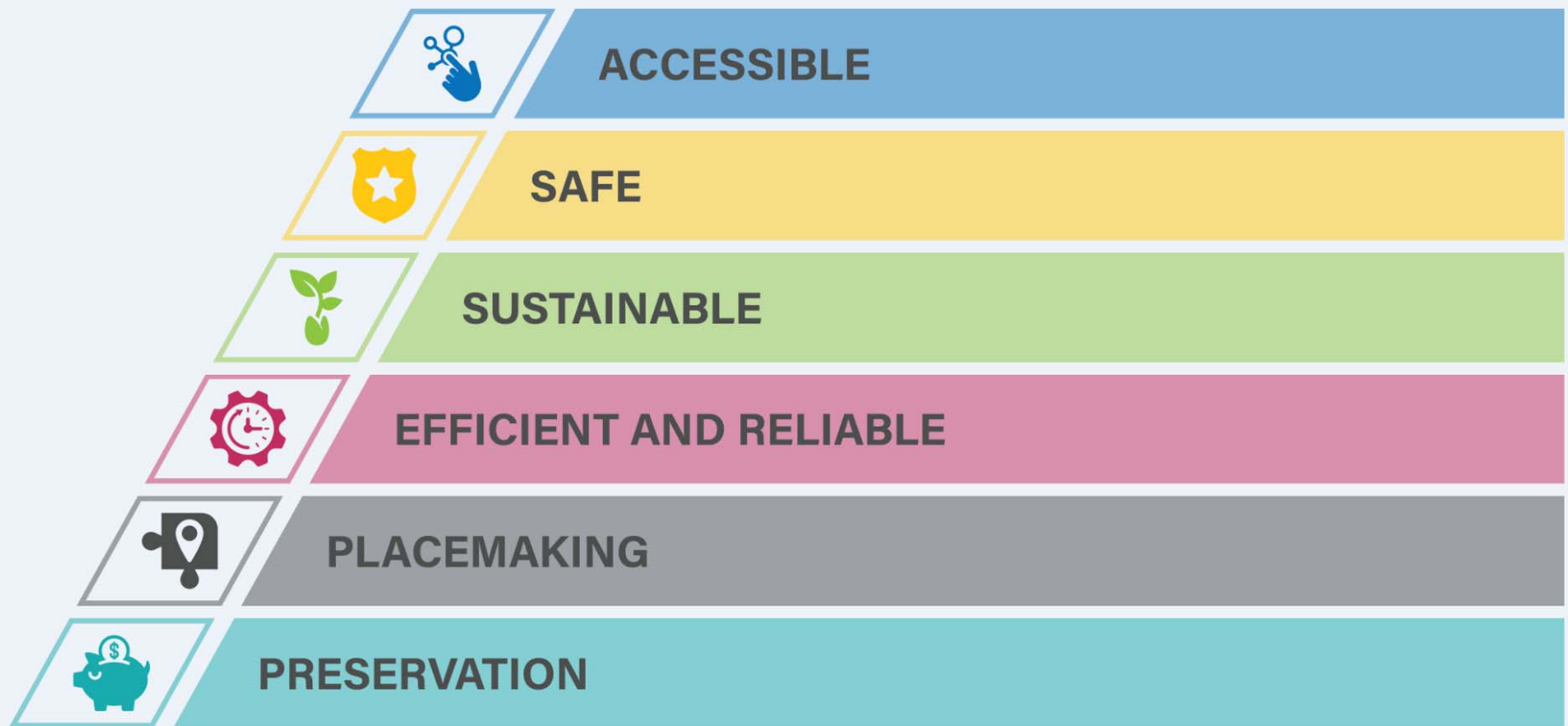


Vision, Goals & Objectives Development

Forward 45 Vision Statement

*“The Ames area future transportation plan delivers **safe**, **efficient** and **reliable** solutions that are **accessible** to all users. The plan focuses on **preserving** the existing network and shaping the public realm through **placemaking**, while providing long-term **sustainability**.”*

Goal Areas






Federal Requirements

- FHWA & FTA Performance Measures
 - *Safety*
 - *Transit Asset Management*
 - *Pavement*
 - *Bridge*
 - *System Performance*
 - *Freight*
 - *Transit Safety*




Federal Requirements

- Federal Planning Factors - 23 U.S.C. 135 (d)(1)
 - *Economic Vitality*
 - *Safety*
 - *Accessibility & Mobility*
 - *Environment, Energy Conservation & Quality of Life*
 - *Integration & Connectivity*
 - *System Management & Operations*
 - *Preservations*
 - *Resiliency & Reliability*
 - *Travel & Tourism*




Forward 45 – Goals & Objectives

Goal Area		Objectives
	Accessible	<ul style="list-style-type: none"> • Improve walk, bike, and transit system connections • Provide appropriate arterial and collector spacing • Improve bicycle and pedestrian access to CyRide routes • Provide improved access to transit for transit dependent, disabled, and disadvantaged populations • Incorporate bicycle, pedestrian, and transit-friendly infrastructure in new developments
	Safe	<ul style="list-style-type: none"> • Reduce number and rate of crashes • Reduce the number of bicycle and pedestrian crashes • Reduce number and rate of serious injury and fatal crashes • Identify strategies and projects that improve user safety for all modes • Prioritize projects that improve the Ames Safe Routes to School Program
	Sustainable	<ul style="list-style-type: none"> • Reduce transportation impacts to natural resources • Make transportation infrastructure more resilient to natural and manmade events • Limit transportation system emissions of greenhouse gases • Promote financially sustainable transportation system investments • Promote transportation decisions that follow State of Iowa Smart Planning Principles
	Efficient and Reliable	<ul style="list-style-type: none"> • Identify context-sensitive strategies and projects that improve traffic flow in corridors with high levels of peak period congestion. • Maintain acceptable travel reliability on Interstate and principal arterial roadways • Provide frequent transit service to high trip generation locations • Increase the regional share of trips made by walking, biking, and transit • Improve freight system reliability • Identify technology solutions to enhance system operation
	Placemaking	<ul style="list-style-type: none"> • Provide transportation strategies and infrastructure that support current adopted plans • Increase the percentage of population and employment within close proximity to transit and/or walking and biking system • Provide transportation investments that fit within their context • Connect activity centers and adjoining developments with complete streets
	Preservation	<ul style="list-style-type: none"> • Maintain NHS routes in good condition while minimizing routes in poor condition • Maintain NHS bridges in good condition while minimizing bridges in poor condition

Goals & Objectives – Planning Factors

Goal	Objectives	Federal Planning Factors									
		1 - Economic Vitality	2 - Safety	3 - Security	4 - Accessibility and Mobility for People and Freight	5 - Environment and Energy Conservation, Quality of Life, Economic Development	6 - System Integration and Connectivity for People and Freight	7 - Efficient Operation and Management	8 - Preserve the existing transportation system	9 - System Resiliency and Reliability; reduce or mitigate stormwater impacts	10 - Enhance Travel and Tourism
Accessible											
	Improve walk, bike, and transit system connections				▲	▲	▲				▲
	Provide appropriate arterial and collector spacing				▲		▲	▲			
	Improve bicycle and pedestrian access to CyRide routes				▲	▲	▲				
	Provide improved access to transit for transit dependent, disabled, and disadvantaged populations				▲	▲	▲				
	Incorporate bicycle, pedestrian, and transit-friendly infrastructure in new developments				▲	▲	▲				
Safe											
	Reduce number and rate of crashes		▲								
	Reduce the number of bicycle and pedestrian crashes		▲								
	Reduce number and rate of serious injury and fatal crashes		▲								
	Identify strategies and projects that improve user safety for all modes		▲								
	Prioritize projects that improve the Ames Area Safe Routes to School Program		▲								
Sustainable											
	Reduce transportation impacts to natural resources					▲				▲	
	Make transportation infrastructure more resilient to natural and manmade events					▲				▲	
	Limit transportation system emissions of greenhouse gases					▲				▲	
	Promote financially sustainable transportation system investments	▲							▲	▲	
	Promote transportation decisions that follow State of Iowa Smart Planning Principles					▲				▲	


Goals & Objectives – Planning Factors

Goal	Objectives	Federal Planning Factors									
		1 - Economic Vitality	2 - Safety	3 - Security	4 - Accessibility and Mobility for People and Freight	5 - Environment and Energy Conservation, Quality of Life, Economic Development	6 - System Integration and Connectivity for People and Freight	7 - Efficient Operation and Management	8 - Preserve the existing transportation system	9 - System Resiliency and Reliability; reduce or mitigate stormwater impacts	10 - Enhance Travel and Tourism
Efficient and Reliable											
	Identify context-sensitive strategies and projects that improve traffic flow in corridors with high levels of peak period congestion.				▲			▲			
	Maintain acceptable travel reliability on Interstate and principal arterial roadways				▲			▲			
	Provide frequent transit service to high trip generation locations				▲	▲		▲			
	Increase the regional share of trips made by walking, biking, and transit							▲			
	Improve freight system reliability	▲			▲		▲	▲			
	Identify technology solutions to enhance system operation				▲		▲	▲			
Placemaking											
	Provide transportation strategies and infrastructure that support current adopted plans				▲	▲	▲				
	Increase the percentage of population and employment within close proximity to transit and/or walking and biking system	▲				▲					
	Provide transportation investments that fit within their context						▲				
	Connect activity centers and adjoining developments with complete streets	▲			▲	▲	▲				▲
Preservation											
	Maintain NHS routes in good condition while minimizing routes in poor condition								▲		
	Maintain NHS bridges in good condition while minimizing bridges in poor condition								▲		

Performance-Based Planning Approach



Performance Measure Example

Goal	Objectives	Performance Measure	Project Scoring Approach			
			+2	+1	0	-1
Accessible						
	Improve walk, bike, and transit system connections	Multi-modal connectivity ranking	Creates or improves connection between two or more modes	Creates or improves connections for non-motorized or transit modes	No impact on connectivity for non-motorized or transit modes	Non-motorized or transit connection is removed, or barrier to non-motorized or transit modes is created
	Improve bicycle and pedestrian access to CyRide routes	Transit accessibility ranking				
	Provide appropriate arterial, collector, bicycle, pedestrian, and transit corridor spacing	System Connectivity Assessment	New Multimodal network connection where a gap of ½ mile or more existing before.	Provides a new connection between two existing facilities, or an extension of an existing facility	-	-
	Provide improved access to transit for transit dependent, disabled, and disadvantaged populations	Transit accessibility ranking	Improves transit accessibility in identified EJ area	-	Does not impact transit accessibility in identified EJ area	Removes or creates barriers to transit accessibility in identified EJ area
	Incorporate bicycle, pedestrian, and transit-friendly infrastructure in new developments	Multi-model corridor extensions	Extends a bike, pedestrian, or transit corridor closer to an identified future development growth area.	-	Does not extend a bike, pedestrian, or transit corridor closer to an identified future development growth area.	Reduces facility connectivity.

Alternatives Development Online Meeting

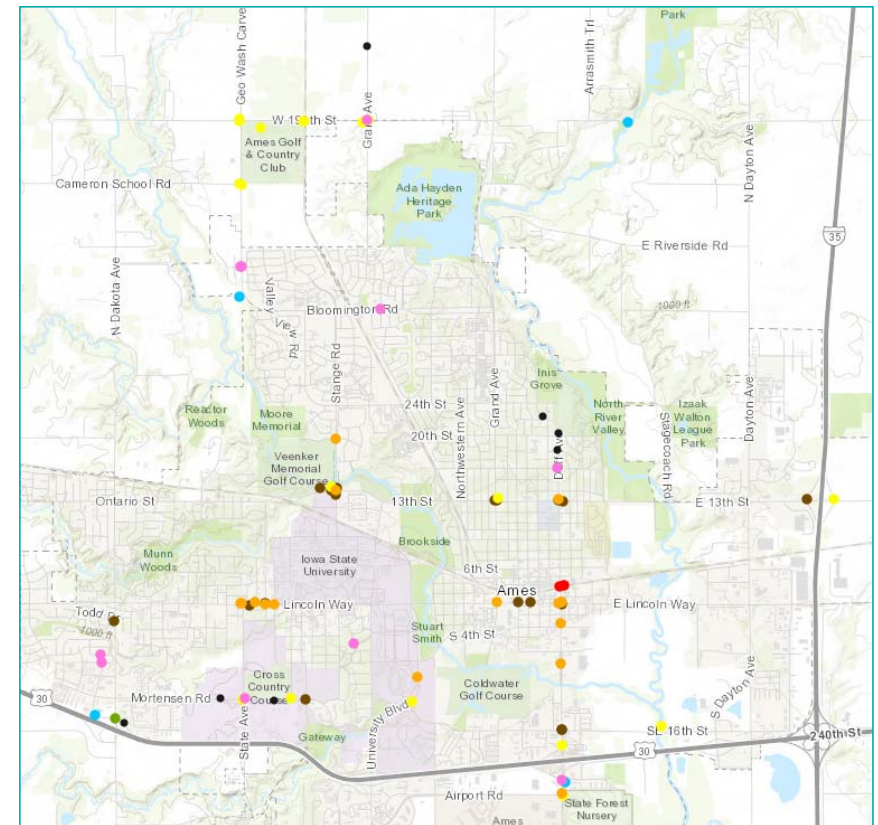
Online Open House Engagement & Participation

- Open March 31 – April 14, 2020
- 443 total views
- 193 total responses

Roadway Comment Mapping Results

- 85 total comments

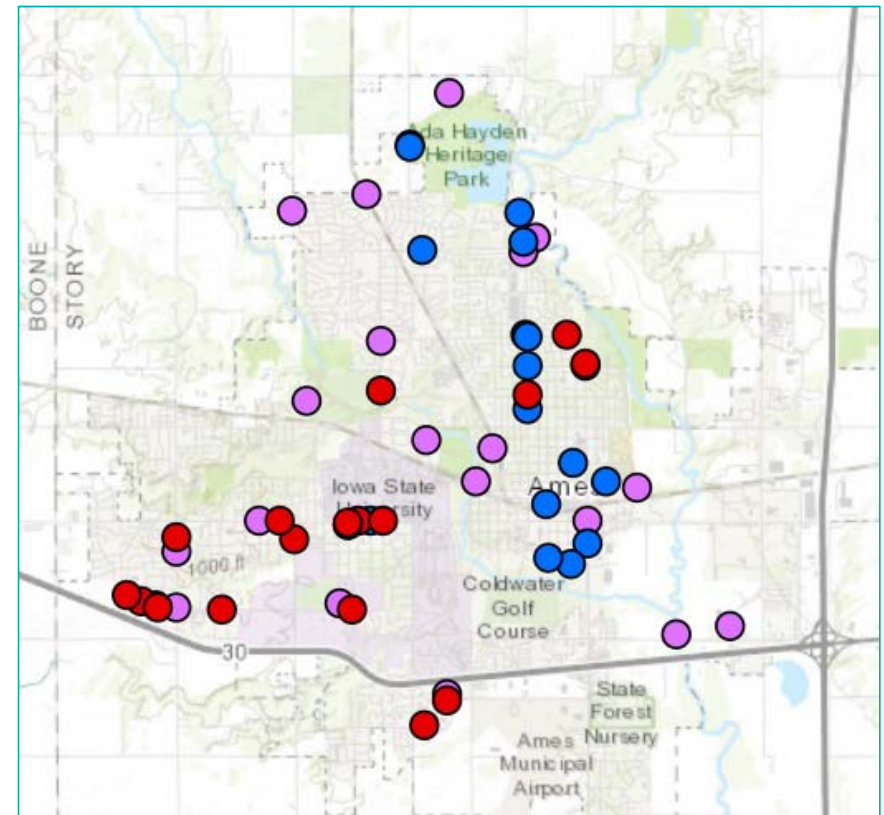
Proposed Strategies	# of Comments
More Travel Lanes (Street Widening)	10
New Traffic Signals	16
Traffic Signal Timing Optimization/Coordination	18
Roundabouts	15
Turn Lanes	19
Medians	1
Expressway	4
Grade Separations	2



Bike/Ped Comment Mapping Results

- 56 total comments

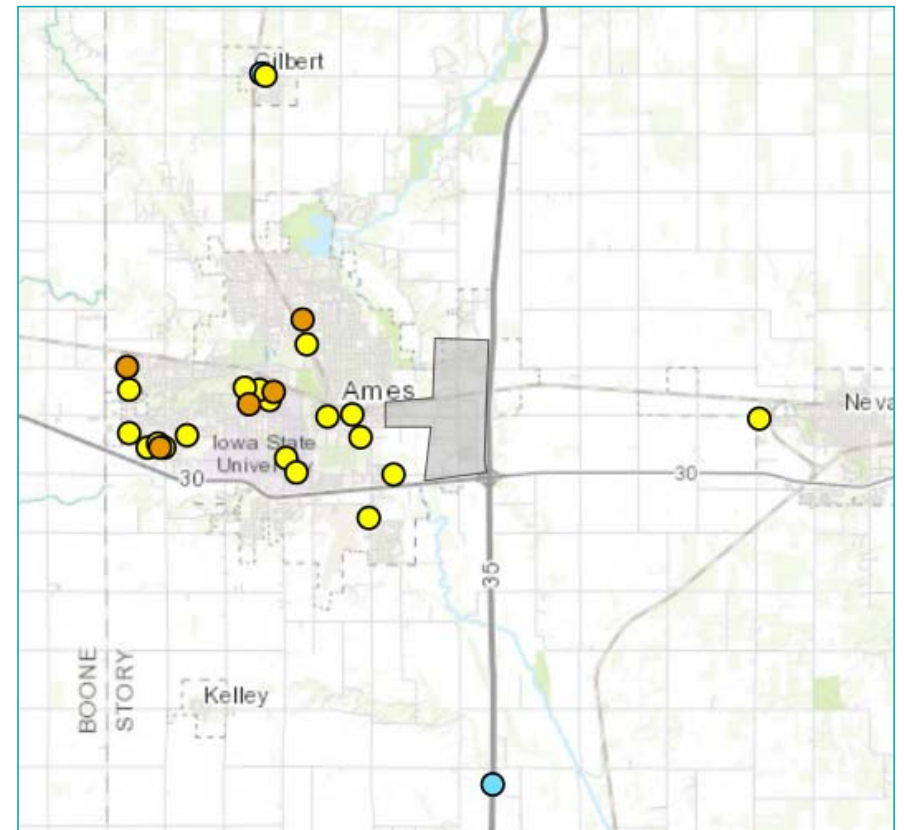
Proposed Strategies	# of Comments
Pedestrian Strategies (High Visibility Crosswalks; Shorter Crossings; Leading Pedestrian Interval)	18
Bike Strategies (New/Improved Trail or Sidepath; Grade-Separated Crossing)	17
Bike/Ped Strategies (Blvd; Lanes; Cycle Tracks/Protected Bike Lanes; Intersection Treatments for Bike Facilities; Wayfinding; Actuated Signals)	21



Transit Comment Mapping Results

- 26 total comments

Proposed Strategies	# of Comments
Increased Hours of Service	0
Increased Frequency	5
New Route or Extension	19
Express Route	0
Intercity Bus	2
Ridesharing	0

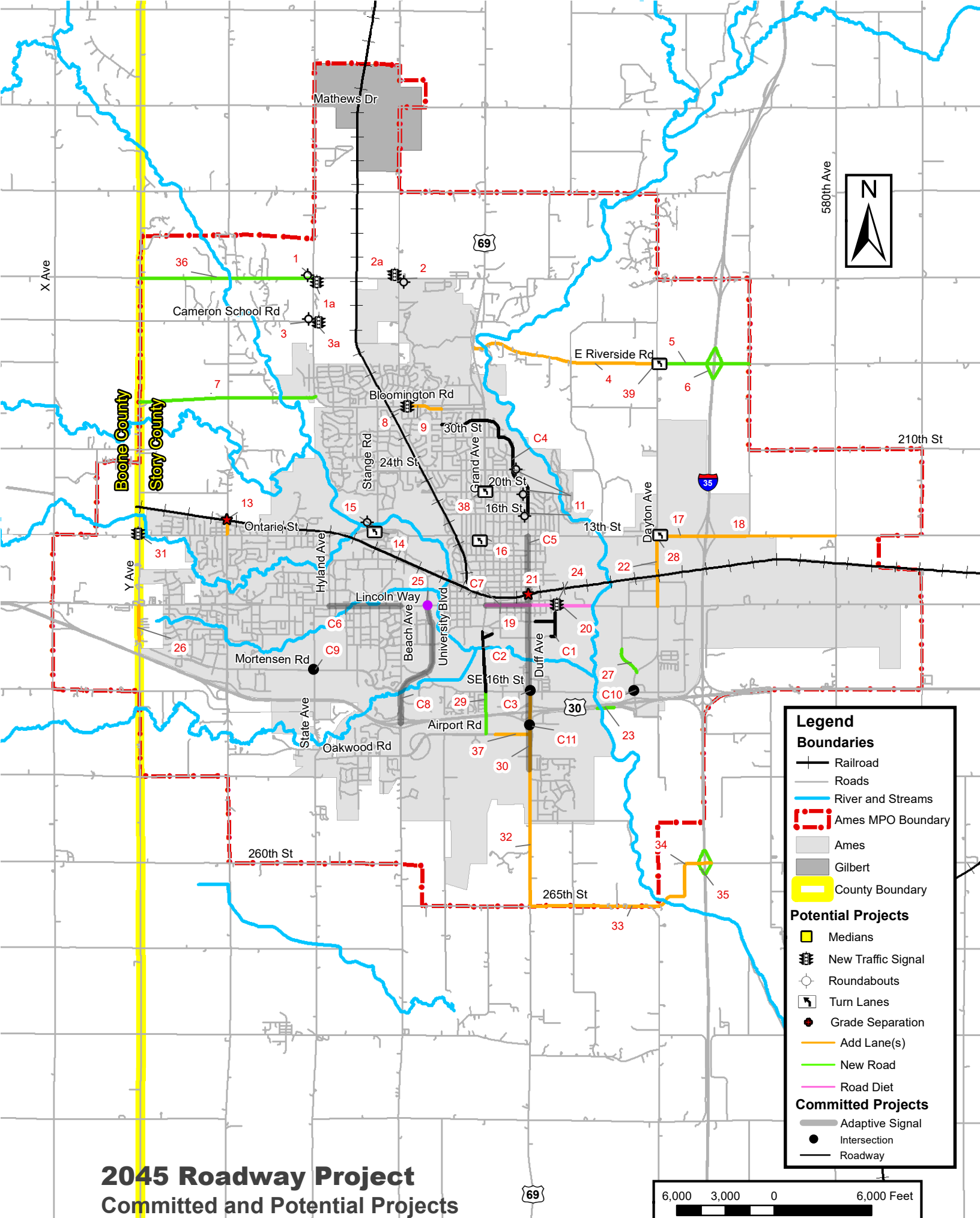


Potential Alternatives to be Considered

Potential Alternatives to be Considered

Multiple Sources of Input

- Technical Analysis (Traffic & Safety)
- Online Public Open House
- Transportation Technical Committee
- Other Plans & Studies



Legend

Boundaries

- Railroad
- Roads
- River and Streams
- Ames MPO Boundary
- Ames
- Gilbert
- County Boundary

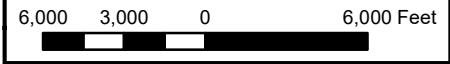
Potential Projects

- Medians
- New Traffic Signal
- Roundabouts
- Turn Lanes
- Grade Separation
- Add Lane(s)
- New Road
- Road Diet

Committed Projects

- Adaptive Signal
- Intersection
- Roadway

**2045 Roadway Project
Committed and Potential Projects**



Preliminary List of Candidate Roadway Alternatives

DRAFT - 7/01/2020

COMMITTED PROJECTS

ID	Project Description	Type
C1	Cherry Ave from Lincoln Way to SE 5th Street - Add New Road	New Road
C2	Grand Ave from S 3rd St to S 16th St - Add New Road	New Road
C3	Duff Ave & S 16th Street - Add Turn Lanes	Turn Lanes
C4	Hoover Ave & 30th St to Duff Ave & 13th St - Road Diet to 3 Lanes	Road Diet
C5	Duff Ave from 13rd St to Crystal St - Add Adaptive Signal Control Technologies	Traffic Signal
C6	Lincoln Way from Beach Ave to Hyland Ave - Add Adaptive Signal Control Technologies	Traffic Signal
C7	Lincoln Way from Grand Ave to Duff Ave - Add Adaptive Signal Control Technologies	Traffic Signal
C8	University Blvd from Lincoln Way to US30 - Add Adaptive Signal Control Technologies	Traffic Signal
C9	State Ave & Mortensen Rd - Traffic Signal & Turn Lanes	Traffic Signal/Turn Lanes
C10	SE 16th St & Dayton Ave - Traffic Signal	Traffic Signal
C11	Duff Ave & US30 EB Ramp - Traffic Signal	Traffic Signal

CANDIDATE PROJECTS

ID	Project Description	Type
1	520th Ave & W 190th St - Roundabout	Roundabout
1a	520th Ave & W 190th St - Traffic Signal & Turn Lanes	Traffic Signal/Turn Lanes
2	530th Ave/Grant Ave & W 190th St - Roundabout	Roundabout
2a	530th Ave/Grant Ave & W 190th St - Traffic Signal & Turn Lanes	Traffic Signal/Turn Lanes
3	520th Ave & Cameron School Rd - Roundabout	Roundabout
3a	520th Ave & Cameron School Rd - Traffic Signal widen to 3-lanes to Weston Dr	Traffic Signal/Add Lane(s)
4	E Riverside Rd to from Grand Ave to N Dayton Ave - Widen to 3 Lanes	Add Lane(s)
5	E Riverside Rd from N Dayton Ave to 570th Ave - Add New 3-Lane Road & I-35 Overpass	New Road
6	E Riverside Rd & I-35 - New Interchange (remove 190th St/I-35 Interchange)	New Interchange
7	Bloomington Rd from George Washington Carver Ave to N 500th Ave - New Road	New Road
8	Hyde Ave & Bloomington Rd - Traffic Signal	Traffic Signal
9	Bloomington Rd from Hyde Ave to Hoover Ave - Widen to 4 Lanes	Add Lane(s)
11	Duff Ave & 16th/20th/24th St Roundabout/Traffic Circle	Roundabout
13	N Dakota from Ontario St to UPRR - Widen to 3 Lanes with Grade Separation	Add Lane(s)/Grade Separation
14	13th St & Stange Road - N/S Left Turn Lanes	Turn Lanes
15	13th St & Stange Road - Roundabout	Roundabout
16	13th St & Grand Ave - Left Turn Lanes (All Approaches)	Turn Lanes
17	13th St from Dayton Ave to 570th Ave - Widen to 6 Lanes/Reconstruct Interchange	Add Lane(s)
18	13th St from 570th Ave to 580th Ave - Widen to 4 Lanes	Add Lane(s)
19	Lincoln Way from Grand Ave to Duff Ave - Road Diet from 4 Lanes to 3 Lanes	Road Diet
20	Lincoln Way from Duff Ave to South Skunk River - Road Diet from 4 Lanes to 3 Lanes	Road Diet
21	Duff Ave & UPRR Crossing - Grade Separation	Grade Separation
22	Dayton Ave from 13th St to Lincoln Way - Widen to 5 Lanes	Add Lanes
23	Sport Complex Road to Relocated South Dayton Avenue - Add New Road	New Road
24	Lincoln Way & Cherry Ave - Traffic Signal & Turn Lanes	Traffic Signal/Turn Lanes
25	Lincoln Way & University Blvd - Intersection Diet/Protected Intersection	Road Diet
26	Y Street from Lincoln Way to Mortensen Rd - Pave 3 Lanes	Add Lanes
27	Freel Dr from Lincoln Way to Dayton Ave - Add New Road	New Road
28	13th Street & Dayton Ave - Add turn lane(s)	Turn Lanes
29	Grand Ave from S 16th Street to Airport Rd - New Road w/ Traffic Signal @ Airport Road	New Road
30	Duff Ave from S 16th Street to Airport Rd - Widen to 6 Lanes/Reconstruct Interchange	Add Lane(s)
31	Lincoln Way & Y Street - Traffic Signal & Turn Lanes	Traffic Signal/Turn Lanes
32	Duff Ave from Airport Rd to 265th St - Widen to 5 Lanes	Add Lane(s)
33	265th St from Duff Ave to Skunk River - Pave to 3 Lanes	Add Lane(s)
34	265th St from Skunk River to I-35 - Pave to 2 Lanes	Add Lane(s)
35	265th St & I-35 - New Interchange	New Road
36	190th St from 520th Ave to 500th Ave - Pave & Extend Road	New Road
37	Airport Rd from Duff Ave to Sam's Club - Improve Roadway/Access	Add Lane(s)
38	Grand Ave & 20th St - Left Turn Lanes	Turn Lanes
39	Dayton Ave & Riverside Rd - Add Left Turn Lanes	Turn Lanes

LEGEND

Potential Projects

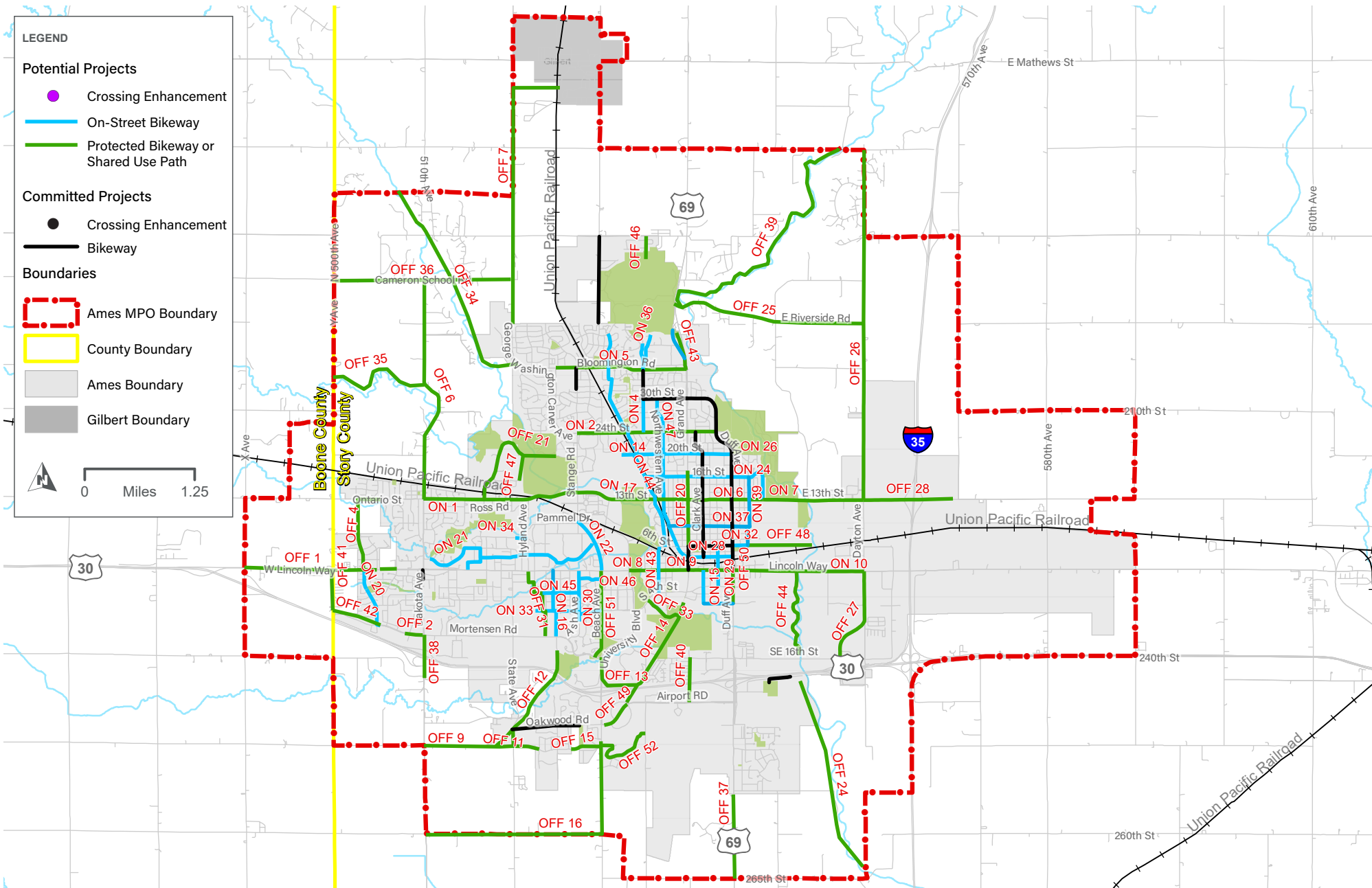
- Crossing Enhancement
- On-Street Bikeway
- Protected Bikeway or Shared Use Path

Committed Projects

- Crossing Enhancement
- Bikeway

Boundaries

- Ames MPO Boundary
- County Boundary
- Ames Boundary
- Gilbert Boundary



2045 Bike and Pedestrian Projects
Committed and Potential Projects



LEGEND

Potential Projects

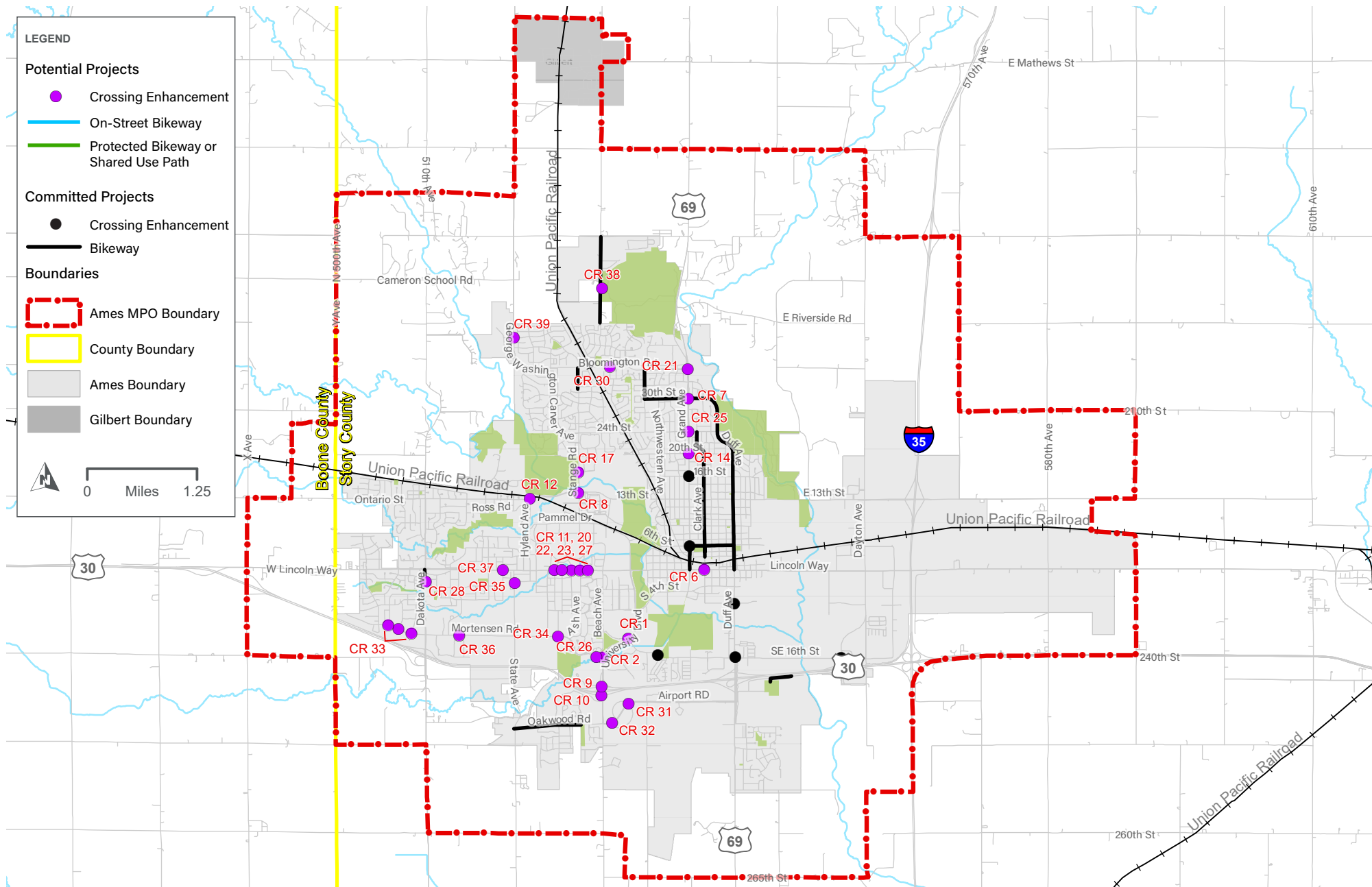
- Crossing Enhancement
- On-Street Bikeway
- Protected Bikeway or Shared Use Path

Committed Projects

- Crossing Enhancement
- Bikeway

Boundaries

- Ames MPO Boundary
- County Boundary
- Ames Boundary
- Gilbert Boundary



2045 Bike and Pedestrian Projects
Committed and Potential Projects



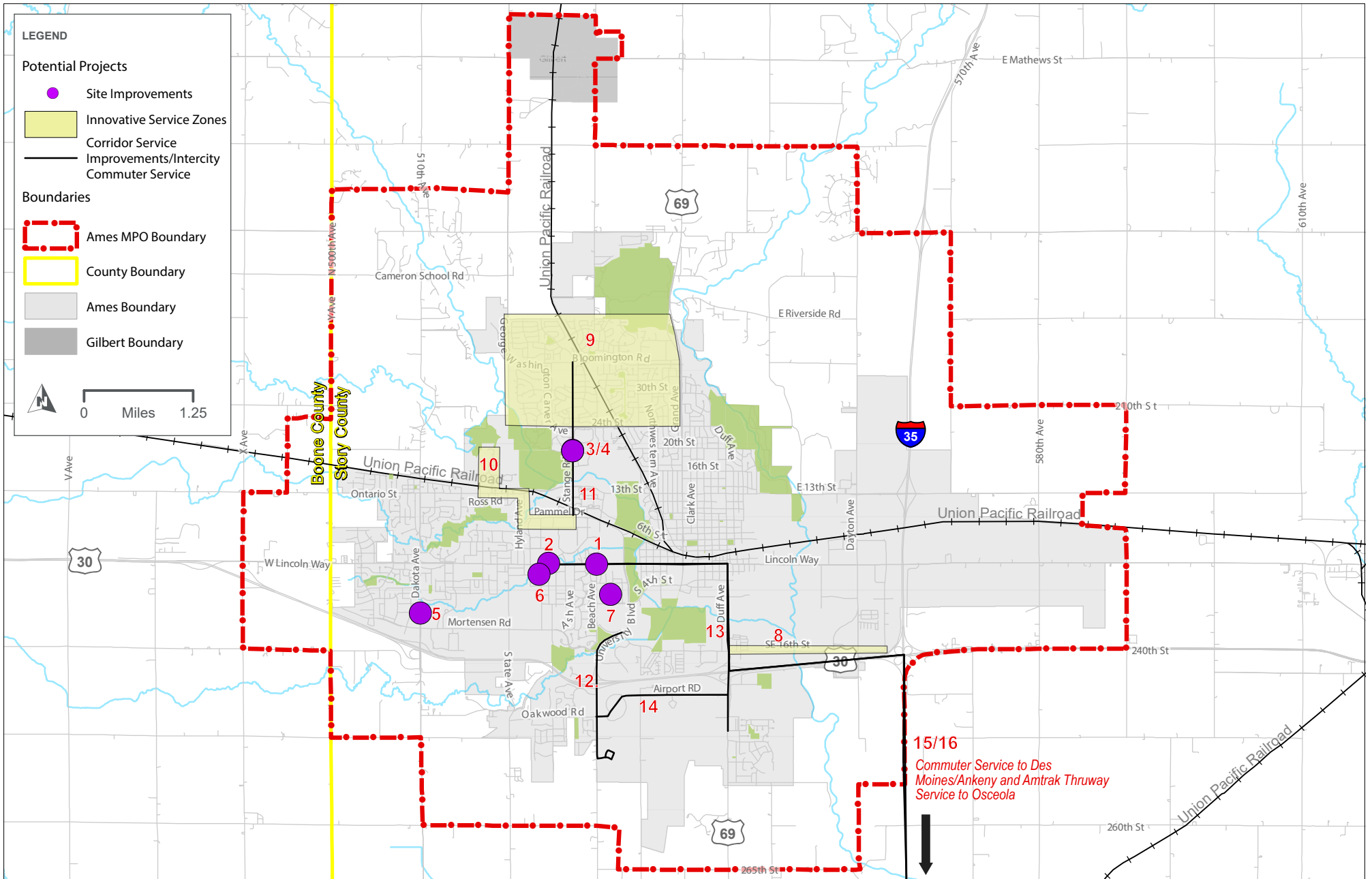
Committed Bicycle/Pedestrian Projects

7/1/2020

ID	Description	Type
C 1	Intersection of Dayton / S 16th - Improve visibility for crossing	Crossing
C 2	Intersection of Duff / S 16th St - Improve crossing visibility, median refuge. Part of project 44A.	Crossing
C 3	Intersection of Grand / 6th St - Improve crossing visibility of Grand	Crossing
C 4	S 16th midblock trail crossing near Vet Med - High visibility treatment for trail cross-over	Crossing
C 5	Intersection of Grand / (N) 16th St - Cycling Enhancements to support 16th Street Bike Route	Crossing
C 6	Intersection of Duff / S 5th - Improve crossing visibility of Duff and 5th. Part of project 44A.	Crossing
C 7	N Walnut Sharrows	Bike Boulevard
C 8	North Duff Bike Lanes	Bike Lane
C 9	30th St Bike Lanes	Bike Lane
C 10	6th Street Bike Lanes	Bike Lane
C 11	Hoover Ave bike lanes from 30th to Bloomington Rd	Bike lanes
C 12	Grand Ave Side Path between Lincoln Way and 6th Street	Shared-use path
C 13	Skunk River - South Duff Trail Connection along Billy Sunday Rd.	Shared-use path
C 14	Gilbert to Ames trail - Hyde Ave south of W 190th St	Shared-use path
C 15	Stange Road to Bloomington Trl	Shared-use path
C 16	Oakwood Side Path	Shared-use path
C 17	S Dakota Side Path	Shared-use path

Preliminary List of Potential Bicycle/Pedestrian Projects 7/1/2020

ID	Descriptions	Type
CR 1	Intersection of University / Mortensen - Improve visibility / safety at Mortensen	Crossing
CR 10	Intersection of US 30 / University North Ramp - Crossing Visibility / Signal improvements	Crossing
CR 11	Intersection of Lincoln Way / Welch- Improvements for crossing visibility and safety	Crossing
CR 12	Intersection of Hyland / Ontario - Improvements for crossing visibility and safety	Crossing
CR 14	Intersection of 20th / Grand - Crossing / Signal Improvements for bikes	Crossing
CR 17	Stange at Bruner Dr Midblock - Improve crossing visibility / consider crossing signal	Crossing
CR 2	Intersection of University / S 16th St - Consider median crossing or pedestrian refuge	Crossing
CR 20	Intersection of Lincoln Way / Lynn - - Improvements for crossing visibility and safety	Crossing
CR 21	Intersection of Grand / Bloomington Rd - Crossing Visibility / Signal improvements	Crossing
CR 22	Intersection of Lincoln Way / Ash- Improvements for crossing visibility and safety	Crossing
CR 23	Intersection of Lincoln Way / Knoll - Improvements for crossing visibility and safety	Crossing
CR 25	Intersection of Grand / 24th St- Improvements for crossing visibility and safety	Crossing
CR 26	Beach / Mortensen crossing to provide safer crossing than University / Mortensen.	Crossing
CR 27	Lincoln Way / Stanton - Improvements for crossing visibility and safety	Crossing
CR 28	Intersection of South Dakota Ave / Todd Dr- Improvements for crossing visibility and safety	Crossing
CR 29	Intersection of South Dakota Ave / Mortensen Rd- Improvements for crossing visibility and safety	Crossing
CR 30	Intersection of Bloomington Rd / Eisenhower Ave- Improvements for crossing visibility and safety	Crossing
CR 31	Intersection of Airport Rd / S Loop Dr (location 1)- Improvements for crossing visibility and safety	Crossing
CR 32	Intersection of Airport Rd / S Loop Dr (location 2)- Crosswalks across Airport Rd	Crossing
CR 33	Intersection of Mortensen Rd / Wilder Blvd, Mortensen Rd / Miller Ave, Mortensen Rd / Poe Ave- Improvements for crossing visibility and safety	Crossing
CR 34	Intersection of Mortensen Rd / Welch Ave - ped signal	Crossing
CR 35	Intersection of State Ave / Arbor St- beacon/signal upgrade	Crossing
CR 36	Intersection of Mortensen Rd / Seagrave Blvd- beacon/signal upgrade	Crossing
CR 37	Intersection of Wilmoth Ave / Lincoln Way- Improvements for crossing visibility and safety	Crossing
CR 38	Bike/ped crossing to Ada Hayden from Hyde	Crossing
CR 39	Intersection of Weston / George W Carver - add crosswalk/ other safety improvements	Crossing
CR 40	Intersection of Lincoln Way / Walnut - improvements for crossing visibility and safety (on bikeway) Implement with project ON-15	Crossing
CR 41	Intersection of Grand Ave / 13th St - improvements for crossing visibility and safety (on bikeway) Implement with project ON-6 and roadway project 16	Crossing
CR 42	Intersection of Lincoln Way / University - Protected intersection. Roadway project 25	Crossing
CR 43	Intersection of Lincoln Way / Hyland - improvements for crossing visibility and safety (bike and pedestrian)	Crossing
CR 44	Intersection of University Blvd / Oakwood Rd - add RRFB at roundabout	Crossing
CR 45	Intersection of University / S 4th St - protected intersection	Crossing
CR 46	Intersection of Lincoln Way / Beach Ave	Crossing
CR 47	Intersection of Beach Ave / S 4th	Crossing
CR 48	Intersection of Hyland Ave / Lincoln Way	Crossing
CR 6	Intersection of Lincoln Way / Clark - Improve crossing visibility	Crossing
CR 7	Intersection of Grand / 30th St - Crossing Visibility / Signal improvements	Crossing
CR 8	Intersection of Stange / 13th St - Improvements for trail crossing visibility	Crossing
CR 9	Intersection of US 30 / University South Ramp - Crossing Visibility / Signal improvements	Crossing
OFF 1	West Lincoln Way Sidepath to MPO Boundary	Shared-use path
OFF 11	Zumwalt to Cottonwood Trail Connection	Shared-use path



15/16
Commuter Service to Des Moines/Ankeny and Amtrak Thruway Service to Osceola

2045 Transit Projects
Potential Projects



Preliminary List of Candidate Transit Alternatives

DRAFT - 6/30/2020

COMMITTED PROJECTS

ID	Description	Type
1	Vehicle Replacement/Expansion	Rolling Stock
2	HVAC Rehabilitation/Replacement	Facilities
3	Maintenance Bay Ventilation Improvements	Facilities
4	Bus Stop Annunciator LED Signage	Technology

CANDIDATE PROJECTS

ID	Description	Type
1	Lincoln & Beach - Add Transit Signal Priority	Transit Signal Priority
2	Lincoln & Welch - Add Transit Signal Priority	Transit Signal Priority
3	Stange & Blankenburg - Add New Signal	New Signal
4	Stange & Blankenburg - Add Pedestrian Crossing	Pedestrian Crossing
5	South Dakota & Steinbeck - Add Pedestrian Crossing	Pedestrian Crossing
6	Ames Intermodal Facility Improvements	Facilities
7	Iowa State Center (ISC) - Implement Transit-Oriented Development in Conjunction with Redevelopment	Transit Oriented Development
8	South 16th Street - Add Innovative Transit Service Zone	Service
9	North Ames (Somerset/Northridge/Valley View) - Add Innovative Transit Service Zone	Service
10	Applied Sciences - Add Innovative Transit Service Zone	Service
11	Stange Road from Bloomington to University - Corridor Service Improvements	Service
12	University Blvd from ISC to ISU Research Park - Corridor Service Improvements	Service
13	South Duff from Lincoln to Crystal - Corridor Service Improvements	Service
14	Airport Road from South Duff to University - Corridor Service Improvements	Service
15	Ames to Ankeny and Des Moines Intercity/Commuter Service	Service
16	Amtrak Thruway from Ames to Osceola Intercity/Commuter Service	Service
17	Vehicle Replacement/Expansion	Rolling Stock
18	Battery Electric Buses	Rolling Stock
19	Battery Electric Bus Charging Infrastructure	Facilities
20	Battery Electric Bus Facility Modifications	Facilities
21	Facility Expansion	Facilities
22	Automatic Passenger Counters (APCs) for Full Fleet to Collect Stop-Level Ridership Data	Technology
23	Automatic Vehicle Location (AVL) Technology Upgrades	Technology
24	Real-Time Passenger Information - Vehicle Location and Passenger Loads	Technology
25	On-Demand Trip Booking App for East Ames Service Extension (EASE) and Moonlight Express	Technology
26	Electronic Farebox System	Fares
28	Regional Commuter Study (North Ames, Nevada, Gilbert, Boone, etc.)	Planning
29	Late-Night Service Effectiveness Study	Planning
30	Identify Locations and Install Benches, Shelters, and Heated Bus Shelters	Passenger Amenities
31	Add Passenger Information at Bus Stops	Passenger Amenities
32	Add LED Signage and Real-Time Passenger Information at Major Bus Stops	Passenger Amenities
33	Transit and Bicycle Integration - Roadway Improvement Projects	Multimodal Integration

Next Steps:

- Analyze Potential Alternatives
- Prioritize Potential Alternatives
- Develop Financial Forecasts
- Develop Draft Constrained Plan Projects
- ***Present to Policy Committee (Sept)***
- Develop Draft Plan
- Develop Final Plan
- ***Present to Policy Committee (Oct)***



Questions?



MINUTES OF THE SPECIAL MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

JUNE 16, 2020

The Special Meeting of the Ames City Council was called to order by Mayor John Haila at 6:00 p.m. on the 16th day of June, 2020. Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and David Martin were present. *Ex officio* Member Nicole Whitlock was also present.

Mayor Haila announced that it was impractical to hold an in-person Council meeting due to the Governor of Iowa declaring a public health emergency because of the COVID-19 pandemic. City Hall is closed to the public until July 1, 2020. Therefore, this meeting is being held as an electronic meeting as allowed by Section 21.8 of the *Iowa Code*. The Mayor then provided how the public could participate in the meeting via internet or by phone.

AMES PLAN 2040 WORKSHOP: Planning and Housing Director Kelly Diekmann said the community character and culture principles will be reviewed. Mr. Scott shared snapshots of community taxonomy.

Mayor Haila referenced the Complete Streets page, and asked for clarification between a boulevard and an avenue. Mr. Scott said the existing roads already notified as boulevards have been expanded. Mr. Diekmann added that the vocabulary and placetypes were introduced in the Complete Streets Plan. He said most times boulevards are wider and more landscaped but context, transportation types, land use, and community character are also part of how the road types are determined. Mayor Haila asked about the yellow circles on the page, and Mr. Scott said those are crossroads of major streets. Council Member Betcher asked if the team has identified sections of boulevards as institutional. Mr. Diekmann said they did not try to identify jurisdiction on this map, rather street type.

Mr. Scott reviewed the Community Character and Culture principles:

1. Maintain and enhance Ames' heritage
2. Recognize the value of the arts in enhancing Ames' appearance and expanding its cultural options
3. Provide for community involvement and diverse opportunities
4. Recognize and reinforce a sense of place for existing and new areas
5. Add distinctive design characteristics
6. Improve design quality
7. Create options for activity

Ms. Betcher asked about the first principle and the choice of the historically significant structures and archaeological resources. She said Bandshell Park isn't notable for archaeological purposes but is part of a historic district. She said she wants to be clear that it's not only the structures that are historically significant. Council Member Gartin said he's trying to understand the practical difference this will make. Mr. Scott said the first principle has been revised but was included in the Land Use Policy Plan (LUPP), and not every community has a whole chapter for this principle.

Mr. Shukert said there will be a map indicating areas that are historically or architecturally significant. Ms. Betcher asked if that's a place where the Historical Preservation Plan can be brought in as a related document. Mr. Scott concurred.

Mayor Haila asked if the principles are just facts or if they can be effective tools for planning. Mr. Diekmann said not every policy is about development requirements, rather vision and goals over the next 20 years. Ms. Beatty-Hansen asked if the first priority would be a good place to recognize that we live on land that once belonged to others. Ms. Betcher said she was thinking about that as part of the vision statement. She said "heritage" and "history" are different. Mr. Diekmann said a vision statement is meant to look forward rather than document history. He said acknowledgments could be appropriate in certain areas. Mr. Diekmann said he used heritage as a broad term and it was meant to be inclusive of the past 150+ years. Ms. Beatty-Hansen said she would like to see her suggestion placed in the document somewhere. Mr. Martin said it could be appropriate somewhere but he's not sure where. He said the first priority is focused on places and spaces and suggested adding cultural institutions. Mr. Diekmann asked for examples of cultural institutions. Mr. Martin said arts, theater, and the impact of Iowa State University (ISU). Ms. Betcher said she believes this would be the place to add language regarding indigenous peoples. Mayor Haila asked about the Community Character and Culture vision statement at the beginning. He suggested changing "spirit of community" to "spirit of community and equity." Ms. Betcher said she thought "spirit of community" was talking about bringing people together, but the word community in the vision statement is saying Ames will advance aesthetic and design improvements that support a spirit of community. It was suggested "respect its heritage" could be changed to "respect Ames' heritage" or "respect our heritage." Mr. Scott said the intent was to have a vision statement at the beginning of each chapter. Mr. Gartin asked if anyone will read this document, and wondered what Council's purpose is in reviewing the priorities. Ms. Betcher said it seems like an appropriate place to be careful in articulating the character of Ames. She said she thinks there are people that will read the document so it's important the language is precise and guiding.

Mr. Shukert said a lot of the things being discussed are critical and represent community values. He told the Council this chapter is about urban design or physical development, and this chapter may not be the best place for the kind of language Council is discussing. He said it feels like many important things need stated up front, but it might be a heavy load for this chapter. Mayor Haila asked that staff and RDG make notes on Council input. Mr. Diekmann said RDG can place the input in the most meaningful place.

Regarding Principle 2, Ms. Betcher wondered about taking "visual and performing" out so it reads "the arts." Mr. Diekmann said he believes the team was mostly focusing on physical elements of the city and social issues were included if related to the physical structure of the city.

For Principle 3, Ms. Betcher asked about "minority groups," and wondered if minority groups are already captured in "underrepresented populations." Mr. Martin said the third priority is probably the best place to include language on pursuing equity. Ms. Betcher suggested "and equitably meet diverse needs."

It was suggested by Mayor Haila that the fourth priority could include language about being multi-modal and pedestrian friendly. Mr. Diekmann said the transportation chapter would more clearly

cover that, and that the sidewalk environment was specifically mentioned because of areas like Somerset. Ms. Betcher asked what the “recognized character” is. Mr. Diekmann said it varies across the City. He said the policy is not intended to say that things cannot change. He said Redirection areas have been clearly identified in the land use chapter, and in some single-family and two-family areas, there could be infill opportunities. He said character is important, but it isn’t 100% preservation.

Ms. Betcher asked if Priority 7 was for new development or if it’s also referring to redevelopment and infill. Mr. Scott said it means development in all areas of the community. Ms. Betcher asked if the Plan is missing anything regarding Ames as part of a bigger region and how it connects to other communities. Mr. Scott said he feels that needs to be reflected in the Plan somewhere.

Mr. Diekmann said the principles from multiple chapters were used to create potential actions. He said the potential actions are meant to help Council understand what implementation measures might be necessary to fulfill the combination of community and character, transportation, land use, and housing principles and how they go together.

The potential actions were reviewed.

1. Create infill and development standards for compatibility in residential areas and transition areas focused on design over density.
2. Apply high quality design features throughout the community and with all types of development.
3. Sub-area planning will include evaluation of existing character and how the area is intended to evolve to identify differences.
4. Modify zoning standards to address placemaking, environmental protections, building design goals for priority areas of the city.
5. Utilize city programs, i.e. façade grants, and zoning standards to promote historic preservation.
6. Update commercial zoning to recognize placemaking priorities compared to automobile access and parking priorities.
7. Plan for coordinated City beautification through gateways, medians, corridors, to support identity and beautification.
8. Consider art as an invitation to explore and experience diversity within the community through visual pieces as well as gatherings and performances; include spaces to allow for these interests.
9. Include outreach initiatives with the Comprehensive Plan implementation and administration requirements to encourage diverse participation in planning and design efforts.

Mr. Scott said there are four unifying themes that have consistently come up throughout the process: Sustainability, Health, Choices, and Inclusivity. He reviewed the principles of the plan and how they tie back to the unifying themes. Mr. Diekmann said the unifying themes aren’t meant to take away anything from other pieces of the plan, rather highlight the common threads throughout the plan. Mr. Scott said the team is looking through plans to see how other cities have addressed areas like equity and health.

Council Member Martin asked about the land use map and what happens with lands designated ISU if ISU sells the land. Mr. Diekmann said he plans to address the University question and share that information with Council. He said there will be core areas still shown as university land.

Mr. Diekmann said Council will receive a draft plan in late August. He also said a public outreach plan will be created for Fall and a Council review will happen in the Fall, followed by approval of the Plan. Mr. Shukert said various constituencies like builders and developers look very closely at the document. He said he believes the plan will satisfy those groups, but 30 days would be good for public to review the document after Council has reviewed it. Mayor Haila asked if public comment will be reviewed by staff and RDG and then be given to Council. Director Diekmann said if there are comments staff cannot reconcile, Council would need to review them. Mayor Haila asked if RDG anticipates any issues or disagreement at the community level with the document based on Council's directions. Mr. Shukert said developers may be disappointed that development is not being shown to the north up to 180th Street. He said that was a large infrastructure issue. He said most comments were respected regarding northwest development. Mr. Shukert said he estimates there could be five to seven policy disagreements that the Council will need to collectively discuss during the review process. Mr. Diekmann said the redirection areas where intense change is possible could receive comment. Ms. Betcher said she hopes Council is ready to be somewhat flexible as ISU students return and the possibility of COVID-19 returning. She said there may need to be a contingency plan for outreach.

DISPOSITIONS OF COMMUNICATIONS TO COUNCIL: Ms. Betcher referenced the email received on June 11, 2020 from Elizabeth Erbes, Chair of AMS Design Committee, requesting action from Council regarding Main Street.

Moved by Betcher, seconded by Beatty-Hansen, for staff to engage with AMS Design Committee. Mr. Schainker asked if that is related to the request regarding pavers and the wall. Ms. Betcher concurred. Mr. Schainker said the City could take bids on pavers, and that the wall demolition is not part of the project currently.

Moved by Betcher, seconded by Beatty-Hansen, to amend the motion and request staff report back to Council after connecting with AMS Design Committee regarding its request.

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

Vote on Motion, as amended: 6-0. Motion declared carried unanimously.

COUNCIL COMMENTS: Ms. Betcher said she attended a race, equity, and leadership summit with NLC and spoke with many people from around the country about coming back from crises in equitable ways. She said registration for NLC Summer Summit is available. Mayor Haila asked her to resend that email to Council members.

Mayor Haila said the NAACP hosted a conversation called "Taking the Lead" last Thursday evening moderated by Reg Stewart. He said Police Chief Cychosz participated, and the conversation was outstanding and very educational. The second of four sessions will be next

Thursday evening at 6:00 p.m. and details will be on the City of Ames website. He said the City is a proud co-sponsor of the event.

ADJOURNMENT: The meeting adjourned at 7:40 p.m.

Diane R. Voss, City Clerk

John A. Haila, Mayor

Erin Thompson, Recording Secretary

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

JUNE 23, 2020

CALL TO ORDER: Mayor John Haila called the Regular Meeting of the Ames City Council, which was being held electronically, to order at 6:00 p.m. with the following Council members present: Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and David Martin. *Ex officio* Member Nicole Whitlock was also present.

Mayor Haila announced that it is impractical to hold an in-person Council meeting due to the Governor of Iowa declaring a public health emergency because of the COVID-19 pandemic. Therefore, limits have been placed on public gatherings, and this meeting is being held as an electronic meeting as allowed by Section 21.8 of the *Iowa Code*. The Mayor then provided how the public could participate in the meeting via internet or by phone.

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

1. Motion approving claims
2. Motion approving Minutes of Regular Meeting held June 9, 2020
3. Motion approving Report of Change Orders for period June 1 - 15, 2020
4. Motion approving new 12-month Class B Liquor License with Catering Privilege, Class B Native Wine Permit, Class B Wine Permit, Outdoor Service, and Sunday Sales - Courtyard by Marriott Ames - 311 S. 17th Street, **pending Food Service Establishment License and final inspection**
5. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor License with Sunday Sales - Red Lobster #0747, 1101 Buckeye Avenue
 - b. Class C Liquor License with Sunday Sales - Welch Ave Station, 207 Welch Avenue
 - c. Class C Beer Permit with Class B Native Wine Permit and Sunday Sales - Hampton Inn & Suites, Ames, 2100 SE 16th Street
 - d. Class C Liquor License with Outdoor Service -Class B Beer with Sunday Sales - Pancho's Mexican Grill, 1310 S. Duff Avenue
 - e. Special Class C Liquor License with Outdoor Service and Sunday Sales - Botanero Latino, 604 East Lincoln Way, **Pending Dram Shop**
6. RESOLUTION NO. 20-325 approving revised ASSET Policies and Procedures
7. RESOLUTION NO. 20-326 approving and adopting Supplement No. 2020-3 Municipal
8. RESOLUTION NO. 20-327 appointing Dan Culhane to serve as the appointed representative and Amy Howard to serve as the alternate appointed representative to the Story County Economic Development Group
9. RESOLUTION NO. 20-328 approving Commission On The Arts (COTA) Special Project Grant Contract for Fall 2020
10. RESOLUTION NO. 20-329 approving Second Amendment to the Municipal Joint Use Agreement regarding the Municipal Pool between the City and the Ames Community School District to extend the Agreement through February 28, 2022

11. RESOLUTION NO. 20-330 approving amendment to Funding Agreement with Iowa Department of Agriculture and Land Stewardship regarding the South Grand Avenue Extension
12. RESOLUTION NO. 20-331 approving amendment to Funding Agreement with Iowa Department of Agriculture and Land Stewardship regarding Campustown Public Improvements on Welch Avenue
13. RESOLUTION NO. 20-332 approving renewal of Fiscal Agency Agreement between the Ames Foundation and the City of Ames to support projects in the Police Department
14. RESOLUTION NO. 20-333 accepting quote for Excess Workers' Compensation Insurance from Holmes Murphy & Associates for coverage with Midwest Employers' Casualty Company for the same coverage types and limits as the expiring contract at a renewal premium of \$115,950
15. RESOLUTION NO. 20-334 approving renewal of contract with EMC Risk Services, LLC, of Des Moines, Iowa, to provide third-party administration of the City's Workers' Compensation and Municipal Fire and Police "411 System" claims for August 1, 2020, through July 31, 2021, at a cost not to exceed \$55,000
16. RESOLUTION NO. 20-335 approving temporary street closure at 111 Lynn Avenue for crane operation
17. RESOLUTION NO. 20-336 approving preliminary plans and specifications for Emma McCarthy Lee Park Bridge Project; setting July 21, 2020, as bid due date and July 28, 2020, as date of public hearing
18. RESOLUTION NO. 20-337 approving preliminary plans and specifications for 2020/21 US Hwy 69 Improvements (South Duff Avenue and US Highway 30 Eastbound Off-Ramp); setting July 22, 2020, as bid due date and July 28, 2020, as date of public hearing
19. RESOLUTION NO. 20-338 approving preliminary plans and specifications for 2019/20 Clear Water Diversion; setting July 22, 2020, as bid due date and July 28, 2020, as date of public hearing
20. RESOLUTION NO. 20-339 approving preliminary plans and specifications for Power Plant Unit 8 Turbine Generator Overhaul; setting July 29, 2020, as bid due date and August 11, 2020, as date of public hearing
21. RESOLUTION NO. 20-340 approving preliminary plans and specifications for Unit 8 Precipitator Roof Replacement; setting August 12, 2020, as bid due date and August 25, 2020, as date of public hearing
22. RESOLUTION NO. 20-341 of Wellsville, New York, for Unit 8 Air Heater Basket Replacement for the Power Plant in the amount of \$135,857.77 (inclusive of sales tax)
23. RESOLUTION NO. 20-342 awarding a contract for the Ames/ISU Ice Arena Resurfacer (including laser ice system and trade-in value for current resurfacer) to CTM Services, Inc, of Lonsdale, Minnesota, in the amount of \$97,630
24. RESOLUTION NO. 20-343 waiving bidding requirements and awarding a contract with Itron, Inc., of Liberty Lake, Washington, to furnish radio units, meters and related parts and services in an amount not to exceed \$503,800
25. Non-Asbestos Insulation and Related Services:
 - a. RESOLUTION NO. 20-344 approving renewal of contract with HTH Companies, Inc., of Union, Missouri, for Power Plant in an amount not to exceed \$150,000

- b. R RESOLUTION NO. 20-345 approving Performance Bond
- 26. Underground Trenching Contract:
 - a. RESOLUTION NO. 20-346 approving renewal of primary contract with Ames Trenching & Excavating, of Ames, Iowa for Electric Services in an amount not to exceed \$200,000
 - b. RESOLUTION NO. 20-347 approving Performance Bond
 - c. RESOLUTION NO. 20-348 approving renewal of secondary contract with Zoske Electrical Services, Inc., of Des Moines, Iowa for Electric Services in an amount not to exceed \$100,000
 - d. RESOLUTION NO. 20-349 approving Performance Bond
- 27. Scaffolding and Related Services & Supply Contract
 - a. RESOLUTION NO. 20-350 approving renewal of contract with HTH Companies, Inc., of Union, Missouri, for the Power Plant for hourly rates and unit prices bid, in an amount not to exceed \$53,000
 - b. RESOLUTION NO. 20-351 approving Performance Bond
- 28. Boiler Maintenance Services Contract:
 - a. RESOLUTION NO. 20-352 approving renewal of contract with Plibrico Company LLC., Omaha, Nebraska for Power Plant in an amount not to exceed \$215,000
 - b. RESOLUTION NO. 20-353 approving Performance Bond
- 29. RESOLUTION NO. 20-354 accepting completion of Wellhead Controls Improvements and Repainting Project (Baker Electric)
- 30. RESOLUTION NO. 20-355 accepting completion of 2017/18 Shared Use Path Maintenance Contract 1 - Daley Park

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

PUBLIC FORUM: Mayor Haila opened Public Forum. No one requested to speak, so he closed Public Forum.

SETTING SALARIES FOR COUNCIL APPOINTEES: Council Member Corrieri stated that she and Council Member Beatty-Hansen lead the effort to conduct the City Manager and City Attorney reviews. Ms. Corrieri mentioned that she spoke for the entire Council when stating that they have a very strong leadership in the City Manager’s office and City Attorney’s office. The Council is appreciative of their services and the reviews were overwhelmingly positive for both individuals. She noted that they are recommending a 3% increase for the City Manager, which is a \$6,600.97 increase over the current salary. The Council is recommending a 5% increase for the City Attorney, which equals a \$6,895.85 increase over the current salary.

Moved by Betcher, seconded by Martin, to approve the recommendation of the review committee. Roll Call Vote: 6-0. Motion declared carried unanimously.

REVISED CONTRACT WITH IOWA STATE UNIVERSITY FOR SUSTAINABILITY ADVISORY SERVICES: The Mayor asked for public input no one wished to speak.

Moved by Corrieri, seconded by Betcher, to adopt RESOLUTION NO. 20-356 approving the revised Contract with Iowa State University for Sustainability Advisory Services from July 1, 2020, through June 30, 2021, in an amount not to exceed \$34,000.

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

MODIFICATIONS TO OUTDOOR DINING RELATED TO COVID-19: Assistant City Manager Brian Phillips stated that this report came as a request from the Ames Chamber of Commerce. The Chamber had done some outreach and gathered feedback from businesses about what would be helpful during the COVID-19 pandemic regarding restrictions with sidewalk cafés and outdoor dining. Responses received from the Chamber’s outreach were forwarded to City staff, and are as follows:

1. Allow parking spaces to be used for temporary outdoor seating, without affecting minimum parking requirements, storm water requirements, or other development standards
2. Use the City right-of-way for patio space
3. Allow signage to be placed in the City right-of-way to advertise the business

Mr. Phillips noted that two of the above issues are already provided in the Ames *Municipal Code* to some extent. The use of signage is restricted to the Downtown Service Center (DSC) and the Campustown Service Center (CSC) zones, as there is a temporary portable sign provision. Staff has investigated the use of parking spaces, staff doesn’t believe there will be an impact on storm water requirements or other development standards by placing tables and chairs temporarily in a parking space. Mr. Phillips commented that there would be an impact on minimum parking requirements. He noted that this is for temporary portable tables and chairs. The Council has the option to direct staff to temporarily waive the enforcement of the minimum parking requirements to temporarily allow tables and chairs to be placed in a parking stall. The Council could also expand the use of temporary outdoor portable signs on public sidewalks.

Assistant City Manager Phillips stated that two other issues came up during discussions and staff had included those in the report. The first issue is the fencing requirement. The requirement states that there are to be barriers all around the sidewalk café. Staff noted that the barrier is important if alcohol is going to be served as it is a requirement in the State law; however, if alcohol is not going to be served, staff felt that if the proprietor can keep the tables and chairs from encroaching onto the sidewalk walking area, there doesn’t need to be a requirement. The second issue is that sidewalk cafés are limited to the frontage of the adjacent business that they are in front of and this can make for some small sidewalk cafés. City staff believed that allowing the sidewalk cafés to be extended into the frontage of an adjacent property, with permission of the adjacent property owner, would be beneficial to the sidewalk café program and the Downtown/Campustown atmosphere.

Mr. Phillips noted that the Council could make a motion to make a permanent change in the Ordinance regarding the two above issues or direct staff to immediately waive the enforcement of those provisions.

Council Member Betcher mentioned she had a couple questions about the Sign Ordinance. She asked if they waived enforcement of Section 22.32(b)(4), would they also be waiving the obstruction part of the *Code*. Mr. Phillips stated that the Council would only be waiving that section for the purpose of allowing the signs in other zones. All the other aspects of the temporary portable signs section of the *Code* would still be in effect; it is just taking away the limitation to allow the portable signs in CSC and DSC zones. Ms. Betcher also asked if the signs could be placed in the Somerset area or wherever there is a restaurant that wants to have an outdoor seating option. Mr. Phillips confirmed that would be correct, and noted that for all the temporary modifications to signs and sidewalk cafes, all the temporary components would be tied to the current sidewalk café season that ends on October 31, 2020. After that date all the normal rules would apply again for the following season.

Council Member Corrieri stated she had a question about the barrier for alcohol service. She noted that the Staff Report stated that the State Code mentions that there has to be a delineated premise and she wanted to know how this is different. Ms. Corrieri mentioned that in the Somerset area there are not necessarily barriers out for the restaurants that are serving alcohol. Assistant Manager Phillips commented that the distinction between Somerset and Downtown is that the businesses that have sidewalk cafés in the Somerset area are on private property and not City property. He noted that when the Sidewalk Café Code was established there was a lot of concern about making sure the alcohol didn't move into areas where it was not allowed. Mr. Phillips mentioned he doesn't have a clear answer as to what the difference may be. Ms. Corrieri commented that she understood that and doesn't believe that citizens will understand the difference between being on private property versus City property when Somerset is so close to the Shared Use Path.

Council Member Betcher mentioned that the Council received a few emails referring to the sidewalk café fee and asked if it could be waived. Ms. Betcher commented that she didn't have enough information to know if it could be waived. Mr. Phillips explained there is a \$35.00 permit fee per season, and he thought there were about a dozen applications each season. The fee is intended to recoup the cost of processing the application, making sure everything is in order, and the site is in compliance with the *Municipal Code*. He stated that if the fee was waived, it would probably not hurt the City Clerk's budget. Mr. Phillips inquired if the Council would want to waive the permit fee for the rest of the season for new applicants only or would they want to have it be retroactive back to the beginning of the season and refund the applicants who had already paid. Ms. Betcher stated that it is the understanding that if a business that currently does not have a Sidewalk Café Permit wants to setup one they would have to go through the permitting process. Mr. Phillips explained that in the Staff Report they clarified the difference between setting up a sidewalk café on City right-of-way versus setting up tables and chairs in a parking lot. If the Council waived the parking requirement for the purpose of allowing tables and chairs in a parking lot on private property that would not require a permit or a fee.

Mayor Haila asked for public input.

Bethany DeVries, owner of Della Viti, Ames, wanted to thank staff and the Chamber for bringing this concern back to the Council quickly. She noted that in the Staff Report it mentions that the space

must be contiguous. The salon next door to her has approached her for several years asking her to put her tables in the front of their business, but the area is contiguous with her doorway. There would be a space for people to get into both of their businesses. Ms. DeVries commented that this is a gray area as the area would be contiguous with her doorway so it would be one patio, but people would need to get in and she is unsure if this could be done or not. Mayor Haila mentioned that staff will address her question after public forum is closed.

Dan Culhane, Ames Chamber of Commerce President, 3115 Aspen Road, Ames, thanked the Council for looking at ways to find solutions for businesses. The Chamber of Commerce reached out to over 70 businesses and the feedback was forwarded on to City staff for review. Mr. Culhane mentioned that the contiguous space is a good question, as there seems to be some logic since they share a door. He noted that he didn't know what the amount of the fee was to obtain a sidewalk café permit, but felt \$35 was an inconsequential amount, as every penny is needed for the businesses during the pandemic. Mr. Culhane commented, that on the fencing piece, he can appreciate the rule, but that is just another cost to the business owners.

Marcus Johnson, 1415 Duff Avenue, Ames, owner of the Mucky Duck Pub, stated that from his perspective moving parking spaces will create difficulty with maintaining the minimums. He commented that anything that could be done to simplify that process would be greatly appreciated. Mr. Johnson mentioned that parking is not that big of an issue, and questioned what options are available when there are shared parking spaces with some of their commercial neighbors. He noted that a lot of his customers have no plans to come back when he opens again, and believes that businesses will continue to hurt in the long-term. Mayor Haila wanted to verify that Mr. Johnson had a question about parking and a seating area that was not contiguous with his other seating areas that serve food. Mr. Johnson stated that if the additional outside area doesn't require parking, all they need to do is move some spaces, but his concern is that, as soon as they move parking spaces, it becomes difficult with site plans, etc. Mr. Johnson mentioned that his other question was if businesses could use an area not connected to the building for serving food.

Mayor Haila asked Assistant Manager Phillips to answer the question of Ms. DeVries regarding the contiguous area interrupted by the access to her business. Mr. Phillips stated he is not sure if there was a specific reason cited for that requirement at the time the *Code* was adopted. If he had to guess it was to help closely identify the sidewalk café with that business; that way if there was an issue it would be clear what business the sidewalk café belonged to. Mr. Phillips stated that his only concern with allowing multiple sidewalk cafés that are broken up into segments with a single business is that it does create the opportunity for sidewalk cafés to be stacked right next to each other, business to business to business, which can make it difficult. He noted this might be an opportunity for the City of Ames to try it, and after the sidewalk café season is over, to determine if the change should be made permanent. Mayor Haila inquired if Option 1E is what Ms. DeVries is questioning in the Staff Report. Mr. Phillips commented that there are two pieces, and the first one is that the Sidewalk Café Code currently states that the sidewalk café requires that the café can only extend across the frontage of the building it is attached to; it can't extend to another business's frontage. He noted that is the component that is being suggested to be waived and permanently modified. The other component

is a component of the *Code* that states a business may only have one unbroken sidewalk café per restaurant. Mr. Phillips mentioned that if the Council wanted to allow two sidewalk cafés for a restaurant with a break in-between for the entrance to the building, it would be a different waiver. Mr. Phillips commented this would be an issue if a restaurant had a door in the middle of the building; the sidewalk café would only be allowed on the left or right side of the door, not both.

Council Member Betcher commented that another thing that Mr. Johnson had mentioned was another location for a café on the same property, that is not contiguous to the building. Mr. Philips explained that was a different issue. If the second location is fully contained on private property, there is not any concern, but if a true sidewalk café is on the public sidewalk then that would fall into the sidewalk café issues, which would fall into the multiple sidewalk cafés per business. He noted that Mr. Johnson's situation is fully within his own property, and doesn't believe it would be a concern under the existing *Code* or the proposed waiver. Mayor Haila stated if that was done, it would displace some parking spaces until October 31, 2020, and that is what staff is proposing.

Mayor Haila questioned the fencing requirement. He asked if someone who served alcohol wanted to have a bigger expanse of a sidewalk café per the *Iowa Code*, there must be a physical barrier between the sidewalk café and where people are walking. Mr. Phillips commented that there has to be a delineated premise and the fencing accomplishes that. He is not sure the City has the ability to waive it. Mayor Haila inquired if painting a stripe on the sidewalk could be considered a delineated area. Council Member Beatty-Hansen commented that a line is the definition of delineated. Council Member Corrieri inquired if the delineated piece is only going into the public rights-of-way. Ms. Corrieri mentioned she is thinking again of the Somerset example stated earlier. City Attorney Mark Lambert stated that he doesn't have an answer to Council Member Corrieri's question. He mentioned he would want to look at the *Code* before giving a definitive answer. Mr. Lambert commented that a physical barrier is better than painting a line. Council Member Betcher noted that a physical barrier would avoid the issue of painting the City rights-of-way, and Downtown has decorative pavers on the sidewalks. Mayor Haila mentioned, if a physical barrier is needed, someone could use a piece of rope strung through a piece of PVC pipe and have a concrete weighted foot. He commented that the Council wants to help the businesses by quickly expanding their capacity, but if the businesses have to purchase wood fencing etc., it can get expensive and will affect the quality of the pavement. Attorney Lambert stated that a line on the ground could be easily stepped over; a physical barrier would be preferable.

Moved by Martin, seconded by Gartin, to adopt Options 1 A-E, which state:

- a. Temporarily waive enforcement of minimum parking requirements for standard parking stalls (not ADA parking stalls) for the temporary use of an existing parking lot for outdoor dining subject to conformance with sidewalk clearance and vehicle access standards of the Zoning Ordinance through October 31, 2020.
- b. Temporarily waive the provisions of Section 21.134 through October 31, 2020, for the purpose of allowing temporary portable signs on public sidewalks in zones other than DSC and CSC.
- c. Temporarily waive enforcement of Section 22.32(b)(4) through October 31, 2020,

- for the purpose of allowing sidewalk cafes to extend into the frontage of an adjacent business, provided permission has been obtained from the adjacent property owner.
- d. Prepare an ordinance to permanently remove the requirement in the Sidewalk Café Code for barriers to be in place if alcohol service will not be provided.
 - e. Prepare an ordinance to permanently modify the Sidewalk Café Code to allow a sidewalk café to extend in front of an adjacent business, provided the extension is approved by the adjacent business owner and ingress/egress to the adjacent business is not blocked.

and to additionally institute temporary waivers on Options 1 D and E for this season, and to additionally temporarily waive the provision limiting each sidewalk café to the one segment.

Council Member Corrieri asked for clarification on Option 1C: to temporarily waive the extension of the frontage. She would be in favor of doing that permanently. Council Member Beatty-Hansen mentioned that to her it looked like Option 1E does permanently what Option 1 C does temporarily. Council Member Junck commented that Option 1D doesn't allow for a temporary waiver. When staff is working on preparing the ordinance it would temporarily waive the barrier requirement for this season. Council Member Martin mentioned that his intent was for it to be temporary and then staff will prepare an ordinance.

Council Member Betcher wanted clarification on what Council Member Junck stated about Option 1 D as she thought the Council could not waive the barrier requirement. Council Member Martin stated that the Council can waive the barrier requirement, but not the delineation.

Council Member Corrieri inquired if the motion would solve the contiguous issue along with extending the frontage. Mr. Martin stated that his motion does those things, but would be temporary for this sidewalk café season. Council Member Betcher asked for Council Member Martin to list what would be permanent and temporary, so she is clear on the motion. Council Member Martin explained that the only permanent aspects were Options 1D and 1E.

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

Moved by Martin, seconded by Gartin, to temporarily waive the requirement that a barrier be at least 42 inches and be constructed in order to satisfy the State requirement of delineated premises.

Council Member Martin stated that the motion leaves open the interpretation of how the barrier could be accomplished as businesses will no longer be required to put up a 42-inch barrier, but would still have to satisfy the State law, and would no longer say how businesses have to have a barrier. Council Member Beatty-Hansen inquired if the motion was temporary or permanent. Mr. Martin stated it was temporary.

Council Member Betcher commented that it sounded as if City Attorney Lambert was not sure about the delineation aspect and asked for him to weigh in. Attorney Lambert mentioned that he is not sure if the barrier requirement is per the *Code of Iowa* or in the Alcoholic Beverage's Administrative

rules, and he had not looked at those yet. He suggested if the Council was going to approve the motion regarding the barriers to make the motion fuzzy enough, where if they discovered they were unable to change the barriers then they wouldn't have to. Mr. Lambert commented that he would be more comfortable looking through the *Code* before a final decision is made.

Council Member Martin asked to amend his motion to add that it be contingent upon the approval of the City Attorney.

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

Moved by Gartin, seconded by Corrieri, to waive the sidewalk café permit fee and refund the fees for whomever has already paid for a sidewalk café permit for this season.

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

DELINQUENT UTILITY ACCOUNTS RELATED TO COVID-19: Assistant City Manager Deb Schildroth stated that the Governor's Proclamation included an order by the Iowa Utilities Board (IUB) restricting the disconnection of utility service to any customer by all electric and natural gas utilities until the public health emergency is lifted by the Governor. Although not governed by IUB, city-operated water and sewer utilities were also strongly encouraged to cease disconnections. Therefore, the City has not issued any utility disconnect notices since Mid-March. The Proclamation expired on May 27, 2020, and staff is now looking on how to best manage the delinquent accounts and what options will be available for the customers. She commented that the pandemic has affected everyone differently. Individuals have had job losses, job changes, receiving temporary assistance through unemployment funds, and trying to get their feet on the ground. When putting all these factors together, staff's goal was to work with the customers to keep their utilities intact while getting the delinquent accounts up to date. Ms. Schildroth stated that there will be re-payment plans, which have always been offered, but this time if an individual had a payment plan before, but didn't meet the terms of the payment plan, they can start over with a new plan. CDBG COVID funds will be available through the Planning and Housing Department to help with utilities, and several agencies will be receiving CARES funds to help with utility assistance.

Council Member Betcher stated that the Council received a lot of emails right before the Council meeting that seemed to believe that the City was going to cut-off all utility service tonight. She wanted to reaffirm that any utility disconnects have a process that needs to be followed, and staff will be doing everything possible to ensure that utilities will continue to be available. Ms. Schildroth confirmed that Ms. Betcher was correct, and staff will follow the process. The City has a very generous process to begin with regarding notifying customers of delinquent accounts. The City of Ames wants to work with the customers to get them the assistance they need and to avoid disconnection. Council Member Betcher commented that the process seems to be the same as it has been in previous years, but the amount owed would be higher. She wanted to know how many customers routinely get their utilities cut off after going through the process. City Manager Steve Schainker stated that it can be a little confusing as many of the customers getting shut off are in apartment buildings and there is a tendency for some people to not pay their final bill and move out. The apartment owner is usually notified, and the service is transferred into the landlord's name, so

the utility is not shut off, and sometimes the final bill is paid by their deposit. He noted that the numbers can be deceiving as during August they may have 50 accounts due to be shut off, but a lot of those are from the apartment complexes.

Council Member Betcher noted that a few community members have asked about Project Share, which is set up to help members of the community who are not able to pay their winter utility bills, and inquired if those funds could be used in this type of situation. Mr. Schainker stated that he spoke with Mike Wheelock from Customer Service, and he didn't believe those funds could be used for delinquent utilities related to COVID-19. Project Share was created to meet the requirements of a State Ordinance that was established in 1988, and the wording states that the purpose of the funds is to receive contributions to assist low-income customers with winterization and to supplement energy assistance received under the Federal Low-Income Heating Assistance Program for payments of winter heating bills. He noted the funds are directed to a particular area. Ms. Betcher stated that it wouldn't preclude the City of Ames from setting up another fund that may operate in a similar way, where citizens can contribute, if they were interested. City Manager Schainker explained he isn't sure if they would set up a fund, but there are accounts where citizens can make donations to.

Council Member Corrieri stated she had a question for Ms. Schildroth as she is a little nervous about the City potentially collecting for the same things that several non-profits are already funding. Ms. Corrieri noted she was in a different meeting today, and it was brought up that there are a number of agencies that have a healthy amount of funds available to help with different types of assistance. She wanted to clarify that is what Ms. Schildroth has heard as well. Ms. Schildroth mentioned that several of the agencies have received funding through CARES for items or situations that they normally don't have funding for and there is a lot of assistance available for citizens to utilize. Ms. Betcher explained it may be the case of just letting a customer know where they can go to get help.

Council Member Martin wanted to clarify that he was reading the staff report correctly as it states that the only way a disconnect order will be issued is if the customer doesn't respond to the first and second notices. Finance Director Duane Pitcher mentioned that one of the changes they are asking for is that they are going to give customers notice as if it were the first time, they were coming up delinquent. He noted that they are expecting a lot of customers to come in and make payment arrangements and they are going to mail the first delinquent notice by billing cycles. As the accounts that come up as delinquent, they will be given the 12-day notice, which will ask the customer to come in and make a payment arrangement and will give them a list of agencies to contact for assistance. The second notice is a door hanger on the premise and the only way a customer will be shut off is if the customer did not contact the City to make some arrangement to make a payment or come in and make the payment. Mr. Pitcher explained that it will be a long process as they do expect to make several arrangements.

Council Member Corrieri mentioned that from her experience with a few clients that she serves, several agencies have streamlined the process and have less paperwork to complete to help move the assistance through as fast as possible.

Council Member Gartin commented that given the number of people who have been impacted, the Council should get a report back from the Finance Department with an update on delinquent accounts. Director Pitcher mentioned that it would be beneficial to wait for the utility department to go through all the cycles and then they could report back to Council. Mr. Gartin wanted clarification on if it would impact the customer's credit if a customer went into a collection situation. Mr. Pitcher stated they typically do not report. There are a lot of cases that a landlord has a Leave-On Agreement and the landlord might turn a customer's account over to collections, but the City does not typically report small amounts.

Council Member Martin mentioned that the actual cut-offs are tied closely to non-responsiveness. He had heard that if the customer does respond to one of the notices, the City will work with the customer, and wanted to verify that was correct. Director Pitcher confirmed that was correct. Mr. Martin noted that is critical for people to understand.

Council Member Junck questioned the timeline, as based on the staff report, the delinquency processes would start immediately, but there is a deadline of June 30, 2020, for the Low-Income Heating Assistance Program (LIHEAP). Ms. Junck inquired as to what funding opportunities would be available if the CDBG funds are not available yet.

Housing Coordinator Vanessa Baker-Latimer stated she did receive notification earlier today in writing from HUD that the Action Plan had been approved and authorized the City to proceed with the process. She commented that once she completes the environmental process (which will be done in the morning), they can look at getting applications out sooner as HUD mentioned it will take them about one more week to go through the documentation. She pointed out that one important factor with the CDBG program is that a customer could not be disconnected. Ms. Baker-Latimer commented that going through the cycling process again with past due accounts will be helpful, as it will give customers more time to get assistance.

Mayor Haila asked for public input.

Terry Potter, 608 Douglas Avenue, Ames, stated that the discussion tonight had been very helpful. He asked for the Council to take into consideration the explosive number of positive COVID-19 cases in Story County and the effect on the City of Ames. Mr. Potter asked, in order to prevent customers from being cut-off, could they use the CDBG funds without an application and apply the monies to prevent the customer from being disconnected. He commented that there were fewer than 100 COVID-19 cases at the beginning of June and now there are about 500 cases.

Moved by Corrieri, seconded by Gartin, to approve Alternative 1: To approve the resumption of utility collections including disconnects with the following changes to the regular policy: a) Withhold sending notice until the next regular billing cycle even though a customer is already delinquent to the point of a disconnect notice; b) Allow for a payment plan in those situations where such a plan had been in place, but terms were broken; c) Offer additional options for financial assistance, and d) Have staff report back in August.

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

SMALL LOTS AND INCREASING THE DIVERSITY OF HOUSING TYPES: Mayor Haila stated this item is a Staff Report and is in the beginning of creating concepts; therefore, there would not be any public input on this item tonight.

Planning and Housing Director Kelly Diekmann mentioned that this Report is a product of one of the City Council's Goals this year, which is to "Increase the stock of diverse housing types for a variety of income levels through zoning, including: 1) adjusting minimum lot area, 2) multiple dwelling units on a lots, and 3) accessory dwelling units. The first task assigned for this goal was an evaluation of minimum lot size standards and multiple buildings on a lot within the City's Zoning Ordinance. The Staff Report identified how to look at small lots as a component of the development process and to give the Council some examples of how other cities look at it. A Power Point was provided to the Council to help illustrate some of the concepts in the Staff Report.

Director Diekmann explained that small lots and increasing the diversity of housing types is a housing issue that has been under discussion in many jurisdictions. He noted that it is an industry issue along with a city issue. Mr. Diekmann mentioned they are not talking about tiny houses, but talking about creating individual lots for long-term construction of homes. A normal lot within the City of Ames is probably a double-car garage wide lot; which is typically in the 65-foot-wide range and 120 foot deep. A small lot is just not about the area, but the width as well. He noted, when looking at the examples, the floor plans have to be very precise and specific to make sense for the home buyer, and to provide features on the lot and architecturally that would make sense with the neighborhood. Mr. Diekmann noted they would be looking at lots that are under 50-feet-wide and most of the time under 100 feet deep. A couple examples that were provided by the Urban Land Institute of a small house on a small lot were shown. Side yards are not an important feature with small houses on small lots. He pointed out that in the Staff Report, they do mention not confusing the small lots with a necessarily small home or a lower cost depending on the builder's goals. They could still build a large home on a smaller lot or have a very featured-packed home that is still going to be very expensive. Director Diekmann stated that cities have approached this concept differently and the approach cities are trying is the long-term livability. He then showed the following examples of small lot home styles: 1) Pattern Book; 2) Form-Based Code example; 3) Iowa City cottages; and, 4) Cottage Courtyard. Mr. Diekmann pointed out a few examples of small lots already within the City of Ames and indicated in West Ames, the Sunset Ridge area that is still under construction, and in North Ames, the Bloomington Heights West.

Council Member Gartin asked if there is any research as to what the impact is on the neighborhood when all you are seeing are garage-prominent structure when driving through the neighborhood. He mentioned he prefers the garages to be located in the rear of the homes as it makes the neighborhood more engaging. Director Diekmann commented, from his experience, he has spent a lot of time trying to balance the public street appearance and the private space on the lot for the homebuyer. The idea of having just garages on a private street with no yards and driving into a dead-end cul-de-sac

is not something the City of Ames will want to promote. If there are any front-loaded homes, Mr. Diekmann recommended looking at the sidewalk connectivity, and the open connections.

Mr. Diekmann stated that a lot of cities don't have a one-size-fits-all approach to small lot house types. He noted that, when looking at different cities within Iowa, the default basis Single-Family Zoning is the same in almost every city. The City of Ames has one of the smaller lot sizes with higher density expectations at 6,000 square feet. Cities are normally relying on a Planned Unit Development (PUD) process. They are asking for developers to ask for waivers or deviations from basic code standards to do small lots. Director Diekmann stated that, in the Staff Report, there are a few options for Council to think about as they move forward. He noted there are some very short and small options the Council could go with. Option 1 and Option 2 talk about lowering the lot line standards or adding in an element where a variation could be done. Option 3 has an intentional component of trying to create diverse housing opportunities through mandatory standards rather than through optional or flexible standards. Option 4 is creating a new Planned Unit Development tool to focus on smaller lot issues to consider case-by-case design issues and provide a greater degree of flexibility than usually afforded by base housing.

Council Member Gartin stated that it seems counter-intuitive that Option 4 would necessarily diminish focus on green space and inquired why that would be. Mr. Diekmann explained that the default standards are hard to achieve when doing anything with a variation. A PRD allows for flexibility, but its automatic trade-off is substantial open space being set aside and not density expectation.

Mr. Diekmann stated that Option 5 is to establish housing prototypes with Form-Based zoning standards. This option could be a stand-alone zoning approach, or the basis of a design guideline tool related to other zoning changes. He mentioned that Form-Based zoning describes how the City would want to orient a home and what features need to be integrated depending on lot sizes. This option would be more design-oriented and may need to be combined with some of the other tools. Since Form-Based learning is not currently used within the City, there could be a steep learning curve. Mr. Diekmann noted that the City has been talking for years about how to get more homes built in the City and it is very clear that it is a desire in the community. The hard part is how to do this with the current market. Mr. Diekmann thought that if the City did a small adjustment and went down to 5,000 square feet that would be encouraging. Staff is eager to get direction from the Council and move forward. Director Diekmann commented that in terms of public input, since this is the first step, they reached out to the developer's interest group and alerted them that the City Council was taking the first step with a staff report. He noted that, when moving forward, there will be plenty of opportunities to get developer input.

Council Member Gartin commented that the Form-Based zoning is new to the development community and new for the City of Ames and suggested it would be helpful to have something on the web to provide substantial examples.

Mayor Haila referred to the City Council Goal as stated earlier and that in the staff report it notes that

while lot area influences the overall cost of housing, it should not be misconstrued that smaller lots necessarily lead to lower cost or “affordable” homes automatically. Variables on home size and finishes affect the overall cost of home at a much higher rate than lot size. Staff finds the issues of sales price and lot area do intersect, but it is more directly connected to creating housing variety than ensuring affordable housing. He mentioned that as the Council starts to discuss this topic and moving forward, he wondered if the Council’s Goal is being accomplished or if the goals are incompatible. Mayor Haila wanted to know if the goal was to provide housing through a variety of income levels, is it through zoning or by some other means. He wanted the Council to think about what they are trying to accomplish with their goal.

Council Member Gartin stated that the Council can’t achieve affordable housing through zoning. When looking at the factors that go into housing (materials, labor, land cost, etc.), there are some things that can be tweaked by zoning, but all they can do is encourage more construction, so the price is being affected by the quantity. The challenge is the City is not building enough houses to drive down the curve.

Council Member Beatty-Hansen commented that if you allow for smaller lot sizes, you could put more houses. She understood Council Member Gartin’s comment about only zoning changes to bring affordable housing, but still believes it is an important piece. Council Member Gartin noted he is very support of creating some flexibility, but believes Mayor Haila’s comment was very profound as it is not going to be the silver bullet that solves all the affordable housing issues. Ms. Beatty-Hansen mentioned that there are many approaches at once. Council Member Corrieri stated that they have heard some from the development community that this type of flexibility whether with the PUD or some other mechanism will help in some way to address some of the affordability issues.

Mayor Haila referenced the Council goal and stated maybe they need to define what “variety of income levels” means and inquired if that meant people from low-moderate-income up to a higher-wage earner. Council Member Betcher stated that the Council is getting into the position where they are using the term “affordable housing” and should be saying “housing affordability,” because having smaller lots can lead to housing affordability for certain income levels much more than it leads to affordable housing for LMI individuals, although it can help to contribute to that. Ms. Betcher noted that when she is thinking about smaller lots, she is thinking about a means to increasing diversity stock that is still going to get to more levels of income than the current housing stock. It will increase affordability, but not specifically designed to solve the affordable housing problem.

Council Member Martin mentioned that he agrees with what has been said and that the goal is phrased well. He would like to pursue this more, but not ready to make any major decisions tonight. Mr. Martin thought the staff presentation was a great introduction and to think about what to do next. Some of the options presented were good ideas but doesn’t feel that the Council needs to move quickly.

Council Member Junck commented that this was one of the goals she had brought up and was

excited to see the report. One of the things she was looking at was how the tasks were laid out after the goal. Ms. Junck stated that one of the tasks states “after the report is provided the Council will decide whether to proceed with changes before getting another staff report about accessory dwelling units,” but thought it would be helpful to have the report on accessory dwelling units before making any decisions. This way the Council can comprehensively look at both together. Council Member Betcher agreed with Council Member Junck. Director Diekmann stated if staff did that it would be a big change. In the Ames 2040 Plan discussion, they said they would look into accessory dwelling more when they got into the land use discussions and understanding what expectations were in existing neighborhoods. Mr. Diekmann viewed this task as new development. He noted that small lots and accessory dwellings are not related because they are not addressing the same types of properties. He mentioned they could be done concurrently, but there is more work on the accessory living unit side than there is in investigating zoning district changes.

Mayor Haila asked Director Diekmann to talk about how the discussion of Zoning and Zoning Ordinances interface with the Ames 2040 Plan. Director Diekmann commented that as the Council gets through the Ames 2040 Plan, it will become clear what elements of the Zoning Ordinance need to change to fit the policies of that Plan. Mr. Diekmann noted that this task fits within the current Land Use Policy Plan (LUPP), and they already have a goal to support housing diversity and variety and if they are saying the current tools are not accomplishing this, they could say that moving forward with a Zoning Ordinance fits with the idea of the current LUPP.

Council Member Beatty-Hansen asked for a reminder of what Director Diekmann had suggested with the PUD tool and the 5,000-square-foot lot size. Mr. Diekmann stated if they just reduced the lot area that would be simple to do and will give a little bit of change to the Ordinance, and doesn't lead to the new kind of development concepts, and that is where they would need the PUD tool to allow for development. Ms. Beatty-Hansen questioned if the two together were a good combination. Director Diekmann stated that as the staff begins to look through options, they will begin to see what they want for a small lot project, and then some of it could be rolled into zoning directly and maybe some needs to be kept in the PUD Ordinance.

Mayor Haila mentioned that the people that will be affected the most by the small lots are developers. The developers were alerted that the Council would be taking this concern up for discussion, but did not have any hard materials to look at. Mayor Haila inquired if it would be appropriate to schedule a workshop to discuss this topic further. He wanted to make sure if any changes were to be made, additional feedback would be needed. Director Diekmann explained that staff could do that, but it is hard for the development community to respond in theory without some idea of where the Council is heading with the project. He noted there are big differences between Option 1 and Option 5.

Moved by Beatty-Hansen, seconded by Corrieri, to have staff look further into and get feedback on Options 1 (Modify Base Zoning Standards for Lot Area) and Option 4 (Establish a Planned Unit Development Tool).

Council Member Betcher asked if the PUD tool would create a lot more work for staff than Option 5 (Establish Housing Prototypes with Form-Based Zoning Standards). Mr. Diekmann commented that Option 5 would create more work than Option 4. Option 5 is going to have a higher level of detail than Option 4. Option 4 is going to setup framework or parameters that staff will want to see. Option 4 would respond to a developer's request where Option 5 is going to define in a greater level of detail what staff would expect someone to do and the developer will know going into the project that they will need to match that expectation. Council Member Betcher inquired if that would remove the project by project analysis if the design standards are set for a Form-Based Zoning. Director Diekmann stated that Form-Based Zoning has value, but is time-intensive on the front and back end.

Council Member Beatty-Hansen stated that she is leaning on staff recommendations, and those two options would be something to start with and get more input from the development community.

Council Member Gartin stated that he likes Option 1 and Option 4, but would like to add Option 2 (Create Optional Lot Size Variation Option) to give more options to respond to. Mr. Diekmann stated, for outreach, there would not be any additional work.

Council Member Betcher questioned how they arrived at the maintaining of the 50-foot lot width requirement on Option 1 as other cities that have gone to the 5,000 square-foot lot have also reduced the lot width. Mr. Diekmann stated if you keep lot width, you will get the features on a public street look; you will get the driveway space that allows on-street parking, and still space for street trees. When you start to go below 50-feet, there is a lot of pressure on how things are going to fit. His comfort level was to reduce square footage.

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

Moved by Gartin, seconded by Betcher, to include Option 2 to what is being presented to the community and for the workshop.

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

Director Diekmann stated in July the Council is already scheduled to discuss 321 State Avenue in July. In August, the Council is holding that Workshop for non-planning items. He noted in the Fall, they will be discussing the Ames 2040 Plan again. Mr. Diekmann asked that the Council give staff time during the summer to reach out to developers and then will provide communication back to the Council to see if they should have a workshop or how to go about incorporating the input.

HEARING ON 2019//20 SHARED USE PATH SYSTEM EXPANSION - VET MED TRAIL (S. 16TH STREET TO ISU RESEARCH PARK): Council Member Gartin wanted to direct the Council's attention to Page 3 of the Staff Report, Section 9, regarding the duration of easement. He mentioned that normally easements are perpetual unless they are a temporary construction type of easement or some other reason why there needs to be a constraint on the easement. Mr. Gartin's concern was that, by having a 20-year easement, it will place a burden on staff to periodically go

back and renegotiate the easement. He commented he was concerned that this would be setting a precedent as to how the City is entering into Agreements with the University. City Manager Steve Schainker stated that over the years the position of the University has changed; there was a time that they used to have 199-year Agreements with the University for parkland, but that has been reduced substantially. He noted he is not sure if it is the position of the University. In the past, negotiations had taken place with the University, but now the Board of Regents Attorney's office is involved and have different expectations for the easements. Mr. Schainker noted that it wasn't because they City didn't want longer easements, but it is not possible to negotiate longer terms right now.

The public hearing was opened by the Mayor. He closed the hearing after no one asked to speak.

Moved by Beatty-Hansen, seconded by Corrieri, to adopt RESOLUTION NO. 20-357 approving a 20-year Shared Use Path Easement with Iowa State University for a portion of path on the Vet Med property and authorize City staff to approve any de minimis changes required by the Attorney General and Board of Regents.

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

Moved by Beatty-Hansen, seconded by Betcher, to adopt RESOLUTION NO. 20-358 approving the final plans and specifications and awarding a contract to Howrey Construction, Inc., of Rockwell City, Iowa, in the amount of \$282,715.05, subject to the City being granted an acceptable easement from the State of Iowa.

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

HEARING ON 2019/20 ARTERIAL STREET PAVEMENT IMPROVEMENTS - 13TH STREET (WILSON AVENUE TO DUFF AVENUE): The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Gartin, seconded by Corrieri, to adopt RESOLUTION NO. 20-359 approving the final plans and specifications and awarding a contract to Con-Struct, Inc., of Ames, Iowa, in the amount of \$2,350,344.20.

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

HEARING ON CYRIDE 2020 INTERIOR IMPROVEMENT: Mayor Haila opened the public hearing and closed it when no one came forward.

Moved by Gartin, seconded by Junck, to approve the Report of Bids and delaying award to allow for Transit Board approval.

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

HEARING ON PROPOSED VACATION OF A PORTION OF CITY RIGHT-OF-WAY

ADJACENT TO THE SOUTH EDGE OF 2400 SE 16TH STREET: The public hearing was opened by the Mayor. He closed the hearing after no one asked to speak.

Moved by Beatty-Hansen, seconded by Gartin, to pass on first reading an ordinance to vacate a portion of City right-of-way adjacent to the south edge of 2400 SE 16th Street.

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

ORDINANCE REVISING THE PARKING REGULATIONS ON WESTBROOK DRIVE: The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Martin, seconded by Gartin, to pass on first reading an ordinance revising the parking regulations on Westbrook Drive.

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

ORDINANCE ESTABLISHING PARKING RESTRICTIONS ON DUFF AVENUE (20TH STREET TO GRAND AVENUE): Moved by Junck, seconded by Gartin, to pass on second reading an ordinance establishing parking restrictions on Duff Avenue from 20th Street to Grand Avenue, and prohibiting parking at all times on the west and south side of Duff Avenue from Douglas Avenue to 22nd Street and from 120' west of Briggs Circle intersection to Grand Avenue.

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

ORDINANCE UPDATING NAME OF IOWA STATE UNIVERSITY STUDENT GOVERNMENT IN AMES *MUNICIPAL CODE* SECTION 26A: Moved by Junck, seconded by Beatty-Hansen, to pass on third reading and adopt ORDINANCE NO. 4415 updating the name of the Iowa State University Student Government in Ames *Municipal Code* Section 26A.

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

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila mentioned that there were three items to be addressed. The first was an informational memo from the Planning and Housing Department in response to the request its department received to amend the Ames Urban Fringe Plan (AUFPP) Long-Term Industrial Reserve designation of property used as the former Caremoli USA plant. Mayor Haila commented that it was the recommendation of staff to place the request on a future agenda for further discussion.

Moved by Corrieri, second by Beatty-Hansen, to have staff place this item on a future Agenda.

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

Mayor Haila stated that the second item was a memo that staff prepared regarding a request from Blake Jensen for some property south of Ames. The Mayor noted that this morning the Council received an email from the applicant, and after talking with Planning and Housing Director Kelly Diekmann, it was his understanding that Mr. Jensen had withdrawn his request as they are no longer interested in pursuing the request.

Mayor Haila mentioned the last item was a letter from Lojean Petersen representing the Ames Main Street Farmers' Market. Council Member Martin stated that the request is to permit the Ames Main Street Farmers' Market to resume all activities. Mr. Martin commented that his own feeling is that the Council should still have an interest in minimizing entertainment distractions in the City of Ames. He fully supports the idea of allowing non-food items as in previous years. Some of the food vendors like to offer samples of their food and wine, as a prelude to purchase, but that not really a gathering type of event.

Moved by Martin, seconded by Corrieri, to approve the request of the Ames Main Street Farmers' Market for the addition of non-profit artisans, crafters, and other vendors to the market, and food and wine sampling can be resumed at the Market.

Council Member Gartin asked for clarification as to what would not be allowed at the Farmers' Market. Council Member Martin stated it would be activities, music, tables and chairs, and to be able to eat food within the market. Mr. Martin commented that the Market would be more of "get what you would like, social distance, and keep moving."

Council Member Betcher stated she is not comfortable with eating food within the Market, so she probably wouldn't support the motion, but other than the food she doesn't see a problem. Council Member Beatty-Hansen commented that it would be only sampling food and wine and general merchandise vendors. Council Member Betcher stated it would be difficult to separate the food sampling from eating other food and may lead people to believe that they can eat the food from the food trucks while still at the Market.

Council Member Gartin mentioned that he will support the motion, but will be making another motion to add the other items that he felt would be beneficial.

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

Council Member Gartin stated that since the State has lifted the other restrictions for Farmers' Markets, the Council has generally taken the posture that they will follow the States recommendations with respect to issues of health and safety. Mr. Gartin commented that the point Council Member Martin had made about an equal protection perspective is what the Council should do, and treat like parties in a similar fashion. He felt that since restaurants were able to open back up, this would be the next step for the Farmers' Market.

Moved by Gartin to lift the other restrictions on the Farmers' Market.
Motion failed for lack of a second.

COUNCIL COMMENTS: Council Member Betcher stated she had a very successful NLC Summer Board and Committee Leadership Summit. There were exciting discussions around the ideas that the race and equity team were sharing. There are a lot of communities that are trying to improve their

inclusion and diversity efforts.

Council Member Junck wanted to remind everyone about the second NAACP Zoom meeting on Thursday, June 25, 2020. She thought the first meeting went well and is excited to see how the other meetings will go.

Council Member Corrieri stated that they have seen the COVID-19 numbers spike over the past couple of weeks and given what they are seeing regarding public health along with several local businesses electing to close. She felt the Council should have a formal discussion on what measures they are taking either legally or what measures they are encouraging the public to do to keep themselves and each other safe.

Moved Corrieri, seconded by Betcher, to add to the next agenda a formal staff report laying out what legal options are available to the Council, especially given the recent Story County public health guidance, and what other recommendations staff may have about encouraging particular behaviors within businesses and the community.

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

Mayor Haila wanted to echo what Council Member Junck said regarding the NAACP Zoom meetings. He stated that they had so many participants on the first meeting, they had to increase the capacity. Public Relations Coordinator Susan Gwiasda commented that the NAACP Zoom meetings are being recorded and people can go to the Media Productions page on the City of Ames website, under “Archived,” to watch any previously recorded video.

CLOSED SESSION: Mayor Haila asked City Attorney Mark Lambert if there was a legal reason to go into Closed Session. Mr. Lambert replied in the affirmative, citing Section 21.5(1)c, *Code of Iowa*, to discuss matters presently in or threatened to be in litigation.

Moved by Corrieri, seconded by Betcher, to go into Closed Session under Section 21.5(1)c, *Code of Iowa*, to discuss matters presently in or threatened to be in litigation.

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

The Council entered Closed Session at 8:17 p.m. and reconvened in Regular Session at 8:50 p.m.

Moved by Betcher, seconded by Beatty-Hansen, to approve the Settlement Agreement with Tim Hansen.

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

ADJOURNMENT: Moved by Betcher to adjourn the meeting at 8:50 p.m.

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor

Diane R. Voss, City Clerk

**MINUTES OF THE SPECIAL MEETING OF THE
AMES CIVIL SERVICE COMMISSION**

AMES, IOWA

MAY 11, 2020

The Special Meeting of the Ames Civil Service Commission was called to order by Chairman Mike Crum at 11:46 a.m. on May 11, 2020. As it was impractical for the Commission members to attend in person, Commission Chairperson Mike Crum and Commission Member Harold Pike were brought in telephonically. Commission Member Charlie Ricketts was absent.

REQUEST TO EXHAUST ENTRY-LEVEL CERTIFIED LISTS FOR TREATMENT PLANT MAINTENANCE WORKER WPC SUB-LIST AND HUMAN RESOURCES OFFICER I:

Commission Member Pike asked, if the Lists are abolished, would those remaining on those Certified Lists be added to the new Lists. Human Resources Director Bethany Jorgenson answered that, per Civil Service policy, the remaining candidates would be moved to the next eligibility list. Ms. Jorgenson explained that there were some issues noted by the hiring supervisors, and they would like to conduct another recruitment to see if the pool of candidates would be different. Specifically addressing the Human Resources Officer I position, Director Jorgenson advised that the previous recruitment was conducted almost one year ago. One person remains on the List and will be added to the new List. The Department could wait for the List to expire; however, the position is now vacant, and there is an urgent need to fill it.

Moved by Crum, seconded by Pike, to approve the request to exhaust the Entry-Level Certified Lists for Treatment Plant Maintenance Worker WPC Sub-List and Human Resources Officer I.

Vote on Motion: 2-0. Motion declared carried unanimously.

COMMENTS: The next Regular Meeting of the Ames Civil Service Commission is scheduled for May 28, 2020, at 8:15 a.m.

ADJOURNMENT: The meeting adjourned at 11:58 a.m.

Michael R. Crum, Chairman

Diane R. Voss, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
AMES CIVIL SERVICE COMMISSION**

AMES, IOWA

JUNE 25, 2020

The Regular Meeting of the Ames Civil Service Commission was called to order by Chairman Mike Crum at 8:17 a.m. on June 25, 2020. As it was impractical for the Commission members to attend in person, Commission Chairperson Mike Crum and Commission Member Harold Pike were brought in telephonically. Commission Member Charlie Ricketts was absent.

APPROVAL OF MINUTES OF APRIL 23, 2020, AND MAY 11, 2020: Moved by Crum, seconded by Pike, to approve the Minutes of the April 23, 2020, Regular Civil Service Commission meeting and May 11, 2020, Special Civil Service Commission meeting.

Vote on Motion: 2-0. Motion declared carried unanimously.

CERTIFICATION OF ENTRY-LEVEL APPLICANTS: Moved by Pike, seconded by Crum, to certify the following individuals to the Ames City Council as Entry-Level Applicants:

Human Resources Officer I	Kemi Shokunbi	84
	Mallory Hamilton	83
Police Officer	Bradley Campbell	92*
	Cassie Edwards	88
	Joseph McNeill	84
	Christian Escobar	81
	Wendell Lee	81
	Alex Grafft	79*
	Courtney Owen	76
	Michael Olson	70

*includes preference points

Vote on Motion: 2-0. Motion declared carried unanimously.

COMMENTS: The next Regular Meeting of the Ames Civil Service Commission is scheduled for July 23, 2020.

ADJOURNMENT: The meeting adjourned at 8:18 a.m.

Michael R. Crum, Chairman

Diane R. Voss, City Clerk



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 st – 15 th
	<input checked="" type="checkbox"/>	16 th – End of Month
Month & Year:	June 2020	
For City Council Date:	July 14, 2020	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Public Works	2017/18 Shared Use Path Expansion (West Lincoln Way)	2	\$193,618.93	Manatt's Inc.	\$1,100.00	\$1,939.29	J. Joiner	MA
Public Works	Engineering Services - Highway 69 Improvements	1	\$68,600.00	WHKS & Co.	\$0.00	\$1,840.00	M. Gansen	MA
Parks & Recreation	Durham Bandshell Electrical Renovations	1	\$136,500.00	Jaspering Electric, Inc.	\$0.00	\$1,285.40	K. Abraham	MA
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

Applicant License Application ()

Name of Applicant: <u>Orchestrate Management</u>		
Name of Business (DBA): <u>Gateway Market</u>		
Address of Premises: <u>Reiman Gardens- Lyon Reception Bar Only</u>		
City <u>Ames</u>	County: <u>Polk</u>	Zip: <u>50011</u>
Business <u>(515) 331-1753</u>		
Mailing <u>130 E. 3rd St., Ste 201</u>		
City <u>Des Moines</u>	State <u>IA</u>	Zip: <u>50309</u>

Contact Person

Name <u>Michelle Mathews</u>	
Phone: <u>(515) 331-1753</u>	Email <u>mmathews@ohospitality.com</u>

Classification Class C Liquor License (LC) (Commercial)Term: 5 daysEffective Date: 07/28/2020Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)Outdoor Service

Status of Business

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

Ownership

Paul Rottenberg

First Name: Paul ✓ Last Name: Rottenberg
City: Des Moines State: Iowa Zip: 50315
Position: Partner
% of Ownership: 23.39% U.S. Citizen: Yes

Michelle Mathews

First Name: Michelle ✓ Last Name: Mathews
City: Des Moines State: Iowa Zip: 50309
Position: Controller
% of Ownership: 0.00% U.S. Citizen: Yes

George Formaro

First Name: George ✓ Last Name: Formaro
City: Des Moines State: Iowa Zip: 50320
Position: Partner

% of Ownership: 10.74%

U.S. Citizen: Yes

Jeff Hunter

First Name: Jeff ✓
City: Des Moines
Position: Partner

Last Name: Hunter
State: Iowa Zip: 50312

% of Ownership: 11.45%

U.S. Citizen: Yes

Rasmussen Holding, LLC

First Name: Rasmussen
City: Des Moines
Position: Partner

Last Name: Holding, LLC
State: Iowa Zip: 50316

% of Ownership: 11.45%

U.S. Citizen: Yes

Partners Development Group, LLC

First Name: Partners Development
City: Urbandale
Position: Partner

Last Name: Group, LLC
State: Iowa Zip: 50322

% of Ownership: 11.45%

U.S. Citizen: Yes

Michael LaValle

First Name: Michael ✓
City: Des Moines
Position: Partner

Last Name: LaValle
State: Iowa Zip: 50312

% of Ownership: 10.74%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Midwest Family Mutual Insurance Company</u>	
Policy Effective Date: <u>07/28/2020</u>	Policy Expiration <u>08/04/2020</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date:	Temp Transfer Expiration Date:

IOWA STATE UNIVERSITY
OF SCIENCE AND TECHNOLOGY

Office of Risk Management
3618 Administrative Services Building
Ames, Iowa 50011-3618
515 294-7711
FAX 515 294-3105

July 2, 2020

City of Ames
Attn: Amy Colwell
515 Clark Avenue
P.O. Box 811
Ames, Iowa 50010

Phone: (515) 239-5105
Fax: (515) 239-5142

RE: Approval for outside vendor to hold liquor license on ISU property – July/August 2020

<u>Vendor</u>	<u>Dates for License</u>	<u>License Location</u>
Gateway Market	07/28/2020-08/01/2020	Reiman Gardens – Conservatory Complex

This approval is pending proof of purchase of the appropriate temporary 5-day liquor license from the Iowa Alcoholic Beverages Division and proof of liquor liability insurance including the additional insured status outlined in the Iowa State University Caterer Agreement as described below:

Liquor Liability Requirements

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

The Iowa State University Alumni Association; State of Iowa; Board of Regents, State of Iowa; and Iowa State University **must be named as additional insureds** for General Liability, Excess Liability and Liquor Liability. All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage. Additional insured status shall be on a primary and non-contributory basis.

This letter confirms that Iowa State University buildings comply with applicable state laws, and health and fire safety regulations.

Questions or concerns regarding this approval should be directed to the ISU Office of Risk Management at (515) 294-7711.

Sincerely,

Deborah Cramer
Iowa State University
Office of Risk Management

Applicant License Application (LC0033642)

Name of Applicant: <u>Gianello, Inc.</u>		
Name of Business (DBA): <u>Cafe Beau</u>		
Address of Premises: <u>2504 Lincolnway</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50014</u>
Business <u>(515) 520-1483</u>		
Mailing <u>4414 Timber Ridge Dr</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50014</u>

Contact Person

Name <u>claudio Gianello</u>
Phone: <u>(515) 520-1483</u> Email <u>claudio@cafebeaudelaire.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 01/26/2020

Expiration Date: 01/25/2021

Privileges:

Catering Privilege

Class C Liquor License (LC) (Commercial)

Status of Business

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

Ownership

Claudio Gianello

First Name: Claudio **Last Name:** Gianello
City: Ames **State:** Iowa **Zip:** 50014
Position: Owner
% of Ownership: 60.00% **U.S. Citizen:** No

Kellie Gianello

First Name: Kellie **Last Name:** Gianello
City: Ames **State:** Iowa **Zip:** 50014
Position: Owner
% of Ownership: 40.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>

Policy Effective Date: 01/26/2020

Policy Expiration 01/25/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

* 9/09/2020

Applicant License Application (LC0029665)

Name of Applicant: A & K LLC

Name of Business (DBA): Tip Top Lounge

Address of Premises: 201 E Lincoln Way

City Ames County: Story Zip: 50010

Business (515) 232-8980

Mailing 3315 146th Cir

City Urbandale State IA Zip: 50323

Contact Person

Name Andrew White

Phone: (515) 231-8388 Email whitecor@aol.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 01/01/2020

Expiration Date: 12/31/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXXX Federal Employer ID XXXXXXXXXX

Ownership

Andrew White

First Name: Andrew Last Name: White

City: Urbandale State: Iowa Zip: 50323

Position: Owner

% of Ownership: 50.00% U.S. Citizen: Yes

Kelly White

First Name: Kelly Last Name: White

City: Urbandale State: Iowa Zip: 50323

Position: Owner

% of Ownership: 50.00% U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Specialty Risk of America

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (LA0001450)

Name of Applicant: Green Hills Residents' Association
 Name of Business (DBA): Green Hills Residents' Association
 Address of Premises: 2200 Hamilton Drive, Suite 100
 City Ames County: Story Zip: 50014
 Business (515) 357-5000
 Mailing 2205 Green Hills Drive, Suite 100
 City Ames State IA Zip: 50014

Contact Person

Name Kat Kilbane
 Phone: (515) 357-5000 Email ed@greenhillsrc.com

Classification Class A Liquor License (LA) (Private Club)

Term: 12 months

Effective Date: 06/30/2022 ²⁰²⁰

Expiration Date:

Privileges:

Class A Liquor License (LA) (Private Club)

Status of Business

BusinessType: Privately Held Corporation
 Corporate ID Number: XXXXXXXXXX Federal Employer ID XXXXXXXXXX

Ownership

Allen Trenkle

First Name: Allen ✓ Last Name: Trenkle
 City: Ames State: Iowa Zip: 50014
 Position: Director
 % of Ownership: 0.00% U.S. Citizen: Yes

Alan Atherly

First Name: Alan Last Name: Atherly
 City: Ames State: Iowa Zip: 50014
 Position: Vice-President
 % of Ownership: 0.00% U.S. Citizen: Yes

Carol Volker

First Name: Carol ✓ Last Name: Volker
 City: Ames State: Iowa Zip: 50014
 Position: Secretary
 % of Ownership: 0.00% U.S. Citizen: Yes

Warren Madden

First Name: Warren

Last Name: Madden

City: Ames

State: Iowa

Zip: 50014

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Ironshore Specialty Insurance Company

Policy Effective Date: 06/30/2020

Policy Expiration 06/30/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective Date:

Temp Transfer Expiration Date:



MEMO

Item No. 10

To: Mayor John Haila and Ames City Council Members
From: Lieutenant Tom Shelton, Ames Police Department
Date: June 14, 2020
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for July 14, 2020 includes beer permits and liquor license renewals for:

- Class C Liquor License with Sunday Sales -Applebee's Neighborhood Grill & Bar, 105 Chestnut
- Class C Liquor License with Living Quarters and Sunday Sales - Sportsman's Lounge, 123 Main Street
- Class E Liquor License with Class B Wine Permit, Class C Beer Permit (Carryout Beer), and Sunday Sales - AJ's Liquor II, 2515 Chamberlain
- Special Class C Liquor License with Sunday Sales - Huhot Mongolian Grill, 703 S. Duff Avenue, Suite #105

A review of police records for the past 12 months found no liquor law violations for any of the above locations. The Ames Police Department recommends renewal of licenses for all the above businesses.



MEMO

Legal Department

Item No. 11

To: Mayor Haila, Ames City Council
From: Mark O. Lambert, City Attorney
Date: July 8, 2020
Subject: City of Ames Tobacco Ordinance

On December 20, 2019, the President signed legislation amending the Federal Food, Drug and Cosmetic Act, raising the federal minimum age for the purchase of tobacco products from 18 to 21 years. The legislation became effective immediately upon the President's signature.

The Iowa General Assembly recently passed SF 2268, changing state law on the purchase of tobacco (and vaping and nicotine) products also from 18 to 21; the Governor signed the bill into law on June 29, 2020. The changes to the law became effective immediately upon the Governor's signature.

The City of Ames has the following ordinance regarding the purchase/sale of tobacco products, which is now inconsistent with state law:

Sec. 17.33. PROVISION OF TOBACCO PRODUCTS TO MINORS.

(1) A person shall not sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age. Violation of this subsection shall be a municipal infraction punishable by a penalty of \$300 for a person's first violation and \$750.00 for each repeat violation; and, alternatively a violation of this subsection can be charged by a peace officer of the City as a simple misdemeanor.

(2) If the holder of a permit issued by the Iowa Department of Revenue and Finance under Chapter 453A Code of Iowa, or any employee of such permittee, during the course of the permittee's business, knowingly sells or otherwise supplies any cigarette or other tobacco product to any person under

eighteen years of age, or fails to take reasonable measures to ascertain whether that person is eighteen or more years of age, the said permittee shall have committed a municipal infraction punishable by a penalty of \$300 for that permittee's first such violation and \$750.00 for each repeat violation.

OPTIONS:

1. Direct the City Attorney to draft an ordinance prohibiting the sale of tobacco, vaping and nicotine products to persons under age 21.
2. Do not move forward with amending the current ordinance.

RECOMMENDATION:

The City Attorney's Office and the Ames Police Department believe the Ames Municipal Code should be updated to be consistent with the recent changes in state law, by specifying it is unlawful to sell or supply tobacco products to persons under 21 years of age (instead of the current age 18) and also by adding vaping products and other nicotine products to the ordinance. Therefore, Option #1 is being recommended.

MEMO

TO: Mayor, City Council Members , and *ex officio* Member
FROM: Diane Voss, City Clerk
DATE: July 10, 2020
SUBJECT: Item No. 12

The CAF for this item is not ready to be sent to you at this time. It will be emailed to you on Monday, July 13, 2020.

Thank you!

ITEM # 13
DATE: 07-14-20

COUNCIL ACTION FORM

SUBJECT: CARES ACT GRANT FOR THE AMES MUNICIPAL AIRPORT

BACKGROUND:

The Federal Aviation Administration (FAA) is offering a grant through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for the Ames Municipal Airport. This grant is part of a national stimulus package approved by Congress to help with the economic impacts of the COVID-19 pandemic. **Ames will receive up to a maximum of \$69,000 to assist with operational expenses incurred after January 20, 2020, for the next four years (1,460 calendar days).** The FAA has provided a detailed presentation explaining the process that determined how funds were allocated under the legislation (Attached to this CAF).

Staff is in the process of assessing the facilities at the Ames Municipal Airport for repairs, replacements, or other maintenance needs that are eligible for reimbursement under the CARES Act grant. Once a list of maintenance projects has been generated, staff will work with the Fleet and Facilities Department and our Fixed Based Operator (FBO) to prioritize the projects. **Considering many buildings at the Airport were built in the late 1970s and early 1980s, it is expected that the majority of the funds will be spent on roof, door, and other structural repairs of the buildings.**

ALTERNATIVES:

1. Approve the CARES Act grant agreement for the Ames Municipal Airport in the amount not to exceed \$69,000.
2. Reject the grant offer.

MANAGER'S RECOMMENDED ACTION:

By approving the CARES Act grant, the City will provide much-needed relief to the operational expenses at the Airport. The additional funding should significantly extend the usable life of the public facilities at the Airport.

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



U.S. Department of Transportation
Federal Aviation Administration

Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

Public Law 116-136

Airport Grants

April 2020



Coronavirus Aid, Relief, and Economic Security (CARES) Act

Airport Grants Overview

- What are CARES Act provisions?
- Which airports are eligible?
- What expenditures are eligible?
- What are the CARES Act grant amount formulas?
- How to apply and execute a grant?
- How to request and process grant payments?
- What are the documentation and audit requirements?



CARES Act Airport Grants

What are CARES Act provisions?

- **March 27, 2020**
- **Nearly \$10 billion** to eligible U.S. airports to prevent, prepare for, and respond to coronavirus impacts, including support for continuing airport operations
- **Funds available to:**
 - **Keep** airports in reliable, safe operation to serve the aviation industry, the travelling public, and support the economy
 - **Keep** airport and aviation workers employed
 - **Keep** airport credit ratings stable



CARES Act Airport Grants

What are CARES Act provisions?

- **Not** Airport Improvement Program (AIP) grants
- **Appropriated from General Fund** and not from the Airport and Airway Trust Fund
- **FAA will award funds** on expedited basis
- **FAA encourages sponsors** to spend funds expeditiously
- **Workforce retention requirements** for large, medium, and small hub airports



CARES Act Airport Grants

Which airports are eligible?

- **Eligible airports** in the National Plan of Integrated Airport Systems (NPIAS), including commercial service airports, reliever airports and some public-owned general aviation airports
- **Over 3,000 airports**, ranging from large airports such as Dallas Fort Worth International Airport to small general aviation airports such as Salem, Indiana



CARES Act Airport Grants

What expenditures are eligible?

- **Available for** any purpose for which airport revenues may lawfully be used
- **Generally available** for expenditures allowed by the FAA's Policy and Procedures Concerning the Use of Airport Revenue (Revenue-Use Policy)
- **Additional requirements** for new contracts for airport development, (construction or real property acquisition), such as safety and security, Davis-Bacon Act, Buy American, National Environmental Policy Act (NEPA) and other specific requirements for new airport development under CARES Act



CARES Act Airport Grants

How are funds allocated?

The CARES Act divides the \$10 billion into four groups:

- **Group 1:** Increasing the Federal Share to 100% for FY 2020 AIP and FY 2020 Supplemental Discretionary grants – **At least \$500 million**
- **Group 2:** Commercial Service Airports – **At least \$7.4 billion**
- **Group 3:** Primary Commercial Airports – **Up to \$2 billion**
- **Group 4:** General Aviation Airports – **At least \$100 million**



CARES Act Airport Grants

Funding Groups and Formula Development – GROUP 1

- **100% Federal share** for FY 2020 grants, including AIP grants already announced
- **No change to** grants funded under FY 2018 or FY 2019 appropriation



CARES Act Airport Grants

Funding Groups and Formula Development – GROUP 2

Grantee formula for commercial service airports:

- **50% based** on each airport's percentage of enplanements for all commercial service airport enplanements during calendar year 2018
- **25% based** on each sponsor's percentage of debt service* for the combined debt service for all commercial service airports for fiscal year 2018
- **25% based** on the sponsor's fiscal year 2018 ratio of unrestricted reserves* to its respective debt service

*As defined in AC 150/5100-19, Airport Financial Reporting Advisory Circular



CARES Act Airport Grants

Funding Groups and Formula Development – GROUP 2

50% based on each airport's percentage of enplanements for all commercial service airport enplanements during calendar year 2018

	Enplanements	As % of Total	Resulting Allocated Funds
Airport A	2,501	0.038064%	\$190,320
Airport B	8,000	0.121756%	\$608,782
Airport C	10,000	0.152195%	\$760,977
Airport D	50,000	0.760977%	\$3,804,885
Airport E	500,000	7.609770%	\$38,048,849
Airport F	1,000,000	15.219540%	\$76,097,698
Airport G	5,000,000	76.097698%	\$380,488,489
Totals	6,570,501	100%	\$500,000,000

← Purely Illustrative Figure



CARES Act Airport Grants

Funding Groups and Formula Development – GROUP 2

25% based on each sponsor's percentage of debt service for the combined debt service for all commercial service airports for fiscal year 2018

	Line 15.1 Debt Service, Excluding Coverage	As % of Total	Resulting Allocated Funds
Airport A	\$0	0%	\$0
Airport B	\$25,000	0.060790%	\$151,976
Airport C	\$100,000	0.243161%	\$607,903
Airport D	\$1,000,000	2.431611%	\$6,079,027
Airport E	\$5,000,000	12.158055%	\$30,395,137
Airport F	\$10,000,000	24.316109%	\$60,790,274
Airport G	\$25,000,000	60.790274%	\$151,975,684
Totals	\$41,125,000	100%	\$250,000,000

← Purely Illustrative Figure

CARES Act Airport Grants

Funding Groups and Formula Development – GROUP 2

25% based on the sponsor's fiscal year 2018 ratio of unrestricted reserves to its respective debt service

	Line 13.0 Unrestricted Cash and Investments	Line 15.1 Debt Service, Excluding Coverage	Calculated Ratio	Initial Resulting Allocation %	Resulting Allocated Funds	Ratios Used in Allocation	Resulting Allocation %	Resulting Allocated Funds
Airport A	\$0	\$2,000,000	0.000000	0.000000%	\$0	0.000000	0.000000%	\$0
Airport B	\$400,000	\$1,600,000	0.250000	0.070484%	\$211,453	0.250000	0.227919%	\$683,757
Airport C	\$800,000	\$1,400,000	0.571429	0.161107%	\$483,322	0.571429	0.520958%	\$1,562,873
Airport D	\$1,600,000	\$1,200,000	1.333333	0.375917%	\$1,127,751	1.333333	1.215568%	\$3,646,704
Airport E	\$3,200,000	\$1,000,000	3.200000	0.902201%	\$2,706,603	3.200000	2.917363%	\$8,752,089
Airport F	\$6,400,000	\$800,000	8.000000	2.255503%	\$6,766,508	8.000000	7.293408%	\$21,880,223
Airport G	\$12,800,000	\$600,000	21.333333	6.014674%	\$18,044,023	21.333333	19.449087%	\$58,347,262
Airport H	\$25,600,000	\$400,000	64.000000	18.044023%	\$54,132,068	25.000000	22.791899%	\$68,375,697
Airport I	\$51,200,000	\$200,000	256.000000	72.176090%	\$216,528,271	25.000000	22.791899%	\$68,375,697
Airport J	\$10,000,000	\$0	Cannot be calculated mathematically			25.000000	22.791899%	\$68,375,697
Totals	\$112,000,000	\$9,200,000	354.688095	100.000000%	\$300,000,000	109.688095	100.000000%	\$300,000,000

Purely Illustrative Figure

Capping these ratios at no more than 25.0 prevents disproportionately high award levels.

Setting this otherwise incalculable ratio at the same level (25.0) supports statutory consistency.

Adding the ratios together creates an index for calculating the allocation %. Each individual ratio is compared against the total index to derive their percentage allocation from this portion of the available funds.

CARES Act Airport Grants

Funding Groups and Formula Development – GROUP 3

- **Allocation for** large, medium, small and non-hub **primary airports** and non-primary commercial service airports with 8,000 – 9,999 passenger boardings
- **Based on** statutory AIP primary apportionment formulas to include:
 - Doubling of apportioned fund for primary airports only
 - Exceptions include:
 - No \$26 million limit for primary airports
 - No reduction for imposing passenger facility charges



CARES Act Airport Grants

Funding Groups and Formula Development – GROUP 4

- **Available to GA airports** based on a percentage of the aggregate eligible development of each GA category published in the National Plan of Integrated Airport Systems (NPIAS) eligible development
- **Funds divided evenly among** eligible airports in each category, rounding up to the nearest thousand dollars



CARES Act Airport Grants

How does an airport sponsor apply?

- **No application** for Federal share increase – FAA will adjust grant amounts
- **Secretary announces** amounts allocated to each airport sponsor under Groups 2, 3, and 4
- **Simplified application** to claim these funds, OMB Form 424
- **Grant Agreements** will be issued in April 2020 and will not contain standard AIP grant assurances but contain CARES Act and standard Federal grant conditions



CARES Act Airport Grants

What requirements apply to a CARES grant?

- **CARES Act Airport Grant Agreements** require:
 - 2 CFR part 200
 - Exclusive Rights prohibitions
 - Title VI, Civil Rights
- **For airport development projects**, additional requirements such as:
 - Prevailing wage
 - Buy American
 - Veterans' Preference
 - Disadvantaged Business Enterprises
 - Environmental review
 - Other requirements to protect airport safety



CARES Act Airport Grants

How to request and process payments?

- **Reasonable and customary documentation** for payroll, operational, and debt service costs
- **Additional documentation** for new airport development:
 - construction, modifications, or real property acquisition
- **Additional documentation** for payments for:
 - Airfield installations, equipment, signage and markings
 - Payments to sponsor's non-airport accounts
- Grant payments requested under the CARES Act will be in accordance with 2 CFR part 200



CARES Act Airport Grants

Are there documentation and audit requirements?

- Sponsor and FAA accountability is imperative
- All payment requests require supporting documentation similar to the level of detail required for AIP grants
- Sponsors must retain complete records to support all grant payments
- Grants subject to audit to prevent improper payments



Thank you

Please visit
www.faa.gov/airports/cares_act/
for more information and continuous updates.

Send general questions to
CARESAirports@faa.gov



U.S. Department of Transportation
Federal Aviation Administration





U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Mr. Damion Pregitzer
Traffic Engineer
City of Ames
515 Clarke Avenue
Ames, IA 50010

Dear Mr. Pregitzer:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-19-0004-026-2020 for Ames Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than** _____, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be automatically routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, the FAA will email a copy of the executed grant to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, please email me to close the grant. I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Jeffrey D. Deitering
Iowa State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date _____

Airport/Planning Area Ames Municipal

CARES Grant Number 3-19-0004-026-2020

Unique Entity Identifier 061320917

TO: City of Ames
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated **June 12, 2020**, for a grant of Federal funds at or associated with the **Ames Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the **Ames Municipal Airport** (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the **Ames Municipal Airport** incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public

from the accomplishment of the Grant and in compliance with the conditions as herein provided,
THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$69,000.00.**
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

 The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

 The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before _____, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or

other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

- 22. ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
- A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
- 23. Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- 24. Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
- A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
- 25. Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
- 26. Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 27. Utility Relocation in Grant.** The Sponsor understands and agrees that:
- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

City of Ames

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic

communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated

By:

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or “the Act”), Public Law Number, Public Law 116-136. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. f01, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.

- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned

or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the

provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

ITEM#: 14
DATE: 07-14-20

COUNCIL ACTION FORM

SUBJECT: FY 2020/21 AIRPORT IMPROVEMENTS (ELECTRICAL VAULT & LIGHTING PROJECT)

BACKGROUND:

On May 26, 2020, City Council voted to award the FY 2020/21 Airport Improvements (Electrical Vault & Lighting Project) to Kimrey Electric of Urbandale, IA, in the amount of \$447,055.60, conditional upon receipt of an approved FAA grant for the project. On July 7, 2020, City staff received the FAA grant agreement from their electronic grant system being used during the COVID-19 pandemic.

The project had a base bid (electrical vault), and two bid alternatives (north and south sections of Taxiway A lighting). **The FAA grant offer is for the full award of the project, including the base bid and both bid alternatives.** Engineering and construction inspection serves are estimated at \$110,200, which brings the total estimated project cost to \$557,255.60. Federal funding for the project totals \$545,954.00, which leaves approximately \$11,301.60 in local project costs for certain work items that the FAA considers ineligible for Federal funding. This local amount will come from the available balance of the Airport Construction Fund.

ALTERNATIVES:

1. Approve the FAA grant offer agreement for the FY 2020/21 Airport Improvements (Electrical Vault & Lighting Project) in the amount up to maximum funding of \$545,954.00, thereby designating the Mayor, John A. Haila, as the sponsor's authorized representative.
2. Reject the FAA Grant offer and direct staff to reprogram the project.

MANAGER'S RECOMMENDED ACTION:

By awarding this contract, the City will move forward with the replacement of outdated lighting controls and failing taxiway lighting at the Airport. This will help ensure the ongoing high safety standards and quality of the facility currently seen at the Airport through leveraging federal funds

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Mr. Damion Pregitzer
Traffic Engineer
City of Ames
515 Clarke Avenue
Ames, IA 50010

Dear Mr. Pregitzer:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-19-0004-025-2020 at Ames Municipal Airport in Ames, IA. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their digital signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their digital signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Brian M. Tompkins, (816) 329-2647, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer	_____
Airport/Planning Area	<u>Ames Municipal, (ANW)</u>
AIP Grant Number	<u>3-19-0004-025-2020</u>
DUNS Number	<u>061320917</u>
TO:	<u>City of Ames, IA</u>
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 01, 2020**, for a grant of Federal funds for a project at or associated with the **Ames Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Ames Municipal Airport** (herein called the "Project") consisting of the following:

Replace Airfield Electrical Vault Building and Rehabilitate portion of Taxiway A MITL south of Runway 13/31

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay One Hundred (100%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$545,954.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$545,954.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 15, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **March 01, 1997**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 24. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the

assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

- 25. Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- 26. Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
- 27. Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
- 28. Protection of Runway Protection Zone - Easement.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 29. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
 - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
- 30. Non-AIP Work in Application.** The Sponsor understands and agrees that:
- A. The Project Application includes the planning and/or construction of a 45-foot tall, tilt-down antenna tower that is not being funded with any Federal funding in this project;
 - B. Although the Sponsor has estimated a total project cost of \$559,755.60, the total allowable cost for purposes of determining federal participation equals \$545,955.60;
 - C. It must maintain separate accounting of cost records for the AIP and non-AIP work;
 - D. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and,
 - E. All non-AIP work is the sole responsibility of the Sponsor.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated
}

City of Ames
(Name of Sponsor)

By:

(Signature of Sponsor's Authorized Official)

(Typed Name of Sponsor's Authorized Official)

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
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5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: 3-19-0004-025-2020
---	--

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
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8. APPLICANT INFORMATION:

* a. Legal Name: City of Ames, IA	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 42-6004218	* c. Organizational DUNS: 0613209170000

d. Address:

* Street1:	515 Clark Ave
Street2:	
* City:	Ames
County/Parish:	
* State:	IA: Iowa
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	50010-6122

e. Organizational Unit:

Department Name: Administration	Division Name: Airport
---	----------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.	* First Name: Damion
Middle Name:	
* Last Name: Pregitzer	
Suffix:	

Title: Traffic Engineer

Organizational Affiliation: City of Ames
--

* Telephone Number: (515) 239-5160	Fax Number: (515) 239-5404
---	-----------------------------------

* Email: Damion.Pregitzer@cityofames.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Construct Airfield Electrical Vault And Taxiway A Lighting

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="545,955.60"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="545,955.60"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Restrictive zoning within the 60 Ldn contour to airport compatible land uses only by the approval of the Ames Municipal Airport Noise Control and Land Use Compatibility Study. Administrative review of tall structure intrusion into FAR Part 77 surfaces. Avigation easements have been acquired to protect runway protection zones.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes, it is consistent with plans

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A for this project

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A for this project

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The City of Ames has not granted exclusive rights

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No change since opinion of title, dated June 1, 2005, was completed by the City of Ames Legal Department.

Based on that opinion of title, the following tracts are owned in Fee Simple - Tract 1, Tract 2, Tract 3, Tract 4, Tract 5, Tract 6, Tract 8, Tracts 9A-9G, Tract 11, Tract 12, Tract 13, Tract 14, and Tract 15.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No additional land is required to be acquired for the Ames Municipal Airport as part of this project

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No additional land is required to be acquired for the Ames Municipal Airport as part of this project

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			63,436
5. Other Architectural engineering fees			
6. Project inspection fees			46,764
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			447,056
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 559,756
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			559,756
17. Less: Ineligible Exclusions (Section C, line 23 g.)			13,800
18. Subtotal (Lines 16 through 17)			\$ 545,956
19. Federal Share requested of Line 18			545,956
20. Grantee share			0
21. Other shares			0
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 545,956

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. Antenna Tower (Tilt-Down Tower for PCL, ASOS, and A-G Communications)	\$ 12,800
b. Engineering and Construction Observation for Tilt-Down Tower	1,000
c.	
d.	
e.	
f.	
g. Total	\$ 13,800

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): City of Ames General Funds	13,800
h. TOTAL - Grantee share	\$ 13,800
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 13,800

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Construct Airfield Electrical Vault And Taxiway A Lighting AIP # 3-19-0004-025-2020
AIRPORT: Ames Municipal Airport (AMW)
1. Objective: The project consists of construction of a new electrical vault for the airport. Bid alternates (Bid Alternates A and B) are included to replace lighting on Taxiway A, from the south threshold of Runway 1/19 to the south side of Runway 13/31.
2. Benefits Anticipated: The new electrical vault and Taxiway A lighting will provide the much needed reliability to an aging airport electrical system that experiences frequent outages and issues.
3. Approach: (See approved Scope of Work in Final Application) Design, bidding and construction of Electrical Vault improvements including new Taxiway A Lighting
4. Geographic Location: This project is located within the property limits of the Ames Municipal Airport, located in Ames, Story County, Iowa.
5. If Applicable, Provide Additional Information: N/A
6. Sponsor's Representative: (include address & telephone number) Mr. Damion Pregitzer P.E. PTOE, Traffic Engineer City of Ames, 515 Clark Avenue, Ames, Iowa, 50010 Phone 515-239-5275



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Ames, Iowa

Airport: Ames Municipal Airport

Project Number: 3-19-0004-025-2020

Description of Work: Construct Airfield Electrical Vault And Taxiway A Lighting

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: City Hall

Address: 515 Clark Avenue, Ames, IA 50010

Location 2 (if applicable)

Name of Location: Ames Municipal Airport

Address: 2501 Airport Drive, Ames, IA 50010

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification


I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 1 day of June, 2020.

Name of Sponsor: City of Ames

Name of Sponsor's Authorized Official: Damion Pregitzer, P.E. PTOE

Title of Sponsor's Authorized Official: Traffic Engineer

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Ames, Iowa

Airport: Ames Municipal Airport

Project Number: 3-19-0004-025-2020

Description of Work: Construct Airfield Electrical Vault And Taxiway A Lighting

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - Publicly opened at a time and place prescribed in the invitation for bids; and
 - Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - Plan for publicizing and soliciting an adequate number of qualified sources; and
 - Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification


I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 1 day of June, 2020.

Name of Sponsor: City of Ames

Name of Sponsor's Authorized Official: Damion Pregitzer, P.E. PTOE

Title of Sponsor's Authorized Official: Traffic Engineer

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Ames, Iowa

Airport: Ames Municipal Airport

Project Number: 3-19-0004-025-2020

Description of Work: Construct Airfield Electrical Vault And Taxiway A Lighting

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 1 day of June, 2020 .

Name of Sponsor: City of Ames

Name of Sponsor's Authorized Official: Damion Pregitzer, P.E. PTOE

Title of Sponsor's Authorized Official: Traffic Engineer

Signature of Sponsor's Authorized Official:  _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Ames, Iowa

Airport: Ames Municipal Airport

Project Number: 3-19-0004-025-2020

Description of Work: Construct Airfield Electrical Vault And Taxiway A Lighting

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 1 day of June, 2020.

Name of Sponsor: City of Ames

Name of Sponsor's Authorized Official: Damion Pregitzer, P.E. PTOE

Title of Sponsor's Authorized Official: Traffic Engineer

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Ames, Iowa

Airport: Ames Municipal Airport

Project Number: 3-19-0004-025-2020

Description of Work: Construct Airfield Electrical Vault And Taxiway A Lighting

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 1 day of June, 2020.

Name of Sponsor: City of Ames

Name of Sponsor's Authorized Official: Damion Pregitzer, P.E. PTOE

Title of Sponsor's Authorized Official: Traffic Engineer

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Ames, Iowa

Airport: Ames Municipal Airport

Project Number: 3-19-0004-025-2020

Description of Work: Construct Airfield Electrical Vault And Taxiway A Lighting

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 1 day of June, 2020.

Name of Sponsor: City of Ames

Name of Sponsor's Authorized Official: Damion Pregitzer, P.E. PTOE

Title of Sponsor's Authorized Official: Traffic Engineer

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated;
and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars_and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

ITEM # 15
DATE: 07-14-20

COUNCIL ACTION FORM

SUBJECT: WAIVER OF PURCHASING POLICIES FOR PURCHASE OF FIRE APPARATUS

BACKGROUND:

Fire apparatus are essential equipment for firefighting. The replacement program ensures the replacement of fire apparatus at the end of their operational life. Front line apparatus are kept for approximately 15 years, with the goal of rotating apparatus to serve as backups for another 10 to 15 years. The City currently has only one ladder truck (Truck 3). It is due for replacement, as identified in the Capital Improvements Plan. This truck was purchased in 2001, and after replacement it will be refurbished and used as a reserve. This will mitigate the need for assistance from neighboring communities for unit stand-by when a ladder truck is out of service.

Current City of Ames Purchasing Policies call for formal bids for purchases over \$50,000. For Fleet purchases this would typically involve writing a specification for the vehicle based on the needs of the department for the vehicle. Due to the complexity of fire apparatus, writing specifications could lead to manufacturers creating custom engineered apparatus to meet the City's specifications. **As an alternative, City staff believes that working with vendors on standard models with their options will provide a quality apparatus at a reduced cost.** This was the process used to buy Truck 3 in 2001.

In February, staff issued a Request for Information to prospective ladder truck vendors. Responses were received from six vendors. Staff evaluated each vendor based on several factors including safety, operational costs, service, and references. Costs of the units were not included in this evaluation. After this review, staff determined that two vendors met the needs of the department and would provide the best apparatus for the City. Those two vendors are Pierce and Rosenbauer.

For the previous purchase, the City negotiated with the vendor and bought directly through that vendor. After discussions with vendors, staff would also like to explore the purchase through a cooperative purchasing organization. A cooperative purchasing organization assists local governments by aggregating demand, to create a national cooperative of contract purchasing opportunities that results in lower purchasing costs and time spent writing specifications. Staff talked to ten other fire departments from across the state that have successfully utilized this process to their benefit, including Des Moines, Ankeny and Waterloo. Staff has identified that both Sourcewell and the Houston-Galveston Area Council would allow the purchase of the type of apparatus that is being proposed. **It is staff's intent to work with the vendors and cooperatives to find the best value for purchase.**

The FY 2020/21 Budget includes \$1,250,000 for this purchase from G.O. bond proceeds.

ALTERNATIVES:

1. Waive City's formal bidding procedures and authorize staff to negotiate the purchase of a ladder truck with two vendors, Pierce and Rosenbauer, and through a cooperative. The staff will return to the City Council for approval of the purchase once negotiations have been concluded.
2. Direct staff to buy the ladder truck utilizing traditional purchasing procedures that could result in more costly customized specifications.

CITY MANAGER'S RECOMMENDED ACTION:

Ladder Truck 3 is almost 20 years old and is due for replacement. It is the City's only aerial apparatus capable of rescuing people from buildings three stories or higher, with the ability to apply water from an elevated platform in any direction.

By approving the ability to negotiate with two vendors, Pierce and Rosenbauer, and use a cooperative, staff will be able to focus on standard models rather than custom apparatus. This process should help reduce the cost of the purchase. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

COUNCIL ACTION FORM

SUBJECT: REQUEST TO WAIVE FORMAL BIDDING REQUIREMENTS AND AUTHORIZE PURCHASE OF SOFTWARE MAINTENANCE FROM SUPERION, LLC FOR THE MULTI-AGENCY PUBLIC SAFETY GROUP

BACKGROUND:

On June 14, 2005, the City entered into a 28E Agreement with Iowa State University and the Story County Sheriff's Office supporting a joint computer network for public safety. This agreement included sharing of the network costs.

The total cost associated with the operation of the network was approved by the City Council as part of the FY 2020/21 budget process and included \$182,780.34 for existing Superior, LLC (a CentralSquare Company) software maintenance. As part of the 28E Agreement, the City is responsible for arranging and payment of software maintenance. This cost is later shared equally by Story County, Iowa State University and the City of Ames. Huxley and Story City also pay smaller costs in order to access the software and network. There may be additional costs as applications are expanded.

Superion, LLC, is the shared public safety software vendor for the Public Safety Computer Aided Dispatch, Police Records, Phase II Mapping, NCIC/State Interface, and reporting applications. The City contracts with the vendor on an annual basis for maintenance services. Superion, LLC is the sole provider of maintenance for these software applications.

Included in this yearly maintenance is 24-hour programming support, software upgrades on all applications throughout the year, and eligibility to participate in Superior's Users' Group annual meeting where software enhancements are requested and formalized for the next year.

ALTERNATIVES:

1. Waive formal bidding requirements and authorize City staff to enter into FY 2020/21 software maintenance contracts with Superior, LLC at an estimated cost of \$182,780.34.
2. Do not authorize continuing software maintenance contracts with Superior, LLC.

CITY MANAGER’S RECOMMENDED ACTION:

Superion, LLC, is the shared public safety software vendor for the Public Safety Computer Aided Dispatch, Police Records, Phase II Mapping, NCIC/State Interface, and reporting applications. The agreement for these applications includes software maintenance.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby waiving formal bidding requirements and authorizing City staff to enter into FY 2020/21 software maintenance contracts with Superion, LLC at an estimated cost of \$182,780.34.

COUNCIL ACTION FORM

SUBJECT: REQUEST TO WAIVE FORMAL BIDDING REQUIREMENTS AND AUTHORIZE PURCHASE OF SOFTWARE MAINTENANCE FROM SUPERION, LLC. FOR THE CITY'S FINANCIAL, UTILITY BILLING, BUILDING PERMIT, AND CITATION MANAGEMENT APPLICATIONS

BACKGROUND:

The approved FY 2020/21 Budget includes \$79,366.95 for Superion, LLC (a CentralSquare Company) software maintenance.

Superion, LLC, is the City's software vendor for the integrated financial, utility billing, building permits, and citation management applications. The City contracts with the vendor on an annual basis for maintenance services. Superion, LLC is the sole provider of maintenance for these software applications.

Included in this yearly maintenance is 24-hour programming support, software upgrades on all applications throughout the year, and eligibility to participate in Superion's Users' Group annual meeting where software enhancements are requested and formalized for the next year.

ALTERNATIVES:

1. Waive formal bidding requirements and authorize City staff to enter into FY 2020/21 software maintenance contracts with Superion, LLC at an estimated cost of \$79,366.95.
2. Do not authorize continuing software maintenance contracts with Superion, LLC.

CITY MANAGER'S RECOMMENDED ACTION:

Superion, LLC is the sole provider of the maintenance services for the integrated financial, utility billing, building permits, and citation management software. The agreement for these applications includes software maintenance.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby waiving formal bidding requirements and authorizing City staff to enter into FY 2020/21 software maintenance contracts with Superion, LLC at an estimated cost of \$79,366.95.

ITEM#: 18
 DATE: 07-14-20

COUNCIL ACTION FORM

SUBJECT: AWARD OF CONTRACT FOR CYRIDE 2020 INTERIOR IMPROVEMENTS PROJECT

BACKGROUND:

The CyRide 2020 Interior Improvement Project was released on May 27th, 2020, with bids due on June 17th, 2020. Plans and specifications called for updating heating, ventilation and air conditioning (HVAC) equipment, altering interior spaces to correct workspace HVAC deficiencies, and creating a workspace for the newly required Chief Safety Officer position. The project was bid with three alternates:

- Alternate #1: Install blinds in all offices on the second floor, north side.
- Alternate #2: Install bottle filler on the second floor.
- Alternate #3: Replace all remaining corridor lights with LED fixtures.

The total project budget is \$129,767 with a local contribution of \$35,000. Local funding for this project is included in the FY 2019/20 Capital Improvements Plan (CIP) and will be used to match federal funding secured for facility improvement projects, as shown in the table below.

Capital Funds Available	Federal Funds	Local Funds	Total
CyRide 5309 Grant – 80%	\$94,767	\$23,692	\$118,459
CyRide’s Capital Budget– 20%	—	\$11,308	\$11,308
Total Project Budget	\$94,767	\$35,000	\$129,767

Four complete bids for the project were received from central Iowa companies. Story Construction Company of Ames, Iowa submitted the low base bid of \$97,975.00 which came in under the A&E construction estimate of \$112,423.41. The report of bids was presented to Council at the June 23rd, 2020 meeting, and included the following bids:

Bidder	Base Bid	Alternate #1	Alternate #2	Alternate #3
Story Construction Co.	\$97,975	\$3,400	\$15,445	\$1,245
Trinity Construction	\$112,500	\$2,400	\$12,750	\$1,650
Bergstrom Construction Inc.	\$117,000	\$2,000	\$12,000	\$2,000
Lang Construction Group, Inc.	\$119,760	\$1,820	\$15,980	\$1,740

At the Ames Transit Agency Board of Trustees meeting on June 24th, 2020 the award of contract was approved. Due to a favorable base bid CyRide can accept Alternate #1 for \$3,400 and Alternate #3 for \$1,245. The project bid specifics are provided in the table below.

Item	Description	Amount
Add Alternate #1	Install blinds in all north side offices	\$3,400
Add Alternate #3	Replace all remaining corridor lights with LED fixtures	\$1,245
Story Construction Co. Base Bid		\$97,975
Total		\$102,620

ALTERNATIVES:

1. Award a contract to Story Construction Company for the CyRide FY 2019/20 Interior Improvements Project, including Alternative #1 and Alternative #3 for a total of \$102,620.
2. Reject all bids and direct staff to modify the project to reflect City Council priorities.

CITY MANAGER’S RECOMMENDED ACTION:

This project will allow CyRide to move forward with replacing aging equipment and help prepare necessary office space for staffing requirements. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, as stated above.

COUNCIL ACTION FORM

SUBJECT: LED LUMINAIRES SUPPLY CONTRACT FOR ELECTRIC DISTRIBUTION

BACKGROUND:

This project will provide for the replacement of nearly all existing High-Pressure Sodium (HPS) and Mercury Vapor (MV) Street Light fixtures with Light Emitting Diode (LED) fixtures during routine maintenance activities. The CIP includes a project to replace approximately 7,500 street and security lights over a 5-year period, which includes nearly all lights within the City of Ames electric system. This contract represents the fifth of this replacement effort and will provide LED luminaires for the period from award date through June 30, 2021.

LED lights have a longer life and use significantly less energy than existing HPS and MV fixtures. They are instant on, reduce energy usage, decrease the City's carbon footprint, contribute to a more sustainable Ames, and direct light downward to avoid light contamination of the night sky while reducing the glare that can negatively affect drivers. By performing retrofits during routine maintenance activities, this effort is expected to generate a return on investment within 10 years, based on projected energy and maintenance savings. LED fixtures have an expected life of at least 20 years compared to between 5 and 10 years for HPS.

The purpose of this project is to allow for the existing streetlight maintenance workers to retrofit LED lights during routine maintenance on HPS and MV lights in order to minimize retrofit labor costs. Since this effort will be routine-maintenance-based, it will not target specific streets or areas.

Under the proposed contract, LED luminaires would be purchased at the City's discretion which may be quarterly or on an as-needed basis. This provides the City with flexible inventory management and helps to reduce the need for storage space. The FY 2020/21 Capital Improvements Plan includes \$150,000 for the LED Street Lights – Maintenance Retrofits. In addition, staff is carrying over \$72,000 from the FY 2019/20 Capital Improvements Plan for the LED Street Lights – Maintenance Retrofits which was not spent last FY. Council should note that no contract amount is being authorized at this time, since payments will be made as these poles are purchased.

On June 8, 2020, an Invitation To Bid (ITB) document was issued to 65 companies. The ITB was advertised on the Current Bid Opportunities section of the Purchasing webpage.

On June 26, 2020, six (6) bids were received, as shown on the attached report. Council should note that the Evaluated Cost is based on quantities that staff estimates will be purchased during this contract period, unit prices, and operating costs. The operating cost is based on input Watts of the LED luminaire offered and energy cost of \$3.00 per Watt.

Staff reviewed bids and concluded that the apparent low bid based on Evaluated Cost submitted by Terry-Durin Company, Cedar Rapids, Iowa, is acceptable.

ALTERNATIVES:

1. Award a contract to Terry-Durin Company, Cedar Rapids, Iowa, for the LED Luminaires Supply Contract for Electric Distribution in accordance with unit prices bid.

LED luminaires will be purchased as requested. Payments will be based on unit prices bid and actual quantities ordered.

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

CITY MANAGER'S RECOMMENDED ACTION:

It is important to purchase LED luminaires at the lowest possible cost with minimal risk to the City. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as stated above.

AWARD TO:							
ITB #2020-124 LED Luminaires Supply Contract BID TABULATION - EVALUATED COST SUMMARY							
Total Evaluated Cost	Qty	WESCO	WESCO	POWER LINE SUPPLY	BORDER STATES	TERRY DURIN CO	VAN METER
		TOTAL	TOTAL	TOTAL		TOTAL	TOTAL
70 WATT	380	89,667.84	87,492.53	83,450.93	97,259.56	94,429.62	94,958.20
150 WATT	270	89,453.70	87,778.08	97,739.33	90,691.65	88,236.00	88,597.13
250 WATT	215	119,644.71	118,413.94	100,879.81	100,673.92	98,732.30	99,065.87
400 WATT	5	5,065.70	5,037.34	4,400.64	4,290.89	4,193.20	4,212.73
BACKLIGHT SHIELDS	20	128.40	128.40	109.57	111.23	111.28	112.35
OVERALL EVALUATED COSTS		303,960.34	298,850.29	286,580.27	293,027.25	285,702.40	286,946.28

COUNCIL ACTION FORM

SUBJECT: WATER TREATMENT PLANT LIME SLUDGE DISPOSAL CONTRACT RENEWAL

BACKGROUND:

The City of Ames Water Treatment Plant (WTP) is a conventional lime softening facility that generates lime sludge as a by-product of the lime softening process. The lime sludge consists primarily of calcium carbonate and magnesium hydroxide which is dewatered and stored in lagoons prior to disposal on agricultural ground as a soil conditioner. To continue to have adequate storage for the lime sludge, the lime sludge must be cleaned out of the lagoons annually.

On May 8, 2018, City Council awarded a contract to Wulfekuhle Injection and Pumping, Inc. of New Vienna, Iowa, for the removal and disposal of lime sludge. The contract agreement calls for the removal of 28,000 wet tons of lime at a unit cost of \$13.25 per wet ton, four dust control applications at \$1,000 per application, and mobilization charges totaling \$6,900 for a total contract price of \$381,900. The contract is renewable annually for a total of five years, dependent on successful performance by the contractor each year. The contract unit prices are fixed for the entire five-year agreement.

Work performed during FY19/20 is complete. A total of 34,931.74 tons were removed; the quantity includes 9,720.25 tons included in change order 1, which was the quantity carried over from FY 18/19. The totals for FY 19/20 are as follows.

Lime Sludge Disposal	25,211.49 tons	@	\$13.25/ton	\$334,052.24
FY 18/19 Carryover	9,720.25 tons	@	\$13.25/ton	\$128,793.31
Mobilization	1	@	\$6,900 ea	6,900
Dust Control	3	@	\$1,000 ea	3,000
Total FY 19/20 Contract Award				\$472,745.55

For comparison, the total authorized budget for FY 19/20 was \$510,693.30.

In addition to accepting completion of the FY 2019/20 (Year 2) contract in the amount of \$472,745.55, staff is recommending awarding the third year of the agreement to Wulfekuhle Injection and Pumping Inc. in the amount of \$381,900.

Lime Sludge Disposal	28,000 tons	@	\$13.25/ton	\$371,000
Mobilization	1	@	\$6,900 ea	6,900
Dust Control	4	@	\$1,000 ea	4,000
Total FY 20/21 Contract Award				\$381,900

The amount authorized in the FY 20/21 operating budget is \$381,900.

ALTERNATIVES:

1. a.) Accept completion of the FY 19/20 lime sludge disposal contract with Wulfekuhle Injection and Pumping Inc. of New Vienna, Iowa, in the amount of \$472,745.55 and release retainage accordingly.

b.) Award Year Three (FY 20/21) of the lime sludge disposal contract to Wulfekuhle Injection and Pumping, Inc. of New Vienna, Iowa, in the amount of \$381,900.
2. Do not accept completion of the FY 19/20 work at this time; and, do not award the contract for FY 20/21 to Wulfekuhle Injection and Pumping, Inc. and direct staff to rebid the work.

CITY MANAGER'S RECOMMENDED ACTION:

Wulfekuhle Injection and Pumping, Inc. has completed the FY 19/20 lime sludge disposal. The original bid included the option to extend the agreement for up to five years, on a year-to-year basis. Staff is satisfied with the performance of the contractor and is recommending that the second year be accepted as complete and the third year be awarded. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as stated above.

COUNCIL ACTION FORM

SUBJECT: CHEMICAL TREATMENT PROGRAM FOR POWER PLANT

BACKGROUND:

This contract is for the chemicals and services for chemical treatment of the boilers, cooling tower, coal yard, and ash ponds at the Power Plant for the period from July 1, 2020 through June 30, 2021. The scope of work includes supplying a range of chemicals, technical expertise in boiler chemistry and analysis, the ability to train Power Plant staff in maintaining the system, and detailed monitoring and analysis of the boilers to insure they are safeguarded against damage. All of this is essential for the operation of the Power Plant.

On April 29, 2020, a Request for Proposal (RFP) was issued to fourteen companies for proposals. The RFP was advertised on the Current Bid Opportunities section of the Purchasing webpage and was also sent to three plan rooms. On May 21, 2020, staff received proposals from five companies. Staff evaluated the proposals and independently evaluated and scored all five proposals in the following two steps:

STEP 1:

The proposals were evaluated based on documentation of site visit and compliance with proposal documents. This criterion was rated on a Pass / Fail basis.

STEP 2:

The proposals were evaluated based on 1) service-related performance capabilities; 2) references, history of performance, and ability to meet ongoing services; 3) technical proposal; and 4) price.

Based on the matrix used to evaluate these proposals, the average scores in this step are shown below:

Offerors	Averaged Scores	Overall Annual Base Case Cost*
ChemTreat, Inc Glen Allen, VA	760	\$208,587.55
Nalco Company, LLC Naperville, IL	652	\$298,672.00
U.S. Water a Kurita Company St. Michael, MN	622	\$185,109.43

Garratt-Callahan Company Burlingame, CA	548	\$168,255.6
Jaytech, Inc. Des Moines, IA	473	\$75,274.00
* Annual estimated costs to perform the specified services and supply of chemicals based on typical operating conditions.		

Each score was based on a scale of 1 to 10. Overall, 1,000 possible points were available cumulatively for each firm. The overall weighted score was a function of the aforementioned evaluation factors.

Based on the average scores and a unanimous decision by the evaluation committee, staff is recommending that a contract be awarded to ChemTreat, Inc., Glen Allen, VA, for an amount not-to-exceed \$290,000, which is the amount approved in the FY2020/21 Power Plant operating budget. Payments would be calculated on unit prices bid for actual work performed.

Staff is mindful that the proposed award is one of the higher cost proposals. It is important to note that while cost is one component of the evaluation process, it is most important that the vendor selected meets the City's needs. Staff believes the value provided by ChemTreat's proposal far outweighs the cost difference compared to the other proposals.

The decision to recommend ChemTreat was based on the following considerations:

- Some of the lower cost proposals charged additionally for lab services and service visits.
- Some proposals did not provide references from utility boilers.
- Some proposals offered a much different chemical treatment philosophy which is different the City's.
- Some proposals made claims that the chemicals they would be using, which are cheaper, are the same chemicals that we currently use. After researching this claim, it was proved inaccurate.
- Some proposals did not account for the Manganese in the water, which would have a negative effect on the Power Plant operations.
- Some proposals did not perform a water cycle study to understand the City's system well in order to provide an accurate bid.

The benefits of having a contract for these services in place include the following:

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

The City may renew the original contract for up to four (4) additional twelve-month periods and shall follow the criteria.

- Extension terms are contingent upon approval by the Ames awarding authority.
- No price escalation will be allowed during the initial term of the Contract. Price adjustments thereafter will be only as agreed for each extension period, and prices shall remain unchanged during each extension period.
- If it is mutually decided to renew beyond the initial period and the vendor requests a price increase, the vendor shall provide enough written certification and documentation to substantiate the request. Documentation shall include, but not be limited to, actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc., which reflect said increases.
- Proposed price increases shall be submitted a minimum of 60 days prior to the Contract renewal date.
- The City reserves the right to accept or reject price increase proposals for extension periods, to negotiate more favorable terms, or to terminate without cost, the future performance of the Contract.

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

ALTERNATIVES:

1. Award a contract to ChemTreat, Inc., Glen Allen, VA, for Chemical Treatment Program in an amount not-to-exceed \$290,000.

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


2. Award a contract to one of the other proposers.
3. Reject all proposals and purchase chemical treatment services on an as-needed basis.

CITY MANAGER'S RECOMMENDED ACTION:

The quality of the chemicals and service that we receive under this contract is critical to optimal operation of the Power Plant. Competent treatment of the water in the boiler and cooling tower systems is essential to keeping the Plant in top operating condition.

It is essential to receive chemicals and related treatment services for the Power Plant at the lowest possible cost consistent with the quality required to maintain Plant operations. It is also necessary to lock in prices and accountability with key contractors. By choosing Alternative No. 1, the Plant will be able to achieve these goals.

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

		Request for Proposal #2020-098 Chemical Treatment Program Pricing Summary			
Costs	ChemTreat	Nalco Water	US Water	Garratt Callahan	Jaytech
Boiler Treatment Cost	\$4,121.66	\$12,385.00	\$27,276.25	\$9,380.20	\$6,079.00
Cooling Tower Cost	\$188,034.26	\$284,435.00	\$147,577.03	\$149,256.41	\$38,278.00
Ash Treatment Cost	\$12,993.61	\$151.00	\$5,066.25	\$8,355.77	\$12,180.00
RO Pretreatment Cost	\$765.45	\$373.00	\$33.90	\$288.08	\$1,092.00
Cooling Water (Closed Loop) Cost	\$2,672.57	\$340.00	\$5,156.00	\$975.00	\$1,445.00
Other (Non-Oxidizing Biocide	N/A	\$988.00	N/A	N/A	\$5,200.00
Consulting	N/A	N/A	N/A	N/A	\$11,000.00
Total	\$208,587.55	\$298,672.00	\$185,109.43	\$168,255.46	\$75,274.00

COUNCIL ACTION FORM

SUBJECT: STEAM TURBINE NO. 8 PARTS PROCUREMENT

BACKGROUND:

This project is for the procurement of critical and miscellaneous parts for the Power Plant's Unit #8 Turbine-Generator Overhaul project. This unit is scheduled to be disassembled, inspected, and repaired at the same time as the Unit 8 Boiler Repair Project being performed this year. This work is required to replace worn parts found during the inspection of the turbine and generator. Repairs and replacement of worn parts will be completed as the inspection progresses. Experience has shown that certain parts require replacement every major overhaul and some parts become unusable during the disassembly process. This overhaul and parts replacement are required and recommended by boiler and machinery insurance carriers and follows accepted industry standards.

This portion of the project is for the purchase and delivery of turbine parts required to replenish inventory items and parts expected to be used during the overhaul.

Bid documents were issued to 17 firms and three plan rooms. The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage and a Legal Notice was published on the websites of a contractor plan room service with statewide circulation and the Iowa League of Cities. On April 29, 2020, four responsive and one non-responsive bids were received. On May 12, 2020, bids were reported to City Council and award of contract(s) were delayed allowing staff time to more thoroughly evaluate the bids and verify that the parts offered fully meet GE specifications.

The engineer's estimate for anticipated parts was \$850,000 based on preliminary quotes received from General Electric, the turbine-generator original equipment manufacturer (OEM).

It should be noted that the original Engineer's estimate did not include the procurement of the replacement of turbine bucket blading on stages 1,1A, 2, 3, 4, and 5 of the Unit #8 turbine. This blading was originally being considered as optional pricing to be including in construction costs, as the replacement of the blading was to be determined upon inspection during the outage. Upon further review of turbine overhaul reports and turbine performance, the staff has determined that the blading should be replaced during the Unit #8 turbine outage. Argo Turboserve is the only bidder to provide costs of the blading for an amount of \$459,841.06.

The specification was written to allow purchasing individual parts from different bidders. **Staff reviewed the bids, obtained documentation and references, and determined that most parts would be awarded to the lowest bidder, but to ensure correct fit of precision parts, six (6) critical parts would be awarded to the OEM (Original Equipment Manufacturer), Argo Turboserve Corporation.**

The summary of all of the parts to be purchased from each of the bidders is as follows:

The total award amount for turbine parts is:

Argo Turboserve Corporation	\$1,065,217.00 plus sales tax to be paid direct
Mechanical Dynamics & Analysis LLC	\$144,960.47
Alin Machining Company, Inc.	\$99,637.19
Action Turbine Repair Service, Inc.	<u>\$39,160.00</u> plus sales tax to be paid direct
Total	\$1,348,974.66

The approved FY 2019/2020 Capital Improvements Plan includes the following funding for the Unit 8 Turbine Generator Overhaul.

2019/20 Material/Parts	\$1,000,000
2019/20 Construction	\$2,000,000
TOTAL	\$3,000,000

Using the turbine generator overhaul recently completed on Power Plant Unit #7 as a guideline, the construction cost for this project should be much less than the \$2,000,000 budgeted. Staff believes that the increase in Material/Parts cost will not cause the project to exceed the overall \$3,000,000 approved budget.

A turbine-Generator overhaul is only performed every 5-10 years depending on the service demand. This is because of the difficulty and cost of such a repair project. It is essential that the parts installed are a perfect fit for the required application in order to avoid costly lead times and repairs or possible catastrophic damages.

ALTERNATIVES:

1. a. Award a contract to Argo Turboserve Corporation, Rutherford, New Jersey in the amount of \$1,055,667.00 plus non-taxable freight in the amount of \$9,550.00 for a total award amount of \$1,065,217.00. Applicable sales

taxes will be paid directly to the State of Iowa by the City as the vendor is not licensed to collect and remit Iowa Sales Taxes.

- b. Award a contract to Mechanical Dynamics & Analysis LLC (MD & A), Clifton Park, New York in the amount of \$133,421.00 plus Iowa sales taxes in the amount of \$9,339.47 and non-taxable freight in the amount of \$2,200.00 for a total award amount of \$144,960.47.
- c. Award a contract to Alin Machining Company, Inc. (Power Plant Services), Melrose Park, Illinois in the amount of \$91,717.000 plus Iowa sales taxes in the amount of \$6,420.19 and non-taxable freight in the amount of \$1,500.00 for a total award amount of \$99,637.19.
- d. Award a contract to Action Turbine Repair Service, Inc. (ATRS), Summit, Illinois in the amount of \$38,670.00 plus non-taxable freight in the amount of \$490.00 for a total award amount of \$39,160.00. Applicable sales taxes will be paid directly to the State of Iowa by the City as the vendor is not licensed to collect and remit Iowa Sales Taxes.

- 2. Reject all bids and delay purchase of steam turbine parts.

CITY MANAGER'S RECOMMENDED ACTION:

These parts that are being solicited will most likely be needed for the Power Plant's Unit 8 Turbine-Generator Overhaul project. If not used, they will be placed in inventory. Securing these parts before opening the turbine and generator greatly reduces the possibility of waiting on a needed, long lead time part, causing significant delays and quickly driving costs up.

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

ARGO TURBOSERVE CORP

MECH.

LINE ITEM	DESCRIPTION	QTY	UNIT PRICE	TAX (7%)	NON-TAXABLE FREIGHT	EXTENDED PRICE	Lead Time	UNIT PRICE
001	Thrust Bearing	1	\$102,075.00	\$7,145.25		\$109,220.25	23 weeks	0
002	Lining, LP BRG	1	\$28,516.00	\$1,996.12		\$30,512.12	16 weeks	\$ 22,800.00
003	Oil Deflector, HP	1	\$8,400.00	\$588.00		\$8,988.00	12 weeks	\$ 9,200.00
004	Oil Deflector, LP	1	\$6,850.00	\$479.50		\$7,329.50	12 weeks	\$ 6,800.00
005	Deflector, Oil	1	\$8,665.00	\$606.55		\$9,271.55	12 weeks	\$ 6,200.00
006	Row 1 Packing Ring (N1G1)	1	\$2,347.00	\$164.29		\$2,511.29	7 weeks	\$ 2,750.00
007	Row 1 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	4 weeks	\$ 65.00
008	Row 1 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	4 weeks	\$ 15.00
009	Row 1 Packing Lock	1	\$220.00	\$15.40		\$235.40	6 weeks	\$ 60.00
010	Row 1 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
011	Row 2 Packing Ring (N1G2)	1	\$3,015.00	\$211.05		\$3,226.05	8 weeks	\$ 2,245.00
012	Row 2 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	4 weeks	\$ 65.00
013	Row 2 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 15.00
014	Row 2 Packing Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
015	Row 2 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
016	Row 3 Packing Ring (N1G3)	1	\$3,015.00	\$211.05		\$3,226.05	8 weeks	\$ 2,750.00
017	Row 3 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	4 weeks	\$ 65.00
018	Row 3 Packing Ring Spring	6	\$30.00	\$12.60		\$192.60	6 weeks	\$ 15.00
019	Row 3 Packing Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
020	Row 3 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
021	Row 4 Packing Ring (N1G4)	1	\$3,015.00	\$211.05		\$3,226.05	8 weeks	\$ 2,750.00
022	Row 4 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	4 weeks	\$ 65.00
023	Row 4 Packing Ring Spring	6	\$30.00	\$12.60		\$192.60	6 weeks	\$ 15.00
024	Row 4 Packing Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
025	Row 4 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
026	Row 5 Packing Ring (N1G5)	1	\$6,111.00	\$427.77		\$6,538.77	8 weeks	\$ 3,200.00

027	Row 5 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	4 weeks	\$ 65.00
028	Row 5 Packing Ring Spring	6	\$30.00	\$12.60		\$192.60	6 weeks	\$ 15.00
029	Row 5 Packing Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
030	Row 5 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
031	Row 6 Packing Ring (N1G6)	1	\$6,111.00	\$427.77		\$6,538.77	8 weeks	\$ 3,200.00
032	Row 6 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	6 weeks	\$ 65.00
033	Row 6 Packing Ring Spring	6	\$30.00	\$12.60		\$192.60	6 weeks	\$ 15.00
034	Row 6 Packing Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
035	Row 6 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
036	Row 7 Packing Ring (N1G7)	1	\$6,111.00	\$427.77		\$6,538.77	8 weeks	\$ 3,200.00
037	Row 7 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	6 weeks	\$ 65.00
038	Row 7 Packing Ring Spring	6	\$30.00	\$12.60		\$192.60	6 weeks	\$ 15.00
039	Row 7 Packing Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
040	Row 7 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
041	Row 8 Packing Ring (N1G8)	1	\$6,111.00	\$427.77		\$6,538.77	8 weeks	\$ 3,200.00
042	Row 8 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	6 weeks	\$ 65.00
043	Row 8 Packing Ring Spring	6	\$30.00	\$12.60		\$192.60	6 weeks	\$ 15.00
044	Row 8 Packing Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
045	Row 8 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
046	Row 9 Packing Ring (Stage 2)	1	\$4,985.00	\$348.95		\$5,333.95	8 weeks	\$ 3,425.00
047	Row 9 Packing Ring Spring	6	\$44.00	\$18.48		\$282.48	6 weeks	\$ 15.00
048	Row 9 Packing Ring Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
049	Row 9 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
050	Row 10 Packing Ring (Stage 3)	1	\$2,832.00	\$198.24		\$3,030.24	8 weeks	\$ 3,000.00
051	Row 10 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 45.00
052	Row 10 Packing Ring Lock	1	\$220.00	\$15.40		\$235.40	6 weeks	\$ 60.00
053	Row 10 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
054	Row 11 Packing Ring (Stage 4)	1	\$3,867.00	\$270.69		\$4,137.69	8 weeks	\$ 3,200.00

055	Row 11 Packing Ring Spring	6	\$44.00	\$18.48		\$282.48	6 weeks	\$ 45.00
056	Row 11 Packing Ring Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
057	Row 11 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
058	Row 12 Packing Ring (Stage 5)	1	\$2,832.00	\$198.24		\$3,030.24	8 weeks	\$ 3,200.00
059	Row 12 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 45.00
060	Row 12 Packing Ring Lock	1	\$220.00	\$15.40		\$235.40	6 weeks	\$ 60.00
061	Row 12 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
062	Row 13 Packing Ring (Stage 6)	1	\$2,832.00	\$198.24		\$3,030.24	8 weeks	\$ 3,000.00
063	Row 13 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 45.00
064	Row 13 Packing Ring Lock	1	\$220.00	\$15.40		\$235.40	6 weeks	\$ 60.00
065	Row 13 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
066	Row 14 Packing Ring (Stage 7)	1	\$2,832.00	\$198.24		\$3,030.24	8 weeks	\$ 2,465.00
067	Row 14 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 45.00
068	Row 15 Packing Ring (Stage 8)	1	\$2,832.00	\$198.24		\$3,030.24	8 weeks	\$ 2,465.00
069	Row 15 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 45.00
070	Row 16 Packing Ring (Stage 9)	1	\$2,832.00	\$198.24		\$3,030.24	8 weeks	\$ 3,200.00
071	Row 16 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 45.00
072	Row 17 Packing Ring (Stage 10)	1	\$1,905.00	\$133.35		\$2,038.35	8 weeks	\$ 3,200.00
073	Row 17 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 45.00
074	Row 18 Packing Ring (Stage 11)	1	\$2,832.00	\$198.24		\$3,030.24	8 weeks	\$ 2,375.00
075	Row 18 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 45.00
076	Row 19 Packing Ring (Stage 12)	1	\$3,867.00	\$270.69		\$4,137.69	8 weeks	\$ 2,900.00
077	Row 19 Packing Ring Spring	6	\$44.00	\$18.48		\$282.48	6 weeks	\$ 45.00
078	Row 20 Packing Ring (Stage 13)	1	\$2,832.00	\$198.24		\$3,030.24	8 weeks	\$ 2,775.00
079	Row 20 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 45.00
080	Row 21 Packing Ring (Stage 14)	1	\$2,832.00	\$198.24		\$3,030.24	8 weeks	\$ 2,775.00
081	Row 21 Packing Ring Spring	6	\$15.00	\$6.30		\$96.30	6 weeks	\$ 45.00
082	Row 22 Packing Ring (Stage 15)	1	\$2,929.00	\$205.03		\$3,134.03	8 weeks	\$ 2,925.00

083	Row 22 Packing Ring Spring	6	\$16.00	\$6.72		\$102.72	6 weeks	\$ 45.00
084	Row 23 Packing Ring (Stage 16)	1	\$2,929.00	\$205.03		\$3,134.03	8 weeks	\$ 2,925.00
085	Row 23 Packing Ring Spring	6	\$16.00	\$6.72		\$102.72	6 weeks	\$ 45.00
086	Row 24 Packing Ring (Stage 17)	1	\$3,759.00	\$263.13		\$4,022.13	8 weeks	\$ 3,200.00
087	Row 24 Packing Ring Spring	6	\$16.00	\$6.72		\$102.72	6 weeks	\$ 45.00
088	Row 25 Packing Ring (N2G1)	1	\$3,363.00	\$235.41		\$3,598.41	8 weeks	\$ 4,550.00
089	Row 25 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	6 weeks	\$ 65.00
090	Row 25 Packing Ring Spring	6	\$20.00	\$8.40		\$128.40	6 weeks	\$ 15.00
091	Row 25 Packing Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
092	Row 25 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
093	Row 26 Packing Ring (N2G2)	1	\$3,363.00	\$235.41		\$3,598.41	8 weeks	\$ 3,975.00
094	Row 26 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	4 weeks	\$ 65.00
095	Row 26 Packing Ring Spring	6	\$30.00	\$12.60		\$192.60	6 weeks	\$ 15.00
096	Row 26 Packing Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
097	Row 26 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
098	Row 27 Packing Ring (N2G3)	1	\$3,015.00	\$211.05		\$3,226.05	8 weeks	\$ 3,275.00
099	Row 27 Packing Ring Spring Retainer	2	\$90.00	\$12.60		\$192.60	4 weeks	\$ 65.00
100	Row 27 Packing Ring Spring	6	\$30.00	\$12.60		\$192.60	6 weeks	\$ 15.00
101	Row 27 Packing Lock	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 60.00
102	Row 27 Packing Ring Lock Screw	1	\$2.00	\$0.14		\$2.14	6 weeks	\$ 3.00
103	Screw, Soc Hd Cap	18	\$174.00	\$219.24		\$3,351.24	10 weeks	\$ 110.00
104	Dowel	3	\$108.00	\$22.68		\$346.68	14 weeks	\$ 375.00
105	Dowel	13	\$92.00	\$83.72		\$1,279.72	14 weeks	\$ 90.00
106	Cap Screw	40	\$10.00	\$28.00		\$428.00	6 weeks	\$ 15.00
107	Lug	40	\$80.00	\$224.00		\$3,424.00	6 weeks	\$ 50.00
108	Set Screw	40	\$10.00	\$28.00		\$428.00	6 weeks	\$ 15.00
109	Support Screw	6	\$95.00	\$39.90		\$609.90	6 weeks	\$ 125.00
110	Set Screw	6	\$65.00	\$27.30		\$417.30	6 weeks	\$ 45.00

111	Cap Screw	6	\$26.00	\$10.92		\$166.92	6 weeks	\$ 30.00
112	Lug	6	\$70.00	\$29.40		\$449.40	6 weeks	\$ 60.00
113	Set Screw	6	\$10.00	\$4.20		\$64.20	6 weeks	\$ 15.00
114	Support Screw	6	\$177.00	\$74.34		\$1,136.34	6 weeks	\$ 115.00
115	Set Screw	6	\$80.00	\$33.60		\$513.60	6 weeks	\$ 50.00
116	Cap Screw	6	\$14.00	\$5.88		\$89.88	6 weeks	\$ 45.00
117	Lug	6	\$55.00	\$23.10		\$353.10	6 weeks	\$ 80.00
118	Set Screw	6	\$96.00	\$40.32		\$616.32	6 weeks	\$ 30.00
119	Screw, Soc Hd Cap	4	\$86.00	\$24.08		\$368.08	14 weeks	\$ 315.00
120	Spill Strip	16	\$155.00	\$173.60		\$2,653.60	8 weeks	\$ 80.00
121	Spring	15	\$12.00	\$12.60		\$192.60	6 weeks	\$ 15.00
122	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
123	Pin, Crush	6	\$30.00	\$12.60		\$192.60	8 weeks	\$ 18.00
124	Spill Strip	16	\$155.00	\$173.60		\$2,653.60	8 weeks	\$ 80.00
125	Spring	15	\$12.00	\$12.60		\$192.60	6 weeks	\$ 15.00
126	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
127	Pin, Crush	6	\$30.00	\$12.60		\$192.60	8 weeks	\$ 18.00
128	Spill Strip	16	\$155.00	\$173.60		\$2,653.60	8 weeks	\$ 80.00
129	Spring	15	\$12.00	\$12.60		\$192.60	6 weeks	\$ 15.00
130	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
131	Pin, Crush	6	\$30.00	\$12.60		\$192.60	8 weeks	\$ 18.00
132	Spill Strip	18	\$160.00	\$201.60		\$3,081.60	8 weeks	\$ 80.00
133	Spring	17	\$12.00	\$14.28		\$218.28	6 weeks	\$ 15.00
134	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
135	Pin, Crush	6	\$30.00	\$12.60		\$192.60	8 weeks	\$ 18.00
136	Spill Strip	16	\$160.00	\$179.20		\$2,739.20	8 weeks	\$ 80.00
137	Spring	15	\$12.00	\$12.60		\$192.60	6 weeks	\$ 15.00
138	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00

139	Pin, Crush	6	\$30.00	\$12.60		\$192.60	8 weeks	\$ 18.00
140	Spill Strip	18	\$160.00	\$201.60		\$3,081.60	8 weeks	\$ 80.00
141	Spring	17	\$12.00	\$14.28		\$218.28	6 weeks	\$ 15.00
142	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
143	Pin, Crush	6	\$30.00	\$12.60		\$192.60	8 weeks	\$ 18.00
144	Spill Strip	18	\$160.00	\$201.60		\$3,081.60	8 weeks	\$ 80.00
145	Spring	17	\$12.00	\$14.28		\$218.28	6 weeks	\$ 15.00
146	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
147	Pin, Crush	6	\$30.00	\$12.60		\$192.60	8 weeks	\$ 18.00
148	Spill Strip	18	\$160.00	\$201.60		\$3,081.60	8 weeks	\$ 80.00
149	Spring	17	\$12.00	\$14.28		\$218.28	6 weeks	\$ 15.00
150	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
151	Pin, Crush	6	\$30.00	\$12.60		\$192.60	8 weeks	\$ 18.00
152	Spill Strip	20	\$155.00	\$217.00		\$3,317.00	8 weeks	\$ 80.00
153	Spring	19	\$12.00	\$15.96		\$243.96	6 weeks	\$ 15.00
154	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
155	Pin, Crush	6	\$30.00	\$12.60		\$192.60	8 weeks	\$ 18.00
156	Spill Strip	20	\$155.00	\$217.00		\$3,317.00	8 weeks	\$ 80.00
157	Spring	19	\$12.00	\$15.96		\$243.96	6 weeks	\$ 15.00
158	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
159	Pin, Crush	6	\$30.00	\$12.60		\$192.60	8 weeks	\$ 18.00
160	Spill Strip	24	\$160.00	\$268.80		\$4,108.80	8 weeks	\$ 80.00
161	Spring	23	\$12.00	\$19.32		\$295.32	6 weeks	\$ 15.00
162	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
163	Pin, Crush	10	\$30.00	\$21.00		\$321.00	8 weeks	\$ 18.00
164	Spill Strip	26	\$160.00	\$291.20		\$4,451.20	8 weeks	\$ 85.00
165	Spring	25	\$12.00	\$21.00		\$321.00	6 weeks	\$ 15.00
166	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00

167	Pin, Crush	10	\$30.00	\$21.00		\$321.00	8 weeks	\$ 18.00
168	Spill Strip	28	\$160.00	\$313.60		\$4,793.60	8 weeks	\$ 80.00
169	Spring	27	\$12.00	\$22.68		\$346.68	6 weeks	\$ 15.00
170	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
171	Pin, Crush	10	\$30.00	\$21.00		\$321.00	8 weeks	\$ 18.00
172	Spill Strip	32	\$160.00	\$358.40		\$5,478.40	8 weeks	\$ 85.00
173	Spring	31	\$12.00	\$26.04		\$398.04	6 weeks	\$ 15.00
174	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
175	Pin, Crush	10	\$30.00	\$21.00		\$321.00	8 weeks	\$ 18.00
176	Spill Strip	34	\$160.00	\$380.80		\$5,820.80	8 weeks	\$ 85.00
177	Spring	33	\$12.00	\$27.72		\$423.72	6 weeks	\$ 15.00
178	Spring	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 15.00
179	Pin, Crush	10	\$30.00	\$21.00		\$321.00	8 weeks	\$ 18.00
180	Pin, Crush	10	\$30.00	\$21.00		\$321.00	8 weeks	\$ 18.00
181	Seat, Valve	1	\$11,250.00	\$787.50		\$12,037.50	8 weeks	\$.00
182	Pull-Down Ring	1	\$1,030.00	\$72.10		\$1,102.10	8 weeks	\$ 2,400.00
183	Bolt	6	\$110.00	\$46.20		\$706.20	6 weeks	\$ 150.00
184	Nut, Jam Hex	6	\$14.00	\$5.88		\$89.88	12 weeks	\$ 20.00
185	Stud	8	\$60.00	\$33.60		\$513.60	6 weeks	\$ 180.00
186	Nut, Hvy Hex	8	\$35.00	\$19.60		\$299.60	4 weeks	\$ 38.00
187	Stud, Bottoming	9	\$426.00	\$268.38		\$4,102.38	6 weeks	\$ 485.00
188	Nut, Covered	18	\$175.00	\$220.50		\$3,370.50	14 weeks	\$ 198.00
189	Pin, Dowel	1	\$1.00	\$0.07		\$1.07	4 weeks	\$ 5.00
190	Gasket	3	\$142.00	\$29.82		\$455.82	6 weeks	\$ 135.00
191	Valve Cover	1	\$5,600.00	\$392.00		\$5,992.00	10 weeks	\$ 4,950.00
192	Steam Strainer	1	\$29,700.00	\$2,079.00		\$31,779.00	16 weeks	\$.00
193	Screw, Soc Hd Cap	4	\$176.00	\$49.28		\$753.28	14 weeks	\$ 115.00
194	Valve	1	\$13,120.00	\$918.40		\$14,038.40	10 weeks	\$ 11,800.00

195	Valve	1	\$2,470.00	\$172.90		\$2,642.90	10 weeks	\$ 2,400.00
196	Bushing	1	\$640.00	\$44.80		\$684.80	8 weeks	\$ 475.00
197	Stem, Valve	1	\$4,788.00	\$335.16		\$5,123.16	10 weeks	\$ 3,600.00
198	Bushing	1	\$1,565.00	\$109.55		\$1,674.55	10 weeks	\$ 450.00
199	Pin	1	\$65.00	\$4.55		\$69.55	12 weeks	\$ 55.00
200	Valve Stem Guide Assembly	1	\$14,900.00	\$1,043.00		\$15,943.00	8 weeks	\$ 10,500.00
201	Gasket	2	\$40.00	\$5.60		\$85.60	6 weeks	\$ 45.00
202	Bushing	1	\$4,720.00	\$330.40		\$5,050.40	8 weeks	\$ 2,275.00
203	Bushing	1	\$1,200.00	\$84.00		\$1,284.00	8 weeks	\$ 550.00
204	Pin	1	\$350.00	\$24.50		\$374.50	8 weeks	\$ 395.00
205	Pin	1	\$12.00	\$0.84		\$12.84	12 weeks	\$ 60.00
206	Linkage Rod End Bearing	1	\$33.00	\$2.31		\$35.31	6 weeks	\$ 45.00
207	Oper Cyl/ MSV Stem Upper Coupling Half	2	\$920.00	\$128.80		\$1,968.80	10 weeks	\$ 2,350.00
208	Oper Cyl/ MSV Stem lower Coupling Half	2	\$1,550.00	\$217.00		\$3,317.00	10 weeks	\$ 2,350.00
209	Operating Cylinder Actuator Shaft Packing	2	\$210.00	\$29.40		\$449.40	6 weeks	\$ 124.00
210	Gasket	1	\$48.00	\$3.36		\$51.36	6 weeks	\$ 55.00
211	Piston	1	\$4,390.00	\$307.30		\$4,697.30	8 weeks	\$ 4,900.00
212	Piston Ring	2	\$588.00	\$82.32		\$1,258.32	8 weeks	\$ 325.00
213	Spring	1	\$3,100.00	\$217.00		\$3,317.00	12 weeks	\$ 2,195.00
214	Piston Rod	1	\$2,390.00	\$167.30		\$2,557.30	8 weeks	\$ 3,900.00
215	Pin	1	\$125.00	\$8.75		\$133.75	8 weeks	\$ 395.00
216	Gasket	1	\$40.00	\$2.80		\$42.80	6 weeks	\$ 40.00
217	Repair Kit	1	\$10,264.00	\$718.48		\$10,982.48	10 weeks	
218	Spring	1	\$700.00	\$49.00		\$749.00	8 weeks	\$ 1,085.00
219	Gasket	1	\$32.00	\$2.24		\$34.24	6 weeks	\$ 45.00
220	Gasket	1	\$25.00	\$1.75		\$26.75	6 weeks	\$ 32.00
221	Rod	1	\$400.00	\$28.00		\$428.00	8 weeks	\$ 550.00
222	Valve, Dump	1	\$3,450.00	\$241.50		\$3,691.50	8 weeks	\$ 2,800.00

223	Ring, Piston	3	\$180.00	\$37.80		\$577.80	8 weeks	\$ 100.00
224	Gasket	1	\$50.00	\$3.50		\$53.50	6 weeks	\$ 5.00
225	Valve Stem Lower Bushing	6	\$2,500.00	\$1,050.00		\$16,050.00	8 weeks	\$ 1,450.00
226	Valve Stem Lower Bushing	6	\$2,500.00	\$1,050.00		\$16,050.00	8 weeks	\$ 1,450.00
227	Valve Stem Lower Bushing Clamp	6	\$580.00	\$243.60		\$3,723.60	10 weeks	\$ 365.00
228	Vlv Stem Lower Bushing Clamp CapScrew	24	\$18.00	\$30.24		\$462.24	6 weeks	\$ 30.00
229	Valve Stem Upper Gland Bushing	6	\$1,500.00	\$630.00		\$9,630.00	10 weeks	\$ 960.00
230	Valve Stem Upper Gland Bushing	6	\$1,500.00	\$630.00		\$9,630.00	10 weeks	\$ 960.00
231	Control Valve Stem Clamp Lower Half	6	\$220.00	\$92.40		\$1,412.40	10 weeks	\$ 95.00
232	Control Valve Stem Clamp Upper Half	6	\$304.00	\$127.68		\$1,951.68	10 weeks	\$ 95.00
233	Control Valve Stem Clamp Upper and Lower Half Soc Hd Cap Screw	6	\$2.00	\$0.84		\$12.84	6 weeks	\$ 5.00
234	Control Valve Stem Operating Spring	6	\$640.00	\$268.80		\$4,108.80	8 weeks	\$ 800.00
235	Control Vlv Stem Oper Spring Plate (Lower)	6	\$2,770.00	\$1,163.40		\$17,783.40	8 weeks	\$ 1,075.00
236	Control Vlv Stem Oper Spring Plate (Upper)	6	\$1,170.00	\$491.40		\$7,511.40	8 weeks	\$.00
237	CV Stem Link Followup Spring	6	\$120.00	\$50.40		\$770.40	8 weeks	\$ 110.00
238	Cam Roller	6	\$240.00	\$100.80		\$1,540.80	8 weeks	\$ 80.00
239	Cam Roller Pin	6	\$80.00	\$33.60		\$513.60	12 weeks	\$ 145.00
240	Cam Roller Pin DU Bearing	12	\$10.00	\$8.40		\$128.40	4 weeks	\$ 8.00
241	Cam Shaft Outer Bearing Block DU Bearing Liner	4	\$70.00	\$19.60		\$299.60	6 weeks	\$ 50.00
242	Operating Lever DU Bearing	6	\$14.00	\$5.88		\$89.88	4 weeks	\$ 12.00
243	Clevis Pin Bushing	12	\$170.00	\$142.80		\$2,182.80	8 weeks	\$ 50.00
244	Clevis Pin	6	\$48.00	\$20.16		\$308.16	4 weeks	\$ 200.00
245	CV Stem Link Upper Pin	6	\$580.00	\$243.60		\$3,723.60	10 weeks	\$ 175.00
246	Control Vlv Assy -to- Steam Chest Gasket	12	\$40.00	\$33.60		\$513.60	6 weeks	\$ 35.00
247	Valve Stem Lower Bushing	1	\$2,665.00	\$186.55		\$2,851.55	10 weeks	\$ 2,400.00
248	Valve Stem Upper (Gland) Bushing	1	\$1,650.00	\$115.50		\$1,765.50	10 weeks	\$ 1,285.00
249	Bushing Clamp Plate	1	\$530.00	\$37.10		\$567.10	8 weeks	\$.00
250	Bushing Clamp Plate CapScrew	4	\$18.00	\$5.04		\$77.04	6 weeks	\$ 100.00

251	Bypass Valve Stem Operating Spring	1	\$1,100.00	\$77.00		\$1,177.00	8 weeks	\$.00
252	Bypass Valve Stem Link Followup Spring	1	\$120.00	\$8.40		\$128.40	8 weeks	\$ 110.00
253	Cam Roller	1	\$240.00	\$16.80		\$256.80	8 weeks	\$ 80.00
254	DU Bearing Liner for Operating Lever Pin	1	\$30.00	\$2.10		\$32.10	4 weeks	\$ 30.00
255	Operating Lever Pin	1	\$692.00	\$48.44		\$740.44	8 weeks	\$.00
256	Cam Roller DU Bearing Liner	2	\$10.00	\$1.40		\$21.40	4 weeks	\$ 8.00
257	Outer Bearing DU Liner	2	\$70.00	\$9.80		\$149.80	6 weeks	\$ 50.00
258	Roller Pin	1	\$80.00	\$5.60		\$85.60	12 weeks	\$ 145.00
259	Clevis Bushing	2	\$170.00	\$23.80		\$363.80	8 weeks	\$ 50.00
260	Bypass Valve / Steam Chest Gasket	2	\$30.00	\$4.20		\$64.20	6 weeks	\$ 20.00
261	#I Control Valve	1	\$2,330.00	\$163.10		\$2,493.10	8 weeks	\$ 2,600.00
262	#I Control Valve Stem	1	\$2,600.00	\$182.00		\$2,782.00	10 weeks	\$ 2,450.00
263	#I Control Valve Stem -to- Valve Disc Pin	1	\$152.00	\$10.64		\$162.64	6 weeks	\$ 115.00
264	#I Control Valve Seat	1	\$2,868.00	\$200.76		\$3,068.76	8 weeks	\$ 2,550.00
265	#II Control Valve	1	\$2,330.00	\$163.10		\$2,493.10	8 weeks	\$ 2,600.00
266	#II Control Valve Stem	1	\$2,600.00	\$182.00		\$2,782.00	10 weeks	\$ 2,450.00
267	#II Control Valve Stem -to- Valve Disc Pin	1	\$152.00	\$10.64		\$162.64	6 weeks	\$ 115.00
268	#II Control Valve Seat	1	\$2,865.00	\$200.55		\$3,065.55	8 weeks	\$ 2,550.00
269	#III Control Valve	1	\$2,330.00	\$163.10		\$2,493.10	8 weeks	\$ 2,600.00
270	#III Control Valve Stem	1	\$2,600.00	\$182.00		\$2,782.00	10 weeks	\$ 2,450.00
271	#III Control Valve Stem -to- Valve Disc Pin	1	\$152.00	\$10.64		\$162.64	6 weeks	\$ 115.00
272	#III Control Valve Seat	1	\$2,868.00	\$200.76		\$3,068.76	8 weeks	\$ 2,550.00
273	#IV Control Valve	1	\$2,330.00	\$163.10		\$2,493.10	8 weeks	\$ 2,600.00
274	#IV Control Valve Stem	1	\$2,600.00	\$182.00		\$2,782.00	10 weeks	\$ 2,450.00
275	#IV Control Valve Stem -to- Valve Disc Pin	1	\$152.00	\$10.64		\$162.64	6 weeks	\$ 115.00
276	#IV Control Valve Seat	1	\$2,868.00	\$200.76		\$3,068.76	8 weeks	\$ 2,550.00
277	#V Control Valve	1	\$2,946.00	\$206.22		\$3,152.22	8 weeks	\$ 2,600.00
278	#V Control Valve Stem	1	\$2,600.00	\$182.00		\$2,782.00	10 weeks	\$ 2,450.00

279	#V Control Valve Stem -to- Valve Disc Pin	1	\$152.00	\$10.64		\$162.64	6 weeks	\$ 115.00
280	#V Control Valve Seat	1	\$3,180.00	\$222.60		\$3,402.60	8 weeks	\$ 2,900.00
281	#VI Control Valve	1	\$2,968.00	\$207.76		\$3,175.76	8 weeks	\$ 2,900.00
282	#VI Control Valve Stem	1	\$2,600.00	\$182.00		\$2,782.00	10 weeks	\$ 2,400.00
283	#VI Control Valve Stem -to- Valve Disc Pin	1	\$152.00	\$10.64		\$162.64	6 weeks	\$ 95.00
284	#VI Control Valve Seat	1	\$3,045.00	\$213.15		\$3,258.15	8 weeks	\$ 3,100.00
285	#VII Bypass Valve	1	\$3,046.00	\$213.22		\$3,259.22	8 weeks	\$ 2,900.00
286	#VII Bypass Valve Stem	1	\$2,600.00	\$182.00		\$2,782.00	10 weeks	\$.00
287	#VII Bypass Vlv Stem -to- Valve Disc Pin	1	\$226.00	\$15.82		\$241.82	14 weeks	\$ 225.00
288	#VII Bypass Valve Seat	1	\$3,290.00	\$230.30		\$3,520.30	8 weeks	\$.00
289	Cam Shaft Rack	1	\$7,850.00	\$549.50		\$8,399.50	10 weeks	\$ 12,900.00
290	Cam Shaft Pinion	1	\$3,720.00	\$260.40		\$3,980.40	10 weeks	\$ 4,400.00
291	Cam Shaft Pinion Set Screw	2	\$4.00	\$0.56		\$8.56	4 weeks	\$ 5.00
292	Cam Shaft Pinion Set Screw	1	\$50.00	\$3.50		\$53.50	6 weeks	\$ 25.00
293	Cam Shaft Pinion Bushing	2	\$3,535.00	\$494.90		\$7,564.90	14 weeks	\$ 245.00
294	Cam Shaft Pinion Key	1	\$300.00	\$21.00		\$321.00	8 weeks	\$ 325.00
295	Cam Shaft Pinion Dowel Pin	2	\$4.00	\$0.56		\$8.56	4 weeks	\$ 5.00
296	Set Screw	2	\$2.00	\$0.28		\$4.28	4 weeks	\$ 5.00
297	Klosure	4	\$25.00	\$7.00		\$107.00	4 weeks	\$ 40.00
298	Bearing	2	\$60.00	\$8.40		\$128.40	6 weeks	\$ 65.00
299	Rack Roller	2	\$910.00	\$127.40		\$1,947.40	10 weeks	\$ 900.00
300	Cam Extension Shaft	1	\$4,800.00	\$336.00		\$5,136.00	8 weeks	\$.00
301	Cam Shaft	1	\$12,600.00	\$882.00		\$13,482.00	10 weeks	\$ 11,900.00
302	Cam Extension Shaft -to- Cam Shaft Coupling	1	\$30,250.00	\$2,117.50		\$32,367.50	25 weeks	\$.00
303	Cam Extension Shaft -to- Cam Shaft Coupling Key	2	\$200.00	\$28.00		\$428.00	8 weeks	\$ 200.00
304	Cam Ball Bearing	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 10.00
305	Cam	1	\$5,230.00	\$366.10		\$5,596.10	8 weeks	
306	Cam Lever Followup Spring	1	\$950.00	\$66.50		\$1,016.50	8 weeks	\$ 1,150.00

307	Cam Lever Spring	2	\$500.00	\$70.00		\$1,070.00	8 weeks	\$ 575.00
308	Air Relay Dump Valve	1		\$0.00		\$0.00		\$.00
309	Screw, Soc Hd Cal	5	\$311.00	\$108.85		\$1,663.85	10 weeks	\$ 175.00
310	Screw, Soc Hd Cap	18	\$174.00	\$219.24		\$3,351.24	10 weeks	\$ 145.00
311	LS Inspection Cover Gasket	2	\$40.00	\$5.60		\$85.60	6 weeks	\$ 65.00
312	RS Inspection Cover Gasket	2	\$40.00	\$5.60		\$85.60	6 weeks	\$ 65.00
313	Gear Housing Cover Gasket	2	\$68.00	\$9.52		\$145.52	6 weeks	\$ 95.00
314	Vacuum Breaker Cover Gasket	2	\$78.00	\$10.92		\$166.92	6 weeks	\$ 20.00
315	Steam Inlet Conn Bottoming Stud	12	\$342.00	\$287.28		\$4,391.28	6 weeks	\$ 265.00
316	Nut for Steam Inlet Connection Stud	12	\$96.00	\$80.64		\$1,232.64	14 weeks	\$ 235.00
317	Steam Inlet Connection Gasket	3	\$240.00	\$50.40		\$770.40	6 weeks	\$ 195.00
318	Jumper Pipe Connection Bottoming Stud	8	\$182.00	\$101.92		\$1,557.92	14 weeks	\$ 198.00
319	Nut for Jumper Pipe Connection Bottoming Stud	8	\$85.00	\$47.60		\$727.60	14 weeks	\$ 75.00
320	Jumper Pipe Connection Gasket	3	\$128.00	\$26.88		\$410.88	6 weeks	\$ 90.00
321	Borescope Access Flange Gasket	3	\$4.00	\$0.84		\$12.84	6 weeks	\$ 10.00
322	BB Stud	1	\$690.00	\$48.30		\$738.30	14 weeks	\$ 750.00
323	Covered Nut for Item 13 BB Stud	2	\$134.00	\$18.76		\$286.76	14 weeks	\$ 225.00
324	Bottoming Stud	1	\$240.00	\$16.80		\$256.80	6 weeks	\$ 525.00
325	Covered Nut Item 15 Bottoming Stud	2	\$134.00	\$18.76		\$286.76	14 weeks	\$ 225.00
326	Two-Nut Stud	1	\$460.00	\$32.20		\$492.20	14 weeks	\$ 495.00
327	Covered Nut for Item 17 Two-Nut Stud	4	\$134.00	\$37.52		\$573.52	14 weeks	\$ 225.00
328	Two-Nut Stud	1	\$988.00	\$69.16		\$1,057.16	14 weeks	\$ 885.00
329	Covered Nut for Item 19 Two-Nut Stud	2	\$134.00	\$18.76		\$286.76	14 weeks	\$ 225.00
330	BB Stud	5	\$2,372.00	\$830.20		\$12,690.20	14 weeks	\$ 1,395.00
331	Covered Nut for Item 21 BB Stud	10	\$856.00	\$599.20		\$9,159.20	14 weeks	\$ 590.00
332	BB Stud	1	\$2,260.00	\$158.20		\$2,418.20	14 weeks	\$ 2,800.00
333	Covered Nut for Item 23 BB Stud	1	\$856.00	\$59.92		\$915.92	14 weeks	\$ 590.00
334	Bottoming Stud	1	\$486.00	\$34.02		\$520.02	6 weeks	\$ 650.00

335	Covered Nut for Item 25 Bottoming Stud	1	\$524.00	\$36.68		\$560.68	14 weeks	\$ 598.00
336	Bottoming Stud	1	\$680.00	\$47.60		\$727.60	14 weeks	\$ 598.00
337	Covered Nut for Item 27 Bottoming Stud	1	\$524.00	\$36.68		\$560.68	14 weeks	\$ 598.00
338	Bottoming Stud	1	\$570.00	\$39.90		\$609.90	14 weeks	\$ 325.00
339	Covered Nut for Item 29 Bottoming Stud	2	\$690.00	\$96.60		\$1,476.60	8 weeks	\$ 320.00
340	Dowel	2	\$634.00	\$88.76		\$1,356.76	8 weeks	\$ 425.00
341	BB Stud	10	\$204.00	\$142.80		\$2,182.80	14 weeks	\$ 165.00
342	Covered Nut for Item 32 BB Stud	20	\$335.00	\$469.00		\$7,169.00	8 weeks	\$ 125.00
343	Dowel	4	\$52.00	\$14.56		\$222.56	14 weeks	\$ 140.00
344	Front End Cover Cap Screw	15	\$50.00	\$52.50		\$802.50	8 weeks	\$ 10.00
345	Diaphragm Assembly	3	\$900.00	\$189.00		\$2,889.00	8 weeks	\$ 1,350.00
346	Valve Diaphragm	1	\$388.00	\$27.16		\$415.16	4 weeks	\$.00
347	Valve Spring	1	\$454.00	\$31.78		\$485.78	4 weeks	\$.00
348	3-Way Plug Valve	1	\$6,565.00	\$459.55		\$7,024.55	12 weeks	\$.00
349	Valve	1	\$78,131.00	\$5,469.17		\$83,600.17	20 weeks	\$.00
350	AC Brg & Seal Oil Pump Model 2-ERVH	1	\$31,379.00	\$2,196.53		\$33,575.53	8 weeks	\$.00
351	AC Brg & Seal Oil Pump Model 2-ERVH	1	\$24,387.00	\$1,707.09		\$26,094.09	8 weeks	\$.00
352	AC Brg & Seal Oil Pump Model 2-ERVH	1	\$55,927.00	\$3,914.89		\$59,841.89	8 weeks	\$.00
353	Idler Gear Shaft	1	\$3,346.00	\$234.22		\$3,580.22	10 weeks	\$ 6,750.00
354	Gear	1	\$4,748.00	\$332.36		\$5,080.36	10 weeks	\$ 6,200.00
355	Gear	1	\$4,050.00	\$283.50		\$4,333.50	10 weeks	\$ 5,150.00
356	Clash Gear Shaft	1	\$2,925.00	\$204.75		\$3,129.75	10 weeks	\$ 3,900.00
357	Oil Seal	1	\$17.00	\$1.19		\$18.19	4 weeks	\$ 20.00
358	Bushing	2	\$80.00	\$11.20		\$171.20	4 weeks	\$ 150.00
359	Pinion, 1st Reduction	1	\$5,746.00	\$402.22		\$6,148.22	10 weeks	\$ 6,200.00
360	Bushing	2	\$188.00	\$26.32		\$402.32	4 weeks	\$ 145.00
361	2nd Reduction Pinion	1	\$9,285.00	\$649.95		\$9,934.95	10 weeks	\$.00
362	Bushing	2	\$330.00	\$46.20		\$706.20	8 weeks	\$ 210.00

363	Idler Pinion and 2nd Red Gear Assy	1	\$9,280.00	\$649.60		\$9,929.60	10 weeks	\$.00
364	Oil Seal	1	\$18.00	\$1.26		\$19.26	4 weeks	\$ 15.00
365	Spacer	1	\$530.00	\$37.10		\$567.10	8 weeks	\$.00
366	Gasket	2	\$16.00	\$2.24		\$34.24	6 weeks	\$ 25.00
367	Handle	1	\$250.00	\$17.50		\$267.50	10 weeks	\$.00
368	Pinion	1	\$1,655.00	\$115.85		\$1,770.85	10 weeks	\$ 1,450.00
369	Chain, Turning Gear	1	\$480.00	\$33.60		\$513.60	12 weeks	\$ 475.00
370	Gear (Wheel)	1	\$800.00	\$56.00		\$856.00	8 weeks	\$ 750.00
371	Pressure Switch	1	\$800.00	\$56.00		\$856.00	10 weeks	\$.00
372	Latch	1	\$910.00	\$63.70		\$973.70	10 weeks	\$.00
373	Gasket	1	\$14.00	\$0.98		\$14.98	6 weeks	\$ 20.00
374	Limit Switch	1	\$1,816.00	\$127.12		\$1,943.12	8 weeks	\$.00
375	Latch Arm	1	\$720.00	\$50.40		\$770.40	12 weeks	\$.00
376	Lever Link	1	\$2,308.00	\$161.56		\$2,469.56	14 weeks	\$.00
377	Washer	4	\$50.00	\$14.00		\$214.00	8 weeks	\$.00
378	Rod End Bearing	2	\$30.00	\$4.20		\$64.20	4 weeks	\$ 25.00
379	O-Ring	1	\$3.00	\$0.21		\$3.21	6 weeks	\$ 5.00
380	Shaft	1	\$1,800.00	\$126.00		\$1,926.00	8 weeks	\$ 5,600.00
381	Retainer	1	\$690.00	\$48.30		\$738.30	8 weeks	\$.00
382	Oil Seal	1	\$25.00	\$1.75		\$26.75	4 weeks	\$ 20.00
383	Gasket	1	\$5.00	\$0.35		\$5.35	6 weeks	\$ 32.00
384	Sleeve Assembly	1	\$590.00	\$41.30		\$631.30	10 weeks	\$ 925.00
385	Air Cylinder	1	\$4,730.00	\$331.10		\$5,061.10	14 weeks	\$.00
386	Hose Assembly	1		\$0.00		\$0.00		\$.00
387	Shaft	1	\$550.00	\$38.50		\$588.50	8 weeks	\$.00
388	Needle Valve	1		\$0.00		\$0.00		\$.00
389	Oil-Lite Bushing	2	\$10.00	\$1.40		\$21.40	4 weeks	\$ 10.00
390	O-Ring	2	\$2.00	\$0.28		\$4.28	6 weeks	\$ 15.00

391	Gear, Ring	1	\$8,950.00	\$626.50		\$9,576.50	10 weeks	\$.00
392	Turning Gear Motor	1	\$1,325.00	\$92.75		\$1,417.75	10 weeks	\$.00
393	Solenoid Valve	1	\$3,633.00	\$254.31		\$3,887.31	22 weeks	\$.00
394	Solenoid Valve	1		\$0.00		\$0.00		\$.00
395	Strainer	1	\$7,530.00	\$527.10		\$8,057.10	14 weeks	\$.00
396	Gasket	2	\$20.00	\$2.80		\$42.80	6 weeks	\$ 28.00
397	Valve	1	\$5,275.00	\$369.25		\$5,644.25	14 weeks	\$ 3,450.00
398	Spring	1	\$700.00	\$49.00		\$749.00	8 weeks	\$.00
399	Nozzle Plate	1	\$20,550.00	\$1,438.50		\$21,988.50	10 weeks	\$.00
400	Bucket Wheel	1	\$28,200.00	\$1,974.00		\$30,174.00	8 weeks	\$.00
401	Pin,Dowel	1	\$50.00	\$3.50		\$53.50	12 weeks	\$ 5.00
402	Key	1	\$200.00	\$14.00		\$214.00	8 weeks	\$ 375.00
403	Nut, Hvy Hex	1	\$6.00	\$0.42		\$6.42	12 weeks	\$ 10.00
404	Lockwasher	1	\$80.00	\$5.60		\$85.60	8 weeks	\$ 125.00
405	Bypass Valve Assembly	1	\$7,500.00	\$525.00		\$8,025.00	10 weeks	\$.00
406	Locknut	1	\$520.00	\$36.40		\$556.40	8 weeks	\$.00
407	Stud, Bottoming	8	\$20.00	\$11.20		\$171.20	14 weeks	\$.00
408	Nut, Hvy Hex	8	\$3.00	\$1.68		\$25.68	12 weeks	\$ 8.00
409	Screw, Soc Hd Cap	8	\$1.00	\$0.56		\$8.56	6 weeks	\$ 5.00
410	Bearing, Thrust	1	\$1,600.00	\$112.00		\$1,712.00	10 weeks	\$ 1,250.00
411	Bearing	1	\$2,596.00	\$181.72		\$2,777.72	12 weeks	\$ 1,375.00
412	Shaft	1	\$2,610.00	\$182.70		\$2,792.70	8 weeks	\$ 1,950.00
413	Bearing	1	\$3,200.00	\$224.00		\$3,424.00	12 weeks	\$ 1,695.00
414	Impeller	1	\$15,520.00	\$1,086.40		\$16,606.40	22 weeks	\$.00
415	Seal Ring	1	\$1,182.00	\$82.74		\$1,264.74	8 weeks	\$ 1,275.00
416	Seal Ring	1	\$1,150.00	\$80.50		\$1,230.50	8 weeks	\$ 1,200.00
417	Acorn Nut	1	\$900.00	\$63.00		\$963.00	8 weeks	\$ 450.00
418	Key	1	\$200.00	\$14.00		\$214.00	8 weeks	\$ 395.00

419	Ring, Retaining	1	\$360.00	\$25.20		\$385.20	8 weeks	\$ 450.00
420	Oil Tank Sight Glass	2	\$17.00	\$2.38		\$36.38	4 weeks	\$.00
421	Extraction Relay Dump Valve	0	\$0.00	\$0.00				
422	Gasket	1	\$12.00	\$0.84		\$12.84	6 weeks	\$ 3.00
423	Piston	1	\$380.00	\$26.60		\$406.60	8 weeks	\$ 875.00
424	Piston Ring	1	\$180.00	\$12.60		\$192.60	8 weeks	\$ 120.00
425	Spring	1	\$450.00	\$31.50		\$481.50	8 weeks	\$.00
426	Shaft	1	\$1,440.00	\$100.80		\$1,540.80	8 weeks	\$ 1,200.00
427	Key	1	\$250.00	\$17.50		\$267.50	8 weeks	\$ 395.00
428	Gasket	1	\$5.00	\$0.35		\$5.35	6 weeks	\$ 10.00
429	Gasket	1	\$10.00	\$0.70		\$10.70	6 weeks	\$ 35.00
430	Bellows	1	\$7,420.00	\$519.40		\$7,939.40	8 weeks	\$ 4,500.00
431	Valve	1	\$960.00	\$67.20		\$1,027.20	10 weeks	\$ 1,150.00
432	Gasket	1	\$10.00	\$0.70		\$10.70	6 weeks	\$ 12.00
433	Gasket	1	\$13.00	\$0.91		\$13.91	6 weeks	\$ 15.00
434	Gasket	1	\$34.00	\$2.38		\$36.38	6 weeks	\$ 40.00
435	Impeller	1	\$18,000.00	\$1,260.00		\$19,260.00	22 weeks	\$ 14,900.00
436	Key	1	\$200.00	\$14.00		\$214.00	8 weeks	\$ 395.00
437	Pin	1	\$410.00	\$28.70		\$438.70	8 weeks	\$ 750.00
438	Seal Ring	1	\$1,192.00	\$83.44		\$1,275.44	8 weeks	\$ 595.00
439	Impeller Nut	1	\$566.00	\$39.62		\$605.62	10 weeks	\$ 535.00
440	Screw	1	\$864.00	\$60.48		\$924.48	8 weeks	
441	Ball	1	\$2.00	\$0.14		\$2.14	4 weeks	
442	Gasket	1	\$66.00	\$4.62		\$70.62	6 weeks	\$ 110.00
443	Orifice	1		\$0.00		\$0.00		
444	Trigger	1	\$1,600.00	\$112.00		\$1,712.00	8 weeks	\$ 1.00
445	Spring	1	\$1,430.00	\$100.10		\$1,530.10	8 weeks	\$ 995.00
446	Pin	1	\$400.00	\$28.00		\$428.00	8 weeks	\$ 375.00

447	Valve, Pilot	1	\$4,930.00	\$345.10		\$5,275.10	8 weeks	\$ 3,395.00
448	Pin	1	\$280.00	\$19.60		\$299.60	6 weeks	
449	Spring	1	\$600.00	\$42.00		\$642.00	8 weeks	\$ 975.00
450	Spring	1	\$420.00	\$29.40		\$449.40	8 weeks	\$ 650.00
451	Rod, Trip	1	\$640.00	\$44.80		\$684.80	8 weeks	\$.00
452	Bell Crank	1		\$0.00		\$0.00		\$.00
453	Bell Crank	1		\$0.00		\$0.00		\$.00
454	Pin, Taper	1	\$35.00	\$2.45		\$37.45	8 weeks	\$.00
455	Pin	1	\$654.00	\$45.78		\$699.78	8 weeks	\$.00
456	Pin	1	\$406.00	\$28.42		\$434.42	8 weeks	\$.00
457	Spacer	2	\$145.00	\$20.30		\$310.30	8 weeks	\$.00
458	Collar	2	\$250.00	\$35.00		\$535.00	8 weeks	\$.00
459	Knuckle	1		\$0.00		\$0.00		\$.00
460	Rod, Piston	1	\$1,350.00	\$94.50		\$1,444.50	8 weeks	\$ 1,550.00
461	Piston	1	\$9,770.00	\$683.90		\$10,453.90	12 weeks	\$ 11,900.00
462	Piston Ring	2	\$210.00	\$29.40		\$449.40	8 weeks	\$ 145.00
463	Pin, Ball	1	\$1,250.00	\$87.50		\$1,337.50	8 weeks	\$ 1,800.00
464	Seat, Ball	1	\$1,012.00	\$70.84		\$1,082.84	8 weeks	\$ 975.00
465	Seat, Ball	1	\$2,700.00	\$189.00		\$2,889.00	8 weeks	\$ 1,345.00
466	Bushing	1	\$1,785.00	\$124.95		\$1,909.95	10 weeks	\$ 1,750.00
467	Spring	1	\$1,100.00	\$77.00		\$1,177.00	8 weeks	\$.00
468	Spring	1	\$1,100.00	\$77.00		\$1,177.00	8 weeks	\$.00
469	Spring Plate	1	\$2,400.00	\$168.00		\$2,568.00	8 weeks	\$.00
470	Valve, Pilot	1	\$4,900.00	\$343.00		\$5,243.00	8 weeks	\$ 4,800.00
471	Bushing	1	\$7,260.00	\$508.20		\$7,768.20	8 weeks	\$ 4,500.00
472	Nut	1	\$792.00	\$55.44		\$847.44	8 weeks	\$.00
473	Collar	1	\$310.00	\$21.70		\$331.70	8 weeks	\$ 400.00
474	Rod	1	\$6,950.00	\$486.50		\$7,436.50	8 weeks	\$.00

475	Stop	1	\$855.00	\$59.85		\$914.85	8 weeks	\$ 1,050.00
476	Spacer	1	\$190.00	\$13.30		\$203.30	8 weeks	\$.00
477	Pin	1	\$75.00	\$5.25		\$80.25	6 weeks	\$.00
478	Dust Cap	1	\$42.00	\$2.94		\$44.94	4 weeks	\$.00
479	Gasket	1	\$48.00	\$3.36		\$51.36	6 weeks	\$ 60.00
480	Retainer	1	\$330.00	\$23.10		\$353.10	8 weeks	\$.00
481	Klosure	1	\$125.00	\$8.75		\$133.75	4 weeks	\$ 30.00
482	Gasket	1	\$48.00	\$3.36		\$51.36	6 weeks	\$ 60.00
483	Spring	1	\$700.00	\$49.00		\$749.00	8 weeks	\$ 925.00
484	Spring Plate	1	\$368.00	\$25.76		\$393.76	8 weeks	\$.00
485	Retainer	1	\$550.00	\$38.50		\$588.50	8 weeks	\$.00
486	Klosure	1	\$82.00	\$5.74		\$87.74	4 weeks	\$ 72.00
487	Gasket	1	\$55.00	\$3.85		\$58.85	6 weeks	\$.00
488	Gasket	1	\$34.00	\$2.38		\$36.38	6 weeks	\$ 49.00
489	Valve, Solenoid	1	\$50,680.00	\$3,547.60		\$54,227.60	30 weeks	\$ 29,000.00
490	TE Bearing Lining	1	\$25,431.00	\$1,780.17		\$27,211.17	18 weeks	\$ 19,150.00
491	CE Bearing Lining	1	\$27,135.00	\$1,899.45		\$29,034.45	18 weeks	\$ 19,800.00
492	Outer Oil Deflector	1	\$8,900.00	\$623.00		\$9,523.00	12 weeks	\$ 8,500.00
493	TE H2 Seal Ring	1	\$5,000.00	\$350.00		\$5,350.00	8 weeks	\$ 3,850.00
494	TE H2 Seal Ring Spring	2	\$450.00	\$63.00		\$963.00	8 weeks	\$ 135.00
495	TE H2 Seal Ring Oil Deflector	1	\$3,780.00	\$264.60		\$4,044.60	12 weeks	\$ 3,100.00
496	Inner Oil Deflector	1	\$8,000.00	\$560.00		\$8,560.00	12 weeks	\$ 6,800.00
497	RTD Cable Assembly	1		\$0.00		\$0.00		\$ 450.00
498	Inner Oil Deflector	1	\$8,000.00	\$560.00		\$8,560.00	12 weeks	\$ 6,800.00
499	CE H2 Seal Ring Oil Deflector	1	\$3,780.00	\$264.60		\$4,044.60	12 weeks	\$ 3,100.00
500	CE H2 Seal Ring	1	\$5,000.00	\$350.00		\$5,350.00	8 weeks	\$ 3,850.00
501	CE H2 Seal Ring Spring	2	\$450.00	\$63.00		\$963.00	8 weeks	\$ 135.00
502	Outer Oil Deflector	1	\$8,900.00	\$623.00		\$9,523.00	12 weeks	\$ 8,500.00

503	RTD Cable Assembly	1		\$0.00		\$0.00		\$ 450.00
504	Insulated Bolt and Washer Set	31	\$212.00	\$460.04		\$7,032.04	6 weeks	\$ 90.00
505	CO2 Pressure Regulator	1		\$0.00		\$0.00		\$.00
506	H2 Control Manifold and Valves	1		\$0.00		\$0.00		\$.00
507	Switch, High Pressure	2		\$0.00		\$0.00		\$.00
508	Switch, Low Pressure	1		\$0.00		\$0.00		\$.00
509	CO2 Manifold	1		\$0.00		\$0.00		\$.00
510	Float Trap	1		\$0.00		\$0.00		\$.00
511	Sight Glass	1	\$109.00	\$7.63		\$116.63	14 weeks	\$ 125.00
512	Remote Purity Indicator	1		\$0.00		\$0.00		\$.00
513	Governor, Differential	1	\$31,332.00	\$2,193.24		\$33,525.24	20 weeks	\$.00
514	Differential Gov Overhaul Kit	1	\$10,265.00	\$718.55		\$10,983.55	20 weeks	\$.00
515	Differential Pressure Gauge	1		\$0.00		\$0.00		\$.00
516	Flow Meter	1		\$0.00		\$0.00		\$.00
517	Differential Pressure Control Switch	2		\$0.00		\$0.00		\$.00
518	Filter Element	4	\$125.00	\$35.00		\$535.00	6 weeks	\$ 65.00
519	Filter Cover Gasket	2	\$20.00	\$2.80		\$42.80	6 weeks	\$ 25.00
520	Pressure Gauge	1	\$975.00	\$68.25		\$1,043.25	20 weeks	\$.00
521	Flow Meter	1		\$0.00		\$0.00		\$.00
522	Adapter Plate	1		\$0.00		\$0.00		\$.00
523	Fan Differential Pressure Gauge	1		\$0.00		\$0.00		\$.00
524	H2 Purifier	3		\$0.00		\$0.00		\$.00
525	H2 Moisture Indicator	3		\$0.00		\$0.00		\$.00
526	Flow Meter	1		\$0.00		\$0.00		\$.00
527	Cooler Clamp Plate Tubesheet Gasket	4	\$132.00	\$36.96		\$564.96	6 weeks	\$ 145.00
528	Cooler Clamp Plate -to-H2 Cooler Gasket	4	\$132.00	\$36.96		\$564.96	6 weeks	\$ 145.00
529	Cooler Clamp Plate /Gen Frame Gasket	4	\$100.00	\$28.00		\$428.00	6 weeks	\$ 165.00
530	Cooler Clamp Plate/ Gen Frame Gasket	4	\$100.00	\$28.00		\$428.00	6 weeks	\$ 165.00

531	Cooler Side Seal	8	\$88.00	\$49.28		\$753.28	6 weeks	\$ 195.00
532	Inlet / Outlet Waterbox Gasket	4	\$450.00	\$126.00		\$1,926.00	6 weeks	\$.00
533	Return Header Gasket	4	\$450.00	\$126.00		\$1,926.00	6 weeks	\$.00
534	Pin	1	\$50.00	\$3.50		\$53.50	14 weeks	\$.00
535	Pin	2	\$50.00	\$7.00		\$107.00	14 weeks	\$.00
536	Pin	1	\$80.00	\$5.60		\$85.60	14 weeks	\$.00
537	Pin	1	\$1.00	\$0.07		\$1.07	6 weeks	\$ 5.00
538	Pin	2	\$160.00	\$22.40		\$342.40	8 weeks	\$.00
539	Pin Roll	2	\$20.00	\$2.80		\$42.80	14 weeks	\$ 3.00
540	Pin Roll	1	\$2.00	\$0.14		\$2.14	4 weeks	\$ 3.00
541	Pin Dowel	6	\$8.00	\$3.36		\$51.36	4 weeks	\$ 5.00
542	Washer	2	\$2.00	\$0.28		\$4.28	4 weeks	\$.00
543	Rod	1	\$340.00	\$23.80		\$363.80	8 weeks	\$ 750.00
544	Nut	1	\$500.00	\$35.00		\$535.00	4 weeks	\$.00
545	Nut	1	\$5.00	\$0.35		\$5.35	4 weeks	\$ 5.00
546	Washer	1	\$2.00	\$0.14		\$2.14	4 weeks	\$ 5.00
547	Pin	1	\$830.00	\$58.10		\$888.10	8 weeks	\$.00
548	Bucket Kit	1	\$63,754.00	\$4,462.78		\$68,216.78	8 weeks	\$.00
549	Bucket Kit	1	\$69,262.00	\$4,848.34		\$74,110.34	8 weeks	\$.00
550	Bucket Kit	1	\$70,542.00	\$4,937.94		\$75,479.94	8 weeks	\$.00
551	Bucket Kit	1	\$73,030.00	\$5,112.10		\$78,142.10	8 weeks	\$.00
552	Bucket Kit	1	\$75,296.00	\$5,270.72		\$80,566.72	8 weeks	\$.00
553	Bucket Kit	1	\$77,874.00	\$5,451.18		\$83,325.18	8 weeks	\$.00

Total of all items bid

\$1,641,196.00

\$130,416.30
estimated
freight
Total

\$1,993,506.30
\$28,406.95
\$2,021,913.25

\$538,484.00

Total for award/order

\$1,055,667.00

\$73,896.69

freight

\$1,129,563.69
\$9,550.00

\$133,421.00

total without tax \$1,065,217.00

total with tax

Color Key
not ordering item
award/order
total with or without tax including freight



\$18.90		\$288.90	28		\$0.00		\$0.00	
\$204.75		\$3,129.75	28		\$0.00		\$0.00	
\$18.90		\$288.90	28		\$0.00		\$0.00	
\$224.00		\$3,424.00	28		\$0.00		\$0.00	
\$18.90		\$288.90	28		\$0.00		\$0.00	
\$318.50		\$4,868.50	28		\$0.00		\$0.00	
\$9.10		\$139.10	28		\$0.00		\$0.00	
\$6.30		\$96.30	28		\$0.00		\$0.00	
\$4.20		\$64.20	28		\$0.00		\$0.00	
\$0.21		\$3.21	28		\$0.00		\$0.00	
\$278.25		\$4,253.25	28		\$0.00		\$0.00	
\$9.10		\$139.10	28		\$0.00		\$0.00	
\$6.30		\$96.30	28		\$0.00		\$0.00	
\$4.20		\$64.20	28		\$0.00		\$0.00	
\$0.21		\$3.21	28		\$0.00		\$0.00	
\$229.25		\$3,504.25	28		\$0.00		\$0.00	
\$9.10		\$139.10	28		\$0.00		\$0.00	
\$6.30		\$96.30	28		\$0.00		\$0.00	
\$4.20		\$64.20	28		\$0.00		\$0.00	
\$0.21		\$3.21	28		\$0.00		\$0.00	
\$138.60		\$2,118.60	42	\$104.00	\$131.04		\$2,003.04	5-6 weeks
\$78.75		\$1,203.75	42	\$168.00	\$35.28		\$539.28	5-6 weeks
\$81.90		\$1,251.90	42	\$168.00	\$152.88		\$2,336.88	5-6 weeks
\$42.00		\$642.00	STK	\$44.00	\$123.20		\$1,883.20	5-6 weeks
\$140.00		\$2,140.00	STK		\$0.00		\$0.00	
\$42.00		\$642.00	STK	\$22.00	\$61.60		\$941.60	5-6 weeks
\$52.50		\$802.50	STK	\$385.00	\$161.70		\$2,471.70	5-6 weeks
\$18.90		\$288.90	STK		\$0.00		\$0.00	

\$12.60		\$192.60	28		\$0.00		\$0.00	
\$156.80		\$2,396.80	28		\$0.00		\$0.00	
\$28.35		\$433.35	28		\$0.00		\$0.00	
\$1.05		\$16.05	28		\$0.00		\$0.00	
\$12.60		\$192.60	28		\$0.00		\$0.00	
\$190.40		\$2,910.40	28		\$0.00		\$0.00	
\$32.55		\$497.55	28		\$0.00		\$0.00	
\$1.05		\$16.05	28		\$0.00		\$0.00	
\$12.60		\$192.60	28		\$0.00		\$0.00	
\$202.30		\$3,092.30	28		\$0.00		\$0.00	
\$34.65		\$529.65	28		\$0.00		\$0.00	
\$1.05		\$16.05	28		\$0.00		\$0.00	
\$12.60		\$192.60	28		\$0.00		\$0.00	
\$12.60		\$192.60	28		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$168.00		\$2,568.00	STK		\$1,675.00	\$117.25	\$1,792.25	5-6 weeks
\$63.00		\$963.00	STK		\$275.00	\$115.50	\$1,765.50	5-6 weeks
\$8.40		\$128.40	STK		\$0.00		\$0.00	
\$100.80		\$1,540.80	42		\$0.00		\$0.00	
\$21.28		\$325.28	STK		\$64.00	\$35.84	\$547.84	5-6 weeks
\$305.55		\$4,670.55	42		\$0.00		\$0.00	
\$249.48		\$3,813.48	42		\$0.00		\$0.00	
\$0.35		\$5.35	STK		\$17.00	\$1.19	\$18.19	5-6 weeks
\$28.35		\$433.35	STK		\$155.00	\$32.55	\$497.55	5-6 weeks
\$346.50		\$5,296.50	42		\$3,255.00	\$227.85	\$3,482.85	5-6 weeks
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$32.20		\$492.20	42		\$92.00	\$25.76	\$393.76	5-6 weeks
\$826.00		\$12,626.00	42		\$8,200.00	\$574.00	\$8,774.00	5-6 weeks

\$21.00		\$321.00	42		\$0.00		\$0.00	
\$0.35		\$5.35	42		\$0.00		\$0.00	
\$609.00		\$9,309.00	42		\$2,175.00	\$913.50	\$13,963.50	5-6 weeks
\$609.00		\$9,309.00	42		\$2,175.00	\$913.50	\$13,963.50	5-6 weeks
\$153.30		\$2,343.30	STK		\$619.00	\$259.98	\$3,973.98	5-6 weeks
\$50.40		\$770.40	42		\$45.00	\$75.60	\$1,155.60	5-6 weeks
\$403.20		\$6,163.20	42		\$1,750.00	\$735.00	\$11,235.00	5-6 weeks
\$403.20		\$6,163.20	42		\$1,750.00	\$735.00	\$11,235.00	5-6 weeks
\$39.90		\$609.90	STK		\$197.00	\$82.74	\$1,264.74	5-6 weeks
\$39.90		\$609.90	STK		\$198.00	\$83.16	\$1,271.16	5-6 weeks
\$2.10		\$32.10	STK		\$42.00	\$17.64	\$269.64	5-6 weeks
\$336.00		\$5,136.00	56			\$0.00	\$0.00	
\$451.50		\$6,901.50	42			\$0.00	\$0.00	
\$0.00		\$0.00	NO BID		\$875.00	\$367.50	\$5,617.50	5-6 weeks
\$46.20		\$706.20	STK			\$0.00	\$0.00	5-6 weeks
\$33.60		\$513.60	STK		\$320.00	\$134.40	\$2,054.40	5-6 weeks
\$60.90		\$930.90	STK		\$287.00	\$120.54	\$1,842.54	5-6 weeks
\$6.72		\$102.72	STK		\$45.00	\$37.80	\$577.80	5-6 weeks
\$14.00		\$214.00	STK		\$98.00	\$27.44	\$419.44	5-6 weeks
\$5.04		\$77.04	STK		\$36.00	\$15.12	\$231.12	5-6 weeks
\$42.00		\$642.00	STK		\$27.50	\$23.10	\$353.10	5-6 weeks
\$84.00		\$1,284.00	STK		\$187.00	\$78.54	\$1,200.54	5-6 weeks
\$73.50		\$1,123.50	STK		\$257.00	\$107.94	\$1,649.94	5-6 weeks
\$29.40		\$449.40	42			\$0.00	\$0.00	
\$168.00		\$2,568.00	42		\$2,875.00	\$201.25	\$3,076.25	5-6 weeks
\$89.95		\$1,374.95	42		\$1,690.00	\$118.30	\$1,808.30	5-6 weeks
\$0.00		\$0.00	NO BID			\$0.00	\$0.00	
\$28.00		\$428.00	42		\$48.00	\$13.44	\$205.44	5-6 weeks

\$0.00		\$0.00	NO BID
\$7.70		\$117.70	STK
\$5.60		\$85.60	STK
\$2.10		\$32.10	STK
\$0.00		\$0.00	NO BID
\$1.12		\$17.12	STK
\$7.00		\$107.00	STK
\$10.15		\$155.15	STK
\$7.00		\$107.00	STK
\$2.80		\$42.80	42
\$182.00		\$2,782.00	42
\$171.50		\$2,621.50	STK
\$8.05		\$123.05	STK
\$178.50		\$2,728.50	42
\$182.00		\$2,782.00	42
\$171.50		\$2,621.50	STK
\$8.05		\$123.05	STK
\$178.50		\$2,728.50	
\$182.00		\$2,782.00	42
\$171.50		\$2,621.50	STK
\$8.05		\$123.05	STK
\$178.50		\$2,728.50	
\$182.00		\$2,782.00	
\$171.50		\$2,621.50	STK
\$8.05		\$123.05	STK
\$178.50		\$2,728.50	
\$182.00		\$2,782.00	42
\$171.50		\$2,621.50	STK

	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$320.00	\$22.40		\$342.40	5-6 weeks
\$45.00	\$3.15		\$48.15	5-6 weeks
\$475.00	\$33.25		\$508.25	5-6 weeks
	\$0.00		\$0.00	
\$98.00	\$13.72		\$209.72	5-6 weeks
\$287.00	\$20.09		\$307.09	5-6 weeks
\$27.50	\$3.85		\$58.85	5-6 weeks
	\$0.00		\$0.00	
\$2,625.00	\$183.75		\$2,808.75	5-6 weeks
	\$0.00		\$0.00	
\$265.00	\$18.55		\$283.55	5-6 weeks
\$2,150.00	\$150.50		\$2,300.50	5-6 weeks
\$2,625.00	\$183.75		\$2,808.75	5-6 weeks
	\$0.00		\$0.00	
\$265.00	\$18.55		\$283.55	5-6 weeks
\$2,150.00	\$150.50		\$2,300.50	5-6 weeks
\$2,625.00	\$183.75		\$2,808.75	5-6 weeks
	\$0.00		\$0.00	
\$265.00	\$18.55		\$283.55	5-6 weeks
\$2,150.00	\$150.50		\$2,300.50	5-6 weeks
\$2,625.00	\$183.75		\$2,808.75	5-6 weeks
	\$0.00		\$0.00	
\$265.00	\$18.55		\$283.55	5-6 weeks
\$2,150.00	\$150.50		\$2,300.50	5-6 weeks
\$2,475.00	\$173.25		\$2,648.25	5-6 weeks
	\$0.00		\$0.00	

\$80.50		\$1,230.50	56		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$61.25		\$936.25	42	\$68.00	\$23.80		\$363.80	5-6 weeks
\$182.70		\$2,792.70	42	\$104.00	\$131.04		\$2,003.04	5-6 weeks
\$9.10		\$139.10	42		\$0.00		\$0.00	
\$9.10		\$139.10	42		\$0.00		\$0.00	
\$13.30		\$203.30	42		\$0.00		\$0.00	
\$2.80		\$42.80	42		\$0.00		\$0.00	
\$222.60		\$3,402.60	42		\$0.00		\$0.00	
\$197.40		\$3,017.40	42	\$98.00	\$82.32		\$1,258.32	5-6 weeks
\$40.95		\$625.95	STK		\$0.00		\$0.00	
\$110.88		\$1,694.88	42		\$0.00		\$0.00	
\$42.00		\$642.00	42	\$88.00	\$49.28		\$753.28	5-6 weeks
\$18.90		\$288.90	42		\$0.00		\$0.00	
\$2.10		\$32.10	42		\$0.00		\$0.00	
\$52.50		\$802.50	42		\$0.00		\$0.00	
\$31.50		\$481.50	STK		\$0.00		\$0.00	
\$36.75		\$561.75	42		\$0.00		\$0.00	
\$31.50		\$481.50	STK		\$0.00		\$0.00	
\$34.65		\$529.65	42		\$0.00		\$0.00	
\$63.00		\$963.00	STK		\$0.00		\$0.00	
\$61.95		\$946.95	42		\$0.00		\$0.00	
\$31.50		\$481.50	STK		\$0.00		\$0.00	
\$488.25		\$7,463.25	42		\$0.00		\$0.00	
\$413.00		\$6,313.00	42		\$0.00		\$0.00	
\$196.00		\$2,996.00	42		\$0.00		\$0.00	
\$41.30		\$631.30	42		\$0.00		\$0.00	
\$45.50		\$695.50	42		\$0.00		\$0.00	

\$41.86		\$639.86	42		\$0.00		\$0.00	
\$41.86		\$639.86	42		\$0.00		\$0.00	
\$41.86		\$639.86	42		\$0.00		\$0.00	
\$22.75		\$347.75	42		\$0.00		\$0.00	
\$44.80		\$684.80	STK		\$0.00		\$0.00	
\$59.50		\$909.50	42		\$0.00		\$0.00	
\$115.50		\$1,765.50	42		\$0.00		\$0.00	
\$175.00		\$2,675.00	42		\$0.00		\$0.00	
\$39.20		\$599.20	42	\$197.00	\$55.16		\$843.16	5-6 weeks
\$10.50		\$160.50	42	\$19.50	\$20.48		\$312.98	5-6 weeks
\$283.50		\$4,333.50	42		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$472.50		\$7,222.50	98	\$3,250.00	\$227.50		\$3,477.50	5-6 weeks
\$434.00		\$6,634.00	84		\$0.00		\$0.00	
\$360.50		\$5,510.50	84		\$0.00		\$0.00	
\$273.00		\$4,173.00	84		\$0.00		\$0.00	
\$1.40		\$21.40	STK		\$0.00		\$0.00	
\$21.00		\$321.00	42	\$167.00	\$23.38		\$357.38	5-6 weeks
\$434.00		\$6,634.00	70		\$0.00		\$0.00	
\$20.30		\$310.30	42	\$225.00	\$31.50		\$481.50	5-6 weeks
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$29.40		\$449.40	42	\$187.00	\$26.18		\$400.18	5-6 weeks

\$0.00		\$0.00	NO BID
\$1.05		\$16.05	42
\$0.00		\$0.00	NO BID
\$3.50		\$53.50	42
\$0.00		\$0.00	NO BID
\$101.50		\$1,551.50	56
\$33.25		\$508.25	42
\$52.50		\$802.50	42
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$1.40		\$21.40	42
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$3.50		\$53.50	42
\$0.35		\$5.35	42
\$392.00		\$5,992.00	84
\$0.00		\$0.00	NO BID
\$1.40		\$21.40	42
\$2.24		\$34.24	42
\$64.75		\$989.75	42
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$1.40		\$21.40	42
\$2.10		\$32.10	42

	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$647.00	\$45.29		\$692.29	5-6 weeks
\$32.00	\$4.48		\$68.48	5-6 weeks
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
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	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$90.00	\$12.60		\$192.60	5-6 weeks
	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$687.00	\$48.09		\$735.09	5-6 weeks
	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$525.00	\$36.75		\$561.75	5-6 weeks
	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$257.00	\$17.99		\$274.99	5-6 weeks
	\$0.00		\$0.00	
\$55.00	\$7.70		\$117.70	5-6 weeks
	\$0.00		\$0.00	

\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$3.92		\$59.92	42
\$241.50		\$3,691.50	42
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.35		\$5.35	42
\$26.25		\$401.25	42
\$0.70		\$10.70	42
\$8.75		\$133.75	42
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$4.48		\$68.48	42
\$2.80		\$42.80	STK
\$87.50		\$1,337.50	56
\$96.25		\$1,471.25	56
\$136.50		\$2,086.50	42
\$118.65		\$1,813.65	56
\$0.00		\$0.00	NO BID
\$89.25		\$1,364.25	42
\$84.00		\$1,284.00	42
\$31.50		\$481.50	42
\$27.65		\$422.65	42

	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$17.00	\$1.19		\$18.19	5-6 weeks
	\$0.00		\$0.00	
\$48.00	\$3.36		\$51.36	5-6 weeks
\$15.00	\$1.05		\$16.05	5-6 weeks
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$35.00	\$19.60		\$299.60	5-6 weeks
\$42.00	\$23.52		\$359.52	5-6 weeks
\$835.00	\$58.45		\$893.45	16-18 weeks
\$1,075.00	\$75.25		\$1,150.25	16-18 weeks
\$2,750.00	\$192.50		\$2,942.50	5-6 weeks
\$1,220.00	\$85.40		\$1,305.40	16-18 weeks
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	

\$31.50		\$481.50	42		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.21		\$3.21	STK		\$0.00		\$0.00	
\$61.25		\$936.25	42		\$0.00		\$0.00	
\$8.40		\$128.40	STK		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$84.00		\$1,284.00	42		\$0.00		\$0.00	
\$27.65		\$422.65	42		\$0.00		\$0.00	
\$0.70		\$10.70	STK		\$0.00		\$0.00	
\$2.45		\$37.45	42		\$0.00		\$0.00	
\$315.00		\$4,815.00	56		\$0.00		\$0.00	
\$80.50		\$1,230.50	42		\$0.00		\$0.00	
\$0.84		\$12.84	STK		\$0.00		\$0.00	
\$1.05		\$16.05	STK		\$0.00		\$0.00	
\$2.80		\$42.80	42		\$0.00		\$0.00	
\$1,043.00		\$15,943.00	STK		\$0.00		\$0.00	
\$27.65		\$422.65	42		\$0.00		\$0.00	
\$52.50		\$802.50	42	\$12.00	\$0.84		\$12.84	5-6 weeks
\$41.65		\$636.65	STK		\$0.00		\$0.00	
\$37.45		\$572.45	42		\$0.00		\$0.00	
		no bid per email 6/15/20		\$297.00	\$20.79		\$317.79	5-6 weeks
		no bid per email 6/23/20			\$0.00		\$0.00	
\$7.70		\$117.70	42		\$0.00		\$0.00	
		no bid per email 6/23/20			\$0.00		\$0.00	
\$0.07		\$1.07			\$0.00		\$0.00	
\$69.65		\$1,064.65	42		\$0.00		\$0.00	
\$26.25		\$401.25	42	\$110.00	\$7.70		\$117.70	5-6 weeks

\$237.65		\$3,632.65	42		\$0.00		\$0.00	
		no bid per email 6/23/20		\$15.00	\$1.05		\$16.05	5-6 weeks
\$68.25		\$1,043.25	56		\$0.00		\$0.00	
\$45.50		\$695.50			\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID	\$125.00	\$17.50		\$267.50	5-6 weeks
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$108.50		\$1,658.50	42		\$0.00		\$0.00	
\$833.00		\$12,733.00	56		\$0.00		\$0.00	
\$20.30		\$310.30	42		\$0.00		\$0.00	
\$126.00		\$1,926.00	42		\$0.00		\$0.00	
\$68.25		\$1,043.25	42		\$0.00		\$0.00	
\$94.15		\$1,439.15	42		\$0.00		\$0.00	
\$122.50		\$1,872.50	42		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$0.00		\$0.00	NO BID		\$0.00		\$0.00	
\$336.00		\$5,136.00	42		\$0.00		\$0.00	
\$315.00		\$4,815.00	42		\$0.00		\$0.00	
\$0.00		\$0.00			\$0.00		\$0.00	
\$28.00		\$428.00	42		\$0.00		\$0.00	
\$0.00		\$0.00			\$0.00		\$0.00	

\$31.50		\$481.50	42
\$195.30		\$2,985.30	42
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$8.75		\$133.75	42
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$18.20		\$278.20	42
\$3.50		\$53.50	42
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$40.60		\$620.60	42
\$40.60		\$620.60	42
\$46.20		\$706.20	42
\$46.20		\$706.20	42

	\$0.00		\$0.00	
\$275.00	\$596.75		\$9,121.75	16-18 weeks
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
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	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$156.00	\$43.68		\$667.68	5-6 weeks
\$156.00	\$43.68		\$667.68	5-6 weeks

\$109.20		\$1,669.20	42
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.35		\$5.35	STK
\$0.00		\$0.00	NO BID
\$0.42		\$6.42	STK
\$0.21		\$3.21	STK
\$2.10		\$32.10	STK
\$0.00		\$0.00	NO BID
\$52.50		\$802.50	42
\$0.00		\$0.00	NO BID
\$0.35		\$5.35	STK
\$0.35		\$5.35	42
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID
\$0.00		\$0.00	NO BID

	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$17.00	\$1.19		\$18.19	5-6 weeks
\$17.00	\$2.38		\$36.38	5-6 weeks
	\$0.00		\$0.00	
\$17.00	\$1.19		\$18.19	5-6 weeks
\$55.00	\$7.70		\$117.70	5-6 weeks
	\$0.00		\$0.00	
	\$0.00		\$0.00	
\$17.00	\$7.14		\$109.14	5-6 weeks
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	
	\$0.00		\$0.00	

\$47,880.77

\$731,891.77

\$178,137.50 \$18,518.26

\$283,064.76

NO TAX
AMOUNT

\$264,546.50

\$9,339.47

freight

\$142,760.47

\$2,200.00

sales tax

\$38,670.00

\$2,706.90

freight

\$41,376.90

\$490.00

\$144,960.47

total without tax

\$39,160.00

ALIN MACHINING CO., INC. dba POWER PLANT SERVICES

UNIT PRICE	TAX (7%)	NON-TAXABLE FREIGHT	EXTENDED PRICE	Lead Time
\$0.00	\$0.00		\$0.00	Recommend To Reverse
\$0.00	\$0.00		\$0.00	Recommend To Reverse
\$7,000.00	\$490.00		\$7,490.00	100 Days
\$7,225.00	\$505.75		\$7,730.75	100 Days
\$8,700.00	\$609.00		\$9,309.00	100 Days
\$1,650.00	\$115.50		\$1,765.50	14 Days
\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$1,925.00	\$134.75		\$2,059.75	14 Days
\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,010.00	\$140.70		\$2,150.70	14 Days
\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,010.00	\$140.70		\$2,150.70	14 Days
\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,125.00	\$148.75		\$2,273.75	14 Days

\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,125.00	\$148.75		\$2,273.75	14 Days
\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,125.00	\$148.75		\$2,273.75	14 Days
\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,125.00	\$148.75		\$2,273.75	14 Days
\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,145.00	\$150.15		\$2,295.15	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,010.00	\$140.70		\$2,150.70	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,125.00	\$148.75		\$2,273.75	14 Days

\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$1,925.00	\$134.75		\$2,059.75	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,010.00	\$140.70		\$2,150.70	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$1,815.00	\$127.05		\$1,942.05	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$1,815.00	\$127.05		\$1,942.05	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$1,925.00	\$134.75		\$2,059.75	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$1,600.00	\$112.00		\$1,712.00	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$1,650.00	\$115.50		\$1,765.50	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$2,110.00	\$147.70		\$2,257.70	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$2,150.00	\$150.50		\$2,300.50	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$2,150.00	\$150.50		\$2,300.50	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$2,110.00	\$147.70		\$2,257.70	14 Days

\$15.00	\$6.30		\$96.30	14 Days
\$2,110.00	\$147.70		\$2,257.70	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$2,250.00	\$157.50		\$2,407.50	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$2,395.00	\$167.65		\$2,562.65	14 Days
\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$2,300.00	\$161.00		\$2,461.00	14 Days
\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$1,925.00	\$134.75		\$2,059.75	14 Days
\$45.00	\$6.30		\$96.30	14 Days
\$15.00	\$6.30		\$96.30	14 Days
\$18.00	\$1.26		\$19.26	14 Days
\$2.00	\$0.14		\$2.14	14 Days
\$75.00	\$94.50		\$1,444.50	28 Days
\$250.00	\$52.50		\$802.50	28 Days
\$250.00	\$227.50		\$3,477.50	28 Days
\$12.00	\$33.60		\$513.60	Stock
\$38.00	\$106.40		\$1,626.40	Stock
\$15.00	\$42.00		\$642.00	Stock
\$115.00	\$48.30		\$738.30	28 Days
\$40.00	\$16.80		\$256.80	28 Days

\$20.00	\$8.40		\$128.40	28 Days
\$40.00	\$16.80		\$256.80	Stock
\$15.00	\$6.30		\$96.30	Stock
\$115.00	\$48.30		\$738.30	28 Days
\$40.00	\$16.80		\$256.80	Stock
\$28.00	\$11.76		\$179.76	Stock
\$45.00	\$18.90		\$288.90	Stock
\$20.00	\$8.40		\$128.40	Stock
\$65.00	\$18.20		\$278.20	28 Days
\$85.00	\$95.20		\$1,455.20	28 Days
\$9.00	\$9.45		\$144.45	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$95.20		\$1,455.20	28 Days
\$8.00	\$8.40		\$128.40	28 Days
\$8.00	\$0.56		\$8.56	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$95.20		\$1,455.20	28 Days
\$9.00	\$9.45		\$144.45	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$107.10		\$1,637.10	28 Days
\$9.00	\$10.71		\$163.71	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$95.20		\$1,455.20	28 Days
\$8.00	\$8.40		\$128.40	28 Days
\$8.00	\$0.56		\$8.56	28 Days

	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$107.10		\$1,637.10	28 Days
\$9.00	\$10.71		\$163.71	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$107.10		\$1,637.10	28 Days
\$9.00	\$10.71		\$163.71	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$107.10		\$1,637.10	28 Days
\$8.00	\$9.52		\$145.52	28 Days
\$8.00	\$0.56		\$8.56	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$119.00		\$1,819.00	28 Days
\$9.00	\$11.97		\$182.97	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$119.00		\$1,819.00	28 Days
\$9.00	\$11.97		\$182.97	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$142.80		\$2,182.80	28 Days
\$9.00	\$14.49		\$221.49	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$154.70		\$2,364.70	28 Days
\$9.00	\$15.75		\$240.75	28 Days
\$9.00	\$0.63		\$9.63	28 Days

	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$166.60		\$2,546.60	28 Days
\$9.00	\$17.01		\$260.01	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$190.40		\$2,910.40	28 Days
\$9.00	\$19.53		\$298.53	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$202.30		\$3,092.30	28 Days
\$9.00	\$20.79		\$317.79	28 Days
\$9.00	\$0.63		\$9.63	28 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$14,850.00	\$1,039.50		\$15,889.50	28 Days
\$1,040.00	\$72.80		\$1,112.80	28 Days
\$98.00	\$41.16		\$629.16	28 Days
\$25.00	\$10.50		\$160.50	28 Days
\$145.00	\$81.20		\$1,241.20	28 Days
\$25.00	\$14.00		\$214.00	28 Days
\$225.00	\$141.75		\$2,166.75	28 Days
\$205.00	\$258.30		\$3,948.30	28 Days
\$65.00	\$4.55		\$69.55	28 Days
\$100.00	\$21.00		\$321.00	28 Days
\$4,200.00	\$294.00		\$4,494.00	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$23.80		\$363.80	28 Days
\$8,450.00	\$591.50		\$9,041.50	28 Days

\$835.00	\$58.45		\$893.45	28 Days
\$385.00	\$26.95		\$411.95	28 Days
\$3,990.00	\$279.30		\$4,269.30	28 Days
\$1,380.00	\$96.60		\$1,476.60	28 Days
\$30.00	\$2.10		\$32.10	28 Days
\$1,900.00	\$133.00		\$2,033.00	28 Days
\$26.00	\$3.64		\$55.64	28 Days
\$1,900.00	\$133.00		\$2,033.00	28 Days
\$295.00	\$20.65		\$315.65	Stock
\$365.00	\$25.55		\$390.55	35 Days
\$60.00	\$4.20		\$64.20	Stock
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$250.00	\$35.00		\$535.00	28 Days
\$34.00	\$2.38		\$36.38	32 Days
\$10,350.00	\$724.50		\$11,074.50	35 Days
\$1,395.00	\$195.30		\$2,985.30	28 Days
\$740.00	\$51.80		\$791.80	49 Days
\$8,900.00	\$623.00		\$9,523.00	35 Days
\$65.00	\$4.55		\$69.55	28 Days
\$29.00	\$2.03		\$31.03	32 Days
	\$0.00		\$0.00	Recommend To Reverse
\$350.00	\$24.50		\$374.50	49 Days
\$22.00	\$1.54		\$23.54	32 Days
\$18.00	\$1.26		\$19.26	32 Days
	\$0.00		\$0.00	Recommend To Reverse
\$7,695.00	\$538.65		\$8,233.65	35 Days

\$525.00	\$110.25		\$1,685.25	35 Days
\$48.00	\$3.36		\$51.36	32 Days
\$1,530.00	\$642.60		\$9,822.60	28 Days
\$1,530.00	\$642.60		\$9,822.60	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$38.00	\$63.84		\$975.84	28 Days
\$1,050.00	\$441.00		\$6,741.00	28 Days
\$1,050.00	\$441.00		\$6,741.00	28 Days
\$60.00	\$25.20		\$385.20	28 Days
\$80.00	\$33.60		\$513.60	28 Days
\$9.00	\$3.78		\$57.78	Stock
\$225.00	\$94.50		\$1,444.50	49 Days
\$415.00	\$174.30		\$2,664.30	28 Days
\$555.00	\$233.10		\$3,563.10	28 Days
\$77.00	\$32.34		\$494.34	49 Days
\$52.00	\$21.84		\$333.84	28 Days
\$470.00	\$197.40		\$3,017.40	35 Days
\$35.00	\$29.40		\$449.40	28 Days
\$38.00	\$10.64		\$162.64	Stock
\$25.00	\$10.50		\$160.50	28 Days
\$60.00	\$50.40		\$770.40	28 Days
\$75.00	\$31.50		\$481.50	28 Days
\$110.00	\$46.20		\$706.20	28 Days
\$30.00	\$25.20		\$385.20	28 Days
\$1,610.00	\$112.70		\$1,722.70	35 Days
\$1,290.00	\$90.30		\$1,380.30	35 Days
	\$0.00		\$0.00	Recommend To Reverse
\$85.00	\$23.80		\$363.80	28 Days

\$465.00	\$32.55		\$497.55	49 Days
\$245.00	\$17.15		\$262.15	49 Days
\$52.00	\$3.64		\$55.64	28 Days
\$21.00	\$1.47		\$22.47	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$35.00	\$4.90		\$74.90	28 Days
\$38.00	\$5.32		\$81.32	Stock
\$355.00	\$24.85		\$379.85	35 Days
\$60.00	\$8.40		\$128.40	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$1,790.00	\$125.30		\$1,915.30	28 Days
\$2,600.00	\$182.00		\$2,782.00	28 Days
\$75.00	\$5.25		\$80.25	28 Days
\$1,590.00	\$111.30		\$1,701.30	28 Days
\$1,790.00	\$125.30		\$1,915.30	28 Days
\$2,600.00	\$182.00		\$2,782.00	28 Days
\$75.00	\$5.25		\$80.25	28 Days
\$1,590.00	\$111.30		\$1,701.30	28 Days
\$1,790.00	\$125.30		\$1,915.30	28 Days
\$2,600.00	\$182.00		\$2,782.00	28 Days
\$75.00	\$5.25		\$80.25	28 Days
\$1,590.00	\$111.30		\$1,701.30	28 Days
\$1,790.00	\$125.30		\$1,915.30	28 Days
\$2,600.00	\$182.00		\$2,782.00	28 Days
\$75.00	\$5.25		\$80.25	28 Days
\$1,590.00	\$111.30		\$1,701.30	28 Days
\$1,380.00	\$96.60		\$1,476.60	28 Days
\$2,600.00	\$182.00		\$2,782.00	28 Days

\$75.00	\$5.25		\$80.25	28 Days
\$1,585.00	\$110.95		\$1,695.95	28 Days
\$1,900.00	\$133.00		\$2,033.00	28 Days
\$2,600.00	\$182.00		\$2,782.00	28 Days
\$75.00	\$5.25		\$80.25	28 Days
\$1,700.00	\$119.00		\$1,819.00	28 Days
\$1,780.00	\$124.60		\$1,904.60	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$250.00	\$17.50		\$267.50	28 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$1,800.00	\$126.00		\$1,926.00	28 Days
\$20.00	\$2.80		\$42.80	28 Days
\$95.00	\$6.65		\$101.65	28 Days
\$980.00	\$137.20		\$2,097.20	28 Days
\$125.00	\$8.75		\$133.75	28 Days
\$35.00	\$4.90		\$74.90	28 Days
\$25.00	\$3.50		\$53.50	28 Days
\$375.00	\$105.00		\$1,605.00	28 Days
\$195.00	\$27.30		\$417.30	28 Days
\$800.00	\$112.00		\$1,712.00	28 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$235.00	\$32.90		\$502.90	28 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$645.00	\$45.15		\$690.15	56 Days

	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$95.00	\$33.25		\$508.25	28 Days
\$75.00	\$94.50		\$1,444.50	21 Days
\$30.00	\$4.20		\$64.20	32 Days
\$30.00	\$4.20		\$64.20	32 Days
\$50.00	\$7.00		\$107.00	32 Days
\$12.00	\$1.68		\$25.68	32 Days
\$110.00	\$92.40		\$1,412.40	28 Days
\$75.00	\$63.00		\$963.00	32 Days
\$215.00	\$45.15		\$690.15	32 Days
\$98.00	\$54.88		\$838.88	32 Days
\$55.00	\$30.80		\$470.80	28 Days
\$68.00	\$14.28		\$218.28	28 Days
\$10.00	\$2.10		\$32.10	32 Days
\$275.00	\$19.25		\$294.25	28 Days
\$120.00	\$16.80		\$256.80	Stock
\$305.00	\$21.35		\$326.35	28 Days
\$120.00	\$16.80		\$256.80	Stock
\$305.00	\$21.35		\$326.35	28 Days
\$120.00	\$33.60		\$513.60	Stock
\$305.00	\$21.35		\$326.35	28 Days
\$120.00	\$16.80		\$256.80	Stock
\$165.00	\$57.75		\$882.75	28 Days
\$120.00	\$84.00		\$1,284.00	28 Days
\$170.00	\$11.90		\$181.90	28 Days
\$120.00	\$8.40		\$128.40	28 Days
\$160.00	\$11.20		\$171.20	28 Days

	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$15.00	\$2.10		\$32.10	32 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$15.00	\$1.05		\$16.05	32 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$3.00	\$0.21		\$3.21	32 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$15.00	\$1.05		\$16.05	32 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$10.00	\$1.40		\$21.40	32 Days

	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$15.00	\$2.10		\$32.10	32 Days
	\$0.00		\$0.00	Recommend To Reverse
\$225.00	\$15.75		\$240.75	42 Days
	\$0.00		\$0.00	Recommend To Reverse
\$14,950.00	\$1,046.50		\$15,996.50	price per email 6/12/20
\$20.00	\$1.40		\$21.40	28 Days
\$125.00	\$8.75		\$133.75	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$25.00	\$1.75		\$26.75	28 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$2.00	\$1.12		\$17.12	Stock
\$800.00	\$56.00		\$856.00	70 Days
\$1,250.00	\$87.50		\$1,337.50	70 Days
\$3,215.00	\$225.05		\$3,440.05	35 Days
\$1,100.00	\$77.00		\$1,177.00	70 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$485.00	\$33.95		\$518.95	28Days
\$120.00	\$8.40		\$128.40	28 Days

\$650.00	\$45.50		\$695.50	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$10.00	\$0.70		\$10.70	32 Days
\$1,610.00	\$112.70		\$1,722.70	35 Days
\$850.00	\$59.50		\$909.50	32 Days
\$305.00	\$21.35		\$326.35	Recommend To Reverse
\$1,320.00	\$92.40		\$1,412.40	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$8.00	\$0.56		\$8.56	32 Days
\$10.00	\$0.70		\$10.70	32 Days
	\$0.00		\$0.00	Recommend To Reverse
\$1,650.00	\$115.50		\$1,765.50	28 Days
\$10.00	\$0.70		\$10.70	28 Days
\$12.00	\$0.84		\$12.84	28 Days
\$26.00	\$1.82		\$27.82	28 Days
	\$0.00		\$0.00	Recommend To Reverse
\$125.00	\$8.75		\$133.75	28 Days
\$85.00	\$5.95		\$90.95	28 Days
\$175.00	\$12.25		\$187.25	28 Days
\$190.00	\$13.30		\$203.30	28 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$48.00	\$3.36		\$51.36	32 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$350.00	\$24.50		\$374.50	42 Days
\$85.00	\$5.95		\$90.95	28 Days

	\$0.00		\$0.00	Recommend To Reverse
\$25.00	\$1.75		\$26.75	28 Days
\$276.00	\$19.32		\$295.32	42 Days
\$250.00	\$17.50		\$267.50	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$6,950.00	\$486.50		\$7,436.50	32 Days
\$1,350.00	\$189.00		\$2,889.00	32 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$612.00	\$42.84		\$654.84	42 Days
\$560.00	\$39.20		\$599.20	42 Days
	\$0.00		\$0.00	Recommend To Reverse
\$3,200.00	\$224.00		\$3,424.00	60 Days Budgetary
\$4,200.00	\$294.00		\$4,494.00	60 Days Budgetary
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$2,300.00	\$161.00		\$2,461.00	32 Days

	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$125.00	\$8.75		\$133.75	32 Days
	\$0.00		\$0.00	Recommend To Reverse
\$35.00	\$2.45		\$37.45	32 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$35.00	\$2.45		\$37.45	32 Days
\$360.00	\$25.20		\$385.20	42 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$22.00	\$1.54		\$23.54	32 Days
\$24.00	\$1.68		\$25.68	32 Days
	\$0.00		\$0.00	Recommend To Reverse
\$16,900.00	\$1,183.00		\$18,083.00	112 Days
\$18,950.00	\$1,326.50		\$20,276.50	112 Days
	\$0.00		\$0.00	Recommend To Reverse
\$3,200.00	\$224.00		\$3,424.00	32 Days
\$265.00	\$37.10		\$567.10	42 Days
\$2,950.00	\$206.50		\$3,156.50	32 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$2,950.00	\$206.50		\$3,156.50	32 Days
\$3,200.00	\$224.00		\$3,424.00	32 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse

	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$20.00	\$1.40		\$21.40	32 Days
\$20.00	\$2.80		\$42.80	32 Days
	\$0.00		\$0.00	Recommend To Reverse
\$15.00	\$1.05		\$16.05	Stock
	\$0.00		\$0.00	Recommend To Reverse
\$15.00	\$2.10		\$32.10	28 Days
\$15.00	\$1.05		\$16.05	28 Days
\$15.00	\$6.30		\$96.30	28 Days
\$8.00	\$1.12		\$17.12	28 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
\$1.00	\$0.07		\$1.07	28 Days
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse
	\$0.00		\$0.00	Recommend To Reverse

\$311,338.00 \$29,697.22

\$453,943.22

\$91,717.00 \$6,420.19

freight

\$98,137.19

\$1,500.00

total with tax

\$99,637.19

COUNCIL ACTION FORM

SUBJECT: **RITTS LAW GROUP -- CHANGE ORDER No. 14**

BACKGROUND:

In September 2009 the Ames City Council approved an engagement and retainer agreement with the The Ritts Law Group, PLLC (Ritts) of Alexandria, Virginia (now Sanibel, Florida), for legal counsel and related consulting services necessary for the City's Steam Electric Plant and Combustion Turbine Station to comply with federal and state environmental laws and regulations.

For the initial agreement, Council authorized expenditure of an amount not to exceed \$100,000. During the initial twelve months, The Ritts Law Group worked closely with City staff to evaluate projects and their regulatory compliance implications scheduled for the Steam Electric Plant and the Combustion Turbine Station. In the ensuing years, Ritts provided counsel and support on numerous and varied environmental legal and regulatory compliance matters including:

- The City's request to the Iowa Department of Natural Resources (Iowa DNR) for a Prevention of Significant Deterioration (PSD) non-applicability determination.
- Engineering and legal analyses necessary to amend the Steam Electric Plant's air permits as required by the Iowa DNR.
- Legal and technical assistance to City staff in obtaining a determination that the City's Water Pollution Control Facility and the Steam Electric Plant do not comprise a single stationary source for air emissions.
- Legal counsel regarding the U.S. Court of Appeals decision regarding the Environmental Protection Agency's Cross-State Air Pollution Rule (CSAPR).
- Iowa DNR construction permit preparation work, specialized environmental legal support and extensive environmental analysis needed for the Steam Electric Plant's coal-to-natural gas conversion.

Since the initial engagement in 2009 with The Ritts Law Group, the City has expended a total of \$958,607.75 with this firm. The initial engagement purchase order and the subsequent change order history to date is summarized as follows:

Initial Purchase Order	September 8, 2009	\$100,000
Change Order No. 1	September 28, 2010	\$ 50,000
Change Order No. 2	March 1, 2011	\$ 50,000
Change Order No. 3	November 1, 2011	\$ 50,000
Change Order No. 4	February 14, 2012	\$ 50,000
Change Order No. 5	July 11, 2013	\$ 50,000
Change Order No. 6	August 26, 2014	\$100,000
Change Order No. 7	December 16, 2014	\$100,000
Change Order No. 8	April 14, 2015	\$100,000
Change Order No. 9	March 1, 2016	\$100,000
Change Order No. 10	December 20, 2016	\$100,000
Change Order No. 11	July 14, 2017	\$0
Change Order No. 12	May 29, 2018	\$15,000
Change Order No. 13	August 3, 2018	<u>\$100,000</u>
		\$965,000

Additional funding authorization is now needed for the City to continue to receive legal counsel and related consulting services regarding existing Clean Air Act and other existing and proposed regulations that currently or could affect the City's electric utility. This includes the following:

- A construction permit is needed for the Steam Electric Plant -- for the repair of the boiler tubes in Unit 8. The work required to obtain this construction permit is extensive due to the required analysis of "New Source Review" (NSR) and "Prevention of Significant Deterioration" (PSD) implications of federal and state regulations requiring the interpretation of a large amount of regulatory code, agency guidance documents, and court decisions.
- Once the boiler tube repair projects have been completed on Unit 7 and 8 boilers, the Title V Operating Permit for the Steam Electric Plant must be amended to reflect the effects of the construction permits upon the Title V Operating Permit.
- Work is needed to "reopen" the Title V Operating Permit for the Combustion Turbine Station (GT1 and GT2) in order to amend several conditions/requirements in the permit. In order to "reopen" the Title V Operating Permit to amend it, we first must prepare and submit an application for a construction permit with Iowa DNR.
- Legal counsel is needed pertaining to complying with the Coal Combustion Residuals (CCR) standard, which regulates coal ash materials in surface impoundments and

landfills. This legal counsel pertains primarily to the regulatory language, which is incredibly complicated, but also to actions taken by the courts and by Congress.

- Periodic interpretations of regulatory language and rules are needed pertaining to the definition and use of municipal solid waste (MSW) and refuse derived fuel (RDF) as fuel in the Power Plant.
- The Iowa Department of Natural Resources has recently informed the City that they need to determine whether or not the City's new Water Treatment Plant and the Steam Electric Plant should be considered as a single air emissions source. The City strongly believes that the two plants should not be considered a single emissions source and recent EPA guidance documents and determinations support that conclusion. However, an extensive legal argument needs to be made by the City to convince Iowa DNR of that conclusion.
- Advice and legal counsel is needed regarding environmental rules that impact the City's power generation facilities, as proposed and final rules regularly emerge from EPA and Iowa DNR.

Therefore, Ames City Council authorization is requested to extend the engagement with The Ritts Law Group, PLLC for the change order amount of \$75,000. Funding is available in the approved FY 2020-21 Electric Services operating budget for outside legal services to cover this change order.

ALTERNATIVES:

1. Approve contract Change Order No. 14 in the amount of \$75,000 to the The Ritts Law Group, PLLC of Sanibel, Florida, for specialized legal counsel and extensive environmental analyses necessary for compliance with U.S. EPA and Iowa DNR environmental laws and regulations.
2. Reject contract Change Order No. 14 and ask staff to solicit legal advice from another outside firm.

CITY MANAGER'S RECOMMENDED ACTION:

As the EPA and Iowa DNR continues to issue and enforce environmental rules, it is critical to the operation of the City's electric generation facilities that the City understands and complies with these rules. At the same time, if a rule appears to be unclear or its implementation could severely impact the utility operation, the City may wish to legally

challenge the federal or state regulation. This can only be accomplished with the assistance from highly specialized legal counsel.

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



MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: July 8, 2020

Subject: Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 24, 25, and 26. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

COUNCIL ACTION FORM

**SUBJECT: COMPLETION OF CONTRACT FOR THE AMES/ISU ICE ARENA
PARKING LOT RENOVATION PROJECT**

BACKGROUND:

This project included renovating the asphalt parking lot at the Ames/ISU Ice Arena by repairing portions of the subbase, curb repair, removal of the top two inches of asphalt and installation of two inches of asphalt. Also included in the renovation was a portion of the entry drive that was removed and replaced. Manatts, Inc., Ames, Iowa was awarded the contract on April 14, 2020 in the amount of \$65,878.

After completion of the subbase repair, it was determined that the overall quantity of repairs completed was less than originally quoted. Staff reviewed the completed work and determined that no additional subbase repair was necessary. Manatts, Inc., reduced the overall cost of the project by \$4,859.50 to \$61,018.50. Manatts, Inc., completed their portion of the project on May 18.

The total cost of the project was \$61,018.50, while the amount budgeted was \$85,000.

ALTERNATIVES:

1. The City Council can:
 - a. Adopt a resolution approving Change Order #1 in the amount of (\$4,859.50) to Manatts, Inc., Ames, Iowa for the Ames/ISU Ice Arena Parking Lot Renovation Project; and
 - b. Adopt a resolution accepting completion of the contract for the Ames/ISU Ice Arena Parking Lot Renovation Project with Manatts, Inc, Ames, Iowa in the amount of \$61,018.50.
2. The City Council can decide not to accept the completion of the Ames/ISU Ice Arena Parking Lot Renovations Project in the amount of \$61,018.50.

CITY MANAGER'S RECOMMENDED ACTION:

The Ames/ISU Ice Arena will be 20 years old in 2021 and is jointly owned by the City of Ames and ISU, located on ISU property, and managed by the City. The facility is very well known throughout Iowa as one of the nicest arenas because of how well it is taken care of. The parking lot is one of the first items patrons see when approaching the arena and

it is imperative that it is safe and in excellent condition.

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

MEMO

Legal Department

To: Mayor Haila, Ames City Council

From: Mark O. Lambert, City Attorney

Date: July 10, 2020

Subject: Local responses to the COVID-19/coronavirus pandemic

At the June 24, 2020 Council meeting, the Council approved a motion asking for a memo on what the City can and cannot do legally regarding COVID-19 mitigation, keeping in mind the Story County Department of Public Health's recent statement on COVID-19.

This memo is separated into three sections: 1) Face coverings, 2) Bars, and 3) Other.

FACE COVERINGS:

There has been an ongoing question of whether a Mayor or a City Council has the authority to issue a mandatory face covering order or ordinance for residents out and about in the community. Public attention has increased on this issue after the mayor of the City of Muscatine, Iowa issued an emergency proclamation requiring most people in the city to wear face coverings when out in public.

In March 2020, when many were calling upon Governor Reynolds to issue a "shelter in place" or "stay at home" order, several cities in Iowa were considering having their mayors' issue such an order. Some municipal attorneys believed that mayors had such authority, many others (including yours truly) questioned whether mayors had such authority, and some thought they did not.

On March 9, 2020, the Governor issued the first of her 17 proclamations declaring a "Public Health Emergency Disaster." The first order dealt primarily with suspension of some regulatory matters due to the pandemic. The Governor issued her second proclamation March 17, 2020 – in this proclamation, the

Governor closed bars and restaurants and many other types of businesses, and also prohibited mass gatherings of more than 10 people. The cities that were considering issuing local shelter-in-place orders apparently decided not to since the Governor was taking some type of action.

On March 24, 2020, the Iowa Attorney General's office issued an "informal opinion" in which it concluded that cities and counties did not have the authority to issue public-health-related orders, such as "shelter in place" orders, because that authority belonged to the Governor and the Iowa Department of Public Health. While the Attorney General's office concluded that the Governor could delegate such authority to local governments, she has not done so. An informal opinion is a quicker opinion than a formal opinion, which is extensively researched and published for future reference. Just for clarification, an Attorney General's opinion is considered persuasive, but not authoritative like a court decision would be; those opinions are the legal analysis of the Attorney General's office, and they are given great weight by government officials. Certainly, it's possible that the Attorney General could be wrong in any given analysis, but it is not likely since the Attorney General's Office is regarded as the expert on interpreting Iowa law, especially regarding issues of governmental authority. It is important to note, however, that the Attorney General's opinions with the current public-health-related issues is lacking an analysis of Home Rule authority.

Here's the conclusion of the Attorney General's first informal opinion:

“Conclusion: While cities and counties have police powers to protect the health and safety of their citizens, the State has the authority to declare and coordinate the response to a public health disaster. This includes the power of the Governor to sub-delegate administrative authority to cities and counties, including the power to restrict movement within communities by these local authorities. This power also would allow the Governor discretion to retain such powers and not delegate this authority to cities or counties.”

The same analysis would apply to local ordinances requiring the wearing of face coverings. The Governor and IDPH would have such authority, but local governments do not. The Governor may delegate such authority to local

governments, but she has not done so. In discussions with other city attorneys in Iowa, there is general agreement that cities lack the authority given the Attorney General's opinion.

On June 23, 2020, the Iowa Attorney General's office issued a second informal opinion, in the form of a response to an inquiry state senator from Iowa City, specifically about "requiring patrons of businesses to wear face coverings." This second opinion also states that the Governor's proclamations preempt local governments from acting independently of the Governor's proclamation, and indicates that in the absence of Governor's proclamation, it appears that Iowa law grants such authority to the county boards of health: "Finally, local regulation of this nature, if not preempted under the current Emergency Disaster Proclamations, would likely be under the jurisdiction of local boards of health under their power under Iowa Code Section 137.104(1)(b) (enclosed) to, "make and enforce such reasonable rules and regulations, not inconsistent with law and the rules of the state board, as may be necessary for the protection and improvement of the public health."

On Sunday, July 5, 2020, the Mayor of Muscatine, Iowa issued an emergency proclamation, effective July 6, that requires most people in that city to wear face coverings while in indoor or outdoor public spaces, with some exceptions. In media reports, the Mayor said that she checked with her city attorney (from a Des Moines law firm), who had given approval to the proclamation. On Monday, July 6, the interim Muscatine County Attorney issued a press release stating that he believed the Muscatine Mayor had overstepped her authority and that therefore his office would not prosecute people charged with municipal infractions for not wearing a face covering.

Iowa cities have Home Rule Authority¹. Also, the mayor has emergency powers under Iowa Code section 372.14(2): "The mayor may take command of the police

¹ Iowa Constitution, Article III, Section 38A. "**Municipal home rule.** Municipal corporations are granted home rule power and authority, not inconsistent with the laws of the general assembly, to determine their local affairs and government, except that they shall not have power to levy any tax unless expressly authorized by the general assembly. The rule or proposition of law that a municipal corporation possesses and can exercise only those powers

and govern the city by proclamation, upon making a determination that a time of emergency or public danger exists. Within the city limits, the mayor has all the powers conferred upon the sheriff to suppress disorders.”² These are the two provisions of Iowa law that the Muscatine mayor relied upon.

I wish the Attorney General’s informal opinions had analyzed Home Rule authority, but they did not directly do so. Generally, under Home Rule authority, a city may enact a law or policy as long as it does not conflict with state law. “An exercise of a city power is not inconsistent with a state law unless it is irreconcilable with state law” which means when the city ordinance “prohibits an act permitted by statute or permits an act prohibited by statute.”³

The Attorney General’s second opinion indicates that any regulation by local governments on the matters of wearing Personal Protective Equipment conflict with the Governor’s proclamations, and the Governor’s and the IDPH’s authority to issue public health proclamations. There is a reasonable argument that requiring people, when in public spaces and businesses, to wear face coverings adds to the Governor’s proclamation, but does not conflict with it.

granted in express words is not a part of the law of this state.” See also: Iowa Code section 364.1: “A city may, except as expressly limited by the Constitution of the State of Iowa, and if not inconsistent with the laws of the general assembly, exercise any power and perform any function it deems appropriate to protect and preserve the...health...of its residents.”

² There is no case law defining the extent of the mayor’s emergency authority under this Iowa Code section, and there does not appear to be a clear definition in the Iowa Code of what a sheriff’s authority is, other than broad law enforcement authority. So, it is unclear exactly what powers a mayor has if he or she issues an emergency proclamation, other than assuming control of the police department to “suppress disorders.” It is uncertain if that would include public-health-related orders, but I think that would be extending the statute beyond its plain meaning.

³ *Baker v. City of Iowa City*, 750 N.W. 2d 93, 99-100 (Iowa 2008). See also: *BeeRite Tire Disposal/Recycling v. City of Rhodes*, 646 N.W. 2d 857, 859 (Iowa App. 2002). See also: Iowa Code section 364.2(3): “An exercise of a city power is not inconsistent with a state law unless it is irreconcilable with the state law.”

The Governor's emergency powers stem from Chapter 29C ("Emergency Management") of the Code of Iowa.⁴ This is a statute giving the Governor an incredible amount of authority – including the authority to suspend any statute or regulatory provision of Iowa law. It also includes this sentence, in section 29C.6 (8): "Delegate any administrative authority vested in the governor under this chapter and provide for the sub delegation of any such authority." The powers of the Governor when a disaster proclamation has been issued are so far-reaching, I can understand why the Attorney General felt that the Governor has exclusive control over anything issued in her proclamations. In the Iowa Department of Public Health (IDPH) chapter of the Iowa Code, section 135.144 addresses public health disasters. It says that the IDPH in conjunction with the Governor, may engage in actions to address a public health emergency, including at subsection (3): "Take reasonable measures as necessary to prevent the transmission of infectious disease and to ensure that all cases of communicable disease are properly identified, controlled, and treated." The Iowa Code's grant of authority to IDPH and the Governor is extensive and detailed, and it is not unreasonable to conclude it is also exclusive, although that is not explicitly stated. Given that Iowa Code section 29C.6(8) allows the Governor to delegate her emergency authority it is reasonable to conclude that her authority is exclusive. The Governor has not delegated any of her emergency authority to local governments, and she recently indicated she might be open to doing so.

All said, the Attorney General has twice issued informal opinions that local governments do not have the authority to issue public-health requirements beyond the Governor's proclamations. Although there is perhaps a defensible argument that local governments may act through Home Rule authority, **my advice is that the when the Governor has invoked her emergency authority, a city does not have the legal authority to require persons to wear face coverings while out in public places and businesses. I advise that the City Council follow the Attorney General's opinions.**

I do note, however, that the City retains control over its own property and buildings. The City may lawfully require persons entering City buildings to wear

⁴ The second informal opinion from the Iowa Attorney General's office has a typo in it, and refers to Chapter 28C, when it is actually 29C.

face coverings, if the Council chooses to require that (just like businesses may choose to require their customers to wear face coverings).

BARS:

From reports that we have heard regarding bars in Ames, it appears that there are some bars that are not following the social distancing requirements of the Governor's proclamations. Keep in mind that the wording of the Governor's proclamation allows bars to be open only if they abide by the social distancing rules set out. If they are not following the social distancing requirements, the bars cannot lawfully remain open. It then becomes a matter of how the City will enforce the social distancing guidelines in the Governor's proclamations.

Under the Governor's most recent proclamation, I think the City can just order the bar to shut down for a brief period of time if we discover they are not requiring social distancing. **From the Governor's most recent proclamation:**

SECTION Two. Pursuant to Iowa Code § 135.144 (3), and in conjunction with the Iowa Department of Public Health, unless otherwise modified by subsequent proclamation or order of the Iowa Department of Public Health, I hereby order that effective at 12:01 a.m. on June 26, 2020 and until 11:59 p.m. on July 25, 2020:

A. Restaurants and bars: A restaurant or bar, including a wedding reception venue, winery, brewery, distillery, country club, or other social or fraternal club, may reopen or remain open to serve food and beverages on its premises, but only to the extent that it complies with the following requirements:

(1) Social distancing: The establishment must ensure at least six feet of physical distance between each group or individual dining or drinking alone. Seating at booths closer than six feet may satisfy this requirement if the booths are separated by a barrier of a sufficient height to fully separate seated customers. All patrons must have a seat at a table or

bar, and an establishment must limit patrons from congregating together closer than six feet.

(2) Other social distancing, hygiene, and public health measures: The restaurant shall also implement reasonable measures under the circumstances of each restaurant to ensure social distancing of employees and customers, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Inspections and Appeals and the Iowa Department of Public Health.

[Underlining added]

Although there is no longer the “50% of capacity” restriction in the Governor’s order, the current language is still very restrictive.

A bar may be open but “only to the extent it complies with” social distancing guidelines, which require:

- 1. Six feet of physical distance between each group or individual dining or drinking alone.**
- 2. All patrons must have a seat at a table or bar**
- 3. The establishment must limit patrons from congregating together closer than six feet.**

If the bar isn’t doing these things, they are not allowed to be open under the Governor’s proclamation. If they are violating the Governor’s proclamation, the City has the authority to order to cite the owner or manager with a simple misdemeanor: In her proclamation, the Governor specifically states: “all peace officers of the state are hereby called upon to assist in the enforcement of the provisions of this Proclamation.” (Per Iowa Code section 135.35).

Bar owners/managers violating the Governor’s proclamation could be charged with a simple misdemeanor under this section of the Iowa Code:

135.38 Penalty. Any person who knowingly violates any provision of this chapter, or of the rules of the department, or any lawful order, written or oral, of the department or of its officers, or authorized agents, shall be guilty of a simple misdemeanor.

In addition, the Police Department would have the authority to order the bar to be closed temporarily (I'd suggest a day) for being open unlawfully.

Another enforcement approach is to work to suspend (or for severe violations, revoke) the establishment's liquor licenses/permits for a period of time, or to impose a civil penalty. The liquor licenses are issued by the Iowa Alcoholic Beverages Division, with the approval of the "local authority" which would be the City of Ames.

The Iowa Code, at section 123.39 *et seq.*, states that the **local authority may suspend liquor licenses/permits for a period of not more than one year, revoke the license or permit, or impose a civil penalty not to exceed \$1,000 per violation.**

The City Council would have to take action to impose penalties of license/permit suspension or revocation, or imposing a civil penalty. This would be done at a Council meeting, and in the interest of due process the bar owner should receive notice and would have the opportunity to be heard. After the City imposes a penalty, the bar owner could appeal the Council's decision to the Alcoholic Beverages Division.

My recommendation for a course of action would be:

1. The City Attorney sends a letter to all liquor/beer license holders in Ames, informing/reminding them in detail of the social-distancing restrictions in

the Governor's proclamation, and informing them that abiding by those requirements is a condition of remaining open.

2. The warning letter informs the bar owners that the following actions could take place if they are found to be in violation of the Governor's proclamation:
 - a. The bar owner or manager may be charged with a simple misdemeanor.
 - b. The bar may be ordered to close temporarily as it is in violation of the Governor's proclamation and not lawfully allowed to operate.
 - c. The bar's liquor/beer licenses/permits may be suspended for a period of up to one year, or revoked, or a civil penalty of up to \$1,000 could be assessed.
3. The Police Department will do spot checks to evaluate compliance and educate or enforce as necessary. In addition to monitoring compliance and, if necessary, citing bar operators for non-compliance, the Police Department will report any pattern of violations to the City Council.

OTHER:

On June 25, 2020, the Story County Board of Health issued its "COVID-19 Mitigation Guidance for Story County – Recommendations from the Story County Board of Health." [Attached]. These are guidelines, and do not have the force of law.

The guidelines are recommendations for daycares, schools, events/gatherings/religious services, sporting events, Iowa State University, shared or congregate housing facilities, and businesses.

The League of Women Voters of Ames and Story County sent a letter to the Council "proposing a partnership to promote wearing face coverings inside public places throughout our community." As a response to this, the League was invited

to and participated in a Communicators meeting hosted by the City on July 9th. The purpose of this meeting was to partner with entities in carrying-out a community-wide message using ISU's Cyclones Care campaign centering around wearing face coverings, social distancing, washing hands, and staying home when sick. There appears to be consensus with using the Cyclones Care campaign to provide a consistent and unified message throughout the community. The City Council, however, could choose to participate in another type of partnership with the League of Women Voters of Ames and Story County or any other entity that extends an invitation.

ATTACHMENTS:

1. Attorney General's 3-24-2020 informal opinion
2. Attorney General's 6-23-2020 informal opinion
3. Muscatine mayor's proclamation.
4. Muscatine County Attorney's press release
5. Guidance issued by the Story County Board of Public Health
6. Letter from League of Women Voters of Ames and Story County

From: Adams, Heather [AG]

Sent: Tuesday, March 24, 2020 5:07 PM

To: Langholz, Sam <sam.langholz@iowa.gov>; Michael Boal <michael.boal@iowa.gov>

Cc: Reisetter, Sarah [IDPH] <Sarah.Reisetter@idph.iowa.gov>

Subject: county and city authority

You have asked for analysis on the question of the legal authority of counties and cities to enact local measures to require citizens of their jurisdictions to shelter in place during the current health public health disaster emergency. This analysis was drafted by Mike Bennett in my office with a review by Jeff Thompson, myself, and others. Please let us know if you have any further questions or research requests in this area.

County and City Home Rules Powers:

Article III, Section 38A and Section 39A contain the City and County Home Rule provisions in the Iowa Constitution. The powers granted cities and counties under these constitutional amendments are to determine their local affairs and government, not inconsistent with the laws of the General Assembly, except that they shall not have power to levy any tax unless expressly authorized by the general assembly. Counties are also constrained in their home rule powers if that power conflicts with the power of a city, providing a city power will prevail within its jurisdiction.

When an ordinance prohibits an act permitted by a statute, or permits an act prohibited by a statute, the ordinance is considered inconsistent with state law and is preempted. See City of Des Moines v. Gruen, 457 N.W.2d 340, 342 (Iowa 1990). Implied preemption occurs when the legislature has covered a subject by statutes in such a manner as to demonstrate a legislative intention that the field shall be preempted by state law.

The powers exercised by cities under the Home Rule Amendments have been generally categorized as “police powers”. These include the power of cities and counties to protect rights, privileges, and property of the city and county and to preserve and improve the peace, safety, welfare, comfort and convenience of their residents. Iowa Code Section 331.301 (county) and Iowa Code Section 364.1 (City). These powers may be exercised by cities and counties subject to limitations expressly imposed by a state law, and are barred if such actions are irreconcilable with state law. Under Iowa Code Sections 331.301 and 364.3, City mayors are further empowered to govern the city by proclamation during a time of emergency or public danger. Iowa Code Section 372.14.

These authorities generally indicate authority for cities and counties to act to protect the safety of the residents of their communities yet require cities and counties to yield where the powers are inconsistent with powers of the state.

State Powers

A public health disaster is defined in Iowa law as a state of disaster emergency proclaimed by the Governor in consultation with the Department of Public Health for a

disaster that involves an imminent threat of a health condition caused by the appearance of a novel infectious agent and that poses a high probability of a large number of serious health consequences. Iowa Code § 135.140(6). During a public health disaster, the Governor and the Department of Public Health have broad legal authority to take all reasonable measures necessary to prevent the transmission of the virus and to prevent, control, and treat the infectious disease. These legal authorities are contained in part at Iowa Code sections 135.144 and 29C.6. These authorities include the powers to “control ingress and egress to and from a disaster area, the movement of persons within the area, and the occupancy of premises in such area.” Iowa Code § 29C.6(15).

Iowa Code Section 29C.6 (8) allows the Governor to delegate and sub-delegate any administrative authority under the Emergency Management Chapter. This indicates the Governor may delegate powers under emergency powers under that section to local authorities to address the current public health emergency, including the power to place restrictions on movement within the communities. This likewise indicates the Governor may choose not to delegate this authority to local agencies.

Conclusion: While cities and counties have police powers to protect the health and safety of their citizens, the State has the authority to declare and coordinate the response to a public health disaster. This includes the power of the Governor to sub-delegate administrative authority to cities and counties, including the power to restrict movement within communities by these local authorities. This power also would allow the Governor discretion to retain such powers and not delegate this authority to cities or counties.



Heather L. Adams

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THOMAS J. MILLER
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IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

June 23, 2020

The Honorable Zach Wahls
201 E 9th St., #415
Coralville, IA 52241
zach.wahls@legis.iowa.gov

Dear Senator Wahls:

You contacted the Iowa Attorney General's Office regarding the power of cities or counties to pass local regulations requiring patrons of business to wear masks. A similar question was answered by this office in a question from city officials in March of this year regarding the power of local officials to issue shelter in place orders. I have attached a copy of that analysis to this correspondence for your review.

In this previous analysis, we determined that while the Statewide Disaster Emergency Proclamations are in place, the Governor retains the power to delegate, sub-delegate, or retain the administrative authority under Iowa Code Chapter 28C (Emergency Management) to issue directives of this nature. *Please see* Iowa Code Section 28C.6(8) (enclosed). Iowa Code Section 135.144(3) and (9) (enclosed) empowers the Iowa Department of Public Health, in conjunction with the Governor, to take reasonable measures as necessary to prevent the transmission of infectious disease, to inform the public when a public health disaster has been declared or terminated, and to inform the public of the protective measures to take during the disaster.

The Governor has addressed usage of personal protective equipment (PPE) in prior proclamations, including the proclamations of 5/25/2020 and 6/10/2020, which are still applicable and which provide that in re-opening of public use facilities and businesses that proprietors must adhere to hygiene practices and public health measures consistent with guidance issued by the Iowa Department of Public Health. Any local action or regulation would need to be consistent and compliant with the Governor's Proclamations and the Iowa Department of Public Health Directives in scope and remedies while the Governor's Emergency Proclamations are in place.

Finally, local regulation of this nature, if not preempted under the current Emergency Disaster Proclamations, would likely be under the jurisdiction of local boards of health under their power under Iowa Code Section 137.104(1)(b) (enclosed) to, "make and enforce such reasonable rules and regulations, not inconsistent with law and the rules of the state board, as may be necessary for the protection and improvement of the public health."

The Honorable Zach Wahls
State Senator
Page 2

I hope you find this helpful in answering this question. Please be advised this contains the results of my research and analysis on your question but is not an official opinion of the Iowa Attorney General's Office.

Best regards,

Michael L. Bennett
Assistant Iowa Attorney General
PATC Division
michael.bennett2@ag.iowa.gov

Proclamation of the Mayor
Face Covering Mandate - City Wide

WHEREAS, The World Health Organization has declared the Novel Coronavirus 2019 (Covid-19) a pandemic; and

WHEREAS, The President of the United States and Governor of Iowa have declared National and State Emergency Proclamations; and

WHEREAS, Muscatine Mayor Diana Broderson in collaboration with Muscatine County and other Mayors of the Municipal Jurisdictions within Muscatine County made a Declaration of Disaster Emergency on 3-24-2020 in effect until cancelled or 9-23-2020; and

WHEREAS, The impact of the pandemic continues to meet the parameters of a civil emergency; and

WHEREAS, Covid-19 spreads mainly from person to person through respiratory droplets when infected people cough, sneeze, or talk; and

WHEREAS, Evidence based data demonstrates that wearing a cloth face covering reduces an infected person's chance of spreading the infection to others; and

WHEREAS, Reducing the spread of Covid-19 will allow the economic community to remain open to the public during the pandemic; and

WHEREAS, Many people in the City of Muscatine regularly wear face coverings when in public, requiring all people in the City of Muscatine to wear face coverings in public will help control and prevent the spread of Covid-19 in the City of Muscatine while at the same time allowing the economic community to continue providing service in the City;

NOW, THEREFORE, I, Diana L. Broderson, Mayor of the City of Muscatine, Iowa as a result of the above noted situation, and under the Constitution of the State of Iowa Article III, Section 38A, Iowa Code §372.14(2), Muscatine City Code 1-7-2, and other applicable authority do hereby order the following:

Section 1

Every person in the City of Muscatine must wear a face covering that covers their nose and mouth when in any indoor or outdoor public setting, including, but not limited to:

- Inside any building, including but not limited to, any business open to the public;
- Healthcare settings, including but not limited to a, hospital, medical clinic, laboratory; pharmacy, veterinary clinic, physician or dentist office, and blood bank;
- While in line waiting for or riding on public transit or any vehicle for hire;

- Outdoor areas, including but not limited to, public parks, trails, streets, sidewalks, lines for entry or exit for service, and recreation areas where a 6 foot social distance is not maintained between any non-household member at all times;

Section 2

Individuals may remove their face coverings under the follow conditions:

- While seated at a restaurant or other food or drink establishment when tables and are spaced at least 6 feet apart at all times;
- While engaged in outdoor or indoor sports, including but not limited to, walking, biking, hiking, and where a 6 foot social distance is maintained between any non-household member at all times;
- Face covering requirements for individuals in team sports will follow the State of Iowa recommendations;
- When any party to a communication is deaf or hard of hearing and not wearing a face covering is essential to communication;
- While obtaining a service that requires temporary removal of a face covering;
- When sleeping;
- When necessary to confirm the individual's identity;
- When federal or state law prohibits wearing a face covering or requires the removal of the face covering;

Section 3

Individuals exempt from required face covering usage:

- Children aged two or under;
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. These individuals are asked to provide documentation if requested and should make social distancing between non-household members a priority;
- Incarcerated individuals;

Section 4

For purposes of this Order, face covering means a cloth or plastic face shield that covers the nose and mouth and can be:

- Homemade sewn with straps tied around the head or secured around the ears;
- Multiple layers of fabric tied around the head;
- Factory made or made at home;

Section 5

Members of the public are required by law to comply with this order and violations will be addressed through:

- Enforcement will be duly provided by the Muscatine Police Department and any other legal authority in the City of Muscatine;
- Violators will be guilty of a Municipal Infraction and punishable as provided in Section 1-3 of the City Code;

If this action and the order of another agency or official are in conflict, the more protective requirement will apply. This Order shall take effect on July 6, at 6 am. The sunset of this declaration will be six months from the date enacted unless sooner terminated or extended in writing.

Mayor Diana L. Broderson

City of Muscatine

Date

THE OFFICE OF

THE MUSCATINE COUNTY ATTORNEY

James P. Barry
County Attorney

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Assistant County Attorneys:
Kelly Cunningham
Amy Hering
Dan Williamson
Jen Gieselman

MEMORANDUM RE MASK PROCLAMATION

To: Muscatine County Board of Supervisors
Muscatine County Sheriff, Officials and Employees

From: James P. Barry
Muscatine County Attorney

Re: City of Muscatine – COVID Mask Proclamation 7-5-20

Date: July 6, 2020

Dear Board Members, Elected Officials, County Employees and Law Enforcement Personnel:

Today has dawned with much discussion as to the appropriateness of the Proclamation issued by the Mayor of Muscatine on July 5, 2020 and specifically regarding the “mandatory” use of face masks (which took effect at 6:00 a.m. on today’s date) in response to the Covid-19 pandemic.

As I stated at the Board meeting this morning, I have reached out to the Attorney General’s Office for some additional clarification and specifically sought their input in light of the media reports that they had shared an “opinion” that the mandate may not be consistent with Iowa law.

As of the issuance of this Memo, I have not heard back from that office, but have reviewed several items that the office has previously issued in 2020 regarding the same or similar issues. That information is attached hereto for your review and convenience and contains numerous legal references that do not bear repeating herein.

Please keep in mind that the information provided by the Attorney General’s Office was provided in their official capacity to person(s) that they represent and is not offered as legal advice to Muscatine County. This Memo is intended to serve that function on behalf of Muscatine County and other governmental entities should seek their own independent legal advice as they deem necessary.

Given the foregoing and my previous experience with these type matters, I am not confident that the Attorney General will or should respond further or give additional advice/clarification. That experience coupled with the need for law enforcement, county officials and the public to understand immediately what my office is willing to do in response to the proclamation, I felt compelled to issue this Memo and then to prevent needless confusion and disagreement.

In light of these comments, I would offer the following:

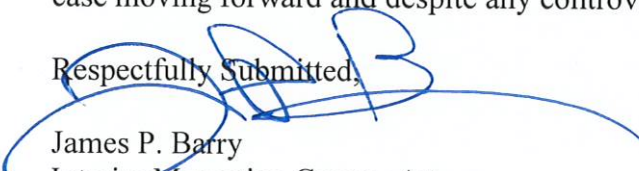
1. First, I am not the attorney for the City of Muscatine and cannot comment on the steps taken to date or offer legal advice to them or on their behalf. I will leave that to the City Attorney or others that have

been empowered to make those decisions on their behalf. That said, I have offered my opinion to the Mayor, City Attorney and City Police Chief in advance of the release of this Memo, so that they are aware of my thoughts and advice to Muscatine County officials and employees.

2. Second, I am not in a position or qualified to argue about the health consequences or debate that side of the equation. All health matters are better left to the health professionals and my focus herein should simply be limited to the “legality or enforcement of the proclamation” as it impacts Muscatine County operations and this office.
3. Third, the legal opinion outlined herein may need to be revised, at a later date, if the Attorney General provides additional insight/clarification and/or the Governor of this State directs or otherwise delegates her powers/authority to the cities of this State
4. Fourth, this opinion relates directly to the application of the mandate to Muscatine County operations and then specifically to the enforcement of violations by this office. By way of clarification, the Muscatine County Attorney’s Office does perform the prosecutorial function for City of Muscatine for municipal infractions and has done so since 2014. This memo will have no impact on other infractions.
5. Fifth, based upon my review of the law and for the same reasons outlined in the attachments hereto, I am of the opinion that the Mayor has exceeded the authority granted her under Iowa law by issuing the “mask mandate”. In short, this is because the Governor has previously issued clear directive as to the use of PPE during the pandemic, what the Mayor has required as of today is not consistent with the Governor’s Proclamation(s) and that the power to issue such a mandate has not otherwise been delegated by Governor to the City/Mayor.
6. Sixth, so long as County offices remain closed to the public, I am advising Muscatine County, all elected officials and employees to abide by the Governor’s proclamations regarding the pandemic and until further clarification or different directives are issued, but then so long as they are performing their official governmental functions/duties. What they do in their personal lives or which is above and beyond what the Governor has stated in her Proclamations are matters left to them as individuals.
7. Seventh, under the current law, my office is not in a position to enforce any municipal infraction citations issued by any entity on behalf of the City in violation of the Mayor’s Mask Proclamation. That said, I am not and cannot offer protection to individuals that are issued a warning or a citation while they are in public and as may be enforced by other entities.
8. Eight, I urge all citizens to be mindful of the position law enforcement personnel are currently placed in as a result of the Mayor’s Proclamation and the contents this Memo. Further, I urge all citizens to be respectful in any encounter with law enforcement and to be respectful with other citizens who have differing opinions as to the necessity of using mask at all times versus not.

In the end, we are all part of the same community and should endeavor to be respectful and polite to others even when we share different opinions. That principal, along with the rule of law, are part of the underlying foundation that has made this community, county, state and country successful and should continue to be the case moving forward and despite any controversy/dispute health related or otherwise.

Respectfully Submitted,


James P. Barry
Interim Muscatine County Attorney

THOMAS J. MILLER
ATTORNEY GENERAL



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IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

June 23, 2020

The Honorable Zach Wahls
201 E 9th St., #415
Coralville, IA 52241
zach.wahls@legis.iowa.gov

Dear Senator Wahls:

You contacted the Iowa Attorney General's Office regarding the power of cities or counties to pass local regulations requiring patrons of business to wear masks. A similar question was answered by this office in a question from city officials in March of this year regarding the power of local officials to issue shelter in place orders. I have attached a copy of that analysis to this correspondence for your review.

In this previous analysis, we determined that while the Statewide Disaster Emergency Proclamations are in place, the Governor retains the power to delegate, sub-delegate, or retain the administrative authority under Iowa Code Chapter 28C (Emergency Management) to issue directives of this nature. *Please see* Iowa Code Section 28C.6(8) (enclosed). Iowa Code Section 135.144(3) and (9) (enclosed) empowers the Iowa Department of Public Health, in conjunction with the Governor, to take reasonable measures as necessary to prevent the transmission of infectious disease, to inform the public when a public health disaster has been declared or terminated, and to inform the public of the protective measures to take during the disaster.

The Governor has addressed usage of personal protective equipment (PPE) in prior proclamations, including the proclamations of 5/25/2020 and 6/10/2020, which are still applicable and which provide that in re-opening of public use facilities and businesses that proprietors must adhere to hygiene practices and public health measures consistent with guidance issued by the Iowa Department of Public Health. Any local action or regulation would need to be consistent and compliant with the Governor's Proclamations and the Iowa Department of Public Health Directives in scope and remedies while the Governor's Emergency Proclamations are in place.

Finally, local regulation of this nature, if not preempted under the current Emergency Disaster Proclamations, would likely be under the jurisdiction of local boards of health under their power under Iowa Code Section 137.104(1)(b) (enclosed) to, "make and enforce such reasonable rules and regulations, not inconsistent with law and the rules of the state board, as may be necessary for the protection and improvement of the public health."

The Honorable Zach Wahls
State Senator
Page 2

I hope you find this helpful in answering this question. Please be advised this contains the results of my research and analysis on your question but is not an official opinion of the Iowa Attorney General's Office.

Best regards,

Michael L. Bennett
Assistant Iowa Attorney General
PATC Division
michael.bennett2@ag.iowa.gov

Cited Authorities

Iowa Code 29C.6(8)

29C.6 Proclamation of disaster emergency by governor.

In exercising the governor's powers and duties under this chapter and to effect the policy and purpose, the governor may:

8. Delegate any administrative authority vested in the governor under this chapter and provide for the subdelegation of any such authority.

Iowa Code 135.144(3)&(9)

135.144 Additional duties of the department related to a public health disaster

3. Take reasonable measures as necessary to prevent the transmission of infectious disease and to ensure that all cases of communicable disease are properly identified, controlled, and treated.

9. Inform the public when a public health disaster has been declared or terminated, about protective measures to take during the disaster, and about actions being taken to control the disaster.

Iowa Code 137.104(1)(b)

137.104 Local boards of health — powers and duties

1. A local board of health shall:

b. Make and enforce such reasonable rules and regulations not inconsistent with law and the rules of the state board as may be necessary for the protection and improvement of the public health.

Legal Memo from the Attorney General's Office

County and City Home Rules Powers:

Article III, Section 38A and Section 39A contain the City and County Home Rule provisions in the Iowa Constitution. The powers granted cities and counties under these constitutional amendments are to determine their local affairs and government, not inconsistent with the laws of the General Assembly, except that they shall not have power to levy any tax unless expressly authorized by the general assembly. Counties are also constrained in their home rule powers if that power conflicts with the power of a city, providing a city power will prevail within its jurisdiction.

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These authorities generally indicate authority for cities and counties to act to protect the safety of the residents of their communities yet require cities and counties to yield where the powers are inconsistent with powers of the state.

State Powers

A public health disaster is defined in Iowa law as a state of disaster emergency proclaimed by the Governor in consultation with the Department of Public Health for a disaster that involves an imminent threat of a health condition caused by the appearance of a novel infectious agent and that poses a high probability of a large number of serious health consequences. Iowa Code § 135.140(6). During a public health disaster, the Governor and the Department of Public Health have broad legal authority to take all reasonable measures necessary to prevent the transmission of the virus and to prevent, control, and treat the infectious disease. These legal authorities are contained in part at Iowa Code sections 135.144 and 29C.6. These authorities include the powers

to “control ingress and egress to and from a disaster area, the movement of persons within the area, and the occupancy of premises in such area.” Iowa Code § 29C.6(15).

Iowa Code Section 29C.6 (8) allows the Governor to delegate and sub-delegate any administrative authority under the Emergency Management Chapter. This indicates the Governor may delegate powers under emergency powers under that section to local authorities to address the current public health emergency, including the power to place restrictions on movement within the communities. This likewise indicates the Governor may choose not to delegate this authority to local agencies.

Conclusion: While cities and counties have police powers to protect the health and safety of their citizens, the State has the authority to declare and coordinate the response to a public health disaster. This includes the power of the Governor to sub-delegate administrative authority to cities and counties, including the power to restrict movement within communities by these local authorities. This power also would allow the Governor discretion to retain such powers and not delegate this authority to cities or counties.

COVID-19 Mitigation Guidance for Story County- Recommendations from the Story County Board of Health

With the current surge of COVID-19 that the county is experiencing, as well as the anticipation of the return of university students from all over the country, it is important that everyone in the county should continue to practice mitigation to prevent the spread of COVID-19. We recommend the following based on published standards and guidance from the Centers for Disease Control and Prevention (CDC) and the Iowa Department of Public Health (IDPH), as well as common sense. Detailed guidance from these entities are available and should be followed; the information below is meant to share minimum guidelines and emphasize key points important in our community. Anyone reading this will notice the emphasis on wearing face coverings. We cannot emphasize enough the importance of wearing properly fitted face coverings, including cloth face coverings and face shields, worn over the nose and mouth when out in public or around people. Surgical grade masks and N-95 respirators are also effective but should be reserved for healthcare workers and other medical first responders. Individuals who should not wear face coverings include children under the age of two or anyone who has trouble breathing or is unable to remove the face covering without assistance.

1. Daycare. Face coverings in young children are hard to keep on and not recommended by the CDC for children under 2 years old. However, face coverings should be worn by all providers of care as well as staff and others occupying the daycare space such as parents. Hand cleansing stations should be plentiful and frequently used. Children should be kept in as small of groups as possible and the groups should not mix at playtime, outings and lunch. Temperature screening of all entering children, staff, and other individuals with a contactless thermometer is highly recommended. We recommend this guidance for both institutional and small, in-home daycares.

2. Pre-K to 12 schools. When schools resume in the fall we recommend the following minimum measures. All staff should be required to wear face coverings at all times when they are around students or other staff. Face coverings should be considered on students as applicable. Social distancing in classes, minimizing classroom changes, staggered lunches and recesses as well as temperature screenings should be followed. Hand cleansing should be frequently practiced and encouraged.

3. Events/gatherings and religious services. Social distancing (at least 6 feet—or about 2 arms' length) should be practiced. People who have already been in contact with each other and feel comfortable that they are all practicing social isolation (such as families) can be grouped together. Groups less than ten are recommended. Face coverings should be required for all present. Hand cleansing stations should be plentiful and encouraged to be used. We recommend individually, pre-packaged foods rather than communal foods. We recommend that the event organizers make sure mitigation measures such as use of face coverings continue to be practiced after the event if participants continue to congregate in the area. Contactless temperature screening should be implemented when feasible.

4. Sporting events and athletic teams. While we understand that wearing a face covering during the strenuous activity of sports may be very difficult, at a minimum, all coaches, officials, support staff, spectators, and athletes who are not playing should wear a face covering at all times while other people are present. Sporting events should practice social distancing for spectators as well as athletes when they are not playing. Screening of athletes and staff daily with a contactless thermometer is indicated. Group meetings and/or meals should be put on hold at this time and remote meetings should be used. Exercise sessions, such as weightlifting and/or swimming, should be staggered to allow social distancing.

Restrooms should be monitored to limit crowding. Concession stands should be closed. Hand cleansing should be frequently practiced and encouraged.

5. Iowa State University. Detailed guidance from Iowa State University is available and should be followed; to supplement these guidelines and emphasize key points, we recommend the following minimum measures. Face coverings should be required for all students in classes and when in university buildings. University sponsored gatherings should be cancelled unless the recommended practices (see events/gatherings and sporting events above) can be followed. Hand cleansing stations should be plentiful and encouraged.

Students should be encouraged, in the strongest language the university can legally use, to practice mitigation principles when off campus and when using mass transit.

Group living situations, such as dormitories and fraternities/sororities are a special and difficult situation. However, certain practices can be used to mitigate risks. Face coverings should be worn at all times except when in sleeping chambers with roommates. Dining should be staggered to allow social distancing. Hand cleansing should be encouraged. Social events should be cancelled unless the principles outlined in events/gatherings and/or sporting events, as applicable, can be followed. All group living situations need to develop a plan of how to isolate a resident who is found to be COVID-19 infected.

We strongly recommend that Iowa State University prohibit spectators at sporting events this fall. Please only broadcast them. We cannot think of any way these events can be made even remotely safe with the masses of people from throughout Iowa, and other states, who routinely attend these events. Please do it for the health of our community.

6. Shared or congregate housing facilities. These facilities should continue to follow published CDC guidelines.

7. Businesses. Businesses should require their staff to wear face coverings, and practice social distancing when possible. We also strongly encourage businesses to require that customers wear face coverings. Sick employees should be allowed to stay home.

With the current rise in cases in Story County, we strongly recommend these guidelines are followed. We fully understand that what we are proposing is difficult and also that no mitigation plan is foolproof. However, if these principles are followed we can get and keep this virus under control until the availability of a vaccine. As a County Board of Health, our duties include the protection of public health of the residents of Story County; thus, our recommendations are made in light of what is best for the public's health, and we stand by our recommendations.



Dear Representative Martin,

The League of Women Voters of Ames and Story County (LWV-ASC) is proposing a partnership to promote wearing masks inside public places throughout our community. Initially we are contacting the Ames Chamber of Commerce, Ames City Council, the office of the Mayor, Iowa State University, and Mary Greeley Medical Center to join with us in our campaign. The importance of masks in decreasing the spread of Covid is well documented. We believe our community will respond positively to the message that wearing a mask protects your friends, neighbors, and the healthcare workers in our community. Wearing masks is a critical part of keeping both workers and business patrons healthy, so that businesses can reopen more safely and can stay opened. Presenting a public and consistent message from the leaders in our community will demonstrate clearly that Ames is working to promote the health and well-being of all our community members.

By joining in our collaborative we may ask for your cooperation and collaboration in writing and signing joint letters to the editor or op eds; distributing emails to your mailing lists, and actively promoting the wearing of a mask within your headquarters or public spaces. Moreover, we would like to add your support to our efforts to encourage ALL businesses in our community to require customers or others (excepting those with medical reasons or very young children) entering their establishment to wear a mask. All members of the alliance must be ready to actively enforce the wearing of masks by distributing or selling a mask (at a minimal charge) to those visiting your premises who do not have one.

Together we can help Story County to decrease the incidence of Covid-19 and promote the health and safety of those who live in our community. Please respond to this message by sending a note to Prez.LWV@gmail.com to let us know of your interest. Please provide a contact person and contact information for this endeavor. We will be in touch shortly to discuss details.

Sincerely,

A handwritten signature in cursive script that reads "Linda Serra Hagedorn". The signature is written in black ink on a light-colored background.

Linda Serra Hagedorn, Ph.D. President
Prez.LWV@gmail.com; 515-450-5261

COUNCIL ACTION FORM

SUBJECT: MOTION DIRECTING STAFF TEMPORARILY NOT TO ENFORCE BUILDING AND ZONING CODES TO FACILITATE COVID-19 TESTING AT MCFARLAND CLINIC NORTH – 3815 STANGE ROAD

BACKGROUND:

The ever growing need to test their patients who are showing signs of the COVID-19 symptoms and have been pre-screened by their doctors, has resulted in McFarland Clinic officials to pursue increased virus testing capabilities. They have concluded that the most efficient strategy for accommodating this task is to establish a drive-through testing center by utilizing the parking lot at their north location and bringing in a 160 foot prefabricated shed to house their employees who will perform and analyze the tests.

While the City staff would like to facilitate this important function, the location, size, use, and design of the proposed structure does not adhere to various requirements of the City's Zoning and Building Codes and, therefore, cannot be approved administratively.

Some of the code issues that would prevent this proposed testing plan include:

Zoning Ordinance

The proposed drive through testing shed will be located at 3815 Stange Rd, which is in a Convenience General Service (CGS) zoning district. There are no regulations within the CGS Zoning District that exempt accessory buildings from any of the regulations.

It appears from the attached Site Development Plan that the proposed shed would not be in compliance with the following zoning requirements:

- Drive Through Facility must be a minimum of 80 feet away from any residentially zoned lot. (29.810(3))
- Building materials shall be high quality and highly durable: for more than 50% of the total exterior wall area the surface material shall be stone, brick and/or pre-cast panels with the appearance to the pedestrian of stone or brick. (29.810(4)(c))
- Prohibited materials are prefabricated panels of metal, fiberglass, or smooth surface textures. (29.810(4)(c)(ii))
- Color of all exterior building materials shall be similar to the color of exterior building materials common (29.810(4)(C)(4))

- The front of the shed and porch must face the parking lot. The façade facing the parking lot shall have windows, doors, awnings, etc that make up no less than 40 % of the façade. Windows can only count toward the 40% when they are no more than four feet above the finish floor elevation and allow for views into the interior space or be a display window. (29.810(4)(d))
- Roof must be similar to nearby single-family residential dwellings, shall have a pitch equal to or steeper than 6:12. (29.810(4)(e))
- If there is exterior lighting it must comply with the outdoor lighting code. Bare lamps, strip style lighting, pole mounted lights exceeding 15 feet in height, and general floodlighting of buildings are all prohibited. (29.810(9))
- Incidental signage (not wall mounted or monument) must be non-illuminated. Any one incidental sign cannot exceed 6 square feet, with a maximum cumulative area of all incidental sign of 32 square feet. (29.810(12)(d))

Building Codes

The proposed use of the shed as described for the testing operations would not be in compliance with the following building code requirements:

- The shed would require an accessible route and entrance to the employee work area.
- One toilet and one sink would be required in the shed.
- The shed would need to have a one-hour fire rating.

ALTERNATIVES:

- 1) The City Council can direct staff to temporarily not enforce the building and zoning code sections that would allow McFarland Clinic to utilize a prefabricated shed to be brought into the site and a concrete slab to be poured to facilitate the operation of a drive-through testing site at the McFarland Clinic North site located on Stange Road.

If this alternative is supported by the City Council, it is critical that an end date for this “temporary” halt in code enforcement be included in the motion along with a clearly stated condition that the shed/slab will have to be removed no later than the end date, unless the staff determines at that time they meet all of the existing city codes. Staff would recommend an end date of December 31, 2020 be established. McFarland Clinic, of course, could approach the Council at that time to request a time extension should the situation require it.

- 2) The City Council can decline to direct the City staff to not enforce the relevant Building and Zoning Codes related to the use of a shed for testing purposes at the McFarland Clinic North site.

This alternative would require that as a condition of approval, all City codes must be adhered to before the shed could be used for this testing purpose at the proposed site. **At this time it is not certain whether or not all of these conditions can be satisfied at this location. Therefore, another site or testing strategy might have to be pursued by the Clinic.**

CITY MANAGER'S RECOMMENDED ACTION:

It is not often that the staff can support not enforcing the code requirements approved by the City Council. However, we are experiencing a health crisis in the country that requires us to be flexible in order to assure the health and safety of our citizens. Because of the temporary nature of the request and the fact that COVID-19 testing, even though it will be provided only to McFarland patients, will facilitate our efforts to mitigate the spread of the virus, this unusual request can be supported.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 and direct staff to temporarily not enforce the building and zoning code sections in order to allow McFarland Clinic to utilize a prefabricated shed to be brought into the site and a concrete slab to be poured to facilitate the operation of a drive-through testing site at the McFarland Clinic North location. However, this recommendation is conditioned on the fact that direction to not enforce these codes will cease on December 31, 2020 and that the Clinic will remove the shed and slab immediately after this date, unless the City staff determines that they meet all of the existing city codes.

Minor Site Development Plan Application Form

(This form must be filled out completely before your application will be accepted.)

Yes No Is subject site adjacent to IDOT right-of-way (U.S. 30, U.S. 69, etc.)? **Projects adjacent to IDOT Right-of-Way will not follow the normal review schedule, but will be reviewed the following week to allow time for City of Ames/IDOT coordinated review and comment.**

1. **Property Address** for this *Minor Site Development Plan*: 3815 Stange Road

2. **Complete Legal Description (parcel or lot designation, Township/Range, Section, Subdivision Name(if applicable), metes/bounds description(if applicable), Deed Book/Page Number and Recording Date)** (attach, if lengthy): NORTHRIDGE HEIGHTS SD 13TH ADD LOT:1 AMES
Property ID 05-28-273-005
Map ID 05-28-273-005
Property Address 3815 STANGE RD
AMES

3. **Project Name and Project Description:** COVID 19 Emergency Response outbuilding
Used for providers and staff to go out to patients vehicles perform COVID 19 test and bring back into shed where it is temperture controls for processing.

4. **Property Owner:** McFarland Clinic Building Company
Business: McFarland Clinic
Address: 1215 Duff Avenue Ames, Iowa 50010
(Street) (City) (State) (Zip)
Telephone: 515-239-4455
(Business) (Fax)

5. **Applicant:** Ron Frantzen Executive Director of Facility Management
Business: McFarland Clinic / Ron Frantzen
Address: 1215 Duff Avenue Ames, Iowa 50010
(Street) (City) (State) (Zip)
Telephone: 515-239-4455
(Business) (Fax)

6. **Contact Person:** Same applicant

Business: _____

Address: _____
(Street) (City) (State) (Zip)

Telephone: _____
(Business) (Fax)

E-mail address: rfrantzen@mcfarlandclinic.com

When acting upon an application for a *Minor Site Development Plan* approval, the Development Review Committee (DRC) shall rely upon generally accepted site planning criteria and design standards. These criteria and standards, as set forth in Section 29.1502(3)(f) of the Zoning Ordinance, are necessary to fulfill the intent of the Zoning Ordinance, the Land Use Policy Plan, and are the minimum to safeguard the public health, safety, aesthetics, and general welfare.

Obtaining approval of a *Minor Site Development Plan* does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

*I (We) certify that I (we) have submitted all the required information to apply for approval of a *Minor Site Development Plan* and that the information is factual.*

Signed by: McFarland Clinic / Ron Frantzen **Date:** 07/06/2020
Property Owner(s)

Ron Frantzen *Ron Frantzen*
Print Name

(Note: No other signature may be substituted for the Property Owner's Signature.)

I certify I am a Professional Engineer, Land Surveyor, Landscape Architect or Architect (circle one) and that the submitted Site Development Plan is substantially correct.

Signed by: _____ **Date:** _____
Preparer of Site Development Plan

Print Name



515 Clark Avenue
Ames, IA 50010
Phone 515.239.5153
Fax 515.239.5404
inspections@cityofames.org

STORAGE SHED

SUBMITTAL DOCUMENTS

- ✓ Building Permit Application (For a storage shed with a floor area exceeding 120 square feet. Structures with a floor area less than 120 square feet do not require a Building Permit, but must follow the Zoning Ordinance regulations.)
- ✓ Site plan showing:
 - All buildings on the property
 - Distance to all property lines and other buildings from the proposed storage shed
 - Any easements on the property
- ✓ Building plans showing:
 - Dimensioned floor plan showing doors and windows
 - Dimensioned elevations of the new storage shed
 - Wall section with size and spacing of framing members
 - Roofing detail: trusses or stick-framed, size and spacing of ceiling joists and rafters, sheathing material
 - Method of anchorage to ground (required to withstand a 90 MPH wind)
- A Certificate of Appropriateness may be required if the property is in the Historical District (application materials are available through the Department of Planning and Housing)
- *Additional information as necessary to ensure safe and code compliant construction – you will be informed of any required additional information when your application and plans are reviewed*



515 Clark Avenue
 Ames, IA 50010
 515.239.5153 Phone
 515.239.5404 Fax
 inspections@cityofames.org

BUILDING PERMIT APPLICATION

Project Address 3815 Stange Road

Project Description COVID 19 Testing Cabin shed for patient drive up

Project Square Feet 120 Sq. Ft. enclosure Project Valuation (Required) \$16K - \$18K

Note: The Project Valuation shall include total value of work, including materials and labor, for which the permit is being issued, including electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the final building permit valuation shall be set by the Building Official.

Applicant is: Property Owner Tenant Contractor Architect Engineer

Name McFarland Clinic / Ron Frantzen Phone 515-239-4455

Company McFarland Clinic Email rfrantzen@mcfarlandclinic.com

Mailing Address 1215 Duff Avenue Ames, Iowa 50010

If contractor, provide property owner or tenant name _____

If contractor, provide Iowa Division of Labor Contractor Registration No. _____

Subcontractors who will also work on this project:

Electrical NAI Electric Plumbing N/A Mechanical Ames Concrete
Run Electric for lights Slab for shed to sit on
and AC/Heater unit

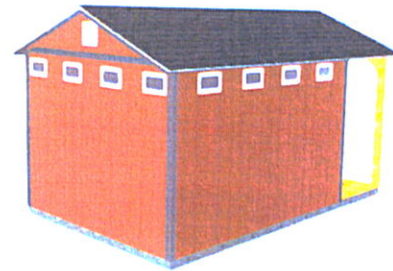
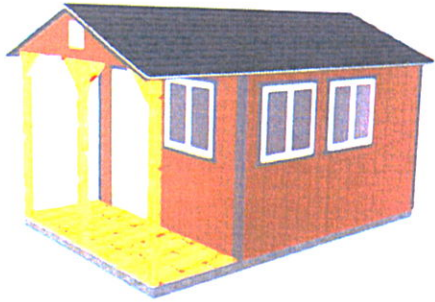
Applicant Signature Ron Frantzen Date 07/01/2020

FOR OFFICE USE

Examiner Notes _____

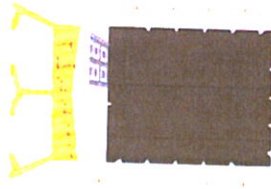
Approved by _____ Date _____ Permit No _____

Option 2: Shed	
Bid #1 TUFF SHED Weekender (Custom Built shed to match requested features)	
Wall and roof construction 16" on centers. Galvanized steel base 25 year warranty	
10' x 16' Weekender shed with windows, overhang porch w railings for patients who do not have a vehicle to wait in (e.g., arrived by bus or taxi)	\$9,144.12
Site costs:	
5" thick x 14' wide x 20' foot long concrete slab (280 sq ft x \$7.50) Provides slab all around perimeter of building	\$2,100.00
60 amp Electrical Service. (Inside power for lighting, AC and Heater equipment, 6 outlets for PC & printers, four fixtures for lighting and switching.	\$3,985.00
Mitsubishi or Fujitsu AC Heating unit plus install \$1,900.00 + \$1,200.00	\$3,200.00
Data cabling	\$150.00
Residual value estimating 40% (Line items 1) in 18 months - \$5,000.00	
TOTAL	\$18,579.12



Wall D

Wall A



Wall C

Wall B

Base Details

Building Size & Style

Premier Pro Ranch Weekender - 10' wide by 12' long

Door

6-Panel Residential Door (Left Hand Inswing).

Paint Selection

Base: Cool Clay, Trim: Dover Gray, Accent (Doors): Delicate White

Roof Selection

Pewter Gray Dimensional Premium Shingle

Drip Edge

White

Options Details

Windows

3 Ea 3'x3' Insulated Horizontal Sliding Window

Transoms

8 Ea Transom Window (16"x8")

Porch

40 Sq Ft Integrated Porch - Endwall

Floor and Foundation

120 Sq Ft Double layer floor sheathing - Smartfloor finish

4 Ea Shed Anchor to Concrete - A24 & Wedge Anchor

Vents

2 Ea 12"x12" Gable End Vent, White
 12 Ea Floor Track Vent

Jobsite/Installer Details

Do you plan to insulate this building after Tuff Shed installs it?

Yes

Is there a power outlet within 100 feet of installation location?

Yes

The building location must be level to properly install the building. How level is the install location?

Within 4" of level

Will there be 18" of unobstructed workspace around the perimeter of all four walls?

Yes

Can the installers park their pickup truck & trailer within approximately 200' of your installation site?

Yes

Substrate Shed will be installed on?

Anchored to Concrete with Shed Floor

Customer Signature: _____ Date: _____



DATE: 08/11/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]

PLAN PREPARED BY: [Name]

SCALE: AS SHOWN

DATE: 08/11/08

PROJECT: [Name]

LOCATION: [Name]

PROPERTY ADDRESS: [Name]

LOCAL JURISDICTION: [Name]

CONTRACT DESCRIPTION: [Name]

PREPARED BY: [Name]

DATE: 08/11/08

SCALE: AS SHOWN

PROJECT: [Name]

LOCATION: [Name]

PROPERTY ADDRESS: [Name]

LOCAL JURISDICTION: [Name]

CONTRACT DESCRIPTION: [Name]

PREPARED BY: [Name]

DATE: 08/11/08

SCALE: AS SHOWN

PROJECT: [Name]

LOCATION: [Name]

PROPERTY ADDRESS: [Name]

LOCAL JURISDICTION: [Name]

CONTRACT DESCRIPTION: [Name]

PREPARED BY: [Name]

DATE: 08/11/08

SCALE: AS SHOWN

PROJECT: [Name]

LOCATION: [Name]

PROPERTY ADDRESS: [Name]

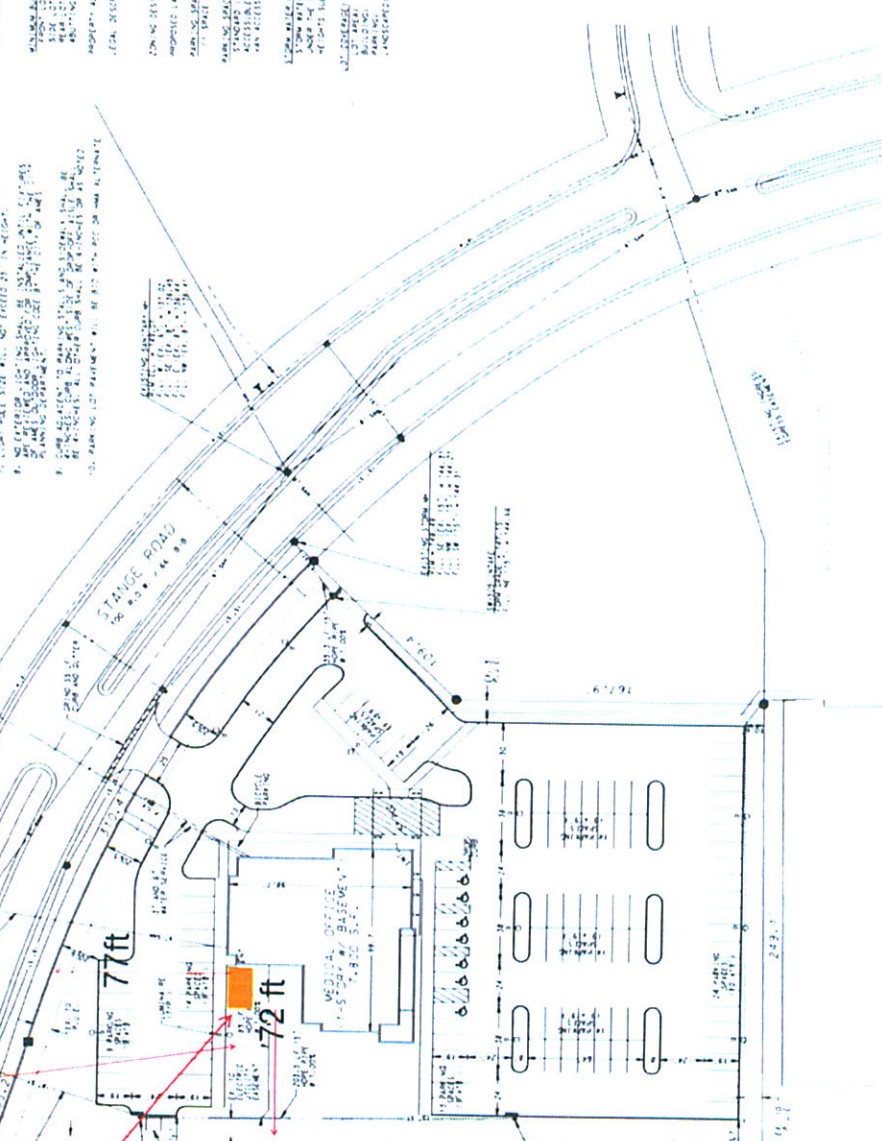
LOCAL JURISDICTION: [Name]

CONTRACT DESCRIPTION: [Name]

PREPARED BY: [Name]

DATE: 08/11/08

- NOTES:
1. THIS PLAN SHOWS THE PROPOSED GRADING AND LANDSCAPING FOR THE PROJECT. ALL EXISTING CONDITIONS ARE SHOWN FOR REFERENCE ONLY.
 2. THE PROPOSED GRADING AND LANDSCAPING IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND THE FIELD SURVEY.
 3. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE LOCAL JURISDICTION.
 4. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE CLIENT.
 5. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE ARCHITECT.
 6. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE ENGINEER.
 7. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
 8. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE PLANNING DEPARTMENT.
 9. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE ZONING DEPARTMENT.
 10. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE HEALTH DEPARTMENT.
 11. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE FIRE DEPARTMENT.
 12. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE POLICE DEPARTMENT.
 13. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE WATER DEPARTMENT.
 14. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE SEWER DEPARTMENT.
 15. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE PUBLIC WORKS DEPARTMENT.
 16. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE UTILITIES DEPARTMENT.
 17. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE TRANSPORTATION DEPARTMENT.
 18. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE ENVIRONMENTAL DEPARTMENT.
 19. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE HISTORIC PRESERVATION DEPARTMENT.
 20. THE PROPOSED GRADING AND LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DEPARTMENT.



COVID-19 Testing Shed Site
Scope
 #1 Install free floating concrete slab (14 x 20') for shed to site on in open grass area
 #2 Setup minimal temporary electric for power for small electric load for lights, PC equipment and Air conditioner. Operation of this small outbuilding may run from 8:00 am to 6 pm or as required



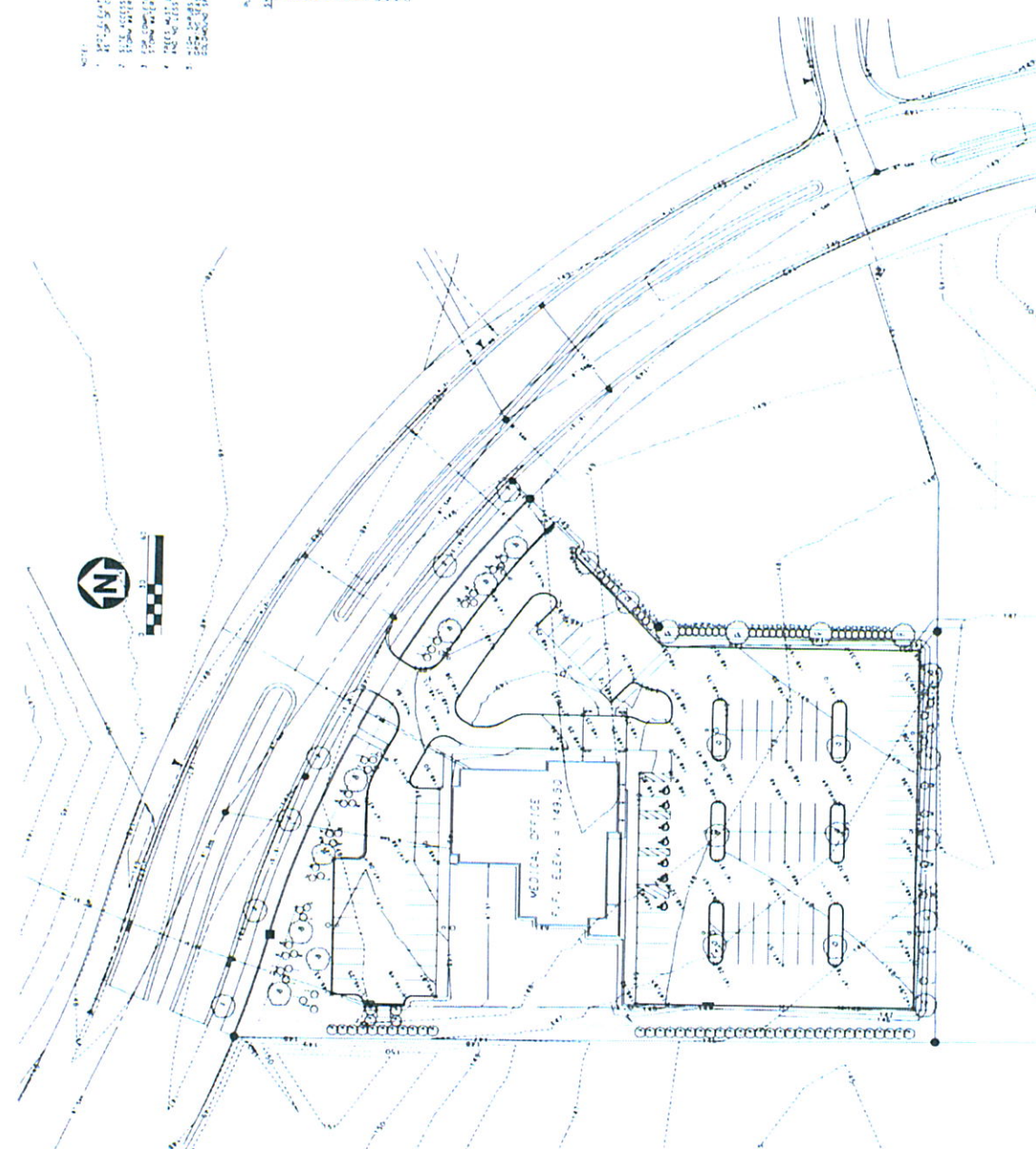
INDEX OF SHEETS
 1 of 2 Minor Site Plan
 1 of 2 Grading and Landscaping Plan

S1

NOTE:
1. ALL PLANTING SHALL BE DONE BY THE CONTRACTOR UNDER THE SUPERVISION OF THE ARCHITECT.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS PLANTING ACT.
3. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS PLANTING ACT.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS PLANTING ACT.
5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS PLANTING ACT.

PLANTING SCHEDULE

PLANT	QUANTITY	DATE
1. 1" CALIBER BIRCH	10	1/15/09
2. 1" CALIBER HONEYLOCUST	10	1/15/09
3. 1" CALIBER REDBUD	10	1/15/09
4. 1" CALIBER SPICE PLUM	10	1/15/09
5. 1" CALIBER WINTER GREEN	10	1/15/09
6. 1" CALIBER YEW	10	1/15/09
7. 1" CALIBER DOGWOOD	10	1/15/09
8. 1" CALIBER SWEET GUM	10	1/15/09
9. 1" CALIBER LINDEN	10	1/15/09
10. 1" CALIBER BASSWOOD	10	1/15/09
11. 1" CALIBER SYPHOCARPUS	10	1/15/09
12. 1" CALIBER NYCTAGINUS	10	1/15/09
13. 1" CALIBER LIRIODENDRON	10	1/15/09
14. 1" CALIBER FRAXINUS	10	1/15/09
15. 1" CALIBER QUERCUS	10	1/15/09
16. 1" CALIBER CORYLUS	10	1/15/09
17. 1" CALIBER JUGLANS	10	1/15/09
18. 1" CALIBER NYSSA	10	1/15/09
19. 1" CALIBER ILEX	10	1/15/09
20. 1" CALIBER VIBURNUM	10	1/15/09
21. 1" CALIBER LIGULARIA	10	1/15/09
22. 1" CALIBER PHELODENDRON	10	1/15/09
23. 1" CALIBER STYRACIA	10	1/15/09
24. 1" CALIBER AERUCYCLON	10	1/15/09
25. 1" CALIBER SORBUS	10	1/15/09
26. 1" CALIBER MALUS	10	1/15/09
27. 1" CALIBER PRUNUS	10	1/15/09
28. 1" CALIBER AMELANORHYZON	10	1/15/09
29. 1" CALIBER SPARGANGLIUM	10	1/15/09
30. 1" CALIBER SYCAMORE	10	1/15/09
31. 1" CALIBER NYSSA	10	1/15/09
32. 1" CALIBER ILEX	10	1/15/09
33. 1" CALIBER VIBURNUM	10	1/15/09
34. 1" CALIBER LIGULARIA	10	1/15/09
35. 1" CALIBER PHELODENDRON	10	1/15/09
36. 1" CALIBER STYRACIA	10	1/15/09
37. 1" CALIBER AERUCYCLON	10	1/15/09
38. 1" CALIBER SORBUS	10	1/15/09
39. 1" CALIBER MALUS	10	1/15/09
40. 1" CALIBER PRUNUS	10	1/15/09
41. 1" CALIBER AMELANORHYZON	10	1/15/09
42. 1" CALIBER SPARGANGLIUM	10	1/15/09
43. 1" CALIBER SYCAMORE	10	1/15/09
44. 1" CALIBER NYSSA	10	1/15/09
45. 1" CALIBER ILEX	10	1/15/09
46. 1" CALIBER VIBURNUM	10	1/15/09
47. 1" CALIBER LIGULARIA	10	1/15/09
48. 1" CALIBER PHELODENDRON	10	1/15/09
49. 1" CALIBER STYRACIA	10	1/15/09
50. 1" CALIBER AERUCYCLON	10	1/15/09
51. 1" CALIBER SORBUS	10	1/15/09
52. 1" CALIBER MALUS	10	1/15/09
53. 1" CALIBER PRUNUS	10	1/15/09
54. 1" CALIBER AMELANORHYZON	10	1/15/09
55. 1" CALIBER SPARGANGLIUM	10	1/15/09
56. 1" CALIBER SYCAMORE	10	1/15/09
57. 1" CALIBER NYSSA	10	1/15/09
58. 1" CALIBER ILEX	10	1/15/09
59. 1" CALIBER VIBURNUM	10	1/15/09
60. 1" CALIBER LIGULARIA	10	1/15/09
61. 1" CALIBER PHELODENDRON	10	1/15/09
62. 1" CALIBER STYRACIA	10	1/15/09
63. 1" CALIBER AERUCYCLON	10	1/15/09
64. 1" CALIBER SORBUS	10	1/15/09
65. 1" CALIBER MALUS	10	1/15/09
66. 1" CALIBER PRUNUS	10	1/15/09
67. 1" CALIBER AMELANORHYZON	10	1/15/09
68. 1" CALIBER SPARGANGLIUM	10	1/15/09
69. 1" CALIBER SYCAMORE	10	1/15/09
70. 1" CALIBER NYSSA	10	1/15/09
71. 1" CALIBER ILEX	10	1/15/09
72. 1" CALIBER VIBURNUM	10	1/15/09
73. 1" CALIBER LIGULARIA	10	1/15/09
74. 1" CALIBER PHELODENDRON	10	1/15/09
75. 1" CALIBER STYRACIA	10	1/15/09
76. 1" CALIBER AERUCYCLON	10	1/15/09
77. 1" CALIBER SORBUS	10	1/15/09
78. 1" CALIBER MALUS	10	1/15/09
79. 1" CALIBER PRUNUS	10	1/15/09
80. 1" CALIBER AMELANORHYZON	10	1/15/09
81. 1" CALIBER SPARGANGLIUM	10	1/15/09
82. 1" CALIBER SYCAMORE	10	1/15/09
83. 1" CALIBER NYSSA	10	1/15/09
84. 1" CALIBER ILEX	10	1/15/09
85. 1" CALIBER VIBURNUM	10	1/15/09
86. 1" CALIBER LIGULARIA	10	1/15/09
87. 1" CALIBER PHELODENDRON	10	1/15/09
88. 1" CALIBER STYRACIA	10	1/15/09
89. 1" CALIBER AERUCYCLON	10	1/15/09
90. 1" CALIBER SORBUS	10	1/15/09
91. 1" CALIBER MALUS	10	1/15/09
92. 1" CALIBER PRUNUS	10	1/15/09
93. 1" CALIBER AMELANORHYZON	10	1/15/09
94. 1" CALIBER SPARGANGLIUM	10	1/15/09
95. 1" CALIBER SYCAMORE	10	1/15/09
96. 1" CALIBER NYSSA	10	1/15/09
97. 1" CALIBER ILEX	10	1/15/09
98. 1" CALIBER VIBURNUM	10	1/15/09
99. 1" CALIBER LIGULARIA	10	1/15/09
100. 1" CALIBER PHELODENDRON	10	1/15/09



COUNCIL ACTION FORM

SUBJECT: NUISANCE ASSESSMENTS - SNOW/ICE REMOVAL

BACKGROUND:

After a snowfall, abutting property owners have the responsibility of removing snow and ice accumulations from the sidewalks. According to the *Municipal Code*, owners shall remove these accumulations within 10 daylight hours after the storm has stopped. If, after that time, sidewalks remain uncleared, the City may remove accumulations and assess the actual cost of the removal to the property owner. This action is performed on a complaint basis. Once a complaint has been received, notice is given to the abutting property owner that the City will clear the sidewalks if the owner has not done so within 24 hours of that notice.

City staff has removed snow and/or ice at the properties listed below. Also included in the list are the names and addresses of the property owners and the costs associated with the snow/ice removal. The work was completed, and bills have been mailed to these individuals. To date, the bills have not been paid. A certified notice of this hearing was mailed to the property owners.

Betty Parsons Pytlik - Trust \$293.75
159 Columbia Avenue
Athens, OH 45701
Snow/ice removal for property located at 1227 Carroll Avenue
Work performed on January 31, 2020

James and Desiree Gunning \$215.00
4623 Dover Drive
Ames, IA 50014
Snow/ice removal for property located at 2518 Knapp Street
Work performed on January 31, 2020

Ashlie Marker \$230.00
1204 20th Street
Ames, IA 50010
Snow/ice removal for property located at 1204 20th Street
Work performed on February 18, 2020

Yun Xu \$185.00
5423 Springbrook Drive
Ames, IA 50014
Snow/ice removal for property located at 5423 Springbrook Drive
Work performed on February 1, 2020

James Sjobakken \$185.00
c/o Mark Sjobakken
2418 Kent Avenue
Ames, IA 50014
Snow/ice removal for property located at 505 Stanton Avenue
Work performed on January 31, 2020

R G Properties \$207.50
4623 Dover Drive
Ames, IA 50014
Snow/ice removal for property located at 2631 Knapp Street
Work performed on January 31, 2020

ALTERNATIVES:

1. The City Council can adopt a resolution assessing the costs of the snow/ice removal to the property owners shown on the above list. The Finance Director will then prepare a spread sheet on these assessments, and the City Clerk's Office will file the assessments with the Story County Treasurer for collection in the same manner as property taxes as provided for by the *Code of Iowa*.
2. The City Council can choose not to certify these costs to the County Treasurer and, instead, absorb the costs.

MANAGER'S RECOMMENDED ACTION:

These property owners failed to clear their sidewalks even after receiving notice to do so and have neglected to pay the costs incurred by the City in making their sidewalks safe for public use.

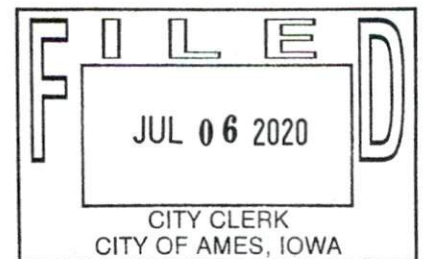
Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby assessing the costs of the snow/ice removal to the property owners shown above.

Dear Mayor & Council,

We received a letter stating that we were to pay \$214 on our property at 1204 20th St Ames, IA 50010 due to snow and ice removal. We had never received a previous invoice or letter stating that this was done and that we needed to pay until the certified letter came a week ago. We just moved into this house in October of 2019. We were never made aware that if the sidewalk wasn't shoveled in a timely manner that the city would shovel it for us and then charge us. We assumed a neighbor shoveled it for us. I do not think we should have to pay this as 1) we were never informed that the city would come and shovel it for us if we didn't 2) we never received a letter or invoice once this was done 3) we are new to this house and were never informed that this was the protocol for not shoveling the sidewalk. I believe we should have received either a warning or letter stating that we needed to shovel it by so-and-so date, or we would be charged for it by the city. Then if we failed to comply, we could then be charged. I would be at the meeting in person, but I am due any day to have my baby and I do not know if I would be able to make it. I was told I could write a letter explaining our side as to why we don't think we should have to pay this invoice.

Thank you,

Ashlie Marker



To: Steven L. Schainker, City Manager

From: John Joiner, P.E.; Public Works Director

Subject: Snow/ice Removal Assessment for 1204 20th Street

At the July 14, 2020 City Council meeting, Council is being asked to assess the costs of sidewalk snow/ice removal to several property owners. The property owner and resident of 1204 20th Street has sent City Council a letter asking to have these charges waived, contending that they were not notified that the sidewalk needed to be cleared and that they did not receive the initial invoice. A summary of issues and actions by City staff is shown below:

- The Assessor's website shows the property owner's mailing address as 1204 20th St (*Attachment A*).
- The property is across 20th Street from Fellows Elementary on a walking route to school (*Attachment B*).
- Staff investigates sidewalk clearing needs as complaints are received:
 - A complaint was registered through Ames on the Go on 02/11/20 10:07 AM and immediately assigned to Staff (*Attachment C*).
 - A response was sent to the complainant on 02/11/20 at 11:08 AM.
 - Staff investigated by a site visit on 02/12/20, finding the sidewalk to need clearing. A notice to clear all snow and ice was generated on-site and posted on the front door at 8:22 AM allowing 24 hours for the walk to be cleared or the City would hire a contractor and bill for the clearing (*Attachment D*).
 - The Ames on the Go complaint was closed by notifying the complainant at 8:31 AM 02/12/20.
- The sidewalk was not cleared by the property owner and Lawn Pro was contracted to perform the clearing, which was completed on 02/18/20 (*Attachment E*).
- The property owner was mailed an invoice by the Finance Department to 1204 20th Street on 2/27/20 for \$230.00. This included \$180 for Lawn Pro's services and a \$50 administrative fee (*Attachment F*). This invoice was not paid.

ATTACHMENT A

Beacon™ Story County, IA / City of Ames

Summary

Ames City Assessor

Sec-Twp-Rng	34-84-24
Brief Tax Description	BEL AIR 4TH ADD LOT:2 AMES
Primary Class	Residential
Primary Zoning	RL - Residential Low Density Zone
Secondary Zoning	N/A
Zoning Overlay	N/A
Secondary Zoning Overlay	N/A
Gross Acres	0.00
	N/A
Net Acres	0.00
Last Transfer	10/18/2019
Recording Date	
Deed Book/Page (Instr. Date)	2019-09846 (10/15/2019)
Contract Book/Page (Instr. Date)	N/A
Taxing District	AMES CITY/AMES SCH
School District	AMES COMMUNITY SCHOOL
TIF/UR District	N/A
Drainage District	N/A
Fire District	AMES
Neighborhood	Res: N Ames



Property ID 05-34-403-100
 Map ID 05-34-403-100
 Property Address 1204 20TH ST
 AMES

Owner

Deed Holder
 MARKER, ASHLIE
 1204 20TH ST
 AMES IA 50010

Contract Holder

Mailing Address
 MARKER, ASHLIE
 1204 20TH ST
 AMES IA 50010

[Change mailing address](#)
[Transfer Homestead or Military](#)

Property Record Card (Ames)

[Click to View/Print Historical Property Record Card](#)

Site Description (Ames)

Topography	Level
Public Utilities	All
Street or Road	Paved
Neigh. Life Cycle	Static
Legal Acres	0.2071
Legal Sq Ft	9,020

Land (Ames)

Land Type	Soil ID	Actual Front	Acreage	Effect. Front	Effect. Depth	Prod Factor	Depth Factor	Meas Sq Ft
Urban Developed Lot		82.000	0.207	82.000		1.00	1.00	9,020

Farm Land Computations (Ames)

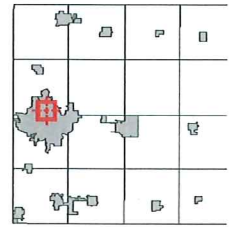
Parcel Acreage	0.2071
81 Legal Drain NV [-]	0
82 Public Roads NV [-]	0
83 UT Towers NV [-]	0
9 Homesite(s) [-]	0
Total Acres Farmland	0.2071
True Tax Value	0.00
Measured Acres	0
Average True Tax Value/Acre	0.00
True Tax Value Farmland	0.00
Classified Land Total	0
Homesite(s) Value (+)	0.00
Total Land Value	0.00

Residential (Ames)

Residential Dwelling	
Lot Area	9020 SF
Lot Shape	Regular
Lot Configuration	Corner Lot
Parcel Type	Dwg&Lot
Neighborhood	Res: N Ames
Building Type	Single-family detached (includes detached townhouses)
Style	Split level



Overview



Legend

-  Parcels
-  Lots
-  Townships
-  Corporate Limits
-  Road Centerlines

Parcel ID	0534403100	Alternate ID	0534403100	Owner Address	MARKER, ASHLIE
Sec/Twp/Rng	34-84-24	Class	R - Residential		1204 20TH ST
Property Address	1204 20TH ST AMES	Acreage	n/a		AMES IA 50010
District	01001 - AMES CITY/AMES SCH				
Brief Tax Description	BEL AIR 4TH ADD LOT:2 AMES <i>(Note: Not to be used on legal documents)</i>				

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 2/18/2020
Last Data Uploaded: 2/17/2020 11:42:11 PM

SECLICKFIX ID
7409984

PRIORITY
Normal

REQUEST TYPE
Snow - Sidewalk Clearing

ADDRESS
1204 20th St Ames, IA 50010, USA

ASSIGNEE
Dave C.-Streets

SLA EXPIRES

REPORTED
02/11/2020 - 10:07AM

SECONDARY QUESTIONS

LOCATION



SUMMARY & DESCRIPTION

Snow - Sidewalk Clearing

The sidewalk at 1204 20th Street has not been cleared of snow for any of the snow falls we have had this winter. as of today's date the sidewalk it's still covered with ice and very treacherous.

Reported by: An anonymous SeeClickFix user
02/11/2020 - 10:07AM

MEDIA



TIMESTAMP	INTERNAL COMMENT	COMMENTER
02/11/2020 10:07AM	Justin C.-PW Ops assigned this issue to Dave C.-Streets	Justin C.-PW Ops
02/11/2020 11:08AM	Thanks for reporting your request. It has been routed to the correct department. We will follow up with updates or questions soon.	Jane Z.-PW Ops
02/12/2020 08:31AM	This property has been posted for sidewalk snow removal. The property owner has 24 hours to clear the sidewalk. If not complete, the City will hire a contractor to complete the work. Your request for the City of Ames has been closed at this time. Please let us know if you have any questions. Thank you for getting involved!	Justin C.-PW Ops

City of Ames SQL Server Reporting Services

★ Favorites Browse

Home > PW Operations > Snow Email Notification

Start Date End Date 


 of 9
 







 | Next

City of Ames IA: Rental Properties Snow Notification by Email



274 notifications were sent between 8/31/2019 8:51:14 AM and 2/28/2020 8:51:14 AM

Date Email Sent	Email To	Email to Manager	Email to Owner	Geocode #	Address Location
2/20/2020 12:53:14 PM	Notice-Manual	Sent Manually	Sent Manually	99999	331 Hillcrest
2/20/2020 12:52:53 PM	Notice-Manual	Sent Manually	Sent Manually	99999	331 Hillcrest
2/19/2020 9:59:09 AM	Notice-Manual	Sent Manually	Sent Manually	99999	3018 Oakland
2/19/2020 9:58:44 AM	Notice-Manual	Sent Manually	Sent Manually	99999	3018 Oakland
2/19/2020 9:58:08 AM	Notice-Manual	Sent Manually	Sent Manually	99999	3022 Oakland
2/19/2020 8:24:00 AM	Print on-side	Clear all snow and ice from walks		9999	3018 OAKLAND ST
2/19/2020 8:19:00 AM	Print on-side	Clear all snow and ice from walks		9999	3022 OAKLAND ST
2/12/2020 8:22:00 AM	Print on-site	Clear all snow and ice from walks		9999	1204 20TH ST
2/10/2020 12:07:00 PM	Print on-side	Clear snow and ice from walks to S DAKOTA AVE		9999	4401 COCHRANE PKWY
2/10/2020 9:50:00 AM	Print on-side	Clear all snow and ice from walks		9999	4401 COCHRANE PKWY
2/10/2020 9:49:00 AM	Print on-side	Clear all snow and ice from walks		9999	301 ROCKWELL AVE
2/10/2020 9:47:00 AM	Print on-side	Clear all snow and ice from walks		9999	4418 PHOENIX ST
2/4/2020 8:32:00 AM	Print on-side	Clear snow and ice from walks		9999	1010 ARIZONA AVE
2/4/2020 8:19:00 AM	Print on-side	Clear snow and ice from walk on BLOOMINGTON		9999	2006 TAYLOR CIR
2/4/2020 8:17:00 AM	Print on-side	Clear snow and ice from walk on BLOOMINGTON		9999	2012 TAYLOR CIR
2/4/2020 8:15:00 AM	Print on-side	Clear snow and ice from walk on BLOOMINGTON		9999	2018 TAYLOR CIR
2/3/2020 9:21:00 AM	Print on-side	Clear all snow and ice from walks		9999	1216 MAXWELL

↑ THIS INDICATES THE NOTICE WAS PRINTED "ON-SITE" ON THE MOBILE PRINTER AND POSTED ON THE FRONT DOOR

LAWNPRO

68030 US HWY 30
Colo, IA 50056

Invoice

Date	Invoice #
2/19/2020	123221

Bill To
AMES CITY PURCHASING 515 CLARK AVE. AMES, IA 50010

LAWNPRO

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
3.5	2-18-20. SNOW REMOVAL @ 1204 20TH.	30.00	105.00
5	2-18-20. ICE MELT ON WALKS	15.00	75.00
	Treasurer State of Iowa	7.00%	0.00

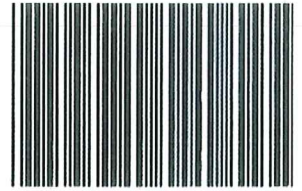
PO #
APPROVED *[Signature]* DA 2/27/20
ACCOUNT N AMOUNT
010. 7716. 431. 4015 180.00

It's been a pleasure working with you!		Total	\$180.00
--	--	--------------	----------

INVOICE



CITY OF AMES
515 CLARK AVENUE BOX 811
AMES, IOWA 50010-0811
FINANCE DEPARTMENT 515-239-5113



176464

CREDIT CARD PAYMENTS 515-239-5280

TO: ASHLIE MARKER
1204 20TH ST.
AMES, IA 50010

INVOICE NO: 176464
DATE: 2/27/20

CUSTOMER NO: 19958/1133567

TYPE: CF - CERTIFY

Table with 4 columns: QUANTITY, DESCRIPTION, UNIT PRICE, EXTENDED PRICE. Row 1: 1.00, 1204 20TH ST SNOW/ICE REMOVAL, 230.00, 230.00. Subsequent rows list specific services and fees like SNOW REMOVAL, ICE MELT, and ADMINISTRATIVE FEE.

PAYMENT DUE UPON RECEIPT OF INVOICE.
\$20.00 CHARGE FOR NSF CHECKS.

TOTAL DUE: \$230.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/27/20
CUSTOMER NO: 19958/1133567

NAME: MARKER, ASHLIE
TYPE: CF - CERTIFY

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF AMES
515 CLARK AVENUE BOX 811

AMES IA

INVOICE NO: 176464

AMOUNT: \$230.00