

**AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL*
DECEMBER 22, 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.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Special Meeting held December 4, 2020, and of Regular Meeting held December 8, 2020
3. Motion approving Report of Change Orders for period December 1 - 15, 2020
4. Motion approving certification of Civil Service applicants
5. Motion approving temporary waiver of residency requirement for City Attorney
6. Motion authorizing the Mayor to sign Certificate of Consistency with City's 2019-2023 CDBG Consolidated Plan on behalf of The Bridge and ACCESS for CARES funding from Iowa Finance Authority
7. Motion approving New 12-month Class C Liquor License, Class B Native Wine with Sunday Sales: North Grand Seafood, 823 Wheeler St Suite 1, **Pending Favorable Background Checks & Pending DRAM**
8. Motion approval renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor License with Sunday Sales & Outdoor Service Chipotle Mexican Grill (435 S Duff Ave)

- b. Class C Liquor License with Sunday Sales Fuji Japanese Steakhouse (1614 S Kellogg Ave)

Pending DRAM

- 9. Motion accepting bi-annual Sustainability Coordinator Report regarding FY 2020-21 Activities
- 10. Resolution approving and adopting Supplement No. 2021-1 to *Municipal Code*
- 11. Resolution waiving enforcement of prohibition of motorized vehicles in Ada Hayden Heritage Park for the Ames Triathlon on June 27, 2021
- 12. Resolution approving extension of COVID Leave benefits to City employees through February 28, 2021, or such a time as a similar package is approved at the federal level
- 13. Resolution approving Amendment to extend Purchase Agreement between the City and Mainstream Living, Inc., for the property at 1417 Douglas Avenue for a completion date on or before January 31, 2021
- 14. Resolution approving Police Department's participation in the Governor's Traffic Safety Bureau Nighttime Seat Belt Enforcement Grant Program
- 15. Resolution awarding contract to Wesco Distribution of Des Moines, Iowa for the 750 KCMIL Copper Cable for Electric Distribution Inventory in the amount of \$110,295.60 (inclusive of Iowa sales tax)
- 16. Resolution awarding contract to Gillig Corporation of Livermore, California, for the purchase of four new 40-foot standard diesel buses for CyRide in the not-to-exceed amount of \$1,930,378
- 17. Resolution approving preliminary plans and specifications for 2019/20 Sanitary Sewer Rehabilitation (Basin 10); setting February 3, 2021, as bid due date and February 9, 2021, as date of public hearing
- 18. Resolution approving Change Order No. 1 for the 2018/19 Sanitary Sewer Rehabilitation (Siphon) for a deduction in the amount of \$174,575
- 19. Resolution approving contract and bond for 2019/20 Traffic Signal Program (Lincoln Way/Beach Avenue)
- 20. Resolution approving Plat of Survey for 300 and 310 South 17th Street
- 21. 2019/20 Shared Use Path System Expansion (Vet Med Trail):
 - a. Resolution transferring \$175,000 from the \$271,158.30 remaining available project balance to the South of Lincoln Way Path Expansion (Franklin Avenue to Wilmoth Avenue), which will be combined with the Franklin Park Shared Use Path and is planned for FY 2021/22
 - b. Resolution accepting completion of 2019/20 Shared Use Path System Expansion (Vet Med Trail)
- 22. Biosolids Disposal Operations for Water Pollution Control Facility:
 - a. Resolution accepting completion of Year One
 - b. Resolution awarding retroactive Agreement for Year Two to Nutri-Ject Systems, Inc., of Hudson, Iowa, in the amount of \$79,060.06

PUBLIC FORUM: This is a time set aside for comments from the public on topics of City business other than those listed on this agenda. Please understand that the Council will not take any action on your comments at this meeting due to requirements of the Open Meetings Law, but may do so at a future meeting. The Mayor and City Council welcome comments from the public; however, at no time is it appropriate to use profane, obscene, or slanderous language. The Mayor may limit each speaker to three minutes.

ADMINISTRATION:

- 23. Motion to extend suspension of Vending Licenses until June 30, 2021

ELECTRIC:

- 24. Resolution approving Amendment to Schedule 3 of Energy Services Agreement with ForeFront Power regarding Sunsmart Ames Community Solar Farm

PARKS & RECREATION:

- 25. Inis Grove Sidewalk Project:
 - a. Motion to reconsider award of contract to Pillar, Inc., of Huxley, Iowa
 - b. Resolution approving award of contract to TK Construction of Pella, Iowa, in the amount of \$170,484.40

PLANNING & HOUSING:

- 26. Request to initiate Zoning Text Amendment to eliminate residential parking requirements Downtown

HEARINGS:

- 27. Hearing regarding vacating Public Utility Easement located across portions of Southtown Subdivision (locally known as 300 and 310 South 17th Street):
 - a. Resolution approving vacating Public Utility Easement
- 28. Hearing regarding the establishment of a new industrial zoning district to be known as the Intensive Industrial zone in Chapter 29, Article 9, of the *Ames Municipal Code*:
 - a. First passage of ordinance
- 29. Low-Income Housing Tax Credit Housing Project (Baker Subdivision):
 - a. Hearing regarding Option Agreement with Prairie Fire Corporation in conjunction with Lot 27 in Baker Subdivision:
 - i. Resolution approving Option Agreement for the sale of the site to Prairie Fire Corporation
 - ii. Resolution approving Developer's Agreement between City of Ames, Prairie Fire Corporation and Builder's Development Corporation
- 30. Hearing on Homewood Slope Stabilization:
 - a. Resolution approving final plans and specifications and awarding contract to RW Excavating Solutions, Inc., of Prairie City, Iowa, in the amount of \$535,192.55
- 31. Hearing on Amendment to the Planned Residence District Major Site Development Plan for a development known as Domani located at 2200 Oakwood Road:
 - a. Resolution approving Amendment to the Planned Residence District Major Site Development Plan
- 32. Hearing on Major Site Development Plan Alternative Landscape Plan for 1910 Isaac Newton Drive (Kwik Trip, Inc.):
 - a. Resolution approving Major Site Development Plan Alternative Landscape Plan

ORDINANCES:

- 33. Ordinances pertaining to short-term rentals:

- a. Second passage of ordinance amending Chapter 29 (zoning) [Second and third passages and adoption requested]
 - b. Second passage of ordinance amending Chapter 13 (rental) [Second and third passages and adoption requested]
 - c. Second passage of ordinance amending Chapter 35 (guest lodging) [Second and third passages and adoption requested]
- 34. Third passage and adoption of ORDINANCE NO. 4424 amending the East University Impacted Urban Revitalization Area boundary by adding 313 Lynn Avenue and adding an expiration date of April 1, 2024
 - 35. Third passage and adoption of ORDINANCE NO. 4425 regarding the extension of building features into required setbacks
 - 36. Third passage and adoption of ORDINANCE NO. 4426 of Face-Covering Ordinance extending sunset clause to June 30, 2021

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

COUNCIL COMMENTS:

ADJOURNMENT:

**MINUTES OF THE JOINT MEETING OF THE
AMES CITY COUNCIL AND MARY GREELEY MEDICAL CENTER
BOARD OF TRUSTEES**

AMES, IOWA

DECEMBER 4, 2020

The Ames City Council and Mary Greeley Medical Center (MGMC) Board of Trustees met in joint session at 10:01 a.m. on the 4th day of December, 2020, via the WebEx electronic format. Participating in the meeting were Mayor John Haila and Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and David Martin. Steve Schainker, City Manager, Deb Schildroth, Assistant City Manager; Susan Gwiasda, Public Information Officer; and Diane Voss, City Clerk, represented the City of Ames Administration. Representing the Mary Greeley Medical Center Board of Trustees were Chairperson Sarah Buck and Trustees Brad Heemstra, Mary Kitchell, Ken McCuskey, and Beth Swenson. Administrative staff from MGMC present were Brian Dieter, President and CEO; Vice-Presidents Gary Botine, Amber Deardorff, Karen Kiel Rosser, and Cory Geffre; Penny Bellville, Human Resources Director, and Micci Gillespie, Executive Assistant.

Welcome and Introductions. Chairperson Sarah Buck and Mayor Haila welcomed the City Council, Mary Greeley Medical Center Board of Trustees, and administrative staff members from both entities.

Communities of Excellence 2026. Karen Kiel Rosser shared a presentation on Mary Greeley Medical Center's (Hospital) continuance of improvements after receiving the Malcolm Baldrige National Quality Award in 2019. She noted that Mary Greeley is one of only 26 hospitals in the country to achieve this distinction. Following this recognition, the Baldrige organization approached the Hospital about the Communities of Excellence national learning collaborative and invited us to participate. The learning collaborative is designed for communities at varying levels of readiness to align and strengthen their community's current efforts and to identify, prioritize, and improve needed efforts by using the Baldrige framework. Using an established framework for excellence and bench marking to others, communities gain direction on how to achieve strategic and operational excellence in their community.

A Community Health Steering Committee was convened and includes:

1. Healthcare leadership representatives
2. Ames Mayor
3. Story County Board of Supervisors representative
4. Ames Assistant City Manager
5. Ames Chief of Police
6. Ames Community School District Superintendent
7. Iowa State College of Human Science Dean
8. Iowa State University – Diversity representative
9. Ames Chamber of Commerce representative
10. United Way of Story County representative

The Steering Committee unanimously agreed to support participation in the program. Communities of Excellence 2026 kicked off in October; and Ms. Kiel Rosser, along with three others from the organizations listed above, attend bi-monthly meetings with a cohort group consisting of four other communities across the country. The meetings include reviewing data from a variety of sources, such as the Community Needs Assessment, the Ames Chamber of Commerce, the Ames Community School District, and the Community Perception Survey.

Facility Improvement Update. Vice-President Amber Deardorff presented an update on the facility improvements within the past year, as follows:

Phase 1 of the Five-Year Master Facility Plan was completed in May 2020. This Phase included moving the surgical unit in the west patient tower from the 3rd floor to the 6th floor.

Phase 2 of the Plan involves renovation of the 3rd floor to the new Birthways, Pediatrics, and Neonatal Intensive Care Unit (NICU). The design includes an integrated care plan allowing mom, baby, and family in one room throughout their stay. Phase 2 is expected to be completed in the fall of 2021.

Phase 3 includes the Behavioral Health Unit and infrastructure of the 4th and 5th floors of the south tower and is currently in the design phase. A company from New York is working with Shive Hattery to help design the best, state-of-the-art behavioral health facility that includes privacy and safety control for patients and staff. The Behavioral Health Unit will be adult-only.

Phase 4 will include the 3rd and 6th floors of the south tower. The plan is to create an employee wellness and training area, a new rehab unit, and upgrade infrastructure.

The Wound Clinic renovations on the first floor of the west patient tower are complete, and the Clinic will open on December 7, 2020. A hyperbaric chamber will be installed in mid-December and will be available for patients needing the oxygen-rich environment the chamber provides. Studies have shown that wound treatment in a hyperbaric chamber promotes better healing.

The Behavioral Health area in the Emergency Department was recently remodeled. The area of the building known as the 1960 addition is being re-skinned.

Diversity, Equity, and Inclusion Program. Penny Bellville, Director of Human Resources, shared an update on the status of the Diversity and Inclusion in Healthcare Program. A committee was started; leaders were looking for approximately 12 people to serve. A total of 40 staff members signed up for the committee, and all have been included.

The objectives of the committee are:

1. A definition of diversity, inclusion, equity and equality for the organization and understanding of how these definitions are different
2. What makes us unique? What brings us together?
3. Identify opportunities to promote diversity, equity and inclusion (DEI) throughout the communities we serve
4. Develop and provide tools/resources to promote open communication and dialogue
5. Identify barriers that currently limit opportunities
6. Conduct an assessment to gather data regarding the current state of diversity and inclusion
7. Research and adopt best practices for Mary Greeley

The committee created the following vision statement: “MGMC will be an innovative leader in creating an all-inclusive environment where one’s uniqueness is embraced and welcomed with respect.”

Actions taken and next steps include:

1. Sub-committees formed:
 - a. Patient Experience sub-committee
 - b. Education DEI sub-committee
 - c. Racism Task Force sub-committee

2. Present to Patient & Family Advisory Council and obtain feedback
3. Unconscious bias training – peer interviewers and leaders
4. Diversity, Equity and Inclusion MGMC staff survey – initial benchmark
5. Iowa Hospital Association Diversity, Health Equity & Inclusion Advisory Committee

Cory Geffre, Vice-President, shared information regarding the Racism Task Force sub-committee. The committee is very diverse, with none of the members from the same country of origin. The task force is taking a “3 by 3 Approach” by identifying the following:

1. Who:
 - a. Leaders
 - b. Staff
 - c. Patients
2. What:
 - a. Awareness
 - b. Education
 - c. Simulation

A suggestion was made to change ‘patients’ to ‘patients and families’.

The committee and sub-committees will continue to meet regularly with the goal to meet the objectives of the vision statement internally, as well as in the community.

COVID-19 Update. Vice-President Deardorff shared an update on the current COVID-19 response at Mary Greeley. The following totals for positive cases are:

	11/23/20	10/26/20	9/28/20	8/24/20	7/23/20	6/22/20	5/18/20	3/30/20
Global	58,795,765	43,170,766	33,153,664	23,424,844	15,250,804	9,098,970	4,710,614	742,138
United States	12,254,135	8,638,127	7,205,867	5,793,641	4,038,967	2,363,825	1,516,343	143,724
Iowa	211,717	116,422	86,918	56,585	40,000	26,047	14,995	424
Story County	6,378	3,990	3,457	1,572	987	471	79	2

Approximately 10% of Mary Greeley’s workforce has tested positive since the beginning of the pandemic. The Hospital has been busy with the current surge of new cases and record hospitalizations. Mary Greeley is treating patients from Story County as well as surrounding counties.

The Story County Test Iowa Clinic recently opened at a new indoor, drive-thru site located at 1501 East Lincoln Way. Due to demand, the hours have been expanded.

The Iowa Department of Public Health has developed a COVID-19 vaccination strategy, although there is limited information at this time. Two vaccines (Pfizer and Moderna) are expected to be available sometime in December. Mary Greeley is working on plans/strategies and will be ready

whenever the vaccines are received. Infectious Disease provider Dr. Dan Fulton will conduct a town hall in mid-December to help educate staff.

Vice-President Deardorff shared that incident command started in January and has done tremendous work preparing for and responding to the pandemic. Staff is doing a great job, but there is no end in sight and making sure they are mentally well is a priority. The support from the community has been outstanding and much appreciated.

Members of the Council expressed their appreciation for the leadership and the staff at Mary Greeley for all that they have done and continue to do.

Board Trustee and Council Comments. Board of Trustees Chairperson Buck asked if there were any topics that they would like to discuss at next year's Joint Meeting. The following suggestions were made:

1. Update on Communities of Excellence 2026
2. Follow up from the Racism Task Force sub-committee
3. Mental health services for adolescents and adults
4. Mental health impact of COVID and potential long-term effects for those who have had the virus

Attendees were asked to contact Micci Gillespie (gillespie@mgmc.com) with additional topics at any time.

Mayor Haila stated he was proud and honored to have Mary Greeley in the community. He asked if there is anything that the City Council could do to support the Hospital. Ms. Deardorff shared that the most important thing the Council can do is to continue spreading the message of the importance of washing hands, wearing a mask, and social distancing.

Hospital Trustee Mary Kitchell commented that several things have changed in people's lives since the pandemic began that will have implications in their lives after the pandemic, such as telemedicine. She has been involved in tutoring reading through the Harrison Barnes Reading Academy. Due to social distancing, many are reliant on technology and broadband access, which has led to the realization that there are disparities in the community.

Hospital President Brian Dieter shared that Courtney Crowder, a reporter with the *Des Moines Register* will be onsite next week to talk with staff and tell Mary Greeley's COVID story. He felt that will be a great opportunity to shine light on the heroic efforts and dedication of those who are providing health care in our community.

Adjournment. The meeting was adjourned at 11:28 a.m.

Diane R. Voss, City Clerk

John H. Haila, Mayor

**MINUTES OF THE REGULAR MEETING OF THE
AMES CONFERENCE BOARD AND
REGULAR MEETING OF THE AMES CITY COUNCIL**

AMES, IOWA

DECEMBER 8, 2020

REGULAR MEETING OF THE AMES CONFERENCE BOARD

The Regular Meeting of the Ames Conference Board, which was being held electronically, was called to order by Chairman John Haila at 6:01 p.m. on December 8, 2020. Present from the Ames City Council were Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and David Martin. Story County Board of Supervisors present were Linda Murken, Lisa Heddens, and Lauris Olson. Representing the Ames Community School Board was Sabrina Shields-Cook. Joe Anderson attended on behalf of the Nevada School Board. Gilbert Community School District and United Community School District were not represented.

APPOINTMENTS TO EXAMINING BOARD: Mayor Haila explained the Ames Conference Board meeting was called to appoint an Examining Board as required by the *Code of Iowa*. City Assessor Greg Lynch had submitted his resignation effective December 31, 2020. He noted that a memo was sent to each of the Conference Board members explaining the process that they will need to go through. The first step in replacing the City Assessor is to appoint three members to the Examining Board: one member represents the Ames City Council; one represents the Board of Supervisors; and one represents all the school districts. The appointees to the Examining Board must be residents of the City of Ames per the *Code of Iowa*.

Moved by Martin, seconded by Junck, appointing Council Member Amber Corrieri to the Examining Board representing the Ames City Council.

Vote on Motion: 3-0. Motion declared carried unanimously.

Moved by Olson, seconded by Murken, appointing Board of Supervisor Lisa Heddens to the Examining Board to represent the Story County Board of Supervisors.

Vote on Motion: 3-0. Motion declared carried unanimously.

Moved by Anderson, seconded by Shields-Cook, appointing Sabrina Shields-Cook to the Examining Board to represent the School Districts (Ames, Gilbert, Nevada, United).

Vote on Motion: 3-0. Motion declared carried unanimously.

CONFERENCE BOARD COMMENTS: Story County Board of Supervisor Lisa Heddens asked the Mayor to clarify the process now that the Examining Board has been appointed. Mayor Haila explained that the process is that only Assessors who are on a list of approved and have approved certain licensing examinations that are available from the Department of Revenue can be considered for the position. The Examining Board is the only one that can request a list from the Department of Revenue. He noted that the *Iowa Code* also states that because the City has a Deputy City Assessor, that person by *Iowa Code* will take over for Mr. Lynch as of January 1, 2021 until a new City Assessor is appointed. The Examining Board is a search committee that brings back viable

candidates for the Conference Board to decide who to appoint. Per the *Code of Iowa*, the Examining Board can also conduct an examination, either written or oral, of any person whose name appears on the register, and shall make a written report of the examination and submit the report together with the names of those individuals certified by the Department of Revenue to the Conference Board.

Ms. Heddens stated that Ames is one of seven cities in the state that has a City Assessor and the other locations utilize a County Assessor. She pointed out that a staff report was done back in 2005 that looked at whether to have one or two Assessor's within Story County or a separate one for Ames. Ms. Heddens commented that she would be interested in having an updated report to see if they really need to have two Assessors. She wanted to know if there was a need for separate Assessor's or was there any equipment that needed to be purchased. Ms. Heddens explained that 15 years is a long time and things are constantly changing.

Council Member Gartin mentioned that he would not be interested in changing the structure as he thought the system that is already in place has served the community very well. He liked having the accountability of the Assessor being within the Ames City Government and not shifting the role to the County Supervisors. Mr. Gartin mentioned that the previous study made it clear that there was a period where if the people of Ames would have had their assessments done by the County Assessor their assessments would have been far worse than what they were. The statistics were clear about this information. He explained that he thought the people of Ames are very well served by having an Assessor within the City Government.

Board of Supervisor Lauris Olson asked Mr. Gartin if he was sure about the structure. She pointed out that Story County is the fiscal agent for the City of Ames Assessor. Ms. Olson mentioned that there are times that the City's Human Resources Department has called Story County to assist with the people on the Conference Board. She stated that the Conference Board doesn't report to the City of Ames and she thought there needed to be some clarity. Ms. Olson mentioned that Story County does not charge any fees, but the City of Ames charges the Assessor's Office for all the "other" services that are provided to them.

Council Member Betcher stated when she read the 2005 report she was thinking along the same lines as Ms. Heddens. The report is 15 years old and she is not sure the City of Ames knows if the citizens of Ames are being better served by having a City Assessor opposed to a County Assessor. Ms. Betcher mentioned that by having staff look at the data they can make sure they are making the right decision.

Ms. Murken asked if it is the case that the City of Ames has a separate City Assessor due to an Ordinance. Mayor Haila stated that there is an Ordinance that the City Council would have to be repealed in order to eliminate the City Assessor's position. Ms. Murken pointed out that it is ultimately up to the City of Ames whether there are two Assessors in Story County. She explained that the City Council Members are the ones that need to be convinced to do something different. City Attorney Mark Lambert commented that he believed that would be correct and it would be up to the City of Ames, but he would have to research it further. Mr. Lambert explained that the City is

allowed to have a City Assessor per the *Iowa Code*, but he hasn't looked at the language in some time and would want to look at it further before rendering an opinion. Ms. Murken explained to her it seemed like the City "held all the cards," but there are some issues that have come up that need to be discussed as to what the County's role is in terms of doing payroll and other items they are not being reimbursed for. Ms. Heddens commented that is part of why she was suggesting the study. She explained it was to update the information that is 15-years old and this is how you can determine what is best for the citizens.

Mayor Haila stated the report that was sent out to the Conference Board was a report that analyzed whether to combine the two Assessor's offices and to look at the cost. He pointed out there are two ways to approach the topic. One way would be if there is interest in refreshing the study as it was initially done or make a motion to refresh the study, but look at different topics, i.e. payroll, etc., but would not be to combine the City Assessor and County into one. Mr. Gartin suggested that those are two separate conversations. He noted that if the County felt that they were picking up costs that were not equitably shared, then those are matters that don't require a special report, but a conversation the two leadership bodies can have. The matter before the Conference Board now is the replacement of the City Assessor. The Mayor explained that the reason for his clarification was because if the County Board of Supervisors was proposing to refresh the study to see if they would want to combine the City and County offices together this would be the time to do it, instead of going out and searching for a new City Assessor. If there was support to do the study then the Examining Board would be in place, but would be idle until the report came back. Ms. Betcher stated that if the discussion was about shifting the financial responsibility to the City then that is also part of the equation for whether there is a City Assessor or not. Ms. Betcher noted that the City doesn't always have the opportunity that is created by a retirement every year, and there is an opportunity right now to take a look and see whether it is still fiscally responsible to have a City Assessor, whether it makes sense for the citizens of Ames, and how the possible shift of responsibilities from the County would figure into the equation. Mayor Haila mentioned that since the City Council can't deliberate on whether to move forward this becomes an issue to be placed on a City Council Agenda. He suggested the Council refer this item to be placed on a future City Council Agenda for discussion.

Supervisor Heddens stated that they just got the report yesterday and they are just asking for the report to be updated to move forward. She asked for clarification on the Examining Board moving forward. Mayor Haila explained if the City Council is interested in combining the City and County Assessor then there would be no reason for the Examining Board to meet; however, if the decision is to have two Assessor's then the Examining Board would proceed.

Nevada School representative Joe Anderson asked if it was possible to have the 15-year study sent to the rest of the Conference Board. Mayor Haila apologized and commented that he will send it.

ADJOURNMENT: Moved by Anderson to adjourn the Ames Conference Board at 6:27 p.m.

MINUTES OF THE REGULAR MEETING OF 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 6:29 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 an item to the Consent Agenda to set the date of public hearing for December 22, 2020, to approve the Partnership Agreements with Prairie Fire Corporation and Builder's Development Corporation in conjunction with Baker Subdivision (321 State Avenue).

Mayor Haila requested to pull Item No. 15, Resolution approving Change Order No. 1 with Anderson Process & Instrumentation Solutions, LLC, for Maintenance Services Contract for the Power Plant, in an amount not-to-exceed \$443,8889.50 for further discussion.

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

1. Motion approving payment of claims
2. Motion approving Minutes of November 24, 2020
3. Motion approving Report of Change Orders for period November 16 - 30, 2020
4. Motion approving New 12-month Class E Liquor License with Class B Wine Permit and Sunday Sales: Kum & Go #7706, 2320 Lincoln Way
5. Motion approval renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor License with Sunday Sales, 1 Night Stand, 124 Welch, **Pending DRAM**
 - b. Class E Liquor License, Class B Wine Permit, Class C Beer Permit with Sunday Sales: Cyclone Liquors, 626 Lincoln Way, **Pending DRAM**
 - c. Class C Liquor License with Outdoor Service & Sunday Sales: Café Beau, 2504 Lincoln Way
 - d. Class B Beer with Outdoor Service & Sunday Sales: Torrent Brewing Co LLC, 504 Burnett Avenue
 - e. Class C Liquor License, Class B Wine Permit with Sunday Sales, Outdoor Service: Mickey's Irish Pub, 109 Welch Avenue
6. RESOLUTION NO. 20-621 setting date of public hearing for December 22, 2020, to vacate Public Utility Easement located across portions of Southtown Subdivision (300 and 310 S. 17th Street)
7. RESOLUTION NO. 20-622 setting date of public hearing for December 22, 2020, to approve Partnership Agreements with Prairie Fire Corporation and Builder's Development

- Corporation in conjunction with Baker Subdivision (321 State Avenue)
8. RESOLUTION NO. 20-623 approving Professional Services Agreement with CGA Consultants, of Ames, Iowa, for Flood Mitigation - River Flooding - Land Acquisition Services in an amount not-to-exceed \$74,800
 9. RESOLUTION NO. 20-624 approving Agreement with Iowa Department of Transportation for Traffic Safety Improvement Program Funding (S. 16th Street/S. Duff Avenue) in the amount of \$495,000
 10. RESOLUTION NO. 20-625 approving Amendment to the Intergovernmental Agreement between the City of Ames and City of Nevada for Emergency Response Coverage of Interstate 35 and Highway 30 outside of the Ames city limits and extending the expiration date to December 31, 2030
 11. RESOLUTION NO. 20-626 approving FY 2020/21 Commission On The Arts Spring Special Project Grants
 12. SunSmart Ames Community Solar Farm:
 - a. RESOLUTION NO. 20-627 approving Memorandum of Agreement
 - b. RESOLUTION NO. 20-628 approving Notice and Acknowledgment of Assignment with ForeFront Power
 13. RESOLUTION NO. 20-629 approving preliminary plans and specifications for 2020/21 Pavement Restoration - Slurry Seal Program; setting January 6, 2021, as bid due date and January 12, 2021, as date of public hearing
 14. Baker Subdivision Geothermal Heat Pump System:
 - a. Motion rejecting bid
 - b. RESOLUTION NO. 20-630 approving preliminary plans and specifications for Baker Subdivision Geothermal Well Installations; setting January 27, 2021, as bid due date and February 9, 2021, as date of public hearing
 15. RESOLUTION NO. 20-631 approving Change Order No. 1 with TEi Construction Services, Inc., for Unit 8 Boiler Repair Project, in the amount of \$369,324
 16. RESOLUTION NO. 20-633 approving contract renewal for Furnishing Gases and Cylinders to the Power Plant with Airgas USA, LLC for a total amount not-to-exceed \$32,000
 17. RESOLUTION NO. 20-634 accepting completion of 2017/18 Right-of-Way Restoration
 18. RESOLUTION NO. 20-635 accepting completion of Teagarden Drainage Improvements
 19. RESOLUTION NO. 20-636 approving partial completion of public improvements and reducing security for Crane Farm Subdivision, 2nd Addition
 20. RESOLUTION NO. 20-637 approving partial completion of public improvements and reducing security for Crane Farm Subdivision, 6th Addition
 21. RESOLUTION NO. 20-638 approving partial completion of public improvements and reducing security for Scenic Valley Subdivision, 4th Addition
 22. RESOLUTION NO. 20-639 approving partial completion of public improvements and reducing security for Scenic Valley Subdivision, 5th Addition
 23. RESOLUTION NO. 20-640 approving partial completion of public improvements and reducing security for Sunset Ridge Subdivision, 8th Addition
 24. RESOLUTION NO. 20-641 approving partial completion of public improvements and reducing security for Sunset Ridge Subdivision, 9th Addition

25. RESOLUTION NO. 20-642 approving completion of public improvements and releasing security for South Fork Subdivision, 9th Addition
26. RESOLUTION NO. 20-643 approving completion of public improvements and releasing security for South Fork Subdivision Wrap-Up

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

CHANGE ORDER NO. 1 WITH ANDERSON PROCESS & INSTRUMENTATION SOLUTIONS (API SOLUTIONS), LLC, FOR MAINTENANCE SERVICES CONTRACT FOR THE POWER PLANT: City Attorney Mark Lambert explained that the contractor is currently working on this project, but has not provided a Performance Bond for the new amount with the Change Order. This is a requirement under Iowa law. He mentioned that if the Council approved the Change Order tonight it should be contingent upon receipt of the Performance Bond. If Anderson Process & Instrumentation Solutions, LLC, is unable to provide an updated Performance Bond before their current job runs out of funds, they will have to be pulled from the work until it is obtained. Mayor Haila explained that this was a time-sensitive project, and Electric Services is interested in seeing the project continue instead of waiting a few more weeks.

Moved by Gartin, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 20-632 approving Change Order No. 1 with Anderson Process & Instrumentation Solutions, LLC, for Maintenance Services Contract for Power Plant, in an amount not to exceed \$443,889.50, contingent upon receiving the updated Performance Bond.

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

PUBLIC FORUM: Merlin Pfannkuch, 1424 Kellogg Avenue, Ames, asked for more discussion of the East Industrial Area before a contract is issued for \$5 million for sanitary sewer and water mains next spring. He mentioned that he had heard that the City of Ames might hear about the status of its federal grant in February. Mr. Pfannkuch felt that the Council has done a pitiful job with this project on being transparent. He felt that as usual when a project involves the Ames Economic Development Commission, it gets a pass. The job as Council members is to examine proposals closely and involve the public in the discussion. Mr. Pfannkuch stated that the Ames Economic Development Commission Executive Dan Culhane keeps talking about how the City has missed out on opportunities for industry by not having the infrastructure, but this is portraying the process too simplistically. He explained that Mr. Culhane also talked about how great of a location the East Industrial Area is to the Interstate and rail access, but he thought Mr. Culhane might be overstating this information. It was noted that according to information available on the Iowa Department of Economic Authority's website, there are 27 Iowa certified sites of more than 67 acres. He stated that 15 of the sites have rail service and four-lane highway access, 11 sites have commercial air service within 20 miles and Ames does not. There needs to be a major public discussion of this project. Mr. Pfannkuch pointed out that with the pandemic not ending anytime soon, this is the time to be cautious on spending.

REQUEST FOR PROPOSALS FOR CLIMATE ACTION PLAN SCOPE OF SERVICES:

Assistant City Manager Deb Schildroth stated that joining her tonight is Public Relations Officer Susan Gwiasda, Sustainability Coordinator Merry Rankin, and Energy Services Coordinator Kayley Lain. Developing a Climate Action Plan addresses the City Council's value of "Environmental Sustainability," and specifically, the goal of developing and adopting a Climate Action Plan. The consultant services City staff had requested are:

1. Determine Community Greenhouse Gas Emission Reduction Goals - With assistance from City staff as well as input gathered through a robust, multi-faceted, and inclusive community-input process, the consultant is asked to develop Greenhouse Gas reduction goals for the Ames community.

Ms. Schildroth noted that the team had looked at Dubuque and Iowa City's Climate Action Plans and also at Davis, California, Bloomington, Indiana, and Columbia, Missouri. In the other states, the goals were already developed prior to going into the Climate Action Plan Request for Proposals (RFP).

2. Develop a Climate Action Plan - The Plan will establish relevant, achievable, and cost-effective strategies to achieve reduction goals within a timeline, designate milestone reduction achievements along the timeline, and specify metrics to track and measure progress.
3. Outreach and Engagement Process - Consultant will develop, oversee, and facilitate a plan to solicit input and achieve meaningful engagement with the Ames community. The City considers citizen input essential to developing a Climate Action Plan.

The Plan should engage and empower residents, businesses, and institutions toward ownership and responsibility in ensuring a resilient and sustainable future. Because of the importance of the Climate Action Plan and the impact it will have on the total community, under the Request for Proposals the Mayor and City Council members will serve as the Steering Committee for the consultants. In this capacity, the Steering Committee will advise the consultant on interim proposals and policy considerations during goal-setting and plan development, will provide direction and guidance to the consultants regarding key decision points, and will make final decisions related to the consultants' recommendations. This is the same role the Mayor and City Council are playing regarding the development of the City's new 2040 Comprehensive Plan. Ms. Schildroth noted that funds totaling \$130,000 are available for a Climate Action Plan and have been identified from the FY 2019/20 General Fund ending fund balance. Staff is taking the recommendation from Purchasing and waiting to release the Request for Proposals until January 4, 2021, with the deadline for responses to be February 2, 2021. A cross-departmental project team will evaluate the proposals and bring a proposal back to the Council on March 23, 2021.

The Mayor opened public comment.

Allison Brundy, 3125 Maplewood Road, Ames, thanked the City on behalf of the Ames Climate Action Team. She mentioned that a letter was sent to the Council from the Ames Climate Action Team that recommended a few changes to the Request for Proposals (RFP). The group wanted to see the mention of climate adaptation in the RFP. She noted that she did see the climate adaptation

piece in the other communities' reports. Ms. Brundy thought it was interesting to see how other cities are increasing their climate adaptation, climate action goals, and renewable energy goals. She is supportive of moving forward with the process. It was also recommended to list the Ames 2040 Plan and the Iowa Energy Plan as a resource in the RFP. Ms. Brundy explained that building climate resilience for the people of Ames is an exciting prospect.

Lee Anne Willson, 5326 Springbrook Drive, Ames, stated she was very impressed with everything she has learned about Ames and the City Council in respect to climate issues. She is a scientist and understands when discussing land use; it is a different political process, but she can't imagine how one can address climate issues without thinking about how the land is used. It was mentioned that the more land that is used, the more transportation is needed, and more farmland is covered up. Ms. Willson recommended mentioning land use in the RFP.

Shellie Orngard, 928 Burnett Avenue, Ames, thanked the Council for getting the opportunity to speak and for the emphasis on community input as part of the RFP. She noted that the Climate Action Plan will be far more successful with having the Ames residents' knowledge of and active participation in developing the Plan and making it happen. Ms. Orngard thought it would be good to have an RFP that allows for a wide scope of mitigation of CO₂ emissions, but adaptations to the already changing climate. The derecho event that happened earlier this year was a surprise and a shock to all citizens, and it was also a wake-up call of how severe weather events can affect the community financially, but also in the way they live their lives. Climatologists say that the climate future is going to be different with more extreme weather events, more moisture on average, and periodic droughts. Ms. Orngard stated that people need to anticipate what those changes are going to be and prepare for them. The Climate Action Plan will need to work together with the Ames 2040 Plan in order for either Plan to be successful and that should be stated in the RFP. Preparing for a climate future means people are going to have to think of new ways to do things differently. She looks forward to future conversations on this topic.

Council Member Martin stated the suggestions are very well-intentioned and some of those will be covered under the execution of the RFP by the consultants, but some of the suggestions are very easy to state in the RFP. He explained that he was inclined to make a motion to add some references.

Council Member Gartin inquired when City engineers and staff are looking at capital improvement plans is the issue of adaptation being considered and how is the staff already taking those issues into account. City Manager Steve Schainker explained that staff is always looking at ways to make sure there is enough infrastructure in place to handle unforeseen disasters, but it is difficult to guard against every situation.

Moved by Martin, seconded by Junck, to edit the Request for Proposals to include appropriate references to the City's interest in climate adaptation planning, the fact that the Ames 2040 Plan is underway, reference the Iowa Energy Plan as a resource, and to mention the City is also studying the future of the Resource Recovery Plant.

Council Member Gartin mentioned that he would agree with most of the additions as they are really for information purposes for the consultant, but the addition of adding the climate adaptation component is an entirely different additional level of service and would change the scope. His understanding was the City was focusing on ways to reduce the City's contribution to greenhouse gases and try to create a more sustainable community. Finding ways to make the community more resilient to weather events seemed like a different proposal to him. He asked Council Member Martin if he intended with his motion to expand the services. Mr. Martin stated he didn't consider his motion to be an expansion as it was in the scope of the Climate Action Plan. Council Member Beatty-Hansen stated it also has to do with predictions of more extreme drought and flooding, and adaptation could mean planning for different items that could be planted that have not been thought of before.

Sustainability Coordinator Merry Rankin commented that the intent of staff doing the Climate Vulnerability Study was to look at what considerations they needed to be aware of related to the intensity and trickling effect. To include the Climate Vulnerability Study as a resource was the intent to ensure the Climate Action Plan included strategies. She mentioned that, when looking across the board, there are communities that have Climate Action Adaptation Plans and some who just have components in them. Those pieces had already been intended to be covered, but could adjust how they would be titling the Plan at the end of the process.

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

REQUEST FOR PROPOSALS FOR THE WASTE-TO-ENERGY OPTIONS STUDY SCOPE OF SERVICES: Assistant City Manager Brian Phillips stated that for the past 45-years the community has been reliant on the Resource Recovery system to process and dispose of the solid waste in the County. The community landfill closed in the 1990's, and there is no alternative landfill in the County. The City is now at a point where it makes sense to study fundamental changes to how the system operates and explore other technical options that have been developed within the past 45 years. The Power Plant's conversion to natural gas in 2016 has given the City the opportunity to show how the Refuse Derived Fuel (RDF) combusts with the natural gas for the past four years. There are some technical challenges to co-firing with the natural gas that didn't exist when the RDF was combusted with coal. Another reason is to analyze the electric markets and make purchase decisions that are advantages to ratepayers; however, there are times when the City is not able to take full advantage of low energy rates because the Power Plant must remain operating to dispose of the RDF. The amount of natural gas that is used to combust the RDF could be greatly reduced if the City had a unit that was more optimally sized to do so. Mr. Phillips also explained that the City is approaching a point where the City needs to invest a significant amount of capital into the RDF Storage Bin between the Resource Recovery Plant and the Electric Plant, in order to keep the bin functional or move in a different direction that does not require the use of the Bin. Staff also recognizes that the composition and quantities of waste along with the community's interest have changed since the mid-1970's when the Resource Recovery system started. It is becoming difficult to make incremental changes that have added any major improvement to the process; therefore, staff needs some expertise to understand where waste is going in the future and what methods are best

suited.

There are four options that City staff has requested to be evaluated. Mr. Phillips explained that each option will have a dedicated waste-to-energy unit(s) smaller in scale than the Power Plant boilers that staff believed will provide the City with more reliability and flexibility at a lower cost. The four options are:

1. A dedicated Refuse Derived Fuel Unit inside the Power Plant potentially using one of the retired turbine generator units
2. A dedicated Refuse Derived Fuel Unit in the Power Plant with larger (20") RDF sizing in the hopes that this would reduce processing costs
3. To build a dedicated Refuse Derived Fuel Unit on a Greenfield Site to explore recovering metals and other recycling materials at the front end of the process.
4. A dedicated Municipal Solid Waste Unit on a Greenfield Site where the raw municipal waste would be combusted, and the recyclable metals would be recovered after the combustion process.

Each option would be asking a consultant to outline the capital, operating the maintenance and other costs, operational requirements, environmental issues, etc., to help the City analyze its options. All those options would be weighed against a fifth option, which would be to continue investing in the system that is currently in place. City staff is asking the Council to consider what had been prepared and offer any other further directions.

Council Member Betcher stated it seemed odd to her that there wasn't an examination into whether or not the City should continue with waste-to-energy. She had assumed while doing the study that one of the options would be to not continue in that direction and it sounded like other directions were looked at ten-years ago. She stated that seemed like a long time to her with the scope of changes in energy production and the ability to harness alternative energies. Ms. Betcher wanted to know why they are not including the option to continue the waste-to-energy. Mr. Phillips stated staff approached this process with the expectation that in the past the community and City Councils' directions were waste-to-energy and that is why the proposed study followed the same philosophy. He stated if there are alternatives, they could add them to the proposal, but wanted the Council to keep in mind that there are other communities that partner with the Resource Recovery System. They would need to make sure whatever future system or whatever is pursued that the other communities are brought along with the new system. Mr. Phillips commented that the City needs to be cognizant of the City's obligations to the other communities.

Council Member Gartin wanted to know if it would be possible for the Boone Landfill to take over all the waste. Mr. Phillips stated that he doesn't believe that would be an option as Boone is not that big of a landfill. Mr. Gartin stated the only option would be to build a landfill in Story County. Mr. Phillips stated if the City did not have a waste-to-energy system, that option would need to be on the table for discussion. Resource Recovery Plant Superintendent Bill Schmitt stated that those would be the only alternatives as the DNR has not approved any landfills within the past 20 years. He noted that the Boone Landfill has not planned to have anything else added to its landfill.

Council Member Betcher stated she had heard from the National League of Cities that a circular waste economy that doesn't turn the waste into energy, but turns waste into other products. Mr. Phillips noted that one of the items staff will have the consultant look at is whether there is the possibility of creating beneficial biproducts out of a new facility. The challenge is that right now the City has a product that only has one end-user, which is the Power Plant, and when there are times that the Power Plant can't take the waste is when the City can get into a bind. Mr. Phillips explained they will look for a consultant to let the City know if there are other options to come from the process.

Mr. Gartin asked if a new facility were to be built, what sources of funding would be available. Mr. Phillips stated staff would look to the consultant to see if there are any grants or other sources of funding available.

Mayor Haila opened public input. It was closed when no one came forward

Moved by Gartin, seconded by Betcher, to approve Alternative 1, authorizing staff to issue the Request for Proposals for the Waste-to-Energy Options Study.

Council Member Martin stated that Option 1 made sense, but asked if the City should do anything beyond it. Mr. Phillips pointed out that one of components of the scope of services will allow the consultant, as part of its proposal, to point out if the City is missing out on any other opportunities.

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

STAFF REPORT REGARDING IOWA REINVESTMENT DISTRICT PROGRAM: City Manager Steve Schainker commented that everyone might have noticed that site work has begun on the northwest corner at Clark and Lincoln Way that will eventually house the relocated Starbucks. With the relocation of Starbucks, it will free up property east of Lincoln Way for the Mixed-Used Redevelopment. Within the next few weeks, the developer will come forward with its proposal and negotiations for their incentive program. Mr. Schainker stated that the City was approached by the Ames Economic Development Center (AEDC) about the Iowa Reinvestment District Program, and the possibilities of taking advantage of the new development along Lincoln Way, and leveraging some state funding to accomplish some of the possible goals of the Council. By rebating the newly generated state taxes, the City may finance (in part or in full) construction of new projects to improve residents' quality of life, create and enhance unique opportunities, and substantially benefit the community, region, and state through transformative projects. Mr. Schainker pointed out that the Staff Report outlines the Program itself, the project examined, and the risks involved in pursuing the Program. The Report also lists the steps that need to happen in a relatively short period of time, but the benefits are immense. He noted that the Iowa Economic Development Authority (IEDA) was intrigued with the idea of the City trying to accomplish putting an indoor Aquatic Center in the Downtown area. There are limited sites that are available for sale or re-development, but one property is owned by the Iowa Department of Transportation that is north of Lincoln Way directly across the street from the main DOT entrance (122 North Oak Avenue). This prospective indoor

aquatics center site has the advantage of being 1) available for sale, 2) large enough to accommodate an indoor aquatics facility and accessory parking, 3) currently zoned for government use that does not generate any property taxes, and 4) a favored site of the IEDA because of its close proximity and interconnection with Downtown. Mr. Schainker noted to help show the leverage the City was thinking of including the Downtown Plaza, and the Lincoln Way redevelopment project in the application.

City Manager Schainker pointed out that the risk involved with this arrangement is that should the actual rebated amount not be sufficient to cover the principal and interest payments for the bonds, property taxes would have to cover any shortfall. Therefore, it is important that very conservative estimates be made regarding the amount of new taxes that will be generated from the proposed redevelopment of Lincoln Way (the sole source of the new taxes for rebating) and that generous boundaries are considered when the Reinvestment District boundaries are drawn. This would allow capturing new sales and hotel/motel taxes from any other future retail development in the Reinvestment District in addition to the forthcoming Lincoln Way development. He noted that the pre-application is due in February 2021, and a decision will probably not be made until a year from now. Staff will need to move quickly in two months to submit the information needed for the pre-application to see if the City of Ames is still in the running; therefore, the City will need to hire three consultants. A consultant will need to be hired to help develop the concept along with the estimated cost for the Plaza, and it was suggested to work with Confluence out of Des Moines, Iowa. Another consultant, RDG Planning and Design, will need to be hired to work on the aquatic center concept. The last consultant would be Decision Innovative Solutions for the economic impact and feasibility analysis of the proposed elements of the project. Staff is recommending that the City Council waive its Purchasing Policy and allow staff to negotiate contracts with the three consultants. Mr. Schainker noted that funding has not been included in the budget and asked that the Council authorize that the funding comes out of the hotel/motel tax available balance. He is unsure of the amount, but projected about \$25,000 for each consultant. He noted that he will be asking the Council to make a motion to indicate to the DOT that the City would be interested in buying its site, at the appraised value, if the City is able to raise the private donations necessary. The AEDC has promised to help spearhead a drive for private donations.

Council Member Betcher stated that she had a concern from a citizen in the Oak to Riverside neighborhood about “project creep” going west of the property on Lincoln Way. Mr. Schainker explained that no boundaries have been established yet, and that will be a policy decision made by the Council that will need to be in the pre-application.

Mayor Haila opened public comment and closed it when no one asked to comment.

Mayor Haila indicated the compressed timeline may give the Council some hesitancy about getting public feedback for the project. The development is building on the input from all the public sessions during the Healthy Life Center and the aquatic center is just scaling down the original project. They have not known about the availability, but just found out about the deadline, which was set by the State. Mr. Schainker mentioned that this is not the way the City prefers to move forward, but

something that has to be done, and staff is now scrambling to get everything done in a short period of time. He is hopeful that the public is understanding and excited. They are trying to move forward to get the amenity that the public wants without having to raise taxes. Mr. Schainker commented that he was sure that there would be some people who were opposed to the Aquatic Center and asked why there was not a vote on it. However, the issuance of the bonds is subject to a reverse referendum whereby the submittal of a qualifying petition would force a bond election. City Manager Schainker pointed out that it doesn't take away from any of the local hotel/motel tax funding the City will receive. The City will capture the same amount, but this is funding that would normally go to the State that would be deferred to the City. Mayor Haila mentioned that the Staff Report explained that the last time this Program was offered in Iowa was almost six years ago, and there is no guarantee that the Program will continue next year; the Iowa Reinvestment District Program may not be offered again.

Moved by Corrieri, seconded by Junck, to approve Option 1, which is to pursue the Iowa Reinvestment District Program incentive by:

- a. Directing staff to prepare a pre-application including
 - the Lincoln Way redevelopment project
 - the Downtown Plaza east of City Hall
 - An indoor aquatics center on the Iowa Department of Transportation property
- b. Waiving the Purchasing Policy, allowing staff to select Confluence for the Plaza, RDG for the aquatics center, and Decision Innovative Solutions for the economic impact and feasibility analysis.
- c. Indicating to the Iowa Department of Transportation the City's willingness to purchase its property north of Lincoln Way at the appraised price subject to the Reinvestment District Program incentive being awarded to the City and private donations being secured in an amount sufficient to construct a new indoor aquatics center.

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

DOWNTOWN FACADE GRANT: City Planner Benjamin Campbell explained that the Facade Grant application was for 409 Douglas Avenue. The building is now vacant and contains a second story apartment. County records state that the building was constructed in 1902. The applicant is requesting to replace the sash windows on the second-story windows that fill the space as originally designed, add an awning, replace the kickplate below the plate glass display windows along with the windows themselves, and replace plywood fill next to the doors with glass. The applicant is requesting the maximum allowed amount of \$15,000 along with the \$1,000 for design fees.

Moved by Gartin, seconded by Martin, to adopt RESOLUTION NO. 20-644 approving the Downtown Facade Grant for 409 Douglas Avenue for an estimated cost up to \$15,000 for second-story windows, an awning, a kickplate, and storefront glass, plus \$1,000 in design fees.

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

SPECIAL REQUEST FOR URBAN REVITALIZATION TAX ABATEMENT IN 2021 FROM 311 ASH AVENUE (FARMHOUSE FRATERNITY): Planning and Housing Director Kelly Diekmann reminded the Council if they agreed to the special request, the Farmhouse Fraternity will formally apply in January 2021 for approval. The Farmhouse Fraternity is applying late so they will not be eligible for the previous year's tax abatement.

Council Member Betcher inquired if it was known how much the City would lose in taxes. Mr. Campbell stated the total eligible exemption amount would be \$85,487 and approximately \$27,552 would go to the State.

Mayor Haila opened public input.

Eugene Rodberg, 1715 Northwest Drive, Des Moines, representing the Farmhouse Fraternity, explained that the application is late as the Fraternity was not aware of the Urban Revitalization Tax Abatement during the building process. He appreciated the Council considering its request.

Moved by Betcher, seconded by Corrieri, to approve Alternative 1: to approve the request from the Farmhouse Fraternity to be allowed to apply for a tax exemption at a reduced exemption schedule as outlined in State law. The formal application would need to be submitted no later than February 1, 2021.

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

STAFF REPORT REGARDING OUTREACH RELATED TO SMALL LOTS AND INCREASING HOUSING TYPE DIVERSITY: Planning and Housing Director Diekmann explained that the City Council adopted a goal during its annual goal setting session to "Increase the stock of diverse housing types for a variety of income levels through zoning," including changes to minimum lot size. Staff presented a report to the Council regarding small lots and increasing the diversity of housing types on June 23, 2020. The report provided background regarding a range of housing issues and comparisons to other cities, but ultimately, the focus was how to support housing diversity in new developing areas, as the City grows. The Council showed interest in three options, which were: 1) Reducing minimum lot area; 2) Adding lot size variation for 20% of lots in a subdivision; and 3) Creating a Planned Unit Development (PUD) focused on small lots. Staff had met with developers in October 2020 to gauge interest and discuss concerns related to text amendments in support of small development in Ames. Allowing for smaller lots was desirable to all participants in order to add housing development flexibility. Director Diekmann explained that there was no strong preference for a particular direction from the developers, but based on staff's research and developer comments, staff believed that adding a Planned Unit Development as a new zoning tool was preferred.

Council Member Martin stated that only having five developers didn't seem like a lot and wanted to know if that was normal. Mr. Diekmann mentioned that this is normal for the Ames area as there are not a lot of developers in the community and regional developers would not take an interest.

Council Member Martin mentioned that the Staff Report mentioned this project is not to address infill problems. Director Diekmann explained that the PUD tool is something that will have to be described by the Council, and he wanted to point out that it is not meant to change densities that have already been established. The PUD will not set a new zoning district. It is important to get this on the books to allow for some greenfield sites to pursue this type of housing option. There is a lot more outreach necessary and conditions that would need to be addressed if the PUD tool was thought to be used for infill as opposed to the growth of the City.

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

Moved by Martin, seconded by Betcher to approve Option 1: to add a PUD Overlay Zone as a new zoning tool.

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

The Mayor recessed the meeting at 8:02 p.m. and reconvened at 8:07 p.m.

STAFF REPORT REGARDING CAMERAS IN CAMPUSTOWN: Assistant City Manager Brian Phillips stated that staff is asking the Council for some direction regarding cameras in Campustown. This has been a project that has been intermittently worked on and brought to the Council over the last eight to nine years, and the most recent situation was that the camera recordings were planned to be stored on Campus per an arrangement with ISU; however, in investigating the cost to install the system, the City would be charged some ongoing fees to do this. In consulting with the contractors, staff believed the City could store the cameras at a lower cost. The question is whether the Council is comfortable with the philosophy of storing the recordings, as this was an issue in previous discussions. Mr. Phillips noted that Acting Police Chief Geoff Huff had reached out to the ISU Student Government and the Campustown Action Association to gather their perspectives about the recordings being stored with the City instead of on Campus. Both organizations were still supportive of pursuing the camera project. Acting Police Chief Huff stated that one change that had happened for the project was the Welch Avenue reconstruction as it allowed the City to lay down fiber. He mentioned that both the Campustown Action Association and the ISU Student Government were supportive of the project in the past and when the change was explained to them, they were both still supportive.

Council Member Betcher stated that in the past some of the concern about the cameras was the aspect of surveillance and that the Police are always watching. She mentioned that is not true and the video would only be accessed when needed, but the Policy that was attached to the Staff Report is called "Policy 336, Public Safety Video Surveillance System," which makes it sound as if the Police Department will be watching all the time. Ms. Betcher wanted to know if it was possible to change the title so the City is not giving the impression that everyone is being watched 24/7, but just adding security cameras. Chief Huff explained that he would agree with Ms. Betcher's comment, and the title is something that can be easily changed. He explained that staff plans on putting up signage in the area letting the public know about the cameras.

Ex officio Member Whitlock mentioned that the cameras would create an opportunity for more students to feel safe when they are out and about in the area. She noted there are a lot of bars in the area and students may be out late at night. Ms. Whitlock explained that for her there are times when she is walking home and some of those parts of Campustown are not well lit and she would feel more comfortable knowing the cameras were there. Mayor Haila asked if this has been a topic of discussion among the Student Government. Ms. Whitlock stated a discussion has not happened as they have not met due to finals and the upcoming holidays.

Council Member Junck stated that the original conversation was a few years ago, and if the Council does move forward with the cameras, she thought it would be important to remind students about the previous conversations, and what is going to happen moving forward.

Council Member Gartin mentioned that one of the chief goals as a City Council Member is to protect the citizens. He pointed out that there are cameras all over Campus, but once someone crosses over to Lincoln Way there are not that many cameras available, and it is the Council's duty to protect the citizens.

Council Member Martin mentioned that he has some concerns about the timing of the project as he has been on the Council for three years and this is the first time he is hearing about it. He was concerned about the shift in focus from ISU holding the records to the Ames Police Department. Mr. Martin stated that he believed it is better for the City to hold the equipment and make a policy. He commented that this is a topic that a lot of cities have invested significant resources in community involvement, and to make sure that people agree that having the state manage this level of activity is something everyone is behind. Mr. Martin felt they should slow down the process a little bit to allow for specific policy questions to be answered.

Council Member Gartin stated that they have had cameras around City Hall for some time and it is 2020; there is an assumption that cameras will be up. He didn't feel the need for additional public input.

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

Council Member Martin stated it is about increasing confidence and knowing exactly what the Council is approving. He noted that the Council understands the topic is Campustown cameras, but the policy that is in the Staff Report mentions that cameras will be placed in strategic locations throughout the City. He is concerned as he is confident the Council knows they are only approving the Campustown area, but not sure everyone in the community understands that cameras would not be placed anywhere else without coming back to the Council for approval. Mr. Martin proposed taking a two-to four-week break to allow time for his questions to be answered as well as any public questions.

Council Member Gartin commented that when a Council member has these types of concerns, he would defer to the Council member, but wanted to know if there were any issues with timing. Acting

Police Chief Huff stated that the delay would affect the contractor, due to the change in the weather, as they were hoping to get it done before the weather got bad. He noted that a delay would move the project to the Spring, but it was not a huge problem. City Manager Steve Schainker stated that if this project is delayed, he hoped that all Council members would submit their questions to him so he can get them addressed as soon as possible, and maybe have this item back at the next meeting in December.

Mayor Haila asked *ex officio* Whitlock if students would have a problem with this project moving forward during break without any additional input. Ms. Whitlock stated she would recommend waiting until after the Student Government meets so they can relay the information. She pointed out that students will not be checking their emails while on break. Ms. Whitlock believed the next Student Government meeting would be on January 27, 2021.

Moved by Martin, seconded by Junck, to not take action on this item tonight and have staff bring it back once questions have been addressed by staff.

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

HEARING ON AMENDMENT TO THE ANNEXATION MORATORIUM AGREEMENT WITH THE CITY OF NEVADA: Mayor Haila opened public input.

John Hall, 304 Main Street, Ames, with the Ames Economic Development Commission and representing the Nevada Economic Development Council, stated he was available in case there were any questions. He pointed out that the City of Nevada Administrator Jordan Cook was also online if there were any questions.

Public input closed by the Mayor.

Moved by Corrieri, seconded by Betcher, to adopt RESOLUTION NO. 20-645 approving the Amendment of the Annexation Moratorium Agreement with the City of Nevada, 28E Agreement regarding the establishment of a division line between corporate boundaries.

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

REVISIONS TO SHORT-TERM RENTALS NECESSITATED BY A NEW STATE LAW THAT PROHIBITS LOCAL GOVERNMENTS FROM REGULATING SHORT-TERM RENTAL DIFFERENTLY FROM OTHER RESIDENTIAL USES: The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Martin, seconded by Gartin, to pass on first reading an ordinance amending Chapter 29 of the *Ames Municipal Code*.

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

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

Moved by Beatty-Hansen, seconded by Gartin, to pass on first reading an ordinance amending Chapter 13 (Rental) of the *Ames Municipal Code*.

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

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

Moved by Gartin, seconded by Beatty-Hansen, to pass on first reading an ordinance amending Chapter 35 (Guest Lodging) of the *Ames Municipal Code*.

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

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

Moved by Martin, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 20-646 repealing the fee for Guest Lodging Licensure.

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

HEARING ON 2019/20 TRAFFIC SIGNAL PROGRAM (LINCOLN WAY/BEACH AVENUE): The Mayor mentioned that it was brought to his attention that under 36a on the Agenda, the amount should be \$19,000 not \$20,000.

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 adopt RESOLUTION NO. 20-647 approving the reallocation of \$19,000 from the savings in the 2018/19 Signal Program to the 2019/20 Traffic Signal Program (Lincoln Way/Beach Avenue).

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 Martin, to adopt RESOLUTION NO. 20-648 approving the final plans and specifications and awarding a contract to Van Maanen Electric, Inc., of Newton, Iowa, in the amount of \$274,254.18.

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

HEARING ON INIS GROVE SIDEWALK PROJECT: Mayor Haila declared the public input open. It was closed when no one came forward.

Moved by Junck, seconded by Betcher, to adopt RESOLUTION NO. 20-649 approving the final plans and specifications and awarding a contract to Pillar Inc., of Huxley, Iowa, in the amount of \$157,199.11.

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

ORDINANCE AMENDING THE EAST UNIVERSITY IMPACTED URBAN REVITALIZATION AREA BOUNDARY BY ADDING 313 LYNN AVENUE AND ADDING AN EXPIRATION DATE OF APRIL 1, 2024:

Moved by Betcher, seconded by Junck, to pass on second reading an Ordinance Amending the East University Impacted Urban Revitalization Area Boundary by adding 313 Lynn Avenue and adding an expiration date of April 1, 2024.

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

ZONING TEXT AMENDMENTS REGARDING THE EXTENSION OF BUILDING FEATURES INTO REQUIRED SETBACKS:

Moved by Junck, seconded by Beatty-Hansen, to pass on second reading a Zoning Text Amendment regarding the extension of building features into required setbacks.

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

FACE-COVERING ORDINANCE EXTENDING THE SUNSET CLAUSE TO JUNE 30, 2021:

Moved by Junck, seconded by Betcher, to pass on second reading the Face-Covering Ordinance extending the sunset clause to June 30, 2021.

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

BUDGET ISSUES/GUIDELINES: Finance Director Duane Pitcher stated the budget looked a little different this year due to COVID. Staff's ability to make predictions on the budget was not as strong as it has been in the past. There has been an impact to the budget and that was reflected in the report. The budget for next year is a plan where hopefully the City will return to normal. The Local Options Sales Tax has done well, and Mr. Pitcher thought this was because the Iowa Department of Revenue began the collection of sales tax on internet transactions. Director Pitcher pointed out that this year the City will end up above budget along with some growth projected for next year. There is a balance available in the General Funds that can be used for one-time expenditures, but he would recommend maybe holding some of the balance, especially moving forward with any unknowns. The areas where decisions will need to be made tonight will be ASSET, COTA, and the Outside Funding Requests.

Council Member Gartin mentioned that there are a lot of unknowns and he is nervous about what the Federal Government might do. He wanted to know if there were any variables in the budgeting process that Finance Director Pitcher would be concerned about. Director Pitcher explained that he is a lot more confident than when he was last Spring when Final Amendments were presented. They didn't have any experience on the impact that COVID would have, obviously COVID could continue and affect the City further. He gave examples of parking and hotel/motel tax. He noted that retail sales came in a little better and the CARES Act Funding helped some of the areas that were cut back from the General Fund. The impact on utilities and road-use tax took a hit due to COVID, but that is bouncing back. Mr. Pitcher mentioned that because the City had reserves and acted quickly the City is in a decent position for 2020 and staff is predicting that in 2021 things will more or less get back to normal.

ASSET Human Services Funding: Assistant City Manager Schildroth pointed out that three ASSET volunteers and CyRide Director Barbara Neal were on line to help answer any questions. Ms.

Schildroth commented that ASSET looks at the priority categories that were given by the Council and what the funding has been for all the funders for the past five-six years. She mentioned that Central Iowa Community Services (CICS) withdrew as an ASSET funder effective July 1, 2020. CICS continues to fund services; however, funding is now accounted for separately from the ASSET process. For FY 2021/22, City ASSET funds requested by agencies total \$7,740,209, up \$215,359 or 14.12% over the current FY 2020/21 contracted services of \$1,524,850. Ms. Schildroth stated that in the contracted amount it does include the \$95,000 that had originally been allocated to MICA for the Dental Clinic. The services are being transitioned to Primary Health Care and they requested \$95,000 to assist with its Dental Clinic equipment expenditures for six operatories. A new agency to ASSET is Wings of Refuge. They provide housing and employment support to female victims of sex trafficking. Although Wings of Refuge has been approved to be in the ASSET process beginning in FY 2021/22, they decided not to request funds at this time. Ms. Schildroth went over a few highlights of ASSET agency requests that included Ames Community Preschool Center, Bridge Home/formerly known as Emergency Residence Project, Good Neighbor, HIRTA, Primary Health Care, Wings of Refuge, and the YWCA.

Ms. Schildroth explained that HIRTA provides transportation to City residents in-town and areas outside of Ames. Historically the allocation from the City has been between \$38,000 - \$40,000 annually. HIRTA received clarification last summer that the Federal Transit Funds (FTA) could no longer be used to supplement rides provided within City limits since the City's transit system, CyRide, also receives FTA funds. Due to HIRTA not being able to subsidize their funds using FTA they are requesting \$130,000 from the City, which is a 225% increase over the current year allocation of \$40,993. CyRide has contracted with HIRTA for over ten years to provide the Dial-A-Ride paratransit service. In reviewing the FY 2021/22 ASSET budget submitted by HIRTA, cost comparisons were made with the Dial-A-Ride contract as many of the riders on HIRTA's general transportation service could qualify for Dial-A-Ride. Ms. Schildroth commented that within the last three to four years HIRTA has lost a significant amount of Medicaid funding due to changes in Medicaid. She commented that her concern with the HIRTA increase to \$130,000 that it is quickly approaching the amount of the Dial-A-Ride contract which is budgeted to be \$175,000 in FY 2021/22. HIRTA charges per ride are similar, but the Dial-A-Ride contract with HIRTA allows CyRide to access federal funds that offset the cost of the ride by 80%. It is also cheaper for the rider to utilize Dial-A-Ride. HIRTA charges \$2.50 per ride and Dial-A-Ride only charges \$2.00. Ms. Schildroth mentioned that she felt it was important to match a rider with the most appropriate ride, and that is something the mobility coordinator through HIRTA is supposed to be working on, but they are not seeing a lot of movement recently. CyRide Director Barb Neal explained that the cost to operate Dial-A-Ride is high compared to fixed routes, and that is why they have it contracted out. She felt that it is important to avoid duplication of services and making sure the City's investment in transportation is maximized.

Council Member Gartin asked if staff was making any recommendations regarding HIRTA and Dial-A-Ride. Ms. Schildroth stated that they do not have any specific recommendations, but any suggestions that would help guide the volunteers when they meet for the allocation process in January would be appreciated. She noted that staff had already alerted the City volunteers to this

situation and if they wanted to continue to potentially compete against themselves with transportation, but given the duplication and the rising cost the City needs to approach this topic carefully. They want to match a rider with the best ride that will best meet their needs.

Mayor Haila wanted to know what the ramifications would be for HIRTA and the residents if the Council decided to not make up the difference. Ms. Schildroth stated that what is happening this year is that HIRTA drew down its entire allocation as of October 2020. HIRTA had gone to the Board of Supervisors asking to use the funds that the County had to continue providing rides to Ames residents. She noted that she sees the invoices when they come through and she recognizes names that could be on Dial-A-Ride. It was recommended that between now and the allocation process in January to talk to HIRTA about why they are not moving people over to Dial-A-Ride when people do qualify. She pointed out that it is only a matter of completing a simple application. It was explained that the clients will not see any difference between HIRTA and Dial-A-Ride as a HIRTA bus is going to pick them up regardless if it was HIRTA or a Dial-A-Ride.

Ms. Neal mentioned that a lot of the people that HIRTA is transporting could move to Dial-A-Ride services. She noted that the riders aren't aware that they should switch to Dial-A-Ride as it is the same bus and might not understand the difference. She felt that HIRTA should be filling in the gaps for what Dial-A-Ride can't provide. Ms. Neal stated they have room on Dial-A-Ride and the answer is to try and shift as many people to Dial-A-Ride and then see what gaps there are. She doesn't think there is a strong interest by HIRTA to do that right now. Ms. Neal has asked them to, but they are not doing it.

Council Member Corrieri stated that she agrees with Ms. Neal as she doesn't think it is the Council's job to look for ways to supplement HIRTA's income that they are losing. When thinking about ASSET duplication of services that is incredibly important, especially if they want it to be sustainable. Ms. Corrieri commented that they should be looking to HIRTA to fill the gaps and not just duplicating what the City's own services can already provide. She thought that if the City is able to work with a lot of the agencies that are serving the people of Ames in other ways, they could get them to move to Dial-A-Ride and not have to rely on HIRTA.

Mayor Haila stated that the big issue is the HIRTA needs to understand that the City doesn't have the financial reserves or the ability to fund something that they could potentially help by moving people to Dial-A-Ride. The concern would be if HIRTA started denying people rides due to insufficient funds when there is funding available, but just through a different program. Ms. Corrieri agreed and felt this is where reaching out to some of the agencies would be helpful, and thought that some of the problem will take care of itself. Ms. Corrieri would recommend a 5% increase in funding and felt it will sort itself out when it gets to that point.

Council Member Gartin stated it seems easy to say not to duplicate services, but pulling the funds from HIRTA will that jeopardize any other services that citizens are relying on. Director Neal stated CyRide budgets \$175,000 a year for Dial-A-Ride services and that amount is not fully used. She mentioned that about four years ago CyRide carried about 14,000 people on Dial-A-Ride services

through HIRTA, but it is currently down to 7,200. The Dial-A-Ride service is continually dropping in numbers. They do not actively go out and solicit people for Dial-A-Ride, but CyRide would be willing to partner with HIRTA to get people on the right service. Ms. Neal pointed out that she is not saying that HIRTA does not deserve some funding from ASSET, but not sure if that large of an increase is going to take away from CyRide's abilities. She is sure there is a threshold, but she is not sure what that would be. Ms. Schildroth wanted to point out that federal funding looks at rides and ridership and whether HIRTA is providing the rides on its regular funding or by Dial-A-Ride, they get to count rides both ways. She had talked to a few of the agencies that have used HIRTA for transportation and a couple agencies mentioned that their clients were not riding as much as the agency itself had bought its own vehicle or van and are doing the transportation themselves. Ms. Corrieri explained that when Medicaid changed the transportation funding a lot of agencies purchased their own vehicles as it was not cost effective anymore.

Council Member Martin stated that it seems they are worried about sustaining HIRTA by allowing them to miscategorize the use of its equipment. The Council is worried about the good things that HIRTA provides, but is worried about the duplication of Dial-A-Ride. He noted that it all seems very convoluted and it is a bad approach. Mr. Martin wanted to know if they could include a condition in the ASSET contract with HIRTA that the funding can only be used for rides that can't be provided by Dial-A-Ride. Ms. Schildroth mentioned that they had discussed this before and that is a question that would need to be addressed with the Legal Department. Mr. Martin stated it would solve part of the problem.

Moved by Corrieri, seconded by Betcher, to increase the allocation to ASSET by 5%.
Vote on Motion: 6-0. Motion declared carried unanimously.

Andrea Rich, ASSET volunteer, stated that the requests are higher this year than it has ever been before, and the decisions are getting harder to make. She wanted to have some guidance from the Council as to how ASSET should proceed during its budget allocation meetings. Mayor Haila stated that is a good question and it probably goes back to getting the community needs assessment done, which would give the Council direction.

Council Member Corrieri stated that she has sat on ASSET before and the ASSET volunteers should be empowered to make decisions. They are the ones who review the data closely and meet with the individual agencies. She mentioned that if the ASSET volunteers agree that one service has a higher priority than another, then they should look at whether an increase is warranted based on the outcomes it is seeing. Council Member Betcher stated that the ASSET volunteers are in the best position to know when something should be said to the agencies about the funding being a little short of any request. Council Member Corrieri stated that there is still a significant amount of money that is able to be had from the government. There was a lot of help available to the non-profit agencies.

Mayor Haila mentioned that he has discussed with Jean Kresse, United Way, about reaching out to nonprofits to give them a heads-up that funding is down. Ms. Schildroth commented that any way they can bring that message forward would be helpful. She mentioned that the Community Needs

Assessment is still in process and hoping to have the data sometime next year and would be available for FY 2022/23.

There was a discussion about the viability of the City continuing to provide ASSET funds and it was mentioned that in order to make any changes to the Policy there would need to be in-depth conversations had within the City and also with other joint funders. Mayor Haila explained that this would be a discussion with United Way, Story County Board of Supervisors, and ISU Student Government.

Commission on the Arts: Assistant City Manager Brian Phillips stated that the Commission on the Arts (COTA) allocation for FY 2020/21 was \$183,898. This was an 8.9% increase compared to the allocation for FY 2019/20. For FY 2021/22, COTA organizations have requested funding in the amount of \$218,175 (excluding special spring and fall grants). This is an 18.6% (\$34,277) increase from the FY 2020/21 appropriation. Mr. Phillips stated COTA is looking for a “pot of money” that the COTA commissioners can use to make recommendations for the annual grants. The commissioners will also take a portion of that funding and set it aside for the spring and fall special grants.

The Mayor stated the City had a well-attended and well-presented Arts Workshop. He wanted to know if the funding would come from COTA if the Council was interested in funding some of the initiatives that were presented at the Workshop. Mr. Phillips explained it would not as he would consider those a special activity.

Council Member Betcher mentioned she is not sure how much money the City of Ames is putting into the Arts as funding is scattered throughout the budget. City Manager Steve Schainker explained that the Finance Director, Duane Pitcher is working on a report to show what the City of Ames is putting into Arts and what other cities are doing. Mr. Pitcher stated that he has pulled some of the data together. Funds are driven by whether a city has a facility and also what is considered Art. Ms. Betcher commented that she asked about getting the report because having a baseline for where the City is now will give a bigger picture as to how much the City is adding to the amount.

Council Member Gartin stated the amount is \$34,000. Ms. Betcher stated that \$34,000 in the grand scheme of things is not that much, but wants to know where the City stands. Council Member Corrieri asked why the Council couldn't make a motion to increase the allocation by 5% as there is nothing stopping the Council from increasing that amount during budget time to allocate more, if needed.

Moved by Corrieri, seconded by Martin, to increase the allocation to COTA by 5%.

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

Council Member Martin stated that along the lines of responding to community input, it was observed in the Staff Report that some programmable one-time funding is available. He noted that

he would like to get proposals from staff on how to put together a pool of money and brainstorm what may be useful to the community. Mr. Schainker mentioned that he will come back to the Council with a “pot of money” for the Council to appropriate for a one-time grant use in addition to the 5% increase that was just passed.

Moved by Martin, seconded by Corrieri, to have staff come up with additional funding for a one-time grant that is in addition to the 5% increase in COTA funds.

Council Member Gartin stated he is fully supportive of the motion, but what the Council has heard from the input falls into increasing the annual amount and one-time projects, as he believes both are needed.

Council Member Betcher asked for clarification on how this one-time grant money is different from the grant program the Council approved last year. Mr. Phillips stated that the Public Arts Commission (PAC) is working on that initiative and the concept it is currently pursuing is a partnership with the Octagon Center for the Arts to use the funding to complete some renovations that would then provide studio space for artists. Ms. Betcher stated that is not what the Council had approved the funding for.

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

Council Member Betcher stated that what was approved for the Public Art Commission (PAC) was a concept for small grants to be given to various organizations and it sounds like the funds are being used for Capital Improvements instead of a piece of art that would contribute to the community. Mr. Phillips mentioned that he had indicated to the Public Art Commission that ultimately whatever they recommend needs to come back to the Council for consideration. He believed the Public Arts Commission’s view is that the renovations would provide space for individual artists and would be appropriate. He pointed out that there were very few parameters given with the Program.

Moved by Betcher, seconded by Junck, to have Assistant City Manager Brian Phillips come back with what the Public Arts Commission is doing with the Small Grant Program.

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

Outside Funding requests: Mr. Phillips stated that the City Council has exempted the Ames Economic Development Commission’s business development partnership, the Ames/ISU Sustainability Coordinator, and the Ames Human Relations Commission from the process, since its activities are conducted in an official capacity on behalf of the City government. Funds for these programs come from two sources. The Hotel/Motel Tax Fund supports the workforce development activities undertaken by the Ames Economic Development Commission. Requests from other outside organizations are supported with funds from the Local Option Sales Tax Fund. The portion of the requests that would be financed from the Local Option Sales Tax Fund totaled \$231,251 for FY 2021/22, which is a 9.5% increase over the amount budgeted in the current year from the Local Option funds (\$211,112).

Council Member Gartin commented that it is important that the City continues to show a commitment to maintaining the Hunziker Youth Sports Complex as it brings a lot of activity to the community. He felt that Hunziker Youth Sports Complex's request for a \$45,000 allocation this year does not seem like a crazy amount to him.

City Manager Schainker mentioned that a change for the Ames Main Street Farmers' Market was because they missed the deadline for the financing through the grant program through the Ames Convention and Visitors Bureau, which is the proper source of funding. The Ames Main Street Farmers' Market is coming to the Council asking for funding. Mr. Schainker commented that if the Council agreed to a 6% increase in allocation to Outside Funding it would cover everything except the Farmers' Market. Council Member Gartin wanted to know how much of an increase would cover everything that is being requested including the Farmers' Market. It was noted the increase would need to be 9.5%. Council Member Betcher stated she had some difficulty with the Farmers' Market request primarily because they have used the Community Grant Funds before, so she is not sure why the Farmers' Market missed the deadline. She felt that if it was just improvements then the Council should have them apply next year. Mr. Phillips stated the Farmers' Market is proposing to support musical entertainment, a petting zoo, cooking contest, pony rides, and other market expenses.

Moved by Gartin, seconded by Corrieri, to approve a 9.5% increase for Outside Funding.
Vote on Motion: 5-1. Voting Aye: Beatty-Hansen, Corrieri, Gartin, Junck, Martin. Voting Nay: Betcher. Motion declared carried.

Director Pitcher explained that is all for decisions, but there are minutes and other items attached to the Staff Report. He noted that one of the items was from the Ames Convention and Visitors Bureau. Mr. Schainker explained that no action was needed to be taken on those items at this time and will move forward with those requests during Budget Wrap-Up.

Council Member Martin mentioned that he understood that there was some background information on the Lincoln Way Median Project that may be useful for the Council and wanted to know if that could be sent to the Council. Mr. Phillips stated that there is a previous Lincoln Way Median Study that was done about eight years ago with ISU and he will send it out to the Council.

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila mentioned there are only two items on Dispositions and the first one was a memo from Kelly Diekmann, Planning and Housing Director in response to the request from Jerry Nelson for consideration of eliminating parking requirements for small residential developments in Downtown. Mr. Schainker recommended placing the request on a future agenda to discuss.

Moved by Junck, seconded by Beatty-Hansen to place the memo from Director Diekmann on a future agenda to discuss Jerry Nelson's request for consideration of eliminating parking requirements for small residential developments in Downtown.

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

The second item was a letter from the Ames Climate Action Team giving input for the Climate Action Plan Request for Proposals that was discussed during Item No. 27 on the Agenda, and per Mr. Schainker no action is required.

COUNCIL COMMENTS: Moved by Betcher, seconded by Junck, to update the 2005 report considering continuing the viability of maintaining the City Assessor.

Council Member Gartin wanted to know what the purpose would be in getting an updated report. Ms. Betcher mentioned that the 15-year old data doesn't tell the Council if it is fiscally responsible for the City in 2020 to continue having a City Assessor since there is now a County Assessor. She pointed out that there are only seven or nine cities that have both and it also seemed like a good time since the City Assessor is retiring.

Council Member Gartin stated he has no interest in losing the City Assessor and cede that position to the County. He felt there is a great value in having the accountability of a City Assessor.

Council Member Martin asked how much staff time it would take to refresh the study. City Manager Schainker explained that it would be substantial, and staff could do it, but it wouldn't be until February as they have the Reinvestment Program and Budget to finalize. He mentioned that the City is going to have to sit down with the County Assessor, who is going to have to explain his plans and operating costs. Mr. Schainker stated he is not saying they can't get the information, but is asking for more time to obtain the needed information.

Vote on Motion: 4-2. Voting Aye: Beatty-Hansen, Betcher, Junck, Martin. Voting Nay: Corrieri, Gartin. Motion declared carried.

There was a discussion about if the Examining Board should proceed with looking for a City Assessor. Council Member Corrieri stated that the Council is still interested in moving forward with continuing to hire a City Assessor.

ADJOURNMENT: Moved by Junck to adjourn the meeting at 10:26 p.m.

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor

Diane R. Voss, City Clerk



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input checked="" type="checkbox"/>	1 st – 15 th
	<input type="checkbox"/>	16 th – End of Month
Month & Year:	December 2020	
For City Council Date:	December 22, 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)
Water & Pollution Control	Well Rehabilitation Project	1	\$82,987.56	Northway Corp.	\$0.00	\$6,870.50	J. Dunn	MA
Water & Pollution Control	Well Rehabilitation Project	2	\$82,987.56	Northway Corp.	\$6,870.50	\$525.00	J. Dunn	MA
Public Works	2019-20 Shared Use Path System Expansion - Vet Med Trail	2	\$282,715.05	Howrey Construction Inc.	\$9,475.00	\$-(13,348.35)	J. Joiner	MA
Water & Pollution Control	Water Treatment Plant Maintenance & Storage Building	2	\$152,800.00	Happe Commercial, LLC	\$1,026.00	\$1,812.00	J.Dunn	MA
Public Works	ISU Research Park Phase IV (Road and Utility Improvement Project)	2	\$2,823,757.81	Con-Struct Inc.	\$24,609.47	\$14,352.05	B. Phillips	MA
			\$		\$	\$		

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

AMES, IOWA

DECEMBER 17, 2020

The Regular Meeting of the Ames Civil Service Commission was called to order by Chairman Mike Crum at 8:15 a.m. on December 17, 2020. As it was impractical for the Commission members to attend in person, Commission Chairman Mike Crum and Commission Members Kim Linduska and Harold Pike were brought in telephonically.

APPROVAL OF MINUTES OF NOVEMBER 19, 2020: Moved by Pike, seconded by Linduska, to approve the Minutes of the November 19, 2020, Regular Civil Service Commission meeting. Vote on Motion: 3-0. Motion declared carried unanimously.

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

<u>Transit Chief Safety Officer:</u>	Kevin Gries	83
	Kierra Horton	81
<u>Police Officer:</u>	Cody McClarnon	84*
	Raquel Holt	76
	Cole Tweten	71
	*Includes preference points	
<u>Utility Accounts Technician:</u>	Mackenzie Boileau	79
	Kari Vitzthum	75

Vote on Motion: 3-0. Motion declared carried unanimously.

COMMENTS: Commission Member Pike noted that there are two types of certified lists: entry-level and promotional. He asked to know what makes certain positions promotional and who can apply. Human Resources Director Bethany Jorgenson explained that in order to be eligible to apply for a promotional position, an employee must currently work in another Civil Service position on the promotional track. Employees who qualify for a promotional position may choose to laterally transfer, voluntary demote, or apply to be promoted. In all of those situations, the employee shall hold full Civil Service rights in the position. To be considered promotional, service in a lower level of the promotional track must reasonably be expected to result in the acquisition of the knowledge, skill, and ability necessary to meet the minimum qualifications of the higher level promotional job class. Entry-level positions are open recruitments; anyone may apply and compete for the position.

Director Jorgenson informed the Commission that the Human Resources recruiters are seeing far fewer applications for positions; therefore, it is possible that the lists of eligible candidates will be shorter and there may be a need to certify more lists. Although they are not certain why fewer people are applying, it appears that the majority of those who apply are well-qualified.

The next Regular Meeting of the Ames Civil Service Commission is scheduled for January 28, 2021, at 8:15 a.m.

ADJOURNMENT: The meeting adjourned at 8:16 a.m.

Michael R. Crum, Chairman

Diane R. Voss, City Clerk



MEMO

Item No. 5

To: Mayor Haila and Ames City Council Members

From: Amber Corrieri and Bronwyn Beatty-Hansen
City Manager/City Attorney Review Committee

Date: December 18, 2020

Subject: Temporary Waiver of Residency Requirement For Mark Lambert

On October 26, 2017, the Ames City Council offered Mark Lambert the position of City Attorney to be effective on November 1, 2017. At the time, one of the conditions was that Mark reside within the city limits. He was provided with two years from the date of hire to fulfill this requirement.

The Review Committee has been notified that Mark plans to retire from his position within the next three years. While we continue to support a residency requirement for the City Attorney, given the short timeframe, it doesn't seem appropriate to require Mark to move into the City only for him to relocate in a relatively short period of time when he retires. Therefore, with the understanding that the City Council is not establishing a precedent for future City Attorneys, it is the recommendation of the Review Committee that the City Council temporarily waive the residency requirement for Mark for up to the next three years until he retires.

Thank you,

Amber Corrieri & Bronwyn Beatty-Hansen

COUNCIL ACTION FORM

SUBJECT: CERTIFICATION OF LOCAL GOVERNMENT APPROVAL ON BEHALF OF LOCAL NONPROFIT ORGANIZATIONS RECEIVING EMERGENCY SHELTER GRANT (ESG) FUNDS THROUGH THE STATE CARES ACT

BACKGROUND:

Two local non-profit agencies, The Bridge (formerly the Emergency Residence Project-ERP) and the Assault Care Center Extending Shelter and Support (ACCESS) were awarded Federal Emergency Shelter Grant (ESG) funding through the State Iowa's CARES (COVID-19) allocation. **In order to receive this funding, they must request a certification from the local government, that the program funds are consistent with goals and priorities outlined in the City's most current CDBG Five-Year Consolidated Plan (2019-2023), for addressing the needs of homeless and low-income households.**

Additionally, the "Certification of Local Government Approval" signifies that the City understands and agrees to allow these non-profit agencies to receive federal funds directly through the State of Iowa's Iowa Finance Authority (IFA). Also, these certifications confirm that the City approves of IFA to administer these grant funds on behalf of the non-profit organizations. For the calendar year beginning January 1, 2021, The Bridge will be receiving \$200,000 for Ames and Story County and ACCESS will be receiving \$77,000 from the City of Ames.

In order to facilitate these agencies' receipt of these shelter grants, the Mayor is being asked to sign the attached "Certification of Local Government Approval" for both The Bridge and ACCESS.

ALTERNATIVES:

1. The City Council can authorize the Mayor to sign the Certifications of Local Government Approval for The Bridge and for ACCESS in order to receive their State of Iowa ESG grant funding.
2. The City Council can choose to not authorize the Mayor to sign the Certifications of Local Government Approval for The Bridge and for ACCESS in order to receive their State of Iowa ESG grant funding.

MANAGER'S RECOMMENDED ACTION:

Receiving ESG (CARES) grant funds administered through the Iowa Finance Authority is very important in helping these agencies provide much needed services for the homeless, and victims fleeing domestic violence in Ames and Story County. Staff believes that both of these programs are consistent with the City's Consolidated Plan. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1.



CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

**FOR NONPROFIT ORGANIZATIONS RECEIVING IOWA STATEWIDE
EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FOR SHELTER**

ESG Nonprofit Recipient:	The Bridge Home
ESG Shelter Project:	Ames/Story County.
Unit of General Purpose Local Government for the geographic area served (city or county):	City of Ames, Iowa
Project Description (2-3 sentences):	The Bridge Home provides emergency shelter in single site shelter and motel vouchering. ERP also provides transitional housing, rapid re-housing and homeless prevention assistance.

I certify that I am duly authorized to act on behalf of the unit of general purpose local government named above, and that I hereby approve* of this project.

By: _____
Signature Date

Printed Name and Title of Signatory of Local Official

* This approval is made to carry out 24 CFR Part 576.202(a), which states the following:
 "...The recipient must sub-grant the remaining funds in its fiscal year grant to:
 (1) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or
 (2) Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out."

Iowa Statewide ESG Policy: This certification is required at the earlier of: 1) at least once every two years; or 2) when a new contract is received, and the administration has changed for the applicable unit of general purpose local government.



CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

FOR NONPROFIT ORGANIZATIONS RECEIVING IOWA STATEWIDE EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FOR SHELTER

ESG Nonprofit Recipient:	ACCESS- Assault Care Center Extending Shelter and Support
ESG Shelter Project:	ACCESS Shelter/Emergency Housing Program
Unit of General Purpose Local Government for the geographic area served (city or county):	City of Ames, Iowa
Project Description (2-3 sentences):	ACCESS provides emergency shelter through a scattered site model within the City of Ames. Additionally, ACCESS compliments shelter with Rapid-Rehousing, homeless prevention, housing advocacy, and essential community based support services.

I certify that I am duly authorized to act on behalf of the unit of general purpose local government named above, and that I hereby approve* of this project.

By: _____
Signature Date

Printed Name and Title of Signatory Local Official

* This approval is made to carry out 24 CFR Part 576.202(a), which states the following:

“... The recipient must subgrant the remaining funds in its fiscal year grant to:

- (1) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or
- (2) Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out.”

Iowa Statewide ESG Policy: This certification is required at the earlier of: 1) at least once every two years; or 2) when a new contract is received, and the administration has changed for the applicable unit of general purpose local government.

Applicant License Application ()

Name of Applicant: <u>Northside Seafood LLC</u>		
Name of Business (DBA): <u>North Grand Seafood</u>		
Address of Premises: <u>823 Wheeler St. Suite 1</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business <u>(515) 663-8888</u>		
Mailing <u>823 Wheeler St. Suite 1</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name <u>Yan Chen</u>	
Phone: <u>(515) 227-9988</u>	Email <u>yanc326@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 01/08/2021

Expiration Date: 01/01/1900

Privileges:

Class B Native Wine Permit

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

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

Ownership

Yan Chen

First Name: Yan **Last Name:** Chen
City: Ames **State:** Iowa **Zip:** 50014
Position: owner
% of Ownership: 35.00% **U.S. Citizen:** Yes

Jian Chen

First Name: Jian **Last Name:** Chen
City: Ames **State:** Iowa **Zip:** 50010
Position: Owner
% of Ownership: 30.00% **U.S. Citizen:** No

feng chen

First Name: feng **Last Name:** chen
City: ames **State:** Iowa **Zip:** 50010

Position: owner

% of Ownership: 35.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company:	<u>Travelers Casualty Insurance Company of America</u>
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



MEMO

Item No. 8

To: Mayor John Haila and Ames City Council Members
From: Lieutenant Tom Shelton, Ames Police Department
Date: December 9, 2020
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for December 22, 2020 includes beer permits and liquor license renewals for:

- **Chipotle Mexican Grill** (435 S Duff) Class C Liquor License, Outdoor Service & Sunday Sales
- **Fuji Japanese Steakhouse** (1614 S Kellogg Ave) Class C Liquor License with Sunday Sales

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.

Staff Report

FY 2020-21 Mid-Year Sustainability Report

December 22, 2020

This report provides a mid-year update of the FY2020-21 activities and accomplishments related to the Sustainability Advisory Services contract between the City of Ames and Iowa State University.

BACKGROUND:

On July 1, 2010, the City entered into a contract with Iowa State University to utilize the services of its full-time Director of Sustainability. The contract covers a maximum of 480 hours annually (or no more than 25 percent of the Director of Sustainability's time). The Initial Scope of Services focused on the reduction of electric consumption. As additional opportunities and needs have been identified related to sustainability, the Scope of Services has expanded and diversified. During FY 2020-21, in keeping with the Council's direction, the Scope of Services targets the following priority areas related to energy consumption reduction, as well as adding waste reduction and diversion:

- 1) Continue to work with Public Works Department and Water and Pollution Control Department on reuse and diversion programs related to the waste stream, including – but not limited to – the exploration of a composting and food waste program.

- 2) Continue to support and strengthen the Smart Business Challenge through outreach and recruitment of participants, oversight of Challenge interns, and marketing of outcomes and accomplishments of Challenge participants.

- 3) Continue to represent the City at events that educate residents about ongoing City sustainability efforts, rebates, and waste reduction opportunities including – but not limited to – the EcoFair and WelcomeFest.

- 4) Coordinate the new Rummage RAMPage at the Ames Intermodal Facility in partnership with the Resource Recovery Plant, Public Relations, CyRide, and Iowa State University, to address concerns that usable housewares and furniture are being needlessly discarded and hard-to-process materials are being sent to the Resource Recovery Plant.

5) Serve as a City contact with consultants to complete a Greenhouse Gas (GHG) Inventory and assist in the completion and presentation of the GHG Inventory to the City Council. Play a key role in selecting consultants for a Climate Action Plan. Help lead the committee of City employees in collaboration with the selected consultant to complete and present the Climate Action Plan to the City Council.

PROGRESS ON SCOPE OF SERVICES:

1. ***Continue to work with Public Works Department and Water and Pollution Control Department on reuse and diversion programs related to the waste stream, including – but not limited to – the exploration of a composting and food waste program.***

Mid-Year FY2020-21 accomplishments include the following for Priority Area #1:

- Monitor progress and collect feedback from participants in the City of Ames FWD (Food Waste Diversion) pilot program. To date over 150 compost starter kits have been sold, with most participants choosing to use their own buckets and not purchasing a starter kit. More than 13 tons of food waste have been collected since the program's beginning – with over half (8 tons) collected in the last six months.
- With increased awareness of the beneficial impact of diverting food waste from the Resource Recovery System, increased participation in diverting of fall produce (pumpkins, gourds, squash, etc.) has occurred. During fall 2020, 8.5 tons were collected. This is in addition to the pounds collected through FWD (and PR for this initiative).

Collaboration partners: Public Works – Bill Schmitt, Mark Peebler and Lorrie Hanson and Public Relations Officer – Susan Gwiasda; also Parks & Recreation has assisted by selling kits at the Community Center Gym.

2. ***Continue to support and strengthen the Smart Business Challenge through outreach and recruitment of participants, oversight of Challenge interns, and marketing of outcomes and accomplishments of Challenge participants.***

Mid-year FY2020-21 accomplishments include the following for Priority Area #2:

- Recruitment and hiring of one new Smart Business Challenge Intern for 2020-2021, Edgar Guillen.
- Continue recruitment of additional businesses to the Smart Business

Challenge. To date, with the addition of four new businesses this fall, 36 businesses are participating in the Challenge. New businesses joining include Danfoss; Hastings, Gartin, Boettger, LLP; Lockwood Café; and The Salon. Current certifications in the Challenge include three bronze, nine silver, four gold and 11 platinum – an addition of two new certifications, +39 and KHOI, both silver.

- Began recertification process for businesses being certified for at least three years. Two businesses completed recertification, McFarland Clinic and Morning Bell Coffee Roasters – both recertifying at the platinum level.
- Annual Smart Business Challenge Recognition Event is scheduled for Thursday, January 21, from 11:30 a.m. to 1 p.m. This year's event will be held virtually with lunches delivered to businesses and attendees joining the event via Zoom connection. No newly certified platinum business is being recognized at this year's event. Catering will be offered by one of the Challenge's platinum-certified businesses, Wheatsfield Cooperative. Ms. Robin Bostrom, Business Specialist with the Iowa Economic Development Authority's Iowa Downtown Resource Center and Main Street Iowa Program, will be this year's keynote speaker.

Collaboration partners: Electric Services – Don Kom and Kayley Lain; Public Works – Bill Schmitt, Mark Peebler and Lorrie Hanson; Water & Pollution Control – John Dunn; The Energy Group; The Iowa Department of Natural Resources' Iowa Waste Exchange Program; Volunteer Center of Story County, and Public Relations Officer – Susan Gwiasda

3. Continue to represent the City at events that educate residents about ongoing City sustainability efforts, rebates, and waste reduction opportunities including – but not limited to – the EcoFair and WelcomeFest.

Mid-year FY2020-21 accomplishments include the following for Priority Area #3:

- Participated in the Iowa State University WelcomeFest in August.
- Continue a monthly radio program on KHOI focused on community sustainability accomplishments, initiatives, and opportunities.
- Continue sharing of City of Ames sustainability efforts as part of speaking engagements.
- Continue sharing of City of Ames and Ames community volunteer opportunities and sustainability events via Live Green! Monthly newsletter, Live Green! social media platforms and targeted emails.

- Connect with KHOI to begin planning for an on-air Sustainable Ames/Earth Month celebration program, in consideration of the success and positive feedback from last year's Fresh Air EcoFair event. Date is tentatively scheduled for April 24.

4. Coordinate the new Rummage RAMPage at the Ames Intermodal Facility in partnership with the Resource Recovery Plant, Public Relations, CyRide, and Iowa State University, to address concerns that usable housewares and furniture are being needlessly discarded and hard-to-process materials are being sent to the Resource Recovery Plant.

Mid-year FY2020-21 accomplishments include the following for Priority Area #4:

- Due to COVID-19 considerations and precautions, the fifth annual Rummage Rampage event was cancelled.
- Work with City of Ames staff, throughout summer and fall months, to promote donation resources and outlets and field questions related to alternative diversion opportunities for beneficial use of non-beneficial items for the Resource Recovery System.
- Began planning for the 2021 Rummage Rampage Event. The fifth annual (redux) event is scheduled for July 30 – August 7.

Collaboration partners: Iowa State University Parking Services, Volunteer Center of Story County, Iowa Department of Natural Resources, Story County Conservation, Iowa Wildlife Center, Resource Recovery Plant, Ames Police, Ames Electric Services, Ames Animal Shelter, Ames Parks & Recreation, Ames Water & Pollution Control, Ames Public Works, Public Relations Office, and community non-profit organizations and volunteers

5. Serve as a City contact with consultants to complete a Greenhouse Gas (GHG) Inventory and assist in the completion and presentation of the GHG Inventory to the City Council. Play a key role in selecting consultants for a Climate Action Plan. Help lead the committee of City employees in collaboration with the selected consultant to complete and present the Climate Action Plan to the City Council.

Mid-year FY2020-21 accomplishments include the following for Priority Area #5:

- Collaborated with City staff and consultant PaleBLUEDot to complete a community GHG inventory and three reports:

- City of Ames Community Greenhouse Gas Inventory
- City of Ames Climate Vulnerability Assessment
- City of Ames Citywide Solar PV Energy Potentials Study
- Completed Council presentation of inventory process, results and forecasting, in collaboration with City staff and consultant PaleBLUEDot.
- Completed Climate Action Goal Setting and Plan RFP. The RFP received City Council approval on Dec. 8, 2020 and is scheduled for issue early January. The proposals are scheduled for review in February 2021, and award approval requested is anticipated at the March 23, 2021 City Council meeting.

Collaboration partners: Electric Services – Kayley Lain; Public Works – Bill Schmitt; Planning Services – Kelly Diekmann; Water & Pollution Control – Dustin Albrecht; City Manager’s Office – Deb Schildroth and Susan Gwiasda; Purchasing – Karen Server

RESOLUTION NO. _____

**RESOLUTION APPROVING AND ADOPTING
SUPPLEMENT NO. 2021-1 TO THE AMES MUNICIPAL CODE**

BE IT RESOLVED, by the City Council for the City of Ames, Iowa, that in accordance with the provisions of Section 380.8 Code of Iowa, a compilation of ordinances and amendments enacted subsequent to the adoption of the Ames Municipal Code shall be and the same is hereby approved and adopted, under date of January 1, 2021, as Supplement No. 2021-1 to the Ames Municipal Code.

Adopted this _____ day of _____, 2020.

John A. Haila, Mayor

Attest:

Diane R. Voss, City Clerk

ITEM # 11

DATE: 12-22-20

COUNCIL ACTION FORM

SUBJECT: **REQUEST TO WAIVE ENFORCEMENT OF PROHIBITION OF
MOTORIZED VEHICLES IN ADA HAYDEN HERITAGE PARK FOR
THE AMES TRIATHLON, JUNE 27, 2021.**

BACKGROUND:

In June 2019, Iowa Multisport (IM) hosted the first-ever Ames Triathlon at Ada Hayden Heritage Park. The event consisted of a 500M swim in the north lake, a 12-mile bike ride that started in the park, traveled through north Ames and northwestern portions of Story County, and finished in the park, and a 5K run that used the hard surface path within the park. IM is planning on hosting the second annual Ames Triathlon event on June 27, 2021. In reviewing the event in 2019, one of the concerns IM had was the inability to transport volunteers and participants for emergencies throughout the park in a safe and quick manner. **For this year's race, IM is requesting the use of golf carts to transport volunteers, assist participants for any emergencies along the run route, and to haul or transport water station supplies.**

The Friends of Ada Hayden Heritage Park have utilized golf carts to conduct educational tours of the park for individuals who would otherwise be unable to tour the park on a bike or on foot. Each time the request has been made; Council has approved the use of the carts for the tours. IM is required to provide a Certificate of Liability Insurance for the triathlon event and staff will require the golf carts be covered under IM's insurance.

With all the concerns related with COVID-19, IM will be adhering to protocols recommended by the Centers for Disease Control (CDC) as well as local, state, federal, and USA Triathlon guidelines. IM also understands that it may not be able to host the event at the park if the City of Ames, State of Iowa, USA Triathlon, or the federal government prohibit these types of events from taking place to prevent the spread of COVID-19.

The Parks and Recreation Commission reviewed this request at its December 17, 2020 meeting and recommended that City Council grant this waiver for the Ames Triathlon on Sunday, June 27, 2021.

ALTERNATIVES:

1. Waive enforcement of Section 19.9 of Municipal Code from 4:00 AM to 1:00 PM on Sunday, June 27, to allow Iowa Multisport to utilize two golf carts for the Ames Triathlon at Ada Hayden Heritage Park.

It should be noted that this alternative is contingent on no restrictions being in place that would prevent this event from happening (e.g. Governor's proclamations, City mandates, etc.).

2. Deny IM's request and do not allow the use of motorized golf carts at the park.
3. Refer back to staff.

CITY MANAGER'S RECOMMENDED ACTION:

The first Ames Triathlon was a successful event that brought 300 participants from around Ames and the Midwest to Ada Hayden Heritage Park. Staff met with representatives from IM multiple times leading up to the event as well as observed all the activities that took place at the park. Staff reviewed participant feedback and feels IM was successful in ensuring participant safety. Having the ability to utilize golf carts will assist in transporting volunteers as well as participants in emergency situations.

Considering COVID-19, IM understands that it may not be able to host the event at the park if the City of Ames, State, USA Triathlon, or the federal government prohibits these types of events to prevent the spread of COVID-19. Therefore, it is the City Manager's recommendation to approve Alternative #1 as stated above.



Caring People ♦ Quality Programs ♦ Exceptional Service

MEMO

Item No. 12

To: Mayor and City Council
From: Brian Phillips, Assistant City Manager
Date: December 18, 2020
Subject: Extension of Amended Leave Policy During COVID-19 Emergency

On March 23, 2020, Ames City Council approved an amended leave policy for City employees. This amended policy provided up to 80 hours of special COVID-19 leave for employees and it provided 2/3 pay for employees covered under the Family Medical Leave Act (FMLA) for up to an additional 400 hours when the employee needed to care for children due to a pandemic-related school closure. This policy fully complies with the Families First Coronavirus Response Act (FFCRA)

These amended benefits are set to expire on December 31, 2020. Currently, the federal government has not made a plan to introduce another similar package that would provide additional benefits after December 31. Therefore, it is requested that the existing amended leave policy be extended until February 28, 2021 or until such a time as a similar package is approved at the federal level – whichever date is sooner.

Extending this leave policy will provide some level of relief to employees who continue to be impacted by COVID-19, and it is in line with the provisions set forth by other local governments in the area – including Story County.

COUNCIL ACTION FORM

SUBJECT: COVID-19 EMPLOYEE LEAVE POLICY

BACKGROUND:

On March 18, 2020, Congress approved a measure that would both expand employees' access to paid sick leave due to the COVID-19 pandemic and expand the Family Medical Leave Act (FMLA) to families needing to care for children when schools and daycares have been closed due to the COVID-19 pandemic. This law, the Families First Coronavirus Response Act (FFCRA), must be adopted by employers no later than April 2, 2020.

The City is proposing a temporary amendment to its current leave policy to provide some relief to employees who are impacted by the COVID-19 virus. The proposed policy meets or exceeds the requirements of the FFCRA. This policy includes a provision for a new form of paid leave, called COVID-19 leave. Employees may be eligible to use up to 80 hours total of this COVID-19 leave in any combination, paid at their regular rate of pay. This leave would apply if:

- An employee has been required or advised to quarantine by a medical provider or a county, state, or federal agency, or who has been advised by a medical provider they have confirmed or presumptively confirmed COVID-19.
- An employee is providing direct care for an individual required or advised to be quarantined by a medical provider, or a county, state, or federal agency, or an individual who has been advised by a medical provider they have confirmed or presumptively confirmed COVID-19.
- An employee caring for a child whose school or daycare has closed due to COVID-19, provided there are not other work alternatives (i.e. work from home, work schedule modifications).

If employees are unable to return to work following the COVID-19 leave, they may use accrued and unused sick leave, vacation leave, or compensatory leave to cover their absence.

Employees who choose to self-isolate without the express advice or requirement from a medical provider or a county, state, or federal agency may take accrued and unused vacation leave or compensatory time to cover their absence. As with all voluntary leaves, such absences must be approved by the employee's supervisor.

Additionally, for those employees who need to stay home with a child due to school and/or daycare closure, and who do not have work alternatives (i.e. work from home), up to an additional 400 hours may be paid two-thirds of the employee's regular rate of pay. Employees may supplement two-thirds pay with accrued and unused sick leave, vacation

leave, or compensatory time as it is available in order to receive full pay during the 400 hours of leave.

Staff has been informed by Iowa Workforce Development that employees may be eligible for state unemployment benefits in the following situations if they exhaust all their paid leave options and have no ability to telecommute:

- Caring for a family member
- Loss of child care/school closures
- Employer shutdown
- Need for employee to self-quarantine
- Employee contracts COVID-19 and is unable to work

ALTERNATIVES:

1. Approve the proposed COVID-19 Leave Policy as attached.

In accordance with the new federal legislation, this new policy should be in place until no later than December 31, 2020. Staff is requesting that the policy be approved effective March 23, 2020.

2. Modify and approve an alternative COVID-19 Leave Policy.
3. Approve a COVID-19 Leave Policy that mirrors the Families First Coronavirus Response Act.

CITY MANAGER’S RECOMMENDED ACTION:

In order to provide some leave protection to our employees during this pandemic crisis that meets, or exceeds the federal law, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

AMENDED LEAVE POLICY DURING COVID-19 EMERGENCY

Since the President of the United States signed a law increasing leave benefits in times of COVID-19 pandemic, and the Governor of Iowa has declared a state of emergency due to pandemic conditions of the COVID-19 virus, the City of Ames will amend the standard leave policies. Upon approval by the City Council on March 24, 2020, the amendment will be in effect retroactively from March 23, 2020 until no later than December 31, 2020.

The following policy amendment meets or exceeds the requirements of the Families First Coronavirus Response Act (FFCRA).

The purpose of COVID-19 leave is to provide some relief to employees dealing with the impact of COVID-19. Employees may be eligible to use up to 80 hours total of COVID-19 leave in any combination, paid at their regular rate of pay, if they are experiencing one of the following circumstances. Any unused leave will not rollover.

ABSENCES ELIGIBLE FOR COVID-19 LEAVE

For employees quarantined or sick with COVID-19

The City will grant up to 80 hours of paid COVID-19 leave* to employees who have been required or advised to quarantine by a medical provider or a county, state, or federal agency, or who have been advised by a medical provider they have confirmed or presumptively confirmed COVID-19. Employees must complete a Request for COVID -19 Leave form and provide it to Human Resources before the special pay will be granted. If the employee is unable to return to work after the COVID-19 leave has been exhausted, they may use accrued and unused sick leave, vacation leave, or compensatory time to cover their remaining absence.

Employees must follow CDC or Iowa Department of Public Health guidelines for returning to work after the illness.

****all COVID-19 leave will be prorated for part-time employees.***

For employees caring for an individual quarantined or sick with COVID-19

The City will grant up to 80 hours of paid COVID-19 leave* to those employees providing direct care for an individual required or advised to be quarantined by a medical provider, or a county, state, or federal agency, or an individual who has been advised by a medical provider they have confirmed or presumptively confirmed COVID-19. Employees must complete a Request for COVID -19 Leave form and provide it to Human Resources before the special pay will be granted. If the employee continues to care for the individual after the COVID-19 leave has been exhausted, they may use accrued and unused sick leave, vacation leave, or compensatory time to cover their remaining absence. Absences longer than two weeks must have documentation certifying additional leave is necessary.

Based on minimum staffing needs required to maintain operations, the City may exempt employees serving in an emergency responder role from this provision of COVID-19 leave.

Employees must follow CDC or Iowa Department of Public Health guidelines for returning to work after caring for an individual impacted by COVID-19.

****all COVID-19 leave will be prorated for part-time employees.***

For employees with children impacted by school district/daycare closures

This section serves as a “qualifying need related to a public health emergency” under the FFCRA.

If schools or daycare facilities where the children of employees attend close due COVID-19, the City will make every effort to adjust hours, create an alternative work schedule, or identify an alternative childcare arrangement in order to maintain services. If no alternative work solutions are appropriate, the City will grant COVID-19 leave* to cover up to 80 hours of the closure. Employees must complete a Request for COVID -19 Leave form and provide it to Human Resources before the special pay will be granted. If the employee is unable to return to work after the COVID-19 leave has been exhausted, they will receive 2/3 of their normal pay for up to an additional 400 hours. Employees may use accrued and unused sick leave, vacation leave, or compensatory time to cover the remaining 1/3 of their pay

In general, COVID-19 leave will only be granted during the hours a child would normally be in school or daycare and only to who are not able to adjust their hours or work from home, where alternative childcare is unavailable, AND whose children:

- Are under the age of 18
- Attend daycare or a K-12 school, or
- Have special needs and would be unable to care for themselves while their parents are at work.

Based on minimum staffing needs required to maintain operations, the City may exempt employees serving in an emergency responder role from this provision of COVID-19 leave and/or FFCRA family leave.

****all COVID-19 leave will be prorated for part-time employees.***

ABSENCES NOT ELIGIBLE FOR COVID-19 LEAVE

For employees choosing to self-isolate

Employees who are not required or advised by a medical provider or any county, state, or federal agency to be quarantined and choose to self-isolate must use accrued and unused vacation leave, accrued and unused compensatory time, or leave without pay to cover their absence. As with any form of voluntary leave, these absences must be approved by the employee’s supervisor.

CONTACT INFORMATION

In all cases of absence, employees must provide current contact information (including phone number and email address) to their supervisor.

Request for COVID -19 Leave

Employee Name _____

Department _____ Position _____

Approximate Dates of Request _____

Reason for Request (check at least one):

Employee's own COVID-19 illness or required or advised quarantine

Care for individual during COVID-19 illness or required or advised quarantine

School or daycare closure due to a COVID-19 pandemic

Sign the appropriate certification below:

Employee's own COVID-19 illness or required or advised quarantine

I certify that I have either been diagnosed with COVID-19, or presumptively diagnosed with COVID-19; or I have been required or advised to quarantine by a federal agency, state or county agency, or a medical provider.

Name of the medical provider or agency advising or requiring the absence

Employee Signature

Care for an individual during COVID-19 illness or required or advised quarantine

I certify that I am providing direct care for an individual who has either been diagnosed with COVID-19, or presumptively diagnosed with COVID-19; or who has been required or advised to quarantine by a federal agency, state or county agency, or a medical provider

Name of the medical provider or agency advising or requiring the absence

Employee Signature

School or daycare closure due to a COVID-19 pandemic

I certify that my child’s school or daycare has been closed due to the COVID-19 pandemic. Further, I certify my child:

- Is under the age of 18
- Attends daycare, K-12 school, or
- Has special needs and would be unable to care for themselves while I am at work.

Has your supervisor made an alternate schedule, hours, or work from home scenario available to you? Y/N

If yes, you will be required to utilize the alternate arrangement prior to being approved for COVID-19 leave

Name of school or daycare that has been closed due to the COVID-19 pandemic

Employee Signature

Department Head

Human Resources

City Manager

COVID-19 Leave is:

Approved Denied

ITEM #: 13
DATE: 12-22-2020

COUNCIL ACTION FORM

SUBJECT: AMENDMENT TO THE PURCHASE AGREEMENT WITH MAINSTREAM LIVING, INC. FOR THE CONSTRUCTION OF FACILITY AT 1417 DOUGLAS AVENUE.

BACKGROUND:

At the December 17, 2019 City Council meeting, Council directed staff to proceed with finalizing the terms and conditions (which will include language for a restrictive covenant) to sell the city-owned property located at 1417 Douglas Avenue to Mainstream Living, Inc. in the amount of \$36,012.

In addition to the \$36,012 purchase price, the following are included as major provisions:

1. Must construct a five-bedroom wheelchair accessible facility on or before December 31, 2020;
2. The City of Ames will retain ownership of the property until the specified structure is constructed;
3. For a period of twenty-one (21) years the facility must be utilized for affordable housing for very low- and low-income adults with intellectual disabilities;
4. The facility cannot be sold, assigned or transferred to any legal or equitable interest in the Property at any time prior to December 31, 2041, without written consent of the City.

Although the construction of the facility has been running smoothly and is very close to completion, there may be a slight delay in getting the project completed by 12/31/20. Alliant Energy has informed Mainstream Living that they can't install the gas line until the week of 12/21/20, which could impact the completion of other areas of the project. **Therefore, Mainstream Living is requesting an extension for construction to be completed on or before January 31, 2021.**

See attached extension Amendment that has been prepared by the City Legal Department.

ALTERNATIVES:

1. Approve the Amendment to the extension Agreement between the City of Ames and Mainstream Living, Inc. for the property located at 1417 Douglas Avenue for a completion date on or before January 31, 2021.
2. Offer modifications to the Amendment.
3. Deny the Amendment to the Extension Agreement.

CITY MANAGER'S RECOMMENDED ACTION:

Additional time is needed to allow for the installation of the gas line and to address some other construction delays. It is anticipated that the completion date of the project will be now be on or before January 31, 2021. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

S P A C E A B O V E R E S E R V E D F O R O F F I C I A L U S E

Return document to: City Clerk, 515 Clark Avenue, Ames IA 50010

Document prepared by: Victoria A. Feilmeyer, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010 – 515-239-5146

**AMENDMENT TO AGREEMENT BETWEEN THE CITY
OF AMES AND MAINSTREAM LIVING, INC., FOR
PURCHASE AND NEW CONSTRUCTION UPON
PROPERTY AT 1417 DOUGLAS AVENUE, AMES,
IOWA**

THIS IS AN AMENDMENT to an Agreement made by and between the City of Ames, Iowa and Mainstream Living, Inc., upon the following terms and conditions:

1 DEFINITIONS. When used in this Amendment, unless otherwise required by the context:

1.1 “City” means the City of Ames, Iowa, an Iowa Municipal Corporation, the seller of the property herein.

1.2 “Mainstream Living” means Mainstream Living, Inc., an Iowa Nonprofit Corporation.

1.3 “Agreement” means the recorded Agreement presently in force between the City and Mainstream Living, filed in the office of the Recorder of Story County, Iowa, on February 6, 2020, as Instrument No. 2020-01163 governing the construction of certain improvements upon the Real Property by Mainstream Living and the sale by the City and the purchase by Mainstream Living of the Real Property.

1.4 “Amendment” means this instrument as signed by the City and Mainstream Living.

1.5 “Real Property” means the real property (together with all easements and servient estates appurtenant thereto) situated in Story County, Iowa, locally known as 1417 Douglas Avenue, Ames, Iowa, and legally described as follows:

Lot 4, Block 2, Harrison’s Addition to Ames, Story County, Iowa.

2 AMENDMENT. The Agreement is hereby amended by deleting therefrom Part I, paragraph (E), the phrase “December 31, 2020” and substituting in lieu thereof the following:

All property improvements shall be completed on or before January 31, 2021.

3 **AMENDMENT.** The Agreement is hereby amended by deleting therefrom Part II, paragraph (A)(3), the third full sentence in its entirety and by substituting in lieu thereof the following:

All property improvements shall be completed on or before January 31, 2021.

4 **AMENDMENT.** The Agreement is hereby amended by deleting therefrom Part II, paragraph (C)(1), the second full sentence in its entirety and by substituting in lieu thereof the following:

Mainstream Living shall complete the construction of the property January 31, 2021.

5 **AMENDMENT.** The Agreement is further amended by deleting therefrom Part III, paragraph (A), in its entirety and by substituting in lieu thereof the following:

D. Performance Obligation. Until January 31, 2042, Mainstream Living shall, in a manner satisfactory to the City, fulfill its stated purpose as outlined in section II of this Agreement.

6 **AMENDMENT.** The Agreement is hereby amended by deleting therefrom Part III, paragraph (B)(1), by substituting in lieu thereof the following:

1. Mainstream Living shall not sell, assign or transfer any legal or equitable interest in the Property at any time prior to January 31, 2042, without written consent of the City.

7 **AMENDMENT.** The Agreement is hereby amended by deleting therefrom Part III, paragraph (D)(1), and by substituting in lieu thereof the following:

1. The failure of Mainstream Living to comply with any of its obligations required by this Agreement, including a failure to construct and complete the structure required by this Agreement on or before January 31, 2021.

8 **CONTINUED FULL FORCE.** The Agreement shall continue to have full force and effect in accordance with the terms thereof, subject, however, to this Amendment.

IN WITNESS WHEREOF, the City and Mainstream Living have executed this Amendment on this _____ day of _____, 2020.

[S I G N A T U R E S O N S U C C E S S I V E P A G E S]

MAINSTREAM LIVING, INC.

By: _____
Kathy Schnable, Board Chair

By: _____
Stuart Ambrose, Treasurer

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2020, by
Kathy Schnable and Stuart Ambrose, as Board Chair and Treasurer, respectively, of
Mainstream Living, Inc.

NOTARY PUBLIC

CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

Attest: _____
Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 202____, by John A. Haila and Diane R. Voss, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC

COUNCIL ACTION FORM

SUBJECT: GOVERNOR'S TRAFFIC SAFETY BUREAU NIGHTTIME SEAT BELT ENFORCEMENT GRANT PROGRAM

BACKGROUND:

In September 2020, the City Council approved the Police Department's request to accept a traffic safety grant from the Governor's Traffic Safety Bureau (GTSB) for enforcement of traffic laws and to participate in the program. That program is designed with both enforcement and educational components to improve driver safety and protection, to reduce impaired driving, and to enhance overall traffic safety.

Following implementation of the grant, GTSB approached the Police Department with a proposal to again participate in an additional traffic safety program that would focus on seat belt usage, particularly during hours after sunset. This is the same program the Council approved last year. A ten-year National Highway Traffic Safety Administration study of crash data shows that nighttime seat belt usage rates are 18% lower than daytime compliance rates. The program would include a public education component regarding seat belt usage and safety.

This grant would provide \$5,000 to support officer overtime for an estimated five enforcement events during the grant period. The Police Department will determine where and when those events would take place. Nighttime enforcement creates unique safety concerns that would be addressed by using an observer and enforcement officer model that requires two or more officers for each event. **There is no local match required with this grant.**

ALTERNATIVES:

1. Approve the Police Department's participation in the Governor's Traffic Safety Bureau Nighttime Seat Belt Enforcement Grant program.
2. Do not approve this grant program.

CITY MANAGER'S RECOMMENDED ACTION:

Participation in this program allows the Police Department to devote additional resources to seat belt enforcement without additional local costs. These funds improve traffic safety for the citizens of Ames.

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

COUNCIL ACTION FORM

SUBJECT: 750 KCMIL COPPER CABLE CONTRACT FOR ELECTRIC SERVICES

BACKGROUND:

This bid is for the purchase of 6,000 feet of 750 KCMIL copper cable to replenish inventory for the Electric Services Department. Cable of this type is kept on hand in order to ensure availability for the needs of the department. Typically, this cable is used to provide service for commercial and residential applications and is necessary to meet the anticipated needs of the Electric Services Department for new construction and maintenance projects.

On November 30, 2020, an Invitation To Bid (ITB) was issued to 58 vendors. The ITB was advertised on the Current Bid Opportunities section of the Purchasing webpage.

On December 14, 2020, bids were received as shown below:

BIDDER	TOTAL COST
WESCO Distribution, Des Moines, IA	\$110,295.60
RESCO, Ankeny, IA	\$124,227.00
Border States Industrial, Ames, IA	\$124,291.20
Nexgen Power Inc., Gardena, CA	Non-Responsive
American Wire Group, Miami, FL	Non-Responsive
Stuart Irby, Omaha, NE	Non-Responsive

***Price inclusive of 6% State of Iowa Sales Taxes Plus 1% Local Tax**

The non-responsive bidders took exception to the specifications and offered unacceptable manufacturers' product per the specifications provided in the bid document. Staff reviewed the bids and concluded that the apparent low bid in the amount of \$110,295.60 (inclusive of Iowa sales tax) submitted by Wesco Distribution is acceptable.

ALTERNATIVES:

1. Award a contract to Wesco Distribution, Des Moines, IA, for the purchase of Electric Services copper cable in accordance with bid in the amount of \$110,295.60 (inclusive of Iowa sales tax).
2. Reject all bids and attempt to purchase copper cable on an as needed basis.

CITY MANAGER'S RECOMMENDED ACTION:

It is important to purchase copper cable at the lowest possible cost with minimal risk to the City. It is also imperative to have copper cable available to meet department's needs for commercial and residential applications.

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

ITEM#: 16
DATE: 12-22-20

COUNCIL ACTION FORM

SUBJECT: AWARD OF CONTRACT FOR CYRIDE HEAVY DUTY BUS PURCHASE

BACKGROUND:

CyRide has received funding through six different grant sources to purchase a total of four 40-foot standard diesel buses. Together, these grants will cover 81% of the costs of the four new buses and provide a total funding ceiling of \$1,930,378. Local funding for these grants is included in the Capital Improvement Plan. These buses are scheduled to replace four obsolete 40-foot diesel vehicles, which would help move CyRide closer to meeting its federal Transit Asset Management (TAM) plan goals and reduce overall fleet emissions with newer, cleaner-burning engines. A summary of the funding sources is below.

Funding Source	Amount
Federal Share (81%) ICAAP, 5309, 5339	\$1,564,988
Local Funding (19%)	\$365,390
Total Funds Available	\$1,930,378

The Iowa Department of Transportation completed a statewide heavy-duty bus bid in the fall of 2018. Transit agencies in the State of Iowa can use the resulting contract to purchase buses, saving agencies administrative time and money. Buses manufactured by Gillig Corporation of Livermore, California comprise the majority of the CyRide fleet and awarding this contract to Gillig will allow CyRide to continue to standardize the fleet.

The bus manufacturer has completed preliminary pricing for the vehicles. The estimated price per bus from Gillig has been quoted at \$468,509 each, for a total cost of approximately \$1,874,036. The purchase of additional technologies like automatic vehicle location, automatic vehicle annunciators and automatic passenger counters are still being considered for these buses and will be maintained within the overall project budget. CyRide will continue to refine bus specifications until approximately six months before the vehicles are built, at which point the manufacturer will provide updated pricing. **Since vehicle pricing is not finalized until late in the process, staff is requesting approval of award to Gillig Corporation of Livermore, California at the not-to-exceed grant amount of \$1,930,378. The delivery date of the buses will be approximately 12-18 months from the date the purchase order is issued.**

The Transit Board of Trustees approved the award of the contract at their December 16, 2020 meeting.

ALTERNATIVES:

1. Approve award to Gillig Corporation of Livermore, California in the not to exceed amount of \$1,930,378 for the purchase of four new 40-foot standard diesel buses.
2. Do not approve the contract award for the purchase of new heavy duty buses and direct staff to proceed according to City Council priorities.

CITY MANAGER'S RECOMMENDED ACTION:

Approval of this contract will allow CyRide to replace four existing buses within its heavy-duty 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: 2019/20 SANITARY SEWER REHABILITATION - (BASIN 10)

BACKGROUND:

This is the annual program for rehabilitation/reconstruction of deficient sanitary sewers and deteriorated manholes at various locations throughout the City. The goal of this program is to identify and remove major sources of inflow/infiltration (I/I) to regain pipe capacity and reduce the wet weather flow at the treatment plant. The program typically includes rehabilitation work such as the lining of existing mains or spray lining of existing structures, as well as complete removal and replacement of structures and sanitary sewer mains.

In 2012 the City began a Sanitary Sewer System Evaluation that included a comprehensive and systematic evaluation for identifying the defects that could contribute I/I across the entire, City-wide sanitary sewer system. This evaluation data collection was completed, and it was evident that over \$25 million of immediate structural improvements were needed in the sanitary sewer system. Current and future CIP projects for the sanitary sewer system are based on the results of this evaluation.

On April 21, 2020, a professional services agreement contract with WHKS of Ames, Iowa was approved in the amount not to exceed \$48,000. **This is the seventh rehabilitation project and was selected to have an immediate impact by removing I/I in sewer mains that are older and installed with non-sealed joints, the industry standard at the time. By eliminating I/I in these mains, the sanitary sewer system will regain needed capacity.**

Base Bid: Items of work in the contract include point repairs and cured-in-place lining of the existing mains. These rehabilitation methods minimize the impact to residents and will reduce the amount of clean water that enters the system, thus reducing the amount of water needing treatment at the plant.

Alternate Bid: Bid includes quantities for ream services, air testing & grouting cast iron services, and for installing lateral connections liners in cast irons services.

Revenues and expenses associated with this program are estimated as follows:

	Revenue	Expenses
State Revolving Fund	\$ 3,684,000	
Sewer Utility Fund	\$ 250,000	
2019/20 Sanitary Sewer Rehab (Basin 10) (Base Bid)		\$ 1,400,315
2019/20 Sanitary Sewer Rehab (Basin 10) (Alt Bid)		\$ 535,000
Construction (future phases)		\$ 1,335,000
Engineering/Administration (Est.)		\$ 625,000
	<hr/>	<hr/>
	\$ 3,934,000	\$ 3,895,315

ALTERNATIVES:

1. Approve the 2019/20 Sanitary Sewer Rehabilitation (Basin 10) project, establishing February 3, 2021, as the date of letting and February 9, 2021, as the date for report of bids.
2. Direct staff to revise the project.

CITY MANAGER'S RECOMMENDED ACTION:

This project advances City Council's commitment to improve the sanitary sewer system. This is the seventh of several large projects that will have an immediate impact by removing Inflow & Infiltration to regain valuable capacity in the City's existing sanitary sewer system.

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

COUNCIL ACTION FORM

SUBJECT: 2018/19 SANITARY SEWER REHABILITATION (SIPHON) – CHANGE ORDER NO. 1

BACKGROUND:

This is the annual program for rehabilitation/reconstruction of deficient sanitary sewers and deteriorated manholes at various locations throughout the city. Most of the problem areas are in sewers that can be bundled into a construction package for cost efficiency, or in problem areas deeper than City crews are equipped to handle. This program provides for those repairs by outside firms. The goal of this program is to identify and remove major sources of inflow/infiltration (I/I) as a means of lowering the peak wet weather flow at the treatment plant.

In 2012 the City began a Sanitary Sewer System Evaluation that included a comprehensive and systematic evaluation for identifying the defects that could contribute I/I across the entire, City-wide sanitary sewer system. **This is the sixth rehabilitation project and was selected to have an immediate impact by removing I/I and to regain some capacity.** Items of work in the contract include heavy cleaning, reaming, pre- and post – cleaning CCTV, and rehabilitating inlet and outlet structures. **On October 22, 2019, City Council awarded the contract to Synergy Contracting, LLC of Bondurant, Iowa, in the amount of \$1,440,778.**

Following the award of contract, the contractor (Synergy Contracting, LLC) worked with design team to identify modifications to the project. Below are summaries of modifications to the Siphon project that result in significant project cost savings of \$174,575.

- Allowing on-site mix concrete (spec mix) instead of Redi-mix.
- Extending completion date to November 26, 2021 due to workload and COVID-19 restrictions and material availability.
- After confirming the condition of twin 20” pipes at the South Duff siphon, eliminating heavy cleaning at this location.
- Allowing alternate access to the Veenker East Site.
- Replacing existing plug values with Straight pipe.
- Deleting internal flexible urethane chimney sealant at four locations.

These modifications will provide the same quality of project to the City at a cost savings. The revenues and expenses associated with this program, including this proposed Change Order No. 1 (deduction), are estimated as follows:

	Available Revenue	Estimated Expenses
State Revolving Fund (2019/20)	\$1,014,787.60	
State Revolving Fund (2018/19)	\$3,570,000.00	
2018/19 Sanitary Sewer Rehab (Wilson & 15 th) (Awarded)		\$ 2,663,751.50
2018/19 Sanitary Sewer Rehab (Siphon) (this project w/CO)		\$ 1,266,203.00
Engineering/Administration (Est.)		\$ 480,000.00
	\$4,584,787.60	\$ 4,409,954.50

ALTERNATIVES:

1. Approve Changer Order No. 1, a deduction in the amount of \$174,575.
2. Direct staff to pursue changes to the project.

CITY MANAGER'S RECOMMENDED ACTION:

This project supports City Council’s commitment to improve the sanitary sewer system. This project to rehabilitate several siphon locations will have an immediate impact by removing Inflow & Infiltration to regain valuable capacity in the City’s existing sanitary sewer system. These modifications will provide the same high-quality project to the City while affording a cost savings.

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



MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: December 22, 2020

Subject: Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 19. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

COUNCIL ACTION FORM

SUBJECT: PLAT OF SURVEY (BOUNDARY LINE ADJUSTMENT) FOR 300 & 310 S. 17TH STREET

BACKGROUND:

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

This Plat of Survey is a boundary line adjustment between two lots addressed as 300 and 310 S. 17th Street that are Lot 3 and Parcel B of Lot 4 in Southtown Subdivision (See Attachment B – Existing Conditions). The new parcels will be identified as Parcel 'D' & 'E'. (See Attachment C – Proposed Plat of Survey.)

The proposed Parcel 'D' will include 51,481 square feet or 1.182 acres of lot area. The proposed Parcel 'E' will include 43,560 square feet or 1.000 acres of lot area. Each parcel will have access to one curb cut access point from S. 17th Street.

Parcel 'E' has an existing 6400 square feet building located on it. Both parcels are zoned Highway Oriented Commercial (HOC). Approval of a Plat of Survey requires conformance to all standards of the Zoning Ordinance and the Subdivision Code.

The site was reviewed to ensure that proposed lot dimensions complied with requirements found in the zone development standards of the Highway Oriented Commercial (HOC). Although no sidewalk exists along the S. 17th Street frontage, the boundary line adjustment procedure does not trigger installation of infrastructure unless it alters a boundary line with partial improvements.

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

ALTERNATIVES:

1. The City Council can adopt the resolution approving the Plat of Survey consistent with

the standards of Chapter 23 for approval of a boundary line adjustment.

2. The City Council can deny the proposed Plat of Survey if the City Council finds that the requirements for plats of survey for design and improvements as described in Section 23.308 have not been satisfied.
3. The City Council can refer this back to staff and/or the owner for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

Staff has determined that the proposed Plat of Survey satisfies all Subdivision Code requirements for a boundary line adjustment of existing parcels and has made a preliminary decision of approval. The resulting parcels are designed to be conforming to underlying design standards and building setbacks of Highway Oriented Commercial (HOC) zoning. The boundary line adjustment does not trigger infrastructure requirements unless there is a gap in completion of existing infrastructure.

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

**ADDENDUM
PLAT OF SURVEY FOR 1608 CRESTWOOD CIRCLE & 609 CARR DRIVE**

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

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

Parcel 'D' [310 S 17th Street]:

Owners: South 17th Street LLC
Parcel ID: 09-14-126-065

New Legal Description:

A PARCEL OF LAND LOCATED IN SOUTHTOWN SUBDIVISION, CITY OF AMES, STORY COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 'B' IN SAID SOUTHTOWN SUBDIVISION; THENCE S89°59'09"E, 140.77 FEET; THENCE S00°01'20"W, 325.41 FEET; THENCE S59°19'04"W, 49.97 FEET TO THE BEGINNING OF A 1066 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE 110.63 FEET, LONG CHORD BEARS S62°15'06"W, 110.58 FEET; THENCE N00°01'37"E, 402.42 FEET TO THE POINT OF BEGINNING.

Parcel 'E' [300 S 17th Street]:

Owners: South 17th Street LLC
Parcel ID: 09-14-126-060

New Legal Description:

A PARCEL OF LAND LOCATED IN SOUTHTOWN SUBDIVISION, CITY OF AMES, STORY COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 IN SAID SOUTHTOWN SUBDIVISION; THENCE N00°15'52"W, 232.39 FEET; THENCE N89°59'09"W, 155.51 FEET; THENCE S00°01'20"W, 325.41 FEET; THENCE N59°19'04"E, 182.22 FEET TO THE POINT OF BEGINNING.

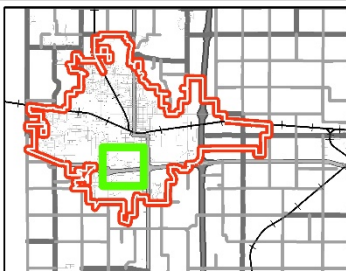
Public Improvements:

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

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


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

Attachment A- Location Map



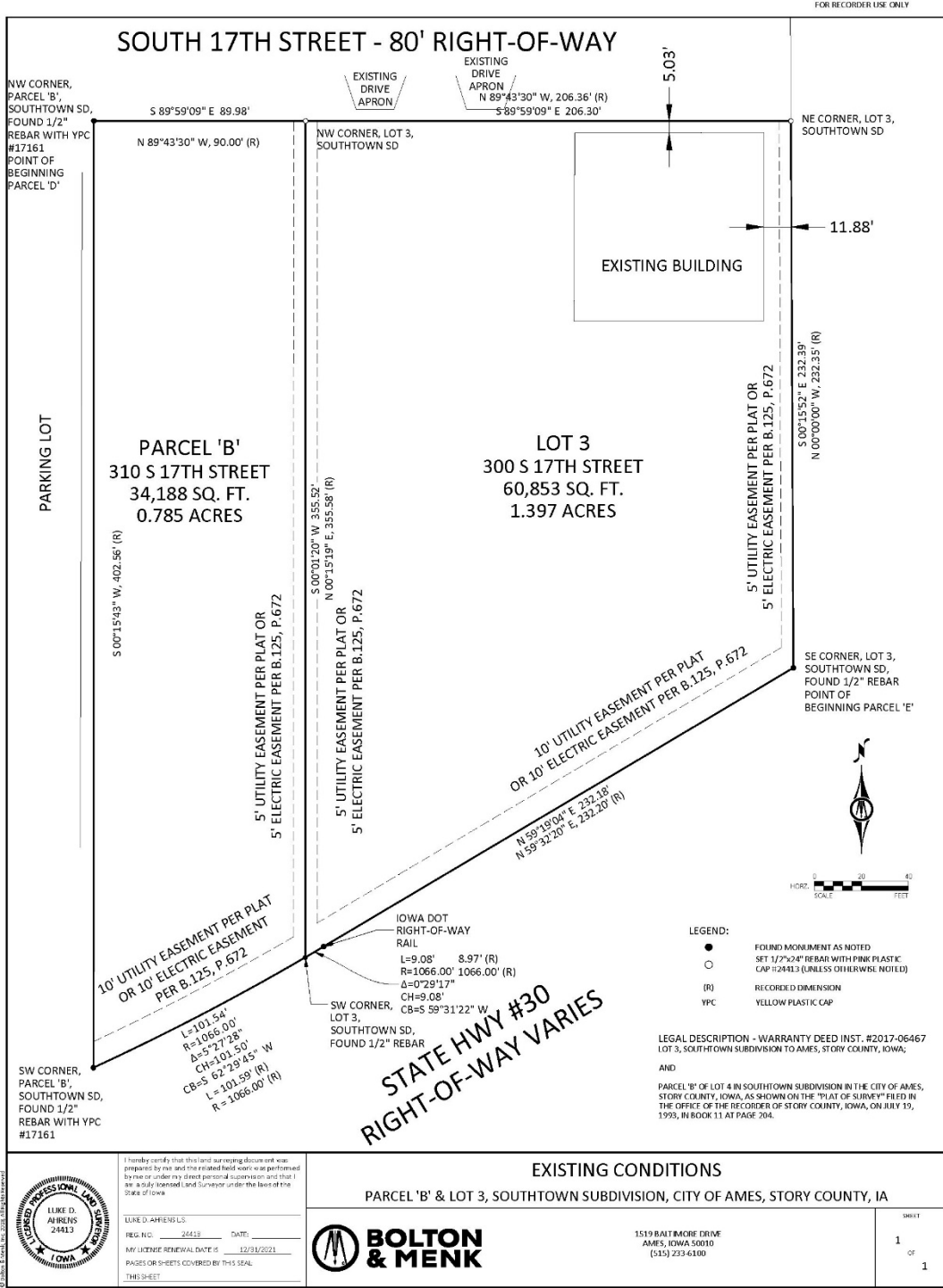
LOCATION MAP 300 & 310 S. 17th Street



0 100 200 400 Feet  Subject Property

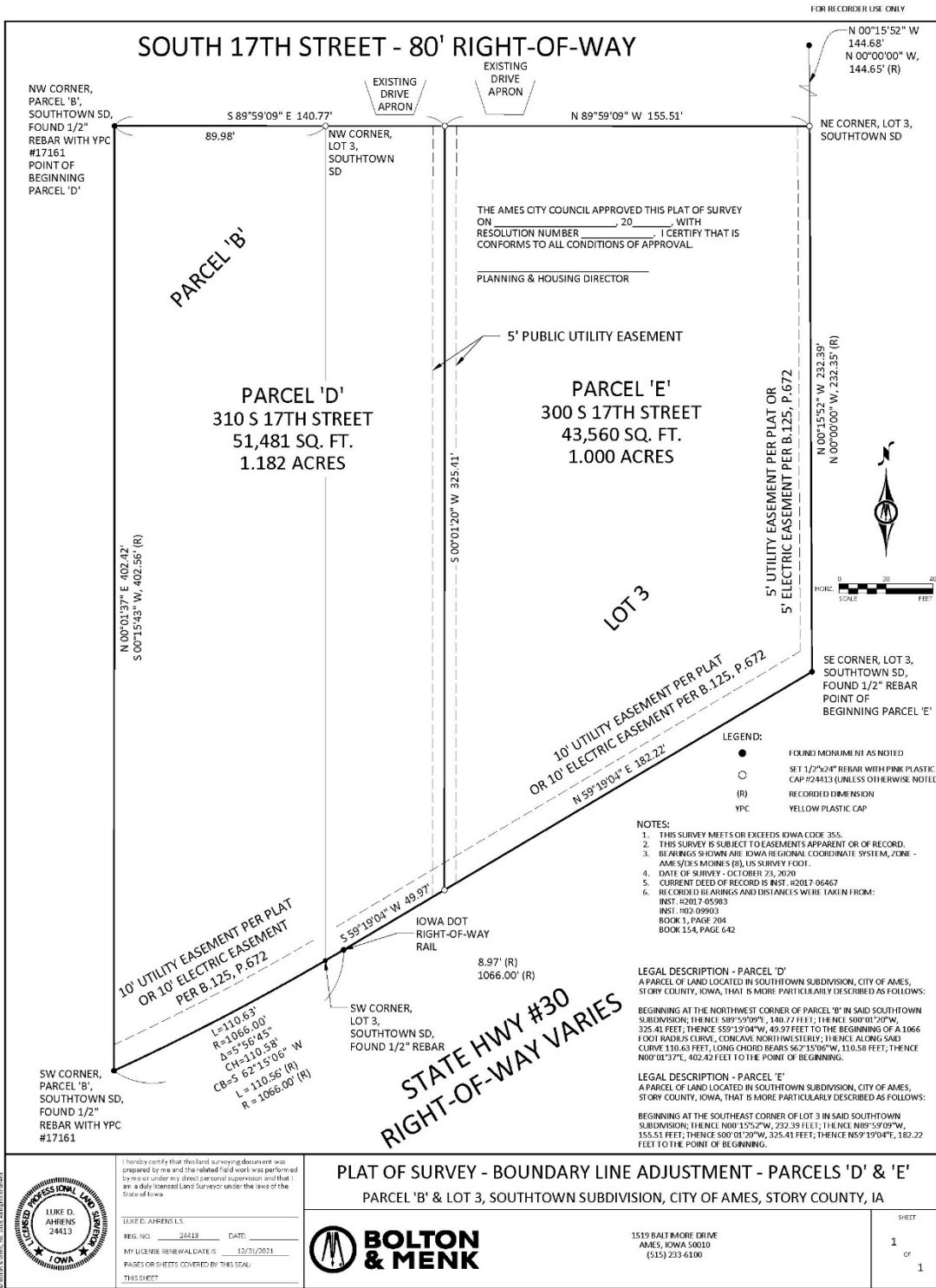
Attachment B- Existing Conditions

INDEX LEGEND	
LOCATION	PARCEL 'B' AND LOT 3, ALL IN SOUTHTOWN SUBDIVISION, CITY OF AMES, STORY COUNTY, IOWA
REQUESTOR:	CHUCK WINKELBACK
PROPRIETOR:	SOUTH 17TH STREET, LLC
SURVEYOR:	LUKE D. AHRENS, P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515) 233-6100



Attachment C- Proposed Plat of Survey

INDEX LEGEND	
LOCATION	PARCEL 'B' AND LOT 3, ALL IN SOUTHTOWN SUBDIVISION, CITY OF AMES, STORY COUNTY, IOWA
REQUESTOR:	CHUCK WINKLEBLACK
PROPRIETOR:	SOUTH 17TH STREET, LLC
SURVEYOR:	LUKE D. AHRENS, P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515) 233-6100



COUNCIL ACTION FORM

SUBJECT: ACCEPTANCE OF 2019/20 SHARED USE PATH SYSTEM EXPANSION – VET MED TRAIL (S. 16TH ST. TO ISU RESEARCH PARK)

BACKGROUND:

This program provides for construction of shared use paths on street rights-of-way, adjacent to streets, and through greenbelts. The Long-Range Transportation Plan (LRTP) identifies those paths that separate bicycle traffic from higher-speed automobile traffic. **This project paved the existing granular section of Vet Med Trail from S. 16th Street to the ISU Research Park.**

On June 23, 2020, City Council awarded the project to Howrey Construction, Inc. of Rockwell City, Iowa in the amount of \$282,715.05. Two change orders were approved by staff for a total decrease to the contract of \$3,873.35, **bringing the final construction cost to \$278,841.70.**

Revenues and expenses for this project are shown below:

Activity/Expenses	Expenses	Revenues
Engineering & Administration	\$70,000.00	
Construction	\$278,841.70	
Local Option Sales Tax		\$620,000
TOTAL	\$348,841.70	\$620,000

As shown in the table above, there remains an available balance of \$271,158.30. From this remaining project funding, \$175,000 will be utilized for the South of Lincoln Way Path Expansion (Franklin Avenue to Wilmoth Avenue). Design and construction of this path segment will be combined with the Franklin Park Shared Use Path, which is planned for FY 2021/22.

ALTERNATIVES:

1. a. Accept the 2019/20 Shared Use Path System Expansion – Vet Med Trail (S. 16th Street to ISU Research Park) project as completed by Howrey Construction, Inc. of Rockwell City, Iowa in the amount of \$278,841.70.
 - b. Transfer \$175,000 from the \$271,158.30 remaining available project balance to the South of Lincoln Way Path Expansion (Franklin Avenue to Wilmoth Avenue), which will be combined with the Franklin Park Shared Use Path and is planned for FY 2021/22.
2. Direct staff to pursue modification to the project.

CITY MANAGER'S RECOMMENDED ACTION:

The project has now been completed in accordance with the approved plans and specifications. The remaining project funding balance can be utilized to accelerate construction of the South of Lincoln Way Path Expansion (Franklin Avenue to Wilmoth Avenue) to FY 2021/22.

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

COUNCIL ACTION FORM

SUBJECT: WPC FACILITY BIOSOLIDS DISPOSAL OPERATIONS

BACKGROUND:

The Water Pollution Control Facility (WPCF) generates approximately 30,000 gallons of biosolids each day. Throughout the year, these biosolids are stored in the facility's secondary digester and biosolids storage lagoon and are ultimately disposed of by land application as fertilizer on City-owned farm ground adjacent the WPCF. The bulk of the land application occurs in the fall after crops have been harvested; however, some land application is performed as needed throughout the year to maintain adequate storage capacity. The primary hauling in the fall is conducted by a contract hauler, and the periodic hauling throughout the year is generally performed by City staff.

On May 14, 2019, Council awarded a new biosolids disposal contract to Nutri-Ject, Inc. The agreement was for Year One (FY 2019/20), with up to two annual renewals possible based on satisfactory completion of the previous years' work and Council's appropriation of funds. One change order was authorized by Council on January 28, 2020, with a revised contract amount of \$116,306.10. That work is now complete and ready for acceptance by Council.

Due to a misunderstanding of the annual format of the agreement by staff, an agreement renewal was never executed for Year Two (FY 2020/21). However, Nutri-Ject has already performed the work that would have been included for FY 2020/21. Between November 6, 2020, and November 25, 2020, Nutri-Ject removed 2,951,050 gallons from the biosolids lagoon and another 75,251 gallons from the digester. The total invoiced cost for the work is \$79,060.06. The adopted FY 2020/21 operating budget includes \$80,000 for this work. It is notable that Nutri-Ject invoiced the City at its 2019 unit rates, even though the agreement allows for an annual price increase that is pegged to a construction cost index.

Both City staff and Nutri-Ject failed to note that no agreement for FY 2020/21 was in place prior to the work being completed. Both parties proceeded in good faith, and the work was performed in a manner that was consistent with the terms of the agreement. To create an appropriately documented record, staff is recommending that a retroactive renewal agreement be awarded to Nutri-Ject Systems, Inc. of Hudson, Iowa, for Year Two of the WPCF Biosolids Disposal Operation in the amount of \$79,060.06.

ALTERNATIVES:

1. A. Accept completion of Year One (FY 2019/20) of the WPCF Biosolids Disposal Operations in the amount of \$116,306.10.

B. Award a contract to Nutri-Ject Systems, Inc. of Hudson, Iowa, for Year Two (FY 2020/21) of the WPCF Biosolids Disposal Operations in the amount of \$79,060.06.
2. Accept completion of Year One. Provide direction to staff to address the Year Two work that was performed without an agreement.
3. Do nothing.

CITY MANAGER'S RECOMMENDED ACTION:

The disposal of biosolids at the Water Pollution Control Facility (WPCF) is an essential treatment component that is included in the operating budget. The work included in Year One (FY 2019/20) is complete and ready to be accepted by Council.

The work for FY 2020/21 was never formally awarded by Council but was completed in good faith by the contractor. Nutri-Ject, Inc. performed this work for FY 2020/21 in the amount of \$79,060.06. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 A-B, as described above.

COUNCIL ACTION FORM

SUBJECT: **EXTENDING SUSPENSION OF VENDING
LICENSES DUE TO COVID-19**

BACKGROUND:

The City requires licenses for food vendors who operate in regular locations in downtown and Campustown. In response to the COVID-19 outbreak, on March 18, 2020, City staff administratively suspended these Vending Licenses. The City Council took subsequent action on August 25 to extend this suspension through December 31 for vendors on City property, except for Vending Licenses issued as part of an approved special event.

The Council's direction on August 25 was for City staff to report back prior to December 31. **Staff is seeking direction from the City Council as to whether to continue to suspension of Vending Licenses (except those approved as part of organized special events).**

During the time in which vending operations on City property have been suspended, several vendors have found alternative locations on private property to set up vending operations. Vending on private property does not require a Vending License from the City. In addition, the Welch Avenue reconstruction project made vending infeasible on that street. The reconstruction project is now complete, and the roadway is open to traffic.

As with other decisions related to COVID-19, the Council must consider the ability of these operations to operate in a hygienic manner, along with the ability to appropriately distance patrons. City staff notes that pre-pandemic, crowds tended to form by vendors as patrons wait for food, particularly in the hours around bar-closing time.

ALTERNATIVES:

1. Continue the suspension of Vending Licenses through June 30, 2021, except those approved as part of a special event. Prior to that date, staff will re-evaluate conditions and present an update to the City Council.
2. Resume suspended Vending Licenses and direct staff to accept applications for new licenses effective immediately.

CITY MANAGER'S RECOMMENDED ACTION:

Ongoing vending operations have been suspended since March. City staff is continuing to receive inquiries from prospective vendors, and therefore, clarity from the City Council regarding vending would be helpful. **Staff continues to have concerns about the crowds that form at food vendors and the ability to maintain appropriate patron distancing and hygiene. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby continuing the suspension of Vending Licenses through June 30, 2021, except for those approved by the City Council as part of a special event.**

COUNCIL ACTION FORM

SUBJECT: **AMENDMENT TO SUNSMART AMES COMMUNITY
SOLAR FARM ENERGY SERVICES AGREEMENT**

BACKGROUND:

On July 23, 2019, the City Council approved an Energy Services Agreement with ForeFront Power (FFP Origination, LLC) for the SunSmart Ames community solar farm. This agreement contains two scenarios in which the City could terminate the contract prior to the expiration of the agreement in 25 years.

The first scenario provides for ForeFront to remove the solar system in exchange for an early termination fee per watt, where the penalty is high in year one, but reduces each year until year 25. This first scenario is intended to capture both the costs to remove the equipment and the lost revenue ForeFront and its investors would no longer receive for the remainder of the project. In year 1 of the agreement, this penalty equates to approximately \$3.3 million. In year 25, the penalty is approximately \$594,000.

The second scenario provides for the City to take possession of the system, and for the City to pay the greater of the appraised value of the system or a scheduled option price per watt, where the minimum option price decreases each year. In the second scenario, the City is not eligible to consider purchasing the system until at least 63 months from the first date of commercial operation. This delay allows ForeFront's investors to maximize their receipt of the tax credits that only are paid in the first seven years after construction. If this purchase option occurs after the 5th anniversary of the agreement, the minimum option price is approximately \$1,188,000 (or appraised value, whichever is greater). After the 25th anniversary, the minimum option price is approximately \$88,000 (or appraised value, whichever is greater).

As we approach the Commercial Operation Date in the next few weeks, ForeFront has reached the stage of the project development in which it can now secure a tax equity partner. This third-party interaction is necessary to monetize the tax incentives generated by the farm, and this structure was a contributing factor to pursuing the chosen model for the community solar farm (refer to Council Action Form for Item #28 on 12/13/2016).

ForeFront's tax equity partner brought to ForeFront's attention that the Early Termination Fee schedules in the contract, which were developed in 2018 when the contract was agreed to with Forefront, no longer reflect the expected Fair Market Value of the system. As a result, the tax equity partner is concerned that the low early termination fee exposes them to an unacceptable risk. **Therefore, ForeFront is requesting an amendment to the Early Termination Fee schedules.**

PROPOSED CHANGES TO OPTION PRICE (IF SYSTEM IS PURCHASED BY CITY):

ForeFront is only proposing changes to the minimum option price in the first two years of the option period. The table below outlines the current option prices compared to the proposed option prices, based on the system being 2.2 MW in size:

CURRENT CONTRACT		FOREFRONT'S PROPOSED CHANGES		
Purchase date occurs on the 91 st day following:	Option Price (calculated by City staff)	Purchase date occurs on the 91 st day following:	Option Price (calculated by City staff)	DIFFERENCE
<i>Prior to 90 days after 5th Anniversary</i>	<i>Not eligible for option</i>	<i>Prior to 90 days after 5th Anniversary</i>	<i>Not eligible for option</i>	--
5 th Anniversary	\$1,188,000	5 th Anniversary	\$1,694,000	\$506,000
6 th Anniversary	1,144,000	6 th Anniversary	1,672,000	528,000
7 th Anniversary	1,100,000	7 th Anniversary	1,100,000	--
8 th Anniversary	1,034,000	8 th Anniversary	1,034,000	--
9 th Anniversary	990,000	9 th Anniversary	990,000	--
10 th Anniversary	946,000	10 th Anniversary	946,000	--
11 th Anniversary	902,000	11 th Anniversary	902,000	--
12 th Anniversary	836,000	12 th Anniversary	836,000	--
13 th Anniversary	792,000	13 th Anniversary	792,000	--
14 th Anniversary	748,000	14 th Anniversary	748,000	--
15 th Anniversary	682,000	15 th Anniversary	682,000	--
16 th Anniversary	616,000	16 th Anniversary	616,000	--
17 th Anniversary	572,000	17 th Anniversary	572,000	--
18 th Anniversary	506,000	18 th Anniversary	506,000	--
19 th Anniversary	440,000	19 th Anniversary	440,000	--
20 th Anniversary	374,000	20 th Anniversary	374,000	--
21 st Anniversary	308,000	21 st Anniversary	308,000	--
*				
23 rd Anniversary	242,000	22 nd Anniversary	242,000	--
24 th Anniversary	154,000	23 rd Anniversary	154,000	--
25 th Anniversary*	88,000	24 th Anniversary	88,000	--

**The original contract contains an error in that the 22nd Anniversary is omitted and a 25th Anniversary (which would be 26 years of operation – beyond the duration of the agreement) exists. The proposed amendment rectifies these counting errors.*

Again, it is important to note that these prices are the minimum option price. The contract currently requires, and will continue to require, that the option price be the greater of the price indicated above, or the fair market value of the system at the time the option is exercised. ForeFront contends that the value of the system is expected to remain high throughout its life, and therefore this modification would not impact the price paid by the City. City staff notes that in the unlikely event ForeFront's assumption about the value of the system is incorrect, this amendment would only

potentially affect the option price during the first two years when an option is possible. Therefore, staff views this change as negligible.

PROPOSED CHANGES TO EARLY TERMINATION FEE (IF SYSTEM IS REMOVED):

ForeFront’s proposed changes to the early termination fee where the system is removed affects the entire duration of the contract. The table below outlines the current early termination fee compared to the proposed early termination fee, based on the system being 2.2 MW in size:

CURRENT CONTRACT		FOREFRONT’S PROPOSED CHANGES		
Early Termination Occurs in Year:	Early Termination Fee (calculated by City staff)	Early Termination Occurs in Year:	Early Termination Fee (calculated by City staff)	DIFFERENCE
1	\$3,300,000	1	\$3,960,000	\$660,000
2	2,420,000	2	3,410,000	990,000
3	2,222,000	3	3,256,000	1,034,000
4	2,002,000	4	3,102,000	1,100,000
5	1,804,000	5	2,948,000	1,144,000
6	1,760,000	6	2,794,000	1,034,000
7	1,716,000	7	2,772,000	1,056,000
8	1,672,000	8	2,750,000	1,078,000
9	1,628,000	9	2,728,000	1,100,000
10	1,584,000	10	2,706,000	1,122,000
11	1,540,000	11	2,684,000	1,144,000
12	1,496,000	12	2,662,000	1,166,000
13	1,452,000	13	2,662,000	1,210,000
14	1,386,000	14	2,640,000	1,254,000
15	1,342,000	15	2,618,000	1,276,000
16	1,276,000	16	2,596,000	1,320,000
17	1,210,000	17	2,596,000	1,386,000
18	1,144,000	18	2,574,000	1,430,000
19	1,078,000	19	2,552,000	1,474,000
20	1,012,000	20	2,552,000	1,540,000
21	946,000	21	2,530,000	1,584,000
22	858,000	22	2,530,000	1,672,000
23	770,000	23	2,530,000	1,760,000
24	704,000	24	2,508,000	1,804,000
25	594,000	25	2,508,000	1,914,000

The proposed changes to the Early Termination Fee schedule are significant. Since the City has signed a fully executed contract with Forefront, Staff is only considering these changes for a few reasons:

First, ForeFront has not yet secured its agreement with the tax equity partner, and needs this change to the agreement to complete its tax equity agreement. A tax equity partner is needed to “monetize” the Production Tax Credits offered by the Federal government to encourage solar development. Without the tax equity partner, the project does not cash flow, and although completed, the City’s solar farm could remain off until a new tax equity partner is found. ForeFront has indicated that there are relatively few potential tax equity partners available, and any new partner may request similar changes to Schedule 3 before they are willing to sign on.

Additionally, if ForeFront is unable to secure its remaining financing by signing a tax equity partner, ForeFront’s agreement with the City allows it to cancel without penalty prior to activating the system. A cancellation would cause considerable progress to be lost, and the City would have to consider starting over on development of a community solar project.

Finally, in signing the agreement with ForeFront, the City’s intent has always been to be in a 25-year power supply arrangement. The early termination provisions are intended to protect ForeFront and its tax equity partner in the rare event that the City wished to terminate the agreement early and have all equipment removed. **So long as the City does not terminate the agreement early, there is no change in the financial impact to the City.** In the event the City would desire to end the agreement early, the likely path would be to exercise the purchase option and continue to operate the solar farm as the owner.

Although staff’s preferred choice is to keep the contract as originally signed, agreeing to ForeFront’s requested changes will allow ForeFront to finalize its financing and allow the solar farm to move to commercial operation on December 23rd. If the changes are not made, commercial operation will be delayed until ForeFront either secures a new partner or cancels the agreement. In either case, Power Pack purchasers will not begin to receive the benefits of the solar farm until commercial operation begins.

ALTERNATIVES:

1. Approve the amendment to the early termination fee and option tables (Schedule 3) of the Energy Services Agreement with ForeFront Power (FFP Origination, LLC).
2. Do not approve the requested changes to the Energy Services Agreement.

CITY MANAGER'S RECOMMENDED ACTION:

Without the change to the Early Termination and Option Price tables, ForeFront has informed the City that it will be difficult, if not impossible, to get its tax equity partner to accept the project. The project viability will certainly suffer if ForeFront is not able to

secure their tax equity partnership before the end of the year, at which time the tax incentive applicable to the farm will depreciate. This delay would also prevent the solar farm from going into commercial operation until a new tax equity partner is acquired. This could take considerable time given the limited competition in this field due to the losses many companies are facing as a result of the COVID19 pandemic.

These changes, though not advantageous to the City, impact options in the future that the City would very likely not pursue, as they would not be in the best interest of the City under any foreseeable circumstance. The ways in which the City intends to proceed with this contract are not negatively affected by these changes in the contract.

Staff believes that the risk involved in accepting these amended terms is minor. The City should accept the minor risk that an unforeseeable circumstance would cause the City to pursue one of the early termination options affected by this amendment in order to support ForeFront in securing a tax equity partner in a timely manner and making sure the operation of the farm is not interrupted. This is also in the best interest of Ames electric customers participating in the community solar project who are already accumulating benefits from the solar energy production.

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

Original

III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)	Purchase Date Occurs on the 91 st day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Option Price (\$/Wdc)
1*	1.50		--
2	1.10		--
3	1.01		--
4	0.91		--
5	0.82		--
6	0.80	5 th Anniversary	\$0.54
7	0.78	6 th Anniversary	\$0.52
8	0.76	7 th Anniversary	\$0.50
9	0.74	8 th Anniversary	\$0.47
10	0.72	9 th Anniversary	\$0.45
11	0.70	10 th Anniversary	\$0.43
12	0.68	11 th Anniversary	\$0.41
13	0.66	12 th Anniversary	\$0.38
14	0.63	13 th Anniversary	\$0.36
15	0.61	14 th Anniversary	\$0.34
16	0.58	15 th Anniversary	\$0.31
17	0.55	16 th Anniversary	\$0.28
18	0.52	17 th Anniversary	\$0.26
19	0.49	18 th Anniversary	\$0.23
20	0.46	19 th Anniversary	\$0.20
21	0.43	20 th Anniversary	\$0.17
22	0.39	21 st Anniversary	\$0.14
23	0.35	23 rd Anniversary	\$0.11
24	0.32	24 th Anniversary	\$0.07
25	0.27	25 th Anniversary	\$0.04

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

*Includes Early Termination prior to the Commercial Operation Date.

EXHIBIT A

III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following:

Early Termination occurs in Year:	Column 1 Early Termination Fee where Purchase does <u>not</u> take Title to the System (\$/Wdc including costs of removal)	Purchase Date Occurs on the 91 st day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Option Price (\$/Wdc) ^a
1*	1.80		--
2	1.55		--
3	1.48		--
4	1.41		--
5	1.34		--
6	1.27	5 th Anniversary	0.77
7	1.26	6 th Anniversary	0.76
8	1.25	7 th Anniversary	0.50
9	1.24	8 th Anniversary	0.47
10	1.23	9 th Anniversary	0.45
11	1.22	10 th Anniversary	0.43
12	1.21	11 th Anniversary	0.41
13	1.21	12 th Anniversary	0.38
14	1.20	13 th Anniversary	0.36
15	1.19	14 th Anniversary	0.34
16	1.18	15 th Anniversary	0.31
17	1.18	16 th Anniversary	0.28
18	1.17	17 th Anniversary	0.26
19	1.16	18 th Anniversary	0.23
20	1.16	19 th Anniversary	0.20
21	1.15	20 th Anniversary	0.17
22	1.15	21 st Anniversary	0.14
23	1.15	22 nd Anniversary	0.11
24	1.14	23 rd Anniversary	0.07
25	1.14	24 th Anniversary	0.04

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

*Includes Early Termination prior to the Commercial Operation Date.

COUNCIL ACTION FORM

**SUBJECT: RECONSIDER AWARD OF CONTRACT FOR THE INIS GROVE PARK
SIDEWALK PROJECT**

BACKGROUND:

At the December 8 meeting, City Council awarded a contract to Pillar Inc., Huxley, Iowa to complete the Inis Grove Park Sidewalk Project. After the award, staff determined there was an error in the calculation of a line item which should have been found prior to the award. The unit price for item 9.1 (Attachment A) was not reflected correctly in the total project cost. In Section 9.2 of the bid specifications, it states, **“In the event of discrepancies in the unit price extension listed in the bidder’s proposal, unit prices shall govern.”** In this instance the calculation error made by the contractor which increased the bid amount from \$157,199.11 to \$905,699.11, thus the lowest responsive bidder is TK Concrete, Inc., Pella, Iowa in the amount of \$170,484.40.

Staff also found summation errors on the bid proposals submitted by TK Concrete, Caliber Concrete, and Woodruff Construction, but the errors don’t change the status of the lowest bidder. The errors for all companies are highlighted in yellow in Attachment A. The correct bid tabulation is shown below:

Inis Grove Park Sidewalk Project

Bidder	Base Bid
TK Concrete, Inc., Pella, Iowa	\$170,484.40
Caliber Concrete LLC., Adair, Iowa	\$174,760.15
Berkey Homebuilders, Inc., Altoona, Iowa	\$186,162.60
Woodruff Construction, Ames, Iowa	\$194,054.04
Synergy Contracting, LLC., Altoona, Iowa	\$201,887.50
Pillar Inc., Huxley, Iowa	\$905,699.11

PROJECT COST:

The engineer’s cost estimate below includes the base bid, engineering, construction inspection, fire hydrant relocation, and a five percent contingency.

Engineer’s Estimate:	Amount
Base Bid	\$197,587
Engineering & Construction Inspection	\$ 10,000
Fire Hydrant relocation	\$ 2,817
Contingency (5% of base bid)	\$ 9,880
Bid Project Estimate	\$220,284

After the error was found, staff re-evaluated the bids received and determined the bid from TK Concrete, Inc., Pella, is acceptable. With this bid, the revised estimated total project costs are as follows:

<u>Total Project Estimate:</u>	<u>Amount</u>
Base Bid	\$170,484.40
Engineering & Construction Inspection	\$ 10,000.00
Fire Hydrant relocation	\$ 2,817.00
Total Estimate	\$183,301.40

With the \$200,000 available for this project, there will remain \$16,698.60 available in the project budget for contingency.

ALTERNATIVES:

1. City Council can:
 - a. Reconsider the Award to Pillar Inc., Huxley, Iowa, in the bid amount of \$905,699.11 for the Inis Grove Park Sidewalk Project due to an error in the bid;
 - b. Award a contract to TK Concrete, Inc., Pella, Iowa, in the bid amount of \$170,484.40 for the Inis Grove Park Sidewalk Project.
2. Award the contract to one of the other bidders.
3. Reject all bids.

CITY MANAGER'S RECOMMENDED ACTION:

Unfortunately, the calculation error was found after the contract was awarded by Council. The next lowest bidder is below the budgeted amount for the project. Constructing the sidewalk ensures all bicyclists and pedestrians can safely access the park from Duff Ave. and 24th St. Also, in order to be compliant with the guidelines outlined in the Community Attraction & Tourism (CAT) grant awarded to the Ames Foundation, it is necessary for this project to proceed.

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

Attachment A

BID-TABULATION SHEET

City of Ames Public Works Department - Engineering Division
2020 INIS GROVE SIDEWALK PROJECT ()

		Bid Date: 12/2/20		ENGINEER'S ESTIMATE				Bidder1		Bidder2		Bidder3		Bidder4		Bidder5		Bidder6	
		UNITS	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<i>Division 1 - General</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>(Not Used)</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>Division 2 - Earthwork</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2.1	Topsoli, On-site, 8" Depth	cy	335	75.00	\$25,125.00	24	\$8,040.00	30	\$10,050.00	28.23	\$9,457.05	16.5	\$5,275.50	42.38	\$14,197.30	35	\$11,725.00		
2.2	Excavation, Class 10	cy	535	30.00	\$16,050.00	24	\$12,840.00	15	\$8,025.00	27.32	\$14,616.20	30	\$16,050.00	43.23	\$23,128.05	28	\$14,980.00		
2.3	Special Backfill, 8" Depth	sy	2226.7	10.00	\$22,267.00	6.3	\$14,028.21	12	\$26,720.40	14	\$31,173.80	11.85	\$26,386.40	8.78	\$19,550.43	15	\$33,400.50		
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>Division 3 - Trench, Backfill and Tunnelling</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>(Not Used)</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>Division 4 - Sewers and Drains</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>(Not Used)</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>Division 5 - Water Mains and Appurtenances</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>(Not Used)</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>Division 6 - Structures for Sanitary and Storm Sewer</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>(Not Used)</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>Division 7 - Streets and Related Work</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
7.1	Curb & Gutter, 30" width, 12" thick @ BOC	lf	101	35.00	\$3,535.00	18	\$1,818.00	45	\$4,545.00	26.24	\$2,650.24	55	\$5,555.00	66.5	\$6,716.50	112	\$11,312.00		
7.2	Removal of Sidewalk/Driveway	sy	84.6	10.00	\$846.00	27	\$2,284.20	20	\$1,692.00	27	\$2,284.20	15	\$1,269.00	16.58	\$1,402.67	20	\$1,692.00		
7.3	Sidewalk, PCC, 5" depth	sy	1840.3	50.00	\$92,015.00	43.2	\$79,500.96	40	\$73,612.00	43.56	\$80,163.47	47	\$86,494.10	51.09	\$94,020.93	45	\$82,813.50		
7.4	Detectable Warning	sf	84	35.00	\$2,940.00	36	\$3,024.00	35	\$2,940.00	50	\$4,200.00	46	\$3,864.00	46.64	\$3,917.76	55	\$4,620.00		
7.5	Driveway, Paved, PCC, 6" depth	sy	107.7	70.00	\$7,539.00	48.6	\$5,234.22	50	\$5,385.00	42.3	\$4,555.71	123	\$13,247.10	78.99	\$8,507.22	55	\$5,923.50		
7.6	Curb & Gutter Removal	lf	101	20.00	\$2,020.00	7.8	\$787.80	15	\$1,515.00	12	\$1,212.00	4.5	\$454.50	17.73	\$1,790.73	21	\$2,121.00		
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>Division 8 - Traffic Control</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8.1	Temporary Traffic Control	ls	1	5000.00	\$5,000.00	2000	\$2,000.00	4500	\$4,500.00	4250	\$4,250.00	6275	\$6,275.00	6044.46	\$6,044.46	8400	\$8,400.00		
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>Division 9 - Sitework and Landscaping</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
9.1	Wattles	lf	500	3.50	\$1,750.00	1500	\$750,000.00	3	\$1,500.00	2.5	\$1,250.00	2.25	\$1,125.00	2.24	\$1,120.00	7	\$3,500.00		
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>Division 10 - Demolition</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>(Not Used)</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<i>Division 11 - Miscellaneous</i>					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
11.1	Construction Survey/Staking	ls	1	5000.00	\$5,000.00	4500	\$4,500.00	5500	\$5,500.00	2200	\$2,200.00	1285	\$1,285.00	6604.13	\$6,604.13	4000	\$4,000.00		
11.2	Pedestrian Facility Construction Survey & Staking	ls	1	1500.00	\$1,500.00	1500	\$1,500.00	4000	\$4,000.00	2200	\$2,200.00	675	\$675.00	1790.95	\$1,790.95	2500	\$2,500.00		
11.3	Mobilization	ls	1	10000.00	\$10,000.00	19141.72	\$19,141.72	19500	\$19,500.00	13047.48	\$13,047.48	16890	\$16,890.00	4477.37	\$4,477.37	10000	\$10,000.00		
11.4	Concrete Washout	ls	1	2000.00	\$2,000.00	1000	\$1,000.00	1000	\$1,000.00	1500	\$1,500.00	1065	\$1,065.00	785.54	\$785.54	4900	\$4,900.00		
SUBTOTAL BASE BID							\$197,587.00		\$905,699.11		\$170,484.40		\$174,760.15		\$186,162.60		\$194,054.04		\$201,887.50

Staff Report

REQUEST TO INITIATE ZONING TEXT AMENDMENT TO ELIMINATE PARKING REQUIREMENTS FOR RESIDENTIAL USES IN DOWNTOWN

December 22, 2020

BACKGROUND

City Council received a request from Jerry Nelson asking the City Council to consider eliminating parking requirements for small residential developments in Downtown. (See Attached Letter). The requestor believes loosening parking requirements would be desirable to facilitate small scale housing developments and rehabilitation of existing buildings.

Staff believes the issue of facilitating small scale residential development through conversions of existing space, or in some cases new buildings, warrants further discussion as to how it relates to our goals for supporting Downtown. **Due to the limited options for redevelopment downtown, its historic status, and the current abundance of public parking, it seems that trying to facilitate smaller mixed-use housing development that would otherwise not be financially feasible could be allowed. The downside is potentially encouraging undesirable redevelopment of historic sites, large scale rental apartment projects, and the eventual pressure on the public parking system with an intensification of residential uses that do not provide for parking.**

Residential parking is required at a rate of 1 space per unit in DSC zoning, the same as CSC zoning. The City's Rental Code reflects this same requirement in order to license a dwelling for rental purposes. The current parking rate is less than what is required for other apartment dwellings at a rate of 1 space per bedroom. Parking must be located on the same lot or remotely within 300 feet of the site. A remote site must be approved by City Council and available for the user in perpetuity. This means that the renting of spaces on an as needed basis does not meet this standard.

Staff believes there are multiple approaches to address the issue identified within the letter that could be discussed. The applicant requests that up to 18 apartment units be exempt from providing parking. This number was originally predicated on the idea that 18 parking spaces could be established on a typical 50x100-foot lot in downtown. Staff estimates that 11-14 spaces may fit on a lot, without factoring in landscaping requirements. Please note that new standalone parking lot is not a permitted use in Downtown due to minimum floor area ratio development standards. The idea of use of the 50x100-foot lot for parking is more in the context of keeping existing areas for parking rather than see them redevelop with other uses.

The proposal to reduce parking requirements is a policy issue for Downtown more than a technical zoning issue. Cities across the country must balance encouraging investment in core urban areas where parking is an expensive component of development with potential burdens to a public parking system if demand exceeds supply.

Although current parking rate of one space per unit is a reasonable parking standard for urban areas and generally a low parking requirement for new development, that does not mean that it could not be adjusted to support current Downtown Ames conditions and a desire to promote more housing in existing areas of the Downtown. This leads to a range of options to consider for changing parking rates. **Staff believes any changes should be tailored to facilitating small to medium sized projects and support of smaller apartment configurations so as to not unintentionally incentivize large scale housing development in Downtown.**

In terms of defining a small or medium sized project, staff would focus on a typical lot size configuration of Downtown, 50x100-foot lot, and focus on a three-story building template. 5,000 square feet of building area would likely yield 4 to 6 apartments per level if the whole area of a lot was used for a building. This means that 8-12 units would fit in three-story building configuration with retail on the ground floor and living area above. Staff's discussion below is predicated on this template for a 50x100 foot lot, although other configurations could occur.

Option 1- Waive All Parking for Apartments up to 18 Units (Original Request)

This option would support housing development of exist spaces and new development in a three to four-story prototype of ground floor commercial and apartments above. This level of waiver would incent consideration of more substantial renovations or redevelopments to increase density Downtown. By waiving all parking requirements there would be no connection to the Rental Code for providing parking. **Parking would be the responsibility of the tenant to find parking to rent or to park on the street where overnight parking is permitted.**

This option could be allowed for any range of units targeted to small or medium sized projects, such as the 8 to 12 units described by staff above. **Staff is not in favor of a broad brush waiver of all spaces for 18 apartments that allow for configurations of up to five bedrooms per apartment.** A waiver of parking could be established "by right" in the zoning standards or as an exception process subject to approval, like remote parking.

Option 2- Waive All Parking for 2-Bedroom Apartments up to 18 Units.

This option addresses parking requirements similar to the first option, but limits it to apartments with two or less bedrooms per unit. If the apartments had more bedrooms then the 1 space requirement would still apply. Providing the one space would be subject to zoning standards of on site or remote. It would also be required to comply with the Rental Code for providing parking as required. The number of apartments eligible for the waiver could be reduced as well.

Option 3- Apply Annual Rental Code Requirements and Eliminate Zoning Standards

The Rental Code requires landlords to provide parking as required by the Zoning Ordinance in terms of quantity, location, and desire elements. As mentioned above, the

issue of remote parking is a limiting factor Downtown due to the expectation of permeance to meet zoning standards. **As a more flexible remote parking option, would be to allow for providing for parking on an annual basis through the Rental Code Letter of Compliance process.** Staff believes this would allow for both the use of private parking areas in Downtown and even the use of designated/reserved City parking permits to meet this standard. **To accomplish this the City would likely need to revise its overnight parking policies to ensure there is opportunity for public parking locations to meet parking needs on an annual basis.**

Option 4 Require Parking In-Lieu Fee When Parking is Not Built On-Site.

To minimize the financial incentive of providing no parking and to address potential future needs to add parking supply, the City could establish a parking in-lieu fee. An in-lieu fee would be set by the City Council based upon the assumption of the City constructing future parking spaces. If a developer pays the fee, there is no obligation to provide parking on site. **Parking in lieu fees help to defray future costs to construct additional parking, but they are unlikely to fully fund a future parking ramp Downtown which ultimately be required to meet the increased parking demand.** The cost for the fee would likely range between the cost of a surface parking stall (est. \$4,000) and a parking stall within a parking structure (est. \$25,000).

STAFF COMMENTS:

Overall staff supports changes that facilitate additional living opportunities Downtown. Parking is often an impediment both financially and physically to supporting urban living choices. Although there are a wide range of changes to standards that could be considered, generally Council needs to consider potential changes to public parking spaces for overnight parking on-street or in City lots as well as changes to zoning for on-site parking requirements.

Our Downtown has underutilized public and private parking spaces that existing today that could support shared use and more housing Downtown. **Due to these conditions, staff supports an option that allows for more flexibility in residential development, especially when focused on the small to medium sized scale development that is complementary to the character of Downtown.**

Assuming that the City Council is in support of increasing Downtown housing, staff would recommend that City Council:

1. Initiate a zoning text amendment to reduce parking requirements based upon an option described above; and
2. Direct the City Manager to review options for changing overnight parking restrictions in Downtown.

Attachment A

November 6, 2020

RE: Downtown Residential Parking Requirements

Dear Mayor and Council:

The Downtown area and housing options have been a priority of City Councils for at least the past eight years but very little has happened to move the needle. After looking at pursuing a small-scale mixed-use project Downtown, it is apparent that parking regulations are a real impediment to both new projects as well as rehabbing under- or un-utilized, upper-floor units in existing buildings.

The current rule requiring one parking space per unit is not a viable option for a building that currently takes most or all of its lot area. For these properties, it is impossible to meet the requirement onsite without tearing down the building, which is both something that is not a good outcome as well as prohibitively expensive for the small number of parking spaces that would create.

While there are options in the code that allow for remote parking agreements, those spaces are required to be available essentially permanently for the specific use of residential units. The issue at hand is that there is precious little public or private land available for parking in the DSC let alone within the 300' radius required of remote parking as currently required. But even if it were, would we really want to reserve land for surface parking in our urban core in perpetuity?

These issues affect any potential project in the DSC but are especially acute for smaller projects where structured parking either will not fit or be so expensive per space on the site that no project occurs.

The end result is that no residential units will be built at a small scale or only large projects will be possible, simply because of parking. Keep in mind that there are already over 50 units downtown that are grandfathered in with no parking.

We respectfully request that Council refer to staff to put an item on a near-term future agenda that would eliminate the residential parking requirements of one space per unit in the DSC area to a maximum of the number of spaces that would fit on the property if it were a surface parking lot to a maximum of 18 spaces.

The risks of eliminating this requirement can be mitigated with future parking regulation changes and are small in consideration of what may be possible with its adoption.

Thank you for your consideration.



Jerry Nelson
Onondaga Investments

COUNCIL ACTION FORM

SUBJECT: VACATION OF PUBLIC UTILITY EASEMENT ACROSS PORTIONS OF SOUTHTOWN SUBDIVISION (300 AND 310 S 17TH ST)

BACKGROUND:

In 1974, with the Final Plat for Southtown Subdivision, a public utility easement was recorded along the north/south lot line between Lots 3 (300 S 17th St) and Lot 4 (310 S 17th St). Recently, a developer of the area has submitted a Plat of Survey to move this lot line which would mean that the public utility easement would fall well within the lot area and could hinder development of that lot. The developer has therefore requested this portion of easement be vacated.

Staff has reached out to right-of-way users to inventory what utilities (private and public) exist within the easement area. Ames Electric has private service lines that feed the existing parking lot lights. Ames Electric is supportive of vacating the easement and any changes to the parking lot light service will be paid for by the developer of the area. All other responses indicated the area to be clear of private utilities.

Attachment A is a map showing the location of the existing easement and Attachment B shows the proposed lot configuration and new easement. A new public utility easement will be included as part of the new plat, which will be recorded once approved.

ALTERNATIVES:

1. Set the date of public hearing as December 22, 2020 to approve the vacation of the aforementioned easement.
2. Do not proceed with the vacation of the aforementioned easement.

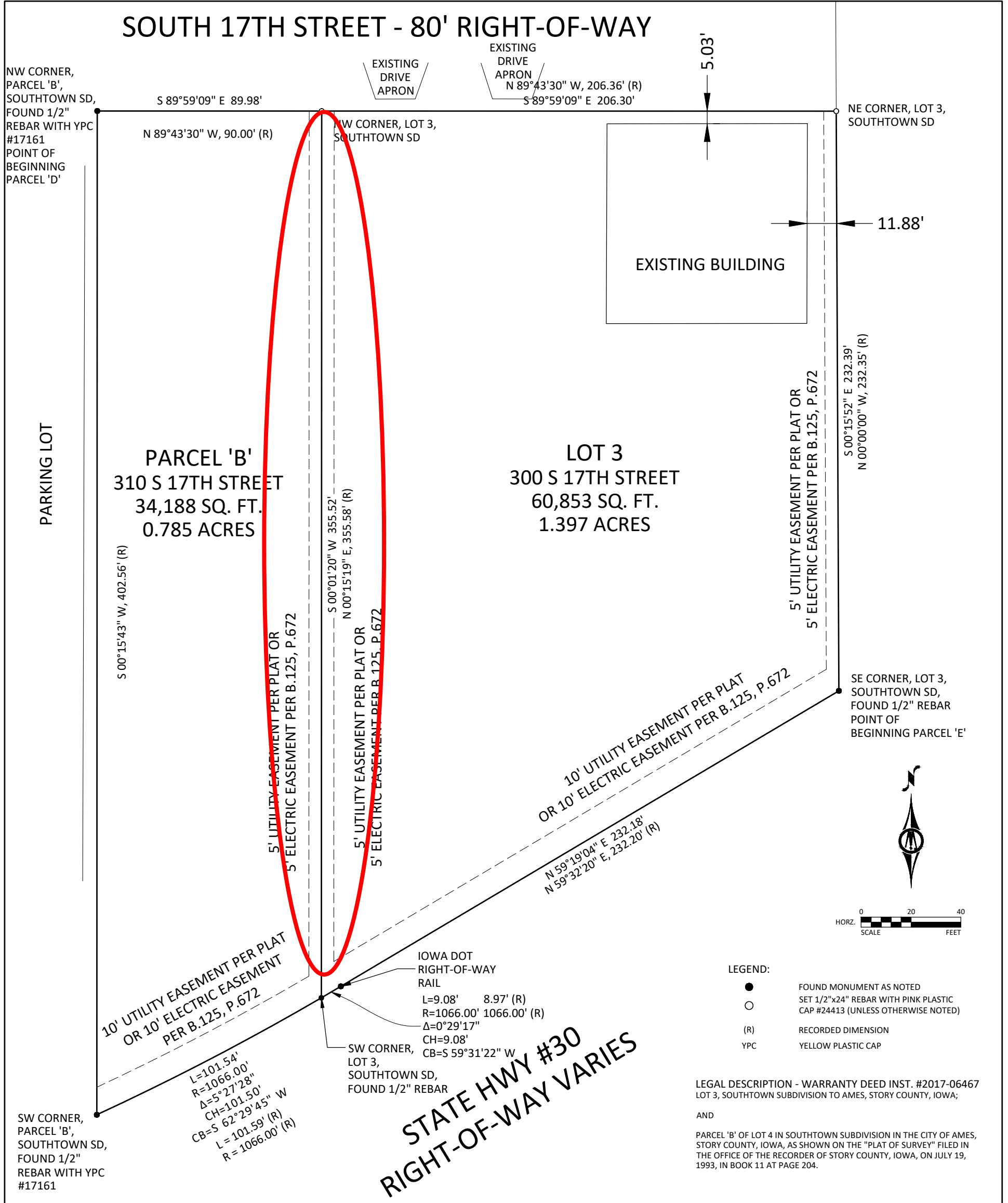
CITY MANAGER'S RECOMMENDED ACTION:

The public utility easement can be vacated because Electric is the only owner of existing facilities (parking lot lights), which will be relocated at the developer's expense.

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

INDEX LEGEND	
LOCATION	PARCEL 'B' AND LOT 3, ALL IN SOUTHTOWN SUBDIVISION, CITY OF AMES, STORY COUNTY, IOWA
REQUESTOR:	CHUCK WINKLEBLACK
PROPRIETOR:	SOUTH 17TH STREET, LLC
SURVEYOR:	LUKE D. AHRENS, P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100

FOR RECORDER USE ONLY



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

LUKE D. AHRENS L.S.
REG. NO. 24413 DATE: _____
MY LICENSE RENEWAL DATE IS 12/31/2021
PAGES OR SHEETS COVERED BY THIS SEAL: _____
THIS SHEET

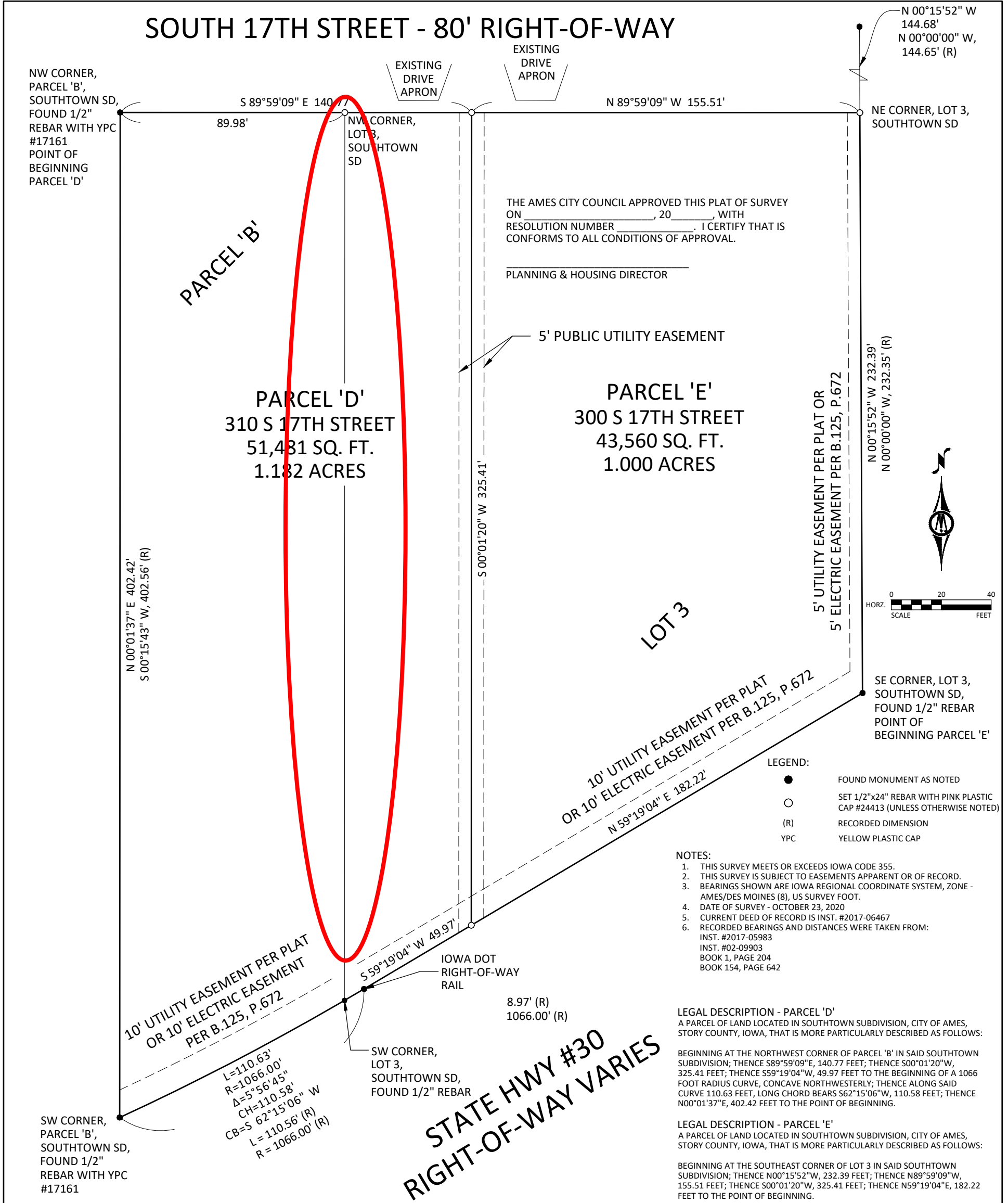
EXISTING CONDITIONS
PARCEL 'B' & LOT 3, SOUTHTOWN SUBDIVISION, CITY OF AMES, STORY COUNTY, IA

BOLTON & MENK
1519 BALTIMORE DRIVE
AMES, IOWA 50010
(515) 233-6100

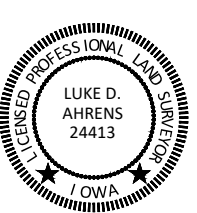
SHEET
1
OF
1

INDEX LEGEND	
LOCATION	PARCEL 'B' AND LOT 3, ALL IN SOUTHTOWN SUBDIVISION, CITY OF AMES, STORY COUNTY, IOWA
REQUESTOR:	CHUCK WINKLEBLACK
PROPRIETOR:	SOUTH 17TH STREET, LLC
SURVEYOR:	LUKE D. AHRENS, P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100

FOR RECORDER USE ONLY



© Bolton & Menk, Inc. 2018. All Rights Reserved



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

LUKE D. AHRENS L.S.

REG. NO. 24413 DATE: _____

MY LICENSE RENEWAL DATE IS 12/31/2021

PAGES OR SHEETS COVERED BY THIS SEAL: _____

THIS SHEET

PLAT OF SURVEY - BOUNDARY LINE ADJUSTMENT - PARCELS 'D' & 'E'
PARCEL 'B' & LOT 3, SOUTHTOWN SUBDIVISION, CITY OF AMES, STORY COUNTY, IA



1519 BALTIMORE DRIVE
AMES, IOWA 50010
(515) 233-6100

SHEET
1
OF
1

COUNCIL ACTION FORM

SUBJECT: ESTABLISHING A NEW INTENSIVE INDUSTRIAL ZONING (II) DISTRICT FOR THE EAST INDUSTRIAL PRAIRIE VIEW INDUSTRIAL CENTER

BACKGROUND:

At the September 22, 2020 City Council meeting the Council referred to staff a letter from the Ames Economic Development Commission (AEDC) to designate industrial zoning on land that is referred to as the Prairie View Industrial Center. The area was annexed in 2016 and contains 1,300 acres east of I-35 and on both sides of East Lincoln Way (Attachment A). The land has been zoned Agricultural since its annexation. The AEDC is now requesting an industrial zoning designation on portions of the land to facilitate recruitment and development of large-scale industrial businesses.

The City's intent at the time of annexation was to create development opportunities with large tracts of land to help diversify the employment base in Ames and contribute to the continued economic growth of the community. The vision for the Prairie View Industrial Center is to provide land for large general industrial uses, such as manufacturing, and to take advantage of rail access for properties along the north side of Lincoln Way.

The current Land Use Policy Plan (LUPP) designation for the area is Planned Industrial. Ames Plan 2040 also identifies Prairie View as an industrial employment area. Currently there are three industrial zoning classifications within the Zoning Ordinance: General Industrial (GI), Planned Industrial (PI), and Research Park Innovation District (RI). However, the Planned Industrial LUPP designation relates specifically to PI and RI zoning districts. General Industrial is its own separate category. Staff has determined that the current zoning choices do not completely match the desired outcomes for the Prairie View area. As a result, City Council initiated a text amendment to create a zoning district. **This report is for the creation of the zoning standards for a new industrial zoning district, it does not include rezoning of specific properties at this time.**

Staff's understanding for the area is to allow for the siting of large uses, similar in scale to Barilla. Staff believes that the new standards should contain design allowances similar to PI zoning in terms of generous setbacks while allowing for many of the industrial uses permitted similar to GI. Staff proposes that the front setbacks be greater (similar to PI) to ensure that potentially large uses are pushed back to allow adequate space for landscaping and screening. Staff also proposes a larger minimum lot of size and minimum frontage that matches PI compared to GI to ensure that lots can more easily accommodate all required elements of a site plan and to allow for adequate space for access points for heavy truck traffic.

Staff proposes that several of the main industrial uses allowed in either PI or GI be permitted in the proposed new industrial Zone, while excluding some other uses allowed in other industrial zones. Creating a new zoning district would allow a broad range of manufacturing, production, R&D, warehouse, and distribution uses that are not currently permissible in these combinations individually in either GI or PI.

The new proposed industrial zone permits a wide range of primary industrial classifications but restricts commercial uses as well as salvage yards, miscellaneous uses, Institutional Uses and vehicle service facilities. This is intended to facilitate industrial business development designed for large scale industrial uses. The addendum to this report below goes into more specific discussion of the proposed design and use standards.

Staff is not proposing to include any architectural design elements or site orientation requirements as part of the new zoning district. Neither GI or PI zoning has design standards or guidelines. Only the RI zoning district includes architectural design requirements.

AMES ECONOMIC DEVELOPMENT COMMISSION INPUT:

Staff reached out to the AEDC representatives to discuss how the new standards fit within the planned economic development goals for the area. Staff discussed the process for approval and the range of uses in correspondence with AEDC. AEDC is supportive of the proposed standards as allowing for a wide range of industrial uses, standards designed for large site development, and an approval process that matches other industrial zones. The increased height allowances and range of uses directly address the economic development goals for the area. The commenters noted that 15% landscaping/open space requirement could be substantial on a large site and lose site efficiency. Staff maintained the 15% requirement consistent with other zones due to the likely need for space to address stormwater, setbacks, front yard landscaping, and parking lot landscaping.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission reviewed the proposed standards at its December 16th meeting. The Commission asked staff questions regarding how the presence of heavy industry in this area and its relationship to the surrounding, including the east growth scenario discussed with Ames Plan 2040. Ames Plan 2040 included the Prairie View industrial area south of the railroad as a substantial employment center and outlined development options north of the railroad with commercial centers and potential residential. **Commission members expressed concern about potential nuisance factors and impacts to planned residential to the north.** Planning Director Kelly Diekmann described the planned sequence of development in the area and that if the uses in Prairie View occur first as intended, then the City would have to revisit some of the planning assumptions for East Growth. The East Growth was not viewed as the primary source of housing for Plan 2040 and other growth areas could pick up future long-term demand if needed.

Commission members also asked if Ames has an “odor board” to govern odors that may arise from industry. An example from Des Moines was discussed by the Commission. Commission members expressed some concern that future industries here may produce odors that may be difficult to control. Members also expressed concern over particulates which may be expelled from industrial processes with damaging effects on surrounding property. Staff discussed how the zoning process evaluates nuisance factors to minimize impacts if possible, including the requirements for a Use Analysis report as part of Site Plan review. **The Planning & Zoning commission felt it was important for Council to have these concerns in mind when moving forward with approval of this new industrial zone.**

The Planning & Zoning Commission voted 6-0 to recommend to the City Council approval of the Intensive Industrial Zone.

ALTERNATIVES:

1. The City Council can adopt on first reading a new industrial zoning district for the Prairie View Industrial Center based upon the proposed draft standards.
2. The City Council can approve on first reading a zoning text amendment with different draft standards.
3. The City Council can defer approval on first reading and request more information from City Staff.

CITY MANAGER’S RECOMMENDED ACTION:

Staff believes the proposed standards for this new zone are appropriate for the Prairie View Industrial Center given the intent to allow for “heavy” or traditional industrial uses. Staff believes the proposed zoning district and its standards will achieve the right mix of uses that make this area of the community distinct from other industrial areas. Planning for accessory and support service uses can be addressed at a later time when the patterns of development and character of the area is better understood.

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

ADDENDUM

Permitted Uses

The permitted uses in this district include Manufacturing, Processing, Resource Production and Extraction, Warehousing and Freight Storage and Industrial Services with the exception of Salvage Yards. This range of activities includes R&D uses, commercial manufacturing, food processing, fuel refineries, packing plants, and chemical production as some of the more intense options that are not easily sited within the City currently. Office uses when combined with Industrial uses will be permitted, however standalone office uses will not be permitted. Rail yards are prohibited as is the case in other industrial zones, the use of the land for a rail yard does not match the City's investment in infrastructure to support substantial employment opportunities. However, transload freight facilities and rail lines serving businesses will be permitted.

Restricted Uses

Retail, Entertainment and standalone Offices uses will be restricted as will wholesale trade uses. This will restrict restaurants, gas stations, retail outlets, movie theaters and all other commercial based operations along with wholesale trade businesses such as contractor businesses, rental facilities, parts repair and Agricultural equipment dealers. Institutional Uses, Miscellaneous Uses, and Vehicle Service Facilities will be restricted as well. Examples of these are universities, vocational and technical schools, daycares, auto repair businesses, auto dealerships, prisons and adult entertainment businesses. Salvage yards will not be permitted. Manufacturing and processing facilities are allowed to conduct retail activities on site as an accessory use per the allowances of the Zoning Ordinance.

Lot size and Frontage

Minimum lot sizes are proposed at 1 acre. This is the same as the PI zone which is intended to provide a minimum size lot to accommodate larger operations. A minimum of 200 feet for required street frontage will ensure access points for large trucks can be accommodated and meet spacing requirements from other nearby access points.

Height

Staff is proposing a maximum height limit in this new district of 150 feet compared to 100 feet in other industrial zones. This is more than any district currently allows in the zoning ordinance. Staff believes allowing heights of 150 feet in this zone reflect the larger scale of uses that may locate here and their related appurtenances. The height allowance is based upon the intended scale of large or traditional industrial uses, large amounts of land and space for separation in this area, and potential for new technologies or future uses to need concentrated areas of height increases. For example of scale, the Barilla plant has grain facilities that are 150 feet in height approved through a variance in the 1990s.

Examples of taller features for a large industrial use would be structures such as cooling towers, exhaust stacks, and testing or production areas that must extend higher to achieve a certain design interests of the user. **Staff is proposing to allow these taller features to extend up to 50 feet beyond the height limit of the zone with Planning Director approval. This will only apply to related features and not buildings.**

Setbacks

Setbacks are proposed to be similar to those of the PI zone. This allows for adequate space between buildings and streets to allow for landscaping and screening along with requiring that larger scale buildings be setback to reduce the appearance of the mass of an industrial operation from abutting streets. The proposed setbacks are 40 feet for front and street side setbacks with 20 feet for rear and interior side setbacks. A new feature to setbacks is that rear setbacks for uses abutting rail lines will be zero.

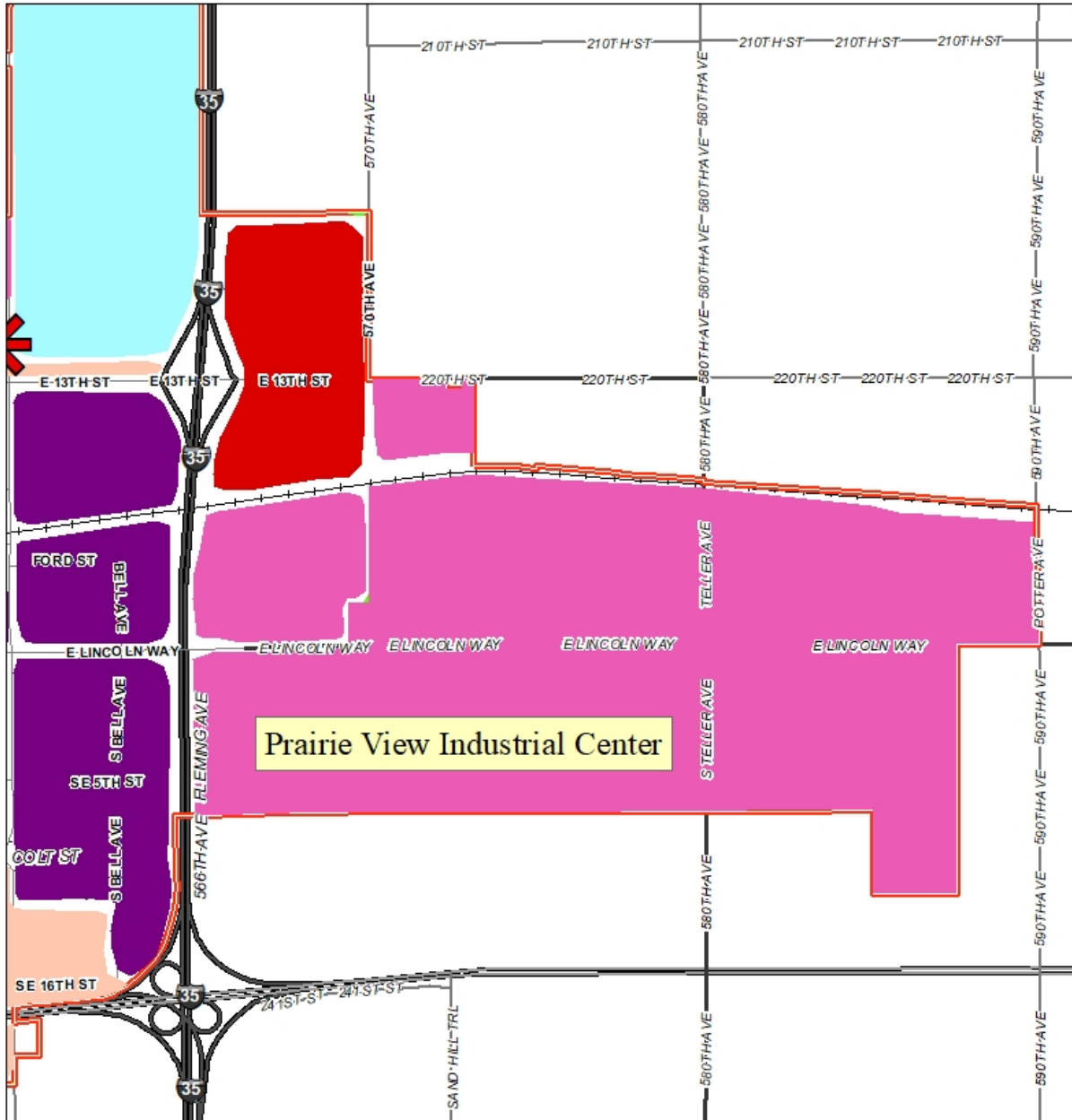
Building Coverage and Landscaped Area

The minimum required landscaped area and maximum building coverage are proposed to be the same as those in the GI zone. This will allow maximum building coverage of 85% with a minimum landscaped area of 15%. These allowances and requirements are viewed as allowing enough space to maximize building size for large scale industrial operations while requiring enough landscaping for front yard, parking lot and any potential perimeter/buffer yard landscaping.

Landscaping & Screening

Staff is proposing that in addition to the base landscape standards found in Section 29.403, additional screening be provided when external processing, storage and equipment is visible from abutting streets. This screening may be in the form of high shrubs or trees when necessary to minimize the negative appearance of unenclosed elements of a facility. This standard does not require full screening, only additional or denser landscaping plantings to minimize the appearance from streets.

Attachment A- Area Map



Prairie View Industrial Center



Attachment B- Proposed New Zoning Table

Sec. 29.904. "II" INTENSIVE INDUSTRIAL ZONE.

(1) **Purpose.** The Intensive Industrial Zone is designed to accommodate large and varied industrial business development in the area east of Interstate 35. The standards of this zone are intended to provide for an environment that permits large scale industrial development benefitting from development of large tracts of land adjacent to highways and rail lines. A site plan review process is required in order to assure such development and intensity of use occurs in a way that assures safe, functional, efficient and environmentally sound operations.

(2) **Permitted Uses.** The uses permitted in the II Zone are set forth in Table 29.904(2) below:

**Table 29.904(1)
Intensive Industrial (II) Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
RESIDENTIAL USES	N	--	--
OFFICE USES	Y when in combination with a permitted Industrial use on the same lot or parcel	SDP Minor	Staff
TRADE USES	N		
Entertainment, Restaurant and Recreation - General	N	--	--
Wholesale Trade	N	-	-
INDUSTRIAL USES			
Manufacturing/Processing	Y	SDP Minor	Staff
Resource Production/Extraction	Y	SDP Minor	Staff
Animal/Livestock	N		
Warehousing/ Freight Storage	Y	SDP Minor	Staff

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
Industrial Service (except Salvage Yards)	Y	SDP Minor	Staff
Waste-Processing and Transfer	Y	SP	ZBA
INSTITUTIONAL USES			
Child Day Care Facilities and Vocational/ Technical High Schools	N	-	-
Colleges and Universities	N		
TRANSPORTATION, COMMUNICATIONS, AND ESSENTIAL SERVICES			
Rail Yards	N	-	-
Rail Lines	Y	SDP Minor	Staff
Personal Wireless Communication Facilities	Y	SP	ZBA
MISCELLANEOUS USES			
Adult Entertainment Facilities	N	--	--
Commercial Outdoor Recreation	N	--	--
Detention Facilities	N		
Major Event			
Entertainment	N	--	--
Vehicle Servicing Facilities	N		

Y = Yes: permitted as indicated by required approval. N= No: prohibited

SP = Special Use Permit required: See Section 29.1503

SDP Minor = Site Development Plan Minor: See Section 29.1502(3)
SDP Major = Site Development Plan Major: See Section 29.1502(4)

ZBA = Zoning Board of Adjustment

(3) **Zone Development Standards.** The zone development standards applicable in the II Zone are set forth in Table 29.901(3) below:

Table 29.904(2)
Intensive Industrial (II) Zone Development Standards

DEVELOPMENT STANDARD	II ZONE
Minimum Lot Area	1 acre
Minimum Frontage	200 ft. if located along a collector or arterial street -or- 100 feet with approved shared access. Local street frontage minimum of 100 feet.
Minimum Building Setbacks	
Front and Street Side Lot Line	40 ft.
Side and Rear Lot Lines	20 ft.
Rear setback abutting rail lines	0
Maximum Building Coverage	85%
Minimum Landscaped Area	15%
Landscaping	See Section 29.403
Additional Screening required	Through Site Development Plan review the Planning Director may require additional dense and/or enhanced landscaping for uses with external processes, storage, and equipment visible from abutting streets.

Maximum Height	150 ft. (200 ft. for related appurtenances with Planning Director approval.)
Parking Allowed Between Building and Streets	Yes
Drive-Through Facilities Permitted	N
Outdoor Display Permitted	Yes. See Section 29.405
Outdoor Storage Permitted	Yes. See Section 29.405
Trucks and Equipment Permitted	Yes

(4) **Site Development Plan Requirements.**

(a) In addition to Minor or Major Site Development Plan submittals, a Use Analysis Report shall be prepared by the applicant that shows the following:

- (i) approximate number of employees;
- (ii) approximate utility needs and effect upon existing systems, e.g., projected water demand (Gallons Per Minute or Gallons Per Day), waste water generation (Gallons per Day + Chemical Oxygen Demand or Biochemical Oxygen Demand) electricity demand (Kilowatts), storm water increase (Cubic Feet Per Second), solid waste generation (tons); and...

(iii) possible nuisance factors and means for alleviating those factors, such as noise, odor, smoke, dust, or fumes, vibration, heat.

(b) No Site Development Plan approval will be issued for any use in the II District if the determination is made by the approving authority exercising independent judgment, that there is reason to believe that the proposed use or structure, as presented by the application, will create a nuisance in terms of diminished air quality, smoke, noise, toxic matter, odor, vibration, glare, sewage waste, water quality, street system capacity, heat or other condition detrimental to the public health and safety or reasonable use, enjoyment and value of other properties; or diminish the quality or quantity of any utility service presently provided by the City. Furthermore, no approval or permit shall be issued unless there is compliance with all other applicable City, state and federal regulations.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY ENACTING A NEW SECTION 29.904 THEREOF, FOR THE PURPOSE OF ESTABLISHING A NEW INTENSIVE INDUSTRIAL ZONING (II) DISTRICT FOR THE EAST INDUSTRIAL PRAIRIE VIEW INDUSTRIAL CENTER; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ENACTED, by the City Council for the City of Ames, Iowa, that:

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting a new Section 29.904 as follows:

“Sec. 29.904. "II" INTENSIVE INDUSTRIAL ZONE.

(1) **Purpose.** The Intensive Industrial Zone is designed to accommodate large and varied industrial business development in the area east of Interstate 35. The standards of this zone are intended to provide for an environment that permits large scale industrial development upon large tracts of land adjacent to highways and rail lines. A site plan review process is required in order to assure such development and intensity of use occurs in a way that assures safe, functional, efficient and environmentally sound operations.

(2) **Permitted Uses.** The uses permitted in the II Zone are set forth in Table 29.904(1) below:

**Table 29.904(1)
Intensive Industrial (II) Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
RESIDENTIAL USES	N	--	--
OFFICE USES	Y when in combination with a permitted Industrial use on the same lot or parcel	SDP Minor	Staff
TRADE USES	N		
Entertainment, Restaurant and Recreation - General	N	--	--
Wholesale Trade	N	-	-
INDUSTRIAL USES			
Manufacturing/Processing	Y	SDP Minor	Staff
Resource Production/Extraction	Y	SDP Minor	Staff
Animal/Livestock	N		
Warehousing/ Freight Storage	Y	SDP Minor	Staff

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
Industrial Service (except Salvage Yards)	Y	SDP Minor	Staff
Waste-Processing and Transfer	Y	SP	ZBA
INSTITUTIONAL USES			
Child Day Care Facilities and Vocational/ Technical High Schools	N	-	-
Colleges and Universities	N		
TRANSPORTATION, COMMUNICATIONS, AND ESSENTIAL SERVICES			
Rail Yards	N	-	-
Rail Lines	Y	SDP Minor	Staff
Personal Wireless Communication Facilities	Y	SP	ZBA
MISCELLANEOUS USES			
Adult Entertainment Facilities	N	--	--
Commercial Outdoor Recreation	N	--	--
Detention Facilities	N		
Major Event Entertainment	N	--	--
Vehicle Servicing Facilities	N		

- Y = Yes: permitted as indicated by required approval.
N = No: prohibited
SP = Special Use Permit required: See Section 29.1503
SDP Minor = Site Development Plan Minor: See Section 29.1502(3)
SDP Major = Site Development Plan Major: See Section 29.1502(4)
ZBA = Zoning Board of Adjustment

(3) **Zone Development Standards.** The zone development standards applicable in the II Zone are set forth in Table 29.901(2) below:

**Table 29.904(2)
Intensive Industrial (II) Zone Development Standards**

DEVELOPMENT STANDARD	GI ZONE
Minimum Lot Area	1 acre
Minimum Frontage	200 ft. if located along a collector or arterial street -or- 100 feet with approved shared access. Local street frontage minimum of 100 feet.
Minimum Building Setbacks	
Front and Street Side Lot Line	40 ft.
Side and Rear Lot Lines	20 ft.
Rear setback abutting rail lines	0
Maximum Building Coverage	85%
Minimum Landscaped Area	15%
Landscaping	See Section 29.403
Additional Screening required	Through Site Development Plan review the Planning Director may require additional dense and/or enhanced landscaping for uses with external processes, storage, and equipment visible from abutting streets.
Maximum Height	150 ft. (200 ft. for related appurtenances with Planning Director approval.)
Parking Allowed Between Building and Streets	Yes
Drive-Through Facilities Permitted	N
Outdoor Display Permitted	Yes. See Section 29.405

Outdoor Storage Permitted	Yes. See Section 29.405
Trucks and Equipment Permitted	Yes

(4) **Site Development Plan Requirements.**

(a) In addition to Minor or Major Site Development Plan submittals, a Use Analysis Report shall be prepared by the applicant that shows the following:

- (i) approximate number of employees;
- (ii) approximate utility needs and effect upon existing systems, e.g., projected water demand (Gallons Per Minute or Gallons Per Day), waste water generation (Gallons per Day + Chemical Oxygen Demand or Biochemical Oxygen Demand) electricity demand (Kilowatts), storm water increase (Cubic Feet Per Second), solid waste generation (tons); and

(iii) possible nuisance factors and means for alleviating those factors, such as noise, odor, smoke, dust, or fumes, vibration, heat.

(b) No Site Development Plan approval will be issued for any use in the II District if the determination is made by the approving authority exercising independent judgment, that there is reason to believe that the proposed use or structure, as presented by the application, will create a nuisance in terms of diminished air quality, smoke, noise, toxic matter, odor, vibration, glare, sewage waste, water quality, street system capacity, heat or other condition detrimental to the public health and safety or reasonable use, enjoyment and value of other properties; or diminish the quality or quantity of any utility service presently provided by the City. Furthermore, no approval or permit shall be issued unless there is compliance with all other applicable City, state and federal regulations.”

Section Two. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict, if any.

Section Three. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

John A. Haila, Mayor

COUNCIL ACTION FORM

SUBJECT: Sale of Property and Agreements with Prairie Fire Corporation and Builder's Development Corporation in conjunction with a Low-Income Housing Tax Credit (LIHTC) Application for a multi-family housing development in the Baker Subdivision (321 State Avenue).

BACKGROUND:

At the October 27th City Council meeting, the City Council selected Prairie Fire Development Corporation as the preferred developer to partner with the City to prepare and submit a LIHTC application for multi-family housing in the Baker Subdivision, 321 State Avenue (see attachment A) to the Iowa Finance Authority (IFA) in March 2021.

Prairie Fire Development was chosen based upon their housing development experience (including LIHTC projects), their unique proposed building design and layout, two rental housing types (apartments and townhouses) of which 87% would be made affordable to households at 60% of less of the Ames Area Media Income Limits), and the ability of their proposed project to receive the highest LIHTC points possible (155 pts) for a project at this location.

As part of the proposal, Prairie Fire offered to purchase the site for \$2,500, contingent on receiving tax credit approval. Additionally, Prairie Fire must demonstrate site control of the property at the time of submitting the LIHTC application to IFA. This requires that Prairie Fire and the City enter into an Option Agreement to transfer the property to Prairie Fire prior to submitting their LIHTC application. With the Option Agreement the City is committed to transferring the property to Prairie Fire, subject to its terms (one of which is the approval of the LIHTC incentive), for a period of nine months from the time of the application submittal. In order to comply with state law concerning the transfer or sale of public property, a public hearing must be held before entering into the Option Agreement. Thereby, at their December 8, 2020 City Council meeting, City Council set December 22, 2020 as the date of public hearing for this proposed sale through an Option Agreement.

City Council should note that Prairie Fire will be creating a joint venture with Builder's Development Corporation (BCD), a non-profit entity that will be responsible for the on-site management of the units, to develop the project, prior to the submittal of the application to IFA. This will require an addendum to the Option Agreement when this occurs.

In addition to the Option Agreement the City, Prairie Development and Builder's Development Corporation will be entering into a development agreement. The Developer's Agreement lays out the terms and conditions of both parties for meeting the application requirements set forth by IFA, that includes: Definitions and Rules of

Construction; Representation, Warranties and Covenants; Restrictions On Us; Conditions Precedent to Developer's Performance; Pre-Construction Activities; Construction of Infrastructure; Property Transfer; Development Plan & Construction of Project Improvements; Default and Termination; Estoppel; Special Covenant and Damages for Breach; Risk of Loss and Insurance; Compliance with Applicable Laws; Liens; Indemnification; Assignment; Equal Employment Opportunity; American with Disabilities; and Miscellaneous Provisions.

Attached for the City Council's review and approval are copies of the Option Agreement and the Developer's Agreement. It should be noted that prior to the City Council meeting, the documents were posted on the City's housing website at www.cityofames.org/housing.

Subsequent to approving the development agreement with Prairie Fire, the developer will work on updates to the Concept Plan based upon the discussion by City Council on October 27th and staff's preliminary review comments addressing site layout, units, and appearance. An updated Concept Plan will be presented to City Council for acceptance in February in order to finalize the LIHTC application for March. A final Development Plan will be approved at a later date by City Council if the project is approved for LIHTC.

ALTERNATIVES:

1. City Council can adopt a resolution approving:
 - a. The Option Agreement for the sale of the site to Prairie Fire Development; and
 - b. The Developer's Agreement between the City of Ames, Prairie Fire Corporation and Builder's Development Corporation. The City will then partner with them to submit a LIHTC application to IFA for multi-family housing units in the Baker Subdivision (321 State Avenue) by the March 10, 2021 application deadline.
2. City Council can adopt a resolution a) the Option Agreement for the sale of the site to Prairie Fire Development; and b) the Developer's Agreement between the City of Ames, Prairie Fire Corporation and Builder's Development Corporation. The City will then partner with them to submit a LIHTC application to IFA for multi-family housing units in the Baker Subdivision (321 State Avenue) by the March 10, 2021 application deadline **with modifications**.
3. City Council can decline to adopt a resolution approving a) the Option Agreement for the sale of the site to Prairie Fire Development; and b) the Developer's Agreement between the City of Ames, Prairie Fire Corporation and Builder's Development Corporation.

CITY MANAGER’S RECOMMENDED ACTION:

Staff has been working diligently with Prairie Fire and Builder’s Development Corporation to finalize the Developer’s Agreement that addresses the desire of the City to move forward with a LIHTC application that meets the IFA requirements. The concept plan will be updated by the developer prior to submitting the application in March, but final Site Development Plan and building permit plans will not be prepared unless the developer receives an award of tax credits. Award of tax credits is expected in August 2021. The developers then would complete design and site acquisition in the winter with a plan for construction to begin spring of 2022 and a plan for occupancy to begin in the summer of 2023.

The Option Agreement will bind the sale of the property, subject to its terms, to Prairie Fire for a period of nine months from the submittal of the LIHTC application. Additionally, approval of the Development Agreement identifies City and developer obligations for building affordable housing, include the City’s reservation of at least \$250,000 of local HOME funds.

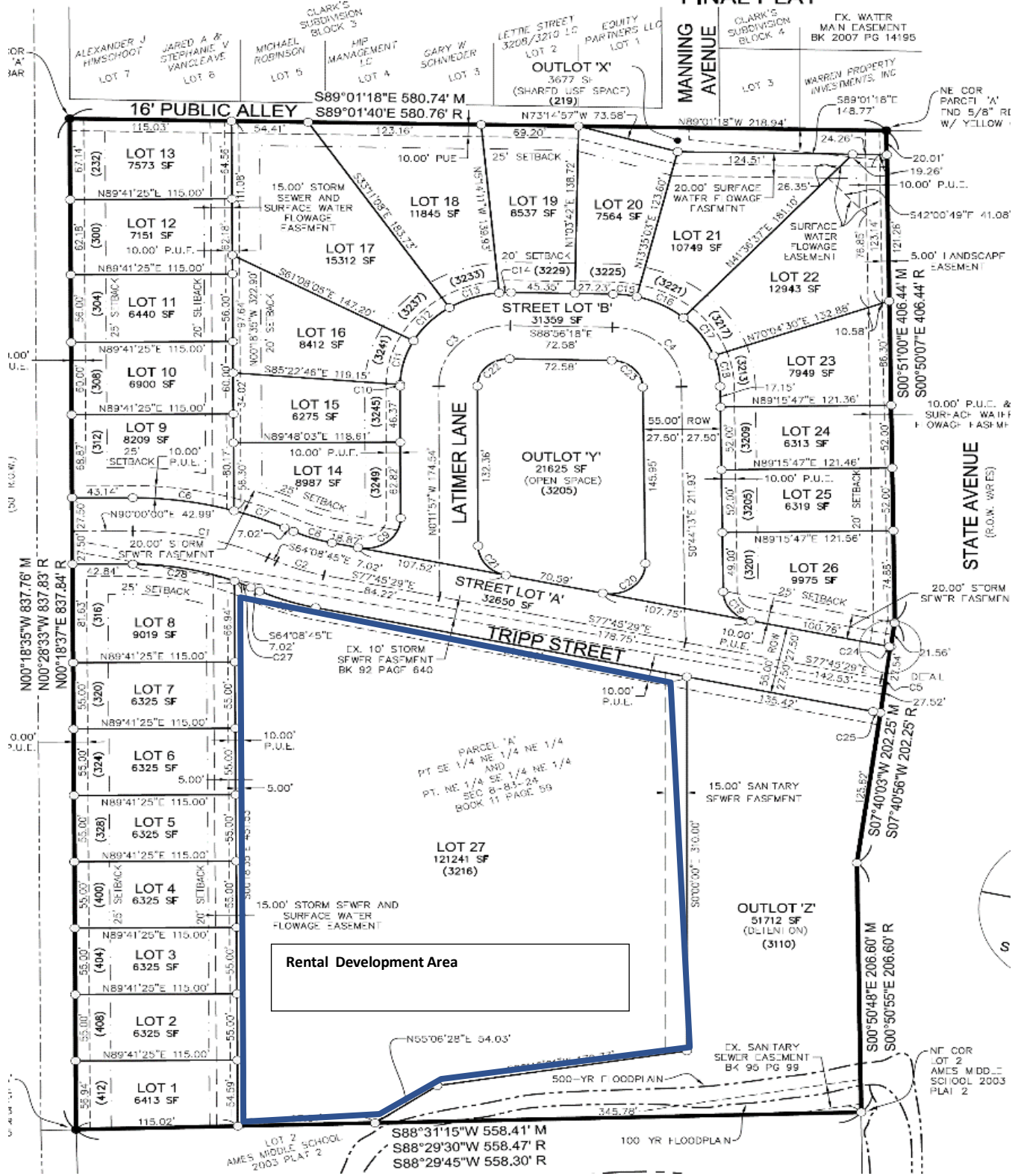
As noted during the October meeting, HOME funds are separate from CDBG funds and can be used to directly assist in the construction of affordable housing. To date, the City has been allocated three years (2018-2021) of HOME funding, which has an approximate balance of \$1.2 million dollars (not including program administration). The City can consider utilizing up to approximately \$500,000 of HOME Funds for this LIHTC project without compromising use of the funds for the construction of single-family homes on the north side of the subdivision. Developer assistance with HOME funds would not occur until after award and closing on the acquisition of the property in 2022. **Also, the exact amount of HOME funds request may need to be adjusted depending if Davis Bacon wage rates would be required on the project.**

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 thereby approving the attached a) Option Agreement to purchase Lot 27 of the Baker Subdivision for \$2,500 by the Prairie Fire Corporation and Builder’s Development Corporation and b) Developer’s Agreement between the City of Ames, Prairie Fire Corporation and Builder’s Development Corporation.

ATTACHMENT A--Location Map

BAKER SUBDIVISION

FINAL PLAT



S P A C E A B O V E R E S E R V E D F O R O F F I C I A L U S E

Return document to: City Clerk, 515 Clark Avenue, Ames IA 50010

Document prepared by: Victoria A. Feilmeyer, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010 – 515-239-5146

OPTION AGREEMENT FOR PURCHASE OF REAL ESTATE

THIS AGREEMENT, made and entered into on this _____ day of December 2020, (the Effective Date”), by and between Prairie Fire Development Group, LLC, whose address for the purpose of this Agreement is 770 East 5th Street, Kansas City MO 64106, (the “Buyer”) and the City of Ames, Iowa, a Municipal Corporation, (the “City”) whose address for the purpose of this Agreement is 515 Clark Avenue, Ames, IA 50010.

WHEREAS, the City owns the real property legally known as “Lot 27, Baker Subdivision, Ames, Story County, Iowa” (the “Real Estate”).

WHEREAS, Buyer desires to obtain an option, in accordance with the terms herein, to purchase the Real Estate from the City, subject to the terms outlined below.

WHEREAS, the Parties have reached an agreement on the terms and provisions for the option to purchase and wish to herein reduce their agreement to writing for formal execution and acknowledgement.

IT IS THEREFORE AGREED as follows, to-wit:

1. **Optioned Property:** City hereby grants to Buyer the exclusive right of option to purchase the Real Estate legally described above.
2. **Option Payment:** City hereby acknowledges as consideration for this option, the receipt of the sum of ten dollars and no cents (\$10.00), plus the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
3. **Option Term:** Buyer shall have the exclusive right to exercise the option for a period of nine (9) months following the 2021 Iowa Finance Authority low income housing tax credit (“LIHTC”) application due date as established by the 2020-2021 Nine Percent (9%) Qualified Action Plan. In the event Buyer fails to file said application by said

established due date, or in the event Buyer does not receive the LIHTC award, Buyer shall notify City within ten (10) business days after the due date or the date that the Iowa Finance Authority notifies the public of the LIHTC awards of such non-award, which ever date applies first, and this Agreement shall automatically terminate, the Option shall expire, and neither Party shall have any further rights and/or duties hereunder.

4. **Purchase Price:** The purchase price to be paid by Buyer shall be two thousand five hundred dollars and no cents (\$2,500.00) (the "Purchase Price").
5. **Closing:** Unless the Parties mutually agree to a deferred date, possession shall be delivered and closing shall occur within thirty (30) days after Buyer exercises said option, execution of the below noted Development Agreement, and delivery by the City of an abstract showing marketable title. For this Agreement, both Parties acknowledge that time is of the essence. At Closing, Buyer shall deliver to the Closing Agent the following:
 - a. An electronic wire transfer of good federal funds in the amount of the balance of the cash portion of the Purchase Price, plus all other applicable costs, expenses and fees.
 - b. The Settlement Statement prepared by the Closing Agent and executed by Buyer.
 - c. All other documents reasonably required by the Closing Agent to satisfy the remainder of its requirements described in the Commitment.
6. **Access to Real Estate:** City agrees that during the Option Term, Buyer and Buyer's employees, designated agents and contractors shall have the right upon 24 hours advanced notice to the City (or shorter time period if approved by City) to enter the Real Estate for purposes of conducting any inspections and/or tests as provided hereunder. Buyer, at its sole expense, may inspect and make soil and other tests at any reasonable time during the Option Term. Buyer agrees to repair any damage to the Property caused by Buyer's exercise of its rights under this section. Buyer shall indemnify and hold City harmless with respect to all costs and expenses (including, without limitation reasonable attorneys' fees) incurred by City due to Buyer's (i) entry onto the Real Estate, and (ii) failure to repair any damage to the Real Estate caused by Buyer's entry onto the Real Estate. This provision shall survive the Closing or termination of this Agreement.
7. **City's Representations and Warranties:** As a material inducement to the execution and delivery of this Agreement by Buyer and the performance by Buyer of its duties and obligations hereunder, City does hereby warrant and represent to Buyer of the Effective Date, and as of the date of Closing:
 - a. Information: Except as set forth herein, City has no knowledge of any information affecting the Real Estate that has or would have a material adverse impact on Buyer's ability to use, lease and operate the Real Estate for Buyer's

intended use, herein defined as for the purposes of constructing housing as applied for in the 2021 Iowa Finance Authority LIHTC application.

- b. **Legal Compliance:** To the best of the City's knowledge, and except as disclosed in writing to Buyer prior to the expiration of the Option Term, there are no past or continuing violation, or alleged violation, of any legal requirement affecting the Real Estate; including, without limitation, any past or continuing violation or alleged violation of any local, state or federal environmental, building, zoning, subdivision, fire or other law, statute, ordinance, code, regulation rule or order (collectively, "Laws").
 - c. **Litigation:** To the best of the City's knowledge, there are no pending or threatened claims, actions, suits, litigation or governmental proceeding affecting the Real Estate or which could result in a potential lien against the Real Property.
 - d. **Other Agreements:** To the best of the City's knowledge, there are no agreements or understandings, oral or written, with any person, entity or governmental authority affecting the Real Estate which could give rise to claims affecting the Real Estate.
 - e. **Governmental Actions:** To best of the City's knowledge, there are no threatened or pending condemnation or eminent domain proceeding, special assessment, rezoning or moratorium affecting the Real Estate.
 - f. **Environmental Matters:** To the best of the City's knowledge, the Real Estate in not in violation of any environmental laws.
 - g. **Authority:** City has the full right, power and authority to sell, convey and transfer the Real Estate as provided in this Agreement. The execution and delivery of this Agreement is, and the execution and deliver of all documents required of City hereunder when delivered by City will be, duly authorized, validly and legally binding upon City and enforceable in accordance with their respective terms, and City shall provide such documentation to Buyer and to the Closing Agent sufficient to evidence such authority.
8. **Development Agreement & Updated Concept Plan:** This Agreement is contingent upon both Parties mutually agreeing to and executing a concurrent Development Agreement between the Parties. This Agreement is also contingent upon the Buyer submitting for approval an updated Concept Plan as identified in Section 5.01(a)(i) of the concurrent Development Agreement, which shall include, but not be limited to, development plans for the vacant lot, time lines for said development, and possible incentives offered by City for Completion of said Development.
9. **Abstract and Title:** Seller agrees to deliver forthwith to Buyer for Buyer's examination an abstract of title to the Real Property continued at Seller's expense to the date of this Agreement showing merchantable title in conformity with this Agreement, Iowa State Bar Association's Iowa Land Title Standards, and Iowa land title law. After Buyer's examination, the abstract shall be held by Seller. With delivery

of the deed, Seller shall deliver the abstract to Buyer. Seller agrees to pay for any additional abstracting which may be required by acts, omissions or change in the legal status of Seller occurring before delivery of deed.

10. **Real Property Taxes.** The City shall be responsible for all property taxes, if any, due on the property prior to the closing date. Buyer agrees to pay, before they become delinquent, all other real property taxes levied upon the Real Property.
11. **Assessments:** City shall pay all assessments which are liens as of the date of closing.
12. **Insurance:** City shall retain liability insurance on the premises until the date of closing when possession is transferred to buyer.
13. **Deed:** Upon payment of the purchase price, City shall execute and deliver to Buyer or its successor or assign a Deed conveying to Buyer the City's interest in the real property, in fee simple absolute, free and clear of all liens, and encumbrances, except those excepted only for recorded easements.
14. **Condition of the Property:** City shall maintain the Real Property in the condition substantially the same as it exists on the date of this Agreement until the date of Closing, except as provided by this Agreement and except for ordinary wear and tear.
15. **Failure to Exercise Option:** In the event Buyer fails or neglects to timely exercise the option or in any other manner fails to timely fulfill the terms of this Agreement, all sums paid to the City shall be forfeited to and become the property of City and neither party shall have any further rights or claims against the other.
16. **Assignment:** It is expressly agreed and understood that neither Party shall assign their interest and/or benefits of this Agreement without first obtaining prior written consent from the other Party. Either Party may choose to refuse consent of said assignment for any reason or for no reason at all.
17. **Successors and Assigns:** Should either party agree to allow an assignment of this Agreement, this Agreement shall become binding upon and insures to the benefit of successors and assigns.
18. **Entire Agreement:** This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior oral or written agreements, statements, representations, and promises. No addition to or change in the terms of this Agreement shall be binding upon the parties unless it is expressed in a writing signed by the parties.
19. **Modification of Agreement:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.
20. **Interpretation:** This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement. This Agreement may be executed in any number

of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

21. **Governing Law:** This Agreement and rights and duties hereunder shall be construed in accordance with the laws of the state of Iowa. Venue for any dispute shall be in the appropriate state or federal court in the State of Iowa.
22. **Section Headings:** The titles to the Sections of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aide in the interpretation of the provisions of this Agreement.

[S I G N A T U R E P A G E S T O F O L L O W]

**PRAIRIE FIRE DEVELOPMENT
GROUP, LLC**

Dated _____, 2020.

By:

Kelley Hrabe, Manager

STATE OF _____, COUNTY OF _____, SS.:

This instrument was acknowledged before me on December _____, 2020, by Kelley Hrabe, as Manager of Prairie Fire Development Group, LLC.

NOTARY PUBLIC

Passed and approved on _____, 2020, by Resolution No. 20 - _____ adopted by the City Council of the City of Ames, Iowa.

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2020, by John A. Haila and Diane R. Voss, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC

DEVELOPMENT AGREEMENT

Between

CITY OF AMES, IOWA

And

PRAIRIE FIRE DEVELOPMENT GROUP, LLC

BUILDERS DEVELOPMENT CORPORATION, LLC

December 22, 2020

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into effective as of the ____ day of _____, 2020 ("**Effective Date**") by **CITY OF AMES, IOWA** (the "**City**"), a municipal corporation duly organized under the laws of the State of Iowa, and **PRAIRIE FIRE DEVELOPMENT GROUP, LLC** ("**PFDG**"), a Kansas limited liability company and **BUILDERS DEVELOPMENT CORPORATION** ("**BDC**"), a Missouri corporation (each, a "**Party**" and together, the City and the Developer are referred to as the "**Parties**").

RECITALS

A. The City is a municipal corporation duly organized under the laws of the State of Iowa.

B. The Developer is a joint venture between PFDG and BDC, with the mailing address of 770 E. 5th Street, Kansas City, Missouri 64106, and are both authorized to do business in the State of Iowa.

C. The City is the owner of certain real property (the "**Property**") legally described as Lot 27, Baker Subdivision, Ames, Iowa, and desires to have the Property developed with affordable housing as described in its Request For Proposals (RFP) dated August 3, 2020.

D. The Developer's Proposal, itself or by and through an Affiliate, was selected by the City of Ames, Iowa, in response to the RFP to apply for a 9% Low Income Housing Tax Credit application with the Iowa Housing Finance Agency ("**IFA**") on October 27, 2020.

E. Developer intends to apply for a 9% low income housing tax credit allocation from the Iowa Housing Finance Agency ("**IFA**") to implement development of the Property (the "**Tax Credit Transaction**")

F. The City has agreed to sell the Property to Developer for \$2,500, contingent upon approval of a 9% tax credit allocation from IFA and will outline the details of this in an option agreement prior to application submittal. The terms of said option agreement (the "**Option Agreement**") are subject to approval by the City Council.

G. The City is the owner of certain real property (the "**Property**") legally described in the attached Exhibit A which Developer is desirous of acquiring and developing in accordance with the terms of this Agreement. The City and the Developer acknowledge that the City purchased the property using Community Development Block Grant (CDBG) funds appropriated by the federal government.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement and other good and valuable mutual consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions. In addition to those capitalized terms defined elsewhere in this Agreement, the following terms shall have the following meanings as used in this Agreement:

“Affordable” means housing for rent to persons with an income below sixty percent (60%) of the area median income in accordance with the Low-Income Housing Tax Credit program requirements and approved mix of low and very low-income units for the Project. Area median income will be based on current income guidelines published annually by the Department of Housing and Urban Development.

“Affordable Housing Requirement” means a minimum of 31 of 36 housing units, or as otherwise agreed upon by the City, will be affordable and available for rent, pursuant to this agreement. The Affordable Housing Requirement is in furtherance of the City’s objective to provide Affordable housing and promote a diverse neighborhood as an integral part of the Project.

"Agreement" means this Development Agreement, entered by the City and the Developer.

"Applicable Laws" means all then applicable statutes, laws, rules, regulations, ordinances, decrees, writs, judgments, orders and administrative and judicial opinions enacted, promulgated and/or issued by any federal, state, county, municipal or local governmental, quasi-governmental, administrative or judicial authority, body, agency, bureau, department or tribunal.

"City" means the City of Ames, Iowa, a municipal corporation duly organized under the laws of the State of Iowa, and its successors and assigns and any surviving, resulting or transferee entity.

“City Code” means the zoning and building codes and ordinances of the City applicable to the Project.

"City Council" means the City Council of the City.

“Concept Plan” means the preliminary development concept plan, inclusive of site design and housing affordability requirements, to be submitted for approval by Staff and City Council prior to submittal to IFA as part of the LIHTC application due in March 2021. The Concept Plan is to be based upon the initial RFP submittal approved by the City Council.

"Cure Period" means a period of sixty (60) days after written notice is given by a non-defaulting party to the defaulting party of an Event of Default, as defined in Article IX of this Agreement, during which time the defaulting party may cure any such Event of Default provided such defaulting party is pursuing such cure in good faith and with due diligence.

"Development Team" means the Developer, personnel from Developer's members and qualified third-party consultants selected in accordance with this Agreement with expertise in the design, architecture, engineering, and development of affordable housing projects that are of the same or higher caliber of the Project envisioned by the City and as may be needed from time to time for the Developer to meet its obligations under this Agreement.

"Force Majeure Conditions" means a condition by reason of which the construction of the Project Improvements or completion of all or any of the Project is delayed, prevented or materially impeded through no fault of the Developer, due to acts of God, prohibitive or seasonal weather conditions, strikes, lockouts, labor troubles, inability to procure materials, failure of power, extreme and extraordinary governmental delay, riots or other events or circumstances beyond such Party's control; provided, however that the Developer has given written notice to the City of the existence of the condition reasonably promptly after first becoming aware of the condition.

"Hazardous Substances" means dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances as defined by federal, state or local law, regulation or ruling and also any urea formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant, or contaminant which would subject the owner or mortgagee or any holder to any damages, penalties or liabilities under any applicable federal, state or local law, regulation or ruling.

"HOME" means the HOME Investment Partnerships Program (HOME), a type of federal assistance provided by the U.S. Department of Housing and Urban Development (HUD) to provide affordable housing, particularly housing for low- and very low-income Americans. The City of Ames is a recipient of HOME Funds.

"Infrastructure" means the surface and subsurface improvements constructed and installed within, upon and beneath the Property to service the Project Improvements.

"Iowa Housing Finance Agency" or **"IFA"** means the State Housing Agency that administers the Low-Income Housing Tax Credit (LIHTC) program for the State of Iowa.

"Low-Income Housing Tax Credits" or **LIHTC** means those low-income housing tax credits approved and issued by IFA as allocated annually to the State by the Internal Revenue Service of the United States of America.

"Pre-Construction Activities" mean the activities of the Developer set forth in Article V hereof.

"**Project**" means the development of up to fifty (50) units of affordable, mixed income rental housing, to be completed in accordance with this Agreement and the Concept Plan.

"**Project Completion Date**" means the date on which the Developer completes the entire Project in accordance with this Agreement and the Concept Plan.

"**Project Improvements**" means the improvements to be constructed by the Developer on the Property in accordance with this Agreement and the Concept Plan.

"**Developer**" means the to be formed development entity, comprised of Prairie Fire Development Group, LLC, a Kansas limited liability company, Builders Development Corporation, and its successors and assigns.

"**State**" means the State of Iowa.

"**Transaction Document**" or "**Transaction Documents**" means this Agreement, the Option Agreement, and any other document related to the Project.

Section 1.02 Other Terms. Words and phrases that are not capitalized shall be given their plain and ordinary meaning.

Section 1.03 Headings. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit or describe the scope or intent of this Agreement or any provision of this Agreement.

Section 1.04 Accounting Terms. Accounting terms used in this Agreement and not otherwise specifically defined shall have the meaning ascribed such terms by generally accepted accounting principles as from time to time in effect.

Section 1.05 Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular shall include the plural and vice versa, and words importing person shall include entities, associations and corporations, including public bodies, as well as natural persons.

Section 1.06 Conflicting Provisions. In the event of any conflict between the terms of this Agreement and the Concept Plan, the terms of this Agreement shall prevail.

ARTICLE II REPRESENTATION, WARRANTIES AND COVENANTS

Section 2.01 Representations, Warranties and Covenants of the Developer. The Developer represents, warrants and covenants that:

(a) The Developer consists of a Missouri corporation and a Kansas limited liability company, duly created and existing, and in good standing under the laws of the States of Kansas, Missouri and Iowa and is authorized to do business in the State.

(b) The Developer has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement, and, by proper actions of its members has been duly authorized to execute and deliver this Agreement.

(c) This Agreement will be the valid and binding obligation of Developer, enforceable against the Developer in accordance with its terms.

(d) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, nor the consummation of the transactions contemplated by this Agreement, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(e) There is no litigation or other proceedings pending or threatened against the Developer or any other person affecting the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement.

(f) The Developer represents, warrants and covenants that Developer has the financial capacity to finance, develop and operate the Project.

(g) Prairie Fire Development Group, LLC, Builders Development Corporation, and the Developer entity agree to work exclusively with the City of Ames on the March 2021 LIHTC application round and will not submit any other LIHTC applications to IFA in this round.

(h) Developer, and Developer's agents, contractors, officers, successors and assigns and shall comply with all federal laws affecting the Property and its development, including the wage requirements of the Davis Bacon Act.

Section 2.02 Representations, Warranties and Covenants of the City. The City represents, warrants and covenants that:

(a) The City is a municipal corporation duly organized under the laws of the State and has power to enter into this Agreement. The City Council has duly authorized the negotiation and delivery of this Agreement. This Agreement is subject to approval by the City Council.

(b) No councilperson of the City Council or any other officer of the City taking any official action with regard to this Agreement or the Project has any conflicting interest (financial, employment or otherwise) in the Developer, the Project or the transactions contemplated by this Agreement.

Section 2.03 Survival of Representations, Warranties and Covenants. All representations, covenants and warranties of the Developer and the City contained in this Agreement, in any certificate or other instrument delivered by the Developer or the City pursuant to this Agreement, or otherwise made in conjunction with the project transactions contemplated by this Agreement shall survive the execution and delivery of this Agreement.

ARTICLE III RESTRICTIONS ON USE

Section 3.01 Use Restrictions.

(a) Developer and its successors and assigns and every successor in interest to all or any part of the Property shall, upon acceptance of title thereto:

(i) Devote all uses of the Property in accordance with and subject to the provisions of the approved Concept Plan.

(ii) Not discriminate on the basis of race, color, religion, sexual orientation, family status, handicap, sex or natural origin in the sale, lease or rental or in the use or occupancy of all or any part of the Property;

(iii) Maintain the use of the property for Affordable Housing in accordance with the Concept Plan for a minimum of 30 years regardless of continued participation in the LIHTC program.

(iv) Comply with all Terms and Conditions published as Part B of the 2020-21 Qualified Application Plan adopted by IFA.

(v) Comply with all Threshold Requirements published as Part C of the 2020-21 Qualified Application Plan adopted by IFA.

(vi) Rent each apartment dwelling with a single lease for the whole of an apartment and the apartment shall not be leased by multiple individual leases or by individual lease per bedroom

(b) It is intended and agreed that the covenants provided in this Section shall be set forth in a separate covenant and restriction to be filed of record running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by: the City, its successors and assigns, the City, any successor in interest in the Property or any part of the Property, the owner of any other real estate or of any interest in real estate that is subject to the real estate use requirements and restrictions required hereunder, the United States, against the Developer, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

(c) The covenant in subsection (a) of this Section shall remain in effect for in perpetuity.

ARTICLE IV
CONDITIONS PRECEDENT TO DEVELOPER'S PERFORMANCE

4.01 City's Obligations. As a condition precedent to

(a) The obligations of the City to convey the Property to the Developer, the Developer shall provide to the City at least thirty (30) days prior to delivery of a Title Transfer Notice copies of the following documents satisfactory to the City, each to be reviewed and approved by the City in its sole and absolute discretion (the "**Component Financing Documents**");

(i) Financial statements demonstrating Developer has the debt and equity adequate to complete the Project;

(ii) A guaranteed maximum price construction contract for the Project ("**GMP**");

(iii) Construction loan documents that are ready to close and immediately fund the Project, which together with Developer equity and all other sources of financing, meet or exceed, in the aggregate, the GMP and the cost of furnishing and equipping the Project;

(iv) A payment and performance bond or letter of credit to guarantee construction work, satisfactory to the lender and investor;

(v) Liability, casualty, workers compensation, and other insurance in types and amounts obtained on similar projects in the Ames metropolitan area;

(vi) The identity of the members, partners, officers and principal executives or other key personnel or investors of Developer and any transfers of interests among such parties;

(vii) Such other financial due diligence as requested by the City and the City shall have the right to have its outside financial consultant confidentially conduct full financial due diligence relating to Developer and the Component Financing Documents; provided such outside financial consultant executes a confidentiality agreement in form and substance reasonably acceptable to Developer;

(viii) Complete sources and uses allocation for the Project;

(ix) Detailed construction and development schedule for the Project;

- (x) Proposed guarantor, if any, of completion of the Project;
- (xi) Evidence of IFA's allocation of the Low-Income Housing Tax Credits to the Project in the 2021 award cycle; and
- (xii) All documents or materials required from the Developer under Article V;
- (xiii) Evidence that Developer has complied with all of the representations, warranties and covenants made in Article II, Section 2.01 herein.

Completion of the foregoing to the City's satisfaction must occur no later than fifteen (15) days prior to the delivery of the Title Transfer Notice (the "**Diligence Approval Date**").

(b) The Developer's performance of the terms and requirements of this Agreement, as to the construction of Project Improvements pursuant to Article VIII below for all of the Project, shall at all times be subject to conveyance of the Property to Developer by the City in accordance with its obligations as set forth in the Option Agreement (collectively, the "**City Obligations**").

ARTICLE V PRE-CONSTRUCTION ACTIVITIES

5.01 Developer's Obligations. Subject to the City's material satisfaction of its City Obligations and prior to the Developer's obligation to commence construction of the Project Improvements, the Developer shall complete the following activities for the Project (collectively, the "**Pre-Construction Activities**"):

(a) Developer, at the Developer's cost and expense, shall prepare a complete a 9% Low Income Housing Tax Credit application that meets the threshold requirements of the Qualified Allocation Plan and submit it timely for consideration by IFA on or before the application due date set by IFA, which is currently set as March 10, 2021, by 4:30 P.M. The Application shall include the design and preliminary scoring elements identified as part of the RFP submittal on September 11, 2020 and accepted by the City Council on October 27, 2020, by City Council Resolution #20-570, subject to changes approved by the City.

(i) The Developer shall work with City staff to prepare an updated Concept design to address building locations, architectural character, and potentially to add units. The updated Concept Plan is subject of City Council acceptance prior to March 1, 2021. Developer's failure to obtain City Council approval prior to March 1, 2021, shall constitute default of Developer's obligations under this Agreement and shall result in the full cancellation of the City's obligations under this Agreement and the full cancellation of the Option Agreement.

(b) The Developer or its consultants shall prepare designs for infrastructure for the Project, if and when required by City Code for development of the Project, which infrastructure shall include, but not be limited to, high speed internet, geothermal connections, open space design, conduits, sanitary and storm sewer lines, storm drainage and other utilities, streetscape, landscape and lighting improvements for the Property (collectively, "**Infrastructure**"), all of which Infrastructure shall be consistent with the studies prepared pursuant to the Concept Plan.

(c) Upon IFA's award of LIHTC to the Developer for the Project, and prior to the City conveying the property to the developer, a final Development Plan shall be prepared by the Developer at their cost for review and approval by the City Council. The Development Plan shall provide a complete description of the Project, including generally, such things as are required to secure all permits from the City for the Property that is the subject of the Development Plan, such as: (i) building uses; (ii) gross building area; (iii) gross leasable area; (iv) parking requirements based on local zoning regulations; (v) infrastructure improvements for the Project; (vi) the estimated time-frame in which the Project shall be implemented; (viii) the number of Affordable housing units to be included in the Project; and (ix) proposed Infrastructure. Notwithstanding the foregoing, any future amendment to the approved Development Plan shall be subject to the review and approval of the City in accordance with applicable laws and ordinance.

(d) The Developer, at the Developer's sole cost and expense, will prepare an application for rezoning the Property to rezone the Property to an acceptable zoning designation, all in accordance with applicable City ordinances.

5.02 Planning Approvals. Notwithstanding anything herein to the contrary, the City shall review and apply all planning, zoning, building, stormwater, utility, and platting requirements under applicable City policies and ordinances and the Code of Iowa, and the Developer shall develop and construct the Project in a manner consistent with said requirements and Approvals.

ARTICLE VI CONSTRUCTION OF INFRASTRUCTURE

Section 6.01 Construction of Infrastructure. Following satisfaction and approval of each of the requirements of Article V above, as to the Project and prior to the construction of the Project Improvements proposed for the Project, inclusive of all Infrastructure to be made within the Property, the Developer or its consultants shall construct and install such Infrastructure, materially in accordance with the approved Development Plan, which has been designed, approved and as may be modified pursuant to Section 5.01 above. Any such Infrastructure shall be constructed and installed by the Developer or its consultants at Developer's cost and expense.

ARTICLE VII PROPERTY TRANSFER

Section 7.01 Exercise of Option. The Parties acknowledge that the City owns the Property. Following: (i) the Parties' mutual and complete performance of the Conditions Precedent identified in Article IV and the Pre-Construction Activities identified in Article V; and

(ii) the Developer providing written notice to the City of its election to exercise its option to purchase the Property under the Option Agreement subject to the terms and conditions of this Agreement and the Option Agreement and the requirements of Iowa Code Chapter 364.7, which notice shall include documentation of the Developer's private financing commitments to the City for inspection (the "**Title Transfer Notice**") the City shall close the sale of the Property in accordance with the Option Agreement. The purchase price to be paid by the Developer or its assignee or designee to the City, as applicable, for the Property identified within the Title Transfer Notice ("**Sale Price**") shall be Two Thousand Five Hundred Dollars (\$2,500.00).

**ARTICLE VIII
DEVELOPMENT PLAN &
CONSTRUCTION OF PROJECT IMPROVEMENTS**

Section 8.01 Development of the Project.

(a) Following Developer's acquisition of the Property from City, Developer shall perform the following undertakings in accordance with the process ("**Process**") set forth below:

(i) Developer shall exercise commercially reasonable efforts to obtain all Governmental Approvals for the Project;

(ii) Developer shall prepare and complete marketing materials and begin pre-sale and pre-lease activities;

(iii) Developer shall commence construction of the Project Improvements for the Project in accordance with the GMP and the Development Plan, subject to Force Majeure Conditions;

(iv) Subject to Force Majeure Conditions, Developer shall: (A) commence and complete construction of the Infrastructure within sixty (60) days following the Closing Date (as defined in the Option Agreement); (B) commence construction of the Project Improvements within ninety (90) days following the Closing Date (as defined in the Option Agreement); and substantially complete construction of the Project Improvements in the Project on or before the second (2nd) anniversary of the Closing Date (as defined in the Option Agreement);

(b) The Developer agrees that it will enter into the necessary contracts with contractors for the Project Improvements and cause those contracts to provide that all work performed under such contracts be in accordance with the Development Plan and this Agreement.

(c) Commencing upon the date construction of the Project Improvements begins and thereafter, on a bi-annual basis prior to the Project Completion Date, the Developer shall prepare and deliver to the City a written update regarding the status of the Process for the Project which is then subject to the Process by Developer at the time of delivering the status update. In the event the City identifies that an act or omission on the part of the Developer in the performance of the Project may result in the City withholding the Certificate of Occupancy pursuant to Section 8.05 below, the City agrees to and shall timely provide the Developer with a written statement

indicating, in reasonable detail, such act or omission and the measures or acts necessary, in the reasonable opinion of the City, for the Developer to take or perform in order to perform in such a manner to timely obtain a Certificate of Occupancy pursuant to Section 8.05 below. The Parties shall meet on an as-needed basis to discuss the Project status report.

8.02 Assignment of Development Rights.

(a) Developer shall not be permitted to assign this Agreement, the Option Agreement, or any development rights in the Project except as expressly permitted herein or except as expressly consented to by the City in writing.

(b) By execution hereof, the City hereby consents to: (i) the assignment of this Agreement and the rights and obligations hereunder, in whole, from the Developer to the Developer's wholly owned subsidiary which will be a "To Be Formed" Limited Partnership entity required for the IFA Application (the "**Developer's Subsidiary**"); and (ii) Developer's Subsidiary's concurrent, limited assignment of the rights and obligations of this Agreement, as to all of the Project, to Developer's lender. The assignment by the Developer to Developer's Subsidiary shall be effective upon the Effective Date of the Assignment and Assumption Contract (the "**Assignment Effective Date**"). The assignment by the Developer to Developer's Subsidiary shall require: (i) Developer's Subsidiary assume, in whole and without exception, all of obligations of the Developer under this Agreement, from and after the Assignment Effective Date; and (ii) the City to acknowledge, in writing, the Assignment Effective Date, which acknowledgment shall not be unreasonably withheld, conditioned or delayed.

Section 8.03 Development Plan; Modifications. The Developer shall diligently pursue completion of the Project in conformance with the Development Plan and this Agreement. Should the Developer deem it necessary or desirable to amend the Development Plan, the Developer shall submit such proposed modifications to the City, including plans and specifications for Project Improvements and a revised Project Completion Date, if applicable. The City shall timely review such modification within a reasonable time and shall send written notice of the City's approval or rejection of the modifications to the Developer. If the City rejects any such modification, the notice so stating shall set forth the reasons for rejection. Following receipt of such notice, the Developer and City shall follow the process set forth in Section 8.05 below as to future submittals by the Developer of the modifications.

Section 8.04 Extensions Due to Force Majeure Conditions. The Project Completion Date may be extended due to any Force Majeure Condition if the Developer notifies the City of the existence of such condition reasonably promptly after first becoming aware of such condition. The extension of time for the Project Completion Date shall be for the period of any delay or delays caused or resulting from any Force Majeure Condition; provided, however, the Developer must notify the City of the existence of such Force Majeure Condition within forty five (45) days after the Developer becomes aware of the commencement of a Force Majeure Condition, which notice to the City shall include documentation or other information reasonably necessary to establish the existence of the Force Majeure Condition and an estimate of the approximate period of delay to be created by the Force Majeure Condition. The Developer's failure to provide such

notice and documentation shall eliminate the waiver of default due to such Force Majeure Condition created in this Section.

Section 8.05 Project Certificate of Occupancy. Upon the completion of the construction of the Project Improvements and the Project in accordance with the Development Plan, the Developer shall send a written request to the City for a Certificate of Occupancy issued by the City. The Certificate of Occupancy shall be a conclusive determination of the Developer's satisfaction and termination of the Project Covenants in this Agreement regarding completion of the Project in accordance with the Development Plan and this Agreement. The Certificate of Occupancy shall not be unreasonably withheld, conditioned or delayed. If the City fails or refuses to provide the Certificate of Occupancy after receiving a written notice requesting such certificate, the City shall, within fifteen (15) days of receiving such request, provide the Developer with a written statement indicating in reasonable detail how the Developer has failed to complete the Project in conformity with the Development Plan, this Agreement, or the Ames Municipal Code or state law, and the measures or acts necessary, in the opinion of the City, for the Developer to take or perform in order to obtain a Certificate of Occupancy. Thereafter, the Developer shall exercise reasonable means to cure the Developer's failure to complete and, upon completion of such activities, shall submit a request for a Certificate of Occupancy to the City which shall be processed in accordance with this Section

Section 8.06 Maintenance. The Developer shall, at all times during the term and while in ownership thereof, maintain the Project Improvements and Property in a good state of repair and attractive appearance.

Section 8.07 Payment of Fees, Costs and Expenses. Except as otherwise provided herein, the Developer shall pay to the City all reasonable fees owed to the City and all necessary and reasonable expenses and costs incurred by the City in performance of its obligations under this Agreement, including reasonable attorney's fees.

Section 8.08 HOME Funds. The City agrees to reserve for Developer a minimum of \$250,000 in HOME funds to Developer, subject to final design approval and a mutually agreed payment schedule for Construction of improvements.

ARTICLE IX DEFAULT AND TERMINATION; ESTOPPEL

Section 9.01 Events of Default Defined. The following shall be "**Events of Default**" under this Agreement and the terms "Events of Default" and "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to observe and perform any covenant, term condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured following the Cure Period.
- (b) The filing by the Developer of a voluntary petition in bankruptcy, or failure by the Developer to promptly lift any execution, garnishment or attachment of such

consequence as would impair the ability of the Developer to carry on its operation, or adjudication of the Developer as a bankrupt, or assignment by the Developer for the benefit of creditors, or the entry by the Developer into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Developer in any proceedings whether voluntary or involuntary instituted under the provisions of the federal bankruptcy laws, as amended, or under any similar acts which may hereafter be enacted.

(c) The occurrence of an Event of Default.

(d) The Developer's breach of the Project Covenant defined in Section 10.01 below.

(e) The failure of the Developer through the fault of the Developer to complete the Project Improvements for by the Project Completion Date in accordance with the provisions of Article VIII and subject to any extensions by the period of time equal to the delays caused by any Force Majeure Conditions.

(f) Failure by the City to observe and perform any covenant, term, condition or agreement on its part to be observed or performed under this Agreement, which failure continues uncured following the Cure Period, provided that the City shall not be in default for any such failure if the City is unable to obtain funding for any City funding obligation under this Agreement due to the lack of available City funds.

Section 9.02 Remedies on Default.

(a) Whenever any Event of Default shall have occurred and be continuing, the non-defaulting party shall have the right, at its option and without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer or the City, as applicable, under this Agreement, including, but not limited to, terminating this Agreement on any portion of the Property then owned by the Developer, or instituting such proceedings as may be necessary or desirable, in the non-defaulting party's sole opinion, to compensate the non-defaulting party for any damages resulting from all breaches by the defaulting party, including, but not limited to, a proceeding for breach of contract and/or damages.

(b) Notwithstanding anything to the contrary set forth in this Agreement, the City shall, in no way, be limited to the terms of this Agreement in enforcing, implementing and/or otherwise causing performance of the provisions of this Agreement and/or the Development Plan or pursuant to applicable City ordinances or in exercising its right and authority to condemn the Property after the Developer's Default and failure to cure during the Cure Period as provided in this Agreement.

(c) Before enforcing any remedies against the Developer due to the occurrence of an Event of Default on the part of the Developer, the City shall provide notice and an opportunity to cure such Event of Default to each holder of any deed of trust affecting the Property which is filed

of public record as of the date which is twenty (20) days prior to the issuance of such action by the City. Such notice shall provide a fifteen (15) day holder cure period for a monetary Event of Default, and a sixty (60) day holder cure period for a non-monetary default.

Section 9.03 No Waiver. No delay or omission of a party to exercise any right or remedy occurring upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence to such Event of Default. Every right and remedy given by this Article or by law may be exercised from time to time and as often as may be deemed expedient by the City. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement. In case of a breach, the non-defaulting Party may nevertheless accept from the defaulting Party any payment or payments made under this Agreement without in any way waiving right of the non-defaulting Party to exercise any of its rights and remedies provided for in this Agreement with respect to any such default or defaults of the defaulting Party which were in existence at the time such payment or payments were accepted by the non-defaulting Party.

Section 9.04 Rights and Remedies Cumulative. The rights and remedies set forth herein and provided by law shall be construed as cumulative and continuing rights and may be exercised concurrently or alternatively. No one of them shall be exhausted by the exercise of such option on one or more occasions.

Section 9.05 Term. Notwithstanding anything to the contrary, this Agreement and the and the obligations hereunder and the Option Agreement shall terminate fully, and neither Party shall have any obligation to the other whatsoever, if the Project does not receive Low-Income Housing Tax Credits from IFA in the 2021 award cycle.

ARTICLE X SPECIAL COVENANT AND DAMAGES FOR BREACH

Section 10.01 Project Covenant. It is acknowledged that the City's willingness to enter into this Agreement and carry out the City's obligations under the Transaction Documents is based on the anticipated benefits to be derived in the City through the Developer's completion of the Project and the proper maintenance of the Project and/or any Project. The Developer covenants and agrees that it will at all times: (a) timely commence the Project in accordance with Section 8.01, subject to a Force Majeure Condition, as provided in Section 8.04; (b) properly complete the Project, following commencement of the Project; and (c) properly operate and maintain the Project and the Project Improvements and/or the Parking Structure as Public Parking during the period in which such Project and Project Improvements and the Parking Structure are owned by the Developer or its assignee or designee (collectively, items (a)-(c) are hereinafter the "**Project Covenant**").

Section 10.02 Remedy Upon Breach of Project Covenant. If the Developer does not, in the City's reasonable discretion, comply with the Project Covenant then the Developer shall be in breach and violation of the Project Covenant. The Parties acknowledge that the damages that will be incurred upon any material breach or violation of the Project Covenant would be impossible

to ascertain with any reasonable degree of certainty. Nevertheless, the Parties have attempted to fairly approximate the amount of such damages, and have agreed that upon any material breach or violation of Project Covenant 10.01(a) or (b) above, the City may, but shall not be obligated to, exercise its right to enforce (but not as a penalty) one of the following remedies (individually, **“Project Covenant Liquidated Damages”**):

(a) if the subject Property has been improved only with Infrastructure and no Project Improvements, then the City may terminate this Agreement and/or, immediately upon demand and following any applicable Cure Period, the Developer shall convey the Property and any and all improvements thereon, including the Project Improvements (collectively, **“Project Property”**) then owned by the Developer or its assignee or designee to the City by a special warranty deed in a form reasonably acceptable to the Parties. Such conveyance shall be made by the Developer to the City upon the City’s payment to the Developer of the sum of Ten and 00/100 Dollars (\$10.00). Partial termination of this Agreement and/or reconveyance of the Property shall constitute Project Covenant Liquidated Damages and be the City's sole remedy for a material breach or violation of the Project Covenant.

(b) if the Property has been improved with Infrastructure and certain Project Improvements that are insufficient for issuance of Certificate of Occupancy, then the City may terminate this Agreement and/or, immediately upon demand and following any applicable Cure Period, the Developer shall convey any and all of the Property then owned by the Developer or its assignee or designee to the City by a special warranty deed in a form acceptable to the Parties. Such conveyance shall be made by the Developer to the City subject to the payment by the City to the Developer or its designee or assignee of the Sale Price for such Project Property less an amount needed to release all obligations, outstanding financings or mechanic’s liens that could or do encumber title to the Project Property. Partial termination of this Agreement and/or reconveyance of such Project Property shall constitute Project Covenant Liquidated Damages and be the City's sole remedy for a material breach or violation of the Project Covenant.

(c) In the event of a default of the restrictions set forth in Section 3.01(a) and/or Section 10.01 of this Agreement by Developer or any Successor Owner (defined below) in interest or title to Developer in the Project, Project Improvements, and/or the Property (each, an **“Owner”**) or any party claiming an interest in the Project or the Property through, by, or under an Owner (such parties and the Owners, collectively, **“Violators”** and each, a **“Violator”**), such Owner and/or Violators shall have ten (10) days in which to cure such default after receipt of notice of said default from the City. In the event that the defaulting Owner or Violator cannot cure a default in a timely manner, then the City shall have the right to either: 1) take such action to cure such default as City deems necessary in its sole discretion and to assess such then Owner(s) for the costs thereof as a lien against the Project Improvements and the Property in order to collect same; or 2) get an injunction from an applicable court of law to force specific performance to cure such default by the then Owner(s) of the Project Improvements and the Property, the amount of the bond for same being One Hundred and 00/100 Dollars (\$100.00) and no more; or 3) to pursue such other remedies available at law or in equity as may be available to the City with respect to the Project Improvements, the Property, and then Owner(s) of the Project Improvements and the Property.

Section 10.03 Successor Owners. At such time as Developer conveys any Property or Project Improvement to another party, whether by sale or assignment (each such party being a "**Successor Owner**"), Developer shall include in the conveyance instrument for such Project Property or Project Improvement a requirement that such Successor Owner shall be subject to (i) the Use Restrictions set forth in Article III above, and (ii) the Project Covenant (together, (i) and (ii) are hereinafter referred to as "**Successor Covenants**") and, in the event such Successor Owner materially breaches or violates such Successor Covenants, notice of which shall be provided by the City to the Successor Owner, the Successor Owner shall be subject to the Project Liquidated Damages as set forth above.

ARTICLE XI RISK OF LOSS AND INSURANCE

Section 11.01 Allocation of Risk. All risk of loss with respect to such portion of the Property and the Project Improvements owned by Developer shall be borne by the Developer, and all risk of loss with respect to such portion of the Property owned by the City shall be borne by the City.

Section 11.02 Insurance. The Developer shall, at its expense, maintain or cause to be maintained a policy of all risk casualty insurance insuring the Property and the Project Improvements owned by the Developer. Such policy of insurance shall also name the City and such other persons designated by the City as additional insureds and shall each contain a provision that such insurance may not be canceled without at least thirty (30) days' advance written notice to the City. The City's rights as an additional insured shall be subordinate to the prior rights of each holder of any deed of trust affecting any portion of the Property. Copies of such insurance policies shall be furnished to the City together with certificates of such policy bearing notations evidencing payment of premiums or other evidence of such payment. Such policy shall include a waiver of subrogation consistent with the release described in Section 11.04 below.

Section 11.03 Blanket Insurance Policies. The Developer may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 11.04 Mutual Release. Anything in this Agreement to the contrary notwithstanding, it is agreed that each Party hereby releases the other from any claim, demand or cause of action arising out of any loss or damage to all or any portion of the Property or Project Improvements constructed thereon caused by a peril insurable pursuant to an all risk casualty insurance policy in standard form available in the State.

ARTICLE XII COMPLIANCE WITH APPLICABLE LAWS

The Parties hereto shall, at their respective sole cost and expense, comply with all Applicable Laws and shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of such Party to comply with the provisions of this Article. Notwithstanding any provision contained in this Article, however,

either Party shall have the right, at its sole cost and expense, to contest or review, by legal or other appropriate procedures, the validity or legality of any such Applicable Laws, or any such requirement, rule or regulation of an insurer, and during such contest or review the contesting Party may refrain from complying therewith to the extent such noncompliance is expressly permitted by law and provided that such noncompliance does not result in adverse action being taken against the Project, the Property, the City or the City.

**ARTICLE XIII
LIENS**

13.01 Release by Developer. The Developer shall not do or suffer anything to be done by any person or entity whereby all or any part of any portion of the Property may be encumbered by any mechanics' or other similar lien. Whenever and as often as any mechanics' or other similar lien is filed against all or any portion of the Property purporting to be for or on account of any labor done or materials or services furnished to Developer in connection with any work in or about any portion of the Property, the Developer shall discharge the same of record within thirty (30) days after the date of filing. If the Developer fails to do so, then the City may, if the City is then in ownership of such Property, but shall not be obligated to, take such action and pay such amounts on account of the Developer as may be necessary in order to cause such lien to be discharged of record. The Developer shall have no obligation to discharge any lien purporting to be for or on account of any labor done or materials or services furnished to the City, the City or any other party in connection with any work in or about any portion of the Property.

13.02 Release by City. The City shall not do or suffer anything to be done by any person or entity whereby all or any part of any portion of the Property may be encumbered by any mechanics' or other similar lien. Whenever and as often as any mechanics' or other similar lien is filed against all or any portion of the Property purporting to be for or on account of any labor done or materials or services furnished to City in connection with any work in or about any portion of the Property, the City shall discharge the same of record within thirty (30) days after the date of filing. If the City fails to do so, then the Developer may, but shall not be obligated to, take such action and pay such amounts on account of the City as may be necessary in order to cause such lien to be discharged of record.

**ARTICLE XIV
INDEMNIFICATION**

Section 14.01 Indemnity. The Developer agrees to protect, defend, indemnify and hold harmless the City and the City's council members, officers, directors, employees, agents, affiliates, successors and assigns, at Developer's cost and using legal counsel selected by the Developer, from and against all claims, demands, losses, damages, costs, expenses, liabilities, taxes, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, reasonable attorney's fees and court or similar costs) directly arising out of or attributable to in whole or in part:

- (a) the material inaccuracy of any representation or the material breach of any representation, covenant or warranty of the Developer contained in this Agreement;
- (b) the Developer's negligent or intentional misuse of any portion of the Property;
- (c) the failure on the part of the Developer to materially perform, observe and/or comply with any covenant, obligation or duty to be performed, observed and/or complied with by the Developer pursuant to the terms of this Agreement or any Transaction Document, following the applicable notice and cure provisions and subject to the City's performance of its obligations under this Agreement or any Transaction Document, but only to the extent that the City's performance of its obligations is a prerequisite for the Developer's performance of its obligations;
- (d) any condition of or damage to all or any portion of the Property which is caused by any negligent act or omission of the Developer or the Developer's agents, contractors, subcontractors, servants, employees, members, officers, directors, licensees or invitees or any other person or entity for whose acts or omissions the Developer is otherwise responsible pursuant to Applicable Law;
- (e) the negligent performance or non-performance by the Developer of any of the terms and conditions of any Transaction Document, contract, agreement, obligation or undertaking entered into by the Developer (whether as the agent of the City or otherwise) in connection with all or any part of the Project; and/or
- (f) any negligent act or omission of the Developer or any of the Developer's agents, contractors, subcontractors, servants, employees, members, officers, directors, licensees or invitees or any other person or entity for whose negligent acts or omissions the Developer is otherwise responsible pursuant to Applicable Law.

Section 14.02 Project Environmental.

(a) The Developer covenants that, while in ownership or possession and control of all or any portion of the Property, it shall not place or cause to be placed, nor permit any other Person to place or cause to be placed, any Hazardous Substances on or about all or any portion of the Property in excess of *de minimis* quantities reasonably necessary to the Developer's use of all or any portion of the Property.

(b) The Developer agrees to protect, defend, indemnify and hold harmless, the City and the City's council members, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, reasonable and necessary attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part: (i) the breach of the covenants of the Developer contained in Section 14.02 (a); (ii) Developer's or Developer's employees', agents', contractors' or

subcontractors' use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of Hazardous Substances on, under, from or about all or any portion of the Property, provided that such claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind do not arise out of or related to (x) the negligent acts or omissions of the City or (y) Developer's performance under this Agreement which is prosecuted without negligence or intentional misconduct; or (iii) any other activity carried on or undertaken on all or any portion of the Property by the Developer or any employees, agents, contractors or subcontractors of the Developer in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time located, transported or present on, under, from, to or about all or any portion of the Property, including without limitation: (A) the cost of any required or necessary repair, cleanup or detoxification of any portion of the Property and the preparation and implementation of any closure, remedial or other required plans; and (B) liability for personal injury or property damage arising under any statute or common law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of any abnormally dangerous activity.

(c) The foregoing indemnity obligation includes without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State or response costs incurred by any other person, or damages from injury to, destruction of or loss of natural resources, including the cost of assessing such injury, destruction or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended ("**CERCLA**"), 42 U.S.C. §9601 *et seq.*; (ii) the clean-up reasonable and necessary costs, fines, damages or penalties incurred pursuant to any applicable provisions of State law; and (iii) the reasonable and necessary cost and expenses of abatement, correction or cleanup, fines, damages, response costs or penalties which arise from the provisions of any other Applicable Law.

(d) The foregoing indemnity shall further apply to any residual contamination on, under, from or about all or any portion of the Project or affecting any natural resources, arising in connection with the use, handling, generation, manufacturing, production, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any such Hazardous Substance on, under, from or about all or any portion of the Project and irrespective of whether any of such activities were or will be undertaken in accordance with any Applicable Laws. This indemnity is intended to be operable under 42 U.S.C. Section 9607(e)(1), and any successor section thereof, and shall survive the Closing under this Agreement in all respects.

(e) The foregoing indemnity obligations include within them all costs and expenses (including, without limitation, reasonable and necessary attorneys' fees) incurred in enforcing any right to indemnity contained in this Agreement.

**ARTICLE XV
ASSIGNMENT**

Section 15.01 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Developer and its permitted successors and assigns, and any Successor Owner of the Property (provided, however, that this provision shall not be deemed to permit an assignment of this Agreement except as specifically provided in this Article and in Section 8.02 above), and the then "Developer" as used in this Agreement shall be deemed to include such successors and assigns.

Section 15.02 General Assignments. Except as otherwise provided in Section 8.02 above, this Agreement may not be assigned by the Developer without the prior written consent of the City, which consent may be granted, denied or conditioned in the sole and reasonable discretion of the City; provided, however, the leasing or sale of individual units within the Project by the City or the Developer within the normal course of business shall not be construed as an assignment of this Agreement. The City shall have the right to assign or otherwise transfer this Agreement to the City or to any successor entity created by the City to perform the same functions as the City and upon such assignment or other transfer, this Agreement shall be binding upon and shall inure to the benefit of the City or to any such successor entity.

**ARTICLE XVI
EQUAL EMPLOYMENT OPPORTUNITY**

Section 16.01 Equal Employment Opportunity During Performance of this Agreement. During the performance of this Agreement, the Developer agrees, for itself and its successors and assigns, as follows:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, family status, handicap, sex, or national origin. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, family status, handicap, sex or national origin.

(c) The Developer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Developer's commitments

under Section 202 of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Developer will comply with all provisions of the Executive Order, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Developer will furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Developer's non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Developer may be declared ineligible for further government contracts and/or federally assisted construction contracts in accordance with the procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoke as provided in the Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Section 16.02 Inclusion of Equal Employment Opportunity Provisions in Contracts. The Developer agrees, for itself and its successors and assigns, that it will include the provisions listed in Section 16.01 in every contract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provision will be binding upon each contractor or vendor that does business with the Developer in conjunction with the Project, as well as those contractor's subcontractors. For the purpose of including the provisions of Section 16.01 in any construction contract or purchase order, the terms "City", "Developer" and "Contract" may be changed to appropriately reflect the name or designation of the parties to such contract or purchase order.

Section 16.03 Modification of Requirements. Upon the issuance of additional or conflicting rules, regulations, or orders of the Secretary of Labor pursuant to section 204 of the Executive Order, the requirements of this Article shall automatically be amended to conform and comply with such changes.

Section 16.04 Determination of Compliance. For the sole purpose of determining the Developer's compliance with the provisions of this Article, the City and its duly appointed agents shall be permitted, at reasonable times, and after three (3) days prior notice to the Developer, to examine the books and records of the Developer.

ARTICLE XVII AMERICANS WITH DISABILITIES ACT

The Developer shall comply with the provisions of the Americans with Disabilities Act ("ADA"), 42 U.S.C. A Section 1201, et seq., as amended from time to time, and regulations

promulgated under the ADA, including, without limitation, 28 C.F.R. Part 35 and 29 C.F.R. Part 1630.

ARTICLE XVIII

[reserved]

ARTICLE XIX

[reserved]

**ARTICLE XX
MISCELLANEOUS PROVISIONS**

Section 20.01 Amendments. This Agreement may not be amended, modified, terminated or waived orally, but only by a writing signed by the party against whom any such amendment, modification, termination or waiver is sought.

Section 20.02 No Oral Agreements. This Agreement, together with all exhibits referred to in this Agreement contain all the oral and written agreements, representations and arrangements between the parties, and any rights which the parties may have under any previous contracts or oral arrangements are hereby canceled and terminated and no representations or warranties are made or implied, other than those set forth in this Agreement.

Section 20.03 Binding Effect. This Agreement shall inure to, the benefit of and shall be binding upon the City and its successors and assigns and the Developer and its permitted successors and assigns.

Section 20.04 Severability. The provisions of this Agreement are severable. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable to any extent, then the remaining provisions of this Agreement, and the portion of the offending provision (or any application of such provision) which is not invalid, illegal or unenforceable shall remain in full force and effect.

Section 20.05 Conflict of Interest. No council member, officer or employee of the City taking official action with respect to this Agreement or the Project shall have any personal interest, direct or indirect, in the Project, the Property or this Agreement, nor shall any such commissioner, officer or employee participate in any decision relating to the Project, the Project, Property or this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested.

Section 20.06 Execution of Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

Section 20.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State without regard to conflict of laws.

Section 20.08 Notices. Any notice, approval, request or consent required by or permitted under this Agreement shall be in writing and mailed by United States registered or certified mail, postage prepaid, return receipt requested, or delivered by hand, and addressed as follows:

To City: City of Ames, Iowa
Planning & Housing Department,
Attention: Housing Coordinator
515 Clark Ave, PO Box 811
Ames, IA 50010

With a copy to: Legal Department
Attention: City Attorney
515 Clark Ave, PO Box 811
Ames, IA 50010

To Developer: Prairie Fire Development Group, LLC
Attention: Kelley Hrabe
770 E 5th Street
Kansas City, MO 64106

Builders Development Corporation
Attention: Tom Cole
600 E 103rd Street, Suite 200
Kansas City, MO 64131

With a copy to: Spencer Fane
Attention: S. Shawn Whitney
2144 E. Republic Road
Suite B300
Springfield, Missouri 65804

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days prior written notice thereof.

All notices given by mail shall be effective upon the earlier of the date of receipt or the second (2nd) business day after deposit in the United States mail in the manner prescribed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

Section 20.09 Recording. This Agreement or a memorandum of this Agreement may be recorded by the City, from time to time, in the office of the Recorder of Story County, Iowa. The

Developer shall pay the costs of recording the Contract or memorandum upon demand by the City.

Section 20.11 Further Assurances. The Developer will do, execute, acknowledge and deliver such further acts, instruments, financing statements and assurances as the City may reasonably require for accomplishing the purposes of this Agreement.

Section 20.12 Access to Project and Inspection. During the Term of the Developer's ownership of the portion of the Property in which the City seeks to conduct an examination or inspection, the City and its duly appointed agents shall have the right, at all reasonable times, to enter upon the Property and Project Improvements and to examine and inspect the Property, provided that such entry shall be at the sole risk of the City and shall be subject to reasonable coordination with and direction by the Developer, and further provided that such inspections shall not unreasonably interfere with the development activities of the Developer and its agents and contractors. The Developer covenants to execute, acknowledge and deliver all such further documents and do all such other acts and things as may be reasonably necessary to grant to the City such right of entry. The City and its duly appointed agents shall also have the right, at reasonable times and upon seven (7) days prior written notice, to examine the books and records of the Developer which relate to the Project and/or to the obligations of the Developer under this Agreement.

Section 20.13 Affordability Requirements. The Developer agrees that a minimum of 31 of 36 housing units, or as otherwise agreed upon by the City, will be affordable and available for rent, pursuant to this agreement

Section 20.14 City Approvals. The approvals required by the City under this Agreement may be made administratively and in writing by the City's City Administrator or his designee; provided, however, if, in the City's City Administrator's or his designee's sole discretion, a matter must be presented to the City Council for the City's approval, then such matter shall be presented to the City Council for such approval at a regular or special meeting called by the City Council.

[S I G N A T U R E S T O F O L L O W]

IN WITNESS WHEREOF, the Developer has caused this Development Agreement to be executed in its name and attested by its duly authorized officers. The City has caused this Development Agreement to be executed in its name with its affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

CITY OF AMES IOWA

By: _____
John A. Haila, Mayor

ATTEST:

By: _____
Diane R. Voss, City Clerk

PRAIRIE FIRE DEVELOPMENT GROUP, LLC

By:  _____
Kelley Hrabe, Manager

BUILDERS DEVELOPMENT CORPORATION

By:  _____
Tom Cole, Executive Director

EXHIBIT LIST

Exhibit A – Legal Description

EXHIBIT A

Legal Description of the Property

Lot 27, Baker Subdivision, Ames, Iowa.

ITEM#: 30
DATE: 12-22-20

COUNCIL ACTION FORM

SUBJECT: HOMEWOOD SLOPE STABILIZATION PROJECT

BACKGROUND:

Near Hole #4 of Homewood Golf Course, there is an unstable steep slope continuing to severely erode across the Skunk River Trail and into the river. Slope stabilization with native vegetation has been attempted as part of previous projects; however, the slope has further eroded, taking more trees across the shared use path and into the river.

Further geotechnical investigation has identified high groundwater and soil instability near the top of the slope at Homewood Golf Course. In order to stabilize this slope, the groundwater needs to be managed. Additionally, native vegetation with deep root systems can secure the soil from further eroding.

WHKS & Co. has completed plans and specifications for this project, with an estimated construction cost of \$799,750. Engineering and construction administration are estimated to cost \$160,000, bringing the total estimated cost of the project to \$959,750. Funding for the project in the amount of \$1,142,322 exists from previously unallocated G.O. Bonds.

The City Council should be aware of two important aspects of this project that could temporarily impact adjacent residents and the operations of Homewood Golf Course. First, the work is scheduled to be completed by March 31, 2021. Since most of this work is being done at the golf course, any delays in the project could result in Homewood opening in 2021 without holes 3 & 4 being playable, and thus could impact revenues.

Second, almost 8,000 cubic yards of dirt will be hauled away as part of the slope stabilization. This means approximately 800 truckloads will be transported away through the Inis Grove Park east parking lot and down 24th Street to Duff Ave. The Inis Grove neighborhood association president has been notified of this project along with the residents adjacent to 24th Street east of Duff who will be most impacted by the truck traffic.

On December 16, 2020 construction bids were received as follows:

Bidder	Base Bid
<i>Engineer's Estimate</i>	\$799,750.00
RW Excavating Solutions, Inc.	\$535,192.55
Iowa Earth Works	\$544,116.70
Synergy Contracting, LLC.	\$636,011.30
Con-Struct, Inc.	\$698,406.00
On-Track Construction, LLC.	\$747,747.00
Wenthold Excavating, LLC.	\$758,353.30

ALTERNATIVES:

1. a. Accept the report of bid for the Homewood Slope Stabilization project.
 - b. Approve final plans and specifications for this project.
 - c. Award the Homewood Slope Stabilization project to RW Excavating Solutions, Inc. of Prairie City, Iowa, in the amount of \$535,192.55.
2. Do not proceed with this project.

CITY MANAGER'S RECOMMENDED ACTION:

This unstable slope has continued to erode regardless of the attempt to stabilize the area with vegetation. In order to stabilize the area, the groundwater needs to be managed so vegetation can further stabilize the area. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

COUNCIL ACTION FORM

REQUEST: AMENDMENT TO THE DOMANI PLANNED RESIDENCE DISTRICT (F-PRD) MAJOR SITE DEVELOPMENT PLAN AMENDMENT AT 2200 OAKWOOD ROAD

BACKGROUND:

The property owner, Pinnacle Properties Ames, LLC, requests a major amendment to the approved Domani Planned Residence District. The property comprises 23.784 acres. The Planned Residence District and preliminary plat for Domani were approved by City Council on September 29, 2020. At that time, it was rezoned from Agricultural (A) to the PRD, which allows for mostly zero-lot-line homes. (See *Attachment A – Location and Existing Zoning Map.*) The final plat for the first addition was approved by the Council on October 27, 2020. **The request for the amendment is to propose changes to setback standards to address Building Code separation requirements while meeting the developer’s design intent for the “zero lot line” patio homes.**

The zero-lot-line homes are not typical of a standard base zone nor is the proposed reduced minimum lot size, thereby necessitating the PRD. At completion of the development, there will be 63 residential lots: 51 zero-lot-line lots and 12 custom-built sites at the south end. The plan also includes a resident clubhouse with swimming pool, five common area outlots, and one subdivision sign outlot at the corner of Oakwood Road and Green Hills Drive. The original report describing the details of the PRD can be found at this link on [Council Agenda for September 8th](#).

The current zoning has each house along one side lot line, then setback at least 10 feet on the opposite side to create a “courtyard,” or private patio space for the homeowner. (Homes abutting the external boundaries of the development will comply with standard setbacks requirements of the base zoning district.) The front setback is 20 feet for the façade and 25 feet for the garage, except on Lots 4, 5, 9, 10, and 11 where the front setback is 8 feet. *Attachment H* depicts the house layout plan for the courtyard homes of the subdivision.

The development of Domani will be broken into three phases (*See Attachment F – Site Plan – Phasing Plan*). Phase 1, the first addition, is already underway with the final plat recorded and construction of the clubhouse begun. The second phase of development will complete the zero-lot-line homes and the final phase will be the 12 custom home lots. The Clubhouse is required through a proposed condition to be under construction prior to development and construction of homes in the 2nd phase and completed prior to initiation construction of homes in the 3rd phase.

Subsequent to the PRD approval, the developer discovered that the proposed siting of the homes with a zero setback caused eave overhangs of property lines and changes in construction requirements for fire rating that is not typical of residential construction.

The previously approved setback standards had the zero-lot-line homes directly abutting one side property line with a 10-foot setback from the opposite side property line. **The new proposed standards for this PRD will have the homes setback 1.5 feet from the zero-lot-line side property line and 8.5 feet from the opposite side property line for most lots, effectively a 10-foot separation.** This will maintain the 10 feet of separation but place the entirety of the house, including the eaves, wholly on a lot.

The exceptions will be Lots 22 and 23. Lot 22 contains the model home, where the foundation has already been poured. The distance between the homes on those two lots will be 9 feet. The Building Code requires a separation of 10 feet between buildings unless the walls are fire-rated for one hour. The applicant has agreed to fire-rate the walls on the east side of the home on Lot 23 and the west side of the home on Lots 22 to account for the reduced separation. As a result, Lot 23 will also only have a 7.5-foot side yard setback to the east.

The PRD as approved also allowed for reduced setbacks of 20 feet for the front yard. Five lots (4, 5, 9, 10, & 11) by the corner of Green Hills Drive and Cottonwood Road had alternate setbacks, as laid out in the original zoning. These homes had 8-foot front setbacks rather than 20. Of these, Lots 5 and 11 are on corners, as is Lot 40. The setbacks on these reduced front setback lots is now further clarified to address both street frontages and the garage location in greater detail.

The new standards being proposed will also allow for the encroachment of porches into the front setback. The Zoning Code (Sec. 29.402(2)(iii)) already allows a porch to encroach by 8 feet front setbacks (a porch is defined as being open). Note that on corner lots no encroachment is permitted within the reduced front yard along the street.

Domani Setbacks & Development Requirements		
Front Setback for Enclosed Building		18'
Front Setback for Open Porch on (<i>model home</i>) Lot 22		13.5'
Front Setback for Open Porch on all lots except Lot 22		15'
Garage Setback		20'
Side Setback for Zero-Lot-Line		1.5'*
Side Setback Opposite Zero-Lot-Line on all lots except Lot 23		8.5'
Side Setback Opposite Zero-Lot-Line on Lot 23		7.5'
Rear Setback		1.5'*
Lots 4, 5, 9, 10, 11, 40	Front Setback for Enclosed Building	8'
	Front Setback for Open Porch	5'
	Garage Setback except on Lot 40	8'
	Garage Setback on Lot 40	20'
	Side Setback for Interior Lot – Zero-Lot-Line	1.5'*
	Side Setback for Interior Lot – Opposite Zero-Lot-Line	8.5'
	Side Setback, Corner Lot, Street Side	8'
	Side Setback, Corner Lot – Porch	8'

	Street Side	
	Side Setback, Corner Lot Interior Side	1.5'*
Eaves		*Eaves cannot cross property lines
Minimum Distance Between Houses except Lots 22 & 23		10'
Minimum Distance Between Houses on Lots 22 & 23		9'

The applicant also intends to move several property lines by several feet so that the proposed house plans fit onto the lots. This will have no bearing on the zoning. As a condition of approval, the applicant will make boundary line adjustments subsequent to approval of the PRD amendment and prior to issuance of additional building permits.

The following lots will have their common borders adjusted:

- 63 & 62 (south)
- 40 & 41(north)
- 40 & 39 (west)
- 35 & 34 (south)
- 23 & 22 (west)
- 22 & 23 will both have their rear lot line move south into the common lot

The proposed changes create adjustments to building placements, but maintain the overall design intent of the original PRD.. A complete analysis of the development with the F-PRD Development principles, supplemental development standards, and Major Site Development Plan criteria and other zoning standards is included in the Addendum and Attachments. *See Attachment C, Findings Regarding Planned Residence District (F-PRD) Development Principles; Attachment D, Findings Regarding Planned Residence District (F-PRD) Supplemental Development Standards; and Attachment E, Findings Regarding Major Site Development Plan Criteria.*

PLANNING & ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on December 16th and reviewed the proposed amendment. No one spoke at the public hearing. The Commission voted 6-0-0 to recommend that the City Council approve the Major Site Development Plan Amendment at 2200 Oakwood Road subject to conditions recommended by staff. Conditions are included with the proposed Alternative #1 that are remaining for the project and reflective of the Planning and Zoning Commission’s recommendation.

ALTERNATIVES:

1. Approve the Major Site Development Plan Amendment for Domani to modify setbacks and building separation requirements as described in this report and the following conditions:
 - A. Proceed with a boundary line adjustment prior to issuance of buildings permits for additional lots in the development.

- B. Include notes on the Major Site Development Plan that placement of accessory structures is prohibited within the side yards.
2. Approve with modified conditions the request for an Amendment to the PRD for the property at 2200 Oakwood Road.
 3. Deny the request for an Amendment to the PRD for the property at 2200 Oakwood Road, if the Council finds that the City's regulations and policies are not met.
 4. Defer action on this request and refer it back to City staff and/or the applicant for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

The Planned Residence District (F-PRD) is consistent with Land Use Policy Plan (LUPP) as a specialized zoning tool for encouraging innovative and mixed housing types. The density of development (5.21 units per acre), which will remain as is, does not exceed the low density residential minimum density standards of 7.26 units per acre. The proposal also exceeds the LUPP minimum density expectations of 3.75 dwelling units per acre for Village/Suburban designated areas. The density and number of units remains unchanged in this proposed amendment.

In an F-PRD, the Major Site Development Plan (MSDP) establishes zoning requirements, including building height, maximum number of units, bedrooms and density, site layout, and landscape design. Due to minimum width of the lots and the reduced size, the placement of homes and driveway location are critical to the success for the project. **The proposed plans provide for definition of the character of the zero-lot-line homes with an expectation for house placement. It allows for minor variations in house plan and aesthetics based upon buyer preference.**

With the conditions of approval, staff finds that the project meets the design principles of the F-PRD and complies with the standards of the MSDP. Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1, which is to recommend that the City Council approve the request for an Amendment to the PRD for the property at 2200 Oakwood Road with the noted conditions.

ADDENDUM

PROJECT DESCRIPTION:

The applicant is proposing to make minor modifications to the Domani Planned Residence Development by adjusting the setbacks for the 51 single-family, zero-lot-line houses in the development. (An additional 12 lots at the south end of the property will not be zero-lot-line.)

No changes are proposed for the density, layout, drainage, phasing, or other design considerations.

Setbacks and Yards

The current front setbacks, as approved on September 29, 2020, are 20 feet to the façade and 25 feet to the garage. The setbacks are reduced to 8 feet for five lots around the corner of Green Hills Drive and Cottonwood Road. The current side setbacks are 0 feet on one side and 10 feet on the other. The following table outlines the modified setbacks, which will allow for the entirety of the homes, including eaves, to be on a single lot and allow for porch projections beyond the front setback.

Domani Setbacks & Development Requirements		
Front Setback for Enclosed Building		18'
Front Setback for Open Porch on Lot 22 (model home)		13.5'
Front Setback for Open Porch on all lots except Lot 22		15'
Garage Setback		20'
Side Setback for Zero-Lot-Line		1.5'*
Side Setback Opposite Zero-Lot-Line on all lots except Lot 23		8.5'
Side Setback Opposite Zero-Lot-Line on Lot 23		7.5'
Rear Setback		1.5'*
Lots 4, 5, 9, 10, 11, 40	Front Setback for Enclosed Building	8'
	Front Setback for Open Porch	5'
	Garage Setback except on Lot 40	8'
	Garage Setback on Lot 40	20'
	Side Setback for Interior Lot – Zero-Lot-Line	1.5'*
	Side Setback for Interior Lot – Opposite Zero-Lot-Line	8.5'
	Side Setback, Corner Lot, Street Side	8'
	Side Setback, Corner Lot – Porch Street Side	8'
	Side Setback, Corner Lot Interior Side	1.5'*
Eaves		*Eaves cannot cross property lines
Minimum Distance Between Houses except Lots 22 & 23		10'
Minimum Distance Between Houses on Lots 22 & 23		9'

The zero-lot-line wall of each house will no longer be right on the property line with a 10-foot setback on the other side. Rather, the 10 feet of distance will be maintained but the homes moved by 1.5 feet to accommodate the eaves on each building.

Lot 22 will contain the Domani model home, the foundation of which has already been poured. The model home and the home on Lot 23 immediately to the west are proposed to be 9 feet from one another, rather than the 10 feet required by the Building Code. The applicant has agreed to build the walls nearest one another to a one-hour fire rating to compensate for this.

Lots 4, 5, 9, 10, and 11 were granted 8-foot front setbacks in the original zoning. That continues in the current request. The setbacks for the homes on the corners, Lots 5, 11, and 40, have also been clarified.

APPLICABLE REGULATIONS:

Land Use Policy Plan (LUPP) Related Goals and Objectives.

GOAL 4. It is the goal of Ames to create a greater sense of place and connectivity, physically and psychologically, in building a neighborhood and overall community identity and spirit. It is the further goal of the community to assure a healthier, safe, and attractive environment.

Objectives. In achieving an integrated community and more desirable environment, Ames seeks the following objectives.

4.A. Ames seeks to establish more integrated and compact living/activity areas (i.e. neighborhoods, villages) wherein daily living requirements and amenities are provided in a readily identifiable and accessible area. Greater emphasis is placed on the pedestrian and related activities.

GOAL 6. It is the goal of Ames to increase the supply of housing and to provide a wider range of housing choices.

Objectives. In increasing housing opportunities, Ames seeks the following objectives.

6.C. Ames seeks to establish higher densities in existing areas where residential intensification is designated with the further objective that there shall be use and appearance compatibility among existing and new development.

Future Land Use Map.

The Land Use Policy Plan Future Land Use Map designates the property as Village / Suburban Residential, the designation given upon annexation for land designated in the Ames Urban Fringe Plan (AUFPP) as Urban Residential.

See Attachment B, LUPP Future Land Use Map.

Proposed Zoning.

Ames Municipal Code Chapter 29, Section 15007, Zoning Text and Map Amendments, includes requirements for owners of land to submit a petition for amendment, a provision to allow the City Council to impose conditions on map amendments, provisions for notice to the public, and time limits for the processing of rezoning proposals.

The existing and proposed zoning is Planned Residence District (F-PRD) which is permissible with any underlying LUPP Future Land Use Map designation for residential. *See Attachment A, Aerial and Existing Zoning Map.*

Ames Municipal Code Chapter 29, Section 1203, Planned Residence District, includes development principles, uses that are permitted, and supplemental development standards that apply to properties in this zone. See Attachment C, Findings Regarding F-PRD Development Principles, and Attachment D, Findings Regarding F-PRD Supplemental Development Standards.

Property developed according to the F-PRD requirements allows for innovative housing types and creates a development pattern that is more aesthetic in design and sensitive to the natural features of the site and to surrounding uses of land than would customarily result from the application of the requirements of other residential zoning districts. Development is to include a mix of housing types, integrated design, open space, site amenities, and landscaping that exceeds the requirements that exist in other residential zone development standards.

Planned Residence District (F-PRD) Development Principles.

Property that is zoned F-PRD must adhere to the development principles in Ames Municipal Code Section 29.1203(2). *See Attachment C, Findings Regarding F-PRD Development Principles.*

Planned Residence District (F-PRD) Supplemental Development Standards.

Property that is zoned F-PRD must also be developed according to the supplemental development standards in Ames Municipal Code Section 29.1203(5). *See Attachment D, Findings Regarding F-PRD Supplemental Development Standards.*

Major Site Development Plan Design Standards.

The F-PRD rezoning requires an accompanying major site development plan. This plan describes all aspects of the site. *See Attachment F, Site Development Plan Package.* Additional criteria and standards for review of all Major Site Development Plans are found in Ames *Municipal Code* Section 29.1502(4) (d). *See Attachment E, Findings Regarding Major Site Development Plan Design Standards.*

Development Agreement.

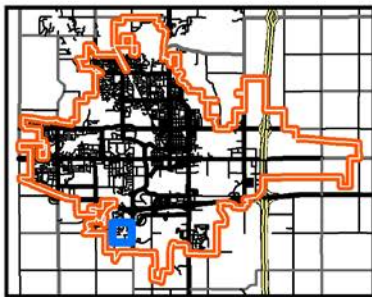
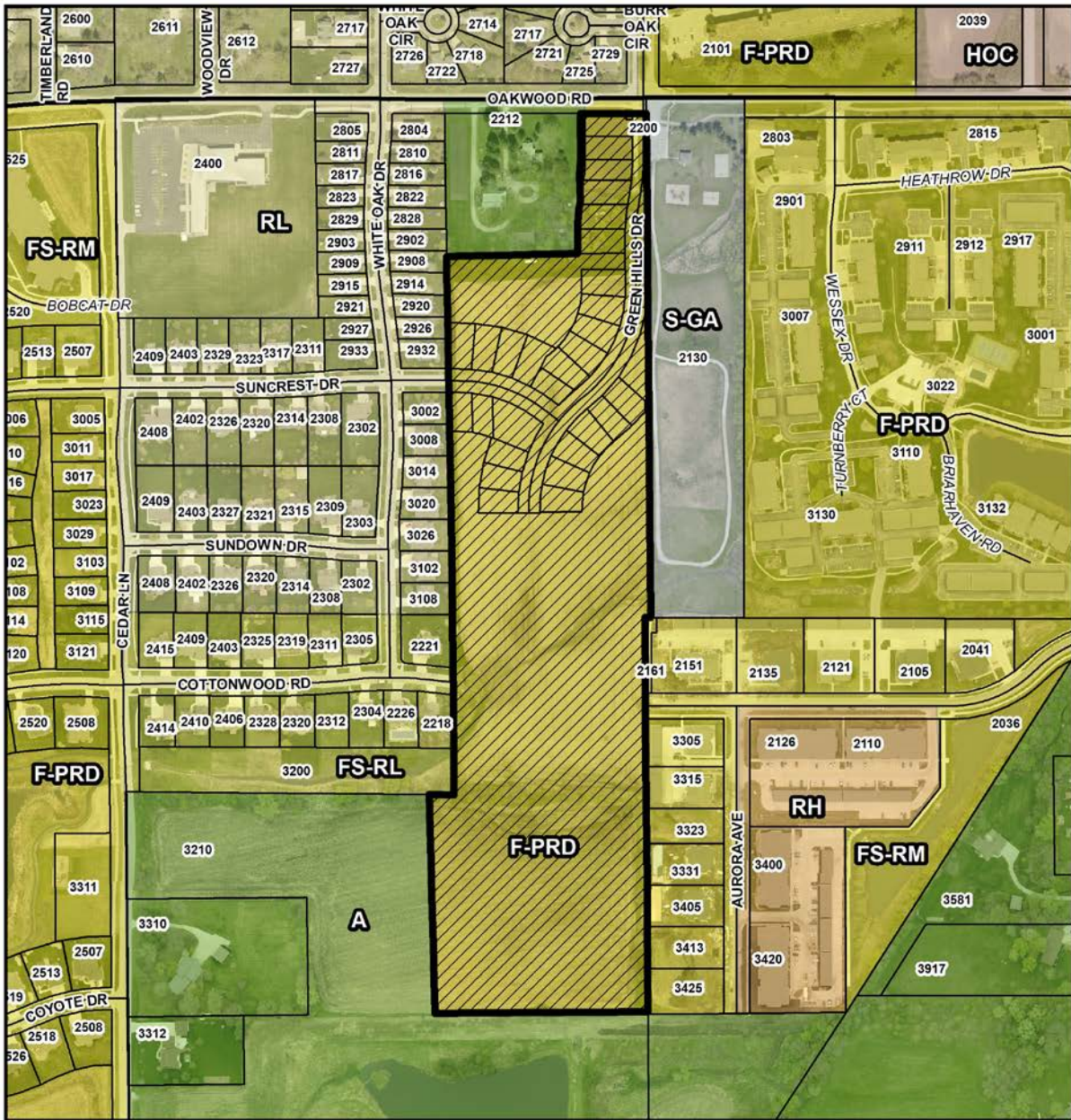
A development agreement is required between the developer and the City for work inside Christofferson Park and for work to be done in public rights-of-way.

Meetings/Public Notice.

Public noticing requirements are included in Ames *Municipal Code* Chapter 29, Section 1500(2)(d). Notice was mailed to property owners within 200 feet of the subject site and a sign was posted on the subject property. Staff has received no direct comments at this time.

Attachment A

Aerial and Existing Zoning Map



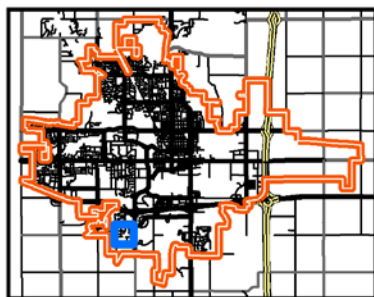
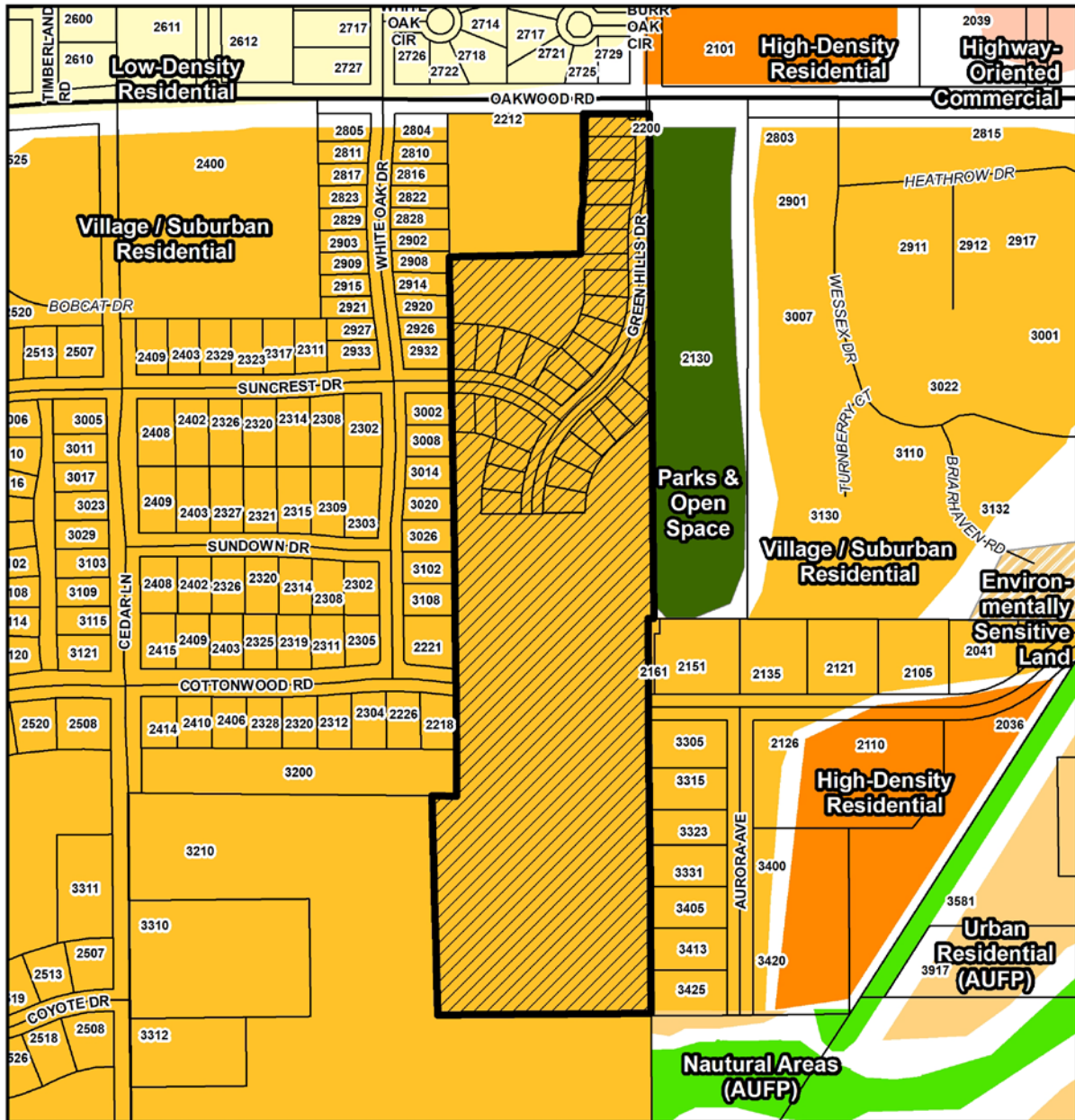
Aerial & Zoning Map 2200 Oakwood Road - Domani Planned Residence District AMENDMENT



The existing zoning of the property is Planned Residence District (PRD).

Attachment B

Land Use Policy Plan Future Land Use Map & Ames Urban Fringe Plan



LUPP & AUFF Map 2200 Oakwood Road - Domani Planned Residence District AMENDMENT



Attachment C

Findings Regarding Planned Residence District (F-PRD) Development Principles

Property that is zoned F-PRD shall be developed in accordance with the Zone Development Principles listed in Section 29.1203(2). Each principle is addressed below.

- 1. Provide for innovative and imaginative approaches to residential development that would not occur as a result of the underlying zoning regulations.***

Domani will have zero-lot-line placement of single-family houses on 51 of the 63 lots. The diminished setback on one side of the lot will be balanced with a large setback of at least 10 feet on the opposite side to create a wide side yard, described by the applicant as a “courtyard,” though the space will not be enclosed on all sides by building. Of the 51 zero-lot-line lots, 27 of them will be smaller than 6,000 square feet, the minimum for the base zoning district of RL.

- 2. Result in a more efficient, aesthetic, desirable and economic use of land and other resources while maintaining density of use, as provided for in the Land Use Policy Plan and the underlying zoning.***

The Domani property was annexed to the City in 2019 when the LUPP designation Village / Suburban Residential was applied.

The proposed development provides for smaller lot sizes and compact development on a site that has a large area devoted to drainage. The drainage features have accounted for the recurring problems in the area and serve to adequately mitigate flooding. The development also provides for numerous pedestrian connections to the park from the south and the west.

The open space percentage for the development is 41%. The proposed density is 5.21 dwelling units per acre.

- 3. Promote innovative housing development that emphasizes efficient and affordable home ownership and occupancy.***

The Domani development is following an existing model of zero-lot-line homes. The homebuilder, Epcon, has several developments in Iowa, mostly in the Des Moines area, and numerous other developments around the country with the same home models.

The zero-lot-line homes will be primarily one story with small yards requiring little maintenance.

- 4. Provide for flexibility in the design, height, and placement of buildings that are compatible with and integrate with existing, developed neighborhoods and the natural environment.***

The development will have two pieces: 51 zero-lot-line and 12 custom home sites. The zero-lot-line homes will be on a mix of lot sizes: 27 smaller than 6,000 square feet, the minimum for the base zoning, RL, and 24 larger. The zero-lot-line lot sizes are not uniform, but most will be under 60 feet in width. The lots for the custom-built homes are larger: five are less than 8,000 square feet and seven are greater than 20,000 square feet.

The development will abide by the PRD requirements that the perimeter setbacks comply with the base zoning, RL in this case. The setbacks will be 8 feet along the west perimeter on Suncrest Drive (side lot line), 8 feet along the east perimeter on Cottonwood Road (side lot line), 20 on west perimeter adjacent to 2212 Oakwood Road (rear lot line), and 20 feet on the east perimeter adjacent to Christofferson Park for Lot 35. The applicant has indicated that the zero-lot-line homes will be single-story.

The applicant intends for the architectural style of the zero-lot-line homes to be “modern farmhouse.”

5. ***Promote aesthetic building architecture, significant availability of open space, well designed and landscaped off-street parking facilities that meet or exceed the underlying zone development standards, more recreation facilities than would result from conventional development, and pedestrian and vehicular linkages within and adjacent to the property.***

The applicant intends for the zero-lot-line homes to have a “modern farmhouse” aesthetic. The development will meet the minimum open space requirement of 40%; Domani has 41% open space overall. There will be no off-street parking lots.

Recreational facilities are to be found primarily in the community clubhouse, with accompanying swimming pool. Outlot C will have a pedestrian path connecting to Christofferson Park.

The new neighborhood will also connect the existing street grid, providing access to Christofferson Park for the neighborhoods to the west and southeast.

(See Attachment F, Site Development Plan Package)

6. ***Provide for the preservation of identified natural, geologic, historic and cultural resources, drainage ways, floodplains, water bodies, and other unique site features through the careful placement of buildings and site improvements.***

The development will account for natural stormwater drainage at the southern portion of the site that flows across the lot from the west and onto Christofferson Park to the east. The site will have five drainage / stormwater outlots containing three ponds to manage the water. The Public Works Department has reviewed the proposed design and is satisfied that it will not increase stormwater runoff

onto adjacent properties, nor adversely affect drainage in nearby neighbors or the City park. The proposed design meets all quality, quantity, and protection requirements of the Chapter 5B.

7. ***Provide for a development design that can be more efficiently served by existing and proposed infrastructure, including street, water, sewer, and storm water infrastructure, than would be otherwise required as a result of conventional development.***

The design of the neighborhood will connect existing street stubs (one for Suncrest Drive, two for Cottonwood Road) to complete the street grid via the spine of Green Hills Drive. Domani will have five street outlets, including the extension of Green Hills Drive to the south, which becomes Lunetta Drive when it turns to the west.

The stormwater infrastructure is designed to meet City standards.

All utilities will be able to be extended to serve Domani in an efficient manner.

Attachment D

Findings Regarding Planned Residence District (F-PRD) Supplemental Development Standards

Property that is zoned F-PRD shall be developed in accordance with the Zone Development Standards listed in Table 29.1203(5). Each standard is addressed below.

- 1. Area Requirement. A minimum of two (2) acres shall be required for all areas developed as F-PRD.***

The subject site includes 23.764 acres.

- 2. Density. Densities shall comply with the densities provided for in the Land Use Policy Plan and the underlying base zone regulations. In the case of more than one base zone designation, each area of the PRD project shall comply with the density limitation that is established for the base zone of that area. Density transfer from one area of a PRD project to another area of the same project with a lower base zone density is not permitted.***

Underlying Base Zone: Suburban Residential Floating Zone – Residential Low Density

Proposed Density: 5.21 Dwelling Units / Acre

Maximum Density: 7.26 Dwelling Units / Acre

- 3. Height Limitations. Structures proposed to be developed in areas zoned PRD shall be compatible with the predominant height of the structures in adjacent neighborhoods.***

The applicant has not stated that the maximum height will differ from the base district (RL) where the maximum is 40 feet or 3 stories, whichever is lower. This restriction mirrors or is more restrictive than the adjacent districts where the maximum height is:

- RL – mirrors PRD
- RL – same as base district in PRD
- A – mirrors PRD
- FS-RM – PRD is more restrictive
- S-GA – district assigned to government property (city, county, state): no limit given

- 4. Minimum Yard and Setback Requirements. There are no specified yard and setback requirements in areas zoned PRD, except that structures constructed adjacent to public right-of-way and adjacent to the exterior boundary of an area zoned PRD shall comply with setback standards of the underlying base zoning regulations, unless there are physical features on the site that would justify a different setback than provided for in the base zone.***

The proposed Domani development regulations are as follows:

Domani Setbacks & Development Requirements		
Front Setback for Enclosed Building		18'
Front Setback for Open Porch on Lot 22 (model home)		13.5'
Front Setback for Open Porch on all lots except Lot 22		15'
Garage Setback		20'
Side Setback for Zero-Lot-Line		1.5'*
Side Setback Opposite Zero-Lot-Line on all lots except Lot 23		8.5'
Side Setback Opposite Zero-Lot-Line on Lot 23		7.5'
Rear Setback		1.5'*
Lots 4, 5, 9, 10, 11, 40	Front Setback for Enclosed Building	8'
	Front Setback for Open Porch	5'
	Garage Setback except on Lot 40	8'
	Garage Setback on Lot 40	20'
	Side Setback for Interior Lot – Zero-Lot-Line	1.5'*
	Side Setback for Interior Lot – Opposite Zero-Lot-Line	8.5'
	Side Setback, Corner Lot, Street Side	8'
	Side Setback, Corner Lot – Porch Street Side	8'
Side Setback, Corner Lot Interior Side	1.5'*	
Eaves		*Eaves cannot cross property lines
Minimum Distance Between Houses except Lots 22 & 23		10'
Minimum Distance Between Houses on Lots 22 & 23		9'

5. *Parking Requirements. Parking for uses permitted in areas zoned PRD shall comply with the parking standards in Section 29.406.*

The PRD requirements stipulate that parking must comply with the minimums listed in Sec. 29.406. Staff has determined that the private, community clubhouse is no different than the clubhouse for an apartment complex, which does not require parking in excess of that required for the individual apartment units. As such, there will be no off-street parking. The developer has agreed to widen the roadway and provide five, on-street, spaces adjacent to the clubhouse.

All homes will meet minimum parking requirements with at least a two-car garage. Homes with setbacks less than 20 feet will not have permissible driveway parking as extra parking for a household.

6. *Open Space Design Requirements. Open Space shall be designed as a significant and integrated feature of the entire area to be developed as a PRD project.*

The open space for Domani consists primarily of drainage and stormwater ponds. The development does, however, provide pedestrian connections to Christofferson Park.

7. *Open Space Area Requirement. The area devoted to open space in a PRD project shall meet the landscape and open space requirements as set forth in the base zone standards.*

A minimum open space requirement of 40% is required for the F-PRD zone, given its base zone of Residential Low Density (RL). The development will be 41% open.

8. *Open Space Improvements and Amenities.*

The open space improvements include improved access to Christofferson Park for Domani residents and the neighborhoods to the west. The primary Domani amenity is the clubhouse and swimming pool.

9. *Maintenance of Open Space and Site Amenities.*

All maintenance of Open Space and Site Amenities will be provided by the Domani Homeowners' Association.

Attachment E

Findings Regarding Major Site Development Plan Design Standards

Additional criteria and standards for review of all Major Site Development Plans are found in Ames Municipal Code Section 29.1502(4)(d) and include the following requirements.

- 1. The design of the proposed development shall make adequate provisions for surface and subsurface drainage to limit the rate of increased runoff of surface water to adjacent and downstream property.***

The proposed expansion includes development of new stormwater detention facilities to meet the City's Municipal Code requirements to capture specified quantities of water and treat it for water quality before releasing it from the site. The treatment facilities are located on five outlots, spread throughout the development. The outlots contain three stormwater retention / detention ponds.

- 2. The design of the proposed development shall make adequate provision for connection to water, sanitary sewer, electrical, and other utility lines within the capacity limits of those utility lines.***

The provision and extension of utilities was reviewed and found adequate to support the anticipated load of the proposed development.

- 3. The design of the proposed development shall make adequate provision for fire protection through building placement, acceptable location of flammable materials, and other measures to ensure fire safety.***

The fire inspector has reviewed access and fire truck circulation and found that the needs of the fire department are met. Upon completion, the site will have four street connections and a stub for a fifth.

- 4. The design of the proposed development shall not increase the danger of erosion, flooding, landslide, or other endangerment to adjoining and surrounding property.***

The proposed development is not anticipated to create a danger. Stormwater facilities are located on five outlots containing three stormwater ponds.

- 5. Natural topographic and landscape features of the site shall be incorporated into the development design.***

There are no notable topographic features of the site. Most of the site is farm field and is mostly devoid of existing landscaping and trees.

6. ***The design of the interior vehicle and pedestrian circulation shall provide for convenient flow of vehicles and movement of pedestrians and shall prevent hazards to adjacent streets or property.***

The proposed development connects all existing streets stubs currently terminating at the property line of the site. The street grid will be extended at the southern end with a new street stub to the west, towards Cedar Lane. Sidewalks are provided on both sides of all streets with crossings at street intersections. Two midblock pedestrian crossings across Green Hills Drive are located between Oakwood Road and Suncrest Drive and between Suncrest Drive and Cottonwood Road.

7. ***The design of outdoor parking areas, storage yards, trash and dumpster areas, and other exterior features shall be adequately landscaped or screened to minimize potential nuisance and impairment to the use of adjoining property.***

Landscaping will be provided around the clubhouse. The general development standards of the zoning ordinance have been met, including street trees in accordance with Sec. 23.402.

8. ***The proposed development shall limit entrances and exits upon adjacent streets in order to prevent congestion on adjacent and surrounding streets and in order to provide for safe and orderly vehicle movement.***

The development complies with development standards for connecting existing street stubs and providing for the projection of future streets to the southwest.

9. ***Exterior lighting shall relate to the scale and location of the development in order to maintain adequate security, while preventing a nuisance or hardship to adjacent property or streets.***

Lighting details will be provided at the time of building permit. The lighting plan will be required to meet the City's standards for "dark sky" protection.

10. ***The proposed development shall ensure that dust and other forms of air pollution, noise disturbances, odor, glare, and other nuisances will be limited to acceptable levels as prescribed in other applicable State and City regulations.***

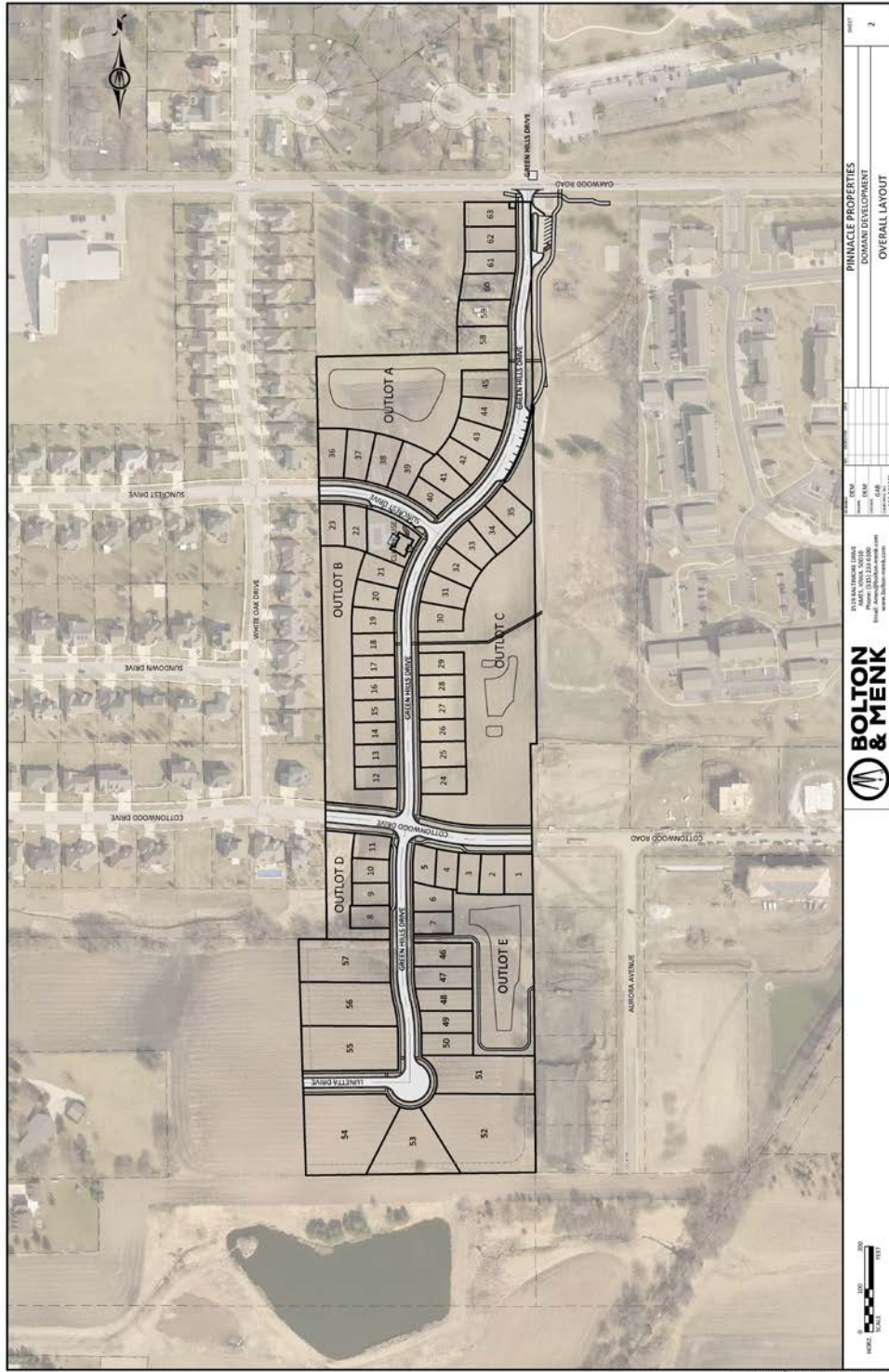
The proposed development is not expected to generate any nuisances as a residential development.

11. ***Site coverage, building scale, setbacks, and open spaces shall be in proportion with the development property and with existing and planned development and structures, in adjacent and surrounding property.***

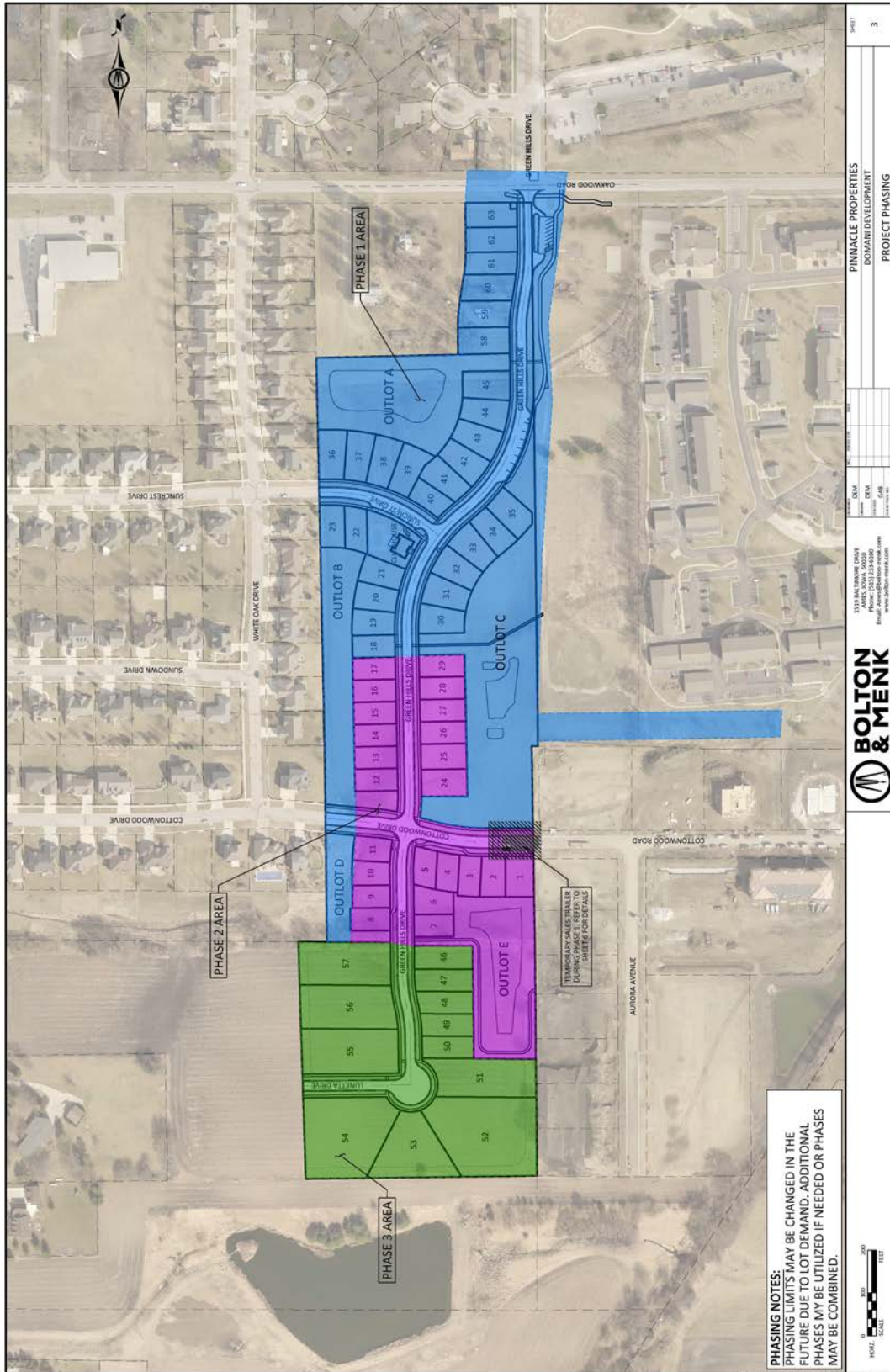
The site layout and proposed buildings are of a scale compatible to the surrounding uses. The neighborhoods to the west are single-family, as will Domani. The residential areas to the east are of a higher density.

Attachment F

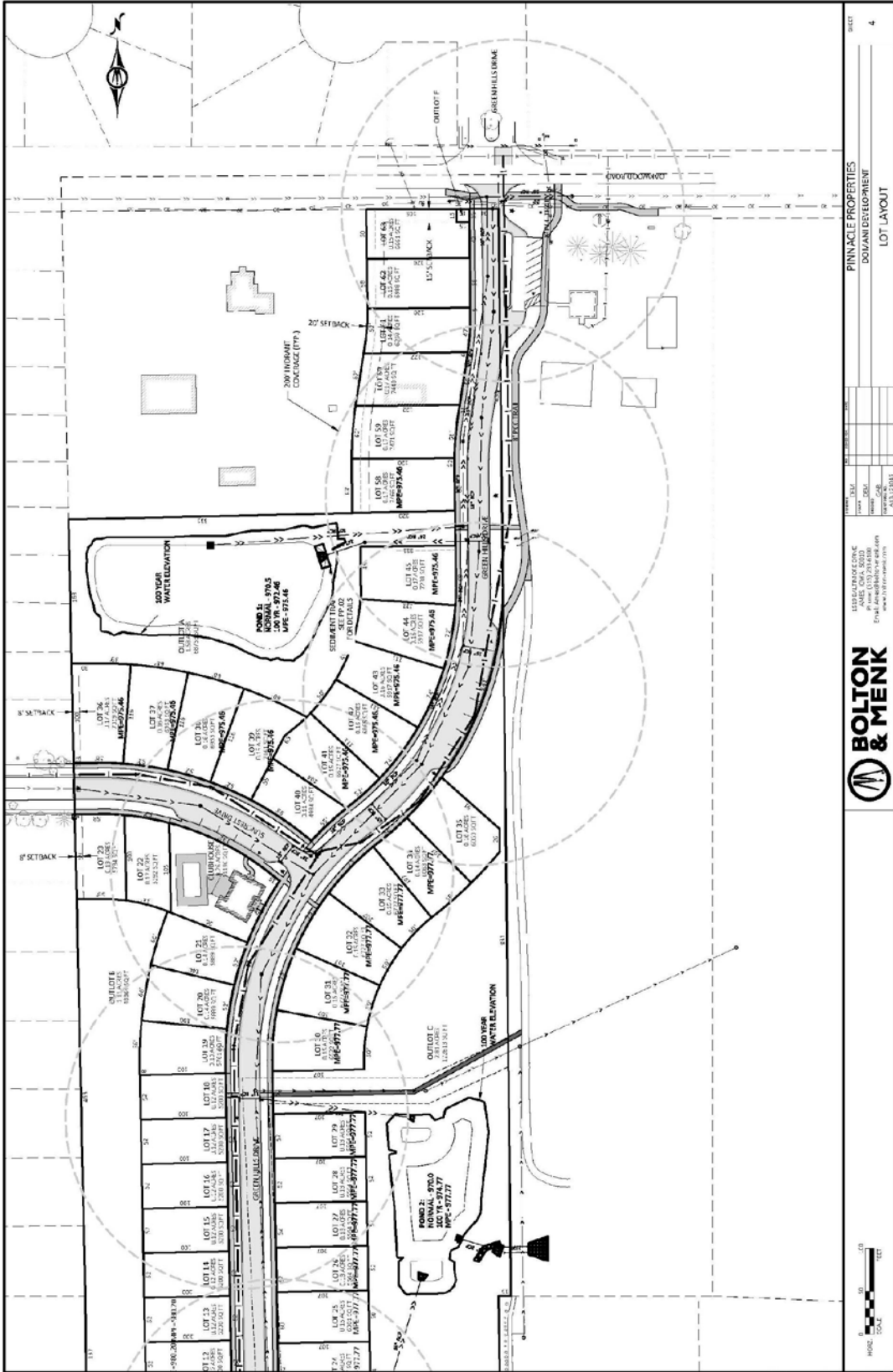
Site Development Plan Package



Site Layout



Phasing Plan



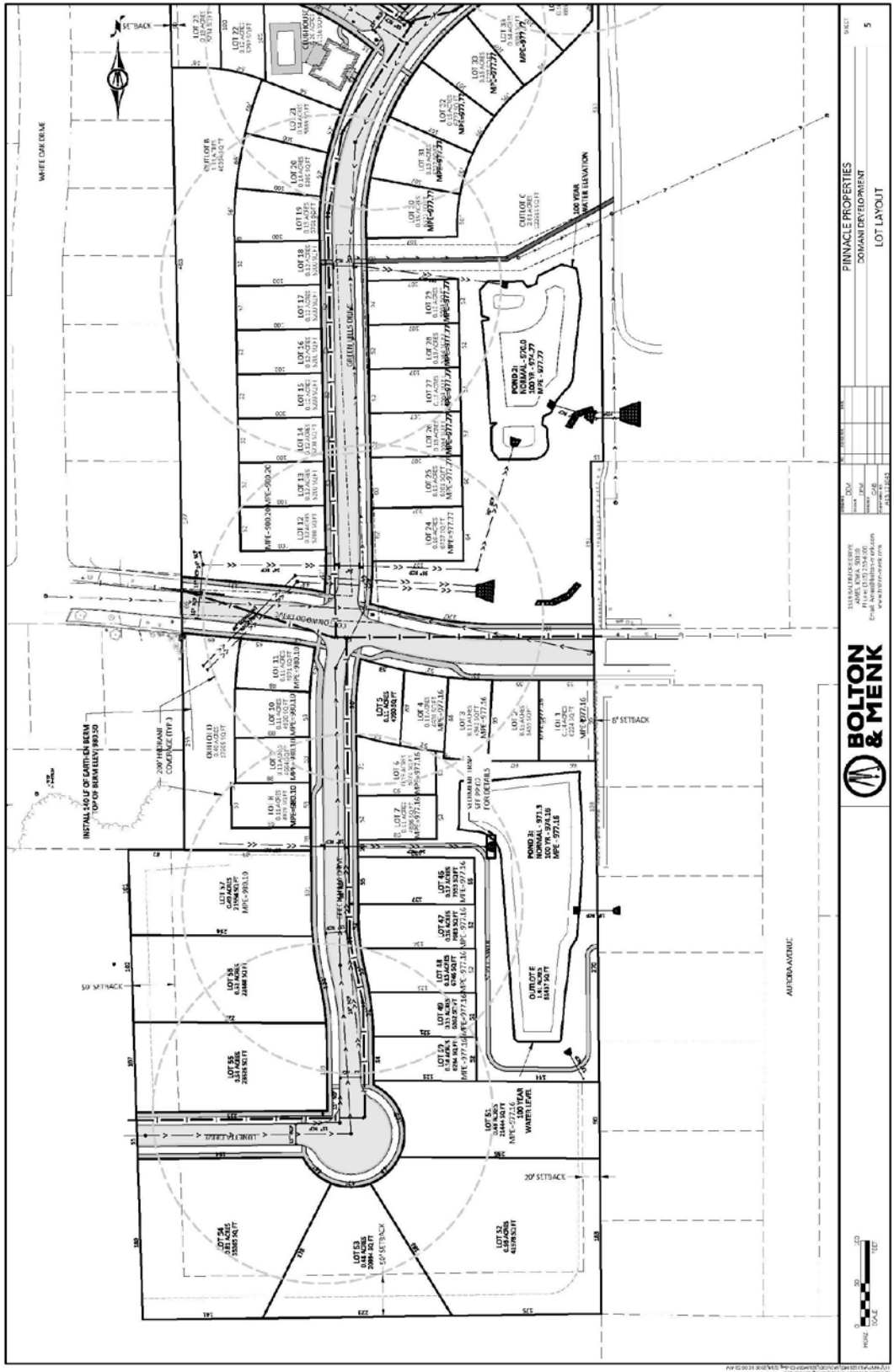
PINNACLE PROPERTIES
 DOWANI DEVELOPMENT
 LOT LAYOUT

SHEET
 4

BOLTON & MENK
 CONSULTING ENGINEERS
 JAMES DOUGLAS
 Project: 15101 DOWANI
 Date: 08/11/2011
 www.boltonmenk.com

HORIZ. SCALE
 1" = 100'

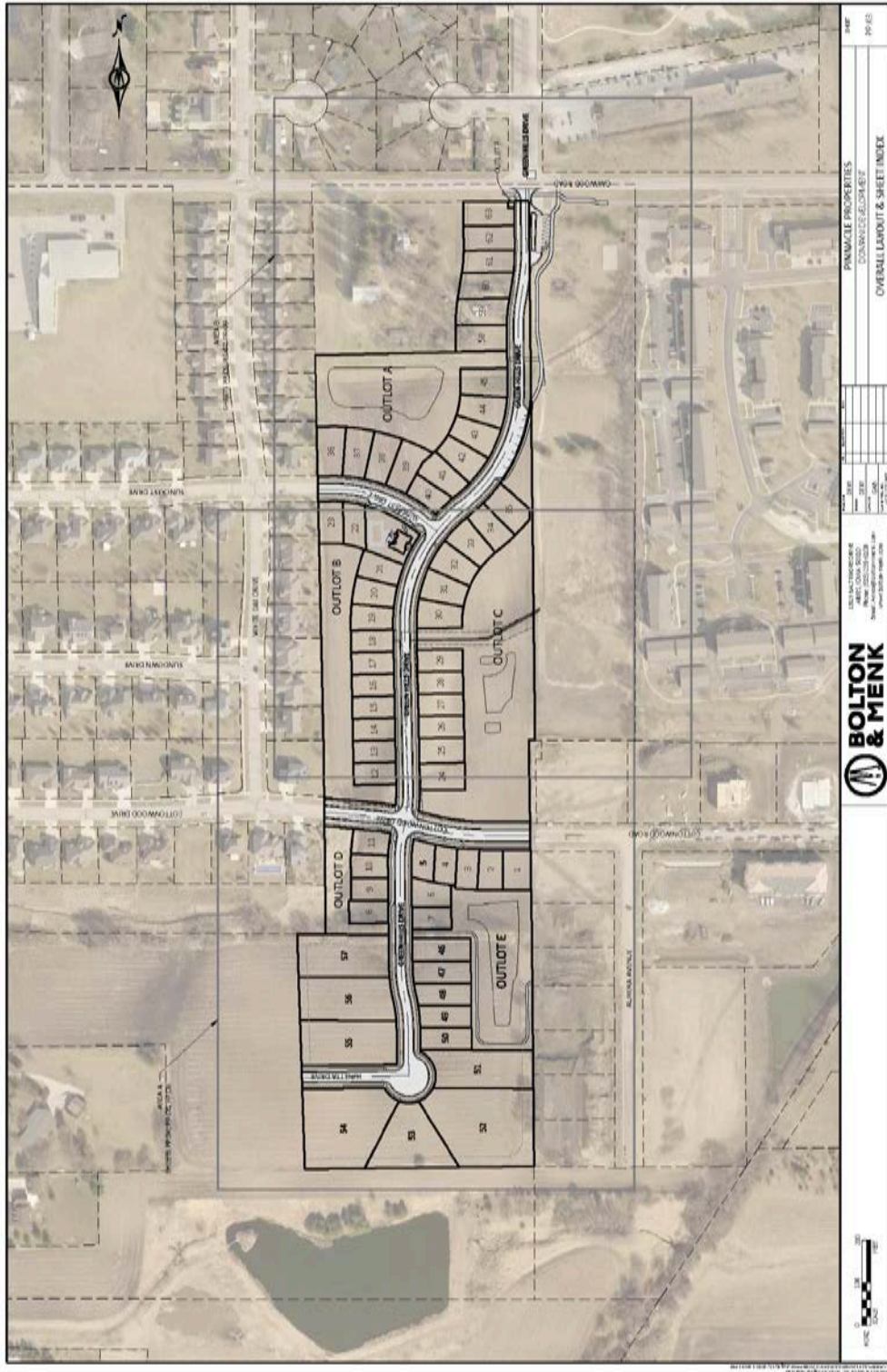
Site Plan – North



Site Plan – South

Attachment G

Preliminary Plat – as approved on September 29, 2020



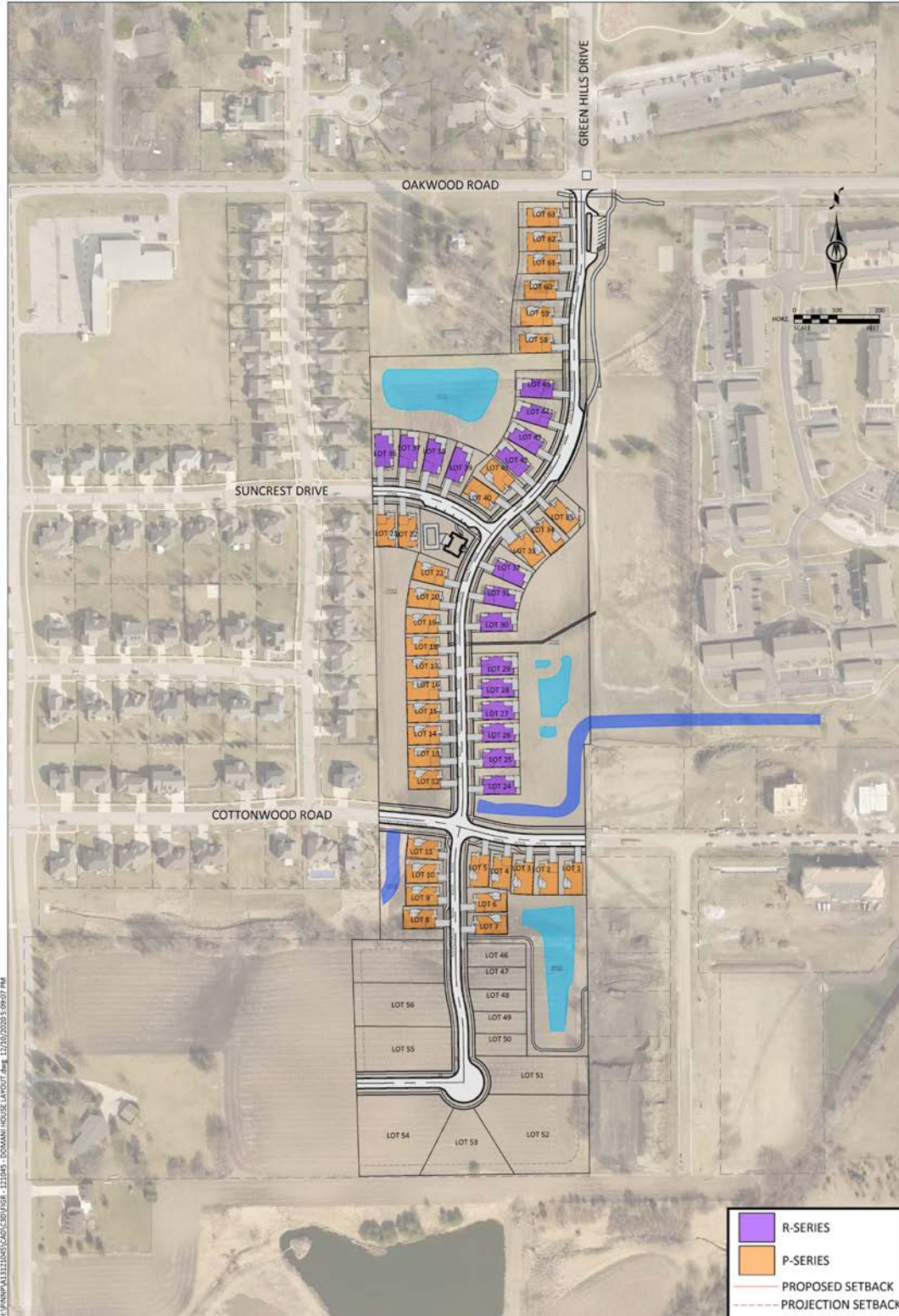
Site Layout

Attachment H

Home Placement on Lots

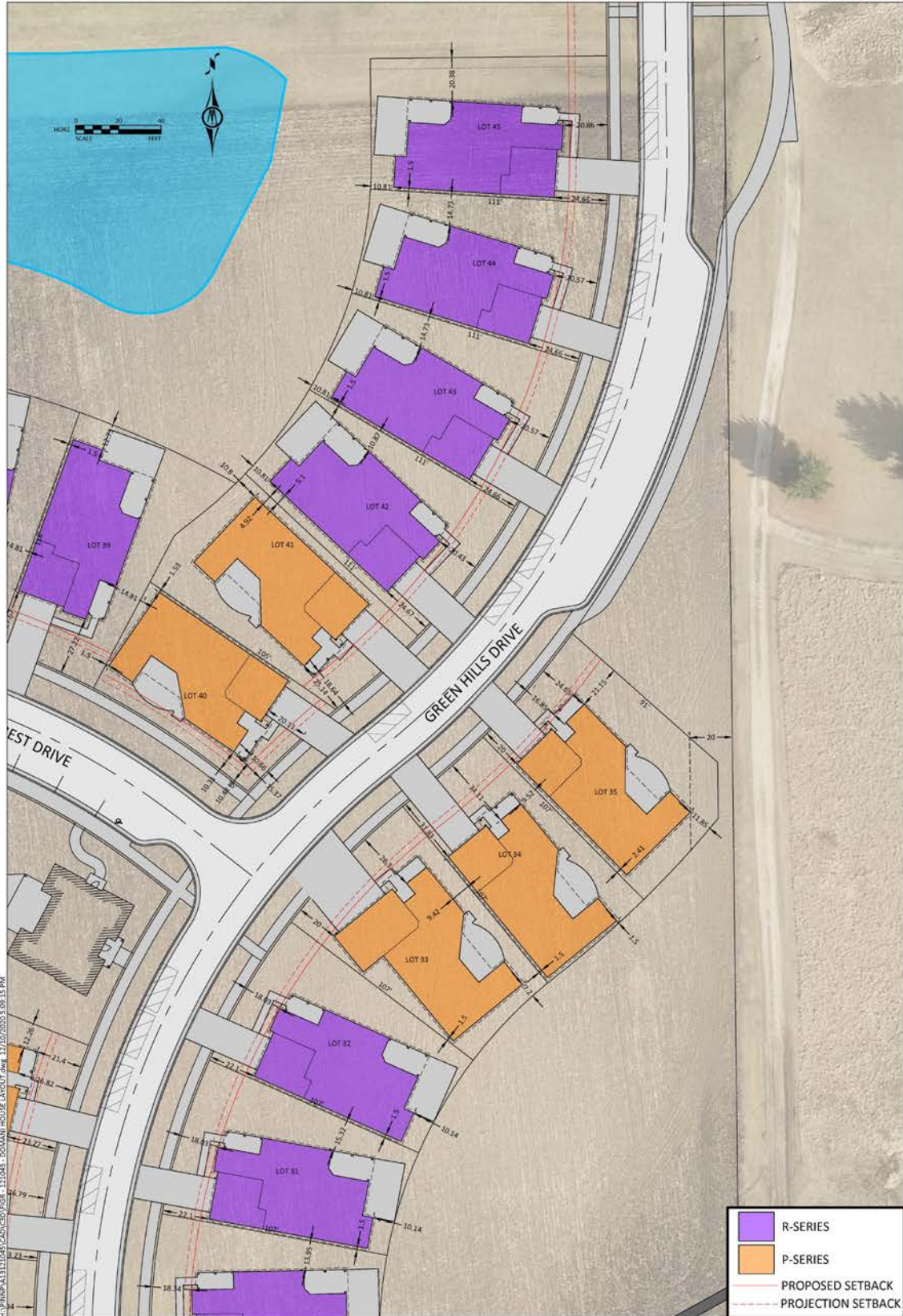
Domani Development
Pinnacle Properties

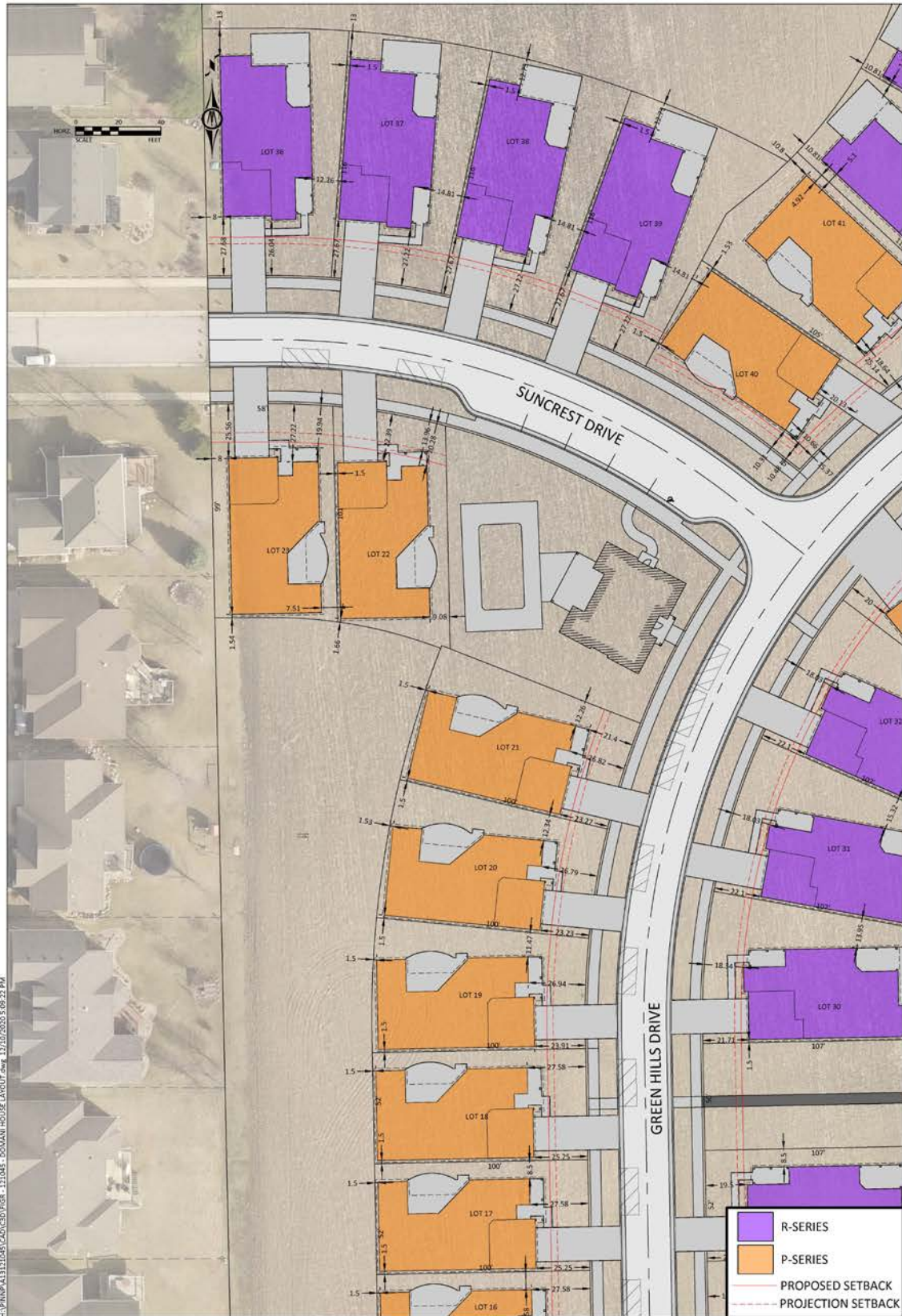
Overall House Layout
November 2020

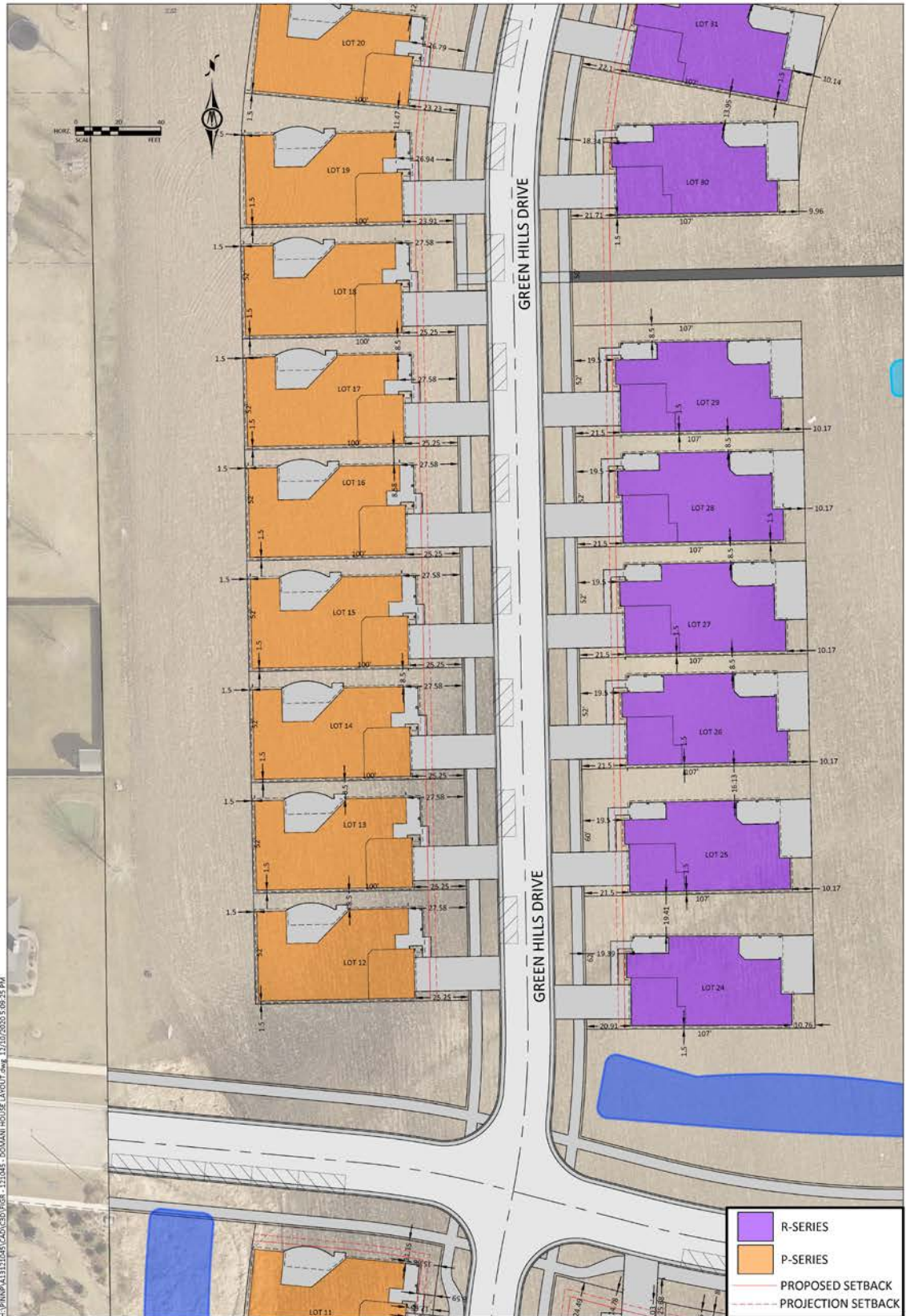


H:\P\N\A\111605\CAD\CED\FOR_221045 - DOMANI HOUSE LAYOUT.dwg 12/10/2020 5:09:07 PM

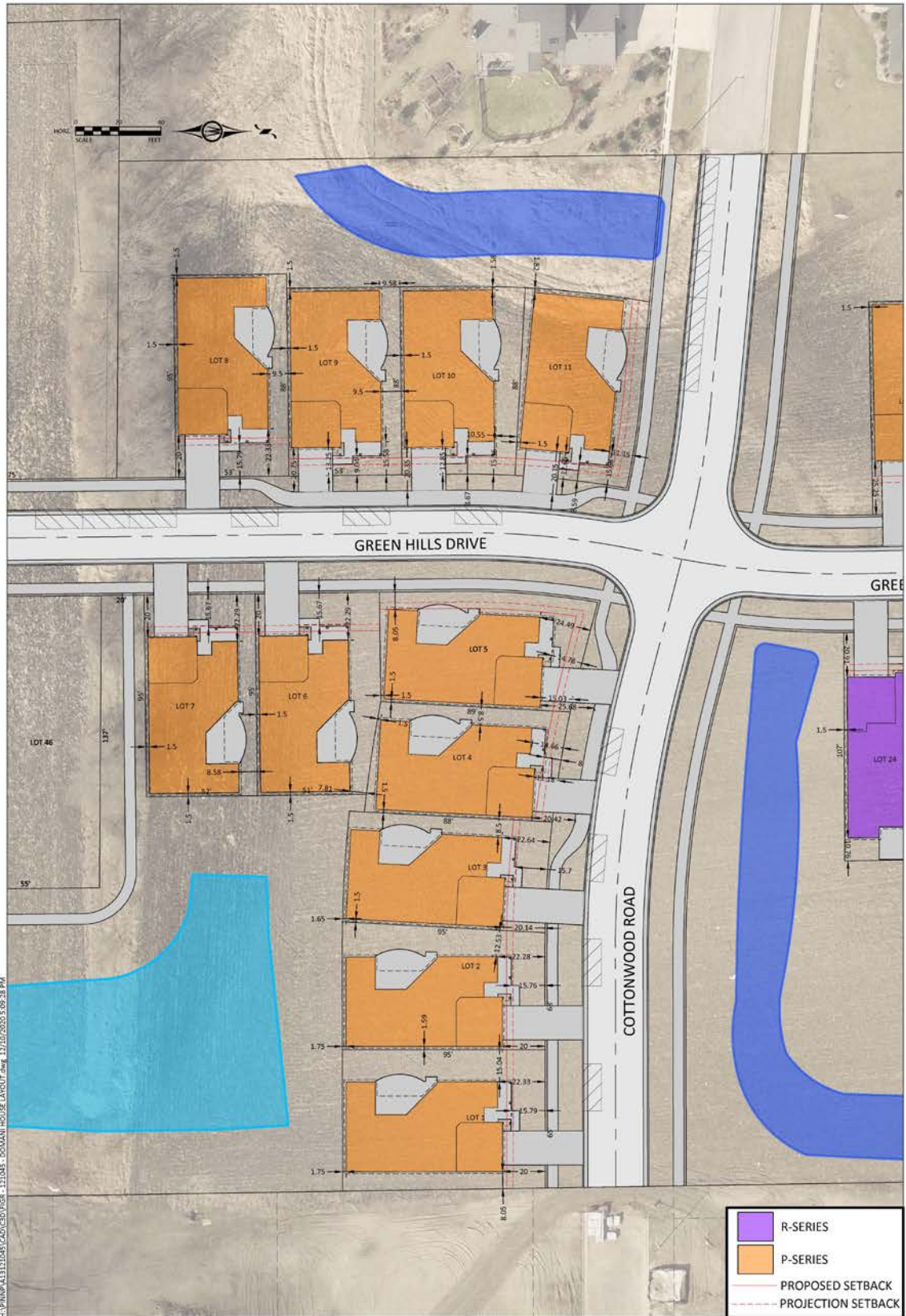








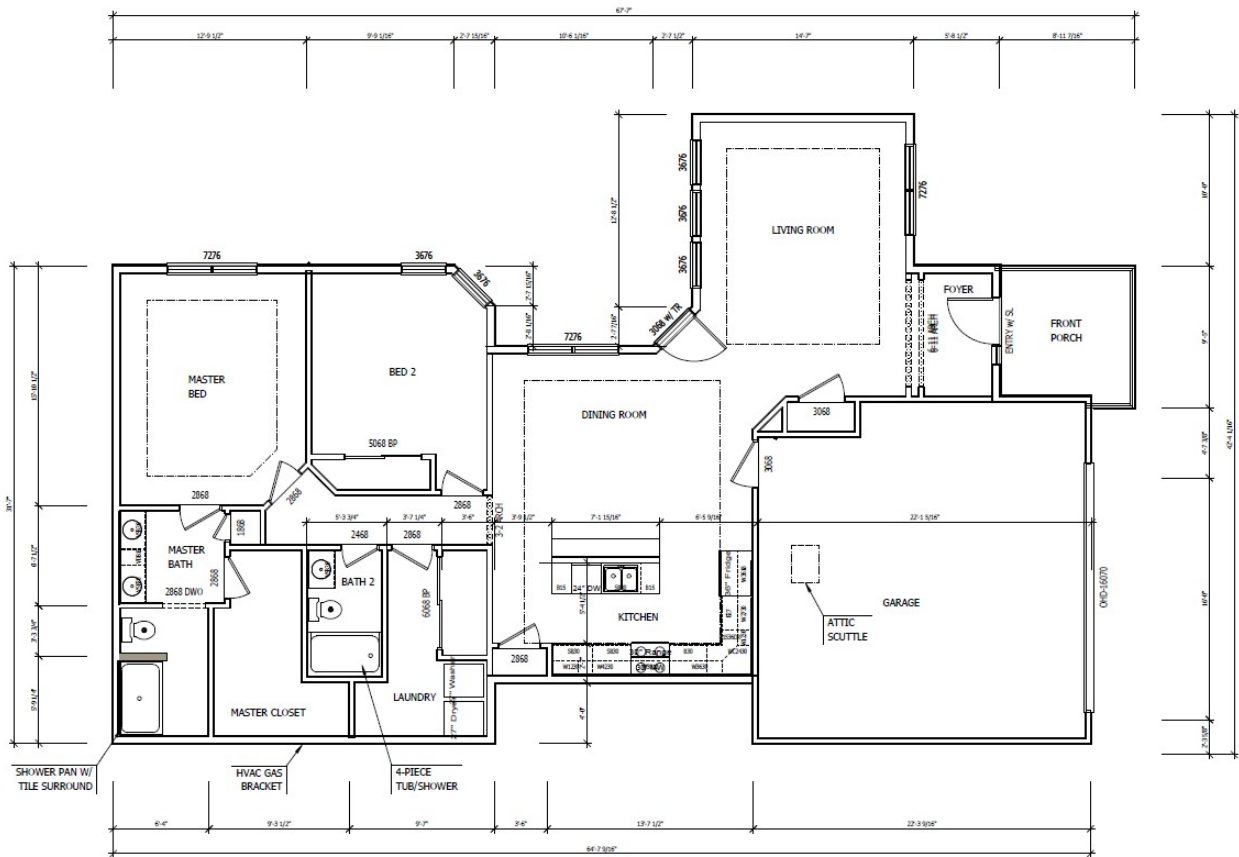
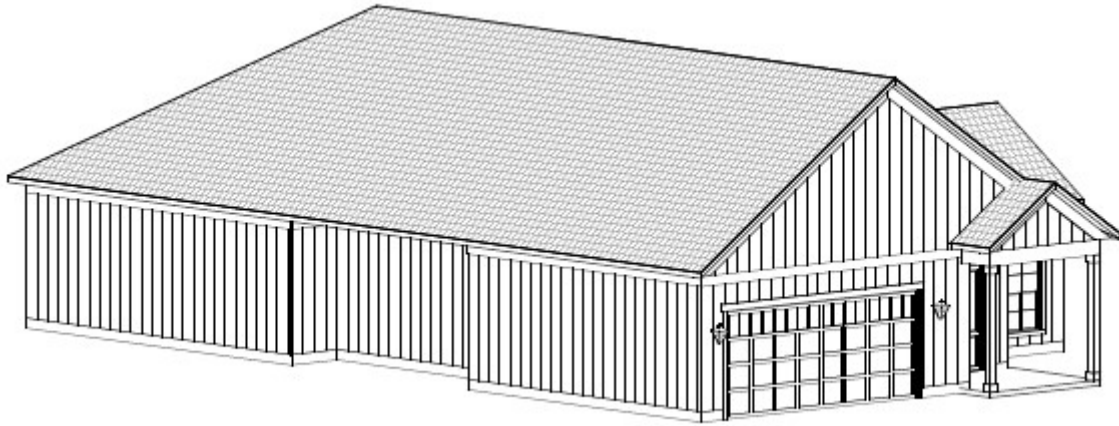
H:\P\143112\143112\CAD\CAD\143112\143112\DOMANI HOUSE LAYOUT.dwg 12/10/2020 5:08:25 PM



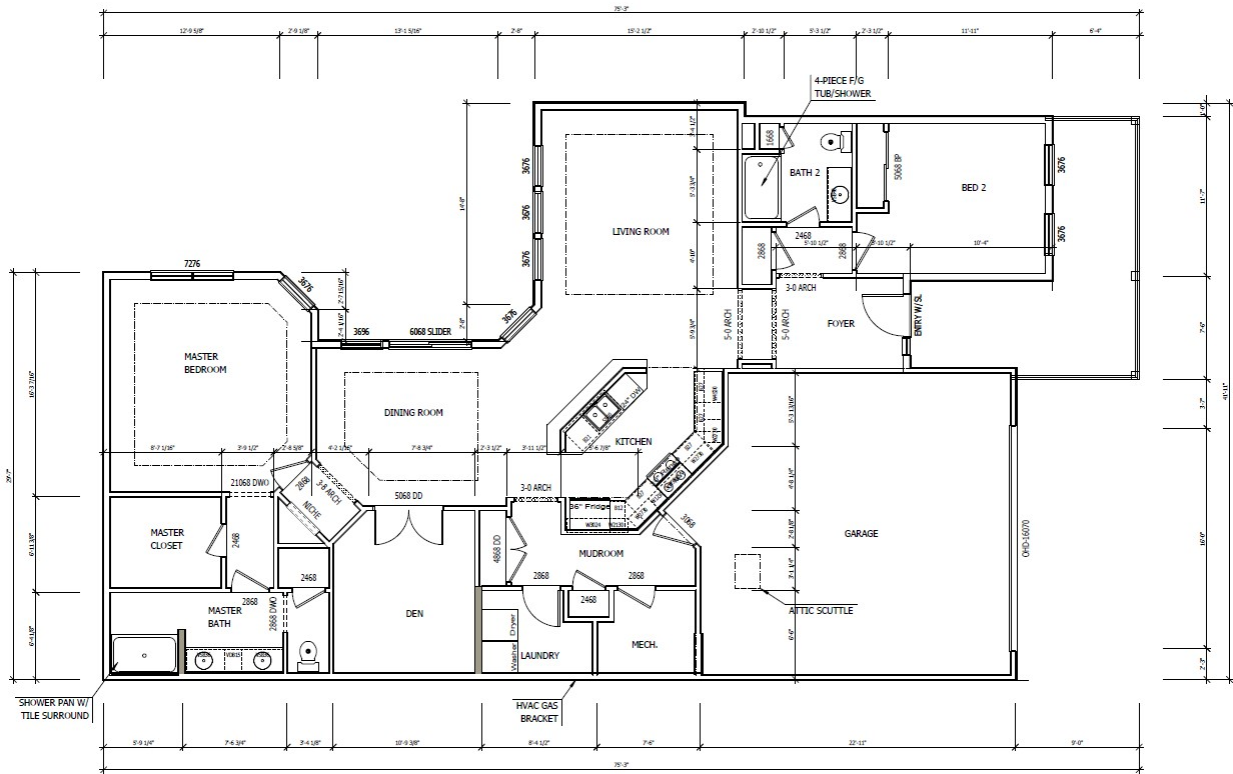
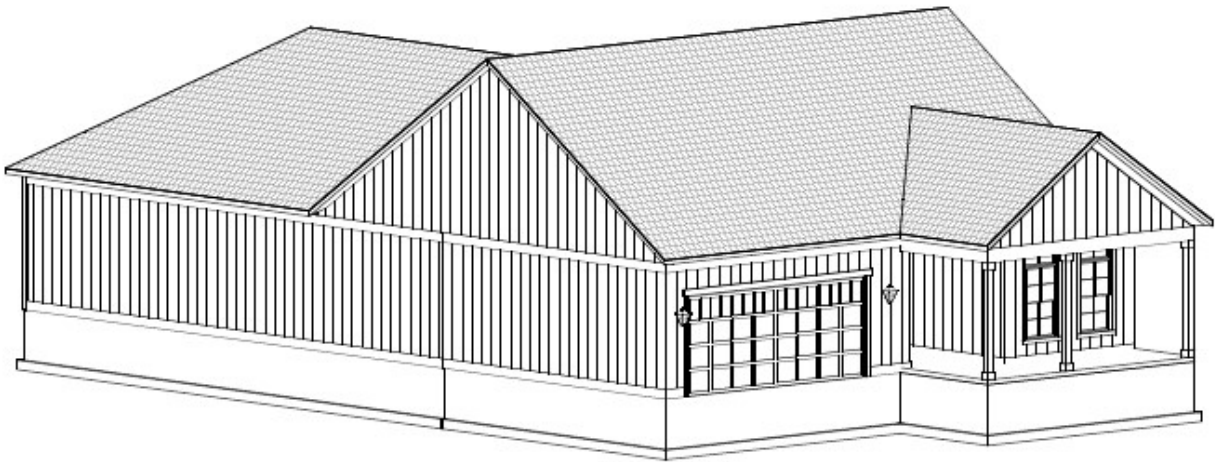
Attachment I

Model Homes – P Series

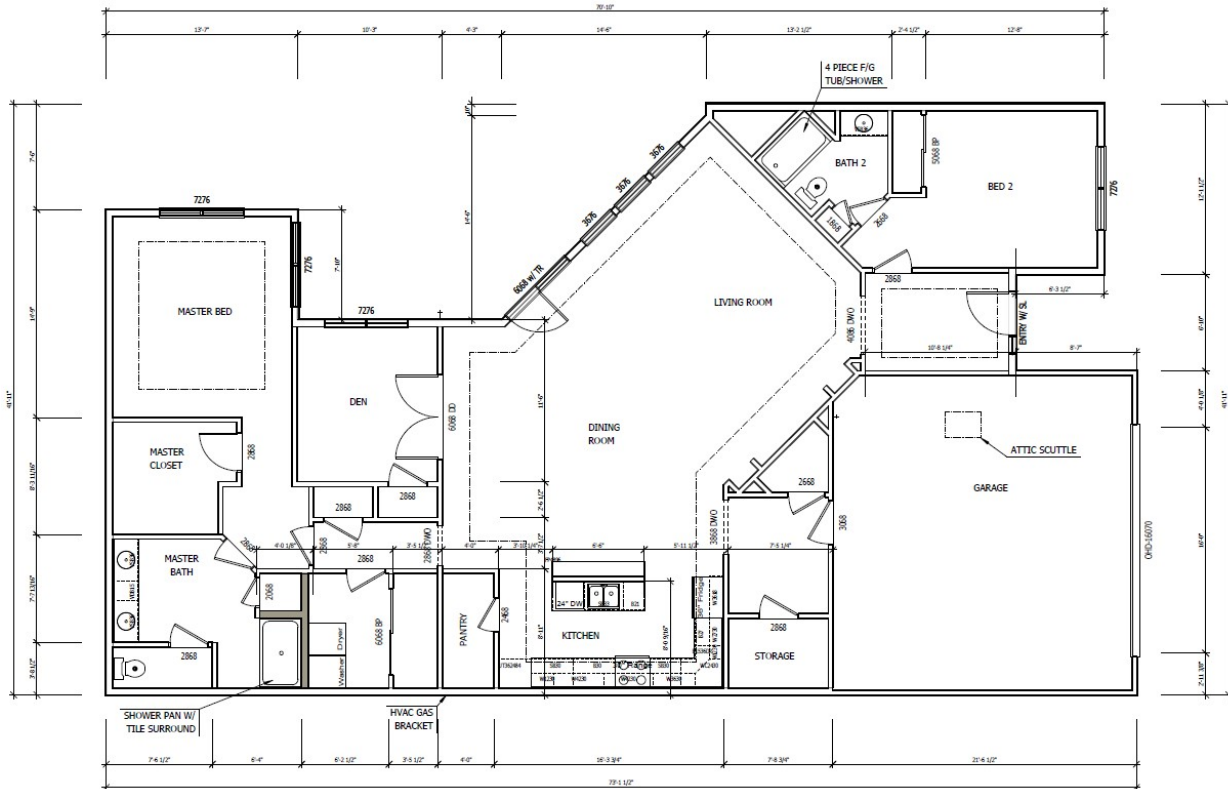
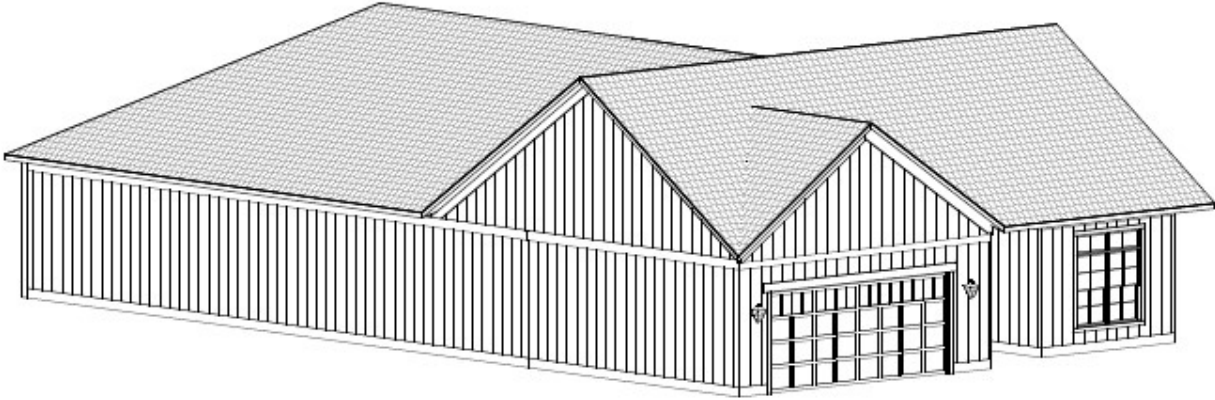
Palazzo



Portico

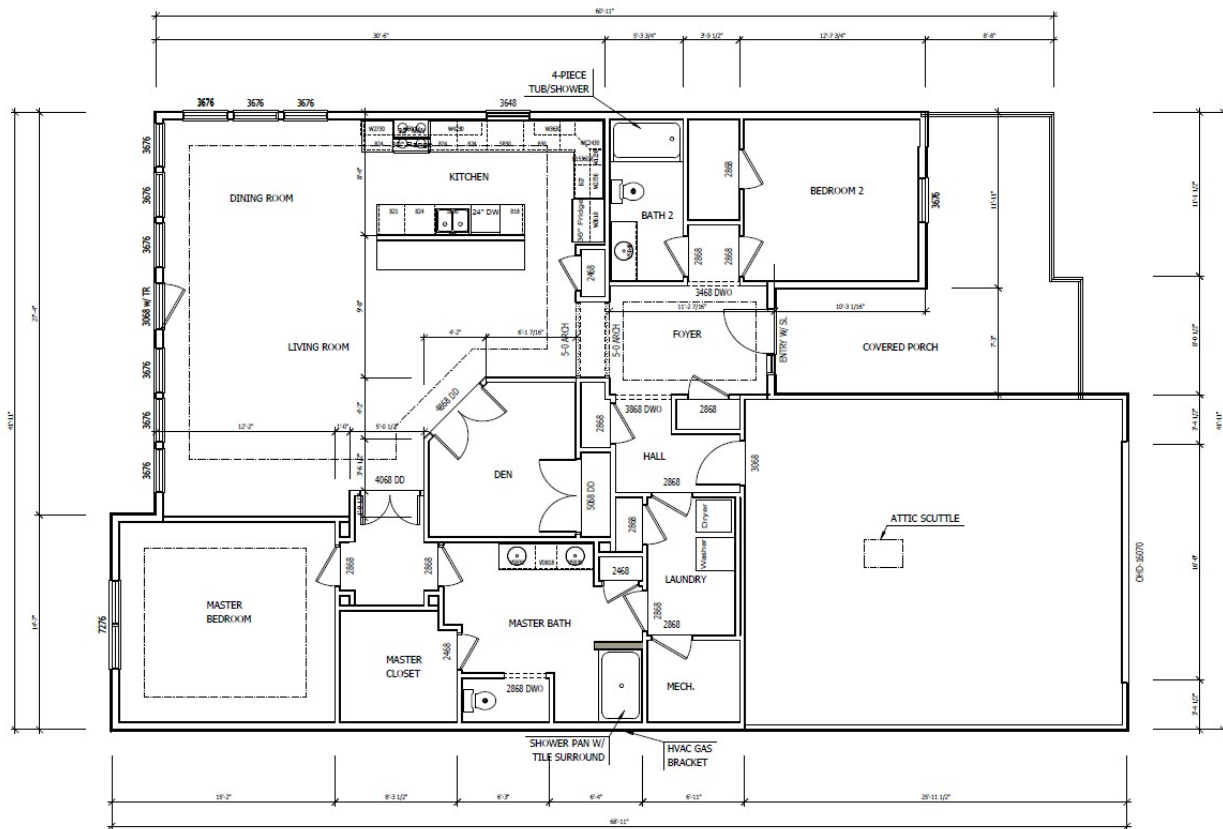
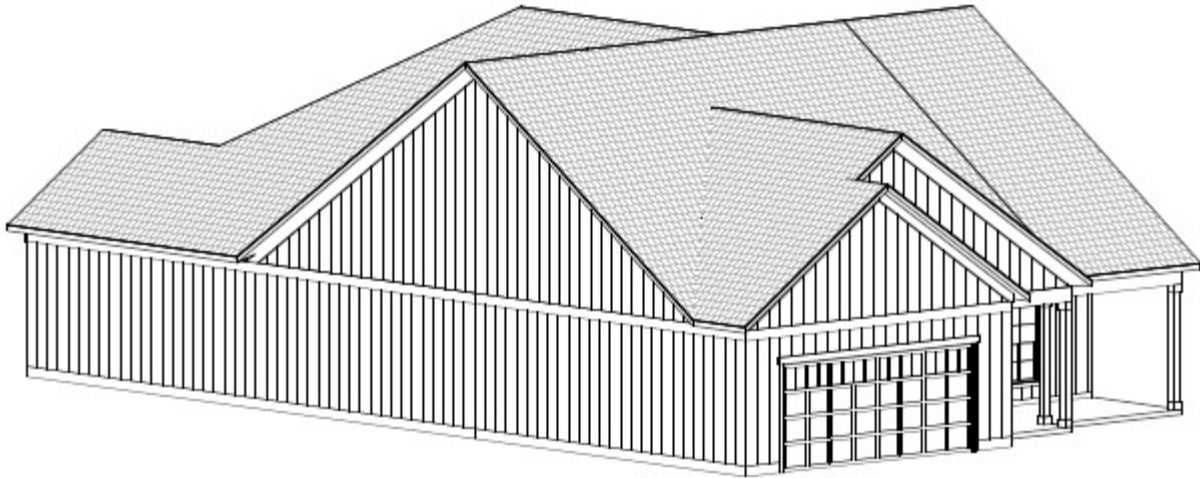


Promenade III

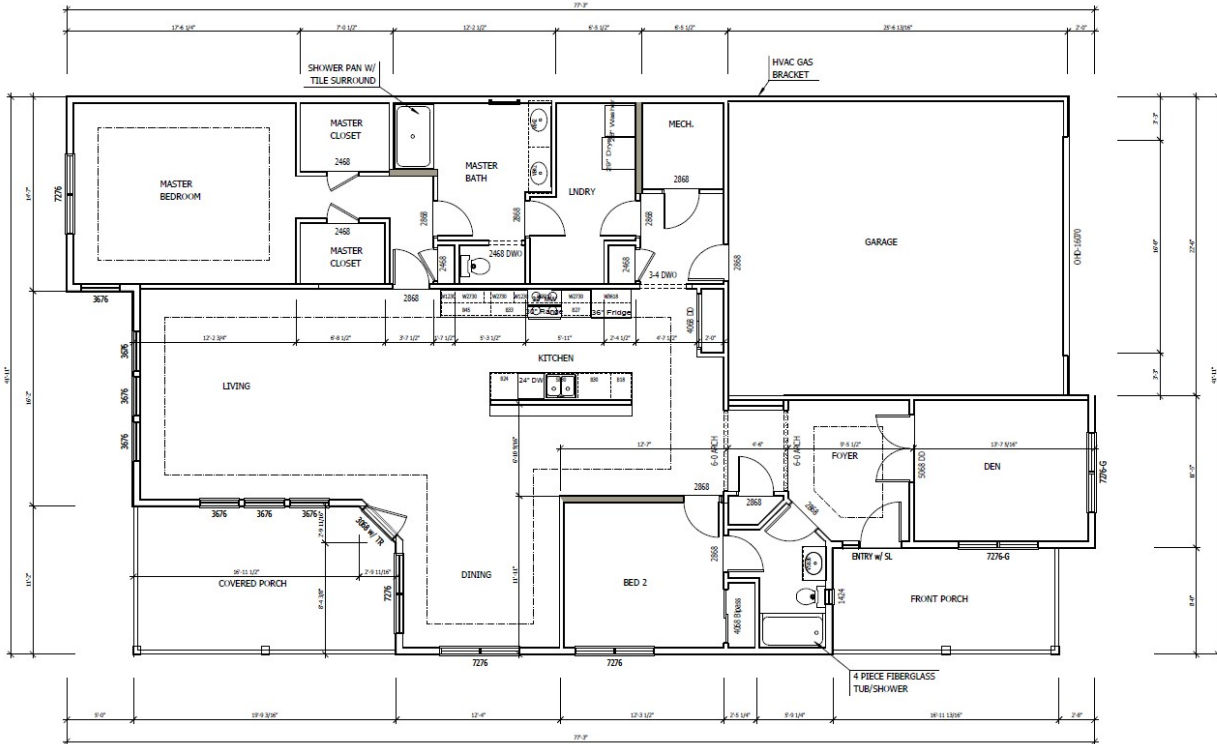
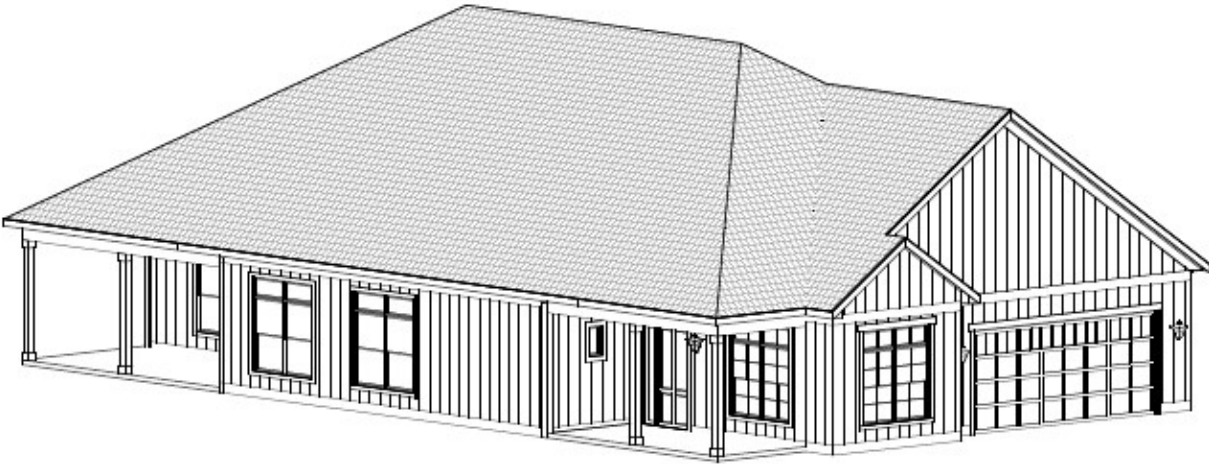


Model Homes – R Series

Torino



Verona



COUNCIL ACTION FORM

SUBJECT: MAJOR SITE DEVELOPMENT PLAN ALTERNATIVE LANDSCAPE PLAN FOR 1910 ISAAC NEWTON DRIVE

BACKGROUND:

KWIK TRIP, INC is the owner of property at 1910 Isaac Newton Drive and requests approval of an Alternative Landscape Plan for the property. The property is located in the Highway Oriented Commercial (HOC) and the Southeast Gateway Overlay (O-GSE) zone (Attachment A). This is a newly platted lot and will be developed with a convenience store, gas station, semi-truck fueling, and parking. A Minor Site Development Plan cannot be approved administratively for this site until an alternative landscape plan is approved due to the proposed modifications.

The proposed site is 3.7 acres with approximately 2.5 acres of paving and an 11,017 square-foot building. All commercial development within the City is subject to landscape standards of Article IV of the Zoning Ordinance related to front yard landscaping and parking lot landscaping. Additionally, the Southeast Gateway Overlay does include required prairie and native Iowa plantings to be used on sites within the overlay. The landscaping standards applicable to this site address a combination of front yard and parking lot plantings that include mix of shrubs, ornamental grasses, and trees. The overall size of the site, the amount of paving and the fact that the site encompasses street frontage on three sides is atypical. The developer is seeking approval of an alternative plan in order to move forward with site plan approval.

Alternative Landscape Design approvals are allowed under Sec. 29.403.3(J) when prepared by a licensed Landscape Architect, as part of a Major Site Development Plan. The proposed plan must be found to address the purposes of the ordinance for landscaping and provide for a unique or high-quality landscape environment. The intent is to allow flexibility in creating desirable landscape treatments in response to either design constraints or to allow for specific desirable features that are not accounted for in the base landscape standards. The applicant believes the proposed plan provides a great degree of diversity and visual interest with its proposed plantings and layout and meets the intent of the landscaping ordinance (Attachment B).

The proposed plan complies with front yard planting requirements with a minimum of 1 overstory tree per 50 linear feet of frontage (before allowed tree substitutions), shrub and grass plantings, and use of prairie and native plants. The Overlay requires the use of limited set of plants to support a native or prairie theme and to use decorative groups of plants within front yards. Front yard tree plantings include 18 overstory and 13

ornamentals. Notably for this site that the required number of front yard trees cannot count towards the required parking lot trees. The total number of trees must be provided as calculated for each requirement.

Parking lots tree planting requirements are based upon the amount of paved parking and maneuvering area. This site is unique from most other gas station and convenience store sites in that there is additional area to allow for semi-truck parking, fueling, and maneuvering. One Parking Lot tree is to be provided per 200 square feet of paving based on ten percent of the paved area (Section 29.403(10(E))). The intent of this standard is to generate tree cover for parking areas without specifying precise parking lot island and planter requirements based upon parking stall counts alone.

This site would require 50 overstory trees to satisfy the parking lots standard alone. Based on Code requirements, parking lot trees are to be overstory in size, distributed in and around the parking lot area, and planted within ten feet of paving. The proposed landscaping plan shows a total of 62 trees not counting the required front yard trees. Of these trees provided only 22 can be officially counted towards the parking lot requirements due to their location and size requirements. **The developer believes that the total number of trees provided and the design with large planting areas that generally exceed minimum requirements create an attractive design for the site, although they do not strictly match the parking lot overstory tree requirement.**

On other commercial lots with different uses you typically see a parking lot layout with islands large enough to provide space for parking lot trees. This allows for trees to be planted along the outer edge of the site and within the parking lot, meeting the purpose of parking lot trees. However, this layout, with trees planted mainly on the outer edge of the site, is a result of where large trees can be planted in relation to semi-truck maneuvering areas and other automobiles circulating through the site for gas and use of the car wash.

As proposed the site plan complies with all other landscaping requirements. The mandatory front yard landscaping is required along street frontages. Front yards require a combination of large trees with shrubs and grasses. The developer is using the allowed substitutions in order to meet the number of front yard trees and grasses required in the front yard. These allowed substitutions are 2 ornamental trees in place of 1 overstory trees and 60 square feet of perennial beds in place of 6 required grasses. The substitutions and other plantings meet the front yard landscaping requirements.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At the December 16th Planning & Zoning Commission meeting the Planning & Zoning Commission voted 7-0 to recommend that the City Council approve the Major Site Plan Alternative Landscape Plan at 1910 Isaac Newton Drive. The Commission did question if other substitutions or locations for overstory trees were possible. Staff explained that all allowed substitutions that were allowed by Code had been made. The applicant stated

that some areas, specifically the northeast corner of the site, were left open for site visibility.

ALTERNATIVES:

1. Approve the Major Site Development Plan Alternative Landscape plan for 1910 Isaac Newton Drive.
2. Deny the Major Site Development Plan Alternative Landscape plan and require conformance to base landscape standards.
3. Defer action on this item and request more information from staff.

CITY MANAGER’S RECOMMENDED ACTION

Alternative Landscape Design Approvals are allowed under Sec. 29.403.3(J) when prepared by a licensed Landscape Architect, as part of a Major Site Development Plan. The proposed plan must be found to address the purposes of the ordinance and provide for a unique or high-quality landscape environment. The proposed plan is seen as adequate for creating some visual interest meets the intent of the Landscaping.

This site is unique in that it has approximately 2.5 Acres of paving and three street frontages. Staff has worked with the developer to work through other ideas and options. It has become evident that it is not physically possible to provide the number of required overstory parking lot trees and meet the goals of the developer for use of the site.

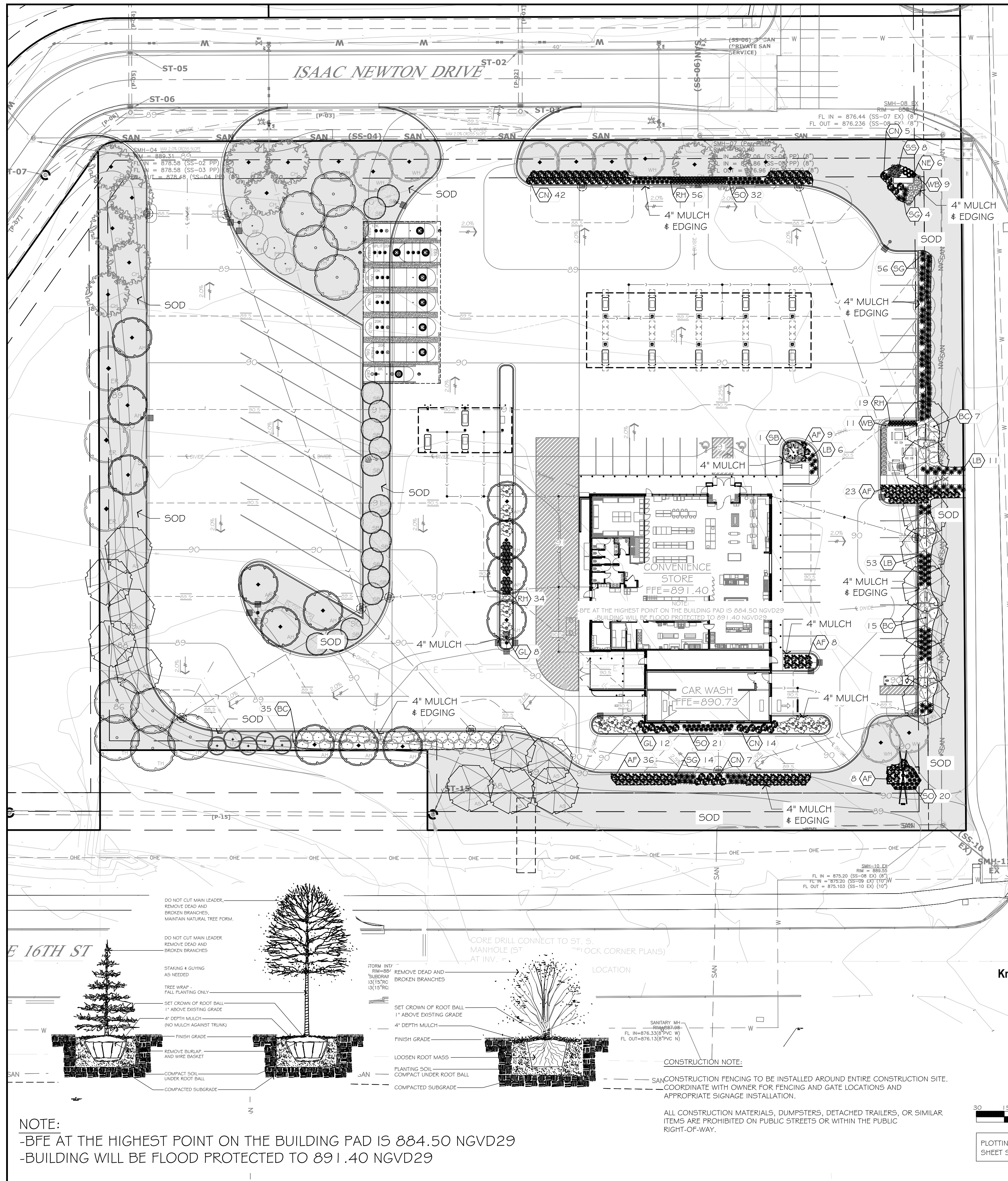
Staff finds that the proposed alternative landscape plan can be seen as meeting the standards of the alternative landscape design standards in Section 29.403(3)(J.) Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No. 1 thereby approving the Major Site Development Plan Alternative Landscape plan for 1910 Isaac Newton Drive.

Attachment A-Location Map



**1910 Isaac Newton Drive
Alternative Landscape Plan**

Attachment B- Landscape Plan



- NOTES:**
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL R.O.W.
 - LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY AFFECT HIS WORK.
 - LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHERS AT SITE AND COMPLETE HIS WORK PER OWNERS CONSTRUCTION SCHEDULE.
 - ALL PLANT MATERIALS SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION AND ACCEPTANCE BY OWNER, WITH ONE TIME REPLACEMENT AT APPROPRIATE TIME OR UPON REQUEST OF OWNER.
 - REPLACEMENT TOPSOIL SHALL BE CLEAN, FREE OF STONES, WEEDS, AND OTHER UNDESIRABLE DEBRIS.
 - PLANTING SOIL MIX (INCIDENTAL COST ITEM)
 - MIX 1 LB. 5-20-20 COMMERCIAL FERTILIZER PER CU. YD. TOPSOIL
 - THOROUGHLY MIX 1-PART SAND AND 1-PART PEAT MOSS WITH 5-PARTS FERTILIZER AND TOP SOIL.
 - USE PLANTING SOIL AT ALL LOCATIONS PER DETAILS THIS SHEET
 - LANDSCAPE CONTRACTOR SHALL VERIFY TOPSOIL DEPTH AND NOTIFY OWNER OF ANY DEFICIENCY.
 - SOD SHALL BE CULTURED WITH PREDOMINANTLY KENTUCKY BLUEGRASS SEED OF RECENT DISEASE RESISTANT INTRODUCTIONS. NO GUARANTEE ON SOD EXCEPT ANY SOD NOT SATISFACTORY AT TIME OF COMPLETION INSPECTION SHALL BE PROMPTLY REPLACED PRIOR TO COMPLETION OF JOB. STAKE SOD ON SLOPES 3:1 AND GREATER.
 - WHERE EXISTING CONCRETE/ ASPHALT AREAS ARE TO BE REPLACED WITH LANDSCAPING, PROVISIONS SHOULD BE TAKEN TO COORDINATE EXCAVATION OF SUBSOIL TO A DEPTH OF 2' WITH GRADING CONTRACTOR. REPLACE WITH COMPACTED TOPSOIL. ALL AREAS TO BE LANDSCAPED AND SODDED SHALL BE GRADED SMOOTH AND EVEN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BLANKET ON ALL SEEDED AREAS THAT ARE SLOPED. MULCH APPLICATION FOR ALL OTHER SEEDED AREAS SHALL BE EITHER HYDROMULCH OR DISKED STRAW DEPENDING ON SEED TYPE, APPLICATION, AND OWNER REQUEST.
 - LANDSCAPE CONTRACTOR TO INSTALL 'BLACK DIAMOND' EDGING AROUND ALL PLANTING BEDS AS SHOWN ON THIS PLAN.
 - ALL MULCH TO BE FINELY SHREDDED HARDWOOD ORGANIC BARK MULCH. NO DYED MULCHES. INSTALL 4" DEPTH. NO FILTER FABRIC BENEATH ORGANIC MULCHES. NO EDGING AROUND ALL TREES OUTSIDE SHRUB BEDS.
 - IF SPECIFIED, ALL GRAVEL MULCH SHALL BE 1/4" DIA. WASHED 'RIVER ROCK'. INSTALL 4" DEPTH WITH APPROVED WEED FABRIC BARRIER IF INDICATED PLAN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR IRRIGATION SYSTEM INSTALLATION PER IRRIGATION PLAN. DESIGN SHALL BE APPROVED BY OWNER PRIOR TO INSTALLATION. IRRIGATION DESIGN SHOULD ENCOMPASS ALL LANDSCAPE AREAS WITH SOD AND/OR PLANTINGS, FROM CURB TO CURB. R.O.W. SHOULD BE IRRIGATED FROM SPRINKLER HEADS LOCATED WITHIN PROPERTY BOUNDARY. CARE SHOULD BE TAKEN IN VICINITY OF ALL WALKS AND DRIVES TO MINIMIZE OVER SPRAY. COORDINATE INSTALLATION OF ALL PVC SLEEVE UNDER DRIVE AREAS WITH GENERAL CONTRACTOR.
 - LANDSCAPE CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER ALL LANDSCAPE INSTALLATION IS COMPLETE AND ACCEPTED BY OWNER AND DAILY AS DEEMED NECESSARY BY THE CITY.
 - GENERAL CONTRACTOR TO SWEEP PAVEMENT AREAS PRIOR TO TURN OVER TO OWNER.

- LANDSCAPE REQUIREMENTS:**
- ONE OVERSTORY TREE PER 50' OF YARD FRONTAGE
1,296 LINEAR FT OF FRONTAGE = 24 OVERSTORY TREES REQUIRED
24.5 PROVIDED
 - EIGHT SHRUBS AND TWELVE ORNAMENTAL GRASSES/PERENNIALS PER 1,000 SF OF YARD FRONTAGE
27,315 SF OF FRONTAGE
219 SHRUBS REQUIRED, 328 GRASSES REQUIRED
236 SHRUBS PROVIDED, 366 GRASSES/PERENNIALS PROVIDED
 - 10% PARKING LOT GREEN AREA, ONE OVER STORY TREE PER 200 SF REQUIRED GREEN AREA
100,441 PARKING LOT AREA = 1,004 SF GREEN REQUIRED --> 50 TREES REQUIRED
26 PROVIDED
 - 2,346 SF OF PERENNIAL BED PROVIDED = 234 GRASSES SUBSTITUTED
 - PLANTING SOIL SHALL BE TOP SOIL FROM SITE, PENDING CITY APPROVAL

PLANT MATERIAL						
	QUANTITY	SIZE	ROOT TYPE	COMMON NAME BOTANICAL NAME	HEIGHT'	WIDTH'
OVERSTORY TREES						
AS	18	2.5' CAL	B4B	AMERICAN SYCAMORE <i>Platanus occidentalis</i>	50' x 35'	
CH	11	2.5' CAL	B4B	COMMON HONEYLOCUST <i>Gleditsia tricanthos</i>	40' x 35'	
WH	9	2.5' CAL	B4B	WASHINGTON HAWTHORN <i>Crataegus phaenopynum</i>	30' x 25'	
AH	13	2.5' CAL	B4B	AMERICAN HORNBEAM <i>Carpinus betulus 'Pendula'</i>	30' x 25'	
ER	3	2.5' CAL	B4B	EASTERN REDBUD <i>Cercis canadensis</i>	25' x 30'	
TH	10	2.5' CAL	B4B	THORNLESS COCKSPUR HAWTHORN <i>Crataegus crus-galli</i>	25' x 30'	
UNDERSTORY TREES						
PF	12	1.5' CAL	B4B	PRAIRIE FIRE CRABAPPLE <i>Malus 'Prairie Fire'</i>	17' x 17'	
SB	17	1.5' CAL	B4B	SERVICEBERRY <i>Amelanchier arborea</i>	20' x 15'	
SHRUBS						
NV	5	#5 CONT	pot	NANNYBERRY VIBURNUM <i>Viburnum lentago</i>	15' x 10'	
BC	57	#5 CONT	pot	BLACK CHOKEBERRY <i>Aronia melanocarpa</i>	6' x 6'	
CN	68	#3 CONT	pot	COMMON NINEBARK <i>Physocarpus opulifolius</i>	5' x 4'	
AF	84	#3 CONT	pot	ARCTIC FIRE DOGWOOD <i>Cornus stolonifera 'Farrow'</i>	4' x 4'	
GL	20	#3 CONT	pot	GRD-LOW FRAGRANT SUMAC <i>Rhus aromatica 'Gro-Low'</i>	2' x 7'	
PERENNIALS						
SS	8	#1 CONT	pot	SHOWY GOLDENROD <i>Solidago speciosa</i>	2.5' x 4'	
WB	20	#1 CONT	pot	WILD BERGAMOT <i>Monarda fistulosa</i>	3' x 2.5'	
RH	109	#1 CONT	pot	BLACK EYED SUSAN <i>Rudbeckia hirta</i>	2.5' x 2'	
NE	6	#1 CONT	pot	NEW ENGLAND ASTER <i>Aster novae-angliae</i>	2' x 2'	
GRASSES						
LB	70	#1 CONT	pot	LITTLE BLUE STEM <i>Schizachyrium scoparium</i>	4' x 3'	
SG	74	#1 CONT	pot	SWITCH GRASS <i>Panicum virgatum</i>	4' x 2'	
SO	73	#1 CONT	pot	SIDE-OATS GRAMA <i>Bouteloua curtipendula</i>	3' x 2'	
EDGING						
LF						
CY						
SY						

Kwik Trip

Kwik Star

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3131 Fernbrook Lane North, STE 260
Plymouth Minnesota 55447
763.383.8400
fax 763.951.8400

LANDSCAPE PLAN

CONVENIENCE STORE 1158

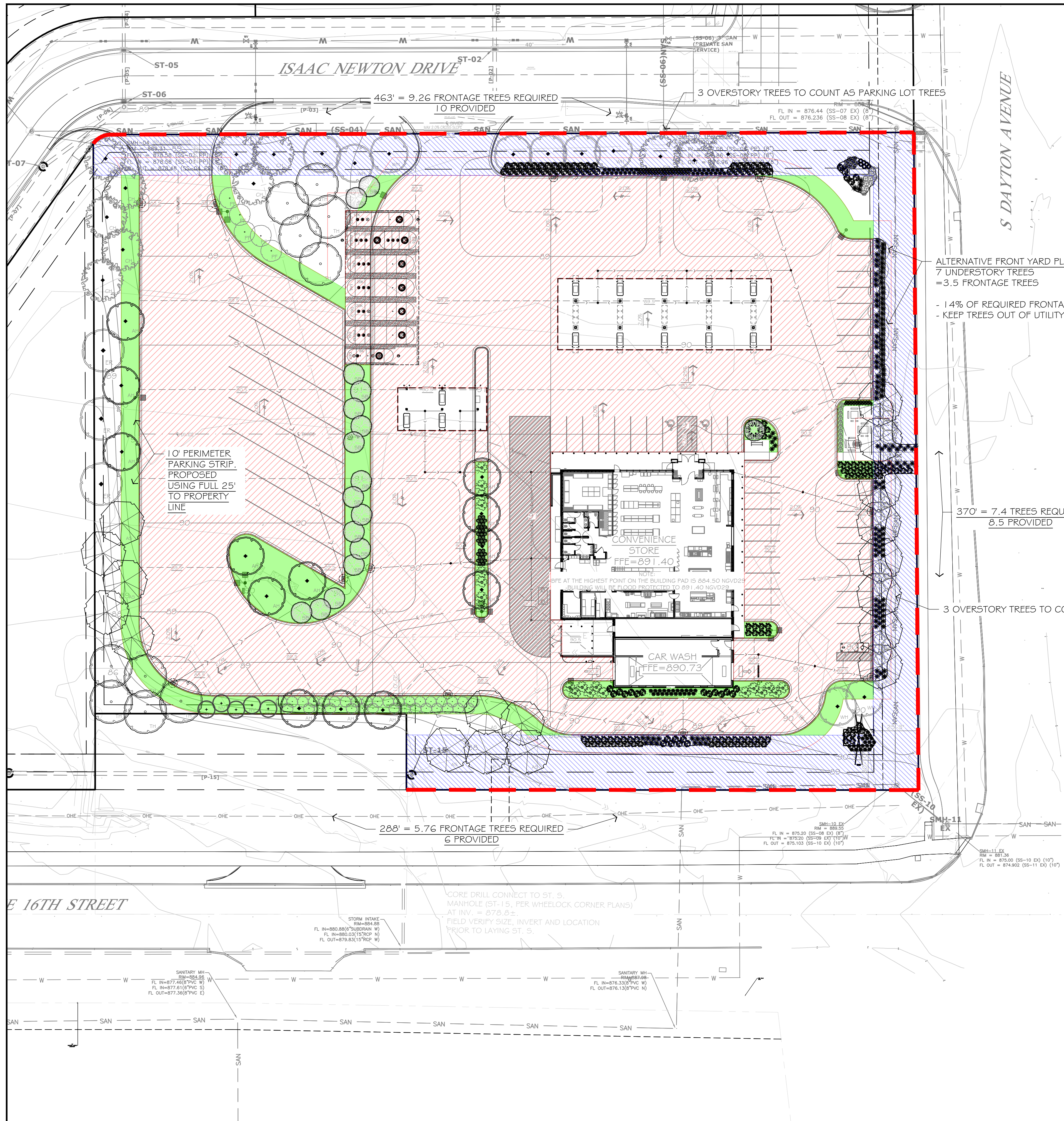
LOT FIVE, WHEELLOCK CORNER SUBDIVISION, AMES, STORY CO.
SE 16TH ST. AND DAYTON AVE
(ISAAC NEWTON DRIVE)
AMES, IOWA

NO.	DATE	DESCRIPTION
-	21 SEP 20	SUBMITTAL
-	10 NOV 20	COMMENTS

DRAWN BY: _____
SCALE: GRAPHIC
PROJ. NO.: 20-1158
DATE: 27AUG2020
SHEET: _____




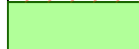
L1

INSITES 20-035 PN 5/2



LANDSCAPE REQUIREMENTS:

- ONE OVERSTORY TREE PER 50' OF YARD FRONTAGE
1,296 LINEAR FT OF FRONTAGE = 24 OVERSTORY TREES REQUIRED
24.5 PROVIDED
- EIGHT SHRUBS AND TWELVE ORNAMENTAL GRASSES/PERENNIALS PER 1,000 SF OF YARD FRONTAGE
27,315 SF OF FRONTAGE
219 SHRUBS REQUIRED, 328 GRASSES REQUIRED
236 SHRUBS PROVIDED, 366 GRASSES/PERENNIALS PROVIDED
- 10% PARKING LOT GREEN AREA, ONE OVER-STORY TREE PER 200 SF REQUIRED GREEN AREA
100,441 PARKING LOT AREA = 1,004 SF GREEN REQUIRED --> 50 TREES REQUIRED
26 PROVIDED
- 2,346 SF OF PERENNIAL BED PROVIDED = 234 GRASSES SUBSTITUTED
- PLANTING SOIL SHALL BE TOP SOIL FROM SITE, PENDING CITY APPROVAL

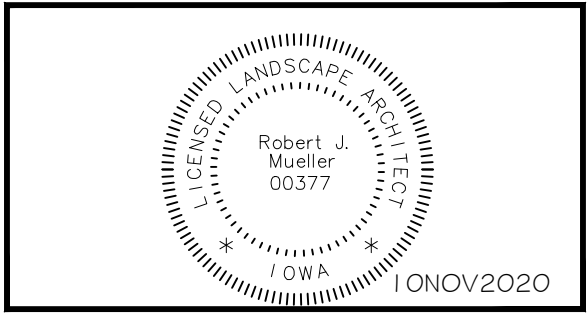
	REQUIRED (IF APPLICABLE)	PROVIDED
 STREET FRONTAGE		1,926 LINEAR FT
 FRONT YARD AREA	19,260 SF MINIMUM	29,058 SF
 PARKING LOT AREA		92,223 SF
 PARKING LOT GREEN AREA	9,222 SF	10,275 SF

**Kwik
TRIP**

**Kwik
STAR**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3131 Fernbrook Lane North, STE 260
Plymouth Minnesota 55447
763.383.8400
Fax 763.383.8400



LANDSCAPE AREAS
CONVENIENCE STORE 1158
LOT FIVE, WHEELOCK CORNER SUBDIVISION, AMES, STORY CO.
SE 16TH ST. AND DAYTON AVE
(ISAAC NEWTON DRIVE)
AMES, IOWA

NO.	DATE	DESCRIPTION
-	21 SEP 20	SUBMITTAL
-	10 NOV 20	COMMENTS

DRAWN BY _____
SCALE _____ GRAPHIC
PROJ. NO. 20-1158
DATE 27AUG2020
SHEET