

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
MARCH 6, 2012

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.

PROCLAMATION:

1. Proclamation for Second Annual Eco Fair, March 24, 2012

PRESENTATION:

2. Government Finance Officers Association Distinguished Budget Presentation Award

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.

3. Motion approving payment of claims
4. Motion approving Minutes of Regular Meeting of February 28, 2012
5. Motion approving Report of Contract Change Orders for February 16-29, 2012
6. Motion approving renewal of the following beer permits, wine permits, and liquor licenses:
 - a. Class A Liquor w/ Outdoor Service – Elks Lodge #1626, 522 Douglas Avenue
 - b. Class C Beer and B Wine – Swift Stop #5, 3218 Orion Street
 - c. Class C Liquor – Carlos O’Kelly’s Mexican Café, 631 Lincoln Way
 - d. Special Class C Liquor – Valentino’s, 823 Wheeler Street, #1
 - e. Class E Liquor, C Beer, and B Wine – Sam’s Club #6568, 305 Airport Road
 - f. Special Class C Liquor – The Spice Thai Cuisine, 402 Main Street
 - g. Class C Beer – Swift Stop #4, 1118 South Duff Avenue
 - h. Class C Liquor – Legends American Grille, 119 Stanton Avenue, Suite 701
 - i. Special Class C Liquor – Lucullan’s Italian Grill, 400 Main Street
 - j. Class C Beer & B Wine – Kum & Go #227, 2108 Isaac Newton Drive
 - k. Class C Liquor – Café Northwest, 114 Des Moines Avenue
7. Resolution approving appointments to City’s various boards and commissions
8. Resolution adopting Rental Housing Inspections Fees
9. Resolution approving temporary increases of one Water Plant Operator FTE and one Water Pollution Control Plant Operator FTE
10. Resolution approving preliminary plans and specifications for 2011/12 Collector Street Pavement Improvements; setting March 20, 2012, as bid due date and March 27, 2012, as date of public hearing
11. Resolution approving preliminary plans and specifications for 2010/11 Airport Improvements (West Apron Rehabilitation); setting April 4, 2012, as bid due date and April 10, 2012, as date of public hearing

12. Resolution approving preliminary plans and specifications for 2010/11 Concrete Pavement Improvements (Lincoln Swing and Oakland Street); setting April 4, 2012, as bid due date and April 10, 2012, as date of public hearing
13. Resolution approving preliminary plans and specifications for Unit No. 8 Feedwater Heater Replacement; setting April 11, 2012, as bid due date and April 24, 2012, as date of public hearing
14. Resolution approving preliminary plans and specifications for Unit No. 8 Superheater and Boiler Tube Replacement Project; setting April 25, 2012, as bid due date and May 8, 2012, as date of public hearing
15. Resolution awarding contract to Fairbanks Scales, Inc., of Davenport, Iowa, in the amount of \$48,036.00 for 2011/12 Resource Recovery System Improvements (New Scale Platform)
16. Resolution approving Change Order No. 1 for Power Plant Unit No. 8 Air Heater Basket

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

HEARINGS:

17. Hearing on Amendments to Fiscal Year 2011/12 Budget:
 - a. Resolution amending budget for current Fiscal Year ending June 30, 2012
18. Hearing on adoption of 2012/13 budget:
 - a. Resolution approving 2012/13 budget
19. Hearing on General Obligation Loan Agreement:
 - a. Resolution approving General Obligation Loan Agreement in an amount not to exceed \$13,150,000 for the purpose of paying for improvements to streets, water and sanitary sewer lines, flood mitigation projects, rehabilitating City parks, and replacing City park bicycle/pedestrian bridge

PERMITS, PETITIONS, AND COMMUNICATIONS:

20. Motion approving Outdoor Service Area extension for Dublin Bay, 320 South 16th Street

COUNCIL FOLLOW-UP REPORTS:

21. Request from Roger Wheeler for tax abatement for 202 East Lincoln Way commercial property
22. Staff report on request for Land Use Policy Plan amendment for property commonly known as Oaks Golf Course
23. Staff report on request for Land Use Policy Plan amendment for property west of George Washington Carver

ELECTRIC:

24. Motion rejecting all bids for Steam Turbine No. 8 Parts Procurement and authorizing staff to proceed with overhaul, with intent to make necessary repairs and allow third party suppliers to obtain information for future supply of replacement parts

LIBRARY:

25. Resolution approving contract with SirsiDynix/Bibliotheca of Lehi, Utah, for Radio Frequency Identification (RFID) project in an amount not to exceed \$92,719.95

TRANSIT:

26. Resolution authorizing CyRide staff to prepare and submit 2012 TIGER grant application for Phase II of Intermodal Facility, and if approved, provide 50% of cost to repay federal interest up to a maximum of \$137,500

PLANNING & HOUSING:

27. Resolution approving Development Agreement with R. Friedrich and Sons for 605 and 615 East Lincoln Way
28. Resolution approving Downtown Facade Grants

ADMINISTRATION:

29. Funding request for Retail Market Analysis
30. Funding request for travel expenses for City Council members participating in Chamber of Commerce's Washington, DC, trip
31. Funding request to develop Logo Style Guide
32. Discussion of additional questions in annual Resident Satisfaction Survey

COUNCIL COMMENTS:

CLOSED SESSION:

33. Motion to hold closed session as provided by Section 21.5(1)c, *Code of Iowa*, to discuss strategy with counsel for matters presently in litigation

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*.**

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

AMES, IOWA

FEBRUARY 28, 2012

REGULAR MEETING OF THE AMES CONFERENCE BOARD

The regular meeting of the Ames Conference Board was called to order by Chairperson Ann Campbell at 6:30 p.m. on February 28, 2012. Present from the Ames City Council were Davis, Larson, Orazem, Szopinski, and Wacha. Story County Board of Supervisors present were Clinton and Toot. Representing the Ames School Board were Espeset and Talbot. Gilbert School District and United School District were not represented.

Chairperson Campbell announced that the Conference Board would be working off of an Amended Agenda: the second appointment to the Board of Review (Judy Albright) had been added.

MINUTES OF THE JANUARY 24, 2012, CONFERENCE BOARD REGULAR MEETING:

Moved by Davis, seconded by Clinton, to approve the minutes of the Regular Meeting of the Conference Board of January 24, 2012.

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

APPOINTMENTS TO BOARD OF REVIEW: Moved by Davis, seconded by Espeset, to adopt RESOLUTION NO. 12-062 approving appointments of Roy Zingg and Judy Albright to the Board of Review.

Roll Call Vote: 3-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PUBLIC HEARING ON PROPOSED FY 2012/13 BUDGET FOR AMES CITY ASSESSOR'S OFFICE: Chairperson Campbell opened the public hearing. No one came forward to comment, and the hearing was closed.

Moved by Davis, seconded by Clinton, to adopt the proposed FY 2012/13 Budget for the Ames City Assessor's Office.

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

ADJOURNMENT: Moved by Davis, seconded by Clinton, to adjourn the Ames Conference Board 6:34 p.m.

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

REGULAR MEETING OF THE AMES CITY COUNCIL

The regular meeting of the Ames City Council was called to order by Mayor Campbell at 6:38 p.m. on February 28, 2012, in the City Council Chambers in City Hall, 515 Clark Avenue. Present from the Ames City Council were Davis, Larson, Orazem, Szopinski, and Wacha. *Ex officio* Member Finseth was also present. Council Member Goodman arrived at 7:10 p.m.

CONSENT AGENDA: Council Member Davis requested to pull Consent Item No. 4 (renewal of beer permits, wine permits, and liquor licenses) for separate discussion. Council Member Szopinski asked to pull Consent Item No. 9 (setting date of hearing on General Obligation Loan Agreement) for separate discussion. Council Member Orazem wanted Consent Item No. 10 (rebate to Bethesda Lutheran Church) pulled for separate discussion.

Moved by Davis, seconded by Wacha, to approve the following items on the Consent Agenda:

1. Motion approving payment of claims
2. Motion approving Minutes of Special/Regular Meeting of February 14, 2012
3. Motion approving Report of Contract Change Orders for February 1-15, 2012
4. Motion directing City Attorney to draft ordinance changing Library Board of Trustees' term appointment dates from July 1 to April 1
5. RESOLUTION NO. 12-063 approving Agreement with Iowa DOT for Traffic Safety Improvement Program (TSIP) funds for West Lincoln Way Intersection Improvements (Lincoln Way and Dotson Drive Intersection)
6. RESOLUTION NO. 12-064 approving Extension Amendment to Agreement for Joint and Cooperative Action for Waste Disposal with Boone County
7. RESOLUTION NO. 12-065 approving Certificate of Consistency on behalf of Assault Care Center Extending Shelter and Support (ACCESS) Non-Profit Organization
8. RESOLUTION NO. 12-068 approving Real Estate Contract with Martha Benson for acquisition of 4.3 acres between McCarthy Lee Park and Munn Woods
9. RESOLUTION NO. 12-069 approving preliminary plans and specifications for 2011/12 & 2012/13 Neighborhood Curb Replacement Program; setting March 21, 2012, as bid due date and March 27, 2012, as date of public hearing
10. RESOLUTION NO. 12-070 approving preliminary plans and specifications for 2010/11 Asphalt Resurfacing/Seal Coat Reconstruction/Asphalt Reconstruction Program; setting March 21, 2012, as bid due date and March 27, 2012, as date of public hearing
11. RESOLUTION NO. 12-071 approving preliminary plans and specifications for 2012/13 Water System Improvements, Water Service Transfers Contract, #1; setting March 21, 2012, as bid due date and March 27, 2012, as date of public hearing
12. RESOLUTION NO. 12-072 approving preliminary plans and specifications for 2012/13 Water System Improvements, Water Main Replacement; setting March 21, 2012, as bid due date and March 27, 2012, as date of public hearing
13. RESOLUTION NO. 12-073 approving preliminary plans and specifications for Secondary Feed System for Pre-Processed Boiler Fuel at Resource Recovery Plant; setting March 20, 2012, as bid due date and March 27, 2012, as date of public hearing
14. RESOLUTION NO. 12-074 approving preliminary plans and specifications for Replacement of Rubber Flooring at Ames/ISU Ice Arena; setting March 20, 2012, as bid due date and March 27, 2012, as date of public hearing
15. RESOLUTION NO. 12-075 awarding contract to IP Pathways, LLC, of Urbandale, Iowa, in the amount of \$107,647.38 for hardware, software, and services to support Public Safety Information Management System
16. RESOLUTION NO. 12-076 awarding contract with NOVA Bus, Inc., for up to \$1,396,600 for purchase of two articulated buses
17. RESOLUTION NO. 12-077 awarding contract to INIT Innovations in Transportation, Inc., for Transit Scheduling software in an amount not-to-exceed \$180,481.71
18. RESOLUTION NO. 12-078 approving Change Order No. 15 with Weitz Company for deduct of \$9,200 for Intermodal Facility
19. RESOLUTION NO. 12-079 approving renewal of contract with RESCO of Ankeny, Iowa, for purchase of Electric Distribution Transformers, in accordance with unit prices and energy losses bid
20. RESOLUTION NO. 12-080 approving contract and bond for NCAH Pump Station and Wastewater Metering Facilities Improvements
21. RESOLUTION NO. 12-081 accepting final completion of 2010/11 Water System Improvements, Water Service Transfers (Ash Avenue)

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

RENEWAL OF BEER PERMITS, WINE PERMITS, AND LIQUOR LICENSES:

Council Member Davis asked that the Police Department comment on the number of violations issued to Headliner’s at 2430 Lincoln Way. He thought perhaps that a six-month license should be approved in lieu of an annual license to see if the situation improves. Commander Huff noted that Headliner’s had been cited 11 times. He acknowledged that that number is not necessarily acceptable, but not incredibly high. According to Commander Huff, in some of the incidents, those cited did enter with a fake ID. In one case, some of the employees were fired on the spot when there were three violations in one night. On that night, the bar manager called Commander Huff, before he had a chance to call him, to explain what had happened and what had been done to remedy the situation. He also followed up with a letter. Since that date, there have not been any problems at Headliner’s; so the Police Department was recommending renewal.

Moved by Davis, seconded by Larson, to approve renewal of the following beer permits, wine permits, and liquor licenses:

- a. Class C Beer – Almost Always Open, 419 Lincoln Way
- b. Class C Beer & B Native Wine – Casey’s General Store #2905, 3612 Stange Road
- c. Class C Liquor – Headliner’s, 2430 Lincoln Way
- d. Class C Liquor w/Outdoor Service – Coldwater Golf Links, 615 S. 16th Street

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

SETTING DATE OF PUBLIC HEARING ON GENERAL OBLIGATION LOAN AGREEMENT:

Council Member Szopinski asked for a clarification of the line item for extension of utilities east, which is listed as \$4.3 million. It was her recollection that no utility rates would be raised at this point in time. City Attorney Marek advised that *Iowa Code* requires the public hearing to be on the total maximum amount that could be levied. He noted that the action requested at this meeting was simply to set the date of public hearing for the total maximum amount; however, it does not mean that bonds in that amount will be issued. City Manager Schainker further stated that the action gives the City authority to issue bonds up to that amount, but it will require separate action to issue those bonds. He also indicated that staff might not have all the answers by the budget hearing date to make the decision on whether to proceed with extending utilities east of the Interstate, but by state law, the City has to set a maximum amount to match its budget, which currently has \$4.3 million for that project. There will be action taken at a later date that will give staff authorization to sell the bonds and/or raise rates, if necessary. Mr. Marek explained that if the \$4.3 million was not included at this time, the City would be precluded from issuing bonds for that project if the Council decided to proceed with it in the future.

Moved by Szopinski, seconded by Davis, to adopt RESOLUTION NO. 12-066 setting March 6, 2012, as date of public hearing on General Obligation Loan Agreement in an amount not to exceed \$13,150,000 for the purpose of paying for improvements to streets, water and sanitary sewer lines, flood mitigation projects, rehabilitating City parks, and replacing a City park bicycle/pedestrian bridge.

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

REBATE PAYMENT TO BETHESDA LUTHERAN CHURCH: Council Member Orazem advised that he had no concerns about approving the rebate; however, he would like to have an explanation of what the terms are and what kind of businesses could qualify for the rebate. City Manager Schainker stated that the rebate was being awarded as part of the City’s Demand Side Management program. Mr. Orazem asked if the amount was calculated by determining the anticipated savings on the part of the utility. Assistant City Manager Lundt advised that the rebate is based on avoided costs, i.e., the number of kilowatt hours saved, which either delays or prevents the City from having

to make power purchases or build more generation. The rebate is paid after the equipment is installed. Electric Services Director Donald Kom further explained that the purpose of the City's Demand Side Management program is to delay the eventual need for the next generator. The rebate program is based on a value of \$500 per kilowatt. He said that, typically, to install new generation, it costs approximately \$1,000 per kilowatt. To qualify for the program, there must be a fairly substantial investment by an entity that demonstrates a substantial investment to the City utility.

Moved by Orazem, seconded by Davis, to adopt RESOLUTION NO. 12-067 approving a rebate payment to Bethesda Lutheran Church for installation of geothermal heating and cooling.

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

PUBLIC FORUM: No one came forward to speak.

NEW 8-MONTH CLASS B BEER PERMIT FOR HOMEWOOD GOLF COURSE: Moved by Davis, seconded by Larson, to approve a new 8-month Class B Beer Permit for Homewood Golf Course.

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

5-DAY LICENSES FOR OLDE MAIN BUILDING: Moved by Larson, seconded by Davis, to approve:

a. Class C Liquor (March 1-5) at ISU Alumni Center, 420 Beach Avenue

b. Class C Liquor (March 13-17) at Reiman Gardens, 1407 University Boulevard

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

GREEK WEEK 2012: Tyler Kai, General Co-Chair, and Joe Hora, Logistics Chair, explained requests for temporary parking prohibitions and street closures that will facilitate Greek Week activities. Leslie Schacht, Office of Greek Affairs, advised that a Greek Affairs staff member will be present at all events.

Moved by Davis, seconded by Larson, to adopt RESOLUTION NO. 12-082 approving closure of portions of Sunset Drive, Ash Avenue, Gray Avenue, Greeley Street, and Lynn Avenue from 5:00 p.m. on Friday, March 30 to 7:00 p.m. on Saturday, March 31.

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

Moved by Davis, seconded by Larson, to adopt RESOLUTION NO. 12-083 approving suspension of parking regulations for portions of Gray Avenue, Greeley Street, Pearson Avenue, Lynn Avenue, and Sunset Drive from 7:00 p.m. Thursday, March 29 to 7:00 p.m. Saturday, March 31.

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

Mayor Campbell announced that Item No. 28, request of Deery Brothers for tax abatement, would be delayed since the meeting was running ahead of schedule and a Deery representative was not yet present.

LIBRARY RENOVATION AND ADDITION: Library Director Art Weeks explained that, on July 21, 2009, the Library Board of Trustees approved a contract for architectural services with Meyer, Scherer & Rockcastle, Ltd. The contract allowed for the second phase of the project in the event the referendum passed. According to Mr. Weeks, Meyer, Scherer & Rockcastle has done a wonderful

job for the Library so far. The second phase includes design development, contract documents, cost estimations, bid procedures, construction administration, building commissioning, and all work required under the contract for the conclusion of the project. Phase II also includes all work required for selection and procurement of furnishings, fixtures, signage, equipment, and interior design. Mr. Weeks advised that it is anticipated for design development to conclude by mid-May, with the project bid in October. It is hoped that construction would begin as early as December 2012 or January 2013. The construction period is estimated to be 18 months. At the inquiry of Council Member Larson, Mr. Weeks advised that the contract specifies professional services fees of 9% of the estimated costs of construction and furnishings, less a lump sum credit of \$102,223 for work done during Phase I that was applicable to Phase II.

Moved by Orazem, seconded by Wacha, to adopt RESOLUTION NO. 12-084 awarding a contract to Meyers, Scherer, & Rockcastle, Ltd., of Minneapolis, Minnesota, in the amount of \$1,487,325, plus reimbursable expenses in an amount not to exceed \$40,000, for Phase II of Ames Public Library Renovation and Addition.

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

PROPOSED 2012/13 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM:

Housing Coordinator Vanessa Baker-Latimer recalled that the City Council members, at their January 24, 2012, meeting had indicated agreement with the proposed 2012/13 Action Plan projects and budget. Ms. Baker-Latimer noted that all of the activities would be of 100% benefit to low- and moderate-income persons and/or neighborhoods. On February 15 and 16, 2012, staff had hosted three public forum opportunities regarding the Plan. Ms. Baker-Latimer summarized the comments received during the forums. She said that interest had been expressed about using CDBG funds under the Neighborhood Housing Improvements Program to include a program that would provide funds to assist rental property owners in making repairs to properties to make them available to rent to low-income households and families. According to Ms. Baker-Latimer, in order to include that program, there would have to be a stipulation that those residences would have to remain affordable for a certain period of time and made available only to low-income households. Staff would have to monitor that to ensure compliance with that requirement. Ms. Baker-Latimer also commented on the single-family conversion program, which is a program listed under the proposed Annual Action Plan. The deadline for proposals was extended until March 2, 2012.

Moved by Wacha, seconded by Davis, to adopt RESOLUTION NO. 12-085 approving the proposed 2012/13 Annual Action Plan projects and authorizing staff to prepare the Action Plan document for a 30-day comment period.

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

REQUEST OF DEERY BROTHERS FOR TAX ABATEMENT:

City Manager Steve Schainker recalled that on February 14, 2012, the City Council had referred a letter from Brad Deery requesting that the Council consider granting a five-year tax abatement for their proposed development.

Mr. Schainker noted that staff had prepared a report outlining the issues dealing with the particular request. In that report, staff had provided arguments for and against granting tax abatement for the property at the southwest corner of SE 16th Street and South Dayton Road. Mr. Schainker commented that Council Member Wacha had provided copies of the previously approved Highway

Commercial tax abatement criteria to the City Council. Staff had reviewed that criteria and determined that they were not relevant to this particular request because they dealt with redevelopment infill projects. Mr. Schainker also noted that under that criteria, auto dealerships would be exempt. He emphasized that if Council were to choose to offer tax abatement for the project in question, a plan and criteria would have to be established, either for the three lots or for a larger area.

City Council Member Goodman arrived at 7:10 p.m.

City Attorney Marek explained to the Council that tax abatement provisions are contained in Chapter 404 of the *Iowa Code*. That Section provides that local governments may establish areas that meet certain eligibility criteria. The area is defined by ordinance and a public hearing would be held to approve the plan and set the eligibility criteria for the abatement, which is based on the percentage of property tax increase from the improvements. Staff had determined that none of the current urban revitalization programs that had been established by the City addressed the Deery proposal; there is no area previously defined by Council that would cover this and there is no plan that would cover it. The property in question is not an established Urban Revitalization Area. City Manager Schainker emphasized that the Council could establish a new plan for the area in question with its own eligibility criteria. Mr. Marek said that an area under the state law that might define the area could be a economic development area if the Council decided it wanted to encourage development for the betterment of the community.

Council Member Larson stated that he sees the Deery proposal as a bare piece of ground where nothing has developed for years and perhaps should be incentivized so that it could be turned into productive land.

Council Member Wacha questioned why auto dealerships were exempted from eligibility in the previous criteria. Planning and Housing Director Steve Osguthorpe noted that automotive sales was listed as a non-qualifying use in the redevelopment criteria for creation of an urban revitalization area; however, he is not certain if that was a Council directive or a staff recommendation. Pertaining to the criteria established related to redevelopment of South Duff, staff believed, at that time, that automobile dealerships might be a use that would “break” the synergy of pedestrian movement from one retail use to another.

Council Member Orazem asked to know the rationale as to why SE 16th/Dayton was a priority area and improvements, i.e., paving, new bridge, were constructed. City Manager Schainker said that the owners of the hotels wanted a direct route to the South Duff commercial area. The second reason was that the City Council at that time indicated a desire to develop the area into a viable commercial district. At the inquiry of Council Member Larson, City Attorney Marek said that three lanes were constructed during the paving project. Area property owners were assessed for part of the paving and the bridge. Mr. Larson offered his opinion that if the City doesn’t do something to spark development in the area, it would be like “building a bridge to nowhere.”

Council Member Goodman said it was his recollection that there were two benefits to the City making such a large investment in the area: (1) “clean up” the graveled road from existing hotels to the commercial area of South Duff and (2) to spur development. He did not believe that Council ever intended to use additional incentives if the initial investment was not enough. Mr. Goodman also noted that, at the time, there was no need to pave the road per the transportation model of the community. A traffic analysis had been performed, and Highway 30 was determined to move traffic adequately. Council Member Larson noted that approximately one-third of the project was paid for

by adjacent land owners. City Attorney Marek advised that the paving and bridge project in this area equated to \$4.3 million; 1.3 million was assessed to business owners in the area, and \$3 million was paid for the City.

John Lott, Benjamin Design, advised that he was representing Deery Brothers. He pointed out that the property in question had been vacant for quite some time, and the request presents an opportunity for development. Mr. Lott believed that, by asking for tax abatement, it only meant that there would be a “rest period” before tax revenues would be collected. He advised that the City is collecting less than \$5,000 in taxes now. He alleged that the property taxes on only the land would bring in over \$40,000/year. Out of the 26 acres, only 11.5 acres are available for development. The remaining acres would be planted in prairie grasses, which would improve the area aesthetically. In addition, when the land is sold, the assessment for the land, which would no longer be ag, would be paid to the City in an amount of approximately \$300,000; that would be an immediate infusion of funds to the City coffers. Mr. Lott noted that over ten times the current amount of property taxes would be collected, if the development is allowed to move forward, before the tax assessments are made on the buildings.

Mr. Lott again pointed out that the abatement would be for a short period of time, possibly only three years depending on the schedule; after which, the full amount of property taxes would be collected. In addition, projections are that 40 new jobs would be provided for just the Deery Brothers development, with two lots remaining to be developed. It is possible that over 100 new jobs would be created from three lots.

Mayor Campbell was concerned that the price of the land did not take into account the fact that it is located in a flood area. She felt that the price should have been reduced for that reason, rather than the owner requesting tax abatement from the City to pay for infill dirt. Mr. Lott said that he had not been involved in negotiations for the land and did not know the cost. He noted that Ames did not have a lot of land to offer that met the criteria needed by an auto dealership, e.g., next to a major road that is next to a major interchange. According to Mr. Lott, to make it usable, it will take \$1.4 to \$1.5 million to raise the site (three properties) approximately five feet above the minimum level set by the local flood zone maps. Upon being questioned by Council Member Wacha, Mr. Lott advised that tax abatement would probably not have been requested if the land was not located in the floodway. He pointed out, however, that the City had set the stage for commercial development in this area by investing millions of dollars to make it appealing to developers.

Council Member Larson also noted that the City Council was committed to establishing a positive image of Ames from Highway 30 and Interstate 35. Previously, Council established the Southeast Overlay with its greater design requirements to ensure a higher quality appearance and approved a decorative lighting project along the Highway 30 entryway.

Council Member Larson reiterated that the land in question is now taxed as Agricultural land; once it is developed, it would be taxed as Highway-Oriented Commercial land.

Council Member Goodman noted that there are many commercial projects on South Duff Avenue who had to build their sites up before developing the land and not one of them had asked for tax abatement.

Council Member Szopinski noted that pictures she has seen has shown the property under water during the flood. She felt that, with that knowledge, the new owner should have negotiated a lower

price for the land. Mr. Lott again indicated that he did not know if the price of the land had been negotiated based on the fact that it was located in the floodway.

Council Member Goodman felt strongly that the market should determine whether a project will work. He feels that it is very unique for a project to come in and state that it has to have tax abatement to be successful. Mr. Goodman stated his opposition to incentivizing retail.

Dan Culhane, President of the Ames Economic Development Commission, advised that the amount of tax abatement based on a \$1,000,000 project would be approximately \$96,000. He believes that the potential developer is a reputable Iowa company that would bring 40 new jobs to Ames. Mr. Culhane advised that the AEDC is fully supportive of this project to be located in a currently underperforming corridor in the Ames community.

Council Member Orazem noted that, according to Mr. Deery's letter, there will be total tax revenues of \$320,000 when all 11.5 acres is developed. Council Member Davis pointed out that the Deery project would be on approximately three (3) acres of the total 11.5 acres available.

Council Member Larson believes that the odds are rather slim that a project is going to come in and develop anything commercially in this area in the next three years, which would be the tax abatement schedule. He sees this project as giving a sense of vitality from the eastern edge of the community. At the end of those three years, the City would receive taxes for 100% of the property's valuation.

City Manager Schainker advised that, if the City Council continues with past practice, three tax abatement schedules would be offered to the developer – a three-year 100% abatement, a five year partial/decreasing abatement, and a 10 year partial/decreasing abatement. This is different than the five year/100% abatement that Mr. Deery had requested. Mr. Schainker recommended that the City stay with its normal three-year 100% abatement.

Council Member Larson believes that this project would be the perfect use for the land in question; however, it does not fit under any of the current City's Urban Revitalization criteria. He suggested that a new area be created with its own eligibility criteria.

Council Member Orazem asked to know the exact numbers for the abatement. City Manager Schainker said staff would have to get those numbers to the Council.

Council Member Larson said he felt that if the developer is going to spend more on building up the land to make it usable than what the tax abatement would be, that should justify the granting of the tax abatement. Noting that the area in question is in the floodway, it is his opinion that commercial development will not occur in this area without tax abatement. Council Member Goodman said that flooding is an even bigger issue, as many residents believe that development should not be allowed in the floodway and it definitely should not be incentivized.

Council Member Wacha said that, as the City has attempted to make itself more developer-friendly, it makes itself susceptible to receiving this type of request. However, he believes that the City definitely must have criteria in place before making a decision on this type of request because it would not be fair to those who have already made commercial investments and those who will make them in the future. City Manager Schainker stated that staff is not asking Council to approve tax abatement at this meeting. If it indicates a desire to pursue this, staff will have to come back with a plan and eligibility criteria. The process will take at least 90 days.

Council Member Orazem would like to see the ultimate tax abatement tied to valuation.

Moved by Larson, seconded by Davis, to refer this request back to staff to develop criteria for an economic development tax abatement area from South Duff Avenue to Dayton Road along SE 16th Street, and that the criteria would specifically include costs for raising land at least three feet out of the floodway fringe and an engineering study showing that the impact of raising the land would have no impact on surrounding properties, and any other criteria that staff feels are necessary.

Council Member Wacha wanted one of the criteria to include a specific number of jobs. City Manager Schainker indicated that tying tax abatement to performance is difficult to prove. Once the project has been built, but the performance issue has not been met, it is very difficult, if not impossible, to get the tax abatement repaid to the City. He suggested that staff come back with eligibility criteria first.

Council Member Goodman again argued that retail should not be incentivized. He contended that business owners take risks with their own money with the intention and hope of making a profit.

Vote on Motion: 4-2. Voting aye: Davis, Larson, Orazem, Wacha. Voting nay: Goodman, Szopinski. Motion declared carried.

WATER POLLUTION CONTROL LONG-RANGE FACILITY PLAN: Water and Pollution Control Director John Dunn explained the multi-step process to determine the firm to perform the work. He described the selection criteria that staff felt were important and the weights assigned to each. Mr. Dunn advised that Statements of Qualifications (SOQs) were publicly solicited from 15 firms to prepare the Long-Range Facility Plan. Eight proposals were received. After the nine-member selection committee reviewed the SOQs, five consulting teams were invited to interview. Each team was evaluated based on its qualifications and understanding of the project. The selection committee identified HDR, Inc., as the preferred firm to prepare the Plan.

Environmental Engineer Kris Evans explained that a Long-Range Facility Plan is a document describing how the treatment facility is going to handle increased flows, loads, and regulatory requirements for the next 20 years. Ms. Evans also described the scope of work to be performed by the firm selected to create the Plan. Simultaneously with preparation of the Plan, Asset Management and Sanitary Sewer studies will be undertaken.

Moved by Orazem, seconded by Wacha, to adopt RESOLUTION NO. 12-086 awarding a contract to HDR, Inc., of Omaha, Nebraska, for Water Pollution Control Long-Range Facility Plan in an amount not to exceed \$379,200.

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

TEMPORARY INCREASE OF ONE FTE AT WATER TREATMENT PLANT: Assistant City Manager Bob Kindred advised that the agenda that had been posted did not include this item. When the Agenda was amended, it appeared that Item No. 32 had been inadvertently omitted. City Attorney Doug Marek confirmed that this item could not be discussed as it would be a violation of the Open Meetings law since it had not been included on the Agenda that had been posted.

HEARING ON MAIN STREET ALLEY PROJECT: Mayor Campbell opened the public hearing. There being no one who wished to speak, the hearing was closed.

Moved by Goodman, seconded by Davis, to adopt RESOLUTION NO. 12-087 approving final plans and specifications and awarding a contract to Absolute Concrete of Slater, Iowa, in the amount of \$94,457.

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

SEMI-ANNUAL REPORT OF BUSINESS DEVELOPMENT COORDINATOR: Seana Perkins reminded the Council that the shared position for business development and marketing is jointly supervised by the City Manager and the Ames Economic Development Commission President. Ms. Perkins began her work as the Business Development Coordinator on July 18, 2011. The Council's attention was brought to the FY 2011/12 Business Development Goals that had been set through an internal process. It was noted that Goals 1 through 11 had been accomplished.

Ms. Perkins explained how customer feedback is received. She said that as feedback is obtained, opportunities have been created for process improvement. It was pointed out that her position is utilized as an information resource. Typically, requests involve businesses that have an end goal in sight, but do not know how to resolve a specific unexpected issue. In an effort to identify those issues early in the process, a Development Toolkit has been created. Ms. Perkins reviewed the proposed components of the Development Toolkit. She advised that once the Development Toolkit is deployed, it is anticipated that more specific toolkits will be created, e.g., restaurant/bar, retail.

According to Ms. Perkins, she will be assisting with the update of the economic development portion of the City's website, which will provide consistency of information between the City's and AEDC's websites. Information contained in the Toolkits will be added to the websites.

2012/13 COUNCIL GOALS, OBJECTIVES, AND TASKS: City Manager Schainker noted that on January 7, 2012, the newly constituted City Council met to set its goals and objects for the next two years. He had summarized the deliberations and identified tasks for accomplishing the work and provided same to the Mayor and Council members for review. He asked if they had any additions, deletions, or corrections to the document.

Council Member Larson asked that a correction be made under the second objective under "Support Environmental Sustainability," on Page 1. It should read, "The City Manager will approach AMOS to determine their interest in conducting this type of session."

Council Member Szopinski requested a correction to the first paragraph on Page 3. It should state, "The Public Relations Official will create a public information campaign to make sure those who are contemplating developing a new business and/or expanding a business in the City are aware of Business Development Coordinator services."

It was also noted that the last goal on Page 5 should read, "ENHANCE RELATIONSHIPS WITH ISU THROUGH ADDITIONAL PARTNERSHIPS."

Moved by Davis, seconded by Larson, to approve the 2012/13 Council Goals, Objectives, and Tasks, as modified..

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

COUNCIL COMMENTS: Moved by Larson, seconded by Davis, to refer the letter from the Ames Economic Development Commission dated February 20, 2012, requesting that the City pay for half

of the cost of a retail analysis to be performed by Buxton.
Vote on Motion: 6-0. Motion declared carried unanimously.

CLOSED SESSION: Moved by Orazem, seconded by Goodman, to hold a Closed Session as provided by Section 21.17(3), *Code of Iowa*, to discuss collective bargaining strategy.
Roll Call Vote: 6-0. Motion declared carried unanimously.

The Regular Session reconvened at 9:16 p.m.

Moved by Goodman, seconded by Larson, to adopt RESOLUTION NO. 12-088 ratifying the contract with the IUOE (Power Plant).
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these minutes.

ADJOURNMENT: Moved by to adjourn the meeting at 9:21 p.m.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/> 1 st – 15 th
	<input checked="" type="checkbox"/> 16 th – end of month
Month and year:	February, 2012
For City Council date:	March 6, 2012

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	Purching Contact Person/Buyer
Public Works	2009/10 Arterial Street Pavement Improvement (13 th St/UPRR underpass to Stange Rd)	5	\$1,016,590.76	Wicks Construction, Inc.	\$13,451.22	\$1,125.00	T. Warner	MA
Public Works	2011/12 Water System Improvements (Water Service Transfers)	1	\$352,062.60	Synergy Contracting, LLC	\$0.00	\$32,155.00	B. Kindred	MA
Public Works	Emergency Relief Projects (S. Dayton Ave, 6 th St. Bridge, Lincoln Way Bridge @ Squaw Creek)	1	\$43,030.00	Sheets Excavating, Ltd.	\$0.00	\$-(3,738.22)	T. Warner	MA
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

Memo

Police Department



TO: Mayor Ann Campbell and Ames City Council Members

FROM: Commander Geoff Huff – Ames Police Department

DATE: February 8, 2012

SUBJECT: Beer Permits & Liquor License Renewal Reference City Council Agenda
March 6, 2012

The Council agenda for March 6, 2012, includes beer permits and liquor license renewals for:

- Class A Liquor w/ Outdoor Service – Elks Lodge #1626, 522 Douglas Avenue
- Class C Beer and B Wine – Swift Stop #5, 3218 Orion Street
- Class C Liquor – Carlos O’Kelly’s Mexican Café, 631 Lincoln Way
- Special Class C Liquor – Valentino’s, 823 Wheeler St. #1
- Class E Liquor, C Beer, and B Wine – Sam’s Club #6568, 305 Airport Road
- Special Class C Liquor – The Spice Thai Cuisine, 402 Main Street
- Class C Beer – Swift Stop #4, 1118 South Duff Ave.
- Class C Liquor – Legends American Grille, 119 Stanton Ave Suite 701
- Special Class C Liquor – Lucullan’s Italian Grill, 400 Main Street
- Class C Beer & B Wine – Kum & Go #227, 2108 Isaac Newton Drive
- Class C Liquor – Café Northwest, 114 Des Moines Avenue

A routine check of records found no violations for the Elks Lodge #1626, Carlos O’Kelly’s Mexican Café, Valentino’s, Sam’s Club, The Spice Thai Cuisine, Legends American Grille, Lucullan’s, Kum & Go #227, or Café Northwest during the renewal period.

The same check found that Swift Stop #5 received one citation for selling alcohol to a minor on August 25, 2011 during a compliance check. Swift Stop #5 received a citation for selling tobacco to a minor on November 22, 2011 during a compliance check.

The police department would recommend renewal of all 11 establishments.



*Caring People
Quality Programs
Exceptional Service*

Memo

Mayor's Office

TO: Members of the City Council

FROM: Ann Campbell, Mayor

DATE: March 2, 2012

SUBJECT: Appointments to City Boards and Commissions

Attached you will find a listing of the City's various boards/commissions that have upcoming vacancies and the individuals I have selected to fill them. I am requesting your approval of these appointments.

Thank you for your assistance and cooperation in this important process.

AHC/jlr

Attachment

**MAYOR'S APPOINTMENTS
TO CITY OF AMES BOARDS AND COMMISSIONS
2012**

(* Incumbents)

Board/Commission	Vacancies	Name
ASSET	2	* Dave Elsenbast John Linch
Building Board of Appeals	2	* Charles Haselhoff
Civil Service Commission	1	* Dan Shaffer
COTA	1	* Andrew Zehr
EUORAB/Project Share	2	* Cathy Brown * Dick Johnson
Historic Preservation Commission	3	Jason Dietzenbach * Bill Malone * Sharon Wirth
Human Relations Commission	3	* Amy Longenecker Amit Shah Lea Vogl (1 yr.)
HRC–Investigative Officers	4	Johanna Turner
Parks and Recreation Commission	3	Michaeleen Gerken (1 yr.) Julia Ham * Leo Milleman
Partner Cities Association	3	* Bill Diesslin Kenneth Hampson Judy Jones
Planning and Zoning Commission	3	Robert Bowers * Debbie Lee Yvonne Wannemuehler
Property Maintenance Appeals Board	3	* Jeff Drury * Bert Schroeder * Al Warren
Project Share Committee	1	Jean Kresse (United Way)
Public Art Commission	6	* Greg Fuqua * Bill LaGrange Mary Ann Lundy * Jim Miller Firth Whitehouse
Zoning Board of Adjustment	1	Patrick Brooks

RESOLUTION NO. _____

**RESOLUTION ADOPTING NEW AND REVISED FEES
FOR RENTAL HOUSING REGULATION**

BE IT RESOLVED by the City Council for the City of Ames, Iowa, that the following fees shall be adopted or adjusted to recover the approximate actual costs of city services from those who use and benefit from these services, pursuant to Section 13.300, Ames Municipal Code:

A. Multi-family Dwellings.

Three-Six Apartments	\$24.47/apartment
Seven to Twenty Apartments	\$23.67/apartment
Over Twenty Apartments	\$21.70/apartment

Due and payable June 19 of each year is hereby established for multi-family dwellings (Apartment buildings).

B. Lodging House and Boarding House. A fee of twenty-three dollars and ninety-seven cents (\$23.97) per room, due and payable June 19 of each year, is hereby established for what are called Rooming Houses, Boarding Houses, and Lodging Houses.

C. Fraternity and Sorority Houses. A fee of one-hundred dollars (\$100.00) per structure, due and payable June 19 of each year, is hereby established for Fraternity and Sorority Houses.

D. Owner-Occupied Single-Family Dwelling with Roomers Paying Rent to the Owner. A fee of twenty-nine dollars and seventeen cents (\$29.17) per rental room, due June 19 of each year, is hereby established for single family dwellings with rooms to rent.

E. One- or Two-Family Rental Housing. A fee of twenty-nine dollars and seventeen cents (\$29.17) per unit for single family dwellings and twenty-four dollars and eighty-seven cents (\$24.87) per unit for duplexes, due June 19 of each year, is hereby established for one and two unit dwellings.

F. Special Request Inspection. A fee of fifty-two dollars (\$52.00) per dwelling unit for inspections made at the special request of the owner, a realtor, or potential buyer of a property, is hereby established.

G. Reinspection Fee. A fee of fifty-two dollars (\$52.00) per dwelling unit for a reinspection after one free reinspection, is hereby established.

H. Appeals and Hearings. For petitions for hearings or appeals to the Housing Code Board of Appeals a fee of seventy-eight dollars (\$78.00) shall be charged to defray the costs thereof.

I. Condominiums. A fee of twenty-nine dollars and thirty cents (\$29.30) per unit for condominiums, due June 19 of each year, is hereby established.

BE IT FURTHER RESOLVED, that the aforesaid fees shall be in effect from and after April 1, 2012.

Adopted this _____ day of _____, 2012.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

COUNCIL ACTION FORM

SUBJECT: TEMPORARY STAFFING INCREASE AT WATER TREATMENT PLANT AND WATER POLLUTION CONTROL PLANT

BACKGROUND:

Both the Water Treatment Plant (WTP) and the Water Pollution Control Plant (WPC) are operated 24 hours a day. Each facility has six operators, with one operator on shift at any given time. Within the past three weeks, two operators (one at each plant) have declared their intent to retire. An operator at the WPC facility has announced his retirement effective April 13, and an operator at the WTP has announced his retirement effective May 4, 2012. Because of previous vacancies, both job classifications have an established civil service list. The vacancies created by these two announced retirements will be filled from those lists.

Staff would like to bring the new operators on-board as quickly as possible ahead of the departure of the retiring operators. This would allow time for training the new operators to be able to work by him/herself, thus minimizing the number of overnight shifts the other operators will need to cover.

The impact of this authorization on the current year's payroll budget would be minimal. During FY 2011/12, salary savings for the retiring operator at the WTP will be approximately \$9,800, while costs for the new operator (including the six-week overlap) will be approximately \$9,900. At the WPC facility, the salary savings for the retiring operator will be approximately \$13,100, while costs for the new operator (including a four-week overlap) will be approximately \$11,900.

ALTERNATIVES:

1. Authorize a temporary increase in the number of authorized FTE's at the Water Treatment Plant from six to seven for a period of six weeks, and authorize a temporary increase in the number of authorized FTE's at the Water Pollution Control Plant from six to seven for a period of four weeks.
2. Do not authorize the temporary increases. Staff would then arrange for the new operators to start work following the last working day of the retiring operators.

MANAGER'S RECOMMENDED ACTION:

Operations at both facilities require 24/7 coverage provided by six operators. Having a vacancy in one of these positions requires the other five to adjust their schedules, increasing the number of overnight shifts each would need to fill and impacting their

existing summer vacation plans. Allowing the replacement operators to start prior to the retirement of the current operators will allow the new operators to be trained to operate the plant independently by the time the retiring operators depart. This can be accomplished without exceeding this year's existing budget authorization.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving a temporary increase of one Water Plant Operator FTE for a period of six weeks and a temporary increase of one Water Pollution Control Plant Operator FTE for a period of four weeks.

COUNCIL ACTION FORM

SUBJECT: 2011/12 COLLECTOR STREET PAVEMENT IMPROVEMENTS – ASH AVENUE (MORTENSEN PARKWAY TO KNAPP STREET)

BACKGROUND:

This annual program is for reconstruction or rehabilitation of collector streets. Locations are chosen in accordance with the most current street condition inventory. The 2010/11 program locations are Ash Avenue (Mortensen Parkway to Knapp Street), Ridgewood Avenue (13th Street to 16th Street), and Hayes Avenue (20th Street to 24th Street).

This particular contract is for Ash Avenue from Mortensen Parkway to Knapp Street. This project includes curb and gutter repairs and an asphalt overlay of the roadway from Mortensen Parkway to Country Club Boulevard and a street replacement from Country Club Boulevard to Knapp Street. Repair of the existing storm sewer and sanitary sewers are scheduled throughout the project. Construction is scheduled to be completed through an Iowa Department of Transportation contract during 2012 with the majority of the work taking place during Iowa State University's summer session, with the intention of project completion prior to the first ISU football game in September.

City staff and the Design Consultant, Veenstra & Kimm, held a public meeting including area residents and ISU to discuss the staging of this project. Residents expressed interest in slowing the vehicular traffic as well as accommodating the number of bicycles that utilize the area. It was determined that installation of "bike only" lanes through the area from Mortensen to just south of Country Club would satisfy this neighborhood concern in both regards.

Plans and specifications for this project have been completed by Veenstra & Kimm with a construction estimate of \$1,504,600. Costs for engineering and construction administration are estimated to be \$275,400, bringing the total cost for this location to \$1,780,000.

Funding for this project and program was programmed in the amount of \$1,898,500 from General Obligation Bonds (G.O. Bonds) and \$1,060,000 from MPO/STP funds, bringing total program funding of \$2,958,500. All funding for the Hayes Avenue segment was from G.O. Bonds, and no Surface Transportation Program/ Metropolitan Planning Organization (STP/MPO) funds were used on that portion of the program. Sanitary Sewer Rehabilitation funds will also be used on the Ash Avenue project. The estimated cost and associated revenue source breakdown between the different streets is shown below:

Street	G.O. Bonds	Sanitary Sewer Funds	MPO-STP	Total/Location
Hayes Avenue (Actual)	\$491,015	0	0	\$491,015
Ridgewood Avenue (Estimate)	\$608,985	0	0	\$608,985
Ash Avenue (Estimate)	\$640,000	\$80,000	\$1,060,000	\$1,780,000
Total Location Expenses	\$1,740,000	\$80,000	\$1,060,000	\$2,880,000

ALTERNATIVES:

1. Approve plans and specifications for the 2011/12 Collector Street Pavement Improvements - Ash Avenue (Mortensen Parkway to Knapp Street), by establishing March 20, 2012, as the date of letting and March 27, 2012, as the date for report of bids.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

By approving plans and specifications and setting the letting date, it will be possible to move forward with the rehabilitation of Ash Avenue during the 2012 construction season. Delay of approval could delay the reconstruction by at least one year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving plans and specifications for the 2011/12 Collector Street Pavement Improvements - Ash Avenue (Mortensen Parkway to Knapp Street), by establishing March 20, 2012, as the date of letting and March 27, 2012, as the date for report of bids.

COUNCIL ACTION FORM

SUBJECT: 2010/11 AIRPORT IMPROVEMENTS PROGRAM (WEST APRON REHABILITATION)

BACKGROUND:

The projects included in this program are laid out in the City's Airport Master Plan, which details airport development needs for a ten-year period. The Master Plan Update completed in 2008 identifies projects that qualify for Federal Aviation Administration (FAA) funding. FAA funding provides for 90 percent of the cost of identified projects. This West Apron Rehabilitation project is shown in the 2010/11 fiscal year of the Capital Improvements Plan. The rehabilitation work includes the removal and replacement of the paving and airplane tie-down areas along the west side of the Terminal Building between the T-Hangars and the Airport Fuel Farm.

Alfred Benesch & Company, the City's consulting engineer, has completed plans and specifications with estimated construction costs totaling \$1,473,729, an increase from \$1,266,254 included in the budget. During the budgeting process we expected this project to be eligible to receive a FAA grant for matching funds up to a maximum of 95 percent of the cost. The FAA recently reduced the match to 90 percent. The award of bid will be conditioned upon receiving a discretionary grant from the FAA, due to their policy which only awards these grants based upon actual bids, rather than upon a budgetary value. Given the estimated project total, this will provide approximately \$1,326,356 in federal funding. **The combination of the increase in the project cost and local match requirement result in an \$84,060 increase in local funding requirement for the project.**

The local match of 10 percent is a recent change implemented by the FAA. In prior years and during our budgeting process, the local match percentage had been five percent. **The increase in the local match will require additional draw-down of the Airport construction fund balance, not only for the West Apron Rehabilitation Project, but for other planned FAA assisted airport projects, specifically the Airport Driveways project.** It should also be noted that Council recently approved a local match for the Airport Terminal project from the Local Option Tax Fund, so that project will not impact the balance of the Airport Construction fund.

Attached is a fund sheet providing the results of a City staff review of the impact of the increase in the local match and other expense and revenue changes on the Airport Construction Fund. A summary is provided below:

Budgeted Ending Balance FY 11/12	\$ 8,057
Adjusted Ending Balance	\$(87,573)
Budgeted Ending Balance FY 12/13	\$ 70,822
Adjusted Ending Balance	\$ (5,834)

Projected Ending Balance FY 13/14 \$85,176

The adjustments above include both the change in the local match amount and other changes in revenue and expenditures identified in our review of the fund. Significant changes include an increase in revenue from the farm operations and splitting the cost of a snow blower with the Road Use Tax Fund. Initially the snow blowing equipment was planned for use only at the airport, but it has been determined that the equipment will be available and will improve our snow removal ability on streets with limited access. Because of this, the sharing of cost with the Road Use Tax Fund is appropriate.

Though the fund will have a negative balance for FY 11/12 and FY 12/13, the balance is expected to be restored by the end of FY 13/14 and is expected to increase throughout the term of our five year CIP. Though we do not generally plan for negative fund balances, this is a relatively small amount and could be carried with minimal impact and will allow the City to proceed with current airport improvement plans even with the change in the FAA funding match requirements. Changes to the budget for the current year will be included in the May budget amendments, while future year changes will be included in the FY 13/14 budget and CIP process.

ALTERNATIVES:

1. Approve the plans and specifications for the 2010/11 Airport Improvements project (West Apron Rehabilitation) by establishing April 4, 2012, as the date of letting and April 10, 2012, as the date for report of bids.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

One of the primary goals of the Ames Municipal Airport is the safety of its users. By approving these plans and specifications, the City Council will ensure the continued high safety standard and quality of the facility currently seen at our airport through leveraging federal funds. Even with the decrease in FAA match funding, adequate local resources are available to proceed with this project.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the plans and specifications for the 2010/11 Airport Improvements (West Apron Rehabilitation) by establishing April 4, 2012, as the date of letting and April 10, 2012, as the date for report of bids.

CAPITAL PROJECTS - AIRPORT CONSTRUCTION

This fund accounts for construction, purchase of land, and improvements for the municipal airport. Federal Aviation Administration (FAA) participated in 90% of costs until 2004/05, when FAA's contribution increased to 95%. In FY 2011/12, FAA's contribution decreased back to 90%. The excess of Airport operations revenues each year is transferred from the General Fund to the Airport Construction fund to finance airport improvements.

FUND SUMMARY	2010/11 ACTUAL	2011/12 ADOPTED	2011/12 ADJUSTED	2012/13 ADOPTED	2013/14 EST.
REVENUES:					
Federal Government Revenues	359,439	855,000	2,781,271		1,800,000
Total Before Transfers	359,439	855,000	2,781,271	0	1,800,000
TRANSFERS:					
Local Option Tax (terminal bldg)					200,000
General	40,821	66,339	46,953	81,739	91,010
Total Transfers	40,821	66,339	46,953	81,739	291,010
TOTAL REVENUES	400,260	921,339	2,828,224	81,739	2,091,010
EXPENSES:					
Airport Const. Fund Improv.		75,000	37,500		
9/10 Rehab Taxiway A1	441,273		565,048		
Runway Rehab 13/31	(22,013)				
10/11 West Apron Rehab	78,599		1,473,729		
11/12 Driveways/Parking		900,000	900,000		
Terminal Building					2,000,000
TOTAL EXPENSES	497,859	975,000	2,976,277	0	2,000,000
Excess (Deficit) Revenues					
Over (Under) Expenses	(97,599)	(53,661)	(148,053)	81,739	91,010
Beginning Balance	158,079	80,069	60,480	(87,573)	(5,834)
Ending Balance	60,480	26,408	(87,573)	(5,834)	85,176

COUNCIL ACTION FORM

SUBJECT: 2010/2011 CONCRETE PAVEMENT IMPROVEMENTS – LINCOLN SWING (BEEDLE DRIVE TO SOUTH DAKOTA AVENUE) AND OAKLAND STREET (NORTH HYLAND TO HAWTHORNE AVENUE)

BACKGROUND:

This annual program is to remove and replace concrete street sections that have deteriorated. Removal and replacement of these street sections provide enhanced rideability to residents and visitors.

The project locations are Lincoln Swing between Beedle Drive and South Dakota Avenue and Oakland Street from North Hyland to Hawthorne Avenue. Work will consist of concrete pavement reconstruction, storm sewer intake replacement, sanitary sewer manhole replacement, sanitary sewer main repairs, upgrading of existing pedestrian facilities to meet current Americans with Disabilities Act (ADA) standards, and restoration of the affected areas with sod.

The contract will require Lincoln Swing to be staged to allow for access to all properties at all times during construction and to accommodate the annual Hope Run this spring. Oakland Street will be constructed such that the street will be passable for local traffic during the move-in/move-out times associated with Iowa State University student leases, due to the number of rental properties in the area.

Plans and specifications for this project were completed by Alfred Benesch & Company with estimated construction costs of \$963,641. Engineering and construction administration costs are estimated at \$200,000, bringing total estimated costs to \$1,162,641. This project was programmed with financing in the amount of \$1,000,000 from General Obligation Bonds. Unutilized funds from the 2011/12 Sanitary Sewer Rehabilitation Program in the amount of \$200,000 will also be used, bringing total project funding to \$1,200,000.

ALTERNATIVES:

1. Approve the 2010/2011 Concrete Pavement Improvements – Lincoln Swing (Beedle Drive to South Dakota Avenue) and Oakland Street (North Hyland to Hawthorne Avenue) by establishing April 4, 2012, as the date of letting and April 10, 2012, as the date for report of bids.
2. Direct staff to revise the project.

MANAGER'S RECOMMENDED ACTION:

By approving plans and specifications and setting the date of letting, it will be possible to move forward with the reconstruction of these streets during the 2012 construction season.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the 2010/2011 Concrete Pavement Improvements – Lincoln Swing (Beedle Drive to South Dakota Avenue) and Oakland Street (North Hyland to Hawthorne Avenue) by establishing April 4, 2012, as the date of letting and April 10, 2012, as the date for report of bids.

COUNCIL ACTION FORM

SUBJECT: UNIT 8 FEEDWATER HEATER REPLACEMENT

BACKGROUND:

The proposed project is for a contractor to supply and replace feedwater heaters on Power Plant Unit 8. Feedwater heaters are devices that use extraction steam from the turbine to preheat the feedwater prior to returning to the boiler. This increases the efficiency of the entire steam generating system.

Due to the high number of failures over the past 30 years of operation, the units are now operated in partial bypass mode that results in the use of more fuel needed to produce electricity. Staff has determined that the failures were due to the thinning and wear of the feedwater heater tubes. The need for replacement of these heaters is due to long term corrosion and wear. Twenty-five percent of the tubes have been plugged and replacement of the feedwater heaters is required. Water testing and continuous monitoring is currently in place to reduce corrosion rates and optimize tube life.

Council should note that Unit 7 and Unit 8 each have two feedwater heaters that need to be replaced. At this time, only the feedwater heaters for Unit 8 are scheduled to be replaced since Electric Services currently has a construction permit allowing for this maintenance project. The replacement of the Unit 7 feedwater heaters will be subject to a future regulatory permit approval process, with the actual project planned during FY 2014/15.

The Engineer's estimate of the total contractor cost of this project for Unit 8 is \$875,000. The 2012/13 Capital Improvements Plan includes \$980,000 for Feedwater Tube Replacement for Unit 8, while the 2014/15 CIP includes \$980,000 for the future Feedwater Tube Replacement planned for Unit 7.

ALTERNATIVES:

1. Approve the preliminary plans and specifications for the Unit 8 Feedwater Heater Replacement and set April 11, 2012, as the bid due date and April 24, 2012, as the date of hearing and award of contract.
2. Delay the replacement of the Unit 8 feedwater heaters.

MANAGER'S RECOMMENDED ACTION:

Feedwater heaters are subject to long term corrosion and wear due to operating conditions. Replacement is required in order to maintain operability and high efficiency. As is noted above, poorly maintained feedwater heaters increase costs for the utility, and there is a risk of damage to the boiler due to a higher firing rate. Additionally, staff has already obtained a construction permit for this project so there is minimum risk of anticipated delays in beginning the work.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the preliminary plans and specifications for the Unit 8 Feedwater Heater Replacement and setting April 11, 2012, as the bid due date and April 24, 2012, as the date of hearing and award of contract.

COUNCIL ACTION FORM

SUBJECT: UNIT 8 BOILER SUPERHEATER & BOILER TUBE REPLACEMENT PROJECT

BACKGROUND:

The project proposed will address tube wastage and metallurgy issues by replacing the Power Plant's Unit 8 secondary superheater section. This section is the last section of the boiler before the turbine and contains the highest temperature steam and the highest average metal temperature in the boiler pressure parts. Long term operating conditions have caused portions of the superheater tube material to weaken due to the internal formation of carbon deposits called "graphitization." This weakening of the tubes results in excessive forced outages due to tube failure as the tube material can no longer contain the high pressure steam.

In recent years, Unit 8's boiler has been plagued with tube failures in the lower waterwall and in the superheater sections of the boiler, resulting in numerous forced outages and unit downtime. There is a three-year plan for engineering and re-tubing of the boiler that includes materials and labor to repair and replace portions of the boiler tubes. The plan included replacing the lower portion of the boiler early in 2011 and the superheater in FY 2012/13. Council may recall that the lower waterwall portion was completed last fall. Staff is now ready to proceed with Phase II, which is for work to be done on the superheater portion.

The Phase II scope of work requires the contractor to provide all labor, supervision, administration, and construction management; supplying all construction equipment, materials (which includes 48 fabricated secondary superheater pendants), tools, supplies, and services necessary to perform the specified work, as well as any necessary boiler modifications or demolition to permit removal of existing and installation of new superheater sections and tubes .

Upon City Council approval and receipt of favorable bids, this work would begin during either a fall 2012 or spring 2013 outage based on the availability and delivery of fabricated superheater sections and boiler tubes.

The Engineer's estimate of the cost of the replacement is \$2,475,000. The approved FY 2011/12 CIP includes \$2,500,000 for materials and labor for superheater installation.

Council should note that the plans and specifications include an option for the replacement of the front half of the generating bank tubes. Testing during the fall outage by the boiler manufacturer, Babcock & Wilcox, indicated that several areas of this section have tubes worn from fly ash erosion. While the areas are not immediately

critical for reliable operation, future work will be required. There may be significant synergies between the superheater replacement and this optional work for staff to recommend moving forward with the option. More information may be available for staff to make a recommendation regarding this option during the award stage, after costs are known.

ALTERNATIVES:

1. Approve the preliminary plans and specifications for the Unit 8 Boiler Superheater & Boiler Tube Replacement Project and set April 25, 2012, as the bid due date and May 8, 2012, as the date of hearing and award of contract.
2. Delay the replacement of the tubes.

MANAGER'S RECOMMENDED ACTION:

This project will address Unit No. 8 tube issues by replacing the superheater portions of the boiler. It is crucial to do this work to minimize downtime for the Unit 8 boiler. Optional additional work may also be prudent.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the preliminary plans and specifications for the Unit 8 Boiler Superheater & Boiler Tube Replacement Project and setting April 25, 2012, as the bid due date and May 8, 2012, as the date of hearing and award of contract.

COUNCIL ACTION FORM

**SUBJECT: 2011/12 RESOURCE RECOVERY SYSTEM IMPROVEMENTS –
NEW SCALE PLATFORM**

BACKGROUND:

The A. O. Chantland Resource Recovery System annually receives more than 55,000 tons of Municipal Solid Waste (MSW) from Ames and Story County contract communities. This MSW is processed into refuse derived fuel (RDF) that is used by the City's Electric Utility. The MSW is received as it is delivered by trucks that are weighed on the RRS's truck scale.

The current scale is original to the 1975 plant, and replacement/repair parts are unavailable. Similar parts would need to be custom-made and would result in extended downtimes at the plant.

On Wednesday, February 1, 2012, bids for this project were received as follows:

Engineer's Estimate	\$74,800
Fairbanks Scales, Inc.	\$48,036
Scale Source North LLC.	\$80,835

These results were reported to Council on February 14, 2012, and action was delayed to provide staff and the consultant an opportunity to analyze the acceptability of the bids. Since that time, City staff and Brown Engineering, the firm that provided the design specifications, analyzed the two bids for appropriate qualifications and determined both bids to be responsive. That analysis included clarifications of the bidders' responses and discussion with Iowa State University personnel about recent work.

With the low bid of \$48,036 along with estimated engineering and construction administration costs of \$9,800, total estimated costs are \$57,836. This project is shown in the 2011/12 Capital Improvements Plan with financing established in the amount of \$75,000.

ALTERNATIVES:

- 1a. Approve the final plans and specifications for the 2011/12 Resource Recovery System Improvements (New Scale Platform).
- b. Award the 2011/12 Resource Recovery System Improvements (New Scale Platform) to Fairbanks Scales, Inc., of Davenport, Iowa, in the amount of \$48,036.

2. Reject the award.

MANAGER'S RECOMMENDED ACTION:

Replacement of this scale is needed in order to accurately weigh MSW received at the plant. The bid from Fairbanks Scales was found to be responsive and research of the firm showed no outstanding concerns.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the final plans and specifications and awarding the 2011/12 Resource Recovery System Improvements (New Scale Platform) to Fairbanks Scales, Inc., of Davenport, Iowa, in the amount of \$48,036.

COUNCIL ACTION FORM

**SUBJECT: POWER PLANT UNIT 8 AIR HEATER BASKET REPLACEMENT
CHANGE ORDER**

BACKGROUND:

This project involves the purchase and installation of baskets and associated materials that need to be replaced in the regenerative air heater on Unit 8. This portion is for the purchase of the air heater baskets only. Installation for these air heater baskets was recently awarded to another contractor.

On November 1, 2011, City Council awarded a contract to Alstom Power, Inc., Wellsville, NY in the amount of \$95,962.00 for Air Heater Baskets. The proposed change order here would be Change Order No. 1. The scope of this change order is to have a service engineer from Alstom Power, who is also the OEM (original equipment manufacturer), on site to inspect the Unit 8 air heater. This individual will also provide advice and technical direction during replacement of the cold end baskets and seals, during the installation that will be conducted by a third party contractor. The key advantage of having an Alstom field engineer on site is to ensure that OEM recommendations are met and to prevent any potential warranty issues. City Council should note that Alstom is also the OEM of these baskets. This change order is a not-to-exceed amount of \$20,000. The total contract cost with Change Order No. 1 will be \$115,962.00.

The approved 2011/12 budget and Capital Improvements Plan includes \$150,000 for this Unit #8 Air Heater Basket Replacement project. This includes \$100,000 for the materials and \$50,000 for the installation. The Engineer's estimate of the total installed cost for this project is \$165,000. **Council should note that this change order, along with the cost of \$29,182 for installation (by another contractor) and \$95,962 for materials, brings the total project cost to \$145,144. The total project amount is still significantly less than the Engineer's estimate (by \$19,856) and less than the 2011/12 CIP budget amount (by \$4,856).**

ALTERNATIVES:

1. Approve contract Change Order No. 1 to Alstom Power, Inc., in the not-to-exceed amount of \$20,000.00. This will bring the total contract cost to \$115,962.00.
2. Reject contract Change Order No. 1 and elect not to utilize an engineer from the air heater baskets OEM.

MANAGER'S RECOMMENDED ACTION:

Air heater baskets are subject to long term corrosion due to exhaust gas and operating conditions. Periodic replacement is required in order to maintain operability and high efficiency. As is noted above, poorly maintained air heater baskets increase costs for the utility, and there is a significant risk of damage to the downstream fans, ductwork and stacks. This change order will help ensure that the needed performance is accomplished.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving contract Change Order No. 1 to Alstom Power, Inc., in the not-to-exceed amount of \$20,000.00.

COUNCIL ACTION FORM

**SUBJECT: PUBLIC HEARING AND NOTICE OF INTENT TO ISSUE \$13,150,000
ESSENTIAL CORPORATE PURPOSE GENERAL OBLIGATION BONDS
AND ASSOCIATED TAX LEVY FOR DEBT SERVICE**

BACKGROUND:

The final FY 2012/13 budget includes a number of General Obligation (GO) Bond funded capital improvements. A public hearing is required to authorize issuance of bonds and the levy of property taxes for debt to be issued. The dollar amounts and corresponding property tax levy for the planned GO bond issue are included as part of the FY 2012/13 budget.

The GO Bonds, debt service levy and anticipated utility rates included with the FY 2012/13 budget were based on a total debt issuance amount of \$17,365,500. A public hearing is not required for the \$4.5 million Library portion of the planned issue, since this amount was already approved by referendum. This brings the issuance amount for the public hearing down to \$13,150,000. Council is also asked to authorize up to an additional \$284,500 in bonds to allow for cost adjustments, issuance costs, and bids for bonds at a premium. Bonds will not be issued in an amount where debt service will exceed the approved debt service levy. Council authorization will be required at a later date to authorize the sale of the FY 2012/13 General Obligation Bonds. Bonds will not be issued until the respective projects advance and are ready for funding.

The Capital Improvements Plan's 2012/13 GO Bond Issue will include the following:

Woodview Drive Water & Sewer Project	\$ 357,000	
Extension of Utilities East	4,300,000	
Extension of Utilities North	<u>1,401,000</u>	
Debt abated by utility revenues:		<u>\$ 6,058,000</u>
Flood Response & Mitigation Projects	820,000	
Collector Street Pavement Improvements	850,000	
Asphalt Street Reconstruction Program	928,000	
CyRide Route Pavement Improvements	1,420,000	
Arterial Street Pavement Improvements	219,000	
Concrete Pavement Improvements	600,000	
Downtown Street Improvements	950,000	
Asphalt/Seal Coat Street Rehabilitation	620,500	
Squaw Creek Footbridge	<u>400,000</u>	
Essential Corporate Purpose Debt covered by property taxes:		<u>\$ 6,807,500</u>
Sub-total – Essential Corporate Purpose Debt		\$12,865,500

Library Expansion/Renovation (Previously approved by voter referendum)

\$ 4,500,000

Grand Total – 2012/13 GO Issue:

\$17,365,500

ALTERNATIVES:

1. Adopt a pre-levy resolution authorizing the issuance of Essential Corporate Purpose General Obligation Bonds in an amount not to exceed \$13,150,000 and the debt service property tax levy to pay principal and interest on the bonds and set the date of public hearing for March 6, 2012.
2. Reject the pre-levy resolution authorizing the issuance of Essential Corporate Purpose General Obligation Bonds, reduce the 2012/13 property tax levy, and delay the capital projects. Rejection of the Essential Corporate Purpose Bonds will prevent the City from completing the bond funded projects reflected in the 2012/13 CIP.

MANAGER'S RECOMMENDED ACTION:

Prior to the issuance of this debt, state law requires that this pre-levy resolution be adopted. This is a required step in order to accomplish the Council's approved capital improvements for the upcoming fiscal year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby adopting a pre-levy resolution authorizing the issuance of Essential Corporate Purpose General Obligation Bonds in an amount not to exceed \$13,150,000 and the debt service property tax levy to pay principal and interest on the bonds and set the date of public hearing for March 6, 2012.

Applicant

Name of Applicant:	<u>Ye Olde, L.L.C.</u>		
Name of Business (DBA):	<u>Dublin Bay</u>		
Address of Premises:	<u>320 S 16th</u>		
City: <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>	
Business Phone:	<u>(515) 956-3580</u>		
Mailing Address:	<u>320 S 16th</u>		
City: <u>Ames</u>	State: <u>IA</u>	Zip: <u>50010</u>	

Contact Person

Name:	<u>Don O'Brien</u>		
Phone:	<u>(515) 451-1167</u>	Email Address:	<u>dublinbay@aol.com</u>

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

Term: 12 months

Effective Date: 03/16/2012

Expiration Date: 03/18/2012

Privileges:

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

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>242991</u>	Federal Employer ID #	<u>42 1510291</u>

Ownership

Don O'BrienFirst Name: DonLast Name: O'BrienCity: AmesState: IowaZip: 50010Position Owner% of Ownership 44.50 %

U.S. Citizen

Jason RogersFirst Name: JasonLast Name: RogersCity: AmesState: IowaZip: 50014Position Owner% of Ownership 0.00 %

U.S. Citizen

Ken EichenbergerFirst Name: KenLast Name: EichenbergerCity: AmesState: IowaZip: 50010Position Owner% of Ownership 11.00 %

U.S. Citizen

Rick CarmerFirst Name: RickLast Name: CarmerCity: AmesState: IowaZip: 50010Position Owner% of Ownership 44.50 %

U.S. Citizen

Insurance Company InformationInsurance Company: Amco Insurance CompanyPolicy Effective Date: 02/18/2012Policy Expiration Date: 02/18/2013

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date: 03/16/2012Outdoor Service Expiration Date: 03/18/2012

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

Staff Report

**TAX ABATEMENT REQUEST
FROM ROGER WHEELER
FOR DEVELOPMENT ON E. LINCOLN WAY**

March 6, 2012

On February 14, 2012, the City Council referred the attached letter from Roger Wheeler, CENTURY 21 Signature Real Estate, requesting that Council consider granting tax abatement for commercial redevelopment at 202 E. Lincoln Way. The property is owned by the ACE Community Credit Union.

BACKGROUND:

For many years, the property at 202 E. Lincoln Way was the site of the Lincoln Lodge Motel, but the building had deteriorated in recent years. In 2010 the property was sold and the new owner, the ACE Community Credit Union demolished the building and is marketing the property for commercial development. The property is zoned Highway-Oriented Commercial (HOC).

The City Council has established criteria under which the Council would consider establishing Urban Revitalization Areas to incentivize redevelopment of properties zoned HOC (Attached). One of these criteria is:

Properties with a principal building that has been determined by the Building Official as meeting the definition of "Public Nuisance" in the Ames Municipal Code, Chapter 5, "Building, Electrical, Mechanical and Plumbing Code" (Currently Section 5.401(7)).

Since this determination was not made before the building was demolished, Mr. Wheeler submitted the attached information supporting a finding that the building was a public nuisance prior to demolition:

- A. Photos showing the deteriorated condition of the building and safety issues that existed
- B. Report showing that asbestos was present
- C. Summary of frequent police activity at the property
- D. Documentation of the cost of demolition
- E. March 2, 2012 letter explaining the unique situation that led to the building being torn down prior to it being declared a public nuisance

Mr. Wheeler is requesting abatement of property tax on 100% of the value of land in each of six years following redevelopment.

ARGUMENTS IN SUPPORT OF TAX ABATEMENT FOR THIS PROJECT:

- The property was considered by many people to be a nuisance and deterrent to investment in the neighborhood. Removal of the building and elimination of the use made it possible to redevelop the site. **It is expected that redevelopment will benefit the neighborhood, this eastern gateway into the community, and the public.**
- Since the community benefits from the demolition of the building and redevelopment, the community should share the costs. The owner will not be able to recover all of its costs from the sale of the property. **Tax abatement will not reimburse the owner for all of the unrecoverable costs, but demonstrates that the community recognizes the value of that investment and is willing to share part of the cost.**
- Mr. Wheeler states that taxes on a new building would offset any abatement on the land and generate future taxes for the City of Ames. In addition, this project also could spur additional investment and improvement within this neighborhood and East Lincoln Way area. Therefore, **the facility will offer financial benefits to the local economy.**
- Mr. Wheeler states that further redevelopment of this corridor could **lead to an alternative to South Duff for business expansion and thus help avoid future traffic congestion.**

ARGUMENT AGAINST TAX ABATEMENT FOR THIS PROJECT:

- The business was operating as short-term lodging until shortly before it was sold. An occupied building is unlikely to have also been a public nuisance. **It is clear that the building was in need of major renovation and such renovation could have prevented it from being abandoned and becoming a public nuisance.**
- The Commercial Redevelopment Criteria make specific reference to written public nuisance standards in the Ames *Municipal Code* in order to establish an Urban Revitalization Area. Under the category of “slum and blight” the Iowa Code requires a finding of more than one dilapidated structure. In this case we had one structure and now we none. **Determination that a building meets this specific criterion was not made and, therefore, in order to meet the legal requirements posed by the State enabling legislation it cannot be “supposed” after demolition.**
- Currently there are four areas where the City Council has committed to provide a tax abatement incentive. However, just developing within one of these specific areas does not assure receipt of the incentive. In order to qualify for the

incentive, the Council has established an eligibility criteria matrix that typically requires the developer to exceed normal City requirements in exchange for tax abatement. **The City Council might not want to grant this type of incentive until additional eligibility criteria are established and met.**

STAFF COMMENTS:

While the effort to clean up this area by the ACE Credit Union is laudable, it does not appear to be legally feasible meet the slum and blight requirements of the Urban Revitalization provisions of the State Code by declaring the structure a public nuisance after it has been removed. Therefore, the request should be rejected under this approach.

If, however, the City Council would like to offer a tax abatement incentive that could benefit the Credit Union, the Council could direct the staff to explore a new Urban Revitalization Plan either based on the removal of slum and blight from a larger geographic area which includes at least two dilapidated structures or based on the promotion of economic development again for a larger area.

It should also be reiterated that if the City Council continues with past practice, three tax abatement schedules would be offered to the developer – a three-year 100% abatement, a five-year partial/decreasing abatement, and a 10-year partial/decreasing abatement. This is different than the six- year, 100% abatement that Mr. Wheeler has requested, which is not allowed under State law.

**URBAN REVITALIZATION
HIGHWAY ORIENTED COMMERCIAL (HOC)
REDEVELOPMENT CRITERIA**

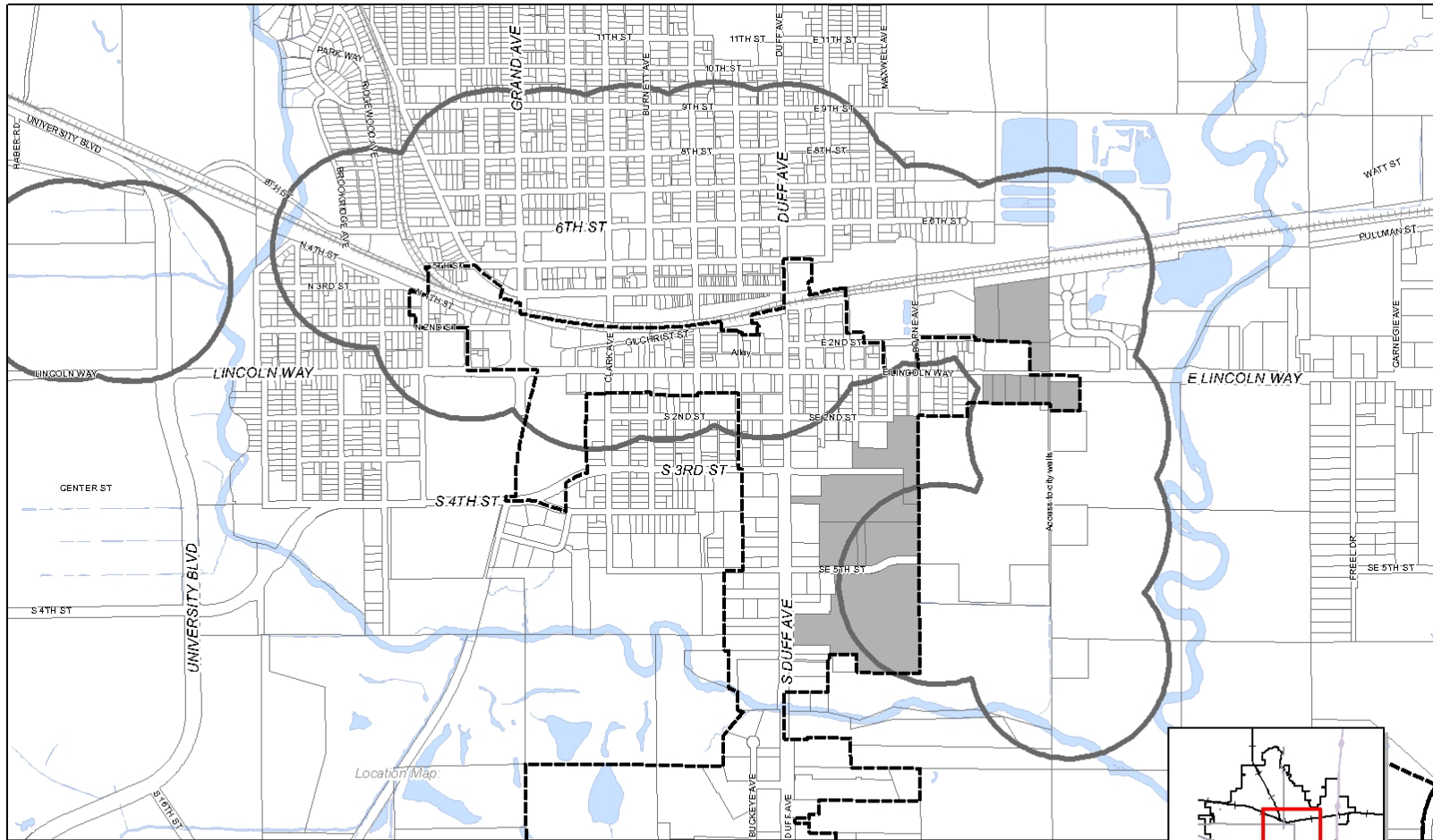
Properties eligible for tax abatement must be within the Highway-Oriented Commercial zoning district, and also fit within one or more criteria.

1. Properties from which the principal building has been removed and the property has been vacant for at least seven years.
2. Properties with a principal building that has been determined by the Building Official as meeting the definition of “Public Nuisance” in the Ames *Municipal Code*, Chapter 5, “Building, Electrical, Mechanical and Plumbing Code” (Currently Section 5.401(7)).
3. Development or redevelopment of Brown Fields. Brown Fields include abandoned or underused industrial and commercial facilities or sites available for re-use or redevelopment. Expansion or redevelopment of such a facility or site is complicated by environmental contaminations.
4. Properties with at least 20% of the property area being within 1,000 feet of a City of Ames water well and within the Floodway-Fringe Overlay zoning district. The Developer must demonstrate that the proposed project cannot be configured or designed in a manner to avoid significant extra impact to the project because of its location near a City well head.

Non-qualifying Uses. Notwithstanding compliance under the above categories, tax abatement shall not be granted for properties developed for or otherwise used for the following uses:

1. Mini-storage warehouse facilities or other industrial uses.
2. Transportation, communications, and utility uses.
3. Institutional uses.
4. Automotive, boat, and/or RV sales.
5. Adult entertainment businesses.
6. Detention facilities.
7. Agricultural or industrial equipment sales.




Commercial Urban Revitalization Program



Properties that are potentially eligible under the following criterion:

Commercial Criteria #4: Properties with at least 20% of the property area being within 1,000 feet of a City of Ames water well and within the Floodway-Fringe Overlay zoning district. The Developer must demonstrate that the proposed project cannot be configured or designed in a manner to avoid significant extra impact to the project because of its location near a City well head.

Legend

-  Highway-Oriented Commercial Zoning District
-  1000 feet from City well
-  Properties Potentially Eligible for Commercial Criteria #4

From: "Roger Wheeler" <rogw@iowatelecom.net>
To: <sschainker@city.ames.ia.us>
Date: 03/02/2012 03:41 PM
Subject: 202 E. Lincoln Way

Steve,

This email is to give you a little insight into the unique situation that led to the building located on my client's property located at 202 E. Lincolnway to be torn down prior to seeking economic incentive from the City of Ames. In a nutshell, I believe the property should be considered for blighted property tax abatement...even though the structure has been prematurely removed from the lot.

As you are probably aware, the prior owner of the Ames Lincoln Lodge Motel ran that property as a hotel/motel or apartment type of facility. The unfortunate fact was that under the prior ownership, because of the clientele that the property attracted, the property simply became more and more profitable as it became an increasing blight to the neighborhood and the city. If you look at the tax rolls, you would notice that as the land value increased, the debilitating building was consistently downgraded in value...allowing the property taxes to remain level while many of the competing properties in the city were dealing with increasing property taxes and valuations. Likewise, even though the property operated on many levels like a slum apartment building, because it was licensed as a motel, the facility was never available for inspection by City inspectors and the City of Ames and its residents were at the mercy of the infrequent state hospitality inspectors to keep the building up to community standards.

Because of that fact, prior ownership did not maintain the property to community standards. In a move of community and neighborhood spirit, an adjoining land owner recognized the futility of the situation and stepped up to purchase the property in an attempt to restore it to a level of property that our Ames community has come to expect of its business owners. However, because all of the neighbors were aware of significant environmental issues with the building, it was necessary to have the prior owner tear down the existing structure prior to transfer. It would have been an even greater risk for any 3rd party to purchase that property while the building was still standing, risking thousands of dollars of additional remediation.

In order to minimize that risk...yet still able to negotiate an acceptable transaction at an abnormally high price for the property, I was able to work with the 2 neighbors to negotiate a transaction that allowed:

1. The prior owner to retain the bulk of the risk of environmental remediation.
2. The prior owner to receive a high enough price for the property to justify an offset to lost ongoing profits.
3. The buyer/neighbor to, in good faith and neighborhood spirit, justify the purchase of the property at a higher than market price.
4. The buyer/neighbor to limit their exposure to risk as a result of environmental concerns.

When all was said and done, both parties were able to agree to a mutually acceptable solution. However, it was necessary for the structure to be removed prior to ownership being transferred. Those are the unusual circumstances that led to the situation that we are in today. In response to that, the current owner of 202 E. Lincolnway is asking the City Council to recognize their efforts on behalf of the neighborhood and community at large and assist them in the marketing of the property for redevelopment. In order to do that, I believe it is appropriate for the City Council, working with City Staff, to determine a mechanism within the City's property tax and abatement codes to partner with us in this endeavor.

Thanks so much for your consideration.

Rog

Roger L. Wheeler Broker Associate
CENTURY 21 Signature Real Estate
515-249-0107

2/03/12 PK/S

To: Honorable Mayor and City Council of Ames, Iowa

From: Roger Wheeler, CENTURY 21 Signature Real Estate

RE: Request for Tax Abatement on 202 E. Lincoln Way Commercial Property

I appreciate you taking the time to consider this request and the work your team does on behalf of local folks. I believe it is in the best interest of the Ames community to approve a tax abatement program to be attached to the property located at 202 E. Lincoln Way where the former Lincoln Lodge Motel was located.

This property was purchased last summer by my client in a good faith attempt to improve the neighborhood and remove a nuisance property from the community. I am providing attachments to establish that the property was indeed a public nuisance:

Exhibit A: These are photos of the property as it had grown into extreme disrepair. The building was not only an eyesore, but also was unsafe for the people who lived there. The second story railings were missing and presented a dire risk to children who often occupied rooms there. There were other structural issues including peeling paint and graffiti. The property, due to its unique use and classification as a hotel/motel, avoided local inspection. I understand that the State of Iowa was responsible for the operation and inspection of this business.

Exhibit B: This is a report of the asbestos situation at the property. The property presented an extreme environmental hazard to its occupants and the community at large. The cost of remediation of the asbestos alone was over \$30,000. Who knows what additional environmental hazards existed in the building that was original and several decades old and in such poor repair.

Exhibit C: This is a summary of police activity records from 1/1/2008 through 12/31/2010. This property was a frequent entry into the log books of public safety officials in our community. In addition to this Ames City Police report, neighbors can count several other instances involving Story County and Federal officials investigating issues.

Exhibit D: These bills represent the cost of removing the decrepit structure from the property. Nearly \$70,000 was spent in order to have the building removed and the lot prepared for redevelopment. In addition to these costs, because the operator was allowed to continue operating such a facility and generate income, the price paid reflected income generating potential of a hotel/motel.

As a result of my client purchasing the property at 202 E. Lincoln Way, redevelopment is now possible to improve the Eastern gateway into the Ames Community. In order to accomplish this task, my client had to spend an inordinate amount of money based upon their good faith in the betterment of the neighborhood. As a result, it is very difficult to

price the now vacant lot as a level that will allow it to be economically purchased and built upon. My client is not asking for full reimbursement of costs and loss incurred because of lower remaining value; however, they would like to find an equitable way for the community to share in part of the costs to remove a nuisance property and return it to a productive tax producing and good community asset.

We are asking the City of Ames to recognize the value of the effort that my client has invested on behalf of the entire neighborhood and the City of Ames and grant tax abatement for the property. We believe that a six year 100% tax abatement on the land only will allow the property to be sold and redeveloped on a reasonable timetable. Current taxes are \$11,070 and over a six year period a total of \$66,420 in savings would be available to the redeveloper. This number would work to offset the nearly \$70,000 that has been spent in cleaning up the property.

In addition, it is likely that a new building would be constructed at the site in the near future that would be subject to taxes to offset any abatement on the land and generate future taxes for the City of Ames. In addition, redevelopment incentives of this property would work to continue the City of Ames' desire to relieve both business and traffic from South Duff onto the East Lincoln Way corridor. This project also could spur additional investment and improvement within this neighborhood and East Lincoln Way area.

Thank you so much for your consideration. Please contact me if I can provide anything more that will make your partnership with my client on this property better.

Roger Wheeler, Broker Associate

Century 21 Signature Real Estate

515-249-0107

rogw@iowatelecom.net

A handwritten signature in black ink, appearing to read "Roger Wheeler". The signature is fluid and cursive, with the first name "Roger" being more prominent and the last name "Wheeler" following in a similar style.

Exhibit A: Property Photos















Exhibit B: Asbestos Report



10052 Justin Drive
Suite L
Urbandale, IA 50322
Telephone: 515-727-8025
Facsimile: 515-727-8028

July 13, 2010

Mr. Perry Upchurch
308 East Lincoln Way
Ames, Iowa 50010

**Subject: Asbestos Collection Activities and Results
Lincoln Lodge Motel
Ames, Iowa
400473.001**

Dear Mr. Upchurch:

This letter presents the results of the asbestos sampling activities completed by Apex Companies, LLC (Apex) at Lincoln Motor Lodge located at 202 East Lincoln Way in Ames, Iowa. The sampling was done, at your request, to determine if asbestos-containing materials (ACM) are present within the building prior to the beginning of demolition activities at the site. Our services were authorized by your acceptance of our proposal to you dated June 23, 2010

SAMPLING ACTIVITIES

The asbestos survey was completed by our State of Iowa certified asbestos inspectors (Mr. Cody A. Webb, License Number 10-72511 and Mr. David R. Berger, License Number 09-69411). Forty-eight (48) suspect ACM were identified and sampled. A total of one hundred and seventeen (117) bulk material samples were collected from the identified materials. Sampling activities were done in accordance with the United States Environmental Protection Agency's (USEPA's) Asbestos Hazard Emergency Response Act (AHERA). Field sketches showing the sampling locations are included in **Attachment A**.

ANALYTICAL RESULTS

The samples were shipped to EMSL Analytical, Inc. (EMSL) in Minneapolis, Minnesota, under chain of custody, for asbestos analysis using polarized light microscopy (PLM). The laboratory is certified by the National Voluntary Laboratory Accreditation Program (NVLAP). Analytical results are summarized in **Table 1**. Analytical laboratory reports for the PLM analysis and the laboratory accreditations are included in **Attachment B**.

The USEPA defines an asbestos-containing material as "any material which contains more than one-percent asbestos, by weight." Material sampled as part of this survey with asbestos concentrations greater than one-percent, by weight, are identified in **Table 1** and are summarized below. Asbestos-containing material locations are shown on **Figures 1** and **Figure 2**.

- Black Mastic on 12"x12" White Vinyl Floor Tile (Original Building Rooms)
- Black Floor Tile Mastic (Original Building Rooms)
- Gray/Brown Paneling Mastic (Original Building and Addition Areas)
- Black Sheet Vinyl Floor Mastic (Original Building Rooms)
- Black Mastic on 12"x12" White/Black Vinyl Floor Tile (Original Building Rooms)
- Window Caulking (Original Building)

RECOMMENDATIONS

Based on the results of the survey, we recommend that known ACM be removed from the structure by a State of Iowa licensed asbestos-removal contractor, prior to demolition. All asbestos removal work should be done by asbestos-trained personnel in accordance with all Federal, State, and local regulations.

LIMITATIONS

This report and the associated work have been completed based on information provided by you and our observations for this project. Additive conclusions or recommendations made from these data by others are their responsibility.

Apex cannot guarantee that all asbestos-containing materials associated with the Lincoln Lodge Motel were identified at the time of our sampling. Building materials that may have been made inaccessible or have been obscured by historical renovation activities at the building may not have been sampled. Additionally, due to the extent of water damage within the building at the time of sampling, loose and dislodged building materials that had fallen from the building ceilings and walls may have obscured suspect ACM. Asbestos containing materials which are not building components (i.e., fire blankets, electrical cords, etc.) were not sampled as part of this project.

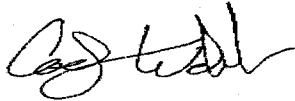
There is no investigation thorough enough to preclude the presence of all materials within the survey area, which may be considered an asbestos-containing material. Unanticipated suspect ACM discovered during demolition activities should be sampled and removed, as appropriate, by trained personnel.

Mr. Perry Upchurch
July 13, 2010
Page 3

Our services have been provided in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation is intended.

Please contact our office at 515-727-8025 if you have any questions regarding this letter.

Sincerely,
Apex Companies, LLC



Cody A. Webb
Asbestos Inspector



David R. Berger
Project Manager

Attachments

Exhibit C: Ames Police Report

202 East Lincoln Way
01/01/08-12/31/10

Date: 1/9/2012

Incident #	Date & Time	Address	Apt#	Case Type	Disposition	Total
108002190	1/31/2008 07:33PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
108005275	3/13/2008 07:11PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Dispo is final report	
108008591	4/25/2008 02:36AM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Unable to locate	
108009162	5/2/2008 01:55AM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Unable to locate	
108009735	5/8/2008 01:43PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
108009767	5/8/2008 10:40PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
108010070	5/12/2008 12:09AM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Unable to locate	
108022387	10/11/2008 01:07PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
108023360	10/23/2008 09:44PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
108026349	12/4/2008 12:37AM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Unable to locate	
108028023	12/28/2008 07:48PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Dispo is final report	
109002997	2/8/2009 02:36PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
109005380	3/13/2009 12:48PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
109005560	3/15/2009 07:06PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
109006027	3/21/2009 11:20PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Dispo is final report	
109009020	4/24/2009 09:11PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Unable to locate	
109014056	6/25/2009 06:14PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Dispo is final report	
109016332	7/24/2009 07:06PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Dispo is final report	
109023771	10/25/2009 12:23AM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Dispo is final report	
109023854	10/26/2009 09:08AM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
109025254	11/13/2009 12:13PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
109028229	12/24/2009 07:29PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
110000123	1/3/2010 05:53AM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
110005896	3/23/2010 10:55PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	No Report Filed	
110010934	5/20/2010 04:44PM	202 E LINCOLN WY		9-1-1 HANG UP/UNKNOWN 911 PROBLEM	Dispo is final report	25
109000360	1/6/2009 01:11PM	202 E LINCOLN WY		ACCIDENT: 1050 PD	No Report Filed	1
108012580	6/14/2008 01:16AM	202 E LINCOLN WY		ASSAULT	Cleared by Arrest	
108025962	11/26/2008 09:35PM	202 E LINCOLN WY		ASSAULT	Cleared by Arrest	
110000723	1/11/2010 11:11PM	202 E LINCOLN WY		ASSAULT	Cleared by Arrest	
110004815	3/8/2010 04:40PM	202 E LINCOLN WY		ASSAULT	Report taken	4
108000160	1/3/2008 04:21PM	202 E LINCOLN WY		ASSIST OTHER AGENCY	Dispo is final report	
108004709	3/6/2008 02:01PM	202 E LINCOLN WY		ASSIST OTHER AGENCY	Dispo is final report	
108005146	3/11/2008 09:07PM	202 E LINCOLN WY		ASSIST OTHER AGENCY	No Report Filed	
108018304	8/26/2008 11:30PM	202 E LINCOLN WY		ASSIST OTHER AGENCY	Unable to locate	
108018353	8/27/2008 03:43PM	202 E LINCOLN WY		ASSIST OTHER AGENCY	Unable to locate	
108022518	10/12/2008 09:48PM	202 E LINCOLN WY		ASSIST OTHER AGENCY	Generated in Error	

202 East Lincoln Way
01/01/08-12/31/10

Date: 1/9/2012

Incident #	Date & Time	Address	Apt#	Case Type	Disposition	Total
108025772	11/23/2008 11:12PM	202 E LINCOLN WY		ASSIST OTHER AGENCY	Dispo is final report	1
109026310	11/28/2009 04:56AM	202 E LINCOLN WY		ASSIST OTHER AGENCY	Dispo is final report	1
110001813	1/26/2010 08:23PM	202 E LINCOLN WY		ASSIST OTHER AGENCY	Dispo is final report	1
110010687	5/17/2010 12:49PM	202 E LINCOLN WY		ASSIST OTHER AGENCY	Dispo is final report	1
110010888	5/20/2010 12:35AM	202 E LINCOLN WY		ASSIST OTHER AGENCY	Dispo is final report	1
109005569	3/15/2009 08:19PM	202 E LINCOLN WY		BURGLARY/ATTEMPTED BURGLARY	Cleared by Arrest	1
108002247	2/1/2008 01:09PM	202 E LINCOLN WY		CIVIL MATTER	Dispo is final report	1
108021625	10/2/2008 11:15PM	202 E LINCOLN WY		CIVIL MATTER	Dispo is final report	1
108022093	10/8/2008 08:39AM	202 E LINCOLN WY		CIVIL MATTER	Dispo is final report	1
109008753	4/21/2009 06:17PM	202 E LINCOLN WY		CIVIL MATTER	Information Only	1
109009348	4/29/2009 11:59AM	202 E LINCOLN WY		CIVIL MATTER	Report taken	1
109010223	5/8/2009 05:23PM	202 E LINCOLN WY		CIVIL MATTER	No Report Filed	1
109011986	5/29/2009 09:59PM	202 E LINCOLN WY		CIVIL MATTER	No Report Filed	1
109014249	6/27/2009 11:05PM	202 E LINCOLN WY		CIVIL MATTER	Report taken	1
109019951	9/6/2009 12:37PM	202 E LINCOLN WY		CIVIL MATTER	Dispo is final report	1
110001285	1/19/2010 01:02PM	202 E LINCOLN WY		CIVIL MATTER	No Report Filed	1
110004880	3/9/2010 07:58PM	202 E LINCOLN WY		CIVIL MATTER	No Report Filed	1
110008291	4/17/2010 05:10PM	202 E LINCOLN WY		CIVIL MATTER	No Report Filed	1
109015799	7/17/2009 07:05PM	202 E LINCOLN WY		CRIME FREE HOUSING CHECK	Information Only	1
108013484	6/26/2008 12:15AM	202 E LINCOLN WY		DEPARTMENT INFORMATION	Dispo is final report	1
109003505	2/15/2009 12:47AM	202 E LINCOLN WY		DEPARTMENT INFORMATION	Dispo is final report	1
109005869	3/20/2009 12:06AM	202 E LINCOLN WY		DEPARTMENT INFORMATION	Dispo is final report	1
109006196	3/24/2009 05:19PM	202 E LINCOLN WY		DEPARTMENT INFORMATION	No Report Filed	1
109007928	4/15/2009 03:00AM	202 E LINCOLN WY		DEPARTMENT INFORMATION	No Report Filed	1
109018916	8/24/2009 09:21PM	202 E LINCOLN WY		DEPARTMENT INFORMATION	Dispo is final report	1
109025016	11/10/2009 05:12AM	202 E LINCOLN WY		DEPARTMENT INFORMATION	No Report Filed	1
109026407	11/29/2009 06:18PM	202 E LINCOLN WY		DEPARTMENT INFORMATION	Dispo is final report	1
108011004	5/24/2008 04:37AM	202 E LINCOLN WY		DISORDERLY CONDUCT	No Report Filed	1
108012648	6/14/2008 11:38PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	1
108013706	6/28/2008 09:59PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Unable to locate	1
108018045	8/24/2008 03:05AM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	1
108023211	10/21/2008 09:29PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	1
109008762	4/21/2009 07:23PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	1
109010392	5/10/2009 01:13PM	202 E LINCOLN WY		DISORDERLY CONDUCT	No Report Filed	1
109011446	5/23/2009 12:23PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Unable to locate	1
109013099	6/12/2009 10:19PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	1
109022299	10/3/2009 12:20PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	1

**202 East Lincoln Way
01/01/08-12/31/10**

Date: 1/9/2012

Incident #	Date & Time	Address	Apt#	Case Type	Disposition	Total
109022397	10/4/2009 05:41PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Report taken	
109023025	10/14/2009 07:20PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	
109024201	10/31/2009 12:54AM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	
109025215	11/12/2009 08:51PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	
109027000	12/7/2009 04:25PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Cleared by Arrest	
109027699	12/17/2009 02:09AM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	
109027854	12/18/2009 09:28PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	
109028239	12/24/2009 10:23PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	
110007764	4/13/2010 09:03PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	
110008886	4/23/2010 04:11PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	
110009483	5/1/2010 10:46AM	202 E LINCOLN WY		DISORDERLY CONDUCT	No Report Filed	
110010394	5/13/2010 10:28PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Juvenile Referral	
110010940	5/20/2010 05:47PM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	
110011574	5/28/2010 12:58AM	202 E LINCOLN WY		DISORDERLY CONDUCT	Dispo is final report	24
108002626	2/6/2008 03:01AM	202 E LINCOLN WY		DISTURBING THE PEACE	Dispo is final report	
108013873	7/1/2008 09:57AM	202 E LINCOLN WY		DISTURBING THE PEACE	Dispo is final report	
108019377	9/7/2008 05:04AM	202 E LINCOLN WY		DISTURBING THE PEACE	Unable to locate	
108021196	9/27/2008 11:23PM	202 E LINCOLN WY		DISTURBING THE PEACE	Dispo is final report	
109009251	4/28/2009 03:08AM	202 E LINCOLN WY		DISTURBING THE PEACE	Dispo is final report	
109009331	4/29/2009 03:35AM	202 E LINCOLN WY		DISTURBING THE PEACE	Dispo is final report	
109019990	9/7/2009 12:08AM	202 E LINCOLN WY		DISTURBING THE PEACE	Dispo is final report	
109020330	9/10/2009 11:13PM	202 E LINCOLN WY		DISTURBING THE PEACE	Dispo is final report	
110003184	2/14/2010 03:20AM	202 E LINCOLN WY		DISTURBING THE PEACE	Dispo is final report	
110005111	3/13/2010 01:41AM	202 E LINCOLN WY		DISTURBING THE PEACE	Dispo is final report	10
108026413	12/4/2008 09:32PM	202 E LINCOLN WY		DOMESTIC	Report taken	
109006158	3/23/2009 10:44PM	202 E LINCOLN WY		DOMESTIC	Cleared by Arrest	2
108013657	6/28/2008 02:34AM	202 E LINCOLN WY		DRUG INVESTIGATION	Dispo is final report	
109013771	6/21/2009 10:39PM	202 E LINCOLN WY		DRUG INVESTIGATION	Dispo is final report	
109021788	9/26/2009 08:59PM	202 E LINCOLN WY		DRUG INVESTIGATION	Unable to locate	
109021810	9/26/2009 11:18PM	202 E LINCOLN WY		DRUG INVESTIGATION	Dispo is final report	
109024295	10/31/2009 10:37PM	202 E LINCOLN WY		DRUG INVESTIGATION	Unable to locate	5
108010343	5/16/2008 09:52AM	202 E LINCOLN WY		DRUG/NARCOTIC VIOLATIONS	Cleared by Arrest	1
108003547	2/18/2008 11:23PM	202 E LINCOLN WY		DRUNKENNESS	Cleared by Arrest	
108017517	8/18/2008 10:42PM	202 E LINCOLN WY		DRUNKENNESS	Dispo is final report	
108020376	9/18/2008 11:33PM	202 E LINCOLN WY		DRUNKENNESS	Cleared by Arrest	
108020592	9/21/2008 12:54AM	202 E LINCOLN WY		DRUNKENNESS	Cleared by Arrest	

**202 East Lincoln Way
01/01/08-12/31/10**

Date: 1/9/2012

Incident #	Date & Time	Address	Apt#	Case Type	Disposition	Total
108021244	9/28/2008 03:31AM	202 E LINCOLN WY		DRUNKENNESS	No Report Filed	
108023490	10/25/2008 03:24AM	202 E LINCOLN WY		DRUNKENNESS	Cleared by Arrest	
109005506	3/14/2009 09:46PM	202 E LINCOLN WY		DRUNKENNESS	Cleared by Arrest	
109006325	3/26/2009 09:00PM	202 E LINCOLN WY		DRUNKENNESS	Cleared by Arrest	
109014200	6/27/2009 06:19AM	202 E LINCOLN WY		DRUNKENNESS	Cleared by Arrest	
109022132	10/1/2009 02:25AM	202 E LINCOLN WY		DRUNKENNESS	Cleared by Arrest	10
108003391	2/16/2008 08:45PM	202 E LINCOLN WY		FAMILY OFFENSES: NON-VIOLENT	Report taken	
108015515	7/22/2008 09:48PM	202 E LINCOLN WY		FAMILY OFFENSES: NON-VIOLENT	Dispo is final report	
108016003	7/29/2008 07:05AM	202 E LINCOLN WY		FAMILY OFFENSES: NON-VIOLENT	Report taken	
108021307	9/29/2008 03:48AM	202 E LINCOLN WY		FAMILY OFFENSES: NON-VIOLENT	Report taken	
109006101	3/23/2009 12:30AM	202 E LINCOLN WY		FAMILY OFFENSES: NON-VIOLENT	Report taken	
109006117	3/23/2009 11:53AM	202 E LINCOLN WY		FAMILY OFFENSES: NON-VIOLENT	Dispo is final report	
109013737	6/21/2009 05:12AM	202 E LINCOLN WY		FAMILY OFFENSES: NON-VIOLENT	Report taken	7
108012593	6/14/2008 03:29AM	202 E LINCOLN WY		HARASSMENT	Dispo is final report	
108013527	6/26/2008 02:33PM	202 E LINCOLN WY		HARASSMENT	Report taken	
108015897	7/27/2008 05:55PM	202 E LINCOLN WY		HARASSMENT	Dispo is final report	
108019423	9/7/2008 08:57PM	202 E LINCOLN WY		HARASSMENT	Dispo is final report	
108020663	9/21/2008 09:35PM	202 E LINCOLN WY		HARASSMENT	Report taken	
108026890	12/11/2008 08:50PM	202 E LINCOLN WY		HARASSMENT	Dispo is final report	
109006035	3/22/2009 12:10AM	202 E LINCOLN WY		HARASSMENT	Dispo is final report	
109006296	3/26/2009 01:13PM	202 E LINCOLN WY		HARASSMENT	Dispo is final report	
109009291	4/28/2009 05:33PM	202 E LINCOLN WY		HARASSMENT	Report taken	
110001435	1/21/2010 09:44PM	202 E LINCOLN WY	114	HARASSMENT	Report taken	
110003815	2/23/2010 02:37AM	202 E LINCOLN WY		HARASSMENT	Report taken	
110006537	3/30/2010 07:07PM	202 E LINCOLN WY		HARASSMENT	Dispo is final report	
110008670	4/20/2010 08:09PM	202 E LINCOLN WY		HARASSMENT	Report taken	
110011052	5/22/2010 01:15AM	202 E LINCOLN WY		HARASSMENT	Report taken	
109002392	2/1/2009 06:20PM	202 E LINCOLN WY		HIT AND RUN PERSONAL INJURY	Dispo is final report	14
108008807	4/27/2008 06:36AM	202 E LINCOLN WY		LARCENY	Report taken	1
108021058	9/26/2008 01:43PM	202 E LINCOLN WY		LARCENY	Dispo is final report	
108023503	10/25/2008 09:52AM	202 E LINCOLN WY		LARCENY	Dispo is final report	
109012196	6/1/2009 12:27PM	202 E LINCOLN WY		LARCENY	Report taken	
109026921	12/6/2009 03:22PM	202 E LINCOLN WY		LARCENY	Dispo is final report	
110011598	5/28/2010 10:34AM	202 E LINCOLN WY		LARCENY	Dispo is final report	6
108018886	9/2/2008 02:19AM	202 E LINCOLN WY		LIQUOR LAW VIOLATIONS	Citation Issued	
109021916	9/28/2009 02:54AM	202 E LINCOLN WY		LIQUOR LAW VIOLATIONS	Citation Issued	
109006302	3/26/2009 02:51PM	202 E LINCOLN WY		MEDICAL	Dispo is final report	2

**202 East Lincoln Way
01/01/08-12/31/10**

Date: 1/9/2012

Incident #	Date & Time	Address	Apt#	Case Type	Disposition	Total
110007208	4/7/2010 08:26PM	202 E LINCOLN WY		MEDICAL	No Report Filed	2
109024050	10/29/2009 01:03PM	202 E LINCOLN WY		MENTAL HEALTH ISSUE	No Report Filed	2
110010600	5/16/2010 10:54AM	202 E LINCOLN WY		MENTAL HEALTH ISSUE	Dispo is final report	2
110000863	1/13/2010 10:50PM	202 E LINCOLN WY		MISSING PERSON/RUN AWAY	Report taken	2
110011183	5/23/2010 07:49PM	202 E LINCOLN WY		MISSING PERSON/RUN AWAY	Dispo is final report	2
109027680	12/16/2009 06:42PM	202 E LINCOLN WY		NO CONTACT ORDER	Cleared by Arrest	1
108020653	9/21/2008 07:31PM	202 E LINCOLN WY		OWI/DRIVING UNDER THE INFLUENCE	Cleared by Arrest	1
110001366	12/0/2010 07:50PM	202 E LINCOLN WY		OWI/DRIVING UNDER THE INFLUENCE	Unable to locate	2
108020184	9/16/2008 10:14PM	202 E LINCOLN WY		PROPERTY (LOST/FOUND/IMPOUNDED)	No Report Filed	1
109006165	3/23/2009 11:31PM	202 E LINCOLN WY		PURGED REPORT	Generated in Error	1
108024717	11/8/2008 11:47PM	202 E LINCOLN WY		RECKLESS DRIVER	No Report Filed	1
108019453	9/8/2008 09:51AM	202 E LINCOLN WY		SEXUAL ASSAULT INCIDENT	Report taken	1
108022155	10/8/2008 11:15PM	202 E LINCOLN WY		SEXUAL ASSAULT INCIDENT	Report taken	1
110007585	4/1/2010 03:44PM	202 E LINCOLN WY		SEXUAL ASSAULT INCIDENT	Report taken	3
108000152	1/3/2008 01:48PM	202 E LINCOLN WY		SOR COMPLIANCE	No Report Filed	1
108008056	4/18/2008 02:21PM	202 E LINCOLN WY		SOR COMPLIANCE	No Report Filed	1
108026790	12/10/2008 10:05AM	202 E LINCOLN WY		SOR COMPLIANCE	No Report Filed	1
109000408	1/7/2009 12:28PM	202 E LINCOLN WY	109	SOR COMPLIANCE	No Report Filed	1
109005835	3/19/2009 01:42PM	202 E LINCOLN WY		SOR COMPLIANCE	No Report Filed	1
109007201	4/6/2009 10:39AM	202 E LINCOLN WY		SOR COMPLIANCE	Dispo is final report	1
109007206	4/6/2009 11:31AM	202 E LINCOLN WY		SOR COMPLIANCE	Dispo is final report	1
109007215	4/6/2009 01:26PM	202 E LINCOLN WY		SOR COMPLIANCE	Dispo is final report	1
109012406	6/4/2009 01:58PM	202 E LINCOLN WY		SOR COMPLIANCE	No Report Filed	9
108024767	11/9/2008 06:56PM	202 E LINCOLN WY		SUSPICION	Dispo is final report	1
109009119	4/26/2009 01:00AM	202 E LINCOLN WY		SUSPICION	Report taken	1
109009174	4/27/2009 01:59AM	202 E LINCOLN WY		SUSPICION	Dispo is final report	1
109011092	5/19/2009 10:28PM	202 E LINCOLN WY		SUSPICION	No Report Filed	1
109012768	6/9/2009 03:31AM	202 E LINCOLN WY		SUSPICION	Dispo is final report	1
109014391	6/29/2009 09:12PM	202 E LINCOLN WY		SUSPICION	Dispo is final report	1
109017524	8/8/2009 01:29AM	202 E LINCOLN WY		SUSPICION	Dispo is final report	1
110015291	7/13/2010 11:32PM	202 E LINCOLN WY		SUSPICION	Dispo is final report	8
108001727	1/25/2008 12:20AM	202 E LINCOLN WY		TRAFFIC STOP	Citation Issued	1
108010327	5/16/2008 02:32AM	202 E LINCOLN WY		TRAFFIC STOP	Citation Issued	1
108014018	7/3/2008 09:00AM	202 E LINCOLN WY		TRAFFIC STOP	Warning - Verbal or Written	1
108027885	12/26/2008 11:50AM	202 E LINCOLN WY		TRAFFIC STOP	Citation Issued	1
109010099	5/7/2009 06:12PM	202 E LINCOLN WY		TRAFFIC STOP	Citation Issued	1
109013472	6/17/2009 09:11PM	202 E LINCOLN WY		TRAFFIC STOP	Warning - Verbal or Written	6

202 East Lincoln Way

01/01/08-12/31/10

Date: 1/9/2012

Incident #	Date & Time	Address	Apt#	Case Type	Disposition	Total
108006565	3/31/2008 10:13PM	202 E LINCOLN WY		TRESPASS	Dispo is final report	
108012183	6/8/2008 05:29PM	202 E LINCOLN WY		TRESPASS	No Report Filed	
109028242	2/24/2009 11:25PM	202 E LINCOLN WY		TRESPASS	Dispo is final report	
109008850	4/23/2009 12:18AM	202 E LINCOLN WY		TRESPASS	Information Only	
109010134	5/7/2009 10:17PM	202 E LINCOLN WY		TRESPASS	Dispo is final report	
109012397	6/4/2009 11:58AM	202 E LINCOLN WY		TRESPASS	Dispo is final report	
109012862	6/10/2009 09:34AM	202 E LINCOLN WY		TRESPASS	Dispo is final report	
109014210	6/27/2009 11:18AM	202 E LINCOLN WY		TRESPASS	Report taken	
109015520	7/14/2009 11:24AM	202 E LINCOLN WY		TRESPASS	Report taken	
109015522	7/14/2009 11:51AM	202 E LINCOLN WY		TRESPASS	Report taken	
110000119	1/3/2010 03:24AM	202 E LINCOLN WY		TRESPASS	Report taken	
110007664	4/12/2010 10:03PM	202 E LINCOLN WY		TRESPASS	Dispo is final report	
110017242	8/6/2010 08:27PM	202 E LINCOLN WY		TRESPASS	Dispo is final report	
110017479	8/9/2010 08:11PM	202 E LINCOLN WY		TRESPASS	Dispo is final report	14
109024424	11/2/2009 02:24PM	202 E LINCOLN WY		VANDALISM/CRIMINAL MISCHIEF	Dispo is final report	1
109014878	7/5/2009 07:52PM	202 E LINCOLN WY		WARRANT-OUTSIDE AGENCY	Dispo is final report	1
110010374	5/13/2010 04:06PM	202 E LINCOLN WY		WEAPONS VIOLATION NON-REPORTABLE	Dispo is final report	1
108017163	8/14/2008 08:14PM	202 E LINCOLN WY		WELFARE CHECK	Dispo is final report	
108020803	9/23/2008 06:31PM	202 E LINCOLN WY		WELFARE CHECK	Dispo is final report	
109009229	4/27/2009 10:04PM	202 E LINCOLN WY		WELFARE CHECK	Dispo is final report	
109013202	6/14/2009 06:22AM	202 E LINCOLN WY		WELFARE CHECK	No Report Filed	
109025824	11/21/2009 05:24AM	202 E LINCOLN WY		WELFARE CHECK	No Report Filed	
110000220	1/4/2010 06:36PM	202 E LINCOLN WY		WELFARE CHECK	No Report Filed	
110009291	4/29/2010 05:12PM	202 E LINCOLN WY		WELFARE CHECK	Report taken	
110009698	5/4/2010 09:48AM	202 E LINCOLN WY		WELFARE CHECK	Dispo is final report	8

208

Exhibit D: Clean Up Bills

Proposal 10301

PROPOSAL

1

Mid-Iowa Environmental Corporation
3009 S.W. 9th Street
Des Moines, IA 50315

(515) 244-5766

Fax (515) 244-0917

July 6, 2010

Ames Motor Lodge
Attn: Perry Upchurch
318 E Lincoln Way
Ames, IA 50010

(515) 460-4448

Fax (515) 663-9445

Reference:

Lincoln Lodge

Removal and disposal of asbestos containing materials from Lincoln Lodge. Approximately 4650 square feet of mastic and approximately 50 square feet of caulking. Approximately 1000 square feet of paneling mastic.

Demolition to be done by others.

Owner agrees to reimburse Mid-Iowa for any costs including attorney fees incurred in collecting sums due hereunder.

Air monitoring and analysis is included in this proposal.

Upon completion, you will be furnished with copies of all paperwork for your permanent files.

The EPA, Iowa Bureau of Labor, and DNR require a specific time frame prior to project commencement. For this notification, we need: the date built, the total square footage, # of floors, it's present and prior use.

This proposal is good for 30 days.

Mid-Iowa will not be held responsible for damage caused by tape and spray adhesive.

Payment is due and payable upon completion.

Total: \$ 33,765.00

Accepted:

Ames Motor Lodge

X _____

Accepted:

Mid-Iowa Environmental Corporation

X  _____

Christopher S. Riley, Estimator

Name Title

Name Title

Date: _____

Date: July 6, 2010

10301

NOTIFICATION OF DEMOLITION AND RENOVATION

7/6/10

Operator Project # 10301	Postmark	Date Received	Notification #	
[X] Iowa Dept Labor [X] Iowa DNR [] Courtesy				
I. TYPE OF NOTIFICATION Original Note revision of:				
II. FACILITY INFORMATION (Identify owner, removal contractor)				
OWNER NAME: Ames Motor Lodge		Tel: (515) 460-4448		
Address: 318 E Lincoln Way				
City/State/Zip: Ames, IA 50010				
Contact: Perry Upchurch				
REMOVAL CONTRACTOR: Mid-Iowa Environmental Corporation		Fax: (515) 244-0917		
Address: 3009 S.W. 9th Street		Tel: (515) 244-5766		
City/State/Zip: Des Moines, IA 50315				
Contact: Christopher S. Riley				
OTHER OPERATOR: Apex Companies		(Testing Company)		
Address: 10052 Justin Drive				
City/State/Zip: Urbandale, IA 50322		Tel: (515) 727-8025		
Contact: Dave Berger				
III. TYPE OF OPERATION: Demolition				
IV. IS ASBESTOS PRESENT? Yes				
V. FACILITY DESCRIPTION: (Include building name, number and floor or room number.)				
Building Name: Lincoln Lodge		County: Story		
Addr/Location: 202 E Lincoln Way				
City/State/Zip: Ames, IA 50010				
Room Location: Entire hotel				
Building Size: 22,638 Sq ft	# of Floors: 2	Age in Years: 65		
Present Use: Vacant	Prior Use: Hotel			
VI. APPROXIMATE AMOUNT OF ASBESTOS, INCLUDING:	RACM To Be Removed	Nonfriable Asbestos Material Not To Be Removed		Indicate Unit of Measurement UNIT
1. Regulated ACM to be removed		Cat I	Cat II	
2. Category I ACM not removed				LnFt:XX
3. Category II ACM not removed				SqFt:XX
Mastic	4350			SqFt:XX
Caulking	50			SqFt:XX
Paneling mastic	1000			SqFt:XX
Volume Reg. ACM				CuFt:XX
VII. SCHEDULED DATES ASBESTOS REMOVAL:		Start: 7/20/10	Complete: 7/30/10	
VIII. SCHEDULED DATES DEMO/RENOVATION:		Start: 7/20/10	Complete: 7/30/10	

10301

NOTIFICATION OF DEMOLITION AND RENOVATION
(continued)

7/6/10

IX. PROCEDURE, INCLUDING ANALYTICAL METHOD, IF APPROPRIATE, USED TO DETECT THE PRESENCE OF ASBESTOS MATERIAL.
Inspection previously determined by Owners/Owners Representative. Questionable materials on job site will be determined by PLM bulk sampling with analysis by others.

X. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK, AND METHOD(S) TO BE USED:
Removal and disposal of asbestos containing materials from Lincoln Lodge.
Approximately 4650 square feet of mastic and approximately 50 square feet of caulking.
Approximately 1000 square feet of paneling mastic.

Demolition to be done by others.

XI. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AT THE DEMOLITION OR RENOVATION SITE:
The Asbestos Containing Material will be removed by hand, in a wetted state, within a mini-containment; including Neg Air, Pers. & Resp. Protection. Material to be bagged and labeled for transport to a PCA Solid Waste Permitted Landfill.

XII. WASTE TRANSPORTER #1

Name:	Chitty Garbage Service	Registration ID #
Address:	67 N Avenue	
City/State/Zip:	Nevada, IA 50201	Telephone: (515)232-5746
Contact:	Fred Chitty	

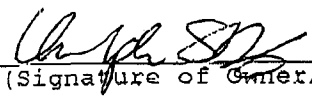
XIII. WASTE DISPOSAL SITE

Name:	Boone County Landfill	Registration ID #
Address/Location:	1268 224th Lane	
City/State/Zip:	Boone, IA 50036	Telephone: (515)433-0591


XVI. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IF UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES CRUMBLD, PULVERIZED, OR REDUCED TO POWDER.
We are licensed by the State of Iowa and insured for hazardous material abatement. All work will be performed by Certified and AHERA trained workers. All work will be completed in accordance with EPA, OSHA, and DNR regulations, standards, codes and using proper removal and disposal techniques as outlined in Procedure Manual, updated in June, 2009 and filed with the Department of Labor with the application for licensing.

XVII. I CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF THIS REGULATION (40 CFR PART 61, SUBPART M) WILL BE ON SITE DURING THE DEMOLITION OR RENOVATION AND EVIDENCE THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS.

Job Site :
Supervisors:


(Signature of Owner/Operator) 07/06/10
(Date)

XVIII. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.


(Signature of Owner/Operator) 07/06/10
(Date)


Keith Cooper & Sons, Inc.

Office: 819 Lincoln Way, Suite E

Mailing: 909 Brookridge

Ames, IA 50010

July 27, 2010

To: Perry and Nancy Upchurch
 318 E. Lincoln Way
 Ames, Iowa 50010

Re: 202 E. Lincoln Way, Ames

We propose to:

1. Demolish and remove structure including basement and basement floor
2. Disconnect water and sewer per City code
3. Fill back excavation with fill material
4. Begin work as soon as abatement is complete

Our price is: \$30,000.00

Exclusions:

1. Demolition permit by owner
2. Disconnect utilities other than water and sewer
3. Removal or testing of any hazardous material

Additional requirements:

1. Letter from attorney or escrow agent that funds are available upon completion of job
2. Initial payment of \$15,000.00 when machinery is mobilized to site.

Completion date by: August 13, 2010.
 Thank you for the opportunity to quote this work. Please call with any questions.

Sincerely,

Kent Cooper
 Keith Cooper & Sons, Inc.

Accepted by:

Perry & Upchurch

 Name

7/29/2010

 Date

Phone: 515.232.3456
kent@cooperdigs.com

Fax: 515.232.7198
www.cooperdigs.com



HEDRICK CONSTRUCTION INC.
 104 Campus Dr.
 Huxley, IA 50124
 Tel.: 1-800-800-ROOF 965-3752
 Fax: (515)597-7664

4297

Invoice

CUSTOMER	DATE	PAGE
Perry Upchurch	8/1/2010	1

SOLD TO:
Perry Upchurch 1023 Lincoln Hwy. Colo, IA 50056 (515) 460-4448

SALESPERSON	Shawn N Hedrick
TERMS	Upon Receipt

DESCRIPTION	Amount
-------------	--------

Labor and dump fees for tearing off existing 2 layers of flat roofing materials on Ames Motor Lodge Building	\$6,000.00
--------------------------------------------------------------------------------------------------------------	------------

BALANCE DUE UPON RECEIPT
 A 1.5% FINANCE CHARGE
 WILL BE ASSESSED PER MONTH
 ON THE UNPAID BALANCE
 A 2% convenience fee will be added
 to all credit card payments

COMMENTS
Thank you for doing business with Hedrick Construction Inc. It's been a pleasure working with you!

SUBTOTAL	\$6,000.00
DOWN PAYMENT	\$0.00
TOTAL AMOUNT	\$6,000.00
BALANCE DUE	\$6,000.00

Staff Report

Request for LUPP Amendment for Oaks Golf Course

March 6, 2012

The City Council recently received a letter from Chuck Winkleblack concerning development opportunity for the Oaks Golf Course, located outside the City limits. His request seeks designation of the area for residential development. **This report provides background information to help the Council determine whether it desires to give formal consideration to this request. Should Council decide to proceed further, a determination would then be needed as to whether the proposal is a major or a minor amendment to the Land Use Policy Plan (LUPP).**

By way of overview, this proposed amendment to the LUPP would involve changing this land use designation from Parks and Open Space to Rural Residential in order to allow development of residential estate lots. Council may want to give consideration to such factors as the City's ability (or inability) to provide utilities to the area, impact on the City's watershed (particularly Ada Hayden Lake), impacts on the viewshed from Ada Hayden Memorial Park, and general consistency with the Council's adopted goals and policies. Mr. Winkleblack also proposed trading a portion of his property currently being used for park access in exchange for a portion of Ada Hayden Heritage Park along Grant Avenue. If Council desires to consider that exchange, advice from the Parks and Recreation Commission should be sought.

BACKGROUND

The Oaks Golf Course is currently zoned A-1 by the County (with a small I-2 Heavy Industrial zone at the south near the service entrance to Ada Hayden Park).

The Ames Urban Fringe Plan designates this site as Parks and Natural Area with a small portion to the south that is designated Natural Area. **The Parks and Natural Area designation is a subclass of the Rural Service and Agricultural Conservation Area. To accommodate the large lots that Mr. Winkleblack is proposing, the site would need to be designated as Rural Residential, also a subclass of the Rural Service and Agricultural Conservation Area.** A discussion with Mr. Winkleblack indicates that he is proposing about four lots of 10 to 12 acres each. There is also an area to the extreme south of the golf course that the Urban Fringe plan designates as Natural Area.

The site is not in an Allowable Growth Area of the Land Use Policy Plan. In 2008, it was at first placed within the North A area for purposes of the Targeted Growth Study. However, due to the impracticability of extending sanitary sewer service to this area, it was ultimately excluded from the North Growth Area. **Since Mr. Winkleblack is not seeking annexation, a change to the LUPP Allowable Growth Designation is not needed.**

An amendment to the Urban Fringe Plan is, by extension, a change to the Land Use Policy Plan and, therefore, would be subject to the amendment process and considerations that were recently adopted by the City Council. This process describes two types of amendments (major and minor) and includes criteria for the City Council to use to determine which type is requested. The definitions are below. The full text of the process and the consideration for LUPP amendments can be found at <http://www.cityofames.org/modules/showdocument.aspx?documentid=6625>.

II. AMENDMENT TYPES

Amendments of the LUPP are defined as major or minor, more specifically defined as follows:

1. **Major Amendments.** These include any amendment that is either a *change* to current goals and policies, or that is *inconsistent* with current goals and policies.
2. **Minor Amendments.** These include changes determined by the Council to be of minor consequence. Examples might include:
 - a. Shifting the boundary of a land use designation to account for existing site conditions and/or lot configurations.
 - b. Changing a land use designation to a related type of land use designation, as follows:
 - i. Residential to next level intensity residential.
 - ii. Non-neighborhood commercial to another type of commercial.
 - iii. Commercial node to another type of commercial node.
 - iv. Industrial to next level intensity industrial.
 - v. Any change which the Council determines necessary to address an immediate public need or to provide broad public benefit, and which is determined by the City Council to further the current vision, goals and objectives of the Land Use Policy Plan.

The determination of whether the amendment is major or minor is important in determining the process for seeking approval. A major amendment has a greater public input process than does a minor amendment. Following the determination of whether it is a major or minor amendment, the City Council may choose to either consider the amendment immediately, or else to defer any action on the proposed amendment until the next scheduled review of the entire LUPP. The LUPP states that the Plan should have a comprehensive review approximately every five years.

Under the procedures enacted to facilitate changes to the Ames Urban Fringe Plan, two of the three jurisdictions (Ames, Gilbert or Story County) need to agree to consider the request. All three jurisdictions would then need to approve the change for it to take effect. The Ames Urban Fringe Plan Amendment Process can be found in Attachment C of the 28E agreement approved in July, 2011, and is also posted on the City's website at <http://www.cityofames.org/modules/showdocument.aspx?documentid=4634>.

MAJOR OR MINOR AMENDMENT:

To determine whether the proposed change is a major or a minor amendment to the Land Use Policy Plan, the City Council should consider whether the proposal is a change to or is inconsistent with current goals and policies.

The policies of the Rural Service and Agricultural Conservation Area (RSACA) are quoted below, followed by staff comments in *italics*.

RSACA Policy 1: Maintain farming and agricultural production as the predominant characteristic of the Rural Service and Agricultural Conservation (RSACA) Area.

This area is not farmed. The site has been a golf course for a considerable time.

RSACA Policy 2: Prohibit urban-scale growth and development in the Rural Service and Agricultural Conservation Area. (Relates to RSAC Goal 2.1)

The proposed development will not be urban. As Rural Residential, the maximum density would be one dwelling unit per acre.

RSACA Policy 3: Within the Rural Service and Agricultural Conservation Area, minimize conflicts between agricultural and non-agricultural land uses by educating residents and potential residents on the realities of rural living and by requiring adequate buffers between land uses. (Relates to RSAC Goal 2.1)

Both the Natural Park and Open Space designation and the low-density Rural Residential designation can serve as an effective buffer between the agricultural uses lying north of 190th Street and the city park to the south.

RSACA Policy 4: Permit agricultural/farmstead and strategically located rural residential development (areas at a large distance from municipal services) to use well water or other water systems in conformance with the standards of the Iowa Department of Natural Resources and respective County Boards of Health. (Relates to RSAC Goal 2.6)

As Rural Residential, development on this site could use a rural water system or could be served by private wells.

RSACA Policy 5: Permit agricultural/farmstead and strategically located rural residential development (areas at a large distance from municipal services) to use on-site wastewater treatment systems where soils provide adequate drainage and filtration in conformance with the standards of the Iowa Department of Natural Resources and respective County Boards of Health. (Relates to RSAC Goal 2.6)

As Rural Residential, development on this site could use on-site septic systems. The proposed large lots should allow for safe installation of such systems. However, the southern portion of this area lies within the Ada Hayden Heritage Parks watershed for which great interest in its protection has been demonstrated by the community. Conditions could be placed on the approval of a LUPP amendment to safeguard the lake.

RSACA Policy 6: Limit development in areas that would create a need for the upgrade of roads before they are scheduled in the appropriate jurisdiction's capital improvements program. Where proposed development will potentially increase the traffic volumes in excess of the current road capacity, provide for the cost of road improvements at the time of development. (Relates to RSAC Goal 2.2)

It is not expected that homes that are built to the proposed densities would have a greater impact on the transportation system than the golf course, at least during peak season.

The policies of the Rural Residential (RR) Area are quoted below, followed by staff comments in *italics*.

Residential land uses within Rural Residential designated areas are developed at a rural density and in areas where urban infrastructure may not be in place for a time period beyond the Ames Urban Fringe Plan. The Rural Residential designation recognizes a residential market segment seeking large lots in a rural setting, benefiting from agricultural activities on a small scale

RR Policy 1: This land use designation includes all single-family residential land uses/developments that involve maximum average net densities of one unit per acre.

The proposed development will meet this standard.

RR Policy 2: Full urban infrastructure standards are not required. (Relates to RSACA Goal 2.6)

*If the Plan is changed to Rural Residential, the development will be expected to meet the subdivision standards of Story County. The County will ensure compliance with the Plan. **Therefore, any special infrastructure needs identified by the City to protect the Ada Hayden watershed should be a condition of the Plan change.***

RR Policy 3: Decentralized wastewater treatment facilities and wells shall meet IDNR, county, and city standards. (Relates to RSACA Goal 2.6)

This is required already.

RR Policy 4: Encourage clustering of residential sites within these land areas to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services. (Relates to RSACA Goal 2.6)

RR Policy 5: Make provisions to protect environmental resources, environmentally sensitive areas and adjacent Natural Areas. (Relates to RSACA Goal 2.3, 2.4)

*A portion of this site lies with the watershed of Ada Hayden Heritage Park. However, since subdivision authority in this location falls on Story County, any requirements beyond that should be **a condition of a Plan amendment.***

The site is also within the watershed of Ada Hayden Park. Therefore, development of the site could impact the park's visual qualities.

RR Policy 6: Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge from Rural Residential land uses according to IDNR and county standards. . (Relates to RSACA Goal 2.3)

If the Plan were amended, conditions can be approved which the County would incorporate in their review of the subdivision.

RR Policy 7: Protect the rural character of the Rural Service and Agricultural Conservation Area through residential density requirements, buffering requirements between conflicting land uses and other appropriate transitions from urban to rural areas. (Relates to RSACA Goal 2.1)

As noted above, this low-density residential use may provide an appropriate buffer between the park to the south and the agricultural lands to the north. Immediately to the west of the site is a denser rural residential subdivision. To the west of that is agricultural land that is expected to be annexed and developed at more urban densities (Quarry Estates). This subject site might have been designated for annexation and more dense development if it weren't for the topography of the site which greatly increases the cost of providing sanitary sewer service.

RR Policy 8: Limit rural residential development on prime agricultural land. Assure that the development on prime agricultural land is farm-related and has adequate access to road systems and potable water. Development should not interfere with agricultural-related activities. (Relates to RSACA Goal 2.1, 2.2, 2.5, 2.6).

This area is not currently used for agriculture.

RR Policy 9 Minimize the impact of non-agriculture development in rural areas on existing agricultural operations. (Relates to RSACA Goal 2.1, 2.5)

The development of this area will not have an impact on existing agricultural operations.

The existing land use designation of this site (Parks and Recreational Areas) and the proposed designation (Rural Residential) are both subclasses of the Rural Service and Agricultural Conservation Area (RSACA). The RSACA designation does not anticipate annexation into the City in the foreseeable future and would allow development consistent with the rural character. **The RSACA designation, in accordance with the 28E agreement with Gilbert and Story County, requires subdivision approval only from the County so if the City would wish to apply any additional standards to protect the Ada Hayden Heritage Park, these would need to be conditions of the Plan amendment.**

However, although the RSACA includes, among other designations, Parks and Open Space and Rural Residential, these two designations differ in the expected amount of development. The existing golf course, an allowed use in the Parks and Open Space designation, does not include a large number of buildings but the impacts on the land are great. These impacts may include chemical fertilizers, soil conditioners, and

pesticides to maintain the golf fairways and greens. In this instance, however, the owner has indicated that he has been given information on techniques to reduce such chemical usage and has incorporated these techniques into the operation of the golf course. Rural Residential can include lots of no less than one acre average. These impacts can also be significant depending on landscape and maintenance practices, and the function and condition of on-site septic systems. On this site there could be as many as 35 or so lots, although the applicant has indicated he seeks just four lots.

This analysis excludes consideration of changes to the existing Natural Area that buffers the golf course from the city park. Since the Natural Area is not within the same RSACA class of land use, the change of this designation would be more significant in determining whether this is a major or minor amendment. If the requested change were limited to just the Parks and Open Space designation, it would more readily meet the criteria for a minor amendment. If the golf course were converted to residential development, the Natural Area (NA) could serve as one component of the necessary buffer between the two uses. The policies of the Natural Area are quoted below, followed by staff comments in *italics*.

NA Policy 1: Natural Areas are composed of the following features and locales that intermingle with each other.

Environmentally Sensitive Areas – flood-prone areas, wetlands, water bodies, areas of steep slopes and sensitive soil conditions, and other designated areas that should be protected from detrimental impacts from other land uses.

Significant Natural Habitat -- areas surveyed and evaluated based on vegetation type and condition in the “Norris Study.” These Significant Natural Habitat Areas may also occur outside of the designated Natural Areas. In such locations, the underlying land use designation applies.

Parks and Open Spaces – facilities, land, and/or structured programs for a variety of public recreational opportunities. The term "Open Space" refers to primarily undeveloped areas; such areas are typically maintained and managed as natural areas for passive recreational uses.

Future Parks -- general areas where future parks are anticipated.

Greenways -- stream ways, parks, improved and unimproved trail systems, and open spaces that provide linkages that in effect create a continuous "greenway" or recreational system. Greenways provide recreational and open space linkages in both rural and urban areas.

Particular features and locales in the Natural Areas often are appropriately described by more than one of the above labels. This is a reflection of the multiple benefits of, and the diversity of landscapes represented in the areas designated Natural Areas. Regardless of type, Natural Areas are protected from negative land use impacts.

Any environmentally sensitive or significant habitat areas adjacent to Ada Hayden Heritage Park should be retained. A change from Natural Area to Rural Residential would be a significant change of expected land use types.

NA Policy 2: Prevent subdivisions for new non-farm residential development. However, Natural Areas may include farm and non-farm residences existing at the time of this Plan or remaining scattered building sites where farmstead homes once existed or homes on very large parcels of ground typical of the agricultural setting.

As a Natural Area, this site, even if retained by the current owner, would need to be excluded from any development activities. Again, if the Urban Fringe Plan designation were changed to Rural Residential, that protection would be removed, and would be a major change of expected future land uses.

NA Policy 3: Mitigate negative impacts to Natural Areas, including, but not limited to: agricultural chemical application, animal confinement and feeding, agricultural irrigation, miscellaneous agricultural activities like manure and fuel storage, outdated and non-functioning on-site wastewater systems, underground storage tanks, and nutrient-loaded urban stormwater run-off.

If the City Council and the partner jurisdictions agree to change the designation of the area north of the Natural Area to Rural Residential, the City should condition that change on an agreement to minimize the impacts of development on Ada Hayden Heritage Park. These conditions are anticipated by this policy statement.

COUNCIL DETERMINATIONS

The goals and policies of the Land Use Policy Plan noted above provide background for Council's initial decision on whether or not to formally consider this request. If Council decides it merits further consideration through a formal application, it must next determine whether the application will be processed as a major or as a minor amendment.

In doing so, the City Council should first review the goals and policies of the Ames Urban Fringe Plan and of the Land Use Policy Plan noted above. The City Council should consider the goals and policies of the two Urban Fringe Plan designations on the subject site (Parks and Open Space and Natural Area) and whether the change of just one designation or both designations to Rural Residential merits further consideration.

If the Council determines that the proposed amendment changes those goals or is inconsistent with those goals, it should designate the proposal as a major amendment. It may, nonetheless, designate the proposal as a minor amendment if the City Council determines the change is necessary to address an immediate public need or to provide broad public benefit, which the Council determines will further the current vision, goal, and objectives of the LUPP. Alternately, the City Council could decide to defer action until the next scheduled review of the LUPP.

If the City Council chooses to allow an application now, Mr. Winkleblack will also need a similar referral of his request from either Gilbert or Story County, since this is a change to the Ames Urban Fringe Plan.

The second part of Mr. Winkleblack's request is to consider a trade of a tract of his land lying south of the golf course in exchange for City-owned land on Grant Avenue. City staff discussed the implications of such a trade on Hayden Park. Although staff is thoroughly appreciative of the offer, the City can find an alternate access to the maintenance grounds and, therefore, does not need this particular parcel. Further, with the overwhelming support by the community of the Ada Hayden Heritage Park, which includes the lake as well as the uplands to the north and west, staff needs to be sensitive to the expectations of that supportive community if the City were to consider divesting itself of any portion of the existing park.

However, if Mr. Winkleblack wishes to proceed with his proposal for a land trade, he could make a formal request to the Parks and Recreation Commission for their consideration. The Commission would then make a recommendation to the City Council, which is the ultimate arbiter of the disposition of City-owned land.

LETTER FROM CHUCK WINKLEBLACK

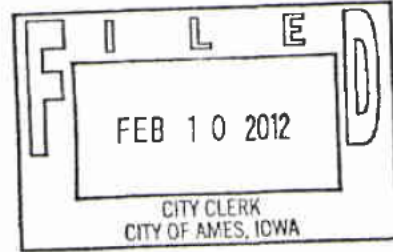
*Pkts. 2-10-12
copy: Steve O.*

Date: February 10, 2012

To: Honorable Mayor and City Council members

From: Chuck Winkleblack *W*

RE: Northern growth and changes to the LUPP



I respectfully request that the city council consider changing the LUPP for the land that is currently being used as the Oaks Golf Course. The underlying zoning is currently A-1 agricultural on some of the land and I-2 Heavy Industrial on the rest of the land owned by the Oaks Development Company. The intent would be for the LUPP to be changed to a residential classification that would allow large lots that would protect Ada Hayden Park.

The Southern portion of this land that is owned by the golf course and is accessed off of HWY 69 is also used by the City of Ames for access to their maintenance building at the park. The land owners would consider trading an equivalent number of those acres for some of the city owned land that is adjacent to Grant Ave. This land trade would secure the city access to their maintenance building as well relieve the city from some of the city obligations to improve Grant Ave. This would also limit the amount of development potential for the land that is closer to the park. This potentially could save the city thousands of dollars in cost and improve the function of the park.

Thank you in advance for your consideration of this request.

Staff Report

Request for LUPP Amendment along GW Carver Avenue

March 6, 2012

The City Council recently received the attached letter from Chuck Winkleblack concerning a development opportunity west of George Washington Carver Avenue located outside the City limits. His request seeks designation of the area for annexation to accommodate a senior housing project and additional residential development. In response, the City Council requested a staff report. **This report provides background information to help the Council determine whether it desires to give formal consideration to this request. Should Council decide to proceed further, a determination would then be needed as to whether the proposal is a major or a minor amendment to the Land Use Policy Plan (LUPP).**

BACKGROUND

The Ames Urban Fringe Plan designates this site as Priority Transitional Residential. This designation is a subclass of the Rural/Urban Transitional Area (RUTA). To accommodate annexation and the access to City utilities that Mr. Winkleblack is proposing, the site would need to be designated as Urban Residential, a subclass of the Urban Services Area.

The site is not in an Allowable Growth Area of the Land Use Policy Plan. In 2008, it was at first designated within the North C area for purposes of the Targeted Growth Study initiated by Council. However, due to difficulties in extending sanitary sewer service to this area, it was ultimately excluded from the North Growth Area. **Since Mr. Winkleblack is seeking annexation, a change to the LUPP Allowable Growth Designation would be needed.**

An amendment to the Ames Urban Fringe Plan, as well as to the Land Use Policy Plan, is subject to the amendment process and considerations that were recently adopted by the City Council. This process describes two types of amendments – major and minor – and includes criteria for the Council to use to determine which type is requested. The definitions are stated below, and the full text of the process and the consideration for LUPP amendments can be found at <http://www.cityofames.org/modules/showdocument.aspx?documentid=6625>.

II. AMENDMENT TYPES

Amendments of the LUPP are defined as major or minor, more specifically defined as follows:

- 1. Major Amendments.** These include any amendment that is either a *change* to current goals and policies, or that is *inconsistent* with current goals and policies.

2. **Minor Amendments.** These include changes determined by the Council to be of minor consequence. Examples might include:
- a. Shifting the boundary of a land use designation to account for existing site conditions and/or lot configurations.
 - b. Changing a land use designation to a related type of land use designation, as follows:
 - i. Residential to next level intensity residential.
 - ii. Non-neighborhood commercial to another type of commercial.
 - iii. Commercial node to another type of commercial node.
 - iv. Industrial to next level intensity industrial.
 - v. Any change which the Council determines necessary to address an immediate public need or to provide broad public benefit, and which is determined by the City Council to further the current vision, goals and objectives of the Land Use Policy Plan.

The determination of whether the amendment is major or minor is important in determining the process for seeking approval. A major amendment has a greater public input process than does a minor amendment. Following the determination of whether it is a major or minor amendment, the City Council may choose to either consider the amendment immediately, or else to defer any action on the proposed amendment until the next scheduled review of the entire LUPP. The LUPP states that the Plan should have a comprehensive review approximately every five years.

Under the procedures enacted to facilitate changes to the Ames Urban Fringe Plan, two of the three jurisdictions (Ames, Gilbert or Story County) need to agree to consider the request. All three jurisdictions would then need to approve the change for it to take effect. The Ames Urban Fringe Plan Amendment Process can be found in Attachment C of the 28E agreement approved in July, 2011, and is also posted on the City's website at <http://www.cityofames.org/modules/showdocument.aspx?documentid=4634>.

MAJOR OR MINOR AMENDMENT:

To determine whether the proposed change is a major or a minor amendment to the Land Use Policy Plan, the City Council should consider whether the proposal is a change to or is inconsistent with current goals and policies.

The policies of the Rural/Urban Transitional Area (RUTA) of the Ames Urban Fringe Plan are quoted below, followed by staff comments in *italics*.

RUTA Goal 3.1

Provide for strategically located development in portions of the Urban Fringe that will not be served by the City of Ames or City of Gilbert in the time horizon of the Ames Urban Fringe Plan.

The proposed site will require extensions of sanitary sewer and water service. Extensions to this area have not been anticipated by the Capital Improvements Plan, however, since this is not in an Allowable Growth Area.

RUTA Goal 3.2

To prepare non-agricultural development for efficient rural-to-urban transition.

RUTA Goal 3.3

To ensure that new development has safe and adequate water and wastewater service and other adequate facilities and that there is sufficient space for these facilities to be improved so that they may become public facilities.

Development is allowed in the RUTA, but without annexation and without access to city infrastructure. Since the request is to allow annexation and access to city infrastructure, this is a significant change in the goal.

RUTA Goal 3.4

To maintain the rural character of the surrounding countryside.

RUTA Goal 3.5

To maintain the county road system and effectively incorporate new subdivision roads and other system expansions in the existing and planned road system.

George Washington Carver Avenue likely can accommodate the expected traffic increase. However, site design and access placement will need to be reviewed if the proposal moves forward in order to provide safe access to the site.

Mr. Winkleblack's request would be for this site to be designated as Urban Services Area ((USA) under the Urban Fringe Plan. In summary, land designated as USA must be annexed and have full City infrastructure brought to the site prior to development.

The policies of the Urban Services Area are quoted below, followed by staff comments in *italics*.

USA Goal 4.1

Ensure that development and improvements in the Urban Fringe are consistent with Ames Urban Fringe Plan.

USA Goal 4.2

Ensure that new development has adequate public facilities.

The issue here is whether there is capacity in the existing city sewer system to accommodate new development west of GW Carver Avenue. The city's sewer model indicates that capacity will have been reached with the build out of available land on the east side of GW Carver Avenue and that accommodating additional demand on the sanitary sewer system might not be possible. This was the primary reason that this area was excluded from further consideration in the Allowable Growth Area study of 2008, since a new trunk line would have been required.

The Public Works Department is currently evaluating the flow and capacity of the sewer trunk line that serves the Northridge Heights area. This evaluation involves placing flow meters in the pipes and recording flow rates. It is important to

measure flow rates during periods of high flow (particularly during heavy rains to account for inflow and infiltration) to determine maximum usage. With the flow rates measured, the sewer model can be recalibrated to determine existing capacity and calculate excess capacity that could accommodate further growth than what has already been planned. The Public Works Department anticipates having information later this spring or early summer, depending on the success of obtaining data from the flow meters.

The 2008 Targeted Growth Study explored options for serving this area with sanitary sewer. The surest way to serve the entire site was identified as a sanitary sewer main brought up the Squaw Creek Valley. The cost of that main, which would also serve land to the west of Squaw Creek, was approximately \$1 million.

Since current policy does not anticipate the City bringing utilities to this site, that could be evidence that a changed designation is a significant departure from current policy. Such a determination would point to this being a major amendment to the LUPP.

USA Goal 4.3

Require new development to fund the cost of new improvements and services required by new development.

In accordance with the Capital Investment Strategy of the Land Use Policy Plan, the North Allowable Growth Area requires new development to be responsible for all the costs of development. Therefore, there are no incentives as there are for the Northwest and Southwest growth areas.

USA Goal 4.4

Coordinate infrastructure development and provision of services with applicable entities.

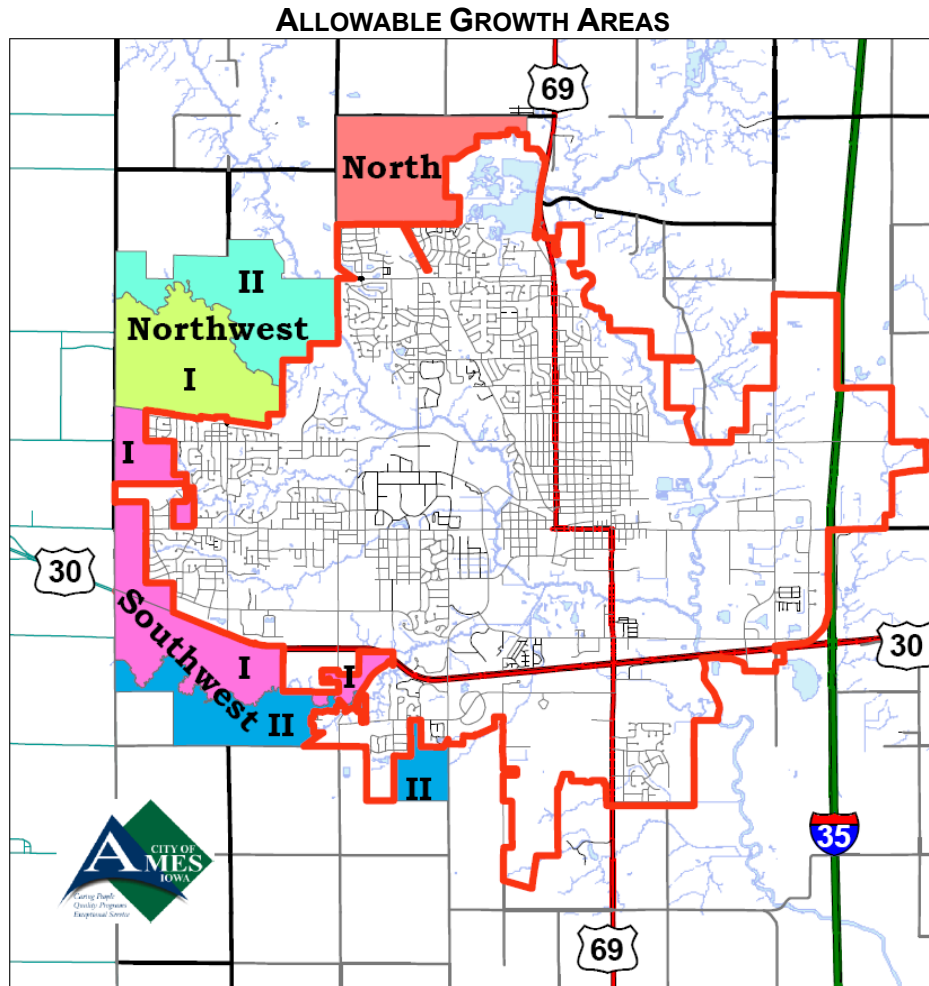
If the Ames Urban Fringe Plan and the Land Use Policy Plan are amended, the installation of infrastructure and services will be coordinated by the City of Ames.

This analysis did not address the goals and policies of the subclasses of the Ames Urban Fringe (Priority Transitional Residential, a subclass of Rural/Urban Transitional Area; and Urban Residential, a subclass of Urban Services Area). The more significant change is the change from the broader class of Rural/Urban Transitional Area to Urban Services Area rather than a change from one subclass to another subclass within the same broad class, as in the Oaks referral.

The Allowable Growth Areas of the Land Use Policy Plan are shown in the map below. This map is the annexation policy of the LUPP. Mr. Winkleblack seeks annexation in order to have access to the City's sanitary sewer and water infrastructure. To allow for annexation, a change to the Allowable Growth Map is required. A change to this map, which is necessary to accommodate Mr. Winkleblack's request, would be a de facto change to the policy of the LUPP.

It should be noted that the annexation area proposed by Mr. Winkleblack could require the non-consenting annexation of three parcels of land along GW Carver Avenue in order to avoid creating an island of unincorporated land.

Finally, it is relevant to note that, in January 2011, the City Council amended the LUPP to designate the area from GW Carver on the west to Quarry Estates on the east as the North allowable growth area. **To support that growth, Council is also considering a 2012/13 Budget that includes \$1.4 million to extend water and sewer infrastructure to that area. Designating another allowable growth area in north Ames could create competition with the lands in which the City is placing a significant investment.**



NEXT STEPS

The goals and policies of the Ames Urban Fringe Plan and the Land Use Policy Plan noted above provide background for Council's initial decision(s). The City Council should consider the goals and policies of the Urban Fringe Plan designation on this site (Rural/Urban Transitional Area) and whether the change to Urban Services Area merits further consideration.

If the Council decides to proceed with consideration of this request, it must next determine whether the proposed amendment changes or is inconsistent with those

LUPP goals. If so, it should designate the proposal as a major amendment. Otherwise, it may designate the proposal as a minor amendment.

In staff's opinion, a change from one broad class of the Ames Urban Fringe to another (Rural/Urban Transitional Area to Urban Services Area) is a significant departure from the expected development policies for this land. In addition, a change to the annexation map to designate this land as an Allowable Growth Area is significant.

Should Council determine that this request involves a major amendment to the LUPP, a final decision would be needed regarding timing. Council could agree to consider the proposed change immediately, or could defer action on Mr. Winkleblack's application until the next general review of the LUPP. If the City Council chooses to allow an application now, Mr. Winkleblack will also need a similar referral of his request from either Gilbert or Story County, since this is a change to the jointly adopted Ames Urban Fringe Plan.

LETTER FROM CHUCK WINKLEBLACK

*File - 2-10-12
Copy: Steve O.*

Date: February 10, 2012
To: Honorable Mayor and City Council members
From: Chuck Winkleblack
Re: Northern growth and changes to the LUPP



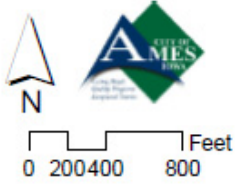
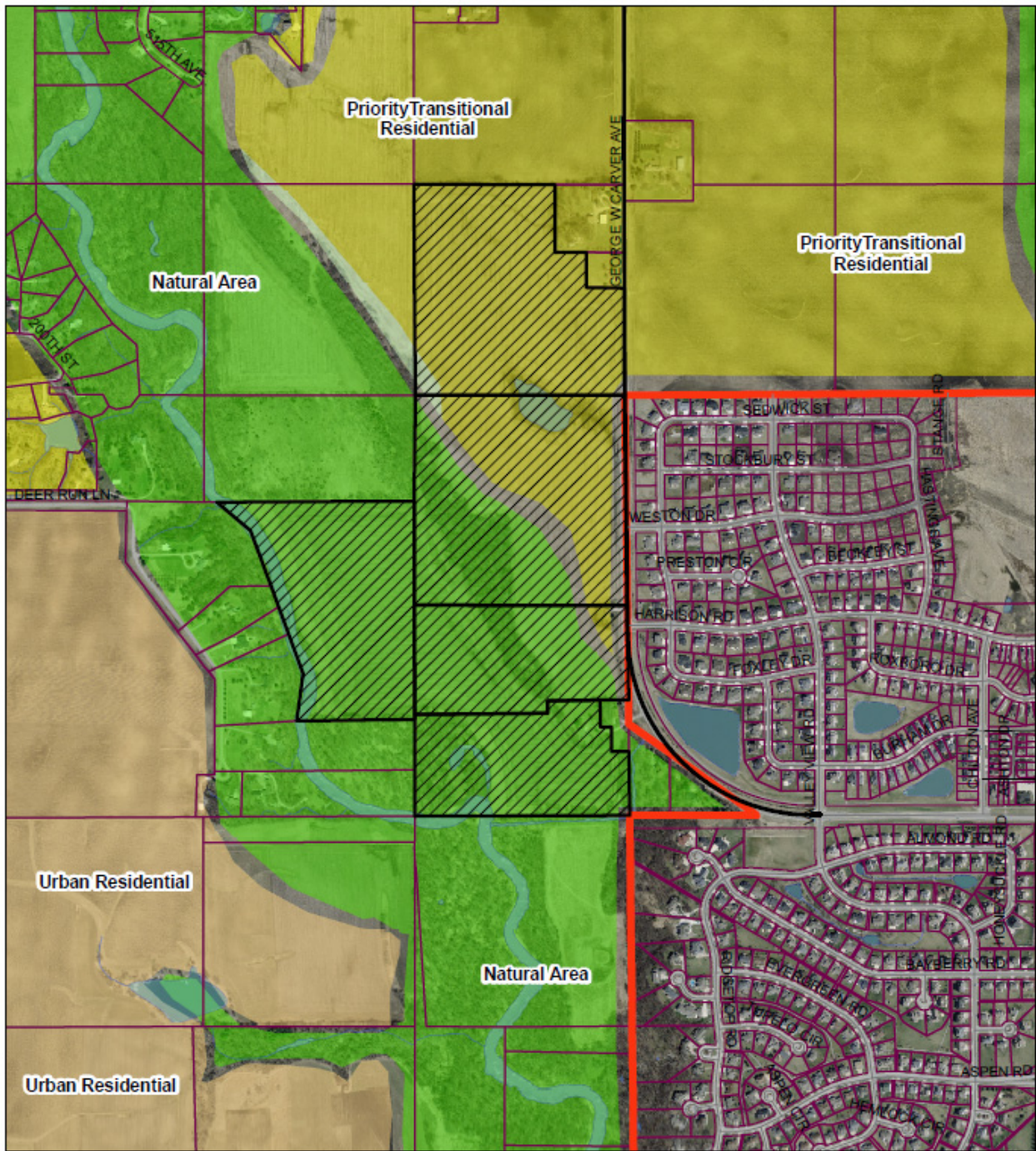
I respectfully request that the LUPP be amended to add the area to the West of George Washington Carver to allow for the land to be annexed into the City of Ames. I have attached a map indicating the area for consideration. The map also includes some land to the South that is owned by some owners and would like it also to be a part of the annexation request.

This parcel represents approximately 80 acres of development ground for the city that is contiguous with the corporate limits. It is also my belief that this land can be served with existing infrastructure so little or no funds would be needed from the city to serve this area. There is one question regarding a sewer line that was improperly installed over 20 years ago that may need to be addressed otherwise there should be no upfront costs to the city to serve this property.



I have a signed agreement for a senior housing project for the Southern portion of this property. They are in the process of acquiring a certificate of need from the State of Iowa. Their entire project has a fire sprinkling system so fire protection can be dealt with upfront on this project. The user would like to be under construction this summer; hopefully we can start this process and move this ten million dollar project forward.

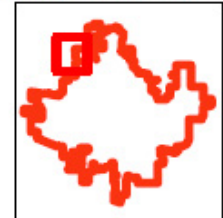
I thank you in advance for your consideration of this request.

LOCATION MAP



Legend

-  Subject Site
-  Ames City Boundary



COUNCIL ACTION FORM

SUBJECT: POWER PLANT STEAM TURBINE NO. 8 PARTS PROCUREMENT

BACKGROUND:

On September 27, 2011, City Council approved preliminary plans and specifications for the steam turbine No. 8 parts procurement. This project is for the procurement of critical and long lead time steam path parts for the Unit 8 turbine-generator. The unit is scheduled to be disassembled and inspected after over 20,000 hours of operation during the fall 2012 outage. This work is required to replace and repair worn parts and to inspect the turbine and generator for repairs that may be needed to avoid more serious damage, including catastrophic failure of equipment. Repairs of worn parts will be completed as the inspection progresses.

Bid documents were issued to nineteen potential bidders. The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage and a Legal Notice was published in the Ames Tribune. The bid was also sent to one plan room.

City Council may recall that on November 9, 2011, three bids were received and then evaluated by Electric Services staff. After their evaluation, staff found one of the bids to be non-responsive because bid security was not submitted with the bid. As a result, two bids remained with each one containing additional terms and conditions that were submitted along with their bids. Staff needed additional time to review those terms before a recommendation could be made to Council. Additionally, staff needed time to determine which parts to purchase now, and which ones would benefit from third party competition.

Council may recall that during the fall 2012 outage, staff planned to have reputable third party suppliers be given the opportunity to inspect the turbine while it is open, thus allowing them to acquire the necessary information to be able to provide bids for turbine parts.

After extensive evaluation, Electric Services staff determined that the best course of action is to not make extensive replacement of parts during the upcoming overhaul, but to make one more repair. This may result in an extension of the planned outage if long term repairs are needed. However, the opportunity to inspect and measure individual components by third party parts suppliers will result in competition for the parts and lower costs for the parts. To purchase all the parts from the OEM was over \$2 million, and staff estimates a 20% savings using third party suppliers. As a result, staff is recommending that Council reject all bids.

ALTERNATIVES:

1. a. Reject all bids received for the steam turbine no. 8 parts procurement.

b. Proceed with the overhaul with the intent to make necessary repairs and allow third party suppliers to obtain information that will allow them to make future replacement parts and supply them at a lower cost to the City of Ames.
2. Award a contract to the apparent low bidder, Argo Turboserve Corp., based on unit prices bid.

MANAGER'S RECOMMENDED ACTION:

The Unit 8 Turbine-Generator is scheduled for a major overhaul in the fall of 2012. Turbine-generator overhauls are typically performed in the industry about every five years to restore unit efficiency and to maintain good unit life and reliability.

Alternative No. 1 will defer the parts procurement until the turbine is opened up for the overhaul, so as to allow third party suppliers to obtain the information they need in order to provide a bid on future blade needs. This could result in increased competition (potentially eliminating a single/sole source scenario), which could significantly lower the costs and lead times of procuring these parts.

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



**IFB 2012-021 Steam Turbine No. 8 Parts Procurement Bid
Tabulation**

Bidder: Regenco, West Allis, WI

Description	U/M	Qty	Unit Price	Tax	Non-taxable freight	Extended Price
Rotating Blades or Buckets by Stage						
First (both rows)	LOT	1	\$106,100.00	\$7,427.00	\$400.00	\$113,927.00
Second	LOT	1	\$68,900.00	\$4,823.00	\$200.00	\$73,923.00
Third	LOT	1	\$68,900.00	\$4,823.00	\$200.00	\$73,923.00
Fourth	LOT	1	\$68,900.00	\$4,823.00	\$200.00	\$73,923.00
Fifth	LOT	1	\$68,900.00	\$4,823.00	\$200.00	\$73,923.00
TOTALS:			\$381,700.00	\$26,719.00	\$1,200.00	\$409,619.00

SUPPLIER PROVIDED ALTERNATES/OPTIONS

Description of Alternate	U/M	Qty	Unit Price	Tax	Non-taxable freight	Extended Price
Installation of stages 1-5 in HP Rotor	ea	1	\$84,700.00	\$5,929.00	\$5,000.00	\$95,629.00

Field Services: To be provided on a per diem basis as directed by the City.

Description	Rate
SHOP:	
Technician	\$99.00
Specialized Technician	\$114.00
Light Machining	\$99.00
Medium Machining	\$146.00
Heavy Machining	\$177.00
FIELD:	
Technician	\$109.00
Lead Technician	\$120.00
Foreman	\$130.00
Site Technical Director	\$166.00
Balance Technicians	\$203.00
ENGINEERING	
Engineer	\$177.00
Project Manager	\$177.00
Principal Engineer	\$224.00

COUNCIL ACTION FORM

SUBJECT: LIBRARY RADIO FREQUENCY IDENTIFICATION PROJECT

BACKGROUND:

The project to convert the Library collection to a Radio Frequency Identification (RFID) system for circulation, security, and management of the Library collection was entered into the 2011-2016 Capital Improvement Program (CIP). The project was divided into two phases. Phase 1 will be executed in this current fiscal year and Phase 2 is to be executed in the next fiscal year. Phase 1 budget is \$125,000 in the current year's CIP. Phase 2 is in the 2012/13 budget in an amount of \$153,400.

Phase 1 is for tags and equipment necessary for tagging the collection. Phase 2 is to acquire the equipment necessary for self-serve circulation, security gates, and equipment supporting inventory management. This CIP project anticipates enough equipment for the renovated and expanded library under Phase 2 of the project. Should the Library locate adequate temporary space, some equipment may be used in that temporary library space during library construction.

The Request for Proposals (RFP) was sent to fifteen potential vendors from whom the Library received nine responses. The evaluation team regarded both phases of the project, since it would be in the interest of the City of Ames to realize the compatibility, as well as the pricing structure, of a uniform product.

Three responses were eliminated as they did not meet the complete requirements as stated in the RFP and were considered non-responsive. The six valid responses had various options to offer and a wide variety of pricing. The evaluation committee assessed how well the vendor met the requirements of the RFP. The evaluation committee evaluated the tagging time required for each product submitted. The evaluation team looked at the products for self check-out stations based on their ease of operation for first time users, aesthetics of the checking stations, the ability to accept cash or credit/debit card payment for fines and fees, and their ability to work off-line in the event of failure of our automated system. It also assessed the ability of each product to interface with the current integrated library system (ILS). **Cost was an important consideration. The evaluation committee used the components of the project that were constant for each proposal to compare the pricing of one response from another. This was a difficult process since there was a wide variety of functionality among the finalists.**

The evaluation team for the project was lead by Mike Quinn of the Information Services Division of the Library. Also participating in the evaluation were the Network Services Coordinator; the Circulation Division Coordinator, and the Library Director.

The scoring for the six eligible vendors, as computed by Purchasing Department is inserted below:

Request for Proposal No. 2012-077

Ames Public Library RFID Implementation

Totals with Phase 1 & Phase 2 Pricing:

Evaluator	SirsiDynix	3M Library Systems	Tech Logic	Demco	Sentry Technology	Libramation
1	94.00	80.82	74.88	71.98	74.60	71.20
2	91.90	89.12	82.88	78.68	78.90	72.70
3	89.50	85.22	75.88	70.88	69.30	54.90
4	91.00	85.82	76.48	78.48	69.00	54.30
TOTALS:	366.40	340.98	310.12	300.02	291.80	253.10

Each proposal was scored under a point matrix for the following evaluation criteria:

- Provide an efficient and simple conversion process for implementing RFID technology. (10 points)
- Enhance circulation workflow. (10 points)
- Provide real time integration with the library’s current SirsiDynix Horizon ILS and any future ILS system selected by the library. (10 points)
- Improve staff efficiencies. (10 points)
- Provide integration with existing materials handling technology. (10 points)
- Reduce ergonomic issues related to barcode technology. (10 points)
- Maximize use of self-check workstations by the public, including the ability to accept credit/debit card payments. (5 points)
- Simplify future self-check-out design (5 points)
- Provide portable inventory and search options (5 points)
- Support both barcode and RFID customer library cards (5 points)
- Support non-proprietary (common) industry standards (5 points)
- Allow flexibility in future RFID technology selection and support (5 points)
- Description of services for similar projects (5 points)
- Quality and relevance of references and contact information (5 points)
- Cost: Overall cost and estimated total cost of ownership

A price comparative used by the evaluation committee is attached. The comparatives were difficult to determine, as the vendors did not offer the same products to accomplish the objectives of the project. Prices were compared among vendors when equipment was comparable. Quantities of both tags and equipment were estimated for comparative purposes. **It should be noted that adjustments were made for quantities of tags actually required to tag the collection, and for adding 2 more staff stations and purchasing the staff stations in Phase 1 instead of Phase 2. Finally, the license fee of \$9,934.65 was not included in the RFP items, but is added into the order. SirsiDynex is the lowest bidder on a unit cost basis for the stations and tags, so adjustments for actual quantities does not change the costing results.**

Of the six finalists for selection, the product marketed SirsiDynex (Bibliotheca) achieved the highest score under the criteria by all raters.

The Library's current ILS is Horizon®, a product of SirsiDynex. The corporate partnership between Bibliotheca and SirsiDynex will benefit the implementation of the RFID system for the library. A single company responsible for the interface of the two systems will assure problem resolution by eliminating "finger pointing" or blame based on the system of an outside vendor.

On February 7, 2012, Library staff met with the highest evaluated vendor, who demonstrated the SirsiDynex/Bibliotheca self-check units. Representatives of SirsiDynex/Bibliotheca then assessed the Library's needs under Phase 1 and determined that the items listed below will be necessary. This will require both the purchase and leasing of equipment. The three (3) month lease of Mobile Tag Programming Stations and the additional tag dispenser are necessary for the processing of tagging the entire collection of the Library. Once completed, the Library will only require a mobile tagging station for inventory work and other minor operations.

The following is a general list of items to be acquired for Phase 1. All items are for purchase except where noted.

270,500 Tags	\$50,056.00
Software License	\$9,934.65
18 Staff Stations	\$19,530.00
3 Tag Label Dispenser	\$1,752.30
1 Total Mobile Staff Station Hardware	\$5,112.00
Remote Training	\$750.00
Shipping and Administrative	\$2,510.00
<i>Total Purchases for Phase 1</i>	<u>\$89,644.95</u>
2 Mobile Tag Programming Stations (Leased for 3 months)	\$2,850.00

Additional Tag Dispenser (Leased for 3 months)	\$225.00
<i>Total Leased Equipment for Phase 1</i>	<u>\$3,075.00</u>
 <i>Grand Total for Phase 1</i>	 <u><u>\$92,719.95</u></u>

Upon the recommendation of the evaluation team, the Library Board of Trustees, by majority vote, selected SirsiDynix/Bibliotheca as the vendor of choice for both phases of the RFID project, and requests the City Council to award the contract.

This request is to fulfill the project requirements for Phase I and evaluate the equipment needs of Phase 2. **Both Phases 1 and 2 are being awarded to SirsiDynix at on this Council Action Form, however only Phase 1 equipment is being purchased at this time. Once the design of the renovation of the Library has been established by the architect during the next fiscal year, staff will revisit the Phase 2 needs.** The intent is to fully define the components necessary for Phase 2 and bring back to the City Council for approval a complete equipment order. SirsiDynix has agreed to hold the pricing listed in its RFP for Phase 2 of the project.

ALTERNATIVES:

1. Award the contract for Radio Frequency Identification Tagging and Equipment to SirsiDynix/Bibliotheca of Huntsville, AL in an amount not to exceed \$92,719.95 for tags and equipment under Phase 1.
2. Reject the library board's recommendation and re-open the Request for Proposal process for project delivery.

MANAGER'S RECOMMENDED ACTION:

SirsiDynix is the highest evaluated respondent to the Library's RFID project RFP process, and also the lowest cost response on a unit-cost basis. The Library has had a very positive experience with its products to date.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the award of contract for Radio Frequency Identification Tagging and Equipment to SirsiDynix/Bibliotheca of Huntsville, AL in an amount not to exceed \$92,719.95 for Phase 1 (FY 2011/12 in the CIP).

RFID Cost Comparatives
RFP #2012-077

Phase I	Quantity	SirsiDynix	3 M	Demco	Sentry	Tech Logic	Libramation
Tag	250,000	\$39,750	\$46,250	\$45,000	\$45,000	\$41,250	\$52,250
Hub Tag	50,000	\$9,500	\$13,250	\$14,500	\$12,000	\$12,250	\$12,500
Sting Ray Tag	10,000	\$6,900	\$6,900	\$6,800	\$7,900	\$6,900	\$9,000
Printing (b/w)	250,000	\$6,250	\$6,250	\$10,000	\$10,000	\$3,750	\$5,000
Total Tag Unit Cost		\$62,400	\$72,650	\$76,300	\$74,900	\$64,150	\$78,750
Conversion Unit							
Purchase	1	\$5,112	\$10,750	\$6,822	\$4,365	\$6,500	\$7,385
Monthly Lease (no. of months)	4	\$1,900	\$3,940	\$0	\$1,940	\$2,400	\$3,980
Total for Conversion Unit (Buy/Lease)		\$7,012	\$14,690	\$6,822	\$6,305	\$8,900	\$11,365
Total Phase 1*		\$69,412	\$87,340	\$83,122	\$81,205	\$73,050	\$90,115
Phase 2							
Staff Equipment							
Staff Station:	16	\$17,360	\$20,800	\$30,400	\$21,840	\$41,600	\$32,320
Portable Unit	1	\$4,376	\$6,000	\$8,420	\$3,945	\$5,500	\$6,045
Security Gates (dual aisle)	1	\$9,900	\$11,260	\$10,100	\$12,190	\$14,850	\$12,125
Total Staff Equip		\$31,636	\$38,060	\$48,920	\$37,975	\$61,950	\$50,490
Self Checks							
Self Check Table Top	2	\$16,378	\$19,520	\$15,600	\$20,850	\$19,520	\$19,000
Kiosk	5	\$46,210	\$52,800	\$49,000	\$62,125	\$84,750	\$84,750
Built in	5	\$38,359	\$32,800	\$38,435	\$39,625	\$26,950	\$54,975
Total Self Check		\$100,947	\$105,120	\$103,035	\$122,600	\$131,220	\$158,725
Estimate - Total Phase 2*		\$132,583	\$143,180	\$151,955	\$160,575	\$193,170	\$209,215
Total Project Cost		\$201,995	\$230,520	\$235,077	\$241,780	\$266,220	\$299,330

Phase 1 costs do not include staff workstations, software licensing, training, shipping. Quantities were changed during project assessment of actual needs to complete the project.

* Phase 2 costs are not fully defined and exclude credit card/cash vending add ons, bank set up charges, licensing agreements, installation, training, and shipping.

Vendors evaluated as unacceptable:

Intelletto: lacks phase 2 components

VTLS; many functions still under development

RFID Solutions: lacks phase 2 components

COUNCIL ACTION FORM

SUBJECT: TIGER GRANT APPLICATION AND POTENTIAL FINANCIAL COMMITMENT

BACKGROUND:

The U.S. Department of Transportation (USDOT) recently released a notice of funding availability for its 2012 TIGER program, requesting funding applications for eligible projects. Grant applications are due no later than March 22, 2012.

The Ames Intermodal Facility received partial funding in the first round of TIGER applications in 2010. As a result of the lower funding amount, the project was divided into two phases with the 2010 grant funding its first phase. Included in this initial phase were the following to be completed in June 2012:

- 385 parking spaces for short and long-term parking
- Bike path connections to the community with shower and bike locker facilities
- Connections with intercity bus carriers—Jefferson/Burlington Trailways
- Connections to CyRide one block from the facility at Chamberlain St. and Welch Ave.
- 20 parking spaces for qualified car and vanpool parking
- Taxi stand for transportation within the community
- Public restrooms for the Campustown Business District

The project originally included several additional elements to complete the needs and vision for a transportation hub within the community. These missing elements are included in the second phase design and include:

- 248 additional parking spaces for short and long-term parking, including 20 additional vanpool/carpool spaces (total of 633 spaces in Phase I and II)
- Extension of the bike path in Phase I on the Intermodal site through the ISU Arboretum to State Street connecting to an existing trailhead
- CyRide shuttle from the facility through campus connecting with transfer points on campus for locations throughout the community
- 12 additional bike lockers
- Pedestrian corridor along Sheldon Ave. from Knapp to Lincoln Way, connecting the Cyclone Sports Complex with parking at the facility and with the new State Gym Expansion.
- Reconstruction of Hayward Ave. from Chamberlain St. to Lincoln Way, to accommodate additional car and bus traffic to/from the facility.

The proposed budget for construction of this second phase of the project is as follows:

Project Element	TIGER Project Funding		
	FEDERAL	LOCAL	TOTAL
Site Acquisition –	\$0	\$2,000,000	\$ 2,000,000
Site Preparation	\$180,000	\$0	\$180,000
Parking Structure	\$5,440,000	\$0	\$5,440,000
Intercity Office/Waiting Area	0	0	0
Bus Road, 2 Bus Bays, Canopy	\$365,000	\$0	\$365,000
Bike Lockers/ Amenities	\$33,000	\$0	\$33,000
Bike/Pedestrian Path	\$386,000	\$0	\$386,000
Public Restrooms	\$0	\$0	\$0
Roadways Imp. - Signals	\$180,000	\$0	\$180,000
Roadways Imp. -Streets	\$1,420,000	\$44,250	\$1,464,250
Rolling Stock (1 Hybrid Buses)	\$498,000	\$102,000	\$600,000
CyRide AVL/NextStop	\$18,000	\$305,000	\$323,000
Equipment	\$25,000	\$0	\$25,000
Design/Project Management	\$1,135,000	\$0	\$1,135,000
Grant Admin. (CyRide)	\$0	\$50,000	\$50,000
Creek Landscape	\$210,000	\$0	\$210,000
Pedestrian Access (west side)	\$115,000	\$0	\$115,000
TOTAL	\$10,005,000	\$2,501,250	\$12,506,250
	80.00%	20.00%	100.000%

This new notice of grant funding indicates that decisions will be made on applications in July 2012 - approximately one month past when the first phase of the facility will be completed. Therefore, **the surface parking lot constructed in Phase I, with approximately 90 parking spaces, will need to be removed to make way for the additional parking structure as part of the second phase. It is the Federal Transit Administration's (FTA) policy to request repayment of federal interest when a capital project is demolished before the end of its useful life. As the facility will recently be completed, it is anticipated that the FTA will request 100% of the cost of the surface parking lot. The Project Architect has estimated the construction cost of this lot at \$275,000.**

In discussions at the Transit Board of Trustees' meeting on February 16, 2012, both Iowa State University and City officials discussed the need to enter into further discussions regarding this additional cost to determine if a new application should be submitted. Both entities indicated a possibility of sharing this additional project cost at \$137,500 each (50%), if a grant was approved in this newest funding round. It is anticipated that the repayment of these funds could occur in the 2013-2014 budget year.

Since this meeting, CyRide and the City received an email from the Vice President of Business and Finance for the university indicating that they would be interested in submitting another TIGER application and funding 50% of possible repayment costs to FTA, if a grant was approved.

A decision regarding the Council's desire to fund possible future repayment expenses and submission of the grant application will need to be made at the March 6, 2012 Council meeting in order to proceed with the grant application by March 22, 2012.

ALTERNATIVES:

1. Authorize CyRide staff to prepare and submit a 2012 TIGER grant application for Phase II of the Intermodal Facility with the understanding that, if approved and required, the City will be responsible for 50% of the cost to repay the federal interest for portions of the Phase I project that must be removed up to a maximum of \$137,500.
2. Do not submit a 2012 TIGER grant application for the Intermodal Facility.

MANAGER'S RECOMMENDED ACTION:

In subsequent TIGER funding rounds, CyRide's application for Phase II of the Intermodal Facility project has come close to being funded, but ultimately fell short of a grant award. With the Phase I project completed in June 2012, it is believed that this accomplishment, as one of the first TIGER projects to be completed, will assist the second phase project in being considered for funding.

The City Council must determine whether the possibility to add a net additional 248 parking spaces at the intermodal site that would benefit the Campustown business district is worth the estimated cost of \$137,500 to reimburse the FTA for work already completed in Phase 1. Given the fact that structured parking typically costs \$25,000 per space, the financial liability of \$137,500 or \$554 per additional space appears to be a wise investment, assuming the Council believes additional parking is needed in the area.

One of the goals of the Council is enhance relationships by partnering with ISU to help revitalize Campustown. The attached email from Warren Madden indicates that the University believes this type of investment is worthwhile and has committed to pay half of the financial obligation should FTA require reimbursement for work performed on Phase I of the Tiger Grant. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby authorizing the submittal of a new TIGER grant application with the understanding that, if awarded these additional TIGER funds, there is the possibility of a required repayment to the FTA. The funding for this obligation could come from the Local Option Sales Tax Fund balance if required in 2013-14.

To: Steve Schainker; Madden, Warren R [VPBUS]

Cc: Sheri Kyras; Stewart, Jerry D [P SAF]; Hankins, Judy A [VPBUS]; Michel, Mishelle [P SAF]; Gagne, Melissa J [P SAF]; Piscitello, Joan K [TREAS]; Dye, Brad A [TREAS]

Subject: intermodal update

Steve and Warren, as we continue finalize plans I thought it would be a good time to update you on where we are. Sheri has indicated she does not think the Executive Express will be leasing space in the facility. We recommend a no refund policy and permits would be available on line around the end of April and would be available to anyone. Permits would be valid from August 1 – July 31 each year. In the event we do not sell out we would do monthly permits at a higher price. Basically it would be like leasing an apartment. If you leave in the summer you still pay or find someone to sell your permit to. This will cause a lot less issues in trying to refund onto a credit card months after the original purchase. It will also be better in tracking the budget. As we need to start working on a brochure I would like to get approval for pricing. I have attached an updated pro forma with rates. Please let me know if questions or comments. I will wait for your approval. The uncovered annual price would be \$180 (\$15 month) and covered would be \$480 (\$40 month) If we have spaces left I would propose a monthly \$20 for uncovered and \$50 for covered parking. In the event Executive Express does commit it would assist in the budget by \$13,200. I would also recommend that we look at some free parking at the very beginning to help people get used to the facility.

Mark Miller

ISU Parking Director

memiller@iastate.edu

515-294-1987

COUNCIL ACTION FORM

SUBJECT: DEVELOPMENT AGREEMENT FOR PROPERTY AT 605 AND 615 EAST LINCOLN WAY, INCLUDING TEMPORARY REMOTE PARKING ON PROPERTY AT 615 EAST LINCOLN WAY

BACKGROUND:

A change in use is proposed for the commercial building at 605 East Lincoln Way, which is zoned as "HOC" (Highway-Oriented Commercial). The building is presently vacant, but was previously occupied by a biologics laboratory for the United States Department of Agriculture (USDA), and includes 10,000 total square feet of floor area. A health club, permitted as a use in the HOC zone, wants to use 5,500 square feet of the building leaving 4,500 square feet of vacant floor area for other tenants.

Table 29.406(2) of the *Municipal Code* requires a minimum of 5 parking spaces for every 1,000 square feet of floor area occupied by a health club. Twenty-eight parking spaces would be required for the floor area to be occupied by the health club. There are a total of 22 existing parking spaces on-site for use by the businesses that occupy this building. Twelve of the 22 parking spaces would be available for use by the customers and employees of the health club, since this business would occupy slightly more than one-half of the building. **This leaves a deficiency of 16 parking spaces to meet the minimum requirement of 28 spaces for the health club.**

A solution to address the deficiency in on-site parking would be to provide remote parking on an adjacent property. The *Municipal Code* allows remote parking in the HOC zone on a lot within 300 feet of the lot on which the principal building is located. The property to the east of this lot is 615 East Lincoln Way. Both properties are owned by Friedrich, R & Sons, Inc. To provide the remote parking for the health club on the property at 615 East Lincoln Way, there must be excess parking spaces available above the minimum number of spaces required for the uses in the building on that site. **The approved site plan for the property at 615 East Lincoln Way shows a total of 94 parking spaces on-site with a minimum parking requirement of 92 spaces for the uses in the building.** Therefore, to provide remote parking for the health club will require the construction of at least 16 additional parking spaces to meet the minimum parking requirement. **The approval of a site plan amendment, the construction of an expanded parking lot at 615 East Lincoln Way, and the granting of a remote parking easement would all be necessary in order to satisfy the parking requirements for the health club.**

As a means of accommodating the building owner and proposed tenant, given the deficiency in the minimum number of required parking spaces and their desire to proceed expeditiously with remodeling for occupancy by the health club, the attached Development Agreement has been drafted by the City Attorney's Office. This agreement is being offered as a means of enabling the

issuance of permits at this time, to allow the new tenant to proceed with the remodeling followed by occupancy of the building, provided that all 22 on-site parking spaces and 6 remote parking spaces on the adjacent property are reserved on a temporary basis until such time that permanent remote parking spaces are constructed on the site at 615 East Lincoln Way. This Agreement will require that the 4,500 square feet of vacant floor area in the building at 605 East Lincoln Way and 1,500 square feet of floor area in the building at 615 East Lincoln Way remain vacant while the Development Agreement is in effect.

The Development Agreement will no longer be in effect once an amendment to the site plan for the property at 615 E. Lincoln Way is approved by staff, the parking lot is constructed, and a remote parking easement for the newly constructed spaces is approved by the City Council.

ALTERNATIVES:

1. The City Council can approve the Development Agreement for property at 605 and 615 East Lincoln Way, including temporary remote parking on property at 615 East Lincoln Way.
2. The City Council can deny the Development Agreement for property at 605 and 615 East Lincoln Way, including temporary remote parking on property at 615 East Lincoln Way.
3. The City Council can refer this item to staff for further information.

MANAGER'S RECOMMENDED ACTION:

Off-street parking spaces must be provided in accordance with the minimum requirements as set forth in the *Municipal Code* for any new use of a building. The change in use of the building at 605 East Lincoln Way triggers the parking requirements for the proposed health club. To meet these requirements it will be necessary to construct additional remote parking on the adjacent site, as described in this report. It will take time to prepare and approve plans for a new parking lot, which would delay the opening of a new business at this location if the parking spaces must be constructed prior to the issuance of permits for the interior remodeling work. **As a means of accommodating the needs of the health club business to do the remodeling work and open for business, the Development Agreement will enable work to begin while the required parking is provided on a temporary basis until such time that the new parking lot is constructed and a Remote Parking Easement is approved by the City Council.**

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby approving the attached Development Agreement for 605 and 615 East Lincoln Way.

ATTACHMENT A




Location Map

Address: 605 E. Lincoln Way

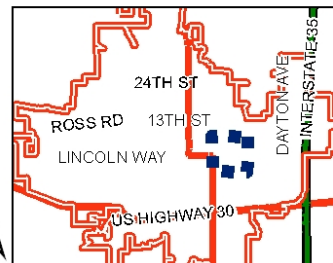
Map Created by:
Department of Planning and Housing

Date: March 01, 2012

Legend

 605ELincolnWay

2.5 1.25 0 2.5 Miles



ATTACHMENT B



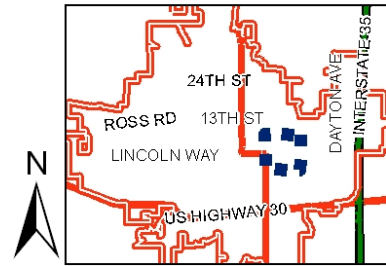
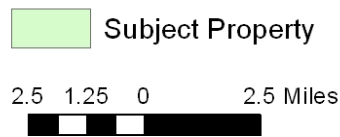
Location Map

Address: 615 E. Lincoln Way

Map Created by:
Department of Planning and Housing

Date: March 01, 2012

Legend



**DEVELOPMENT AGREEMENT FOR
605 and 615-719 EAST LINCOLN WAY**

THIS AGREEMENT is made and entered into between **the City of Ames, Iowa** (hereafter “City”) and **R. Friedrich and Sons, Inc.** (hereafter “Developer”).

Recitals

1. The Developer desires to provide sufficient parking for a new tenant that will be opening a health club at 605 East Lincoln Way;
2. The City of Ames desires to provide for temporary accommodation of the parking needs for that new business pending completion of a permanent remote parking lot for use by that business.

In Consideration of the Mutual Promises Contained Herein, It Is AGREED:

1. Ownership of Premises

Developer is the owner of real estate located at 605 East Lincoln Way and at 615-719 East Lincoln Way. These two sites are adjacent to one another, with 605 being the property immediately to the west of 615 East Lincoln Way. The Developer also owns undeveloped land abutting the east side of 605 East Lincoln Way and north of the building at 615-719 East Lincoln Way.

605 East Lincoln Way is a property occupied by a vacant building containing 10,000 gross square feet of floor area with 22 parking spaces. Developer is leasing 5,500 square feet in this building to a new tenant for use as a health club. This use will require 28 parking spaces.

615 East Lincoln Way is a mixed use strip mall containing nine suites, most of which are leased to tenants but with some space which is not currently leased. The total amount of parking available for uses at 615 East Lincoln Way is 94 spaces.

2. Temporary On Site and Remote Parking for 605 East Lincoln Way

Because there is unleased space both at 605 East Lincoln Way and at 615-719 East Lincoln, some parking spaces are temporarily available for use at both locations, and because Developer is in a position to control the leasing of those

premises, the City agrees to allow Developer to use 6 spaces at the west end of the parking lot in front of 615-719 East Lincoln Way as temporary remote parking for 605 East Lincoln Way and to temporarily use all 22 available spaces at 605 East Lincoln Way for the use by the Health Club tenant.

In exchange, the Developer agrees that it shall not rent nor allow occupancy or use of any of the existing vacant space at 605 and 615-719 East Lincoln until the permanent remote parking lot for 605 East Lincoln Way is completed.

The use of all parking spaces at 605 East Lincoln Way and 6 parking spaces at 615-719 East Lincoln Way as temporary on-site and remote parking for the use of 605 East Lincoln Way may commence immediately on execution by the parties of this agreement and placement of reserved signage.

This temporary parking arrangement shall be allowed until the completion of the permanent remote parking lot or until July 1, 2012, whichever occurs first.

3. Permanent Remote Parking for 605 East Lincoln Way

The Developer agrees to construct a new parking lot on the undeveloped land it owns which is abutting the east side of 605 East Lincoln Way and north of the building at 615-719 East Lincoln Way to provide remote parking for uses in the building at 605 East Lincoln Way. The Developer agrees to provide not less than 16 parking spaces in that new lot to meet the additional number of spaces needed for anticipated uses in the building at 605 East Lincoln Way. The Developer will enter into a permanent remote parking agreement with the City to memorialize that arrangement.

The Developer shall promptly commence planning and site plan submittal of the new parking for approval by the City so that the new parking lot is completed no later than July 1, 2012.

4. Other Conditions

The Developer shall provide conspicuously posted signage for the 6 spaces at 615-719 East Lincoln Way to indicate that they are reserved for 605 East Lincoln Way.

The Developer agrees that it shall complete all landscaping, pavement markings, signage, storm water management and other code and site plan requirements for the new parking lot prior to its use. Developer shall also provide signage to indicate its use as reserved remote parking for 605 East Lincoln Way.

The Developer understands that the Health Club will be granted a Temporary Occupancy Permit that allows occupancy through July 1, 2012 and will not be

allowed further occupancy nor will they be issued a full Occupancy Permit until Developer has completed the permanent remote parking.

The Developer further agrees that it shall complete installation of an asphalt drive along the north side of the building on 615-719 East Lincoln Way as shown on and in accordance with the site plan which was approved for that site on December 12, 2008.

Dated this _____ day of March, 2012.

CITY OF AMES, IOWA

R. FRIEDRICH AND SONS, INC.

By _____

By _____

Ann H. Campbell, Mayor

Kurt Friedrich, President

COUNCIL ACTION FORM

SUBJECT: DOWNTOWN FAÇADE GRANTS FOR FISCAL YEAR 2011/2012 – SECOND ROUND

BACKGROUND:

In August, 2011, the City Council awarded five Downtown Façade Improvement grants and in September, 2011, approved using funds of this program for structural analysis related to façade improvement projects, leaving about \$44,000 in the program budget for the current fiscal year. A second application process has been initiated for this fiscal year and six grant applications were received by February 1, 2012.

Staff determined that all six applications qualify for grants and meet the Downtown Design Guidelines with some minor modifications. Two owners of businesses and properties on Main Street, along with two City staff, evaluated these grant applications based on the attached scoring criteria (Attachment G). The scorers met and agreed on the score listed for each project.

<u>Address</u>	<u>Business or Building Name</u>	<u>Amount Requested</u>	<u>Total Project</u>	<u>Score</u>
121 Main	Vacant, formerly Pyle Photo Design Fees	\$15,000 \$ 1,000	\$ 60,000 \$ 1,000	84
123 Main	Sportsman's Lounge	\$15,000	\$ 50,798	70
208 5th	McClanahan Studio (in Lechner Building)	\$10,300	\$ 84,000	71
205 Main	Vacant, formerly Antique Ames Design Fees	\$15,000 \$ 1,000	\$115,750 \$ 1,000	65
301 Main	StylEyes (in Sheldon-Munn)	\$15,000	\$ 30,500	65
203 Main	Vacant, formerly Antique Ames Design Fees	\$15,000 \$ 1,000	\$115,750 \$ 1,000	50
		\$88,300	\$459,798	

The attached map (Attachment A) and summary sheets (Attachments B – F) provide more information about these projects. Complete application materials are also available for review, if requested. Structural evaluations have been complete for each building that the Building Official identified as needing evaluation. All of these projects are planned for implementation this spring and summer.

121 and 123 Main scored highly because they are at the east entry into the District and in a location that is very visible, especially from Duff Avenue. Up until now, there have been only two façade grant projects east of Douglas Avenue. The front façade materials of both buildings have deteriorated to the point where they may be unsafe; the total façade will be renovated and the style of the improvements is very historical in detail. Also, because the façade surface material on both buildings is integrated, it makes sense to renovate both at the same time.

208 5th is one of the two largest buildings on 5th Street. The original storefronts on the ground floor facade were replaced with glass block and wood. A current tenant is purchasing the building and intends to remove the wood and glass block and install a display window and transom system that is similar to the original. This will allow views from the sidewalk into a photography gallery inside, using now vacant space. This project earned a high score due to its transom windows, the length of the façade being restored, and the \$84,000 overall cost of the project, including interior renovation.

203 and 205 Main façade projects will complete renovations on the historic “Tilden Block,” which started with a loan for upper level renovation in the early façade improvement program. At 203 Main the improvement qualifying the project for the grant program is the removal of the panel over the transoms and installing framed black glass spandrel panels, although the storefront will also be replaced. Both projects earned points because of the \$231,500 total cost of both projects. The façade at 205 Main earned a higher score because deteriorate wood cover-up and canopy will be removed and the façade will be completely replaced. Other parts of the upper facades will be repaired as needed.

Together these two grant applications apply to space that most recently was all one retail business, Antique Ames. The existing wall separating the spaces will remain and two different businesses will occupy the ground floor. The second floor will also be leased separately as up to four offices or residential units. The City Council has place priority on awarding only one grant per façade. Second grants for the same façade could only be awarded with funds left after funding for other projects. **Since the same owner seeks two grants at the same, the City Council will have to determine whether this is one façade seeking two grants or two separate facades each seeking one grant.**

301 Main on the northwest corner of Main and Kellogg is one of the most visible corners of the downtown and in the largest building, the Sheldon-Munn. The historic storefront will be recreated, including higher kick plates and three-pane transoms, which earned points for the project, as did the replacement of two display windows and transoms facing Kellogg. The tenant has already restored the historic interior and is funding this entire project. The work on the Kellogg façade is tentative depending on the actual costs as the renovation proceeds.

In 2007 another façade grant project was carried out in the Sheldon-Munn, by Nature's Touch at the west end of the building. However, the proposal by StyleEyes in the Sheldon Munn building qualifies for this grant cycle because it is the second round for grant funding. **The City Council will have to determine whether to apply its policy of providing only one grant per building in the first round as it relates to 203 and 205 Main Street where two grants are being requested for this round.** This interpretation is also needed by staff, as occasionally potential buyers of the Sheldon-Munn have asked if it qualifies for additional façade grants.

Before existing façade materials are removed, it is often not possible to work out all of the details of the final project. Sometimes these details are important for a completed project to comply with the Downtown Design Guidelines. For those cases, the details are noted on the attached images of the proposed façade improvement project and will be considered conditions of approval of the grant.

ALTERNATIVES:

The \$88,300 total of all six grant applications is more than the total funding available in the current fiscal year. There are several alternatives for addressing this issue:

1. The City Council can approve all of the six projects listed above by advancing the \$50,000 appropriated in FY 2012-13 from the Local Option Sales Tax Fund. This action will make available \$94,000 to cover the City's share of the program.

Under this alternative only \$5,700 would be available for additional façade grants before July 1, 2013. Although there is frequently an owner asking about façade grant, staff is not aware of anyone actively preparing an application at this time.

2. The City Council can approve the first three projects listed above, for a total of \$41,300 from the Downtown Façade Grant fund.

Under this alternative the projects with the highest scores would receive façade grants: 121 Main, 123 Main and 208 5th Street. **If the City Council decides that granting a second grant to a property cannot be supported than these three properties would qualify because they have not yet been awarded a façade grant.**

The Council can direct staff to bring façade grant applications to the City Council's first meeting in July so that the other applicants can re-apply for façade grants in the upcoming construction season.

3. The City Council can approve an alternative selection of requested façade grants and amounts to those projects that the Council finds meet its priority for one grant per façade on Main Street.
4. The City Council can refer this request to staff or applicants for additional information.

MANAGER'S RECOMMENDED ACTION:

Three façade improvement projects with previously awarded grants from round one are currently underway. The American Legion has begun interior improvements and is raising funds for masonry repair needed in conjunction with the upper floor windows funded by a façade grant. The owners of Emerhoff's and Moormans are evaluating costs and funding for structural repairs identified as needed along with the facade improvements.

It should be remembered that at the May 10, 2000 meeting the Council approved the scoring criteria for the façade program which gave preference to those buildings that had not previously received grant funding. It was anticipated that those buildings that had received funding could be eligible for City grants during the second round of applications. The City Council will now have to decide whether or not to offer grants to a property with multiple store fronts in this second round (203, 205, and 301 Main Street) using money from next year's first-round funds.

Moving ahead with six more façade projects this year will be a powerful visual statement which will have a significant immediate impact on the look of the Downtown. Therefore, it is the recommendation of the City Manager that the City Council support Alternative #1 and approve grant funding for all of the six projects listed above by advancing the \$50,000 appropriated in FY 2012-13 from the Local Option Sales Tax Fund.

By adopting this alternative, the City Council will be using monies from next year's first round to fund this year's second round.

Attachment A



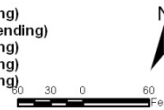
Downtown Façade Grant Program - Proposed Site Location Map



Proposed Grant Properties Year 2012
 Downtown URA
 Map Created by:
 Department of Planning & Housing
 Updated March 01, 2012

Facade Grant Locations

- | | | | | |
|--------------------|-------------------------|-------------------------|-------------------------------|-----------------------------------|
| 1. 413 Kellogg Ave | 7. 218 Main Street | 13. 413 Northwestern | 19. 228 Main Street | 25. 208 Main Street (Pending) |
| 2. 220 Main Street | 8. 547 Main Street | 14. 101 Main Street | 20. 225-227 Main Street | 26. 203-205 Main Street (Pending) |
| 3. 203 Main Street | 9. 311 Main Street | 15. 410 5th Street | 21. 217-219 Main Street | 27. 208 Main Street (Pending) |
| 4. 411 Kellogg Ave | 10. 230-234 Main Street | 16. 426 5th Street | 22. 410 Douglas Ave. | 28. 123 Main Street (Pending) |
| 5. 216 Main Street | 11. 313 Main Street | 17. 326 5th Street | 23. 115 Main Street | 29. 121 Main Street (Pending) |
| 6. 229 Main Street | 12. 400 Main Street | 18. 130-134 Main Street | 24. 301 Main Street (Pending) | |



Attachment B

121 Main

1907



123 Main 121

2000



Proposed Renovation



Attachment C

123 Main

1907



123 Main 121

2011



Proposed Renovation



REMOVE FACING MATERIAL

REPAIR BASE WALL

NEW FACE BRICK
(including soldier course
and/or other ornamental
brick work)

RENOVATE SIGN (FUTURE)

REPLACE WINDOWS (FUTURE)

NEW FACE BRICK

NEW COMMERCIAL DOOR
WITH SIGN

NEW DISPLAY WINDOWS
(dark anodized aluminum
frames, consider vertical
mullion in place of horizontal
shown)

STONE KICK PLATE TO
REMAIN

Attachment D

208 5th

1954



2011



Proposed Renovation



THIRD LEVEL:
Photography studio
and residence to
remain.

FUTURE PHASE:
Repair and tuck
point brick and
replace windows

SECOND LEVEL:
RENOVATE FLOORS
(lease space)

GROUND LEVEL:
RENOVATE SPACE
FOR GALLERY
(Existing
chiropractor
entrance to remain)

REMOVE AWNING
AT ENTRY DOOR

REMOVE GLASS BLOCK & WOOD
INSTALL NEW DISPLAY & UPPER WINDOWS
(clear glass, aluminum frames)
RESTORE BRICK KICK PLATES OR
INSTALL WOOD FRAMED PANELS

Attachment E

203 & 205 MAIN

1951



2000



205 Main 203

Proposed Renovation



Attachment F

301 MAIN

1920's



2011



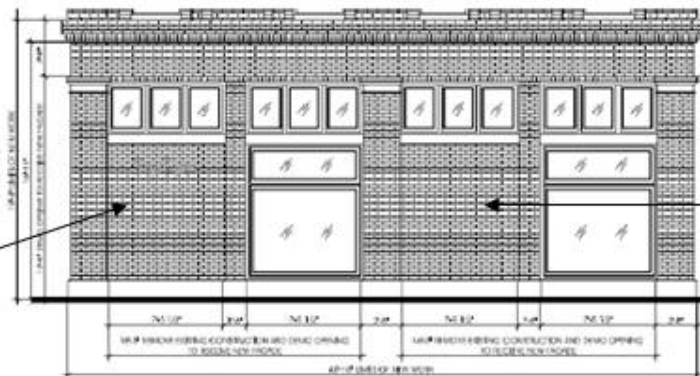
Proposed Renovation

Main Street: (Primary Project Focus)



Kellogg Avenue: (Secondary Project Focus; section nearest Main Street is priority as budget allows)

FILL EXISTING
OPENING WITH
PANEL (not as
shown with brick)



FILL EXISTING
OPENING WITH
PANEL (not as
shown with brick)

Downtown Façade Grant Scoring

Project Address: _____ **Total Score:** _____

For each category, please use the following criteria to award points, giving higher scores to projects that meet more of the criteria.

VISUAL IMPACT _____ **Score:** **Points (30 maximum)**

- Improvements apply to more than one story on one façade
- Improvements apply to more than one 25-foot wide bay on one façade
- Improvements will create more visual significance because:
 - key, highly visual elements of the building are being improved
 - the building is prominently visible due to its location (e.g., it serves as a focal point from a street, is at a prominent intersection, or is larger than other buildings around it)

FINANCIAL IMPACT _____ **Score:** **Points (30 maximum)**

- Matching funds exceed the minimum dollar-for-dollar match
- The project includes improvements being made to:
 - ensure public safety
 - establish or preserve the building's structural integrity
 - resist water and moisture penetration
 - correct other serious safety issues
- The façade project is part of a larger project that improves other exterior or interior parts of the building
- The project helps to make use of space that has been unoccupied or used only for storage

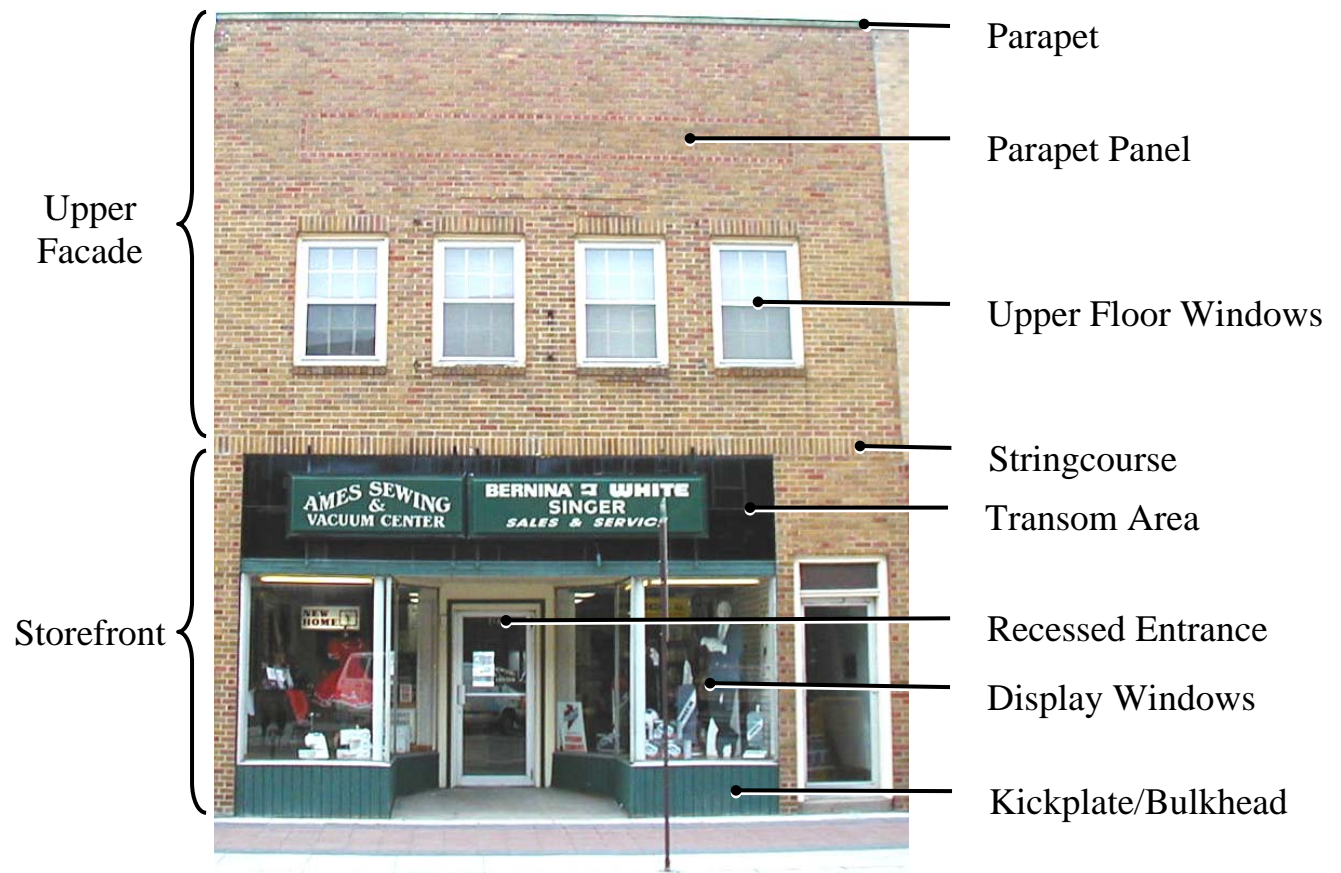
EXTENT OF IMPROVEMENTS _____ **Score:** **Points (20 maximum)**

Base the number points granted in this category on the number of elements from the Downtown Design Guidelines being improved (see graphic on back of this sheet). More improved elements deserve more points.

HISTORIC DESIGN _____ **Score:** **Points (20 maximum)**

- Project includes historically appropriate materials and restoration techniques
- Project goes beyond basic rehabilitation and re-establishes a more historically accurate appearance than other projects

Elements of an Historic Façade in Downtown Ames



COUNCIL ACTION FORM

SUBJECT: **FUNDING REQUEST FOR RETAIL MARKET ANALYSIS**

BACKGROUND:

In January 2012, the City Council reaffirmed its goal to “Promote Economic Development” by developing Ames as a regional center and by supporting private sector growth to improve quality of life, increase number of jobs and develop a stronger tax base. At this same time the Ames Economic Development Commission (AEDC) Board of Directors revised their five-year Strategic Plan to create a new objective to increase retail business sales by first determining the needs of the Ames area and the best possible targets for recruitment. As a result of these policy actions, the City Manager and Executive Director of the Ames Economic Development Commission began discussions about possible partnerships to accomplish these mutual goals. It was agreed that the first step should be to complete a market study.

The AEDC has researched companies who can provide market level data and analyses regarding the residents and workers within Ames. More specifically, this analysis will help us understand the retail trade area, the residential and workforce consumer populations within the trade area, and the specific retailers who match the profiles of our trade area’s consumer populations. This information will provide the tools to stop the retail leakage that Ames has been experiencing by 1) giving information to existing businesses that will help them optimize their existing market potential and 2) assisting in the recruitment of new businesses that are needed to fill the retail gap.

Buxton appears to offer more than other companies who rely mostly on census demographic information when performing market analyses. Since Buxton holds the largest repository of household level information in the United States, they are able to analyze hundreds of variables/values across the following categories, providing a more in-depth understanding of the makeup of different segments of our population base and the households in and around Ames:

- Demographics
- Psychographics (segmentation)
- Lifestyles
- Attitudes
- Behaviors
- Financial Characteristics

Buxton maintains and constantly improves its data warehouse of lifestyle, income, behavior, and attitudinal data on over 112 million individual households with differentiation of up to seven individuals within each household across the US. Buxton's data warehouse is a unique combination of over 250 data sources blended together and serving as the framework for analysis that senior leadership across multiple industries depend upon in their decision making process. Information is gathered from the following sources:

- Segmentation
- Credit Cards
- Reward Cards
- Subscriptions
- Mail Order
- Warranty Cards
- Motor Vehicle Information

Buxton is offering the following scope of services:

- The Model will provide Ames with the ability to benchmark our trade area at any given location within the City against nearly 2,000 unique retail, restaurant and entertainment establishments to understand which retail businesses are the best match with the community's consumer profile.
- The model's output includes access to marketing and recruitment materials (in electronic format) for the matching businesses of the analyzed trade area. These materials illustrate the opportunity that exists and the methodology used to reveal that opportunity. These materials are designed to take to real estate executives within the retailer's organization as well as to the development community.

To build the Retail Matching Model and to deploy the Model, plus a 12-month SCOUT subscription is \$35,000. The AEDC has offered to pay \$17,500, or half of the total amount, and is asking that the City Council authorize the City of Ames to pay the remaining half, or \$17,500.

ALTERNATIVES:

1. The City Council can approve the request from the AEDC to share equally in the cost of hiring Buxton to build the Retail Matching Model, deploy the Model, and provide 12-month access to the data through SCOUT. This alternative will obligate the City to pay \$17,500 for this analysis. Funding for this project could come from the 2011-12 Contingency Account.
2. The City Council can approve the request from the AEDC to contribute to the cost of hiring Buxton to build the Retail Matching Model, deploy the Model, and provide 12-month access to the data through SCOUT, but at an amount less than \$17,500.

3. The City Council can deny the request from the AEDC to share the cost, at any amount, to hire Buxton to build the Retail Matching Model, deploy the Model, and provide 12-month access to the data through SCOUT.

MANAGER'S RECOMMENDED ACTION:

The City of Ames has historically contracted with the AEDC to take the lead in business recruitment efforts. However, because of their previous mission statement, the AEDC did not focus attention on retail business expansion. The omission had created a void in this important function.

In order to prevent further retail leakage, the City Council and AEDC Board of Directors have established similar goals to accomplish retail expansion in our community. The initial logical step is to perform a market analysis that will provide information to encourage existing retailers to expand in our community and entice new retailers to locate in Ames. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 and thereby funding half of the cost, \$17,500, to hire Buxton to build the Retail Matching Model, deploy the Model, and provide 12-month access to the data through SCOUT. The funding for this project could come from the 2011-12 Contingency Account.

If the request is approved, the contract for services with Buxton will be executed with the AEDC. Therefore, the City will provide our agreed upon share of the project to the AEDC.



Ames Chamber of Commerce

Scope of Services

Understanding of Need

Buxton Services Overview

Scope of Services

Terms

Professional Services Agreement

Buxton Community Analytics Sole Source Statement



Understanding of Need

This scope of services has been prepared for the Ames Chamber of Commerce following a discussion regarding the community's need for market level data and analyses on the residents and workers within Ames. We are proposing SCOUT, Buxton's online data, mapping and marketing portal with an optional retail matching model as a desktop solution. SCOUT is not a software solution and as such offers the user scalability and flexibility. SCOUT can be accessed 24/7 via the web and requires no IT or personnel to deploy. In addition, data can be pulled from SCOUT in many formats (Excel, PDF, RTF, Word) and exported into other GIS applications for additional analysis. If the Ames Chamber has business questions requiring additional analysis beyond this scope, all associated deliverables would be uploaded into SCOUT.

Buxton Services Overview

Since 1994 Buxton has been assisting business leaders make informed decisions based on Best of Class Analytics. In 2002 these lessons learned from working with the most prestigious private sector firms in America were adopted to meet the growing needs of municipal leaders to have access to this same level of intelligence. Since, Buxton has worked with more than 500 municipalities in 42 states to assist them in understanding the changing needs and demands of their residents. Buxton is primarily known for the assistance provided to communities seeking to enhance their retail shopping environments, but has also assisted communities in the areas of library optimization, parks & recreation planning, new mover impacts, BRAC analysis, emergency services planning, and other key areas where access to household level data provides significant insights to the changing populations of the municipality.

At its core Buxton holds the largest repository of household level information in the United States. Access to this level of detail allows our clients (public and private) to make informed business decisions in areas that affect their customers, residents, patients, or users. Buxton maintains more than 250 individual databases and has built the methodologies and processes to mine the most comprehensive set of household level data available. Buxton's municipal clients have utilized this powerful information to develop retail strategies that have resulted in the recruitment of more than 35 million square feet of retail space, resulting in more than \$5 billion in annual sales taking place in markets where it was not occurring prior to the engagement of Buxton.

Scope of Services

<p>Increased access to market intelligence that supports efforts for business retention and recruitment within Ames.</p>	<p>SCOUT's base functionality will allow the Ames Chamber to generate on the fly reports at any geography on:</p> <ul style="list-style-type: none"> • Demographics, • Psychographic Profiles, • Retail Supply and Demand estimates, • Consumer Propensity Reporting - a merchandising report which reveals your consumers affinity for nearly 5,000 product and service types • Custom Variable Reporting – most comprehensive set of geographic market variables commercially available, allowing Ames to access and manipulate: <ul style="list-style-type: none"> ○ Additional demographic indicators including five year projections and historical census tabulations for 1980, 1990, and 2000) ○ Business data (employees, land use, industrial divisions, occupation, establishments) ○ Current year and five year estimates on consumer expenditure, details and summarization, for average consumer expenditures and total expenditures by product. ○ Retail potential and consumer expenditure estimates by store type, calculated overall and per household ○ Current year estimates on crime by ten categories ○ Demographic Dimensions summarizing populations by sixteen socio-economic and ethnic clusters ○ Environmental Risk Index summarizing frequency and severity across five categories of natural disasters ○ Financial estimates on assets, debt, debt type, and net worth ○ Geographic identifiers such as calculation of area in square miles for each geography selected for analysis ○ Current year and five year estimates for healthcare demand across Diagnostic Related Group cases/charges, Major Diagnostic Codes, and physician office visits by type ○ Foreclosure estimates ○ Mosaic segmentation distributions by households and population across adult population, workforce, households, Mosaic Groups, by population, dominant cluster analysis ○ Current year and five year estimates on occupation/employment estimates
--------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<u>Need</u>	<u>Buxton Solution</u>
<p>The ability to analyze any given point within the city to understand:</p> <ul style="list-style-type: none"> • Retail trade area, • Residential and workforce consumer populations within the trade area, • The specific retailers that match the profiles of the trade area's consumer populations <p>Additionally, there is a need for the ability to generate marketing materials reflecting the retail opportunities for the purposes of recruitment and development.</p>	<p>Buxton will build a Retail Matching Model for Ames which will be deployed within SCOUT (Buxton's web-based, client specific analytic portal). This model will analyze the locations of nearly 2,000 unique retail, restaurant and entertainment concepts (not category).</p> <p>This Retail Matching Model will provide Ames with the ability to benchmark the trade area of any given point within the city against these profiles to understand which concepts are the best match. This matching is done at the concept level rather than the category level.</p> <p>The model's output includes access to marketing and recruitment materials (in electronic format) for the matching concepts of the analyzed trade area. These materials illustrate the opportunity that exists and the methodology used to reveal that opportunity. These materials are designed to take to real estate executives within the retailer's organization, as well as to the development community.</p>



Terms

Timing

SCOUT - Within 5 business days of the execution of this agreement Buxton will establish SCOUT access for one power user (see fees for pricing schedule for additional power users).

Retail Matching Model – Within 30 business days of the execution of this agreement Buxton will build and deploy the Retail Matching Model within SCOUT.

Fees

The fees associated with this total scope of services are scheduled as follows:

- Retail Matching Model Build and Deployment plus 12 month SCOUT subscription -- \$35,000
- SCOUT Subscription Only -- \$15,000 annually (fee covers annual access for 1 SCOUT user. Each additional SCOUT user incurs a monthly fee of \$250

Optional Services (months 13+)

- SCOUT only \$1,250 per month
- SCOUT with Refreshed Retail Matching Model - \$1,750 per month
- Fees cover annual access for 1 SCOUT user. Each additional SCOUT user incurs a monthly fee of \$250

Please note that this scope of services and associated fees will be honored through January 15, 2012.



Professional Services Agreement

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), dated as of December 6, 2011 (the "Effective Date"), is by and between the Buxton Company ("Buxton"), a Texas corporation with its principal offices at 2651 South Polaris Drive, Fort Worth, TX 76137, and the Ames Chamber of Commerce ("Client").

RECITALS

- A. Buxton is in the business of providing value added customer and site selection solutions, market research, consulting and other related professional services.
- B. Buxton has submitted to Client and Client has accepted the Proposal, dated December 6, 2011.
- C. Client desires to engage Buxton to perform the services described in the Proposal.

In consideration of the foregoing and of the covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Services Provided. In accordance with the terms and conditions set forth in this Agreement and the Proposal (and any amendments thereto), Client hereby engages Buxton, and Buxton hereby accepts such engagement. Buxton agrees to perform its services in a professional, timely and competent manner. If there is a conflict between the terms and conditions of this Agreement and any Proposal, the provisions of this Agreement will govern and control.

2. Compensation. Client shall pay Buxton the fees and reimbursements as defined in the Proposal. If Buxton performs at Client's request, any services not specified in the Proposal, Client shall be charged at the rates specified by Buxton and agreed to by Client at such time for such services performed. Unless specified otherwise in the Proposal, Buxton will submit an invoice to Client setting forth the services rendered upon completion of Client requested services. All invoices are deemed overdue thirty (30) days after the invoice date. Invoices not timely paid will incur a service charge of one percent (1%) per month, on the outstanding balance or the maximum legal rate allowed by law, whichever is less.

3. Term of Agreement.

Term. The initial Contract Period will start on the Effective Date of this Agreement and thereafter continue for a period of one (1) year (the "Basic Term"). This Agreement shall thereafter automatically renew for subsequent one (1) year terms, unless



either party provides the other party with written notice of termination at least three (3) months prior to expiration of the Basic Term or any subsequent renewal terms. Sections 7, 8, 13 and 14 hereof shall survive the expiration or termination of this Agreement.

b. Termination.

i. Either party may terminate this Agreement if the other party breaches any of the material terms of this Agreement, and the breaching party fails to cure such breach within 30 days after receipt of written notice thereof from the non-breaching party.

ii. Either party may cancel this Agreement immediately, without liability, upon the happening of any of the following or any other similar event: (1) insolvency of the other party; (2) filing of any petition by or against the other party under any bankruptcy, reorganization or receivership law; (3) execution of an assignment for the benefit of creditors; or (4) appointment of any trustee or receiver of the other party's business or assets or any part thereof; unless such petition, assignment or appointment is withdrawn or nullified within 15 days of such event.

iii. Client may, at its option, terminate this Agreement immediately upon or any time after any breach by Buxton of Section 7 or Section 8d hereof.

iv. Upon termination or expiration of this Agreement, (1) Buxton shall provide its services for up to an additional 90 days at the prevailing price agreements unless otherwise negotiated; (2) Buxton shall return all of Client's property within 10 days of Client's demand for return of the same; and (3) Client shall pay all Undisputed Amounts due to Buxton within ten (10) days after the final Invoice has been received from Buxton.

4. Approval. Buxton's services will be subject to the approval of Client as specified in the Proposal.

5. Ownership.

a. Buxton will provide its services in accordance with the terms of this Agreement, including the Proposal, and Buxton will have sufficient rights in and to the external data used for analysis to permit Buxton to fulfill its obligations under this Agreement. All Client customer, store and prospect data and the deliverables and outputs developed for the Client by Buxton are the sole and exclusive property of the Client. All formulae, processes, systems, machines, compositions of matter (or improvements thereof), computer programs, know-how, discoveries,



techniques, drawings, specifications, reports, software and other patentable inventions used to provide the Services are the sole and exclusive property of Buxton.

6. Independent Contractor. Buxton is an independent contractor in the performance of its duties under this Agreement. Accordingly, Buxton shall be responsible for payment of all taxes arising out of Buxton's activities in accordance with this Agreement, including but not limited to federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between the parties, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

7. Confidential Information. The terms of the Mutual Non-Disclosure Agreement, by and between Buxton and the Client dated as of December 6, 2011 (the "NDA Agreement") are incorporated herein by reference and are in addition to any other confidentiality terms provided herein. This Section 7 shall govern and control over any conflicting provisions in any Proposal.

8. Representations and Warranties of Buxton. Buxton hereby represents and warrants to Client as follows:

a. No Conflict with Other Documents. Neither the execution, delivery, nor performance of this Agreement will result in any violation, termination or modification of, or be in conflict with, Buxton's Articles of Incorporation or by-laws, any terms of any contract or other instrument to which Buxton is a party or by which Buxton is bound, or any license, permit, judgment, decree or order applicable to Buxton.

b. Authority. The execution, delivery and performance of this Agreement by Buxton has been duly authorized by all requisite corporate approvals, and this Agreement is a valid and legally binding obligation of Buxton, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally, and except as specific enforcement and other equitable remedies may be subject to the discretion of a court.

c. Standard of Performance. Buxton will perform its services in a timely, competent and professional manner consistent with the customs and practices of its industry. Buxton shall not be in breach of this Agreement and shall have no liability to Client hereunder to the extent that Buxton's failure to perform under this Agreement arises from, or is attributable to, information provided to Buxton by Client that is delayed, incorrect or incomplete. Client acknowledges that third party applications are involved in the services that Buxton is to provide pursuant to this Agreement. Client acknowledges that Buxton cannot customize, design, modify or otherwise alter third party applications.

d. Data Security/Confidentiality. With respect to any and all information disclosed by Client to Buxton including, but not limited to, any of Client's customer data or information (collectively, "Client Information"), Buxton shall: (i) assure and



guarantee strict confidentiality and security of all Client Information, (ii) not use or disclose any Client Information for any purpose other than the purpose for which Buxton received such Client Information under this Agreement or any Proposal and (iii) disclose Client Information only to Buxton's employees whose duties reasonably require access to such Client Information and who have signed a confidentiality agreement with respect to the same. Buxton shall not share any Client Information with any third party without Client's prior written consent to be determined in Client's sole and absolute discretion. Buxton shall not include any Client Information in any modeling or other compilation of data for Buxton's internal purposes or for Buxton's use with any other clients. Buxton also represents and warrants that it currently follows industry best practices as a means to prevent any compromise of its information systems, computer networks, or data files ("Systems") by unauthorized users, viruses, or malicious computer programs which could in turn be propagated via computer networks, email, magnetic media or other means to Client. Buxton agrees to immediately give Client written notice if the security of its Systems are breached or compromised in any way. Buxton shall apply appropriate internal information security practices including, but not limited to, using appropriate firewall and anti-virus software, maintaining such countermeasures, operating systems and other applications with up-to-date virus definitions and security patches; installing and operating security mechanisms in the manner in which they were intended; and permitting only authorized users access to computer systems, applications and related links. Buxton specifically agrees to use up-to-date anti-virus tools to remove known viruses from any email message or data transmitted to Client and prevent unauthorized access to any Client Information and systems via Buxton's networks and access codes. This Section 8d shall govern and control over any conflicting provisions in any Proposal.

e. Compliance with Laws. In performing under this Agreement, Buxton shall, and each service delivered under this Agreement shall, comply with applicable federal, state and local laws, statutes, ordinances, rules, regulations and codes.

f. Intellectual Property. Buxton's products and services delivered or performed hereunder do not infringe any United States or foreign patent, trademark, trade secret or copyright, or any other proprietary, intellectual property, industrial property, contract or other right held by any third party. Buxton shall defend at its own expense any suit or action brought against Client based on a claim that Buxton's products or services infringe on any patent or copyright or other intellectual property right, and shall pay all costs and damages awarded there-from. If use of any of Buxton's products and/or services is enjoined, Buxton shall at its option and own expense either produce for Client the right to continue to use such product and/or services, or replace it with a substantially equivalent non-infringing product and/or service, or modify such product and/or service so it becomes non-infringing.



g. Software Integrity. Buxton has tested any software that will be used by Client with diligent care with the latest tools for viruses, worms, trap doors, back doors, timers, clocks, counters or other limiting routines, instructions or designs that would erase data or programming, otherwise cause anything in which such software is embedded to become inoperable or incapable of being used in the full manner for which it was designed and created or cause any of Client's confidential information (including any of Client's customer data) to be transmitted to a third party ("Disabling Code"). Buxton also warrants that, as a result of these tests, there is no Disabling Code in any such software or any media with such software.

h. Additional Warranties. The warranties set forth in this Agreement are in addition to any other warranties made by Buxton including warranties of merchantability and fitness for a particular purpose.

9. Representations and Warranties of Client. Client hereby represents and warrants to Buxton as follows:

a. Authority. The execution, delivery and performance of this Agreement by Client has been duly authorized by all requisite corporate approvals, and this Agreement is a valid and legally binding obligation of Client, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally, and except as specific enforcement and other equitable remedies may be subject to the discretion of a court.

10. Limitation of Liability. Except as to Buxton's obligations provided herein under any data security provisions, confidentiality provisions, intellectual property infringement provisions or indemnification provisions, Client hereby expressly agrees that Buxton's liability in connection with the performance of services hereunder and under any Proposal, as Client may elect, shall be Buxton's re-performance of such services or Buxton's refunding of any fees Client has paid for such services and certain other costs mutually agreed to by Buxton and Client resulting from Buxton not performing its services in accordance with this Agreement and/or the applicable Proposal. EXCLUDING ANY THIRD-PARTY CLAIMS ARISING UNDER ANY INDEMNIFICATION HEREUNDER, IN NO EVENT IS EITHER PARTY LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATIONS, LOST BUSINESS OR LOST PROFITS) WHETHER FORSEEABLE OR NOT AND HOWEVER CAUSED.



11. Counterparts. This Agreement may be separately executed in several counterparts, all of which together shall constitute one Agreement, notwithstanding that all signatories have not signed the same counterpart.

12. Governing Law. The parties agree that this Agreement shall be deemed to be a contract made under the laws of the State of Texas without regard to its choice of law rules. Any dispute arising herein shall be brought forth in a court of competent jurisdiction in the State of Texas.

13. Limited Indemnification

a. Buxton agrees that it shall indemnify and hold harmless Client, its subsidiaries, officers, directors, employees and agents and their respective successors and assigns from and against any and all liabilities, claims, demands, damages, expenses (including reasonable attorneys' fees and expenses), fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising out of or related to the performance by Buxton of services under this Agreement (collectively, "Buxton Losses").

b. Buxton agrees that it shall, upon the request of Client, assume the defense of any judicial action that may arise in connection with Buxton Losses and shall utilize in such defense counsel that is acceptable to Client, acting in its reasonable discretion.

c. Client agrees that it shall indemnify and hold harmless Buxton, its subsidiaries, officers, directors, employees and agents and their respective successors and assigns from and against any and all liabilities, claims, demands, damages, expenses (including reasonable attorneys' fees and expenses), fines, penalties, suits, proceedings, actions and causes of action of any kind and nature arising out of or related to the performance by Client of services under this Agreement (collectively, "Client Losses").

d. Client agrees that it shall, upon the request of Buxton, assume the defense of any judicial action that may arise in connection with Client Losses and shall utilize in such defense counsel that is acceptable to Buxton, acting in its reasonable discretion.

e. Buxton and Client agree that all provisions of this paragraph 13 shall survive the termination of this Agreement.

14. Employment of Buxton/Client Employees.



a. For the term of this Agreement, each party agrees not to recruit and or employ any employee of the other party.

b. The provisions of this Section 14 shall survive the expiration or other termination of this Agreement.

15. Notices. All notices, claims, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by facsimile transmission, or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

If to Client:

Name _____
Title _____
Company _____
Address _____
City, State, Zip _____
Telephone: _____
Fax: _____
Email: _____

If to Buxton:

Name: David Glover
Title: Chief Financial Officer
Address: 2651 South Polaris Drive
City, State, Zip: Fort Worth, Texas 76137
Telephone: 817.332.3681
Fax: 817.332.3686
Email: dglover@buxtonco.com

or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above, provided that notice of a change of address shall be deemed given only upon receipt.

16. Entire Agreement. This Agreement (including Appendices and the Mutual Non-Disclosure Agreement dated December 6, 2011) represents the entire agreement between the parties and are made a part of this Agreement and incorporated by reference herein. This



Agreement is not subject to change or modification except by written agreement signed by both parties. This Agreement supersedes all prior agreements or assertions, whether oral or written, and this Agreement supersedes all other communications between the parties.

17. Force Majeure. Neither Buxton nor Client shall be in default hereunder by reason of its delay in the performance or failure to perform any of its obligations hereunder if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules or regulations, delays in transit or delivery, or any factor beyond its control or without its fault or negligence. Notwithstanding anything to the contrary set forth in this Agreement, if either party's delay in performance or failure to perform persists for at least 10 consecutive days, the non-delaying party shall have the right, in its discretion, to terminate without liability its obligations under this Agreement upon written notice to the affected party.

18. Assignment. Assignment by Buxton of any right, obligation, duty or of any other interest hereunder, in whole or in part, shall require prior written consent of Client, which consent shall be granted if such assignment is in connection with the sale of all or substantially all of the assets of Buxton to a successor that agrees in writing to be bound by all of the terms and provisions of this Agreement and if Client in its good faith discretion is satisfied that such successor has the capability to perform Buxton's obligations under this Agreement. All rights, obligations, duties and interests of any party under this Agreement shall inure to the benefit of and be binding on all successors in interest and assigns of such party and shall survive any acquisition, merger, reorganization or other business combination to which it is a party.

19. No Implied Waivers. Failure by either party at any time to require performance by the other party of any provision hereof shall in no way affect the right to require full performance any time hereafter, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

20. Requisite Authority. The individuals executing this Agreement on behalf of Buxton and Client, respectively, have all the requisite authority to execute it in the capacities listed herein and have been duly authorized by Buxton and Client, respectively, to execute this Agreement.

21. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not limit, modify or affect in any way the meaning or interpretation of this Agreement.



22. Neither Party to be Considered Drafter of this Agreement. Neither Buxton nor Client shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

23. Severability. To the extent any provision contained herein is construed to be illegal, invalid, or unenforceable, such provision shall be deemed stricken and deleted from this Agreement to the same extent as if never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision which is illegal, invalid or unenforceable, in part, shall continue in full force and effect. Notwithstanding the prior sentence, if the deletion of any provision under this section causes a material modification of this Agreement, Buxton and Client agree to terminate this Agreement and negotiate a new agreement to govern their relationship.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Buxton

Ames Chamber of Commerce

Signature

Signature

David Glover

Printed Name

Printed Name

CFO

Title

Title

December 6, 2011

Date

Date





Buxton Community Analytics Sole Source Statement

Since its founding in 1994, Buxton has been a leading force in customer analytics. Buxton began as a service to help retailers make informed location decisions by understanding their customers and precisely determining their markets.

Buxton leaders soon realized that the company's expertise in location and market analysis could also be leveraged to benefit communities desiring retail expansion. Buxton's presence in the public sector was established in 2001 with a simple but powerful mission to provide communities with information and marketing tools to expand their retail base.

Unique Proprietary Analytic Methodologies Developed Across Key Industries

Over time Buxton's unique and proprietary core analytic methodologies have evolved to answer increasingly complex business and operational questions in the retail, restaurant, grocery, healthcare, business to business, and consumer packaged goods industries. Buxton's public sector clients have benefited from this ongoing evolution and take advantage of the same caliber of tools, allocation models, and analytics that have proven invaluable in the private sector as foundations upon which multi-million dollar decisions are made.

Exclusive Access to Best in Class Data through Strategic Partnerships

The effectiveness of Buxton's unique and proprietary analytic methodologies is further extended by Buxton's ability to build and maintain an expansive data warehouse of consumer and business data. In total Buxton blends information from over 250 data sources into this data warehouse. The core of this data warehouse is comprised of a real time point-level household file on over 112 million U.S. households with coverage on up to eight individuals within each household. This household level data set is completely updated every eight weeks and is made exclusively available to Buxton for the purposes of market planning and marketing services through Buxton's partnership with Experian, the worlds leading provider of consumer level data.

Holistic Public Sector Solutions – Providing public sector leadership with insights for timely, sustainable and effective decision making.

Community Analytics offers unique capabilities to client communities in the following areas:

- **Economic Development** – Buxton has in place proven tools for retail recruitment and local business retention and expansion. **Retail Recruitment:** Buxton provides a targeted marketing system specifically designed as a retail development program to complement and expand traditional economic development efforts. To date Buxton has modeled the trade areas of over 5,000 national and regional retail chains as part of the ongoing effort to help its client cities recruit, to date, over 30 million square feet of retail, restaurant, and grocery space. **Business Retention and Expansion:** Buxton simultaneously provides localized consumer analytics on service and brand affinity for over 4,500 retail and service line items. These consumer insights are implemented by the existing local business community to improve their performance and thereby increase their contribution to the local economy.

- **City Services** – Buxton builds models for city managers and department directors that guide operating, marketing, and location decisions for more efficient and effective delivery of service to their citizens. These models are also used to save money by consolidating resources and prioritizing the expansion of services into areas of greatest need.
- **Planning Insights** – Buxton clients are able to employ real-time household level data for the purpose of tracking and understanding the changing dynamics of their cities and the neighborhoods within. These granular insights are serving as a revolutionary tool, allowing senior city management and planners the ability to keep their initiatives relevant and in lock step with the emerging needs of the public they serve.
- **Visitors/Tourism/Convention** – For cities with marketable Visitors/Tourism/Convention assets Buxton’s customer analytics capabilities prove to be a valuable force multiplier to drive more value from those assets. Buxton offers the ability to profile your visitors, target market your core visitor types at the household/business level, understand and know your core visitor geographic draw, align your local businesses to the consumer preferences of your visitors.
- **Healthcare Needs** - Buxton provides forward thinking communities with yearly assessments of their current and future healthcare needs. With these assessments communities are collaborating with healthcare providers to ensure that the needs of their citizens will be met locally. This is keeping cities poised for growth and proactively engaged in the retention of their aging boomer populations.

Based on the unique capabilities detailed above, there are no known competitors that can give a community the level of services, depth of research and technical expertise provided by Buxton.

You are invited to learn more about Buxton’s solutions and experience across all industries at our website, www.buxtonco.com. There you will be able to access case studies and client testimonials that further highlight the unique nature and value of Buxton’s services.





Memo

Office of the Mayor

30

TO: Ames City Council Members
FROM: Ann H. Campbell, Mayor
DATE: March 2, 2012
SUBJECT: City Council Travel Expenses

It has been a long-standing policy that the City would pay for the costs for Council members to attend Iowa League of Cities, National League of Cities (NLC), and Town and Gown Association conferences. We are members of these three nationally recognized organizations whose mission's are to expose elected and appointed officials to problems and solutions uniquely related to the municipal government. As a result of this policy, the staff typically includes in the Council's budget funds for a limited number of members to attend these important gatherings.

In the event that a Council member should desire to attend a conference other than for the three organizations names above, we have asked that the request be placed on the Council agenda and the City Council decide whether or not to approve the attendance and cost reimbursement.

I am bringing this issue to your attention since the Ames Chamber of Commerce is planning a trip to Washington D.C. in mid-April to "lobby" our Congressional delegation and has invited the Mayor, Council, and City Manager to accompany their delegation. Normally, we participate in an annual lobbying effort in conjunction with the National League of Cities conference in April. However, after discussing this event with the Executive Director of the Iowa League of Cities, it appears that this would be a good year to skip the NLC lobbying trip since there are no significant pieces of national legislation affecting cities.

In the past, it has been difficult to justify two lobbying trips so close together (one at the NLC conference and one with the Chamber). However, this year offers us a unique opportunity to participate in the Chamber's trip to Washington. If you agree, we will need to know how many of you would like to go to Washington with the Chamber and to pass a motion supporting cost reimbursement for this trip.

In the future, it is my hope that we can combine the NLC and Chamber trip to Washington since there is a lot to be gained from the NLC spring conference in addition to lobbying.

COUNCIL ACTION FORM

SUBJECT: **FUNDING REQUEST FOR LOGO STYLEBOOK**

BACKGROUND:

Staff is moving forward on implementing a new City of Ames logo in partnership with other organizations that promote and market Ames. In moving forward with this effort, it has been recommended the City purchase and utilize an Ames Brand Standards Guide (often called a “stylebook”). Such a Brand Standards Guide will provide direction, conformity, and consistency throughout the City of Ames organization on proper use of the new logo.

By working in partnership with the Ames Conventions and Visitors Bureau and the Ames Chamber of Commerce to adopt the new logo, the City has not been asked to make any financial contribution toward the prior costs associated with developing the logo. At this point, the other entities have absorbed approximately \$30,000 in design fees. While each organization will have a slightly different Brand Standards Guide, the City’s guide will be used as the basis for the others and represents a cost savings for them.

The City has never had a detailed guide providing direction on logo usage. Therefore, the City’s logo has been used differently by various departments and divisions. Providing standards for logo usage will help ensure a uniform, standard, and professional appearance for the City of Ames. This work will be performed by PUSH Branding & Design, the same firm that developed the logo.

ALTERNATIVES:

1. Redirect \$7,500 of the remaining \$7,689 budgeted for the Ames Visioning Project to Push Branding & Design for development of a Brand Standards Guide for our new logo.
2. Deny redirecting cost-savings to purchase a Brand Standards Guide for the City.

MANAGER’S RECOMMENDED ACTION:

Because the City Council has expressed interest in updating the City of Ames logo and collaborating with other organizations working to promote the community, having uniform guidelines on the use of the new logo will help create a unified, cohesive brand. Additionally, this is the City’s first expense in development of the new logo.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby redirecting \$7,500 of the remaining \$7,689 budgeted for the Ames Visioning Project to Push Branding & Design for development of a Brand Standards Guide for our new logo.

Staff Report

RESIDENTIAL SATISFACTION SURVEY INPUT

March 6, 2012

BACKGROUND:

This spring will mark the distribution of the 30th Annual Resident Satisfaction Survey. The questionnaire is distributed in late March/early April and is typically returned throughout the month of May. Iowa State University students receive the survey via email, while other residents receive it through U.S. Mail. Data is collected, inputted, and analyzed over the summer, and the final report is ready by early fall just prior to the City Council's budget guideline session with staff.

For years, the City has worked with consultants from Iowa State University to generate data regarding our citizens' perceptions on how effective we are in delivering City services as well as their opinions regarding an occasional policy-related question. **Last year's survey included Ames Visioning Project questions. Other surveys have asked about resident support of an outdoor aquatics center, requested a ranking of entry ways into the community, and support for fare-free bus service.**

As we have done in the past, we are seeking input from the City Council about possible policy related questions for the 2012 Resident Satisfaction Survey. **While we have received some individual feedback from Council members, we want to make sure that the majority of the Council concurs with a specific topic before we include it in the survey.**

NEXT STEPS:

Should any topics be agreed to by the Council, the staff will work with our ISU consultants to craft the appropriate survey language for inclusion in the Resident Survey. However, it should be emphasized that there is no requirement for the City Council to include any policy related questions on the survey.