

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
AUGUST 9, 2011

NOTICE TO THE PUBLIC: The Mayor and City Council welcome comments from the public during discussion. **If you wish to speak, please complete an orange card and hand it to the City Clerk. When your name is called, please step to the microphone, state your name for the record, and limit the time used to present your remarks in order that others may be given the opportunity to speak.** The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input at the time of the first reading. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring.

CALL TO ORDER: 7:00 p.m.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting of July 26, 2011
3. Motion approving Report of Contract Change Orders for July 15-31, 2011
4. Motion approving certification of civil service applicants
5. Motion approving renewal of the following beer permits, wine permits, and liquor licenses:
 - a. Class C Liquor & Outdoor Service – Olde Main Brewing Co., 316 Main Street
 - b. Class C Liquor – El Azteca, 1520 S. Dayton Avenue
 - c. Class C Liquor – Es Tas Stanton, 216 Stanton Avenue
 - d. Class C Liquor – Okoboji Grill, 118 S. Duff Avenue
 - e. Class C Beer & B Wine – Hy-Vee Gas #5013, 4018 Lincoln Way
 - f. Class C Liquor – Deano's, 119 Main Street
 - g. Class B Beer – Flame-N-Skewer, 2801 Grand Avenue
 - h. Class C Liquor – Chicha Shack, 2418 Lincoln Way
6. Resolution approving Investment Report for Fiscal Year Ending June 30, 2011
7. Resolution endorsing Iowa Department of Economic Development application for financial assistance for Rural Soluxions, LLC, with local match
8. Resolution approving U. S. 69 Detour Agreement with the Iowa Department of Transportation
9. Resolution approving preliminary plans and specifications for 2010/11 Water System Improvements, Water Main Replacement Contract #2; setting bid due date for September 7, 2011, and September 13, 2011, as date of public hearing
10. Resolution approving contract and bond for Grand Avenue Extension (from South 16th north 400 feet)
11. Resolution approving contract and bond for 2011/12 CDBG Public Facilities Neighborhood Infrastructure Improvements (N. Hazel Avenue)
12. Resolution approving renewal of contract with Baldwin Pole of Bay Minette, Alabama, with a 2.5% cost increase for Wood Distribution Poles for Electric Services
13. Resolution approving contract to Nutri-Ject Systems, Inc., of Hudson, Iowa, for Year 2 of three-year contract for Biosolids Disposal in the amount of \$47,680

14. Resolution approving final acceptance of 2009/10 and 2010/11 Neighborhood Curb Replacement Programs
15. Resolution approving final acceptance of 2008/09 Water System Improvements (Water Main Replacement)

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 the time given to each speaker.**

PERMITS, PETITIONS, AND COMMUNICATIONS:

16. Motion approving renewal of Class C Liquor License & Outdoor Service for Cy's Roost, 121 Welch Avenue
17. Motion approving new 5-Day (August 10 - 14) Class C Liquor License for Olde Main Brewing Co. at ISU Alumni Center, 420 Beach Avenue
18. Motion approving new 5-Day (August 19 - 23) Class C Liquor License for Olde Main Brewing Co. at ISU Alumni Center, 420 Beach Avenue
19. Requests for All-American Weekend September 3 & 4, 2011:
 - a. Resolution approving closure of portions of Fifth Street, Burnett Avenue, Main Street, Kellogg Avenue, and Douglas Avenue
 - b. Resolution approving closure of Lot N for barbeque contest
 - c. Motion approving Outdoor Service for Olde Main Brewing Company
 - d. Resolution approving waiver of fees for electricity usage
 - e. Resolution approving waiver of meter fees for Central Business District
 - f. Motion approving Blanket Temporary Obstruction Permit
 - g. Motion approving Blanket Vending License
 - h. Resolution approving waiver of fee for Blanket Vending License
20. Resolution approving/motion denying request for waiver of design and infrastructure standards and Preliminary Plat requirement for Matthew's Summit Subdivision located at Stagecoach Road and East Riverside Road
21. Request from Randall Corporation to modify Developer's Agreement for Grand Aspen Subdivision, 4th Addition:
 - a. Resolution approving revision to Developer's Agreement to eliminate the last line of Paragraph 3

FINANCE:

22. Resolution setting date of public hearing on proposal to issue Hospital Revenue Bonds or notes in an amount not to exceed \$65,000,000 for the purpose of financing improvement projects at Mary Greeley Medical Center

PUBLIC WORKS:

23. Request from Iowa Farm House Association to receive portion of vacated alley in exchange for electric easement:
 - a. Resolution setting date of public hearing
24. Staff report on Resource Recovery Plant Free Days evaluation

ADMINISTRATION:

25. Resolution approving 2011/12 Funding Agreement with Ames Economic Development Commission
26. Review of proposed City logo
27. Staff report on estimated costs to extend utilities east of Interstate Highway 35

POLICE:

28. Staff report on urban deer management
29. Staff report concerning increase to parking violation fees

HEARINGS:

30. Hearing on sale of 1013 Adams Street:
 - a. Resolution approving sale to Debra Spohnheimer in the amount of \$145,000
31. Hearing on Water Pollution Control Facility Methane Engine Generator Rehabilitation Project:
 - a. Resolution approving final plans and specifications and awarding contract to Ziegler Power Systems of Altoona, Iowa, in the amount of \$108,530

ORDINANCES:

32. First passage of ordinance relating to precinct and ward boundaries as a result of the 2010 Census
33. Second passage of ordinance correcting scrivener's error regarding Mechanical Unit screening definition
34. Second passage of ordinance changing name of Cardiff Drive to Grayhawk Avenue
35. Second passage of ordinance rezoning property located at 1820 South Dayton Place to add the Southeast Gateway Overlay District (O-GSE)
36. Second passage of ordinance approving implementation of all components of the EPA Pretreatment Program Streamlining Rule and perform, modifying the *Ames Municipal Code* to adopt all EPA Pretreatment Program Streamlining Rule regulations.
37. Third passage and adoption of ORDINANCE NO. 4077 rezoning property at 3409-3413 South Duff Avenue from Agricultural (A) to Highway-Oriented Commercial (HOC) [Tabled from 7-26-11]

COUNCIL COMMENTS:**ADJOURNMENT:**

*Please note that this agenda may be changed up to 24 hours before the meeting time as provided by Section 21.4(2), *Code of Iowa*.



REPORT OF CONTRACT CHANGE ORDERS

Period:	☐	1st – 15th
	☒	16th – end of month
Month and year:	July 2011	
For City Council date:	August 9, 2011	

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 Person/Buyer
Electric Services	Small Specialized Cleaning	1	\$49,500.00	Bodine Services of Clinton	\$0	\$0: Reallocated \$10,000 from line 2 of PO to line 1. No change to overall contract cost.	D.Kom	CB
Fleet Services	City Hall Heat Pump Replacement	1	\$724,847.00	Drees Co.	\$0	\$0: Modify heat pump filter rack at no cost.	Paul H.	MA
Fleet Services	City Hall Heat Pump Replacement	2	\$724,847.00	Drees Co.	\$0	\$(922.00)	Paul H.	MA
			\$		\$	\$		
			\$		\$	\$		

MINUTES OF THE AMES CIVIL SERVICE COMMISSION

AMES, IOWA

JULY 28, 2011

The Ames Civil Service Commission met in regular session at 8:15 a.m. on July 28, 2011, in the Council Chambers of City Hall, 515 Clark Avenue, with Commission Members Adams, Crum, and Shaffer present. Also in attendance was Director of Human Resources Julie Huisman.

APPROVAL OF MINUTES: Moved by Shaffer, seconded by Crum, to approve the minutes of the June 23, 2011, Civil Service Commission meeting as written.

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

CERTIFICATION OF ENTRY-LEVEL APPLICANTS: Moved by Crum, seconded by Shaffer, to certify the following individuals to the Ames City Council as entry-level applicants:

Civil Engineer I:	Sarah Okerland	86
	Matt Radermacher	80
	Toni Tabbert	71
Meter Reader:	John Sanderson	93
	Joel Heinz	91
	Chad Ott	90
	Charles Pille	90
	Christopher Streigle	90
	Kelly McPartland	90
	Kelly Schwartz	90
	Nicholas Lauen	90
	Rob White	90
	Ryan Kobliska	90
	Christopher Reif	89
	Matthew Chellew	89
	Paul Huston	89
	Steven hand	89
	Eldon Bensen	88
	Zach Landhuis	88
	Benjamin Ingham	87
	James Concannon	87
	Joseph Knight	87
	Scott Hauge	87
	Andrew Dodds	86
	Brian Butters	86
	Carissa Laffoon	86
	Kevin Burkheimer	86
	Bobby Miller	85
	Eric Thorsbakken	85
	Seth Pace	85
	Steve Lash	85
	Steve Penton	85
	Andrew Teply	84
	Brandon Sheeder	84

Daniel Stafford	84
Jacob Donaghy	84
Ken Blackledge	84
Kristine Keehner	84
Matthew White	84
Brett Stupp	83
Damien Corrieri	83
Edmund Noveshen	83
Gregory Thys	83
John Sappington	83
Nathan McKern	83
Quinton Gray	83

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

COMMENTS: The next regularly scheduled Civil Service Commission meeting was set for August 25, 2011, at 8:15 a.m.

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

Terry Adams, Chair

Jill Ripperger, Recording Secretary



Memo

Police Department

ITEM #5 a - h

TO: Mayor Ann Campbell and Ames City Council Members

FROM: Commander Geoff Huff – Ames Police Department

DATE: July 20, 2011

SUBJECT: Beer Permits & Liquor License Renewal Reference City Council Agenda
August 9, 2011

The Council agenda for August 9, 2011, includes beer permits and liquor license renewals for:

- Class C Liquor & Outdoor Service – Olde Main Brewing Co., 316 Main Street
- Class C Liquor & Outdoor Service – Cy's Roost, 121 Welch Avenue
- Class C Liquor – El Azteca, 1520 S. Dayton Avenue
- Class C Liquor – Es Tas Stanton, 216 Stanton Avenue
- Class C Liquor – Okoboji Grill, 118 S. Duff Avenue
- Class C Beer & B Wine – Hy-Vee Gas #5013, 4018 Lincoln Way
- Class C Liquor – Deano's, 119 Main Street
- Class B Beer – Flame-N-Skewer, 2801 Grand Avenue
- Class C Liquor – Chicha Shack, 2418 Lincoln Way

A review of the Ames Police Department's records found no violations for El Azteca, Es Tas, Okoboji Grill, Hy Vee Gas #5013, Flame –N-Skewer, and the Chicha Shack.

The same review shows one citation for on premises at Olde Main Brewing Company. Deano's had one arrest for public intoxication that was prompted from a call from the establishment about an unruly customer.

Please see the attached Liquor License Criteria Form for Cy's Roost.

The Police Department would recommend renewal of all nine establishments.



City Treasurer

P. O. Box 811
515 Clark Avenue
Ames, Iowa 50010
515-239-5119
Fax 515-239-5320

TO: Mayor and City Council

FROM: Roger Wisecup, CPA 
City Treasurer

DATE: August 9, 2011

SUBJECT: Investment Report for Fiscal Year Ending June 30, 2011

Introduction

The purpose of this memorandum is to present a report summarizing the performance of the City of Ames investment portfolio for the fiscal year ending June 30, 2011.

Discussion

This report covers the period ending June 30, 2011 and presents a summary of the investments on hand at the end of June 2011. The investments are valued at amortized cost; this reflects the same basis that the assets are carried on the financial records of the City. All investments are in compliance with the current Investment Policy.

Comments

The Federal Reserve has continued to maintain its target rate for federal funds at zero to 0.25 percent. While the yield curve has a normal shape, rates are at historic lows. This means that future investments will be made at lower rates and future interest income may decrease. The current outlook has the Federal Reserve maintaining the target rate further into 2011 and beyond. Therefore, we will maintain our investment strategy, extending some investments maturities to the twelve months and longer range.

A brief comparison of fiscal year 2010 to fiscal year 2011 follows:

	<u>FY10</u>	<u>FY11</u>	<u>Decrease</u>
Interest Income	\$1,342,735	\$981,276	\$361,459
Portfolio Effective Rate of Return	1.28%	0.97%	

CITY OF AMES, IOWA

**CASH AND INVESTMENTS SUMMARY
AND SUMMARY OF INVESTMENT EARNINGS**

**FOR THE FISCAL YEAR ENDED JUNE 30, 2011
AND THE ACCUMULATED YEAR-TO-DATE**

DESCRIPTION	BOOK VALUE	MARKET VALUE	UN-REALIZED GAIN/(LOSS)
CERTIFICATES OF DEPOSIT	33,250,000	33,250,000	0
FEDERAL AGENCY DISCOUNTS	197,844	199,264	1,420
FEDERAL AGENCY SECURITIES	36,909,437	36,978,877	69,440
INVESTMENT POOLS			0
COMMERCIAL PAPER	7,490,231	7,497,350	7,119
PASS THRU SECURITIES PAC/CMO	1,625,520	1,606,236	(19,284)
MONEY FUND SAVINGS ACCOUNTS	16,656,829	16,656,829	0
CORPORATE BONDS			0
US TREASURY SECURITIES			0
INVESTMENTS	<u>96,129,860</u>	<u>96,188,556</u>	<u>58,696</u>
CASH ACCOUNTS	<u>8,925,280</u>	<u>8,925,280</u>	
TOTAL FUNDS AVAILABLE	<u>105,055,140</u>	<u>105,113,836</u>	<u>58,696</u>

ACCURAL BASIS INVESTMENT EARNINGS

YR-TO-DATE

GROSS EARNINGS ON INVESTMENTS:

943,806

INTEREST EARNED ON CASH:

37,469

TOTAL INTEREST EARNED:

981,276



Investments FY 2010-2011
Portfolio Management
Portfolio Summary
June 30, 2011

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit	33,250,000.00	33,250,000.00	33,250,000.00	34.59	435	244	0.793	0.804
Money Market	16,656,829.10	16,656,829.10	16,656,829.10	17.33	1	1	0.542	0.550
Commercial Paper Disc. -Amortizing	7,500,000.00	7,497,350.00	7,490,230.70	7.79	155	88	0.522	0.529
Federal Agency Coupon Securities	36,670,000.00	36,978,876.86	36,909,436.60	38.40	1,066	930	1.183	1.199
Federal Agency Disc. -Amortizing	200,000.00	199,264.00	197,844.00	0.21	588	258	0.666	0.676
Pass Through Securities /PAC/CMO	1,567,700.32	1,606,236.22	1,625,519.81	1.69	1,382	604	1.975	2.002
Investments	95,844,529.42	96,188,556.18	96,129,860.21	100.00%	597	459	0.898	0.910

Total Earnings	June 30	Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year		73,253.84	943,806.45	943,806.45

Average Daily Balance

92,142,635.25

Effective Rate of Return

0.97%

I certify that these reports are in conformance with the Iowa Public Investment Act.

Roger W. Wiscup II, CPA

Roger Wiscup II, City Treasurer

7-7-11

US TREASURY CONSTANT MATURITY RATES
PERIOD ENDING JUNE 30, 2011
3 YEAR COMPARISON

	June 30, 2011	June 30, 2010	June 30, 2009
3 Months	0.03%	0.18%	0.19%
6 Months	0.10%	0.22%	0.35%
1 Year	0.19%	0.32%	0.56%
2 Years	0.45%	0.61%	1.11%
3 Years	0.81%	1.00%	1.64%
5 Years	1.76%	1.79%	2.54%

Reporting period 06/01/2011-06/30/2011

Run Date: 07/07/2011 - 11:40

Portfolio 2011
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Report Ver. 7.3.1

Investments FY 2010-2011
Portfolio Management
Portfolio Details - Investments
June 30, 2011

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit												
SYS163487	163487	Bankers Trust		06/23/2011	1,000,000.00	1,000,000.00	1,000,000.00	0.350	0.345	0.350	167	12/15/2011
SYS163488	163488	Bankers Trust		06/23/2011	1,000,000.00	1,000,000.00	1,000,000.00	0.400	0.395	0.400	182	12/30/2011
SYS47919	47919	First National Bank		10/29/2009	1,500,000.00	1,500,000.00	1,500,000.00	1.500	1.479	1.500	122	10/31/2011
SYS48280	48280	First National Bank		09/09/2010	2,000,000.00	2,000,000.00	2,000,000.00	0.950	0.937	0.950	336	06/01/2012
SYS48315	48315	First National Bank		10/15/2010	5,000,000.00	5,000,000.00	5,000,000.00	1.000	0.986	1.000	700	05/31/2013
SYS144210873A	144210873A	Great Western Bank		06/23/2011	1,500,000.00	1,500,000.00	1,500,000.00	0.600	0.592	0.600	137	11/15/2011
SYS144210873B	144210873B	Great Western Bank		06/23/2011	1,000,000.00	1,000,000.00	1,000,000.00	0.600	0.592	0.600	137	11/15/2011
SYS144210886A	144210886A	Great Western Bank		06/23/2011	1,500,000.00	1,500,000.00	1,500,000.00	0.650	0.641	0.650	152	11/30/2011
SYS144210886B	144210886B	Great Western Bank		06/23/2011	1,000,000.00	1,000,000.00	1,000,000.00	0.650	0.641	0.650	152	11/30/2011
52183	52183	Valley Bank		04/15/2010	5,000,000.00	5,000,000.00	5,000,000.00	1.829	1.804	1.829	336	06/01/2012
SYS7860227144A	7860227144A	Wells Fargo		03/09/2011	1,250,000.00	1,250,000.00	1,250,000.00	0.350	0.345	0.350	14	07/15/2011
SYS7860227144B	7860227144B	Wells Fargo		03/09/2011	1,000,000.00	1,000,000.00	1,000,000.00	0.350	0.345	0.350	14	07/15/2011
SYS7860227151A	7860227151A	Wells Fargo		03/09/2011	1,250,000.00	1,250,000.00	1,250,000.00	0.350	0.345	0.350	28	07/29/2011
SYS7860227151B	7860227151B	Wells Fargo		03/09/2011	1,000,000.00	1,000,000.00	1,000,000.00	0.350	0.345	0.350	28	07/29/2011
SYS7860227169A	7860227169A	Wells Fargo		03/09/2011	1,250,000.00	1,250,000.00	1,250,000.00	0.350	0.345	0.350	45	08/15/2011
SYS7860227169B	7860227169B	Wells Fargo		03/09/2011	1,000,000.00	1,000,000.00	1,000,000.00	0.350	0.345	0.350	45	08/15/2011
SYS7860227177	7860227177	Wells Fargo		03/09/2011	1,000,000.00	1,000,000.00	1,000,000.00	0.350	0.345	0.350	61	08/31/2011
SYS7860227185	7860227185	Wells Fargo		03/09/2011	1,000,000.00	1,000,000.00	1,000,000.00	0.350	0.345	0.350	76	09/15/2011
SYS7961416901	7961416901	Wells Fargo		09/30/2010	1,000,000.00	1,000,000.00	1,000,000.00	0.754	0.744	0.754	336	06/01/2012
SYS8786860653	8786860653	Wells Fargo		06/23/2011	1,500,000.00	1,500,000.00	1,500,000.00	0.250	0.247	0.250	105	10/14/2011
SYS8786860661	8786860661	Wells Fargo		06/23/2011	1,500,000.00	1,500,000.00	1,500,000.00	0.250	0.247	0.250	122	10/31/2011
Subtotal and Average			28,850,000.00		33,250,000.00	33,250,000.00	33,250,000.00		0.793	0.804	244	

Money Market												
SYS4531558874A	4531558874A	Great Western Bank			6,556,891.97	6,556,891.97	6,556,891.97	0.550	0.542	0.550	1	
SYS4531558874B	4531558874B	Great Western Bank			10,099,937.13	10,099,937.13	10,099,937.13	0.550	0.542	0.550	1	
Subtotal and Average			16,656,829.10		16,656,829.10	16,656,829.10	16,656,829.10		0.542	0.550	1	

Commercial Paper Disc. -Amortizing												
0027A1XX2	0532-11	Abbey National LLC		04/25/2011	1,000,000.00	999,020.00	997,661.67		0.704	0.714	122	10/31/2011
0027A1XE4	0533-11	Abbey National LLC		04/25/2011	1,000,000.00	999,300.00	998,279.17	0.590	0.592	0.600	105	10/14/2011
0027A1WF2	0535-11	Abbey National LLC		04/25/2011	1,500,000.00	1,499,430.00	1,498,480.00	0.480	0.481	0.488	76	09/15/2011
0027A1VX4	0536-11	Abbey National LLC		04/25/2011	1,500,000.00	1,499,625.00	1,498,780.00	0.480	0.481	0.487	61	08/31/2011
4611K1WW1	0534-11A	Intesa Funding LLC		04/25/2011	1,500,000.00	1,499,985.00	1,498,217.91	0.470	0.471	0.478	91	09/30/2011
4611K1WW1	0534-11B	Intesa Funding LLC		04/25/2011	1,000,000.00	999,990.00	998,811.95	0.470	0.471	0.478	91	09/30/2011

Portfolio 2011
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Investments FY 2010-2011
Portfolio Management
Portfolio Details - Investments
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Subtotal and Average			8,921,755.91		7,500,000.00	7,497,350.00	7,490,230.70		0.522	0.529	88	
Federal Agency Coupon Securities												
31331J2C6	0517-10	Federal Farm Credit		11/12/2010	1,500,000.00	1,499,835.00	1,500,000.00	0.790	0.779	0.790	865	11/12/2013
31331KEV8	0537-11	Federal Farm Credit		04/28/2011	1,500,000.00	1,498,980.00	1,500,000.00	0.290	0.286	0.290	357	06/22/2012
31331KLC2	0538-11	Federal Farm Credit		05/16/2011	870,000.00	876,951.30	870,000.00	2.250	2.219	2.250	1,781	05/16/2016
31331KNV8	0539-11	Federal Farm Credit		06/14/2011	1,000,000.00	998,930.00	1,000,000.00	0.600	0.592	0.600	714	06/14/2013
31331KNR7	0540-11	Federal Farm Credit		06/15/2011	1,500,000.00	1,497,300.00	1,500,000.00	1.370	1.351	1.370	1,263	12/15/2014
31331KPV6	0543-11	Federal Farm Credit		06/23/2011	1,000,000.00	995,470.00	1,000,000.00	1.400	1.381	1.400	1,271	12/23/2014
313370CD8	0500-10	Federal Home Loan Bank		07/29/2010	2,500,000.00	2,501,100.00	2,500,000.00	1.250	1.233	1.250	759	07/29/2013
3133XVRS2	0513-10	Federal Home Loan Bank		09/30/2010	2,000,000.00	2,007,260.00	2,006,305.62	1.000	0.352	0.357	180	12/28/2011
3133733R1	0526-11	Federal Home Loan Bank		03/30/2011	1,000,000.00	999,850.00	1,000,000.00	1.150	1.134	1.150	913	12/30/2013
313373EZ1	0528-11	Federal Home Loan Bank		04/28/2011	1,000,000.00	1,000,030.00	1,000,000.00	1.750	1.726	1.750	1,032	04/28/2014
313373EE8	0530-11	Federal Home Loan Bank		04/15/2011	3,500,000.00	3,540,005.00	3,504,471.07	1.420	1.356	1.375	1,064	05/30/2014
313373KC5	0531-11	Federal Home Loan Bank		05/02/2011	1,500,000.00	1,499,985.00	1,500,000.00	1.500	1.479	1.500	1,036	05/02/2014
3133745F3	0542-11	Federal Home Loan Bank		06/23/2011	1,000,000.00	998,650.00	1,000,000.00	0.750	0.740	0.750	906	12/23/2013
313374B33	0544-11	Federal Home Loan Bank		06/30/2011	1,000,000.00	1,000,000.00	1,000,000.00	1.400	1.381	1.400	1,278	12/30/2014
3137EABY4	0503-10	Federal Home Loan Mortgage Co.		08/16/2010	1,500,000.00	1,520,505.00	1,517,422.77	2.125	0.513	0.520	266	03/23/2012
3137EABJ7	0529-11	Federal Home Loan Mortgage Co.		04/15/2011	3,000,000.00	3,169,290.00	3,150,477.49	3.500	0.834	0.846	698	05/29/2013
3134G2LE0	0541-11	Federal Home Loan Mortgage Co.		06/16/2011	1,500,000.00	1,490,295.00	1,500,000.00	2.125	2.096	2.125	1,812	06/16/2016
3134G2LY6	0545-11	Federal Home Loan Mortgage Co.		06/30/2011	1,000,000.00	1,000,055.56	1,000,055.56	2.000	1.973	2.000	1,825	06/29/2016
3136F9DU4	0478-10	Federal Nat'l Mtg. Assoc.		01/05/2010	500,000.00	527,995.00	515,000.78	4.000	2.219	2.250	654	04/15/2013
31359MMQ3	0502-10	Federal Nat'l Mtg. Assoc.		08/05/2010	1,300,000.00	1,352,910.00	1,351,317.63	6.125	0.493	0.500	258	03/15/2012
3136FPQH3	0514-10A	Federal Nat'l Mtg. Assoc.		10/21/2010	1,500,000.00	1,500,420.00	1,500,000.00	1.200	1.184	1.200	1,116	07/21/2014
3136FPQH3	0514-10B	Federal Nat'l Mtg. Assoc.		10/21/2010	1,000,000.00	1,000,280.00	1,000,000.00	1.200	1.184	1.200	1,116	07/21/2014
3136FP2N6	0523-11	Federal Nat'l Mtg. Assoc.		01/25/2011	1,000,000.00	1,000,030.00	1,000,000.00	1.250	1.233	1.250	847	10/25/2013
3135GOAV5	0525-11A	Federal Nat'l Mtg. Assoc.		03/02/2011	1,500,000.00	1,501,650.00	1,496,631.41	1.800	1.854	1.880	1,067	06/02/2014
3135GOAV5	0525-11B	Federal Nat'l Mtg. Assoc.		03/02/2011	1,000,000.00	1,001,100.00	997,754.27	1.800	1.854	1.880	1,067	06/02/2014
3136FRXN8	0546-11	Federal Nat'l Mtg. Assoc.		06/30/2011	1,000,000.00	1,000,000.00	1,000,000.00	1.250	1.233	1.250	1,278	12/30/2014
Subtotal and Average			35,800,998.38		36,670,000.00	36,978,876.86	36,909,436.60		1.183	1.199	930	
Federal Agency Disc. -Amortizing												
31358DEP5	0501-10	Federal Nat'l Mtg. Assoc.		08/05/2010	200,000.00	199,264.00	197,844.00	0.660	0.666	0.676	258	03/15/2012
Subtotal and Average			197,844.00		200,000.00	199,264.00	197,844.00		0.666	0.676	258	
Pass Through Securities /PAC/CMO												
31371LTH2	0409-08	Federal Nat'l Mtg. Assoc.		05/23/2008	3,673.48	3,673.48	3,659.70	3.500	3.428	3.475	0	07/01/2011

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Pass Through Securities /PAC/CMO												
31371LV97	0425-08	Federal Nat'l Mtg. Assoc.		09/30/2008	177,349.98	177,639.06	180,259.63	5.000	3.138	3.182	62	09/01/2011
31371L5H8	0439-09	Federal Nat'l Mtg. Assoc.		01/27/2009	72,057.57	72,993.60	74,759.73	4.500	1.318	1.337	215	02/01/2012
31371L5G0	0440-09	Federal Nat'l Mtg. Assoc.		01/27/2009	149,477.55	151,014.18	153,588.17	4.000	1.647	1.670	215	02/01/2012
31371LB99	0442-09	Federal Nat'l Mtg. Assoc.		02/18/2009	143,003.52	146,621.51	147,651.14	4.500	2.576	2.612	762	08/01/2013
31371K3N9	0444-09	Federal Nat'l Mtg. Assoc.		03/23/2009	74,218.24	76,231.04	77,650.83	5.500	2.138	2.167	609	03/01/2013
3136F6YK9	0453-09	Federal Nat'l Mtg. Assoc.		05/26/2009	296,010.09	307,353.20	309,793.06	4.400	0.694	0.704	543	12/25/2012
31371LGV3	0454-09	Federal Nat'l Mtg. Assoc.		06/16/2009	116,587.38	120,431.27	121,214.44	5.000	2.742	2.780	854	11/01/2013
31371LMX4	0458-09	Federal Nat'l Mtg. Assoc.		09/18/2009	249,756.01	256,062.35	258,185.27	4.000	2.109	2.138	974	03/01/2014
31391FGK8	0462-09	Federal Nat'l Mtg. Assoc.		09/25/2009	75,740.70	77,385.79	79,527.73	6.500	2.219	2.250	428	09/01/2012
31400GJZ9	0463-09	Federal Nat'l Mtg. Assoc.		09/28/2009	81,055.04	83,648.80	85,107.79	6.000	2.059	2.088	550	01/01/2013
31371LWK1	0465-09	Federal Nat'l Mtg. Assoc.		10/08/2009	69,688.70	72,364.05	72,824.69	4.500	2.252	2.284	1,188	10/01/2014
31371LVX4	0466-09	Federal Nat'l Mtg. Assoc.		10/19/2009	59,082.06	60,817.89	61,297.63	4.000	2.056	2.084	1,158	09/01/2014
Subtotal and Average			1,715,475.45		1,567,700.32	1,606,236.22	1,625,519.81		1.975	2.002	604	
Total and Average			92,142,635.25		95,844,529.42	96,189,556.18	96,129,860.21		0.898	0.910	459	

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity
		Average Balance	0.00								0
		Total Cash and Investments	92,142,635.25		95,844,529.42	96,188,556.18	96,129,860.21		0.898	0.910	459

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Certificates of Deposit												
SYS163487	163487	BT	1,000,000.00	0.350	12/15/2011	06/23/2011	0.345	0.350	12/15 - At Maturity		1,000,000.00	1,000,000.00
SYS163488	163488	BT	1,000,000.00	0.400	12/30/2011	06/23/2011	0.395	0.400	12/30 - At Maturity		1,000,000.00	1,000,000.00
SYS47919	47919	FN	1,500,000.00	1.500	10/31/2011	10/29/2009	1.479	1.500	10/31 - At Maturity		1,500,000.00	1,500,000.00
SYS48280	48280	FN	2,000,000.00	0.950	06/01/2012	09/09/2010	0.937	0.950	06/01 - At Maturity		2,000,000.00	2,000,000.00
SYS48315	48315	FN	5,000,000.00	1.000	05/31/2013	10/15/2010	0.986	1.000	05/31 - At Maturity		5,000,000.00	5,000,000.00
SYS144210873A	144210873A	GWB	1,500,000.00	0.600	11/15/2011	06/23/2011	0.592	0.600	11/15 - At Maturity		1,500,000.00	1,500,000.00
SYS144210873B	144210873B	GWB	1,000,000.00	0.600	11/15/2011	06/23/2011	0.592	0.600	11/15 - At Maturity		1,000,000.00	1,000,000.00
SYS144210886A	144210886A	GWB	1,500,000.00	0.650	11/30/2011	06/23/2011	0.641	0.650	11/30 - At Maturity		1,500,000.00	1,500,000.00
SYS144210886B	144210886B	GWB	1,000,000.00	0.650	11/30/2011	06/23/2011	0.641	0.650	11/30 - At Maturity		1,000,000.00	1,000,000.00
52183	52183	VB	5,000,000.00	1.829	06/01/2012	04/15/2010	1.804	1.829	06/01 - At Maturity		5,000,000.00	5,000,000.00
SYS7860227144A	7860227144A	WF	1,250,000.00	0.350	07/15/2011	03/09/2011	0.345	0.350	07/15 - At Maturity		1,250,000.00	1,250,000.00
SYS7860227144B	7860227144B	WF	1,000,000.00	0.350	07/15/2011	03/09/2011	0.345	0.350	07/15 - At Maturity		1,000,000.00	1,000,000.00
SYS7860227151A	7860227151A	WF	1,250,000.00	0.350	07/29/2011	03/09/2011	0.345	0.350	07/29 - At Maturity		1,250,000.00	1,250,000.00
SYS7860227151B	7860227151B	WF	1,000,000.00	0.350	07/29/2011	03/09/2011	0.345	0.350	07/29 - At Maturity		1,000,000.00	1,000,000.00
SYS7860227169A	7860227169A	WF	1,250,000.00	0.350	08/15/2011	03/09/2011	0.345	0.350	08/15 - At Maturity		1,250,000.00	1,250,000.00
SYS7860227169B	7860227169B	WF	1,000,000.00	0.350	08/15/2011	03/09/2011	0.345	0.350	08/15 - At Maturity		1,000,000.00	1,000,000.00
SYS7860227177	7860227177	WF	1,000,000.00	0.350	08/31/2011	03/09/2011	0.345	0.350	08/31 - At Maturity		1,000,000.00	1,000,000.00
SYS7860227185	7860227185	WF	1,000,000.00	0.350	09/15/2011	03/09/2011	0.345	0.350	09/15 - At Maturity		1,000,000.00	1,000,000.00
SYS7961416901	7961416901	WF	1,000,000.00	0.754	06/01/2012	09/30/2010	0.744	0.754	06/01 - At Maturity		1,000,000.00	1,000,000.00
SYS8786860653	8786860653	WF	1,500,000.00	0.250	10/14/2011	06/23/2011	0.247	0.250	10/14 - At Maturity		1,500,000.00	1,500,000.00
SYS8786860661	8786860661	WF	1,500,000.00	0.250	10/31/2011	06/23/2011	0.247	0.250	10/31 - At Maturity		1,500,000.00	1,500,000.00
Certificates of Deposit Totals			33,250,000.00	0.793			0.804			0.00	33,250,000.00	33,250,000.00
Money Market												
SYS4531558874A	4531558874A	GWB	6,556,891.97	0.550			0.542	0.550	07/01 - Monthly		6,556,891.97	6,556,891.97
SYS4531558874B	4531558874B	GWB	10,099,937.13	0.550			0.542	0.550	07/01 - Monthly		10,099,937.13	10,099,937.13
Money Market Totals			16,656,829.10	0.542			0.542	0.550		0.00	16,656,829.10	16,656,829.10
Commercial Paper Disc. -Amortizing												
0027A1XX2	0532-11	ABBEY	1,000,000.00		10/31/2011	04/25/2011	0.704	0.714	10/31 - At Maturity		996,377.50	997,661.67
0027A1XE4	0533-11	ABBEY	1,000,000.00	0.590	10/14/2011	04/25/2011	0.592	0.600	10/14 - At Maturity		997,181.11	998,279.17
0027A1WF2	0535-11	ABBEY	1,500,000.00	0.480	09/15/2011	04/25/2011	0.481	0.488	09/15 - At Maturity		1,497,140.00	1,498,480.00
0027A1VX4	0536-11	ABBEY	1,500,000.00	0.480	08/31/2011	04/25/2011	0.481	0.487	08/31 - At Maturity		1,497,440.00	1,498,780.00
4611K1WW1	0534-11A	INTESA	1,500,000.00	0.470	09/30/2011	04/25/2011	0.471	0.478	09/30 - At Maturity		1,496,905.83	1,498,217.91
4611K1WW1	0534-11B	INTESA	1,000,000.00	0.470	09/30/2011	04/25/2011	0.471	0.478	09/30 - At Maturity		997,937.23	998,811.95

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Commercial Paper Disc. - Amortizing Totals			7,500,000.00				0.522	0.529		0.00	7,482,981.67	7,490,230.70
Federal Agency Coupon Securities												
31331J2C6	0517-10	FFCB	1,500,000.00	0.790	11/12/2013	11/12/2010	0.779	0.790	05/12 - 11/12		1,500,000.00	1,500,000.00
31331KEV8	0537-11	FFCB	1,500,000.00	0.290	06/22/2012	04/28/2011	0.286	0.290	06/22 - 12/22	Received	1,500,000.00	1,500,000.00
31331KLC2	0538-11	FFCB	870,000.00	2.250	05/16/2016	05/16/2011	2.219	2.250	11/16 - 05/16		870,000.00	870,000.00
31331KNV8	0539-11	FFCB	1,000,000.00	0.600	06/14/2013	06/14/2011	0.592	0.600	12/14 - 06/14		1,000,000.00	1,000,000.00
31331KNR7	0540-11	FFCB	1,500,000.00	1.370	12/15/2014	06/15/2011	1.351	1.370	12/15 - 06/15		1,500,000.00	1,500,000.00
31331KPV6	0543-11	FFCB	1,000,000.00	1.400	12/23/2014	06/23/2011	1.381	1.400	12/23 - 06/23		1,000,000.00	1,000,000.00
313370CD8	0500-10	FHLB	2,500,000.00	1.250	07/29/2013	07/29/2010	1.233	1.250	01/29 - 07/29		2,500,000.00	2,500,000.00
3133XVRS2	0513-10	FHLB	2,000,000.00	1.000	12/28/2011	09/30/2010	0.352	0.357	12/28 - 06/28	Received	2,015,960.00	2,006,305.62
3133733R1	0526-11	FHLB	1,000,000.00	1.150	12/30/2013	03/30/2011	1.134	1.150	09/30 - 03/30		1,000,000.00	1,000,000.00
313373EZ1	0528-11	FHLB	1,000,000.00	1.750	04/28/2014	04/28/2011	1.726	1.750	10/28 - 04/28		1,000,000.00	1,000,000.00
313373EE8	0530-11	FHLB	3,500,000.00	1.420	05/30/2014	04/15/2011	1.356	1.375	05/30 - 11/30	Received	3,504,795.00	3,504,471.07
313373KC5	0531-11	FHLB	1,500,000.00	1.500	05/02/2014	05/02/2011	1.479	1.500	11/02 - 05/02		1,500,000.00	1,500,000.00
3133745F3	0542-11	FHLB	1,000,000.00	0.750	12/23/2013	06/23/2011	0.740	0.750	12/23 - 06/23		1,000,000.00	1,000,000.00
313374B33	0544-11	FHLB	1,000,000.00	1.400	12/30/2014	06/30/2011	1.381	1.400	12/30 - 06/30		1,000,000.00	1,000,000.00
3137EABY4	0503-10	FHLMC	1,500,000.00	2.125	03/23/2012	08/16/2010	0.513	0.520	09/23 - 03/23	Received	1,538,370.00	1,517,422.77
3137EABJ7	0529-11	FHLMC	3,000,000.00	3.500	05/29/2013	04/15/2011	0.834	0.846	05/29 - 11/29	Received	3,167,100.00	3,150,477.49
3134G2LE0	0541-11	FHLMC	1,500,000.00	2.125	06/16/2016	06/16/2011	2.096	2.125	12/16 - 06/16		1,500,000.00	1,500,000.00
3134G2LY6	0545-11	FHLMC	1,000,000.00	2.000	06/29/2016	06/30/2011	1.973	2.000	12/29 - 06/29	55.56	1,000,000.00	1,000,055.56
3136F9DU4	0478-10	FNMA	500,000.00	4.000	04/15/2013	01/05/2010	2.219	2.250	04/15 - 10/15	Received	527,485.91	515,000.78
31359MMQ3	0502-10	FNMA	1,300,000.00	6.125	03/15/2012	08/05/2010	0.493	0.500	09/15 - 03/15	Received	1,417,182.00	1,351,317.63
3136FPQH3	0514-10A	FNMA	1,500,000.00	1.200	07/21/2014	10/21/2010	1.184	1.200	01/21 - 07/21		1,500,000.00	1,500,000.00
3136FPQH3	0514-10B	FNMA	1,000,000.00	1.200	07/21/2014	10/21/2010	1.184	1.200	01/21 - 07/21		1,000,000.00	1,000,000.00
3136FP2N6	0523-11	FNMA	1,000,000.00	1.250	10/25/2013	01/25/2011	1.233	1.250	04/25 - 10/25		1,000,000.00	1,000,000.00
3135GOAV5	0525-11A	FNMA	1,500,000.00	1.800	06/02/2014	03/02/2011	1.854	1.880	06/02 - 12/02		1,496,250.00	1,496,631.41
3135GOAV5	0525-11B	FNMA	1,000,000.00	1.800	06/02/2014	03/02/2011	1.854	1.880	06/02 - 12/02		997,500.00	997,754.27
3136FRXN8	0546-11	FNMA	1,000,000.00	1.250	12/30/2014	06/30/2011	1.233	1.250	12/30 - 06/30		1,000,000.00	1,000,000.00
Federal Agency Coupon Securities Totals			36,670,000.00				1.183	1.199		55.56	37,034,642.91	36,909,436.60
Federal Agency Disc. - Amortizing												
31358DEP5	0501-10	FNMA	200,000.00	0.660	03/15/2012	08/05/2010	0.666	0.676	/ - Final Pmt.		197,844.00	197,844.00
Federal Agency Disc. - Amortizing Totals			200,000.00				0.666	0.676		0.00	197,844.00	197,844.00

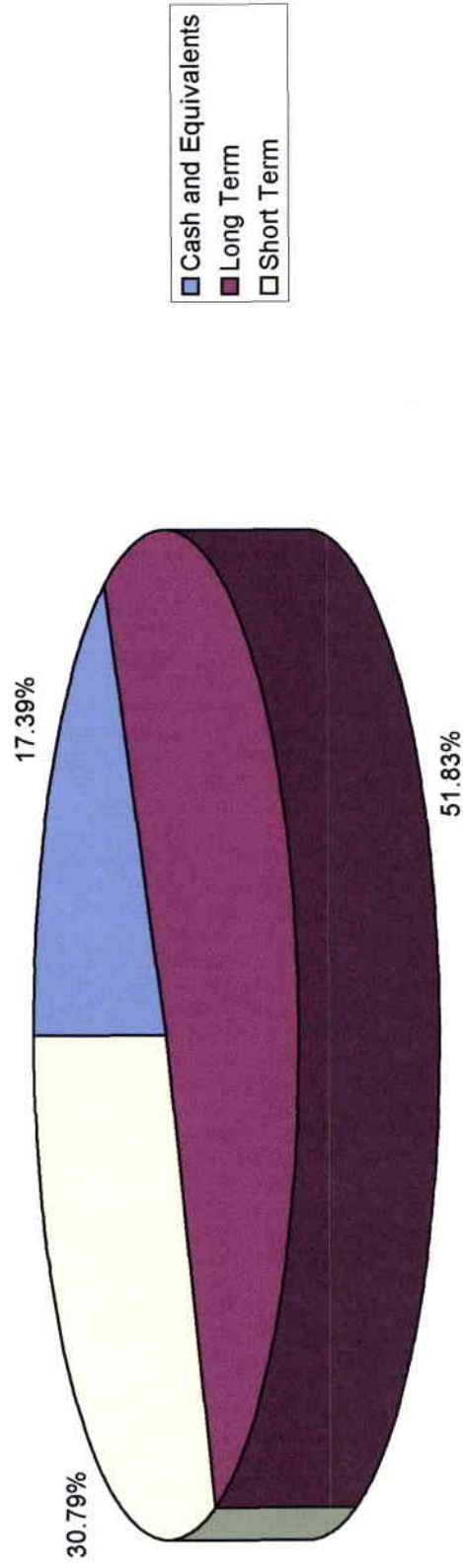
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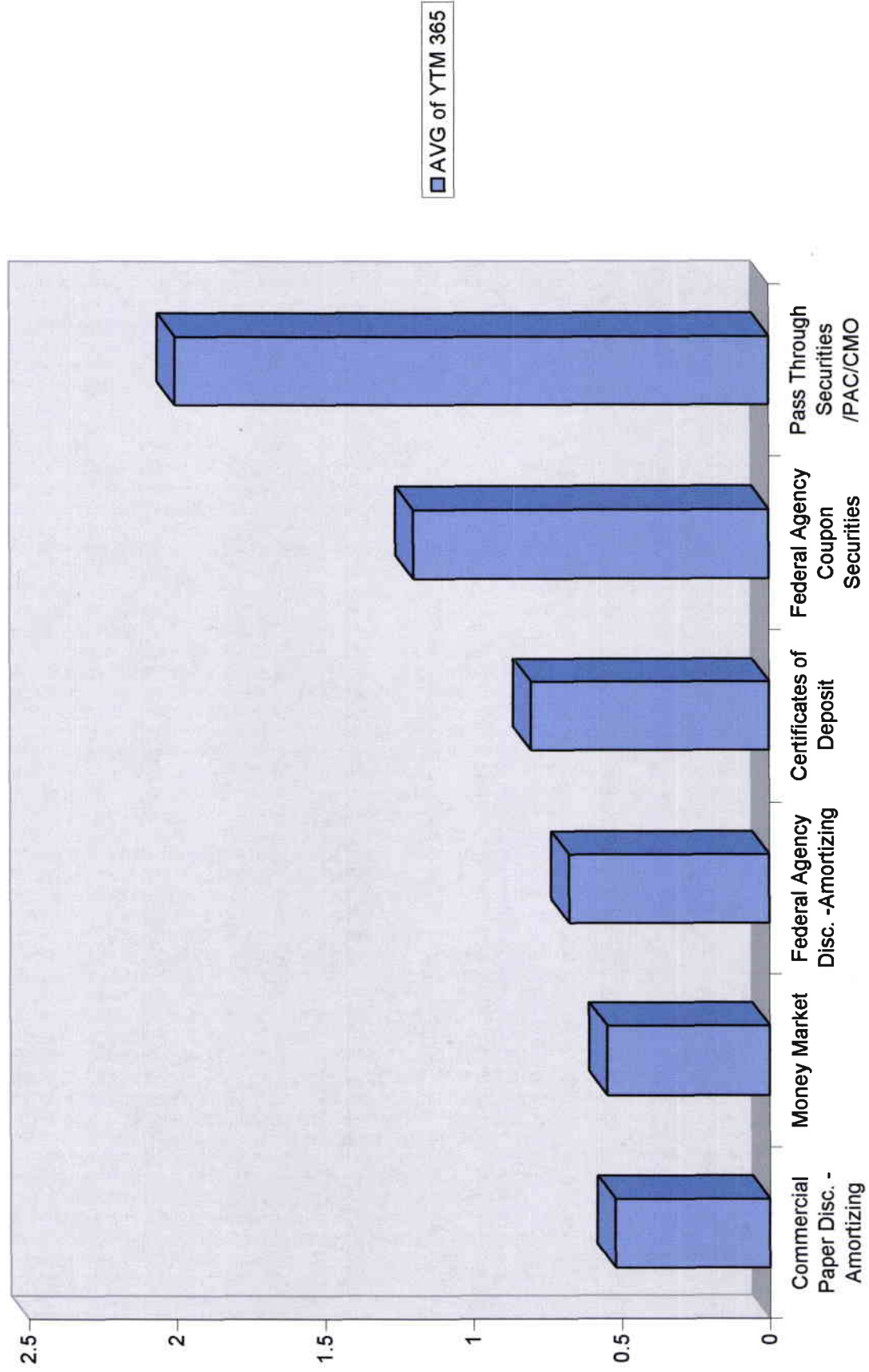
CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Pass Through Securities /PAC/CMO												
31371LTH2	0409-08	FNMA	3,673.48	3.500	07/01/2011	05/23/2008	3.428	3.475	06/25 - Monthly	Received	3,659.70	3,659.70
31371LV97	0425-08	FNMA	177,349.98	5.000	09/01/2011	09/30/2008	3.138	3.182	10/25 - Monthly	Received	180,259.63	180,259.63
31371L5H8	0439-09	FNMA	72,057.57	4.500	02/01/2012	01/27/2009	1.318	1.337	02/25 - Monthly	Received	74,759.73	74,759.73
31371L5G0	0440-09	FNMA	149,477.55	4.000	02/01/2012	01/27/2009	1.647	1.670	02/25 - Monthly	Received	153,588.18	153,588.17
31371LB99	0442-09	FNMA	143,003.52	4.500	08/01/2013	02/18/2009	2.576	2.612	03/25 - Monthly	Received	147,651.14	147,651.14
31371K3N9	0444-09	FNMA	74,218.24	5.500	03/01/2013	03/23/2009	2.138	2.167	04/25 - Monthly	Received	77,650.83	77,650.83
3136F6YK9	0453-09	FNMA	296,010.09	4.400	12/25/2012	05/28/2009	0.694	0.704	06/25 - Monthly	Received	309,793.06	309,793.06
31371LWX3	0454-09	FNMA	116,587.38	5.000	11/01/2013	06/16/2009	2.742	2.780	07/25 - Monthly	Received	121,214.44	121,214.44
31371LWX4	0458-09	FNMA	249,756.01	4.000	03/01/2014	09/18/2009	2.109	2.138	10/25 - Monthly	Received	258,185.27	258,185.27
31391FGK8	0462-09	FNMA	75,740.70	6.500	09/01/2012	09/25/2009	2.219	2.250	10/25 - Monthly	Received	79,527.73	79,527.73
31400GJZ9	0463-09	FNMA	81,055.04	6.000	01/01/2013	09/28/2009	2.059	2.088	10/25 - Monthly	Received	85,107.79	85,107.79
31371LWK1	0465-09	FNMA	69,688.70	4.500	10/01/2014	10/08/2009	2.252	2.284	11/25 - Monthly	Received	72,824.69	72,824.69
31371LVX4	0466-09	FNMA	59,082.06	4.000	09/01/2014	10/19/2009	2.056	2.084	11/25 - Monthly	Received	61,297.63	61,297.63
Pass Through Securities /PAC/CMO Totals			1,567,700.32				1.975	2.002		0.00	1,625,519.82	1,625,519.81
Investment Totals			95,844,529.42				0.898	0.910		55.56	96,247,817.50	96,129,860.21

Portfolio by Asset Class



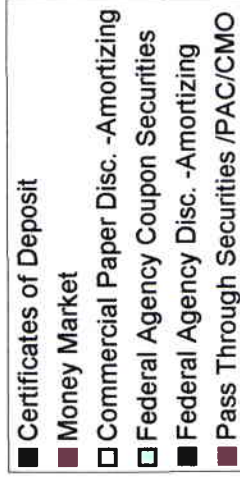
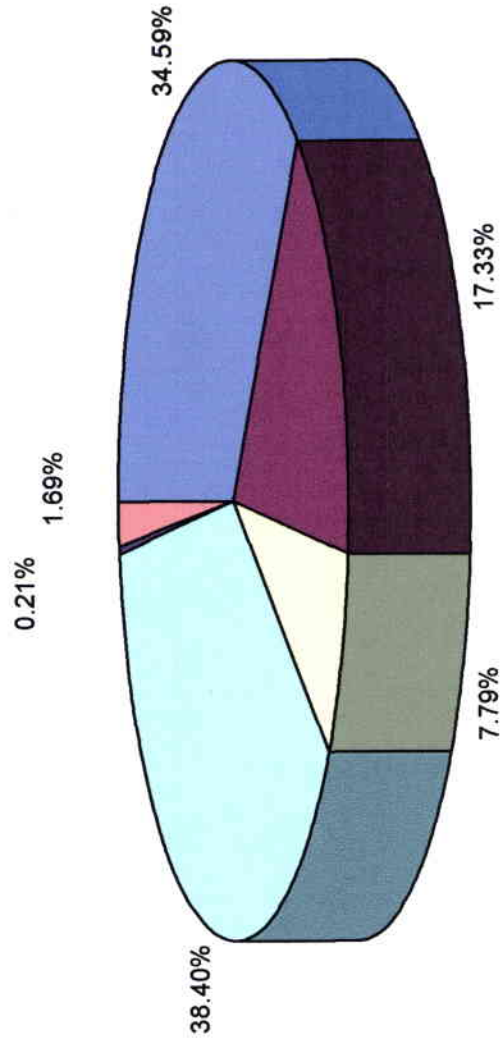
For Fiscal Year Ending June 30, 2011

Investment Yield by Type

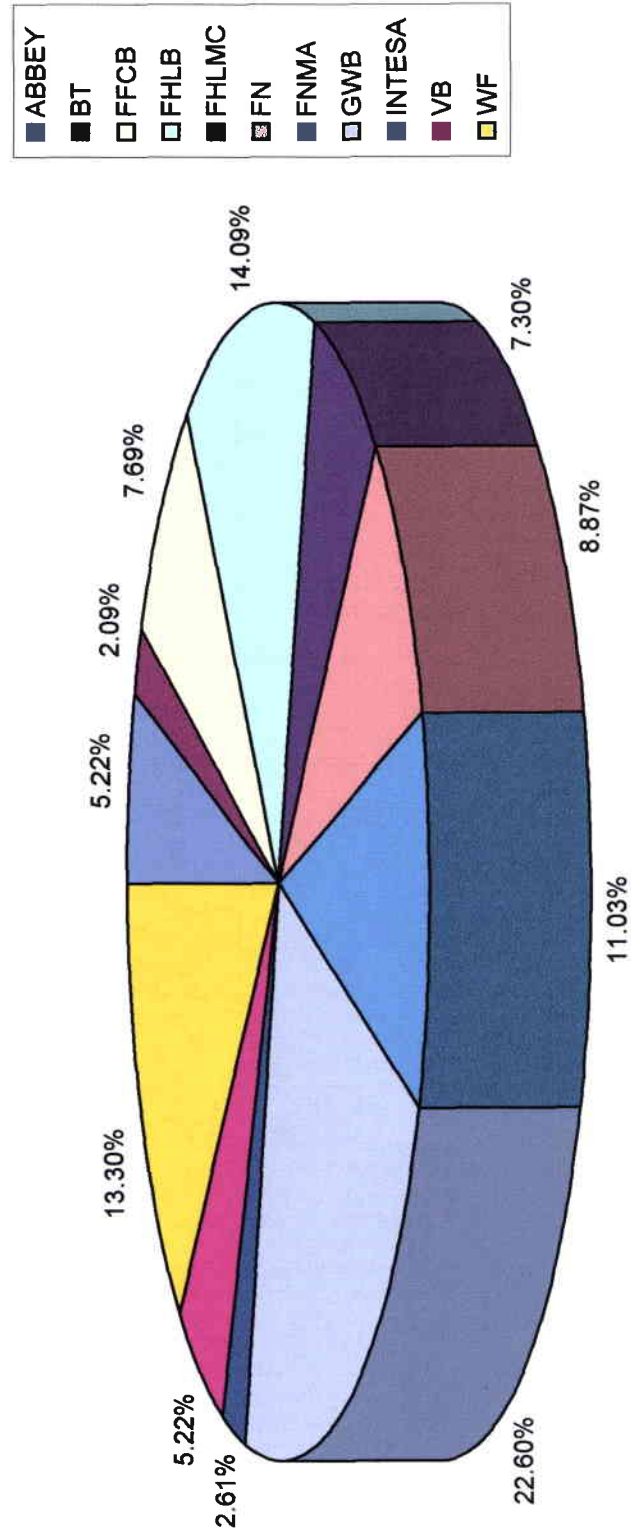


For Fiscal Year Ending June 30, 2011

Book Value By Investment Type



Par Value by Issuer Graph



COUNCIL ACTION FORM

SUBJECT: ENDORSEMENT OF IOWA DEPARTMENT OF ECONOMIC DEVELOPMENT APPLICATION FOR FINANCIAL ASSISTANCE FOR RURAL SOLUXIONS, LLC WITH LOCAL MATCH OF \$11,000 FUNDED BY THE AMES ECONOMIC DEVELOPMENT COMMISSION

BACKGROUND:

Rural Soluxions, LLC is a startup company having an association with a Georgia-based software development company called Xpanion. Rural Soluxions, LLC was founded with a business plan to provide software testing and quality assurance for software developed by Xpanion. A similar operation was successfully established by Xpanion in Kearney, Nebraska in 2006.

Over the next two to three years, Rural Soluxions, LLC expects to grow to 20 employees at the Ames location. Employees will have a starting wage of \$16.50 per hour, plus benefits. The project will require no infrastructure investment by the City, and expanded operations will be located in leased office space.

The Rural Soluxions, LLC application for assistance to the Iowa Department of Economic Development (IDED) will be reviewed for approval by the IDED later this month. The local match requested from the City is an \$11,000 zero interest loan, half of which is forgivable.

A review of the application determined that the created jobs did not meet the City's economic development assistance target pay rate of 130% of the Story County average wage rate for a high percentage of the jobs created. Additionally, the company's management team has limited experience and the proposed financing for the project does not include a capital contribution by Rural Soluxions, LLC. The application does not include the addition of any management employees at the Ames location, but the company has told the AEDC that at least one management employee will be working out of the Ames location.

Based on the City's evaluation parameters, staff would not recommend that the City provide the local match for this project. The company does have a business plan with a commitment for business from an established customer in Xpanion, and will be providing jobs at a wage rate that slightly exceeds 100% of the Story County average wage rate (currently \$16.34/hour). Based on this, the Ames Economic Development Commission (AEDC) has agreed to fund the local match of \$11,000.

For the IDED to continue consideration of this project, the City Council must adopt a resolution supporting the submittal of the Rural Soluxions, LLC application for IDED assistance. The commitment for the local match will be provided by the AEDC. If

Council supports this application for assistance while the AEDC provides the local match, the City will have no financial obligation for the project and will only be assisting with administration. Should it choose, Council itself could fund the match, which would create a City financial commitment for the project.

ALTERNATIVES:

1. Adopt a resolution supporting the submittal of an application from Rural Soluxions, LLC, requesting economic development assistance from IDED with no City commitment for a local match. The local match will be provided by the Ames Economic Development Commission in the form of an \$11,000 loan, half of which will be forgivable.
2. Adopt a resolution supporting the submittal of an application from Rural Soluxions, LLC, requesting economic development assistance from IDED with a City commitment for a local match. The local match will be provided by the City in the form of an \$11,000 loan, half of which will be forgivable.
3. Deny the application for assistance.

MANAGER'S RECOMMENDED ACTION:

The proposed project has the potential to provide expansion of jobs and lease of office space in Ames without additional public infrastructure. It does not, however, meet the City's economic development parameters for a local match from the City.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1, thereby adopting a resolution supporting the submittal of an application from Rural Soluxions LLC, requesting economic development assistance from IDED with the local match being provided by the Ames Economic Development Commission.

COUNCIL ACTION FORM

SUBJECT: U.S. HIGHWAY 69 DETOUR AGREEMENT

BACKGROUND:

The Iowa Department of Transportation (Iowa DOT) will be reconstructing U.S. Highway 69 from 190th Street (a.k.a. Moose Road) north to Story County E-18 during 2012. Access to Ada Hayden Park should not be affected by this construction. To facilitate these construction activities, the Iowa DOT has determined that it is necessary to detour through traffic on U.S. Highway 69 beginning at the Grand Avenue and 13th Street intersection, going easterly to I-35, then north to the E-18 exit.

The detour would be utilized only during the actual period of construction, which is planned to begin no later than May 1, 2012, and end no later than November 15, 2012.

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

The DOT first considered using East Riverside and Dayton Road for the detour. However, Story County plans to have Dayton Road under construction during the same period, which precludes using that route as a detour. Therefore, the next best route is to use East 13th Street to I-35. A map is attached showing the construction area and the detour route.

ALTERNATIVES:

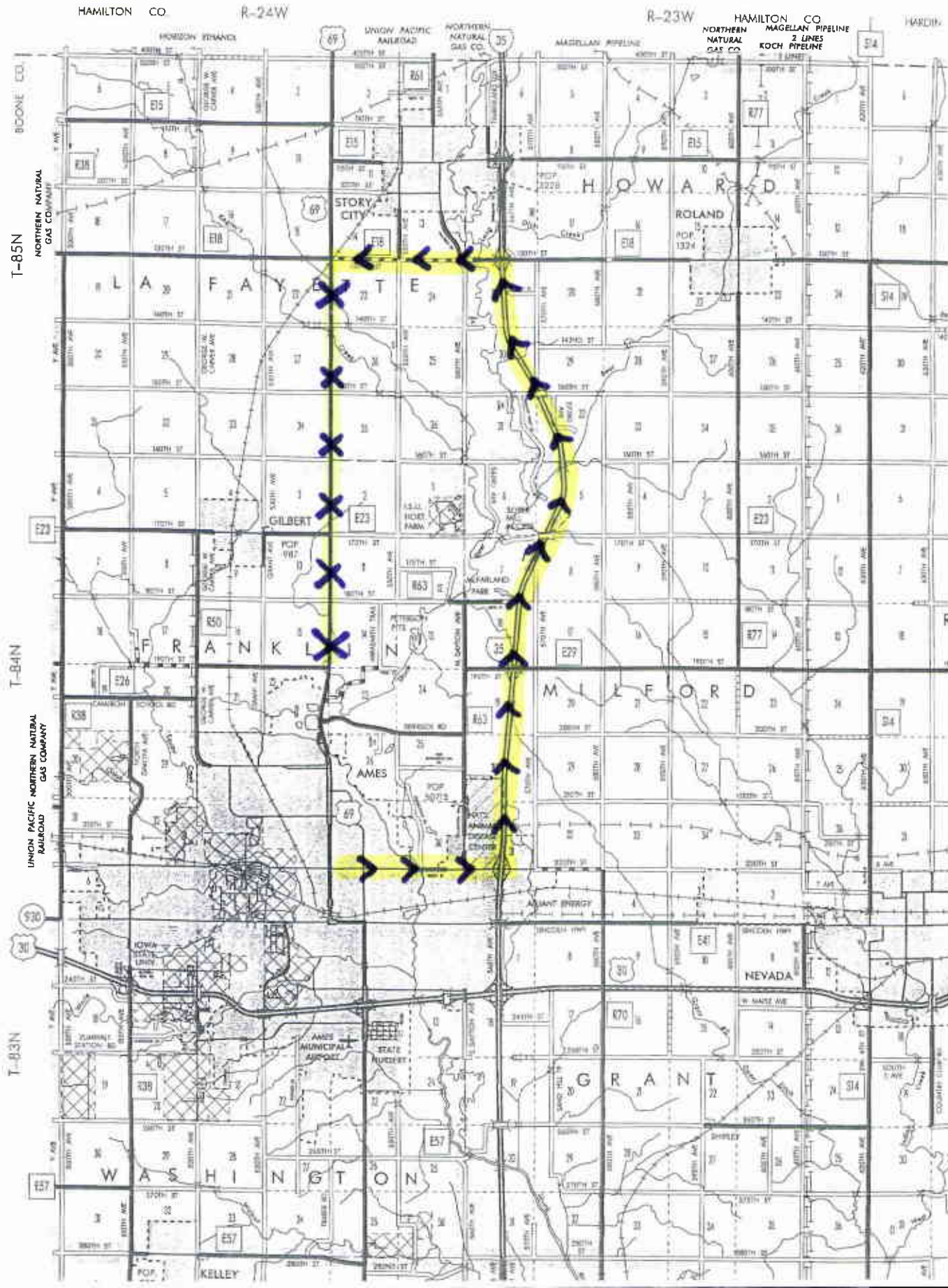
1. Approve the U.S. Highway 69 detour agreement with the Iowa DOT.
2. Do not execute the detour agreement, thus necessitating that the Iowa DOT to redevelop construction staging and traffic control plans.

MANAGER'S RECOMMENDED ACTION:

The proposed detours will allow the Iowa DOT to expedite the construction activities on U.S. Highway 69 while providing for the most effective management of traffic during the construction period. While public notification will be the responsibility of the Iowa DOT, the City will assist with public awareness efforts.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the U.S. Highway 69 detour agreement with the Iowa DOT.

XXXX Project Location
>>> Detour





Iowa Department of Transportation

AGREEMENT FOR USE OF LOCAL AGENCY ROADS AS DETOURS

This Agreement entered into this 21 day of July, 2011 by and between the Iowa Department of
Year

Transportation hereinafter known as the Party of the First Part; and the Ames ☒ City Council
hereinafter known as Party of the Second Part. ☐ County Board of Supervisors,

WHEREAS, The Party of the First Part has determined the necessity to

, and

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

WHEREAS, The Party of the Second Part agrees to permit the use of Ames local agency roads

13 Street as a detour, more particularly described as follows: From the US 69 and Story County E-18
intersection, thence eastward to the I-35 interchange No. 124 with Story County E-18, thence southward on I-35 to Exit 113 thence
westward on 13th Street to the US 69 intersection.

, and

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

WHEREAS, Party of the First Part agrees (pre-detour maintenance) NONE

, and

WHEREAS, Party of the First Part agrees to maintain the detour and provide all traffic control devices required by the Iowa MUTCD including the
marking of no-passing zones as specified in Section 3B-5 of the Iowa MUTCD during the period the local agency road(s) and structure(s) are being utilized
as a primary road detour and

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

WHEREAS, The detour period is estimated to begin May 1, 2012 and end November 15, 2012
(only for the period of construction)

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

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

Date: _____

District Engineer
Iowa Department of Transportation

Attest To: _____

Mayor _____ City

Chairperson _____ County

Board of Supervisors

Date: _____

City Clerk _____ City

Auditor _____ County

Date: _____

APPROVED TO FORM
BY Douglas R. Marek
DOUGLAS R. MAREK
CITY ATTORNEY

COUNCIL ACTION FORM

SUBJECT: 2010/11 WATER SYSTEM IMPROVEMENTS (WATER MAIN REPLACEMENT)

BACKGROUND:

The annual Water System Improvements program provides for replacing water mains in areas that are experiencing rusting water problems. It also provides for installing larger distribution mains in areas that have a high concentration of 4-inch supply lines, transferring water services from 4-inch water mains in streets where larger water mains exist, and abandoning 4-inch water mains. Eliminating duplicate water mains, where possible, improves water flow and helps reduce rusty water. Installing larger distribution lines in areas that have a high concentration of 4-inch supply lines and less than desirable fire-fighting capacity (predominately in the older areas of the community) provides larger supply quantities in relation to the current and proposed land uses, in accordance with the Land Use Policy Plan.

This particular project entails placing an 8-inch water main along South Duff Avenue (South 3rd Street to South 5th Street) to finish areas that were not repaired with the emergency work from the floods. The emergency work entailed placing 286 linear feet of water main to replace a section that was damaged during the floods. This project will complete the connection to S. 3rd Street and then place new water main to S. 5th Street from the ending point of the emergency project (just south of the Perkins driveway). This project will also include transferring of the water services to the new 8-inch water main and allow for the abandonment of the 4-inch water main.

Staff completed plans and specifications with estimated construction costs of \$164,370. Engineering and construction administration costs are estimated at \$20,000. This project is being considered an urgent repair and is not currently shown in the 2010/11 Capital Improvements Plan. However, there is adequate funding available to cover the additional expense of this project utilizing the remaining portion of the \$900,000 budgeted in the Water Utility Fund for the 2010/11 program.

The 2010/2011 Water System Improvements Program includes expenses as follows:

South Duff Avenue Water Main Replacement (this project)	\$164,370.00
South Oak Street Water Main Replacement (previous bid)	\$293,950.45
Water Service Transfers (previous bid)	\$247,488.00
Engineering and Contract Administration (all projects above)	<u>\$135,000.00</u>
	\$840,808.45

ALTERNATIVES:

1. Approve the 2010/11 Water System Improvements (Water Main Replacement) Program by establishing September 7, 2011, as the date of letting and September 13, 2011, as the date for report of bids.
2. Do not approve this project.

MANAGER'S RECOMMENDED ACTION:

This project is in an area of frequent main breaks which had a section replaced as an emergency repair during the 2010 flood. The new section is still tied to the water distribution system via older, 4-inch mains. This project will improve the reliability of the water system and improve water quality for our customers in this area.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving 2010/11 Water System Improvements (Water Main Replacement) by establishing September 7, 2011, as the date of letting and September 13, 2011, as the date for report of bids.



*Caring People
Quality Programs
Exceptional Service*

Memo

City Clerk's Office

TO: Mayor and Members of the City Council

FROM: City Clerk's Office

DATE: August 9, 2011

SUBJECT: Contract and Bond Approval

There are no Council Action Forms for Item Nos. 10 & 11. Council approval of the contract and bond for these projects is simply fulfilling a state code requirement.

/eab



Memo

City Clerk's Office

TO: Mayor and City Council

FROM: Diane Voss, City Clerk

DATE: August 5, 2011

SUBJECT: Item No. 12: Contract for Wood Distribution Poles for Electric Services

Additional review is necessary on the above item; therefore, it is not included in your packet. It is anticipated that the Council Action Form will be emailed to you on Monday.

/drv

COUNCIL ACTION FORM

Deleted: Jkp/BK/SLS

SUBJECT: WPC FACILITY BIOSOLIDS DISPOSAL OPERATIONS

BACKGROUND:

On August 24, 2010, City Council awarded a \$46,200 contract to Nutri-Ject Systems, Inc. of Hudson, Iowa to complete the first year of a contract for biosolids disposal at the City's Water Pollution Control (WPC) facility. The contract is renewable annually for up to a total of three years, dependent upon successful performance by the contractor each year. Unit rates for annual renewals are pegged to changes in the Consumer Price Index (CPI) and the Construction Cost Index (CCI). For the upcoming renewal period, the price adjustment is 3.2%.

All work on the first year's contract was completed to the satisfaction of staff and in accordance with the requirements of the contract. Council accepted completion of the work on January 11, 2011. Staff recommends award to Nutri-Ject Systems, Inc. for the second year of the agreement in the amount of \$47,680. The 2011/12 operating budget includes an allocation of \$100,000 for this work.

ALTERNATIVES:

1. Award a contract in the amount of \$47,680 to Nutri-Ject Systems, Inc. of Hudson Iowa for year two of a three-year agreement for biosolids disposal.
2. Do not award a contract at this time and direct staff to solicit new bids for biosolids disposal.
3. Do not award a contract and direct staff to pursue equipment purchases to allow staff to perform this operation using City resources.

MANAGER'S RECOMMENDED ACTION:

After an operational evaluation performed two years ago, it was determined that contracted biosolids disposal was the most cost-effective option. Competitive bids were solicited in the summer of 2010, and the low bid was below the engineer's estimate and within the approved operating budget.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving a contract in the amount of \$47,680 with Nutri-Ject Systems, Inc. of Hudson Iowa for year two of a three-year agreement for biosolids disposal.

COUNCIL ACTION FORM

SUBJECT: 2009/10 & 2010/11 NEIGHBORHOOD CURB REPLACEMENT PROGRAM

BACKGROUND:

This is the annual program for replacement of deteriorated curb and gutter in selected neighborhood areas. Deteriorated concrete curb and gutter were removed and replaced along Marston Avenue from 10th Street to 13th Street. The benefits included improved aesthetics for the neighborhood and reduced infiltration into the subgrade, which lowers future street maintenance costs.

On Wednesday, June 22, 2010, Council awarded the contract to TK Concrete, Inc. of Pella, Iowa, in the amount of \$105,971.30. Construction was completed in the amount of \$99,866.56

Engineering and construction administration were \$29,300, bringing total project costs to \$129,166.56. The project was in the Capital Improvements Plan with financing established in the amounts of \$150,000 from the Road Use Tax Fund. Remaining Road Use Tax Funds will be returned to the fund balance.

CONTRACTOR PERFORMANCE:

The contractor performed all work required in a timely fashion and coordinated with area residents on various access needs during the project.

ALTERNATIVES:

1. Accept the 2009/10 & 2010/11 Neighborhood Curb Replacement Program as completed by TK Concrete, Inc. of Pella, Iowa, in the amount of \$99,866.56.
2. Direct staff to pursue other options.

MANAGER'S RECOMMENDED ACTION:

By accepting this project, the City Council will have succeeded in its goal to strengthen and improve a local neighborhood by restoring public infrastructure in the Marston Avenue area.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the report of bids, approving the final plans and specifications, and awarding the 2009/10 & 2010/11 Neighborhood Curb Replacement Program as completed by TK Concrete, Inc. of Pella, Iowa, in the amount of \$99,866.56.

COUNCIL ACTION FORM

**SUBJECT: 2008/09 WATER SYSTEM IMPROVEMENTS
(WATER SERVICE TRANSFERS – 16th STREET AND ASH AVENUE)**

BACKGROUND:

The annual Water System Improvements program provides for replacing water mains in areas that are experiencing rusting water problems and in areas that have a high concentration of 4-inch supply lines. It also includes transferring water services from 4-inch water mains in streets where larger water mains exist and abandoning these 4-inch water mains.

The 2008/09 program locations for water service transfers were on 16th Street (Duff Avenue to Burnett Avenue) and Ash Avenue (Knapp Street to Lincoln Way). Duplicate water mains existed along all locations, but water services were not transferred to the larger main when installation was previously completed. Transfer of water services to the larger mains increases the water service for those customers affected and provides a higher quality water supply. Following transfer of services, the smaller mains were abandoned, which reduces maintenance in these areas.

On Wednesday, May 12, 2009, City Council awarded the contract to Ames Trenching & Excavating, Inc. of Ames, Iowa, in the amount of \$155,891.00. Construction was completed in the amount of \$169,865.20, including the unanticipated expense of abandoning a dead-end main which required removal and replacement of pavement on Lincoln Way. Additional expenses were also incurred due to this work being performed on a Sunday.

Summarized below are expenses for the 2008/09 Water System Improvements approved budget:

08/09 Downtown Pavement Improvements (Actual)	\$ 78,014
08/09 Concrete Pavement Improvements (Estimated)	\$165,805
08/09 Water System Improvements	
(Water Main – Kellogg) (Estimated)	\$205,068
08/09 Water System Improvements	
(Water Main – Billy Sunday Road) (Estimated)	\$139,000
08/09 Water System Improvements	
(Water Service Transfers) (Actual)	\$169,865
Engineering and Construction Administration (Estimated)	<u>\$137,800</u>
Total \$895,552	

This project was included in the 2008/09 Capital Improvements Plan with financing established in the amount of \$900,000 from the Water Utility Fund.

CONTRACTOR PERFORMANCE:

Ames Trenching & Excavating performed all work in a timely fashion and coordinated well with the paving contractors on 16th Street and on Ash Avenue. In addition to the items contained in the contract, Ames Trenching & Excavating performed water service abandonment work required due to unforeseen field conditions that caused a dead end water main/service to St. Thomas Aquinas Church that reduced water quality to the property.

ALTERNATIVES:

1. Accept the 2008/09 Water System Improvements (Water Service Transfers) as completed by Ames Trenching & Excavating, Inc. of Ames, Iowa in the amount of \$169,865.20.
2. Direct staff to pursue other options.

MANAGER'S RECOMMENDED ACTION:

This project provides improved quality and quantity of water for the adjacent customers and has been completed in accordance with the project standards and specifications.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the 2008/09 Water System Improvements (Water Service Transfers) as completed by Ames Trenching & Excavating, Inc. of Ames, Iowa in the amount of \$169,865.20.

Ames Police Department
Liquor License Renewal Criteria Form

Business name: Cy's Roost

Address: 121 Welch Avenue

Review Period: August 2010 – August 2011

3 of 3: Number of quarterly alcohol meetings attended during twelve-month renewal period.

18: Number of citations/arrests during twelve-month renewal period.

- 2 on premises with fake ID
- 11 on premises (unknown ID)
- 8/12/2010 – Fight in bar, resulted in an arrest for Public Intoxication and Disorderly Conduct
- 11/6/2010 – Manager spit on by patron resulting in arrest for public intoxication (BAC .200)
- 11/7/2010 – Call by bar about unruly patron, resulting in arrest for public intoxication (BAC .230)
- 1/29/2011 – Report of person arguing with bouncer resulting in public intoxication arrest (unknown BAC)
- 4/1/2011 – Report of fight in bar, patron threw a chair resulting in Disorderly Conduct arrest

39: Number of calls for service in and around the business during twelve-month renewal period.

- Disorderly Conduct – 4
- Public Intoxication – 4
- Alarms – 15
- Fight – 2
- Assault – 3
- Noise – 2

1: Number of fire code violations during twelve-month renewal period.

- 1 warning for overcrowding on 10/24/2010 (250 patrons)

73: Number of fake or altered IDs turned in during twelve-month renewal period.

90% +: Percentage of employees who have attended police ID training during twelve-month renewal period.

List of any additional precautions employed by the business to assist in preventing underage on premise or consumption:

☐

Electronic ID handheld

☒

Additional Training – see narrative

☐

ALS (Alternative Light Sources)

☐

Alarms

Other: _____

Incentives for confiscated DLs ☒ Yes ☐ No

- \$10 per ID paid to confiscating employee

Level of cooperation extended to police by bar employees:

☒

High

☐

Medium

☐

Low

- High Level of Cooperation – Responds to requests for improvements made by the Police Department or Inspections as soon as possible. Calls for assistance where appropriate before the situation gets “out of hand”. High attendance at ID training. Fake IDs turned over to Police Department.
- Low Level of Cooperation – Does not respond to reasonable requests made by the Police Department or Inspections. Lets problems get out of hand before calling for help. Low or no attendance at ID training. No effort to seize fake IDs.

Average Occupancy:

☐

High

☒

Medium

☐

Low

- High: At or near capacity each night of operation
- Medium: At capacity on some nights and fewer patrons on other nights
- Low: Rarely at capacity

Fire Code Occupancy

☐

High

☒

Medium

☐

Low

- High – 200 – 300 Fire Code Occupancy
- Medium – 100 – 200 Fire Code Occupancy
- Low – Under 100 Fire Code Occupancy

Fire Inspection Comments:

Health and Sanitation Comments:

Building Inspection Comments:

Additional Comments: Cy’s Roost has made a number of improvements in performance during the past 12 months. They have reduced the number of on premise violations from 29 to 13 and calls for service from 58 to 39. The officers who routinely work this area have said that the staff does a good job of keeping underage individuals out of the bar and will immediately remedy anything that requires their attention.

Police Department’s liquor license renewal recommendation: ☒ YES ☐ NO
--

Report Submitted by : Commander Geoff Huff

Applicant

Name of Applicant: LJPS, Inc

Name of Business (DBA): Olde Main Brewing Co

Address of Premises: ISU Alumni Center, 420 Beach Ave, Second Floor

City: Ames County: Story Zip: 50010

Business Phone: (515) 232-0553

Mailing Address: 316 Main St

City: Ames State: IA Zip: 50010

Contact Person

Name: Jamie Courtney

Phone: (515) 291-8346 Email Address: jcourtney@oldemainbrewing.com

Classification: Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 08/10/2011

Expiration Date: 08/14/2011

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 286196 Federal Employer ID # 770613629

Ownership

Len GriffenFirst Name: LenLast Name: GriffenCity: BethesdaState: MarylandZip: 20817Position Vice President% of Ownership 25.00 %

U.S. Citizen

Scott GriffenFirst Name: ScottLast Name: GriffenCity: AmesState: IowaZip: 50010Position President% of Ownership 50.00 %

U.S. Citizen

Sue GriffenFirst Name: SueLast Name: GriffenCity: BethesdaState: MarylandZip: 20817Position Treasure% of Ownership 25.00 %

U.S. Citizen

Insurance Company InformationInsurance Company: Illinois Casualty Co

Policy Effective Date:

Policy Expiration Date:

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

Applicant

Name of Applicant: LJPS, Inc

Name of Business (DBA): Olde Main Brewing Co

Address of Premises: ISU Alumni Center, 420 Beach Ave, Second Floor

City: Ames County: Story Zip: 50010

Business Phone: (515) 232-0553

Mailing Address: 316 Main St

City: Ames State: IA Zip: 50010

Contact Person

Name: Jamie Courtney

Phone: (515) 291-8346 Email Address: jcourtney@oldemainbrewing.com

Classification: Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 08/19/2011

Expiration Date: 08/23/2011

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 286196 Federal Employer ID # 770613629

Ownership

Len GriffenFirst Name: LenLast Name: GriffenCity: BethesdaState: MarylandZip: 20817Position Vice President% of Ownership 25.00 %

U.S. Citizen

Scott GriffenFirst Name: ScottLast Name: GriffenCity: AmesState: IowaZip: 50010Position President% of Ownership 50.00 %

U.S. Citizen

Sue GriffenFirst Name: SueLast Name: GriffenCity: BethesdaState: MarylandZip: 20817Position Treasure% of Ownership 25.00 %

U.S. Citizen

Insurance Company InformationInsurance Company: Illinois Casualty Co

Policy Effective Date:

Policy Expiration Date:

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

COUNCIL ACTION FORM

SUBJECT: REQUESTS FROM AMES CONVENTION & VISITORS BUREAU FOR ALL-AMERICAN WEEKEND

BACKGROUND:

The Ames Convention and Visitors Bureau, along with the Iowa Street Rod Association and Main Street Cultural District (MSCD), plan to host the 10th Annual All-American Weekend (AAW) during Labor Day weekend this year. Downtown activities will begin on Saturday, September 3, and will run through Sunday, September 4, 2011. The weekend will feature a barbeque competition, the Iowa Street Rod Association Car Show, and a concert sponsored by Olde Main Brewing Company.

Several requests are being made of the City Council to help facilitate these AAW activities. These requests include:

1. Closure of 5th Street, from Clark Avenue to Douglas Avenue; Burnett Avenue, from Main Street to 6th Street; and City Parking Lot N (east of City Hall), from 6:00 a.m. Saturday to 5:00 p.m. Sunday for barbeque competition
2. Closure of Main Street, from Clark Avenue to Kellogg Avenue, from 6:00 a.m. to 11:00 p.m. Saturday, September 3. This area will include the Farmers' Market, Car Show, and concert.
3. Closure of Main Street, from Kellogg Avenue to the CBD drive aisle; Kellogg Avenue, from the CBD Lot to the alley between Main Street and Fifth Street; and Douglas Avenue, from Main Street to the alley, on Saturday from 6:00 a.m. to 4:00 p.m.
4. Approval of an Outdoor Service Area on the 300 block of Main Street for Olde Main Brewing Company
5. Waiver of fee for electricity costs
6. Free parking for entire Central Business District and waiver of meter fees
7. Blanket Temporary Obstruction Permit for the Main Street Cultural District
8. Blanket Vending Permit for the Main Street Cultural District
9. Waiver of fee for Blanket Vending Permit

The approximate loss to the Parking Fund for the waiver of meter fees for the Central Business District would amount to approximately \$400, which excludes the Farmers' Market meters and hours (which has already been approved by Council). Electricity costs would amount to approximately \$5 - \$10.

Event organizers and the MSCD have notified businesses in the area that will be affected by the closures, and feedback has been very positive. Volunteers will be stationed at barricades to ensure that vehicles can get into and out of the one-way lanes through Noon

on Saturday. Olde Main Brewing Company is working with the Police Department to ensure only those of-age will have access to alcohol at the concert on Saturday evening. They will hire an off-duty Police Officer to assist with crowd control.

ALTERNATIVES:

1. The City Council may approve the requests to facilitate the All-American Weekend activities as requested above.
2. The City Council may deny these requests.

MANAGER'S RECOMMENDED ACTION:

The All-American Weekend will provide our citizens with an opportunity to enjoy family-oriented outdoor activities while celebrating the Labor Day holiday. The Main Street Cultural District has given its support of the event, and it is hoped that by moving the activities to Saturday and Sunday there will be fewer businesses affected by the road closures.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the various street closures and waivers.



The All American Weekend committee wants to let you know about the details about this year's All American Weekend - planned for Labor Day weekend -September 2nd, 3rd and 4th. The planning committee wants to make sure that the businesses that will be affected know that the event is being planned, and know what potential streets etc may be affected on the days of the event(s). (Please see attached map.) We would also like to address any questions or input that you may have.

Overview of All American Weekend:

Friday September 2nd

The 5th Annual **Captain Midnight's run for Cystic Fibrosis, 7:00 pm North Grand Mall. Pre-registered runners \$15, Race Day registrants \$20. For more information please contact Jeff Margrett jamargrett@hotmail.com or 515-450-5697 www.captainmidnight.zapevent.com

The Ames Foundation will host **Deuces Wild, a dueling piano duo, ISU Knapp-Storms Dining Complex. Doors open at 7:00 pm and the performance begins at 8:00 pm Tickets, \$25 in advance, \$35 at the door. Purchases by cash or check may be made at University Blvd. Visitor Information Booth; Golf USA , 1628 S. Duff Avenue ; Coe's Flowers and Gifts, 2619 Northridge Parkway. Credit card purchases can be made at Gallery 319, 310 Main St . For more information please contact Joyce Vegge <http://www.amesfoundation.org> or call 515-292-1228.

Saturday, September 3rd

****All American Car Show**, put on by members of the Iowa Street Rod Association. The public is welcome to come downtown to view these fantastic cars, free entry! Proposed for Main Street (See map), Registration 8:00 am to 12:00 pm, Awards at 3:00 pm For more information please contact John Vetter 515-231-3031.

****Ames Main Street Farmers' Market**, Main Street 400 block, This event is free and open to the public! 8:00 am to 1:00 pm For more information please contact the Main Street Cultural District, Tom Drenthe at 515-233-3472.

****All American BBQ Bash**, a professional BBQ Competition welcoming teams from around the Midwest. The public will be welcome to come downtown to see what competitive barbeque is all about! Team set-ups range from large to small and many different styles of smokers are used. Proposed for Burnett and 5th Streets, and City Parking lot East of City Hall (see attached map) The majority of teams are not able to offer samples of BBQ to the public, but don't worry - there will be great BBQ available! Five professional teams will be set up for vending on Saturday 11:00 am – 10:00 pm For more information please contact Sonya Newstrom, stoltzso@yahoo.com or 515-451-3584.

****ISU Football Game**, 6:00 pm

****Olde Main Beer Garden**, Proposed for 300 Block of Main Street, 5:00 pm to 10:30 pm, DJ 4:00 to 7:30, Eldorado band 7:30 – 10:30 pm For more information please contact Jamie Courtney at 515-232-0553.

Sunday, September 4th

**All American BBQ Bash cntd. Professional teams turn in to judges 12:00 pm – 1:30 pm, awards at 4:00 pm.

Please join us for some or ALL of the AAW events!



August 5, 2011

Mayor and City Council
City of Ames
515 Clark Ave
Ames, IA 50010

Dear Mayor Campbell and City Council,

The Main Street Cultural District (MSCD) is pleased with the number and quality of events taking place in downtown Ames this summer. Events and promotions are an important aspect to the vitality of our downtown and the community; and so we would like to express our support of the *All American Weekend* events taking place within the cultural district on September 3 and 4.

The MSCD is fully in support of this event including the BBQ Bash, Beer Garden, Car Show, and the Ames Main Street Farmers' Market, and ask that Council requests be granted. Thank you for your consideration and your continued support of the Main Street Cultural District. We hope to see you downtown during All American Weekend.

Sincerely,

Tom Drenthe
Event Coordinator
Main Street Cultural District

Cc: Jeff Benson

Main Street's All American Weekend (September 3rd - 4th) - CLOSED ROADS IN DOWNTOWN AMES -

All day Saturday



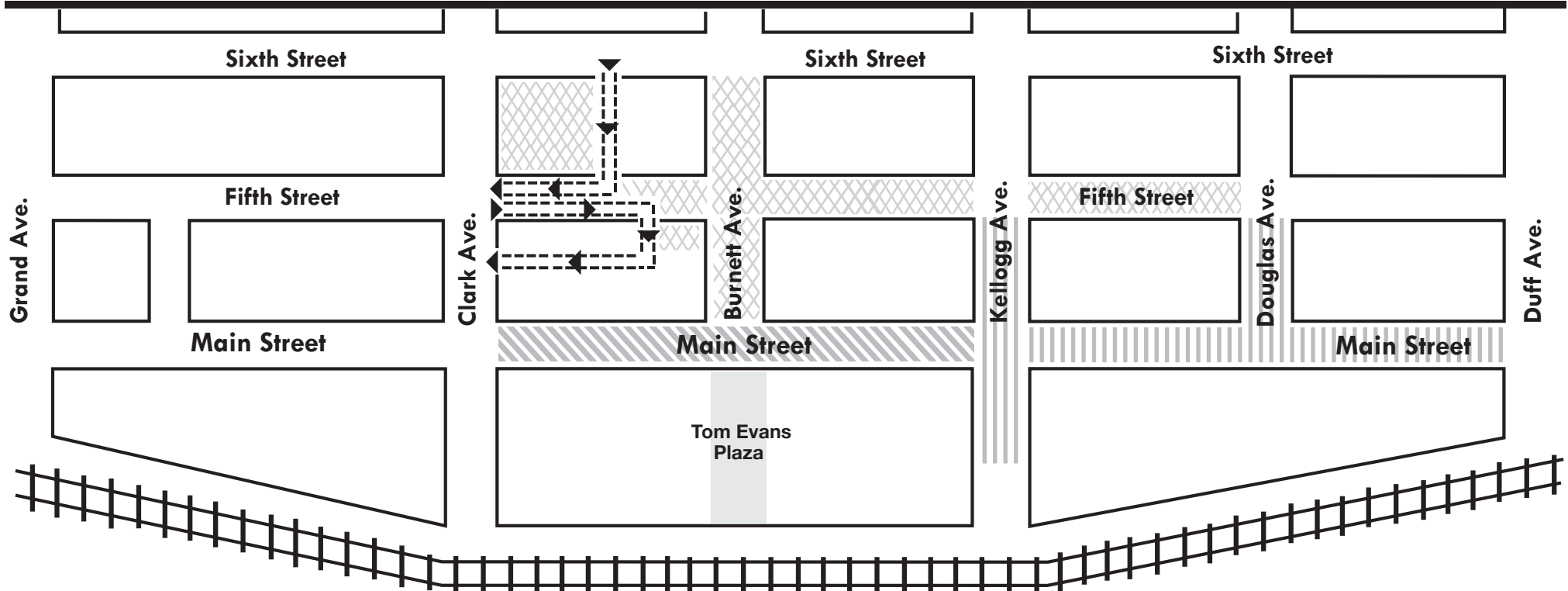
Saturday 6am - Sunday 5pm



Saturday 6am-4pm



One-way open lane for business traffic until noon on Saturday



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COUNCIL ACTION FORM

**SUBJECT: REQUEST FOR WAIVER OF SUBDIVISION REGULATIONS –
MATTHEW’S SUMMIT**

BACKGROUND:

At the July 26 City Council meeting, Council referred to staff a letter from Mark Gannon seeking a waiver of the subdivisions standards (Attachment 1). Mr. Gannon is proposing a 5-lot subdivision of land named Matthew’s Summit Subdivision at East Riverside Road and Stagecoach Road northeast of Ames in rural Story County. A location map is shown on Attachment 2. A small street lot is also being created which will be dedicated to the County.

A portion of the proposed subdivision is subject to the provisions of the Ames subdivision regulations because it lies within the Rural Transitional Residential area of the Urban Fringe Plan. Another portion of the site lies within the Rural Residential area of the Plan, which exempts the City from review of the subdivision because of provisions in the recently adopted 28-E agreement.

Mr. Gannon requests a waiver of the design and improvement standards otherwise applicable in the Rural Transitional Residential area. These standards define the minimum public infrastructure standards, including public water, sanitary sewer, storm water, and street improvements including street trees and sidewalks. In this instance, no public improvements are necessary since the site is served by rural water and on-site septic systems. No streets are proposed as each lot has frontage on an existing paved street.

Mr. Gannon also requests a waiver from the requirement that a preliminary plat be prepared. Under the City’s subdivision standards, any subdivision greater than three lots is classified as a major subdivision that requires a preliminary plat. Mr. Gannon is also requesting a waiver from the County’s requirement for a preliminary plat.

As stated above, the proposed subdivision straddles two different land use designations of the Urban Fringe Plan. The Plan shows that frontage along East Riverside Road is Rural Transitional Residential while Stagecoach Road is Rural Residential. An excerpt of the Plan map is shown on Attachment 3. The terms of the 28-E agreement have given subdivision jurisdiction in some areas of the plan (including Rural Residential) to the County while the City and County retain joint jurisdiction in other areas (including Rural Transitional Residential).

For those areas of the proposed subdivision that lie within the Rural Transitional Residential area, the Plan requires a density of 1.00 to 3.75 units per acre. The lots lying within that designation (Lots 1 and 2) meet this standard. Within the Rural Residential area, the Plan

allows a maximum density of one unit per acre. The lots within that designation (Lots 3, 4, and 5) meet that standard.

Since two of the lots lie with the Rural Transitional Residential area, the City will request that the plat application include the three covenants that usually accompany rural subdivisions. These covenants bind the owners and successors to (1) agree to annexation at the time the City requests, (2) waive objections to assessments that may be imposed in the future if public improvements are brought to the site as an assessment project, and (3) pay any fees associated with the buy-out of rural water. The covenants would apply only to Lots 1 and 2, which lie within the Rural Transitional Residential designation.

Since there is no public infrastructure, the requirement that a preliminary plat be submitted can be waived since the preliminary plat is intended to identify and evaluate the proposed public improvements. Without the requirement for a preliminary plat, the proposed subdivision would then be classified as a minor final plat.

If the waivers are granted by the City and the County, Mr. Gannon can then submit an application for a minor final plat to the City and the County. However, the agreement states that the plat will be forwarded to the County for action only after the City approves it.

ALTERNATIVES:

1. The City Council can approve this request to waive the City's design and infrastructure standards for subdivisions and to waive the requirement for a preliminary plat for the proposed five-lot residential subdivision on East Riverside Road and Stagecoach Road, subject to submittal of the standard signed covenants for Lots 1 and 2. The waiver will take effect if, within six months following the date of the resolution, signed covenants and an application for the final plat are submitted to the City. The waiver would be valid only for this division, and any subsequent division of land would need to request a new waiver.
2. The City Council can deny the request to waive the City's design and infrastructure standards for this proposed subdivision. This alternative would require the developer to prepare and submit a preliminary plat indicating how the standards will be met.
3. The City Council can refer this request back to staff and/or the applicant for additional information.

MANAGER'S RECOMMENDED ACTION:

The proposed plat is the first division of land requested by a property owner in the fringe area since the adoption of the 28-E agreement. While the Plan provides a better process for subdivision review and a clearer understanding of jurisdictional responsibility, depending on where a proposed subdivision is located there will still be anomalies that the Plan and agreement did not anticipate. This subdivision, straddling two Plan designations, is one such anomaly.

If the proposed subdivision were entirely in the Rural Residential area, the City would not review or act on the plat nor would the City need the covenants. If the proposed subdivision were entirely in the Rural Transitional Residential area, both the City and County would review and act on the plat. The City would be asked to grant waivers and the City would require the covenants.

Approval of this waiver of the City's design and infrastructure standards is consistent with past practices of the City Council and with the policies and intent of the Ames Urban Fringe Plan. The six-month time limit is standard practice and ensures that approved waivers will not remain outstanding indefinitely. Approving the waiver of the preliminary plat requirements is appropriate since there are no public improvements needed by this division of land.

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

ATTACHMENT 1

July 21, 2011

Ames City Council
Ames City Hall
515 Clark
Ames, Iowa 50010

Re; Matthew's Summit Subdivision – Stagecoach Road and East Riverside Road, Ames, Ia

Dear City Council Members:

We are in the process of developing a five lot subdivision at the SW corner of East Riverside Road and Stagecoach Road that is in Story County but joint oversight authority between the City of Ames and Story County. We are requesting a waiver from the Design and Infrastructure Standards and a waiver of the requirement for a Preliminary Plat. The reason for this request is that rural water through Central Iowa Rural Water is available now and there is not sewer infrastructure anywhere near the area thus septic systems will be installed for the residential homes according to Story County Standards. As I understand it these facts would lend themselves to a possible waiver and this helps us speed up the approval process.

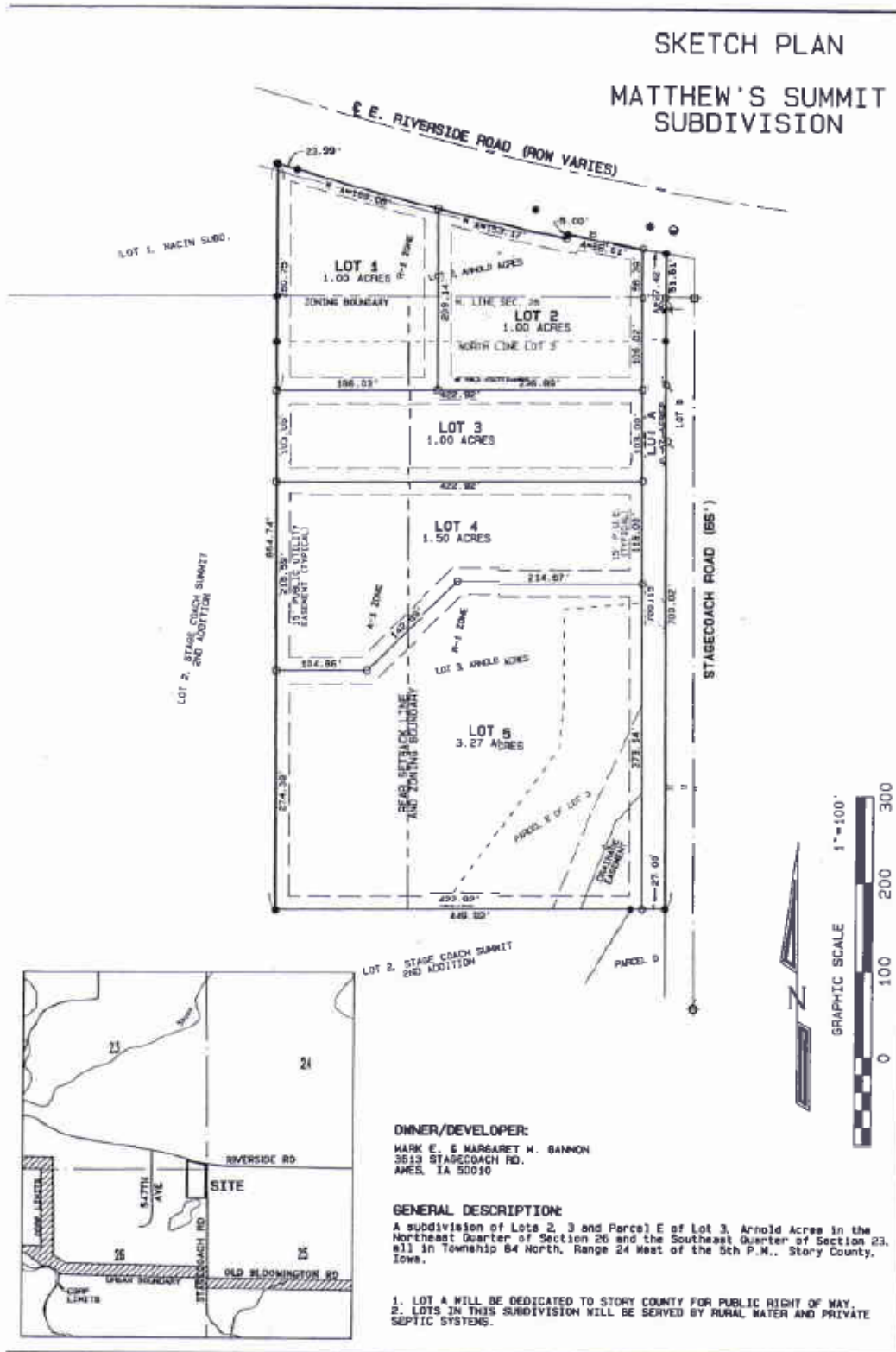
A copy of the Sketch Plan is attached.

We appreciate your consideration.

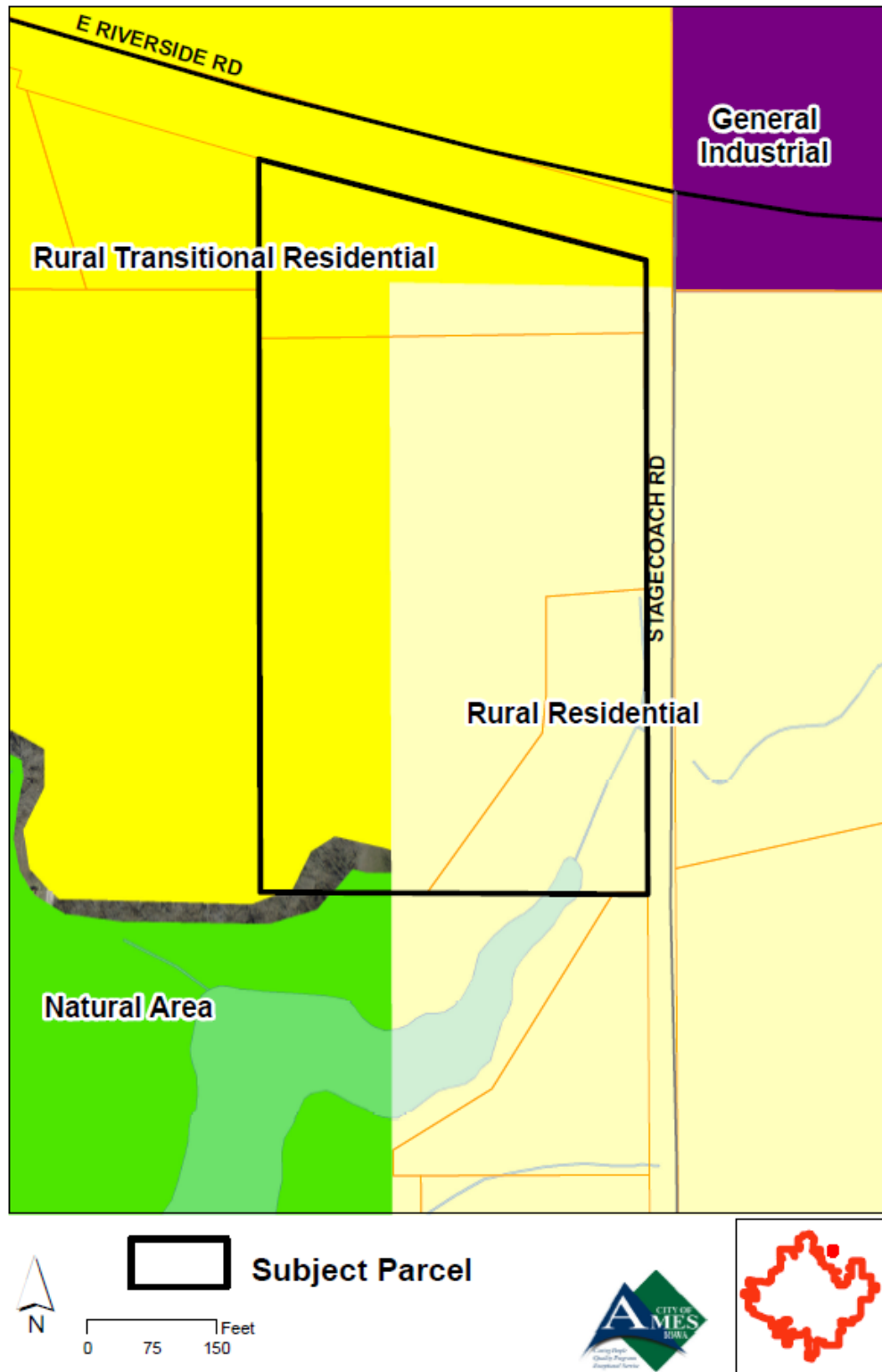
Thank You,

A handwritten signature in black ink, appearing to read "Mark A. Starn", written over the printed text "Thank You,".

ATTACHMENT 2



ATTACHMENT 3



ITEM #21

Staff Report

REQUEST FROM RANDALL CORPORATION TO MODIFY DEVELOPER'S AGREEMENT FOR THE GRAND ASPEN SUBDIVISION, 4TH ADDITION

August 9, 2011

Background:

On August 4, 2011, the City Council received a letter from Scott Renaud representing the Randall Corporation and Campus Crest Ames L.L.C., requesting modification to Paragraph #3 of the Developer's Agreement for Grand Aspen's 4th Addition. You will recall that the City Council previously approved a request from the Randall Corporation to facilitate the development of the Campus Crest apartment development by accelerating the construction of the Grand Avenue Extension project from S. 16th Street north to serve as the entry road to the new apartment complex.

In return for this accelerated commitment to construct this segment of public street, the City required the property owner at the time, the Randall Corporation, to commit to construct a second lane on the south side of S. 16th Street to complete the widening of the street adjacent to non-University property. Rather than require a bond or letter of credit to secure this commitment, the Developer's Agreement provided that "the City shall not issue any occupancy permits for the site until the construction of the fourth lane is completed to the satisfaction of the City's Engineer." (See paragraph 3 of attached agreement.)

Normally, this type of request would be placed around the Council dais and a decision would be first made whether or not to refer the item to the staff to be placed on a future agenda. In this instance, time is of the essence. The new owner, Campus Crest Ames L.L.C., has indicated to our Inspections staff that they intend to be ready for occupancy of the first building by August 15th, which is prior to the Council's next meeting after the July 9th meeting. If normal protocol is followed, the Inspections staff will be required to deny occupancy on August 15th, even if all other code requirements have been met.

In order to avoid this detrimental situation for the new owner, the Randall Corporation and Campus Crest Ames L.L.C. are requesting that the last line of paragraph 3 be stricken. It is their position that this security is no longer needed since the required fourth lane is under contract to Con-Struct of Ames to be completed by November/December of this year. That work will be completed by Con-Struct in conjunction with their contracted work for the City to extend Grand Avenue.

Options:

- 1) As requested, the City Council can modify the Developer's Agreement by eliminating the last line of paragraph 3 if the City Council is confident that there is

no longer a need to secure the obligation to construct the fourth lane along S. 16th Street, since a contractual obligation now exists with Con-Struct Inc. to complete the project in November/December.

- 2) The City Council can modify the last line in paragraph 3 of the Developer's Agreement by requiring the City to withhold occupancy permits on only some portion of the apartment buildings until the street widening is completed. Under this option, at least the first buildings that are completed before November can be occupied.
- 3) The City Council can modify the Developer's Agreement by eliminating the last line of paragraph 3, but add a requirement for a bond or letter of credit to secure the promise to complete the street widening by November/December. Under this option, all of the buildings can be occupied when ready.
- 4) The City Council can deny the request to modify the Developer's Agreement by eliminating the last line of paragraph 3. Under this option there is a likelihood that the Inspections Division will be required to deny occupancy of buildings even if they meet all other code requirement. This will cause inconvenience to both The Grove and to its tenants.

Staff Comments:

It should be noted that the original agreement called for the City's obligation to construct the Grand Avenue Extension project by May 1, 2011 as long as the Developer had obtained a building permit, zoning permit, or any other permit of the City with respect to any excavation, or construction on the site by March 1, 2011. (Site plan documents were conditionally approved on March 28, 2011 and a building permit was issued on April 6, 2011.) However, in order to take advantage of available federal funding that would reduce the needed property tax support, the City needed to delay the completion of the project.

Arrangements have been made with the property owner to allow access into the site prior to the completion of the City's project. Therefore, it should be pointed out that the City itself has taken additional time to complete its obligation as compared to the date originally agreed to with the property owner. Granting additional time for the Developer to complete its obligation seems fair. The main question is how, or if, this obligation needs to be secured.

**CONTRACT DOCUMENTS
FOR
SOUTH 16TH STREET LANE WIDENING
DIVISION 3 – SOUTH SIDE LANE
RANDALL CORPORATION**

Ames, Iowa

2011



**FOX Engineering, Inc.
1601 Golden Aspen Drive, St. 103
Ames, Iowa 50010
(515) 233-0000
(800) 433-3469**

FOX Project Number 5032-06A

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Randall Corporation ("Owner") and
Con-Struct, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: lane widening and paving, and associated miscellaneous work.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **South 16th Street Lane Widening - Division 3 - South Side Lane**

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by FOX Engineering Associates, Inc., 1601 Golden Aspen Drive Suite 103, Ames, Iowa, 50010 (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Date for Completion and Final Payment*

- B. The Work will be substantially completed by June 15, 2011 and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before July 1, 2011.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
Division 3 – South 16th Street Widening – South Side					
3.1	Mobilization	LS	1	\$5,280.00	\$5,280.00
3.2	Traffic Control	LS	1	\$3,680.00	\$3,680.00
3.3	Gravel Removal	CY	130	\$2.20	\$286.00
3.4	Pavement Removal, 8" PCC	SY	55	\$19.20	\$1,056.00
3.5	Excavation, Class 10	CY	525	\$3.40	\$1,785.00
3.6	Abandon Existing Sanitary Sewer Main	LS	1	\$740.00	\$740.00
3.7	Extend 8" Sanitary Sewer	LF	30	\$76.30	\$2,289.00
3.8	6" Slotted PVC Subdrain	LF	195	\$15.00	\$2,925.00
3.9	Subdrain Clean out	EA	1	\$520.00	\$520.00
3.10	Storm Sewer, Type SW-507 Intake Tops	EA	1	\$840.00	\$840.00
3.11	Storm Sewer, Type SW-541 Intake Tops	EA	2	\$950.00	\$1,900.00
3.12	Subgrade Preparation, 8-inch	SY	1,025	\$0.40	\$410.00
3.13	Subbase, (IA DOT Granular Subbase), 6-inch	TON	330	\$23.90	\$7,887.00
3.14	Paving, PCC, 8-inch	SY	800	\$38.30	\$30,640.00
3.15	Road Stone, Class A	TON	45	\$20.20	\$909.00
3.16	Pavement Markings	LS	1	\$2,100.00	\$2,100.00
Total of All Bid Prices					\$63,247.00

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Randall Corporation
By: E. R. R. R.
Title: pres

Con-Struct, Inc.
By: H. F.
Title: pres

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: St. J. Harris

Title: _____

Title: Project Manager

Address for giving notices:

Address for giving notices:

420 South 17th Street

305 S Dayton Ave.

Ames, IA 50010

Ames, IA 50010

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

COUNCIL ACTION FORM

SUBJECT: SETTING SEPTEMBER 13, 2011, AS THE DATE OF PUBLIC HEARING FOR AUTHORIZATION TO ISSUE HOSPITAL REVENUE BONDS, MARY GREELEY MEDICAL CENTER SERIES 2011, IN AN AMOUNT NOT TO EXCEED \$65,000,000

BACKGROUND:

Mary Greeley Medical Center (MGMC) is in the process of implementing a major facility expansion to continue to provide quality regional medical services. The Municipal Code section that provides for the duties and authorities of the hospital trustees does not delegate activities related to the issuance and sale of revenue bonds. Therefore, Council action is required to issue revenue bonds for the hospital.

The issuance of revenue bonds by MGMC does not create a financial obligation or pledge of credit or taxing authority for the City of Ames. Only revenues from MGMC will be used to pay back the bonds.

Issuance of bonds requires that a public hearing be held.

ALTERNATIVES:

1. Establish September 13, 2011, as the date to hold a public hearing and take action to authorize the issuance of Hospital Revenue Bonds, Mary Greeley Medical Center Series 2011, in an amount not to exceed \$65,000,000.
2. Delay the hearing on the issuance of Hospital Revenue Bonds.

MANAGER'S RECOMMENDED ACTION:

Mary Greeley Medical Center provides quality medical services to both Ames and a large surrounding area, and is a major economic contributor to the community. Issuance of these bonds is required to provide funding for the Medical Center's planned facility expansion. Issuance of these bonds involves no financial obligation on the part of Ames property tax payers.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby establishing September 13, 2011, as the date to hold a public hearing and take action to authorize the issuance of Hospital Revenue Bonds, Mary Greeley Medical Center Series 2011, in an amount not to exceed \$65,000,000.

COUNCIL ACTION FORM

SUBJECT: IOWA FARM HOUSE ASSOCIATION VACATED ALLEY REQUEST

BACKGROUND:

When Gray and Cessna subdivided Lot 4 of Parkers Addition, a north/south alley was dedicated to provide rear yard access to the lots that were platted with frontage along Lynn Avenue and Ash Avenue. The City Council vacated this alley in 1917. Sometime after 1917, a new map of the area was drawn which indicated the vacated alley was assigned to the abutting lots. However, staff cannot find any official actions by the City Council transferring the alley to the abutting properties. In 1993, the First Baptist Church asked to obtain through a Quit Claim Deed that portion of the vacated alley abutting their property in exchange for a five-foot Electric Utility Easement. This was granted by the City Council. Further research of the City Assessors' records in 1993 indicated that the vacated alley had been taxed as real property for a number of years.

Iowa Farm House Association is the owner of Parcel C (formerly Lot 7, except the south 20 feet; all of Lots 8 and 9; and the south 2.5 feet of Lot 10) in Gray and Cessna's Subdivision of Lot 4 of Parkers Addition. They have now requested a Quit Claim Deed be transferred to the Iowa Farm House Association for that portion of the vacated alley abutting the following described property in exchange for an Electric Utility Easement over the west five feet of the east half of the vacated alley.

Lot Seven (7), except the South 20 feet thereof; all of Lots Eight (8) and Nine (9); and the South 2.5 feet of Lot Ten (10); all in Gray and Cessna Subdivision of Lot Four (4), Parker's Addition; in the City of Ames, Story County, Iowa (now known as):

Parcel "C"; as shown on the Plat of Survey approved by City Council on June 6, 2011, and filed in the office of the Recorder of Story County, Iowa on June 14, 2011 and recorded as Instrument #11-05492 on Slide 408 Page 1.

In view of the previous action highlighted above, staff feels it would not be fair to require the Iowa Farm House Association to acquire a portion of the vacated alley in accordance to established City Policy. Rather, it would be more consistent for the City to execute a Quit Claim Deed to the Iowa Farm House Association for the half of the vacated alley that abuts Parcel C. In exchange for the quit claim deed, the Iowa Farm House Association will grant a five-foot wide Electric Utility Easement to the City.

ALTERNATIVES:

1. Set a hearing date of September 13, 2011 to transfer that portion of the vacated alley abutting Parcel C of Gray and Cessna Subdivision of Lot Four (4), Parker's Addition, in the City of Ames, Story County, Iowa, to the Iowa Farm House Association of Ames, Iowa, Inc.

Under this alternative, the Iowa Farm House Association will grant a five-foot wide Electric Utility Easement to the City in exchange for the quit claim deed. No additional financial obligation would be owed the City.

2. Same as Alternative #1, except the City Council would apply the established acquisition formula and charge the Iowa Farm House Association for the value of the public property being transferred.
3. Reject the request to transfer the vacated alley.

CITY MANAGER'S RECOMMENDED ACTION:

This alley has been vacated since 1917, and the Iowa Farm House Association has been paying property taxes on the property for a number of years. Previous sections of this alley were transferred to abutting property owners by Quit Claim Deed in exchange for dedication of an Electric Utility Easement to the City.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby setting a hearing date of September 13, 2011 to transfer that portion of the vacated alley abutting Parcel C of Gray and Cessna Subdivision of Lot Four (4), Parker's Addition, in the City of Ames, Story County, Iowa, to the Iowa Farm House Association of Ames, Iowa, Inc.

Under this alternative, the Iowa Farm House Association will grant a five-foot wide Electric Utility Easement to the City in exchange for the quit claim deed. No additional financial obligation would be owed the City.

Honorable Mayor and City Council
City of Ames
515 Clark Avenue
Ames, Iowa 50010



Re: Iowa Farm House Association
Request for "Quit Claim Deed"
East ½ of Vacated Alley

June 21, 2011

We are the Title holders of some of the adjacent Lots in "Gray and Cessna Subdivision of Lot 4, Parker's Addition to Ames, Iowa". The Alley platted in Gray and Cessna Subdivision of Lot 4, Parker's Addition; was vacated April 16, 1917 by Ordinance No. 294. Wherein the City's interest therein was annulled.

We are requesting that a "Quit Claim Deed" be transferred to the "Iowa Farm House Association" for that portion of the vacated alley abutting the following described property:

"Lot Seven (7), except the South 20 feet thereof; all of Lots Eight (8) and Nine (9); and the South 2.5 feet of Lot Ten (10); All in Gray and Cessna Subdivision of Lot Four (4), Parker's Addition; in the City of Ames, Story County, Iowa." (now known as):

Parcel "C"; as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on June 14, 2011 and recorded as Instrument # 11-05492 on Slide 408 Page 1.

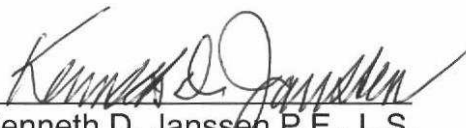
A similar process was followed, for a portion of the Lots on the west side of the same vacated alley, in March, April and May of 1993; a copy of which is attached here.

We proposed the same exchange of an "Electric Utility easement over the west five feet of said land" for the Deed.

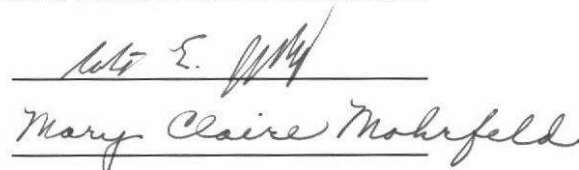
Attached are copies of the current "Plat of Survey", Abstracted copies of the Deeds to the Farm House, the Original Platting, and the original Ordinance No. 294 vacating the alley.

We thank you for your prompt consideration of this request.

Respectfully submitted;
CGA Consultants


Kenneth D. Janssen P.E., L.S.

Iowa Farm House Association


Mary Claire Mohrfeld

Staff Report

RESOURCE RECOVERY FREE DAYS EVALUATION

August 9, 2011

This report provides background information on the Resource Recovery System's annual "Free Days", outlines the challenges that accompany these days, and lays out a process for receiving stakeholder input prior to the Council's considering alternative approaches.

Each year since 1977, the City's Resource Recovery Plant has hosted Free Days for trash disposal to those residents who are served by the plant. A brief history of the evolution of these Free Days follows:

- The original concept was introduced at a City Council meeting on April 5, 1977: *"Moved by Stevens, seconded by Koerber, to designate April 23, 1977, as Clean-Up Day and 'National Keep America Beautiful Day,' and that all car line and pick-up truck line charges at the solid waste plant be waived on that date."*
- In June and July 1978, there were discussions to add another Free Day and possibly one in the fall.
- In March 1979, Free Days were set to occur on the second Saturday of the month, May through September.
- At the February 1990 meeting, Council added the second Saturday in April.
- In January 1996, Council resolution reduced the Free Days to two each year, with the first held on the fourth Saturday of April and the second on the second Saturday of September.

Currently two Free Days are held each year, one in April and one in September. These times are always busy times of the year for normal solid waste collections and disposal due to the move-in/move-out cycle for Iowa State University (ISU) students and others.

Large portions of what citizens bring in on Free Days are bulky items, such as furniture, mattresses, carpets, and old televisions. These are items that the garbage haulers will accept but **may** charge extra to haul away. (Note: We only accept items on the Free Day that we ordinarily accept on a regular basis.)

Due to the large volume of Free Day traffic and quantity of bulky items received, the Plant's tipping floor must be empty at the beginning of a Free Day. In order to accomplish an empty floor during an already busy time, frequently we need to close our doors to our regular customers and haulers for up to three preceding days, resulting in sending them to the Boone County Landfill (BCLF). This results in poor customer service and additional expense to our garbage haulers, as well as lost revenue for our plant. That revenue loss is typically near \$10,000 or more per day.

Area garbage haulers also are negatively impacted by Free Days. When we send their loads to the BCLF prior to the Free Day, they lose significant amounts of time, which in turn lessens their ability to serve their customers. Haulers spend an additional \$100 to \$150 per trip when they need to go to BCLF. (Note: The plant pays \$13 per ton to have our own rejected material transported there.) They also lose potential revenue from the material that customers haul themselves on the free days.

Over the past 11 years, the average number of Free Day participants has nearly tripled from 240 to over 620 in one day. Logistically, this makes hosting Free Days very difficult, and has created long lines and waits for most participants. The long lines have also created traffic congestion, added emissions from idling, blocked drives for neighbors and businesses, and led to poor customer service at the plant. The reality of participants waiting as long as 30 to 45 minutes, led staff to increase staffing levels and to start each Free Day with an empty tipping floor. This increased staffing has reduced some of the long waits and traffic congestion by helping to unload citizen vehicles and directing traffic. However, additional staffing has also increased our labor expense each Free Day from approximately \$2,160 in 2003 to \$5,200 currently.

There are several important aspects of the financial costs for Free Days. First is the actual expense of overtime for labor and additional staff as noted above. There are also disposal costs of excess bulky items that cannot be handled through our process. In addition, there is a significant loss of revenue from not collecting a tipping fee for the material coming in and from the material sent directly to the BCLF.

Using the Spring 2011 Free Day as an example, the financial impact was as follows:

- An additional \$5,200 was spent for extra staffing. This included our entire staff of 15 plus nine extra people from other Public Works divisions.
- Additional landfill expenses were \$680 for the excess bulky materials.
- The loss of tipping fees was \$12,026.
- In order to clear the tipping floor, 455 tons were sent to the landfill prior to and in preparation for the Free Day at a loss of \$24,612 in tipping fees. In addition, there was a loss of \$7,326 in RDF sales and of \$3868 in metals sales. Total lost revenue was \$35,806.
- Advertising costs were \$1,000.

The net financial impact of the Spring 2011 Free Day on the Resource Recovery Fund, including both actual expenses and lost revenue, was \$52,712.

The financial impact of the Fall 2010 Free Day was less, and is shown below:

- Extra staffing was \$5,200, including 13 of our staff and nine extra people from other Public Works divisions.
- Additional landfill expenses were not excessive relative to our daily rejects.
- The loss of tipping fees was \$8,564.
- Advertising costs were \$266.

In sum, the net financial impact of the Fall 2010 Free Day was \$14,030.

Residents of all thirteen contract communities, as well as of rural Story County, are eligible to dispose of items during the two annual Free Days. In addition, seven of the thirteen communities actively participate in the spring Free Day by sponsoring their own clean up and collection events and by trucking the material to the Ames plant. This requires involvement of our staff in at least two other communities to monitor what is being dropped off.

Below are some recent tonnage and expense figures for these seven communities at the annual Spring Free Days. These waived fees are in addition to the fund impacts noted above from material directly received at the Resource Recovery Plant.

CITY	DATE	TONS	FEE WAIVED
Cambridge	4/25/09	12.89	\$679.95
	4/24/10	16.56	\$873.54
	4/23/11	7.55	\$398.26
Gilbert	4/26/08	4.39	\$231.57
	4/25/09	10.05	\$530.14
	4/24/10	9.60	\$506.40
Kelley	4/23/11	8.98	\$473.70
	4/25/09	5.69	\$300.15
	4/24/10	5.01	\$264.28
Maxwell	4/23/11	6.93	\$365.56
	4/26/08	12.28	\$647.77
	4/25/09	14.28	\$753.27
McCallsburg	4/26/10	10.19	\$537.52
	4/23/11	9.19	\$484.77
	4/26/08	4.46	\$235.27
Nevada	4/25/09	4.17	\$219.97
	9/12/09	2.19	\$115.52
	4/24/10	4.36	\$229.99
Zearing	4/23/11	3.03	\$159.83
	4/26/08	22.50	\$1,186.88
	4/25/09	21.31	\$1,124.10
	4/24/10	22.87	\$1,206.39
	4/23/11	15.67	\$826.59
	4/24/10	8.73	\$460.51
	4/23/11	4.46	\$235.27

At the Spring 2011 Free Day, these seven communities received a total of \$2,943.98 in fee waivers. In addition, McCallsburg participated in the Fall 2009 Free Day at a cost of \$115.52 to the Resource Recovery System.

SUMMARY:

Free Days are major events that require additional planning and preparation time at the Resource Recovery Plant, which is very difficult to find during the busy spring season. In the fall, it is just as busy as students are moving back in to town.

Since 1996 Free Days have been set by Council Resolution as the fourth Saturday in April and the second Saturday in September. This year there was a conflict with the Easter weekend. In 2006, staff was directed to host a second spring Free Day in June after it was realized that the standard Free Day conflicted with VEISHEA. For several years, the second Saturday in September has also been the date of the annual ISU vs. Iowa football game. This usually brings negative comments from citizens and has created staffing challenges.

When Free Days originally began, Council intended them for “car line and pick-up truck line” customers at the Plant only. However, customer service complaints and other cities’ requests have led to Free Days being expanded to ‘clean-up events’ held in several other communities, as well as local businesses taking advantage of the event. In addition, our staff has observed that some residents accumulate waste all year long with the anticipation of the two Free Days as their only time of disposal.

Although participation on these days represents less than one percent of our county population, these additional costs are shared by all. This equates to \$68,742 divided by the System’s population of 68,898 (2000 Census figures, not including on-campus ISU students) or about \$1.00 per capita. To put this in context, the current “per capita fee” charged to participating jurisdictions is \$10.50 per year. The per capita fee has not increased since 2004, and the tipping fees charged to haulers have not increased since 2002.

As the popularity of Free Days continues to grow, they are becoming more and more difficult to manage. For Plant staff, each spring and fall these Free Days become the major event to plan and prepare for and to get past, and each year they cost more. If they continue to grow as they have over the last ten years, they will become even more challenging and costly to hold.

STAFF’S RECOMMENDED ACTION:

Free Days ideally contribute to community-wide spring cleaning efforts and, therefore, should be continued. However, the increasing costs, logistical challenges, and equity issues led staff to conclude that it is now the appropriate time for the City Council to re-evaluate when and how these “free” days are conducted.

The City Council is **not** being asked to take any action at this time. Instead, staff plans to host two Open House Public Meetings with stakeholders in September to discuss

these and other related issues. Waste haulers, contract communities, residential customers, and other interested parties will be invited to these meetings, which will be held on Wednesday, September 14 from 5:00 p.m. to 7:30 p.m. in Room 235 in City Hall, and on Thursday, September 15 from 7:00 a.m. to 9:30 a.m. at the Resource Recovery Plant's visitors' center. Verbal and written comments will also be encouraged.

In October, staff will report back to Council with the results of these meetings. After the October meeting, staff will develop possible alternatives for Council's consideration.

COUNCIL ACTION FORM

SUBJECT: CONTRACT WITH AMES ECONOMIC DEVELOPMENT COMMISSION

BACKGROUND:

For several years the Ames Economic Development Commission (AEDC) has provided economic development services to the City of Ames under a contract of services agreement. In addition to economic development services, the agreement includes a provision that provides for City of Ames representation on the AEDC Board. During the FY 11/12 budget process, this service was expanded to include a shared position for business development and marketing. The attached contract has been modified to reflect the addition of this service as well as the additional expense of \$60,000.

The proposed contract includes a maximum reimbursement for services in an amount not to exceed \$150,000. This is the amount that was approved by Council as part of the FY 11/12 budget. The contract specifies the services to be provided by AEDC and the method for payment. Under the proposed contract, AEDC will continue to serve as the lead contact for economic development in the City. This year's contract also includes the addition of business development and marketing services. Similar to other City contracts for services, the total dollar amount of the contract is not guaranteed, but payment is made for services delivered as specified in the contract.

ALTERNATIVES:

1. Approve a \$150,000 contract for economic development services with the AEDC.
2. Approve a contract for economic development services with the AEDC at an amount less than \$150,000.
3. Refer this back to staff with instructions for changes to the contract terms.

MANAGER'S RECOMMENDED ACTION:

The AEDC plays a key role in the city's economic development. The services provided by the AEDC cannot be provided internally with the City's current approved staffing levels. The contract terms are consistent with the FY 11/12 budget.

The additional \$60,000 of financial support to the AEDC helps the Council achieve its goal of promoting economic development in our community by partially funding a new Business Development position jointly supervised by the City Manager and AEDC President. The new position will focus on the development of "small" or new business

start-ups and assisting these entrepreneurs as they navigate through city and state approval processes.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving a \$150,000 contract for economic development services with the AEDC.

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of July, 2011, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "City") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called the AEDC);

WITNESSETH THAT:

WHEREAS, the City of Ames desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional City funds to accomplish these services;

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

I PURPOSE

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

II SCOPE OF SERVICES

A. In consideration for the payment of \$90,000 in accordance with Section III, the AEDC shall provide the following economic development related services to the City of Ames and its citizens during the term of this agreement:

- The AEDC will serve as the lead contact for business representatives hoping to locate in Ames or to expand in our community. In this capacity, the President of the AEDC will respond to information requests, coordinate the completion and submittal of state and local incentive applications, and show available industrial and commercial sites to prospects.
- The AEDC will visit annually with all major companies to identify challenges and opportunities facing Ames' businesses.

- The AEDC will serve as the primary marketing entity for business recruitment to highlight Ames.
- The AEDC will deploy an aggressive marketing campaign that will focus on targeted industries such as ag-biotechnology and advanced manufacturing businesses that do not overtax our infrastructure.
- The AEDC will invest in significantly revising its marketing materials including website, brochures, and proposal packets to better reflect the image of Ames as a great place to do business.

B. In consideration for the payment of \$60,000 in accordance with Section III, the AEDC shall provide the following economic development marketing and liaison services related to the City of Ames and its citizens during the term of this agreement by maintaining a jointly funded Vice-President for Business Development & Marketing position to carry out the following duties and tasks:

1. Focus on the development of “small” or new businesses start-ups in the retail, commercial, and industrial sectors by: a) assisting with the recruitment and/or expansion of these types of businesses in the community; b) assisting entrepreneurs as they navigate through the various City, State, and Federal approval processes; and c) assisting entrepreneurs in obtaining the services available through the Small Business Development Center.
2. Serving as the City Economic Development Liaison, work closely with developers and clients that need assistance in working through the City of Ames approval processes. This will include periodic meetings with the City Manager to keep him apprised of progress related to serving in the Liaison capacity.
3. Provide input on communication pieces that will highlight the efforts of the AEDC and the City of Ames related to the positive developments in the community where the City and/or the AEDC have played an integral role.
4. Implement an aggressive marketing plan focused on targeted industries that dovetail with the competencies of Iowa State University related to food and nutrition technology, plant biotechnology, information technology, and animal science. These efforts should not be limited to the aforementioned, as the AEDC service territory includes site options for advanced manufacturing and distribution facilities.
5. Maintain frequent communication with stakeholders such as the Iowa Department of Economic Development, Alliant Energy, Iowa State University, and partners of the Ames-Des Moines Corridor.
6. Maintain, in conjunction with the President & CEO and Vice-President of Existing Industry, a current list of active projects via the AEDC’s internal project tracking system.

7. Maintain a current list of consultants and site selectors, with assistance from the Director of Member Services & Organizational Programming, for periodic mailings and contacts in various markets so that the AEDC has a fresh list to choose from when visiting various locations around the U.S.
8. Coordinate the activities of the Ames-Des Moines Corridor providing administrative leadership and coordination of its events.
9. Review and analyze, with the President & CEO and Vice-President of Existing Industry, potential recipients of assistance from various economic development incentive offering entities.
10. Assist other AEDC/ACC staff in responding to inquiries and working with economic development prospects, consultants, and supplier contacts, as needed.
11. Provide input into the overall plan of the AEDC and assist in its implementation where appropriate.
12. The position will be jointly supervised by the President and CEO of the Ames Economic Development Commission and the Ames City Manager. As such, perform work as assigned by the City Manager related to the liaison activities and the President and CEO of the AEDC related to marketing activities.
13. The position will be expected to periodically use a secondary office provided in the City Manager's office to better assure assimilation into the City of Ames organization.

III METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to Section II.A of this Agreement shall be reimbursement for actual costs incurred by AEDC in providing services required by Section II.A above. Payments made by the City of Ames pursuant to Section II.B. of this Agreement shall be made in advance of services provide per terms in section III B of this Agreement.

B. The City will disburse payments twice annually on requisitions of the AEDC in January and July of each year. Requisitions for services pursuant to Section II A will be on a reimbursement basis and reflect cost for delivery of services for the prior six months. Requisitions for services pursuant to Section II B will be one-half (\$30,000) of the City's annual contribution for the jointly funded position and paid in advance. If the jointly held position is vacant for more than 30 days, AEDC will provide the City with a pro-rata refund for the payment made in advance.

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

C. The maximum total amount payable by the City of Ames under this agreement is \$150,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

IV FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.

B. Monies disbursed to AEDC by the City will be deposited by AEDC in an account under the AEDC's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.

C. All costs for which reimbursement is claimed shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

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

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

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

V
REPRESENTATION ON THE BOARD OF DIRECTORS

It is agreed that the City of Ames will be guaranteed three representatives on the AEDC Board of Directors (two City Council members appointed by the Mayor, and the City Manager). Furthermore, the City Manager will be guaranteed membership on the Executive Committee of the Board of Directors.

VI
SUMMARY REPORT

The AEDC further agrees to provide the City of Ames a written report no later than August 31, 2012, summarizing the accomplishments of the activities promised in Section II.

VII
DURATION

This Agreement shall be in full force and effect from and after July 1, 2011, until June 30, 2012.

VIII
DISCRIMINATION PROHIBITED

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

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

CITY OF AMES, IOWA

ATTEST:

BY _____
Ann H. Campbell, Mayor

Diane Voss, City Clerk

AMES ECONOMIC DEVELOPMENT COMMISSION

BY _____
Daniel A. Culhane, President/CEO

Print Name:

Staff Report

LOGO DESIGN

July 9, 2011

One year ago the City Council approved a Request for Proposals (RFP) to seek a visioning consultant to lead the community through a process to address the Council's goal to "Create and Promote a Community Vision." In June, representatives from Brand Endeavor, the consultant selected, presented their final report to the Council, which included the final version of the vision and implementation strategies. In July, the Council approved the tagline, "Heartland's Leading Edge," and supported moving forward with implementation of the vision.

One implementation suggestion from the consultant was developing a new logo for the City incorporating the new tagline. A second option was sharing the logo with other organizations that market and promote Ames. The consultants suggested that a shared logo would not only represent our community as one which values partnership and collaboration, but would also provide a common look, tagline, and vocabulary for all users.

LOGO DESIGN:

Prior to beginning the visioning process, the Ames Chamber of Commerce, in conjunction with the Ames Convention and Visitors Bureau and the Ames Economic Development Commission, had already begun working with a graphic design company to develop a new logo. Once the City's visioning process began, those organizations put their redesign plans on hold. With the completion of the visioning process, these organizations went back to the design company and began working on logos that incorporated visual representation of "Heartland's Leading Edge" into the design.

The Chamber, ACVB, and AEDC have asked the City to partner with them on a collaborative logo that represents the "Heartland's Leading Edge." The new symbol, a stylized letter A with an arrow suggestive of forward momentum, would be used by each organization (Attachment A).

Options:

- 1) The City Council can choose to adopt the logo developed by the ACVB and Ames Chamber/AEDC.
- 2) The City Council can ask the ACVB and Ames Chamber/AEDC to go back to their consultant and request development of other logo designs for consideration.

- 3) The City Council can ask the ACVB and Ames Chamber/AEDC to partner with the City to hire a new consultant to develop other logo designs.
- 4) The City Council can ask the ACVB and Ames Chamber/AEDC to partner with the City to sponsor a public competition for the development of a new logo design.

COLOR SELECTION:

Once a decision is made regarding the joint logo, selecting a color to represent the City of Ames would be the next decision. Color selection becomes somewhat subjective, due to each person's color preferences. The ACVB has requested that its logo be reproduced in "Iowa State" red, due to the marketing opportunities done in partnership with ISU. The Chamber has not requested a color yet, and is willing to let the City select its color choice next.

Options:

After reviewing color psychology research, talking to the designer, and holding internal focus groups, staff has developed three options for selecting a color for the City.

- 1) The City Council can allow the graphic designer hired by the ACVB and Ames Chamber/AEDC to recommend a logo color for the City of Ames based on professional expertise.
- 2) The City Council, or City employees, can determine the color for the City of Ames logo.
- 3) The City Council can establish an input process whereby the public would be able to "vote" on a color for the City of Ames logo based on three color choices recommended by an internal focus group (green, blue, or maroon)

CITY MANAGER'S RECOMMENDATION

The City has the opportunity to work in partnership with other Ames organizations committed to the community's future growth, stability, and success. Due to fortunate timing, the City is able to take advantage of work already completed by consultants hired by the Ames Convention and Visitors Bureau and the Ames Chamber of Commerce/Ames Economic Development Commission.

Deciding on a new logo to represent our City organization, or for that matter any organization, is a subjective decision based on personal preference. Some of you may not like the proposed logo, while others, I'm sure, will be very fond of it.

Staff is confident that should we decide to hire a new consultant to develop a different logo, unanimous support will not be forthcoming. Therefore, in terms of design, it is the recommendation of the City Manager that the City Council adopt the logo recommended by the ACVB and Chamber of Commerce/AEDC as long as

they incorporate the suggested tagline: “Heartland’s Leading Edge,” into the design.

In order to be successful, some level of personal commitment to the logo is required. Staff believes public input into the color choice is advisable, especially since no input was solicited in developing the final logo design. Therefore, it is the City Manager’s recommendation that the City Council initiate a “pubic vote” on the three suggested color options. This type of public input process was also used successfully in adopting a design for CyRide’s new hybrid buses.

Attachment A



Staff Report

ESTIMATED COSTS TO EXTEND UTILITIES EAST OF INTERSTATE 35

July 9, 2011

Background:

At a previous meeting, the City Council referred to staff a letter from the Ames Economic Development Commission requesting that the land north of Lincoln Way from the current city limits to 590th Street be annexed into the City. Realizing that this annexation will obligate the City to incur costs to extend utilities to this annexed area within a relatively short period of time, the Council requested cost estimates from the staff to fulfill these obligations should the area be annexed. In addition, the Council inquired about the cost of extending utilities to the Sunrise Prairie Business Park that has previously been proposed by the Ames Economic Development Commission along E. 13th Street. Finally, thinking that the development of a new business park along E. Lincoln Way might be more cost-effective than along E. 13th Street as originally proposed by the AEDC, the Council also inquired about the cost of developing a business park at this alternative location.

The following cost information was developed in response to these inquiries. One must remember that these estimates are based on broad conceptual plans. Once detailed design is accomplished, the final estimates may be more or less than those reflected in this report. It should also be noted that the following estimates are **based on today's dollars**.

COST TO EXTEND UTILITIES EAST TO THE PROPOSED SUNRISE PRAIRIE BUSINESS PARK ALONG E. 13TH STREET AS PROPOSED BY THE AEDC

- The cost to extend sanitary sewer along E. 13th Street from S. Dayton Road to 570th Avenue is estimated to cost \$1,700,000. (See Map 1)
- The cost to extend sanitary sewer along E. 13th Street from 570th Avenue to the proposed Sunrise Prairie Business Parks is estimated to be \$550,000. In order to provide a trunk sewer into the proposed business park, it would cost an additional \$550,000. (See Map 2)
- Since a water main has already been extended to 570th Avenue, the cost to extend a water main from 570th Avenue to 580th Avenue is estimated to be \$750,000. The need for an interior water main loop within the proposed business park will depend on the needs of the industries that locate there. (See Map 2)
- The above estimated costs should make available 336 acres for development.

COST TO EXTEND UTILITIES ALONG E. LINCOLN WAY EAST TO 590TH AVENUE

- The cost to extend a water main from the east side of the Barilla property to 590th Avenue with a loop north along 580th Avenue is estimated to be \$1,800,000. This northern loop would also serve the needs of a business park if relocated to this area. (See Map 3)
- The cost to extend a sanitary sewer trunk line from the west side of the Barilla property to 590th Avenue is estimated to be \$2,750,000. This option requires a force main and lift station to provide service east of 580th Avenue. (See Map 3)
- The adequacy of sanitary sewer capacity provided under this option will be dependent on the types of industry that locate there. For example, based on current and estimated flow rates, the sewer capacity available under this option would accommodate ten Barilla plants or 1.5 of the new DuPont Danisco Cellulosic Ethanol plants being built east of 590th Avenue in Nevada.
- Given this limited capacity, we might need to decommission the lift station and force main sometime in the future if the larger sewer project from the south is required to accommodate additional industrial flow demands in the area north of Lincoln Way.
- The above estimated costs should make 583 acres available for development.
- Another long-term option is to extend a trunk sewer line from the City's Water Pollution Control Facility north to E. Lincoln Way and east to 590th Avenue. The estimated cost for this option, which will also provide capacity for land south of E. Lincoln Way, is \$8,000,000. (See Map 4)
- It is important to note that, should the Council decide that the City will be the developer for a business park along either E. Lincoln Way or along E. 13th Street, there would be substantial additional infrastructure costs to provide water, sanitary sewer, streets, and stormwater infrastructure within the park. The additional costs associated with these internal infrastructure improvements will depend on the ultimate design of the park.

An initial conceptual plan was created for the Sunrise Prairie Business Park along E. 13th Street. According to this plan, the City's costs to provide these infrastructure improvements within this business park are estimated to be almost \$7,000,000.



**Map 1 - Regional Commercial
Sanitary Sewer**
1 inch = 600 feet

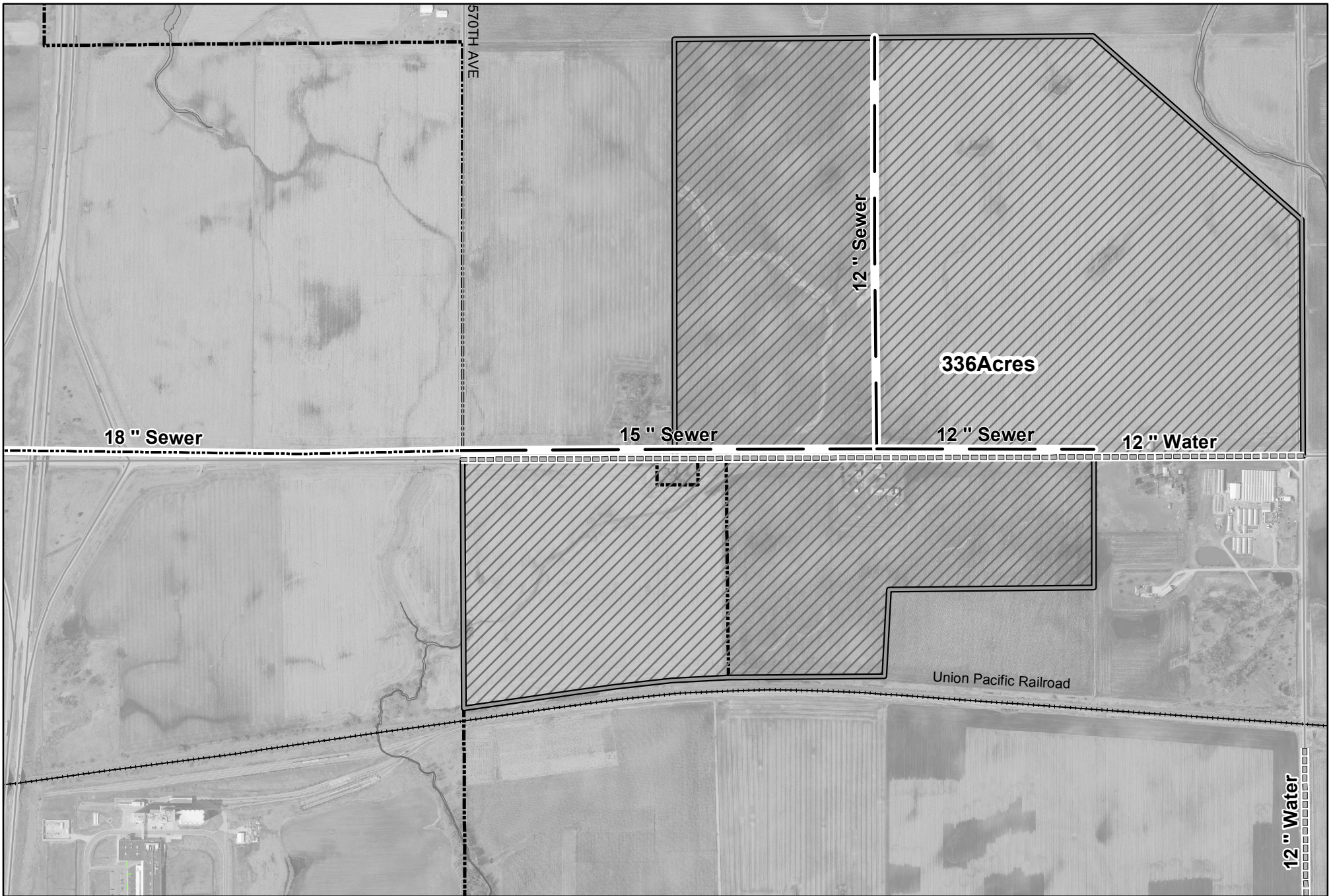
Legend

--- 18" Proposed Sewer



Date: 8/5/2011

Path: G:\Ames\Departmental\Ames_Public_Works\GIS_PROJECTS\070426_Industrial_study\MAPS\BW_Map1_RgnlCmrSanS.mxd



Map 2 - East 13th Street Industrial Area (Sunrise Prairie Business Park)

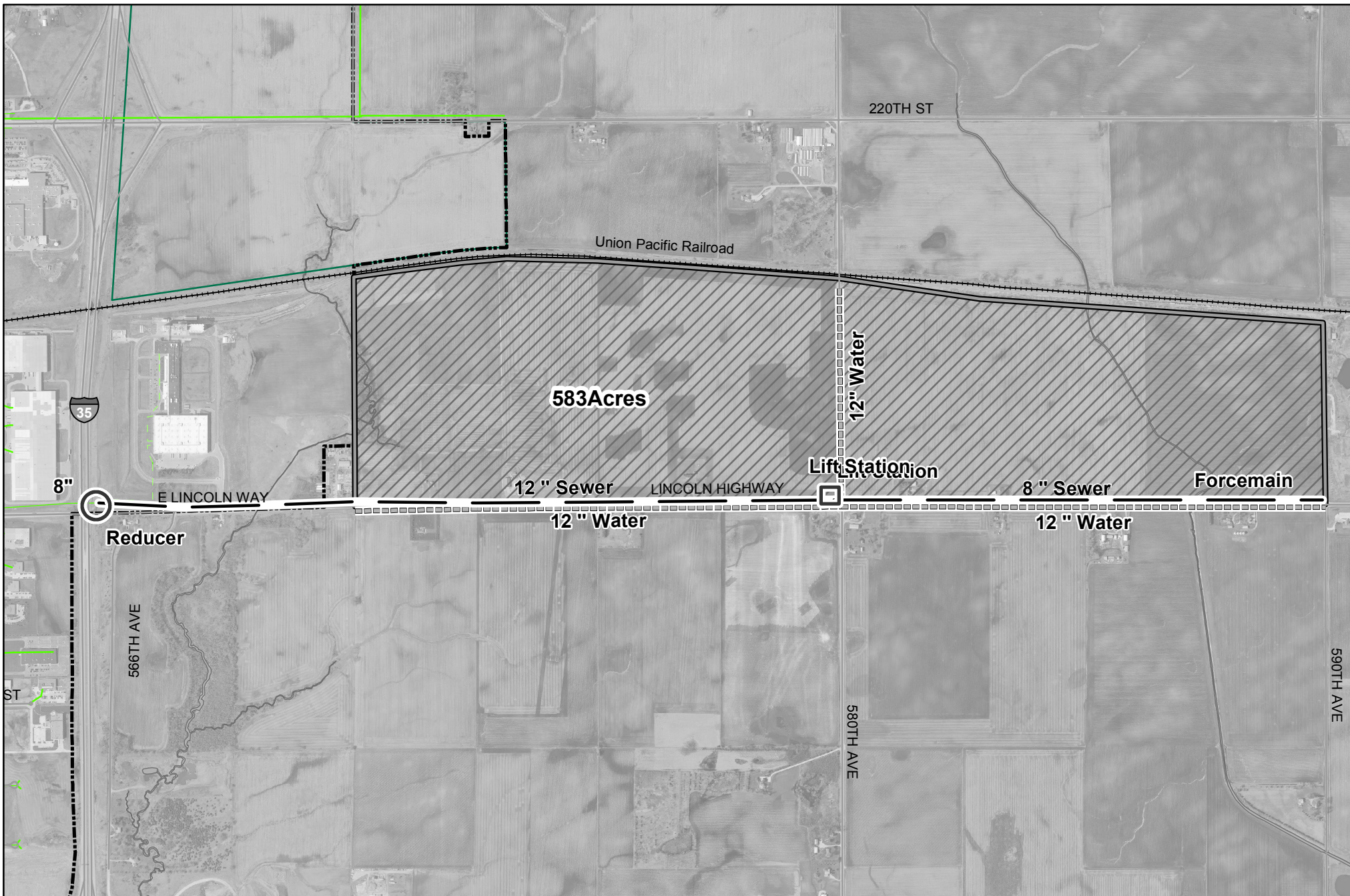
1 inch = 800 feet

Legend

- 18" Proposed Sewer
- Proposed Sewer
- Proposed Water
- Industrial Study Area



Date: 8/5/2011



Map 3 - East Lincoln Way Industrial Area

1 inch = 1,400 feet

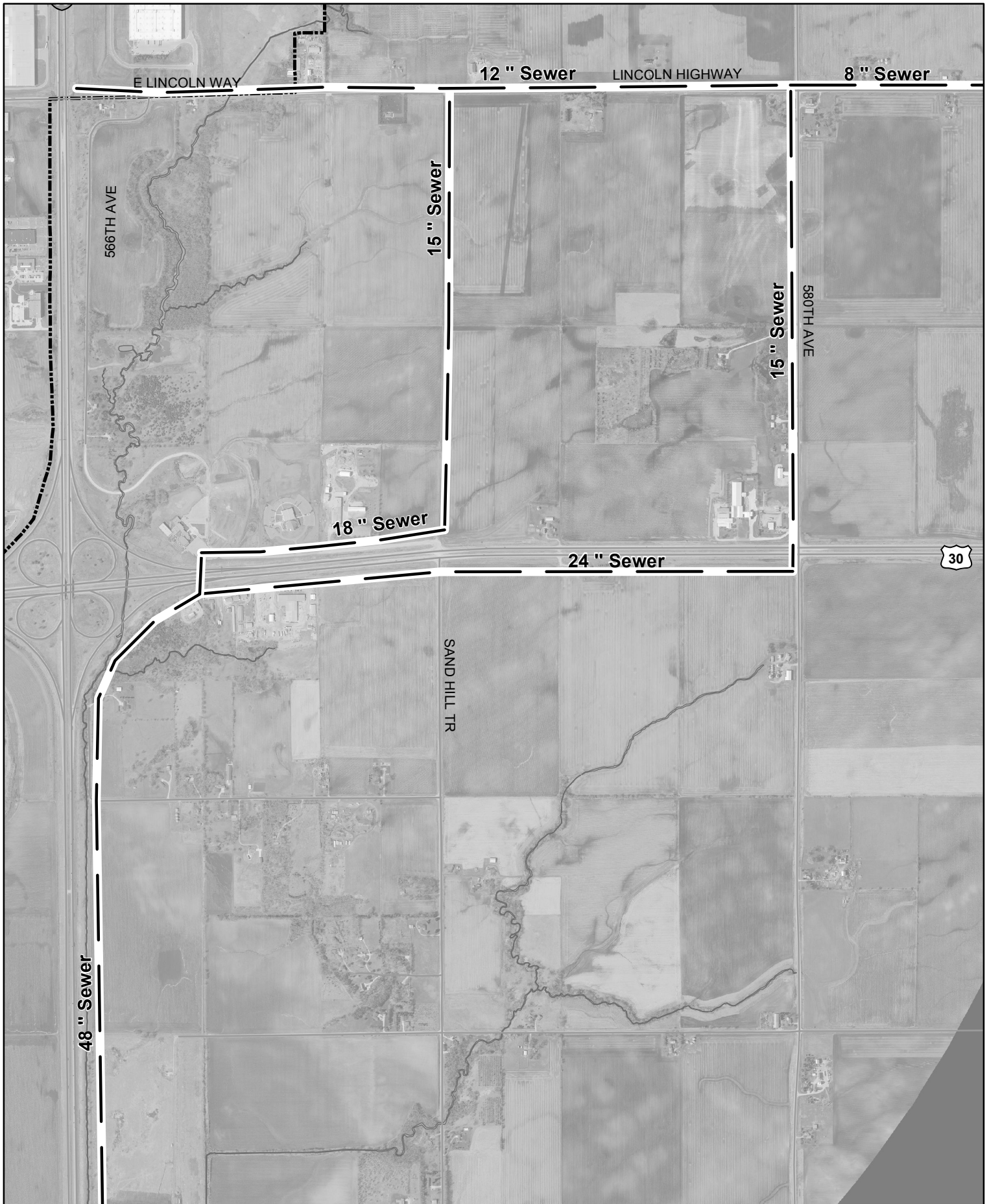
Legend

- Proposed Sewer
- Proposed Water
- Industrial Study Area



Date: 8/5/2011

Path: G:\Ames\Departmental\Ames_Public_Works\GIS_PROJECTS\070426_Industrial_study\MAPS\BW_Map3_ELWayIndustrialArea.mxd



Map 4 - Sanitary Sewer Extension From Wastewater Treatment Plant

1 inch = 1,400 feet

Legend
 Proposed Sewer



Date: 8/5/2011

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COUNCIL ACTION FORM

SUBJECT: URBAN DEER MANAGEMENT PROGRAM – BOW HUNTING

BACKGROUND:

The community of Ames, like many other urban areas, has experienced damage due to high concentrations of whitetail deer within the city. In an attempt to reduce the deer population in town, a Special Urban Deer Task Force (SUDTF) was convened in 2006. Task Force recommendations to the City Council have included an annual survey of deer population, a ban on deer feeding, public education efforts, and limited urban bow hunting of deer.

Urban deer hunting has been conducted in a limited number of locations under special rules administered by the Police Department. All participants must purchase a special tag and register with the Police Department. Rules also require participants to pass a safety course and a proficiency test, to hunt only from tree stands situated at least 85 feet from trails, and to limit shots to 75 feet or less.

During 2010, 31 licenses were sold for the urban hunt and nine deer were harvested. An aerial count in January showed 417 deer in the survey area. This was an 8% decline from the previous survey and within the range of previous counts. Deer densities exceeded 30 deer per square mile in seven of the nine areas surveyed.

Hunting was allowed on private property during the last year if there were three or more acres available and hunting was supported by adjacent property owners. While this was generally well accepted, some controversy emerged over the appropriateness of two proposed private property locations in north Ames. Some property owners were advocates of the hunting while others in the neighborhood opposed efforts to hunt or remove the deer. Meetings with interested parties failed to reach a consensus. Based on the events in this neighborhood, staff proposed to the Special Urban Deer Task Force that two classes of private property hunts be created. In the first category, hunts on wooded or agricultural tracts would be reviewed by the Police Department and, if the property met the program criteria, it could be approved for hunting after meeting the criteria. In the second category, locations that are primarily residential properties would be reviewed by the Police Department and then publicized in a manner that would seek additional input from other residents in the neighborhood.

In the Special Urban Deer Task Force's 2011 discussions, nine items were identified for potential recommendations. These recommendations and votes of the task force members are as follows:

1. Continue bowhunting on previously enrolled city properties. Favor (4) Abstain (1)

2. Continue to allow bowhunting on private property when citizens choose to enroll in the program. Favor (4) Oppose (1)

2a Maintain the 3 acre minimum. Favor (5)

2b Split the processes for proposed residential and wooded/agriculture with additional requirements for areas composed of residential lots. Favor (4) Oppose (1)

2c For residential locations, require approval of neighbors within 200 yards of the stand and notification of neighbors within 400 yards. Favor (4) Oppose (1)

3. Allow City property to be used to establish the 3 acre minimum if safe hunting can occur. (This would most likely affect private land adjacent to existing hunt locations.) Favor (2) Oppose (1) Abstain (1)

4. Allow the hunt administrator to waive the rules limiting how far from the trail or house a hunter must be if a private landowner chooses to enroll in the program and requests that the rule(s) be waived. Favor (3) Oppose (1) Abstain (1)

5. Continue to request that the DNR allow a buck incentive—for every five antlerless deer taken, one buck tag may be available. Request this option and each antlerless deer harvested allows one entry into the draw for the buck tag. Favor (4) Oppose (1)

6. Subject to approval by the Parks and Recreation Commission and City Council, recommend development of an urban hunting location within the Inis Grove Park area. Favor (4) Oppose (1)

7. Include an explanation of liability insurance and responsibility for accidents or injuries in the hunter packets. Favor (4) Abstain (1)

8. Continue to support and encourage perimeter deer hunting on City and private property. Favor (4) Oppose (1)

9. Expand the survey area to include additional property northeast of Ames (at additional cost to taxpayers). Favor (3) Abstain (2)

A majority of the Task Force members continue to support the continuation of hunting in designated City parks (South River Valley, and Gateway Parks and Homewood Golf Course) and non-park/public locations (landfill in east Ames off Edison Street and the City property south of Hunziker Youth Sports Complex). Nonetheless, within the constituents represented in this discussion and voting, there is still opposition to hunting generally as well as to private property hunting. Any action will likely represent some degree of compromise on this issue.

Task Force members recommended that the season begin as early as possible (September 10) in locations where conflict with other park users can be minimized or, where necessary, at a later date recommended by the Parks and Recreation staff. The Iowa Department of Natural Resources (DNR) establishes 'legal hunting hours' (one-half hour before sunrise that continue to one-half hour after sunset) and the 'dates' (September 10 to January 31) for the City of Ames. However, the City can modify these hours and dates as long as they fall within the overall DNR timeline as noted above.

In terms of locations, dates, and times related to deer hunting on public property, the following regulations are recommended by Police Department staff based on consultation with Parks and Recreation Department staff. Implementation of these regulations is subject to City Council action and IDNR approval.

PUBLIC AREA

Wooded City property south of the Hunziker Youth Sports Complex:

Weekdays: One-half hour before sunrise and ending at 11:00 AM, September 10 to November 7

Weekends: No hunting until November 7

Daily beginning November 7, DNR legal hunting hours (following the conclusion of the youth sport season)

City property north of the landfill in east Ames off Edison Street:

DNR legal hunting hours beginning September 10

PARKLAND AREAS

South River Valley Park:

Weekdays: One-half hour before sunrise ending by 4 PM September 10 to October 22 (hours not used by sport leagues)

Weekends: One-half hour before sunrise ending by 8 AM, September 11 to October 23 (hours not used by sport leagues)

Daily beginning October 24 DNR legal hunting hours (following the conclusion of sport leagues)

Gateway Park: Restricted to the west timber

Daily beginning September 10: DNR legal hunting hours

Homewood Golf Course:

Daily beginning November 1 (following course closure for the season)

Inis Grove Park

Daily Beginning after the close of Homewood Golf Course-limited locations designated by Parks and Recreation staff.

All dates subject to adjustment by the Ames Police Department for safety related issues. Hunting may be temporarily suspended by the Ames Police Department in any location for safety-related reasons.

PRIVATE PROPERTY

In terms of enrolling private property for hunting program, the Urban Deer Task Force, along with the staff, recommend continuation of the process. However, some changes are being recommended.

The process of establishing eligibility will continue to require the owner or lawful agent in control of the property to submit a written request for participation to the Police Department. Requests must include owner/agent permission for at least three contiguous acres, a map of the property, and a listing of any additional rules or restrictions being proposed. This may include limitations on who may hunt on the property. However, now the City Hunt Manager (Police Department) will be required to evaluate the property and treat it as one of two types:

1. **Wooded/agriculture property** will be reviewed to ensure the suitability of the proposed location, proximity to adjacent properties, and any special hazards or concerns.
2. **Residential locations** will receive a similar initial review by the City Hunt Manager, followed by notification of adjacent property owners. This will be done by the property owner or hunter(s) using City forms. For residential locations to be approved, neighbors within 200 yards of the stand must approve of the hunting. This will involve the signature of one owner or resident of the affected property. Neighbors within 400 yards of the stand must be notified of the proposed hunt.

One or more signs will still be required to be posted at these locations and all other rules will apply.

ALTERNATIVES:

1. Approve bow hunting within the park system, on City property, and on other eligible non-public property with regulations and dates/times highlighted above, along with the requirements of the existing Urban Deer Management ordinance.
2. Approve bow hunting only in the City locations specified in this proposal under the current rules, and do not allow additional properties to be considered.

3. Approve bow hunting in the park system, City property and other eligible properties under the current rules, and not approve any modification of rules for private property. This would prohibit any changes to the separation requirements between hunting locations and trails or buildings for private property.
4. Do not approve bow hunting as proposed in the Urban Deer Management ordinance and rules listed above.

MANAGER'S RECOMMENDED ACTION:

The Iowa DNR, Special Urban Deer Task Force, Parks and Recreation Commission, Parks and Recreation staff, Police Department and Animal Control staff all support the continuation of the Urban Deer Management ordinance and rules.

Therefore, it is the recommendation of the City Manager that the Council adopt Alternative #1, thereby approving bow hunting within the park system, on City property, and on other eligible non-public property with regulations and dates/times highlighted above, along with the requirements of the existing Urban Deer Management ordinance.

Creating a process for designating additional hunting locations on private property will provide a tool for private landowners and other public entities to participate in efforts to control the deer population. Additional notice requirements will ensure that that neighboring property owners are formally notified of a property being considered for hunting.

Staff Report

Penalties for Parking Violations

August 9, 2011

This report will provide a brief overview of the penalties for parking infractions, the cost of parking enforcement operations, and the rationale for potential changes in the parking fines.

Background

Overtime parking occurs when the time a motorist parks at a metered spot exceeds the time paid on the meter. The fine for this violation is \$5 if paid within seven days, and \$10 thereafter. This rate was last increased in 2003. This violation accounted for 24,208 of approximately 50,894 tickets written in 2010.

Illegal parking violations include such things as blocking sidewalks or driveways, parking without the proper permit or permission, or parking in violation of alternate side or hour of day restrictions. The fine for this violation is \$10 if paid within seven days, and \$15 thereafter. These rates were increased from \$5 to \$10 in 2003. On November 16, 2006, staff and neighborhood representatives studying parking in the University Impacted Area recommended the illegal parking violation increase to \$15, but Council chose to leave the fine at \$10. In 2010, there were 26,686 illegal parking citations

Violation of the municipal regulation reserving space for persons with disabilities is currently set at \$100.

Deterrence

One rationale for setting parking fine amounts derives from the potential to deter illegal parking. While the “deterrent effect” of a given penalty certainly varies among individuals, the willingness to risk the penalty is probably also influenced by the availability of parking options. For instance, with a ready supply of convenient parking options (metered spaces for example), most people will comply with parking regulations and park legally. Under these conditions, any parking citation is undesirable and serves as a deterrent.

As the supply of available parking decreases, however, the motorist is often willing to pay more in order to park their car. At some point, the cost of a parking ticket can become equivalent to the cost of parking. In essence, the citation can become a “convenience fee” for the privilege of parking at a desirable location. This may be most evident on football game days when there is readily available parking on university lots with rates beginning at \$20 per vehicle. Many attendees are willing to pay \$20 or more to park their vehicle on game day. Some, however, choose to avoid these costs and park illegally on City streets; and a portion of this group will accept a \$10 illegal parking

citation in order to park illegally on City streets near to the Stadium. It should also be noted that some illegal parking citations stem from misinterpretation of complex regulations or motorists who are simply misled by seeing someone else park illegally.

It is likely that the current \$10 citation is a modest deterrent to most illegal parking. On football game days or during other major special events, \$10 may be an inadequate deterrent.

Support of Operations

A second perspective on the fine amounts derives from the cost of enforcement. The overall average cost of a parking citation was \$6.72 in 2010 (\$6.67 per illegal and \$6.78 per overtime). This average cost was at \$5.11 in 2008 and \$6.62 in 2009. While there is some year-to-year fluctuation in the cost of enforcement and the number of citations, the citation cost seems to consistently exceed the current fine amount for an overtime citation. However, it must be emphasized that these costs do not include payment processing and collection, all of which would add to the overall cost incurred per ticket.

Other Communities

The following table details overtime and illegal parking fines for a selection of other Iowa communities.

City	Overtime Fine	Illegal Fine
Ankeny	\$15, \$20 if not paid in 30 days	\$15, \$20 if not paid in 30 days
Cedar Falls	\$10, \$15 if not paid in 30 days	\$10, \$15 if not paid in 30 days
Clive	\$15, \$20 if not paid in 30 days	\$15, \$20 if not paid in 30 days
Dubuque	\$7, \$12 if not paid in 30 days	\$15, \$20 if not paid in 30 days
Iowa City	\$10 (variable at meters)	\$15, \$20 if not paid in 30 days
Mason City	\$15, \$20 if not paid in 30 days	\$15, \$20 if not paid in 30 days
West Des Moines	\$15, \$20 if not paid in 30 days	\$15, \$20 if not paid in 30 days
Iowa State University	\$10	\$15-30

Most of the cities in this survey have an illegal parking fine amount of \$15. There was somewhat more variability in how communities addressed overtime parking violations, although a majority had amounts similar to the \$15 for illegal parking. Iowa City, for instance, had a scaled response with the first violation waived at meters, followed by rapidly escalating amounts for repeat offenders. Dubuque charges \$7 for this violation, which would align well with a “break-even” philosophy for the cost of writing citations.

Parking for Persons with Disabilities

State penalties for violation of parking regulations which reserve spaces for persons with disabilities was increased from \$100 to \$200. Historically, the City’s ordinance has applied the same fine as the state. On that basis, it seems appropriate to consider changing the municipal ordinance penalty to \$200.

Summary

Parking fines are primarily set to encourage compliance with regulations, and a secondary goal may be to cover the expenses associated with enforcement of parking regulations. In considering these goals and the current practices in other cities, it seems appropriate for the City Council to consider increasing the illegal parking fine to \$20 (\$15 if paid within seven days), the overtime parking fine to \$12 (\$7 if paid within seven days), and the Parking for Persons with Disabilities fine to \$200.

Alternatives

Illegal Parking

The City Council can increase illegal parking fines to \$20 (\$15 if paid within seven days).

The City Council can increase illegal parking fines to a different amount.

The City Council can make no change in illegal parking fines.

Overtime Parking

The City Council can increase overtime parking fines to \$12 (\$7 if paid within seven days).

The City Council can increase overtime parking fines to a different amount.

The City Council can elect to make no change to the overtime parking fine amount.

Parking for Persons with Disabilities

The City Council can increase the fine for a Parking for Persons with Disabilities violation to \$200.

The City Council can increase the fine for a Parking for Persons with Disabilities violation to a different amount.

The City Council can elect to make no change to the Parking for Persons with Disabilities fine.

Next Steps

In the event that the Council desires to further consider increases in the City's parking fine structure, it will next be important to solicit stakeholder input before a decision is made. With Council's approval, staff will begin gathering stakeholder input on this issue from neighborhoods, downtown and Campustown businesses, students, visitors,

organizations that bring visitors to Ames, and others who are impacted by parking fines. That input will then be brought back to the City Council for further consideration.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING SUBSECTIONS 18.1(8), 18.2(1)(2), 18.4(4), 18.7(1), AND 18.18(1)(2)(3) AND ENACTING NEW SUBSECTIONS 18.1(8), 18.2(1)(2), 18.4(4), 18.7(1), AND 18.18(1)(2)(3) FOR THE PURPOSE OF REPLACING THE TERM “HANDICAPPED” WITH “PERSONS WITH DISABILITIES” AND REPEALING SUBSECTION 18.7(2) AND ENACTING A NEW SUBSECTION 18.7(2), FOR THE PURPOSE OF INCORPORATING THE STATE PROVISION REGARDING THE FINE AMOUNT; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; 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 amending subsections 18.1(8), 18.2(1)(2)(3), 18.4(4), 18.7(1), 18.18(1)(2)(3) and repealing subsection 18.7(2) and enacting a new subsection 18.7(2) as follows:

Sec. 18.1. DEFINITIONS; CITY MANAGER'S AUTHORITY; TRAFFIC CONTROL MARKINGS; MISCELLANEOUS GENERAL RULES.

...

(8) The city manager is authorized to designate parking spaces on the public streets and highways and in municipal parking lots for use only by motor vehicles transporting persons with disabilities.

...

Sec. 18.2. DESIGNATION OF PERSONS WITH DISABILITIES PARKING ON PRIVATE PROPERTY.

(1) All public and private buildings and facilities, temporary and permanent, used by the general public, which are not residences, shall set aside at least two percent of the parking spaces provided as persons with disabilities parking spaces as defined in Chapter 321L of the Iowa Code. There shall be at least one parking space for persons with disabilities in any off-street nonresidential parking facility available to the public which has a total of ten or more parking spaces.

(2) All public and private buildings and facilities, temporary and permanent, which are residences, excluding condominiums as defined in Chapter 499B of the Iowa Code, and which provide ten or more parking spaces, excluding extended health care facilities, shall set aside at least one persons with disabilities parking space as defined in Chapter 321L of the Iowa Code for each individual dwelling unit in which a person with disabilities resides.

[State Law Ref. Chapters 104A, 601E] (Ord. No. 2788, Sec. 1, 10-20-81)[State Law Ref. Chapter 321L]

Sec. 18.4 PARKING METER MAP; EFFECTIVE HOURS FOR METERS.

...

(4) Persons properly displaying a valid city issued permit to allow persons with disabilities to park at metered spaces shall be allowed to park at metered spaces during the hours indicated at (3) above, without regard to the maximum time limitation indicated on the official parking meter map or on the meter.

(Ord. No. 843, Sec. 212; Code 1956, Sec. 25-112; Ord. No. 1091, Sec. 1, 2-10-63; Ord. No. 2242, Sec. 1, 2, 3-19-68; Ord. No. 2590, Sec. 1, 2, 4-5-77; Ord. No. 2637, Sec. 1, 2-7-78; Ord. No. 2782, Sec. 1, 9-1-81; Ord. No. 2902, Sec. 1, 7-24-84; Ord. No. 2963, Sec. 1, 9-30-86; Ord. No. 3547, 1-25-00)

Sec. 18.7. PARKING VIOLATIONS; METHOD OF CHARGING; METHOD OF PAYING.

(1) Any violation of any parking regulations of this chapter, or of Section 22.8 (snow routes), may be charged by placing a notice of violation and fine on the vehicle so parked. The amount of the fine payable for each violation of Section 18.28 (overtime parking) shall be ten dollars (\$10.00). However, if the fine is paid within the first seven (7) days of the date of the violation, five dollars (\$5.00) of the fine amount will be waived. The amount of fine payable for all other parking violations, except Section 18.18(1) (persons with disabilities parking), including snow route violations, shall be fifteen dollars (\$15.00). However, if the fine is paid within the first seven (7) days of the date of the violation, five dollars (\$5.00) of the fine amount will be waived. Any fines that remain unpaid after thirty (30) days from the date of the violation will be deemed contested and may be prosecuted.

(2) The amount of fine payable for violation of Section 18.18(1) (persons with disabilities parking) shall be equivalent to the fine amount contained in Iowa Code Section 805.8A(1)(c) and shall only be enforceable by notice and fine payable to the City of Ames Finance Department.

...

Sec. 18.18 PARKING ONLY FOR PERSONS WITH DISABILITIES.

(1) No person shall park a vehicle in any parking space on private or public property that is designated and marked or signed as reserved only for motor vehicles transporting persons with disabilities, unless there is displayed in such vehicle, in a manner visible from outside such vehicle, the special identification device available to persons with disabilities from the Iowa Department of Transportation.

(2) In spaces designated as parking only for motor vehicles displaying the special DOT persons with disabilities identification device that are posted with a time limit, no vehicle shall remain in a space beyond the time limit posted.

(3) There shall be a two hour time limit at posted persons with disabilities parking spaces.

(Ord. No. 2606, Sec. 1, 6-7-77; Ord. No. 3244, Sec. 1, 10-12-93; Ord. No. 3290, Sec. 1, 8-23-94; Ord. No. 3553, 3-7-00) ”

Section Two. Violation of the provisions of this ordinance shall constitute a simple misdemeanor punishable as set out by law.

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

Section Four. 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

Ann H. Campbell, Mayor

COUNCIL ACTION FORM

SUBJECT: SALE OF CITY PROPERTY LOCATED AT 1013 ADAMS STREET

BACKGROUND:

On June 28, 2011, Council adopted a resolution proposing the sale of City property located at 1013 Adams Street by auction and establishing a minimum bid of \$125,000.

Four open houses were held for those interested in touring the home. Over 450 persons attended the open houses. Marketing/educational brochures were distributed at the open houses and listed on the City's web site. Channel 12 continually aired information about the upcoming sale, paid advertisements were placed in local media publications, and the sale was listed on unique web sites where people typically search nationally for historic properties.

The auction was held on July 27, 2011, with three bidders competing to purchase the property. Bidders were required to (1) submit a pre-approved letter of financing, (2) file a Certified Check, Cashier's Check, bank draft, money order, or warrant in the amount of \$5,000, and (3) sign a disclosure form acknowledging that the bidder was aware that the property contains lead-based paint. The person bidding the highest was Debra Spohnheimer of New York, NY, with a bid of \$145,000.

You will recall that the all of the City's expenses will be deducted from the sale price, and the net proceeds will then be distributed to the Ames Historical Society.

ALTERNATIVES:

1. Accept the bid of \$145,000 and proceed with the steps to complete the sale of the property at 1013 Adams Street to Debra Spohnheimer.
2. Reject the bid of \$145,000.

MANAGER'S RECOMMENDED ACTION:

Since the time this property was bequeathed to the City in the Mary Adams estate, great effort has gone into balancing concerns for park access, historic preservation, and supporting the Ames Historical Society. With this sale, those efforts can now be brought to a successful conclusion.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the bid of \$145,000 and directing the City Attorney to prepare the necessary documents to facilitate the sale of 1013 Adams Street to Debra Spohnheimer.

COUNCIL ACTION FORM

SUBJECT: WPC FACILITY METHANE ENGINE GENERATOR REHABILITATION

BACKGROUND:

On July 12, 2011, the City Council authorized issuance of a Notice to Bidders for the Water Pollution Control (WPC) Facility Methane Generator Rehabilitation Project. On July 26, the City received bids to provide all labor, equipment, materials, and other components necessary to complete the above-mentioned project according to City of Ames specifications.

A single bid was received as follows:

	<u>Lump Sum Bid</u>
Ziegler Power Systems, Altoona, IA	\$ 108,530.00

This project was needed after the methane generator failed late in the 2010-11 fiscal year. Funding for the rehabilitation was included in the 2010-11 final budget amendments at a cost of \$75,000. The anticipated cost for construction was \$70,000 based on a budget estimate received from Ziegler approximately three months prior to bid. However, the final bid is \$35,530 over that estimate.

Staff contacted Ziegler to understand the discrepancy between the budget estimate and the bid price. Ziegler offered the following reasons why their bid was higher than the budget, all of which were related to bidding requirements that were different from those assumed in their budget estimate:

1. Their standard practice is to provide remanufactured parts. Because the methane engines have previously experienced shorter than expected cycle times between overhauls, the specifications required new parts on some major items.
2. Their budget estimate did not include repainting the engine, which was required in the specifications.
3. Their budget estimate did not include training costs. The specifications included one day of on-site training on proper operation and maintenance of the engine.
4. Their budget estimate did not include shop consumables, which they included in the final bid.
5. Their budget estimate failed to include sales tax, which was included in the bid as required by the City's standard conditions.
6. Their budget estimate had assumed Ziegler's standard two years/2,000-hour warranty. This engine runs approximately 4,500 hours each year, and staff included a warranty requirement of two years or 9,000 hours. Ziegler had to obtain warranty

coverage from Caterpillar (the original equipment manufacturer) to provide the warranty required by the specification.

After reviewing the reasons for the discrepancy, staff believes that the single bid provided by Ziegler is appropriate based on the scope of work requested and, therefore, supports the award of this contract to Ziegler Power Systems.

On July 26, Council awarded a contract for the WPC Switchgear Maintenance Project, which came in under budget. It is proposed that \$46,400 in savings from the switchgear project now be redirected to the methane generator project, as shown below.

Switchgear Maintenance Project		Methane Engine #3 Overhaul Project	
Engineering	\$ 15,000	Engineering	\$ 2,000
Construction	31,854	Construction	108,530
Contingency (~20%)	6,346	Contingency (~10%)	10,870
Total Cost	\$ 53,200	Total Cost	\$121,400
Budget	\$100,000	Budget	\$ 75,000
Anticipated Savings	\$ 46,800	Anticipated Shortfall	\$ 46,400

ALTERNATIVES:

1. Accept the single low lump sum bid of \$108,530 from Ziegler Power Systems of Altoona, Iowa to provide all labor, equipment, materials, and other components necessary to complete the WPC Facility Methane Generator Rehabilitation Project. Costs in excess of the budgeted amount will be transferred from savings of the WPC Facility Switchgear Maintenance Project.
2. Do not accept bids at this time for this project.

MANAGER'S RECOMMENDED ACTION:

The methane generator is an integral and vital component of the Water Pollution Control Facility, using biogas from the process to produce electricity and reduce electrical costs. Past experience has revealed challenges in keeping these methane generators in operation over time. It is clearly in the City's best interest to maintain this unit in a high degree of reliability.

Therefore, it is the City Manager's recommendation that the City Council adopt Alternative No. 1, thereby accepting the low lump sum bid of \$108,530 from Ziegler Power Systems of Altoona, Iowa.



Legal Department

515 Clark Avenue, P.O. Box 811
Ames, IA 50010
Phone: 515-239-5146
Fax: 515-239-5142

August 5, 2011

The Honorable An Campbell, Mayor
and Members of the City Council

Re: Ordinance Establishing New Wards and Precincts based on Federal Decennial Census

Dear Mayor Campbell and Council Members:

You will recall that at the council meeting of July 26th, discussion occurred to inform you of the changes in boundaries for wards and precincts necessitated by the results of the Federal decennial census. At the conclusion of your discussion, the City Attorney was directed to prepare an ordinance with those changes.

Attached you will find the draft language for that ordinance. Unfortunately, the ordinance text alone does lend to a quick understanding of where the boundary lines will be. To make it easier to picture the boundary locations, I have included a map of the proposed wards and precincts that will be created by this ordinance.

In addition, your ordinance is the most current draft of the proposed text. Since the Story County Auditor is still reviewing this proposed text, it is possible that slight changes to the descriptions of some of these boundary lines may occur before Tuesday night's meeting. If that happens, revised text will be provided.

Your favorable consideration of this proposed ordinance is requested.

Sincerely,

Judy K. Parks
Assistant City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, FOR THE PURPOSE OF ESTABLISHING AND DESCRIBING WARDS AND PRECINCTS FOLLOWING THE 2010 DECENNIAL CENSUS AND AFTER REDISTRICTING OF CONGRESSIONAL AND LEGISLATIVE DISTRICTS, BY REPEALING SECTIONS 6.4 THROUGH 6.11 AND ENACTING AMENDED SECTIONS 6.4 THROUGH 6.11; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT, AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by repealing Sections 6.4 through 6.11 and enacting amended Sections 6.4 through 6.11 as follows:

“Sec. 6.4. FIRST WARD DESCRIBED.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Lincoln Way and Beach Avenue;
East along Lincoln Way to the centerline of Grand Avenue;
North along Grand Avenue to the centerline of 24th Street;
East along 24th Street to the centerline of Jensen Avenue;
North along Jensen Avenue to the centerline of Luther Drive;
West then north along Luther Drive to the centerline of 28th Street;
West along 28th Street to the centerline of Grand Avenue;
North along Grand Avenue and Highway 69 to the city corporate limits;
Along the city corporate limits to their intersection with the intersection of the centerlines of Green Hills Drive and Oakwood Road;
North then East along Green Hills Drive to the centerline of University Boulevard;
North along University Boulevard to the centerline of Mortensen Parkway;
West along Mortensen Parkway to the centerline of State Avenue;
North along State Avenue to the centerline of Lincoln Way;
East along Lincoln Way to the centerline of Hayward Avenue;
South along Hayward Avenue to the centerline of Knapp Street;
East along Knapp Street to the centerline of Ash Avenue;
North along Ash Avenue to the centerline of Sunset Drive;
East along Sunset Drive to the centerline of Pearson Avenue;
South along Pearson Avenue to the centerline of Greeley Street;
East along Greeley Street to the centerline of Beach Avenue;
North along Beach Avenue to the point of beginning.

Sec. 6.5. SECOND WARD DESCRIBED.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Lincoln Way and University Boulevard;
North and west along University Boulevard to the centerline of Stange Road;
North on Stange Road to the centerline of 24th Street;
West then North along George Washington Carver Avenue to the centerline of intersection of George Washington Carver Avenue and Bloomington Road;
West then North on George Washington Carver Avenue to the city corporate limits;
Along the city corporate limits to their intersection with the centerline of Grand Avenue;
South along Grand Avenue to the centerline of 28th Street;
East along 28th Street to the centerline of Luther Drive;

South then East along Luther Drive to the centerline of Jensen Avenue;
South along Jensen Avenue to the centerline of 24th Street;
West along 24th Street to the centerline of Grand Avenue;
South along Grand Avenue to the centerline of Lincoln Way;
West along Lincoln Way to the point of beginning.

Sec. 6.6. THIRD WARD DESCRIBED.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Lincoln Way and State Avenue;
South along State Avenue to the centerline of Mortensen Parkway;
East along Mortensen Parkway to the centerline of University Boulevard;
South along University Boulevard to the city corporate limits;
Along the city corporate limits to the centerline of Idaho Avenue extended;
South along the centerline of Idaho Avenue extended to the centerline of the intersection with Ontario Street;
East along Ontario Street to the intersection with the centerline of North Dakota Avenue;
South along North Dakota to **the point where Clear Creek intersects with North Dakota Avenue;**
South and east along the southern boundary of census tract 0006 004 0000 to the intersection with the centerline of Hyland Avenue;
South along Hyland Avenue to the intersection with the centerline of Oakland Street;
West along Oakland Street to the intersection with the centerline of Franklin Avenue;
South along Franklin Avenue to the intersection with the centerline of West Street;
East along West Street to the intersection with the centerline of Colorado Avenue;
South along Colorado Avenue to the intersection with the centerline of Lincoln Way;
East along Lincoln Way to the point of beginning.

Sec. 6.7. FOURTH WARD DESCRIBED.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Lincoln Way and University Boulevard;
West along Lincoln Way to the centerline of Beach Avenue;
South along Beach Avenue to the intersection with the centerline of Greeley Street;
West along Greeley Street to the intersection with the centerline of Pearson Avenue;
North along Pearson Avenue to the intersection with the centerline of Sunset Drive;
West along Sunset Drive to the intersection with the centerline of Ash Avenue;
South along Ash Avenue to the intersection with the centerline of Knapp Street;
West along Knapp Street to the intersection with the centerline of Hayward Avenue;
North along Hayward Avenue to the intersection with the centerline of Lincoln Way;
West along Lincoln Way to the intersection with the centerline of Colorado Avenue;
North along Colorado Avenue to the intersection with the centerline of West Street;
West along West Street to the intersection with the centerline of Franklin Avenue;
North along Franklin Avenue to the intersection with the centerline of Oakland Street;
East along Oakland Street to the intersection with the centerline of Hyland Avenue;
North along Hyland to the centerpoint of its intersection with Pammel Drive;
West and southwest along the southern boundary line of census tract 0006 004 000 to its intersection with North Dakota Avenue;
North along North Dakota Avenue to the intersection with the centerline of Ontario Street;
West along Ontario Street to the intersection with the centerline of Idaho Avenue;
North along Idaho Avenue Extended to the city corporate limits;
East then north along the city corporate limits to the intersection with the center line of George Washington Carver Avenue;
East then south along George Washington Carver Avenue to the intersection with the centerline of Stange Road;

South along Stange Road to the intersection with the centerline of University Boulevard;
East then south along University Boulevard to the point of beginning.

Sec. 6.8. FIRST WARD VOTING PRECINCTS.

The First Ward is divided into voting precincts as follows:

(1) First Ward, Precinct No. 1 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of US Highway 30 and University Boulevard;
North along University Boulevard to the intersection with the centerline of S 16th Street;
Southeast along S 16th Street to the intersection with the centerline of Creekside Drive;
South along Creekside Drive Extended to southern right-of-way line of US Highway 30;
East along Highway 30 to the city corporate limits;
South the west then north then west along the city corporate limits to the intersection with the centerline of University Boulevard;
North along University Boulevard to the point of beginning.

(2) First Ward, Precinct No. 2 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Lincoln Way and Beach Avenue;
East along Lincoln Way to the centerline of S Grand Avenue;
South along S Grand Avenue to the centerline of S 4th Street;
West along S 4th Street to the intersection with the centerline of University Boulevard;
South along University Boulevard to the intersection with the centerline of Mortensen Parkway;
West along Mortensen Parkway to the intersection with the centerline of State Avenue;
North along State Avenue to the intersection with the centerline of Lincoln Way;
East along Lincoln Way to the intersection with the centerline of Hayward Avenue;
South along Hayward Avenue to the intersection with the centerline of Knapp Street;
East along Knapp Street to the intersection with the centerline of Ash Avenue;
North along Ash Avenue to the intersection with the centerline of Sunset Drive;
East along Sunset Drive to the intersection with the centerline of Pearson Avenue;
South along Pearson Avenue to the intersection with the centerline of Greeley Street;
East along Greeley Street to the intersection with the centerline of Beach Avenue;
North along Beach Avenue to the point of beginning.

(3) First Ward, Precinct No. 3 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Lincoln Way and Duff Avenue;
North along Duff Avenue to the intersection of the centerline of E. 5th Street;
East along E. 5th Street to the intersection with the centerline of Carroll Avenue;
North along Carroll Avenue to the intersection of the centerline of E. 6th Street;
East along E. 6th Street to the intersection of the centerline of Maxwell Avenue;
North along Maxwell Avenue to the intersection of the centerline of E. 13th Street;
East along E 13th Street to the Skunk River;
From the Skunk River along the city corporate limits to the east then north then east and then south and then west to the Skunk River;
West along US Highway 30 to the intersection of the centerline of Creekside Drive extended;
North along Creekside Drive extended to the intersection with the centerline of S. 16th Street;
West along S. 16th Street to the intersection with the centerline of University Boulevard;
North along University Boulevard to the intersection with the centerline of S. 4th Street;

East along S. 4th Street to the intersection with the centerline of S. Grand Avenue;
Then East from centerline of S. Grand Avenue along S. 3rd Street to the intersection with the centerline of Duff Avenue;
North along Duff Avenue to the point of beginning.

(4) First Ward, Precinct No. 4 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of 15th Street and Grand Avenue;
East along 15th Street to the intersection with the centerline of Duff Avenue;
South along Duff Avenue to the intersection with the centerline of E. 14th Street;
East along E. 14th Street to the intersection with the centerline of Carroll Avenue;
South along Carroll Avenue to the intersection with the centerline of E. 13th Street;
East along E. 13th Street to the intersection with the centerline of Maxwell Avenue;
South along Maxwell Avenue to the intersection with the centerline of E. 6th Street;
West along E. 6th Street to the intersection with the centerline of Carroll Avenue;
South along Carroll Avenue to the intersection with the centerline of E. 5th Street;
West along E. 5th Street to the intersection with the centerline of Duff Avenue;
South along Duff Avenue to the intersection with the centerline of S.E. 3rd Street;
West along S.E. 3rd Street to the intersection with the centerline of S. Grand Avenue;
North along S. Grand Avenue to the point of beginning.

(5) First Ward, Precinct No. 5 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of 15th Street and Grand Avenue;
North along Grand Avenue to the centerline of 24th Street;
East along 24th Street to the centerline of Jensen Avenue;
North along Jensen Avenue to the centerline of Luther Drive;
West then North along Luther Drive to the centerline of 28th Street;
West along 28th Street to the centerline of Grand Avenue;
North along Grand Avenue and continuing on Highway 69 to the city corporate limits;
Along the city corporate limits to their intersection with E 13th Street;
West along E 13th Street to the centerline of Carroll Avenue;
North along Carroll Avenue to the intersection with the centerline of E. 14th Street;
West along E. 14th Street to the intersection with the centerline of Duff Avenue;
North along Duff Avenue to the intersection with the centerline of 15th Street;
West along 15th Street to the point of beginning.

Sec. 6.9. SECOND WARD VOTING PRECINCTS.

The Second Ward is divided into voting precincts as follows:

(1) The Second Ward, Precinct No. 1 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of 13th St. and Grand Avenue;
South along Grand Avenue to the intersection with the centerline of Lincoln Way;
West along Lincoln Way to the intersection with the centerline of University Boulevard;
North along University Boulevard to the intersection with the centerline of Stange Road;
North along Stange Road to the intersection with the centerline of 13th Street;
East along 13th Street to the point of beginning.

(2) The Second Ward, Precinct No. 2 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:

Beginning at the intersection of the centerlines of 20th Street and Grand Avenue;

South along Grand Avenue to the intersection with the centerline of 13th Street;

West along 13th Street to the intersection with the centerline of Stange Road;

North along Stange Road to the intersection with the centerline of 24th Street;

East along 24th Street to the intersection with the eastern boundary of census block 0001006021;

South along the eastern boundary of census block 0001006021 to the intersection with the centerline of 20th Street;

East along 20th Street to the point of beginning.

(3) Second Ward, Precinct No. 3 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:

Beginning at the intersection of the centerlines of 20th Street and Grand Avenue;

West along 20th Street to the western boundary of census block 0003001004;

North along the western boundary of census block 0003001004 to the intersection with the center line of 24th Street;

East along 24th Street to the intersection with the centerline of Hoover Avenue;

North along Hoover Avenue and continuing on Edgewater Drive to the intersection with the centerline of Adams Street;

East along Adams Street to the intersection with the centerline of Dawes Drive;

North along Dawes Drive to the city corporate limits;

Along the city corporate limits to their intersection with the centerline of Highway 69;

South along Highway 69 and continuing on Grand Avenue to the centerline of 28th Street;

East along 28th Street to the centerline of Luther Drive;

South then East along Luther Drive to the centerline of Jensen Avenue;

South along Jensen Avenue to the centerline of 24th Street;

West along 24th Street to the centerline of Grand Avenue;

South along Grand Avenue to the point of beginning.

(4) Second Ward, Precinct No. 4 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:

Beginning at the intersection of the centerlines of 24th Street and Hoover Avenue;

West along 24th Street to the intersection with George Washington Carver Avenue;

Continuing West then North along George Washington Carver Avenue to the intersection with the centerline of Bloomington Road;

East along Bloomington Road to the intersection with Top-O-Hollow Road;

East on Top-O-Hollow Road to the intersection with the centerline of Hoover Avenue;

South on Hoover Avenue to the point of beginning.

(5) Second Ward, Precinct No. 5 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:

Beginning at the intersection of George Washington Carver Avenue and Bloomington Road;

West then North along George Washington Carver Avenue to the city corporate limits;

Along the city corporate limits to the intersection with Dawes Drive;

South along Dawes Drive to the intersection with the centerline of Adams Street;

West along Adams Street to the intersection with the centerline of Edgewater Drive;

South along Edgewater Drive to the intersection with the centerline of Top-O-Hollow Road;

West along Top-O-Hollow Road to the intersection with Bloomington Road;

West along Bloomington Road to the point of beginning.

Sec. 6.10. THIRD WARD VOTING PRECINCTS.

The Third Ward is divided into voting precincts as follows:

(1) Third Ward, Precinct No. 1 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Mortensen Parkway and University Boulevard;
South along University Boulevard to the city corporate limits;
Along the city corporate limits to the intersection with the centerline of South Dakota Avenue;
North along South Dakota Avenue to the intersection with the centerline of Mortensen Road;
East along Mortensen Road to the centerline of Coconino Road;
South along Coconino Road to the intersection with Maricopa Drive;
East along Maricopa Drive to the intersection with the centerline of Walton Drive;
North along Walton Drive to the intersection with the centerline of Seagrave Boulevard;
North on Seagrave Boulevard to the intersection with the centerline of Mortensen Road;
East along Mortensen Road and continuing on Mortensen Parkway to the point of beginning.

(2) Third Ward, Precinct No. 2 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of State Avenue and Mortensen Road;
West along Mortensen Road to the intersection with the centerline of Seagrave Blvd.;
South on Seagrave Blvd to the intersection with the centerline of Walton Drive;
South along Walton Drive to the intersection with the centerline of Maricopa Drive;
West along Maricopa Drive to Coconino Road;
North along Coconino Road to the intersection with the centerline of Mortensen Road;
West along Mortensen Road to the intersection with the centerline of Miller Avenue;
North along Miller Avenue to the intersection with the centerline of Clemens Boulevard;
East along Clemens Boulevard to the intersection with the centerline of South Dakota Avenue;
South along South Dakota Avenue to the northern boundary line of census block 0013013000;
East along the northern boundary of census block 0013013000 to the intersection with the centerline of State Avenue;
South along State Avenue to the point of beginning.

(3) Third Ward, Precinct No. 3 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Lincoln Way and State Avenue;
South along State Avenue to the southern boundary line of census block 0013012006;
West along the southern boundary line of census block 0013012006 to the intersection with the centerline of South Dakota Avenue;
North along South Dakota Avenue to the intersection with the centerline of Lincoln Way;
East along Lincoln Way to the intersection with the centerline of Marshall Avenue;
North on Marshall Avenue to the intersection with the centerline of Story Street;
East on Story Street to the intersection with the centerline of Crane Avenue;
North along Crane Avenue to the intersection with the centerline of West Street;
East along West Street to the intersection with the centerline of Colorado Avenue;
South along Colorado to the intersection with the centerline of Lincoln Way;
East along Lincoln Way to the point of beginning.

(4) Third Ward, Precinct No. 4 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Lincoln Way and South Dakota Avenue;

South along South Dakota Avenue to the intersection with the centerline of Clemens Boulevard;
West along Clemens Boulevard to the intersection with the centerline of Miller Avenue;
South along Miller Avenue to the intersection with the centerline of Mortensen Road;
East along Mortensen Road to the intersection with the centerline of South Dakota Avenue;
South along South Dakota Avenue to the city corporate limits;
West then north then west then north then west then north then east then south then west then south along the city corporate limits to the intersection with the centerline of Lincoln Way;
East along Lincoln Way to the point of beginning.

(5) Third Ward, Precinct No. 5 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Franklin Avenue and West Street;
West along West Street to the intersection with the centerline of Crane Avenue;
South on Crane Avenue to centerline of the intersection of Story Street;
Along that Story Street that runs west to the intersection with the centerline of Marshall Avenue;
South along Marshall Avenue to the intersection with the centerline of Lincoln Way;
West along Lincoln Way to the city corporate limits;
Along the city corporate limits to the intersection with the centerline of Idaho Avenue extended;
South along Idaho Avenue extended to the intersection with the centerline of Ontario Street;
East along Ontario Street to the intersection with the centerline of North Dakota Avenue;
South along North Dakota Avenue to the intersection with Clear Creek;
Then east along the northern boundary line of census block #0003013000 to the intersection with the centerline of Hyland Avenue;
South along Hyland Avenue to the intersection with the centerline of Oakland Street;
West along Oakland Street to the intersection with the centerline of Franklin Avenue;
South along Franklin Avenue to the point of beginning.

Sec. 6.11. FOURTH WARD VOTING PRECINCTS.

The Fourth Ward is divided into voting precincts as follows:

(1) Fourth Ward, Precinct No. 1 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of Lincoln Way and Welch Avenue;
East along Lincoln Way to the intersection with the centerline of Beach Avenue;
South along Beach Avenue to the intersection with the centerline of Greeley Street;
West along Greeley Street to the intersection with the centerline of Pearson Avenue;
North along Pearson Avenue to the intersection with the centerline of Sunset Drive;
West along Sunset Drive to the intersection with the centerline of Ash Avenue;
South along Ash Avenue to the intersection with the centerline of Knapp Street;
West along Knapp Street to the intersection with the centerline of Welch Avenue;
North along Welch Avenue to the point of beginning.

(2) Fourth Ward, Precinct No. 2 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:
Beginning at the intersection of the centerlines of the intersection of Wallace Road and University Boulevard;
East then South along University Boulevard to the intersection with the centerline of Lincoln Way;
West along Lincoln Way to the intersection with the centerline of Knoll Road;
North along Knoll Road to the intersection with the centerline of Union Drive;
North along Union Drive and continuing along Wallace Road to the point of beginning.

(3) Fourth Ward, Precinct No. 3 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:

Beginning at the intersection of the centerlines of Lincoln Way and Sheldon Avenue;

North along Sheldon Avenue with the intersection of the centerline of Union Drive;

East along Union Drive to the intersection with the centerline of Bissell Road;

North along Bissell Road to the intersection with the centerline of Pammel Drive;

East along Pammel Drive and continuing on University Boulevard to the intersection with the centerline of Wallace Road;

South along Wallace Road and continuing on Union Drive to the intersection with the centerline of Knoll Road;

South along Knoll Road to the intersection with the centerline of Lincoln Way;

West along Lincoln Way to the intersection with the centerline of Welch Avenue;

South along Welch Avenue to the intersection with the centerline of Knapp Street;

West along Knapp Street to the intersection with the centerline of Hayward Avenue;

North along Hayward Avenue to the intersection with the centerline of Lincoln Way;

West along Lincoln Way to the point of beginning.

(4) Fourth Ward, Precinct No. 4 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:

Beginning at the intersection of centerlines of Lincoln Way and Sheldon Avenue;

West along Lincoln Way to the intersection with the centerline of Colorado Avenue;

North along Colorado Avenue to the intersection with the centerline of West Street;

West along West Street to the intersection with the centerline of Franklin Avenue;

North along Franklin Avenue to the intersection with the centerline of Oakland Street;

East along Oakland Street to the intersection with the centerline of Hyland Avenue;

North along Hyland Avenue to the southern boundary line of census block #0006004000;

West then south along the southern boundary line of census block #0006004000 to the intersection with the centerline of North Dakota Avenue;

North along North Dakota Avenue to the intersection with the centerline of Ross Road;

East then south along Ross Road to the intersection with the centerline of Phoenix Street;

East along Phoenix Street then continuing north on Garfield Avenue to the intersection with the centerline of Ontario Street;

East along Ontario Street to the intersection with the centerline of Stange Road;

South along Stange Road to the intersection with the centerline of Pammel Drive;

West along Pammel Drive to the intersection with the centerline of Bissell Road;

South along Bissell Road to the intersection with the centerline of Union Drive;

West along Union Drive to the intersection with the centerline of Sheldon Avenue;

South along Sheldon Avenue to the point of beginning.

(5) Fourth Ward, Precinct No. 5 Described.

The area bounded by the following points, proceeding generally in a clockwise manner:

Beginning at the intersection of centerlines of Stange Road and Ontario Street;

West along Ontario Street to the intersection with the centerline of Garfield Avenue;

South on Garfield Avenue continuing west on Phoenix Street to the intersection with the centerline Mesa Verde Place;

North on Mesa Verde Place to the intersection with the centerline of Ross Road;

West along Ross Road to the intersection with the centerline of North Dakota Avenue;

North along North Dakota Avenue to the intersection with the centerline of Ontario Street;

West along Ontario Street to the intersection with the centerline of Idaho Avenue;

North along Idaho Avenue extended to the city corporate limits;

Along the city corporate limits to the intersection with the centerline of George Washington Carver Avenue;

East then South along George Washington Carver Avenue to the intersection with the centerline of Stange Road;
South along Stange Road to the point of beginning.”

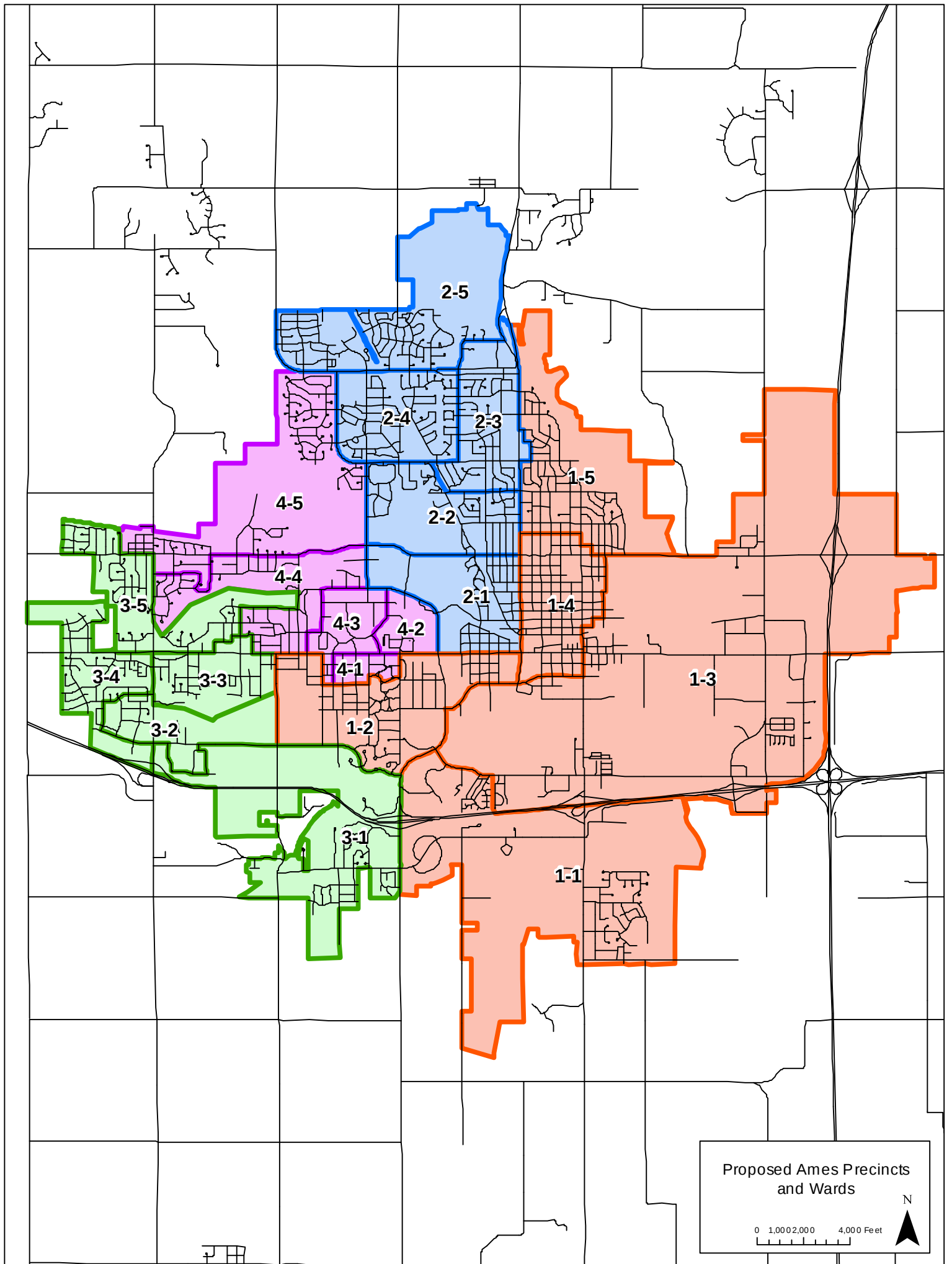
Section Two. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict, if any.

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

Ann H. Campbell, Mayor



Proposed Ames Precincts
and Wards

0 1,000 2,000 4,000 Feet

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