

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL*
NOVEMBER 10, 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.

CALL TO ORDER: 6:00 p.m.

PROCLAMATION:

1. Proclamation for "Hunger and Homelessness Awareness Week," November 15 - 22, 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 Regular City Council meeting held October 27, 2020
4. Motion approving Report of Change Orders for period October 16 - 31, 2020
5. Motion setting Conference Board meeting dates for January 26, 2021, and February 23, 2021
6. Motion approval renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class E Liquor License - AJ's Liquor III, 2401 "A" Chamberlain Street
 - b. Class C Liquor License with Outdoor Service and Sunday Sales - Outlaws, 2522 Chamberlain Street
 - c. Class B Native Wine Permit with Sunday Sales - Chocolaterie Stam, 230 Main Street
 - d. Class B Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Country Inn & Suites Ames, 2605 SE 16th Street - **pending dram shop**
 - e. Class C Liquor License with Sunday Sales - Time Out-Ames, 120 Kellogg Avenue -**pending dram shop**

- f. Class C Beer Permit with Class B Wine Permit and Sunday Sales - Swift Stop #8, 705 24th Street
- 7. Resolution waiving Purchasing Policies and approving a sole source contract to Action Information Systems of Golden, Colorado, for upgrading the City Clerk's Office Files Management System in the amount of \$71,625
- 8. Resolution amending FY 2020/21 Outside Funding Contract with Campustown Action Association due to COVID-19
- 9. Resolution amending FY 2020/21 ASSET Contract with Raising Readers of Story County due to COVID-19
- 10. Resolution amending FY 2020/21 ASSET Contract with Boys and Girls Club of Story County due to COVID-19
- 11. Resolution approving Detour Agreement with Iowa DOT for 2021 Bridge Repair Project on I-35 over US 30
- 12. Resolution approving a Professional Services Agreement with Bolton & Menk, Inc., of Ames, Iowa for Work Order No. 2 for FY 2020/21 Airport Improvements (Runway 01/19 Airfield Lighting) project not to exceed \$99,900
- 13. Resolution awarding contract to Hoglund Bus Company of Marshalltown, Iowa, for purchase of six 176" wheelbase mini-buses for CyRide in an amount not to exceed \$658,200
- 14. Resolution awarding contract to Elliott Equipment, Co, of Grimes, Iowa, for purchase of one Peterbilt chassis with Schwarze street sweeper and accept the \$85,000 trade-in allowance for a total of \$202,750
- 15. Resolution approving deaccession of "Resonance" from Public Art Inventory
- 16. Resolution accepting partial completion of public improvements and reducing security for Kingsbury Subdivision, 4th Addition
- 17. Resolution accepting partial completion of public improvements and reducing security for Wheelock Corner Subdivision

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.

POLICE:

- 18. Final decision on Policing in Ames: "A Path Forward:"
 - a. Motion directing staff regarding recommendations

ADMINISTRATION:

- 19. Discussion of whether to extend the expiration of the Face-Covering Ordinance

FIRE:

- 20. Agreements between City of Ames and Mary Greeley Medical Center and City of Ames and the International Association of Fire Fighters, Local 625, in regards to providing for Emergency Medical Technician, Emergency Medical Dispatching, and Computer-Aided Dispatching

Services:

- a. Resolution approving the Reciprocal Service Agreement between Mary Greeley Medical Center and the City of Ames
 - b. Resolution approving the Letter of Agreement between the City of Ames and IAFF Local 625
21. Solar Farm Electrical Permit:
- a. Resolution amending the Fee Schedule in Appendix U

PARKS & RECREATION:

22. Resolution accepting transfer of Miracle League Field and Inclusive Playground from Ames Foundation to the City of Ames

ORDINANCES:

23. Second passage of ordinance on proposed text amendments regarding the new flood plain maps, updated definitions, and amended terminology used in Chapter 9 of the *Ames Municipal Code*
24. Second passage of ordinance repealing the following Urban Revitalization Areas, effective 12-31-2020 for each of the following:
- a. South Lincoln “Sub-Area”/Neighborhood Urban Revitalization Area, established 09-23-03 by Ordinance No. 3733
 - b. 405 & 415 Hayward Avenue Urban Revitalization Area, established 11-20-2007 by Ordinance No. 3932
 - c. 517 Lincoln Way Urban Revitalization Area, established 02-24-2015 by Ordinance No. 4209
 - d. Roosevelt School Site and City of Ames Park 921 9th Street Urban Revitalization Area established 11-12-2013 by Ordinance No. 4162, and Program Policy established by Resolution No. 13-265
- And effective 01-02-2021 for the following:
- a. 415 Stanton Crawford School Urban Revitalization Area established 06-12-2018 by Ordinance #4357
- And additionally by establishing a sunset date of 12-31-2021 for each of the following:
- a. Walnut Ridge, 3505 and 3515 Lincoln Way Urban Revitalization Area, established 04-26-16 by Ordinance No. 4254
 - b. 2700, 2702, 2718, and 2728 Lincoln Way; 112 and 114 South Hyland Avenue; and 115 South Sheldon Avenue Urban Revitalization Area, established 12-13-2016 by Ordinance No. 4284

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

COUNCIL COMMENTS:

ADJOURNMENT:

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

AMES, IOWA

OCTOBER 27, 2020

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

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.

CALL TO ORDER: The Ames Area Metropolitan Planning Organization (AAMPO) Transportation Policy Committee meeting, which was being held electronically, was called to order by Ames Mayor and voting member John Haila at 6:00 p.m. on the 27th day of October, 2020. Other voting members brought into the meeting were: Bronwyn Beatty-Hansen, City of Ames; Gloria Betcher, City of Ames; Amber Corrieri, City of Ames; Tim Gartin, City of Ames; Rachel Junck, City of Ames; David Martin, City of Ames; Lauris Olson, Story County Supervisor; Bill Zinnel, Boone County Supervisor; and Jacob Ludwig, Transit Board. Jon Popp, Mayor of Gilbert was absent.

HEARING ON FINAL METROPOLITAN TRANSPORTATION PLAN - “FORWARD 45”: Traffic Engineer Damion Pregitzer stated there will not be a formal presentation of the Plan. He pointed out that a 30-day public comment period began following the Policy Committee meeting on September 22, 2020, and was closed on October 22, 2020. All comments received from the public and oversight/partner agencies were minor and were incorporated into the final document. Mr. Pregitzer stated tonight staff would entertain an approval of the Plan or an approval with modifications as voted upon by the Policy Committee.

Referencing the ISU comment that stated “16th Street from University Blvd to Apple Place should be shown as a committed project,” Mayor Haila questioned if the wording should say “South 16th Street etc.” Mr. Pregitzer stated that is correct as the area is a University-owned segment of South 16th Street from University over to the old railroad right-of-way. Mayor Haila wanted to clarify the location since there are two 16th Streets in Ames. Mr. Pregitzer stated staff did speak with ISU staff, and ISU wanted to make sure that the City of Ames was on the same page and nothing was missing. It was noted that this area is a priority for the City of Ames to complete after the extension of Grand Avenue.

The Mayor also questioned the CyRide comment about the Transit Asset Management Plan and asked if Mr. Pregitzer could explain what that included. Mr. Pregitzer stated he wouldn’t be able to provide a lot of detail without asking CyRide staff; however, one of the requirements of the Long-Range Plan is to include information on the Transit Agency assets. CyRide is required to maintain a Transit Asset Management Plan. One of the performance measures that the Metropolitan Planning

Organization (MPO) has to do is Transit Asset Management Targets. Brian Ray, HDR Consultant, explained that there is a federal requirement and CyRide develops their own Transit Asset Management Plan. As part of the Long-Range Transportation Plan, the City carries CyRide's information forward into the Long-Range Transportation Plan. Mr. Ray stated that CyRide had just gone through the process of updating its Transit Asset Management Plan, which identified new targets; however, those targets have not been approved by the MPO yet. It was determined that the targets would stay as is until the MPO officially approved the new targets. Mr. Pregitzer pointed out that the majority of CyRide's assets are the age of its buses. The targets are mainly related to how old the buses are and when they need to turn those over.

Mayor Haila declared the public hearing opened. He closed it when no one came forward.

Moved by Ludwig, seconded by Betcher, to adopt RESOLUTION NO. 20-558 approving the Metropolitan Transportation Plan - "Forward 45."

Supervisor Lauris Olson questioned how all the elements of the Plan will be put into the 2040 Comprehensive Plan. Mr. Pregitzer explained that the 2040 Land Use Policy Plan informs so it provided all the background information for the Long-Range Plan in order to project growth. The Comprehensive Plan is saying what the future land use, growth use, and timing would be. The difference is the Long-Range Plan stops after 25 years while the Comprehensive Plan goes beyond that length of time.

Vote on Motion: 10-0. Motion declared carried unanimously.

POLICY COMMITTEE COMMENTS: Supervisor Olson stated that this will be her last AAMPO meeting. It has been an interesting four years and she has enjoyed her time on the Planning Committee, and she had learned a lot about transit.

ADJOURNMENT: Moved by Olson to adjourn the Ames Area Metropolitan Planning Organization Transportation Policy Committee meeting at 6:09 p.m.

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

CALL TO ORDER: Mayor John Haila called the Regular Meeting of the Ames City Council, which was being held electronically, to order at 6:11 p.m. with the following Council members participating: 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.

The Mayor announced that the Council was working off an Amended Agenda. City staff had added a Resolution appointing Dawson Weathers to serve on the Property Maintenance Appeals Board to the Consent Agenda and changed the date on Item No. 21 to continue the hearing on the Zoning Text Amendments regarding the extension of building features into required setbacks from November 10, 2020, to November 24, 2020 under Hearings.

PROCLAMATION FOR “LUNG CANCER AWARENESS MONTH,” NOVEMBER 2020:

Mayor Haila declared November 2020 as “Lung Cancer Awareness Month.” He wanted everyone to recognize the need for research in lung cancer affecting women and lung cancer health disparities, and encourage all citizens, to learn about lung cancer and early detection through lung cancer screening.

Accepting the Proclamation was Alexandra Potter, member of the American Lung Cancer Screening Initiative (ALCSI). She noted there were a couple main points she wanted to make sure that everyone knew. The first main point was that lung cancer is very common and very fatal. It is the second most common type of cancer. Ms. Potter stated that lung cancer in “never-smokers” (people who have never smoked) is the sixth leading cause of cancer related deaths in the United States. Every year there are 28,000 people who have never smoked that will die from lung cancer. She highlighted that lung cancer affects everyone, not just people who smoke. The other main point she wanted to make was that lung cancer screening offers a significant decrease in the mortality rate. Currently the screening rate for lung cancer is only 4.2% compared to other types of cancer screenings. Ms. Potter thanked the Mayor and Council for the Proclamation.

Mayor Haila asked how someone could get screened for lung cancer. Ms. Potter stated in order to get screened you will need to contact your primary care provider, and there is a process that has to be done called the “shared decision-making process.” The primary care physician will refer the patient to a lung cancer screening center where the patient will undergo a low-dose CT scan. She noted that as an organization they are looking for ways to help communities in any way they can to increase the screening rate, and are welcome to suggestions.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Special Joint City Council and Student Government meeting held October 13, 2020, and Regular City Council meeting held October 13, 2020
3. Motion approving Report of Change Orders for period October 1 - 15, 2020
4. Motion approving Class E Liquor License Premise Update - Kum & Go #1113, 2801 E. 13th Street - **Pending Final Inspection**
5. Motion approving a New 12-month Class C Liquor License with a Class B Wine Permit and Outdoor Service - Ichiban Japanese Restaurant, 117 Welch Ave - **Pending Final Inspection and DRAM Shop**
6. RESOLUTION NO. 20-559 approving Quarterly Investment Report for the Period Ending September 30, 2020

7. RESOLUTION NO. 20-576 appointing Dawson Weathers to serve on Property Maintenance Appeals Board
8. RESOLUTION NO. 20-560 setting date of public hearing for December 8, 2020, regarding the Amendment to the 28E Agreement between the City of Ames and the City of Nevada pertaining the establishment of a division line between corporate boundaries
9. RESOLUTION NO. 20-561 approving Amendment of Aircraft Hangar Site Lease 25-year lease extension with bridge period for Hap's Air Service
10. 2019/20 Traffic Signal Program (Lincoln Way and Beach):
 - a. RESOLUTION NO. 20-562 approving 50-year Traffic Signal Easement from Iowa State University for the portion of signal equipment on Iowa State property and authorize City staff to approve any de minimis changes required by the Attorney General and Board of Regents offices
 - b. RESOLUTION NO. 20-563 approving preliminary plans and specifications for 2019/20 Traffic Signal Program; setting December 2, 2020, as bid due date and December 8, 2020, as date of public hearing
11. RESOLUTION NO. 20-564 approving preliminary plans and specifications for Inis Grove Park Sidewalk Project; setting December 2, 2020, as bid due date and December 8, 2020, as date of public hearing
12. RESOLUTION NO. 20-565 approving Agreement for the 2020/21 Regional Count Program (Traffic Data Service and Analytical Platform) with StreetLight Data, Inc., of San Francisco, California, in an amount not to exceed \$64,900
13. RESOLUTION NO. 20-566 approving contract and bond for Unit 8 Turbine Generator Overhaul
14. RESOLUTION NO. 20-567 approving contract and bond for 2018/19 Shared Use Path System Expansion (Trail Connection South of Lincoln Way)
15. RESOLUTION NO. 20-568 accepting completion of 2018/19 Water System Improvements (Burnett & Murray)
16. RESOLUTION NO. 20-569 accepting completion of 2014/15 Storm Water Facility Rehabilitation Program (Somerset Subdivision)

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.

BAKER SUBDIVISION (321 STATE AVENUE) LOW-INCOME HOUSING TAX CREDIT (LIHTC) DEVELOPMENT PROPOSALS: Housing Coordinator Vanessa Baker-Latimer mentioned that the Council had provided direction, at its July 28th meeting, to staff on preparing a Request for Proposals (RFP) for a LIHTC housing project to be located at 321 State Avenue. The City described in the RFP an interest in receiving proposals that address the following objectives: 1) family-based affordable housing, 2) development of 15-50 housing units, 3) compatible design elements with the surrounding residential homes, and a 4) highly competitive project per the Iowa Finance Authority's (IFA) scoring system. The RFP described an evaluation of proposals based upon

developer experience and capacity, project design, property management experience, and requested financial incentives.

The City received seven proposals in response to the RFP. After reviewing the proposals, it became clear to City staff that a competitive project will likely need to score 155 or more points in the LIHTC program to qualify for tax credit incentives. This conclusion is based upon consultation with the developers and the past year's project scoring where a score of 155 was needed to competitively receive the tax credits.

Planning and Housing Director Kelly Diekmann stated at this meeting, they are going to focus on the top two proposals for the project. Staff gave basic guidance in the RFP to establish the range of units that was acceptable, a limit of three-stories, a focus on family housing, and looking for a compatible neighborhood design. Staff is recommending two potential companies. The first one is MVAH Partners. MVAH Partners went with a more traditional townhome look; it is a mix of brick and fiber cement siding materials. LIHTC scoring gives benefits to design features that are higher quality than basic building materials. MVAH has the most dwelling units of all the proposals. It has two building types, one 3-story 36-unit apartment building, and two "townhome" style apartment buildings totaling 14 units all situated around centralized parking. MVAH Partners' design has 50 units and is designed around a central parking area. Director Diekmann stated this project will be consistent with the normal RM Zoning standards, but some adjustments may need to be made for the landscaping or some parking locations. The second company was Prairie Fire Development Corporation. Prairie Fire Development Corporation took a different look at the property, and instead of focusing on centralized parking and the maximum number of units on the property, Prairie Fire's design concept places the building along Tripp Street with parking situated to the rear of the site. The design concept is contemporary in its appearance with the use of massing and angles that is different than most buildings in Ames. The project includes two housing types: one 3-story 23-unit apartment building and two "townhome" style buildings totaling 13 units; for a total of 36 units. Director Diekmann explained that both applicants addressed the objectives in the RFP, and had different ideas on how to do the site, but staff felt either applicant would provide a strong project. He noted that in the Staff Report, Prairie Fire only scored 154 points for the LIHTC and would need to increase it to 155 with refinements on costs to be competitive in LIHTC. Prairie Fire let staff know that they believe they could make a few adjustments and meet the required 155 points.

Council Member Gartin stated that when the Council was looking at the Subdivision earlier in the process, they had discussed the amount of tax subsidy that would be required per lot. It was estimated to be anywhere between \$75,000 to \$90,000 per lot. He asked Mr. Diekmann to clarify what the tax subsidy would be per unit. Director Diekmann stated that there is some distinct cost that should be assigned solely to the single-family development components and should not be a part of the equation. The main value is what the land is worth and MVAH asked for the land to be free, and Prairie Fire did offer \$2,500 as a token amount. Mr. Diekmann noted the Council should also consider the extension of Tripp Street as that had to occur for this development to happen. There were federal funds used and some General Obligation money. He noted they should look at the acquisition, infrastructure costs, and how much HOME funds the developer is asking for. MVAH

is requesting \$400,000 (\$8,000 per unit) in HOME funds; while Prairie Fire is requesting \$250,000 (\$6,950 per unit). Overall, on a per-unit basis for the two development companies, MVAH is about 20% less per unit than Prairie Fire.

Council Member Gartin wanted to know who would own the land when the project is completed. Director Diekmann stated the City will be deeding the land to the developer prior to construction starting. Mr. Gartin mentioned that this project will eventually make its way to the tax roles and inquired about the tax roles for both applicants. Mr. Diekmann stated that is complicated as there are construction estimates as part of each proposal, but the project cost will not be the taxable part of the project. If they assume Prairie Fire is a \$7.9 million project cost while MVAH is \$10.3 million, the taxable value will be the income of the project. Since it is a low-income project, the developer will approach the Assessor and ask for some modifications, but it will be proportional to the number of units. Director Diekmann mentioned that in general the more units that are on a site more property taxes will be generated.

Council Member Betcher asked about the projected construction schedules and if they are realistic. Diekmann stated there are three steps to the project; 1) there is award, 2) finalizing design, and 3) starting construction. Another part is getting to full occupancy. Both applicants have the same basic start to the project. The developer will need to get a decision from the Iowa Finance Authority (IPA), enter into a final Agreement with the City, get construction financing, and building permits. He noted that staff felt from a construction schedule perspective both applicants had reasonable projections to be up and open for tenants in the Spring or early Summer of 2023.

Council Member Betcher inquired about the management of the projects. MVAH manages its own projects while Prairie Fire will enter into a joint venture with someone else. She wanted to know if there were any concerns from staff regarding self-management or hiring a management company. Director Diekmann explained that either option is designed to help give the applicants points from IFA. Ms. Baker-Latimer explained that she is familiar with working with both types and either one would work fine.

Council Member Betcher stated she liked the Prairie Fire development as she felt it broke up the space better. She explained it was nice to not have the typical apartment complex look centered around a parking lot. Ms. Betcher liked having more green space around the outsides and the buffer between the buildings and the houses on Wilmoth. Ms. Betcher mentioned she was not a big fan of the architecture because it reminded her of other low-income housing developments that she had seen in the past that were built in the 70's or 80's. She felt the MVAH design looked like a standard apartment complex that is currently already around Ames.

Council Member Beatty-Hansen commented that she would tend to agree for a lot of the same reasons as Council Member Betcher. She pointed out that the neighborhood preferred the design of the Prairie Fire development better than MVAH. Ms. Beatty-Hansen commented that there is something to say for the numbers of units-per-dollar, but she felt the Council needed to go with a design that fit the neighborhood.

Council Member Martin stated it was a close call between both proposals. He noted it felt that MVAH was a little less risky, but he was not sure how to quantify that. He appreciated the attention that Prairie Fire had given to Tripp Street and the future development across Tripp Street. Mr. Martin pointed out that the Council has a goal to develop a Beautification Master Plan for the City; the Council should keep that in mind when moving forward.

Council Member Corrieri stated that her first instinct was to go with MVAH because there are more units and they have been talking about the need for more affordable housing. She could go with either one, but is more familiar with Prairie Fire. She appreciated the neighborhoods' input on their choice of Prairie Fire and understands the reasoning behind their choice. If she had to pick, she would choose MVAH because she felt there would be more of an impact toward the Council's affordable housing goals.

Council Member Junck noted that she was torn between the two developments. The number of units that MVAH will provide is important to meeting the City's affordable housing needs in the community, but she did like the site layout of Prairie Fire. She appreciated how the developer with Prairie Fire designed it around Wilmoth and Tripp Street. Ms. Junck believed it would fit better with the aesthetics of the neighborhood.

Council Member Gartin stated there is a lot to like about both complexes. He noted that this is an opportunity for the Council to address affordable housing that the City has not had before. Mr. Gartin pointed out that this is a once in a lifetime project. There is a shortage of apartments for affordable housing units. He explained that the Council will be deciding about whether people are able to live in Ames or not. Council Member Gartin stated if it was a closer call between the numbers, he could "flip a coin," but that is not the case. The City actually has an opportunity to make a larger impact on a population that needs to be represented. He also pointed out that the tax revenues would be beneficial to the City, so he would lean more towards MVAH.

Council Member Betcher wanted to make sure she that was interpreting the plans correctly. She stated the MVAH plan had virtually no green space for children to play, but Prairie Fire does incorporate a play space and more green space for families to be outdoors. Director Diekmann mentioned that the MVAH plan has a "tot lot" in it, but otherwise the amount of green space is not there. It was explained that staff is planning a pocket park across the street for this subdivision. Ms. Betcher stated if families were to live in the area, it would be nice to have an area to play outside instead of just a parking lot.

Mayor Haila asked Ms. Baker-Latimer to mention the need/demand for affordable housing in Ames. Ms. Baker-Latimer stated it is the expectation that the units will be filled quickly. She noted that there have been a few units that had opened throughout the years, but those units were mostly geared toward students. There has never been a concentration of helping low-income families find more units. She has heard from the Housing Authority that there are a lot of families who are using their vouchers, but unable to find anything within Ames. They see the numbers on paper and anticipate the need is still out there, but she is not sure what will happen in the next few months with COVID-

19 and the economy. Other non-profits agencies are concerned if families can't find housing in Ames, they may lose their voucher or find somewhere to live outside of Ames.

The Mayor wanted Ms. Baker-Latimer to comment about Council Member Betcher's statement about the importance of open green space. Ms. Baker-Latimer mentioned she felt it was important, but the City has increased the amount of recreational opportunities for the neighborhood.

Mayor Haila questioned if there was any flexibility to change the exterior of the design on Prairie Fire. Director Diekmann mentioned that he wanted to point out that open space is abundant in the area as there are several public amenities, and there is open space to the south with College Creek. He noted that in terms of working with a developer it was very clear with MVAH and Prairie Fire that they look at the development as a partnership. They have a concept that they can market in the City and get competitive scoring with IFA, but there are some things the developers are willing to talk about regarding making things better for the community. He is not sure about completely changing the architecture, but is sure the developers would be willing to talk about it.

Ex-officio Whitlock stated she would agree with what Council Members Corrieri and Junck had stated. MVAH will provide significantly more homes for the community. She noted that the City of Ames provides plenty of parks and activities for the community, and if the families want to go outdoors, there are a ton of parks in Ames.

Council Member Martin commented that he noticed there were balconies on the Prairie Fire design, but not on MVAH. He noted that it felt meaningful to him that the outdoor space within a unit could help change the living experience and is a valued feature.

The Mayor opened the public hearing.

Julia Sager, 429 Hilltop Road, Ames, thanked City staff for making time to explain the proposal scoring and what went into making those choices. She wanted to summarize a letter that was previously sent to the Council. The letter stated that the neighborhood group felt that the proposal that best fit the neighborhood was Prairie Fire. They agreed that the concept best aligned with neighboring parties in aesthetics and desirable site layout. The neighborhood believed Prairie Fire offered a better quality of life for all stakeholders by offering an enhanced lifestyle through lower density, more green space for the families who live there, and less of the apartment style parking lot look. The way the design faces Tripp Street makes the design seem more integrated into the neighborhood. The group appreciated the developer's interest in green issues, health and well-being, and a strong focus on a thorough management of the apartments. The neighborhood hoped that the concept design process would allow for a little refinement of the exterior look to best fit the neighboring community and would be true to the rendering by having adequate mixed landscaping, plain green space areas, and if a community garden area could be put in, it would be appreciated. The letter was sent to the Council and signed by Ellen Herman and Joanne Pfeiffer. Ms. Sager stated that she had to zoom in on the picture of the development to see that it was brick below and siding above on the exterior of the property. She thought it would be okay as long as there were some minor

changes to the colors. She appreciated that the Council wants to maximize the number of units for affordable housing, but as a parent of six children, she thought the Council might be missing something about MVAH providing a quality living environment, specifically, for families with children under the age of ten. Any kids under the age of ten can't go across the street to play at the pocket park or ride their bikes to Franklin Park; however, the kids can go play in their backyards with other neighborhood kids. She noted that the sense of community that the families will have would be priceless. Ms. Sager mentioned a big parking lot would not be beneficial for a smaller child to be outside and could be considered a safety hazard.

Tony Ramey, 425 Hilltop Road, Ames, said that he and his wife Debbie are in favor of the Prairie Fire proposal. He noted that it looks like the Council would be looking at quantity with MVAH and quality with Prairie Fire, and the Council needs to decide which one it wants to emphasize when making a decision. Mr. Ramey mentioned that, not surprisingly, the neighborhood is pushing for the direction of quality with the extra green space. He thought it would be better to have the higher quality of the 36 units opposed to the lower quality of the 50 units. Mayor Haila asked to clarify if Mr. Ramey referred to the higher quality as regarding quality of life or the quality of construction. It was noted that Mr. Ramey meant it would be a better quality of life. Mr. Ramey mentioned they did have some concerns about the roof style on Prairie Fire.

Sharon Stewart, 437 Hilltop Road, Ames, stated she had been a part of this discussion since she moved to the neighborhood seven years ago. She noted that it is important to consider the people who are going to be joining the community/neighborhood. Ms. Stewart mentioned that she understands the need for more housing, but also knows that there are many instances where low-income housing has been turned into a place where you want to get out of as soon as you can. There is a long history of low-income housing not considering people. The biggest difference that she saw between the two plans was the consideration of the people who would be living there, and she felt that Prairie Fire really considered that aspect a lot more. Ms. Stewart stated when there is parking behind the property, people will come and go, but with open space the neighbors have a chance to meet each other. She noticed the balconies and thought it was a nice feature. She had a family member who had lived in low-income housing and doesn't wish that on anyone. Ms. Stewart is in favor of the Prairie Fire design. She would like to see affordable housing all throughout Ames.

Mayor Haila closed public comment.

Council Member Beatty-Hansen noted what Ms. Stewart had said resounded with her and the Council should be thinking of having more chances than this one time. Ms. Beatty-Hansen stated that if this was the only chance the Council had; the better the Council does with this project and the better it fits in the neighborhood, the better chance they will have to do more in other areas in Ames.

Council Member Gartin stated there is a reason the City doesn't have these types of projects all over town, and it's because the City doesn't have control over the development. He noted the City may not have an opportunity like this one for a long time, and he doesn't want to give a false expectation that these kinds of projects are right around the corner. Mr. Gartin mentioned, in his six years on City

Council, this is the first time the Council has had a chance to do something like this. He is excited for the project and hopes the Council makes the most of the opportunity. Council Member Betcher mentioned that she kind of agrees with Mr. Gartin, but there is still the question of what “making the most of the opportunity” means. She commented that she felt the quality of life is important regardless of a person’s economic status. She thinks of the families with little kids and wants to have them be able to play in a backyard. Ms. Betcher mentioned that to her it means they are doing the right thing for the quality of life in Ames. The Council shouldn’t lose hope that it could do something else, somewhere else in the future if this project goes well. Mr. Gartin stated there are similar densities in terms of the land all over Ames. Mr. Gartin noted that staff had indicated that there is plenty of green space and parks around the area. He stated there is not an opportunity to have the perfect project and they need to balance. He noted that as Ms. Baker-Latimer pointed out earlier that the City of Ames has the need for affordable housing and there will be families that won’t get to live in Ames. He commented that this is an opportunity to have workforce housing in the community and the Council may forfeit these over characteristics that he thinks are not fair. Mr. Gartin felt the Council should maximize the number of families they can help.

Council Member Gartin explained that the Council sets goals for a reason, and there are a lot of different housing areas in the community that range in levels of amenities. He believed this is a unique opportunity that the City of Ames will probably not see again for many years and hopes the Council will take advantage.

Moved by Betcher, seconded by Martin, to adopt RESOLUTION NO. 20-570 to pursue the Prairie Fire Development Corporation as partner for the LIHTC application and development of the site at 321 State Avenue with affordable multi-family housing and directing staff to prepare an Agreement.

Council Member Gartin stated the Council needs to speak for the people who will be living in the housing and go with the MVAH option. Council Member Betcher stated she would counter that and say that they are trying to speak for those people and their quality of life.

Council Member Martin stated they all agreed on the Council Goals and this is where they will sort out that the goals are not 100% compatible all the time; there will be some trade-offs.

Council Member Beatty-Hansen commented that by considering affordable rental on the parcel is the Council’s attempt to address the need; it is about compromise as well.

Council Member Martin stated one benefit the City will have is the new federal income from the HOME program. This is a way to use that money to benefit the community, but there is other income from the program.

Council Member Gartin wanted to know when the last time was the City had an opportunity to do a multi-family housing project. Ms. Baker-Latimer stated they have not done a development before as a City, but they administered the Section-8 program. The City offered a first-time homebuyer program. Mr. Gartin asked Ms. Baker-Latimer how long she has worked for the City. She

commented that it had been over 38 years. Mr. Gartin stated that is his point, and they need to think long term.

Roll Call Vote: 4-2. Voting Aye: Beatty-Hansen, Betcher, Junck, Martin. Voting Nay: Corrieri, Gartin. Resolution declared carried, signed by the Mayor, and hereby made a portion of these Minutes.

Mayor Haila inquired what the next steps would be. Ms. Baker-Latimer stated they will be making sure the design meets the requirements of the development and if there is anything that could be enhanced. They will also be working on getting an Agreement done in time to allow additional public input before the City has to submit the application to IFA. The application has to be submitted by March 2021.

DOMANI SUBDIVISION, FIRST ADDITION: Planning and Housing Director Kelly Diekmann pointed out that there were two actions tonight. He stated the Council would be approving a Development Agreement and the Final Plat. Staff had addressed the interest of phasing as well as protecting the City during the construction activities that will occur on City property. City Manager Schainker wanted to confirm that the Development Agreement had been signed. Director Diekmann confirmed that it was along with the letter of credit.

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

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 20-571 approving the Development Agreement for the Domani Subdivision, First Addition.

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

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 20-572 approving the Final Plat for the Domani Subdivision, First Addition.

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

AIRPORT MASTER PLAN: Traffic Engineer Damion Pregitzer stated that on September 22, 2020, the City Council approved the draft Airport Master Plan. The Plan was made available for a 30-day public comment period, and there had not been any public comments. Once adopted, staff will submit the final Plan to the Federal Aviation Administration (FAA) for their approval of the Aviation Forecast and Airport Layout Plan.

The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 20-573 approving the Airport Master Plan.

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

Council Member Corrieri left the meeting at 7:28 p.m.

HEARING ON PROPOSED TEXT AMENDMENTS REGARDING THE NEW FLOOD PLAIN MAPS, UPDATED DEFINITIONS, AND AMENDED TERMINOLOGY USED IN CHAPTER 9 OF THE *AMES MUNICIPAL CODE*: Planner Justin Moore stated that the process was initiated by the Federal Emergency Management Agency (FEMA) and the Department of Natural Resources (DNR) in 2018. In March 2019 City staff mailed notices to all property owners with properties currently within the floodplain or new properties coming within the new boundaries of the floodplain to make sure all property owners potentially affected by the update were aware of what was happening. A public comment and review period began in January 2019 and ended December 2019. Mr. Moore explained that staff did appeal a floodplain expansion around Ada Hayden Lake and FEMA reviewed the appeal and granted the appeal to have the boundaries reduced.

One additional area that did not match the existing conditions was in south Ames in the Teagarden drainage area. The City is pursuing a map amendment to remove the piped area from the flood plain. If granted, that would remove a sizable amount of floodway and floodplain in the Crystal and Jewell Street area. This will not be part of this map update and will come as a separate Map Amendment at a later time.

Council Member Betcher explained the Council gets a lot of complaints from neighbors about water backup in the Teagarden area. She wanted to know if it was beneficial for the property owners to be included in the FEMA floodplain map or to not be included on the map. Mr. Moore stated that the process the City is going through with the letter and map amendment will address the portion of the former creek; most of the north half of the Teagarden area is already piped to the City's storm sewer system. It would adequately address the properties that would be in the floodplain. They want to eliminate any unnecessary floodplain areas.

Mayor Haila asked if any of the minor changes to the map have had any effect on the Ames 2040 Plan. Planning and Housing Director Kelly Diekmann stated "no," as the extent of the changes was very minimal.

Mayor Haila asked if adopting these changes would have any adverse effect on property values. Mr. Diekmann stated he is unable to judge if it is an adverse value; however, lending institutions will want to know if a property is in the floodplain, and the property owner is obligated to carry floodplain insurance. He noted if a property was not previously in the floodplain area and will now be due to the change they will have to obtain floodplain insurance. It was noted that 70 properties were being changed and a reminder notice had been sent to the property owners. Mayor Haila inquired if any property owners had any comments after getting the reminder notice. Mr. Moore mentioned that he did receive a couple inquiries and the majority of the questions were about how

the change would affect its property insurance. He advised them to contact their insurance company to find out how it would affect them.

Mayor Haila pointed out that FEMA generated the map changes. Mr. Moore stated that was correct and anyone who wanted to appeal its findings had the avenues to do so, but if no one appeals, the boundaries will go into effect. Director Diekmann stated that the program is an opportunity for the people of Ames to take advantage of flood insurance. To take advantage of the federal subsidized flood insurance there has to be regulations applied to the property. Mr. Diekmann noted another aspect of the Ordinance is that nonconforming buildings, at a certain time when improvements are made to them, will need to be brought into conformity for flood protection.

Council Member Gartin asked how many residential properties were now subject to the flood insurance requirement that were not previously required. Mr. Moore stated he doesn't have an exact count on the number of residential buildings, but the new properties that are being added were mainly non-residential except for one or two. Mr. Gartin stated that the federal government is gradually stepping away from the subsidy for flood insurance. This will become extremely expensive for homeowners who have to maintain the insurance, and as a result, it will have a dramatic effect on property values. He pointed out that these adjustments are going to happen periodically, but there is nothing the City can do.

The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Gartin, seconded by Martin, to pass on first reading an ordinance regarding the new Floodplain Maps, updated definitions, and amended terminology used in Chapter 9 of the *Ames Municipal Code*.

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

HEARING ON ZONING TEXT AMENDMENTS REGARDING THE EXTENSION OF BUILDING FEATURES INTO REQUIRED SETBACKS: Mayor Haila opened the public hearing and requested to have the hearing continued to November 24, 2020.

Moved by Martin, seconded by Betcher, to continue the hearing on November 24, 2020, for the Zoning Text Amendments regarding the extension of building features into required setbacks.

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

HEARING ON THE ENVIRONMENTAL INFORMATION DOCUMENT FOR THE NORTH RIVER VALLEY WELL FIELD AND PIPELINE PROJECT: Water & Pollution Control Assistant Director Neil Weiss stated that on April 23, 2019, City Council had issued a Notice to Bidders for the North River Valley Well Field and Pipeline Project. The bids that were received were over the engineer's estimate by 34%, and on June 11, 2019, the Council rejected all bids. Since the rejection of bids, staff had moved the funding for the project construction to the Drinking Water State Revolving Fund (SRF) program. Mr. Weiss noted that the Environmental Information Document (EID) is part of the SRF process and just one component of the

environmental review of the SRF process. The overall conclusion of the EID is the project will have no significant environmental impact. Mr. Weiss pointed out that, on Pages 2 and 3 of the Iowa State Revolving Fund Environmental Information documents, it shows that the Iowa Department of Natural Resources (DNR) reached out to about 40 different state local agencies and no adverse comments were received from the agencies. A Phase 1 Archeological Investigation of the proposed project area is currently underway and the results from the Investigation will be submitted to the State Historical Preservation Office for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse effect on historic properties” can be appropriately reached with or without mitigation. Mr. Weiss let the Council know that the U.S. Fish and Wildlife Service Section 7 Technical Assistance website consultation determined, and the Iowa DNR Conservation and Recreation agreed, that the project will not impact threatened or endangered species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats.

The Mayor opened public comment. It was closed when there was no one wishing to speak.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 20-574 authorizing the Mayor to sign the IDNR Environmental Information Document on behalf of the City of Ames.

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

HEARING ON THE UNIT 8 BOILER REPAIR: The public hearing was opened by the Mayor. He closed the hearing after no one asked to speak.

Moved by Junck, seconded by Betcher, to accept the report of bids and delay the award of a contract. Vote on Motion: 5-0. Motion declared carried unanimously.

HEARING ON THE BAKER SUBDIVISION GEOTHERMAL HEAT PUMP SYSTEM: The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Beatty-Hansen, seconded by Junck, to accept the report of bids and delay the award of a contract.

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

HEARING ON AMENDED MAJOR SITE DEVELOPMENT PLAN, WHICH IS PART OF THE INTEGRATED SITE PLAN FOR 3619 STANGE ROAD: Director Kelly Dickmann mentioned this was a Minor Amendment. The Council had approved the development of the coffee shop two months ago. The developer had made some small changes to its layout and decided to ask for an increase in the square footage. Staff is recommending approval as the overall layout does not change and it is a minor adjustment to what was already approved.

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

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 20-575 approving the Amended Major Site Development Plan, which is part of the Integrated Site Plan for 3619 Stange Road, with stipulations.

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

ORDINANCE REPEALING CERTAIN URBAN REVITALIZATION AREAS (URA), EFFECTIVE 12-31-20: Planning and Housing Director Kelly Diekmann stated this item is the implementation of the directive that staff received from the Council back in August to help clean up some of the Urban Revitalization Areas. They are ending areas where they had already intended to end either through repeal or adding sunset clauses. All the areas are listed, and it will be one ordinance that combines the changes.

Council Member Betcher asked about the Crawford situation with the two outstanding properties that have not applied. She wanted to know if those units were not currently occupied, but wanted to know what the situation is that postdating the URA to 1-2-21 would address the issue. Director Diekmann explained the Plan originally meant for it to end this year, but to functionally allow that to happen it has to be effective until January 2, 2021, to allow the last two people time to fill out the paperwork. He does not know the status of each unit and why they had not filed the paperwork.

The Mayor opened public comment. There was no one wishing to speak.

Mayor Haila mentioned that he didn't see The Crawford at 415 Stanton Avenue on the Agenda. The Mayor noted that the Agenda did not list the 415 Stanton Crawford School Urban Revitalization Area established 06-12-18 by Ordinance No. 4357. Director Diekmann explained they bulleted out seven URAs in the Staff Report and the Draft Ordinance has the seven listed. He noted there was no notice required. Mayor Haila asked for City Attorney Mark Lambert's opinion as the 415 Stanton Crawford School Urban Revitalization Area is noted in the Staff Report and on the draft Ordinance, but not on the Agenda. Attorney Lambert explained that he doesn't view it as a notice problem because even though it is not specified on the Agenda, it is on the Council Action Form and in the Ordinance. It was just an oversight to not have it on the actual Agenda. Mr. Lambert felt there was enough notice to still make it valid. Director Diekmann mentioned they can make sure it is added into the Agenda for the second reading. Council Member Betcher wanted to know if there will be an opportunity at the second reading for anyone to speak about that aspect of the Ordinance. Attorney Lambert explained that normally they don't allow that, but it is the Mayor's discretion if he wants to allow public input on the second reading or not. Mayor Haila explained that given that it is shown in the Staff Report and the draft ordinance, it just happened to not be on the Agenda. Mayor Haila asked Director Diekmann and Attorney Lambert if they felt there was adequate notice given to the public, so they are not concealing anything. Attorney Lambert confirmed that was correct and Director Diekmann deferred to the City Attorney. Director Diekmann wanted to point out that in this case the deadline was already in the Plan, so the property owners shouldn't expect any longer period of time to apply than what is already there; the Ordinance is memorializing what was expected to be the end date already. Mayor Haila inquired for the record if a motion is made for Alternative #1,

instead of reading each one off, would that be adequate for the record. Attorney Lambert stated that would be fine as it is in the Council Action Form.

Moved by Martin, seconded by Beatty-Hansen, to approve Alternative #1 as stated in the Council Action Form; to pass on first reading an Ordinance repealing the following Urban Revitalization Areas, effective 12-31-2020 for each of the following:

- a. South Lincoln “Sub-Area”/Neighborhood Urban Revitalization Area, established 09-23-03 by Ordinance No. 3733
- b. 405 & 415 Hayward Avenue Urban Revitalization Area, established 11-20-2007 by Ordinance No. 3932
- c. 517 Lincoln Way Urban Revitalization Area, established 02-24-2015 by Ordinance No. 4209
- d. Roosevelt School Site and City of Ames Park 921 9th Street Urban Revitalization Area established 11-12-2013 by Ordinance No. 4162, and Program Policy established by Resolution No. 13-265

And effective 01-02-2021 for the following:

- a. 415 Stanton Crawford School Urban Revitalization Area established 06-12-2018 by Ordinance #4357

And additionally, by establishing a sunset date of 12-31-2021 for each of the following:

- a. Walnut Ridge, 3505 and 3515 Lincoln Way Urban Revitalization Area, established 04-26-16 by Ordinance No. 4254
- b. 2700, 2702, 2718, and 2728 Lincoln Way; 112 and 114 South Hyland Avenue; and 115 South Sheldon Avenue Urban Revitalization Area, established 12-13-2016 by Ordinance No. 4284

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

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila stated that the first item was an email from Lawrence Cunningham regarding traffic concerns in the South Campus neighborhood.

Moved by Betcher, seconded by Beatty-Hansen, to request a memo from Damion Pregitzer, Traffic Engineer, regarding what the situation is and reviewing the possibilities for future action.

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

The second item was a letter (and artwork) from Camden Boeve requesting a mini playground at Bel Air Circle.

Moved by Martin, seconded by Betcher, to refer the request for a mini playground at Bel Air Circle to staff.

City Manager Steve Schainker recommended writing to the individual to let them know that this would be an ideal case for the Neighborhood Improvement Grant program. Mayor Haila mentioned that he will also send Mr. Boeve a note to thank him for taking the time to write a letter to the

Council and Mr. Schainker will write a letter regarding the Neighborhood Improvement Grant program.

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

Mayor Haila mentioned that the third item was a letter from Byron and Beverly Schulke regarding concerns about the parking lot on the east side of Lot 19 in Somerset, 13th Addition. City Manager Schainker recommended asking staff for a memo.

Moved by Gartin, seconded by Martin, to ask staff for a memo on Mr. and Mrs. Schulke's letter regarding concerns with the parking lot in the Somerset Addition.

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

The fourth request presented before the Council was the Child Care Task Force final report and recommendations and memo from Wendy Wintersteen, ISU President. City Manager Schainker asked Assistant City Manager Schildroth if any action was needed. Ms. Schildroth noted that it was something to keep in mind in regarding the recommendations as the City moves into the next fiscal year ASSET process. She noted that one of the recommendations that will be in the budget report was to transition the Comfort Zone, a daycare service for mildly ill children. The Comfort Zone has been in place for many years and is not heavily utilized and is required to have a nurse available in case there are children that are ill. It is being recommended to transition the Comfort Zone to an infant or toddler room to help address the waiting list that the United Church of Christ (UCC) has. UCC has reached out to the ASSET funders asking what the process is to reallocate dollars from the Comfort Zone to another process. Ms. Schildroth noted it was about \$1,100 that may be coming in front of the Council. She noted that one of the big issues prior to the pandemic was capacity, the majority of the daycare agencies had waiting lists, but not funds to expand its services.

Council Member Gartin stated this was prepared prior to COVID-19 and asked if there was an increase in childcare services due to the pandemic. Ms. Schildroth stated it has fluctuated and that is due to several factors; changes to school schedules, kids staying home, work schedules, etc. Ms. Schildroth is anticipating a lot more changes to childcare needs.

The first item was an email from Jean and Dean Prestemon and Damion Pregitzer, City Traffic Engineer regarding traffic safety concerns from residents on Delaware Street near North Dakota Avenue.

Moved by Martin, seconded by Betcher, to refer the email from Jean and Dean Prestemon to Damion Pregitzer, Traffic Engineer for a memo.

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

The Mayor explained the last item was a memo from Duane Pitcher, Finance Director giving notification about the Economic Development Assistance Agreement with Vertex Software, LLC.

City Manager Schainker stated no action is needed tonight as the memo stated that the action was rescinded by the State and no further action is needed by the City.

COUNCIL COMMENTS: Council Member Martin explained that Mr. Schainker had sent the Council information from Ideal Energy, who is working on the Solar Farm, about the connection fees, and inquired if Mr. Schainker needed the Council to do anything. Mr. Schainker stated that the City's current fee schedule does not contemplate solar farm rates. Staff is currently working on a fee schedule. He noted that it may require the Council to take some swift action on a staff recommendation to change/add to the fee. Staff is working with other cities to see what they are doing for a fee schedule. It will be brought back to Council to approve any changes/additions to the fee schedule.

Council Member Gartin stated he had sent the Council a note indicating his interest in hearing about how things were going with finances CyRides budget.

Moved by Gartin, seconded by Betcher, to invite the Director of CyRide to meet with the Council to discuss the fiscal status of CyRide prior to the end of the year.

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

Council Member Junck reminded people to go vote on November 3, 2020, and exercise their civic duty.

Council Member Betcher reminded people to wear a mask when going to vote. She also wanted to remind everyone of the upcoming Symposium on Building Inclusive Organizations in November and to contact Vanessa Baker-Latimer to get registered.

ADJOURNMENT: Moved by Gartin to adjourn the meeting at 8:07 p.m.

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor

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:	October 2020	
For City Council Date:	November 10, 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	2020/21 CDBG Improvements (Baker Subdivision)	1	\$1,317,872.65	Con-Struct, Inc.	\$0.00	\$(4,750.00)	T. Peterson	MA
Public Works	2018/19 Water System Improvements (Burnett, Murray)	3	\$1,194,492.10	Keller Excavating, Inc	\$78,589.00	\$(5,430.06)	J. Joiner	MA
Electric Services	Storm Repair Construction Services for 161 KV Line	2	\$160,500.00	Hooper Corporation	\$133,750.00	\$5,356.67	D. Kom	KS
Electric Services	Engineering Services for Compliance with the US EPA's Coal Combustion Residuals (CCR) Standard	7	\$30,710.00	SCS Engineers	\$431,100.00	\$41,585.00	B. Phillips	JN
			\$		\$	\$		
			\$		\$	\$		



MEMO

Item No. 6

To: Mayor John Haila and Ames City Council Members
From: Lieutenant Tom Shelton, Ames Police Department
Date: October 7, 2020
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for November 10, 2020 includes beer permits and liquor license renewals for:

- Class B Native Wine Permit with Sunday Sales - Chocolaterie Stam, 230 Main Street
- Class B Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Country Inn & Suites Ames, 2605 SE 16th Street
- Class C Liquor License with Sunday Sales - Time Out-Ames, 120 Kellogg Avenue
- Class C Beer Permit with Class B Wine Permit and Sunday Sales - Swift Stop #8, 705 24th Street

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.

- Class E Liquor License - AJ's Liquor III, 2401 "A" Chamberlain Street
- Class C Liquor License with Outdoor Service and Sunday Sales - Outlaws, 2522 Chamberlain Street

A review of police records for the past 12 months found 3 liquor law violations for AJ's Liquor III located at 2401 Chamberlain. One subject was found to have an ID that belonged to a friend and was cited for being underage on premises. For the other two cases, both individuals were found to be underage and were escorted from the premises.

A review of police records for the past 12 months found 2 liquor law violations for Outlaws located at 2522 Chamberlain St. One subject was found to have a fake Missouri

license and was cited for being underage on premises. For the other case, officers found a subject who was underage, and the individual was escorted from the premises. Records indicate representatives of AJ's Liquor III attended the summer 2018 bar meeting but missed the spring 2019 bar meeting.

Records indicate representatives of Outlaws attended the summer 2018 and 2019 bar meetings.

The Police Department will continue to monitor the above locations by conducting regular foot patrols, bar checks and by educating the bar staff through trainings and quarterly meetings. The Ames Police Department recommends renewal of licenses for the above businesses.

COUNCIL ACTION FORM

SUBJECT: FILES MANAGEMENT SYSTEM UPGRADE

BACKGROUND:

The City Clerk's Office utilizes the Files Management System (FMS) for electronic storage and retrieval of official and historical City documents. The System was custom-designed by a local programmer in consultation with the City Clerk to include many functions that allowed for increased efficiencies in records management, but were not available in any commercial software. Operational since 1999, its initial cost was \$3,000. Significant upgrades to the System have been made throughout the past 22 years to allow access within a few seconds to all official records on file in the City Clerk's Office by all authorized users.

In 2008, the local programmer called upon his business partner Bruce Thompson d/b/a Action Information Systems to adapt the System to cloud technology and to ensure compatibility with previous versions. Due to changes to City computer security and operating systems as well as advancements in technology, an upgrade is now needed to the City Clerk's FMS. As part of the upgrade, an information bank, which is new class of digital storage designed by Action Information Systems will be deployed. **Since Action Information Systems custom-designed the past upgrades and the new digital storage bank and is intimately familiar with the workings of the System, it will be the most cost- and time-efficient to have them make the needed changes.**

Because the system was custom designed to meet the needs of City Clerk's offices, it offers functions not found in any other universal records retrieval software. A very detailed evaluation with required tasks to be performed by the programmer, the task time lines, and an estimated budget has been completed. There are over 750,000 files to be extracted and converted. This extraction is guaranteed and included in the cost of the FMS upgrade. The upgrade also allows for additional revisions if the City's operating system changes in the future.

Without FMS, the City Clerk's Office could not offer the timely and accurate service that our internal and external customers depend on. There are currently 56 employees from other City departments authorized as users of FMS. Because FMS was custom built for the City, no license fees are charged to user departments. The upgrade includes a customized information "bank," which provides ultimate protection of the data. The cost of the upgrade is far less than adding personnel to assist in document retrieval or maintenance. In addition, there will be reduced demand placed on the City's IT Division (no server space or staff time to install software).

The cost of the upgrade is \$71,625. The City Clerk's Office has salary savings from staff vacancies (1.5 FTEs) in the City Clerk's Office over the past eight months to fully fund the cost of the upgrade.

ALTERNATIVES:

1. Waive the City's Purchasing Policies and approve a sole source contract with Action Information Systems of Golden, Colorado, for upgrading the City Clerk's Office Files Management System in the amount of \$71,625.
2. Do not approve a waiver of the City's Purchasing Policies or a sole source contract for upgrading the City Clerk's Office Files Management System.

CITY MANAGER'S RECOMMENDED ACTION:

An upgrade to the City Clerk's Office FMS is necessary to allow it to function efficiently and accurately. An average of 1,026 document searches are run per month through the System by City Clerk's staff and employees of other City departments. Therefore, the system is crucial to continue efficient and accurate operations in the City Clerk's Office and provide the best service to internal and external customers.

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

COUNCIL ACTION FORM

SUBJECT: MODIFICATIONS TO FY 2020/21 CAMPUSTOWN ACTION ASSOCIATION CONTRACT DUE TO COVID-19

BACKGROUND:

The City has an outside funding contract with Campustown Action Association (CAA) for FY 2020/21, which was approved in spring 2020 in the amount of \$35,168. CAA is requesting modifications to this contract due to the COVID-19 pandemic. The contract contains the following tasks for CAA to complete between July 1, 2020 and June 30, 2021:

Drawdown Schedule:

<u>Task</u>	<u>Date</u>	<u>Amount</u>
-Plan and host two fall events	Oct. 2020	\$ 11,000
-Plan and execute Summerfest in Campustown	June 2021	\$ 8,000
-Recruit outside organizations to host events in Campustown	Jan. 2021	\$ 2,418
-Coordinate activities to clean up and beautify Campustown (Part 1)	Dec. 2020	\$ 3,500
-Serve as a point of contact regarding Campustown public policy issues and inform property owners and tenants about policy changes, construction projects, and other issues that may affect Campustown	June 2021	\$ 3,750
-Coordinate activities to clean up and beautify Campustown (Part 2)	June 2021	\$ 3,500
-Promote the Campustown Façade Grant program and provide a report to the City regarding the potential to expand the program	Feb. 2021	\$ 1,000
-Serve as a point of contact for special events occurring in Campustown, whether organized by CAA or others	June 2021	\$ 2,000

On April 28, 2020, the City Council approved a carryover in the amount of \$11,000 from CAA's FY 2019/20 contract into FY 2020/21. This carryover was approved for two activities required under the FY 2019/20 contract that could not be completed due to the COVID-19 outbreak. These were tasks to host Summerfest (\$8,000) and coordinate spring Campustown clean-up (\$3,000). These funds will be added to the 2021 Summerfest and Spring 2021 Beautification tasks called for in the original FY 2020/21 contract. These carryovers bring the FY 2020/21 total payable to CAA to \$46,168.

On October 14, 2020, CAA submitted a letter to staff indicating its intention to cancel the two fall events called for in the FY 2020/21 contract (attached). CAA proposes four alternative tasks to allow it to draw down the \$11,000 assigned to these fall events. The proposed alternative tasks are:

1. Serve as a point of contact for Campustown businesses regarding COVID-19 resources (\$2,000 in Fall 2020, \$2,000 in Spring 2021)
2. Host Tricks & Treats Drive-Thru Event as an alternative, low-contact option for community members (\$2,000)
3. Introduce gift card program to encourage community to shop locally in Campustown (\$3,000)
4. Plan and execute Fridays Around Campustown in Spring 2021 (\$2,000)

With these modifications, the revised tasks to be undertaken by CAA in FY 2020/21 would be (changes in highlight):

Drawdown Schedule:

<u>Task</u>	<u>Date</u>	<u>Amount</u>
-Host Tricks and Treats Drive-Thru Event	Oct. 2020	\$ 2,000
-Serve as point of contact for Campustown businesses regarding COVID-19 resources (Part 1)	Nov. 2020	\$ 2,000
-Coordinate activities to clean up and beautify Campustown (Part 1)	Dec. 2020	\$ 3,500
-Recruit outside organizations to host events in Campustown	Jan. 2021	\$ 2,418
-Promote the Campustown Façade Grant program and provide a report to the City regarding the potential to expand the program	Feb. 2021	\$ 1,000
-Develop Gift Card program to encourage shopping locally in Campustown	April 2021	\$3,000
-Serve as a point of contact regarding Campustown public policy issues and inform property owners and tenants about policy changes, construction projects, and other issues that may affect Campustown	June 2021	\$ 3,750
-Coordinate activities to clean up and beautify Campustown (Part 2)	June 2021	\$ 6,500
-Plan and execute Summerfest in Campustown	June 2021	\$ 16,000
-Plan and execute Fridays Around Campustown	June 2021	\$ 2,000
-Serve as point of contact for Campustown businesses regarding COVID-19 resources (Part 2)	June 2020	\$ 2,000
-Serve as a point of contact for special events occurring in Campustown, whether organized by CAA or others	June 2021	\$ 2,000

ALTERNATIVES:

1. Approve the revised drawdown schedule for Campustown Action Association's FY 2020/21 funding contract.
2. Modify the proposed tasks in the revised drawdown schedule.
3. Do nothing.

CITY MANAGER’S RECOMMENDED ACTION:

Campustown Action Association has requested to pursue alternative activities as part of its FY 2020/21 funding contract due to the risk of hosting large gatherings during the COVID-19 pandemic. Approving these alternatives will allow CAA to draw down its full allocation of funding for the fiscal year. If this request is not approved, CAA will have to choose to conduct the events outlined in the original contract or forego that funding for this fiscal year.

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

October 14, 2020



Dear Honorable Mayor and Ames City Council Members,

I am writing to you regarding the City of Ames Milestone funding the Campustown Action Association was granted for the 2020/21 FY. With these constantly changing circumstances, CAA made the decision to cancel both of our fall events for 2020. This equates to \$11,000 in funding from the City. The board has voted to submit the proposed alternates (shown in attached document) as a means to fulfill our contract.

Some of these items are already occurring. CAA has worked, and will continue to work, to provide the most timely and pertinent information possible to our Campustown businesses. From participating in the Welcome Home / Cyclones Care campaign to updating the public on revised shop hours, we strive to provide whatever assistance we can to our district businesses during these unprecedented times. The Ames Chamber of Commerce, as well as the City of Ames, have been an excellent source of information to us. As always, we task ourselves with ensuring this information is relayed to those who will most benefit.

CAA is also in the midst of planning an alternate to our Halloween event in the form of a drive through Tricks & Treats event. We hope to provide a low to no contact option for families, especially those who may be uncomfortable with the traditional door-to-door method. Participants will remain in their vehicles, masks will be worn by those staffing the event (and encouraged for those in vehicles) and treat bags will be handed out at the end, limiting close contact. I do apologize for the late ask on this particular item.

The third item is a new program we'd like to introduce. Similar to the Ames Chamber's gift card program, CAA would offer gift cards to Campustown shops and restaurants at a reduced rate. Sponsors will cover the portion of gift card not paid by purchaser. Grant funds would go to setting up the payment system, a delivery mechanism and promotion of the program. Between the construction on Welch, the pandemic, and the changes in the Iowa State schedule, our district is hurting. We hope to encourage the community to shop local this holiday season and help Campustown finish the year strong.

We also plan to move our Fridays Around Campustown event to the spring. No date has been set, but FAC would occur before ISU graduation. This event has previously been held in the fall, which means it was already approved as part of the Fall Events milestone. However, we thought it best to clarify due to the newly proposed timeline.

Finally, CAA plans to use the grant funds carried from 2019/20 (again due to cancellations) for their original purposes. We would add features that are usually outside our funding model, such as more well-known musical artists at Summerfest, or rented equipment for our spring clean-up. I would also like to take the time to mention that Summerfest 2020 was to have been our 10-year anniversary. We would welcome the opportunity to add in some fun features for the community to help us celebrate.

We hope you see these as worthwhile alternates for the grant funds for the 2020/21 FY. Please reach out if any clarification is needed. This has been a tough time on the entire Ames community. We thank you for the time you put in every day and your support of the Campustown Action Association's mission to create a cleaner, safer, more welcoming Campustown district that can be enjoyed by all.

Sincerely,

A handwritten signature in black ink that reads "Karin Chitty". The signature is fluid and cursive, with the first name "Karin" and last name "Chitty" clearly distinguishable.

Karin Chitty,
Executive Director

A handwritten signature in black ink that reads "Xena Jolly". The signature is written in a cursive style, with the first name "Xena" and last name "Jolly" clearly distinguishable.

Xena Jolly,
President, Campustown Action Association

COUNCIL ACTION FORM

SUBJECT: REQUEST TO MODIFY FY 2020/21 ASSET CONTRACT WITH RAISING READERS DUE TO COVID-19

BACKGROUND:

Raising Readers is requesting the City modify its FY 2020/21 ASSET contract allocation by redirecting \$9,119.32 from Thrive By Five to Out of School Learning. Raising Readers is experiencing very limited opportunities to provide Thrive By Five services due to the COVID-19 pandemic and the inability to be in classrooms and daycare settings in person to meet with children. Raising Readers is able to reach some children virtually, but only if the child has the appropriate equipment (computer/electronic device and headphones) and is in a setting where they can be supervised during the reading session. Most preschools and daycares do not currently have extra staffing to manage this.

The Out of School Learning program (also known as the Harrison Barnes Reading Academy) typically sees highest utilization during the summer months to help address the “summer slide.” However, the program is currently seeing a significant demand due to the hybrid school schedules and families needing extra support. The Out of School Learning program has approximately 16 students on a waiting list compared to a normal year that has 2-3 students on the waiting list.

The revised allocations appear in the table below.

Service	Original Allocation	Change	Revised Allocation
Thrive By Five	\$10,937	-\$9,119.32	\$ 1,817.68
Out of School Learning	\$14,666	+\$9,119.32	\$23,785.32
TOTAL	\$25,603	0	\$25,603

ALTERNATIVES:

1. Approve the request from Raising Readers to redirect \$9,119.32 from Thrive By Five to Out of School Learning in the City’s FY 2020/21 ASSET allocation.
2. Do not approve the request.

CITY MANAGER’S RECOMMENDED ACTION:

Raising Readers is adjusting programming as a result of the COVID-19 pandemic. One of its programs, Thrive By Five, is facing limitations due to the in-person nature of

providing the service. Out of School Learning, on the other hand, is in higher demand and provides skill development and support to children and families during times when school schedules and models of teaching are frequently changing.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the request to modify the City's FY 2020/21 contract with Raising Readers as described above.



Proposal: Raising Readers in Story County (RRSC) is requesting a reallocation of ASSET funding from Thrive by Five to Out of School Learning due to COVID.

Rationale: Our Thrive by Five programs which were projected to serve a large number of clients have been adversely affected by the pandemic.

<u>Total Units Served Last Year</u>	<u>Units Currently Serving/ Projected to Serve</u>
3315.7	300

RRSC is still providing programs but due to the pandemic, they are just on a much smaller scale. Numbers are small for StoryPals despite our recruiting efforts. We have reached out to various partner agencies, opened enrollment to the public, have met with preschool principals in Ames, Nevada and Zearing, and communicated with childcare centers. Since RRSC is not able to go to the schools due to COVID, most of our partners are not able to allocate staff to help students with the virtual devices. Step into Storybooks will also be much smaller events due to the social distancing requirements. StoryTime is meeting virtually which has not been well attended.

RRSC will utilize the reallocated Thrive by Five funds in the Out of School Learning category by serving online first graders, additional students in HBRA and students who are currently on our waitlist for HBRA. The online first grade teacher for Ames Community School District reached out to RRSC to inquire about having volunteers work with the first graders on their reading. The

education of this age group of students has been adversely affected by the pandemic. Their Kindergarten year was disrupted in the spring and now their first grade year is being disrupted as well. If RRSC is granted the opportunity to reallocate funds from the Thrive by Five category to the Out of School Learning category, we will be able to help those students as well as other children through our Out of School programming.

RRSC has received a phenomenal response to Out of School programming this fiscal year as we currently have 56 students enrolled in the virtual Harrison Barnes Reading Academy (HBRA). In previous years we have averaged 30 students in our face-to-face school year program of the Reading Academy. If we are able to reallocate funds to continue to serve the increased number of HBRA students and an additional 12 first graders, it brings the total school year students served in Out of School Learning to 68. Additionally, we currently have a waitlist of 16 for the virtual HBRA program versus in a normal year we have a waitlist of 2-3 students and are able to accommodate them by the end of the year. Including this past summer program we will serve 279 students in Out of School Learning; compared to last summer and school year where we served 168. Community response has shown that the need for Out of School Learning is greater this year than in the past as compared to Thrive by Five.

OSL - Out of School
Learning

TBF - Thrive By Five

Units Served

	Projected # of Units This Year (All ASSET funders)	Units Served Last Year (All ASSET funders)
OSL	872.7	605
TBF	327	2087

*Projected Thrive by Five Units are based on StoryPals and LENA Home programming.

As Step into StoryBooks has to completely change due to Covid -19 and is in coordination with other organizations, an estimate is not included.

Approved City Funding

	Amount Approved	Amount Spent	Balance
OSL	\$14,666	\$10,895.88	\$3,770.12
TBF	\$10,937	0	\$10,937

Proposed City OSL Funding

	Requested Amount to be moved from TBF	Current OSL Balance	New OSL Balance	New Units (based on \$107.88/unit)	Projected OSL Units
City	\$9,119.32	\$3,770.12	\$12,889.44	119.5	235

Proposed City TBF Funding

	Amount Left in TBF	New Units (based on \$10.39/unit)	Projected TB5 Units
City	\$1,817.68	175	300

COUNCIL ACTION FORM

SUBJECT: REQUEST TO AMEND FY 2020/21 ASSET CONTRACT WITH BOYS AND GIRLS CLUB DUE TO COVID-19

BACKGROUND:

The Boys and Girls Club began providing extended day club services at the end of August. This was an anticipated response to families needing additional support for youth due to the school district's adjusted teaching models (online and hybrid) and schedules. The extended hours are 7:30am – 6:00pm Monday through Friday. The Boys and Girls Club afterschool program has hours of operation from 3:00pm – 6:00pm Monday through Friday. Youth can attend one or both sessions, however, space is limited in order to safely socially distance.

There have been additional staff costs associated with providing the extended day club and when coupled with the reduced capacity and participation in both programs, the Boys and Girls Club is experiencing challenges with drawing down ASSET funds. Their request for an amendment to the FY 2020-21 City contract entails drawing funds down differently. **The amendment would allow them to bill for two units of service (1 for extended day club and 1 for afterschool club) for those youth who attend both programs in one day. Only 1 unit would be billed when youth attend just one of the programs in one day. This alternate draw down method would be retroactive to September 8, 2020 through the remainder of the 2020-21 school year and only applied on those days that the hybrid learning model is in place.**

ALTERNATIVES:

1. Approve the request to amend the FY 2020/21 contract by authorizing two units to be billed when both programs are attended in one day. This amendment would be retroactive to September 8, 2020 through the remainder of the 2020-21 school year and applied on those days that the hybrid model is in place.

Approving this amendment does not alter the total allocation that is available in the amount of \$116,724.

2. Do not approve the request.

CITY MANAGER’S RECOMMENDED ACTION:

The Boys and Girls Club has been adjusting programming as a result of the COVID-19 pandemic. They have extended hours to help provide extra support to youth and families during times when school schedules and teaching models are frequently changing. Both the extended day club and afterschool program are offered with all health and safety precautions in place which result in smaller numbers of youth being served. In addition to this, there have been additional staff costs to provide the extended hours. Thus, an alternate method of drawing down funds has been requested.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the request to amend the City’s FY 2020/21 contract with Boys and Girls Club as described above.



210 South Fifth Street | Ames, Iowa 50010 | 515.233.1872 | www.bgcstorycounty.org | theclub@bgcstorycounty.org

RE: ASSET funding for Day Club in support of hybrid instruction

November 3, 2020

Dear Ames City Council Members,

I respectfully submit our request for this current year's City ASSET funding to be permitted to apply toward our Day Club program offered at our Ames Club house. At the start of this school year, we launched the Day Club program to offer a safe, affordable location for students to complete their online school instruction under the guidance of trained adult staff. COVID-19 mitigation strategies have been in place from the beginning, including but not limited to face coverings and daily health screenings. This program also provided free lunch and snack, along with Club programming as schedules permitted.

Normally during the school year, we are only open after school until 7pm. The Day Club program is open all day from 7:30am to 6:00pm. This program significantly increased our costs. We are also serving many fewer children per day due to reduced capacity and parental concern over viral spread. As a result, we are unable to draw down all our ASSET funds on a monthly basis. Being able to apply one ASSET unit for a child who attends Day Club, then again who attends after school, would enable us to draw down our ASSET funds and support the increased expenses associated with this pandemic relief measure. The same request has been made of Story County and United Way of Story County.

We are requesting that this be retroactive to the first day of school on September 8th, and be applicable throughout the school year, for days when the Ames School district is in a hybrid learning model. This would not apply to no school days when Club is open such as teach professional days, or winter break.

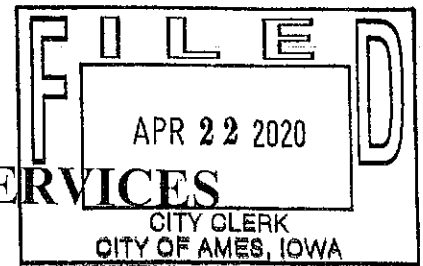
Thank you for your consideration of this request.

Respectfully,

A handwritten signature in blue ink, appearing to read "Erika Peterson", followed by a long horizontal line.

Erika Peterson, CEO

CONTRACT FOR HUMAN SERVICES



THIS AGREEMENT, made and entered into the **1st day of July, 2020**, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and **Boys and Girls Clubs of Story County, Inc.** (a nonprofit corporation or governmental unit organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations, and

WHEREAS, the purchase of these services and facilities⁶ constitutes a public purpose by providing behavioral guidance services to help youth ages ~~18~~ realize their full potential and to achieve health, social, educational, vocational, and leadership development;

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

I PURPOSE

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

II SCOPE OF SERVICES

Provider shall provide the services and facilities to the City of Ames and its citizens as set out in the Provider's 2020/21 ASSET proposal. Attached to and made a part of this Agreement is a copy of the Provider's proposal, which shall be incorporated as Exhibit 'A' to this Agreement. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation Team (ASSET), and unit costs must be consistent between all ASSET funders.

The cost per unit of service shall equal that proposed cost indicated in the Provider's ASSET Budget Forms. In the event that actual ASSET funds or other revenues differ from the Provider's request, the cost per unit shall remain as requested, but the number of units provided shall be adjusted.

The City will be contracting for services at the cost per unit indicated, not to exceed the following amounts:

SERVICE	COST PER UNIT	UNITS	AMOUNT
Social Adjustment & Development Services General Program	\$29.07	4,016	\$116,724

III METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to this Agreement shall be made on a reimbursement basis for services provided in amounts not to exceed those outlined in Section II above.

B. The City will disburse payment monthly on requisition of Provider.

C. Requisitions for disbursement shall be made in such form and in accordance with such procedures as the Director of Finance for the City shall prescribe. Said form shall include but not be limited to an itemization of the nature and amount of services provided, and must be filled out completely.

D. The maximum total amount payable by the City of Ames under this agreement is **\$116,724.00** as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

E. The Provider shall requisition for funds on a monthly basis. If Provider wishes to request disbursement of funds on other than a monthly basis, the Provider must request in writing that an alternate disbursement period be adopted and approved by the Director of Finance for the City. Provider shall have up to 90 days from the date that services are provided to request payment from the City. Any request made by Provider in excess of 90 days after services are provided shall be deemed a waiver by the Provider and the City shall have no obligation to pay for said untimely requests for payment. Failure to request reimbursement in a timely manner shall be grounds for termination of this agreement by the City.

IV FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting or other generally accepted comprehensive basis.

B. All services for which payment is claimed shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. The City-provided claim form shall be completed and include the service name, the unit cost claimed for each service, and the client code where required. A client code shall be required for any service in which the individual has entered the program through a third party referral, intake process, personal application, or emergency response. Exceptions shall include one-time educational sessions, confidential telephone counseling, or where the identity and residency of a person cannot be reasonably determined. The Provider may assign whatever client code it deems appropriate, as long as it can be used to verify the client's Ames or Story County residency and participation in City-subsidized programs of service and/or sliding fee scale.

C. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

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

E. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the use made of monies disbursed hereunder.

F. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records.

G. Monies provided under this agreement shall not be used as matching funds for a grant to fund activities in any county other than Story County.

H. If Provider's annual budget is over \$100,000, within six months of the end of the Provider's fiscal year the Provider shall submit to the City an annual financial audit prepared by an independent certified public accounting firm and a copy of IRS Form 990. If Provider's annual budget is \$100,000 or less, within six months of the end of the Provider's fiscal year the Provider shall submit to the City a copy of IRS Form 990 and a balance sheet prepared externally and independently. Failure to submit documentation in accordance with this section shall result in withholding payments under this contract. If withheld, payments may resume when required documentation is delivered to the City and City staff has had a reasonable period to review it.

I. The Provider agrees to participate in the Clear Impact Scorecard outcomes measurement system, or an equivalent outcomes measurement system identified by the City. The provider shall identify a minimum of one (1) performance measure acceptable to the City, and shall regularly update the outcomes measurement system with the Provider's progress and achievements in relation to such outcome(s). The Provider shall not be entitled to payment from the City under this Agreement if the Provider has not provided updated progress and achievement reports to the City's satisfaction.

V DURATION

This Agreement shall be in full force and effect from and after **July 1, 2020, until June 30, 2021**. The City Council may terminate this Agreement by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. From and after the effective date of termination the City shall have no obligation to pay Provider for any services provided under this Agreement.

VI
DISCRIMINATION PROHIBITED

In accordance with Chapter 14 of the Municipal Code, no person shall, on the grounds of age, race, color, creed, religion, national origin, disability, sexual orientation, sex, or gender identity be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Agreement.

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

CITY OF AMES, IOWA

BY

John Haila
John Haila, Mayor

ATTEST:

Diane Voss
Diane Voss, City Clerk

**Boys and Girls Clubs of Story County,
Inc.**

BY

Erika K. Refuse
Authorized Representative

Organization Address (*please print*):

210 South 5th St.

Ames IA 50010

Print Name:

Erika K. Refuse

Phone Number:

515.233.1872

**AMENDMENT TO
CONTRACT FOR HUMAN SERVICES**

WHEREAS, on July 1, 2020 the City of Ames ("City") and the Boys and Girls Club of Ames ("Club") entered into an agreement whereby the City purchased certain services from the Club through the City's ASSET funding process; and

WHEREAS, the novel coronavirus/COVID-19 pandemic has affected the ability some Ames youth to attend programs at the Club, and has impacted the ability of the Club to provide certain services and therefore has reduced the ability of the Club to draw down ASSET funds on a monthly basis; and

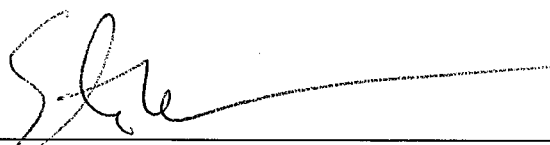
WHEREAS, the Club has requested the ability to draw down two (2) units of service for children who attend both the Day Club program and the afterschool program in one day;

THEREFORE, the parties agree to amend the July 1, 2020 Contract for Human Services between the City and Club as follows:

1. SECTION II, SCOPE OF SERVICES is amended by adding the following language at the end of Section II:
"The Boys and Girls Club of Ames may bill for two (2) units of service for children attending both the Day Club program and the afterschool program in one day on days in the 2020-21 school year when the Ames Community School District is functioning under a hybrid learning model."

This amendment to the agreement is retroactive to the first day of school, September 8, 2020, and shall remain applicable throughout the 2020-21 school year for days when the Ames Community School District (ACSD) is functioning under a hybrid learning model. This amendment will not apply on days when the ACSD does not have school and the Club is open (such as teacher professional or in-service days) or during non-class times such as winter or spring breaks.

This amendment does not alter the total FY 2020-21 allocation that is available in the amount of \$116,724.



Erika Peterson, CEO, Boys and Girls Club of Ames

Date: 11/5/2020

John A. Haila, Mayor of the City of Ames

Date: _____

ATTEST: _____
Diane Voss, Ames City Clerk

ITEM#: 11
DATE: 11-10-20

COUNCIL ACTION FORM

**SUBJECT: DETOUR AGREEMENT WITH IOWA DEPARTMENT OF
TRANSPORTATION FOR 2021 BRIDGE REPAIR PROJECT ON I-35
OVER US 30**

BACKGROUND:

The Iowa Department of Transportation (DOT) has scheduled a bridge repair project for the I-35 bridges over US 30 in calendar year 2021. Certain I-35 loop ramps will need to be closed during the various construction phases in order to complete the project. During the project, the I-35 loop ramp traffic affected by each phase will be detoured as indicated on the attached maps. Construction is estimated to occur from March 1, 2021 to November 30, 2021.

Per the attached agreement, the traffic control and detour route will be maintained by the Iowa DOT during the detour period. Engineers from the City and Iowa DOT will jointly inspect the route to determine the existing condition of the roadway surface, base, shoulders, and structures prior to the detour. Upon completion of the work, the Iowa DOT will be responsible for restoring the roadways to at least the previous condition or making appropriate compensation to the City.

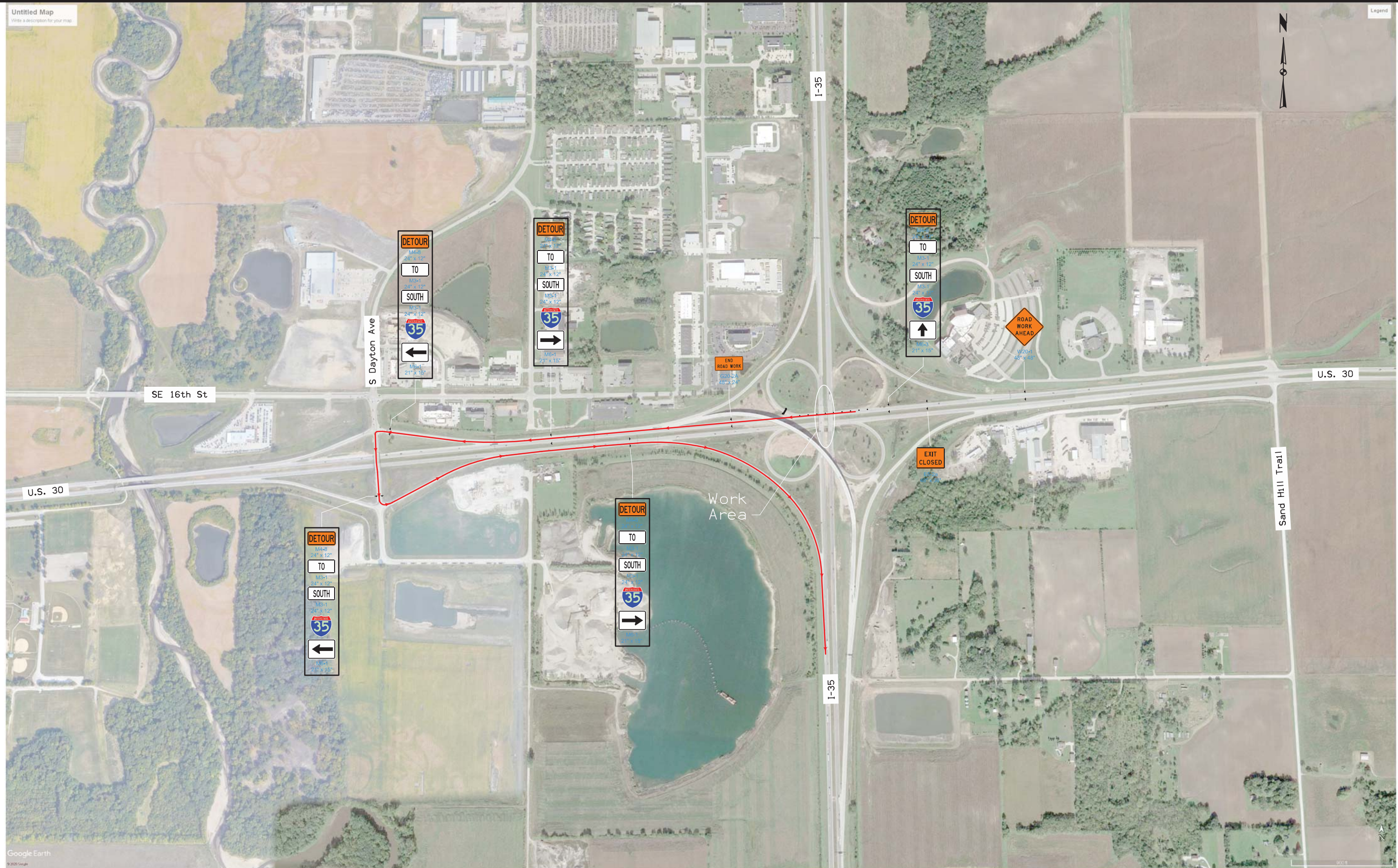
ALTERNATIVES:

1. Approve the Detour Agreement with Iowa Department of Transportation for 2021 Bridge Repair Project on I-35 over US 30.
2. Do not approve the detour agreement, thus necessitating Iowa DOT to redevelop alternate construction staging and traffic control plans.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed detour will allow the Iowa DOT to complete construction activities on I-35 while providing for the most effective management of traffic during the construction period. While public notification will be the responsibility of the Iowa DOT, the City will assist with public awareness efforts.

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



WB US 30 to SB I-35
Detour Map



SB I-35 to EB US 30
Detour Map

District 1 Office

1020 S. 4th Street, Ames, IA 50010

Phone: 515.239.1039 | Email: Allison.smyth@iowadot.us

October 22, 2020

Ref: 2102
Project No.: MBIN-035-1(506)112--0M-85
PIN No.: 20-85-035-010

John Joiner
Public Works Director
515 Clark Avenue
Ames, IA 50010

Subject: Bridge Repair Project Detour Agreement with City of Ames

Dear John:

The Iowa Department of Transportation has scheduled a Bridge Repair project for the I-35 bridges over US 30.

The I-35 loop ramp will need to be closed in order to complete the project. Construction will occur in calendar year 2021, and the closure is estimated to be from March 1 to November 30. During the project, the I-35 loop ramp traffic will be detoured as indicated on the enclosed map. This detour will include local agency roads and requires an Agreement for Use of Local Agency Roads as Detours.

If this is agreeable, please return a signed copy of the enclosed agreement. Upon receipt, the DOT portion will be completed and a fully signed copy will be returned for your records.

If you have any questions, please contact me at 515-239-1039 or Allison.smyth@iowadot.us.

Sincerely,



Allison Smyth
District 1 Design Engineer/North Area Engineer

AS
Enclosure
cc: Tony Gustafson, IA DOT, District 1
File

District 1 Office



AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the Department; and the City of Ames, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the Department has determined the necessity to temporarily close the I-35 loop ramp

from eastbound US 30 to northbound I-35
for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies; and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

_____ ; and

WHEREAS, Authorized representatives of both the Department and the LPA shall jointly execute and sign a written report concerning the condition of the proposed detour, after jointly inspecting said road, the subject of the proposed detour; said report to be in sufficient detail as to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the Department will review, and inspect when necessary, the bridges on the detour route and determine the maximum vehicle weight (up to 156,000 pounds) that can be safely carried on these bridges and submit this information to the LPA for its review. The LPA may choose to restrict detour traffic to only vehicles of legal weight or size. If the LPA allows oversize or overweight loads, it shall notify the Department in writing. The Department shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the Department agrees to perform the following pre-detour maintenance, if any:

None ; and

WHEREAS, the Department agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the Department pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the Department shall restore the local agency road to as nearly as possible as good condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin March 1, 2021 and end November 30, 2021 ; and
(date) (date)

WHEREAS, the parties agree to the following additional provisions, if any: None

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

District Engineer (or designee) Date
Iowa Department of Transportation

City representative Date

Printed name and title of city representative

County representative Date

Printed name and title of county representative

ITEM # 12
DATE: 11/10/20

COUNCIL ACTION FORM

SUBJECT: FY 2020/21 AIRPORT IMPROVEMENTS (RUNWAY 01/19 AIRFIELD LIGHTING) - PROFESSIONAL SERVICES WORK ORDER NO. 2

BACKGROUND:

In September 2019, staff initiated a professional service procurement process for projects shown in the Ames Airport Improvement Program (AIP) in accordance with the City's purchasing policies. Following Federal Aviation Administration (FAA) procedures, this procurement established consulting services for all projects shown in the AIP. Bolton and Menk was selected and City Council approved a contract on February 11, 2020 for the first project (Electrical Vault) under Work Order No. 1. This runway lighting project is the second in the series, referred to by the FAA as Work Order No. 2. **This professional services contract will be for all design, survey, and construction inspection required for the next phase of airfield lighting replacements, which includes the main Runway 01/19 and minor connecting taxiway lighting.**

The project was originally shown in the FY 2021/22 Airport Improvements Program of the Capital Improvements Plan (CIP) with a **total budget of \$637,575**. However, because the Federal Government issued additional funding under the CARES Act (100% with no local match) it allowed airports nationwide to finance their FY 2020/21 projects with CARES funds and "move up" the other projects in their plan. Therefore, the normal FAA entitlement money the Ames Airport received for FY 2020/21 can now be planned to be used on this Runway 01/19 lighting project (2021/22 Airport Improvements CIP). It should be noted that the project order in the draft 2021-2026 CIP will be adjusted to account for the effect of the CARES Act funding bill.

FAA funding covers 90% of the project (up to \$573,817), with a local match of \$63,758 coming from the Airport Construction Fund. The current balance of the Airport Construction Fund is \$369,051. **The design and construction observation services in this contract (WO No. 2) are not to exceed \$99,900 (Federal share = \$89,910; Local Share = \$9,990). This is part of the total project budget of \$637,575.**

ALTERNATIVES:

1. Approve a professional services agreement with Bolton & Menk, Inc., of Ames, Iowa, for Work-Order No. 2 for the FY 2020/21 Airport Improvements (Runway 01/19 Airfield Lighting) project at a not-to-exceed cost of \$99,900.
2. Direct staff to seek additional alternatives for design of the project.

CITY MANAGER'S RECOMMENDED ACTION:

By approving this professional service agreement, the City will be able to move forward with improvements that will ensure the safety and state of good repair for the air-side infrastructure of the Ames Municipal Airport.

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

**WORK ORDER 2
TO
PROFESSIONAL SERVICES CONTRACT
(DESIGN, BIDDING, AND CONSTRUCTION SERVICES)**

**DESIGN AND CONSTRUCTION
RUNWAY 1/19 AIRFIELD LIGHTING**

**AMES MUNICIPAL AIRPORT
AMES, IOWA**

BETWEEN: The City of Ames,
An Iowa municipal corporation (CLIENT)

AND: (CONSULTANT)

EFFECTIVE DATE: October 16, 2020

RECITALS

1. The City of Ames owns and operates the Ames Municipal Airport located near Ames, Iowa.
2. This is **Work Order #2** to the Professional Services Contract, between the City and Bolton & Menk, Inc. The Professional Services Contract effective December 18, 2019 is referred to herein as the “**Master Agreement**”.

AGREEMENT

DESCRIPTION

The CONSULTANT agrees to provide Design, Bidding, and Construction Administration Services for the construction of a new airfield lighting for Runway 1/19 and the north portion of Taxiway A, all at the Ames Municipal Airport (herein referred to as the **Project**).

PROJECT UNDERSTANDING

The electrical system on all runways and taxiways at the Ames Municipal Airport are in extremely poor condition and require constant efforts to keep runways lighted for significant traffic, both local and transient. Numerous outages occur on a regular basis. This project would replace the old and deteriorated runway edge and threshold lighting for Runway 1/19, which is the airport’s primary runway. This project would also include relighting of portions of the taxiways from the apron to the runway, which would allow

safe operations on Runway 1/19. This project will be set up for one bid to complete all of the work. The funding will likely occur over FY 2021 and FY 2022.

I.A. BASIC SERVICES

BASIC SERVICES

For purposes of this Work Order, the Basic Services to be provided by the CONSULTANT are as follows:

1. DESIGN & BID ADMINISTRATION

1.1. Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with FAA if needed and other concerned agencies and parties on matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor. It is anticipated that there will be a maximum of 3 meetings with the Sponsor and/or the FAA, to review pavement eligibility and project limits.

1.2. Project Meetings and Coordination with Sponsor, FAA, etc. Consultant shall coordinate with the subconsultants, sponsor, FAA and other applicable agencies to complete the work elements in Phase 1.

1.2.1. The task includes one meeting at the Airport, attended by the Project Manager. The Consultant will prepare for and conduct up to two (2) meetings at the Airport Sponsor to present the findings of the design phase and any alternatives and recommendations for the project. The result of the meeting(s) will be an agreed upon project design parameters to proceed forward with final construction documents.

1.2.2. Coordination with FAA, Local agencies, subconsultants, etc. The Consultant shall coordinate the project parameters and criteria with the project stakeholders including the FAA, Sponsor, and Project Manager.

1.2.3. This task includes one progress meeting per week will be held, one-hour in duration, with all design team members through the duration of the design phase.

1.2.4. Consultant will prepare agendas and minutes for each meeting referenced above.

1.2.5. Pre-design meeting agenda items shall follow AC 150/5370-12B and the AIP Sponsor Guide Section 900.

1.2.6. Subconsultant will be used for portions of the electrical components within the vault.

1.3. Topographical Surveying (Not required for this project)

1.4. Aeronautical Survey (Not required for this project)

1.5. Geotechnical Investigation (Not required for this project)

1.6. Project Layout Sheet

Consultant shall complete a project layout sheet that will depict the proposed improvements.

1.7. FAA Pavement Design Report and Form 5100 (Not required for this project)**1.8. Construction Safety and Phasing Plan (CSPP)**

Consultant will complete the Construction Safety and Phasing Plan (CSPP), and FAA will upload CSPP information through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The CSPP will be prepared according to current FAA Guidelines.

1.9. Modification of Airport Design Standards

As needed, the Consultant will prepare a Request for Modification of Federal Construction Standards if found to be necessary for the project. The Mod to Standards will discuss modifications required under the Bid Packages. The Mod to Standards will be submitted to the Sponsor for acceptance. This document will be forwarded to the FAA for approval along with final plans, contract documents and specifications.

1.10. Prepare 30% and 90% Plans, Specifications and Cost Estimate

Plans at 30% and at 90% stage will be prepared for the Project. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project: "Taxiway A Reconstruction". The following list of drawings will be used as a guideline. Additional drawings may be added during the design phase, if required.

General:

- G-001 Cover Sheet, Sheet Index & Symbols
- G-003 General Notes
- G-021 Project Layout Plan
- ~~G-061 Project Quantity Tables~~
- G-081 Construction Operations & Phasing Plan

Geotechnical:

N/A

Civil:**General**

- C-021 Erosion Control Plans
- C-031 Erosion Control Details
- C-081 Geometrics
- ~~C-091 Existing Contours~~

Site

- ~~C-101 Grading & Drainage Plans~~
- ~~C-301 Typical Sections~~
- ~~C-311 Paving Details~~
- ~~C-321 Jointing Plans~~

Utility

N/A

Storm Sewer

N/A

Marking

N/A

X-Sections

N/A

Electrical:

E-101 Electrical Removals Plan
E-201 Electrical Layout Plan
~~E-401 Electrical Vault Layout~~
E-501 Wiring Diagrams
E-601 Electrical Details

1.10.1. Prepare 30% and 90% Specifications

This work includes preparation of standard and supplemental specifications, necessary to establish the construction requirements of the project. Standard FAA specifications will be assembled and reviewed for relevancy to the project. Additional specifications will be prepared to address work items or materials not covered by FAA specifications. In addition, supplemental specifications will be included, where deemed necessary. If included, supplemental specifications shall not revise nor override FAA standard specifications, unless approved as a Modification to Standards (MOS).

1.10.2. Prepare 30% and 90% Contract Documents

The Consultant will prepare the preliminary contract documents including invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, Federal Requirements, Preliminary Bid Schedule, Wage Rates, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary contract documents will be prepared as early as possible during the design phase and submitted to the Owner for review by the Owner. Also review and incorporate the Sponsor's general provisions and contract clauses, as required.

1.10.3. Prepare 30% and 90% Special Provisions

The Consultant will prepare Special Provisions to address, or expand on, conditions that require additional clarification.

1.10.4. Conduct 30% and 90% Quality Control Reviews

- a. The 30% plan submittal will undergo a QC review prior to submittal to the Sponsor and FAA.
- b. Following the completion of the preliminary plans and specifications, the Engineer will complete a QC review of the 90% submittal and address all comments/updates. When the QC review is complete, the Consultant will submit a 90% set of drawings and specifications to the Sponsor for their review/comment and the FAA for their review and concurrence with the preliminary design.

1.10.5. Prepare 30% and 90% Engineer's Design Report

Prepare the 30% and 90% Engineer's Design Report in accordance with Section 900 of the AIP handbook and the FAA Central Region's AIP Sponsor Guide and submit to the FAA for their concurrence.

1.10.6. Prepare 30% and 90% Cost Estimate and Budget

Calculate estimated preliminary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices. Consultant will then use recent bid prices and industry standards to prepare a 30% and 90% cost estimates. Prepare total project budget using the FAA form “Final Project Cost Summary” format to determine FAA and Sponsor funds needed.

1.11. Prepare Final Plans and Specifications and Cost Estimate

1.11.1. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the Sponsor’s review of the 90% submittal.

1.11.2. Prepare Final Cost Estimate and Final Estimated Budget

Using the final quantities calculated following the completion of the plans and specifications, the Consultant will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available. Prepare final estimated total project budget using the FAA form “Final Project Cost Summary” format to determine FAA and Sponsor funds needed.

1.12. Prepare Construction Management Plan (**Not required for this project**)

1.13. Prepare Disadvantaged Business Plan (DBE) (**Not required for this project**)

1.14. Prepare Advertisement for Bids and Bid Documents

Consultant shall prepare, reproduce and distribute a total of 10 sets of bidding documents for the project. Consultant will submit a copy to the Sponsor for distribution to the local and selected publications of the pending project. The Sponsor shall pay for the associated cost of advertising. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The consultant will also keep a current list of plan holders and distribute this to interested parties upon request. This task includes coordination required to facilitate these requests.

1.15. Respond to Bidders Questions

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

1.16. Prepare and Distribute Addendums

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the FAA. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivering or via facsimile transmission. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and the Consultant shall be reimbursed for this effort as an amendment to this contract.

1.17. Bid Opening

The Consultant will attend the bid opening.

1.18. Bid Review and Bid Tabulation

Consultant shall advise Board as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. The Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. The Consultant will then provide recommendations to the Sponsor as to the name of the Apparent Low Bidder.

1.19. Prepare Recommendation for Award

The Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made the Consultant will distribute the bid tabulations on request of the Sponsor.

1.20. Prepare Grant Application

The Application may be prepared after the project design has been completed and the bids accepted or the FAA may require the Application to be completed early during the design phase. Preparation of the Application will include the following:

- Prepare Federal Grant Preapplication Checklist
- SF-424
- Prepare FAA Form 5100-100 including Program Narrative, discussing the Purpose and Need of the Work and the Method of Accomplishment
- Sponsor Certification (total of six)

The Consultant will submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor will forward the signed Application to the FAA for further processing.

1.21. Environmental Review, CATEX (**Not required for this project**)

An environmental review is required and was conducted for this project. From the FAA's Go Letter dated September 10, 2020 *"The FAA determined the proposed project is environmentally Categorically Excluded (CATEX) per paragraph(s) 5-6.3b, 5-6g of FAA Order 1050.1F as it relates to the National Environmental Policy Act (NEPA). **No further environmental documentation for this project is needed.**"*

1.22. Submittal Schedule

Submittals will include:

- Grant Application
- Meeting Agendas and Minutes
- 30% Plans, Specifications and Cost Estimate
- 90% Plans, Specifications and Cost Estimate
- Final Plans, Specifications and Cost Estimate

- DBE Plan
- Bid Tabulation and Recommendation of Award

2. CONSTRUCTION ADMINISTRATION

2.1. Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Engineer will establish this meeting to review Local, , Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, IDOT (if available), Subconsultants, FAA (if available), Contractor, Subcontractors and utility companies. This task will include:

- Scheduling the meeting, sending invitations, providing meeting materials and pre-meeting exhibit and material preparation. Prepare and distribute agenda in advance of the meeting. Pre-construction meeting agenda items shall follow AC 150/5370-12B and the AIP Sponsor Guide Section 1000.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction meeting. The Owner should be provided copies of all construction schedules.
- Prior to preconstruction meeting, furnish the name of the Project Engineer with qualifications for approval by the Owner. Project Engineer means Engineer as defined in Section 10 (Section 10-18) of the General Provisions of the construction documents.
- Preside at the preconstruction meeting, prepare a detailed record of the meeting and submit to the Owner and all participants.
- Provide Contractor with a list of required submittals to be provided by Contractor and discussed at the meeting.

Provide Contractor with additional copies of Construction Documents and digital data (Project Drawings) as requested.

2.2. Initial Construction Layout

(This task will be completed by the Contractor and is not included in this scope of work)

2.3. Prepare Construction Management Plan (QAMP)

(This is not required for this project, and is not included in this scope of work)

2.4. Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Contract Documents will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

2.5. Construction Management Services

The Consultant will provide Construction Administration Services the scope of which is based on the following:

- The Consultant and Client agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Client.
- The Consultant and Client agree that the Construction Engineering Services provided by the Consultant may actually be required to continue and exceed beyond the construction time element stated in the Client's agreement with the construction Contractor. When the extent of these construction services beyond the control of the Consultant occurs, the Client agrees that Consultant will be reimbursed for additional Construction Engineering Services in excess of the specified construction time period at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.
- Nothing herein shall be construed as imposing upon the Consultant's responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors.
- The Consultant agrees that Resident Project Representative services furnished under this Contract shall be to observe the work and to determine compliance with the plans and specifications, including representing the Client in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the Client on and around areas of construction.
- When the Consultant is on the site, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work.

The Consultant agrees to provide Construction Administration Services that include the following:

- 2.5.1. Check and monitor construction activities and certify that all project work completed under observation of the Resident Project Representative is in substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.
- 2.5.2. Provide interpretation of plans and specifications as requested.
- 2.5.3. Supervise and coordinate Subconsultant contracts for field observation and testing.
- 2.5.4. Review shop drawings and certificates submitted by contractors for compliance with design concepts and Buy American compliance as required by the applicable sections of the technical specifications.
- 2.5.5. Review all periodic and final pay requests and explanation of variation between Contract and final quantities prepared by Resident Project Representative. Coordinate Contractor approval and signature and submit to Client for approval.

- 2.5.6. Review weekly Construction Progress and Inspection Reports (FAA Form 5370-1) as prepared by Resident Project Representative and submit to Owner and applicable Agencies.
 - 2.5.7. Prepare, review and process Field Orders, Change Orders to include a cost estimate, cost/price analysis, record of negotiations, review and evaluation of “Contractor’s Request for Extension of Contract Time” and make recommendations regarding approval to the Client. Notify the Contractor that no work can start until approved by the Client.
 - 2.5.8. Coordinate and meet with the Client for consultation and advice during construction to include conducting construction progress meetings. Coordinate with Owner’s Representative including:
 - Review and evaluate “Contractor’s Request for Extension of Contract Time” and submit recommendations to the Client.
 - Meet with the Client for consultation and advice during construction.
 - 2.5.9. Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work.
 - 2.5.10. Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative and/or Subconsultants.
 - 2.5.11. Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show “Record Drawing” conditions.
 - 2.5.12. Retain and review payroll reports of each contractor and subcontractor and monitor Contractor’s compliance with paying employees as per established Federal Davis Bacon requirements.
 - 2.5.13. Monitor Contractor’s compliance with Disadvantaged Business Enterprise (DBE) program (i.e. determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan.) Report deviations to the Sponsor.
- 2.6. Resident Project Representative (RPR)

The Client as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The Client and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Full-Time** Resident Project Representative services will be provided. It is anticipated the Project will be completed within **45 (Forty-Five) Working Days**. This will include **3 (Three)** field visits by the Project Manager and a maximum of **360 hours of construction observation hours** by the RPR.

Resident Project Representative Services shall be completed in accordance with the attached Exhibit I-1, and shall include, but are not limited to, the following:

- 2.6.1. Coordinate with the Testing Subconsultant to perform acceptance tests required to be provided by the Client in the construction Contract Documents.
 - 2.6.2. Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Client in the event that the Contractor elects to continue the use of questioned equipment and methods. Conduct wage rate interviews and provide to Project Engineer.
 - 2.6.3. Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
 - 2.6.4. Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.
 - 2.6.5. Evaluate possible material substitutions as requested by the Contractor.
 - 2.6.6. Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1).
 - 2.6.7. Measure and compute as-built quantities of all materials incorporated in the work and items of work completed and maintain an item record account.
 - 2.6.8. Prepare periodic Pay Requests for review by the Project Engineer and Contractor.
 - 2.6.9. Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).
 - 2.6.10. Attend and participate in construction progress meetings.
 - 2.6.11. Coordinate the necessary construction staking/layout schedule as needed by the Contractor.
 - 2.6.12. Perform other services as reasonably required by the Client and as outlined in the Contract Documents.
- 2.7. Final Inspection and Documentation
- 2.7.1. Final Inspection

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.
 - 2.7.2. Final Punch List

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.
 - 2.7.3. Final Construction Certifications (Included as Item 2.11 for this project)

2.8. As-Built Plans

- 2.8.1. The project team will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.

2.9. Prepare Construction Management Report (Not required for this project)**2.10. Update Airport Layout Plan (Not required for this project)****2.11. Project Closeout**

Prepare the closeout documentation in accordance with the AIP Sponsor Guide Section 1600. The CONSULTANT will assist the Sponsor who will endeavor to submit the closeout document to the FAA within 90 days of final payment to the contractor. Closeout documentation shall include, but may not be limited to, the following:

- a. Sponsor Cover Letter
- b. Final Project Cost Summary
- c. Final SF-271 Form, Outlay Report and Request for Reimbursement for Construction Projects
- d. Final SF-425 Form, Federal Financial Report
- e. Final Construction Report
- f. Record Drawings

Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for grant closeout. The closeout report elements include a project summary, final certifications, summary of grant payments, and outlay report. This work includes preparation of the report, coordination with the Airport, and FAA for review, and preparation of final documents for Airport approval. The CLIENT will furnish copies of all administrative costs, as well as paperwork related to previous grant reimbursement (drawdown) requests.

2.12. Submittal Schedule

Submittals will include:

- Preconstruction Meeting Agenda and Minutes
- Contract Manuals
- Weekly Construction Reports
- Wage Rate Review
- DBE Utilization Review
- Change Orders (as needed)
- As-Built Plans
- Grant Closeout

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A. shall not be considered part of the Basic Services and may be authorized by the Sponsor as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Additions to the project outside of this scope.
2. Any construction surveying required for the Project.
3. Geotechnical investigation required for the Project.
4. Additional Field Investigation required beyond those specified.
5. Completion of additional special studies not identified in Section I.A..
6. Periodic completion of grant reimbursement requests (i.e. Credit Applications).
7. Attendance of additional meetings beyond those identified in the above scope.
8. All other services not specifically identified in Section I.A.

I.C. CONSIDERATION

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

TASK 1 – DESIGN AND BIDDING SERVICES	\$ 55,400.00 (Lump Sum)
TASK 2 – CONSTRUCTION ENGINEERING	\$ 44,500.00 (Hourly, Not-to-Exceed)
TOTAL AUTHORIZED FEE	\$ 99,900.00

Funding Layout:

Estimated Federal Share (90%)	\$ 89,910.00
Estimated Local Share (10%)	\$ 9,990.00

Progress payments shall be made in accordance with the fee schedule attached and Section III of the Master Agreement.

I.D. SCHEDULE

The consulting services authorized under Section I.A. will be performed under the following schedule or as authorized by the CLIENT as the BASIC SERVICES proceed.

TASK	SERVICE DESCRIPTION	DATE
1	DESIGN AND BIDDING	October 2020 – May 2021
2	CONSTRUCTION	July – November 2021

I.E. AUTHORIZATION

City of Ames, Iowa

By: _____

John A. Haila
Mayor

Date

Bolton & Menk, Inc.

By: _____

Ronald A. Roetzel, P.E.
Aviation Services Manager

10/16/2020

Date

Attachments:

Exhibit I – Project Fee Breakdown

Exhibit II – Federal Contract Provisions for A/E Agreements

PROJECT FEE ESTIMATE

CLIENT:		Ames Municipal Airport					DATE:		10/14/2020	
PROJECT:		Runway 1/19 Airfield Lighting					PREPARED BY:		RR/CB	
Task	Task Description	Estimated Person Hours Required							Totals	
		Sr. Eng.	Sr. Eng.	Design Eng.	Eng. Tech.	Surveyor	Planner	Admin.		
1	Design & Bid Administration									
1.1	Project Scoping	4	8	0	0	0	4	0	16	
1.2	Project Meetings and Coordination	12	24	0	0	0	0	0	36	
1.3	Topographical Survey	0	0	0	0	0	0	0	0	
1.4	Aeronautical Survey	0	0	0	0	0	0	0	0	
1.5	Geotechnical Investigation	0	0	0	0	0	0	0	0	
1.6	Project Layout Sheet	0	4	8	0	0	8	0	20	
1.7	FAA Design Report and Form 5100	0	0	0	0	0	0	0	0	
1.8	Construction Safety and Phasing Plan Update (CSPP)	0	4	8	0	0	8	0	20	
1.9	Modification of Airport Design Standards	0	8	16	0	0	0	0	24	
1.10	Prepare 90% Plans, Specs., and Cost Est.	4	40	80	0	0	0	16	140	
1.11	Prepare Final Plans, Specs., and Cost Est.	4	20	40	0	0	0	8	72	
1.12	Prepare Construction Management Plan	0	0	0	0	0	0	0	0	
1.13	Prepare Disadvantaged Business Plan (DBE)	0	0	0	0	0	0	0	0	
1.14	Prepare Advertisement for Bids and Bid Docs	0	4	0	0	0	0	4	8	
1.15	Respond to Bidders Questions	0	8	0	0	0	0	0	8	
1.16	Prepare and Distribute Addendums	0	4	4	0	0	0	0	8	
1.17	Bid Opening	0	4	0	0	0	0	0	4	
1.18	Bid Review and Bid Tabulation	0	2	4	0	0	0	4	10	
1.19	Prepare Recommendation for Award	0	2	0	0	0	0	2	4	
1.20	Prepare Grant Application	0	4	4	0	0	0	16	24	
1.21	Environmental Review, CATEX	0	0	0	0	0	0	0	0	
Total Person Hours		24	136	164	0	0	20	50	394	
Total Direct Labor Cost		\$1,440.00	\$6,800.00	\$5,740.00	\$0.00	\$0.00	\$800.00	\$1,250.00	\$16,030.00	
Overhead		\$2,891.23	\$13,653.04	\$11,524.77	\$0.00	\$0.00	\$1,606.24	\$2,509.75	\$32,185.03	
Subtotal Labor Cost									\$48,215.03	
Fixed Fee x Subtotal Labor Cost									\$7,232.26	
Total Task 1 (Fixed Lump Sum)									\$55,447.29	
Direct Expenses										
Total Expenses Task 1									\$0.00	
Subtotal Task 1									\$55,447.29	
		ROUNDED TASK 1:							\$55,400.00	
Task	Task Description	Estimated Person Hours Required							Totals	
		Sr. Eng.	Sr. Eng.	Design Eng.	Eng. Tech.	Surveyor	Planner	Admin.		
2	Construction Administration									
2.1	Pre-Construction Meeting	4	4	4	0	0	0	0	12	
2.2	Initial Construction Layout	0	0	0	0	0	0	0	0	
2.3	Prepare Construction Management Plan (QAMP)	0	0	0	0	0	0	0	0	
2.4	Prepare Contract Manuals	0	0	4	0	0	0	8	12	
2.5	Construction Management Services	0	42	0	0	0	0	4	46	
2.6	Resident Project Representative Services									
Number of Days		0	3	24	0	1	0	0		
Hours Per Day		4	4	8	4	8	4	4		
Total Hours		0	12	192	0	8	0	0	212	
2.7	Final Inspection and Documentation	0	8	8	0	0	0	0	16	
2.8	As-Built Plans	0	4	4	0	4	0	0	12	
2.9	Prepare Construction Management Report	0	0	0	0	0	0	0	0	
2.10	Update Airport Layout Plan	0	0	0	0	0	0	0	0	
2.11	Project Closeout	0	8	10	0	0	0	8	26	
Total Person Hours		4	78	222	0	12	0	20	336	
Total Direct Labor Cost		\$240.00	\$3,900.00	\$7,770.00	\$0.00	\$456.00	\$0.00	\$500.00	\$12,866.00	
Overhead		\$481.87	\$7,830.42	\$15,600.61	\$0.00	\$915.56	\$0.00	\$1,003.90	\$25,832.35	
Subtotal Labor Cost									\$38,698.35	
Fixed Fee x Subtotal Labor Cost									\$5,804.75	
Total Task 2 (Cost Plus a Fixed Fee, NTE)									\$44,503.11	
Direct Expenses										
Total Expenses Task 2									\$0.00	
Subtotal Task 2									\$44,503.11	
		ROUNDED TASK 2:							\$44,500.00	
		TOTAL PROJECT FEE							\$99,900.00	

EXHIBIT II

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

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 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.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- 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);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

P

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

ITEM#: 13
DATE: 11-10-20

COUNCIL ACTION FORM

SUBJECT: AWARD OF CONTRACT FOR CYRIDE MINIBUS PURCHASE

BACKGROUND:

CyRide was awarded discretionary funding for six new minibuses through the State of Iowa's FY 2019 Bus and Bus Facilities grant submission. The discretionary award was at an 85% federal share and the budget for this purchase is as follows:

Funding Source	Amount
FY 19 Discretionary Grant (85%)	\$559,470
Local Funding (15%)	\$98,730
Total Funds Available	\$658,200

Local funding for this grant was included in the FY 2021 Capital Improvement Plan, approved by both the Transit Board of Trustees and the City Council.

The Iowa Department of Transportation (IDOT) completed a statewide invitation for bid (IFB #OPT2018LDB) for light duty 176" wheelbase buses in spring 2018. Transit agencies in the State of Iowa can use the resulting contracts to purchase buses, saving administrative time and money.

The six buses to be replaced are now 10 years old, past the Transit Asset Management (TAM) plan useful life benchmark of eight years. Replacement of these buses would result in lowering CyRide's operating costs, provide a more comfortable ride for our customers, and move us closer to our TAM performance targets. This purchase will allow CyRide to replace six of nine buses, or 66% of the minibus fleet, in FY 2020/21

The last minibuses CyRide purchased were built by Glaval. The experience with these buses has been positive and CyRide believes they are the best value offered on the IDOT procurement. As a result, CyRide has worked with the Glaval supplier, Hogle Bus Company, to determine pricing. The manufacturer has completed preliminary pricing and the estimated price per bus has been quoted at \$100,975 each, for a total cost of approximately \$605,850. This cost does not include additional make-ready items, such as fareboxes, bike racks, and annunciators, which will be maintained within the project budget.

CyRide will continue to refine bus specifications until approximately three months before the vehicles are built; the manufacturer will provide updated pricing once specifications are finalized. Since vehicle pricing is not finalized until late in the process, CyRide is requesting approval of award to Hogle Bus Company of Marshalltown, Iowa at the not-

to-exceed grant amount of \$658,200. The delivery date of the buses will be approximately six months from the date the purchase order is issued.

The Transit Board of Trustees approved award to Hoglund Bus Company of Marshalltown, Iowa during the most recent Transit Board meeting on October 28, 2020.

ALTERNATIVES:

1. Approve award to Hoglund Bus Company of Marshalltown, Iowa, in the not to exceed amount of \$658,200 for the purchase of six new 176" wheelbase minibuses.
2. Do not approve the contract award for the purchase of new minibuses and direct staff to proceed according to City Council priorities.

CITY MANAGER'S RECOMMENDED ACTION:

Approval of this contract will allow CyRide to replace six existing buses within its minibus fleet and help CyRide maintain a state of good repair as required by FTA.

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

COUNCIL ACTION FORM

SUBJECT: **STREET SWEEPER – FLEET REPLACEMENT PROGRAM**

BACKGROUND:

The City has a street sweeper operated by the Public Works Operations Division to clean streets throughout the City. Street cleaning removes trash and debris and prevents them from entering the stormwater system, thereby meeting the requirements of the City's stormwater permit. The current street sweeper is due for replacement with a new unit. Bids for a complete street sweeper were received as follows:

Bid #	Vendor	Chassis and Sweeper Make/Model	Model Year	Bid	Less Trade-in Allowance	Net Bid
1	Elliott Equipment Co. Grimes, Iowa	Peterbilt 220 Chassis	2020	\$287,750.00	-\$85,000.00	\$202,750.00
		Schwarze Hypervac Sweeper	2020			
2	Peterbilt of Des Moines	Peterbilt 220 Chassis	2021	\$283,206.00	-\$50,000.00	\$233,206.00
		Johnson VT652 Sweeper	2021			

Evaluation of the bids has determined the net low bid is from Elliott Equipment Co. of Grimes, IA. Elliott's bid for the Peterbilt/Schwarze street sweeper is acceptable and meets the bid specifications. Accepting the trade-in allowance of \$85,000 brings the net cost for the street sweeper to \$202,750.00.

Funding is available for this purchase as follows:

Existing Unit Escrow	\$219,164.00 (as of 9/30/20)
<u>Escrow to be collected until new unit delivery</u>	<u>\$ 13,257.00 (by 12/31/20)</u>
Available funding	\$232,421.00

ALTERNATIVES:

1. Award a contract to Elliott Equipment Co. of Grimes, IA as the net low bidder for the purchase of one Peterbilt chassis with Schwarze street sweeper and accept the \$85,000 trade-in allowance for a total of \$202,750.00.
2. Award a contract to the other bidder.
3. Reject the bids.

CITY MANAGER'S RECOMMENDED ACTION:

Staff from Fleet Services and Public Works have thoroughly evaluated these bids and agree that purchasing the Peterbilt chassis and Schwarze street sweeper will meet the established service requirements at a reasonable cost.

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

COUNCIL ACTION FORM

SUBJECT: DEACCESSION OF “RESONANCE” FROM PUBLIC ART INVENTORY

BACKGROUND:

The City Council has adopted an artwork deaccession policy to provide guidance regarding when pieces of artwork are no longer suitable for public display.

On October 7, 2020, the Public Art Commission approved a recommendation to deaccession “Resonance,” by Tim Adams. This work was installed in Tom Evans Plaza in 2016. In spring 2020, the work was removed to place another sculpture in that location. While being removed, Resonance broke apart beyond repair. The remnants of the work have been disposed of.

ALTERNATIVES:

1. Approve deaccession of “Resonance” as recommended by the Public Art Commission.
2. Do not approve the deaccession of “Resonance.”

CITY MANAGER’S RECOMMENDED ACTION:

This work was susceptible to wear and tear from interaction with the public. While being moved, the sculpture broke apart beyond repair.

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

Ames Public Arts Commission
Request for Deaccession

Item Identification Number: 131-1516



Name: Resonance

Location: Tom Evans Plaza

Year acquired: 2016

Material: Cedar, Steel, Titanium

Justification: This work is interactive and has had damage to the chimes and harp strings over the years. In spring 2020, the sculpture broke apart while being moved. The damage was extensive and the sculpture could not be repaired.

Recommendation:

The Public Arts Commission recommends removal of "Resonance" from the Public Art Inventory

APPROVED for deaccession: October 7, 2020 by the Public Arts Commission



Smart Choice

Public Works Department

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

Item No. 16

November 4, 2020

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

RE: Kingsbury 4th Addition Financial Security Reduction #1

Mayor and Council Members:

I hereby certify that the water main and sanitary sewer main required as a condition for approval of the final plat of **Kingsbury 4th Addition** have been completed in an acceptable manner by **Ames Trenching**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa, and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be partially released to an amount of **\$26,515** (\$17,315 for Lot 1 and \$9,200 for Lot 2). The remaining work covered by this financial security includes sidewalks, pedestrian ramps including detectable warning panels, COSESCO (erosion control), and street lights.

Sincerely,

John C. Joiner, P.E.
Director

JJ/tp

cc: Finance, Planning & Housing, Subdivision file

Kingsbury 4th Addition

November 4, 2020

Page 2

Item	Quantity	Unit
Sanitary Sewer Connection	1	EA
Sanitary Sewer Manhole, SW-301, 48"	1	EA
Sanitary Sewer Gravity Main, Trenched, 8"	152	LF
Water Main, Trenched, 8"	154	LF
Water Valve, 8"	1	EA
Water Main Connection	1	EA
Fire Hydrant Assembly	1	EA



Smart Choice

Public Works Department

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

Item No. 17

November 4, 2020

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

RE: Wheelock Corner Subdivision Financial Security Reduction #1

Mayor and Council Members:

I hereby certify that the water main, sanitary sewer main, storm sewer, and pavement required as a condition for approval of the final plat of **Wheelock Corner Subdivision** have been completed in an acceptable manner by **various contractors**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa, and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be set at **\$96,163.50**. The remaining work covered by this financial security includes pedestrian ramps, fixing some curb & gutter, COSESCO (erosion control), and street lights.

Sincerely,

John C. Joiner, P.E.
Director

JJ/tp

cc: Finance, Planning & Housing, Subdivision file

Item	Quantity	Unit
Subgrade Preparation, 12"	3,510	SY
Pavement, HMA Base, 7"	2,395	SY
Pavement, HMA Surface, 2"	2,395	SY
Pavement, PCC, 8"	256	SY
Saw Cut PCC Pavement, Full Depth	171	LF
Pavement Removal	199	SY
Storm Sewer, Trenched, RCP Class III, 15"	62	LF
Storm Sewer, Trenched, RCP Class III, 18"	31	LF
Storm Sewer, Trenched, RCP Class III, 24"	722	LF
Storm Manhole, SW-401, 48"	1	EA
Single Grate Intake, SW-501	5	EA
Single Grate Intake with Manhole, SW-503	4	EA
Double Open Throat Curb Intake, Small Box, SW-509	1	EA
Water Main, Trenchless, PVC, 8"	50	LF
Water Main, Trenched, 8"	1,001	LF
Water Connection to Existing Main	1	EA
Fitting, MJ Bend, 8"	19	EA
Fitting, MJ Tee, 8"	3	EA
Sleeve, MJ, 8"	1	EA
Cap, MJ, 8"	3	EA
Valve, MJ Gate, 8"	10	EA
Fire Hydrant Assembly	5	EA
Sanitary Sewer Gravity Main, Trenched, 8"	526	LF
Sanitary Manhole, SW-301, 48"	3	EA



MEMO

Item No. 18

To: Mayor and Ames City Council

From: Steven L. Schainker, City Manager

Date: November 6, 2020

Subject: Policing in Ames – A Path Forward

As you recall, I presented my report entitled “Policing In Ames, A Path Forward” to the City Council on September 29, 2020. The report contains twenty-one recommendations to address the concerns reflected in the emails that you received regarding the issue of improving our policing efforts. Rather than make any final decisions regarding these recommendations at that meeting, you decided to provide our citizens with sufficient time to review the proposals and offer additional feedback, if desired. I believe you have received a few written comments during this interim period regarding this report in addition to the public comments presented on September 29th. **Now that more than a month has passed since the report was made public, I am placing this matter on the November 10, 2020 Council meeting agenda so that you can provide direction regarding the my recommendations.**

I believe one suggestion that I received during my conversation with Ahmed Ismail who represents the local chapter of Black Lives Matter is worthy of your consideration. He suggested that a committee representing the “marginalize” groups in Ames be established for a short period of time to help identify techniques for us to use to assure better communication with these groups regarding City issues, not just policing issues. We could add this to the Communication category of the report to create a focus group to accomplish this task. It would be compatible with our work with the Community and Regional Planning students.

Once Council direction is given, I will develop an implementation plan with execution dates. It is more important to take our time and get them right than rush to implement all of the changes at one time.

Equally important is the need to publicize the status of the implementation plan periodically in order for our citizens to have confidence that we are following through with our promised improvements. I intend to take advantage of an offer from the local chapter of the NAACP to help with the public outreach needed to accomplish this task.

POLICING IN AMES - A PATH FORWARD

September 29, 2020

BACKGROUND:

As in other cities throughout the country, after the death of George Floyd while in police custody, the City Council began receiving an extraordinary amount of feedback regarding the manner in which our law enforcement and criminal justice systems are being operated. This input has included questions about policing philosophy and operations as well as suggestions/recommendations/demands to modify how the Ames Police Department functions in those areas.

Rather than respond individually to this input over time, the City Council requested that the City Manager compile all the correspondence received, consolidate this information into common themes, and provide recommendations regarding how to address each theme. The following is a list of the common themes:

THEME	PAGES
I. Organizational Culture	2-3
II. Police Officer Recruitment and Selection Process	4-7
III. Police Officer Training/Education	8-10
IV. Departmental Policies	11-23
V. City Ordinances and State Law	24-27
VI. Transparency	28-29
VII. Accountability in Complaint Handling and Discipline	30-37
VIII. Communication	38-39
IX. Funding	40-42

This report is structured to deal with each theme separately, highlighting: 1) What has been suggested, 2) What the City is currently doing in regard to each theme, and 3) the City Manager's recommendations to address each theme.

The recommendations reflected in this report were influenced by the following sources:

- Community member suggestions
- Police Department staff suggestions
- Peer department activities and services
- Guidance from the [President's Task Force on 21st Century Policing](#)

THEME I – ORGANIZATIONAL CULTURE

WHAT HAS BEEN SUGGESTED?

Many individuals who provided input wanted to ensure that there is not a culture of racial bias embedded in the Ames Police Department.

WHAT ARE WE CURRENTLY DOING?

An organizational culture is defined by the person that leads the organization. Over the past decades the City Manager has created a values-driven culture for all departments in the City of Ames which is known as Excellence Through People (ETP).

The two goals of this organizational initiative are to: 1) Provide exceptional service at the best price to all of our customers (visitors, residents, business owners), and 2) Provide an enjoyable and stimulating work environment for all those who work for the City of Ames.

In order to accomplish these two goals, it is expected that every employee must bring each of the following values to life every day.

- Continuous Improvement
- Creativity and Innovation
- Customer Driven
- Data Driven
- Employee Involvement
- Excellence
- Fiscal Stewardship
- Honesty and Integrity
- Leadership
- Positive Attitude
- Respect For One Another
- Safety and Wellness
- Teamwork

To achieve the over-arching goals of ETP, it is essential to ensure that systems are in place to reinforce these values. Therefore, the City's initial hiring/selection process, promotional decisions, disciplinary determinations, and pay increases for the non-union employees are tied to whether or not an employee's behavior reflects these values. Each department head, including the Chief of Police, must make sure their employees live the thirteen values each day.

In addition, the City Manager has established two advisory groups: 1) a Community Advisory Committee composed of residents from groups that are traditionally under-represented in the community that provides input regarding how the City organization is

doing in delivering services to these groups of citizens, and 2) a Diversity and Inclusion team made up of City of Ames employees that provides input regarding internal policies and practices that might negatively impact the workforce.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager understands that the City of Ames is not perfect and believes that if there are isolated experiences of inappropriate behavior, they are not the result of a culture of bias embedded within the City or Police Department specifically.

While it can be argued that the existing thirteen ETP values are geared to promoting diversity, equity, and inclusion, these words have not been identified as separate values.

RECOMMENDATION #1:

The values that drive our Excellence Through People initiative will be revised to include the new values of Diversity, Equity, and Inclusion. As with the other ETP organizational values, all City staff members will be expected to conduct their work in a manner that upholds these values. Support of these values will be used to evaluate candidates for entry-level and promotional positions with the City. In addition, annual employee performance appraisals will provide an ongoing assessment of how employees are doing in bringing these values to life in their work.

RECOMMENDATION #2:

The City Manager will be recommending during the next budget cycle (FY 2021/22) that a new full-time position of Diversity, Equity, and Inclusion Coordinator be created. This new position will assist with the training of employees, recruitment of employees, and review of personnel policies to help assure that all departments within the City organization, including the Police Department, support the values of diversity, equity, and inclusion. In addition, this person will provide the staff assistance that will allow the Ames Human Relations Commission to initiate a more pro-active program of work to fulfill its responsibilities within the community.

THEME II – POLICE OFFICER RECRUITMENT AND SELECTION PROCESS

WHAT HAS BEEN SUGGESTED?

The major emphasis expressed under this theme is the need to have a process in place so applicants for an Ames Police Officer position are thoroughly vetted to ensure they do not have a history of abuse, racism, xenophobia, homophobia, transphobia, or discrimination. Some have suggested a periodic follow-up throughout the career of an officer to assure that no discriminatory attitudes have developed.

WHAT ARE WE CURRENTLY DOING?

State Requirements:

Candidates for the position of Police Officer must meet all [state requirements](#) for acceptance into the Iowa Law Enforcement Academy (ILEA) and certification as a Peace Officer in the state of Iowa. These state requirements include:

- U.S. citizenship and status as a resident of Iowa or intent to become a resident upon being employed
- 18 years of age at the time of appointment
- Hold a valid Iowa driver's license
- Not be addicted to drugs or alcohol
- Be of good moral character as determined by a thorough background investigation including a fingerprint search conducted of local, state and national fingerprint files and have not been convicted of a felony or a crime involving moral turpitude
- Successfully pass physical fitness tests
- Not be opposed to use of force to fulfill duties
- Be a high school graduate or hold a GED certificate
- Have uncorrected vision of not less than 20/100 in both eyes, corrected to 20/20, and color vision consistent with the occupational demands of law enforcement
- Have normal hearing in each ear (hearing aids are acceptable if a candidate can demonstrate sufficient hearing proficiency to perform all necessary duties of a law enforcement officer)
- Be examined by a physician and meet the physical requirements necessary to fulfill the responsibilities of a law enforcement officer
- Undergo psychological testing
- Undergo cognitive (Basic Skills) testing

In addition to these minimum state requirements, [Ames Police Officers](#) are required to possess a high school diploma (or have completed the HiSET/GED), plus have completed 60 semester-hours or 90 quarter-hours at an accredited college or university in diversified academic subjects.

Recruitment Process:

Police Officers are civil service employees under Iowa law (Iowa Code Chapter 400). Civil Service is a system of laws and regulations designed to ensure that City jobs are filled based on merit. Civil Service examinations are administered to determine basic qualifications of applicants for each Civil Service position, and the examinations are developed in line with the knowledge, skills, and abilities required for the particular position.

Recruitment of Police Officers for the City of Ames is a centralized process managed through the City's Human Resources Department. At the conclusion of the recruitment process, candidates who have achieved a score of 70 or higher on the Civil Service test for that position are placed on a Civil Service list. Up to forty names may be placed on the list for each recruitment. The list is then certified by the Civil Service Commission and is used to fill any vacancies that may arise in that job for a period of one year. There are procedures to extend the duration of the list and/or initiate a new list, if necessary.

Candidates are not required to be offered employment based on their position on the list. Any candidate achieving minimum score of 70 is considered eligible for selection. However, the employment offer is made contingent upon successfully completing additional post-offer testing components (e.g., physical exam, psychological exam, background investigation, etc.). Candidates are removed from eligibility if they decline an offer of employment, withdraw voluntarily, or fail to successfully complete post-offer testing.

Recruiting for Police Officers includes posting announcements on the City's social media accounts, GovernmentJobs.com, National Minority Update, National Black Police Officer Association, National Asian Peace Officer Association, National Organization of Black Women in Law Enforcement, Iowa Association of Women Police, DiversityJobs, and the Iowa State Daily.

In addition, Police Officer job announcements are submitted through the career services offices at the following universities: Iowa State University (CyHire), Simpson College, University of Northern Iowa, Des Moines Area Community College, Kirkwood Community College, North Iowa Community College, Iowa Central Community College, Hawkeye Community College, Creighton University, Drake University, University of Iowa, University of Wisconsin, Kansas State University, South Dakota State University, University of Missouri, and University of Illinois.

If the City is not actively accepting job applications for the position, prospective job candidates may submit a [job interest card](#). This allows the prospective candidates to be contacted when a recruitment announcement has been posted. At that time, they may then complete an application and compete for the position.

In order to assist candidates in preparing for the testing, the Ames Police Department has taken the extra step of offering test preparation assistance. This is intended to expand

the pool of applicants and reduce barriers to non-traditional police applicants. The preparation has ranged from a one-time overview to a more in-depth physical training and overview program offered with the assistance of the Ames Parks and Recreation Department.

Screening and Selection:

During a recruitment, candidates are initially screened based on the minimum requirements for the position (education, citizenship, etc.). Candidates complete a standardized physical fitness test and are required to obtain a passing score on the state-required Police Officer Selection Test. Candidates who successfully complete these screening components are invited to an oral board interview with reviewers from the Police Department, Human Resources, and other City departments.

During the interview that forms the civil service score (which qualifies candidates to the civil service list and makes them eligible for hire), questions focus on the candidates' maturity, service ethic, and integrity.

Finalists from this list are then selected to interview with a panel of police command staff. Candidates respond to questions about their philosophy of policing, experience with diverse communities, integrity, and values. Staff's philosophy is to interview for character and values knowing that policing skills are easier to teach than core values. Following this step, a candidate who embraces the ETP values may receive a conditional offer of employment, which allows for more detailed evaluation and testing to take place.

Candidates who receive a conditional offer of employment complete a background interview as a basis for a background investigation. The background investigation typically takes 4-6 weeks as a detective interviews friends, family, and acquaintances. Interviews are also conducted with teachers, former employers, landlords, neighbors, and college roommates about attitudes and experiences. Detectives strive to conduct these interviews in-person whenever possible to better assess credibility of these statements and understand the candidate.

Candidates' credit reports and online activity in social media accounts and other postings are examined. Throughout all sources, the investigators look for integrity, fairness, compassion, and a service ethic suitable to the profession. **Investigators also look for bias, extremism, and other attitudes or history that conflict with the values of the City. For those who have worked in another police department, investigators examine that work history very carefully to ensure the candidate has not displayed problematic behavior somewhere else.**

Those candidates who have a satisfactory background complete a polygraph examination. The polygraph focuses primarily on honesty and integrity, verifying that what has been learned about the candidate is accurate and that the candidate is not concealing misconduct or disqualifying behaviors, attitudes, bias, or beliefs.

If the candidate advances after the polygraph, the next step is typically psychological evaluation and an interview with a psychologist. The candidates complete the Minnesota Multiphasic Personality Inventory (MMPI), which is an evaluation required by the state of Iowa. The psychologist reviews the responses the candidate provided on the MMPI and information obtained from the background investigation in preparation for a clinical interview of the candidate. **In the clinical interview, the psychologist evaluates the candidate for evidence of bias, immaturity, emotional instability, propensity to violence, and other factors that would exclude the candidate from law enforcement.**

This psychological evaluation is also used to determine whether the candidate is well suited to law enforcement in the Ames community specifically. The psychologist has the City of Ames Police Officer job description and a statement of the organizational values to assist in evaluating the suitability of candidates. While this is more subjective on the part of the psychologist, it is still an important step to ensure that candidates are suited to the dynamic and diverse community that officers serve.

Passing these steps leads to a medical exam, which utilizes state standards related to hearing, vision, and overall ability to do the job. Once passed, the candidate then becomes employed by the City.

CITY MANAGER'S RECOMMENDATION:

RECOMMENDATION #3:

Realizing that all individuals have some form of implicit bias, the Human Resources staff will explore additional validated evaluation tools to use in the Police Officer selection process to help predict whether candidates have a propensity to inappropriately act upon bias.

THEME III – OFFICER TRAINING/EDUCATION

WHAT HAS BEEN SUGGESTED?

It is important to many who provided input that Police Officers who are hired receive training in the following topics: de-escalation of altercations, medical assistance, systematic racism, the historic role of police in maintaining oppressive social structures, implicit bias, and cultural competency.

WHAT ARE WE CURRENTLY DOING?

Over the years, the Police Department has understood the importance of utilizing training opportunities to make sure officers understand themselves and their own biases and the diversity and cultures of residents officers serve. Through training, officers are given specific skills so they can appropriately interact with these residents. Examples of the training that has been offered over the years include the following:

Training Related to City Values:

The Excellence Through People (ETP) organizational values are outlined on the City's website and are incorporated as expectations in the job description of every employee. Upon hire, new employees receive a copy of the job description listing these expectations and are also provided with a copy of the Personnel Policies and Procedures manual, which outlines the requirements to comply with all adopted policies.

All new employees in the City of Ames, including Police Officers, attend a three-day New Employee Onboarding (NEO) program. Among other information provided to new employees, this program includes a review of the ETP organizational values and goals, as well as presentations regarding respect, rights, and responsibility, ethics, open meetings and open records. These trainings reinforce the expectation of providing exceptional customer service to the community.

New employees also meet in small groups with the City Manager within the first few months of starting work. In these discussions, employees review the principles of ETP in greater depth and consider specific examples of how the values apply to their roles in the organization.

Police Department-Specific Training:

The Police Department conducts training regarding a variety of topics. Some of these training topics are addressed annually as required subjects. Others are provided for officers at the Iowa Law Enforcement Academy (ILEA) as part of the basic certification course.

Officers who attend ILEA for their basic training receive 10 hours of bias/diversity training and 8 hours of de-escalation training. In addition, these topics are woven into the other

training components such as the firearms program, defensive tactics, criminal law, and investigation of criminal activity.

Separately from academy training, some examples of department-wide training conducted by the Ames Police Department include:

- Cultural Diversity
 - Cultural Competency
 - Culture of New Immigrants
- Special Populations
- Fair and Impartial Policing
- Communications/De-Escalation
- De-Escalation/“Verbal Judo”
- Procedural Justice
- Implicit Bias
- Understanding Class in Law Enforcement
- Mental Health First Aid

The Ames Police Department also has certified trainers on staff in the following related areas:

- Fair and Impartial Policing
- Procedural Justice
- Implicit Bias
- Mental Health First Aid
- De-escalation (beginning November 2020)

Various Police Department supervisors have received advanced training in specialized topics such as: Cultural Diversity/Racial Profiling; Beyond Cultural Sensitivity; Law Enforcement and the Transgender Community; FBI Joint Hate Crimes Training; Iowa Summit for Justice and Disparities; Community Lives Matter: Candid Discussion and Solutions for Unifying Cops and Communities; our local Symposium on Building Inclusive Organizations, and various other community conversations and diversity roundtables. As supervisors complete these trainings, they share this knowledge with others in the department.

In the past several years, the staff in the Emergency Communications Center (911 Center) has received training regarding “bias by proxy.” This training encourages the dispatchers to ask more questions of a caller who is reporting activity that is not unlawful, but appears to have a racial undertone. This assists in determining whether or not a police response is warranted for the call.

CITY MANAGER'S RECOMMENDATIONS:

RECOMMENDATION #4:

Work with the Human Resources Department to develop a more formalized training curriculum for officers regarding diversity and bias topics.

RECOMMENDATION #5:

The City Manager will be recommending in the next budget cycle converting a vacant, authorized Police Officer position into an administrative sergeant position. This position will manage departmental training needs, statistical reporting and transparency, and supervision of new officers during the onboarding and Academy processes, in addition to other duties.

THEME IV – DEPARTMENTAL POLICIES

WHAT HAS BEEN SUGGESTED?

A number of emails received by the City Council have called for the following specific policies to be adopted by the Ames Police Department:

- 1. Ban chokeholds/strangleholds/hog-tying methods, and/or neck restraints in all cases.*
- 2. Require officers to de-escalate situations when possible, eliminating or reducing the need to use force. Establish a force continuum that restricts the most severe types of force. Require officers to exhaust all other alternatives, including non-force and other less-lethal force options prior to resorting to deadly force.*
- 3. Require officers to give a verbal warning before shooting*
- 4. Ban shooting at moving vehicles*
- 5. Require officers to report each time they use force or threaten to use force against civilians.*
- 6. Ban transporting civilians in an “uncomfortable positions”, such as face down in a vehicle.*
- 7. Ban the use of tear gas.*
- 8. Require officers to have body cameras on.*
- 9. Require officers to properly subdue a person that is already handcuffed.*
- 10. Require officers after using force to perform the necessary medical care and call the paramedics for support.*

Most of these specific requests align with the “8 Can’t Wait” campaign. In most instances, policies already exist that address these areas.

WHAT ARE OUR CURRENT POLICIES?

The Police Department contracts with Lexipol, a nationally recognized policy advisory firm, to monitor best practices, legislation, and case law. Lexipol assists in ensuring that the Department’s policies are comprehensive and up-to-date. In addition to receiving advice from Lexipol and its staff attorneys, the Department receives advice regarding policies from the Story County Attorney, the Iowa Attorney General, the Ames City Attorney, and attorneys and staff associated with the Iowa Community Assurance Pool.

As policies are adopted, they are assembled into the Ames Police Department Law Enforcement Services Manual, which is distributed to Police Officers and available on the City’s [website](#). Officers receive copies of revised policies and are required to review them and acknowledge that they have read and understand them. Daily training bulletins are provided to assess the officers’ understanding of the policies and how they apply to example situations.

Police Command Staff is involved in the International Association of Chiefs of Police and the Police Executive Research Forum (PERF). Both groups are dedicated to the

improvement of policing. PERF specifically invests in developing and disseminating best practices with a core emphasis on community policing and problem solving. As new community problems arise, Police staff use these resources to identify potential solutions to implement in Ames.

The use of force is a rare occurrence by Ames Police Officers. “Force” includes a variety of potential actions, ranging from an officer taking hold of an individual, the use of chemical agents, use of striking instruments, Taser display, Taser deployment, firearm display, and firearm discharge. In 2019, there were a total of 117 reports of use of force by Ames officers. There were 31,629 calls for service and 1,872 arrests in 2019.

Force was used in 117 of these 31,629 calls for service (0.37%), including 70 of the 1,872 arrests (3.7%). Eighty-two of the 117 use-of-force reports ranged from grabbing the individual to taking them to the ground. There were no incidents in 2019 where officers deployed chemical spray or used a striking instrument such as a baton. A Taser was deployed nine times; in four other incidents, the Taser was displayed but not deployed. Officers displayed a firearm in 22 incidents with no shots fired.

REQUESTED POLICY: Ban chokeholds/strangleholds/hog-tying methods, and/or neck restraints in all cases:

Policy 300.4 speaks directly to use of deadly force and chokeholds. While the current policy does not absolutely ban the use of chokeholds, it does limit the use only to situations where deadly force is authorized. In summer 2020, the Iowa Legislature changed Iowa law to treat chokeholds like other deadly force situations. Paragraph C of the Ames Police Department’s Deadly Force Policy now mirrors the recently passed state law, which is found in Iowa Code 804.8.

Prior to these changes, chokeholds were not expressly forbidden by department policy, and therefore it would not have been prohibited to use a chokehold to restrain a combative person.

300.4 DEADLY FORCE APPLICATIONS

When reasonable, the officer shall, prior to the use of deadly force, make efforts to identify him/herself as a peace officer and to warn that deadly force may be used, unless the officer has objectively reasonable grounds to believe the person is aware of those facts.

Use of deadly force is justified in the following circumstances involving imminent threat or imminent risk:

- a. An officer may use deadly force to protect him/herself or others from what he/she reasonably believes is an imminent threat of death or serious bodily injury.

- b. An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the individual has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the individual is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.
- c. The use of deadly force or chokeholds are only justified when a person cannot be captured in any other way and either of the following apply:
 1. The person has used or threatened to use deadly force in committing a felony.
 2. The police officer reasonably believes the person would use deadly force against any person unless immediately apprehended.

For purposes of this policy, "chokehold" means the intentional and prolonged application of force to the throat or windpipe that prevents or hinders breathing or reduces the intake of air. (Iowa Code § 804.8).

Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes that the individual has a weapon or is attempting to access one and intends to use it against the officer or another person. An imminent danger may also exist if the individual is capable of causing serious bodily injury or death without a weapon, and the officer believes the individual intends to do so.

REQUESTED POLICY: Require officers to de-escalate situations when possible, eliminating or reducing the need to use force. Establish a force continuum that restricts the most severe types of force. Require officers to exhaust all other alternatives, including non-force and other less-lethal force options prior to resorting to deadly force.

There are several policies that address the above statements. The Ames Police Department utilizes the concept of “force options” as opposed to a “force continuum.” A “continuum” implies that an officer must move through a set of options in a systematic way, whereas “options” require the officer to evaluate the resistance and use the option that best fits the situation at hand, including using no force.

For example, if an officer arrives at a call and is immediately met with gunfire (deadly force), it is not practical to expect the officer to proceed through a series of escalating force levels prior to returning fire. However, officers are trained to use

the least amount of force to gain control and compliance. Policies 300.2 and 300.3 address some of these concerns.

300.3.5 ALTERNATIVE TACTICS - DE-ESCALATION

When circumstances reasonably permit, officers should use non-violent strategies and techniques to decrease the intensity of a situation, improve decision-making, improve communication, reduce the need for force, and increase voluntary compliance (e.g., summoning additional resources, formulating a plan, attempting verbal persuasion).

300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include but are not limited to:

- a. Immediacy and severity of the threat to officers or others.
- b. The conduct of the individual being confronted, as reasonably perceived by the officer at the time.
- c. Officer/subject factors (e.g., age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).
- d. The effects of suspected drug or alcohol use.
- e. The individual's mental state or capacity.
- f. The individual's ability to understand and comply with officer commands.
- g. Proximity of weapons or dangerous improvised devices.
- h. The degree to which the individual has been effectively restrained and his/her ability to resist despite being restrained.
- i. The availability of other reasonable and feasible options and their possible effectiveness.
- j. Seriousness of the suspected offense or reason for contact with the individual.
- k. Training and experience of the officer.
- l. Potential for injury to officers, suspects, and others.
- m. Whether the individual appears to be resisting, attempting to evade arrest by flight, or is attacking the officer.
- n. The risk and reasonably foreseeable consequences of escape.
- o. The apparent need for immediate control of the individual or a prompt resolution of the situation.
- p. Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.
- q. Prior contacts with the individual or awareness of any propensity for violence.
- r. Any other exigent circumstances.

REQUESTED POLICY: Require officers to give a verbal warning before shooting

Policy 306.7.3 addresses warnings, including both warning shots and verbal warnings. Warning shots are inherently dangerous due to the risk of accidental injury or death to bystanders, and therefore are prohibited by policy and state law.

306.7.3 WARNING AND OTHER SHOTS

The firing of warning shots is prohibited. Verbal warning should be utilized whenever possible unless the utterance would compromise the safety of the officers or others.

REQUESTED POLICY: Ban shooting at moving vehicles

Policy 300.4.1 discusses shooting at moving vehicles. This policy recognizes the general ineffectiveness of shooting at or from a moving vehicle; however, it provides limited circumstances where the officer has no other alternative to avert the threat of the vehicle.

300.4.1 MOVING VEHICLES

Shots fired at or from a moving vehicle involve additional considerations and risks, and are rarely effective.

When feasible, officers should take reasonable steps to move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants.

An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the imminent threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.

Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

REQUESTED POLICY: Require officers to intervene and stop the use of excessive force by other officers.

Policy 300.2.1 outlines the duty to intercede and report by Ames Police Officers.

300.2.1 DUTY TO INTERCEDE AND REPORT

Any officer present and observing another law enforcement officer or a member using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force.

Any officer who observes another law enforcement officer or a member use force that is potentially beyond that which is objectively reasonable under the circumstances should report these observations to a supervisor as soon as feasible.

REQUESTED POLICY: Require officers to report each time they use force or threaten to use force against civilians.

Policy 300.5 mandates an officer report and document use of force. The Shift Commander reviews all reports marked “Use of Force” to ensure that officers are de-escalating when necessary and to ensure that, when force is used, that it is necessary, justified and reasonable. The analysis includes the type of force used, whether the case was a mental health situation, who the officer was, and if there were any injuries to the officer. The ethnicity, sex, and age of the individual force was used against is also recorded.

300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely, and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances.

To collect data for purposes of training, resource allocation, analysis, and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure, or law. See the Report Preparation Policy for additional circumstances that may require documentation.

300.5.1 NOTIFICATIONS TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

- The application caused a visible injury.
- The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.
- The individual subjected to the force complained of injury or continuing pain.
- The individual indicates intent to pursue litigation.
- Any application of the conducted energy device or control device.
- Any application of a restraint device other than handcuffs, shackles, or belly chains.
- The individual subjected to the force was rendered unconscious.
- An individual was struck or kicked.
- An individual alleges unreasonable force was used or that any of the above has occurred.

REQUESTED POLICY: Ban transporting civilians in an “uncomfortable positions”, such as face down in a vehicle.

Ames Police Department Policy 904.4 addresses transporting detainees. Generally, all persons are properly restrained by a safety belt and placed in a seated position. It is well known that detainees placed face down while restrained are susceptible to positional asphyxiation and this technique is not used.

904.4 PROCEDURES

Members transporting a person in custody should ensure:

- a. All persons are properly restrained by a safety belt or other approved safety restraint system.
- b. All persons in custody remain in a seated or otherwise safely restrained position in the rear of the vehicle.
- c. Any person behaving in a manner so violent or uncooperative that he/she cannot or will not sit upright is:
 1. Reviewed for a medical condition by an emergency medical services provider and if a medical condition exists, transported by ambulance for a medical examination.
 - a. If no medical condition exists or an ambulance is unavailable or unwilling to transport the prisoner, alternative transportation should be arranged (e.g., special transport van).
- d. A verbal welfare check is made with a person in custody every 10 minutes.

1. If a person being transported is not responsive or indicates a medical condition, the transporting member should advise dispatch and render aid as soon as practicable (see the Medical Aid and Response Policy).
 2. Special conditions (e.g., suicidal persons, persons wearing a spit hood) may require closer observations or visual monitoring as indicated in other parts of this policy and in the Handcuffing and Restraints and Temporary Custody of Adults policies.
- e. All areas of the vehicle accessible to a person in custody are searched before and after each transport.
- f. A person in custody is searched immediately after his/her arrest, before transport in any department vehicle, after transportation and any time another person assumes custody.
1. Whenever practicable, the search should be conducted by an officer of the same sex as the person being searched. If an officer of the same sex is not reasonably available, a witnessing officer should be present during the search.
- g. Transport is accomplished in a direct and timely manner.
- h. The same consideration is shown to a person in custody as would be reasonably shown to any other passenger (e.g., avoiding loud or objectionable music, excessive heat or cooling).
- i. The manner in which a person being transported is not used as a form of punishment or retaliation.
- j. Persons suspected of having a communicable disease are transported in compliance with the exposure control plan.
- k. Persons in custody are transported individually when practical, or within their own compartment of a multiple-compartment vehicle, unless supervisor approval is received based on unusual circumstances:
1. Juveniles are not to be transported with adults.
 2. Females are not to be transported with males. When possible, transgender or intersex persons should be transported with persons of the gender they identify with.
 3. Persons with known hostilities toward each other, such as mutual combatants or rival gang members, are not to be transported together.
- l. Dispatch is advised of the following:
1. The time when a transport begins and the vehicle's mileage.
 2. The time, vehicle's mileage and reason for any stops.
 3. The time of arrival at the destination and the vehicle's mileage.

- m. Reasonable efforts are made to prevent inappropriate conversations between persons being transported (e.g., demeaning or insulting language) or conversations between a person being transported and someone outside the vehicle.
- n. Direct visual observation and audio communication is provided during transport of:
 - 1. Individuals in auxiliary restraints (see the Handcuffing and Restraints Policy).
 - 2. Individuals in leg restraints.
 - 3. Individuals wearing a spit hood.
 - 4. Individuals who are a suspected suicide risk.

REQUESTED POLICY: Ban the use of tear gas.

The Ames Police Department policies do not currently prohibit the use of tear gas or other chemical munitions. The use of chemical munitions is limited to riot situations where life and/or property is endangered (this would not include peaceful protests). Deployment of chemical munitions, including tear gas, would have to be justified under Policy 300.3.2 (Factors Used To Determine The Reasonableness Of Force, described on page 14 of this report).

Tear gas, although deployed extremely infrequently, can be an effective dispersal tool when circumstances warrant. Without this option, officers with a need to disperse a violent crowd would need to resort to alternative force techniques (e.g., batons or hands-on techniques). These alternatives can present a greater risk of injury or death to individuals and to officers.

The use of tear gas is subject to several policies. Policy 303.6 describes who is authorized to deploy tear gas and in what circumstances.

303.6 TEAR GAS GUIDELINES

Tear gas may be used for crowd control, crowd dispersal or against barricaded suspects, based on the circumstances. Only the Shift Commander, Incident Commander or Emergency Response Team Commander may authorize the delivery and use of tear gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

When practicable, fire and emergency medical services personnel should be alerted or summoned to the scene prior to the deployment of tear gas to control any fires and to assist in providing medical aid or gas evacuation, if needed.

Policy 430 discusses First Amendment Assemblies, and distinguishes between lawful, peaceful assemblies and assemblies that meet criteria to be unlawful due to the destruction of property or harm to others. In an unlawful assembly, the use of force may be justified if there is a potential for harm to officers or other, or substantial property loss or damage. Use of force in an assembly is a specific situation discussed in Policy 430.7.

430.7 USE OF FORCE

Use of force is governed by current department policy and applicable law (see the Use of Force, Handcuffing and Restraints, Control Devices and Conducted Energy Device policies).

Individuals refusing to comply with lawful orders (e.g., nonviolent refusal to disperse) should be given a clear verbal warning and a reasonable opportunity to comply. If an individual refuses to comply with lawful orders, the Incident Commander shall evaluate the type of resistance and adopt a reasonable response in order to accomplish the law enforcement mission (such as dispersal or arrest of those acting in violation of the law). Control devices and conducted energy devices should be considered only when the participants' conduct reasonably appears to present the potential to harm officers, themselves or others, or will result in substantial property loss or damage (see the Control Devices and the Conducted Energy Device policies).

Force or control devices, including oleoresin capsaicin (OC), should be directed toward individuals and not toward groups or crowds, unless specific individuals cannot reasonably be targeted due to extreme circumstances, such as a riotous crowd.

Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report. The type of report required may depend on the nature of the incident.

REQUESTED POLICY: Require officers to have body cameras on.

Policy 424.5 addresses the circumstances that require activation of cameras, both body-worn and in-car cameras. Generally, officers are expected to activate cameras during law enforcement interactions.

424.5 ACTIVATION OF THE AUDIO/VIDEO RECORDER

This policy is not intended to describe every possible situation in which the recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The recorder should be activated in any of the following situations.

- a. All enforcement and investigative contacts including stops and field interview situations
- b. Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- c. Self-initiated activity in which an officer would normally notify the Communication Center
- d. Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

REQUESTED POLICY: Require officers to properly subdue a person that is already handcuffed

Policy 302 addresses handcuffing and restraints including the proper application. Specifically, Policy 302.4 addresses the application of handcuffs or plastic cuffs.

302.4 APPLICATION OF HANDCUFFS OR PLASTIC CUFFS

Handcuffs, including temporary nylon or plastic cuffs, may be used only to restrain a person's hands to ensure officer safety.

Although recommended for most arrest situations, handcuffing is discretionary and not an absolute requirement of the Department. Officers should consider handcuffing any person they reasonably believe warrants that degree of restraint. However, officers should not conclude that in order to avoid risk every person should be handcuffed regardless of the circumstances.

In most situations, handcuffs should be applied with the hands behind the person's back. When feasible, handcuffs should be double-locked to prevent tightening, which may cause undue discomfort or injury to the hands or wrists.

In situations where one pair of handcuffs does not appear sufficient to restrain the person or may cause unreasonable discomfort due to the person's size, officers should consider alternatives, such as using an additional set of handcuffs or multiple plastic cuffs.

Handcuffs should be removed as soon as it is reasonable or after the person has been searched and is safely confined within a detention facility.

REQUESTED POLICY: Require officers after using force to perform the necessary medical care and call the paramedics for support.

The Use of Force policy also addresses some medical considerations.

300.6 MEDICAL CONSIDERATIONS

Once it is reasonably safe to do so, medical assistance shall be obtained for any person who exhibits signs of physical distress, has sustained visible injury, expresses a complaint of injury or continuing pain, or was rendered unconscious. **Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed. Individuals should not be placed on their stomachs for an extended period, as this could impair their ability to breathe.**

Based upon the officer's initial assessment of the nature and extent of the individual's injuries, medical assistance may consist of examination by an emergency medical services provider or medical personnel at a hospital or jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Individuals who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics, and imperviousness to pain (sometimes called "drug-induced delirium"), or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical

emergency should request medical assistance as soon as practicable and have medical personnel stage away.

See the Medical Aid and Response Policy for additional guidelines.

CITY MANAGER'S RECOMMENDATIONS:

RECOMMENDATION #6:

As revisions are made to Police Department policies, revised versions will be updated on the City's website.

RECOMMENDATION #7:

An independent review of the Police Department policies will be periodically undertaken by a citizen committee. See Recommendation #16 regarding the creation of an Ames Citizen Police Advisory Committee (ACPAC).

RECOMMENDATION #8:

As new laws are adopted at the federal and state levels and clarified by the courts, the City will continue to use Lexipol to review the Ames Police Department's existing policies to ensure compliance with the law and commitment to fair and impartial policing. Lexipol will continue to recommend new policies to address areas where policies do not yet exist.

THEME V – CITY ORDINANCES AND STATE LAW

WHAT HAS BEEN SUGGESTED?

Some people who are aware of the Police Department policies are concerned that they can be altered by the city administration. Therefore, they would prefer that certain prohibitions be placed into ordinances where the City Council has control over what actions are illegal and must be publicly voted on to eliminate or modify. Suggestions for new local ordinances include ordinances to:

- Ban racial profiling*
- Prohibit racial bias in policing*
- Prohibit an unjust accusation from one person against another to the Police because of their race*
- Decriminalize the use and possession of marijuana for less than 40 grams.*

WHAT DO OUR CURRENT ORDINANCES SAY?

The following four topics are not directly addressed in current local ordinances. Several of these topics are addressed either in Police Department policies or in state law.

Racial profiling and racial bias in policing are prohibited in the Police Department's Bias-Based Policing Policy. This policy is Policy 401 in the Police Department Policy Manual.

Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Ames Police Department's commitment to policing that is fair and objective. Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach, partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include: Bias-based policing - An inappropriate reliance on characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement.

401.2 POLICY

The Ames Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited. However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

401.4 MEMBER RESPONSIBILITIES

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any bias-based actions by another member.

401.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual. To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable. Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
 - 1. Supervisors should document these discussions, in the prescribed manner.
- (b) Supervisors should periodically review Mobile Audio/Video (MAV) recordings, portable audio/video recordings, Mobile Data Terminal (MDT) data and any other

available resource used to document contact between officers and the public to ensure compliance with this policy.

1. Supervisors should document these periodic reviews.
 2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

401.6 ADMINISTRATION

The Patrol Commander should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police. The annual report should not contain any identifying information about any specific complaint, member of the public or officer. It should be reviewed by the Chief of Police to identify any changes in training or operations that should be made to improve service. Supervisors should review and the annual report and discuss the results with those they are assigned to supervise.

401.7 TRAINING

Training on fair and objective policing and review of this policy should be conducted as directed by the Patrol Commander and include training offered by the Iowa Law Enforcement Academy (ILEA) (Iowa Code § 80B.11).

It should be further noted that actions of the Police are considered a “public accommodation” under the Iowa Civil Rights Act. Therefore, in addition to violating Police Department policy, accusations of racial discrimination in policing can be investigated by the Iowa Civil Rights Commission.

There is no local ordinance regarding making a false, unjust allegation to police because of a racial characteristic. Iowa Code Chapter 718.6(1) prohibits knowingly reporting false information to law enforcement agencies. Providing false information to a law enforcement agency is punishable as a simple misdemeanor, except when the falsely alleged criminal act is a serious or aggravated misdemeanor or felony, in which case the false report is punishable as a serious misdemeanor.

The use and possession of marijuana is addressed in state law. Under state law, the possession of 40 grams of marijuana is a serious misdemeanor. If this quantity of marijuana is separated into baggies and in proximity to a scale, the circumstances could justify a charge of possession with intent to deliver, which is a Class D felony. Serious

misdemeanors are punishable by a minimum fine of \$430 and/or up to 30 days in jail. Class D felonies are punishable by a minimum fine of \$930 and/or up to five years in prison.

The Municipal Code does contain a specific section regarding the possession of dope paraphernalia, Section 17.23. This section prohibits the sale or display of marijuana pipes, along with a variety of other paraphernalia used to administer controlled substances. A violation of this section is a municipal infraction punishable by a \$50 fine for a first violation or \$100 for subsequent violations.

CITY MANAGER'S RECOMMENDATIONS:

RECOMMENDATION #9:

Adopt an ordinance prohibiting any member of the City of Ames organization from racial profiling or taking actions that are indicative of bias in the delivery of City services.

RECOMMENDATION #10:

Adopt a local ordinance that prohibits filing false reports or providing false information to police against an individual because of race or another protected characteristic.

Although it is possible to adopt a local ordinance prohibiting false reports, the City may only charge someone with up to a simple misdemeanor. Therefore, if an individual who files a false report does so in a manner which would warrant a serious misdemeanor violation under state law, the local ordinance would not apply, and the charge would be a state violation, not the local violation.

The Council should also be aware that proving the intent of a person filing a report or providing a statement can be difficult. However, a local ordinance can provide some measure of prosecution in instances where evidence does exist of a person's malintent. Additionally, a local ordinance regarding this topic makes a strong statement that maliciously filing reports against an individual because of race or another characteristic is not tolerated in the Ames community.

THEME VI – TRANSPARENCY

WHAT HAS BEEN SUGGESTED?

In order for the citizens to better gauge how successful our Police Officers are doing in providing unbiased policing, it is important that data be furnished to the public. It has been suggested that data should be periodically released such as arrest records, stop records, the number of civilian deaths that occur while in police custody, and the number of civilian deaths that occur as the result of force. It has been further suggested to break these reports down according to various demographics.

WHAT ARE WE CURRENTLY DOING?

It is important to note that the Police record management system is designed to take information from the field and get it to the court system. Demographic data, such as race, is not typically a dataset important to the courts, so it is not always available in the records management system. Therefore, the current records management system is not an efficient tool to conduct statistical analysis of demographic data. Improving the reporting of demographic data requires increased staff time to analyze.

There are two types of logs that the Ames Police Department publishes online. The first, the Press Log, describes general information about calls for service, while the second, the Arrest Report, lists the names and charges for each person arrested.

Annual reports, including the information provided in the City Budget, provide a statistical and financial summary of department activity. Significant crimes and community events are announced using press releases and social media. Ames Police also report crimes to state and federal databases and participate in efforts to improve state and federal crime reporting.

In 2019, the Ames Police Department and Iowa State University Police Department voluntarily initiated a stop study to evaluate whether racial disparity exists in the traffic stops conducted by both departments. The results of this study should be available in Fall 2020.

CITY MANAGER’S RECOMMENDATIONS:

As with other City services, City staff believes information about services provided should be shared with the public. In the case of the Police Department, crime statistics are a basic set of data the public should be able to obtain and review.

RECOMMENDATION #11:

Publish quarterly summaries on the Police Department website for citations (e.g., traffic tickets, municipal infractions, simple misdemeanors) and arrests, with a breakdown of race and other demographics, where known*.

RECOMMENDATION #12:

Publish quarterly reports on the Police Department website with use of force statistics, with a breakdown of race and other demographics, where known*.

*It should be understood that demographic information is not collected in every police interaction. Some state reports require collecting demographic information and some do not. If demographics are not provided on an individual's documentation (such as an ID card), officers will not ask or make assumptions to obtain this information.

RECOMMENDATION #13:

Create a new system for citizens to report bias incidents, publish this data on the Police Department website, and share these reports with the Human Relations Commission for follow-up (Bias incidents are events where there is a connection to racial bias, but do not meet the requirements for a hate crime).

RECOMMENDATION #14:

Conduct periodic studies of traffic stop statistics to identify whether racial disparity exists in the traffic stops conducted by the Police Department.

THEME VII – ACCOUNTABILITY IN COMPLAINT HANDLING AND DISCIPLINE

WHAT HAS BEEN SUGGESTED?

It has been suggested that complaints regarding inappropriate action by Police Officers cannot be fairly addressed when the discipline process is contained within the department. Therefore, it has been suggested that an independent body be created to investigate and determine discipline for officers accused of such actions.

WHAT ARE WE CURRENTLY DOING?

Complaints about officer conduct can be handled through the City's internal complaint process or through external processes. Externally, an individual could file an Iowa Civil Rights Commission (ICRC) complaint, if the person believes they were treated unfairly on the basis of race, gender, age, or another characteristic protected by the Iowa Civil Rights Act. Generally with these complaints, the City would receive a questionnaire from ICRC and be asked to provide information regarding the circumstances of the complaint. ICRC would review this information during its investigation and determine whether there is probable cause that discrimination has occurred. If so, a mediation can take place, or the complainant may receive a "right-to-sue" letter, which could be used to bring a civil lawsuit against the City.

Additionally, a person could file a complaint with the Iowa Ombudsman's Office. This office provides impartial investigation of complaints regarding services provided by state or local government. If a failure of City or state policy has occurred, the Ombudsman may provide a formal report with recommendations to take corrective actions.

A complaint filed directly with the Ames Police Department would be handled in accordance with the Department's Personnel Complaints/Internal Affairs Policy. The internal complaint investigation functions are outlined as Policy 1010 in the APD Law Enforcement Services Manual. This manual is available on the Police Department's web page. This policy distinguishes various types of complaints and provides different methods to resolve them depending on the nature of the allegation.

A complaint about officer conduct or a policy violation may come to the City's attention from the public or internally through a co-worker or supervisor. Every complaint is investigated.

Receipt of Complaints:

Complaints may be filed in writing or orally. They can be accepted from anonymous and third-party sources. However, complainants are encouraged to file written complaints in

person, so contact information and other details may be collected to enable future follow-up to occur.

Personnel complaints are those where an allegation of misconduct or improper job performance has been made that, if true, is a violation of established policy or law.

Inquiries about conduct that, if true, would not be a violation of law or policy are not considered a personnel complaint. These inquiries are handled informally by a supervisor.

Supervisors are responsible to ensure all complaints are documented on a complaint form. All complaints and inquiries are documented in a log, including the nature of the complaint and the actions taken to address it.

Investigating Allegations of Misconduct:

Generally, personnel complaints are investigated by the immediate supervisor of the employee in question. In some situations (such as when the supervisor is involved in the allegation), another supervisor may investigate the complaint. Serious allegations are investigated by the Department's Internal Affairs Coordinator. Complainants are notified of the investigator's name. Efforts are made to obtain names and contact information of witnesses. Evidence is collected, such as photographs of alleged injuries.

If the complaint can be resolved immediately, the supervisor is to notify the complainant within 24 hours. Complaints that cannot be resolved quickly are referred to the shift Lieutenant, who will determine whether to contact the complainant or assign the complaint for investigation.

Body cameras are worn by every uniformed Police Officer and are used to record most public interactions (see Policy 424.5 – Activation of the Audio/Video Recorder on pages 20-21 of this report). These recordings are reviewed when there are complaints or when developing performance appraisals. If a complaint involves an interaction that would be recorded on a body-worn camera, that footage can be retrieved and reviewed, provided the complaint is regarding a recent interaction.

When circumstances warrant, the accused employee may be placed on paid administrative leave or temporarily reassigned to a different shift (if appropriate) until the conclusion of the investigation.

Peace Officer Bill of Rights (Iowa Code Chapter 80F):

Iowa law provides that certain steps must take place when a Police Officer who is the subject of a complaint is interviewed in an administrative investigation by a supervisor or a member of the Internal Affairs Unit. These steps include:

1. The officer must receive a written summary of the complaint prior to being interviewed
2. The interview must be audio recorded
3. The interview must take place at a facility of the investigating agency
4. The officer has the right to have legal counsel and either a union representative

The Bill of Rights also requires that if an officer is interviewed more than once, the officer is entitled to a copy of the recording of the prior interview in advance. Additionally, no more than two interviewers should ask questions of an accused officer.

Garrity Advisement:

City policies provide that an accused officer may be required to answer questions in the course of the investigation. Employees who refuse to cooperate in answering questions are subject to discipline. This is a common practice in employment investigations both in and outside law enforcement. However, when the employer is also a law enforcement agency, an employee who is compelled to answer questions in a process that may lead to criminal charges is given a Garrity advisement prior to questioning.

The Garrity advisement stems from U.S. Supreme Court case law. The advisement provides that the employee may be required to answer questions, but that the statements gathered from that testimony may not be used in any subsequent criminal investigation. This balances the employer's right to demand cooperation in an employment action with the employee's right to not self-incriminate if a criminal act has taken place.

In cases where an employee is accused of potentially criminal conduct, the criminal allegations are investigated by a separate supervisor or investigator from the administrative investigation. The Chief of Police may request a criminal investigation by an outside law enforcement agency.

Report Outcomes:

Police personnel complaints are classified with one of the following dispositions:

1. Unfounded – The alleged facts did not occur or did not involve department members.
2. Exonerated – The alleged act occurred but the act was justified, lawful, and/or proper
3. Not sustained – There is insufficient evidence to sustain the complaint or fully exonerate the employee

4. Sustained – The act occurred, and it constituted misconduct
5. Policy failure – The allegation is true, and the action was not inconsistent with policy
6. Not involved – The individual subject of the complaint was not involved in the alleged incident.

Pre-Disciplinary Hearing:

The officer who is the subject of a complaint is notified of the outcome at the conclusion of the investigation. The disciplinary process is handled in collaboration between the Chief of Police, Human Resources, and the City Manager's Office. This involvement of staff outside the Police Department ensures that two objectives are met: First, it ensures critical procedural steps are correctly followed. Second, it ensures that any proposed discipline aligns with similar levels of discipline imposed in similar situations elsewhere in the City organization.

If disciplinary action against an officer is warranted, the Chief of Police determines the proposed level of discipline in consultation with the City Manager's Office and Human Resources. As with other City employees, discipline can take various forms depending on the circumstances, such as oral reprimand, written reprimand, suspension, demotion, or termination.

The Chief of Police will provide the employee with a written notice that discipline is being considered, along with access to the materials considered by the Chief in reaching that decision. The employee has five days to respond orally (recorded) or in writing. The purpose of the response from the employee is to offer reasons why the proposed discipline should not occur, by offering either further avenues of investigation or mitigating factors to consider. The employee is not permitted to present testimony or witnesses.

Imposing Discipline:

Following the employee response, the Chief of Police may impose the discipline, if warranted, by providing the decision in writing along with the grounds and reasons for the discipline. In compliance with a recent state law change, employees are also notified that information in their personnel file as a result of disciplinary action may become a public record.

If an employee resigns or retires while under investigation, prior to the conclusion of the disciplinary process, the fact that the investigation/discipline was pending is noted in the employee's personnel file. Additionally, resigning while under investigation may prevent the officer from obtaining full retirement benefits from the Municipal Fire and Police Retirement System of Iowa. An investigation may continue even after an employee resigns.

Appeal Process:

If an investigation results in an officer being disciplined, including if the officer is terminated from employment, state law provides that the disciplinary action must be delayed by ten days if the accused officer alleges a violation of the procedures and protections outlined in the Peace Officers Bill of Rights. **Therefore, a disciplinary process disputed by the employee is not likely to be resolved in a matter of days, as has been seen in some cities in other parts of the country in the aftermath of alleged policy or law violations.**

Employees may appeal discipline in accordance with the terms of the collective bargaining agreement (for Police Officers who have completed their probationary period) or personnel rules (for all Police Officers of sergeant rank or higher). Probationary employees do not have rights to appeal disciplinary action either through the collective bargaining agreement or to the Civil Service Commission.

All non-probationary Police Officers, regardless of rank, are civil service employees under Iowa law, and therefore have rights to appeal certain actions to the Civil Service Commission.

Police Officers may appeal oral and written reprimands through the grievance process outlined in the collective bargaining agreement. This process provides procedures and time limits for these actions to be appealed to:

- Step 1: Within five days of the action, to the immediate supervisor. Response must be delivered within five working days
- Step 2: Within five days of Step 1 response, to the Chief of Police. Response must be delivered within five working days
- Step 3: Within five days of Step 2 response, to the City Manager or designee. Response must be delivered within ten working days
- Step 4: Within five days of Step 3 response, to arbitration

A failure of the employee to meet any grievance appeal time limits is considered a waiver of the appeal right. A failure of the supervisor/manager to respond within the time limits is considered a denial at that step.

In cases of suspension, demotion, or discharge, any non-probationary Police Officer, regardless of rank, may appeal to the Civil Service Commission for a hearing within 14 calendar days of the decision to impose such action. The City must provide to the Commission the reasons for the discipline. A failure by the City to provide such information within the time limits obligates the Commission to reinstate the disciplined officer.

If properly filed, the Commission will hold a hearing, where it may subpoena witnesses and documents and hear arguments from the appellant and the City. The Commission will issue a decision upholding or overturning the disciplinary action, which either party may appeal to District Court within 30 days of the decision.

CITY MANAGER'S RECOMMENDATIONS:

RECOMMENDATION #15:

Make forms to document complaints more readily available on the Police Department website to provide ample opportunities for the public to register their concerns about incidents.

RECOMMENDATION #16:

Create an Ames Citizen Police Advisory Committee (ACPAC) in accordance with the following model presented below.

City staff has explored a variety of models for this type of advisory committee. **Due to the constraints of state law with regards to civil service, collective bargaining law, and the Peace Officers' Bill of Rights, staff has concluded that the best model for such an advisory committee would be as follows:**

The goals of the ACPAC would be to:

1. Incorporate a citizen perspective into the evaluation of citizen complaints against the Ames Police Department (APD)
2. Provide thoughtful recommendations regarding the policies and practices of the APD
3. Report concerns regarding complaint investigation outcomes to the City Manager
4. Increase public confidence in the professionalism and accountability of the APD

The membership of the ACPAC would be:

1. Seven individuals
2. Representative of the diversity of the community
3. Appointed by the Mayor with the consent of the Council
4. Trained after appointment in contemporary policing practices and legal standards based on recommendations from the National Association for Civilian Oversight of Law Enforcement (NACOLE)
5. Committed to impartiality and to a review of complaints based only upon facts and evidence. Members must not be prejudiced in favor of complainants or police officers
6. Subject to confidentiality requirements

The scope of the ACPAC's responsibilities would be:

1. Accept complaints from the public regarding the conduct of sworn Police Officers and forward such complaints to the Ames Chief of Police for appropriate investigation.
2. Advise the Chief of Police regarding complaints from the public.
 - a. ACPAC may review complaints from the public related to:
 - i. Police Department policy violations
 - ii. Improper or inadequate investigation
 - iii. Excessive force
 - iv. Discrimination
 - v. Harassment
 - vi. Any other complaint in which the Chief of Police determines ACPAC review would be desirable
 - b. When such a complaint is received from the public by the APD either directly or by ACPAC referral, it would be investigated in accordance with APD policies and applicable law. At the conclusion of the investigation into a complaint, the Chief of Police would convene the ACPAC to discuss the investigation and seek ACPAC's input, prior to the Chief making a decision as to personnel action.
 - c. ACPAC's review and recommendation would be advisory in nature. ACPAC's role is separate from the investigation process and from the disciplinary process.
3. Review departmental policies and procedures and provide comments and suggestions for improvement to the Chief of Police and City Manager.
4. Conduct outreach to individuals and groups in the Ames community regarding:
 - a. Concerns related to public safety and police procedures
 - b. Rights and responsibilities of citizens in law enforcement interactions
 - c. Processes and resources for filing complaints
5. Provide feedback to the Chief of Police regarding whether an officer's conduct merits commendation, in instances where a commendation is being considered.
6. Issue an annual report to the Mayor and Ames City Council containing the following information:

- a. The number of complaints reviewed and the nature of such complaints
- b. Demographic information of complainants, where disclosed by complainants
- c. A summary of policies reviewed and any changes recommended
- d. A summary of Committee training received
- e. A summary of outreach activities conducted
- f. Concerns regarding complaint investigation outcomes, if any

THEME VIII – COMMUNICATION

WHAT HAS BEEN SUGGESTED?

When the Chief of Police responded in writing to inquiries received this summer regarding the City's departmental policies, many were pleased to learn that the policies of the Police Department already addressed these concerns. Therefore, it appears from this feedback that the Police Department needs to do a more effective job communicating with under-represented populations.

WHAT ARE WE CURRENTLY DOING?

For several years, the Police Department has been utilizing social media in its strategy to engage with the public. This social media strategy began with the use of Facebook, which was utilized to issue press releases to people who may not have otherwise seen them. The department has expanded its efforts with the use of Twitter; this platform seems to reach a slightly different segment of the Ames population. On both platforms, timely information is distributed to alert residents to scams, weather events, crime alerts, press releases, and community outreach activities.

While events such as National Night Out and the school supply giveaway reach thousands, the social media posts about these events reach many more. This is also the case with other Police Department outreach events, including Shop with a Cop, Carving with Cops, Donuts in the Park, and Coffee with Cops.

The department has partnered with the Ames Branch of the NAACP to host a series of programs in the past about "Know Your Rights", where rights during police interactions, such as traffic stops, were discussed. More recently, representatives of the Ames Police Department participated in a broadcast series with the NAACP, Taking the Lead 2020, where contemporary policing issues were discussed.

Since 1999, the Ames Police Department has offered a [Citizen Police Academy](#) program for the public. This program is a hands-on learning experience for individuals in the community who wish to learn more about the Police Department's activities and operations. Each class participates in eight three-hour sessions covering topics such as use of force, investigations, firearms, and narcotics. Participants also take part in a ride-along and meet Police Department staff to hear from their experiences. The program is offered twice per year to groups of 14-16 participants.

CITY MANAGER'S RECOMMENDATIONS:

While the events hosted by the department are important for the public to be aware of, further efforts could be made to engage the public in areas such as police policies and procedures, the complaint process, and the Body Worn Camera Program.

The City Council is aware of the challenges faced in effectively communicating with those who reside in the community, not just as it relates to the Police Department, but to all services provided by the City. Towards this end, the Council has established as one of its goals to “Use the best communication engagement techniques and modern technologies to engage the community by reaching people in geographic areas using multiple channels.”

In order to accomplish this goal, the City Manager recommended that the City Council engage the services of a class from the Department of Community and Regional Planning at Iowa State University to identify the various groups of residents that live in the community, catalog the various communication techniques/strategies that have been used successfully in cities throughout the country, recommend which strategy will prove more effective for each of the identified resident groups, with an emphasis on those under-represented in the community. It is anticipated that this information will be available by December 2020. Depending on what transpires with COVID-19, a second class in the Spring will focus on testing some of these strategies in relations to City issues.

RECOMMENDATION #17:

Adopt the City Council-approved recommendations from the ISU Community and Regional Planning class(es) regarding the best communication techniques to reach under-represented populations in Ames.

RECOMMENDATION #18:

Provide periodic updates to the public from the Chief of Police regarding activities, current events, policies, and less understood aspects of the Police Department through the use of social media, cable television, videos, radio, and other media.

RECOMMENDATION #19:

Refresh the Police Department pages of the City’s website to ensure the information is clear, concise, and user-friendly for community members.

THEME IX – FUNDING

WHAT HAS BEEN SUGGESTED?

Calls are being heard throughout the country to “defund” police departments. This call includes the suggestion that the savings realized from reducing the department’s budget be reallocated to various social service agencies, programs related to mental health, social work, crisis intervention, homelessness, drug prevention/treatment, affordable housing, public transit, before and after school programs, parks and recreation programs, community engagement, food security, and holistic collaborative services.

It has also been repeatedly suggested that the City not purchase nor accept surplus military vehicles for Police Department use.

WHAT ARE WE CURRENTLY DOING?

The adopted FY 2020/21 City budget appropriates \$10,596,148 to the Law Enforcement program, which represents 4% of the total City budget. It should be noted that 88% (\$9,298,828) of the expenditures in total Law Enforcement program pay for personal services, which are the salary and benefits of those who work in the department. The remaining portion of the budget is allocated 8% (\$800,355) for Internal Services, 3% (\$346,165) for Contractual expenses, and 1% (\$150,800) for Commodities/Other. In addition, of this \$10,596,148 total, \$8,171,183 is earmarked for Police Services with the remaining \$2,424,965 directed towards the Administration/Records and Emergency Communication functions.

Unlike most similar-sized cities throughout the country, Ames has access to Local Option Sales Tax revenues. This tax, which is 1% on most purchases of goods and services in Ames, has allowed the Ames City Council to provide substantial funding for local human services agencies that serve low and moderate income residents in the Ames community. This funding is provided through a collaboration known as ASSET. In FY 2020/21, City funding for these agencies will total \$1,524,850. In addition to the City’s commitment to human services agencies, Story County, United Way, and Iowa State University Student Government are contributing a combined \$3,010,453 for a collective total of \$4,535,303 in FY 2020/21 to human service agencies.

These funds are used to purchase childcare, rent/utilities assistance, shelter services for homeless individuals, mental health and substance abuse prevention and treatment services, food pantry programs, transportation, nutrition, home health assistance, youth development programs, and domestic violence services.

In addition, the City Council has directed that all Community Development Block Grant (CDBG) and HOME program funding received this fiscal year from the Department of Housing and Urban Development be earmarked to develop a new housing subdivision for multiple family housing units and single family detached homes that meet the needs

of low and moderate income residents in Ames. In FY 2020/21 the total for this funding source is \$826,442.

The City also participates in collaborations such as the Mental Health/Criminal Justice Task Force and the newly developed drug diversion program. The latter is a program created to divert non-violent offenders with drug addiction from the criminal justice system. A representative from each law enforcement agency in Story County, including the Ames Police Department, will be a member of the drug diversion team. Relationships such as these are a result of police, human service agencies, and community members working together towards the best outcomes for the citizens they serve.

For several years, the Police Department has been reducing officer involvement in some nuisance and social problems. There are several nuisance regulations in Ames that do not rise to the level of crimes but have traditionally been handled by police. For example, officers are no longer making contact on noise complaints where no violations exist. Instead, these complaints are being referred to apartment managers or property owners to address with tenants. In other instances, neighbors are being encouraged to make contact to discuss and resolve the issues.

The department is currently evaluating the issuance of no-trespass orders and whether these are better handled civilly as opposed to involving a Police Officer in the contact. The Police Department has also limited its responses to “smell of marijuana” calls, instead referring these to apartment managers and owners.

The Police Department has employed a Mental Health Advocate (MHA) for the past seven years. The MHA is ¾-time employee who evaluates police calls for service and selects those cases with a mental health component. The MHA then sends this information to area mental health care providers and practitioners to keep open lines of communication and ensure those with mental health conditions are receiving proper services. The MHA works with individuals with mental health issues and their families to navigate both the criminal justice system and mental health services. The MHA also works closely with Police Officers and is a member of the both the Wellness and Peer Support Teams.

While the Police Department is frequently called to respond to calls involving a mental health component, it is not always appropriate. Over the past few years, the Police Department has begun diverting mental health calls for service to the Mobile Crisis Response Team (MCRT), managed by Eyerly Ball Community Mental Health Services. MCRT has been utilized to take these calls that do not require a Police Officer response. MCRT responders are trained in mental health crisis management techniques and are on-call to respond to calls from citizens or law enforcement.

The MCRT teams can take up to 45 minutes to arrive once called, which in some cases results in the incident being resolved by police before the team arrives. However, in incidents where the MCRT team can arrive quickly, these mental health professionals can assist in stabilizing the situation and providing resources for the individual in crisis to receive follow-up support. The department's MHA works closely with MCRT to share

information about crisis incidents and residents with mental health issues who have encountered law enforcement.

The Ames Police Department does not currently possess any surplus military vehicles. Until approximately 2003, the Department owned a surplus military ambulance that was converted to transport officers to incidents. That vehicle was replaced with more effective civilian vehicle for that purpose.

CITY MANAGER'S RECOMMENDATIONS:

A review of the Police Department budget reveals that the vast majority of the funding is directed towards pay and benefits. In fact, of the \$10,596,148 for the Law Enforcement budget, only \$1,297,320 is earmarked for expenses other than personal services. Any substantial redirection of funding out of this budget would have to come from personal services which would reduce the number of officers and thereby severely impact the City's ability to provide adequate service to the community.

Fortunately, a substantial amount of funding is currently being allocated through the ASSET process to support various human services for low and moderate income residents.

RECOMMENDATION #20:

Adopt a City Council policy that no surplus armored military vehicles may be purchased or accepted for City use.

RECOMMENDATION #21:

If the City Council wishes to do so, the allocation of ASSET funds could be reprioritized in the next budget cycle and concentrated in human services that better meet the City Council's social justice goals.

SUMMARY OF CITY MANAGER RECOMMENDATIONS

RECOMMENDATION #1:

Pg. 3

The values that drive our Excellence Through People initiative will be revised to include the new values of Diversity, Equity, and Inclusion.

RECOMMENDATION #2:

Pg. 3

The City Manager will be recommending during the next budget cycle (FY 2021/22) that a new full-time position of Diversity, Equity, and Inclusion Coordinator be created.

RECOMMENDATION #3:

Pg. 7

Realizing that all individuals have some form of implicit bias, the Human Resources staff will explore additional validated evaluation tools to use in the Police Officer selection process to determine whether candidates have a propensity to inappropriately act upon bias.

RECOMMENDATION #4:

Pg. 10

Work with the Human Resources Department to develop a more formalized training curriculum for officers regarding diversity and bias topics.

RECOMMENDATION #5:

Pg. 10

The City Manager will be recommending in the next budget cycle converting a vacant, authorized Police Officer position into an administrative sergeant position. This position will manage departmental training needs, statistical reporting and transparency, and supervision of new officers during the onboarding and Academy processes, in addition to other duties.

RECOMMENDATION #6:

Pg. 23

As revisions are made to Police Department policies, revised versions will be updated on the City's website.

RECOMMENDATION #7:

Pg. 23

An independent review of the Police Department policies will be periodically undertaken by a citizen committee. See Recommendation #16 regarding the creation of an Ames Citizen Police Advisory Committee (ACPAC).

RECOMMENDATION #8:

Pg. 23

As new laws are adopted at the federal and state levels and clarified by the courts, the City will continue to use Lexipol to review the Ames Police Department's existing policies to ensure compliance with the law and commitment to fair and impartial policing. Lexipol will continue to recommend new policies to address areas where policies do not yet exist.

RECOMMENDATION #9:

Pg. 27

Adopt an ordinance prohibiting any member of the City of Ames organization from racial profiling or taking actions that are indicative of bias in the delivery of City services.

RECOMMENDATION #10:

Pg. 27

Adopt a local ordinance that prohibits filing false reports or providing false information to police against an individual because of race or another protected characteristic.

RECOMMENDATION #11:

Pg. 28

Publish quarterly summaries on the Police Department website for citations (e.g., traffic tickets) and arrests, with a breakdown of race and other demographics, where known.

RECOMMENDATION #12:

Pg. 29

Publish quarterly reports on the Police Department website with use of force statistics, with a breakdown of race and other demographics, where known.

RECOMMENDATION #13:

Pg. 29

Create a new system for citizens to report bias incidents, publish this data on the Police Department website, and share these reports with the Human Relations Commission for follow-up (Bias incidents are events where there is a connection to racial bias, but do not meet the requirements for a hate crime).

RECOMMENDATION #14:

Pg. 29

Conduct periodic studies of traffic stop statistics to identify whether racial disparity exists in the traffic stops conducted by the Police Department.

RECOMMENDATION #15:

Pg. 35

Make forms to document complaints more readily available on the Police Department website to provide ample opportunities for the public to register their concerns about incidents.

RECOMMENDATION #16:

Pg. 35

Create an Ames Citizen Police Advisory Committee (ACPAC) according to the model identified on pages 35-37.

RECOMMENDATION #17:

Pg. 39

Adopt the City Council-approved recommendations from the ISU Community and Regional Planning class(es) regarding the best communication techniques to reach under-represented populations in Ames.

RECOMMENDATION #18:

Pg. 39

Provide periodic updates to the public from the Chief of Police regarding activities, current events, policies, and less understood aspects of the Police Department through the use of social media, cable television, videos, radio, and other media.

RECOMMENDATION #19:

Pg. 39

Refresh the Police Department pages of the City's website to ensure the information is clear, concise, and user-friendly for community members.

RECOMMENDATION #20:

Pg. 42

The City will adopt a policy that no surplus armored military vehicles may be purchased or accepted for City use.

RECOMMENDATION #21:

Pg. 42

If the City Council wishes to do so, the allocation of ASSET funds could be reprioritized in the next budget cycle and concentrated in human services that better meet the City Council's social justice goals.

MEMO

Legal Department

Item No. 19

To: Mayor Haila and Ames City Council

From: Mark O. Lambert, City Attorney

Date: November 6, 2020

Subject: Sunset clause in face-coverings ordinance

On September 1, 2020, the Council adopted Ordinance #4420, which generally mandated that people in Ames wear face coverings while in public settings.

The Ordinance contains a sunset clause. The Council chose December 31, 2020 as the date the ordinance would come to an end. The ordinance states: "SUNSET CLAUSE: This ordinance expires and becomes null and void after December 31, 2020, unless the date in this clause is amended or the ordinance is sooner repealed."

After the November 10, 2020 City Council meeting, there will be three regular meetings of the Ames City Council before the end of the year. It takes three readings to pass or amend an ordinance, and those readings typically happen at separate Council meetings. So, we are now at the point that the Council should decide whether it wants to extend the ordinance or to let it expire after December 31.

If the Council chooses to extend the ordinance, I would suggest as a starting point for discussion that extending by six months might be a good course of action as it means that the Council will not have to keep addressing this issue frequently. Of course, if Council members' opinions change or if the coronavirus pandemic lessens, the Council may repeal the ordinance at any time. A six-month extension would result in an ordinance ending date of June 30, 2021. Of course, the Council, if it chooses to extend the expiration date, can choose a shorter or longer time period.

ALTERNATIVES:

1. The Council can direct the City Attorney to draft an ordinance, for consideration at the next regular Council meeting, extending the sunset date on the face-coverings ordinance to some future specified date.
2. The Council can take no action and allow the face-coverings ordinance to expire after December 31, 2020, as is currently stated in the ordinance.
3. The Council can direct the City Attorney to draft an ordinance, for consideration at the next regular Council meeting, repealing the sunset-clause language in the face-coverings ordinance, with the result that the ordinance will remain in effect until the Council takes action to repeal the ordinance.

#

COUNCIL ACTION FORM

SUBJECT: AGREEMENTS BETWEEN CITY OF AMES AND MARY GREELEY MEDICAL CENTER AND CITY OF AMES AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 625, IN REGARDS TO PROVIDING FOR EMERGENCY MEDICAL TECHNICIAN (EMT), EMERGENCY MEDICAL DISPATCHING, AND COMPUTER-AIDED DISPATCHING SERVICES

BACKGROUND:

Mary Greeley Medical Center (MGMC) and the City of Ames have had a long-standing cooperative partnership that has been forged over many years. Because of the investments that both organizations have made into growing this unique model of shared responsibilities, the Ames community and visitors alike have received exceptional emergency medical response services.

In an effort to better assist MGMC, which has the primary responsibility for emergency medical responses, it was agreed in 1996 that the Ames Fire Department would upgrade its emergency medical service (EMS) status to that of First Responder, which is the most basic level of EMS in the State of Iowa. First Responders can perform basic medical procedures such as splinting extremities, maintaining airways, and controlling bleeding.

Under this agreement, MGMC reimburses the City for monthly incentive pay provided to firefighters and lieutenants who maintain their First Responder credential. This incentive pay is established in the City's collective bargaining agreement that outlines benefits for the firefighters. The agreement also provides that MGMC would reimburse the City for the training costs and provide one defibrillator for each fire station.

In 1998, a service once provided by MGMC to the community was further enhanced when the Ames Fire Department was contracted to assume the primary responsibility for extrication of persons from motor vehicle accidents. This change allowed MGMC to focus attention on providing medical treatment to the patient(s) at the accident site. Within that contract, it was agreed that MGMC would pay for 50% of the costs for training, equipment, and apparatus needed to perform this additional service. In 2003, the contract was modified to further clarify responsibilities under this partnership.

PROPOSED AGREEMENT WITH MGMC (ATTACHMENT A):

In 2016, MGMC requested that the Ames Fire Department upgrade its EMS service level to Emergency Medical Technician (EMT). The EMT service level is designed to provide basic emergency care for critical and emergent patients. Procedures include the use of auto-injector epinephrine, blood glucose monitoring, and administering patient-assisted

medications. Discussions occurred between the two parties regarding this requested change in service level, but no changes were agreed to by the parties.

In 2019, MGMC gave notice that it was cancelling the contract with the Ames Fire Department for medical services. Additionally, MGMC cancelled two other contracts with the Ames Police Department, one for Emergency Medical Dispatching (EMD) and the other for the interface connection between the Police Department's Computer Aided Dispatch System to MGMC ambulances. Although cancellation notices were received, the parties continued to operate under the original terms of the agreements until a new contract could be negotiated.

Despite the three cancellation notices, MGMC did express a desire to discuss and potentially enter into a new agreement. Negotiations ensued immediately after the cancellation notices were received. The three separate contracts were drafted into a single contract (see Attachment A). Under this new agreement:

- The Ames Fire Department's EMS service level will increase to EMT within 18 months. The department will transition over to a Conditional EMT service early next year. At this level of service, EMT-level services may be provided when staffing allows, while MGMC provides EMT training and certification to the whole department. The department will transition away from the Conditional EMT service to an EMT service once the department has more members trained and certified at the EMT level, which will be towards the end of 2021.
- The Ames Fire Department will be responsible for 100% of the cost for extrication equipment and training.
- MGMC will be responsible for 100% of the incentive pay paid to Ames Firefighters and Lieutenants for maintenance of their EMS license (see below regarding revisions to the agreement with Fire Union).
- MGMC will provide, free to the city, all equipment, initial and ongoing training, and disposable supplies in order to provide EMT services to the community.
- Both parties have established performance measures that will be reviewed and agreed upon annually. They currently include EMT certification of the Ames Fire Department within 18 months, two annual continuing educational trainings per year with an additional certification training provided by MGMC, and timely response from the Medical Director in regards to changes in policy, procedures or protocols.
- MGMC is responsible for developing emergency response plans related to medical 911 calls and provide Medical Director Services to create and manage the protocols for this service.

- The City will allow MGMC a Computer Aided Dispatch (CAD) connection and assist with the on-going access to the City's Public Safety network. MGMC is responsible for the costs related to the data link between the City's dispatch system and their information management system.
- MGMC will continue to have the primary responsibility for providing emergency medical services for victims at the scene of an incident and during transportation of the victim to the medical center.
- The initial term of this agreement shall be for four years with one automatic renewal term of four years. If a new contract has not been agreed to at the end of the automatic renewal term, the contract will continue for one additional year if mutually agreed upon.
- Either party may cancel the contract with a 180-day written notice before the end of the contract term, but only if agreed upon performance measures are not being met. Both parties will have six months to remediate any identified issues. Upon cancellation or withdrawal of either party, the assistance provided by the City of Ames to MGMC for emergency medical response shall cease, the responsibilities for EMD shall revert to MGMC, and the assistance provided by the Ames Police Communication Center shall cease.

PROPOSED CONTRACT REVISION TO AGREEMENT WITH FIRE UNION LOCAL 625 (ATTACHMENT B):

With an upgrade in the EMS service level for fire personnel to EMT, additional negotiations were needed between the City of Ames and Fire Union Local 625. A Letter of Agreement was drafted between the City of Ames and IAFF Local 625 to reflect the following mutually agreed upon changes to the Collective Bargaining Agreement, addressing Educational Certification Pay, also known as incentive pay:

- EMT certification becomes a required credential for Firefighters and Lieutenants whose initial hire date as a Firefighter occurs after January 1, 2020. The EMT certification must be obtained within 18 months of the start of employment, and be maintained thereafter.
- Emergency Medical Responder (EMR) certification, previously known as First Responder, remains the minimum required credential for Firefighters and Lieutenants whose initial hire date as a Firefighter occurred prior to January 1, 2020. These firefighters may elect to upgrade to EMT to receive the higher incentive pay, but it is not required.
- Current EMR incentive pay is \$20 per month for Step A, B, and C Firefighters, and .7% of the annual salary for Step D Firefighters and Lieutenants.

- Proposed EMT incentive pay will be \$30 per month for Step A, B, and C Firefighters, and 1.05% of the annual salary for Step D Firefighters and Lieutenants.

In FY 2019/20 MGMC was invoiced \$24,167 to cover EMR incentive pay for Ames Firefighters and Lieutenants. For FY 2020/21, it is estimated that MGMC will be invoiced \$30,792 for EMS incentive pay, which will include EMT and EMR certified Firefighters and Lieutenants. If the contract between the City of Ames and MGMC is not renewed at the end of the term or is cancelled, the City would be responsible for the incentive pay.

ALTERNATIVES:

1. Approve:
 - A. *The Reciprocal Service Agreement Between Mary Greeley Medical Center and the City of Ames, and*
 - B. *The Letter of Agreement Between City of Ames and IAFF Local 625.*
2. Refer one or both agreements back to the City staff for further negotiations.
3. Do not approve the agreements.

This action would end reimbursement for firefighter incentive pay and could require MGMC to handle dispatching and emergency medical response without City assistance.

CITY MANAGER'S RECOMMENDATION:

The proposed agreements provide for an increase in the level of emergency medical response provided to the Ames community. Firefighters, who typically arrive first to emergency medical incidents, will be able to provide more advanced medical care, thereby improving the outcomes for patients once transferred to MGMC's care. In exchange, MGMC will finance an increase in incentive pay for the firefighters who obtain the EMT credential. The agreement also provides for equipment and training for the City while providing MGMC with Emergency Medical Dispatching and Computer Aided Dispatching services.

The proposed contract continues the partnership between MGMC and the City of Ames which results in excellent emergency medical response to our residents. Therefore, it is the recommendation of the City Manager that the City Council adopt alternative No. 1, as described above.

RECIPROCAL SERVICE AGREEMENT BETWEEN MARY GREELEY MEDICAL CENTER AND THE CITY OF AMES, IOWA

This SERVICE AGREEMENT (the "Agreement") effective the 1st day of July, 2020 (the "Effective Date") is between Mary Greeley Medical Center ("Mary Greeley") and the City of Ames ("City"), (each individually, a "Party", and both collectively, the "Parties").

RECITALS

WHEREAS, the Parties desire, for administrative convenience, efficiency and cost effectiveness purposes, to arrange for Mary Greeley and the City to agree upon responsibilities of each party in their duties related to Emergency Medical Services and Extrication Services and Emergency Medical Dispatch, as well as the utilization of shared information technology (IT) tools under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SCOPE OF SERVICES

A. Emergency Medical Services

Mary Greeley shall have the primary responsibility for providing emergency medical services for victims at the scene of the incident and during transportation of the victim to the medical center. However, the City's fire department will provide reasonable assistance, as requested, to Mary Greeley personnel for emergency medical services to victims.

Mary Greeley shall also provide, free of charge, the following services and items to the City:

- (1) Initial and ongoing training programs pertaining to Emergency Medical Technician (EMT) level certification for members of the fire department.
- (2) Initial and ongoing disposable equipment and supplies necessary to deliver EMT services.
- (3) The purchase and maintenance of one defibrillator for each of the City's fire stations and the replacement of those defibrillators as needed to meet advances in technology. When the need for additional defibrillator units beyond the minimum of one defibrillator for each of the City's fire stations has been identified and mutually agreed to, Mary Greeley shall provide and maintain these units to the City's fire department at no cost. Mary Greeley retains ownership of the defibrillators provided to the City's fire department. Upon termination of this Agreement, the defibrillators will be returned to Mary Greeley unless a separate agreement is reached regarding their disposition.

B. Extrication Services

The City's fire department shall have the primary responsibility for extrication of victims from wrecked motor vehicles. However, Mary Greeley personnel shall provide reasonable assistance to the City's fire department personnel, as requested, for scene management and victim extrication.

C. Emergency Dispatch Services

Communications Center is the local Public Safety Answering Point for phone calls on the 911 system in the City of Ames. To provide a framework for Emergency Medical Dispatch (EMD), the Communications Center implements the practices and protocols of a commercially available EMD program known as Medical ProQA from Priority Dispatch, Inc. (hereinafter called ProQA). This program includes both computerized and non- computerized elements that provide direction to trained and certified dispatchers for response to emergency medical calls.

All medical calls that come into the Communications Center are responded to in accordance with the protocols established by ProQA or a similar EMD protocol service. Mary Greeley assisted in the initial review and establishment of those protocols to assure they meet with appropriate local practices, and shall continue to assist the Communications Center when those protocols need to be revised. Mary Greeley will provide Medical Director Services, if required, for the implementation and ongoing operation of this service. Nothing in this paragraph shall bind the Communication Center or Mary Greeley to the use of ProQA as the EMD technology provider. If the parties transition to alternate software, by mutual agreement or by circumstances beyond the control of either party, they agree to share equally in the costs of a successor software program.

Mary Greeley will be responsible for developing, implementing and maintaining emergency response plans for circumstances related to medical 911 calls. The response plans will include a call out procedure that will allow the Communications Center to contact Mary Greeley emergency response personnel in a manner compatible with the technologies available to the Communications Center, a method for selecting appropriate response equipment and personnel, and protocols for communication of relevant information. The plans should include protocols for acknowledgement of call out and procedures for failing acknowledgement.

The parties understand that the Communications Center is responsible for call-taking, pre- arrival instruction to the caller, dissemination of information about the call to emergency response personnel and record keeping of the call. It is the responsibility of Mary Greeley to determine what Mary Greeley equipment and personnel should respond in any situation and also ensure that they are prepared and available to respond. Each party is also responsible for its own records related to emergency dispatch services.

Mary Greeley shall have the primary responsibility for providing emergency medical services for victims at the scene of the incident and during transportation of the victim to the medical center. Mary Greeley shall be responsible for the system (including protocols and programming) for direct notification of on-call personnel. Mary Greeley will prepare and ensure that medical equipment, personnel, and ambulances are available to respond to a call, including the establishment of mutual aid agreements with other agencies for emergency medical services. Mary Greeley will develop protocols and response plans for those times when all Mary Greeley emergency medical services resources are committed. When Mary Greeley's emergency medical services resources are committed and mutual aid agreements must be activated, the dispatchers will be notified and the protocol for notification of the mutual aid agencies will be initiated through the aforementioned protocols.

D. CAD TO MICS and Locution

CAD to MICS

The City currently operates a CAD system provided by Central Square. The City holds a contract with Central Square that provides for licensing, maintenance and support for the CAD system software program. Mary Greeley/MICS currently operates an information management system from Image Trend, Inc.

The City incurred substantial expense to establish CAD and it is the intention of the parties that the connection between Central Square and Image Trend will continue with no additional expense to the City. When the CAD TO MICS connection was established in 2013, the City amended its contract with CentralSquare to cover the additional services needed to establish and maintain the CAD TO MICS link. Mary Greeley is responsible for the costs of the additional Central Square services related to the CAD TO MICS link. Mary Greeley is also responsible for any expenses and recurring fees related to CAD TO MICS and all associated hardware, software, licenses, interfaces, installation, vendor consultations, testing, training. If the City transitions to alternate dispatch software or an alternate vendor for dispatch software, Mary Greeley agrees to be responsible for the costs related to the data link between the City's new dispatch system and Mary Greeley's information management system, including but not limited to additional services from the City's vendor, any expenses and recurring fees, and all associated hardware, software, licenses, interfaces, installation, vendor consultations, testing, training.

It is the responsibility of Mary Greeley to select and implement a connection device and service that is compatible with Central Square, meets the City's requirement for access control and data security and is capable of sending and receiving the data produced by Central Square CAD. Mary Greeley shall be responsible for all on-going costs for connectivity in CAD TO MICS. Should a wired connection between the Public Safety Network (where the Central Square CAD software resides) and a physical location in Mary Greeley become desirable, Mary Greeley will be responsible for establishing that connection under these same terms.

The City will allow for the CAD interface/connection and assist with the establishment and on-going access to Public Safety network and the CAD software in a manner that provides sufficient data for CAD TO MICS. Mary Greeley will be responsible for all other aspects of the CAD TO MICS project. Administration of the CAD TO MICS software components will remain the responsibility of Mary Greeley while all software in the Central Square system will be the responsibility of the City. Administration tasks that require both parties will be addressed in a regular meeting to be established at a mutually acceptable time.

Locution

The Communications Center will notify Mary Greeley staff of the need for an ambulance callout using the Locution notifications system. The City has provided and will continue to provide a suitable location and power for computer hardware to facilitate the implementation of Locution for (EMD).

COSTS AND OWNERSHIP

Equipment acquired by either party in furtherance of this Agreement shall remain under the ownership of the party that purchased the equipment.

EMERGENCY MEDICAL DISPATCH

The City shall be responsible for the acquisition and maintenance of the communications hardware located in the Communications Center facility. Mary Greeley will be responsible for the acquisition and maintenance of communications hardware located outside the Communications Center. Division of expenses for the acquisition and maintenance of software not otherwise addressed in this Agreement shall be by agreement of the parties.

EMERGENCY MEDICAL SERVICES PERFORMANCE MEASURES

The City is responsible for ensuring that the Ames Fire Department is a licensed EMT service provider as established by the State of Iowa within eighteen (18) months. Firefighters hired after the effective date of this agreement should be EMTs within eighteen (18) months of hire. All firefighters shall adhere to the policies, procedures, and protocols set forth by the Medical Director, who is currently provided by Mary Greeley.

Mary Greeley is responsible for ensuring that the Medical Director responds in a timely manner to requests for updates to policy, procedure, or protocol. In general, a response within two weeks on any question or routine update will be considered timely. In matters involving substantial risk to patients or providers or in the case of rapidly evolving matters of practice, a response from the Medical Director is expected within a week.

The City and Mary Greeley shall have two joint continuing education trainings per year. One training will be protocol related and one training shall pertain to rescue, as required by the State of Iowa to maintain EMT certification. Additionally, Mary Greeley agrees to provide one EMT certification training per year. These two joint continuing education trainings and one EMT certification training will be at no additional cost to the City. Any EMT training attended by City employees outside of these offered trainings, shall be paid for by the City.

PAYMENT

Costs of services provided under this Agreement will be calculated on a fiscal year schedule running from July 1, to June 30. The City will bill Mary Greeley on or about June 15 each year for Mary Greeley's share of the costs for that fiscal year, to be dispersed across the aforementioned services as the City deems to be appropriate. The estimated costs to Mary Greeley for fiscal year 2020/21 are \$36,986. (See Attachment)

In fiscal year 2020/21, Mary Greeley will pay the City an amount equal to the total incentive pay for firefighters and lieutenants who held and maintained Emergency Medical Responder (EMR) certification at a rate of \$20 per month for each firefighter in Steps A, B, or C of the City's pay plan and at a rate of 0.7% of the annual salary for each Step D firefighter and lieutenant. It is understood and agreed that the Ames Fire Department will take ongoing measures to transition all firefighters and lieutenants to the EMT (Emergency Medical Technician) level. Once all firefighters and lieutenants have transitioned from EMR to EMT, Mary Greeley will have no further obligation under this agreement to pay the City for EMR incentive pay.

In addition, in fiscal year 2020/21, Mary Greeley will pay the City an amount equal to the total incentive pay for each firefighter and each lieutenant who held and maintained EMT certification at a rate of \$30 per month for each firefighter in Steps A, B, or C of the City's pay plan and at a rate of 1.05% of the annual salary for each Step D firefighter and lieutenant.

The yearly increase in costs to be paid by Mary Greeley to the City during the life of the agreement will be only the changes in the actual costs incurred by the City for the data feed to MGMC, emergency medical dispatch services and changes in the incentive pay (fire emergency medical services) required in the collective bargaining agreement between the City and the recognized bargaining unit for the Ames firefighters, which currently is the International Association of Firefighters Local 625.

In order to help control the costs, the parties agree that Mary Greeley shall not pay to the City more than a five percent (5%) increase from any fiscal year to the next fiscal year of this agreement in: 1) the monthly incentive pay rate for each firefighter in Steps A, B, or C, and 2) in the incentive pay percentage of the

annual the salary for each firefighter in Step D and each lieutenant.

Invoices will be sent to Mary Greeley at: Dieter Friton
Mary Greeley Medical Center
1111 Duff Avenue
Ames, Iowa 50010

SUPERSEDES

This Agreement supersedes all prior agreements between Mary Greeley and the City regarding Emergency Medical Services and Extraction Services, Emergency Dispatch Services, and CAD TO MICS and Locution.

ANNUAL REVIEW

Authorized representatives of Mary Greeley and the City shall meet in January of each year regarding Emergency Medical Services to: (a) evaluate last year's performance measures, (b) review and establish performance measures for both parties for the current year, (c) plan changes to the services provided, and (d) review emergency medical service items related to equipment (including defibrillators), training, and incentive pay to be budgeted for the next fiscal year. Any changes in performance measure and/or services provided must be mutually agreed to by both parties.

Authorized representatives of Mary Greeley and the City shall meet in March of each year regarding Emergency Medical Dispatch to: evaluate the past performance under this Agreement, review the procedural and medical protocols of the EMD program and the operational policies and procedures regarding CAD to MICS and Locution services, plan changes to the services provided when appropriate, review and plan for staff training and to review program costs. Nothing in this paragraph should prevent the parties from meeting at other times for these same, or other, purposes related to EMD.

MEDICAL DIRECTION

Mary Greeley shall provide medical supervision and direction pertaining to those matters within the scope of this Agreement consistent with applicable state and federal laws. In order to meet the standards related to emergency medical dispatch practices, Mary Greeley shall provide the emergency medical dispatch medical direction. This direction shall include protocol selection, review and approval, case review for quality improvement and continuing dispatcher education related to those quality improvements. Mary Greeley agrees to provide Medical Director Services as described in this section without charge to the City.

ACCESS TO RECORDS

The United States Department of Health and Human Services, the Comptroller General of the United States, or their authorized representatives, as well as both parties of this contract shall have access during normal business hours to the books and records of the parties to this Agreement that pertain to this Agreement, including all documents and records necessary to verify the nature and extent of the costs of the services furnished under this Agreement, for a period of not less than four years after the services are furnished.

INDEMNIFICATION

Neither party hereto, nor the Medical Director, shall be liable for any damages proximately resulting from the negligent or wrongful actions or omissions of the other party, employees, agents or contractors performing under this Agreement. Mary Greeley shall provide an insurance certificate for the Medical

Director function with the City of Ames as a named insured party.

DURATION AND CANCELLATION

The initial term of this Agreement shall be for four (4) years from the effective date of this Agreement with one automatic renewal term of four (4) years. If the parties have not implemented a new Agreement by the end of the automatic renewal term but mutually agree to continue providing reciprocal services, the terms of this Agreement will continue for one (1) additional year to allow time for a new Agreement to be reached.

The parties agree to meet at the 42 month mark of each term in order to determine if the terms of the Agreement remain satisfactory. At that time, the parties will determine if performance measures are being met. If performance measures are not being met, the parties have six (6) months to remediate any identified issues. At the end of each term and upon a determination that either party is not meeting performance measures, either party may withdraw from the Agreement only after giving the other party a one-hundred and eighty (180) day written notice to cancel.

Upon cancellation or withdrawal of either party, the assistance provided by the City of Ames to Mary Greeley as EMTs shall cease, the responsibility for EMD shall revert to Mary Greeley, and the assistance provided by the Communications Center shall cease. Costs incurred on behalf of Mary Greeley prior to cancellation shall be billed to Mary Greeley as part of a final reconciliation at cancellation. At time of cancellation, any invoices outstanding or anticipated, will be taken into account in order to determine the final financial reconciliation between the parties. Every effort will be made to minimize or prorate costs if the Agreement is cancelled.

NOTICE

All notices under this Agreement shall be in writing and shall be deemed to have been given: (i) upon hand delivery or (ii) if sent by Regular Mail, within seventy-two (72) hours after the notice has been deposited in the United State Post Office, postage paid. Notices shall be sent to the other party at the addresses set forth below. Either party may change its address by giving notice in writing thereof to the other party.

For City:

Fire Chief
1300 Burnett Avenue
PO Box 811
Ames, Iowa 50010

For Mary Greeley:

Dieter Friton
Mary Greeley Medical Center
1111 Duff Avenue
Ames, Iowa 50010

GOVERNING LAW/SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Any provision of this Agreement which shall be found invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof; and the remaining provisions hereof shall nevertheless remain in full force and effect.

AMENDMENTS

This Agreement may be amended at any time by mutual agreement of the parties. Amendments to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly

authorized representatives.

MARY GREELEY MEDICAL CENTER

By: _____
Brian Dieter, CEO

Date: _____

CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

Date: _____

Attest by: _____
Diane Voss, City Clerk

Attachment

Projected Costs		
MGMC Contracts 2020 Update	Proposed Fiscal Year 20/21 w/ EMT	
Contract Name		Proposal Notes
<u>Data Feed to MGMC</u>		
Mobile Licenses	\$972	EMD data to vehicles
Image Trend Interface	\$361	EMD data to MGMC Software
Net Motion Licenses	\$425	Mobile Connectivity for MGMC Vehicles
CAD Monitor License	\$220	CAD Monitor-clarify is still being used
Ops Center Access and Support	\$0	Ops Center available without charge or support
Locution Hosting	\$127	Alerting system on server. Estimated electricity/space cost per year
Locution Link	\$127	Alerting system linkage to hospital equipment. Recommended by IT for internet connection
IT Support	\$645	IT Cost share of support-hospital calls saying locution didn't alert/Includes EMD share
Subtotal	\$2,878	
<u>Emergency Medical Dispatch</u>		
Quality Assurance Coord 1/4	\$0	In lieu of 1/4 Dispatcher in contract
Priority QA Costs	\$0	
EMD Software Maintenance	\$2,110	EMD Software assists ambulance with prioritization and resource allocation
EMD Server Maintenance	\$919	This includes assignment of determinant codes for billing.
EMD Server Replacement	\$287	
Dispatcher EMD Recert	\$0	
IT Support-Server/Software	\$0	
Medical Director	\$0	
Subtotal	\$3,316	Currently billed in arrears to coincide with Data Contract.
<u>Fire Emergency Medical Services</u>		
EMT Certification		
Step A	(4) \$1,440	
Step B	(1) \$360	
Step C	(3) \$1,080	
Master Firefighter	(17) \$13,284	
Lieutenants	(7) \$6,063	
EMT Subtotal	\$22,227	
EMR Certification		
Step A	0	
Step B	(3) \$720	
Step C	(4) \$960	
Master Firefighter	(11) \$5,730	
Lieutenants	(2) \$1,155	
EMR Subtotal	\$8,565	
Fire Emergency Medical Subtotal	\$30,792	
Totals across all contracts	\$36,986	

LETTER OF AGREEMENT BETWEEN
CITY OF AMES AND IAFF LOCAL 625

REGARDING EMERGENCY MEDICAL TECHNICIAN CERTIFICATION

10/30/2020

WHEREAS, the Firefighter and Fire Lieutenant classification specifications presently include a minimum requirement for certification at the Emergency Medical Responder (EMR) level, and;

WHEREAS, the City pays incentive pay for employees in these positions to maintain this certification, at the rate of \$20 per month for Steps A-C for Firefighters and 0.7% of salary for Step D Firefighters and Lieutenants, and;

WHEREAS, the parties desire to raise the Ames Fire Department's level of service to a minimum of Conditional Emergency Medical Technician (EMT), which is a higher level of service, and to modify the classification specifications to reflect this change;

THEREFORE, the City and the IAFF Local 625 agree as follows:

1. CLASSIFICATION SPECIFICATIONS:

The classification specifications for Firefighters and Fire Lieutenants shall be revised to indicate:

- a. Emergency Medical Technician certification is a required credential for Firefighters and Lieutenants whose initial hire date as a Firefighter occurs after January 1, 2020. The Emergency Medical Technician certification must be obtained within 18 months of the start of employment, and be maintained thereafter; and,
- b. Emergency Medical Responder certification remains the required credential for Firefighters and Lieutenants whose initial hire date as a Firefighter occurred prior to January 1, 2020.

2. INCENTIVE PAY:

- a. Effective upon certification by the State of Iowa as a Conditional EMT Service, Firefighters and Lieutenants whose initial hire date as a Firefighter occurred prior to January 1, 2020 are entitled to medical incentive pay at their highest level of certification as follows:

	Firefighter Step A, B, or C	Master Firefighter (Step D)	Lieutenant
EMR Certified	\$20 per month	0.7% of salary	0.7% of salary
EMT Certified	\$30 per month	1.05% of salary	1.05% of salary

- b. Effective upon certification by the State of Iowa as a Conditional EMT Service, Firefighters and Lieutenants whose initial hire date as a Firefighter occurs after January 1, 2020 are entitled to medical incentive pay of:

	Firefighter Step A, B, or C	Master Firefighter (Step D)	Lieutenant
EMT Certified	\$30 per month	1.05% of salary	1.05% of salary

3. LOSS OF EMERGENCY MEDICAL TECHNICIAN CERTIFICATION:

- a. Firefighters and Lieutenants whose initial hire date as a Firefighter occurred prior to January 1, 2020:
- An employee who possesses or obtains their EMT certification may voluntarily choose to downgrade their certification to EMR, provided that employee meets the standards for EMR certification. In such an instance, the employee will receive EMR incentive pay as outlined in paragraph 2(a) of this letter of agreement.
 - An employee who loses their EMT certification due to negligence is subject to discipline as prescribed in the Maintenance of Credentials Policy.
- b. Firefighters and Lieutenants whose initial hire date as a Firefighter occurs after January 1, 2020:
- Voluntary downgrade to EMR certification is not permitted. An employee who loses their EMT certification is subject to discipline as prescribed in the Maintenance of Credentials Policy.

4. REVISIONS TO TEXT OF COLLECTIVE BARGAINING AGREEMENT:

- a. Section 26.3 of the 2019-2022 Collective Bargaining Agreement shall be revised as follows (additions in underline, deletions in ~~strikethrough~~):

“26.325.3 Educational Certification Pay. For employees whose initial hire date as a Firefighter occurred prior to January 1, 2020:

- Twenty dollars (\$20.00) per month for successful completion (and certification) of an Iowa EMS Certification at the Emergency Medical Responder level ~~or higher~~;
- Thirty dollars (\$30.00) per month for successful completion (and certification) of an Iowa EMS Certification at the Emergency Medical Technician level or higher.

For employees whose initial hire date as a Firefighter occurs after January 1, 2020, thirty dollars (\$30.00) per month for successful completion (and certification) of an Iowa EMS Certification at the Emergency Medical Technician level or higher.

~~and an~~ Regardless of initial date of hire, an additional \$20.00 for successful completion (and certification) of a Fire Instructor I program.

In order to continue receiving incentive pay following any certification, an employee must maintain current certification and must complete necessary training updates for each program.”

- b. The Wage Addenda (Addenda B and C) of the 2019-2022 Collective Bargaining Agreement shall be revised as follows: (additions in underline, deletions in ~~striketthrough~~):

In Addendum B:

	<u>Step D</u>
Firefighter	<u>\$74,415 (EMR Certified)</u> <u>25.5546</u>
	<u>\$74,668 (EMT Certified)</u> <u>25.6415</u>
Fire Lieutenant	<u>\$82,477 (EMR Certified)</u> <u>28.3233</u>
	<u>\$82,757 (EMT Certified)</u> <u>28.4193</u>

In Addendum C:

	<u>Step D</u>
Firefighter	<u>\$76,461 (EMR Certified)</u> <u>26.2574</u>
	<u>\$76,720 (EMT Certified)</u> <u>26.3462</u>
Fire Lieutenant	<u>\$84,745 (EMR Certified)</u> <u>29.1020</u>
	<u>\$85,032 (EMT Certified)</u> <u>29.2006</u>

In Addenda B and C:

Effective July 1, 2004, the City will combine incentive pay (~~First~~Emergency Medical Responder - .7%, Instructor I - .7%, and DMACC classes – 1.7% for a total of 3.1%) and add to Firefighter Step D, Fire Lieutenant, and Fire Inspector pay scale.

Effective upon certification by the State of Iowa as a Conditional EMT Service, the City will combine incentive pay (Emergency Medical Technician - 1.05%, Instructor I - .7%, and DMACC classes – 1.7% for a total of 3.45%) and add to Firefighter Step D and Fire Lieutenant.

5. It is understood and agreed that this letter of agreement is conditioned upon the City entering into a subsequent agreement with Mary Greeley Medical Center regarding reimbursement of the costs of EMT certification. Should the City and Mary Greeley Medical Center be unable to agree to terms for reimbursement of EMT certification costs, (including incentive pay, and any other compensation provided in this letter of agreement), this letter of agreement between the City and IAFF Local 625 shall be of no force or effect.
6. The parties understand and agree that the compensation provided by this letter of agreement reflects a fair exchange for the modifications to the class specifications proposed by the City.
7. The parties acknowledge that during the negotiations that resulted in this letter of agreement, each had the unlimited right and opportunity to make demands and proposals regarding the compensation to be provided in exchange for the modification of the Firefighter and Fire Lieutenant class specifications.

This agreement is entered into this ____ day of _____, 2020, at Ames, Iowa.

CITY OF AMES, IOWA

AMES ASSOCIATION OF PROFESSIONAL
FIRE FIGHTERS, LOCAL NO. 625 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

Bethany Jorgensen,
Director of Human Resources

Eric Facio
President

Date

Date

COUNCIL ACTION FORM

SUBJECT: **SOLAR FARM ELECTRICAL PERMIT**

BACKGROUND:

The company constructing the City's Community Solar project has been informed by the Inspection Division that their electric permit fee would be \$35,176.40. This amount is in accordance with Appendix U of the Ames Municipal Code which sets the fee for the base permit application and specific item fees for fixtures, circuits, etc. Based on the information submitted in the application, the following fee was determine for this permit:

Electrical Base Fee:	\$53.55
Meter Fee:	\$5.95 (this is the amount per meter. One meter was listed)
Other Fee:	\$35,116.90
Total:	\$35,176.40

Having built solar farms in other cities, the company pointed out that this fee total is quite high in relation to other similar projects that have constructed.

The staff admits that the current fee schedule in Appendix U does not specifically address solar arrays. The "other" fee has historically been used for solar arrays on other solar projects. On this project, the other fee of \$5.95 was assessed to 5,902 modules for a total of \$35,116.90. McFarland Clinic installed solar panels on the structure at 3600 Lincoln Way in 2016. The "other" fee was charged to 987 modules at their site. Their total permit fee was calculated in the same manner as the solar farm listed above:

Electrical Base Fee:	\$53.55
Other Fee:	\$5,872.65
Total:	\$5,926.20

Staff has reviewed other Iowa cities to determine how the permit for the solar farm would be calculated in those jurisdictions. The findings are as follows:

Des Moines:	\$35,524
Ankeny:	\$117
Urbandale:	\$94.50
Cedar Rapids:	\$16,915
Iowa City:	\$31,535

In conversation with many of these jurisdictions, it was clear that the current method for calculating permit fees for a project as large as the solar farm is not

practical. In Ankeny and Urbandale, the fees would not cover staff's time for permit review and inspections. In Des Moines and Iowa City, it more than covers staff time. Everyone agreed that their existing fees schedules were appropriate for residential and small commercial projects, but that they did not accommodate the large-scale projects. None of the jurisdictions stated that they had permitted a project similar to our solar farm and they should probably look at their fee schedule in anticipation of larger solar projects.

Since none of the fees listed above would appropriately cover the costs of the inspections for the project (either too high or too low), staff believes a new fee for large projects (large projects are those over 500 kVA) should be added to Appendix U. It has been determined that the fee most closely related to a solar module fee would be a fixture fee of \$2.15.

If a new fee was created that assessed a fee equal to that of a fixture fee to solar projects over 500 kVA the fee would be calculated as follows:

Electrical Base Fee:	\$53.55
Solar Module Fee:	\$12,689.30 (\$2.15 module fee x 5,902 modules)
Total:	\$12,742.85

This approach would allow the fee structure for residential and smaller commercial projects to remain unchanged while accommodating the unforeseen scope of this project. The language for the amendment to allow this is as follows (a draft ordinance is attached):

Solar Module for Photovoltaic projects 500 kVA or larger.....	\$2.15 ea.
Solar Module for Photovoltaic projects under 500 kVA.....	\$5.95 ea.

ALTERNATIVES:

1. Approve the resolution to amend the fee schedule in Appendix U that would allow staff to assess a smaller fee per module to projects over 500 kVA. This will reduce the cost of the permit fee for the solar farm by \$22,433.55.
2. Deny on first reading the amendment to revise the fee schedule in Appendix U. This will require staff to continue to assess the 'other' fee of \$5.95 to each solar module.

CITY MANAGER'S RECOMMENDATION:

It is the recommendation of the City Manager that the City Council support Alternative #1 and thereby approve the amendments to Appendix U to apply the same fee applied to fixtures (\$2.15) to each module for projects over 500 kVA and continue utilizing the fee assessed to 'other' fixtures (\$5.95) for projects under 500 kVA.

RESOLUTION NO.

**A RESOLUTION AMENDING ELECTRICAL PERMIT FEE SCHEDULE OF
APPENDIX U FOR THE CITY OF AMES, IOWA**

BE IT RESOLVED, by the City Council of the City of Ames, Iowa, that the following amendment to the Electrical Permit Fee Schedule of Appendix U of the City of Ames Municipal Code is hereby adopted:

**Appendix U
Electrical Permit Fee Schedule**

<u>Description of Work</u>	<u>Fee</u>
Basic Fee - (In addition to below fees)	
For multi-family, commercial, industrial, new construction, additions or alterations.....	\$53.55
For existing 1 and 2 family dwelling additions or alterations.....	\$53.55
Minimum fee (all new construction and alterations to other than single and two-family dwellings)	
New single family dwelling.....	\$80.35
Two family dwelling.....	\$123.20
Multiple family, commercial, industrial, follow schedule *(include additions or alterations to above)	
Unit Fee Schedule	
Meters, each meter	\$5.95 ea.
Circuits, each circuit.....	\$2.35 ea.
Openings, includes outlets, switches & receptacles.....	\$2.15 ea.
Fixed Appliances	
Range.....	\$5.95 ea.
Dryer	\$5.95 ea.
Dishwasher	\$5.95 ea.
Disposal.....	\$5.95 ea.
Furnace	\$5.95 ea.
Air Conditioner	\$5.95 ea.
Unit Heater	\$5.95 ea.
Water Heater.....	\$5.95 ea.
Electric Space Heater	\$5.95 ea.
Other.....	\$5.95 ea.
Fixtures.....	\$2.15 ea.
Motors (exclusive of circuits)	\$2.15 ea.
Reinspection	\$53.55
The minimum electrical permit fee will be	\$53.55
Solar Module for photovoltaic systems under 500 kVA.....	\$5.95 ea
Solar Module for photovoltaic systems 500 kVA or larger.....	\$2.15 ea

Adopted this _____ day of _____, 20__.

Diane R. Voss, City Clerk

John A. Haila, Mayor

COUNCIL ACTION FORM

SUBJECT: **ACCEPTANCE OF MIRACLE LEAGUE FIELD AND INCLUSIVE
PLAYGROUND FROM THE AMES FOUNDATION**

BACKGROUND:

On July 31, 2018, the City Council approved an agreement with The Ames Foundation (TAF) for construction of a Miracle League Field and Inclusive Playground (MLFIP) at Inis Grove Park. The agreement (Attachment A) outlined the roles of TAF and the City for this project.

As a reminder, the main points of the agreement, along with a summary of each activity, is shown below:

1. The Ames Foundation will collect and hold contributions for the project.

TAF did collect and hold contributions, but more importantly, served as a major fundraiser for this project. Additionally, a Community Attraction and Tourism (CAT) grant in the amount of \$200,000 was secured. In all, \$2,283,562 has been secured in monetary donations.

2. The plans for the project will be provided by the City and the scope of the project will be agreed to by the City and The Ames Foundation prior to commencement of construction.

City Council approved the plans and specifications for the project on June 11, 2019 and gave TAF approval to begin construction.

3. The Ames Foundation will secure a general contractor to construct the project in Inis Grove Park and will make payments as required for the project.

TAF contracted with Harold Pike Construction (HPC) to construct the MLFIP and has made payments as required for the project.

4. No City funds will be used in the construction of the project.

The City did expend \$62,500 for the design of the MLFIP; however, no City funds have been used for the construction of this project.

5. **The Ames Foundation shall provide to the City a copy of the certification from the general contractor that the project has been constructed lien free and in accordance with the plans and specifications.**

Attachment B is a letter from Snyder & Associates verifying the project has been constructed in accordance with the design and applicable codes. Attachment C from HPC verifies the project has been constructed lien-free.

6. **The City is entitled to make a final inspection and obtain a final financial report upon the completion of the project.**

City staff has made a final inspection and agrees the project has been completed according to the design. A current financial report is shown in Attachment D. The final report will not be available until TAF closes out the CAT grant in 2021. The City did agree to construct three projects as part of the CAT grant match including renovating the Duff Avenue restroom (completed); constructing a new restroom in Inis Grove Park (completed); and installing a shared use path along 24th Street and Duff Avenue (out for bid). The shared use path is expected to be completed by June 1, 2021.

7. **Any funds raised in excess of the amount necessary to construct the project will be either kept by the Foundation for future improvements to the project area or turned over to the City for future maintenance, repairs, or expansion.**

At this time, it appears there will be no excess funds available for future improvements, maintenance, or repairs.

As noted above, TAF has completed the requirements outlined in the agreement. In addition, TAF has signed a Bill of Sale, Attachment E, which conveys, transfers, and assigns to the City the MLFIP property. The next step is for City Council to receive possession and ownership of the MLFIP from The Ames Foundation.

ALTERNATIVES:

1. Accept the transfer of the Miracle League Field and Inclusive Playground and receive possession and ownership from the Ames Foundation to the City of Ames.
2. Refer this item back to staff with further direction.
3. Do not accept the transfer of the Miracle League Field and Inclusive Playground.

CITY MANAGER’S RECOMMENDED ACTION:

The Miracle League Field and Inclusive Playground project provides a significant improvement to the Ames parks system. It will provide a recreational amenity for residents of all ages and abilities to enjoy. The project involved a number of dedicated individuals and organizations contributing their efforts. Specifically, The Ames Foundation is to be commended for its efforts in fundraising, construction management, and communication with the City as related to this project! **It is not often that Ames residents are the beneficiaries of a project of this magnitude that has no City funds included as part of the construction. The Ames Foundation and everyone else involved cannot be thanked enough!**

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

This Agreement, made and entered into this 31st day of July, 2018, by and between **The Ames Foundation**, an Iowa domestic nonprofit corporation organized under Iowa Code Chapter 504 (hereinafter sometimes called "The Foundation"), and the **City of Ames**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City");

WITNESSETH THAT:

WHEREAS, members of the Ames community have expressed interest in the construction of a Miracle League Field and Inclusive Playground ("MLFIP") in Ames, and

WHEREAS, The Ames Foundation has established a designated account for the purpose of receiving and disbursing funds for the construction of a MLFIP in Ames, and

WHEREAS, The Ames Foundation intends to serve as the Project Manager for the construction of the MLFIP, and

WHEREAS, The MLFIP shall be constructed upon property owned by the City of Ames, which has been identified as Inis Grove Park (the "Park"), and

WHEREAS, after completion of the MLFIP, the City shall enjoy sole control and possession of the MLFIP;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Foundation has established a designated account held by a third party financial institution for the collection of monetary contributions (donations, grants or other gifts) towards the completion of the Miracle League Field and Inclusive Playground Project ("Project"). This account shall be known as the Ames Miracle Field and Playground Fund ("Fund"). The Foundation represents and warrants that no governmental funds will be deposited in the Fund, nor shall any governmental funds be otherwise used in the construction of the Project.

2. The Foundation shall approve and pay expenditures or make disbursements from the Fund in order to construct the MLFIP. The MLFIP shall be built in accordance with plans and specifications approved by the City and The Ames Foundation at a later date. No construction shall begin on the Project until sufficient funds have been raised and/or pledged to complete the Project as described in the plans and specifications. Later approval of the plans and specifications by the City and The Ames Foundation is a condition precedent to the obligations to perform this contract.

3. The Foundation shall contract with a licensed general contractor to oversee and manage the actual construction of the facilities. The general contractor shall contract with such sub-contractors as are necessary to complete the Project. The City shall have the

right to attend meetings between The Foundation and the general contractor to ensure conformance with the plans and specifications and to prepare for interruptions to the regular activities within the Park.

4. The Foundation shall ensure that the general contractor and any subcontractors shall conduct their work in accordance with any applicable building and construction codes, shall obtain any permits required by state or local law, and shall conduct construction activities in accordance with all applicable environmental laws. The Foundation understands that the Project is being constructed in an active City Park, and shall ensure the contractor takes measures that meet the satisfaction of the City to secure the construction site and minimize any interference with park and recreation activities occurring elsewhere within the park.

5. The Foundation shall promptly report to the City any major or significant change orders requested by the general contractor. The City shall review whether such changes are compatible with the plans and specifications as originally agreed to. The Foundation may only approve change orders with the assent of the City. Such assent by the City shall not be unreasonably withheld. The City may make inspections of the Project during its construction, and shall identify any conditions observed that differ from the approved plans and specifications, which would cause the City to reject the completed Project.

6. Once construction begins, the Project shall be substantially performed and completed as agreed by the parties in the plans and specifications prior to the commencement of construction. The Foundation shall notify the City as soon as possible and provide a proposed plan to rectify the situation if, after the commencement of construction, it is determined that site conditions require either: a) alterations to the Project that would reduce the fundamental usefulness of the Project to the public, or b) increased Project costs (including contingency) greater than \$50,000 beyond available funding.

7. It is understood by the Parties that The Ames Foundation will assist the Project Steering Committee (an entity not a party to this Agreement) in fundraising for this Project.

8. For every gift, donation, contribution or any transfer of funds designated for the benefit of the Fund, The Ames Foundation will charge a one-time administrative fee not to exceed 2% of the amount received. This administrative fee shall become the property of The Ames Foundation to use as it deems appropriate. The balance of monies received shall be held by The Ames Foundation for the benefit of the Project, until its completion.

9. At the City's request, the Foundation shall provide a final financial report to the City of Ames upon completion of the Project.

10. The Foundation shall take reasonable steps to ensure that the contractor working on

the Project shall maintain commercially appropriate liability and contractor insurance coverages at all times during the construction of the Project, which shall include insurance coverage for subcontractors. The limits and terms of such coverage shall meet the requirements established by the City's Risk Manager for projects of a similar scale occurring on City property.

11. Upon completion of the Project, the City will be entitled to make a final inspection of the Project and determine whether to accept the Project as constructed. The Foundation shall provide to the City a copy of the certification from the general contractor that the Project has been constructed lien-free and in accordance with the plans and specifications. After acceptance of the Project by the City, possession of the MLFIP will be turned over to the City of Ames, and The Foundation will make final payment to the general contractor. Thereafter, the Foundation will have no further responsibilities for the operation or maintenance of the Miracle League Field or Inclusive Playground.

12. Any funds raised in support of the Project in excess of the amount necessary for construction shall be held in the Fund by The Foundation for reasonable use as directed by the City for future maintenance, repairs or expansion of the MLFIP. The Ames Miracle Field and Playground Fund will not receive any earnings, according to the established policy of The Ames Foundation. The City will request the endowment funds from The Foundation as they are needed. Alternatively, the Foundation may elect to turn any excess funds over to the City for the sole purpose of maintenance, repairs or expansion of the Field and Playground.

13. This agreement will remain in effect until the completion of the Project and the exhaustion of any excess funds as described in paragraph 11 of this Agreement, or until terminated by both parties in writing.


12 - BCP

14. This agreement may only be amended in writing with the mutual consent of The Ames Foundation and the City of Ames.

This agreement is entered into this 31st day of July, 2018

The Ames Foundation

BY



Title: President

Date: July 31, 2018

The City of Ames

BY :



Title: Mayor

Date: 7-31-18



November 6, 2020

John Williams
HPC, L.L.C.
120 N. Sherman
PO Box 429
Ames, IA 50010

RE: MIRACLE PROJECT
INIS GROVE PARK, AMES

Dear John:

This letter is in response to the Miracle Project. Snyder & Associates prepared the site plan drawings for the project. HPC, L.L.C. lead the construction of the project and Snyder & Associates reviewed shop drawings and visited the site during construction. The project was constructed as per the plans and technical specifications for the project. Snyder & Associates recommends acceptance of this project.

Sincerely,

SNYDER & ASSOCIATES, INC.

Donald P. Marner, PLA

DPM/dmb

Enc.

WAIVER OF LIEN

To All It May Concern:


In consideration for one hundred percent payment in full, and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all liens or claims, or right to lien or claim, for labor or materials, or both, furnished by **HPC, LLC** for the premises known and described as:

Ames Miracle Field & All-Inclusive Playground

Street and Number: **2500 Duff Avenue**
County: **Story**

City: **Ames**
State: **Iowa**

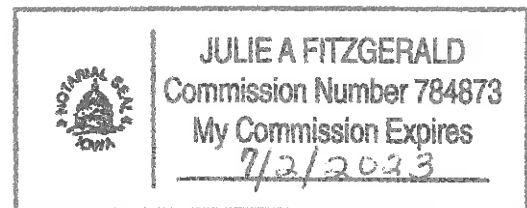
I/We the undersigned warrant that I/we have already paid or will use the monies I/we receive from this payment to promptly pay in full all subcontractors and suppliers for all work, material, equipment or services provided for or to the above referenced project.

Trade General Contractor Firm's Name: HPC, LLC
By: 
Printed Name: Curtis Pike

Witnessed the hand and seal given this 3rd day of November, 2020
City of Ames State of Iowa

By: 

This lien is contingent upon final check clearing our bank.



Snapshot of The Ames Foundation Income and Expense for the Miracle League Field and Inclusive Playground Project as of October 31, 2020

In accordance with the July 31, 2018 agreement for construction of a Miracle League Field and Inclusive Playground, The Ames Foundation will provide a financial report at the completion of the project at the request of the City of Ames. A final report will be provided upon the completion of the projects associated with the Community Attraction and Tourism grant. A snapshot of income and expenses to date includes:

Expenses paid to date: \$2,195,888

Anticipated Additional Expenses: \$164,540

TOTAL Anticipated Expense: \$2,360,428

Total Income to Date: \$2,283,562

Additional Income Needed: \$76,866

TOTAL Anticipated Income: \$2,360,428

Income includes donations from the following sources:

8 Major Competitive Grants: over \$700,000

More than 70 Businesses/Organizations/Foundations: over \$750,000

Nearly 350 Individuals: over \$800,000

In-Kind Donations and cost-reductions were received from multiple contractors totaling more than \$100,000.

BILL OF SALE

In consideration of the fulfillment of the terms and conditions of the Miracle League Field and Inclusive Playground ("MLFIP") Agreement between The Ames Foundation and the City of Ames, Iowa ("City") agreed to on July 31, 2018, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Ames Foundation hereby conveys, transfers, and assigns to City the following described personal property, to wit:

- All of The Ames Foundation's right, title, interest in and to the MLFIP, including any or all of the MLFIP's structures and fixtures located on the City property known as Inis Grove Park.

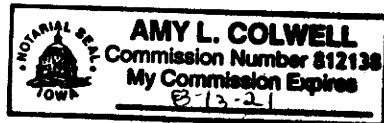
City hereby accepts this conveyance, transfer, and assignment and agrees to own the MLFIP in accordance with the terms of the above-mentioned MLFIP Agreement and all applicable governmental rules, laws, and regulations.

The Ames Foundation hereby covenants with the City that The Ames Foundation is the owner of said personal property, that The Ames Foundation has good and lawful authority to sell, transfer, and assign the same, and that the same is free and clear of all liens, security interests, and encumbrances. With this transfer of the MLFIP to the City, The Ames Foundation hereby quitclaims any ownership of or interest in the MLFIP, including any or all structures or fixtures of the MLFIP.

TRANSFER OF MIRACLE FIELD AND INCLUSIVE PLAYGROUND **BY THE AMES FOUNDATION**

By: Lynne Carey
Lynne Carey, President

On this 5th day of November, 2020, before me, a Notary Public in and for said state personally appeared Lynne Carey, known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.



Amy L. Colwell
Notary Public in the State of Iowa

My Commission expires 8-13-21

ACCEPTANCE OF MIRACLE FIELD AND INCLUSIVE PLAYGROUND
BY CITY OF AMES, IOWA

ATTEST:

By: _____
John A. Haila, Mayor

By: _____
Diane R. Voss, City Clerk

On this _____ day of _____, 2020, before me, a Notary Public in and for said state personally appeared John A. Haila, known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

My Commission expires _____