

AGENDA
SPECIAL MEETING OF THE AMES CONFERENCE BOARD AND
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL*
MAY 11, 2021

***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: 5:30 p.m.

1. Roll Call
2. Resolution assenting to Memorandum of Understanding between City of Ames and Story County regarding Ames City Assessor benefits administration

CLOSED SESSION:

3. Motion to hold Closed Session as provided by Section 21.5 (1)(I) and 21.9, *Code of Iowa*, to discuss candidates for position of City Assessor

CONFERENCE BOARD COMMENTS:

ADJOURNMENT:

REGULAR MEETING OF AMES CITY COUNCIL**

**The Regular Meeting of the Ames City Council will immediately follow the Regular Meeting of the Ames Conference Board.

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.

PROCLAMATIONS:

1. Proclamation for “Economic Development Week,” May 9 - 15, 2021
2. Proclamation for “Peace Officers’ Memorial Day,” May 15, 2021
3. Proclamation for “National Public Works Week,” May 16 - 22, 2021
4. Proclamation for “EMS Week,” May 16 - 22, 2021
5. Proclamation for “Building Safety Month,” May 2021

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

6. Motion approving payment of claims
7. Motion approving Minutes of Regular Meeting held April 27, 2021
8. Motion approving Report of Change Orders for period April 16 - April 30, 2021
9. Motion approving temporary Outdoor Service for Tip Top Lounge, 201 E. Lincoln Way, for the following dates in 2021: **pending Dram Shop Insurance**
 - a. June 10
 - b. June 24
 - c. July 8
 - d. July 22
 - e. August 5
 - f. August 19
10. Motion approving a 5-day Special Class C Liquor License and Outdoor Service for Campustown Action Association (June 5) at 200 Welch Avenue
11. Motion approving ownership change for Class E Liquor License with Class B Wine, Class C Beer & Sunday Sales - Casey’s General Store #2298, 428 Lincoln Way
12. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Special Class C Liquor License with Outdoor Service - Octagon Center for the Arts, 427 Douglas **pending Dram Shop Insurance**
 - b. Class E Liquor License with Class B Wine, Class C Beer & Sunday Sales - Casey’s General Store #2298, 428 Lincoln Way
 - c. Class B Liquor License with Catering Privilege & Sunday Sales - Gateway Hotel & Conference Center, LLC, 2100 Green Hills Drive
13. Resolution approving FY 2021/22 Outside Funding Contracts
14. Resolution approving revised FY 2021/22 COTA Annual Grant awards and the Special Project Grant Reserve
15. Resolution approving Professional Services Agreement with WHKS & Co., of Ames, Iowa, for

- 2020/21 Cherry Avenue Extension Design Project in an amount not to exceed \$209,000
16. Resolution approving contract with WHKS & Co., of Ames, Iowa, for Water Pollution Control Facility Site Utility Mapping in an amount not to exceed \$53,456
 17. Resolution approving Amendment to Memorandum of Understanding between the Ames Community School District and the City of Ames regarding the Furman Aquatic Center parking lot, sidewalks, and paths
 18. Resolution approving preliminary plans and specifications for Prairie View Industrial Center Utility Extension Project; setting June 2, 2021, as bid due date and June 8, 2021, as date of public hearing
 19. Resolution approving preliminary plans and specifications for 2018/19 Main Street Pavers (Burnett to Kellogg); setting June 16, 2021, as bid due date and June 22, 2021, as date of public hearing
 20. Resolution approving preliminary plans and specifications for 2020/21 Multi-Modal Roadway Improvements (Vet Med Trail - S. 16th Street) project (Pedestrian Hybrid Beacon); setting June 2, 2021, as bid due date and June 8, 2021, as date of public hearing
 21. Resolution approving contract and bond for 2019/20 Concrete Pavement Improvement Program (Douglas, 5th Street, E 3rd Street, E 2nd Street, Des Moines Avenue, and Center Avenue)
 22. Resolution approving Change Order No. 2 regarding moving clay soil from Baker Subdivision site to the City of Ames Steam Electric Plant's Ash Site in the amount of \$5,350 (inclusive of taxes)
 23. Resolution approving contract renewal with MPW Industrial Water Services, Inc., of Hebron, Ohio, for Bottle Exchange Program (Rental), Two-Bed Demineralizer and Related Services for Power Plant, for unit prices bid, from July 1, 2021, through June 30, 2022, in an amount not to exceed \$45,000
 24. Resolution approving contract renewal with C.E.M. Solutions Inc., of Hernando, Florida, for Emissions Testing Services, from July 1, 2021 through June 30, 2022, in an amount not to exceed \$32,000
 25. Resolution accepting completion of Water Pollution Control Facility Digester Cover Repairs
 26. Resolution accepting completion of 2007/08 Shared Use Path System Expansion (Bloomington to Ada Hayden)
 27. Resolution approving partial completion of public improvements and reducing security for Domani Subdivision, 1st Addition
 28. Resolution approving completion of public improvements and releasing security for Haynes Kenton Subdivision

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

ADMINISTRATION:

29. Campus and Community Commission:

- a. Presentation of report regarding Landlord/Tenant Relations including the revamp and promotion of Rent Smart Ames website and expansion of Story County mediation program
- b. Motion directing Commission regarding next assignment

PARKS & RECREATION:

30. Ames on the Half Shell:

- a. Resolution approving waiver of enforcement of *Municipal Code* Section 17.17 related to alcohol consumption in City parks with respect only to Bandshell Park from July 9 - July 30, 2021
- b. Motion approving 6-month Class B Beer Permit with Outdoor Service - Ames on the Half Shell, Bandshell Park **pending Dram Shop Insurance**

PLANNING & HOUSING:

31. Resolution waiving City Subdivision Authority in the Ames Urban Fringe for properties along 229th Place, Boone County

32. Resolution approving Joint Use Parking Plan for 414 Lincoln Way and 119 Washington Avenue

HEARINGS:

33. Hearing on Zoning Text Amendment to establish a new Planned Unit Development (PUD) overlay zone within the Zoning Ordinance along with private street standards in the Subdivision Ordinance (Continued from April 27, 2021):

- a. First passage of ordinance

34. Hearing on Master Plan Amendment for 5571 Hyde Avenue (Hayden's Preserve - formerly known as Rose Prairie):

- a. Motion to continue hearing until May 25, 2021

ORDINANCES:

35. Third passage and adoption of ORDINANCE NO. 4438 naming the access road on South Riverside Drive "Aviation Way"

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

COUNCIL COMMENTS:

ADJOURNMENT:



To: Ames Conference Board
From: Brian Phillips, Assistant City Manager
Date: May 11, 2021
Subject: City Assessor Payroll/Other Responsibilities

On February 11, I delivered an email to the Conference Board containing a draft Memorandum of Understanding (MOU) pertaining to the administration of payroll and benefits for the Ames City Assessor's Office. This MOU transferred the responsibilities for these functions to the City of Ames. The MOU also outlined how the City Assessor's Office would access City of Ames resources on the same basis as other City Department (occupancy of space, use of conference rooms, human resources assistance, etc.).

The MOU was adopted with minor amendments by the County Board of Supervisors on March 2 and by the Ames City Council on March 23. These were the only two entities signing the MOU, since the assessor payroll function is outlined in Iowa Code as a county function, and that responsibility was being transitioned to the City.

However, at the March 23 City Council meeting, it was pointed out that the MOU also outlines an expectation for the City Assessor to participate in the Executive Leadership Team of the City and to support the City's organizational values. This provision is not related to benefits administration or the use of City facilities; it relates more to directing the Assessor, which is a function of the Conference Board.

Therefore, the Conference Board is being asked to provide its assent to this MOU (attached). Doing so will confirm that the Conference Board is directing the City Assessor to fulfill the obligations as outlined in the MOU. A copy of the resolution from the Conference Board will be included with the official copy of the MOU for future reference.

Attachment

**Memorandum of Understanding
Between the City of Ames, Iowa and Story County, Iowa
Regarding the Ames City Assessor**

1. **Background:** The Ames Conference Board is responsible for the oversight of the Ames City Assessor and City Assessor's Office. The Ames City Assessor has occupied office space in Ames City Hall and its employees have been provided certain fringe benefits administered by the City. Story County has been the provider of payroll services for employees of the Ames City Assessor's Office.
2. **Purpose:** The purpose of this Memorandum of Understanding (MOU) is to outline the responsibilities and mechanisms for providing certain services to the Ames City Assessor's Office.
3. **Supervision:** It is understood that the City Assessor is appointed by and reports to the Ames Conference Board; employees of the City Assessor are appointed by and report to the City Assessor.
4. **Personnel Policy Administration:** Employees of the City Assessor's Office are subject to the personnel policies adopted by the City Assessor or the Conference Board, as appropriate. The City of Ames Human Resources Department will assist in advising the City Assessor's Office regarding the interpretation and application of its personnel policies. However, the City Assessor's Office is responsible for the implementation of any final personnel decision or action.
5. **Use of City Facilities:** The City Assessor's Office will be provided space in Ames City Hall for its operations. No renovations or remodeling of the office space by the City Assessor's Office may occur without the approval of the City, and costs for such renovations or remodeling shall be charged to the City Assessor's Office. The City Assessor's Office will have access to shared spaces within City Hall, such as conference rooms and employee break rooms, in the same manner as City departments housed in City Hall. The City Assessor's Office will ensure its staff complies with any policies adopted by the City for the management of City facilities, such as health and safety measures, security procedures, room reservation policies, or other policies.
6. **Internal Services Provided:** The following services will be provided and charged to the City Assessor's Office in the same manner as such costs are charged to City departments housed in City Hall:
 - a. Office space occupancy (e.g., utilities, cleaning, routine maintenance, etc.)
 - b. Communications technology and shared software (e.g., telephone, network, email, GIS, Microsoft Office, EnerGov, etc.)
 - c. Messenger services (interoffice mail, postal service, and freight)

- d. Human Resources assistance (employee recruitment, new employee onboarding, employee development center training, health promotion programs, etc.)
- e. Payroll and employee benefit processing.

7. **Payroll and Employee Benefit Processing:** The City of Ames will provide payroll and employee benefit processing services for employees of the City Assessor's Office. The City Assessor's Office will provide regular timesheets and other compensation information to the City on such forms and in such manner as the City's Finance Director may prescribe. The City will calculate the amount to be disbursed each pay period and provide that amount to the City Assessor's Office to requisition from the assessment funds held by Story County. The City will make fringe benefits available to City Assessor's Office employees, in the same manner as those benefits are available to City employees. Such benefits include:

- a. Medical insurance
- b. Dental insurance
- c. Voluntary Vision insurance
- d. Life and Accidental Death and Disability Insurance
- e. Voluntary Supplemental Life and AD&D Insurance
- f. Flexible Spending Accounts
- g. 457 Deferred Compensation
- h. Workers Compensation coverage
- i. Employee Assistance Program.

8. **Employee Values and Cooperation:** In recognition of the mutual benefit of exceptional customer service and an enjoyable and stimulating work environment, the City Assessor will participate on the City's Executive Leadership Team as if a City department head. The City Assessor's Office will adopt, support, and embody the Excellence Through People organizational values.

9. **Effective Date and Duration:** This Memorandum of Understanding is effective January 1, 2022, and will remain in effect in perpetuity unless it is terminated by the parties. Any party that wants to terminate their involvement in this agreement shall provide the other party with at least thirty (30) days' prior written notice. This agreement may be amended by mutual agreement of the parties. An amendment or termination must be made in writing and must be signed by each party's designated representative(s) with authority to enter into this agreement. The parties agree to work in good faith to complete a timely and responsible transition of responsibilities to the arrangements described in this memorandum before the effective date. However, the parties acknowledge that due to the complexities of this transition, some flexibility regarding the implementation timing may be required.

10. **Miscellaneous:** No provision of this agreement shall form the basis of a cause of action at law or equity by any party against any other party, nor shall any provision of this agreement form the basis of a cause of action at law or equity by any third party.

Approved this ____ day of _____, ____.

John A. Haila, Mayor
City of Ames, Iowa

Date

Lisa Heddens, Chair
Story County Board of Supervisors

Date

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

APRIL 27, 2021

CALL TO ORDER: Mayor John Haila called the Regular Meeting of the Ames City Council, which was being held electronically, to order at 6:00 p.m. with the following Council members 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 stated that it was impractical to hold an in-person Council meeting due to the COVID-19 pandemic. Therefore, this meeting was 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.

PROCLAMATION OBSERVING MOMENT OF SILENCE ON MAY 4 IN REMEMBRANCE OF THE FIRST COVID DEATH AT MARY GREELEY MEDICAL CENTER: Mayor Haila proclaimed a Moment of Silence for the first COVID-19 death at Mary Greeley Medical Center on May 4, 2021, at 1:30 p.m. and encouraged all residents to participate in this moment of silence.

Accepting the Proclamation was Brian Dieter, President and CEO of Mary Greeley Medical Center, and Amber Deardorff, Vice President/Clinical and Support Services. Ms. Deardorff stated this started as a way to recognize their own internal staff. The idea was presented at their community partners meeting and she was astounded by the level of engagement with the group and how many other businesses wanted to be a part of the “Moment of Silence.” Ms. Deardorff explained that it has been a hard year for everyone and encouraged everyone to take some time on May 4, 2021, to recognize the lives lost due to the COVID-19 pandemic. Mr. Dieter mentioned that Ms. Deardorff had done a great job during the entire pandemic. He noted that they have re-established the importance of community connections and collaborations. The community has shown tremendous resolve and resilience. Mr. Dieter pointed out that the staff have been tired and weary, but have been heroic.

PROCLAMATION FOR “ARBOR DAY,” APRIL 30, 2021: Friday, April 30, 2021, was proclaimed as “Arbor Day” in Ames. The Mayor encouraged residents to plant a tree, mulch existing trees, and protect the trees and woodlands by becoming good stewards of the land. Ames residents can receive a rebate for planting a native tree. Information can be found on the City of Ames website in the Smart Watersheds and Rebates area.

Accepting the Proclamation was Dianne Brotherson. Ms. Brotherson noted that in the past, Ames Trees Forever has had a voucher program, but due to COVID, they are unable to offer those. She explained the rebates are good for up to two trees, with the maximum allotment of \$75, which can cover a tree and a bag of mulch. Ms. Brotherson pointed out that now is a good time to plant a tree to replace any trees that were damaged during the derecho and to continue to plant trees to help the environment.

PROCLAMATION FOR “MENTAL HEALTH AWARENESS MONTH,” MAY 2021: The month of May 2021 was proclaimed as “Mental Health Awareness Month.” Mayor Haila called upon the citizens of the community to help raise awareness of the importance of good mental health to the overall health of the community.

Accepting the Proclamation were Police Commander Geoff Huff and Police/Mental Health Advocate Julie Saxton. Commander Huff mentioned that it has been a rough year for many residents. The Police Department has seen an increase in calls for mental health/substance abuse help. He felt this was a good time for everyone to take a step back and look for those services that are available. Ms. Saxton mentioned that a lot of individuals are suffering from the effects of COVID. She noted that once everyone can take a breath, maybe six to nine months from now, there is going to be a surge in mental health cases. To be able to create this awareness and educate the community on how to look for signs and symptoms will hopefully bring the numbers down.

PROCLAMATION FOR “NATIONAL HISTORIC PRESERVATION MONTH,” MAY 2021: The Mayor proclaimed the month of May 2021 as “Ames Historic Preservation Month.” He asked the residents of Ames to join their fellow citizens across the United States in recognizing this special observance.

PRESENTATION OF 2020 AND 2021 HISTORIC PRESERVATION AWARDS: The Ames Historic Preservation Commission’s Preservation Awards Program annually recognizes historic preservation activities within Ames. The Program is intended to not only highlight and honor these efforts, but to also promote and encourage future preservation.

Mayor Haila presented the following Awards:

1. Historic Rehabilitation for 2020: AVEC Design Build for the commercial building at 131 Main Street. When Avec Holdings purchased the commercial building in 2017, it was in a complete state of disrepair and water intrusion had deteriorated the north wall. Changes had occurred to the facade that were inconsistent with its character and history. Avec applied for historic tax credits. The rehabilitation had to follow strict standards and guidelines, established by the Secretary of the Interior with the period of significance being 1953. Deteriorated areas were repaired, and windows and doors were returned to their original opening sizes and materials. The original glass block was uncovered, cleaned, and sealed along with the yellow brick. An aluminum awning similar in size to the 1953 version, yet with a touch of the contemporary, was installed at the south and west facades, once again emphasizing the southwest corner entry of the building.

Elizabeth Erbes and Jason Dietzenbach, AVEC Design Build accepted the Award. Ms. Erbes stated it was an honor to receive the Award and appreciated being a part of the Downtown area.

2. Adaptive Reuse for 2020: Ryan and Sonya Newstrom for Cornbread Barbecue located at 526 Main Street. Built in 1900, the former Chicago & Northwestern Passenger Depot had seen

a range of commercial tenants since rail service ceased in the 1960s. In 2018, new tenants, Ryan and Sonya Newstrom, contracted with Dan Nutini, John Lott, and Casee Burgason to combine and convert two separate and distinct tenant spaces into a bustling restaurant and bar space. The team looked for opportunities to expose original elements in the building, including the double-vaulted waiting room, and original wood and brick that had been covered up. Recognizing the potential of the space, a mezzanine level was created to provide an increased amount of seating while creating a sense of drama around the station's entrance.

Dan Nutini on behalf of the planning and design team wanted to congratulate Ryan and Sonya Newstrom on the Award and the continuous vision to invest and enhance Downtown Ames.

3. Adaptive Reuse for 2021: OEI Ames, LLC, for its building at 319-321 Main Street. After acquiring the commercial building at 319-321 Main Street in 2019, OEI Ames, LLC retrofitted the historic building for modern use. OEI completed a historically-appropriate restoration of the Main Street facade including tuckpointing, masonry and terra cotta tile repairs, and new upper story paired windows replicating historically accurate muntins. Important to the building's design is the texture provided by the variegated brick color, cast concrete material, brickwork details, and the tile roof. The deteriorated upper-story apartment was remodeled to an open floor plan with updated infrastructure and reinforced rafters, and restoration of original flooring.

Accepting the award was Daniel Oh. He mentioned that he and his wife were happy to be able to improve Downtown. He encouraged others to help improve their communities. Mr. Oh commented that he looked forward to doing more rehabilitation work in the future.

4. Historic Rehabilitation for 2021: Angie and Dan Kolz for their residence at 802 Burnett Avenue. The single-family home at 802 Burnett Avenue dates back to 1910 and was constructed in the Queen Anne Style. In 2017, new owners, Angie and Dan Kolz, began hours of investigative research. Historically-minded repairs took three years to complete. Every element of the home's rehabilitation has its own story, as to how it was successfully implemented. Particularly significant to the character of the historic district was the rehabilitation of the wrap-around porch. The existing porch had become structurally unsound and was no longer accurate to its original style. The entry gable, which was an important historic feature of the home, was able to be structurally supported and repaired while the porch was demolished and new brick piers and skirtings matching the original were added. Pain-stacking research and implementation has resulted in a successful historic rehabilitation of the 1910 home.

The Award was accepted by Angie Kolz. She explained this was a big project and the support and participation from their neighbors and staff at the City of Ames was very sustaining. Ms. Kolz commented that they love the neighborhood and appreciated the recognition.

Mayor Haila asked to take a moment to thank *Ex officio* Nicole Whitlock for all her hard work and efforts representing the Iowa State University Student Body. Ms. Whitlock thanked the Mayor and Council for the experience while serving as the Student Body representative. She noted that she learned a lot and the experience helped inspire her to apply to law school in the Fall. Ms. Whitlock introduced Trevor Poundstone as the new *Ex officio*. He is a junior at Iowa State University in Management Information Systems.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting held April 13, 2021, and Special Meeting held April 15, 2021
3. Motion approving Report of Change Orders for period April 1 - April 15, 2021
4. Motion certifying Civil Service candidates
5. Motion approving New 12-Month Class E Liquor License, Class B Wine Permit, Class B Native Wine, Class C Beer Permit (Carryout) - Off Campus Beer & Spirits LLC, 4518 Mortensen Road, Suite 109
6. Motion approving Permanent Premise Transfer of Brick City Grill Class C Liquor License with Outdoor Service and Sunday Sales from 2704 Stange Road to 2640 Stange Road (pending final inspection)
7. Motion approving ownership change for Class C Liquor License with Sunday Sales - The Great Plains Sauce & Dough Co., 129 Main St
8. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor License with Outdoor Service & Sunday Sales - Wasabi Ames, 926 S 16th St **pending Dram Shop Insurance**
 - b. Class C Beer Permit with Sunday Sales - Swift Stop #2, 3406 Lincoln Way
 - c. Special Class C Liquor License with Sunday Sales - The Great Plains Sauce & Dough Co., 129 Main St
 - d. Class E Liquor License with Class B Wine Permit Class C Beer Permit (Carryout Beer) & Sunday Sales - Walgreens #12108, 2719 Grand Ave
 - e. Class C Liquor License with Catering Privilege, Outdoor Service & Sunday Sales - Mother's Pub, 2900 West St
 - f. Class B Beer with Sunday Sales - Jeff's Pizza Shop LLC, 2402 Lincoln Way
 - g. Class C Liquor License with Class B Wine Permit, Outdoor Service & Sunday Sales - Bar la Tosca, 303 Welch Avenue, #101
 - h. Special Class C Liquor License, Class B Native Wine Permit & Sunday Sales- Szechuan House 3605 Lincoln Way **pending Dram Shop Insurance**
9. RESOLUTION NO. 21-193 approving appointment of *ex officio* student liaison to City Council
10. RESOLUTION NO. 21-194 confirming appointment of Natalia Martinez and Jacob Ludwig to serve as Iowa State University Student Government representatives to Ames Transit Agency Board of Trustees

11. RESOLUTION NO. 21-195 approving Quarterly Investment Report for period ending March 31, 2021
12. RESOLUTION NO. 21-196 approving Amended COVID-19 Leave Policy
13. RESOLUTION NO. 21-197 accepting report on the Ames Municipal Utility Retirement Plan from the Utility Retirement Advisory Board
14. RESOLUTION NO. 21-198 approving amendment to 28E Agreement to change the name of the Squaw Creek Watershed Management Authority to the Ioway Creek Watershed Management Authority
15. Requests from Ames Main Street for Summer Sidewalk Sales on July 29 - August 1, 2021:
 - a. Motion approving Blanket Temporary Obstruction Permit and Blanket Vending License
 - b. RESOLUTION NO. 21-199 approving suspension of parking regulations and enforcement for the Downtown from 8:00 a.m. to 8:00 p.m. on Saturday, July 31
 - c. RESOLUTION NO. 21-200 approving waiver of fee for Blanket Vending License
 - d. RESOLUTION NO. 21-201 approving request from Ames Main Street for Saturday, July 31 to transfer \$1,370.25 from the Local Option Sales Tax Fund to the Parking Fund
16. Requests from Ames Main Street for Shop for a Cause on November 6, 2021:
 - a. Motion approving Blanket Vending License
 - b. Motion approving Blanket Temporary Obstruction Permit
 - c. RESOLUTION NO. 21-202 approving waiver of fee for Blanket Vending License
 - d. RESOLUTION NO. 21-203 approving suspension of parking regulations and enforcement for the Downtown from 8:00 a.m. to 8:00 p.m. on Saturday, November 6
 - e. RESOLUTION NO. 21-204 approving transfer of funds from Local Option Sales Tax Fun to Parking Fund in the amount of \$1,370.25
17. Requests from Ames Main Street Small Business Saturday on November 27, 2021:
 - a. Motion approving Blanket Vending License
 - b. Motion approving Blanket Temporary Obstruction Permit
 - c. RESOLUTION NO. 21-205 approving waiver of fee for Blanket Vending License
 - d. RESOLUTION NO. 21-206 approving suspension of parking regulations and enforcement for the Downtown from 8:00 a.m. to 8:00 p.m. on Saturday, November 27, 2021
 - e. RESOLUTION NO. 21-207 approving transfer of funds from Local Option Sales Tax Fund to Parking Fund in the amount of \$1,370.25
18. Requests from Ames Main Street for Snow Magic on December 3 - 24, 2021:
 - a. Motion approving Blanket Temporary Obstruction Permit
 - b. Motion approving Blanket Vending License
 - c. RESOLUTION NO. 21-208 approving waiver of Blanket Vending License
 - d. RESOLUTION NO. 21-209 approving closure of Kellogg Avenue from Main Street to 5th Street and 12 metered parking spaces from 3 p.m. to 9 p.m. for Santa's Train
 - e. RESOLUTION NO. 21-210 approving closure of four metered parking spaces within the Downtown from 1:00 p.m. to 8:00 p.m. on December 3 to facilitate pick-up and

- drop-off of passengers on horse-drawn carriage rides through Downtown
 - f. RESOLUTION NO. 21-211 approving waiver of parking meter fees for closed parking meters
 - g. RESOLUTION NO. 21-212 approving usage of electricity in Tom Evans Plaza and waiver of fees for electricity
- 19. Request from Ames High School Homecoming Parade on May 13, 2021:
 - a. Motion approving Blanket Temporary Obstruction Permit
 - b. RESOLUTION NO. 21-213 approving closure of City Parking Lot MM, southern portion of City Parking Lot M, and a portion of CBD Lot Z from 5:30 p.m. to 7:30 p.m. for parade staging
 - c. RESOLUTION NO. 21-214 approving closure of 5th Street, from Grand Avenue to Pearle Avenue; Pearle Avenue; Main Street, from Pearle Avenue to Duff Avenue; Clark Avenue, from north of the CBD Lot exit to Fifth Street; Burnett Avenue, from Main Street to 5th Street; and Kellogg Avenue, from north of the CBD Lot exit to Main Street, from 6:00 p.m. to approximately 7:30 p.m.
 - d. RESOLUTION NO. 21-215 approving waiver of parking meter fees and enforcement from 4:00 p.m. to 6:00 p.m. for 55 metered parking spaces in Lot N
- 20. RESOLUTION NO. 21-216 approving preliminary plans and specifications for Ada Hayden Heritage Park Fishing Pier Renovation Project; setting May 26, 2021, as bid due date and June 8, 2021, as date of public hearing
- 21. RESOLUTION NO. 21-217 approving preliminary plans and specifications for 2020/21 Arterial Street Pavement Improvements: 13th Street (Duff Avenue to Meadowlane Avenue); setting May 18, 2021, as bid due date and May 25, 2021, as date of public hearing
- 22. RESOLUTION NO. 21-218 awarding contract to Ames Ford Lincoln of Ames, Iowa for purchase of two Ford truck chassis for Public Works Traffic Division in the amount of \$64,012.12
- 23. RESOLUTION NO. 21-219 awarding contract for purchase of pebble lime for Water Plant to Graymont Western Lime, Inc., of West Bend, Wisconsin, in the amount of \$166.50/ton for FY 2021/22
- 24. Electric Vehicle Charging Stations:
 - a. RESOLUTION NO. 21-220 waiving the Purchasing Policy threshold of \$25,000 and utilize the Pricing Agreement and Service Agreement with CD LLC, of Wheeling, Illinois for the purchase of the electric vehicle charging stations in the amount of \$120,508.65 (inclusive of sales tax)
 - b. RESOLUTION NO. 21-221 awarding contract to Commonwealth Electric, of Des Moines, Iowa for the installation of Electric Vehicle Charging Stations in the amount of \$16,837.52 (inclusive of sales tax)
- 25. RESOLUTION NO. 21-222 approving contract and bond for Fire Station #1 HVAC Replacement Project
- 26. RESOLUTION NO. 21-223 approving contract and bond for 2020/21 Concrete Pavement Improvements - 8th Street (Northwestern to Duff)
- 27. RESOLUTION NO. 21-224 approving contract and bond for 2020/21 Asphalt Street Pavement Improvements & Water System Improvements (McKinley Drive, Jensen Avenue,

Luther Drive)

28. RESOLUTION NO. 21-225 approving Change Order No. 2 deduction in the amount of (\$85,878) for Homewood Slope Stabilization
29. RESOLUTION NO. 21-226 approving Change Order No. 1 in the amount of \$31,813.35 for the 2020/21 Right-of-Way Restoration (Standard Vegetation)
30. RESOLUTION NO. 21-227 approving Change Order No. 1 in the amount of \$120,582 for the 2017/18 Main Street Paver Replacement Project (Clark - Burnett)
31. RESOLUTION NO. 21-228 approving renewal of contract to Diamond Oil Company, of Des Moines, Iowa, for the Low-Sulfur Diesel Fuel Supply Contract in the amount of (-\$0.0062) deduct off the Magellan “rack” fuel price, and in the amount of \$0.0163 increase off the Buckeye “rack” fuel price for an amount not to exceed \$300,000
32. RESOLUTION NO. 21-229 approving partial completion of public improvements and reducing security for Wheelock Corner Subdivision

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

PUBLIC FORUM: Merlin Pfannkuch, 1424 Kellogg Avenue, Ames, stated he wanted to know why the City of Ames “blunders along” with development and taxpayers have to subsidize the development. He was concerned with the increasing influence that Dan Culhane and the Ames Economic Development Commission (AEDC) seemed to have. Mr. Pfannkuch presumed it was Chuck Winkleblack from Hunziker Companies and others who have, so far, asked for an unreasonable tax increment financing amount to develop what would pay for the aquatic center and the Reinvestment District. He asked why the Council couldn’t examine proposals more closely. It was commented that he realized the Reinvestment District Proposal was put together in a hurry, but for five years he has asked the Council to take a good look at the East Industrial area. Mr. Pfannkuch mentioned that Mr. Culhane states “ if we build it the industries will come” and he felt this may or may not happen. He stated the City is planning to let the infrastructure go out for bid without looking at it closely. It was pointed out that the \$3.5 million for infrastructure will still not get the utilities out to the Verbio site. Mr. Pfannkuch pointed out that the IEDA only has anecdotal evidence as to how successful some sites have been. He asked for the City to have staff take a day and call some of the other cities and ask them about their sites. He stated the City never takes anything he says seriously. The Reinvestment District is too complicated, and the citizens have no idea what is going on. He mentioned that the developer and the owner of the property are starting with a request for a \$25 million tax increment financing to help pay for parking. He asked why the City doesn’t do a bond referendum on a paired down proposal.

AWARDING CONTRACT TO SUSTAINABILITY SOLUTIONS GROUP WORKERS COOPERATIVE OF VANCOUVER, BRITISH COLUMBIA, CANADA, FOR THE DEVELOPMENT OF A CLIMATE ACTION PLAN IN AN AMOUNT NOT TO EXCEED \$120,915 USD: Assistant City Manager Deb Schildroth explained that the development of a Climate Action Plan is an important step as it is one of the Council’s sustainability goals and it is the first Plan of its kind for the community. Staff is recommending the firm Sustainability Solutions Group Workers Cooperative (SSG) to lead the City through the planning process for the next 18 months. Ms. Schildroth noted that the Council Action Form outlines the process that was followed for

selecting SSG. Sustainability Solutions Group's proposal includes two subcontractors, Whatif? Technologies (WT) and Confluence. Whatif? Technologies will do the data collection and provide energy emission modeling along with financial and economic modeling. Confluence will be involved in the development and facilitation of community engagement in outreach activities. The Council has emphasized the need for public engagement and participation in this project, and SSG has a pre-engagement preparation phase that will interview key groups in order to make sure the sectors of the community are identified and how best to reach each sector. Included in the pre-engagement phase will be a review of the information and application that staff brought forward to the Council for the make-up of the community input group. This was discussed at the February 23, 2021 Council meeting. Ms. Schildroth pointed out that the community input group is not the only way for public participation in feedback, additional opportunities will include town hall meetings, on-line tools and activities, and surveys. She noted that pages four and five of the Council Action Form outline SSG's scope of work and the proposed timeline (including the meetings with the steering committee). The meetings are touch-points throughout the process and will give the Council the ability to provide direction and feedback to SSG as the process moves forward.

Council Member Martin commented that the proposal was solid, but one thing that caught his eye was the observation that SSG will be doing all its interactive work virtually. He understood that Confluence is a local firm and specialize in outreach. Mr. Martin stated he knows that staff will be paying attention to everything and mentioned if staff thought it was becoming a problem to only have virtual connections with SSG to let the Council know. The Council would like to know if there is anything they can do to help.

Council Member Gartin wanted to know if the committee had reviewed other Climate Action Plans that SSG had worked on, especially ones that were similar in size to Ames. Ms. Schildroth stated that part of the proposal was for the companies to provide a list of other communities that they have worked with in the past. The majority of SSG's work has been done in Canada and are in the process of working on Climate Action Plans in Tacoma, Washington, and Clackamas, Oregon (Oregon State). Staff was able to reach out to those references to discuss the work of SSG. It was pointed out that Canada is ahead of the United States with Climate Action Plans. Sustainability Coordinator Merry Rankin stated that when speaking to the various references, it was mentioned that diversified and robust community engagement was something SSG had done really well. It was noted that the table workbooks were helpful and there were creative aspects that would engage the community. Sustainability Solutions Group sees the value in including the Universities. Ms. Schildroth asked the Council to keep in mind that this Climate Action Plan is not being adopted by Iowa State University, but ISU is a partner in the project, because of its presence in the community. The City wants to make sure that the ISU Administration and the students are involved in the process.

Mayor Haila opened public comment. No one requested to speak.

City Attorney Mark Lambert stated that SSG is not registered as a foreign corporation with the Iowa Secretary of State's Office. He noted that registering with the State of Iowa provides for a registered agent in Iowa for service if there is litigation etc. He recommended that the Council give approval

contingent upon SSG registering as a foreign corporation with the Iowa Secretary of State's Office. Attorney Lambert commented that this would be a legal step that SSG should take before the Contract is signed by the Mayor.

Moved by Beatty-Hansen, seconded by Junck, to adopt RESOLUTION NO. 21-230 awarding a contract to Sustainability Solutions Group Workers Cooperative of Vancouver, British Columbia, Canada, for the development of a Climate Action Plan in an amount not to exceed \$120,915 USD, contingent upon SSG registering with the Secretary of State's Office as a foreign corporation.

Council Member Betcher questioned if the amount was correct in the motion. Ms. Schildroth stated that the amount in the Contract is correct and noted that in Appendix A, in the Scope of Services, the Cost of Services needed to be changed from \$120,950 to \$120,915.

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

MENTAL HEALTH WELLNESS, RECOVERY, AND RESILIENCY INITIATIVE: Assistant City Manager Deb Schildroth mentioned that in response to the Mayor's request, a small group of City staff had preliminary discussions about developing a mental health wellness, recovery, and resiliency initiative, especially due to COVID-19. Ms. Schildroth commented that as a City, staff wants to be able to provide information and resources for people to help one another. Starting on Thursday, May 20, 2021, from 6:30 p.m. to 8:30 p.m. the City will be hosting a Mental Health Forum for anyone that wishes to attend. There will be a keynote speaker and a panel of individuals that represent the school district, ISU, and local mental health agencies to discuss what resources are available. The Mental Health Forum will be in person, but the meeting will be live streamed through Facebook and YouTube. There will also be a series of mental health first aid training with Julie Saxton, Mental Health Advocate. Ms. Schildroth mentioned the final event will be in September coinciding with the annual Mental Health Expo and National Suicide Prevention Awareness Month.

Ms. Saxton explained that the mental health first aid class is an eight-hour course that covers mental health diagnosis, symptoms, and how to appropriately respond to someone experiencing symptoms. She noted that she teaches the class along with Kinsey Phillips, ISU Mental Health Advocate. The course will be divided into two four-hour days. Ms. Saxton noted that the course would be free; typically the course is \$250 per person, but the City and ISU have contributed to the cost of the course. She stated it is a great opportunity for the community to become educated, and given the influx of mental health and substance abuse calls, the community needs to come together to prevent a mental health crisis.

Police Commander Geoff Huff mentioned this is something that staff is good at by getting a lot of people together to collaborate and help solve problems. This approach was used for the Opioid Task Force and it was successful. The City is fortunate to have Ms. Saxton and Ms. Phillips available to teach the course.

Council Member Betcher commented that while teaching at ISU she is contacted regularly by her students about their declining mental health and the challenges they are facing due to feeling isolated. Many of her students can't really focus on their self-care right now, but the semester is going to end in mid-May, and many students will stay in town due to summer jobs. Ms. Betcher wanted to know if there will be a lot of advertising done to notify students that they can attend or may want to tune in via Facebook or YouTube. She pointed out that she has also heard from a lot of Veterans and their families that were impacted. Ms. Schildroth stated that the Mental Health Forum is open to everyone of all ages. She stated that staff had talked about promoting the event and they will be sending out a "Save the Date" card. Ms. Saxton stated that herself and Kinsey have a couple days planned for June, July, and August and will be working on getting the word out. The class will be open to all community members and ISU students. The Mental Health Expo in September will be another great time for students and community members to participate.

Mayor Haila inquired about any interaction with the school districts. Ms. Saxton explained that all students are struggling, and reacclimating to the classrooms has been difficult. Self-care has not been a priority for a lot of students. She is seeing a lot of depression and anxiety in students. Ms. Saxton noted that she collaborates with the guidance counselors and social workers with the Ames Community School District and Gilbert Schools. There have been a lot of team meetings with teachers, social workers, parents, and the school resource officers.

Council Member Betcher mentioned that there is a note that the \$5,000 may not be enough and more money may be needed. She wanted to know if more funds were needed then a request would need to come back to the Council. City Manager Steve Schainker stated that staff will do its best in planning, but if more funds are needed then it will come back to the Council.

Moved by Betcher, seconded by Beatty-Hansen, to direct staff to develop an initiative supporting Mental Health Wellness, Recovery, and Resiliency offering education, training, and resource opportunities to the public.

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

Moved by Betcher, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 21-231 approving up to \$5,000 in Council Contingency funds to help cover the costs associated with supporting the Mental Health Wellness, Recovery, and Resiliency. If more funds are needed to come back to the Council.

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

AWARDING CONTRACT TO ENVIRO-SERVICES & CONSTRUCTORS, INC., DBA RRT DESIGN & CONSTRUCTION OF MELVILLE, NEW YORK, FOR A WASTE-TO-ENERGY OPTIONS STUDY IN AN AMOUNT NOT TO EXCEED \$239,500: Public Works Director John Joiner gave a recap of what had been done to get the scope of service created for the Waste-to-Energy Options Study. A Request for Proposals (RFP) was issued on January 4, 2021, to 32 firms and three bid services. Responses were received from eight firms. An evaluation team was

composed of representatives from Electric Services, Public Works, and the City Manager's Office. The evaluation team invited the top three firms for interviews. The firms were asked to provide a brief presentation introducing its team members, their roles, and demonstrate their understanding of the Scope of Services. Team members were also offered tours of the Resource Recovery Plant and Power Plant prior to their interviews. RRT Design & Construction, of Melville, New York, emerged as the top candidate. City staff conducted reference checks on RRT's work with other utilities and positive feedback was received, both for the firm in general and the key staff that would be assigned to this project. The contract with RRT will conclude with a presentation of the final report to City staff and then a public presentation to the City Council. It was anticipated that the work would be completed in November 2021. Director Joiner pointed out that the timing of the final report from RRT will provide City staff with enough time to determine any subsequent steps that would need to be incorporated into the draft FY 2022/23 City budget or future Capital Improvement Plan. He pointed out that RRT staff is aware that the City is developing a Climate Action Plan, and that any decision made regarding the City's waste-to-energy future may have a significant impact on greenhouse gas emissions into the future. City staff will ensure that the Climate Action Plan consultant and RRT are apprised of any impacts one study may have on the analysis and/or potential options available in the other.

Council Member Betcher mentioned that when the Council had first approved the RFP, the Council had the discussion about looking at options other than waste-to-energy and the response was that the contractor should be able to make alternative recommendations for options that are more in-line with the Climate Action Plan. She wanted to know if RRT was willing to look for alternatives. Director Joiner stated that staff had discussed that possibility with all the firms they interviewed and the scope that RRT proposed included some "headroom" for an alternative option if needed.

Electric Services Director Donald Kom noted that through the interview process, there were a couple items that were important to staff. He explained that staff wanted to make sure they found a firm that was knowledgeable in both waste-to-energy or the generation side, and knew how to deal with municipal solid waste. He explained that RRT had the skill set that the evaluation team was looking for. Another item that was important was that the firm had worked on projects that were of a similar size to the City of Ames. Again, RRT had experience in communities that were similar to Ames and could understand the unique challenges and requirements of Ames.

The Mayor opened public comment. It was closed when no one came forward.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 21-232 awarding a contract to Enviro-Services & Constructors, Inc., dba RRT Design & Construction of Melville, NY, for a Waste-to-Energy Options Study in an amount not to exceed \$239,500.

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

JOINT USE PARKING PLAN FOR 414 LINCOLN WAY AND 119 WASHINGTON AVENUE: Planning and Housing Director Kelly Diekmann gave an update on the project as

opposed to how it was described in the Council Action Form. When staff had been working with the applicant, they had been working from earlier conversations that the proposal was an accessory function to the funeral homes operation to allow for events related to the funeral itself. After preparing the Council Action Form and reviewing the Easement, further discussions were had with the City Attorney and the applicant; staff came to a different understanding than what was proposed. The applicant had proposed to be an independent banquet hall facility for 119 Washington Avenue, that may at times work in conjunction with the funeral home, but not tied to it as an accessory function. Director Diekmann pointed out that the materials provided to the Council were with the assumption that the banquet hall was going to be an accessory use. After speaking with the property owner, the funeral home is proposed to operate with its peak events (funerals, visitations) to be limited to 12 times per month. The banquet hall would be able to operate for numerous days throughout a month and the hours would not be limited as a funeral function. The Agreement that was attached does not define the correct issues. Staff now has a clearer picture and would recommend Alternative 2, which is to approve the Joint Use Parking Plan for 119 Washington Avenue and 414 Lincoln Way with modifications required to the “Joint Use Easement Agreement or to table the request until the May 11, 2021, meeting where an updated report and Agreement could be provided.

Council Member Gartin asked for background information on the Joint Parking Agreements. The Council has seen them for apartment buildings that didn’t have enough parking, but none that he can recall for commercial buildings that would intensify the usage. He would like to say “yes” when he can, and it would be in the best interest of the funeral home to not have conflicting events. Director Diekmann explained that there are two alternative parking schemes. One is Remote Parking (parking spaces are in another area) and then the other is the Joint Use Parking (sharing parking spaces). The decision would be that the two operations are unlikely to cause conflicts. They want to prevent too much demand for too little supply; if there is too much demand, the parking would encroach onto neighboring businesses and that is what staff wants to avoid. Mr. Diekmann pointed out that staff’s findings are that the two operations can coexist, and they don’t have peak demand at the same time.

Council Member Martin inquired what would happen if one of the properties sold. Director Diekmann explained that an Easement would be recorded, and the Agreement would have successor language in it that would bind the owner of Parcel 1 as well as the owner of Parcel 2 to the arrangement. The arrangement is based on the fact that Parcel 1 is a funeral home and that Parcel 2 is going to be a banquet hall. Both parcels are agreeing to be those uses whether they are the owner, or it is sold. Director Diekmann mentioned that one factor that is not 100% clear is that the predication of use as a funeral home and banquet hall should follow through all sections of the Agreement. It was noted that the Agreement does include a clause that if the banquet hall was to cease operating then Parcel 1 (funeral home) could terminate the Agreement. Council Member Martin stated that if the Council could make this work, he would like to, but he was uncomfortable with having written material in front of the Council that was a lot different from what the Council would actually be approving.

Council Member Betcher commented that in the Addendum of the Council Action Form it notes that

if there is a problem with parking, the City can revoke the Easement. She wanted to know if she was interpreting it correctly. Director Diekmann explained that the Agreement doesn't specifically state that, but if the parties were operating inconsistently with the Agreement and Easement then the City would have to take action on the enforcement. There is not a cancellation clause in the Agreement where the City can cancel it. Ms. Betcher questioned what it meant then when it states "the joint use parking plan does allow for the City to require in the future the reevaluation of the parking if there becomes an issue with the required number of parking spaces," she noted that makes it sound like it would be in the Agreement somewhere. Mr. Diekmann explained that statement is not in the Agreement and he felt that staff would not want to be put in a position to revoke a business from operating. He stated he would have to speak with the City Attorney as he would see it as a code enforcement of the Zoning Ordinance that a business would be operating the site inconsistent with conditions of the approval.

Mayor Haila noted that currently there is a common owner. He wanted to know if in the future if the Agreement would stipulate that the Parcels have to always be a funeral home and a banquet hall or if the use changed would the Easement become null and void. The Mayor questioned if the funeral home was sold and remodeled into a restaurant, what would happen. Director Diekmann stated that the way the Agreement is structured is that Parcel 1 is giving up rights to benefit Parcel 2. There are other uses where the sharing could work, but if something was changed it would need to come back to the Council to make sure the change met the Zoning Ordinance.

The Mayor asked if anyone from the public wished to speak.

Tim Grandon, 414 Lincoln Way and 119 Washington Avenue, Ames, stated he is the owner of both properties being discussed tonight. He explained that his goal is to allow funeral participants to have a place to go to for some type of fellowship luncheon after the funeral. The same people that would be at the funeral would walk over to the banquet hall. The funeral home would be used eight to ten times a month. Mr. Grandon mentioned that if the property was sold it would have to fit the criteria of the new Zoning and go through City staff for approval. He pointed out that the funeral home is not always busy and most of the time there are less than ten people in the office. Mayor Haila inquired if the request was time sensitive. Mr. Grandon mentioned that he has had bids out since October 2020, and if he gets delayed; he could wait, but would like to proceed.

The Mayor closed public comment when no one else spoke up.

Council Member Gartin wanted to know if any of the surrounding neighbors had been notified of this request. Mr. Diekmann mentioned that there is not a notification process for this type of request.

Moved by Gartin, seconded by Beatty-Hansen, to approve Alternative 2, which was to approve the Joint Use Parking Plan for 119 Washington Avenue and 414 Lincoln Way with modifications required to the "joint Use Easement Agreement," consistent with the priorities that have been articulated by Council.

Council Member Martin said his concern with that motion is that it will have staff guess on some items to put in the Agreement. In writing the new Agreement if there was an issue found the motion would allow staff to work it out without coming back to the Council. Mayor Haila explained that the way the motion was worded it would not come back to the Council and it would be up to staff and the City Attorney to come up with the correct wording. City Manager Steve Schainker mentioned that the safest way would be to bring the request back to the Council, and maybe hold a Special Meeting if the corrections could be made within the next few days instead of waiting until the next meeting on May 11, 2021. Mr. Martin noted he would prefer to see everything before it is approved due to all the moving pieces.

Vote on Motion: 3-3. Voting Aye: Beatty-Hansen, Corrieri, Gartin. Voting Nay: Betcher, Junck, Martin.

Motion failed.

Moved by Martin, seconded by Beatty-Hansen, to have staff revise the CAF and Agreement and bring it back to the Council incorporating any relevant analysis pursuant to the Council's discussion and any additional ingredients staff feels are needed in the Agreement.

Voting Aye: 6-0. Motion declared carried unanimously.

Mayor Haila stated he would be willing to call a Special Meeting, if needed. Director Diekmann stated that if the Site Development Plan is not ready to be approved then there would not necessarily be a rush for the Agreement to be approved. He thought it would be appropriate to have a Special Meeting if the Site Development Plan and Agreement were both ready to be approved, if they are not ready then they can place this item on the agenda for May 11, 2021.

SECURITY CAMERAS IN CAMPUSTOWN: Police Commander Geoff Huff stated this proposal was presented to the City Council on December 8, 2020. City staff had presented a revised concept for the Campustown Cameras in which the data would be stored on the City's server instead of on Iowa State University's servers. Connecting to the City's network would result in savings of approximately \$2,880 per year and would provide more immediate access to camera footage in an emergency situation or to retrieve footage for an investigation. At that time the Council had directed staff to present the new concept to the ISU Student Government to ensure its understanding and support. Staff presented the new concept to the Student Government on February 17, 2021. Staff had received a Resolution dated February 24, 2021, unanimously supporting the project in its new form. The Campustown Action Association was previously supportive of the security cameras and continues to be supportive with the changes. On March 24, 2021, City staff provided the City Council with a description of the changes that would be made to the Policy to address the previous questions that were raised.

Council Member Martin stated that one thing that he learned during the process was the presumption of availability of recorded video. He asked Commander Huff to review the process for obtaining any footage. Commander Huff stated that for the Police Department any request for public information goes through a review process. Staff reviews *Iowa Code*, Chapter 22 (Open Records Law) and

determines if it is a public record. The Police Department has a few restrictions on confidential records. Commander Huff mentioned that there may be a few cases that staff would find that a record is confidential and would not be able to be released. When requests are received that are not related to a criminal investigation that information could be released, but is reviewed first. The process is the same for body-worn cameras and police records.

Ex officio Trevor Poundstone echoed that the Student Government was really excited for this project and fully supported it.

The Mayor asked if there was anyone from the public who wished to speak. There was no one wishing to speak.

Moved by Gartin, seconded by Beatty-Hansen, directing staff to proceed with the installation of the Campustown security camera system and house the recordings on the City's network.

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

Moved by Gartin, seconded by Beatty-Hansen, adopting RESOLUTION NO. 21-234 to adopt a Policy regarding the administration of the camera system and recordings.

Council Member Martin wanted to come back to the open records question. He thought it would be helpful to know how much the video system is used for the open record function versus the public safety function. Mr. Martin thought it made sense to circle back around to this security system in a year to hear how it went and to get some numbers as to how often things happened.

Moved by Martin, seconded by Beatty-Hansen, to ask staff to come back in a year, after the deployment of the system, with a report on how the system has worked, including the approximate total amount of video that was released pursuant to open records request and the number of open record requests for video that were actually completed to deliver the video to the requestor.

Council Member Gartin mentioned that there were already other public cameras and gave the example of City Hall. He inquired if there were any other public cameras. City Manager Steve Schainker mentioned that there were public cameras at City Hall, the Power Plant, the Electric Plant, and Parks and Recreation. Mr. Gartin wanted to know if there had ever been any requests for footage from those cameras. Commander Huff noted that there had been one request for footage from City Hall for a civil process that was fulfilled.

Council Member Betcher inquired if it would be beneficial to know how often footage was used in criminal investigations. Ms. Betcher proposed a friendly amendment to the motion to include obtaining data on the usage of the camera system for law enforcement activity. Mr. Martin asked Commander Huff if that information would be possible to obtain. Commander Huff commented that they would be able to offer a summary of the times the video footage had aided in an investigation.

Mr. Schainker reminded the Council that the new traffic system that the City Traffic Engineer is working on will have cameras on them as well. Mr. Martin mentioned that when that was discussed

there was motion about the video policy and assumed it would be similar to this Policy.

Council Members Martin and Beatty-Hansen were amendable to the friendly amendment.

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

AWARD OF ECONOMIC DEVELOPMENT ADMINISTRATION GRANT AGREEMENT IN THE AMOUNT OF \$1,500,000 FOR THE PRAIRIE VIEW INDUSTRIAL CENTER UTILITY PROJECT: Municipal Engineer Tracy Peterson stated she was excited to announce the award of the Economic Development Administration (EDA) grant that staff has been working on with the Ames Chamber of Commerce and Economic Development for the Prairie View Industrial Park extension project. The Grant Award is in the amount of \$1.5 million. The grant would cover the utility install up to Teller Avenue and then there will be an “Add Alternate” to extend the water and sanitary sewer to 590th Avenue. Ms. Peterson mentioned that staff is hoping to have plans out in May 2021, with bids being received in June 2021.

The Mayor asked for public comment. It was closed when no one requested to speak.

Moved by Gartin, seconded by Beatty-Hansen, adopting RESOLUTION NO. 21-235 approving the award to Economic Development Administration Grant Agreement in the amount of \$1,500,000 for the Prairie View Industrial Center Utility project.

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

HEARING ON ZONING TEXT AMENDMENT TO ESTABLISH A NEW PLANNED UNIT DEVELOPMENT (PUD) OVERLAY ZONE WITHIN THE ZONING ORDINANCE ALONG WITH PRIVATE STREET STANDARDS IN THE SUBDIVISION ORDINANCE: Moved by Martin, seconded by Betcher, to continue the hearing to May 11, 2021.

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

HEARING ON WATER POLLUTION CONTROL FACILITY SLUDGE PUMPING BUILDING IMPROVEMENTS: The Mayor opened the public hearing. It was closed when no one asked to speak.

Moved by Beatty-Hansen, seconded by Betcher, to accept the Report of Bids for the Water Pollution Control Facility Sludge Pumping Building Improvements.

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

Moved by Gartin, seconded by Betcher, to reject all bids for the Water Pollution Control Facility Sludge Pumping Building Improvements.

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

HEARING ON 2019/20 CONCRETE PAVEMENT IMPROVEMENT PROGRAM (DOUGLAS, 5TH STREET, E 3RD STREET, E 2ND STREET, DES MOINES AVENUE, AND

CENTER AVENUE): The Mayor opened the public hearing. There was no one wishing to speak, and the hearing was closed.

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 21-236 approving plans and specifications and awarding a contract to Manatt’s Inc., of Ames, Iowa, in the amount of \$1,571,889.43.

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

HEARING ON 2020/21 AIRPORT IMPROVEMENTS (RUNWAY 01/19 AND TAXIWAY A LIGHTING PROJECT): The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 21-237 approving plans and specifications and awarding a contract to Voltmer, Inc., of Decorah, Iowa, in the amount of \$390,399.50 (Base Bid + Bid Alternate), contingent on the project being funded by the FAA grant.

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

Moved by Martin, seconded by Betcher, to adopt RESOLUTION NO. 21-238 approving the Grant Application to the FAA based on the total estimated project costs of \$493,299.50.

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

ORDINANCE NAMING THE ACCESS ROAD ON SOUTH RIVERSIDE DRIVE “AVIATION WAY”: Moved by Betcher, seconded by Beatty-Hansen, to pass on second reading an ordinance naming the access road on South Riverside Drive “Aviation Way.”

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

ORDINANCE INCREASING WATER RATES BY 6%, EFFECTIVE JULY 1, 2021: Moved by Beatty-Hansen, seconded by Gartin, to pass on third reading and adopt ORDINANCE NO. 4437 increasing the water rates by 6%, effective July 1, 2021.

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

DISPOSITIONS OF COMMUNICATIONS TO COUNCIL: The Mayor explained there were seven items to review. The first item was a letter from Helen F. McRoberts stating her support for the Rose Prairie Restoration Plan. The Mayor stated that this item was for informational purposes only.

This second item was a letter from Kay Berger also communicating her support for the Rose Prairie Restoration Plan, which was for information purposes only.

The third and fourth items were emails from Kyle Poorman requesting the City to study crosswalk

concerns on University Boulevard at South 16th Street and requesting a mixed-use trail extension along University Boulevard at the Iowa State Recreation Complex. City Manager Steve Schainker recommended referring both emails from Mr. Poorman to staff for a memo.

Moved by Martin, seconded by Betcher, to refer Mr. Poorman's email to staff for a memo.
Vote on Motion: 6-0. Motion declared carried unanimously.

The fifth item was a memo from Kelly Diekmann, Planning and Housing Director in response to a property owners request to amend the Ames Urban Fringe Plan Land Use Map at 2359-210th Street in Boone County to reclassify portions of the property as Rural Residential. Mr. Schainker stated that the memo gave the Council two options to choose from. Mayor Haila stated that Option 1, was to take no action on the request, but it would still allow the developer to build a single-family home.

Council member Gartin stated the hard part is the City is still in the process of developing the Ames Comprehensive Plan and asked City Manager Schainker what he recommended. Mr. Schainker commented that he doesn't believe Director Diekmann would change any of the natural areas that this would impact and to hold off on any further action until there is more clarification on the Ames 2040 Plan.

Moved by Betcher, seconded by Corrieri, to take no action on the request to amend the Ames Urban Fringe Plan Land Use Map at 2359-210th (Boone County) at this time.
Vote on Motion: 6-0. Motion declared carried unanimously.

Item six was a memo from Kelly Diekmann, Planning and Housing Director responding to a property owners request for a waiver of platting authority in the Ames Urban Fringe Plan at 2227, 2233, 2239, 2245, and 2249-229th Place, Ames.

Moved by Martin, seconded by Betcher, to place the request for a waiver of platting authority in the Ames Urban Fringe Plan at 2227, 2233, 2239, 2245, and 2249-229th Place, Ames on a future agenda.
Vote on Motion: 6-0. Motion declared carried unanimously.

The last item was a memo from Mark Lambert, City Attorney, in response to the legal requirements for suspending the rules for ordinances. Council Member Martin felt they didn't need to place this item on a future agenda, and to wait until this situation comes up again. City Attorney Mark Lambert mentioned that he would be willing to do a follow-up memo with recommendations. Council Member Martin stated he was comfortable allowing the City Attorney and the Mayor to work out any details. Mayor Haila mentioned he had always wanted to have a Council Handbook/Guide to know what everyone is supposed to do.

COUNCIL COMMENTS: The new *ex-officio* Trevor Poundstone stated that he is currently a Junior at Iowa State University majoring in Information Management Systems. He is from Knoxville, Iowa and he has watched several of the previous Council meetings. Mr. Poundstone is excited to meet and work with the Council. He noted he is excited to work on opportunities to enhance Iowa State and the City of Ames in the area's sustainability, mental health, and diversity and inclusion. Regarding

the Mental Health Forum and classes that were discussed earlier the Student Government would be happy to share those events on its social media page to get more student involvement.

Council Member Gartin mentioned that the NAACP had a Take the Lead Forum on sentencing in Iowa, and the video is available on the Ames Chapter of the NAACP's Facebook site.

ADJOURNMENT: Moved by Beatty-Hansen to adjourn the meeting at 8:22 p.m.

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor

Diane R. Voss, City Clerk



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 st – 15 th
	<input checked="" type="checkbox"/>	16 th – End of Month
Month & Year:	April 2021	
For City Council Date:	May 11, 2021	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Electric Services	Power Plant Maintenance Services Contract	2	\$133,750.00	API Solutions, Inc.	\$443,889.50	\$25,000.00	B. Phillips	JN
Public Works	loway Creek Restoration & Flood Mitigation (Tree Clearing)	1	\$74,745.00	RW Excavting Solutions, LC	\$0.00	\$14,540.00	T. Peterson	MA
Water & Pollution Control	Design for Replacement of MG1 with Boiler	2	\$165,000.00	Strand Associates	\$89,200.00	\$15,000.00	K. Evans	MA
Electric Services	Baker Subdivision Geothermal Well Installations	2	\$235,835.00	Thorpe Water Dev Co	\$2,500.00	\$(-5,381.35)	D. Kom	JN
Electric Services	Moving Soil from Baker Subdivision	1	\$71,968.20	Con-struct, Inc.	\$0.00	\$14,393.64	D. Kom	JN
Electric Services	Baker Subdivision Geothermal Well Installations	1	\$235,835.00	Thrope Water Dev Co	\$0.00	\$2,500.00	D. Kom	JN

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Public Works	2018/19 Sanitary Sewer Rehabilitation (Siphon)	2	\$1,440,778.00	Synergy Contracting, LLC	\$-(174,575.00)	\$8,051.00	T. Peterson	MA



MEMO

*Caring People
Quality Programs
Exceptional Service*

TO: Mayor John Haila and Ames City Council Members

FROM: Renee Hall – Deputy City Clerk

DATE: May 11, 2021

SUBJECT: Tip Top Lounge Outdoor Service Privilege Licenses, 201 E. Lincoln Way

The owner of the Tip Top Lounge, Andrew White, has applied for six temporary Outdoor Service Privilege Licenses for events on the following dates in 2021:

- June 10
- June 24
- July 8
- July 22
- August 5
- August 19

Outdoor Service Privilege License applications through the Iowa Alcoholic Beverages Division do not show the specific date requested for the Outdoor Service Privilege; therefore, each of the applications look identical to each other. This memo is in lieu of the application typically sent to you for liquor licenses.

Mr. White has stated that the events will be located in the rear parking lot. Barricades will consist of two four-foot high construction fences with four feet between them for a security buffer. There will be three entrances/exits used for the events. One will be through the main entrance/exit of Tip Top Lounge, and two will be located in the fenced area. Four security guards will be present for the events. Employees will be stationed to check IDs at each entrance/exit. Four bartenders and a general manager will also be on-site.

Police have reviewed the calls for service from the past year including the event dates from last year, and there were no issues or recent violations that would cause concern. Tip Top Lounge currently holds a Class C Liquor License.

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1619638522152>

Agencies <https://directory.iowa.gov/?ia_slv=1619638522152>

Social <https://directory.iowa.gov/social/Index?ia_slv=1619638522152>

<https://www.iowa.gov/search/google?ia_slv=1619638522152>

License Application ()

Applicant

Name of Legal Entity : AMES CHAMBER OF COMMERCE

Name of Business(DBA) : Campustown Action Association

Address of Premises : 200 Welch Avenue

City : Ames

County : Story

Zip : 50014

Business : (515) 292-4528

Mailing Address: 304 Main Street

City : Ames

State : Iowa

Zip : 50010

Contact Person

Name : Karin Chitty

Phone : (515) 451-7503

Email : karin@ameschamber.com

License Information

License Number :

License/Permit Type : Special Class C Liquor License

Term : 5 Day

Effective Date :

Expiration Date :

Sub-Permits/Privileges :

Status of Business

Business Type : Nonprofit entity which has a principal office in the State of Iowa.

Ownership

Ames Chamber of Commerce

City : Ames

State : Iowa

Zip : 50010

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

Insurance Company Information

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1619789419534>

Agencies <https://directory.iowa.gov/?ia_slv=1619789419534>

Social <https://directory.iowa.gov/social/Index?ia_slv=1619789419534>

<https://www.iowa.gov/search/google?ia_slv=1619789419534>

License Application (LE0003515)

Applicant

Name of Legal Entity : CASEY'S MARKETING COMPANY

Name of Business(DBA) : CASEY'S GENERAL STORE #2298

Address of Premises : 428 LINCOLN WAY

City : Ames

County : Story

Zip : 50010

Business : (515) 232-0024

Mailing Address: PO Box 3001

City : Ankeny

State : Iowa

Zip : 50021

Contact Person

Name : JESSICA FISHER-COMSTOCK, STORE OPERATIONS

Phone : (515) 446-6404

Email : jessica.fisher@caseys.com

License Information

License Number : LE0003515

License/Permit Type : Class E Liquor License

Term : 12 Month

Effective Date : 2021-06-15

Expiration Date : 2022-06-14

Sub-Permits/Privileges :

Status of Business

Business Type : Publicly Traded Corporation

Ownership

42-0935283 Casey's General Stores, Inc.

City : ANKENY

State : Iowa

Zip : 50021

Position : Owner

% of ownership : 100

U.S. Citizen : Yes

JULIA JACKOWSKI

City : URBANDALE

State : Iowa

Zip : 50322

Position : Owner

% of ownership :

U.S. Citizen : Yes

JAMES PISTILLO

City : URBANDALE

State : Iowa

Zip : 50323

Position : Owner

% of ownership :

U.S. Citizen : Yes

SAMUEL JAMES

City : ANKENY

State : Iowa

Zip : 50021

Position : Owner

% of ownership :

U.S. Citizen : Yes

BRIAN JOHNSON

City : JOHNSTON

State : Iowa

Zip : 50131

Position : Owner

% of ownership :

U.S. Citizen : Yes

DOUGLAS BEECH

City : ANKENY

State : Iowa

Zip : 50021

Position : Owner

% of ownership :

U.S. Citizen : Yes

Insurance Company Information

MEMO



To: Mayor John Haila and Ames City Council Members
From: Lieutenant Heath Ropp, Ames Police Department
Date: May 5th, 2021
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for May 11th, 2021 includes beer permits and liquor license renewals for:

- **Octagon Center for the Arts** (427 Douglas Ave) - Special Class C Liquor License with Outdoor Service
- **Casey's General Store #2298** (428 Lincoln Way) - Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales
- **Gateway Hotel and Conference Center, LLC** (2100 Green Hills Dr) - Class B Liquor License with Catering Privilege and 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.

COUNCIL ACTION FORM

SUBJECT: FY 2021/22 OUTSIDE FUNDING REQUEST CONTRACTS

BACKGROUND:

During adoption of the FY 2021/22 Budget, the City Council reviewed requests from local organizations. The City Council allocated funds for these organizations to provide facilities and services to the public. In total, \$231,251 was allocated from the Local Option Sales Tax Fund, and \$15,000 was allocated from the Hotel/Motel Tax Fund.

Contracts with each organization have been signed by organization representatives, returned to City staff, and are now before the City Council for approval. Scopes of services and funding amounts for each organization are listed below:

Ames Economic Development Commission		\$15,000	
Funds awarded shall be used towards the Workforce Solutions Program. Programming efforts will be used to attract and recruit talent to the Ames community.			
Drawdown Schedule:			
Task	Date	Amount	
1. Participate in a virtual career fair	Dec. 2021	\$1,000	
2. Conduct three “upskilling” classes with DMACC	May 2022	\$1,500	
3. Participate in 2 out-of-state workforce marketing events	May 2022	\$4,000	
4. Conduct four career fairs in Ames	June 2022	\$4,000	
5. Participate in state coop workforce marketing campaign	June 2022	\$2,000	
6. Conduct targeted marketing to ISU alumni through ISUAA	June 2022	\$2,500	

Ames International Partner Cities Association, Inc.		\$5,800	
Funds provided shall be used to undertake such activities as will foster and promote friendly relations and mutual understanding between the people of Ames, Iowa and people of similar cities of other nations.			
Task	Date	Amount	
Delegation gifts and preparation	May 2022	\$600	
Partial travel expenses for trip leaders to Koshu, Japan	June 2022	\$2,400	
Development of prospective Tunisian partnership	June 2022	\$2,000	
Materials and supplies	June 2022	\$800	

Hunziker Youth Sports Complex, Inc.		\$45,000
Funds awarded shall be used towards the facilities, equipment, and services required to provide youth sports programs for the Ames community. In turn, participants in sports programs will be charged lower participant fees than they would if operating expenses were not subsidized.		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Provide a youth sports program comprising baseball, soccer, and softball	October 2021	\$45,000

Story County Housing Trust		\$35,000
Funds awarded shall be used to: 1) Provide direct funding to individuals and families who meet income requirements to make repairs to their owner-occupied homes; and 2) Provide rental assistance to Ames residents who meet income requirements.		
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Provide for owner-occupied repairs to homes	June 2022	\$20,000
Provide rental/deposit assistance to Ames residents	June 2022	\$15,000

Ames Main Street (Ames Chamber of Commerce)		\$50,035
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Host 4 th of July Parade	July 2021	\$3,800
Fulfill req'ts to maintain Ames as an MSI community and Iowa Great Place, including seeking and managing grants (Part 1)	Aug. 2021	\$6,500
Maintain a current building and business inventory, district statistics, per the requirements of the MSI program	Dec. 2021	\$2,000
Serve as a point of contact regarding downtown public policy issues and inform property owners and tenants about policy changes, construction projects, and other issues that may affect downtown (Part 1)	Dec. 2021	\$4,000
Host Snow Magic	Dec. 2021	\$3,000
Fulfill req'ts to maintain Ames as an MSI community and Iowa Great Place, including seeking and managing grants (Part 2)	Feb. 2022	\$6,500
Conduct beautification efforts in the public right-of-way	May 2022	\$12,000
Host ArtWalk	June 2022	\$3,000
Host district-wide retail promotions	June 2022	\$2,000
Serve as a point of contact for special events, whether organized by Ames Main Street or others	June 2022	\$3,235
Serve as a point of contact regarding downtown public policy issues and inform property owners and tenants about policy changes, construction projects, and other issues that may affect downtown (Part 2)	June 2022	\$4,000

Campustown Action Association (Ames Chamber of Commerce)		\$36,000
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Plan and host Fridays Around Campustown	Sept 2021	\$ 4,000
Plan and host a fall event	Oct. 2021	\$ 7,000
Recruit outside organizations to host events in Campustown	Dec. 2021	\$ 2,000
Coordinate activities to clean up and beautify Campustown (Part 1)	Dec. 2021	\$ 3,500
Promote the Campustown Façade Grant program and provide a report to the City regarding the potential to expand the program	Feb. 2022	\$ 2,000
Plan and execute Summerfest in Campustown or similar summer-themed event	June 2022	\$ 8,000
Serve as a point of contact regarding Campustown public policy issues and inform property owners and tenants about policy changes, construction projects, and other issues that may affect Campustown	June 2022	\$ 4,000
Coordinate activities to clean up and beautify Campustown (Part 2)	June 2022	\$ 3,500
Serve as a point of contact for special events occurring in Campustown, whether organized by CAA or others	June 2022	\$ 2,000

Ames Historical Society		\$46,927
<u>Drawdown Schedule:</u>		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Display 6 virtual or in-person exhibits	Dec. 2021	\$9,210
Post 250 photos or stories on social media or website	Dec. 2021	\$1,875
Present 30 programs	Dec. 2021	\$1,500
Answer 100 research requests	Dec. 2021	\$1,000
Host 2 programs related to the 19 th Amendment	Dec. 2021	\$2,157
Catalog 250 historical Ames objects	Dec. 2021	\$3,750
Partner with 5 community organizations for programs or special projects	Dec. 2021	\$2,500
Display 6 virtual or in-person exhibits	June 2022	\$9,210
Post 250 photos or stories on social media or website	June 2022	\$1,875
Present 30 programs	June 2022	\$1,500

Answer 100 research requests	June 2022	\$1,000
Host 2 programs related to the 19 th Amendment	June 2022	\$2,100
Catalog 250 historical Ames objects	June 2022	\$3,750
Partner with 5 community organizations for programs or special projects	June 2022	\$2,500
Reach all five public elementary schools with 3 rd grade programming	June 2022	\$3,000

Ames Main Street Farmers Market (Ames Chamber of Commerce)	\$7,000	
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Plan and host a weekly Downtown Farmers Market	Oct. 2021	\$7,000

ALTERNATIVES:

1. Approve outside funding contracts with the organizations listed above for FY 2021/22.
2. Modify the authorized amount or scope of services for one or more organizations
3. Do not approve these funding contracts.

CITY MANAGER’S RECOMMENDED ACTION:

Funding for these activities was included in the City’s adopted FY 2021/22 Budget. These scopes of services have been developed in cooperation with the organizations to ensure that the City’s funding is used for the benefit of the public.

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

COUNCIL ACTION FORM

SUBJECT: FY 2021/22 COTA ANNUAL GRANT ALLOCATION INCREASE

BACKGROUND:

On December 4, 2020, the City Council reviewed the Budget Guidelines for the FY 2021/22 budget process. At that time, the Council provided the Commission on the Arts (COTA) with authority to allocate \$193,093 to agencies and to the reserve for Special Project Grants.

COTA's recommendations were presented at the Budget Wrap-up Process on February 9, 2021. The recommendations included \$187,535 in grant allocations to agencies and a Special Project Grant reserve of \$5,558. **During that meeting, the City Council voted to increase COTA funding by \$30,640 as a one-time increase for a total COTA budget for the fiscal year of \$223,733, subject to receiving a memo from COTA expressing acceptance of the increase or outlining any concerns that they would like Council to process.**

COTA discussed the City Council's motion to increase the funding at its April 5 and May 3 meetings. **One of the issues expressed by COTA members was that the proposals had originally been judged on their merits, and the allocations proposed by COTA in February reflected more funding to the stronger proposals. Raising all awards up to the agencies' requested amounts nullifies that evaluation process.**

As an alternative to increasing each award to the requested amount, COTA has recommended increasing each award by 15.9%, but not to exceed the amount originally requested by each agency. This 15.9% figure is the amount of increase the City Council provided in February over the original budget authority provided in December 2020 (\$30,640 over the original \$193,093).

This proposal is intended to have several effects:

1. **It increases the funding for each agency.** No agency received its full request in the original evaluation of proposals. This proposal provides a supplemental amount for every agency. The increases range from \$125 to \$3,802.
2. **It allows for COTA's evaluation of the merits of each proposal to still have an effect.** Proposals that received a low original recommendation on their merits will receive the 15.9% increase, but never more than their full request. Proposals that received an original recommendation close to, but short of, their requested

amounts will be increased to their request. This increase could be less than 15.9%.

3. **It allows for additional funds to be put into a larger reserve for special projects.** The Special Project Grant Reserve is normally in the range of \$4,000-\$6,500 each year, which supports unanticipated project opportunities that take place in the fall and spring. This proposal would allocate \$16,341 to the Special Project Grant Reserve. Awards for these grants are normally limited to \$1,000 per grant. Therefore, this additional funding creates the opportunity to award more grants, grants of a larger dollar amount, or to create a supplemental round of grant funding. The deadline for fall 2021 special project grants has already passed and one request of \$1,000 was received. If this request is fully awarded, there would remain \$15,341 for COTA to allocate for spring projects of some kind.

The modified proposed budget amounts for each agency are provided on the attached page. If approved by the City Council, contracts would be prepared and sent to each agency. It would be indicated in each contract that the awarded funding consists of a COTA-recommended amount and a “One-Time COVID Supplement” amount. **In future budget analyses for the City Council and COTA, City staff will use the original COTA-recommended amounts to indicate the historical funding amounts received by each agency.**

ALTERNATIVES:

1. Approve COTA’s revised recommendations for FY 2021/22 Annual Grant awards and the Special Project Grant Reserve as outlined in the attachment, and direct staff to prepare contract documents.
2. Direct staff to prepare contracts with COTA agencies reflecting awards equal to the amounts requested by each agency.
3. Provide direction regarding other amounts to include in COTA contracts for FY 2021/22.

CITY MANAGER’S RECOMMENDED ACTION:

COTA has reviewed the original amounts recommended for each agency and has recommended that the increased funding allocation be used to provide each agency an increase of 15.9%, but not to exceed the amount requested by each agency, with the remainder being set aside for an enhanced Special Project Grant Reserve.

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

Organization	2020/21 Adopted	2021/22 Requested	2021/22 Original COTA Rec.	2021/22 One-Time COVID Supplement (15.9% up to Req. Amt.)	Revised 2021/22 Contract Total
ACTORS	\$ 16,330	\$ 20,000	\$ 16,890	\$ 2,686	\$ 19,576
AIOFA	9,900	10,000	9,260	740	10,000
Ames Chamber Artists	4,742	5,500	4,858	642	5,500
Ames Children's Choirs	12,800	14,000	12,948	1,052	14,000
Ames Choral Society	3,704	4,000	3,610	390	4,000
Ames Community Arts Council	11,288	12,000	11,004	996	12,000
Ames Chapter of DMMOG	1,105	-	-	-	-
Central Iowa Touring Ensemble	4,025	-	-	-	-
Central Iowa Symphony	10,910	15,000	12,170	1,935	14,105
CoMotion Dance	3,239	-	-	-	-
Dancercenter Dance Company Foundation	2,568	5,000	4,050	644	4,694
Friends of Ames Strings	-	5,000	4,010	638	4,648
Good Company	1,750	1,950	1,825	125	1,950
India Cultural Association	8,951	15,000	10,175	1,618	11,793
KHOI	5,130	7,000	5,704	907	6,611
Kids CoMotion	2,900	3,000	2,716	284	3,000
Octagon Center for the Arts	47,583	49,500	47,114	2,386	49,500
Story Theater Company	13,530	32,925	23,913	3,802	27,715
Town & Gown	18,039	18,300	17,288	1,012	18,300
Annual Grants Total	\$ 178,494	\$ 218,175	\$ 187,535	\$ 19,857	\$ 207,392
Reserve for Spring/Fall Special Grants	\$ 5,404	-	\$ 5,558	-	\$ 16,341
Total COTA Budget	\$ 183,898	\$ 218,175	\$ 193,093	-	\$ 223,733

Note: Amounts highlighted in blue are capped because the requested amount is lower than 15.9% over the awarded amount.

ITEM#: 15
DATE: 05-11-21

COUNCIL ACTION FORM

SUBJECT: 2020/21 CHERRY AVENUE EXTENSION – PROFESSIONAL SERVICES AGREEMENT

BACKGROUND:

The Long-Range Transportation Plan identifies the extension of Cherry Avenue south of East Lincoln Way as an important transportation connection for the community. By extending Cherry Ave south and connecting to both SE 3rd St and SE 5th St, traffic congestion will be further relieved from the South Duff corridor and will also open additional opportunities for future transit connections to the South Duff Ave commercial district. This project also includes replacing the existing 4-inch water main along Cherry Avenue with a larger water main. This will allow for a water main loop in this part of the community, which will improve reliability and fire protection.

On February 8, 2021, staff initiated a Request for Proposals process for the 2020/21 Cherry Avenue Extension Design Project in accordance with the City’s Purchasing Policies.

Proposals for this work were originally received from eight engineering firms on February 26, 2021. The proposals were evaluated on their qualifications according to the following criteria: Project Understanding, Project Approach, Design Team & Previous Experience, Key Personnel, Responsiveness, Ability to Perform Work & Letting Schedule, and References. Listed below is the ranking information based on this evaluation:

Firm	Qualifications Based Points	Qualifications Based Rank	Fee	Total Points	Final Rank
SHIVE HATTERY	327	1	\$ 230,500	328	3
WHKS	326	2	\$ 209,000	333	1
HR GREEN	325	3	\$ 209,995	332	2
STANLEY	300	4	\$ 185,000	318	5
V&k	300	4	\$ 177,300	319	4
CGA	300	4	\$ 195,000	314	6
SNYDER	298	7	\$ 207,004	306	7
SEH	275	8	\$ 216,000	279	8

After weighing the qualifications and estimated fees from these eight firms, staff has negotiated a contract with WHKS & Co. of Ames, Iowa. WHKS ranks second based on qualifications and ranks first based on overall total points, which includes the proposed fee. WHKS will utilize its existing 2D model of the South Duff Avenue area to evaluate flood impacts of the proposed Cherry Ave roadway. The

existing 2D model is a very critical tool for this project to investigate how the roadway and potential development could impact areas along South Duff Avenue during flood events. Staff is confident that quality services will be delivered at the best value by WHKS.

The Cherry Avenue Extension has been included in the Capital Improvements Plan (CIP) with funding identified from 2019/20 through 2020/21. The City of Ames has been awarded a grant in the amount of \$1,890,000 through the Surface Transportation Block Grant Program (Federal-aid Swap) to help fund the Cherry Avenue Extension.

The summary of the revenues for this project are shown below. Cost estimates will be generated once WHKS begins preliminary design.

Funding Source	Available
G.O. Bonds	\$ 810,000
Water Utility Funds	\$ 550,000
Federal/State Grants	\$1,890,000
Total	\$3,250,000

ALTERNATIVES:

1. Approve the professional service agreement for the 2020/21 Cherry Avenue Extension Design Projects with WHKS & Co. of Ames, Iowa, in an amount not to exceed \$209,000.
2. Direct staff to negotiate an engineering agreement with another consulting firm.

CITY MANAGER'S RECOMMENDED ACTION:

Based on staff's evaluation using the above criteria, WHKS & Co. will provide the best value to the City for professional services for the 2020/21 Cherry Avenue Extension project.

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



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Ames** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **2021/22 Cherry Avenue Extension**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions. WHKS agrees to comply with the attached insurance requirements included in Exhibit B.

Scope of Services

WHKS shall perform the following described services for the Client:

Design phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$209,000 including Expenses. External expenses include an administrative charge of 10 percent.

Executed this _____ day of _____, 2021

City of Ames

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By: 

Printed Name: Derek J. Thomas, P.E.

Title: Principal



Exhibit A to Professional Services Agreement

A. Project Description

The project consists of the preparation of plans and specifications for a project to construct Cherry Avenue from South 5th Street to Lincoln Way. The main purpose of the project is to construct a road to relieve traffic pressure off Duff Avenue between South 5th Street and Lincoln Way. The secondary purpose of the project is to support possible future development for which the zoning and type of development is currently unknown.

The extension will be a collector street designed as two-lane 31' back-to-back of curbs, a 10' shared use path on one side, and a 4' sidewalk on the opposite side. These pedestrian and shared-use elements will extend from South 5th Street to Lincoln Way.

The project scope includes topographic survey of the corridor and boundary survey of the 'B and D Land LLC' agricultural parcel (county Parcel No. 09-11-227-010) and residential lots on Cherry Avenue. Permanent 80' right-of-way acquisition through the agricultural parcel for the extension of Cherry Avenue, and temporary construction easements for properties along Cherry Avenue are included.

During the preliminary design phase, a traffic study will identify recommendations for signals and lane configurations at the East Lincoln Way and Cherry Avenue intersection. If the traffic study indicates a 3-lane roadway section (designated left turn lane from Cherry Avenue onto East Lincoln Way) is needed, we will evaluate the use of a 37' roadway width with pedestrian facilities adjacent to the back of curb. Pedestrian facilities could be a 4' sidewalk on one side and an 8' facility on the other. This would total 49' of width at the intersection and only require temporary construction easements for most of the properties. To accommodate the returns at this intersection, permanent easements would be required at the southwest and southeast corners. This work is all included within our existing scope and fee.

If decisions are made that would require total acquisition to the properties at these corners, or if a traffic signal is warranted with a 3-lane configuration, the scope and fee for WHKS and property acquisition subconsultants will be negotiated as additional services. This could be the case for a 3-lane roadway section with offsets between the back of curb and pedestrian facilities or wider pedestrian facilities are desired through this area.

Assumptions from the City on development will be used in the traffic study and design. A corridor study to identify lots, driveways, and stubs is not part of the scope.

The project scope includes design of stormwater conveyance to loway Creek and a new 8" watermain. WHKS has evaluated some concepts for green streets designs to minimize runoff and possibly adding a drainage easement to the property for stormwater conveyance. These ideas will be evaluated in more detail during preliminary design and recommendations made to the City. If a green streets design is selected, the scope and fee for green design elements may be negotiated as additional services.

WHKS will utilize our existing 2D model of the South Duff Avenue area from the loway Creek Flood Mitigation Project to evaluate hydraulic impacts on South Duff Avenue and Cherry

Avenue. The proposed roadway and land contours will be added to the model to investigate how the roadway and development will impact areas along South Duff Avenue by comparing the pre and post project flood elevations at various locations along South Duff Avenue. WHKS will provide recommendations to the City for level of service on Cherry Avenue, land use and parameters that would be placed on developers to meet the City's desired outcome. WHKS will provide a No-Rise Certification for the Cherry Avenue extension.

The project uses SWAP funding and will follow the Iowa DOT SWAP schedule.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend up to seven (7) meetings for the project – kickoff, traffic study discussion, design review, two public input sessions, bid letting, and preconstruction meetings.

2. Topographic and Boundary Surveys

- Perform site topographical surveys to support new facilities and boundary surveys of the Cherry Avenue corridor for easement acquisition.
- Develop project control and base map for the project.
- Locate the existing underground utilities as located by the Iowa One Call locate system.
- Collect, obtain and review relevant information from the Client.
- Provide plats of survey and easement exhibits for easement acquisition on up to 12 parcels.

3. Environmental and Geotechnical Evaluations

- Threatened & Endangered Species, Cultural & Historical, Phase 1 ESA, and Wetland Delineation will be performed by a subcontractor to WHKS under this contract.
- Soil borings and geotechnical engineering services to evaluate soils for subbase and pavement sections and suitability for green stormwater infiltration will be performed by a subcontractor to WHKS under this contract.

4. Preliminary and Final Engineering

- Provide Traffic Study to evaluate impacts of proposed Cherry Avenue extension on Lincoln Way traffic.
- Provide hydraulic analysis to compare pre- and post-development impacts on the South Duff Avenue and Cherry Avenue corridor.
- Prepare preliminary and final plans and specifications will show the character and scope of work to be performed by contractors on the Project. Plans will follow SUDAS and City of Ames standards.

- Prepare forms of notice for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP).
- Prepare and submit applicable construction permit application package to NPDES, Iowa Department of Natural Resources, and Iowa Department of Transportation.

5. Easement Acquisition

- Land acquisition services will be performed by a subcontractor to WHKS under this contract. This scope includes permanent right-of-way acquisition from the agricultural parcel, and temporary or permanent easements over the remainder along Cherry Ave, a total of twelve (12) parcels.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Permits other than those identified above
2. Sanitary sewer design.
3. Funding assistance, including grant and/or loan applications
4. Other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
5. Attendance at additional meetings (other than those listed above)
6. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to make resolution of any dispute with WHKS

or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be

applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope of Services. Correction of defects

detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or ~~from any reuse of the electronic files without the prior written consent of WHKS.~~ FKD 7/7/17

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing and submitting forms as to the results of

certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes. FKD 7/7/17

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, other than dispute resolution between Client and WHKS, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent in connection with such

procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns. WHKS agrees to extend any and all liability limitations and indemnifications provided by WHKS to Client and Client's officers, employees and their assigns. FKD 7/7/17

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS'

reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reasons shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the

jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services, WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultants(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Revised: 07/07/17, BA, COA, Sec 9,16,19

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

Revised: 08/16/16, BA, COA, Sec 14

EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT

CITY OF AMES, IOWA, INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES PROVIDERS

The Consultant/Engineer/Contractor/Vendor agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Iowa, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer, Contractor, or Vendor shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days' prior written notice shall have been given to the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. Subcontractors/subconsultants shall furnish the City with certificates of insurance and all coverages shall be subject to all the requirements stated herein.

Kinds and amounts of insurance required are as follows:

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office form number CG 00 01 covering Commercial General Liability.
- B. Insurance Services Office form number CA 00 01 covering Automobile Liability, comprehensive form.
- C. Worker's Compensation insurance as required by the Laws of the State of Iowa and Employers Liability insurance.
- D. Professional Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits as required by the laws of the State of Iowa.

D. Professional Liability: Not less than \$1,000,000 each claim and annual aggregate.

The Consultant shall add the City of Ames, its officials, employees and agents as additional insured under the commercial general liability policies. The company(ies) providing coverage must be at least A - Class VII rated by A. M. Best Company. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers. This coverage shall be primary and non-contributory.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

To the fullest extent provided by the laws of Iowa, the insurer shall agree to waive all rights of subrogation against the City of Ames, its officials, employees, and volunteers for losses arising from services performed by the Provider for the City.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

Consultant shall furnish the City with certificates of insurance effecting coverage required by this clause.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before services commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Consultant shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all the requirements stated herein.

III. INDEMNIFICATION

To the fullest extent permitted by law the Consultant shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Sub-consultant, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

In no case will the Consultant's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

Questions concerning these requirements should be directed to:

Bill Walton, City of Ames Risk Manager
515 Clark Avenue, Ames, Iowa 50010
E-mail: bwalton@city.ames.ia.us
Phone: 515-239-5102

COUNCIL ACTION FORM

SUBJECT: WATER POLLUTION CONTROL FACILITY SITE UTILITY MAPPING

BACKGROUND:

Constructed in 1989, the Water Pollution Control Facility (WPCF) has changed the location of many water, gas, and electrical lines and installed new underground utilities such as security cameras and fiber optic cables. With the significant nutrient reduction modifications to the plant approaching, this project will provide an updated Master Utility Plan for planning and construction efforts.

The WPCF campus spans approximately 29.5 acres with numerous structures distributed throughout. This project will include identification and mapping of yard piping, sanitary sewers, storm sewers, water lines, gas lines, underground electric, security camera coax cables, and fiber optic cables. This project will consist of locating all utilities by means of traditional locating equipment in combination with ground penetrating radar technology. The locations of all utilities will be collected with GPS surveying equipment and drafted in CAD software.

On March 1, 2021, a request for proposals (RFP) was issued for engineering services to develop an updated Master Utility Plan. On April 1, 2021, staff received proposals. **Only one proposal was received. WHKS from Ames, Iowa, had a proposal fee of \$53,456.**

After a thorough review of their qualifications and project understanding, staff has determined that their proposal meets all our requirements. In addition to the mapping, WHKS will provide a 3D model using specialized software called REVIT. This model will accomplish the first part of future design tasks. The ground penetrating radar (GPR) services will only be billed as needed for the project. A total of 8 days has been included in the proposal cost for the GPR work. It is anticipated that this component will not take a total of 8 days, and the final cost could be lower than the proposal cost shown.

The FY 2021/22 CIP budget includes \$31,000 for Site Utility Mapping. A portion of the savings from the East 30 Lift Station Force Main Replacement Project (total of \$65,692 in savings) will be transferred during the FY 21/22 early amendments to cover the increased scope of work.

Project Budget

FY 21/22 CIP	\$ 31,000
<u>Savings from E 30 Force Main Project</u>	<u>25,000</u>
Total Project Budget	\$ 56,000

ALTERNATIVES:

1. Award a contract for Site Utility Mapping to WHKS & Co., of Ames, IA, in an amount not to exceed \$53,456.
2. Do not award a contract to WHKS & Co., and do not complete the project at this time.

CITY MANAGER'S RECOMMENDED ACTION:

In preparation for the future Water Pollution Control facility upgrades, an updated utility plan is the first step before construction or planning can begin. The Master Utility Plan and 3D model of the site will provide the base information necessary for planning and design.

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



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Ames** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Water Pollution Control Site Utility Mapping**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions. WHKS agrees to comply with the attached insurance requirements included in Exhibit B.

Scope of Services

WHKS shall perform the following described services for the Client:

Design phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$53,456 including Expenses. External expenses include an administrative charge of 10 percent.

Executed this _____ day of _____, 2021

City of Ames

WHKS & co.

By: _____
Printed Name: _____
Title: _____


By: 
Printed Name: Derek J. Thomas, P.E.
Title: Principal



Exhibit A to Professional Services Agreement

A. Project Description

The project consists of the locating of site utilities and updating of the site utility basemap at the Ames Water Pollution Control Facility (WPCF). The primary deliverable is an updated AutoCAD Civil3D site utility drawing. WHKS will also provide an AutoCad REVIT model of the site utilities and Schedule of Pipes attribute table as deliverables. WHKS will utilize data received from the Ames WPCF, including AutoCAD Civil3D site drawing and record drawings as a basis for the site utility basemap, and will refine the map based on field activities including interviews of WPCF staff, traditional utility locating, ground penetrating radar, and limited topographic survey to tie in the field locates.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend up to two (2) additional meetings as directed by City staff.

2. Assemble Initial AutoCAD REVIT Model

- Assemble initial AutoCad REVIT model. The initial site drawing in Civil3D received from City of Ames will be converted to REVIT.
- Record drawings provided by City of Ames will be added to the model.
- Pipe attributes will be added to the schedule of pipes.

3. Staff Interviews

- Conduct interviews with WPCF staff to capture institutional knowledge of past projects. One (1) day of interviews is included with the scope.

4. Survey and Utility Locating

- Perform traditional utility locating with transmitter and sonde to locate any utilities with tracer wire, such as underground electrical lines, fiber, and camera coax cables. Up to two (2) days of traditional utility locating is included in this scope.
- Perform ground penetrating radar scans to locate selected raw water lines, process piping, and decant line. The scope of ground penetrating radar activities shall be as directed by City of Ames staff. GPR services will be performed by a subcontractor to WHKS under this contract. Up to eight (8) days of ground penetrating radar scanning are included.
- Perform limited site topographical surveys to tie in field locates from traditional locating and GPR activities, into the CAD model.

5. 2nd Draft AutoCad REVIT Model

- Update second draft REVIT drawing to incorporate the new locates.
- Export draft Civil3D drawing to City of Ames for comment.

6. Final Deliverable – AutoCad REVIT Model, Civil3D, and Schedule of Pipes

- Convert final deliverable REVIT model to Civil3D drawing.
- QC of final deliverables.
- Provide final deliverable REVIT model, Civil3D drawing, and Schedule of Pipes to City.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Topographic survey (other than scope listed above)
2. Interior building pipe locating and mapping
3. Attendance at additional meetings (other than those listed above)

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to make resolution of any dispute with WHKS

or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be

applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope of Services. Correction of defects

detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or ~~from any reuse of the electronic files without the prior written consent of WHKS.~~ FKD 7/7/17

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing and submitting forms as to the results of

certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes. FKD 7/7/17

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, other than dispute resolution between Client and WHKS, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent in connection with such

procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns. WHKS agrees to extend any and all liability limitations and indemnifications provided by WHKS to Client and Client's officers, employees and their assigns. FKD 7/7/17

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS'

reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reasons shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the

jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services, WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultants(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Revised: 07/07/17, BA, COA, Sec 9,16,19

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

Revised: 08/16/16, BA, COA, Sec 14

EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT

CITY OF AMES, IOWA, INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES PROVIDERS

The Consultant/Engineer/Contractor/Vendor agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Iowa, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer, Contractor, or Vendor shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days' prior written notice shall have been given to the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. Subcontractors/subconsultants shall furnish the City with certificates of insurance and all coverages shall be subject to all the requirements stated herein.

Kinds and amounts of insurance required are as follows:

I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office form number CG 00 01 covering Commercial General Liability.
- B. Insurance Services Office form number CA 00 01 covering Automobile Liability, comprehensive form.
- C. Worker's Compensation insurance as required by the Laws of the State of Iowa and Employers Liability insurance.
- D. Professional Liability insurance.

II. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits as required by the laws of the State of Iowa.

D. Professional Liability: Not less than \$1,000,000 each claim and annual aggregate.

The Consultant shall add the City of Ames, its officials, employees and agents as additional insured under the commercial general liability policies. The company(ies) providing coverage must be at least A - Class VII rated by A. M. Best Company. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers. This coverage shall be primary and non-contributory.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

To the fullest extent provided by the laws of Iowa, the insurer shall agree to waive all rights of subrogation against the City of Ames, its officials, employees, and volunteers for losses arising from services performed by the Provider for the City.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

Consultant shall furnish the City with certificates of insurance effecting coverage required by this clause.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before services commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Consultant shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all the requirements stated herein.

III. INDEMNIFICATION

To the fullest extent permitted by law the Consultant shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Sub-consultant, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

In no case will the Consultant's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

Questions concerning these requirements should be directed to:

Bill Walton, City of Ames Risk Manager
515 Clark Avenue, Ames, Iowa 50010
E-mail: bwalton@city.ames.ia.us
Phone: 515-239-5102

COUNCIL ACTION FORM

SUBJECT: AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH AMES COMMUNITY SCHOOL DISTRICT REGARDING USE OF FURMAN AQUATIC CENTER PARKING LOT

BACKGROUND:

The Ames Community School District (ACSD) is building a new high school adjacent the current high school. To accommodate construction, much of the existing parking is no longer available for use. A new parking lot was installed this past summer, but it does not have the capacity to accommodate all the vehicles for students and staff. Additionally, construction staff need a place to park. Athletic events, once spectators are allowed in full, may also create a parking shortage at the high school.

Therefore, the Ames school administration requested to use the Furman Aquatic Center (FAC) parking lot for students and staff through May 31, 2023. To accommodate this request, City Council approved a Memorandum of Understanding (MOU) (Attachment A) at its October 13, 2020 meeting. The ACSD Board approved this MOU at its October 12, 2020 meeting.

ACSD has now requested to place a generator with a light pole along the path from the High School to the Furman Aquatic Center. Since the current MOU focuses on the FAC parking lot, staff determined the MOU should be modified so all parties understand the responsibilities associated with the light. The Amendment reflected on Attachment B adds the following paragraph to the MOU:

6.1 Lighting: ACSD is authorized to place a generator with a light pole (“lighting equipment”) at the “T-intersection” of the path that leads from the Furman Aquatic Center parking lot where the path proceeds East the Ames High School, to illuminate that intersection and the path. ACSD will own the lighting equipment and will be responsible for any maintenance. ACSD may decide at any time to discontinue use of the lighting equipment. The sections below on “Fees,” “Insurance,” and “Liability, Hold Harmless,” and “Indemnification” shall apply to the lighting equipment.



Location of proposed generator and light pole

The ACSD School Board approved this Amendment at its April 19, 2021 meeting, and the Amendment is now presented for City Council approval.

ALTERNATIVES:

1. Approve the attached Amendment to the Memorandum of Understanding with the Ames Community School District for use of the Furman Aquatic Center parking lot, sidewalks, and paths.
2. Do not approve the attached Amendment to the Memorandum of Understanding with the Ames Community School District.
3. Refer this issue back to staff to develop different language for the Amendment.

CITY MANAGER'S RECOMMENDED ACTION:

The City has a long relationship of collaboration with the Ames Community School District and this arrangement is another example. This Amendment will help ACSD provide additional lighting for students walking between the FAC parking lot and the High School.

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

ATTACHMENT A (Current Agreement)

Memorandum of Understanding Between the Ames Community School District And the City of Ames, Iowa

1. **Background:** The Ames Community School District (ACSD) is building a new high school and parking is limited due to the construction. In order to accommodate parking for students, staff, and construction workers, additional parking is needed. In addition to utilizing parking at the District's Administrative Offices, a nearby church, remaining parking at the high school, and on-street, ACSD still needs more parking. The Furman Aquatic Center (FAC) would provide the additional parking needed for students and staff.
2. **Parking:** The City of Ames (City) grants ACSD permission to utilize the designated parking spots only (Attachment 1) in the FAC parking lot for student and staff parking while school is in session (first day of the first semester through the last day of the second semester). Overnight parking is not allowed, violators will be subject to towing. **Exception:** Parking will be limited (Attachment 2) to weekdays only (no weekend or holiday parking) beginning the first day of the first semester through September 15 and May 15 through the last day of the second semester.
3. **Snow Plowing (Parking Lot):** The ACSD is responsible for clearing snow from the FAC parking lot following a snowfall of greater than 2" and the snow clearing must be completed prior to use.
4. **Snow Plowing (Walking Paths and Sidewalks):** The ACSD is responsible for clearing snow from the walking path and sidewalks (Attachment 3) following a snowfall of greater than 2" and must be completed prior to use. ACSD is also responsible for ice control on the identified walking paths and sidewalks.
5. **Parking Lot Condition:** Representatives from ACSD and the City of Ames Parks and Recreation Department will do a walk-through of the parking lot no later than one week prior to the start of school each year. Both parties will identify, record, and agree to the condition of the parking lot, walking paths, and sidewalks. A second walk through will be done no later than one week after the end of school each year to identify, record, and agree to the condition of the parking lot. Any damage to the FAC parking lot, walking paths, and sidewalks that occurs between the two walk throughs will be the responsibility of the ACSD to repair at ASCD's cost. Any repairs must be completed by June 30 of each year.

6. **Trash Control:** ACSD is responsible for keeping the parking lot (including medians, bioswales, etc.), walking paths, and sidewalks clean of trash. This includes a ten (10) foot perimeter around the parking lot and eight (8) feet on both sides of the walking paths and sidewalks.
7. **Fees:** There will be no fee to utilize the spaces identified in this agreement.
8. **Insurance:** ACSD shall have in place the following insurance coverages: Coverage as broad as Insurance Services Office form number CG 00 01 governing Commercial General Liability, and form number CA 00 01 covering automobile liability, comprehensive form. Minimum limits of insurance shall be: General Liability (including contractual liability) written on a per occurrence basis: \$2,000,000 General aggregate; \$1,000,000 single limit per occurrence for bodily injury, personal injury and property damage. \$1,000,000 single limit per occurrence for Prod/Comp. Op. Agg.; \$1,000,000 single limit per occurrence for Personal & Adv. and Automobile Liability, including any auto, hired auto and non-owned autos: \$1,000,000 combined single limit per accident for bodily injury and property damage. The City of Ames, Iowa State University, the Board of Regents – State of Iowa and the State of Iowa shall be listed on insurance policies as additional insureds.
9. **Liability, Hold Harmless, Indemnification:** The City, Iowa State University, the Board of Regents – State of Iowa, and the State of Iowa assume no liability for any damage or loss sustained to vehicles, including but not limited to automobiles, trucks, motorcycles, mopeds, etc., using the parking lot, or damage or loss to property in the vehicles while using the parking lot. The City, Iowa State University, the Board of Regents – State of Iowa, and the State of Iowa assume no liability for damages or loss to persons using the parking lot. ACSD agrees to hold harmless and indemnify the City of Ames, Iowa State University, the Board of Regents – State of Iowa, and the State of Iowa for any claims arising from the ACSD's use of the parking lot.
10. **Duration of the Agreement:** This agreement shall take effect immediately and will stay in force through May 31, 2023. This agreement may be terminated by either party by providing a 30-day notice to the other party.

Approved by resolution of the Ames City Council on ____ day of _____,
2020.

John A. Haila, Mayor

Date

Attest:

Diane Voss, City Clerk

Date

Approved by the Ames Community School District School Board on the _____ day of _____, 2020.

Alisa Frandsen
President of the Board of Directors

Date

Iowa State University, as owner of the property, consents to the Ames Community School District's use of the property in accordance with this MOU.

Pam Cain
Senior Vice President for Operations & Finance
Iowa State University

Date

AMENDMENT TO
the October 2020 MEMORANDUM OF UNDERSTANDING between the Ames
Community School District and the City of Ames, Iowa regarding the Furman
Aquatic Center parking lot

WHEREAS, in October 2020, the City of Ames ("City") and the Ames Community School District ("ACSD") entered into a Memorandum of Understanding regarding the use of the Furman Aquatic Center parking lot by ACSD; and,

WHEREAS, the parties have become aware that it would be helpful to have lighting at an intersection of the paved path that runs between the parking lot and ACSD's high school; and,

WHEREAS, ACSD is interested in a generator with a light pole at an intersection of the paved path;

THEREFORE, the parties agree to amend the October 2020 Memorandum of Understanding by adding this additional paragraph:

6.1 Lighting: ACSD is authorized to place a generator with a light pole ("lighting equipment") at the "T-intersection" of the path that leads from the Furman Aquatic Center parking lot where the path proceeds East to the Ames High School, to illuminate that intersection and the path. ACSD will own the lighting equipment and will be responsible for any maintenance. ACSD may decide at any time to discontinue use of the lighting equipment. The sections below on "Fees," "Insurance," and "Liability, Hold Harmless," and "Indemnification" shall apply to the lighting equipment.

The parties agree to this Amendment to the Memorandum of Understanding by the following signatures:

Approved by resolution of the Ames City Council on ____ day of _____, 2021.

John A. Haila, Mayor

Date

Attest:

Diane Voss, City Clerk

Date

Approved by the Ames Community School District School Board on the 19th day of APRIL, 2021.

SSC

Sabrina Shields-Cook
President of the Board of Directors

4/19/21

Date

ITEM#: 18
DATE: 05-11-21

COUNCIL ACTION FORM

**SUBJECT: PRAIRIE VIEW INDUSTRIAL CENTER UTILITY EXTENSION PROJECT
(EAST INDUSTRIAL AREA UTILITIES)**

BACKGROUND:

The East Industrial Area Utility Extension Project consists of the extension of water and sanitary sewer mains to the recently annexed area east of Interstate 35 (I-35). Water main and a gravity sewer main will be installed between I-35 and Potter Ave (formerly 590th), a force sewer main will be installed from Teller Ave (formerly 580th) to west of Freil Drive, and a sewer lift station will be constructed. Most of this new area to be served by City utilities east of I-35 has been certified by the Iowa Economic Development Authority as the Prairie View Industrial Center.

This project was previously bid in spring 2020. Due to very high bid costs (\$7,098,946.00, exceeding the available budget), on April 28, 2020, City Council rejected bids for construction of these improvements. Staff was directed to contract with Stanley Consultants Inc., to create revised plans and specifications for extending these utilities.

City staff, in partnership with Ames Chamber of Commerce & Economic Development staff, applied for a federal economic development grant toward this project. **The grant has now been successfully announced in the amount of \$1,500,000 from Department of Commerce Economic Development Administration (EDA).** City Council approved the grant award on April 27, 2021.

Stanley Consultants has prepared updated plans and specifications, meeting EDA requirements, with a **Base Bid (EDA grant funding eligible)** to include all sanitary sewer force main, lift station plus gravity sewer and water main to Teller Avenue (580th) and an **"Add Alternate"** to extend water and sanitary sewer to Potter Avenue (590th). The Base Bid has an estimated cost of \$5,247,855 and the Add Alternate has an estimated cost of \$1,242,625, for a total estimated construction of \$6,490,480. **The plan revisions/updates made by Stanley include creating a base bid with add alternate package, adding existing pavement information for contractors' information, adding temporary construction areas, and providing for a longer project completion timeframe (substantial completion by May 13, 2022 and final completion by June 30, 2022).** Engineering and administration to complete the project are estimated in the amount of \$225,000, bringing total projected costs to \$6,715,480.

Funding for this project is available from \$4,300,000 in G.O. Bond revenue included in the Capital Improvements Plan, \$1,500,000 from the EDA grant, and, at least, \$624,000 from unobligated G.O. Bond revenue savings from previously completed projects resulting in total available funding of \$6,424,000, enough to cover the projected costs of the base bid and engineering.

ALTERNATIVES:

1. Approve preliminary plans and specifications for the Prairie View Industrial Center Utility project and establish June 2, 2021, as the date of letting and June 8, 2021, as the date for report of bids.
2. Do not approve this project.

MANAGER'S RECOMMENDED ACTION:

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

COUNCIL ACTION FORM

SUBJECT: 2018/2019 MAIN STREET PAVERS (BURNETT – KELLOGG)

BACKGROUND:

This project replaces the pavers that were installed with the Main Street Reconstruction project in 1999. At that time, the pavers were an aesthetic upgrade to traditional concrete sidewalks. Over time, the pavers have proven to be difficult to maintain and crews spend a considerable amount of time to level or replace pavers. Additionally, ice control chemicals applied by adjacent businesses have led to accelerated deterioration of the pavers. Also, the original pavers are not produced anymore.

This project is second phase of the Main Street Paver Replacement program. Due to the deteriorated condition of the concrete base under the existing pavers that was found in the first phase of the project, staff has prepared plans and specifications that include the replacement of this concrete base layer. This project will remove and replace pavers along both sides of Main Street between Burnett Avenue and Kellogg Avenue as the base bid. Bid alternates will include paver replacement in the two remaining blocks along Main Street between Kellogg Ave and Douglas Ave and from Douglas Ave to Duff Ave. These alternates will allow completion of the paver replacement in the corridor if favorable bids are obtained.

The table below indicates estimated expenses and funding sources.

Funding Source	Available Revenue	Estimated Expenses
2017/18 Main Street Pavers (Clark to Burnett)	\$171,000	
2018/19 Main Street Pavers (Burnett to Kellogg)	171,000	
2019/20 Main Street Pavers (Kellogg to Douglas)	190,000	
Return to Road Use Tax Fund for COVID-19 Shortfall	(165,697)	
2020/21 Main Street Pavers (Douglas to Duff)	88,000	
Public Art Commission Wall Demolition Support	1,500	
2021/22 Main Street Pavers CIP Funding	191,000	
Removal of Wall and Replacement of Pavers at Tom Evans Plaza (est.)		\$ 24,445.00
2017/2018 Main Street Pavers (Clark to Burnett)		175,480.46
2017/2018 Main Street Pavers (Clark to Burnett) Change Order No. 1 Engineering		120,582.00 5,000.00
2018/2019 Main Street Pavers (Burnett to Kellogg) Base Bid Engineering		\$ 226,750.00 5,000.00
2019/2020 Main Street Pavers (Kellogg to Douglas) Alternate 1		270,988.00
2020/2021 Main Street Pavers (Douglas to Duff) Alternate 2		127,550.00
	\$646,803	\$955,795.46

The total estimated cost for the Base Bid which includes the paver replacement between Burnett Avenue and Kellogg Avenue is \$226,750. Engineering and contract administration are estimated to be \$5,000, bringing overall project costs to \$231,750. Alternate #1 includes the paver replacement between Kellogg Avenue and Douglas Avenue at an estimated cost of \$270,988. Alternate #2 includes paver replacement between Douglas Avenue and Duff Avenue at an estimated cost of \$127,550.

Alternates will only be awarded if expenses do not exceed available revenue. Additional funding necessary to complete the paver replacement will be brought to City Council in the proposed FY 2022 - 2027 Capital Improvements Plan.

ALTERNATIVES:

1. Approve the plans and specifications for the 2018/19 Main Street Pavers (Burnett to Kellogg) project and establish June 16, 2021, as the date of letting and June 22, 2021 as the date for report of bids.
2. Do not approve this project.

CITY MANAGER'S RECOMMENDED ACTION:

The pavers along Main Street are failing at an accelerated rate. Removal and replacement are necessary to ensure the sidewalks are safe for pedestrian usage and to enhance the visual aesthetic along the Main Street corridor. The first phase of the project is nearing completion and approving this project will allow progress to continue in the Main Street corridor.

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

As evidenced by past practice, the adjacent property/business owners have applied excessive de-icing chemicals that have accelerated the deterioration of the pavers. Because of the substantial cost to replace these pavers, the City Council might want to consider some type of ordinance regulating the use of such chemicals, especially if the staff's educational efforts to promote voluntary compliance fails in the future.

COUNCIL ACTION FORM

SUBJECT: 2020/21 MULTI-MODAL ROADWAY IMPROVEMENTS (VET MED TRAIL – SOUTH 16TH STREET) – PEDESTRIAN HYBRID BEACON

BACKGROUND:

This program is aimed at improving the roadway to create a safer interaction between various transportation modes using alternatives such as improved crossing visibility at intersections, bike detection, and on-street facilities (e.g., bike lanes, sharrows). Bike lanes consist of a portion of the roadway designated by striping, signing, and pavement markings for the preferential or exclusive use of bicyclists. Sharrows, also known as shared lane markings, are markings used in lanes shared by bicycles and motor vehicles when a travel lane is too narrow to provide a standard width bike lane. Bike detection improvements include retrofitting signalized intersections with radar detection to facilitate the movement of bicycles. These improvements retrofit the street to provide a useful and appropriate route of travel for these popular modes used by Ames residents.

This project will install a new pedestrian hybrid beacon at the Vet Med Trail crossing of S. 16th Street. WHKS of Ames, Iowa, developed plans and specifications with an estimated budget as shown below:

Revenues		Expenses	
Road Use Tax	\$180,000	Administration	\$ 15,000
		Design	\$ 20,400
		Construction (est)	\$ 94,821
		Signal Cabinet (est)	\$ 20,000
		Signal Poles (est)	\$ 16,000
Total	\$180,000	Total	\$166,221

ALTERNATIVES:

1. Approve the plans and specifications for the 2020/21 Multi-Modal Roadway Improvements (Vet Med Trail – South 16th Street) project (Pedestrian Hybrid Beacon) and establish June 2, 2021, as the date of letting with June 8, 2021, as the date for report of bids.
2. Do not approve this project.

CITY MANAGER'S RECOMMENDED ACTION:

By approving these plans and specifications, it will be possible to create a safe multi-modal crossing for users of the Vet Med Trail. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.**



MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: May 11, 2021

Subject: Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 21. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

COUNCIL ACTION FORM

SUBJECT: MOVING CLAY SOIL FROM BAKER SUBDIVISION SITE DEVELOPMENT TO STEAM ELECTRIC PLANT ASH SITE – CHANGE ORDER NO. 2

BACKGROUND:

As a result of sitework performed on behalf of the City at the Baker Subdivision site development located just west of State Avenue at Tripp Street, there were two piles of excess clay soil available to be transferred from that location to the City of Ames Steam Electric Plant's ash site. Clay soil and topsoil are needed for the partial closure and reconstruction work needing to be performed at the ash site in order to comply with federal and state environmental regulations.

The two piles of clay soil, estimated at a total of 11,300 tons, were offered to Electric for free, with the stipulation that Electric arrange for and pay the cost of moving it from the Baker Subdivision site to the Steam Electric Plant's ash site.

PRIOR ACTIONS

On April 2, 2021, the Ames City Council approved a contract with Con-struct, Inc. in the amount of \$71,968.20 for moving the clay soil from the Baker Subdivision to a storage location at the Steam Electric Plant's ash site.

Change Order No. 1, for \$14,393.64, was issued to Con-struct, approved by staff to move additional clay soil from the Baker Subdivision.

THIS ACTION

The estimate for the original purchase order was based upon the two piles of clay soil that were created as a result of the initial sitework excavation. During the hauling of the soil from the original pile of clay north of Tripp Street, the sitework contractor continued working on site development to the north of Tripp Street by establishing near final grades of roads, drainage ditches, and housing lots. **This excavation work resulted in a significant amount of additional clay soil to be removed from the site.** The total clay soil moved so far is 15,441.5 tons; 37% more than the original estimate of 11,300 tons.

As of May 6, the hauling contractor expects a few more truckloads will be hauled, then the storage pile at the ash site will be bulldozed into its final shape, and finally, the sediment barrier will be installed around the perimeter of the pile. This remaining work is estimated to add approximately \$5,000 to the current contract total of \$86,361.64 (original purchase order of \$71,968.20 plus change order No. 1 of \$14,393.64 =

\$86,361.84).

Therefore, this action is to seek City Council approval for Change Order No. 2 in the amount of \$5,350 (\$5,000 plus 7% sales tax) to Con-struct Inc. for the remaining work associated with transporting clay soil from the Baker Subdivision development site to the City's Steam Electric Plant's ash site.

Funding is available from the approved FY 2020/21 capital improvement project budget.

ALTERNATIVES:

1. Approve Change Order No. 2 for moving clay soil from the Baker Subdivision site to the City of Ames' Steam Electric Plant's ash site to Con-struct, Inc., Ames, IA, in the amount of \$5,350 (inclusive of taxes).
2. Do not approve the requested change order.

CITY MANAGER'S RECOMMENDED ACTION:

The Electric Services Department requires a substantial quantity of clay soil to complete a project at the ash pond site; Baker Subdivision has excess clay soil that must be removed to facilitate the development of the site. Transferring the soil to the ash pond project and paying simply for hauling costs is an economical way to address the needs of both projects. A change order is required to complete the hauling work.

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

COUNCIL ACTION FORM

SUBJECT: BOTTLE EXCHANGE PROGRAM (RENTAL), TWO BED DEMINERALIZER, AND RELATED SERVICES FOR POWER PLANT CONTRACT RENEWAL

BACKGROUND:

Electric Services uses demineralized water for operations at the Power Plant and combustion turbine site. Operating demineralizing equipment requires bottled gases and chemicals to purify substantial quantities of water.

This contract consists of providing a bottle exchange service for a two-bed demineralizer, strong acid cation and a strong base anion, and a bottle exchange mix-bed demineralizer. In addition, this contract requires a mobile purification system to batch-fill a 265,000-gallon de-ionized water tank for water injection at the combustion turbine site, as well as a final mixed-bed polisher for that unit. The contractor must provide this service on a 24-hour per day, seven day per week schedule, including holidays.

A contract was originally awarded to MPW Industrial Water Services, Inc. for FY 2018/19 in an amount not to exceed \$45,000. In accordance with Purchasing Policies, the original contract was approved by the City Manager since it was for a value less than \$50,000. This contract has the option for the City to renew in one-year increments for up to four additional years. The period from July 1, 2021 through June 30, 2022, is the third of the four renewal periods subject to Council approval of funding.

For the renewal that occurred for FY 2020/21 (the current year), the contract amount not-to-exceed was increased to \$52,000. This increase was necessary due to increased demands for water purification services in that year. However, increasing the contract amount above the \$50,000 threshold in FY 2020/21 necessitated the need to bring the contract to the City Council for approval. Since the contract has been approved by the City Council in the past, future contract renewals, no matter the amount, must also be approved by City Council.

The contract allows MPW the option to increase its prices by up to 3% per year. However, the company has proposed no price increases for the FY 2021/22 renewal period. The benefits of having a contract for these services in place include the following:

- 1) Consistency of products and quality from a single contractor
- 2) Reduction in the City's exposure to market forces regarding prices and availability
- 3) Rapid contractor response to emergencies
- 4) Saved City staff time obtaining and evaluating proposals, and in preparing

technical requirements and other procurement documentation

The approved FY 2021/22 operating budget for Electric Production includes \$45,000 for these products and services. Staff believes the demand for these services will be lower than in FY 2020/21. Invoices will be based on contract rates for materials and services actually received.

ALTERNATIVES:

1. Approve contract renewal with MPW Industrial Water Services, Inc., Hebron, Ohio, for the Bottle Exchange Program (Rental), Two Bed Demineralizer and Related Services for Power Plant for the one-year period from July 1, 2021 through June 30, 2022 for unit prices bid, in an amount not to exceed \$45,000.
2. Reject the renewal option and instruct staff to seek new competitive bids for Demineralizer and Related Services for Power Plant.

CITY MANAGER'S RECOMMENDED ACTION:

These materials and services are necessary to properly maintain and operate Power Plant equipment. This contract would establish rates for services and materials and provide for guaranteed availability, thereby setting in place known rates for service and controlling the Plant's costs. Funds will be expended only as work is required and in accordance with approved invoices.

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

COUNCIL ACTION FORM

SUBJECT: EMISSIONS TESTING SERVICES FOR POWER PLANT CONTRACT RENEWAL

BACKGROUND:

This contract is for emissions testing services at the Power Plant. All emissions tests covered under this contract are mandated by the Iowa Department of Natural Resources (Iowa DNR) and the U.S. Environmental Protection Agency (EPA). The tests are performed annually, and results are submitted to the Iowa DNR and EPA for regulatory compliance. The basic scope of work for each test calls for the testing service to prepare test protocols, mobilize/demobilize test equipment and a test team, perform the required tests, and deliver test reports in a form acceptable to state and federal regulatory agencies.

On July 9, 2019, City Council awarded a contract to C.E.M. Solutions, Inc., of Hernando, Florida, for the Emissions Testing Services for the Power Plant. This contract included the option for the City to renew in one-year increments for up to four additional years. **The period from July 1, 2021 through June 30, 2022, is the second of the four-renewal periods subject to Council approval of funding for the emissions testing services.**

The proposal from C.E.M. Solutions, Inc. included rates for equipment and labor that will be held firm through June 30, 2022. There is no change in pricing for this renewal period. The four tests required for this contract period will cost \$28,275. In addition, further testing services can be performed, if required, after the contractor is on-site.

The benefits of having a contract for these services in place include the following:

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.
- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.
- 4) Save City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.

The approved FY 2021/22 Power Plant operating budget includes \$32,000 for services to be performed under this contract. Invoices will be based on contract rates for time and materials for services actually received. **Since the contract has been approved by the City Council in the past, future contract renewals, no matter the amount, must also be approved by City Council.**

ALTERNATIVES:

1. Approve contract renewal with C.E.M. Solutions, Inc., Hernando, Florida, in an amount not to exceed \$32,000, for the Emissions Testing Services Contact for Power Plant for the one-year period from July 1, 2021 through June 30, 2022.
2. Reject the renewal option and instruct staff to seek new competitive bids.

CITY MANAGER'S RECOMMENDED ACTION:

State and federal regulations require this testing to be performed on the Power Plant's operating boilers and GT2 gas turbine. C.E.M. Solutions, Inc. of Hernando, Florida has provided a great combination of technical expertise, experience, and on-site services to perform these services.

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

COUNCIL ACTION FORM

SUBJECT: WATER POLLUTION CONTROL FACILITY (WPCF) DIGESTER COVER REPAIRS

BACKGROUND:

The Water Pollution Control Facility (WPCF) utilizes two primary digesters and one secondary digester to treat and store biosolids prior to disposal by land application.

On August 30, 2019, an incident occurred that resulted in damage to the cover of Primary Digester Number Two (PD#2). With the Secondary Digester out of service for improvements, staff was utilizing PD#2 as a Primary Digester and PD#1 as a Secondary Digester. The overflow line used to transfer sludge between the two digesters plugged, causing pressure to build up in PD#2. The pressure in PD#2 caused the cover to rise, breaking welds and bending steel plates that hold the cover in place.

On October 2-4, 2019, an inspection was performed by Walker Process Equipment, the digester cover manufacturer. Walker Process Equipment provided a detailed report of the damage to the digester cover and recommendations for repairs.

During the time this incident occurred, the Digester Improvements Phase II Project was taking place. City staff worked with the prime contractor on-site (Shank Constructors), the project consulting engineer (Strand Engineering), and Walker Process Equipment to develop a solution to restore the digester cover to its original condition. Shank Constructors provided a Time and Materials Not to Exceed cost of \$244,138 for the work.

On January 9, 2020, a representative with Chubb Insurance visited the WPCF to evaluate the incident. Following the site visit, Chubb Insurance confirmed coverage for \$224,057 of the \$244,138 cost proposal provided by Shank Constructors, subject to a \$100,000 deductible. Chubb Insurance will not cover \$20,081 associated with the digester level indicator replacement. These level indicators are critical to plant operation and replacement was essential.

On April 28, 2020, City Council awarded a contract to Shank Constructors, Inc. of Minneapolis, Minnesota, for an amount not to exceed \$244,138. All work, in accordance with the contract, has been completed, and the work is ready for final acceptance. A copy of the Engineer's Statement of Completion is attached.

The total amount billed for the work completed was \$203,411. The City has paid for all the completed work, less retainage, and will be reimbursed by Chubb Insurance. **The insurance reimbursement will be for the final billed amount less the \$100,000 deductible and the \$20,081 associated with the digester level indicator replacement**

for a total reimbursement of \$83,330. The insurance reimbursement is credited as a revenue to the Sewer Fund.

The WPCF Digester Improvements Phase II Project expense summary shown below reflects the cost of the repairs.

Engineering fees	515,700
Original Contract	2,165,200
Change Order #1	23,063
Change Order #2	49,933
Change Order #3	42,318
<u>Digester Cover Repairs (This CAF)</u>	<u>203,411</u>
Total Project Cost	2,999,625

These repairs were paid out of the Digester Improvements CIP account. The current year (FY 20/21) budget includes \$643,108 in this account. After subtracting all year-to-date expenses and paying the retainage to Shank for the digester cover repairs, there will be \$365,741 remaining in the project account that is unspent. Those remaining funds are earmarked for the WPC Sludge Pumping Building Improvements Project.

ALTERNATIVES:

1. Approve completion of the Water Pollution Control Facility Digester Cover Repairs and authorize final payment, in accordance with the contract, to Shank Constructors, Inc. of Minneapolis, Minnesota.
2. Do not accept completion of the Water Pollution Control Facility Digester Cover Repairs at this time.

CITY MANAGER'S RECOMMENDED ACTION:

A contract to repair the Water Pollution Control Facility Digester Cover was awarded by Council on April 28, 2020. All work for the project has been completed in accordance with the terms of the contract. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

COUNCIL ACTION FORM

SUBJECT: FY 2007/08 SHARED USE PATH SYSTEM EXPANSION
 (BLOOMINGTON TO ADA HAYDEN)

BACKGROUND:

This program provides for construction of shared use paths on street rights-of-way, adjacent to streets, and through greenbelts. Shared Use Paths separate bicycle traffic from higher-speed automobile traffic. **The location for this project was between Bloomington Road and Ada Hayden Park.**

On June 26, 2018, City Council awarded a contract for construction of the project to Elder Corporation of Pleasant Hill, Iowa in the amount of \$385,000. Four change orders have been administratively approved by staff, totaling an increase of \$19,669.25 to reflect final measured quantities, **bringing the final construction cost to \$404,669.25.**

Revenues and expenses for this project are shown below:

Activity	Expenses	Revenue
Construction Administration	\$81,892.75	
Engineering Design Services	\$61,366.00	
Construction (incl. Change Orders)	\$404,669.25	
Local Option Sales Tax Fund		\$177,928
IDOT Grant (80% of Construction, up to 320,000)		\$320,000
Local Option Sales Tax from FY 2019/20 Shared Use Path – Vet Med Trail Project Savings		\$50,000
TOTAL	\$547,928	\$547,928

ALTERNATIVES:

1. Accept the 2007/08 Shared Use Path System Expansion (Bloomington to Ada Hayden) project as completed by Elder Corporation of Pleasant Hill, Iowa in the amount of \$404,669.25.
2. Direct staff to pursue modifications to the project prior to closing out the project.

CITY MANAGER’S RECOMMENDED ACTION:

The project has now been completed in accordance with the approved plans and specifications. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.



Smart Choice

Public Works Department

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

May 6, 2021

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

RE: Domani Subdivision 1st Addition Financial Security Reduction #1

Mayor and Council Members:

I hereby certify that the sanitary sewer system required as a condition for approval of the final plat of **Domani Subdivision 1st Addition** have been completed in an acceptable manner by **Ames Trenching of Ames, Iowa**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa, and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$807,349.50**. The remaining work covered by this financial security includes earthwork, water system, storm sewer, paving, pedestrian ramps, sidewalks, COSESCO, streetlights and street trees.

Sincerely,

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

John C. Joiner, P.E.
Director

JJ/tp

cc: Finance, Planning & Housing, Subdivision file

Domani Subdivision 1st Addition

May 6, 2021

Page 2

Item	Quantity	Unit
Sanitary Sewer Gravity Main, trenched, PVC, 8-inch	1410	LF
Sanitary Sewer Service Stub, PVC, 4-inch	28	EA
Connection to existing Sanitary Manhole	1	EA



Smart Choice

Public Works Department

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

May 6, 2021

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

RE: Haynes Kenton Subdivision Financial Security Release

Mayor and Council Members:

I hereby certify that the sidewalk required as a condition for approval of the final plat of **Haynes Kenton Subdivision** have been completed in an acceptable manner by **Hetzler & Rhodes of Nevada, Iowa**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa, and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be released in full.

Sincerely,

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

John C. Joiner, P.E.
Director

JJ/tp

cc: Finance, Planning & Housing, Subdivision file

Haynes Kenton Subdivision

May 6, 2021

Page 2

Item	Quantity	Unit
Sidewalk	270	LF



MEMO

To: Mayor and City Council
From: Deb Schildroth, Assistant City Manager
Date: May 11, 2021
Subject: Campus and Community Commission Report – Landlord/Tenant Relations

In March 2019, the City Council directed the Campus and Community Commission (CCC) to work on investigating landlord/tenant relations. This particular issue is an element of CCC's work on community inclusivity. Students had initially raised concerns about the lease gap and additional topics such as being a good tenant, how to address issues with landlords, and how to effectively resolve disputes. Based on this, Council directed CCC with the following tasks:

- What information do students wish they knew about tenant responsibilities before renting?
- Where do rent informational resources exist?
- Hosting a joint discussion among renters and landlords to discuss these concerns.
- Reporting to the City Council regarding assessment and outcome of the discussion.

CCC followed through with these tasks and presented a report to Council on May 26, 2020. The recommended actions resulting from these tasks were the implementation of a mediation process and exploring ways to provide information and awareness of the rental process including the understanding of terms and conditions of lease agreements.

Council then directed CCC to recommend ways to revamp and promote the Rent Smart Ames website as well as utilize other forms of informational materials with the input of tenants and landlords. Council also directed CCC to inquire with the City Attorney about the potential for what might be pursued to expand the Story County mediation of forcible entry and detainer to include things that are of interest to ISU and the students.

In response to this directive, CCC has prepared the attached report and will be available at the May 11th Council meeting for discussion. Council is being asked to consider the next steps:

- Landlord/Tenant Relations 2021 report - after reviewing and discussing the report, Council must decide whether to accept it and implement the recommendations or if this issue requires further study by CCC. If Council feels further study is necessary, it should identify what questions CCC should work on to answer.
- Provide direction to CCC to work on the next issue – if Council believes no further work is needed by CCC regarding Landlord/Tenant Relations, then the next issue needs to be identified. The following list was presented at the September 12, 2017 City Council meeting and is the most current list on file:
 - Parking in Campustown
 - Public gathering space in Campustown (*previously addressed*)
 - Inclusive community principles:
 - Education of tenants/landlords (*in progress*)
 - Rent Smart Ames utilization (*in progress*)
 - Welcoming/inclusiveness of Campustown/Downtown
 - Retention of recent graduates
 - Connect-ability between areas of Ames

CCC members will be present at the May 11th Council meeting and may have additional comments they wish to share regarding the next steps with implementation and/or give input on new topic areas to address. Council may choose to direct CCC to begin addressing one of the remaining issues listed above or identify an alternative issue. In either case, it is important for Council to provide clear direction about what should be included in response to the Council's request (e.g., what questions to answer, whether there are specific groups Council believes must be consulted, timeframe expectations, etc.) so that CCC

Campus and Community Commission
Report to Ames City Council: Landlord Tenant Relations
April 21, 2021

Direction from City Council:

In March of 2019, City Council directed the Campus and Community Commission to evaluate the state of landlord/tenant relations in the City of Ames. Specific requests in the charge included:

- Information on what students need to know about the rental process and tenant responsibilities
- Locations of where relevant informational resources about the rental process exist
- Discussion between student renters and landlords facilitated by the Commission
- Reporting to the City Council regarding assessment and outcome of the discussion

Following initial discussions with leaders from university representatives such as Student Legal Services, the Dean of Students Office, and Student Government, as well as input from Ames PD and City Inspection, the commission recommended reviving the mediation service for tenant/landlord disputes, and investigating the need for more publicly available information about the rental process, including understanding the terms and conditions of leases.

During a May 2020 City Council meeting, Council recommended the Commission to find ways to revamp and promote the Rent Smart Ames website, and also a report on potential expansion of mediation services that could be made available in rental disputes.

Steps Taken:

Rent Smart Ames Website:

A survey about the effectiveness and interest in the Rent Smart Ames website was sent to a random sample of 35 landlords, and 288 students. The following is a summary of the results.

Landlord Survey Results:

Regarding use of the website, all thirteen (13) respondents said that they do not use the Rent Smart Ames website to advertise vacancies. Vacancies are advertised on their personal website, using yard signs, and via social media. Respondents said they did not use the apartment locator on the Rent Smart Website and instead use website with a higher search engine optimization such as Zillow or apartments.com.

Respondents indicated that educational material contained on the website was the most helpful; including but not limited to tenant rights and responsibilities, roommate agreements, and budgeting. Seventy-five (75) percent of respondents said this information was easy to find with twenty-five (25) percent saying it was not. Explanation for those stating the material was not easy to find included a variety of input on how/why the website would benefit from being consolidated.

Respondents were also asked what information they would like to see added or taken off. Multiple respondents indicated that they would see benefit in there being a contact for tenants to call or email with questions and concerns. Others gave input that they would like to see the language on the site better reflect that of the tenant code and highlight information regarding emotional support animals.

Through discussion of the results of the survey, the Commission agreed that being mindful of producing purely educational content and not crossing over into the realm of legal advice is important as revisions to the website are being made.

Student Survey Results:

Of the students surveyed, 92.4% reported not being aware of the Rent Smart Ames website prior. When asked how they found their current living situation, responses overwhelmingly pointed to resources such as social media (21%), friend referrals (44%), and direct browsing on apartment/property management websites (44%).

In an open ended question requesting suggestions for how to make the site more valuable to student visitors, the following themes emerged in the responses:

Tenant Education, Examples of Lease/Rental Agreements, Information on how to get out of a lease, Better Pricing information, Apartment Reviews from Previous Tenants*

*Popularity of requested apartment searches and reviews will be addressed in the section below.

Mediation:

During a meeting with landlords at Ames Pizza Ranch attendees described a previous program provided through the Center for Creative Justice (CCJ) where mediation was provided for landlord and tenant disputes. It was described as very successful and allowed resolution of disputes in an informal manner.

Subsequent to this discussion, Michael Levine, an attorney with Iowa State University Student Legal Services (SLS) attended a Campus and Community Commission meeting. It was shared by Michael Levine, without prompting, that the informal dispute resolution process offered previously through CCJ as a more successful means to resolve student-landlord disputes as

compared to litigation. Paul Johnson, the second attorney in SLS was contacted for his recommendation by Commission member Pete Englin. Both Michael and Paul have over twenty years of experience providing free legal advice/service to Iowa State University. The time and cost associated with litigation requires students to make difficult decisions on sometimes legitimate complaints. They both fully endorse community provided mediation as a highly effective process and service.

Actions Recommended:

Rent Smart Ames Website:

The commission recommends consolidating the Rent Smart Ames website into a simple presentation of information that focuses solely on rental information and best practices for signing leases and ending rental agreements. The commission recommends that city staff assume responsibility of maintenance of the Rent Smart Ames website to ensure up-to-date information.

Due to lack of interest from landlords to list properties on the Rent Ames service, and due to student behavioral reporting that they look for properties elsewhere, the commission is recommending discontinuing the property search function on the website. Additionally, because other resources, such as the *Iowa State Daily*, are now actively promoting a property search service on their website, the commission is suggesting the Rent Smart Ames site make rental education its single priority.

Additionally, because student usage data was low, but post-survey interest high, we recommend working with university channels to make the Rent Smart Ames website available through resources provided by university offices such as Student Legal Services, and link to Rent Ames from any applicable campus website.

The commission recommends Jayce Johnson work with university groups to add this website to any student-facing resources to promote the Rent Ames website.

Mediation Recommendation:

It is the recommendation of the Campus and Community Commission that an informal complaint structure be explored and if feasible, instituted as a first step community referral location for tenant and landlord disputes.

ITEM # 30a

DATE: 05-11-21

COUNCIL ACTION FORM

SUBJECT: REQUEST TO WAIVE ENFORCEMENT OF PROHIBITION OF ALCOHOL CONSUMPTION IN BANDSHELL PARK FOR AMES ON THE HALF SHELL

BACKGROUND:

In 2003, the Ames Jaycees hosted the first-ever Ames on the Half Shell at Bandshell Park. This event was established to raise money for the Durham Bandshell restoration while introducing an evening summer concert series in Ames. The event includes a live band with concession sales (food, beer, wine coolers, and soft drinks). The event did not take place in 2020 due to the COVID-19 pandemic. In the past, the event has been held on Friday evenings in June. **This year the Jaycees have decided to hold the event in July to allow more time for COVID-19 vaccinations. Thus, Ames on the Half Shell will be held on four Friday evenings July 9 – 30.** The band will play between the hours of 5:00 PM and 8:30 PM. **Again this year, the Ames Jaycees are requesting their group be allowed to sell alcohol (beer and wine coolers) at Bandshell Park during this event.**

The request asks for alcohol to be served between the hours of 5:00 PM and 8:00 PM and consumed at ground level within the fenced in area no later than 9:00 PM or the removal of the temporary fencing, whichever comes first. The Jaycees are required to obtain a State liquor license and dram shop insurance to assure compliance with local and State liquor laws. According to the Jaycees, the sale of alcohol is what allows them to raise money that is given directly back to the community through their projects.

With all the concerns related to COVID-19, the Jaycees will be adhering to protocols recommended by the Centers for Disease Control (CDC) as well as local, state, and federal guidelines. The Jaycees understand it may not be able to host the event at the park if the City of Ames, State of Iowa, 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 March 25, 2021 meeting and recommended that City Council grant this waiver for Ames on the Half Shell on Fridays, July 9 – 30.

ALTERNATIVES:

1. City Council can:
 - a. Waive enforcement of Section 17.17 of Municipal Code from 5:00 PM to 9:00 PM on Fridays, July 9 – 30, to allow consumption of alcohol for the Ames on the Half Shell events at Bandshell Park.

- b. Approve 6-month Class B Beer Permit with Outdoor Service to sell alcohol from 5:00 PM until 8:00 PM at the Ames on the Half Shell events at Bandshell Park, **pending Dram Shop Insurance**.

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 the Ames Jaycee's request and do not allow the consumption of alcohol at the park.
3. Refer back to staff.

CITY MANAGER'S RECOMMENDED ACTION:

The Jaycees have been hosting this event at Bandshell Park for 17 years. Each year, Parks and Recreation Administrative staff attends the event. Staff has consistently been impressed with the level of organization the Jaycees provide and that the event draws people of all ages. The Police Department receives very few phone calls or complaints concerning the event. Having the ability to sell alcohol allows the Jaycees to generate funds for community betterment projects, which includes Parks and Recreation projects.

Considering COVID-19, the Jaycees understand that it may not be able to host the event at the park if the City of Ames, State, or 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.

Ames on the Half Shell

License/Permit Type

NEED HELP ?


License or Permit Type

Class B Beer Permit

Length of License Requested (Choose one of the following):

6 Month

* Tentative Effective Date

Jul 5, 2021 

Privileges / Sub-Permits

NEED HELP ?

License/Permit

Class B Beer Permit Selected

For taverns, bars, restaurants, etc. Allows commercial establishments to sell beer for on-premises consumption. Also allows carry-out sales of beer.

Privileges

Outdoor Service Selected

Allows the selling/serving of alcoholic beverages permitted by the license/permit in a designated, adjacent outdoor area.

* Please provide a description of the area you intend to use for the Outdoor Service Privilege and explain its relationship to the currently-licensed premises. The Outdoor Service area must be contiguous to your current premises.

A portion of the park will be fenced off for paid admission and t

Is this a permanent or temporary outdoor service area?

Temporary

* Start Date

Jul 9, 2021 

* End Date

Jul 30, 2021 

Premises

[NEED HELP ?](#)

Business Information

* Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)

AMES JAYCEES

* Name of Business (D/B/A)

Ames on the Half Shell

Indicate how the business will be operated

Nonprofit corporation organized under chapter 504.

* Federal Employer ID #

42-6075796


* Business Number of Secretary of State

109337

Premises Information

Address of Premises:

Address or location

 Search by a location name or address to automatically populate the address fields below (optional)

Premises Street

Corner of Sixth Street and Duff Avenue

Premises Suite/Apt Number

Premises City

Ames

Premises State

Iowa

Premises Zip/Postal Code

50010

Premises County

Story

*** Local Authority**

City of Ames

Control of Premises

lease

Is the capacity of your establishment over 200?

Yes

Are other liquor, wine or beer businesses accessible from the interior of your premises?

No

Equipped with tables and seats to accommodate a minimum of 25?

No

of Floors:

1

of Bathrooms:

2+

Premises Type

Other

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Contact Information

* Contact Name

Craig Kaufman

* Business Phone

(515) 239-5365

* Email Address

ckaufman@cityofames.org



* Phone


(515) 239-5365

Same as Premises Address

Mailing Address:

Address or location

 515 Clark Avenue, Ames, Iowa, Story 

 Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

515 Clark Avenue

Mailing Suite/Apt Number

Mailing City

Ames

Mailing State

Iowa

Mailing Zip/Postal Code

50010

Mailing County

Story

Business Demographics

NEED HELP ?

Ownership

Please click "Add Owner" to add ownership information for this application. Corporate applicants must list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Non-profit corporations or associations need to list officers. If you think that you have made a mistake on an owner after adding them, you will need to delete the incorrect entry and add them again with the correct information.

Melissa Angstrom



Position : President
SSN : XXX-XX-8382
US Citizen : Yes
Ownership : 0%
DOB : 1982-02-26

Mike Zenor



Position : Director
SSN : XXX-XX-6484
US Citizen : Yes
Ownership : 0%
DOB : 1980-12-19

Katie Haygood



Position : Director
SSN : XXX-XX-2131
US Citizen : Yes
Ownership : 0%
DOB : 1991-05-22

Tanya Indelicato-Clausen



Position : Director
SSN : XXX-XX-0329
US Citizen : Yes
Ownership : 0%
DOB : 1980-10-20

Dramshop Verification

NEED HELP ?

Dram Shop

West Bend Mutual Insurance Company

ITEM: 31
DATE: 05-11-21

COUNCIL ACTION FORM

SUBJECT: WAIVER OF THE REQUIREMENT FOR APPROVAL OF A SUBDIVISION PLAT BY THE CITY OF AMES FOR FURTHER SUBDIVISION OF WESTWOODS, PLAT 3, LOCATED IN BOONE COUNTY, OUTSIDE THE AMES CORPORATE LIMITS, BUT INSIDE THE CITY'S TWO-MILE SUBDIVISION JURSDICTION BOUNDARY

BACKGROUND:

At the April 13, 2021 meeting, City Council referred to staff a request from Leon Wuebker and Kim Olmstead to have the City waive its platting authority within 2 miles of the Ames City Limits in the Urban Fringe. The property in question (Lots 5, 6, 7, 8, and 10 of Westwoods, Plat 3) is located on 229th Place in Boone County, just north of US HWY 30. The five lots are all vacant. The applicant intends to subdivide (replat) one of the existing lots in the near future and the rest at a later date.

The Final Plat for Westwoods, Plat 3 was approved by the Ames City Council on December 10, 2002 as a commercial/industrial subdivision in Boone County within 2 miles of Ames. At that time, the Council also approved a covenant waiving the right to appeal future special assessments if levied in the future by the City. This was a condition of waving City infrastructure requirements for the rural development. Later the applicant approached the City Council about a waiver of further platting requirements on April 25, 2006 for additional divisions. However, no action was taken by the applicant to move forward with that plan.

Chapter 354 of the *Code of Iowa* gives provision for cities to exert jurisdiction over platting within 2 miles of its corporate limits. The same code also allows cities to waive that right. **The applicant requests that the City waive its right to review the subdivision plat, rather than have the city review and approve the plat and waive our infrastructure improvement requirements.**

If the City agrees to waive our authority, the platting requirements of Boone County will still need to be met. Additionally, the 2002 covenant pertaining to future assessment would apply. (Note: the City will have to extend the covenant prior to its expiration in 2023 if it is interested in maintaining the requirements for all lots in the subdivision.)

The City's current practice for rural subdivision of land is slightly different than it was in 2002. The City typically requires three covenants rather than just one covenant as part of a waiver of its authority when reviewing a plat. The City would typically receive the agreement for future special assessment, agreement to annex upon city request, and acknowledgement that any future rural water buyout would be the responsibility of the property owner. In 2002 we only required the special assessment agreement.

ALTERNATIVES:

The applicant is requesting to have the City's platting authority waived for the replat of the specified existing lots.

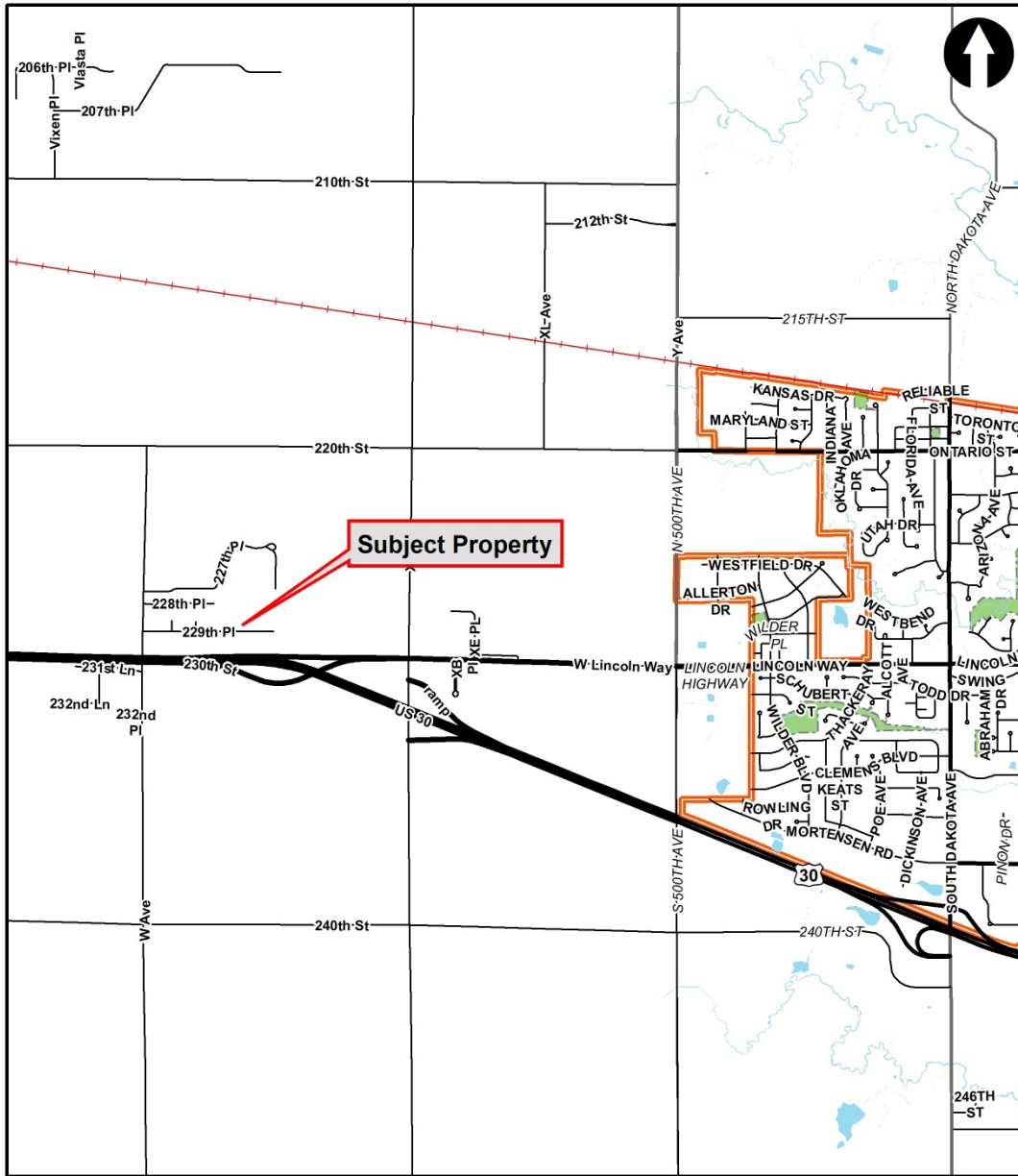
1. The City Council can approve the resolution waiving the requirement for approval of a subdivision plat by the City of Ames for the division of Lots 5, 6, 7, 8, and 10 of Westwood, Plat 3, subject to the current 2002 covenant related to special assessments. No new or additional covenants would be required.
2. The City Council can direct the applicant to provide new covenants addressing special assessments, future annexation, and rural water buyout for the proposed five lots prior to approving a waiver of the City's authority to review a subdivision.
3. The City Council can decline to waive the City's subdivision authority as requested and require the applicant to submit a subdivision application for approval by the City Council with accompanying waivers of City infrastructure requirements.
4. The City Council can refer this request back to staff and/or the applicant for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

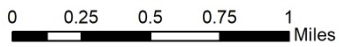
The subject property is over one and a half miles from the Ames City Limits and is not within a Priority Growth Area. The scenario work for Ames Plan 2040 does not identify expansion of the City to include these already developed lands that do not meet City standards for infrastructure. The land has been previously subdivided and no new public improvements are planned to effectuate the proposed division. Replatting the property will provide more development flexibility for the owner and will not necessarily increase the intensity of new development if it is to occur. With the previous approval of the covenant that waived the rights of the owner to not protest future special assessments, the City's long-term interests are not compromised by waiving its authority in this instance.

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

Attachment A – Location Map

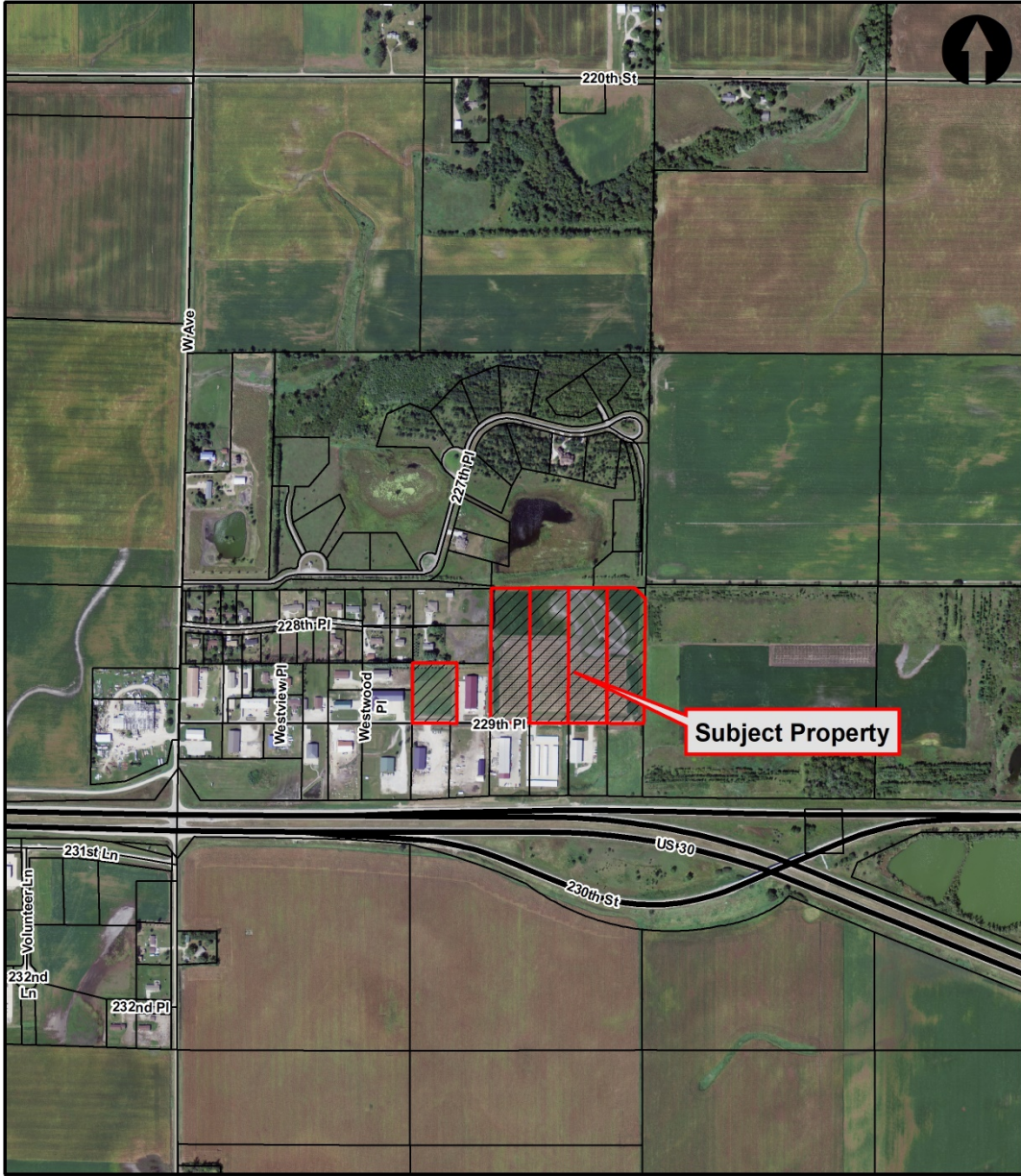


Westwoods, Plat 3



Legend

- Ames City Limits



Westwoods, Plat 3



Legend

 Subject Parcels

Attachment C – Westwoods, Plat 3 Covenant

DOC# 030156

RETURN TO: (ew)
Billie Red
AMES CITY CLERK
BOX 811
AMES IOWA 50010

INST. NO. 02-20304
STORY COUNTY, IOWA
FILED FOR RECORD
11 29 AM DEC 13 2002 PM
SUSAN L. VANDE KAMP, Recorder SW
REC. FEE \$ 11.00 AUD. FEE \$

V
M
D
G
R

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Prepared by: John R. Klaus, City of Ames Legal Department, 515 Clark Avenue, Ames, Iowa 50010 (Phone: 515-239-5146)

WESTWOOD PLAT 3
COVENANT FOR ASSESSMENT OF
COSTS OF IMPROVEMENTS

Instrument No. 030233
State of Iowa, Boone County, SS
Filed for Record at 2:45 P.M.
This 10 day of Jan 2003
Sheryl J. Thul, Recorder, Fees \$ 11.00 due
Number of Pages 2

THIS COVENANT AND AGREEMENT is made effective the 25th day of November, 2002, by and between LEON J. WUEBKER and LINDA C. WUEBKER, their successors and assigns (hereinafter called "Developer"), and THE CITY OF AMES, IOWA, (hereinafter called "City").

WITNESSETH THAT:

The parties hereto have agreed and do agree as follows:

1. This agreement is made for the purpose of meeting the subdivision regulations and plat approval requirements of the City.
2. In anticipation of the possibility that the City may at some time deem it to be in the public interest to cause construction of street paving, curbs and guttering, storm sewers, water mains, sanitary sewer mains, bicycle paths, and sidewalks by means of city awarded contracts to be paid by special assessments to be levied against the lots in Westwood Plat 3, Developer does hereby covenant and agree that by execution of this instrument Developer, its successors and assigns, including purchasers of lots, and each of them, shall pay and are bound to pay to the City, the costs of the aforesaid improvements assessed to the lots in Westwood Subdivision, Plat 3, by action of the governing body for the City, after notice of hearing as provided by Section 384.50 Code of Iowa, the provisions of Section 384.38 Code of Iowa notwithstanding.
3. Without affecting the forgoing waivers of rights, it is understood and agreed that if and when the governing body of the City conducts a hearing on a proposed resolution of necessity to assess public improvement costs to land referred to in this agreement, the owners of such land may then appear before the governing body of the City and be heard.
4. Additionally, Developer, in consideration of the benefits derived from approval of the said plat of subdivision, receipt of which is hereby acknowledged, does covenant with the City that it will never, at any future time, sue the City, or any officer or employee of the City, to test the regularity of the proceedings or legality of the assessment procedure, to appeal the amount of the assessment, to enjoin, set aside, overturn, or reduce the amount of such assessments levied against the said land by the City.

The foregoing provisions encumber the land that is platted as Westwood Plat 3, Boone County, Iowa.

5. This covenant and agreement shall be filed for record in the office of the Boone County Recorder and all covenants, agreements, promises and representations herein stated shall be deemed to be covenants running with the land and shall endure and be binding on the parties hereto, their mortgagees, lienholders, successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law. The City shall have the right to file a claim to continue its interest in these covenants.

6. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Executed by the respective signatories effective the date first above written.


DEVELOPER

CITY OF AMES, IOWA

By: Leon J. Wuebker
Leon J. Wuebker

By: Ted Tedesco
Ted Tedesco, Mayor

By: Diane R. Voss
Diane R. Voss, City Clerk



By: Linda C. Wuebker
Linda C. Wuebker

STATE OF IOWA, STORY COUNTY ss:
On this 25 day of Nov, 2002, before me, a Notary Public in and for Story County, personally appeared Leon J. Wuebker and Linda C. Wuebker, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Craig R. Hastings
Notary Public in and for Story County, Iowa



STATE OF IOWA, COUNTY OF STORY, ss:
On this 10th day of December, 2002, before me, a Notary Public in and for the State of Iowa, personally appeared Ted Tedesco and Diane R. Voss, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 02-609 adopted by the City Council on the 10th day of December, 2002, and that Ted Tedesco and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Jill L. Ripperger
Notary Public in and for Story County, Iowa



Attachment D – Request from Applicant

RE: Westwoods Waiver Request



kim@charterhouseiowa.com
To: Campbell, Benjamin
Cc: Leon Wuebker

Reply Reply All Forward

Thu 3/25/2021 11:04 AM

You forwarded this message on 4/7/2021 12:19 PM.

[External Email]

Thank you for your follow up, Ben. See below for our updated request. Additionally, I will contact Boone County to obtain their documented opinion (our conversations were via phone) and forward to you when I receive.

On behalf of Leon Wuebker, I would like to request the Ames City Council consider a waiver of its subdivision authority for the Lots 5, 6, 7, 8, and 10 of Westwoods Plat 3. Their use will continue to be consistent with the use of their current zoning (commercial) and those other developed lots around it.

We have spoken with Boone County who agreed that an equal land split would be acceptable on all 5 properties.

Please let us know if there are any further items that we may need to address with this waiver and we thank you for all of your guidance through the process.

Best,
Kim



Kim
Kim Olmstead
REALTOR® • License #S66194000

Kim@CharterHouseIowa.com
515.231.1607 515.532.7770
www.CharterHouseIowa.com
107 NE Delaware Ave, Ste 1
Ankeny, IA 50021

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REAL ESTATE

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MEET CHARTER HOUSE

COUNCIL ACTION FORM

SUBJECT: JOINT USE PARKING PLAN FOR 119 WASHINGTON AVENUE & 414 LINCOLN WAY

BACKGROUND:

On April 27, 2021 the City Council considered a proposed Joint Use Easement Agreement for 119 Washington Avenue and 414 Lincoln Way. After reviewing the agreement and discussing the details of the banquet hall use and funeral home use, City Council directed staff to return with a revised Council Action Form and agreement that incorporated relevant analysis of the proposals pursuant to the Council's discussion and any additional details staff believes are needed within the Agreement.

In response to the direction from City Council, staff has worked with the applicant and his attorney to revise the Joint Use Easement Agreement to address concerns of the Council. This Council Action Form has been revised to reflect changes made to the Agreement.

Continue Care Real Estate Holdings LLC is the owner of properties located at 119 Washington Avenue and 414 Lincoln Way. **The property owner/applicant is requesting approval of a Joint Use Easement Agreement to allow the joint use of parking spaces at 414 Lincoln Way (Grandon Funeral and Cremation Care) with a proposed banquet hall at 119 Washington Avenue (former location of Ron's Auto Repair Center).** The two properties are located across an alley from each other. (Location Map-Attachment A)

When a site cannot meet the parking required by the Zoning Ordinance, the option for joint use parking is permitted with City Council approval, if it can be shown that peak demand of the two facilities would allow for both uses to be accommodated during their times of peak parking demand. **In this case, the funeral home and banquet hall are owned by the same business which will enable the property owner to coordinate the timing and use of the two facilities.**

The proposed banquet hall would be used as a place where family and friends can gather following funeral services and in addition would be used as a banquet hall for other events and gatherings that do not conflict with times the funeral home is allocated use of the joint use parking spaces. The seating capacity of the banquet hall is ninety-nine (99) people, in addition to staff and catering. The proposed Minor Site Development Plan for the banquet hall includes twenty (20) on-site parking spaces, including two (2) van-accessible handicap parking spaces. A minimum of forty (40) spaces are required by the Zoning Ordinance for the proposed use. **The applicant desires to utilize the available parking spaces at the funeral home to make up for the deficit in the number of parking spaces required for the banquet hall.**

The funeral home is located to the north across the alley from the proposed banquet hall and has thirty-nine (39) parking spaces. The funeral home was required to have a minimum of thirty-three (33) parking spaces at the time of approval of their Site Plan and Special Use Permit. The owner of the funeral home describes the peak use of the facility as an average of 8-12 high-capacity events (e.g., exceeding approximately 10 people) per month based upon his use over the past few years. The events are scheduled for approximately three hours. The remaining time of the day, the use of the site is limited to routine employee and customer visits.

The owner of the funeral home property is willing to restrict funeral home use and grant the joint use of twenty (20) parking spaces within its parking lot to the banquet hall and reserves the right to designate the location of the twenty (20) marked parking spaces as part of the Joint Use Agreement. The marked parking spaces shall be reserved for the Parcel 1 (the funeral home site) for three (3) hours per day, not more than twelve (12) days per month. Except for the times the marked parking spaces are reserved for Parcel 1, the marked spaces shall be reserved for Parcel 2 (the banquet hall site). At no time may Parcel 2 schedule an event that conflicts with the time reserved to Parcel 1.

Based upon the infrequent use of the Funeral Home for peak demand related to high-capacity events, joint use of 20 spaces can be approved per the findings of the addendum to this report. **To ensure the ongoing operations remains consistent with the description of the uses, the Joint Use Easement Agreement states that the principal uses of neither Parcel may be changed without approval by the City.**

When acting upon an application for approval of a Joint Use Parking Plan, the City Council may approve the Plan if it finds that the criteria described in Section 29.406(17)(b) of the Zoning Ordinance are met by the application. Those criteria, along with staff comments, are included in the attached Addendum section of this report.

ALTERNATIVES:

1. Approve the Joint Use Parking Plan for 119 Washington Avenue and 414 Lincoln Way, as described in the attached "Joint Use Easement Agreement." Approval of the Agreement would allow for staff approval of the Minor Site Development Plan for the banquet hall. *(Note-the signed agreement must be returned prior to the Council meeting)*
2. Approve the Joint Use Parking Plan for 119 Washington Avenue and 414 Lincoln Way with modifications required to the "Joint Use Easement Agreement."
3. Deny the Joint Use Parking Plan for 119 Washington Avenue and 414 Lincoln Way.
4. Refer this request to staff for further information.

CITY MANAGER’S RECOMMENDED ACTION:

The parking projection for this joint use is realistic in this case and staff believes that the parking demand of the proposed banquet hall can easily be accommodated on the funeral home site during times that the funeral home is not conducting a funeral service. Although there is not a direct sidewalk connection between the two sites, the short crossing of the alley is a reasonable distance between the two establishments and is within the general rule of 300 feet applied to remotely located parking spaces. Staff has ensured that the banquet hall site improvements comply with ADA accessible parking spaces in both locations, only standard spaces are intended for joint use parking.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the Joint Use Parking Plan for 119 Washington Avenue and 414 Lincoln Way, as described in the attached “Joint Use Easement Agreement.”

ADDENDUM

Approval of a Joint Use Parking Plan. When acting upon an application for approval of a Joint Use Parking Plan, the City Council may approve the Plan if it finds that the criteria described in Section 29.406(17)(b) of the Zoning Ordinance are met by the application. These criteria, along with staff comments are as follows:

1. The analysis presents a realistic projection of parking demands likely to be generated.

Staff Comments: Table 29.406(2) of the Zoning Ordinance requires a banquet hall to provide fourteen (14) parking spaces for every 1,000 square feet of gross floor area. Applying this parking standard to the banquet hall results in a minimum of forty (40) parking spaces. The parking standard for the funeral home requires a minimum of thirty-three (33) parking spaces. There are thirty-nine (39) existing spaces on the site.

Marking the location of twenty (20) joint use parking spaces in the funeral home parking lot and allowing the banquet hall to use the twenty (20) parking spaces, except for three (3) hours per day, not more than twelve (12) days per month clearly specifies when the funeral home and the banquet hall each have the right to use the twenty (20) marked parking spaces.

2. Peak demand is sufficiently distinct so that the City Council is able to clearly identify a number of spaces for which there will rarely be overlap of parking demand.

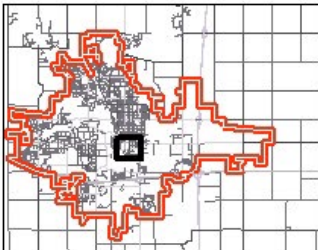
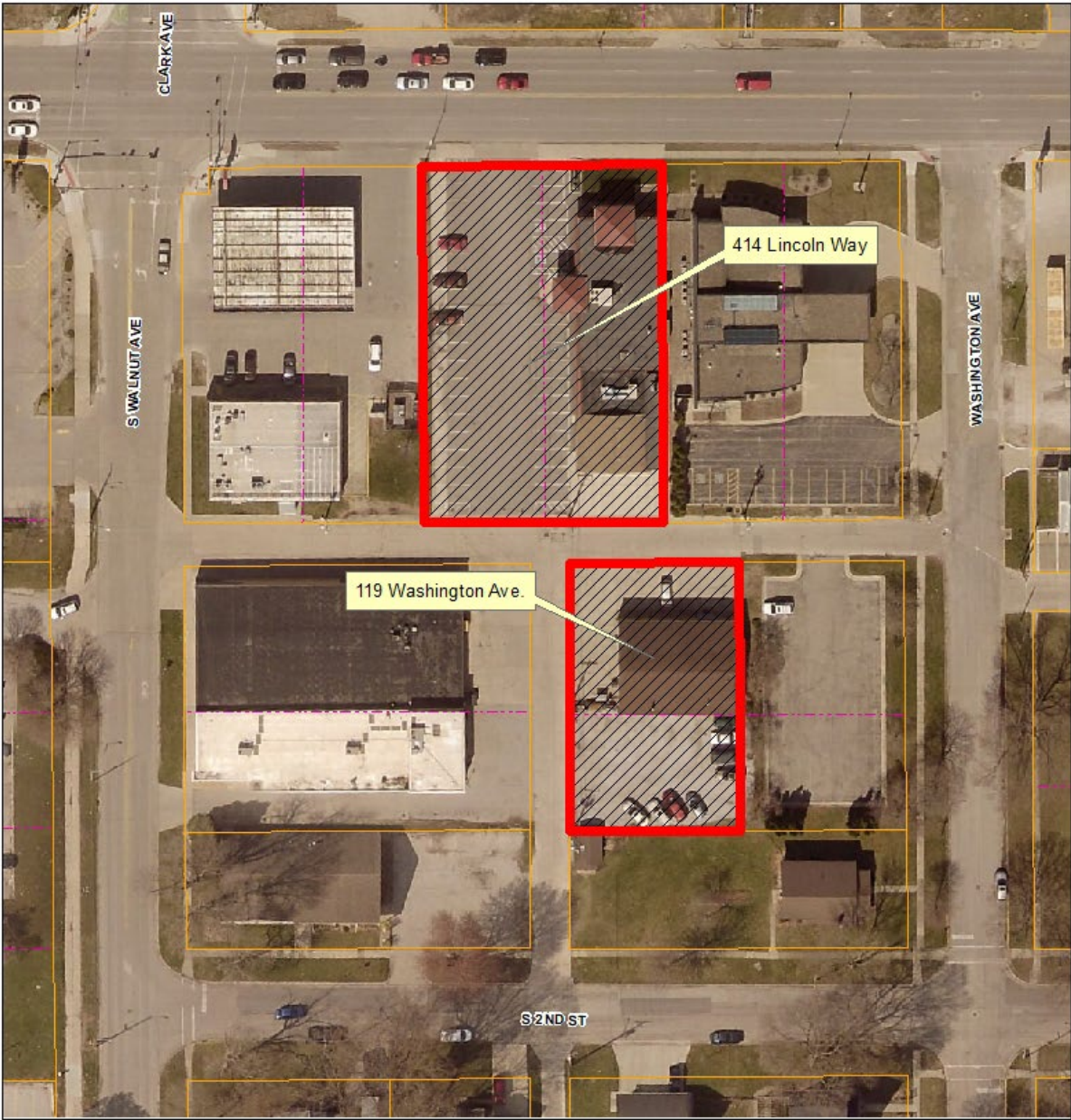
Staff Comments: In the case of funerals and similar high-capacity events, the applicant proposes to limit its use consistent with his average levels of use for the past few years. At other times there are minimal people present on the site for use of the 39 parking spaces that exist on the site.

The banquet hall will have use of the twenty (20) shared parking spaces at all times other than three (3) hours per day, not more than twelve (12) days per month when the funeral home will have use of the twenty (20) spaces. Furthermore, the agreement states that the banquet hall cannot operate and event during the reserved times for use by the funeral home, this ensures that no overlap will occur.

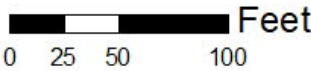
3. Rights to the use of spaces are clearly identified so as to facilitate enforcement.

Staff Comments: The Agreement states that the twenty (20) marked parking spaces shall be reserved for Parcel 1 (the funeral home) for three (3) hours per day, not more than twelve (12) days per month. Except for the time the marked parking spaces are reserved for Parcel 1, the marked parking spaces shall be reserved for Parcel 2 (the banquet hall). At no time may Parcel 2 schedule an event that conflicts with the time reserved for Parcel 1.

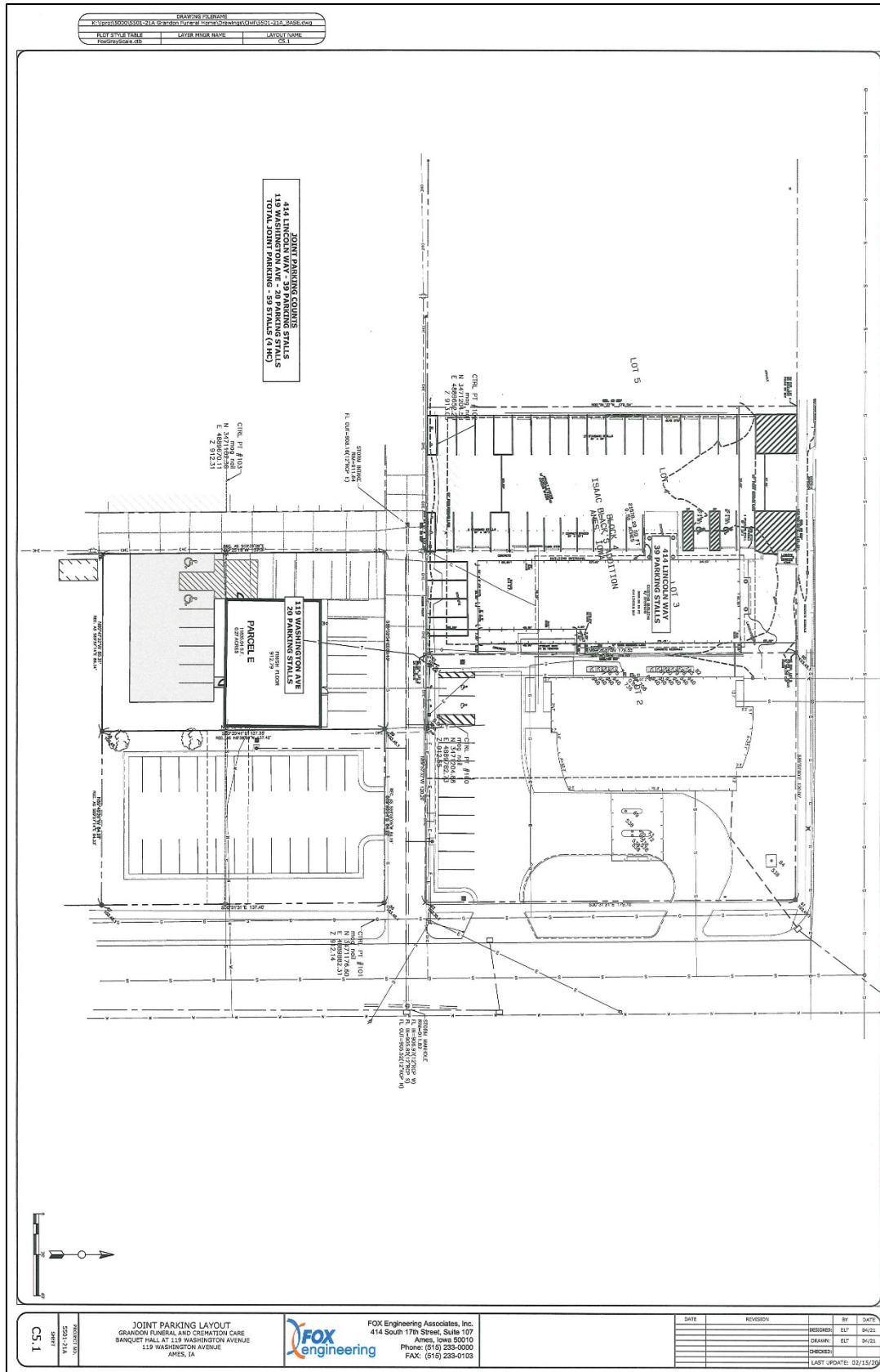
**Attachment A
Location Map**



**Location Map
119 Washington Avenue
& 414 Lincoln Way**



Attachment B Joint Use Parking Layout (Existing and Proposed Site Plans)



Joint Use Easement Agreement

Know All Persons: This is an Agreement by and between adjacent landowners and the City of Ames, Iowa, upon the following terms and conditions:

- 1 **Definitions.** When used in this instrument, unless otherwise required by the context:
 - 1.1 “Owner” means **Continue Care Real Estate Holdings, LLC**, an Iowa limited liability company, with principal offices in Ames, Iowa.
 - 1.2 “Parcel 1” means the tract located at 414 Lincoln Way (currently county Parcel No. 09-11-101-030) legally described as:

Lots 3 and 4 in Block 4 of Black’s Addition to Ames, Iowa.
 - 1.3 “Parcel 2” means the tract located at 119 Washington Ave (currently county Parcel No. 09-11-101-075) legally described as:

Parcel E, in a part of Lots 8 and 9, Block 4, Black’s Second Addition, in the City of Ames, as shown on the Plat of Survey recorded in the office of the Recorder of Story County, Iowa, on March 31, 2021, and recorded as Instrument No. 2021-03905.
 - 1.4 “Joint Use Area” means the West 75 feet and the South 20 feet of the East 45 feet of Parcel 1.
 - 1.5 “City” means City of Ames, Iowa, an Iowa municipal corporation.
- 2 **Circumstances & Purpose.** Parcel 1 is adjacent (across a public alley) to Parcel 2. Owner has acquired both Parcel 1 and Parcel 2. Owner uses Parcel 1 for a funeral home. Owner plans use of Parcel 2 for a banquet hall. In order to satisfy certain zoning requirements of City for the use of Parcel 2 as a banquet hall, Owner desires to provide for parking in the Joint Use Area as provided in section 29.406(17) of the Ames Municipal Code.
- 3 **Joint Use Area Reserved on Parcel 1.** For valuable consideration, including the mutual promises contained herein, Owner does hereby reserve for Owner and for its successors and assigns, for the uses and upon the conditions hereinafter recited, the perpetual right to enter upon the Joint Use Area. The easement rights granted or reserved under this instrument shall be appurtenant to Parcel 2.
- 4 **Easement Uses.** Owner does hereby reserve for Owner of Parcel 2 and for its successors and assigns, guests and invitees, the right within, over, upon, and across the Joint Use Area to park vehicles within not fewer than 20 marked parking spaces, together with a right of ingress to and egress from the adjacent public rights-of-way. The Owner of neither Parcel shall obstruct or impair the use by the Owner of the other Parcel of the Joint Use Area or the driveway access to the marked parking spaces. Owner expressly reserves for Owner the right appurtenant to Parcel 1 the sole right and authority to designate the location of the 20 marked parking spaces to be utilized for Parcel 2. The marked parking spaces shall be reserved for Parcel 1 for 3 hours per day,

not more than 12 days per month. Except for the times the marked parking spaces are reserved for Parcel 1, the marked parking spaces shall be reserved for Parcel 2. At no time may Parcel 2 schedule an event that conflicts with the time reserved to Parcel 1. At the sole cost of Owner of Parcel 2, Owner of Parcel 1 shall erect signage designating spaces for use by Parcel 2 and giving notice of times when such spaces are reserved.

5 **Maintenance.** The cost of maintenance and repair of the Joint Use Area in a usable, neat, and uniform manner shall be shared by the owners of the respective Parcels as follows: 73.61 percent to Parcel 1 and 26.39 percent to Parcel 2.

6 **City Approval.** City approves the easements herein as satisfying City’s conditions for zoning approvals for the concurrent uses of Parcel 1 for a funeral home and Parcel 2 for a banquet hall. Owner agrees for Owner and for Owner’s successors and assigns that the easements described herein shall not be released, terminated, or the uses materially diminished without the consent of City. The principal uses of neither Parcel may be changed without approval by the City. City agrees that consent to modification or termination shall not be unreasonably withheld. City and Owner agree that after having given 30 days’ notice to the City that the use upon Parcel 2 for which this record was established has terminated, Owner of Parcel 1 may record an instrument documenting such termination of use and notice.

7 **Interpretation.** Words and phrases used in this instrument shall be construed as in the single or plural number, and as masculine, feminine, or neuter gender, according to the context. This instrument shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this instrument are for convenience only and in no way define or limit the scope or intent of any provisions of this instrument.

In Witness of this Instrument, Owner and City have executed this record as follows:

CONTINUE CARE REAL ESTATE HOLDINGS, LLC, Owner

Dated May _____, 2021

By: _____
Timothy R. Grandon, Member

STATE OF IOWA, COUNTY OF STORY, SS.:

Timothy R. Grandon as member of Continue Care Real Estate Holdings, LLC, acknowledged this record before me on May _____, 2021.

Place STAMP of Notarial Officer Below

NOTARY PUBLIC

Approved by the City Council of the City of Ames, Iowa, at a meeting thereof on the ____ day of _____, 2021.

Dated the ____ day of _____, 2021.

CITY OF AMES, IOWA

Attest:

By: _____
John A. Haila, Mayor

By: _____
Diane R. Voss, City Clerk
Space below reserved for City SEAL

STATE OF IOWA, COUNTY OF STORY, SS.:

John A. Haila and Diane R. Voss as mayor and city clerk of the City of Ames, Iowa, acknowledged this record before me on the ____ day of _____, 2021.

Place STAMP of Notarial Officer Below

NOTARY PUBLIC

COUNCIL ACTION FORM

SUBJECT: TEXT AMENDMENT FOR PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT AND PRIVATE STREET STANDARDS

BACKGROUND:

On December 8, 2020, the City Council directed staff to proceed with preparing a zoning text amendment that would add a Planned Unit Development (PUD) Overlay Zone as a new zoning tool for the purpose of expanding options for development of housing as well as to add private street standards in the Subdivision Code. This action was initiated in response to the follow-up suggestion received from staff on the developer's workshop held on October 28, 2020.

The focus of the proposed PUD Overlay is to allow for smaller lots and reduced setbacks when there is a defined development concept for a project, compared to using standard lot sizes and setbacks where development would occur with less integration and up-front design details. The proposed ordinance is designed to allow for variability in zoning standards and housing types, but within the density limits of the zoning district.

It is anticipated that this tool could be used to assist in the development of housing related to:

- sale of sub-6,000 sq. ft. detached home lots
- sale of townhome communities
- sale of condominium buildings
- sale of single-family attached
- rental of multi-family, and
- accessory dwelling units within new development

The PUD Overlay is intended to address a wide range of interests and issues related to residential development. Specifically, it allows flexibility in the creation of a range of lots sizes and price points with no mandated mix of lot sizes, allowing developers to address market preferences. As drafted, the PUD Overlay would apply not only to new greenfield development, but also could apply to redevelopment situations on larger existing sites (> 2 acres).

The proposed PUD Overlay will be applied to an underlining residential zoning districts. These underlining zones include: RL, RM, UCRM, RH, FS-RL, FS-RM, and S-SMD. (Note S-SMD is a Special Purpose zone for residential and small commercial uses.) The underlining zoning districts provide the foundation of what is expected and required regarding permitted uses, density, and maximum building height and can provide a certain degree of certainty for surrounding development.

A PUD Overlay allows for additions or deletions of standards to the underlining zoning districts in order to address site constraints.

The draft PUD Overlay ordinance specifically addresses the following:

- Identifies findings for rezoning approval related to the purpose of the PUD Overlay;
- Adds flexibility in lot size (reduce to less than 6,000 sq. ft.);
- Adds flexibility in setbacks for front, rear, and side requirements;
- Adds flexibility in lot width (reduce lot width to less than 50 feet);
- Maintains density standards of the zoning district;
- Maintains a common open space requirement similar to FS zoning, although reduced from a F-PRD;
- Maintains a specific block length design requirement, but modified compared to FS zoning;
- Adds standards for design compatibility related to front building facades due to reduced lot sizes; and
- Includes new private street standards within the Subdivision Ordinance (Chapter 23).

APPROVAL PROCESS:

The approval process for a rezoning map amendment is described in Sec. 29.1507. The process for a PUD is similar to that required for FS-RL or FS-RM. Each requires a pre-application meeting as described in Sec. 29.1200(2) and referenced in Sec. 29.1502(3)(a) as well as a Master Plan as described in Sec. 29.1502(4).

The Master Plan and proposed development must include enough detail to determine that the Findings included in 29.1114(3) are satisfied related to the purpose of the PUD. The Master Plan allows the developer to get entitlement without having to fully flesh out complete details required for a Major Site Development Plan or Preliminary Plat. The Master Plan would describe any expected deviations from zoning standards and provide conceptual development information. The City may require additional materials related to housing design as needed to support the proposed rezoning request. A Major Site Development Plan would be required subsequent to approval as a PUD. Notably, this process requires somewhat less up-front detail compared to the current PRD process that requires a Major Site Development Plan with initial approval. It also allows for the City Council to delegate to staff certain approvals as part of subsequent phases.

Approval of the PUD Overlay requires findings related to design of the proposal and its related deviations as achieving the purpose of the PUD:

- (a) The Zoning District and Overlay are consistent with the comprehensive plan.
- (b) The property on which the PUD is requested has a residential zoning of RL, RM, UCRM, RH, FS-RL, FS-RM, S-SMD, or is concurrently proposed to be changed to one of these Zoning Districts.
- (c) The existing and proposed infrastructure is sufficient in design and capacity to support

the project with water, sanitary sewer, storm drainage, streets and other transportation related facilities.

- (d) The PUD Master Plan includes interconnected pedestrian and bicycle circulation routes to the surrounding areas and within the development.
- (e) The proposed PUD Master Plan is consistent with the requirements of this ordinance and all deviations, exceptions, and limitations stated on the Master Plan are clear, identifiable, and necessary in support of the design concept and the purpose statements of the overlay.
- (f) The proposed PUD Master Plan is in harmony with the purpose of the overlay.
- (g) Findings for approval of a Master Plan with a PUD Overlay rezoning may be deferred, when the City Council initiates a property rezoning.

SUPPLEMENTAL DEVELOPMENT STANDARDS:

Although the PUD Overlay grants flexibility, development must still be consistent with the standards described within Table 29.1114(5). It stipulates when and how the zoning district requirements apply, what other standards must be satisfied, and when flexibility is allowed. Zoning district requirements, such as lot area, lot width, lot frontage, setback, and site coverage are flexible and are allowed to be defined under the PUD. The details of these modifications must be noted on the Master Plan that accompanies the rezoning request. However, all lots must have approved access to a public way or a private street, regardless of frontage. Additionally, off-street parking requirements and subdivision improvements (street and infrastructure requirements including sidewalks and street trees) apply.

Even though reduced setbacks are allowed, staff included mandatory minimum setbacks for garage access of 20 feet, when accessed from a public street. This standard for garage access from a public street is not unique to PUDs. The 20 foot setback is less than the standard 25-foot requirement, but does replicate in the F-VR zoning district standard for Country Homes. There would be no minimum garage setback required if the access is from a private street, which would typically be in the context of an alley type design or a townhome community design with stacked units above garages.

Open Space

Within the PUD, the required common open space is 10%. This is same percentage required for FS-RL. The intended purpose of the proposed open space must be set forth in the plan and suitably improved for such purpose. Usable open space is to be readily accessible to residents and designed to be usable and not just leftover space within subdivision. A second threshold for open space applies to developments with over 50 dwelling units and there is an allowance for medium and high-density developments to be able to provide indoor recreational amenities in-lieu of the common open space requirement. Clubhouses and roof deck space are also possible.

The percentage of open space required for the PUD is one of the key factors differentiating it from the F-PRD zoning district. Staff notes that in some situations, quality of private usable open space on individual lots may be a priority for the development layout. Understanding

tradeoffs on yard space, building to building setbacks, access points to a home will all be considered when evaluating a proposal. For example, a project that has minimum or no setbacks and as a result, does not have usable private space as a yard, deck, patio, etc., would be expected to augment the common area amenities with private open space. A good example would be a townhome community where the structure essentially occupies the whole of the individual lot area. This may not be the case with other housing configurations. The size of the project will also influence the need for open space. Open space could be viewed as a key design feature for a PUD, not only left over space or storm water detention facilities.

Block Design

The City of Ames prioritizes connectivity within its development patterns, as described within Land Use Policy Plan's goals and in a more direct manner with its street and block length standards of the Ames Municipal Code. With the additional concentration of smaller lots within a block as part of a PUD, staff believes addressing block length is very important. For this reason, the block design requirements within the PUD restrict typical block length to no more than 660 feet, with a preference for blocks to not exceed 500 feet. This block standard is supported within the Subdivision Ordinance, which states that the preferred block length is not to exceed 600 feet (although an exception for larger block size is included). Additionally, the City has a 660' foot preferred connectivity standards for roadway length related to pedestrian circulation as part of the current FS zoning standards. (Note: the PUD standard is more restrictive than the other block lengths referenced above.)

Cul-de-sacs are discouraged within the Subdivision Ordinance. The PUD limits the use of cul-de-sacs and dead-end streets to areas where physical or environmental conditions preclude an interconnected street network. This is not intended to limit small-shared auto courts or driveways that serve a small group of homes off of a street.

COMPATIBILITY STANDARDS:

Large lots with large front setbacks have the opportunity to use space to mitigate transitions between the street to a home and to adjacent properties. This is not the case with reduced lot size and reduced front setbacks that may occur within a PUD. Garages and driveways can easily dominate the dwelling frontage and become a defining feature of the street and impact other design elements of the neighborhood. The relationship of the residence to the street becomes more impactful to the neighborhood within smaller lot developments.

Due to the concentration of dwelling units that will occur when dimensional requirements are reduced, compatibility standards have been included. Compliance with the compatibility standards is required to determined consistency with the purposes of the PUD. The compatibility standards are purposefully focused on a limited number of features of residential development. These are: garages & driveways, building front entrances, and building massing. These features were selected for their impact in increasing livability and neighborhood character, in exchange for allowing flexibility with lot area and setbacks. The features are important not only at the individual lot scale, but also to the larger neighborhood character and their influence on the public realm. Staff has not included specific architectural character or design elements as standards or guidelines with the proposed ordinance. However, the PUD

includes a provision to require additional architectural detail when necessary to make findings for approval of a requested PUD Overlay.

Garages & Driveways

- Narrow lots constrict the area available for building. As a result, the default is frequently for garages being the dominate feature of the front façade of the dwelling. Garages that do not protrude in front of the front façade or which are recessed behind the front façade of the dwelling or projecting porch feature, allow the residential portion of the dwelling to define the character of the street or open space. The PUD requires that garages and off-street parking areas to not dominate the front façade. A graphic illustrating different types of garage configurations is included as Attachment 'A'.
- Narrower lots result in closer driveway spacing and less street frontage available for on-street for parking. A trade-off to narrower lots is to restrict driveway width and to encourage driveway clustering. The PUD allows either front or rear-loaded garages.

Building Front Entrances

- Primary façades are to include architectural treatment that emphasizes the main entrance. This might be a porch or stoop but could also be another form of architectural treatment that identifies or enhances the prominence of the entry. Staff supports including main entrance identification in support of City goals for sense of place, connectivity, and neighbor interaction with neighborhood development.

Building Massing

- The design of new multi-family buildings must consider abutting single-family and two-family dwellings, so that the existing dwellings are not overwhelmed by the scale and massing of the new development. Rather, the new buildings must be compatible in scale, massing, window proportions and architectural features. This does not mean identical in size and height. Numerous design options exist that can be included with a project to accomplish this standard. These requirements will generally be evaluated on a case-by-case basis as dictated in relation to existing and planned residential uses abutting a site. This is most likely a concern within an infill situation.

Other considerations are also mentioned with the standards to ensure that these factors are reviewed and given some consideration in the project design. They include: Future Development, Existing Trees, Landscape Buffering, and Infill Compatibility.

PRIVATE STREET STANDARDS:

Private street standards have been included as a text amendment to the Subdivision Ordinance, Chapter 23. Including a standard for private streets ensures that when private streets are included, they conform to a minimum standard of compliance. Private streets would be evaluated on a case-by-case basis and are intended to serve internal needs of a development and would not serve as through route to other developments.

Private streets and alleys will be required to meet or exceed Iowa Statewide Urban Design and Specifications (SUDAS) standards and the City of Ames supplement design standard requirements regarding, pavement profile, base, and drainage. A minimum design life of 30-

years is expected for a private street and alley improvement. Verification that the private street has been installed according to the approved plans, is required to be provided by the developer's project engineer.

The standards also stipulate when private streets are considered appropriate. Private streets will be required to accommodate two-way traffic, fire access and turn-around requirements, on-street parallel parking (or alternatively, guest parking bays), sidewalks (or alternatively, an alternate pedestrian circulation system), street trees, and lighting. The standards do not exempt private streets from any of these things, but may allow flexibility on how these items are provided. Overall, the intent is to reduce size and space needs compared to public rights-of-way while provide for comment features of streets.

The biggest advantage for the developer is the reduced right-of-way width. Having a reduced right-of-way results in more property to be available for other purposes. One disadvantage is that the HOA becomes responsible for the maintenance and ongoing upkeep of the street. These costs are passed onto the homeowners through their HOA fees. HOA's are not uncommon in the City, but developers have indicated that Ames' residents are sensitive to HOA fees, and that it is in the developer's interest generally to keep the HOA fees to a minimum.

HOW IS THE PUD OVERLAY SIMILAR OR DIFFERENT THAN THE F-PRD ZONING?:

Both F-PRD and PUD have similar approval processes and require City Council approval of rezoning and development plans. Each must abide by the City's subdivision standards for streets and infrastructure. Both FS-PRD and PUD allow a great deal of flexibility in the implementation of the bulk regulations. Both require a minimum acreage of two acres with an exception for environmentally sensitive areas.

The most significant difference between the F-PRD District and the PUD Overlay is the requirement for open space and how density is determined. F-PRD allows for a project to request a rezoning to a higher density in a PRD without direct correlation to the underlying zoning and Land Use Policy Plan designation. The PUD will require direct correlation to an underlying zoning district. The F-PRD requires 40% open space for low and medium density residential and 35% for high density residential. The F-PRD emphasizes open space and amenity features within the development. Developers have indicated a strong disapproval of the 40% requirement and its impacts on the feasibility of development flexibility. By practice the City has allowed for a mix of private usable yard spaces and common area to meet this standard, with a majority of areas expected to be within a common area. Within the PUD, the required common open space is reduced to 10%. This is same percentage required for FS-RL.

One minor distinction between the proposed PUD Overlay and the F-PRD is also how uses are allowed. The F-PRD has its own exclusive set of uses that cannot be changed, whereas the PUD allows zoning district uses but broadens allowances to all housing types, including a new accessory dwelling unit options, within the defined density limitations of the zoning district.

DEVELOPER OUTREACH:

Initial developer outreach on different zoning concepts occurred in October 2020. This meeting was sparsely attended by a mix of civil engineers and developer/real estate professionals. Outreach on the draft standards for the PUD and Private Streets was circulated in March 2021 to the same email list of 45 professionals that were initially contacted in October. Responses were received from the Hunziker Development team. A virtual meeting was held with them to discuss their concerns as they began their review of the materials.

One question was whether the PUD would result in the construction of more diverse housing types or whether the required standards might be so onerous that developers would not benefit from the flexibility available within the PUD. Issues related to streets and cul-de-sacs were also of concern. Hunziker indicated that they would continue to review the materials and discuss with staff as the review process unfolds.

As a result, minor changes to the draft were made regarding the establishment process, dead end streets, as well as other minor tweaks to standards. A representative from the Hunziker team participated in the Planning & Zoning Commission meeting and offered no suggested changes to the draft ordinance at that time. Following the P&Z Meeting, Staff reached out once again to developers to invite comment prior to this hearing. No additional comments have been received.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At a regular meeting of the Planning & Zoning Commission held on April 7, 2021, the Commission voted unanimously 6-0 to recommend that the City Council, adopt the Planned Unit Development (PUD) Overlay zone along with private street standards in the Subdivision Ordinance (Chapter 23). Staff reviewed City Council's intent for initiating the PUD Overlay text amendment and described staff's approach to the balancing City design priorities with flexibility afforded within the ordinance.

Two aspects of the draft ordinance were primarily discussed:

- If there was any area of conflict between the proposed PUD overlay and the existing PRD; and
- The relationship of garages to the principal building. Side-loaded garages and corner lots were discussed. Discussion ensued on whether there should be a stipulation of how far the principal building should project from the garage. The draft ordinance requires garages to be setback at least 20 feet from a public street, but the principal structure can have reduced setbacks. The P&Z was in unanimous support of the garage not being the focal point of the house and supported the standards as drafted.

ALTERNATIVES:

1. The City Council can approve on first reading of the proposed ordinances related to the zoning text amendment establishing a new Planned Unit Development (PUD) Overlay zone in the Zoning Ordinance (Chapter 29) and the establishment of private street standards in the Subdivision Ordinance (Chapter 23).

2. The City Council can modify the draft ordinance language and approve on first reading the ordinances establishing a new Planned Unit Development (PUD) overlay zone in the Zoning Ordinance (Chapter 29) and the establishment of private street standards in the Subdivision Ordinance (Chapter 23).
3. The City Council can direct staff to prepare alternative language for the proposed text amendment.
4. The City Council can request additional information and defer making a decision.

CITY MANAGER’S RECOMMENDED ACTION:

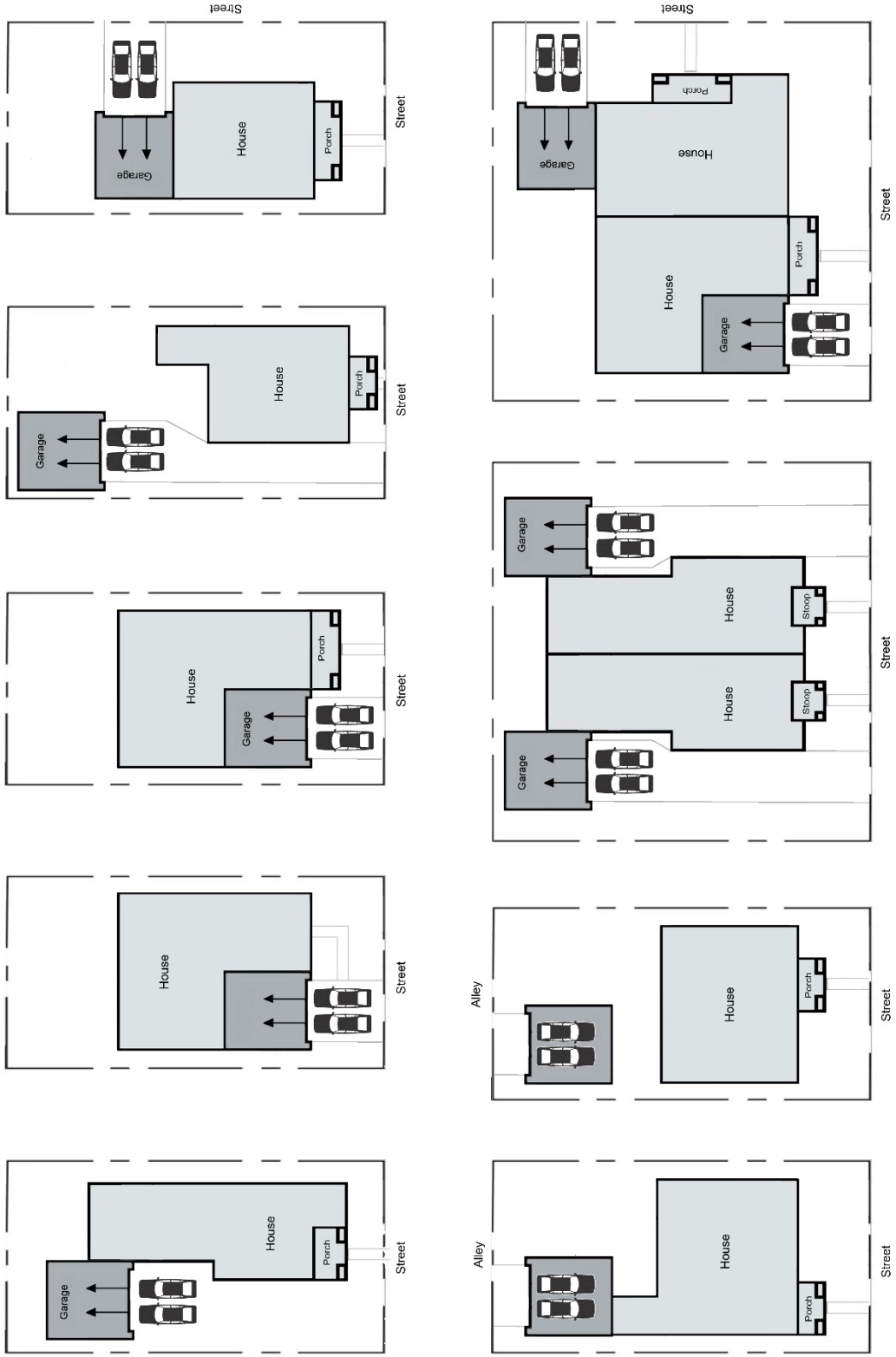
The proposed PUD Overlay ordinance is designed to create flexibility within defined parameters related to layout, design, and connectivity. Generally, it permits for reduced lot sizes, setbacks, and a greater mix of building types that would not otherwise be permissible within underlying zoning districts. The approach of the PUD is different than that of the current F-PRD zoning which allows for more flexibility, but is focused on providing for substantial amounts of open space. The proposed text is intended to strike a balance between increased flexibility and standards while also addressing the City’s neighborhood development expectations that apply to other developments.

The PUD Overlay is an optional tool, a developer will still be able to use standard zoning or the F-PRD option to meet their development needs.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, approving the text amendments creating a new Planned Unit Development Overlay District in the Zoning Ordinance (Chapter 29) along with private street standards in the Subdivision Ordinance (Chapter 23).

ATTACHMENT 'A'

Examples of Some Possible Garage Locations Available in the PUD Overlay



ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING SECTION 29.201(159), AMENDING SECTION 29.1100(2) ENACTING NEW SECTION 29.1114 AND TABLE 29.1114(5), AMENDING SECTION 29.1507(3) AND ENACTING A NEW SECTION 29.403(16) THEREOF; FOR THE PURPOSE OF ALLOWING VARIABILITY IN ZONING STANDARDS AND HOUSING TYPES; 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 new Sections 29.1114 and 29.403(16) and amending Sections 29.1100(2), 29.1507(3) as follows:

Sec. 29.201. DEFINITIONS.

...

(159) RESERVED.

Sec. 29.1100. OVERLAY ZONES.

...

(2) Establishment. The Overlay Zones established by this Ordinance are:

...

(l) "PUD" Planned Unit Development Overlay

Sec. 29.1114 "PUD" PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT

(1) Purpose. The Planned Unit Development (PUD) Overlay zone is intended to allow flexibility in Zoning District and General Standards where design flexibility helps further the goals of the Comprehensive Plan and is compatible with its surroundings. The PUD zone is intended to:

- (a) Provide for innovative and imaginative development through flexibility in the design, placement of buildings, clustering of housing types, use of open space, and related site and architectural design considerations;
- (b) Increase the stock of diverse housing types for a variety of income levels;
- (c) Promote efficient land use and infrastructure construction, while maintaining high-quality living environments for privacy, architectural interest, streetscape, walkability, and open spaces for private and common use;
- (d) Provide for a variety of private and common open space areas corresponding to smaller lot sizes along with additional amenities for larger developments;
- (e) Encourage and preserve opportunities for energy efficient development; and
- (f) Encourage context-sensitive infill development.

(2) Pre-Application Conference. Prior to submittal of an application to rezone property to Planned Unit Development Overlay, a pre-application conference shall be held with the developer and Department of Planning and Housing staff to review the application. Neither the developer nor the City shall be bound by any comments, determination, or decisions of City staff offered or made during the pre-application conference. The following information shall be submitted with the application:

- (a) Name of the applicant and name of the owner of record.
- (b) Tax parcel identification number.

- (c) North arrow, graphic scale, and date.
- (d) Existing conditions within the proposed zoning boundary and within 200 feet of the proposed zoning boundary: Project boundary; all internal property boundaries; public rights-of-way on and adjacent to the site; utilities; easements; existing structures; topography (contours at two-foot intervals); areas of different vegetation types; designated wetlands; floodplain and floodway boundaries; and other designated environmentally sensitive areas.
- (e) Proposed infrastructure extensions, open space, and stormwater treatment areas.
- (f) A summary table describing all uses of the total site area, including the number of units per net acre for each unit type and each zoning area.
- (g) Proposed building design character and any planned deviations from Zoning District standards.

(3) **Establishment.** The PUD Overlay zone applies to all lands that are zoned PUD on the Zoning Map. A Zoning Map Amendment may be approved provided the City Council makes the following findings:

- (a) The Zoning District and Overlay are consistent with the comprehensive plan.
- (b) The property on which the PUD is requested has a residential zoning of RL, RM, UCRM, RH, FS-RL, FS-RM, S-SMD, or is concurrently proposed to be changed to one of these Zoning Districts.
- (c) The existing and proposed infrastructure is sufficient in design and capacity to support the project with water, sanitary sewer, storm drainage, streets and other transportation related facilities.
- (d) The PUD Master Plan includes interconnected pedestrian and bicycle circulation routes to the surrounding areas and within the development.
- (e) The proposed PUD Master Plan is consistent with the requirements of this ordinance and all deviations, exceptions, and limitations stated on the Master Plan are clear, identifiable, and necessary in support of the design concept and the purpose statements of the overlay.
- (f) The proposed PUD Master Plan is in harmony with the purpose of the overlay.
- (g) Findings for approval of a Master Plan with a PUD Overlay rezoning may be deferred, when the City Council initiates a property rezoning.

(4) **Effects of Approval.**

- (a) **Master Plan.** Subsequent development must be consistent with the approved Master Plan. Subsequent development is subject to a Major Site Development Plan approval for any and all uses, unless specifically delegated by the City Council to the Planning and Housing Director as part of the Master Plan approval. The City Council may also require a design description or illustrated design guidelines to convey the intended character of the development and to administer subsequent permitting within the PUD for such things as landscape features, signage, and structures.
- (b) **Permitted Uses.** Land, buildings, and structures may be used only for the purposes identified within the Zoning District use regulations, unless limited or authorized as additional uses (including accessory dwelling units) by the PUD Master Plan.
- (c) **Building / Zoning Permits.** Subsequent to the PUD Overlay approval, development of the property is subject to all provisions of the Ames Municipal Code, including, but not limited to, requirements to proceed with preparation of Preliminary and Final Plats, Zoning Permits, Site Development Plans, Special Use Permits, Building Permits, and other types of permits required by local, state, or federal law for the improvement or development of the land.
- (d) **Phasing.** Development of the site may occur in phases, as approved by the City Council with a Major Subdivision or as indicated on the approved Major Site Development Plan. Any change to the approved Phasing Plan must be approved by the City Council.

(5) **Supplemental Development Standards.** Property that is zoned PUD shall be developed in accordance with the Zone Supplemental Development Standards listed in Table 29.1114(5) below:

Table 29.1114 (5)
Planned Unit Development Overlay District (PUD)
Supplemental Development Standards

SUPPLEMENTAL DEVELOPMENT STANDARDS	PUD ZONE
Area Requirement	Minimum area of two acres or more, except when environmentally sensitive areas, natural features, or scenic assets are being preserved.
Density	<p>Zoning district density requirements shall apply.</p> <p>Where a development encompasses more than one zoning district, each area of the PUD development shall comply with the density requirements that are set by the zone for that area. Density transfer is not permitted.</p> <p>Developments with a minimum of 10% affordable housing units made available for sale or rent to moderate or low-income households as defined by the Federal Housing and Urban Development Department (HUD) for the City of Ames, may include a density bonus of 15% rounding up to the next whole unit, or one (1) dwelling unit, whichever is greater. An affordable housing plan and binding agreement for maintaining affordability must accompany the PUD application.</p>
Minimum Lot Area / Width / Frontage:	Individual lot area, width, and street frontage may be reduced from the Zoning District and General Standards as long as the lots are sized to accommodate the required development standards of this chapter and comply with the compatibility standards of Section 29.1114(6). All lots must have approved access to a public way or a private street.
Minimum Principal & Accessory Building Setbacks and Lot Coverage	<p>Minimum setbacks and maximum coverage may be modified from the underlying zoning district requirement if the compatibility conditions of Section 29.1114(6) are met. Setbacks at the perimeter of the Overlay may not be reduced along an abutting lot without a finding there are physical circumstances justifying a reduction. Reduced setbacks must be identified on the Master Plan.</p> <p>Setback encroachments and exceptions will not apply to reduced yards unless authorized by the PUD.</p> <p>Garage access shall be a minimum setback of 20 feet when accessed from a public street. Reduced setbacks may be permitted along private streets and alleys.</p>
Street Trees and Minimum Landscaped Area	Landscaping and screening shall conform to requirements of this Chapter, unless approved as an Alternative Design. Each development shall include space for the planting and subsequent maturity of street trees. Reduced setbacks shall not encroach upon these defined locations for street trees and other landscape trees. A street tree plan illustrating the location of trees along with proposed building footprint and driveway areas must be approved with the project.
Maximum Height-Principal Building	Zoning District height requirements shall apply to a building within 100 feet of an abutting lot of a different residential zone or residential land use designation.

Parking Requirements	Parking spaces shall be provided as prescribed by this chapter; however, required parking locations may be approved by the City Council in common areas or on a street within the boundaries of the PUD. Affordable housing for low- and moderate-income households may have parking reduced to a maximum of two parking spaces for apartment buildings.
Street/Infrastructure Improvements	Street improvements, water, sanitary sewer, storm sewer improvements, park dedication, and electric facilities shall be installed in compliance with the subdivision regulations of the City and shall meet the construction specifications of the City. Private streets (if included) must comply with provisions of the Subdivision Code.
Common Open Space and Amenities	<p>Minimum of 10% of the gross area shall be devoted to common open space. The intended purpose of the proposed open space must be set forth in the plan. The land provided for common open space must be improved for its intended purpose, and readily accessible to residents. Provide for the ownership and maintenance of the common open space. Phasing of improvements shall be clearly described in the development plans and may be required to be set forth in a legally binding instrument.</p> <p>Clubhouse, roof deck patios, and similar community amenities may be credited toward the open space requirement.</p> <p>Developments exceeding 50 dwelling units shall provide for usable open space and amenities to serve the residents of the development which may include a combination of common area and private usable yard areas located outside front yard setbacks.</p> <p>Development of medium and high-density developments may be exempt from providing common open space area when recreational amenities, such as clubhouses, pools, or sport courts, are sufficiently provided for as an alternative.</p>
Block Design	<p>Layout and design shall create an interconnected network of streets with block faces that do not exceed 660 feet within the development. Where practicable, block lengths are encouraged to be 500 feet or less. Block faces may exceed 660 feet where physical or environmental conditions preclude a more interconnected street network. Use of cul-de-sacs and dead-end streets shall also be limited to these situations.</p> <p>When blocks exceed 600 feet, the PUD shall accommodate pedestrian crossings, walkway connections through a block, or other means of enhancing the pedestrian circulation system for interconnectedness.</p> <p>Use of alleys, off-site parking, or other shared access means is desirable to maintain a consistent street frontage with minimal interruptions by driveways to street trees, lighting, on-street parking, and sidewalks as well as providing opportunities for alternative housing options such as cottage courts.</p>

(6) **Compatibility Standards.** Minimum lot area, lot width, lot frontage, setback, and maximum site coverage requirements may be reduced to provide for a variety of dwelling types. Any such modification to the Zoning District requirements must be noted on the Master Plan.

Due to the concentration of dwelling units that will occur if these dimensional requirements are reduced, the following compatibility standards are required:

(a) **Garages and Driveways.** Garages and off-street parking areas must be located so that they do not define the front façade of the dwelling. This standard is met when a garage does not protrude forward from the front façade.

The development must include adequate right-of-way and driveway spacing to accommodate parking and street trees. The width of driveways may need to be reduced and garages setback an adequate distance to accommodate these elements. Shared driveways are encouraged to address street design goals. Alley or private rear lane access is also an option.

(b) **Entrances.** Main entrances to dwelling units must be clearly identifiable and accessible to the owner and visitors. The main entrance must be demarcated by one of the following: covered porch or stoop; sidelight windows; or other

significant architectural treatment that emphasizes main entrances. Main entrances shall be directly connected to the pedestrian circulation system of the development.

(c) **Massing.** Multi-family buildings proposed abutting single-family and or two-family buildings should be of a scale, massing, window proportions, and architectural style that is compatible with abutting lower density residential development.

(7) **Other Conditions.** Other conditions may be imposed if found necessary for health, safety, and general welfare. Such conditions include, but are not limited to, the following:

(a) **Future Development.** Provide for future development in a manner that does not impede the continued use or development of surrounding properties for uses permitted within the Zoning District or planned for in the comprehensive plan;

(b) **Existing Trees.** The preservation of existing trees shall be considered when siting buildings, underground services, and paved areas;

(c) **Landscape Buffering.** Landscape buffering may be required to maintain privacy or reduce unusual impacts of noise, light, or height on adjoining properties; and

(d) **Infill Compatibility.** The design of the PUD is compatible with its surroundings and/or complementary to adjacent development.

(8) **Minor Changes.** Minor changes to the approved Master Plan and subsequent Site Development Plan may occur after a determination by the Department of Planning and Housing staff that the proposed changes are minor in nature, and revised plans have been provided for purposes of keeping the Site Development Plan Major current. However, the Planning Director may refer any change to the City Council for approval. A minor change is defined as a change that satisfies all of the following criteria:

(a) Does not constitute a change in the land use of the project;

(b) Does not change the overall general layout and design of buildings, open spaces, landscaping, parking, and circulation;

(c) Does not change the number of buildings or the number of dwelling types by more than 10%;

(d) Does not increase the density of units in the project or the intensity of use as related to parking requirements, i.e., floor area of use and bedroom counts, by more than three parking spaces;

(e) Does not allow an increase in the height of a building or grading of the site by more than two feet in total. Any height increase must not allow additional stories;

(f) Does not exceed the allowed deviation or exception to zoning standards; and

(g) Does not remove or reduce the quality of architectural character, design features, or use of high-quality building and roofing materials at the time of initial construction.

Sec. 29.1507. ZONING TEXT AND MAP AMENDMENTS

(3) **Master Plan Determination.** Before an application is made for amending the zoning map to designate any property as F-S RL, FS-RM, or PUD, the applicant must either prepare a Master Plan or request that the City Council determine whether it will be required. When City Council first considers an application for amending the zoning map to any other zoning district, the City Council may require a master plan be submitted prior to taking action on the rezoning request. The procedural requirements for this determination shall be as follows:

SUBDIVISION ORDINANCE

23.403 STREETS.

...

(16) Private Streets and Alleys. City Council may approve private streets and alleys as part of a Subdivision. Private streets and alleys are subject to the following requirements:

(a) The proposed private street serves as access to a cluster or small group of housing units and is not intended for use by through traffic. Private streets and alleys may also serve as access to townhouse-style developments.

(b) The proposed private street or alley is designed and constructed such that it meets or exceeds Iowa Statewide Urban Design and Specifications (SUDAS) standards and the City of Ames supplement design standard requirements regarding, pavement profile, base, and drainage. The typical private street and alley will have a minimum design life of 30-years.

(c) Verification of finished construction according to approved plans by the engineer-of-record or other qualified engineer.

(d) Responsibilities for maintenance, upkeep, and snow removal, are established through a legally binding instrument.

(e) A permanent easement for shared access and emergency vehicle access is recorded.

(f) The design and layout of the private streets and alley shall address the following:

(i) Street width to allow for two-way traffic.

(ii) Fire access and turnaround requirements as required by the Ames Fire Code.

(iii) For developments of six or more single-family detached or attached dwellings along a block face, provides on-street parking spaces similar to the spacing included on a public street or provides for guest parking bays within common area.

(iv) Sidewalks along the street or other pedestrian circulation system improvements connecting to front doors of homes.

(v) Street tree planting plan.

(vi) Lighting plan.

The City Council may modify the private street requirements when the street serves non-residential development or apartment dwellings; however, Section 23.403(16)(d) shall still apply.”

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

Memo

Department of Planning & Housing

TO: Mayor and City Council

FROM: Kelly Diekmann, Planning & Housing Director

DATE: May 7, 2021

SUBJECT: Continuance of Public Hearing for Master Plan Amendment and Pre-annexation Agreement for Hayden's Preserve (Formerly Rose Prairie)

Staff anticipated having the addendum to the pre-annexation agreement completed to accompany the rezoning request for May 11th; however, the developer desires to continue work on some additional details about the project design in order to help craft language for the addendum. Therefore, staff recommends continuing the rezoning Public Hearing for the Master Plan to May 25th to allow for the developer and staff to finalize the addendum and have it accompany the rezoning request to amend the Master Plan.

