

AGENDA
MEETING OF THE AMES AREA METROPOLITAN
PLANNING ORGANIZATION POLICY COMMITTEE
AND REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
MARCH 27, 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.**

AMES AREA METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION POLICY COMMITTEE MEETING

CALL TO ORDER: 7:00 p.m.

1. Motion approving Draft FY 2013 Transportation Planning Work Program (TPWP) and setting May 22, 2012, as date of public hearing
2. Motion approving Final FY 2013 Passenger Transportation Plan Update for submission to Iowa Department of Transportation and Federal Transit Administration
3. Motion approving appointment of John Joiner to SUDAS Board of Directors
4. Motion approving AAMPO annual self-certification
5. Motion setting date of public hearing for May 22, 2012, for amendment to the 2035 Long-Range Transportation Plan

COMMENTS:

ADJOURNMENT:

REGULAR CITY COUNCIL MEETING*

*The Regular City Council Meeting will immediately follow the meeting of the Ames Area Metropolitan Planning Organization Transportation Policy Committee.

PROCLAMATION:

1. Proclamation for Good Neighbor Emergency Assistance Month, April 2012

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

2. Motion approving payment of claims
3. Motion approving Minutes of Regular Meeting of March 6, 2012
4. Motion approving Report of Contract Change Orders for March 1-15, 2012
5. Motion approving renewal of the following beer permits, wine permits, and liquor licenses:
 - a. Class C Liquor – Ge'Angelo's, 823 Wheeler Street, #9
 - b. Class E Liquor, C Beer, and B Wine – Wal-Mart Store #749, 3015 Grand Avenue

6. Motion approving submission of application for participation in Governor's Traffic Safety Bureau 410 Grant Program
7. Motion approving request from Story County Prevention Policy Board for use of City Hall as drug drop-off site on April 28, 2012
8. Resolution approving Shift Differential for Police supervisors
9. Resolution approving endorsement of Iowa Economic Development Authority Application for Financial Assistance for Iowa Choice Harvest, LLC
10. Resolution approving 2012/13 Funding Contract for Ames International Partner Cities Program
11. Resolution approving proposed 2012/13 Annual Action Plan projects' amended budget for CDBG Program
12. Resolution authorizing placing the Single-Family Conversion Pilot Program (in connection with the 2011/12 CDBG Program) on hold, maintaining and rolling over \$25,000 budget, and directing staff to solicit proposals in Fall 2012
13. Resolution approving amendment to Human Services Contract with ChildServe
14. Resolution approving revisions to Records Retention Schedule
15. Resolution approving Engineering Services Agreement for 2011/12 Downtown Pavement Improvements to Civil Design Advantage of Grimes, Iowa, in an amount not to exceed \$78,200
16. Resolution approving airport hangar lease renewals:
 - a. Resolution approving ten-year lease with Ames Hangar Club
 - b. Resolution approving ten-year lease with Brian Aukes
 - c. Resolution approving five-year lease with Craig Sommerfeld
 - d. Resolution approving five-year lease with Ames Viking Aviation
 - e. Resolution approving five-year lease with Kenneth Augustine
17. Resolution approving preliminary plans and specifications for Vet Med Substation Capacitor Bank Foundation Installation; setting April 25, 2012, as bid due date and May 8, 2012, as date of public hearing
18. Resolution approving preliminary plans and specifications for South 4th Street Water Main Repair; setting April 18, 2012, as bid due date and April 24, 2012, as date of public hearing
19. Resolution approving preliminary plans and specifications for 2011/12 Asphalt Pavement Improvements (Barr Drive, Indian Grass Court); setting April 18, 2012, as bid due date and April 24, 2012, as date of public hearing
20. WPC Facility Replacement Pumps Project:
 - a. Resolution authorizing \$78,000 for the project from available Sewer Fund balance
 - b. Resolution awarding contract to Fairbanks Morse of Kansas City, Kansas, for four Raw Water Vertical Turbine Solids-Handling Pumps in the amount of \$472,880
21. Fleet Replacement Program:
 - a. Resolution awarding contract to O'Halloran International for a 2013 International WorkStar chassis for Electric Services in the amount of \$72,426.00
 - b. Resolution awarding contract to Altec Industries for a utility body and aerial platform with accessories for Electric Services in the amount of \$108,910.00
22. Resolution approving Change Order No. 25 to Weitz Company for the Ames Intermodal Facility
23. Resolution approving contract and bond for Main Street Alley (Kellogg Avenue to Douglas Avenue)
24. Resolution approving contract and bond for Resource Recovery Plant Truck Scale Upgrade
25. Resolution approving contract extension to Waste Management of Ames for FY 2012/13 for Hauling and Related Services for Resource Recovery Plant
26. Resolution approving contract extension to Waste Management of Ames for FY 2012/13 for Hauling Ferrous Metals for Resource Recovery Plant

27. 2010/11 Collector Street Pavement (Storm Street) Improvements:
 - a. Resolution approving Change Order #4 in a credit amount of \$17,482.34
 - b. Resolution accepting completion

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.**

PERMITS, PETITIONS, AND COMMUNICATIONS:

28. Motion approving new 12-month Class C Liquor License for Sips/Paddy's Irish Pub, 124 Welch Avenue
29. Motion approving new 12-month Class E Liquor Licenses for Kum & Go:
 - a. Kum & Go #113, 2801 East 13th Street
 - b. Kum & Go #227, 2018 Isaac Newton Drive
30. Motion approving 5-Day Class C Liquor License for Olde Main Brewing Company at the ISU Alumni Center, 420 Beach Avenue
31. Resolution approving 2012/13 Art Around the Corner sculptures
32. Requests from Main Street Cultural District (MSCD) for summer events:
 - a. Main Street Farmers' Market, Saturdays from May 5 to October 27:
 - i. Resolution approving closure of street and parking spaces in 400 block of Main Street from 6:00 a.m. to 1:00 p.m.
 - ii. Motion approving blanket Temporary Obstruction Permit and blanket Vending Permit for entire Central Business District from 8:00 a.m. to 6:00 p.m.
 - iii. Resolution approving waiver of fee for blanket Vending Permit
 - b. Tune in to Main Street, Thursdays from May 24 - July 26:
 - i. Resolution approving usage of and waiver of fee for electricity in and near Tom Evans Plaza
 - ii. Motion approving blanket Temporary Obstruction Permit and blanket Vending Permit for CBD sidewalks from 8:00 a.m. to 8:00 p.m.
 - iii. Resolution approving waiver of fee for blanket Vending Permit
 - iv. Resolution approving closure of 24 parking spaces in CBD Lot X
 - c. Art Walk on Friday, June 1:
 - i. Resolution approving waiver of parking meter fees and enforcement for MSCD from 3:00 p.m. to 6:00 p.m.
 - ii. Motion approving blanket Temporary Obstruction Permit for MSCD sidewalks from 3:00 p.m. to 8:00 p.m.
 - iii. Motion approving blanket Vending Permit for MSCD from 8:00 a.m. to 8:00 p.m.
 - iv. Resolution approving waiver of fee for Blanket Vending Permit
 - v. Resolution closing six parking spaces near intersection of Main Street and Kellogg Avenue for food vendors
 - d. 4th of July Parade and Festival on Wednesday, July 4:
 - i. Resolution approving closure of Clark Avenue between 5th Street and 6th Street from 6:00 p.m. on Tuesday, July 3, until conclusion of parade on July 4 for City Council Community Pancake Breakfast
 - ii. Resolution approving closure of portions of Main Street, Northwestern Avenue, Fifth Street, Douglas Avenue, Burnett Avenue, Kellogg Avenue, Clark Avenue, Allan Drive, and Pearle Avenue from 6:00 a.m. to approximately 3:00 p.m. for parade

- iii. Resolution approving waiver of parking meter enforcement for the entire Central Business District on July 4
- iv. Resolution approving closure of Parking Lot MM, Parking Lot N, Parking Lot Q, and south half of Parking Lot M from 6:00 a.m. to 3:00 p.m.
- v. Motion approving blanket Temporary Obstruction Permit and blanket Vending Permit for MSCD from 8:00 a.m. to 6:00 p.m.
- vi. Resolution approving waiver of utility fees for use of outlets and water in Tom Evans Plaza and waiver of Vending Permit fee
- e. July Sidewalk Sales, July 26 - 28:
 - i. Resolution approving suspension of parking regulations in CBD from 8:00 a.m. to 6:00 p.m., July 26 - 28
 - ii. Motion approving blanket Temporary Obstruction Permit and blanket Vending Permit
 - iii. Resolution approving waiver of fee for Blanket Vending License

PARKS & RECREATION:

- 33. Iowa State University request to lease City land and locate golf maintenance facility on the southwest portion of Moore Memorial Park:
 - a. Resolution approving the provisions to be reflected in the 50-year Lease Agreement with Iowa State University (ISU)
 - b. Motion directing staff to work with members of Trees Forever to redevelop at ISU's expense, the 911 Memorial Planting
 - c. Motion directing staff to request ISU officials to allow the Parks and Recreation Commission the opportunity to review the building contextually and aesthetically
 - d. Resolution setting date of public hearing for April 10, 2012, for approval of lease

FIRE:

- 34. Resolution approving Rental Registration Fees for 2011/12
- 35. Weeds and Grass Height Complaints:
 - a. Motion directing staff to prepare ordinance for weed enforcement

PLANNING & HOUSING:

- 36. SE 16th Street Tax Abatement Project:
 - a. Resolution approving qualifying criteria

ELECTRIC:

- 37. Resolution approving preliminary plans and specifications for MEC Interconnection 161kV Line Construction; setting May 9, 2012, as bid due date and May 22, 2012, as award of contract

PUBLIC WORKS:

- 38. Resolution approving Engineering Services Agreement for Sanitary Sewer System Evaluation with Veenstra & Kimm, Inc., of West Des Moines, Iowa, in an amount not to exceed \$2,198,500
- 39. Resolution approving one-year extension of FBO Lease with Hap's Air Service

ADMINISTRATION:

- 40. Direction to staff regarding annexation agreement incentives for E. Lincoln Way to 590th Street
- 41. Intermodal Facility:
 - a. Resolution approving proposed budget

HEARINGS:

42. Hearing on Underground Trenching for Electric Services:
 - a. Motion accepting report of bids and delaying award of contract
43. Hearing on Ames Municipal Cemetery Grounds Fencing Project:
 - a. Resolution approving final plans and specifications and awarding contract to Taylor Fencing of Clio, Iowa, in the amount of \$42,935
44. Hearing on 2010/11 Asphalt Resurfacing/Seal Coat Removal/Asphalt Reconstruction Program:
 - a. Resolution approving final plans and specifications and awarding contract to Manatt's of Ames, Iowa, in the amount of \$306,883
45. Hearing on 2011/12 and 2012/13 Neighborhood Curb Replacement Program:
 - a. Resolution approving final plans and specifications and awarding contract to TK Concrete of Pella, Iowa, in the amount of \$80,975
46. Hearing on 2012/13 Water System Improvements, Water Service Transfer, Contract No. 1 (Lincoln Way from North Riverside Drive to North Hazel Avenue):
 - a. Resolution approving final plans and specifications and awarding contract to MPS Engineers of Des Moines, Iowa, in the amount of \$74,945.60
47. Hearing on 2012/13 Water System Improvements, Water Main Replacement (East Lincoln Way from Center Avenue to 729 East Lincoln Way):
 - a. Resolution approving final plans and specifications and awarding contract to Ames Trenching of Ames, Iowa, in the amount of \$154,686
48. Hearing on Resource Recovery Plant Secondary Feed System for Pre-Processed Boiler Fuel:
 - a. Resolution reallocating \$14,034 in savings from the Resource Recovery Improvements Program in the 2011/12 Capital Improvements Plan
 - b. Resolution approving final plans and specifications and awarding contract to A-Lert Construction Services of Fredonia, Kansas, in the amount of \$62,040
 - c. Resolution approving contract and bond
49. Hearing on Ames/ISU Ice Arena Rubber Flooring Replacement:
 - a. Resolution approving final plans and specifications and awarding contract to Rink Systems of Albert Lea, Minnesota, in the amount of \$93,308.60
50. Hearing on 2011/12 Collector Street Pavement Improvements (Ash Avenue, Mortensen Parkway to Knapp Street):
 - a. Resolution approving final plans and specifications and awarding contract to Manatt's of Ames, Iowa, in the amount of \$1,161,811.46
51. Hearing on Zoning Ordinance text amendment related to the definitions of "story" and "basement:"
 - a. a. First passage of ordinance

ORDINANCES:

52. First passage of ordinance changing the term of office commencement date for Library Board of Trustees from July 1 to April 1

COUNCIL COMMENTS:

ADJOURNMENT:

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

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

MARCH 6, 2012

The regular meeting of the Ames City Council was called to order by Mayor Campbell at 7:00 p.m. on March 6, 2012, in the City Council Chambers in City Hall, 515 Clark Avenue. Present from the Ames City Council were Davis, Goodman, Larson, Orazem, Szopinski, and Wacha. *Ex officio* Member Finseth was also present.

Mayor Campbell announced that the City Council would be working from an Amended Agenda. A 5-day Special Class C Liquor License for Olde Main Brewing Company at the ISU Alumni Center had been added under Permits, Petitions, and Communications and collective bargaining strategy would be discussed in Closed Session with the prospect of ratifying a contract with the IUOE (Power Plant). Mayor Campbell also noted that Consent Item No. 8, Rental Housing Inspections Fees, had been pulled by staff.

PROCLAMATION FOR ECO FAIR: Mayor Campbell read a Proclamation to recognize the City's Second Annual ECO Fair, which will occur on March 24, 2012 from 10 AM to 2 PM, in the Community Center Gymnasium at 515 Clark Avenue. Accepting the Proclamation was Donald Kom, Electric Services Director.

PRESENTATION OF GOVERNMENT FINANCE OFFICERS ASSOCIATION DISTINGUISHED BUDGET PRESENTATION AWARD: The Mayor presented the Award to Finance Director Duane Pitcher and Budget Officer Carol Collings. The City has received this Award for the past 27 years.

CONSENT AGENDA: 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 Regular Meeting of February 28, 2012
3. Motion approving Report of Contract Change Orders for February 16-29, 2012
4. 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
5. RESOLUTION NO. 12-089 approving appointments to City's various boards and commissions
6. RESOLUTION NO. 12-091 approving temporary increases of one Water Plant Operator FTE and one Water Pollution Control Plant Operator FTE
7. RESOLUTION NO. 12-092 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
8. RESOLUTION NO. 12-093 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

9. RESOLUTION NO. 12-094 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
 10. RESOLUTION NO. 12-095 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
 11. RESOLUTION NO. 12-096 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
 12. RESOLUTION NO. 12-097 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)
 13. RESOLUTION NO. 12-098 approving Change Order No. 1 for Power Plant Unit No. 8 Air Heater Basket
- Roll Call Vote: 6-0. Resolutions declared adopted unanimously, signed by the Mayor, and hereby made a portion of these minutes.

PUBLIC FORUM: No one came forward to speak.

HEARING ON AMENDMENTS TO FISCAL YEAR 2011/12 BUDGET: Mayor Campbell opened the public hearing. There being no one wishing to speak, the hearing was closed.

Moved by Goodman, seconded by Davis, to adopt RESOLUTION NO. 12-099 amending the budget for the current Fiscal Year ending June 30, 2012.

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

HEARING ON ADOPTION OF FY 2012/13 BUDGET: The Mayor opened the hearing. No one requested to speak, and the hearing was closed.

Moved by Davis, seconded by Wacha, to adopt RESOLUTION 12-100 approving the FY 2012/13 budget.

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

Noting that the 2012/13 Budget included General Obligation Bond funding for the possible extension of utilities on East Lincoln Way, Council Member Szopinski recalled that the Council had not yet made a decision on whether or not to move that project forward. She asked to know the next steps. City Manager Schainker explained that the approved FY 2012/13 budget had appropriated funds for the issuance of bonds to extend utilities to 590th on Lincoln Way plus along Grant Avenue. Corresponding funds will also be needed out of the Utilities from the Water and Sewer Fund (rate increases) if the Council elects to move forward to pay for those projects. His recommendation will be that the City issue General Obligation Bonds abated with utility fees. The next step normally would be to hire an engineer to start designing the projects. However, in this case, under the Council's goal of "Promote Economic Development" and objective to "Develop Ames as a Regional Center," there was a task that stated that the City Council will decide what questions need to be answered to make a decision on whether to move ahead with these projects. The City Council was to have sent questions to City Manager Schainker. He had received some questions from one Council member and had passed those on to the other Council members and the Mayor. The Council now had to decide if that task had been fulfilled -- if they needed more information or were ready to move ahead and hire the engineer to start designing the project, which would allow it to be bid.

City Manager Schainker asked the Council members to decide whether they wanted to continue to discuss these issues in a workshop setting or at a Regular Council Meeting. He noted that the 2012/13 Budget starts July 1, 2012; an engineer could be hired after that time, so the decision should be made this spring.

Council Member Szopinski said that she had more questions and more questions had been asked of her from members of the community. Ideas had been offered to her regarding other areas of the City that perhaps should be considered, and questions had been asked of her regarding the number of acres of land being considered. Ms. Szopinski explained that she had voted on this issue with the understanding that she was not for it or against it, but was expecting the opportunity to have the questions brought forward and answered. City Manager Schainker said that once he has the list of questions, he will need to determine how much study will be needed before an answer can be provided. He asked if there were other questions about the projects. It was his preference that the questions/responses be discussed at a Council meeting or workshop.

Council Member Goodman reported that he had submitted some questions, but he was not sure if the other Council members also wanted to know the answers to his questions. He believed that the Council members needed to have an opportunity to weigh in on which of those questions matter to them.

Mayor Campbell suggested that the Council members send their questions to Mr. Schainker prior to the next Council meeting on March 27. He will distribute them to the Council members on the Friday preceding the meeting.

HEARING ON GENERAL OBLIGATION LOAN AGREEMENT: The public hearing was opened by Mayor Campbell. No public comments were received, and the Mayor closed the hearing.

Moved by Davis, seconded by Larson, to adopt RESOLUTION NO. 12-101 approving the 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
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these minutes.

OUTDOOR SERVICE AREA EXTENSION FOR DUBLIN BAY: Moved by Davis, seconded by Goodman, to approve an extension of the Outdoor Service Area for Dublin Bay, 320 South 16th Street.
Vote on Motion: 6-0. Motion declared carried unanimously.

5-DAY SPECIAL CLASS C LIQUOR LICENSE FOR OLDE MAIN BREWING COMPANY:
Moved by Davis, seconded by Goodman, to approve a 5-Day (March 15-19) Special Class C Liquor License for Olde Main Brewing Company at ISU Alumni Center, 420 Beach Avenue.
Vote on Motion: 6-0. Motion declared carried unanimously.

REQUEST FOR TAX ABATEMENT FOR 202 EAST LINCOLN WAY: Planning and Housing Director Steve Osguthorpe reported that the property at 202 E. Lincoln Way was the former site of the Lincoln Lodge Motel. 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). According to Mr. Osguthorpe, the City Council had established criteria under

which the Council would consider establishing Urban Revitalization Areas to incentivize redevelopment of properties zoned HOC. One of those criteria is: “Properties with a principal building that has been determined by the Building Official as meeting the definition of Public Nuisance” in Chapter 5 of the *Ames Municipal Code*.” Since that determination was not made before the building was demolished, Mr. Wheeler submitted information to support a finding that the building was a public nuisance prior to demolition. The Council’s attention was brought to a number of photos that had been included with Council Action Form. The photos showed the deteriorated condition of the building and safety issues that had existed. There was also asbestos present in the building. It was pointed out that there also had been frequent police activity at the property prior to the building’s demolition. Mr. Osguthorpe directed the Council’s attention to a 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. Osguthorpe advised that Mr. Wheeler is requesting abatement of property tax on 100% of the value of land in each of six years following redevelopment.

Director Osguthorpe provided arguments in support of and against the tax abatement for this project. According to Mr. Osguthorpe, while the effort to clean up this area by the ACE Credit Union is laudable, it does not appear to legally meet the slum and blight requirements of the Urban Revitalization provisions of the *Iowa Code* by declaring the structure a public nuisance after it has been removed. It was pointed out that this property is an eastern gateway into the community.

City Manager Schainker advised that if 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 Area. That direction would either be 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. Mr. Schainker also noted that if the City Council were to continue with past practice, three tax abatement schedules would be offered to the developer: a three-year 100% abatement, a five-year partial/decreasing abatement, or a ten-year partial/decreasing abatement.

City Planner Jeff Benson noted that the Redevelopment Criteria provided to the City Council as part of the staff report for this item was an example for property located in the Highway-Oriented Commercial zone. The map pertained to Criterion No. 4, which is not slum and blight; it is a combination of Highway Commercial zoning, being in the flood plan, and being within 1,000 feet of a well field. He pointed out that the property at 202 E. Lincoln Way is not within 1,000 feet of a well.

City Attorney Doug Marek explained the process if the City Council wanted to establish an Urban Revitalization Area. He described the three steps involved: (1) first deciding whether Council wants to have a program for which a property would be eligible, (2) define the Urban Revitalization Area based on statutory criteria, and (3) create a Plan by Resolution that applies.

Council Member Orazem offered his opinion that the area in question is one where economic activity needs to be produced fairly quickly. It is an entrance to the City and should look attractive. He does not, however, promote having a plan for a single piece of property and another plan for another single piece of property. East Lincoln Way, South Duff, and South 16th Street have similarities in that in order to develop there, a change in the configuration needs to be made so that the City is not put at risk if additional flooding events occur. Mr. Orazem believes that that entire area should be considered for a program that would include making the area more attractive for businesses, less flood-prone, and improve the appearance as an entrance to the City.

City Council Member Goodman stated his observation that there are many redevelopment opportunities throughout the community that would benefit the City if they were to take place; however, the City cannot subsidize all of the projects. He said that South Duff is a great example of the market choosing to redevelop properties, proving that sometimes people invest their own money to make something happen without taxpayers paying for it.

Roger Wheeler spoke, stating that he was representing Ames City Employees Credit Union. Mr. Wheeler clarified that the building at 202 E. Lincoln Way was demolished prior to the property changing ownership. He advised that the property was an eyesore, a safety hazard, and a nuisance to the neighborhood, and the Credit Union purchased it to rid the area of the nuisance. Mr. Wheeler advised that two former prospective developers had rejected the site and decided to locate elsewhere. In addition, the current owner is a government-regulated financial institution that has federal regulations placed on its assets. The new owner has found that the property is not be marketable for redevelopment without tax abatement and is asking for assistance. Mr. Wheeler believes this is a unique request since the property that was torn down was definitely slum and blight and a nuisance property.

Council Member Wacha agreed that the former Lincoln Lodge was dilapidated and a definite eyesore; however, its redevelopment should not be incentivized.

Council Member Goodman noted that it did serve the public good for the building at 202 E. Lincoln Way to be torn down. If the owners had come to the Council prior to demolishing the building, it might have qualified under the slum and blight criteria.

Council Member Larson said that he believed the property was purchased by the Credit Union speculating that it was marketable for redevelopment. Although it has taken longer than what was anticipated, it still might sell. He stated that even if the owner had made the request for tax abatement prior to demolishing the building, he still would have wanted to see a plan for the property.

Moved by Larson, seconded by Wacha, to deny the request for tax abatement for 202 E. Lincoln Way.

Vote on Motion: 5-1. Voting aye: Davis, Goodman, Larson, Szopinski, Wacha. Voting nay: Orazem. Motion declared carried.

REQUEST FOR LAND USE POLICY PLAN (LUPP) AMENDMENT FOR OAKS GOLF COURSE: Assistant City Manager Bob Kindred reported that the City Council had received a letter from Chuck Winkleblack concerning a development opportunity for the Oaks Golf Course located outside the City limits. His request sought designation of the area for residential development of four or five very large lots (10 - 12 acres each). Mr. Kindred advised that the Council needed to 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).

According to Mr. Kindred, the proposed amendment to the LUPP would involve changing this land use designation from Parks and Recreational to Rural Residential in order to allow development of residential estate lots. It was suggested that the Council give consideration to such factors as the City's ability to provide utilities to the area, impact on the City's watershed (particularly Ada

Hayden Lake), impacts on the view from Ada Hayden Memorial Park, and general consistency with the Council's adopted goals and policies.

According to Mr. Kindred, the site is designated in the LUPP as Rural Service and Agricultural Conservation Area. The Ames Urban Fringe Plan designates this site as Parks and Recreational Area with a small portion to the south that is designated Natural Area. (The Parks and Recreational 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.

Mr. Kindred reported that the site is not in an Allowable Growth Area of the Land Use Policy Plan. There was no expectation that the land in question would ever be annexed into the City. Since Mr. Winkleblack is not seeking annexation, a change to the LUPP Allowable Growth Designation is not needed.

The key issue in this case that staff had identified was how the sanitary sewage from the proposed development would impact the City, and especially, the Ada Hayden Watershed. Staff believes that, with only four lots being developed, it would be much more manageable than if it were developed more intensively. It was noted that, under the County's Rural Residential development regulations, there could potentially be 35 lots built on the site in question. Mr. Kindred recommended that if the City Council decided to move forward with this, it would be appropriate to consider an agreement before the Plan is changed that there only be a certain level of intensity of development.

Council Member Larson noted the importance of restricting the use of phosphorus and fertilizer on the land. Mr. Kindred advised that the City would not have legal authority to require those restrictions; however, it would be best if the developer voluntarily agreed to do so. City Attorney Marek told the Council that the *Iowa Code* prohibits any municipal ordinances related to regulation of chemicals; it can be done through an agreement process as a recorded covenant. He also noted that covenants do not last forever.

Mr. Kindred reported that Mr. Winkleblack also is proposing 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. According to Mr. Kindred, if Council desires to consider that exchange, advice from the Parks and Recreation Commission should be sought. Mr. Winkleblack, 105 S. 16th Street, Ames, emphasized that the two topics (LUPP Map change and land swap) were two separate issues. The Council was told by Mr. Kindred that currently, Mr. Winkleblack allows the Parks staff to access its maintenance facilities at Ada Hayden over his property. There are other ways that the City staff could get to the maintenance buildings. Mr. Winkleblack emphasized that this would alleviate taxpayers from having to pay for improvements to Grant Avenue and give the City the land that it is currently using to access its maintenance shed. The City would have the same number of acres.

Mr. Winkleblack told the Council that over half of the Oaks Golf Course is not in the Ada Hayden Watershed. He also stated that, on the approximate 42.5 acres, a maximum of two septic systems would be installed in the Watershed area, and depending on lot configuration, there might only be one. It was also noted by Mr. Winkleblack that he had been working with an environmental expert concerning the potential development of the land in question for years. He noted that he would be willing to discuss restrictive covenants on the land, i.e., restricting the use of fertilizer and phosphorus. Mr. Winkleblack pointed out that a low-density residential use may provide an appropriate buffer between the Park to the south and the agricultural lands to the north.

It was stated by Mr. Winkleblack that Oaks Golf Course would be operational this year. The time frame for its redevelopment would depend on how discussions go with the City Council and Story County Board of Supervisors.

Director Osguthorpe advised that, following the determination of whether it is a Major or Minor Amendment, the City Council may choose to either consider the amendment immediately or to defer any action on the proposed amendment until the next scheduled review of the entire LUPP. He noted that 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.

Moved by Orazem, seconded by Goodman, to refer to staff to authorize an application for a Land Use Policy Plan Map change for the land commonly known as Oaks Golf Course.

Council Member Goodman said that he would support the motion because it would provide stability on land where people live. He felt that the key to its success would be the development of an agreement that would guarantee that there would not be more than four homes on the land and protect Ada Hayden Heritage Park into perpetuity. Director Osguthorpe advised that conditions could be placed on the approval of a LUPP amendment to safeguard the lake.

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

Discussion ensued as to whether the amendment would be considered Minor or Major. Council Member Larson recommended that it be put through the Minor Amendment process; it would be a good opportunity to see if the process would accomplish what the Council had intended. Mr. Osguthorpe noted that the Council had directed staff to expand the notice requirement to 300' beyond the property; however, in this case, the property is largely surrounded by the Park. He told the Council members that the notice boundary could be expanded if they so desired.

Moved by Larson, seconded by Wacha, to designate the proposed change as a Minor Amendment to the Land Use Policy Plan.

Vote on Motion: 5-1. Voting aye: Davis, Larson, Orazem, Szopinski, Wacha. Voting nay: Goodman. Motion declared carried.

Director Osguthorpe clarified that 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.

Moved by Larson, seconded by Davis, to refer the issue of the land swap to the Parks and Recreation Commission.

Council Member Wacha advised that he did not think the City of Ames would benefit from the proposed land swap. He noted that Ames voters passed a referendum to acquire the parkland, and the City Council should not swap any of the land without definite benefit being received.

Council Member Davis clarified that he had seconded the motion to allow the Parks and Recreation Commission to come back to Council with its recommendation. He felt that it should go through the normal process. Council Member Szopinski said that she was concerned that the Council was referring items to staff that could be decided at this meeting. She didn't see any benefit to the City to swap the land. It was her opinion that the City did not need the access road to get to its

maintenance buildings. Ms. Szopinski also thought that it would further jeopardize the view of the natural area.

Council Member Goodman noted that there is a public process when City disposes of assets. He doesn't feel the proposed land swap meets that requirements of the process.

Council Member Larson again clarified that he referred the issue to the Parks and Recreation Commission only to receive its recommendation on the matter of access to the City's maintenance facility and get its perspective as to whether there would be any benefit to the City to "swap" the land.

Mayor Campbell said that, by referring the issue to the Parks and Recreation Commission would also afford the City time to determine if such an arrangement is legal since the land had been acquired through a bond referendum.

Council Member Goodman advised that he could support the motion if the word "swap" was taken out. Mr. Larson said the referral was more to determine if the land owned by Mr. Winkleblack is necessary for the City to access its maintenance shed. He commented that he could withdraw the motion and rephrase it; however, his intent was to get input from the Parks and Recreation Commission as to whether it sees any merit in the City owning the land. Council Member Larson stated that he hoped that the motion he had made initially would give the Parks and Recreation Commission the latitude to address the issue.

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

REQUEST FOR LUPP AMENDMENT FOR PROPERTY WEST OF GEORGE WASHINGTON

CARVER: Assistant City Manager Kindred recalled that the City Council recently received a letter from Chuck Winkleblack concerning a development opportunity west of George Washington Carver Avenue located outside the City limits. He was seeking designation of the area for annexation to accommodate a senior housing project and additional residential development. Mr. Kindred advised that if the Council decided 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).

According to Mr. Kindred, the Ames Urban Fringe Plan designates this site as Priority Transitional Residential. To accommodate annexation and access to City utilities that Mr. Winkleblack is proposing, the site would need to be designated as Urban Residential. 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.

Mr. Kindred referenced the 2008 Targeted Growth Study, which had showed a cost of just under \$1,000,000 to bring sanitary sewer up the Squaw Creek valley to eventually serve this area. He noted that part of that cost would provide service to the Northwest Growth Area. It was stated by Mr. Kindred that the City's Public Works staff is reviewing the current capacity of the sewer up to the area. That area is also going to be improved under the Sanitary Sewer Evaluation Study.

Mr. Osguthorpe 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. The "80/20" process was explained by Mr. Kindred. Chuck Winkleblack 105. S. 16th Street, Ames, advised that he had not specifically talked to the three land owners. If it is found to not be feasible, those properties could be excluded.

Council Member Larson questioned why 80 acres was needed to be brought in when the proposed project would take substantially less. Mr. Winkleblack said that they would like to bring in all the land that is owned by one particular property owner. He also stated that one potential project will take up 20 acres.

Mr. Winkleblack stated that he disagreed with the sanitary sewer assessment. In the Study, North Growth Area C encompassed a much larger area (several hundred acres). He noted that he had been working with Public Works for the past four to six months. Mr. Winkleblack said that he believes there is capacity to serve the area in question with gravity-flow. He stated that he would not be bringing this request to the Council if that infusion of cash by the City (\$1,000,000) would be needed. According to Mr. Winkleblack, if there is a capacity issue, there is a pipe in Moore Park that might be at the wrong elevation. There could be a "fix" to that pipe for less than \$100,000 that would allow for the capacity needed. Mr. Winkleblack also advised that when Northridge Heights was developed at Weston, the sewer was placed under George Washington Carver; that was done at the landowners' expense. Significant improvements have been made to George Washington Carver as the result of Northridge Heights, and he believes that there would be no or minor costs to the City for the sewer. The road is in place, but if a turning lane would need to be installed, it would be done at the developer's expense.

Scott Williams, Civil Engineer with Alfred Benesch & Co., Ames, explained that there was a 15" sanitary sewer main installed, instead of the standard 8" main, when Northridge Heights was developed to allow for more capacity to serve farther north. Based on his recent discussions with Public Works staff, at issue is a 400-foot-long stretch of pipe through Moore Park that apparently was installed flatter than it should have been in the 1980s. The capacity may or may not be enough based on modeling to accommodate some additional areas. Flow meters have been installed to determine current flows so that additional capacity can be determined. Even if the pipe does not have additional capacity, there are "fixes" that would be much less costly than \$1,000,000. At the inquiry of Council Member Wacha, Mr. Williams replied that much of the North Growth Area has changed since the 2008 Study; and now much of that Area is planned to be served from a different direction. Council Member Goodman asked if the developer was proposing to pay for the "fixes" to the pipe through Moore Park to accommodate additional capacity. Mr. Winkleblack said he would need to know what exactly would be entailed, but he did not feel it was fair to require him to cure problems that had been caused by improperly installed pipe 30 years ago. He said that he would be willing to pay for the "fix" if it "was in the range" of what they now believe it will take.

Replying to Council Member Goodman's question about Hunziker Land Development not agreeing to sharing the cost of the road in Rose Prairie, Mr. Winkleblack replied that he had requested that the engineering be done first so that the cost of the road would be known. He further stated that Hunziker Land Development was very willing to pay for its share of the engineering costs, but since one parcel of land had been foreclosed on, Hunziker was being expected to pay for that share as well. Mr. Schainker commented that the City had offered that the remaining developers and the City share the costs equally.

Mr. Winkleblack contended that, at one time, 100+ acres were going to be served by the sanitary sewer installed by the developer for Northridge Heights. They are no longer planning to develop another 100 acres; they are asking to bring in 80 acres. Logically, if it were big enough to serve 100 acres, it is big enough to serve 80 acres.

Municipal Engineer Tracy Warner advised that what is being labeled as an “under-capacity pipe” in the 2008 Sanitary Sewer was laid at a shallower slope. There are a couple of fixes: the section could be relaid or a redundant pipe could increase capacity in that section. She noted that this is the same neighborhood that the City has been working with on flood mitigation projects.

Discussion ensued on who had installed the pipe through Moore Park. Council Member Larson said that if it was the City’s doing, then the City should now fix it. If it was not, the developer has stated his willingness to fix it. Ms. Warner advised that the cost of the “fix” would be approximately \$75,000.

Moved by Larson, seconded by Davis, to direct staff to accept an application and formally consider the LUPP amendment request.

Mr. Larson noted that the revenue that would come off of a \$10 - \$12 million development would be substantial, especially if the property could be developed without the City giving any abatement and without investing any more money in infrastructure.

Mr. Kindred said that it is also 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. He made the Council aware that designating another allowable growth area in north Ames could create competition with the lands in which the City is placing a significant investment.

Council Member Goodman pointed out that the Council does not know any of the other costs associated with the proposed development. If there are no costs to the City, it would be a great project as it is adjacent to the City limits and there would be no costs to install infrastructure. He said, however, to add 80 more acres to the capacity of the community slows down the payback on the \$1.4 investment in the north that had already been approved.

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

Moved by Orazem, seconded by Goodman, to determine that the proposed change be a Minor Amendment to the LUPP.

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

Director Osguthorpe said that, under the procedures enacted to facilitate changes to the Ames Urban Fringe Plan, two of the three jurisdictions (Ames, Gilbert or Story County) would need to agree to consider the request. All three jurisdictions would then need to approve the change for it to take effect.

The meeting recessed at 9:15 p.m. and reconvened at 9:22 p.m.

STEAM TURBINE NO. 8 PARTS: Moved by Davis, seconded by Goodman, to reject all bids for Steam Turbine No. 8 Parts Procurement and authorizing staff to proceed with overhaul, with the intent to make necessary repairs and allow third-party suppliers to obtain information for future supply of replacement parts.
Vote on Motion: 6-0. Motion declared carried unanimously.

CONTRACT FOR RADIO FREQUENCY IDENTIFIED (RFID) PROJECT: Library Director Art Weeks introduced Mike Quinn, Information Services Division, who would be the Project Manager of the RFID, if approved. Mr. Weeks advised that tagging the collection would be done in Phase I. Phase II of this project would come before the Council after the library expansion is complete.

Moved by Goodman, seconded by Wacha, to adopt RESOLUTION NO. 12-102 approving a contract with SirsiDynix/Bibliotheca of Lehi, Utah, for Radio Frequency Identification (RFID) project in an amount not to exceed \$92,719.95.

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

2012 TIGER GRANT APPLICATION FOR INTERMODAL FACILITY: Transit Director Sheri Kyras explained that the U. S. Department of Transportation (USDOT) recently released a notice of funding availability for its 2012 TIGER Program. Grant applications are due no later than March 22, 2012.

Director Kyras advised that the one caveat with this Grant application is the timing. The decision on the Tiger Grant in question won't be made until July; however, completion of the first phase of the Intermodal Facility will occur in June. The surface parking lot constructed in Phase I will need to be removed to make way for the additional parking structure that is part of Phase II. According to Ms. Kyras, 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. It is anticipated that the FTA will request 100% of the cost of the surface parking lot, which is estimated at \$275,000. Iowa State University (ISU) and City officials have indicated a possibility of sharing the additional project cost \$137,500 each. City Manager Schainker advised that an email had been received from ISU Vice-President of Business and Finance stated that the University would be interested in submitting another TIGER application and funding 50% of possible repayment costs to FTA, if a grant were approved.

At the inquiry of Council Member Goodman, Ms. Kyras advised that it would not be possible to hold off on the paving of the parking lot since in order to be in compliance with the first grant, it would have to be completed.

City Manager Schainker noted that the \$137,500 had not been built in the budget.

Moved by Wacha, seconded by Davis, to adopt RESOLUTION NO. 12-103 authorizing CyRide staff to prepare and submit 2012 TIGER grant application for Phase II of the Intermodal Facility, and if approved, provide 50% of the cost to repay federal interest up to a maximum of \$137,500.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these minutes.

605 AND 615 EAST LINCOLN WAY: Planning and Housing Steve Osguthorpe explained that this issue pertained to the required amount of parking contained in the current *Municipal Code*. A change in use has been proposed for the commercial building at 605 East Lincoln Way, which is

zoned as Highway-Oriented Commercial. The building is currently vacant. The proposed tenant is a health club facility. For the proposed facility, 28 parking spaces would be required; however, there are only 28 parking spaces on the entire site, and the proposed facility would only encompass a little more than half of the building. Because there are other tenants that need parking spaces, the site would not be able to provide 28 spaces for only one tenant.

According to Mr. Osguthorpe, the developer brought to staff's attention that there were more spaces on the site than staff had initially calculated. It was thought that additional spaces would have to be garnered from an adjacent property; however, that is no longer the case. Director Osguthorpe reported that for the building in question to be totally occupied, additional parking spaces are needed. Those spaces may be located off-site. It is anticipated that an adjacent area will be developed for future parking, and through a Remote Parking Agreement, can be made available for use by the building in question. To allow the proposed tenant to open, a Development Agreement for 605 and 615-719 East Lincoln Way needs to be approved by the City Council. That Agreement states that until the remote parking may occur off-site, the balance of the building at 605 East Lincoln Way will remain vacant. By approving the Developer's Agreement, all 28 parking spaces on site will be usable by the health club facility.

Moved by Goodman, seconded by Davis, to adopt RESOLUTION NO. 12-104 approving a Development Agreement with R. Friedrich and Sons for 605 and 615 East Lincoln Way.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these minutes.

DOWNTOWN FACADE GRANTS: City Planner Jeff Benson told the Council that, over the past ten years, 23 Facade Grants had been approved in the amount of \$323,000, which has resulted in \$1.6 million in investments.

Mr. Benson brought the Council's attention to two issues. The first issue was that the six grant applications total \$88,300; however, there is only \$44,000 remaining in the program budget. The second one is that the Council had formerly agreed to a policy of not offering grants to properties that had already received grants. He noted that 301 Main (the Sheldon Munn building) consists of several businesses, and one of those, Nature's Touch, had already received a grant. StyleEyes, which is another business within the Sheldon Munn building, had applied for this round of funding. Council Member Goodman noted that it was the Council's intention to make the funding available to multiple establishments. Even though StyleEyes is located in the Sheldon-Munn building, it is a separate business from Nature's Touch, which is also located in the Sheldon-Munn.

Moved by Goodman, seconded by Davis, to adopt RESOLUTION NO. 12-105 approving six grants, as recommended by staff, totaling \$88,300, which will include the following:

<u>Address</u>	<u>Business or Building Name:</u>	<u>Amount</u>
121 Main Street	Vacant, formerly Pyle Photo	\$ 15,000
	(Design fees)	\$ 1,000
123 Main Street	Sportsman's Lounge	\$ 15,000
208 5 th Street	McClanahan Studio (in Lechner Building)	\$ 10,300
205 Main Street	Vacant, formerly Antique Ames	\$ 15,000
	(Design fees)	\$ 1,000
301 Main Street	StyleEyes (in Sheldon-Munn)	\$ 15,000
203 Main Street	Vacant, formerly Antique Ames	\$ 15,000
	(Design fees)	\$ 1,000

Council Member Larson offered his opinion that, by providing these grants to Main Street businesses, the City is incentivizing retail.

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

FUNDING REQUEST FOR RETAIL MARKET ANALYSIS: City Manager Schainker explained that he and Dan Culhane, the Executive Director of the Ames Economic Development Commission (AEDC), had begun discussions about possible partnerships to accomplish mutual goals. It was agreed that the first step should be to complete a market study. Mr. Schainker further stated that the AEDC had researched companies that could provide market level data and analyses regarding the residents and workers within Ames. That data is needed to get a better understanding of the retail trade area, the residential and workforce consumer populations within the trade area, and the specific retailers who match the profiles of the City's trade area's consumer population. According to Mr. Schainker, Buxton appeared to offer more than other companies that rely mostly on census demographic information when performing market analyses. Buxton holds the largest repository of household level information in the United States, and they are able to analyze hundreds of variables/values across many categories.

Catherine Scott, 1510 Roosevelt, Ames, noted that Iowa State University performed a retail analysis, which was completed in 2011, and asked why that was not good enough. According to Ms. Scott, Ames is a "B" Market, and there are some stores that would never come to Ames because it is not an "A" Market. She is not sure that the City will get its money's worth from the Buxton group. Council Member Orazem explained that the analysis performed by ISU was based on sales tax data and does not provide the same type of data that Buxton will provide.

At the inquiry of Council Member Orazem, Mr. Culhane said it was anticipated that the Analysis would be received within 60 to 90 days from signing the contract with Buxton.

Moved by Davis, seconded by Larson, to adopt RESOLUTION NO. 12-106 approving 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.

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

REQUEST FOR TRAVEL EXPENSES FOR CITY COUNCIL MEMBERS PARTICIPATING IN THE CHAMBER OF COMMERCE'S WASHINGTON, D.C., TRIP: City Manager Schainker advised that it had 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, and Town and Gown Association Conferences. As a result of that policy, the staff typically includes in the Council's budget funds for a limited number of members to attend those important Conferences. In the event that a Council member desires to attend a Conference other than those, the request needs to be placed on a Council agenda for the City Council to decide whether or not to approve attendance and cost reimbursement.

Mr. Schainker said that he was bringing this issue to the Council's attention because the Ames Chamber of Commerce is planning a trip to Washington, D.C., in mid-April to lobby Ames' Congressional Delegation and has invited the Mayor, Council, and City Manager to accompany Chamber representatives.

City Manager Schainker said that it would be difficult to justify two lobbying trips so close together (one at the NLC Conference and one with the Chamber); however, he thought that this year offered a unique opportunity to participate in the Chamber's trip to Washington. Mayor Campbell related that the Iowa League of Cities Executive Director had indicated to her that there are not as many issues to be discussed this year at the National League of Cities Conference as there had been in the past.

Council Member Goodman provided testimony that he had gone on the Chamber's trip in the past, and he felt that it was definitely beneficial to the City. He noted that the issues the Chamber Delegation had routinely brought to the Congressional Delegation are City and Iowa State University issues.

Council Members Davis and Larson indicated that they would like to participate with the Chamber's Delegation.

Moved by Goodman, seconded by Wacha, to approve Council Members Davis and Larson and City Manager Schainker to participate in the Chamber's trip to Washington, D.C.,

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

LOGO STYLE GUIDE: Public Relations Officer Susan Gwiasda noted that staff was moving forward with implementing a new City logo in partnership with other organizations that promote and market Ames. It had been recommended that the City purchase and utilize an Ames Brand Standards Guide (Stylebook), which will provide direction, conformity, and consistency throughout the City organization on property use of the new logo.

Ms. Gwiasda noted that the City had not been asked to make any financial contribution toward the prior costs associated with developing the logo, as those had been paid for by the Ames Convention and Visitors Bureau and Chamber of Commerce. It is felt that standards for logo usage will help ensure a uniform and professional appearance for the City. The Guide would be created by Push Branding & Design at a cost of approximately \$7,500, which could come from the balance remaining in the Ames Visioning Project.

Moved by Goodman, seconded by Davis, to adopt RESOLUTION NO. 12-090 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 the new logo.

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

ANNUAL RESIDENT SATISFACTION SURVEY: Public Relations Officer Susan Gwiasda noted that this will be the 30th Annual Resident Satisfaction Survey. She asked the Mayor and City Council if they had any current policy issues that they would like to see included in the Survey to be sent in the spring.

Council Member Goodman said he would be interested in how people feel about different types of economic development (TIFs, abatements, facade grants, infrastructure, investment into new lands) and locations (Campustown, Downtown, South Duff, SE 16th, east of Highway 30 for possible industrial lands). Council Member Wacha felt that it would be difficult to explain the types of economic development. In addition, he did not think that he, as a Council member, would base decisions on that information. Council Members Davis concurred that explaining TIF would be

difficult. Council Member Wacha recommended that residents could be asked what area of the community they felt could use more economic development. Council Member Orazem felt that the type of economic development (commercial, industrial, retail) most desired by residents could be asked. Council Member Szopinski said she would like to know how people define economic development. Mr. Goodman also thought that it would be helpful to know if residents preferred the City to invest in existing businesses or potential new businesses. Council Member Larson expressed his opinion that it would be better to deal with those types of questions in a workshop session where public input could be received and discussions held. Council Member Goodman said he had received emails from people who do not want to discuss this type of issue in a workshop setting.

Council Member Davis said that he preferred to provide the Public Relations Officer with the outcomes that they expected rather than write the questions.

Moved by Goodman, seconded by Szopinski, to direct the Public Relations Officer to craft a question that gives the following information: "Do residents prefer their tax dollars be used to subsidize existing businesses or new businesses?"

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

Moved by Goodman, seconded by Szopinski, to direct the Public Relations Officer to craft a question that gives the following information: "Do residents prefer these incentives to be spent in Downtown, Campustown, South Duff, SE 16th, North Grand Mall, Somerset."

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

COUNCIL COMMENTS: Moved by Larson, seconded by Davis, to refer to staff the letter from Bourns dated February 23, 2012; and if action is needed, bring information back to the City Council. Vote on Motion: 6-0. Motion declared carried unanimously.

Council Member Larson said that citizens continually ask him what can be done to the railroad tracks on Duff Avenue.

Moved by Larson, seconded by Goodman, to direct the City Manager to visit with Union Pacific about plans to address the railroad tracks on Duff Avenue.

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

CLOSED SESSION: Moved by Davis, seconded by Goodman, to hold a Closed Session as provided by Section 21.5(1)c, *Code of Iowa*, to discuss strategy with counsel for matters presently in litigation; and, as provided by Section 20.17(3), *Code of Iowa*, to discuss collective bargaining strategy. Roll Call Vote: 6-0. Motion declared carried unanimously.

The meeting reconvened in Regular Session at 11:08 p.m.

Moved by Davis, seconded by Goodman, to adopt RESOLUTION NO. 12-108 ratifying the contract with IUOE 234 (Blue Collar).

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 11:09 p.m.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor



REPORT OF CONTRACT CHANGE ORDERS

Period:	☒ 1 st – 15 th
	☐ 16 th – end of month
Month and year:	March, 2012
For City Council date:	March 27, 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	Purchasing Contact Person/Buyer
Water & Pollution Control	WPC Facility SCADA Phase II Construction	2	\$412,250.00	Automatic Systems Company	\$5,850.00	\$10,724.00	J. Dunn	MA
Transit	Construction of Intermodal Facility	16	\$7,115,000.00	The Weitz Company, LLC	\$108,851.95	\$(2,011.24)	S. Kyras	MA
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		



Memo

Police Department

5 a&b

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 27, 2012

The Council agenda for March 27, 2012, includes beer permits and liquor license renewals for:

Class C Liquor – Ge'Angelo's, 823 Wheeler Street #9

Class E Liquor, C Beer, and B Wine – Wal-Mart Store #749, 3015 Grand Avenue

A routine check of records found no violations for Ge' Angelos's or Walmart #749.

The police department would recommend renewal of these two establishments.

COUNCIL ACTION FORM

SUBJECT: GOVERNOR'S TRAFFIC SAFETY BUREAU ENFORCEMENT GRANT PROGRAM

BACKGROUND:

The Ames Police Department is again requesting permission to apply for funding from the Governor's Traffic Safety Bureau to support additional overtime traffic enforcement, and to participate in the project should funding be awarded. The program is conducted through the Governor's Traffic Safety Bureau in cooperation with local and county law enforcement agencies in counties with high rates of impaired driving related crashes. The program is designed with both enforcement and educational components to improve driver safety and protection, reduce impaired driving and enhance overall traffic safety. The Ames Police Department has participated in this annual program in the past.

The grant will support additional traffic enforcement during periods of high risk for impaired driving. The officers conducting this intensified traffic enforcement will be added to the normal staffing levels for the Police Department. The additional officers will work on an overtime basis. The areas in which the officers in this program will work will be selected on the basis of citizen complaints, officer observations and traffic incident data.

The application to the Governor's Traffic Safety Bureau from the Police Department would request \$30,650 in funding to pay officers at an overtime rate, to purchase a Road Alert LED sign, to replace an in-car video camera and a preliminary breath test device, and to fund acquisition of educational materials on traffic safety. There is no local match required with this grant.

ALTERNATIVES:

1. Approve the Ames Police Department's application to and participation in the Governor's Traffic Safety Bureau Enforcement Grant program.
2. Do not approve the Ames Police Department's application to the Governor's Traffic Safety Bureau Enforcement Grant program.

MANAGER'S RECOMMENDED ACTION:

Participation in this program allows our Police Department to devote additional resources to traffic safety without additional local costs. These funds help reduce traffic violations and improve traffic safety for the citizens of Ames.

Therefore, it is the recommendation of the City Manager that the City Council approve alternative #1, authorizing the submission of a grant application for \$30,650 and participation in the program of the Governor's Traffic Safety Bureau.

COUNCIL ACTION FORM

SUBJECT: USE OF CITY HALL AS DRUG DROP-OFF SITE

BACKGROUND:

The Story County Prevention Policy Board has requested the use of the Ames City Hall for a community Drug Drop-Off site on April 28, 2012. This event has been held previously on October 29, 2011. The intent is to allow community members to safely and confidentially dispose of over-the-counter and prescription medications. Previous events have been popular with citizens. By disposing of medications in this manner, drugs are kept out of the water supply and away from illicit users.

Actual hours for the event will be from approximately 9 a.m. to 12 noon on April 28, 2012. Staff recommends that the west access to the building be available for the drop-off from 8 a.m. until 1 p.m. to cover possible set-up and tear down activities. Youth and Shelter Services, the sponsor of the Story County Prevention Policy Board, will provide an insurance certificate for the event. The Police Department will provide supervision of the collection and disposal under guidelines provided by the Drug Enforcement Administration. The drugs collected will be disposed of by the Drug Enforcement Administration.

ALTERNATIVES:

1. The City Council can approve the request from the Story County Prevention Policy Board for the use of City Hall as a drug drop-off site on April 28, 2012, from 9 a.m. to 12 noon.
2. The City Council can deny the request and recommend that the Story County Prevention Policy Board seek another location.

MANAGER'S RECOMMENDED ACTION:

Our community benefits from the safe disposal of excess or out-of-date medications. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the request from the Story County Prevention Policy Board for the use of City Hall as a drug drop-off site on April 28.

COUNCIL ACTION FORM

SUBJECT: POLICE SUPERVISOR SHIFT DIFFERENTIAL

BACKGROUND:

Patrol and detective supervisors in the Police Department are required to rotate to a different shift every two years. This rotation was created in 2002 as part of a department-wide reorganization. There were several benefits derived from this change. The schedule changes allowed the Police Department to ensure that a supervisor is always on duty. The required shift rotation resulted in all supervisors working all of the patrol shifts. This change was intended to standardize operations and policy across the department while also broadening the experience of supervisors. While these changes improved departmental operations, these requirements also impose some personal hardship on police supervisors.

In contrast to supervisors, patrol officers covered by the union contract have the ability to bid for the shift of their choice and are paid shift differential for working afternoons or nights. In the current contract these amounts are \$425 annually for afternoon shift and \$632 for night shift. These amounts provide modest recognition of the hardship associated with those schedules. This also offers an incentive to work those shifts.

In the most recent police sergeant promotional examination, there were at least two highly qualified potential candidates who did not compete for advancement to sergeant. In evaluating this process, it appears that there was widespread recognition that the promotion brought extra responsibilities, even while there was little net gain in take-home pay. While personnel policies dictate that candidates receive a salary increase for this promotion, candidates move to a rank where their eligibility for overtime is very restricted and they do not earn shift differential. In addition, the elimination of the corporal rank further diminished the salary difference between sergeants and patrol officers.

The Police Department is the only city department that has this type of shift rotation including mandatory assignment of supervisors to the afternoon and night shift. This required rotation has been beneficial in standardizing practices, improving communication, and strengthening the capabilities of supervisors in the Police Department. Paying shift differential to supervisors is one method for reinforcing the importance of this requirement for police supervisors.

In studying the practices of similar departments in Iowa, those agencies that pay shift differential to patrol officers also pay it to supervisors. The departments paying shift differential to supervisors included Cedar Falls Police, Iowa City Police, and numerous other agencies.

The City's Personnel Policies provide a 5% minimum salary increase when a promotion occurs. Following that same benchmark, it is proposed that supervisory shift differential be set at 5% above the current shift differential for patrol officers. This would result in a FY 2012/13 fixed annual payment of \$446 to three supervisors on the afternoon shift and a fixed annual payment of \$664 for the three supervisors on the night shift.

In total, eleven supervisors would be affected by this change. However, only seven would be eligible in any given year, since the other four work the day shift. The total cost of this change in FY 2012/13, including roll-up, is \$4,962. This funding is available in the Police Department's 2012/13 budget to pay this cost.

Shift differential paid to patrol officers may occasionally be increased as part of union negotiations. Therefore, it is also proposed that the City Manager be authorized to adjust the supervisory rate when needed to maintain the 5% differential.

ALTERNATIVES:

1. Institute a shift differential for supervisors in the Police Department at a rate of \$446 for the afternoon shift and \$664 for the night shift, and authorize the City Manager to periodically adjust this rate in the future when appropriate.
2. Do not institute a shift differential for supervisors in the Police Department at this time.

MANAGER'S RECOMMENDED ACTION:

In order to reinforce the importance of the required shift rotation while also recognizing the importance of having the best leaders in our supervisory position, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving shift differential for supervisors in the Police Department and authorizing the City Manager to adjust this rate in the future when appropriate.

COUNCIL ACTION FORM

SUBJECT: ENDORSEMENT OF IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION FOR FINANCIAL ASSISTANCE FOR IOWA CHOICE HARVEST, LLC - NO LOCAL MATCH REQUIRED

BACKGROUND:

Iowa Choice Harvest, LLC is a start-up company that is seeking state assistance in establishing a fruit and vegetable processing facility in Ames that will freeze Iowa fruits and vegetables for grocery stores and institutions. The products will be marketed within Central Iowa. The proposed facility size is approximately 9,000 square feet and will be improved to a food grade facility. The location is yet to be determined, but the company plans to locate in an area where they can work closely with ISU students. The company expects to create four full-time jobs and three part-time jobs.

The Iowa Choice Harvest application for assistance to the IDED will be reviewed for approval by the Iowa Economic Development Authority in April with assistance requested under the Value-Added Agriculture Program. **There is no local match from the City required** for this project, but the company does need a local sponsor to receive assistance from the State. For the Iowa Economic Development Authority to continue consideration of this project, the City Council must adopt a resolution supporting the submittal of the Iowa Choice Harvest application for assistance. Total investment for the project is expected to be \$1,025,284.

ALTERNATIVES:

1. Adopt a resolution supporting the submittal of an application from Iowa Choice Harvest, LLC, requesting economic development assistance from the Iowa Economic Development Authority with the City of Ames acting as local sponsor.
2. Deny the application for assistance.

MANAGER'S RECOMMENDED ACTION:

The proposed project has the potential to provide expansion of quality jobs and property tax base and without additional public infrastructure.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1, thereby adopting a resolution supporting the submittal of an application from Iowa Choice Harvest, LLC, requesting economic development assistance from the Iowa Economic Development Authority with the City of Ames acting as local sponsor.

COUNCIL ACTION FORM

SUBJECT: **AMES INTERNATIONAL PARTNER CITIES ASSOCIATION, INC.
2012/13 FUNDING CONTRACT**

BACKGROUND:

During approval of the 2012/13 Budget, the City Council allocated \$3,000 in funding for use by the Ames International Partner Cities Association, Inc. (AIPCA).

Each year the parties enter into this agreement to confirm the manner in which AIPCA will use this funding. This contract is similar to those utilized for arts agency and human service agency funding. The AIPCA contract specifically describes the Association's scope of services as follows:

To undertake such activities as will foster and promote friendly relations and mutual understanding between the people of Ames, Iowa, and people of similar cities of other nations; and, to act as a coordinating influence among those organizations, groups, and individuals desiring to engage in activities furthering those objectives and purposes.

This is the nineteenth year during which the Council has funded the activities of this group. Exchanges are anticipated this year with both Kosshu City in Japan and Frydek-Mistek in the Czech Republic.

ALTERNATIVES:

1. Approve the 2012/13 funding contract with the AIPCA in an amount not to exceed \$3,000.
2. Do not approve a funding contract for 2012/13 with AIPCA.

MANAGER'S RECOMMENDED ACTION:

This contract represents an ongoing commitment from the City to fund the Partner Cities Association, which originally was created as a City committee and was later transformed into a non-profit association. Funding was included in the Council's approved budget.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the 2012/13 funding contract with the AIPCA in an amount not to exceed \$3,000.

COUNCIL ACTION FORM

**SUBJECT:2012-13 PROPOSED ANNUAL ACTION PLAN PROJECTS' BUDGET
AMENDMENT IN CONNECTION WITH THE CITY'S COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

BACKGROUND:

At the February 28, 2012, City Council meeting, the City Council authorized staff to prepare the 2012-13 Action Plan document for the 30-day public comment period based on the proposed projects and budget (see Attachments 1 and 2) after hosting three public forum sessions for input.

One of the projects recommended for 2012-13 was the Single-Family Conversion program. However, after two failed attempts to solicit participation from property owners, staff recommended that the pilot program be put on hold until Fall 2012 and that the initial program budget of \$25,000 be rolled over.

Staff is now proposing that the \$75,000 slated for the Single-Family Conversion Program for 2012-13 be transferred to the 2012-13 Neighborhood Infrastructure Improvements Programs (NIP) budget. In working with our Public Works Department, two unpaved streets with storm water drainage issues in HUD designated low- and moderate-income census tracts have been identified. Therefore, it would be advantageous and have a greater impact on the neighborhood if we would improve both streets at the same time. The initial budget for this infrastructure program was set at \$303,896. By moving the \$75,000 from the Single-Family Conversion Program, the adjusted available budget for the improvements to the two street segments would be approximately \$378,896, which should cover the cost of the improvements for both streets.

Staff feels that this budget adjustment would have a greater impact on meeting the City Council's goals of strengthening our neighborhoods and better utilization and expenditure of the CDBG funds and programming.

ALTERNATIVES:

1. The City Council can approve the budget amendment to the 2012-13 Proposed Annual Action Plan Program Projects in connection with the City's Community Development Block Grant Program by transferring \$75,000 from the Single-Family Conversion Program to the Neighborhood Infrastructure Improvements Program.
2. The City Council can approve the budget amendment to the 2012-13 Proposed Annual Action Plan Program Projects with modifications.

3. The City Council can refer this item back to staff with further direction.
4. The City Council can decide not to make any changes to the FY 12/13 CDBG Action Plan

MANAGER'S RECOMMENDED ACTION:

The budget amendment being recommended from the Single-Family Conversion Program to the Neighborhood Infrastructure Improvement Program for fiscal year 2012-13 will continue to focus on the City Council's goal of strengthening our neighborhoods and are still consistent with the priorities of the City's 2009-14 CDBG Consolidated Plan.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the proposed budget amendment to the 2012-13 Proposed Annual Action Plan Program Projects, and authorizing staff to prepare the Action Plan document for the 30-day public comment period starting April 5, with the public hearing approved for May 8, 2012.

ATTACHMENT 1

PROPOSED 2012-13 AMENDED ANNUAL ACTION PLAN PROGRAM ACTIVITIES

Project Activities	Program Description	Priority Goal	CDBG National Objective
The Neighborhood Sustainability Program is comprised of the following subcomponent programs: 1. Home Improvement Rehabilitation Program 2. Homebuyer Assistance 3. Dangerous Buildings Program 4. Single-family Conversion Program	The overall goal of the Neighborhood Sustainability program is to increase the availability of housing to low- and moderate-income families and to maintain and sustain decent, safe, and sanitary housing stock in existing neighborhoods by providing <u>home repair grants</u> for owner-occupied housing units, and repair assistance to property owners of single-family rentals for conversion back to single-family homeownership and <u>down payment and closing cost assistance</u> to first-time homebuyers, and demolish deteriorated properties in conjunction with our Dangerous Building Initiatives.	1, 2	Low- & Moderate-Income Benefit
The Public Improvement Program is comprised of the following subcomponent programs: • Neighborhood Infrastructure Improvements (curb, street resurfacing, sidewalks, etc.) in targeted low- and moderate-income census tracts	The overall goal of the Public Improvement Program is to preserve and enhance the viability and aesthetics of our core existing neighborhoods by maintaining the public infrastructure.	3	Low- & Moderate-Income Benefit

ATTACHMENT 2

Budget Amendment to the PROPOSED 2012-13 Action Plan Expenditure Budget:	
<u>Programs</u>	<u>Budget</u>
Dangerous Buildings Program	45,000*
Neighborhood Home Improvement Program (including City-owned properties)	513,521*
Homebuyer Assistance Program	115,500*
Neighborhood Infrastructure Improvements Program	378,896
Single-Family Conversion Program	0.00**
2012-13 Program Administration (20% of 12-13 Allocation + 20% Anticipated Program Income)	<u>113,229</u>
Total	\$1,166,146
Current 2012-13 Action Plan Revenue Budget:	
2012-13 CDBG Allocation	511,276
2011-12 Anticipated Program Rollover	600,000
2011-12 Anticipated Program Income	<u>54,870</u>
Total 2012-13	\$1,166,146

*Includes \$29,521 of Service Delivery expenses for Program Administration (inspectors, legal fees and documents, contracted staff assistance).

**The 2011-12 budget of \$25,000 will rollover to 2012-13 if not spent prior to the end of the fiscal year.

COUNCIL ACTION FORM

SUBJECT: SINGLE-FAMILY CONVERSION PILOT PROGRAM UPDATE

BACKGROUND:

At the February 14, 2012, meeting, City Council authorized a time extension to solicit property owners for their interest to submit a Request for Proposal (RFP) in connection with the City's 2011-12 Community Development Block Grant (CDBG) Program Single-Family Conversion Pilot Program. Under this pilot program, \$25,000 in CDBG funds was designated to assist a property owner with funds to rehabilitate a single-family conversion rental unit in order to convert it back into a single-family, owner-occupied unit.

The overall goal of the Single-Family Conversion Program is to preserve the City's single-family, owner-occupied housing stock by rehabilitating former single-family dwellings that have been converted into two or more rental units back to single-family, owner-occupied condition and use.

The first Request for Proposal was sent out on January 13 to approximately 226 property owners identified as owners of single-family conversion properties. The RFP submittal deadline was Friday, February 3, 2012. Staff received a number of inquiries about the RFP (some with sincere interest, others not).

After the submittal deadline, several property owners asked for additional submittal time and the deadline was extended until Friday, March 2, 2012. All 226 property owners identified in the initial request were contacted about the extension. **However, no proposals were received by the extended deadline.**

At this time (after meeting with the Sustainable Neighborhood Organization who proposed this project during last year's Annual Action Plan forum) staff is requesting that we put the program on hold, maintain and rollover the initial \$25,000 budget, and solicit proposals in Fall 2012. This will give both staff and the Sustainable Neighborhood Organization time to solicit feedback from property owners, realtors, and others as to possible reason (s) for the lack of interest or adjustments that could be made to generate interest.

ALTERNATIVES:

1. The City Council can authorize putting the Single-Family Conversion Pilot Program on hold, maintaining and rolling over the initial \$25,000 budget, and soliciting proposals in Fall 2012.
2. The City Council can not authorize putting the Single-Family Conversion Pilot

Program on hold, maintaining and rolling over the initial \$25,000 budget, and soliciting proposals in Fall 2012.

3. The City Council can refer this request back to staff for additional information.

MANAGER'S RECOMMENDED ACTION:

There have been no proposals submitted in response to mailings sent out on January 13 and February 3, 2012. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby authorizing putting the Single-Family Conversion Pilot Program on hold, maintaining and rolling over the initial \$25,000 budget, and soliciting proposals in Fall 2012.

COUNCIL ACTION FORM

SUBJECT: **APPROVAL OF AMENDMENT TO THE 2011-12 CONTRACT WITH
CHILDSERVE**

BACKGROUND:

During its February 2011 budget decisions, the City Council approved a contract with ChildServe for 2011/12 in the amount of \$17,660. This allocation was split between day care for infants (\$8,660) and day care for children (\$9,000). On March 2, 2012, staff received communication from ChildServe that it is requesting a reallocation of \$4,871 from the funding for day care for infants to children's day care. This change is being requested due to higher than anticipated utilization for children between the ages of two and five.

This request will not change the total allocation of \$17,660 from the City to ChildServe for the 2011-2012 fiscal year.

ALTERNATIVES:

1. The City Council may approve ChildServe's requested reallocation of \$4,871 from the funding for infant care to children's day care.
2. The City Council may deny approval of this request.

MANAGER'S RECOMMENDED ACTION:

It is the recommendation of the City Manager that the City Council approve ChildServe's requested reallocation of \$4,871 from the funding for infant care to children's day care.



March 2, 2012

Believing in the spirit of a child.

Sheila Lundt
City Managers Office
515 Clark Avenue
Ames, Iowa 50010

Dear Sheila:

I am writing to request a change in the allocation for ASSET funds approved for day care services. City funds have been used as follows July 2011 through February 2012.

Service	\$ APPROVED	\$ SPENT	\$ Balance
Day Care-Infant	\$8,660.00	\$3,789.18	\$4,870.82
Day Care-Children	\$9,000.00	\$8,089.57	\$910.43

We have experienced higher than anticipated utilization for children 2-5 years of age and lower than anticipated utilization for infants 0-24 months of age. As a result I am requesting that \$4,870.82 be reallocated from Day Care-Infant to Day Care-Children to assure that funds are available through the end of the fiscal year for the children using the city ASSET funds. This does not change the total amount of funds requested and approved. We will have expended the funds approved for Day Care-Children from the other ASSET funding agencies by the end of the year.

We have currently served 4 children July 2011 through February 2012 with ASSET Day Care funds to include 1 infant and 3 children. All of the children reside in Story County. This change will allow us to assist two more additional children ages 2-5 years for this funding year.

Thank you for your consideration of this request.

Sincerely,

Rachelle Flory
Ames Program Manager

COUNCIL ACTION FORM

SUBJECT: AMENDMENTS TO THE CITY'S RECORDS RETENTION SCHEDULE

BACKGROUND:

The Records Retention Schedule, originally adopted in 1998, was revised in its entirety and adopted by Resolution No. 11-347 on July 12, 2011. The purpose of mandatory compliance with the Records Retention Schedule is to enable Records Stewards to provide requested documents to the public and internal customers in the most accurate and cost-efficient manner. Therefore, it is crucial that the Schedule be revised whenever records are added or deleted from a Department's/Division's inventory.

The attached table lists the additions, deletions, and/or revisions that are being presented to the City Council for approval at this time.

ALTERNATIVES:

1. Adopt a resolution approving the amendments, as listed on the attached table, to the City of Ames Records Retention Schedule.
2. Do not approve the amendments listed on the attached table, to the City of Ames Records Retention Schedule.

MANAGER'S RECOMMENDED ACTION:

It is the recommendation of the City Manager that the City Council adopt Alternative #1, adopting a resolution approving the amendments, as listed on the attached table, to the City of Ames Records Retention Schedule.

DEPARTMENT/DIVISION	ADDITION/DELETION/ REVISION	CATEGORY/RECORD TITLE	CHANGE
Table of Contents	Addition	None	Add Fire - Inspections
	Addition	None	Add Public Works - Administration
	Addition	None	Add Public Works - Airport
	Addition	None	Add Public Works - Engineering
	Addition	None	Add Public Works - GIS Division
	Revision	None	Change WPC Plant to Water & Pollution Control/WPC Plant
City Manager/City Clerk	Revision	Council Proceedings/Council Packets	Change Retention Period to Permanent and indicate electronic
	Revision	Zoning Board of Adjustment/Applications	Change Record Title to read Case Files
	Deletion	Zoning Board of Adjustment/Decisions and Orders	Combined with Case Files
Electric	Revision	Administration/EUORAB	Change Electronic Copy to Yes

Electric (Continued)	Addition	Administration/MISO - MAPP	Add MAPP Committee Dues and Assessments
	Revision	Administration/MISO - MAPP	Change Retention Period to 5 years for MAPP annual hourly load data - 10 year projection
	Revision	Administration/MISO - MAPP	Change Retention Period to 5 years for MAPP Form 3, load & generating capability data
	Revision	Administration/MISO - MAPP	Change Retention Period to 5 years for MAPP, Form 4, load & capability
	Revision	Administration/MISO - MAPP	Change Retention Period to 5 years for MAPP loss of load expectation
	Revision	Administration/MISO - MAPP	Change Retention Period to 5 years for MAPP RCO data request
	Revision	Administration/MISO - MAPP	Change Retention Period to 5 years for MAPP reserve capacity obligation study
	Revision	Administration/MISO - MAPP	Change Retention Period to 5 years for MAPP Schedule B

Electric (Continued)	Revision	Administration/MISO - MAPP	Change Retention Period to 5 years for MISO GADS, GVTC report & supporting documents
	Revision	Administration/NERC - MRO	Add MRO and delete NERC before ERO funding allocation
	Revision	Administration/NERC - MRO	Delete report after NERC long term reliability assessment...
	Revision	Administration/NERC - MRO	Delete report after NERC winter assessment...
	Revision	Administration/Production Statistics	Change the retention period for laboratory analyses reports, coal
	Addition	Administration/Production Statistics	Add GADS XEFORd.xls
	Addition	Administration/Production Statistics	Add Tower water.xls
	Addition	Administration/Production Statistics	Add Laboratory analyses reports, fly ash
	Addition	Administration/Production Statistics	Add Laboratory analyses reports, bottom ash
	Addition	Administration/Production Statistics	Add Laboratory analyses reports, coal ash

Electric (Continued)	Addition	Administration/Production Statistics	Add unit heat rates, operational.xls
	Addition	Administration/Production Statistics	Change unit capability tests.xls to unit capability tests & supporting documents.xls
	Revision	Administration/Production Statistics	Add physical and delete year-end before inventory report & supporting documents
	Revision	Administration/Production Statistics	Add GADS and delete Unit performance.xls
	Revision	Administration/Production Statistics	Delete Unit before GADS events.xls
	Revision	Administration/Production Statistics	Add “s” after unit capability test
	Revision	Administration/Production Statistics	Change retention period to July, 1994 & on
	Addition	Administration/Radiation Safety & Reporting	Add Radiation Safety before Officer activities
	Addition	Administration/Radiation Safety & Reporting	Add Radiation Safety before Officer certification
	Revision	Administration/Radiation Safety & Reporting	Add the word Safety after Procedures
	Revision	Administration/Radiation Safety & Reporting	Add the word Radiation before Safety Program Manual

Electric (Continued)	Revision	Administration/Utility Reports - State Gov	Delete IDOR municipal transfer replacement tax returns & supporting documents
	Revision	Administration/Utility Statistics	Change AMES & ISU hourly load.xls to AMES & ISU hourly loads.xls
	Revision	Administration/Utility Statistics	Delete data, 2010 after AMES & ISU hourly load
Fire Department	Revision	Building Inspection/Commercial Plans	Change Retention Period from five years to 180 days from date of completion of permitted work
Library	Revision	Administrative/Security Digital Video Recordings	Change to 14 days minimum
Parks & Recreation	Addition	Facilities	Add Daily Attendance Log
	Addition	Facilities	Add Daily Schedule Book
	Addition	Facilities	Add Facility Pass Sales
Planning & Housing	Addition	Rental Assistance Program	Add Section 8 Fraud Files (No Money Owed)
Public Works	Addition	Administration	Add Payroll Timesheets/Leave Slips, and Meal Reimbursements

Public Works (Continued)	Addition	Administration	Staff Correspondence, Miscellaneous (Not Project-Specific)
	Addition	Administration	Veterans' Memorial Brick Requests (Purchases and Donations)
	Addition	Airport	Add Grant Agreements
	Addition	Airport	Add Master Plan
	Addition	Airport	Add Service Contracts
	Addition	Engineering/Miscellaneous	Add Address Changes
	Addition	Engineering/Miscellaneous	Add Block Party Permits & Parking Waivers
	Addition	Engineering/Miscellaneous	Add Construction Project Files (DOT-Let Projects)
	Addition	Engineering/Miscellaneous	Add Construction Project Files (Non-DOT-Let Projects)
	Addition	Engineering/Miscellaneous	Add Daily Diaries or Logs
	Addition	Engineering/Miscellaneous	Add Driveway/Curb Cut Permits
	Addition	Engineering/Miscellaneous	Add MSDS Sheets
	Addition	Engineering/Miscellaneous	Add Oversize Load Permits

Public Works (Continued)	Addition	Engineering/Miscellaneous	Add Reserved Parking Contracts & Meter Hood Rentals
	Addition	Engineering/Miscellaneous	Add RFPs and RFQs - Non-CIP-Related
	Addition	Engineering/Miscellaneous	Add Right-of-Way Permits
	Addition	Engineering/Miscellaneous	Add Stormwater Site Inspections
	Addition	Engineering/Miscellaneous	Add Studies/Surveys
	Addition	Engineering/Miscellaneous	Add Subdivision Plans
	Addition	Engineering/Miscellaneous	Add Subdivision Stormwater Calculations
	Addition	Engineering/Miscellaneous	Add Municipal Separate Storm Sewer Permit
	Addition	Engineering/Miscellaneous	Add National Pollution Discharge Elimination System (NPDES) General Permit #2 Inspections
	Addition	Engineering/Miscellaneous	Add MS4 Annual Report
	Addition	Engineering/Miscellaneous	Add COSESCO
	Addition	Engineering/Miscellaneous	Storm Water Pollution Prevention Plans (SWPPPs) for construction sites

Public Works (Continued)	Addition	GIS	Add Aerial Photography
	Addition	GIS	Add As-Built and Recod Drawings to City Buildings
	Addition	GIS	Add Benchmark Books
	Addition	GIS	Add Plat books
	Addition	GIS	Add Plats of City-Owned Property
	Addition	GIS	Add Survey Notes
	Addition	GIS	Add Topography Maps and Data Sets
	Addition	GIS	Add Utility Location Data Sets
	Addition	GIS	Add Utility Strip Maps
Water & Pollution Control	Addition	Laboratory Services/Quality Assurance/Method Renewal List	New Category/Record Title
	Addition	Safety/Material Safety Data Sheets, Current/Archived	New Category/Record Title
	Addition	Safety/Safety Programs - videos, chemical, hygiene plan	New Category/Record Title

Water & Pollution Control (Continued)	Addition	Standard Operating Procedure/Department policies, analysis procedures, sampling procedures, miscellaneous	New Category/Record Title
	Addition	Equipment Manuals, EPA methods, Standard Methods, Hach procedures, organic & inorganic text books, math text books, computer manuals	New Category/Record Title

COUNCIL ACTION FORM

**SUBJECT: 2011/12 DOWNTOWN STREET PAVEMENT IMPROVEMENTS
(DOUGLAS AVENUE FROM MAIN STREET TO 7th STREET)**

BACKGROUND:

This annual program is for the rehabilitation/reconstruction of streets within the downtown area (Lincoln Way to 7th Street and Grand Avenue to Duff Avenue). The Downtown Improvements Study recommended several improvement projects in the downtown area. Since that time, Main Street, 5th Street, 6th Street, Kellogg Avenue, and Burnett Avenue have all benefited from improvement projects identified by the Downtown Improvements Study. These projects involved pavement reconstruction, rehabilitation of storm and sanitary sewers, and streetscapes.

The 2011/12 project location is Douglas Avenue (Main Street to 7th Street). This project will include replacement of the roadway pavement, replacement of the sidewalk along Kellogg Avenue, placement of a strip of colored concrete behind curb from Main Street to 6th Street, basic design for Electric including conduit and handholes, ornamental street lights (Main Street to 6th Street) as well as sanitary and storm sewer rehabilitation/replacement.

Proposals for this work were received from eight engineering firms and were evaluated according to the following criteria: Project Understanding, Design Team, Key Personnel, Previous Experience, Project Approach, Responsiveness, Ability to Perform Work, Proposed Project Design/Letting Schedule, and Estimated Contract Cost. Below is the rating information based on this evaluation:

Proposal Ratings/Rankings		
	Overall Rank	Estimated Fee
CDA	1	\$78,200
Snyder	2	\$78,700
Benesch	3	\$72,000
CGA	4	\$73,950
Bolton & Menk	5	\$66,980
WHKS	6	\$67,700
FOTH	7	\$74,400
MSA	8	\$62,425

Civil Design Advantage is being recommended to complete the design for this project due to their extensive project knowledge and approach. Their proposal included details about the project design that was reflective of their experience working in downtown Ames,

including on the reconstruction of Kellogg Avenue from Lincoln Way to Main Street, Kellogg Avenue from Main Street to 7th Street, and Main Street from Grand Avenue to Clark Avenue.

Services to be performed by the consultant include base survey, evaluation of construction techniques, preparation of plans and specifications to meet local bidding requirements, conducting public informational meetings, coordination with the City of Ames Library Expansion project, notification/coordination with right-of-way users, adjacent land owners and the Main Street Cultural District and attendance at the pre-construction meeting.

This project is included in the approved budget for \$750,000 from G.O. Bonds and \$75,000 from Electric Funds. This included an estimate for engineering services of \$120,000.

ALTERNATIVES:

1. Approve the engineering services contract with Civil Design Advantage of Grimes, Iowa, for the 2010/11 Downtown Street Pavement Improvements in an amount not to exceed \$78,200.
2. Direct staff to pursue other design options.

MANAGER'S RECOMMENDED ACTION:

By approving this engineering services contract, the survey and design for this project can commence immediately to ensure construction is best coordinated with the Library project and other downtown special events. Staff will coordinate with the adjacent land owners, including the Main Street Cultural District and the City of Ames Library Expansion project, to identify any special needs that might be accommodated during the construction process.

It is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the engineering services contract with Civil Design Advantage of Grimes, Iowa, for the 2011/12 Downtown Street Pavement Improvements in an amount not to exceed \$78,200.

COUNCIL ACTION FORM

SUBJECT: AIRPORT HANGAR LEASE RENEWALS

BACKGROUND:

The Ames Municipal Airport currently has land leases with six aircraft hangar owners; in 2012, five of the six need renewal. These leases have been renewed several times in the past with various contract lengths and terms. The City of Ames entered into a contract with Snyder & Associates Engineering to prepare an Airport Master Plan. Snyder completed an analysis of the current lease structures as part of the plan; and recommended the current lease rates.

These leases are now being adjusted and renewed for another 5 or 10 year period with forecasted rates being consistent with the adopted Airport Master Plan. Differences in the duration of the lease period are in response to specific request from the lessee; a longer term lease provides more certainty to those looking to invest and maintain their hangar building.

A general summary of the provisions within each lease include; the term of the lease, the facility is used for aviation purposes only, responsibility for all utilities, lessees must own and maintain all structures on the leased area, agree to obey all applicable codes, laws, and adopted Minimum Operating Standards of the Ames Airport, provide proof of liability insurance, and finally provision for early termination of the lease by either request of the lessee or by way of failure to pay the agreed lease amounts, etc.

The annual adjustment in lease rate is the same for all of the land leases and increases by \$0.005/sq.ft./year, ranging from approximately \$0.173 to \$0.193/sq.ft. (\$0.218 for the 10 year terms). Currently, Airport land leases in Iowa range from \$0.15 to as high as \$0.60 per square foot; land lease rates have been set for Ames to be competitive in this market. The only exception to this is the land leased by the Ames Hangar Club due to the fact that they do not have paved access to the Airport surfaces and agreed to maintain the mowing around their hangars in return for a reduced rate; they are located along the far western edge of the Airport.

Below is a table showing general statistics about each lessee as well as fees from the last year of the existing lease and the first year of the new lease.

Lessee	Land Area (sq.ft.)	Amount for 2011/12	Amount for 2012/13	Term of Lease (years)
Viking Aviation, Inc.	13,600	\$2,285.00	\$2,353.00	5
Brian Aukes	13,600	\$2,621.00	\$2,699.00	10
Craig Sommerfeld	44,436	\$7,475.00	\$7,697.00	5
Kenneth Augustine	10,800	\$1,814.00	\$1,868.00	5
Ames Hangar Club	74,564	\$2,386.00	\$2,460.00	10

Finally, it should be noted the leases with Brian Aukes and Craig Sommerfeld that were previously amended to allow private fuel storage will continue this provision. Private fuel storage is only allowed by making special request to City Council and approved through a lease amendment. These tenants have received this approval from the Council for private fueling.

Viking Aviation Inc., Brian Aukes, Craig Sommerfeld, Kenneth L. Augustine, and the Ames Hangar Club have agreed to the terms and rates established in these leases and have signed them as required. An example hangar lease has been attached to the Council Action Form.

ALTERNATIVES:

1. Approve the leases for Viking Aviation Inc., Brian Aukes, Craig Sommerfeld, Kenneth L. Augustine, and the Ames Hangar Club.
2. Reject the lease rates and establish new rates.

MANAGER'S RECOMMENDED ACTION:

The leased hangar space at the Ames Municipal Airport is an important component of the economic well-being of the Airport beyond the revenues generated. This also facilitates a significant amount of fixed-based aircraft, which can generate a larger number of daily operations critical in supporting the long-term health and vitality of the Airport.

Therefore, it is the recommendation of the City Manager that the City Council approve the leases for Viking Aviation Inc., Brian Aukes, Craig Sommerfeld, Kenneth L. Augustine, and the Ames Hangar Club.

Attachments (1)

CITY OF AMES AND ____

AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective the 1st day of April, 2012, by and between the City of Ames, Iowa, a municipal corporation, hereinafter referred to as Lessor, and _____, hereinafter referred to as Lessee.

Lessor owns and operates an airport within its corporate limits which is known as the Ames Municipal Airport, which includes certain aeronautical facilities, and is desirous of leasing to Lessee certain premises on that airport to be more fully described hereinafter, together with the right to use and enjoy individually and in common with others, the airport facilities.

In consideration of the rents and agreements herein contained, Lessor does hereby lease to Lessee and Lessee does lease from Lessor the land shown on the property plat and description attached as Parcel _ upon the following terms and conditions:

1. The term of this lease shall be for a period of five (5) years, commencing on April 1, 2007, and may be renewed by the Lessee for a five (5) year period under the same terms and conditions if a new yearly rental rate shall then be agreed to. The Lessee shall, by written notice as provided herein, advise Lessor of its intention to renew at least three (3) months prior to the expiration date of this lease. The Lessor shall have the right to terminate this lease and retake possession of the premises on not less than 180 days written notice when reasonable and necessary to Lessor's airport purposes.

2. The Lessee agrees to pay to the Lessor for the use of said premises herein mentioned, and for the nonexclusive use of other public airport facilities, including but not limited to taxiways and runways, an annual rental fee payable in full. The first annual payment is to be made on the date of the execution of this Agreement, and on each anniversary date of this Agreement so long as it shall remain in force. The Lessor agrees that all such yearly rental payments shall be used in total to support the operating budget of the Ames Municipal Airport during the year subsequent to each payment. For the first five year period, the annual rental fee is established according to the following schedule:

a. April 1, 2012 to March 31, 2013	\$ _____
b. April 1, 2013 to March 31, 2014	\$ _____
c. April 1, 2014 to March 31, 2015	\$ _____
d. April 1, 2015 to March 31, 2016	\$ _____
e. April 1, 2016 to March 31, 2017	\$ _____

3. Lessee agrees to furnish and pay for their own heat and all public utilities including but not limited to gas, water, electricity and sewage disposal service, if any; and to pay any and all taxes and/or assessments that may be levied against said premises.

4. Lessee shall use the leased premises, and the building located thereon, for the following specified purposes only:

- a. flight training school,
- b. aircraft maintenance and repair, with lubricating oil sales,
- c. aircraft rental,
- d. aircraft hangar space rental,
- e. aircraft insurance,
- f. aircraft sales and service,
- g. aircraft charter service,

provided that those activities are conducted in accordance with the Operation Standards for Ames Municipal Airport adopted by Ames City Council Resolution 97-590, November 13, 1997, as the same may be amended from time to time.

It is further provided that Lessee shall not engage in the storage, sale, or dispensing of any form of fuel on the leased premises without first entering into an addendum to this Agreement to establish relevant standards for methods of fuel storage, flowage fees, and other relevant terms and conditions to protect the public safety, preserve the public property at the airport, and foster adequate levels of service to aviators using the airport.

5. Lessee shall retain title to all structures and buildings placed upon said premises and shall have the right to remove the same upon the termination or cancellation of this lease. However, if not so removed within 180 days from the date of termination or cancellation of the lease, all such improvements shall be deemed abandoned and shall become the property of the Lessor.

6. The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

- a. Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the airport. This includes the Airport Operations Standards which may be amended from time to time by the City Manager. Lessee shall apply to the City Building Official for such permits and certificate of occupancy as may be required for the proposed use of the building on the leased premises under applicable building code and for prevention code provisions.
- b. So long as Lessee conducts its operations in a fair, reasonable and a workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.
- c. Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

- d. Lessor hereby designates the City Manager as its official representative, with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this Agreement.
- e. Notice to Lessor as herein provided shall be sufficient if sent by certified mail, postage prepaid, to the City Manager of the City of Ames at Ames, Iowa, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at Ames, Iowa, or such other address as may be designated by Lessee from time to time.
- f. Lessee shall keep the premises, as particularly described herein, clean and shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with property covers, for waste within the building or buildings now erected on said premises.

7. Lessee shall procure and maintain for the entire duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Lessee contractor's operation, and use of the leased premises. The Lessee shall pay the entire cost of such insurance.

Coverage shall, in every case, be in the following form and amounts:

General Liability: ISO Commercial General Liability coverage "occurrence" form CG 00 01, in the amount of \$1,000,000 combined single limit per occurrence of bodily injury, personal or property damage.

Automobile Liability: ISO form number CA00 01-87 covering automobile liability, Code 1 "Any Auto" in the amount of \$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Workers' Compensation: Statutory as required by the State of Iowa.

To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the City of Ames, its agents, servants, and employees against all claims, demands, and judgments made or recovered against the City for damages to real or tangible personal property, or for bodily injury or death to any person arising out of, or in connection with, this Agreement. However, the damage must have been caused solely or in the greatest part by the negligence of the Lessee, sub-lessee, or anyone directly or indirectly employed by any one of them.

Lessee shall furnish the City with certificates of insurance effecting coverage required by this clause. The certification shall provide for 30 days notice of any material change or cancellation of the policies.

8. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants and facilities on the airport.
9. The Lessor agrees to provide mowing of public grounds, but not the leased land, during the growing season as appropriate and to provide snow removal for taxi ways, runways, and public driveways as required.
10. Failure on the part of Lessee to pay the rent hereunder within thirty (30) days after the same shall become due and Lessee has been advised of said nonpayment shall authorize Lessor, at its option and without any legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises, or, at Lessor's option, the entire amount of rent, payable hereunder may be declared due and payable at once and action brought for the recovery of the same.
11. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and a reasonable time thereafter to correct same, Lessor may at once, if it so elects, terminate the same and take possession of the premises.
12. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this Agreement.
13. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.
14. Lessor reserves the right to direct and control all activities of Lessee in connection with the use of the landing area, and all the public owned facilities of the airport, and agrees to perform all normal maintenance and upkeep on the landing area, and to maintain all publicly owned facilities in repair.
15. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.
16. Leased land used for the purpose of parking aircraft must be on paved surfaces as approved by the Lessor. Outside storage of damaged or salvaged aircraft shall not be permitted.
17. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.
18. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

19. The Lessee, in the operation and use of the leased premises, and the Ames Municipal Airport will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any persons or group of persons in any manner prohibited by Part 15 of the Federal Aviation regulations, and Lessor and the United States Government shall have the right to take such action as the government may direct to enforce this paragraph.

20. This lease shall not be assigned, transferred, or subleased in any form without the prior written approval of the Lessor. Such approval shall not be unreasonably withheld unless the provisions of this lease are altered to the extent that the Lessor's rights as herein specified would be diminished.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

CITY OF AMES, IOWA

By: _____
Ann H. Campbell, Mayor

By: _____

Approved as to Form

By: _____
Douglas R. Marek, City Attorney

Attachment: Plat of Leased Area

CITY OF AMES AND AMES HANGAR CLUB, INC.

AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective the 1st day of April, 2012, by and between the City of Ames, Iowa, a municipal corporation, hereinafter referred to as Lessor, and Ames Hangar Club, Inc., hereinafter referred to as Lessee.

Lessor owns and operates an airport within its corporate limits which is known as the Ames Municipal Airport, which includes certain aeronautical facilities, and is desirous of leasing to Lessee certain premises on that airport to be more fully described hereinafter, together with the right to use and enjoy individually and in common with others, the airport facilities.

In consideration of the rents and agreements herein contained, Lessor does hereby lease to Lessee and Lessee does lease from Lessor the land shown on the property plat and description attached as Parcel G-1 upon the following terms and conditions:

1. The term of this lease shall be for a period of ten (10) years, commencing on April 1, 2012, and may be renewed by the Lessee for a five (5) year period under the same terms and conditions if a new yearly rental rate shall then be agreed to. The Lessee shall, by written notice as provided herein, advise Lessor of its intention to renew at least three (3) months prior to the expiration date of this lease. The Lessor shall have the right to terminate this lease and retake possession of the premises on not less than 180 days written notice when reasonable and necessary to Lessor's airport purposes.

2. The Lessee agrees to pay to the Lessor for the use of said premises herein mentioned, and for the nonexclusive use of other public airport facilities, including but not limited to taxiways and runways, an annual rental fee payable in full. The first annual payment is to be made on the date of the execution of this Agreement, and on each anniversary date of this Agreement so long as it shall remain in force. The Lessor agrees that all such yearly rental payments shall be used in total to support the operating budget of the Ames Municipal Airport during the year subsequent to each payment. For the first five year period, the annual rental fee is established according to the following schedule:

a. April 1, 2012 to March 31, 2013	\$ 2,460.00
b. April 1, 2013 to March 31, 2014	\$ 2,534.00
c. April 1, 2014 to March 31, 2015	\$ 2,609.00
d. April 1, 2015 to March 31, 2016	\$ 2,683.00
e. April 1, 2016 to March 31, 2017	\$ 2,758.00
f. April 1, 2017 to March 31, 2018	\$ 2,832.00
g. April 1, 2018 to March 31, 2019	\$ 2,907.00
h. April 1, 2019 to March 31, 2020	\$ 2,981.00
i. April 1, 2020 to March 31, 2021	\$ 3,056.00
j. April 1, 2021 to March 31, 2022	\$ 3,130.00

3. Lessee agrees to furnish and pay for their own heat and all public utilities including but not limited to gas, water, electricity and sewage disposal service, if any; and to pay any and all taxes and/or assessments that may be levied against said premises.

4. Lessee shall use the leased premises, and the building located thereon, for the following specified purposes only:

- a. flight training school,
- b. aircraft maintenance and repair, with lubricating oil sales,
- c. aircraft rental,
- d. aircraft hangar space rental,
- e. aircraft insurance,
- f. aircraft sales and service,
- g. aircraft charter service,

provided that those activities are conducted in accordance with the Operation Standards for Ames Municipal Airport adopted by Ames City Council Resolution 97-590, November 13, 1997, as the same may be amended from time to time.

It is further provided that Lessee shall not engage in the storage, sale, or dispensing of any form of fuel on the leased premises without first entering into an addendum to this Agreement to establish relevant standards for methods of fuel storage, flowage fees, and other relevant terms and conditions to protect the public safety, preserve the public property at the airport, and foster adequate levels of service to aviators using the airport.

5. Lessee shall retain title to all structures and buildings placed upon said premises and shall have the right to remove the same upon the termination or cancellation of this lease. However, if not so removed within 180 days from the date of termination or cancellation of the lease, all such improvements shall be deemed abandoned and shall become the property of the Lessor.

6. The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

- a. Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the airport. This includes the Airport Operations Standards which may be amended from time to time by the City Manager. Lessee shall apply to the City Building Official for such permits and certificate of occupancy as may be required for the proposed use of the building on the leased premises under applicable building code and for prevention code provisions.

- b. So long as Lessee conducts its operations in a fair, reasonable and a workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.
- c. Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.
- d. Lessor hereby designates the City Manager as its official representative, with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this Agreement.
- e. Notice to Lessor as herein provided shall be sufficient if sent by certified mail, postage prepaid, to the City Manager of the City of Ames at Ames, Iowa, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at Ames, Iowa, or such other address as may be designated by Lessee from time to time.
- f. Lessee shall keep the premises, as particularly described herein, clean and shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with property covers, for waste within the building or buildings now erected on said premises.

7. Lessee shall procure and maintain for the entire duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Lessee contractor's operation, and use of the leased premises. The Lessee shall pay the entire cost of such insurance.

Coverage shall, in every case, be in the following form and amounts:

General Liability: ISO Commercial General Liability coverage "occurrence" form CG 00 01, in the amount of \$1,000,000 combined single limit per occurrence of bodily injury, personal or property damage.

Automobile Liability: ISO form number CA00 01-87 covering automobile liability, Code 1 "Any Auto" in the amount of \$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Workers' Compensation: Statutory as required by the State of Iowa.

To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the City of Ames, its agents, servants, and employees against all claims, demands, and judgments

made or recovered against the City for damages to real or tangible personal property, or for bodily injury or death to any person arising out of, or in connection with, this Agreement. However, the damage must have been caused solely or in the greatest part by the negligence of the Lessee, sub-lessee, or anyone directly or indirectly employed by any one of them.

Lessee shall furnish the City with certificates of insurance effecting coverage required by this clause. The certification shall provide for 30 days notice of any material change or cancellation of the policies.

8. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants and facilities on the airport.

9. The Lessor agrees to provide mowing of public grounds, but not the leased land, during the growing season as appropriate and to provide snow removal for taxi ways, runways, and public driveways as required.

10. Failure on the part of Lessee to pay the rent hereunder within thirty (30) days after the same shall become due and Lessee has been advised of said nonpayment shall authorize Lessor, at its option and without any legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises, or, at Lessor's option, the entire amount of rent, payable hereunder may be declared due and payable at once and action brought for the recovery of the same.

11. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and a reasonable time thereafter to correct same, Lessor may at once, if it so elects, terminate the same and take possession of the premises.

12. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this Agreement.

13. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

14. Lessor reserves the right to direct and control all activities of Lessee in connection with the use of the landing area, and all the public owned facilities of the airport, and agrees to perform all normal maintenance and upkeep on the landing area, and to maintain all publicly owned facilities in repair.

15. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

16. Leased land used for the purpose of parking aircraft must be on paved surfaces as approved by the Lessor. Outside storage of damaged or salvaged aircraft shall not be permitted.

17. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.

18. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

19. The Lessee, in the operation and use of the leased premises, and the Ames Municipal Airport will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any persons or group of persons in any manner prohibited by Part 15 of the Federal Aviation regulations, and Lessor and the United States Government shall have the right to take such action as the government may direct to enforce this paragraph.

20. This lease shall not be assigned, transferred, or subleased in any form without the prior written approval of the Lessor. Such approval shall not be unreasonably withheld unless the provisions of this lease are altered to the extent that the Lessor's rights as herein specified would be diminished.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

CITY OF AMES, IOWA

AMES HANGAR CLUB

By: _____
Ann H. Campbell, Mayor

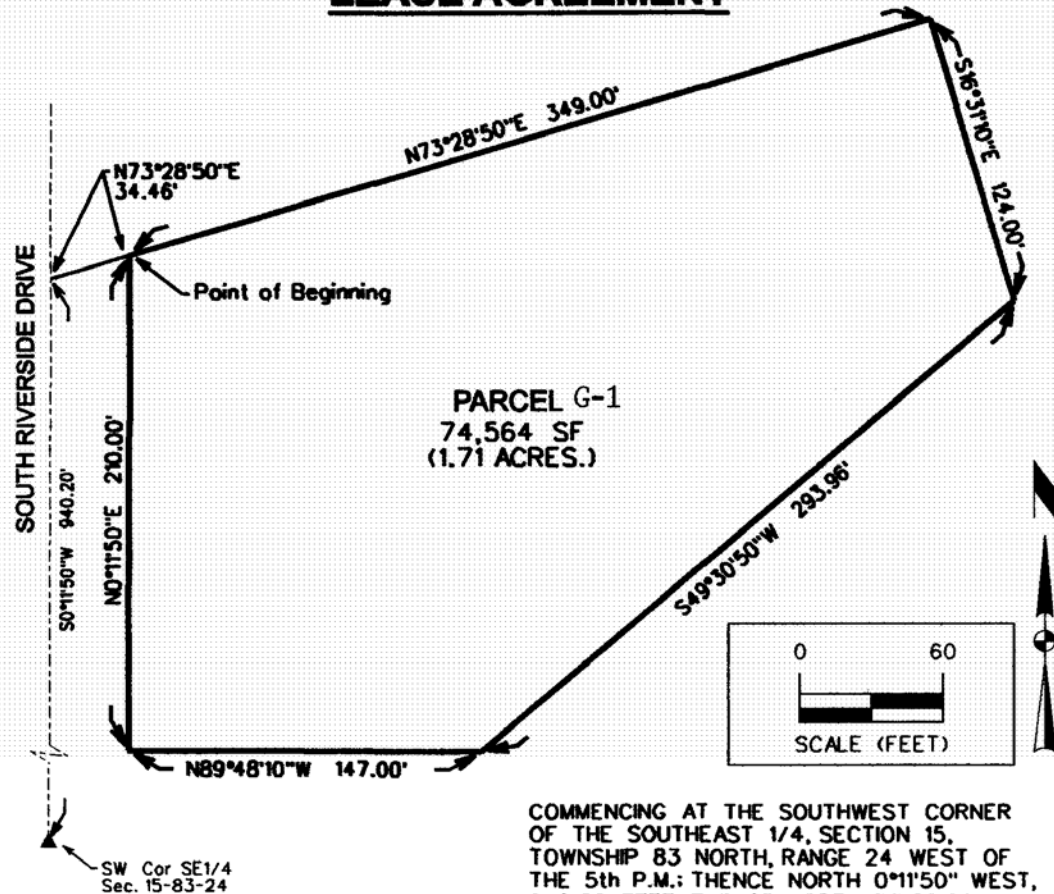
By: _____
Dirk J. Scholten, President

Approved as to Form:

By: _____
Douglas R. Marek, City Attorney

Attachment: Plat of Leased Area

LEASE AGREEMENT



LEGEND

Survey

Section Corner
1/2" Rebar, Cap # 11579
(Unless Otherwise Noted)
Platted Distance
Measured Bearing & Distance
Recorded As
Jeod Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

Found

▲
●
P
M
R
D
C

Set

△
○

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5th P.M.; THENCE NORTH 0°11'50" WEST, 940.20 FEET; THENCE NORTH 73°28'50" EAST, 34.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 73°28'50" EAST, 349.00 FEET; THENCE SOUTH 16°31'10" EAST, 124.00 FEET; THENCE SOUTH 49°30'50" WEST, 293.96 FEET; THENCE NORTH 89°48'10" WEST, 147.00 FEET; THENCE NORTH 0°11'50" EAST, 210.00 FEET TO THE POINT OF BEGINNING, ALL LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5th P.M., IN THE CITY OF AMES, STORY COUNTY, IOWA AND CONTAINING 1.71 ACRES (74,564 SF) MORE OR LESS

AMES AIRPORT LEASE AGREEMENT

LEASE AGREEMENT



SNYDER & ASSOCIATES
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 1

PN: 106.0282

PR:

DATE: 02/18/07

TECH: SLW

CITY OF AMES AND BRIAN AUKES

AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective the 1st day of April, 2012, by and between the City of Ames, Iowa, a municipal corporation, hereinafter referred to as Lessor, and Brian Aukes, hereinafter referred to as Lessee.

Lessor owns and operates an airport within its corporate limits which is known as the Ames Municipal Airport, which includes certain aeronautical facilities, and is desirous of leasing to Lessee certain premises on that airport to be more fully described hereinafter, together with the right to use and enjoy individually and in common with others, the airport facilities.

In consideration of the rents and agreements herein contained, Lessor does hereby lease to Lessee and Lessee does lease from Lessor the land shown on the property plat and description attached as Parcel N upon the following terms and conditions:

1. The term of this lease shall be for a period of ten (10) years, commencing on April 1, 2012, and may be renewed by the Lessee for a five (5) year period under the same terms and conditions if a new yearly rental rate shall then be agreed to. The Lessee shall, by written notice as provided herein, advise Lessor of its intention to renew at least three (3) months prior to the expiration date of this lease. The Lessor shall have the right to terminate this lease and retake possession of the premises on not less than 180 days written notice when reasonable and necessary to Lessor's airport purposes.

2. The Lessee agrees to pay to the Lessor for the use of said premises herein mentioned, and for the nonexclusive use of other public airport facilities, including but not limited to taxiways and runways, an annual rental fee payable in full. The first annual payment is to be made on the date of the execution of this Agreement, and on each anniversary date of this Agreement so long as it shall remain in force. The Lessor agrees that all such yearly rental payments shall be used in total to support the operating budget of the Ames Municipal Airport during the year subsequent to each payment. For the first five year period, the annual rental fee is established according to the following schedule:

a. April 1, 2012 to March 31, 2013	\$ 2,699.00
b. April 1, 2013 to March 31, 2014	\$ 2,777.00
c. April 1, 2014 to March 31, 2015	\$ 2,855.00
d. April 1, 2015 to March 31, 2016	\$ 2,933.00
e. April 1, 2016 to March 31, 2017	\$ 3,011.00
f. April 1, 2017 to March 31, 2018	\$ 3,089.00
g. April 1, 2018 to March 31, 2019	\$ 3,167.00
h. April 1, 2019 to March 31, 2020	\$ 3,245.00
i. April 1, 2020 to March 31, 2021	\$ 3,323.00
j. April 1, 2021 to March 31, 2022	\$ 3,401.00

3. Lessee agrees to furnish and pay for their own heat and all public utilities including but not limited to gas, water, electricity and sewage disposal service, if any; and to pay any and all taxes and/or assessments that may be levied against said premises.

4. Lessee shall use the leased premises, and the building located thereon, for the following specified purposes only:

- a. flight training school,
- b. aircraft maintenance and repair, with lubricating oil sales,
- c. aircraft rental,
- d. aircraft hangar space rental,
- e. aircraft insurance,
- f. aircraft sales and service,
- g. aircraft charter service,

provided that those activities are conducted in accordance with the Operation Standards for Ames Municipal Airport adopted by Ames City Council Resolution 97-590, November 13, 1997, as the same may be amended from time to time.

5. Lessor may store and dispense fuel on the leased premises only in accordance with a valid City of Ames Self-Fueling Permit authorizing such activity, and subject to the following standards:

- a. National Fire Protection Association (NFPA) 407, *Standard for Aircraft Fuel Servicing*,
- b. Federal Aviation Administration (FAA) Airport Circular: AC 150/5230-4, *Aircraft Fuel Storage, Handling and Dispensing on Airports*,
- c. Ames Municipal Airport Master Plan, Appendix B, *Standards and Requirements for Self-Fueling*,
- d. Any operator of a private fuel storage tank, prior to engaging in any fuel storage or dispensing, shall first complete a Fire Safety Training Course that complies with the standards established by 14 CFR section 139.321(e)(1).

6. Lessee shall retain title to all structures and buildings placed upon said premises and shall have the right to remove the same upon the termination or cancellation of this lease. However, if not so removed within 180 days from the date of termination or cancellation of the lease, all such improvements shall be deemed abandoned and shall become the property of the Lessor.

7. The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

- a. Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the airport. This includes the Airport Operations Standards which may be amended from time to time by the City Manager. Lessee shall apply to the City Building Official for such permits and certificate of occupancy as may be required for the proposed use of the building on the leased premises under applicable building code and for prevention code provisions.
- b. So long as Lessee conducts its operations in a fair, reasonable and a workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.
- c. Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.
- d. Lessor hereby designates the City Manager as its official representative, with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this Agreement.
- e. Notice to Lessor as herein provided shall be sufficient if sent by certified mail, postage prepaid, to the City Manager of the City of Ames at Ames, Iowa, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at Ames, Iowa, or such other address as may be designated by Lessee from time to time.
- f. Lessee shall keep the premises, as particularly described herein, clean and shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with property covers, for waste within the building or buildings now erected on said premises.

8. Lessee shall procure and maintain for the entire duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Lessee contractor's operation, and use of the leased premises. The Lessee shall pay the entire cost of such insurance.

Coverage shall, in every case, be in the following form and amounts:

General Liability: ISO Commercial General Liability coverage "occurrence" form CG 00 01, in the amount of \$1,000,000 combined single limit per occurrence of bodily injury, personal or property damage.

Automobile Liability: ISO form number CA00 01-87 covering automobile liability, Code 1 "Any Auto" in the amount of \$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Workers' Compensation: Statutory as required by the State of Iowa.

To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the City of Ames, its agents, servants, and employees against all claims, demands, and judgments made or recovered against the City for damages to real or tangible personal property, or for bodily injury or death to any person arising out of, or in connection with, this Agreement. However, the damage must have been caused solely or in the greatest part by the negligence of the Lessee, sub-lessee, or anyone directly or indirectly employed by any one of them.

Lessee shall furnish the City with certificates of insurance effecting coverage required by this clause. The certification shall provide for 30 days notice of any material change or cancellation of the policies.

9. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants and facilities on the airport.

10. The Lessor agrees to provide mowing of public grounds, but not the leased land, during the growing season as appropriate and to provide snow removal for taxi ways, runways, and public driveways as required.

11. Failure on the part of Lessee to pay the rent hereunder within thirty (30) days after the same shall become due and Lessee has been advised of said nonpayment shall authorize Lessor, at its option and without any legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises, or, at Lessor's option, the entire amount of rent, payable hereunder may be declared due and payable at once and action brought for the recovery of the same.

12. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and a reasonable time thereafter to correct same, Lessor may at once, if it so elects, terminate the same and take possession of the premises.

13. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this Agreement.

14. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

15. Lessor reserves the right to direct and control all activities of Lessee in connection with the use of the landing area, and all the public owned facilities of the airport, and agrees to perform all normal maintenance and upkeep on the landing area, and to maintain all publicly owned facilities in repair.

16. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

17. Leased land used for the purpose of parking aircraft must be on paved surfaces as approved by the Lessor. Outside storage of damaged or salvaged aircraft shall not be permitted.

18. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.

19. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

20. The Lessee, in the operation and use of the leased premises, and the Ames Municipal Airport will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any persons or group of persons in any manner prohibited by Part 15 of the Federal Aviation regulations, and Lessor and the United States Government shall have the right to take such action as the government may direct to enforce this paragraph.

21. This lease shall not be assigned, transferred, or subleased in any form without the prior written approval of the Lessor. Such approval shall not be unreasonably withheld unless the provisions of this lease are altered to the extent that the Lessor's rights as herein specified would be diminished.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

CITY OF AMES, IOWA

BRIAN AUKES

By: _____
Ann H. Campbell, Mayor

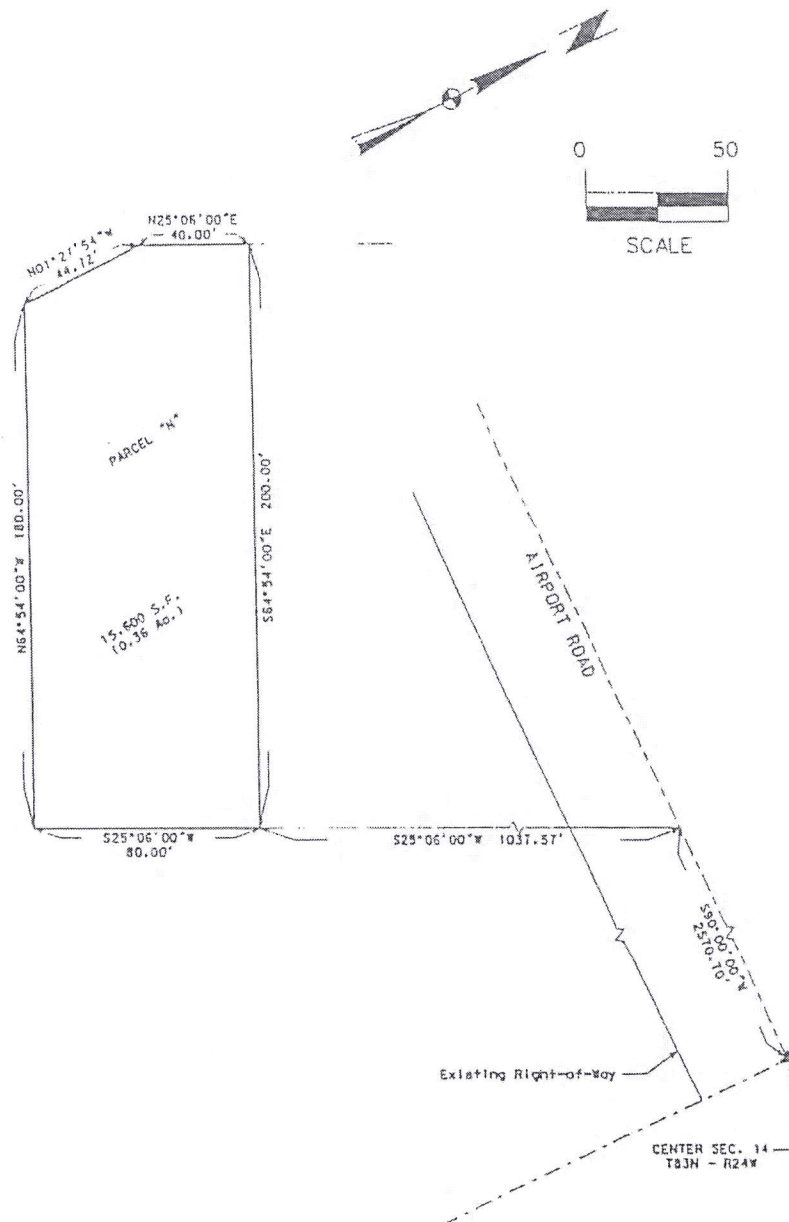
By: _____
Brian Aukes

Approved as to Form:

By: _____
Douglas R. Marek, City Attorney

Attachment: Plat of Leased Area

LEASE AGREEMENT PLAT



COMMENCING AT THE CENTER SECTION 14, TOWNSHIP 83 NORTH, RANGE 24 WEST; THENCE SOUTH 90°00'00" WEST (ASSUMED) 2570.70 FEET ALONG THE CENTERLINE OF SECTION 14; THENCE SOUTH 25°06'00" WEST, 1037.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 25°06'00" WEST, 80.00 FEET; THENCE NORTH 64°54'00" WEST, 180.00 FEET; THENCE NORTH 1°27'54" WEST, 44.72 FEET; THENCE NORTH 25°06'00" EAST, 40.00 FEET; THENCE SOUTH 64°54'00" EAST, 200.00 FEET TO THE POINT OF BEGINNING, ALL LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., IN THE CITY OF AMES, STORY COUNTY, IOWA AND CONTAINING (15,600 SQ. FT.) MORE OR LESS.

AMES AIRPORT

PARCEL "N"

SHEET OF

PN967124 FH



SNYDER & ASSOCIATES

ENGINEERS
PLANNERS

501 S.W. ORALABOR ROAD
ANKENY, IA 50021 (515) 964-2020

DATE: MARCH 1997

TECH: KLM

CITY OF AMES AND CRAIG SOMMERFELD

AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective the 1st day of April, 2012, by and between the City of Ames, Iowa, a municipal corporation, hereinafter referred to as Lessor, and Craig Sommerfeld, hereinafter referred to as Lessee.

Lessor owns and operates an airport within its corporate limits which is known as the Ames Municipal Airport, which includes certain aeronautical facilities, and is desirous of leasing to Lessee certain premises on that airport to be more fully described hereinafter, together with the right to use and enjoy individually and in common with others, the airport facilities.

In consideration of the rents and agreements herein contained, Lessor does hereby lease to Lessee and Lessee does lease from Lessor the land shown on the property plat and description attached as Parcel H upon the following terms and conditions:

1. The term of this lease shall be for a period of five (5) years, commencing on April 1, 2012, and may be renewed by the Lessee for a five (5) year period under the same terms and conditions if a new yearly rental rate shall then be agreed to. The Lessee shall, by written notice as provided herein, advise Lessor of its intention to renew at least three (3) months prior to the expiration date of this lease. The Lessor shall have the right to terminate this lease and retake possession of the premises on not less than 180 days written notice when reasonable and necessary to Lessor's airport purposes.

2. The Lessee agrees to pay to the Lessor for the use of said premises herein mentioned, and for the nonexclusive use of other public airport facilities, including but not limited to taxiways and runways, an annual rental fee payable in full. The first annual payment is to be made on the date of the execution of this Agreement, and on each anniversary date of this Agreement so long as it shall remain in force. The Lessor agrees that all such yearly rental payments shall be used in total to support the operating budget of the Ames Municipal Airport during the year subsequent to each payment. For the first five year period, the annual rental fee is established according to the following schedule:

a. April 1, 2012 to March 31, 2013	\$ 7,697.00
b. April 1, 2013 to March 31, 2014	\$ 7,920.00
c. April 1, 2014 to March 31, 2015	\$ 8,142.00
d. April 1, 2015 to March 31, 2016	\$ 8,365.00
e. April 1, 2016 to March 31, 2017	\$ 8,587.00

3. Lessee agrees to furnish and pay for their own heat and all public utilities including but not limited to gas, water, electricity and sewage disposal service, if any; and to pay any and all taxes and/or assessments that may be levied against said premises.

4. Lessee shall use the leased premises, and the building located thereon, for the following specified purposes only:

- a. flight training school,
- b. aircraft maintenance and repair, with lubricating oil sales,
- c. aircraft rental,
- d. aircraft hangar space rental,
- e. aircraft insurance,
- f. aircraft sales and service,
- g. aircraft charter service,

provided that those activities are conducted in accordance with the Operation Standards for Ames Municipal Airport adopted by Ames City Council Resolution 97-590, November 13, 1997, as the same may be amended from time to time.

5. Lessor may store and dispense fuel on the leased premises only in accordance with a valid City of Ames Self-Fueling Permit authorizing such activity, and subject to the following standards:

- a. National Fire Protection Association (NFPA) 407, *Standard for Aircraft Fuel Servicing*,
- b. Federal Aviation Administration (FAA) Airport Circular: AC 150/5230-4, *Aircraft Fuel Storage, Handling and Dispensing on Airports*,
- c. Ames Municipal Airport Master Plan, Appendix B, *Standards and Requirements for Self-Fueling*,
- d. Any operator of a private fuel storage tank, prior to engaging in any fuel storage or dispensing, shall first complete a Fire Safety Training Course that complies with the standards established by 14 CFR section 139.321(e)(1).

6. Lessee shall retain title to all structures and buildings placed upon said premises and shall have the right to remove the same upon the termination or cancellation of this lease. However, if not so removed within 180 days from the date of termination or cancellation of the lease, all such improvements shall be deemed abandoned and shall become the property of the Lessor.

7. The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

- a. Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the

conduct of operations at the airport. This includes the Airport Operations Standards which may be amended from time to time by the City Manager. Lessee shall apply to the City Building Official for such permits and certificate of occupancy as may be required for the proposed use of the building on the leased premises under applicable building code and for prevention code provisions.

- b. So long as Lessee conducts its operations in a fair, reasonable and a workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.
- c. Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.
- d. Lessor hereby designates the City Manager as its official representative, with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this Agreement.
- e. Notice to Lessor as herein provided shall be sufficient if sent by certified mail, postage prepaid, to the City Manager of the City of Ames at Ames, Iowa, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at Ames, Iowa, or such other address as may be designated by Lessee from time to time.
- f. Lessee shall keep the premises, as particularly described herein, clean and shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with property covers, for waste within the building or buildings now erected on said premises.

8. Lessee shall procure and maintain for the entire duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Lessee contractor's operation, and use of the leased premises. The Lessee shall pay the entire cost of such insurance.

Coverage shall, in every case, be in the following form and amounts:

General Liability: ISO Commercial General Liability coverage "occurrence" form CG 00 01, in the amount of \$1,000,000 combined single limit per occurrence of bodily injury, personal or property damage.

Automobile Liability: ISO form number CA00 01-87 covering automobile liability, Code 1 "Any Auto" in the amount of \$500,000 combined single

limit per occurrence for bodily injury, personal injury, and property damage.

Workers' Compensation: Statutory as required by the State of Iowa.

To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the City of Ames, its agents, servants, and employees against all claims, demands, and judgments made or recovered against the City for damages to real or tangible personal property, or for bodily injury or death to any person arising out of, or in connection with, this Agreement. However, the damage must have been caused solely or in the greatest part by the negligence of the Lessee, sub-lessee, or anyone directly or indirectly employed by any one of them.

Lessee shall furnish the City with certificates of insurance effecting coverage required by this clause. The certification shall provide for 30 days notice of any material change or cancellation of the policies.

9. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants and facilities on the airport.

10. The Lessor agrees to provide mowing of public grounds, but not the leased land, during the growing season as appropriate and to provide snow removal for taxi ways, runways, and public driveways as required.

11. Failure on the part of Lessee to pay the rent hereunder within thirty (30) days after the same shall become due and Lessee has been advised of said nonpayment shall authorize Lessor, at its option and without any legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises, or, at Lessor's option, the entire amount of rent, payable hereunder may be declared due and payable at once and action brought for the recovery of the same.

12. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and a reasonable time thereafter to correct same, Lessor may at once, if it so elects, terminate the same and take possession of the premises.

13. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this Agreement.

14. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

15. Lessor reserves the right to direct and control all activities of Lessee in connection with the use of the landing area, and all the public owned facilities of the airport, and agrees to perform all normal maintenance and upkeep on the landing area, and to maintain all publicly owned facilities in repair.

16. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

17. Leased land used for the purpose of parking aircraft must be on paved surfaces as approved by the Lessor. Outside storage of damaged or salvaged aircraft shall not be permitted.

18. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.

19. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

20. The Lessee, in the operation and use of the leased premises, and the Ames Municipal Airport will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any persons or group of persons in any manner prohibited by Part 15 of the Federal Aviation regulations, and Lessor and the United States Government shall have the right to take such action as the government may direct to enforce this paragraph.

21. This lease shall not be assigned, transferred, or subleased in any form without the prior written approval of the Lessor. Such approval shall not be unreasonably withheld unless the provisions of this lease are altered to the extent that the Lessor's rights as herein specified would be diminished.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

CITY OF AMES, IOWA

CRAIG SOMMERFELD

By: _____
Ann H. Campbell, Mayor

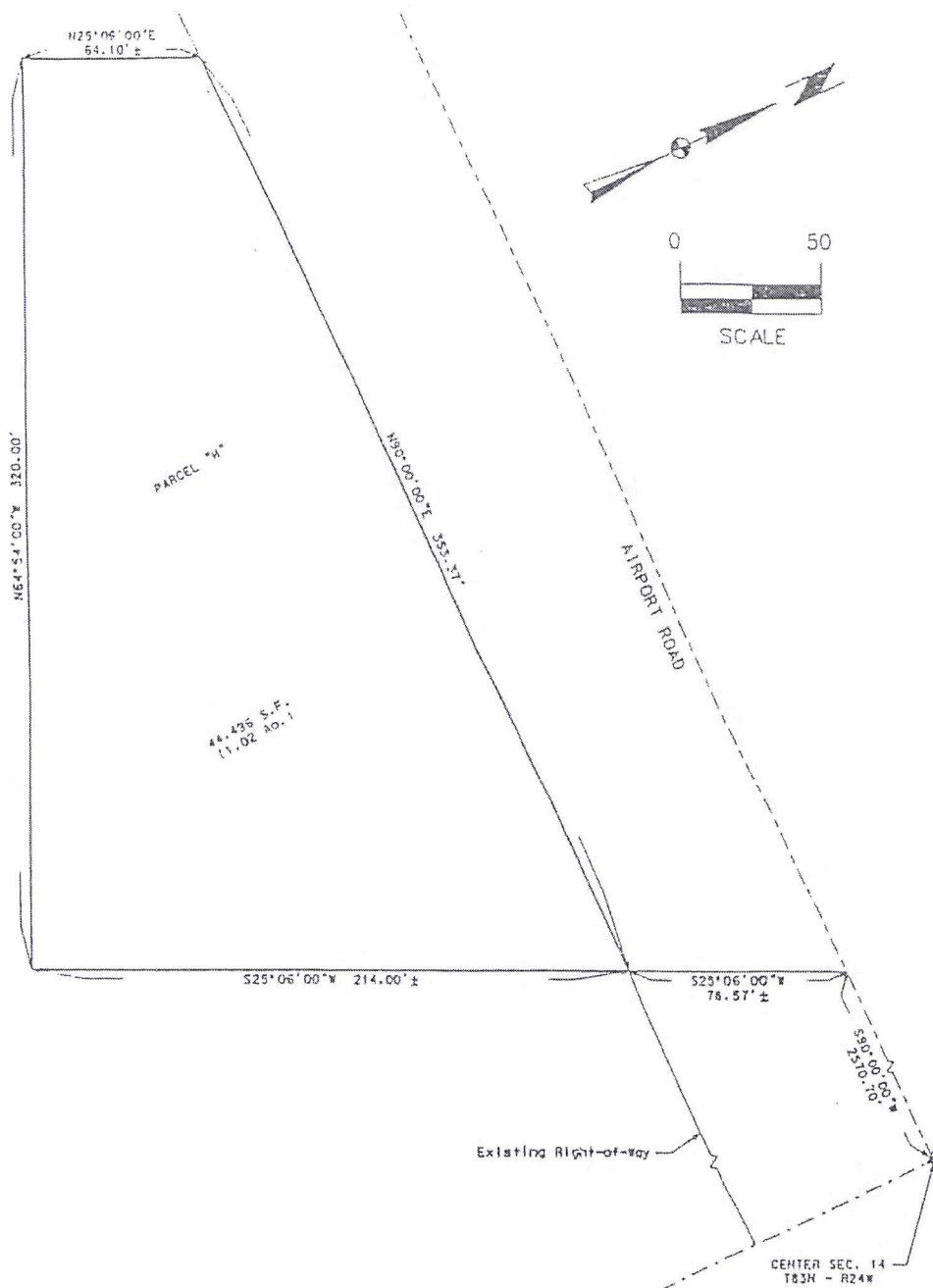
By: _____
Craig Sommerfeld

Approved as to Form:

By: _____
Douglas R. Marek, City Attorney

Attachment: Plat of Leased Area

LEASE AGREEMENT PLAT



COMMENCING AT THE CENTER SECTION 14, TOWNSHIP 83 NORTH, RANGE 24 WEST; THENCE SOUTH 90°00'00" WEST (ASSUMED), 2570.70 FEET ALONG THE CENTERLINE OF SECTION 14; THENCE SOUTH 25°06'00" WEST 78.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 25°06'00" WEST, 214.00 FEET; THENCE NORTH 64°54'00" WEST, 320.00 FEET; THENCE NORTH 25°06'00" EAST, 64.10 FEET; THENCE NORTH 90°00'00" EAST, 353.37 FEET TO THE POINT OF BEGINNING, ALL LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., IN THE CITY OF AMES, STORY COUNTY, IOWA AND CONTAINING (44,496 SQ. FT.) MORE OR LESS.

AMES AIRPORT

PARCEL "H"

SHEET OF

PN 96712A FH



SNYDER & ASSOCIATES

ENGINEERS
PLANNERS

501 S.W. ORALABOR ROAD
AMES, IA 50021 (515) 964-2020

DATE: MARCH 1997

TECH: KLM

CITY OF AMES AND VIKING AVIATION, INC.

AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective the 1st day of April, 2012, by and between the City of Ames, Iowa, a municipal corporation, hereinafter referred to as Lessor, and Viking Aviation, Inc., hereinafter referred to as Lessee.

Lessor owns and operates an airport within its corporate limits which is known as the Ames Municipal Airport, which includes certain aeronautical facilities, and is desirous of leasing to Lessee certain premises on that airport to be more fully described hereinafter, together with the right to use and enjoy individually and in common with others, the airport facilities.

In consideration of the rents and agreements herein contained, Lessor does hereby lease to Lessee and Lessee does lease from Lessor the land shown on the property plat and description attached as Parcel M upon the following terms and conditions:

1. The term of this lease shall be for a period of five (5) years, commencing on April 1, 2007, and may be renewed by the Lessee for a five (5) year period under the same terms and conditions if a new yearly rental rate shall then be agreed to. The Lessee shall, by written notice as provided herein, advise Lessor of its intention to renew at least three (3) months prior to the expiration date of this lease. The Lessor shall have the right to terminate this lease and retake possession of the premises on not less than 180 days written notice when reasonable and necessary to Lessor's airport purposes.

2. The Lessee agrees to pay to the Lessor for the use of said premises herein mentioned, and for the nonexclusive use of other public airport facilities, including but not limited to taxiways and runways, an annual rental fee payable in full. The first annual payment is to be made on the date of the execution of this Agreement, and on each anniversary date of this Agreement so long as it shall remain in force. The Lessor agrees that all such yearly rental payments shall be used in total to support the operating budget of the Ames Municipal Airport during the year subsequent to each payment. For the first five year period, the annual rental fee is established according to the following schedule:

a. April 1, 2012 to March 31, 2013	\$ 2,353.00
b. April 1, 2013 to March 31, 2014	\$ 2,421.00
c. April 1, 2014 to March 31, 2015	\$ 2,489.00
d. April 1, 2015 to March 31, 2016	\$ 2,557.00
e. April 1, 2016 to March 31, 2017	\$ 2,625.00

3. Lessee agrees to furnish and pay for their own heat and all public utilities including but not limited to gas, water, electricity and sewage disposal service, if any; and to pay any and all taxes and/or assessments that may be levied against said premises.

4. Lessee shall use the leased premises, and the building located thereon, for the following specified purposes only:

- a. flight training school,
- b. aircraft maintenance and repair, with lubricating oil sales,
- c. aircraft rental,
- d. aircraft hangar space rental,
- e. aircraft insurance,
- f. aircraft sales and service,
- g. aircraft charter service,

provided that those activities are conducted in accordance with the Operation Standards for Ames Municipal Airport adopted by Ames City Council Resolution 97-590, November 13, 1997, as the same may be amended from time to time.

It is further provided that Lessee shall not engage in the storage, sale, or dispensing of any form of fuel on the leased premises without first entering into an addendum to this Agreement to establish relevant standards for methods of fuel storage, flowage fees, and other relevant terms and conditions to protect the public safety, preserve the public property at the airport, and foster adequate levels of service to aviators using the airport.

5. Lessee shall retain title to all structures and buildings placed upon said premises and shall have the right to remove the same upon the termination or cancellation of this lease. However, if not so removed within 180 days from the date of termination or cancellation of the lease, all such improvements shall be deemed abandoned and shall become the property of the Lessor.

6. The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

- a. Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules, and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the airport. This includes the Airport Operations Standards which may be amended from time to time by the City Manager. Lessee shall apply to the City Building Official for such permits and certificate of occupancy as may be required for the proposed use of the building on the leased premises under applicable building code and for prevention code provisions.
- b. So long as Lessee conducts its operations in a fair, reasonable and a workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.
- c. Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

- d. Lessor hereby designates the City Manager as its official representative, with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this Agreement.
- e. Notice to Lessor as herein provided shall be sufficient if sent by certified mail, postage prepaid, to the City Manager of the City of Ames at Ames, Iowa, and notice to Lessee in the same manner, shall likewise be sufficient if addressed to Lessee at Ames, Iowa, or such other address as may be designated by Lessee from time to time.
- f. Lessee shall keep the premises, as particularly described herein, clean and shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with property covers, for waste within the building or buildings now erected on said premises.

7. Lessee shall procure and maintain for the entire duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Lessee contractor's operation, and use of the leased premises. The Lessee shall pay the entire cost of such insurance.

Coverage shall, in every case, be in the following form and amounts:

General Liability: ISO Commercial General Liability coverage "occurrence" form CG 00 01, in the amount of \$1,000,000 combined single limit per occurrence of bodily injury, personal or property damage.

Automobile Liability: ISO form number CA00 01-87 covering automobile liability, Code 1 "Any Auto" in the amount of \$500,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Workers' Compensation: Statutory as required by the State of Iowa.

To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the City of Ames, its agents, servants, and employees against all claims, demands, and judgments made or recovered against the City for damages to real or tangible personal property, or for bodily injury or death to any person arising out of, or in connection with, this Agreement. However, the damage must have been caused solely or in the greatest part by the negligence of the Lessee, sub-lessee, or anyone directly or indirectly employed by any one of them.

Lessee shall furnish the City with certificates of insurance effecting coverage required by this clause. The certification shall provide for 30 days notice of any material change or cancellation of the policies.

8. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants and facilities on the airport.

9. The Lessor agrees to provide mowing of public grounds, but not the leased land, during the growing season as appropriate and to provide snow removal for taxi ways, runways, and public driveways as required.

10. Failure on the part of Lessee to pay the rent hereunder within thirty (30) days after the same shall become due and Lessee has been advised of said nonpayment shall authorize Lessor, at its option and without any legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises, or, at Lessor's option, the entire amount of rent, payable hereunder may be declared due and payable at once and action brought for the recovery of the same.

11. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and a reasonable time thereafter to correct same, Lessor may at once, if it so elects, terminate the same and take possession of the premises.

12. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this Agreement.

13. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

14. Lessor reserves the right to direct and control all activities of Lessee in connection with the use of the landing area, and all the public owned facilities of the airport, and agrees to perform all normal maintenance and upkeep on the landing area, and to maintain all publicly owned facilities in repair.

15. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

16. Leased land used for the purpose of parking aircraft must be on paved surfaces as approved by the Lessor. Outside storage of damaged or salvaged aircraft shall not be permitted.

17. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.

18. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the airport, the

execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

19. The Lessee, in the operation and use of the leased premises, and the Ames Municipal Airport will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any persons or group of persons in any manner prohibited by Part 15 of the Federal Aviation regulations, and Lessor and the United States Government shall have the right to take such action as the government may direct to enforce this paragraph.

20. This lease shall not be assigned, transferred, or subleased in any form without the prior written approval of the Lessor. Such approval shall not be unreasonably withheld unless the provisions of this lease are altered to the extent that the Lessor's rights as herein specified would be diminished.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

CITY OF AMES, IOWA

VIKING AVIATION, INC.

By: _____
Ann H. Campbell, Mayor

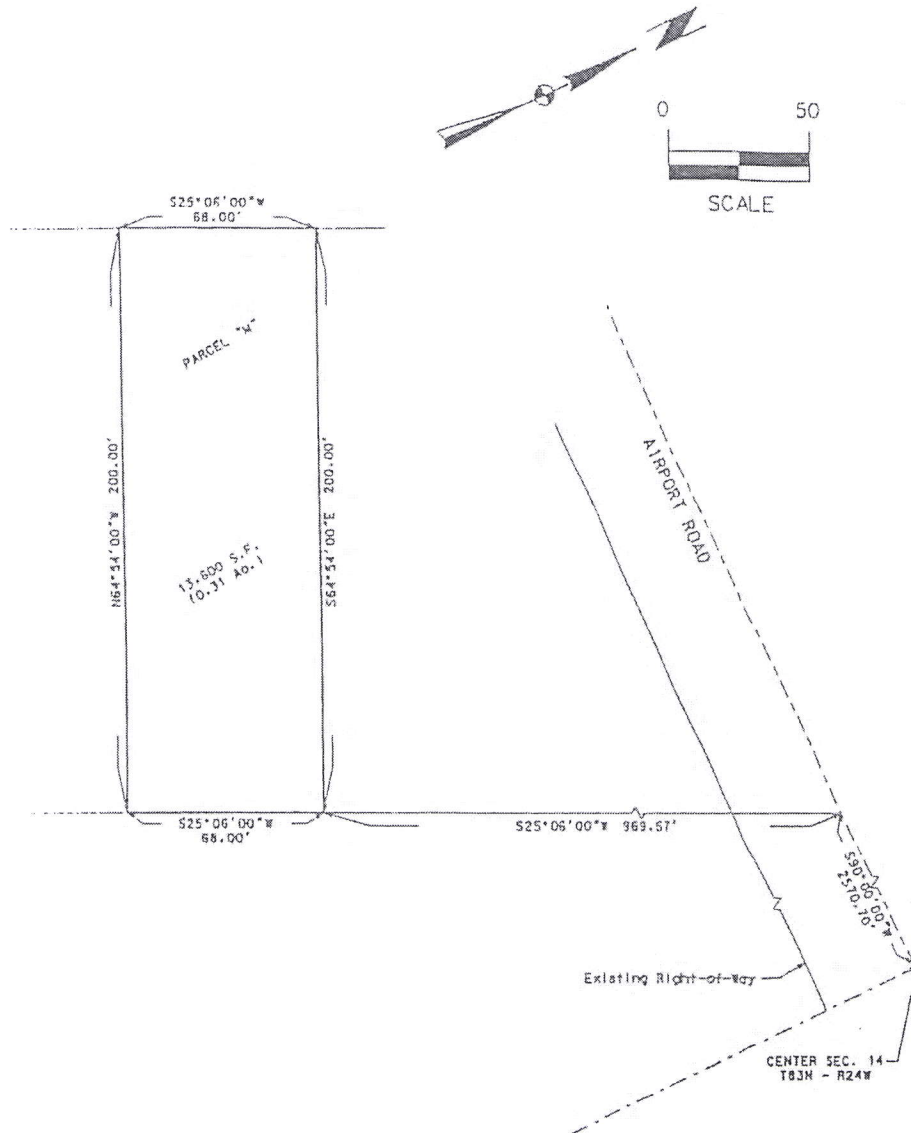
By: _____
Christian Ledet, President

Approved as to Form

By: _____
Douglas R. Marek, City Attorney

Attachment: Plat of Leased Area

LEASE AGREEMENT PLAT



COMMENCING AT THE CENTER SECTION 14, TOWNSHIP 83 NORTH, RANGE 24 WEST; THENCE SOUTH 90°00'00" WEST (ASSUMED) 2570.70 FEET ALONG THE CENTERLINE OF SECTION 14; THENCE SOUTH 25°06'00" WEST, 969.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 25°06'00" WEST, 68.00 FEET; THENCE NORTH 64°54'00" WEST, 200.00 FEET; THENCE SOUTH 25°06'00" WEST, 68.00 FEET; THENCE SOUTH 64°54'00" EAST, 200.00 FEET TO THE POINT OF BEGINNING, ALL LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., IN THE CITY OF AMES, STORY COUNTY, IOWA AND CONTAINING (13,600 SQ. FT.) MORE OR LESS.

AMES AIRPORT		SHEET	OF
PARCEL "M"		PR96712A FH	
 SNYDER & ASSOCIATES ENGINEERS PLANNERS	501 S.W. ORALABOR ROAD ANKENY, IA 50021 (515) 964-2020	DATE: MARCH 1997	
		TECH: KMM	

CITY OF AMES AND KENNETH L. AUGUSTINE

AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective the 1st day of April, 2012, by and between the City of Ames, Iowa, a municipal corporation, hereinafter referred to as Lessor, and Kenneth L. Augustine, hereinafter referred to as Lessee.

Lessor owns and operates an airport within its corporate limits which is known as the Ames Municipal Airport, which includes certain aeronautical facilities, and is desirous of leasing to Lessee certain premises on that airport to be more fully described hereinafter, together with the right to use and enjoy individually and in common with others, the airport facilities.

In consideration of the rents and agreements herein contained, Lessor does hereby lease to Lessee and Lessee does lease from Lessor the land shown on the property plat and description attached as Parcel L upon the following terms and conditions:

1. The term of this lease shall be for a period of five (5) years, commencing on April 1, 2012, and may be renewed by Lessee for a five (5) year period under the same terms and conditions if a new yearly rental rate shall then be agreed to. Lessee shall, by written notice as provided herein, advise Lessor of its intention to renew at least three (3) months prior to the expiration date of this lease. Lessor shall have the right to terminate this lease and retake possession of the premises on not less than 180 days written notice when reasonable and necessary to Lessor's airport purposes.

2. Lessee agrees to pay to Lessor for the use of said premises herein mentioned, and for the nonexclusive use of other public airport facilities, including but not limited to taxiways and runways, an annual rental fee payable in full. The first annual payment is to be made on the date of the execution of this Agreement, and on each anniversary date of this Agreement so long as it shall remain in force. Lessor agrees that all such yearly rental payments shall be used in total to support the operating budget of the Ames Municipal Airport during the year subsequent to each payment. For the first five year period, the annual rental fee is established according to the following schedule:

a.	April 1, 2012 to March 31, 2013	\$ 1,868.00
b.	April 1, 2013 to March 31, 2014	\$ 1,920.00
c.	April 1, 2014 to March 31, 2015	\$ 1,976.00
d.	April 1, 2015 to March 31, 2016	\$ 2,030.00
e.	April 1, 2016 to March 31, 2017	\$ 2,084.00

3. Lessee agrees to furnish and pay for their own heat and all public utilities including but not limited to gas, water, electricity and sewage disposal service, if any; and to pay any and all taxes and/or assessments that may be levied against said premises.

4. Lessee shall use the leased premises, and the building located thereon, for the following specified purposes only:

- a. flight training school,
- b. aircraft maintenance and repair, with lubricating oil sales,
- c. aircraft rental,
- d. aircraft hangar space rental,
- e. aircraft insurance,
- f. aircraft sales and service,
- g. aircraft charter service,

provided that those activities are conducted in accordance with the Operation Standards for Ames Municipal Airport adopted by Ames City Council Resolution 97-590, November 13, 1997, as the same may be amended from time to time.

It is further provided that Lessee shall not engage in the storage, sale or dispensing of any form of fuel on the leased premises without first entering into an addendum to this Agreement to establish relevant standards for methods of fuel storage, flowage fees and other relevant terms and conditions to protect the public safety, preserve the public property at the airport and foster adequate levels of service to aviators using the airport.

5. Lessee shall retain title to all structures and buildings placed upon said premises and shall have the right to remove the same upon the termination or cancellation of this lease. However, if not so removed within 180 days from the date of termination or cancellation of the lease, all such improvements shall be deemed abandoned and shall become the property of the Lessor.

6. The parties hereto for themselves, their legal representatives, successors and assigns, further covenant and agree as follows:

- a. Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the airport. This includes the Airport Operations Standards which may be amended from time to time by the City Manager. Lessee shall apply to the City Building Official for such permits and certificate of occupancy as may be required for the proposed use of the building on the leased premises under applicable building code and for prevention code provisions.
- b. So long as Lessee conducts its operations in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises and all the rights and privileges herein granted.
- c. Lessee agrees that no signs or advertising matter may be erected without the consent of Lessor.

- d. Lessor hereby designates the City Manager as its official representative, with the full power to represent Lessor in all dealings with Lessee in connection with the premises herein leased. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of this Agreement.
- e. Notice to Lessor as herein provided shall be sufficient if sent by certified mail, postage prepaid, to the City Manager of the City of Ames, Iowa, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Lessee at Ames, Iowa, or such other address as may be designated by Lessee from time to time.
- f. Lessee shall keep the premises, as particularly described herein, clean and shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with proper covers, for waste within the building or buildings now erected on said premises.

7. Lessee shall procure and maintain for the entire duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee contractor's operation and use of the leased premises. Lessee shall pay the entire cost of such insurance.

Coverage shall, in every case, be in the following form and amounts:

General Liability: ISO Commercial General Liability coverage "occurrence" form CG 00 01, in the amount of \$1,000,000 combined single limit per occurrence of bodily injury, personal or property damage.

Automobile Liability: ISO form number CA00 01-87 covering automobile liability, Code 1 "Any Auto" in the amount of \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

Workers' Compensation: Statutory as required by the State of Iowa.

To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the City of Ames, its agents, servants and employees against all claims, demands and judgments made or recovered against the City for damages to real or tangible personal property, or for bodily injury or death to any person arising out of, or in connection with, this Agreement. However, the damage must have been caused solely or in the greatest part by the negligence of Lessee, sub-lessee or anyone directly or indirectly employed by any one of them.

Lessee shall furnish the City with certificates of insurance effecting coverage required by this clause. The certification shall provide for 30 days notice of any material change or cancellation of the policies.

8. Lessor agrees to extend to Lessee the same fire and police protection extended to other tenants and facilities on the airport.

9. Lessor agrees to provide mowing of public grounds, but not the leased land, during the growing season as appropriate, and to provide snow removal for taxiways, runways and public driveways as required.

10. Failure on the part of Lessee to pay the rent hereunder within thirty (30) days after the same shall become due, and Lessee has been advised of said nonpayment, shall authorize Lessor, at its option and without any legal proceedings, to declare this lease void, cancel the same and re-enter and take possession of the premises, or, at Lessor's option, the entire amount of rent payable hereunder may be declared due and payable at once and action brought for the recovery of the same.

11. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and a reasonable time thereafter to correct same, Lessor may at once, if it so elects, terminate the same and take possession of the premises.

12. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the property enforcement of any of the covenants or conditions of this Agreement.

13. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

14. Lessor reserves the right to direct and control all activities of Lessee in connection with the use of the landing area, and all the public owned facilities of the airport, and agrees to perform all normal maintenance and upkeep on the landing area, and to maintain all publicly owned facilities in repair.

15. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

16. Leased land used for the purposes of parking aircraft must be on paved surfaces as approved by the Lessor. Outside storage of damaged or salvaged aircraft shall not be permitted.

17. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.

18. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

19. The Lessee, in the operation and use of the leased premises, and the Ames Municipal Airport will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any persons or group of persons in any manner prohibited by Part 15 of the Federal Aviation regulations, and Lessor and the United States Government shall have the right to take such action as the government may direct to enforce this paragraph.

20. This lease shall not be assigned, transferred or subleased in any form without the prior written approval of Lessor. Such approval shall not be unreasonably withheld unless the provisions of this lease are altered to the extent that Lessor's rights as herein specified would be diminished.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

CITY OF AMES, IOWA

KENNETH L. AUGUSTINE

By: _____
Ann H. Campbell, Mayor

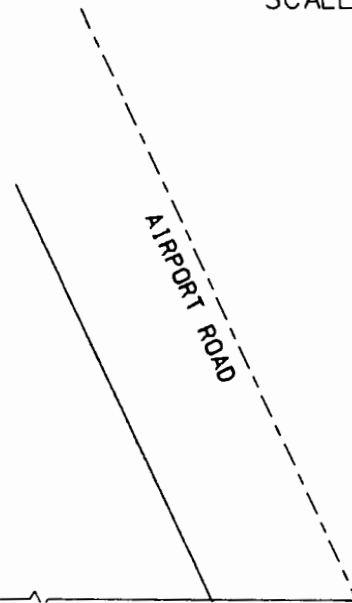
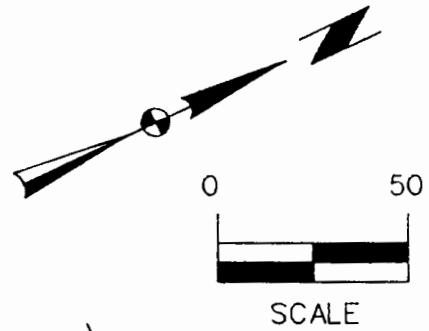
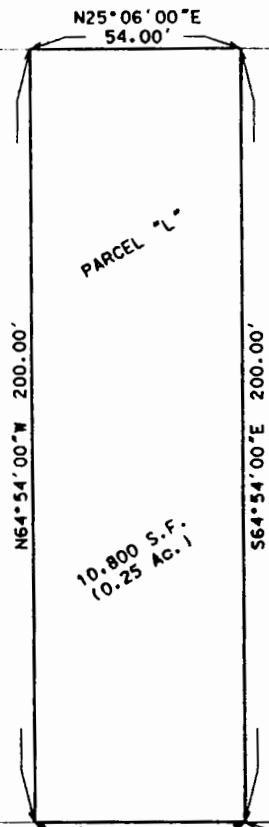
By: _____
Kenneth L. Augustine

Approved as to Form:

By: _____
Douglas R. Marek, City Attorney

Attachment: Plat of Leased Area

LEASE AGREEMENT PLAT



COUNCIL ACTION FORM

**SUBJECT: VETERINARY MEDICINE (VET MED) SUBSTATION CAPACITOR BANK
FOUNDATION INSTALLATION**

BACKGROUND:

The project is for the procurement and installation of two capacitor banks for the Vet Med Substation. Council may recall that the equipment procurement portion was awarded at the January 24, 2012 meeting. This portion of the project is for the installation of a new concrete foundation in the Vet Med Substation to support the capacitor banks. Work under this bid will include excavation in preparation of installation of a new concrete pad foundation and new power and control conduits. Council should note that City of Ames Electric Services' crews will also be utilized to install the capacitor banks, once they are delivered.

The Engineer's estimate of the total installed cost of this project is \$350,000 including the procurement of the capacitor banks (approved by Council at its January 24, 2012 meeting), the substructure installation under this bid, and the final installation by Ames' Electric Services crews. This portion of the project is estimated at \$75,000. The procurement of the equipment for the two capacitor banks costing \$218,379 plus applicable sales taxes of \$14,403.06.

In 2010/11 the CIP was adjusted to include \$350,000 for the Vet Med Substation Voltage Support project. City Council may recall that these funds were recently approved for carryover to the 2011/12 Fiscal Year. Approximately \$117,218 remains in the budget for this work.

It is the goal of Electric Services to have the capacitor banks installed by Aug 31, 2012.

ALTERNATIVES:

1. Approve the preliminary plans and specifications for Vet Med Substation capacitor bank foundation installation 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 installation of the foundation.

MANAGER'S RECOMMENDED ACTION:

At the Vet Med Substation, there has been and will continue to be an increase of electrical load as both the ISU Veterinary Medicine campus and the Research Park continue to grow and expand. Installation of the capacitor banks at the Vet Med Substation will provide voltage support and add capacity to the system at a needed load center, improving electric service in that area. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

COUNCIL ACTION FORM

SUBJECT: S. 4TH STREET WATER MAIN REPAIR

BACKGROUND:

During the floods of 2010, a 12" water main was damaged under Squaw Creek just north of S. 4th Street. Since that time, staff has worked with Stanley Consultants in coordinating with Federal Emergency Management Agency (FEMA) to determine the best option for repair to make sure a major failure would not occur again. FEMA recommended the water main be repaired under Squaw Creek; however, the City requested an alternate project that would allow for replacement of the water main and some minor stabilization. FEMA approved the alternative project, which means they will contribute 85% of the original scope of work, up to **\$140,411.50**. Any costs over that amount would need to be paid 100% by the City. The matching funds for the City's 15% are included in the FY 2011/12 operating budget, totaling **\$26,900**. Internal staff time for inspection and administration costs of the project may also be eligible for reimbursement.

Plans and specifications for this project were completed by Stanley Consultants with estimated construction costs of \$114,200. Engineering costs are estimated at \$29,100, and it is anticipated that these costs will be eligible for reimbursement by FEMA. This brings total estimated costs to **\$143,300** (85% **FEMA of \$121,805**; 15% **City of \$21,495**).

ALTERNATIVES:

1. Approve the S. 4th Water Main Repair by establishing April 18, 2012, as the date of letting and April 24, 2012, as the date for report of bids.
2. Do not proceed with this project.

MANAGER'S RECOMMENDED ACTION:

By approving plans and specifications and setting the letting date, it will be possible to move forward with the critical repair of this water main. Delay of approval could impact FEMA funding.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 approving the S. 4th Water Main Repair by establishing April 18, 2012, as the date of letting and April 24, 2012, as the date for report of bids.

COUNCIL ACTION FORM

SUBJECT: 2011/12 ASPHALT PAVEMENT IMPROVEMENT PROGRAM (BARR DRIVE AND INDIAN GRASS COURT)

BACKGROUND:

This is the annual program for reconstruction of full-depth asphalt streets, typically located within residential neighborhoods. Streets within residential subdivisions have been installed using full-depth asphalt pavement since mid-1970s. Full-depth replacement of these streets has become necessary due to structural pavement failure. This program was created to support the City Council's goal of strengthening our neighborhoods.

The 2011/12 program will consist of roadway reconstruction with seven-inch asphalt paving, repair of damaged curb and gutter, and storm sewer intake replacement. The program will be packaged into four separate contracts in order to better coordinate with construction activities in the respective areas; South Oak Avenue (will be combined with 2011/12 Low Point Drainage Improvements), Ironwood Court (will be combined with 2010/11 Low Point Drainage Improvements), Indian Grass Court and Barr Drive, and Abraham Drive and Todd Circle.

The locations for this project are Barr Drive and Indian Grass Court. Staff has completed plans and specifications with estimated construction costs of \$458,058. The project is shown in the 2011/12 Capital Improvements Plans with financing established in the amount of \$2,576,000 from General Obligation Bonds.

The 2011/12 Asphalt Pavement Improvement Program includes expenses as follows:

Barr Drive/Indian Grass Court (this project)	\$ 458,058
Abraham Drive/Todd Circle (Estimated)	\$ 175,000
Ironwood Court (Estimated)	\$ 650,000
South Oak Avenue (Estimated)	\$ 750,000
Engineering/Administration (Estimated)	<u>\$ 336,000</u>
Total	\$2,369,058

Any remaining funds will be utilized for contingencies and additional projects.

ALTERNATIVES:

1. Approve the 2011/12 Asphalt Pavement Improvement Program (Barr Drive and Indian Grass Court) by establishing April 18, 2012, as the date of letting and April 24, 2012, as the date for report of bids.

2. Do not proceed with this 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 these streets during the 2012 construction season. Delay of approval could delay the reconstruction by a year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 approving the 2011/12 Asphalt Pavement Improvement Program (Barr Drive and Indian Grass Court) by establishing April 18, 2012, as the date of letting and April 24, 2012, as the date for report of bids.

COUNCIL ACTION FORM

SUBJECT: NEW WPC PLANT PUMPS

BACKGROUND:

Currently there are 14 main pumps at the Water Pollution Control Plant—six in the raw water pump station and eight in the trickling filter pump station. In 2008, Council initiated a five-year program to replace all 14 pumps. Two raw water pumps have been replaced; four first-stage trickling filter pumps have been purchased; and four second-stage trickling filter pumps are in the process of being installed. The four remaining pumps were scheduled for replacement in fiscal year 2011/12, and bids were received in early 2011. After the bid opening, staff discovered that the specifications had failed to require interchangeability between the new and existing pumps. At staff's request, Council rejected the bids and directed staff to rebid the pumps with modified specifications. In January of 2012, a request for bids was issued to replace the remaining four pumps that included the interchangeability requirements necessary to ensure continuity of plant operations. The bid alternate requests that the manufacturer provide a premium efficiency motor for the pumps.

Raw water vertical turbine solids-handling pump

Base bid – High-efficiency Motor		Bid Alternate - NEMA Premium™ Motor	
<u>Bidder</u>	<u>Unit Cost, \$</u>	<u>Bidder</u>	<u>Unit Cost, \$</u>
Fairbanks Morse	No bid	Fairbanks Morse	118,220.00
Flowserve US Inc.	72,052.00	Flowserve US Inc.	No Bid

After reviewing the most recent bids, staff has concerns about both the equipment and performance history of the low bidder, Flowserve. The proposed pumps do not meet the interchangeability requirements of the specifications. The proposed pump shaft diameter does not match the specifications, the proposed motor does not match the required electrical connection height as specified, and the proposed pumps do not use the mechanical seals specified. Flowserve was awarded a previous contract for four first-stage trickling filter pumps. Delivery of the pumps took far longer than the promised delivery date in their bid. There were also issues with the installation requirements of the pumps that Flowserve did not disclose with their bid that resulted in unexpected additional expense to the City. Most significantly, two of the pumps have been installed, but the pumps are not meeting flow requirements outlined in the specifications.

Staff has been working with Flowserve to resolve the issues for several months but has been disappointed with the lack of response from Flowserve. To date, staff has not made any payments to Flowserve pending resolution of the flow problem. Unless the manufacturer can modify the pumps to achieve the required

flows, staff will not recommend acceptance of those pumps, putting their fate in question.

After taking these concerns into consideration, staff recommends award to Fairbanks Morse. Six pumps have already been purchased from Fairbanks Morse under previous contracts, and those pumps are performing as required.

The 2012/13 CIP includes \$418,000 for the final year of pump replacements. The purchase of four pumps will cost \$472,880, meaning that an additional \$78,000 would need to be allocated from the available Sewer Fund balance for this project. That total will cover the purchase price and provide a five percent allowance for miscellaneous installation expenses, bringing the project budget to \$496,000. Because these new pumps are similar to the existing pumps, WPC Plant staff will install the new equipment upon delivery.

ALTERNATIVES:

1. Award a contract to Fairbanks Morse, of Kansas City, Kansas to purchase four raw water vertical turbine solids-handling pumps with premium efficiency motors at a total cost of \$472,880.00, and authorize use of an additional \$78,000 for the project from the available Sewer Fund balance.
2. Do not award a contract at this time.

MANAGER'S RECOMMENDED ACTION:

The existing pumps are more than 22 years old and are in pressing need of replacement to keep the Water Pollution Control Plant functioning at full capacity. The lead time on manufacture and delivery of these pumps is eight months, and two of the existing pumps are already experiencing signs of advanced wear.

The need for an orderly replacement of these pumps was planned for in the Capital Improvements Plan. The low bid received offers equipment that does not meet the requirements of the specifications, and staff have been dissatisfied with the performance of this vendor on a previous pump replacement project.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving award of a contract to Fairbanks Morse of Kansas City, Kansas for four raw water vertical turbine solids-handling pumps, and authorizing use of an additional \$78,000 for the project from the available Sewer Fund balance.

Although it is highly unusual to approve capital projects so far above the planned cost, in this case it is imperative that we move forward with replacement of these vital plant components. As the year progresses, hopefully staff will be able to identify other savings within the Sewer Fund to help offset this cost increase.

COUNCIL ACTION FORM

SUBJECT: FLEET REPLACEMENT PROGRAM – TRUCK CHASSIS, UTILITY TRUCK BODY, AERIAL PLATFORM, AND ACCESSORIES

BACKGROUND:

Several of the aerial platform trucks in the fleet, are used by Electric Distribution for maintenance and repair of the electric distribution system. One of these trucks has been approved for replacement, with a truck with a higher reach from 55 feet to 65 feet. This will allow for the ability to service the taller power lines recently installed for the 161kV system. Below are the bids for the truck chassis, utility body and aerial platform to meet this requirement.

Bids were received as follows:

CHASSIS

<u>Bidder</u>	<u>Make / Model</u>	<u>Base Bid</u>
ALTEC Industries, Inc.	Ford / F750	\$64,650
ALTEC Industries, Inc.	Freightliner / M2-106	\$71,215
McKenna Truck Center	Hino / 338	\$71,413
O'Halloran International, Inc.	International / WorkStar	\$72,426
Freightliner of Des Moines	Freightliner M2-106	\$73,256
Kenworth Mid-Iowa	Kenworth / T370	\$75,275

BODY & AERIAL PLATFORM

<u>Bidder</u>	<u>Make / Model</u>	<u>Base Bid</u>
ALTEC Industries, Inc.	Brand FX BFXB93T	\$108,910
ABM Equipment & Supply	Versalift VST-6000-I	\$112,060

The fleet replacement fund will have a balance of \$182,518 for the purchase of this equipment.

Chassis bids from ALTEC and McKenna do not meet specifications, and are not being recommended for purchase.

ALTERNATIVES:

1. Award these bids as follows:
 - A. Award the chassis bid to O'Halloran International of Altoona, IA, for a 2013 International WorkStar at a cost of \$72,426, and

- B. Award the bid for the utility body and aerial platform with accessories, to Altec Industries of St. Joseph, MO, at a cost of \$108,910, for a total cost of \$181,336.00 for this truck.

2. Delay award of bid and ask for additional information

3. Reject all bids

MANAGER'S RECOMMENDED ACTION:

Staff members from Fleet Services and Electric Distribution have evaluated the bids and agree that the International Chassis and Altec Aerial Platform and Body, are the units that meet specifications and are the low acceptable bid.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby awarding these bids as follows:

- A. Award the chassis bid to O'Halloran International for a 2013 International WorkStar at a cost of \$72,426, and
- B. Award the bid for the utility body and aerial platform with accessories, to Altec Industries, at a cost of \$108,910, for a total cost of \$181,336.00 for this truck.

COUNCIL ACTION FORM

SUBJECT: CYRIDE INTERMODAL FACILITY CHANGE ORDER

BACKGROUND:

In accordance with City of Ames purchasing policies, staff must seek City Council approval for, “change orders increasing or decreasing the contract in an amount in excess of the lesser of \$50,000 or 20% of the original contract amount....” To date, add and deduct change orders on the Ames Intermodal Facility construction project total \$198,026. With numerous change orders required to complete construction of the Intermodal Facility project, the following details the history of these contract modifications:

- **Change Orders #1- #9** – Approved by city staff administratively during the fall of 2011 totaling \$30,794.
- **Change Order #10** – Approved by the City Council on July 26, 2011 for \$42,289, change order was later reduced to \$41,385.
- **Change Order #11** – Approved by city staff administratively in October 2011 totaling \$7,467.
- **Change Order #12** – Approved by City Council on November 1, 2011 in the amount of \$52,103.
- **Change Orders 13, #14 and #16** – Approved by city staff administratively in January- February 2012 for a deduct amount totaling -\$15,708.
- **Change Order #15** – Approved by the City Council on February 28, 2012 in the deduct amount of -\$9,200.
- **Change Orders #17- #24** – Approved administratively by city staff in March 2012 in the amount of \$40,015.

The Weitz Company is requesting a \$2,499.71 **add** change order to include floor drain trap primers. City Council action on this Change Order is requested at this time. This will allow staff to administratively approve a series of additional, small change orders (under \$17,000 total for all 3) currently being prepared. If approved, this change order would be included in the March pay application.

The Transit Board of Trustees reviewed and approved this change order at its March 22, 2012, meeting.

ALTERNATIVES:

1. Approve Change Order #25 to Weitz Company for an additional amount of \$2,499.71 for inclusion of floor drain trap primers. This brings the total contract amount with Weitz Company to \$7,264,355.42.
2. Do not approve Change Order #25 for the floor drain trap primers.

MANAGER'S RECOMMENDED ACTION:

Approval of this modification will allow the project to move forward expeditiously within its tight timeframe and allow for quality construction of the facility. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving a change order for \$2,499.71 to Weitz Company, and approving the total contract cost of \$7,264,355.42.

Change Order Log

Change Order #	Description	Amt.	Budget Cumm.	Approval Cumm.	Pay App. Approval	Approved by PM
1	Add Storm Sewer Manhole at 3L/C-101	\$3,089	\$3,089	\$3,089	4	CyRide
2	No Changes	\$0	\$3,089	\$3,089	0	CyRide
3	Water Main Connection, 8" Valve	\$2,581	\$5,670	\$5,670	3	CyRide
4	Sanitary Structure SA01 Location	\$0	\$5,670	\$5,670	4	CyRide
5	Additional Rubble Removal	\$1,502	\$7,172	\$7,172	4	CyRide
7	Storage Rm 0161 Door and Frame Size Modification	\$224	\$7,396	\$7,396	5	CyRide
6	Floor Drain: FD-2 Outlet Sizes	\$595	\$7,991	\$7,991	6	CyRide
10	Retaining Wall - Sheet Piling	\$41,385	\$49,376	\$49,376	6	Board/Council
8	Revised Struct. Drawings for Accept. Of Alt. #3 - Geo-Piers	\$22,803	\$72,179	\$72,179	6	CyRide
9	Retaining Wall Sheet Piling	\$0	\$72,179	\$72,179	5	CyRide
11	Temporary Road near Retaining Wall	\$7,467	\$79,646	\$79,646	6	Asst City Manager
12	Retaining Wall Over-Excavation	\$52,103	\$131,749	\$131,749	9	Board/Council
13	Disconnect/Meter Makeup at Transformer	\$677	\$132,426	\$132,426	10	Asst City Manager
14	Lighting Protection Credit	-\$14,374	\$118,052	\$146,800	10	Asst City Manager
16	Exit Light in Parking Structure	-\$2,011	\$116,041	\$148,811	10	Asst City Manager
15	Credit for Tree Removal	-\$9,200	\$106,841	\$158,011	13	Board/Council
17	Joint at SOG to Elevated Deck	\$4,709	\$111,550	\$162,720	13	CyRide
18	East Stair Lighting Fixture	\$975	\$112,525	\$163,695	13	CyRide
19	Conduit for Art Pad	\$2,621	\$115,146	\$166,316	13	CyRide
20	Fire Extinguisher in Machine Room	\$87	\$115,233	\$166,403	13	CyRide
21	SAP -04 Realignment	\$11,471	\$126,705	\$177,875	13	Asst City Manager
22	Additional Transaction Window	\$7,953	\$134,658	\$185,828	13	Asst City Manager
23	Storm Sewer Structures	\$893	\$135,550	\$186,720	13	Asst City Manager
24	Polypipe Conduit along south Property Line	\$11,306	\$146,856	\$198,026	13	Asst City Manager
25	Floor Drain Trap Primers	\$2,500	\$149,356	\$200,526	13	Board/Council
26	8 Inch Storm	\$2,302	\$151,658	\$202,828	13	CyRide
27	Traffic Signage and Stall Numbering	\$12,066	\$163,724	\$214,894	13	CyRide

Construction Contingency

Approved Change Requests By Owner (AIA Form)

\$115,233

Approved and Pending

\$163,724



Memo

City Clerk's Office

TO: Mayor and Members of the City Council
FROM: City Clerk's Office
DATE: March 23, 2012
SUBJECT: Contract and Bond Approval

There are no Council Action Forms for Item Nos. 23 and 24. Council approval of the contract and bond for these projects is simply fulfilling a *State Code* requirement.

/jlr

COUNCIL ACTION FORM

SUBJECT: **HAULING AND RELATED SERVICES
FOR RESOURCE RECOVERY PLANT**

BACKGROUND:

On May 26, 2009, Council awarded a contract to Waste Management of Ames for hauling to the Boone County Landfill and related services for the Resource Recovery Plant. This contract includes furnishing container services and hauling materials from the Resource Recovery Plant to the landfill. Materials hauled under this contract are those that cannot be processed into fuel by the Resource Recovery Plant. This bid had four optional extension periods through June 30, 2014. The period from July 1, 2012 through June 30, 2013 will be the third of four optional extension periods. Extension periods are contingent upon approval of funding by Council.

The original contract price of \$.3333 per mile per ton, based on a 36-mile round trip, is adjustable for each extension period with 12% of the bid amount based on fuel costs, and on the diesel fuel price index as determined by the Iowa Department of Transportation on the March 1 preceding the renewal. Under the contract adjustment clause, the contract price will increase to \$.3967 per mile per ton for FY 2012/13, increasing the cost for a round trip to the Boone County Landfill to \$14.28 per ton. The budgeted amount of \$199,125 is based on hauling approximately 13,944 tons.

ALTERNATIVES:

1. Approve the renewal option for FY 2012/13 for hauling and related services for the Resource Recovery Plant to Waste Management of Ames in the amount of \$.3967 per mile per ton.
2. Reject the renewal option and re-bid for hauling and related services for the Resource Recovery Plant.

MANAGER'S RECOMMENDED ACTION:

Landfill hauling and related services are a vital part of our Resource Recovery Plant's operations, and the bidding process has identified the lowest evaluated price over a multi-year period.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the renewal option for FY 2012/13 for hauling and related services for the Resource Recovery Plant to Waste Management of Ames in the amount of \$.3967 per mile per ton.

COUNCIL ACTION FORM

SUBJECT: HAULING FERROUS METALS FROM RESOURCE RECOVERY PLANT

BACKGROUND:

On April 26, 2011, Council awarded a contract to Waste Management of Ames for hauling ferrous metals from the Resource Recovery Plant to AMG Resource Corporation in St. Paul, Minnesota. The contract is based on a per-mile, per-ton bid amount and a round trip distance of 460 miles per trip to AMG Resource Corporation.

The period from July 1, 2012 through June 30, 2013, is the first of four 12-month extension periods. Each of these extension periods are contingent upon approval of funding by Council. The base bid price of \$.1236 per mile per ton is adjustable for each extension period based on 44% of the bid amount based on fuel costs, and on the diesel fuel price index as determined by the Iowa Department of Transportation on the March 1 preceding the renewal. Under the contract adjustment clause, the contract price would increase to \$.1265 per mile per ton for FY 2013, increasing the cost for a round trip to St. Paul, Minnesota, to \$58.19 per ton to haul the estimated 1,810 tons. The approved FY 2012/13 budget includes \$105,300 for this work, while the anticipated revenue from ferrous metal sales over this period is \$250,800.

ALTERNATIVES:

1. Approve the contract extension for FY 2012/13 for hauling of ferrous metals for the Resource Recovery Plant to Waste Management of Ames in the amount of \$.1265 per mile per ton.
2. Reject the renewal with Waste Management of Ames and attempt to obtain hauling of ferrous metals on an as-needed basis.

MANAGER'S RECOMMENDED ACTION:

The bidding conducted last year identified a multi-year, cost-effective way to contract for ferrous metal hauling.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the contract extension for FY 2012/13 for hauling of ferrous metals for the Resource Recovery Plant to Waste Management of Ames in the amount of \$.1265 per mile per ton.

COUNCIL ACTION FORM

**SUBJECT: 2010/11 COLLECTOR STREET PAVEMENT IMPROVEMENTS
(STORM STREET FROM HAYWARD AVENUE TO ASH AVENUE)**

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 location was Storm Street from Hayward Avenue to Ash Avenue. This project included removal and replacement of the existing pavement, sanitary sewer improvements, storm sewer rehabilitation and improvements (including additional intakes at Lynn Avenue), sub-drain installation, and improvements to the pedestrian facilities at the intersection locations.

On May 10, 2011, City Council awarded this contract to Concrete Technologies, Inc., of Urbandale, Iowa, in the amount of \$758,379.60.

Change Orders No. 1, 2, and 3 were approved by staff for additional sub-grade stabilization and sanitary sewer repairs. Change Order No. 4, a credit in the amount of \$17,482.34, is the balancing change order which includes quantity adjustments in paving, driveway reconstruction, sub-grade stabilizing material, and underground utility construction.

The reconstruction was divided into three phases. Delays were encountered in the first two phases of this project; however the third and final phase went much quicker than anticipated. Change Order No. 4 also includes liquidated damages for late project completion due to these delays.

Construction was completed in the amount of \$774,908.39. Engineering and construction administration expenses were \$155,000, bringing total project costs to **\$929,908**.

This project is shown in the 2010/11 approved budget with financing in the amount of \$850,000 General Obligation Bonds, \$62,000 from the 2010/11 and 2011/12 Sanitary Sewer Rehabilitation Programs, and \$18,000 in Electric Utility funds, for total funding of **\$930,000**.

ALTERNATIVES:

1a. Approve Change Order No. 4 in a credit amount of \$17,482.34.

- b. Accept the 2010/11 Collector Street Pavement Improvements (Storm Street) as completed by Concrete Technologies, Inc. of Urbandale, Iowa, in the amount of \$774,908.39.
- 2. Direct staff to pursue modifications to this project.

MANAGER'S RECOMMENDED ACTION:

This project provided much needed rehabilitation of Storm Avenue, and will help improve street drainage in the area. The project has now been completed in accordance with the approved plans and specifications.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving Change Order No. 4 in a credit amount of \$17,482.34, and accepting the 2010/11 Collector Street Pavement Improvements (Storm Street from Hayward Avenue to Ash Avenue) to Concrete Technologies, Inc. of Urbandale, Iowa, in the amount of \$774,908.39.



Memo

Police Department

28

TO: Mayor Ann Campbell and Ames City Council Members

FROM: Commander Geoff Huff – Ames Police Department

DATE: February 8, 2012

SUBJECT: New 12-month Class C Liquor License for Sips/Paddy's Irish Pub

As you may recall, Sips/Paddy's Irish Pub was granted a 6-month probationary license in September of 2011. Since that time, management has addressed the issues of security within the establishment by installing new locks on doors to areas that were of concern. They have also increased monitoring of the seating area and I am happy to report that we have not had any issues with over-serving or highly intoxicated patrons within the establishment. There have been two citations written for on premise in the last 6 months on December 16, 2011 and on January 22, 2011. We were able to verify that the person cited in January used a fake ID to gain access. The establishment was also warned about being over fire code occupancy on January 12th. Staff quickly remedied this situation with the assistance of officers.

The police department would recommend approval of the new license for Sips/Paddy's Irish Pub.

Applicant

Name of Applicant: Kum & Go LC

Name of Business (DBA): Kum & Go # 113

Address of Premises: 2801 E 13th St

City: Ames County: Story Zip: 50010

Business Phone: (515) 233-0359

Mailing Address: 6400 Westown Parkway

City: West Des Moines State: IA Zip: 50266

Contact Person

Name: Lori Miller

Phone: (515) 457-6164 Email Address: licenses@kumandgo.com

Classification: Class E Liquor License (LE)

Term: 12 months

Effective Date: 03/27/2012

Expiration Date: 03/26/2013

Privileges:

Class B Wine Permit (Carryout Wine)
Class C Beer Permit (Carryout Beer)
Class E Liquor License (LE)
Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: 211523 Federal Employer ID # 421465780

Ownership

Charley CampbellFirst Name: CharleyLast Name: CampbellCity: WaukeState: IowaZip: 50263Position Secretary% of Ownership 0.00 %

U.S. Citizen

Craig BergstromFirst Name: CraigLast Name: BergstromCity: JohnstonState: IowaZip: 50131Position CFO% of Ownership 0.00 %

U.S. Citizen

Dennis FoldenFirst Name: DennisLast Name: FoldenCity: West Des MoinesState: IowaZip: 50266Position COO% of Ownership 0.00 %

U.S. Citizen

Krause Holdings IncFirst Name: KrauseLast Name: Holdings IncCity: West Des MoinesState: IowaZip: 50266Position Shareholder% of Ownership 100.00 %

U.S. Citizen

Kyle KrauseFirst Name: KyleLast Name: KrauseCity: WaukeState: IowaZip: 50263Position CEO% of Ownership 0.00 %

U.S. Citizen

Insurance Company InformationInsurance Company: Merchants Bonding CompanyPolicy Effective Date: 03/27/2012Policy Expiration Date: 01/01/1900Bond Effective Continuously: 2

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

ApplicantName of Applicant: Kum & Go LCName of Business (DBA): Kum & Go # 227Address of Premises: 2108 Isaac Newton DrCity: AmesCounty: StoryZip: 50010Business Phone: (515) 233-2200Mailing Address: 6400 Westown ParkwayCity: West Des MoinesState: IAZip: 50266***Contact Person***Name: Lori MillerPhone: (515) 457-6164Email Address: licenses@kumadngo.comClassification: Class E Liquor License (LE)Term: 12 monthsEffective Date: 03/27/2012Expiration Date: 03/26/2013

Privileges:

Class B Wine Permit (Carryout Wine)Class C Beer Permit (Carryout Beer)Class E Liquor License (LE)Sunday Sales***Status of Business***BusinessType: Limited Liability CompanyCorporate ID Number: 211523Federal Employer ID # 421465780***Ownership***

Charles CampbellFirst Name: CharlesLast Name: CampbellCity: WaukeState: IowaZip: 50263Position Secretary% of Ownership 0.00 %

U.S. Citizen

Craig BergstromFirst Name: CraigLast Name: BergstromCity: JohnstonState: IowaZip: 50131Position CFO% of Ownership 0.00 %

U.S. Citizen

Dennis FoldenFirst Name: DennisLast Name: FoldenCity: West Des MoinesState: IowaZip: 50266Position COO% of Ownership 0.00 %

U.S. Citizen

Krause Holdings IncFirst Name: KrauseLast Name: Holdings IncCity: West Des MoinesState: IowaZip: 50266Position Shareholder% of Ownership 100.00 %

U.S. Citizen

Kyle KrauseFirst Name: KyleLast Name: KrauseCity: WaukeState: IowaZip: 50263Position CEO% of Ownership 0.00 %

U.S. Citizen

Insurance Company InformationInsurance Company: Merchants Bonding CompanyPolicy Effective Date: 03/27/2012Policy Expiration Date: 01/01/1900Bond Effective Continuously: 2

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

Applicant

Name of Applicant: LJPS, Inc

Name of Business (DBA): Olde Main Brewing Co

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

City: Ames County: Story Zip: 50010

Business Phone: (515) 232-0553

Mailing Address: 316 Main St

City: Ames State: IA Zip: 50010

Contact Person

Name: Jamie Courtney

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

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

Term: 5 days

Effective Date: 03/31/2012

Expiration Date: 04/04/2012

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 286196 Federal Employer ID # 770613629

Ownership

Len GriffenFirst Name: LenLast Name: GriffenCity: PotomacState: MarylandZip: 24854Position Vice President% of Ownership 25.00 %

U.S. Citizen

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

U.S. Citizen

Sue GriffenFirst Name: SueLast Name: GriffenCity: PotomacState: MarylandZip: 24854Position Treasure% of Ownership 25.00 %

U.S. Citizen

Insurance Company InformationInsurance Company: Founders Insurance Company

Policy Effective Date:

Policy Expiration Date:

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

Public Art Commission Report

16th Annual Art Around the Corner Exhibit

March 27, 2012

The 2012-13 Art Around the Corner (AAtC) Exhibition received 29 entries from 12 sculptors. The entries were evaluated by a jury of three Ames residents. Our jurors were Mary Atherly (Director Emeritus, Farm House Museum), Steven Herrnschmidt (ISU Art and Design), and Kathrann Knight (local independent artist). The jury previewed entry materials prior to meeting on February 18, 2012. The jurors selected four sculptures as their top choices, along with three alternates if availability or other considerations prevent installation of one or more of the top selections.

Listed below are the four selections made for the 2012-13 Art Around the Corner sculpture exhibit. Photographs showing these sculptures will be presented at the March 27 upcoming City Council meeting, and are also available at this link: <http://dl.dropbox.com/u/2282271/AATC-2012-selection.pdf>

Rotation and installation of the exhibit will take place during late April and early May, after consultation with businesses and organizations near the likely sites and further analysis by City staff. The installation process will be coordinated through the City Manager's Office. The Best-in-Show award will be made to a winner to be determined by the public at a Fall citywide arts event.

1. Iowa Mild Steel and Cedar, 6' x 4' x 7'
 Zachary Bowman
 Cedar Falls, IA
2. Walker 1.0 Steel and Stainless Steel, 5' x 6' 3" x 3.5'
 John Brommel
 Des Moines, IA
3. Hatching Sprout Steel and Stainless Steel, 3.5' x 4' x 3.5'
 Michael Sneller
 Cedar Rapids, IA
4. Barbara's Portal Welded Recycled Steel, 8' x 4' x 2'
 Jaak Kindberg
 Greenwood, AR

Alternates^{*}:

Point Defiance

Beth Nybec

Kansas City, MO

7' 5" x 7' x 4', stainless and mild steel

Let's Cool One

Paul Howe

(Greensboro, NC

9' 8" x 3' 3" x 4' 2", reclaimed steel pipe, rebar

Available FY 12 Art Around the Corner funds	\$4867.00	
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Honoraria to be paid to Artists	\$4000.00	(four pieces @ \$1,000)
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Installation costs	\$ 350.00	(signage, pad prep.)
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Best-in-Show award	\$500.00	(FY13 budget, choice in Oct.)
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AAAtC Committee: Steven Kawaler, Patti Cotter, and Joyce Mercier

* One of the alternates suggested by the judges presented installation issues that render it unsuitable for display, and so is not listed here

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR MAIN STREET FARMERS' MARKET

BACKGROUND:

The Main Street Cultural District (MSCD) is planning to hold the second season of the Saturday Main Street Farmers' Market on Main Street, between Clark and Burnett Avenues, this summer. The Market will be in operation from May 5 to October 27 this year. **Note that this is an earlier start to the Market, and later ending.** Last year the Market ran from June 25 through September 24. Hours of operation are scheduled to be from 8:00 a.m. to 12:00 p.m. each Saturday.

In order to facilitate set-up and tear-down of the individual booths and to allow for general clean-up of the area, the street and parking spaces need to be closed from 6:00 a.m. to 1:00 p.m. Businesses in the 400 block of Main Street are aware of the MSCD's plan to host the market again this year.

The MSCD is also requesting a blanket Temporary Obstruction Permit and blanket Vending Permit for the entire Central Business District from 8:00 a.m. to 6:00 p.m. on each of these Saturdays. They are also requesting that the \$50 fee for the blanket Vending Permit be waived.

Since the Market will not be a special one-weekend or one-day event and will generate revenue for the District, City staff is again recommending the City Council require reimbursement of the estimated \$400 in lost parking revenue, and that Electric Utility be reimbursed \$1 per day for any outlets that are used. To waive these costs may set a difficult precedent for any future requests from businesses wishing to use public property for extended periods of time for their businesses.

ALTERNATIVES:

1. The City Council may approve the closure of Main Street, between Clark and Burnett Avenues, from May 5 through October 27, each Saturday from 6:00 a.m. to 1:00 p.m., blanket Temporary Obstruction Permit, blanket Vending Permit, and waiver of fee for the Vending Permit. Parking spaces in the area will also be closed during these times. The Farmers Market will be required to reimburse the City \$400 for lost meter revenue and \$1 per day for each electric outlet used.
2. The City Council may approve the requested closures of Main Street and the parking spaces but waive the requirement that the City be reimbursed for lost revenue.

3. The City Council may direct staff to work with the MSCD to find an alternate location for the Market.

MANAGER'S RECOMMENDED ACTION:

The new Main Street Farmers' Market was a success last year. The impact of a vibrant Farmer's Market in the Main Street should outweigh the inconveniences which some may endure during its hours of operation. It will hopefully continue to draw people to spend the day and enjoy the businesses in the District.

Therefore, it is the City's Manager's recommendation that the City Council adopt Alternative #1, thereby approving the requests from the MSCD as listed above. As a part of this alternative, the Farmers Market will be required to reimburse the City \$400 for lost meter revenue and \$1 per day for each electric outlet used. This recommendation is consistent with the Council's action last year.



January 20, 2012

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

Dear Honorable Mayor Campbell and City Council,

The Main Street Cultural District (MSCD) is planning to hold the second season of the *Ames Main Street Farmers' Market* this summer. The event is scheduled to be held on the 400 block of Main Street every Saturday from May 5 to October 27, 8:00AM to 12:00PM (the road is scheduled to be closed from 6:00AM to 1:00PM to allow for setup, teardown, and cleanup). The 26-week event will showcase the area's best farmers, crafters, and prepared food experts as well as offering weekly live entertainment and children's activities. At this time, MSCD asks the City Council to consider these specific requests:

1. The MSCD requests the closure of Main Street between Clark and Burnett on Saturdays from May 5 to October 27 between the hours of 6am-1pm to host the market and vendor booths.
2. The MSCD requests a temporary obstruction permit for the entire Central Business District (CBD) to allow businesses to use the half of the sidewalk closest to their storefronts to display merchandise on market days. MSCD requests the permit for Saturdays in May through October between the hours of 8:00AM and 6:00PM. Any business choosing to sell merchandise on the sidewalk will be required to file their certificate of insurance with the City of Ames.
3. The MSCD requests a Blanket Vending Permit for the entire CBD to allow businesses to sell merchandise outside their stores if they so choose. MSCD requests the permit for Saturdays in May through October between the hours of 8:00AM and 6:00PM. MSCD further requests the fee be waived as any businesses selling products on the sidewalk are MSCD investors. MSCD intends that regular street vendors in the CBD who have permits through the city will continue their operations as usual during this time.

Thank you for your consideration of these requests and continued support of downtown Ames. We look forward to seeing you in the second year of the Ames Main Street Farmers' Market throughout the 2012 season.

Sincerely,

Mandy McWherter
Events Coordinator
Main Street Cultural District

312 Main Street, Ste 201, Ames, IA 50010 515.233.3472 MainStreetCulturalDistrict.com

COUNCIL ACTION FORM

SUBJECT: **MAIN STREET CULTURAL DISTRICT REQUESTS FOR
“TUNE IN TO MAIN STREET” ACTIVITIES**

BACKGROUND:

The Main Street Cultural District (MSCD) is again planning to hold *Tune in to Main Street* concerts on Thursdays from May 24 through July 26, 2012. The kick-off for this event will include sidewalk displays, food vendors, and entertainment in Tom Evans Plaza.

The MSCD is making the following requests of the City Council for each Thursday from May 24 through July 26, 2012:

- a. Waiver of electricity costs for power used from outlets near and inside Tom Evans Plaza
- b. Approval of a blanket Temporary Obstruction Permit and blanket Vending Permit for Central Business District (CBD) sidewalks from 8:00 a.m. to 8:00 p.m.
- c. Waiver of fee for Blanket Vending Permit
- d. Approval of closure of 24 parking spaces in CBD Lot X to facilitate vending and entertainment

In addition, necessary noise permits will be obtained from the Police Department.

ALTERNATIVES:

1. The City Council may approve the *Tune in to Main Street* requests, as submitted by the MSCD.
2. The City Council may approve the *Tune in to Main Street* requests, as submitted by the MSCD, with the exception of the fee waivers.
3. The City Council may direct staff to work with representative of the MSCD to modify these requests.

MANAGER'S RECOMMENDED ACTION:

The City Council has demonstrated that it is very supportive of the Main Street Cultural District, and has approved similar requests to support the positive energy that is being exhibited within the District. Therefore, it is the recommendation of the City Manager that the Council adopt Alternative No. 1, thereby approving the requests from the Main Street Cultural District for the 2011 *Tune in to Main Street* activities.



January 9, 2012

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

Dear Honorable Mayor Campbell and City Council,

The Main Street Cultural District is planning to hold the Tune In to Main Street concert series on Thursdays, beginning May 24th from 5:30-7:30 p.m. and continuing for a total of 10 Thursdays ending on July 26th. Tune In to Main Street was a great success the past seven years, and we are excited to be able to hold it again this year. We will again feature local artists and hold free concerts open to the community. At this time, MSCD requests the council to consider these specific requests:

1. We plan to have musical entertainment in Tom Evans Park similar to past years. We ask for use of the electricity in Tom Evans Park. We ask for a waiver of utility cost for outlets near and in Tom Evans Plaza.
2. The MSCD requests a temporary obstruction permit to allow stores to utilize the storefront sidewalk to display merchandise. The temporary obstruction permit should be for the entire CBD from Thursday, May 24th at 8:00 a.m. to 8:00pm, and every Thursday through July 26th.
3. The MSCD also requests a Blanket Vending Permit for the entire CBD. We request the permit for every Thursday May 24th through July 28th from 8:00 a.m.- 8:00 p.m. We would like this permit to allow businesses to sell outside if they so choose. We further request that the fee be waived, as the businesses selling products will be members of the MSCD.
4. MSCD requests the use of the two parking rows directly south and to the east of Tom Evans Plaza from 1-8pm during the ten events for the use of children's activities, a bounce house, and to place a food vendor.

Thank you for your consideration of these requests and continued support of downtown Ames. We look forward to seeing you at the Tune In to Main Street concerts.

Sincerely,

A handwritten signature in blue ink, reading "Mandy McWherter".

Mandy McWherter
Events Coordinator
Main Street Cultural District

COUNCIL ACTION FORM

SUBJECT: MAIN STREET CULTURAL DISTRICT “ART WALK” REQUESTS

BACKGROUND:

The Main Street Cultural District (MSCD) is hosting its 18th annual Art Walk on Friday, June 1, 2012, and makes the following requests of the City Council:

1. Waiver of parking meter fees and enforcement in the MSCD from 3:00 to 6:00 p.m.
2. Blanket Temporary Obstruction Permit for the Cultural District sidewalks from 3:00 p.m. to 8:00 p.m.
3. Blanket Vending Permit for Cultural District from 8:00 a.m. to 8:00 p.m.
4. Waiver of fee for Blanket Vending Permit
5. Closure of six parking spaces near the intersection of Main Street and Kellogg Avenue for food vendors

Staff has calculated the lost revenue to the Parking Fund by waiving parking fees for June 3 to be approximately \$300.

ALTERNATIVES:

1. The City Council can approve the Art Walk requests as submitted by the MSCD for June 1, 2012.
2. The City Council can deny the requests.

MANAGER'S RECOMMENDED ACTION:

The Art Walk is a popular annual event that adds vitality to the Downtown. Because of the City Council's goal of enhancing commercial development in the Downtown, this type of special event should be encouraged.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the Art Walk requests as outlined above.



January 9, 2012

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

Dear Honorable Mayor Campbell and City Council,

The Main Street Cultural District is planning to hold its annual ArtWalk celebration on Friday, June 1 from 5pm to 8pm. The event will showcase area artists in businesses throughout the district. At this time, MSCD requests the council to consider three specific requests:

1. The MSCD requests a district wide waiver of parking fees beginning from 3pm through 6pm on June 1 to help attract additional patrons' downtown.
2. The MSCD requests a temporary obstruction permit for the entire Central Business District (CBD) to allow businesses to use the sidewalk in front of their stores to allow artists to create and display merchandise. MSCD requests the permit for June 1 between the hours of 3pm and 8pm.
3. The MSCD requests a Blanket Vending Permit for the entire CBD to allow artists, businesses, and food vendors to sell products. MSCD requests the permit for June 1 between the hours of 8am and 8pm and further request the vending permit the fee be waived.
4. MSCD requests the use of six parking spaces near Kellogg and Main to place food vendors.

Thank you for your consideration of these requests and continued support of the Main Street Cultural District and our 18th annual *ArtWalk*.

Sincerely,

A handwritten signature in blue ink that reads "Mandy McWherter". The signature is fluid and cursive, with a long horizontal line extending from the end.

Mandy McWherter
Events Coordinator
Main Street Cultural District

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR 4TH OF JULY ACTIVITIES

BACKGROUND:

The City Council Community Pancake Breakfast will be held again this year in front of City Hall on Wednesday, July 4. Staff is requesting that Clark Avenue, from Fifth Street to Sixth Street, be closed from 6:00 p.m. on Tuesday, July 3 (for set-up) until the conclusion of the parade on July 4 to provide a seating area for people attending the breakfast. The breakfast will start at 8:30 a.m. and conclude at about 10:30 a.m., so that everyone can attend the parade, which is scheduled to start at 11:00 a.m.

The Main Street Cultural District (MSCD) representatives are making preparations for the community parade and festival. Parade staging will take place on Northwestern Avenue between Wheatsfield Grocery and Main Street, on Allan Drive, in City Hall Parking Lots M and MM, and on Pearle Avenue. The festival will be located on Main Street and portions of Burnett and Kellogg Avenues.

Street closures will be needed from 6:00 a.m. until the end of the parade for the following streets:

- Main Street, from the Central Business District (CBD) Lot entrance to the Grand Avenue overpass, continuing on Northwestern Avenue to Sixth Street (Wheatsfield customers will be allowed access at Sixth Street)
- Allan Drive
- Pearle Avenue
- Fifth Street, from Grand Avenue to Duff Avenue
- Clark Avenue, from the south driveway of the CBD Lot to Sixth Street
- Burnett Avenue, from Main Street to Fifth Street
- Kellogg Avenue, from just south of Main Street to Fifth Street
- Douglas Avenue, from Main Street to Fifth Street

These street closures will facilitate line-up of the parade entries and the actual parade movement. The public will be notified of the street closures with signs placed on the parking meters. The MSCD is also asking for free parking for the entire CBD all day on Wednesday, July 4.

The following parking lot areas will also need to be closed for parade staging and other activities from 6:00 a.m. to approximately 3:00 p.m.:

- Lot MM, to the west of City Hall
- The south portion of Lot M, adjacent to the west door of City Hall (City vehicles and cars of City employees who are on duty will be parked in the north portion of the lot)
- Lot N, east of City Hall, for live entertainment and children's activities

Additionally, Parking Lot Q (near the Library) will need to be closed from 6:00 a.m. until 3:00 p.m. to provide parking for a portion of the 200 volunteers that are needed for the festivities. There are a total of 82 spaces available in Lot Q; however, 16 spaces are leased. The lessees would not be displaced during the parking lot closure, but will be allowed access to and egress from the lot. Art Weeks, Ames Public Library Director, has been contacted about this request and advised that the parking lot closure would not create any hardship for the Library since it is closed on that day.

The following permits and waivers are also requested from the City Council for July 4:

- A blanket Vending Permit and blanket Temporary Obstruction Permit for the MSCD from 8:00 a.m. to 6:00 p.m.
- Waiver of the fee for the Vending Permit and for utilities to be used from the outlets and water in Tom Evans Plaza.

Public Works will provide barricades and “No Parking” signs, as needed, to close the streets and control access to the parking lots. Organizers will be responsible for the replacement of any lost or damaged barricades.

ALTERNATIVES:

1. The City Council can approve the requests for activities on July 4, as requested above.
2. The City Council can ask staff or the event organizers for further information or to make different arrangements.
3. The City Council can deny the requests for the 4th of July activities.

MANAGER’S RECOMMENDED ACTION:

The return of the 4th of July parade in 2004 provided a great opportunity to bring the citizens of Ames together to celebrate. With the addition of the City Council Community Pancake Breakfast and day-long festivities in the Main Street Cultural District, this event provides the City Council with a way to partner with the Main Street Cultural District to promote “one community” by supporting this worthwhile event.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the requests detailed above.



January 9, 2012

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

Dear Honorable Mayor Campbell and City Council,

The Main Street Cultural District (MSCD) is in the planning process for the annual 4th of July Parade and Festival scheduled to be held this summer. The 4th of July Parade and Festival is a daytime event that begins at 8:30AM with the City Council Pancake breakfast and concludes with the festival ending at approximately 3:00PM. At this time, MSCD asks the City Council to consider the following requests:

1. The MSCD requests a district wide waiver of parking fees on July 4th to help attract additional patrons' downtown.
2. The MSCD requests a temporary obstruction permit for the entire Central Business District (CBD) to allow businesses to use the sidewalk in front of their stores to display merchandise. MSCD requests the permit for July 4th.
3. The MSCD requests a Blanket Vending Permit for the entire CBD to allow businesses, and food vendors to sell products. MSCD requests the permit for July 4th and further request the vending permit fee be waived.
4. The MSCD requests to use Tom Evans Park and Parking Lot "N" on Wednesday, July 4th from 6:00AM to the conclusion of the parade and festival (approximately 3:00PM) for live entertainment, children's activities, and educational programming. MSCD also requests the use of electricity and water in Tom Evans Park as well as a waiver of fees for those utilities.

Thank you for your consideration of these requests and continued support of the Main Street Cultural District. We are working hard to make this a great event for the Ames Community. We hope to see you downtown for the parade and festival this 4th of July.

Sincerely,

A handwritten signature in blue ink that reads "Mandy McWherter". The signature is fluid and cursive, with a long horizontal line extending from the end.

Mandy McWherter
Events Coordinator
Main Street Cultural District

COUNCIL ACTION FORM

SUBJECT: **REQUESTS FROM THE MAIN STREET CULTURAL DISTRICT
RELATING TO JULY SIDEWALK SALES**

BACKGROUND:

The Main Street Cultural District (MSCD) is again hosting Sidewalk Sales on July 26, 27, and 28, 2012. In conjunction with this event, organizers are requesting suspension of parking regulations and enforcement for the Central Business District from 8:00 a.m. to 6:00 p.m., July 26-28. The approximate estimated lost revenue to the Parking Fund from the waiver of enforcement is \$2,700.

In order to allow businesses to showcase merchandise, a blanket Temporary Obstruction Permit and blanket Vending License have also been requested. The MSCD asks that the Vending License fee be waived.

ALTERNATIVES:

1. The City Council can approve the requests for Sidewalk Sales as requested by the Main Street Cultural District.
2. The City Council can deny these requests.

MANAGER'S RECOMMENDED ACTION:

Sidewalk Sales are successful events held twice each year in the MSCD. Since these events bring shoppers to the MSCD, these requests further the City Council's goals to continue to provide financial support for the MSCD. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the requests for July Sidewalk Sales.



January 9, 2012

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

Dear Honorable Mayor Campbell and City Council,

The Main Street Cultural District is planning to hold its annual July Sidewalk Sale from Thursday, July 26 through Saturday, July 28. The Sidewalk Sale is a semi-annual event designed to promote shopping in the Cultural District. In past years, this event has proven to be a successful sale for the many businesses who participate. At this time, MSCD requests the council to consider three specific requests:

1. The MSCD requests a district wide waiver of parking fees all day beginning Thursday, July 26 through Saturday, July 28 to help attract additional patrons downtown.
2. The MSCD requests a temporary obstruction permit for the entire Central Business District (CBD) to allow businesses to use the sidewalk in front of their stores to sell and display merchandise. MSCD requests the permit for July 26 through July 28.
3. The MSCD requests a Blanket Vending Permit for the entire CBD. MSCD requests the permit for July 26 through July 28 and further request the vending permit fee be waived.

Thank you for your consideration of these requests and continued support of the Main Street Cultural District. We look forward to seeing you at the end of July for the Sidewalk Sale.

Sincerely,

A handwritten signature in blue ink that reads "Mandy McWherter". The signature is fluid and cursive, with a long horizontal line extending from the end.

Mandy McWherter
Events Coordinator
Main Street Cultural District

Cc: Jeff Benson

COUNCIL ACTION FORM

SUBJECT: IOWA STATE UNIVERSITY REQUEST TO LEASE CITY LAND AND LOCATE GOLF MAINTENANCE FACILITY ON THE SOUTHWEST PORTION OF MOORE MEMORIAL PARK

BACKGROUND:

In **March 2011** Iowa State University officials submitted a request to locate an approximate 5,000 square foot golf maintenance facility at the southwest corner of Moore Memorial Park. This location is immediately adjacent to a tree planting memorial that serves to honor victims of 911 and is approximately 50 feet west of a fenced natural gas restricted area (See Lease Agreement, Exhibit 1).

ISU staff explained that the existing golf maintenance facility is located in the floodplain, and that excessive damage has occurred to their building multiple times over the past several years. Long-term, the University is considering construction of a new clubhouse and practice green on the south side of their driveway west of their existing clubhouse. A lack of available land outside the floodplain would make it difficult to also construct a golf maintenance building on ISU property.

In **April 2011** members of the Parks and Recreation Commission met at the site to assess the impact this building would have upon Moore Memorial Park. At that time, the Commission supported ISU's proposal, but directed staff to host a public meeting and to meet with members of Trees Forever (who had planted the 911 Tree Memorial) to gain reaction to ISU's proposal.

In **October 2011** approximately **350 letters** were mailed to property owners that live in the Northridge and The Green subdivisions. Additionally, a press release was sent to the media inviting the general public to attend this informational meeting.

In **November 2011** staff, in conjunction with ISU Facilities Planning and Management staff, hosted a public meeting that was attended by approximately **23 residents**.

Staff also met with members of Trees Forever. In their formal written response (Attachment A), they requested that ideally the building should be located on the University's golf course property. However, they acknowledge that if construction on ISU land is not possible, the 911 Memorial should be relocated to another location at Moore Memorial Park or at another City park.

In addition to the comments received at the November public meeting (Attachment B), staff received a dozen e-mail comments and one phone call (Attachment C). Of the 350

letters that were mailed out, this is a feedback response rate of approximately 10%. **As you will glean from these comments, there is support for the City to enter into an agreement with ISU. However, you will also see that a few residents are adamantly opposed to park land at Moore Memorial being used for this purpose.**

At their February 2012 meeting, the Parks and Recreation Commission unanimously voted:

- 1) To recommend the City to enter into a 50 year, no fee lease agreement with ISU to locate a building at this City location at Moore Memorial Park,
- 2) To direct the City staff to work with members of Trees Forever to re-develop new 911 Memorial plantings, at ISU's expense, at another acceptable location within the park system, and
- 3) To ask University officials to return to the Parks and Recreation Commission to afford them the opportunity to "review and react" to the building contextually and aesthetically. Members of the Commission expressed concern that the building needs to "honor the feel of the park". This step would occur during the schematic design phase of the project.

It should be noted that **prior** to the City accepting the Moore bequest it contained only the following two conditions:

- 1) Improvements to include roadways, vehicle parking, and recreational facilities with special emphasis on playground equipment for young children.
- 2) The park to be named "Moore Memorial Park" with permanent entrance signage to include that the "land was donated by Fern and Bertha Moore".

However, in order to enhance the City's ability to carry out the purposes expressed in the Moore bequest, and prior its acceptance, the City asked that the following conditions also be included. These conditions were legally agreed upon by the Moore's estate attorney and were included in the approved Resolution in 1987 as follows:

- 1) The City may **sell** a portion of the land and use the proceeds to develop the remaining land for park purposes.
- 2) The City may **exchange** a portion of the land for other land for park purposes.
- 3) The City may **lease** a portion of the land to another party for development and / or operation for park purposes.

- 4) The City may **develop, use and manage** said real estate with the same authority and discretion it has with regard to the development, use and management of park land in general.

This third condition was relied upon in 1988 when the City and ISU entered into a lease agreement for 40 acres of land at Moore Memorial Park, west of Squaw Creek. The University uses this parcel for research plots, paying the City \$3,000 annually in rent. Those funds are deposited into the “Moore Memorial Park Fund” and are periodically used to enhance this park.

ALTERNATIVES:

1. The City Council can accept the recommendations of the Park and Recreation Commission, thereby:
 - a. Approving the provisions reflected in the attached 50 year, no fee lease agreement with Iowa State University allowing ISU to construct an approximate 5,000 square foot golf maintenance facility on the southwest edge of Moore Memorial Park;
 - b. Directing staff to work with members of Trees Forever to re-develop, at ISU’s expense, the 911 Memorial Planting to an acceptable location within the park system;
 - c. Asking University officials to return to the Commission to afford them the opportunity to “review and react” to the building contextually and aesthetically; and
 - d. Setting April 10, 2012 as the date of the public hearing to consider the lease of a portion of Moore Memorial Park property to ISU.
2. The City Council can accept the three recommendations from the Parks and Recreation Commission reflected in Alternative #1, with the exception that an annual fee should be charged to ISU for the lease of a portion of Moore Memorial Park.

Rather than move ahead to set a public hearing date for this lease arrangement at this time, the next step associated with this alternative would be for the staff to meet with ISU staff, and then to return to Council with a recommended annual lease fee.

3. The City Council can decide to sell to the University a portion of Moore Memorial Park to the southwest, and use the proceeds to further develop the park.

Rather than move ahead to set a public hearing date at this time, the next step associated with this alternative would be for the staff to return to Council with a recommended sale price based on the Council's current policy for disposing of City property.

4. The City Council can deny the request to lease a portion of Moore Memorial Park to ISU.

MANAGER'S RECOMMENDED ACTION:

The City and Iowa State University have a long tradition of partnering for the community's benefit. The most recent example is ISU's granting to the City the right to lease a 50 acre parcel of land for the Furman Aquatic Center at no cost. Additionally, Brookside, Stuart Smith, and Franklin Parks are located on land leased free-of-charge from ISU to the City. Other examples of this cooperative spirit include sharing the responsibility to operate and fund capital investments at the Ames/ISU Ice Arena and for CyRide.

The approval of this request will represent yet another partnership with the University that will enhance the quality of life for Ames residents. **Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby accepting the three recommendations from the Parks and Recreation Commission, approving the provisions of the proposed lease agreement, and setting April 10, 2012 as the date of hearing for the proposed lease of land to ISU.**

The City Council, however, should also remember that a relevant condition included in the Council resolution when the park property was accepted in 1987 allows the City to lease a portion of the land to another party for development and/or operation for park purposes. Staff believes that this condition is being satisfied because the proposed contract affords the City the opportunity to store large equipment and supplies on the leased land. The equipment stored at this site could be used to mow the turf and remove snow on the trails at Moore Memorial Park and numerous other parks located in central and west Ames. This is advantageous as it would significantly reduce travel time and fuel usage for staff going to and from the existing Park Maintenance Shop, which is located on East 13th Street. Although the likelihood of a legal challenge to this proposed no-cost lease to ISU is small, one could arise and, therefore, the City Council should be made aware of that possible risk if an agreement is approved.

The City Council should also take note that the proposed agreement mirrors the contractual provisions currently in place with ISU for the lease of the land on which the Furman Aquatics Center is situated.

Attachment A

TREES FOREVER RESPONSE

“Our first option, which is strongly preferred, is that the building be built elsewhere. It appears that the building could be built directly east of the cart storage building. This site would not affect the ATF memorial planting or the view from Moore Memorial Park of the golf course.

“Our second option is that the building be built as proposed and then we would work with the city and ISU and a landscape architect to either replant the existing trees in a different location in a city park or plant new trees in the different location. We recognize the importance of the City of Ames and ISU working together and we want to continue to foster this amicable relationship.”

Sincerely, Members of Ames Trees Forever
Dave Brotherson
Dianne Brotherson
Pam Helfer
Ginny Huntington
Bill LaGrange
Bob Schumer
Jan Thompson

ATTACHMENT B

Public Meeting Comments / Questions and Staff Responses November 2, 2011

(Approximately 23 people attended. The public's input is in bold with staff responses indented)

- **Can you hide the building with additional trees being planted?**
--Yes, this is only a conceptual drawing, additional trees can be planted
- **What other alternate locations did ISU consider?**
--Around the perimeter, but the goal was to stay away from private property owners and to stay out of the floodplain
- **What are you going to do about the 911 Memorial? It appears that two trees are very close to the proposed building.**
--Meet with members of Trees Forever to gain their reaction and input
- **What buildings would be removed at the existing maintenance site?**
--The trailers and building would be removed
--Employee parking would remain
- **What University vehicles will be at this site?**
--Only golf course vehicles and equipment on the south side of the building
--No additional Facilities Planning and Management vehicles would be allowed
- **The building would obstruct the open view from the walking trail to the golf course**
--It would also obstruct the view if it was located on the south, versus north side of the driveway
- **The 911 Memorial trees will eventually obstruct this view too**
- **Does the building include an office and restroom? If so, could park users use the restroom?**
--Yes, it will include an office and restroom
--No, the general public will not be allowed to use it
- **Will any equipment, supplies be left outside the building?**
--During the work day, equipment and vehicles will be allowed on the south side of the proposed building
--Nothing, at anytime, can be on the west, north, or east sides. This will be assured by being included in the Agreement between the City and ISU
- **What type of activities will go on inside the building?**
--Materials, supplies, equipment storage and repair
--Staff meetings and training
- **Where will golf course employee's park?**
--At the existing location

- **Aesthetically this looks good, but you must consider the impact on the 911 Memorial....it is going to be a problem?**
 - We agree and that is why we will be meeting with members of Trees Forever following this meeting
- **Would anyone stay overnight at this building?**
 - No
- **Will anything be stored outside the building?**
 - Only during the day on the south side. The Agreement will assure nothing is ever on the other three sides
- **You talked about the City and ISU cooperation over the years. I think partnering only works when the implication to the other party is “neutral”. This is totally negative to the park.**
- **We (golf course patron) felt that way when the City put 13th Street through the golf course too in the mid-1980s**
- **What does the 911 Memorial actually consist of?**
 - Trees Forever responded 2 trees, a plaque and we believe the 5 pine trees but we need to check
- **People need to remember that the pine trees will eventually screen the view from the trail to the south looking into the golf course**
- **I can see the golf course from my house and I’ll be able to see this building too...yet, I strongly support it at this location. If it is possible to slide it a bit to the south to help out the 911 Memorial planting that would be good.**
- **I bet the Moore family would have hoped this area could stay a park**
- **I totally support this proposal**
- **I want to present a great idea....ISU has land on the west side of the golf course....the Ames Lab....the Y grounds are over there too. You can locate this building over there**
 - We will review this suggestion
- **Who owns the land west of Squaw Creek?**
 - ISU
 - YMCA
 - City owns 40 acres of land that has been leased to ISU since 1988
- **Concern was expressed that the building would obstruct the view from the trail to the golf course and recommended locating it more to east (within the park) or on the south side of ISU’s driveway. The building should look more like the other buildings in the park “farm like” and that the north side of the facility could have more landscaping so it would be more attractive to walkers.**
 - It would be difficult to move the structure to the east due to underground utilities
 - Moving it on the south side to ISU land would be a challenge due to a lack of space outside the floodplain
 - Additional landscaping will be considered, and we will be meeting with Trees Forever

Attachment C

Public Comments

(13 e-mails and 1 phone call were received)

Tom Barta:

My townhouse property at 2882 Greensboro Circle backs up to Moore Park and I walk my dog every day past the proposed site of the new golf course maintenance building. My initial reaction to the proposed site is that the golf course has plenty of ground above the flood plain so why is it necessary to borrow land from the city? I don't think they should even ask. The presence of an ugly maintenance building at the proposed location would spoil a nice view from the park. Thanks.

Janet Brimeyer:

Rick and I walk through Moore Memorial Park on a regular basis. We have seen the location of the stakes for the golf maintenance facility. We have no problem with ISU building the maintenance facility in the proposed location. One concern is for the evergreens located just to the north of the stakes - we hope that they can be preserved. This location is also a prime location for cross country skiers to access the golf course. It looks like there will be still be room on either side of the building for access to the course. Other than those concerns we are in favor of the proposal. We will not be attending the meeting and wanted you to know our thoughts since we are frequent users of the Moore park paths.

Richard Honzatko:

I am a frequent user of Moore Memorial Park. The proposed structure does not interfere with my use of the park, nor do I have objections to the proposal on grounds of aesthetics. Has anyone considered a façade for the new structure that matches the nearby barn/silo?

Bruce Janke:

As a 20-yr resident of Northridge subdivision who walks in Moore Park daily, sometimes twice a day, an ISU faculty member and an avid though not particularly skilled golfer, I am firmly opposed to this proposal. I doubt that providing a space for the golf course maintenance equipment was on the list of desired uses of that land when the donors decided to donate it to the city. Moore Park is a beautiful place, one of the best natural open-space parks in the city. When we first moved in, we had young children and I could not understand why some of the space was not used for creating ball fields or soccer fields. I was told that the donors of the land intended that it always be kept as a natural space. Now I appreciate the openness of the grassland as well as the trees. It was bad enough when the natural gas facility was put in place on the lower flat area several years ago (couldn't we at least screen it off with bushes or at least prairie grass between the fence and the walkway). The location for this shed further adds to an unsightly southern edge to the park, encroaches on the open area and blocks the best vista toward the golf course.

I believe ISU could come up with a different plan using the property already incorporated into the course. Having seen the flooding at close hand, I understand the need, but I think that they just looked at that nice flat open space next door and decided to ask if they could use it. My response would be: "No, you can't. You have plenty of space. Figure it out" To be sure, the land drops away from the road, but the facility could probably be placed next to the golf cart shed, maybe even attached at right angles to the west end, by either building up or digging out the foundation soil. Shorten the 1st tee box or move it south a bit. Granted, it would be more expensive than building a pole barn on a flat space. The course itself is well-maintained, but the university never seems to have put much into the buildings on the course. The clubhouse is an embarrassment for such a quality golf course. There is never money for upkeep (operations and maintenance) for any university buildings, and the golf course will likely continue to be at the bottom of the list. The fact that this is to be a maintenance building is a concern. Such buildings attract assorted paraphernalia and vehicles that get left outside, either for convenience or because there

is no room inside. Look at all the assorted pieces of equipment and vehicles in the current maintenance yard and ask if it is desirable to have that moving into the park.

Moore Park is a heavily used but well-maintained park. It affords people an unusually accessible and close-at-hand opportunity to take a deep breath and appreciate fairly wide-open spaces. This facility will detract from that status and condition. Thank you for listening to my lament.

Ann Rudi:

Norman and I were very pleased to be notified of the proposed leasing of land in Moore Park for the construction of a golf maintenance facility for Veenker. As residents of the Green 5th Homeowners Association, located at the southwest corner of Moore Park, we were particularly happy to be apprised of the impending changes, as we were never notified prior to ISU's construction of the "Cyclone Golf Performance Facility," built just south of our property a few years ago.

Almost all of our Association members avail themselves of the Park facilities on a regular basis, particularly as a walking environment. We were sorry not to have attended the meeting last evening, but probably the rainy, cool weather led to our forgetfulness!! After having studied the maps online, and seeing the markers on the property, we feel the construction is in no way detrimental to Moore Park. The current structures just to the south have already been absorbed into the Park's landscape, and it is likely the new construction will do so as well, particularly since it is an interior project.

We certainly empathize with the rationale of the move, after seeing the recurring flooding and damage to Veenker through our 31 years of proximity to the course. I can so well remember John Newton commenting after another of our "500-year-floods" that he would be sending out his resume but he had lost it in the floods!

Again, many thanks for the update, and we look forward to hearing the sighs of relief from Veenker when all is done.

George Servoy (telephone call):

ISU is not looking toward the future; this is a "terrible idea". The structure would block a lovely view of the golf course from the walking trail.

Ron Smith, 2209 Pinehurst Drive

I was present at the November 2, 2011 explanation of Veenker's suggestion of annexing part of Moore Park for a maintenance facility. I commend you for your very informative and pleasant presentation. I understand ISU's reasoning - to move their facility out of the flood plain, and also the convenience of locating it near the course "command center". My chief objection to this plan is that I do not think the Moore sisters wished to have any annexation of the parkland - this is not in the spirit of their gift.

Please examine the legal document that deeded the land to the city of Ames, and I would surmise (I haven't seen the document...) that their gift was stipulated for use as a park for the enjoyment of the people of Ames. And many, many people (and lots of dogs) do enjoy the park. I also believe that the Veenker plan encroaches much too close to the 9/11 tree memorial. I believe that ISU has architects and land use planners that can find a solution that places their proposed facility on Veenker property.

Steve Sornsen:

I support the efforts to move the Veenker golf maintenance shed to the city owned park. Thank you.

Don Sprague, Ames resident and Veenker golfer:

I think it's a good idea to let Veenker put its facility on the space indicated. I like to see cooperation between the City of Ames and the University. I'm in favor of this. I do not think it necessary for the City to be compensated.

Virginia Stafford, 2872 Greensboro Circle

I was not able to attend your meeting at Veenker to discuss a proposed lease of Moore Park land to Veenker for construction of a maintenance facility. I am opposed to leasing Moore Park land to Veenker. I have lived in the neighborhood since Moore Park was first developed, first in the Green Fifth addition, and

for the past 15 years in the Arbor on the Green addition. Moore Park is a treasure in the Ames Park system. It has developed with a clear site plan involving a subtle farm theme which would have pleased the Moore's. Except for the tower which was not kindly used (but is now demolished) each addition has contributed to a park with year round use, thanks to the fully paved loop trail. It is used by "walkers, strollers, dog walkers, runners, and cyclists" and bird watchers, deer spotters, and many groups. There are memorial trees, including the grove close to the southern path. It would be nice to NOT have the utility area on park land, but with plantings it can become less visible.

Moore Park has a view over the golf course to the rooftops of ISU. Veenker currently has a maintenance facility which includes a building, with outdoor storage of materials and maintenance machines during the season, and parking for maintenance staff members. This is obviously needed by a golf course, and is subject to flooding. One plan which might be considered by Veenker would be raising the ground level of the present facility site. Rebuilding would be possible, perhaps with storage and parking in an area less visible from the Veenker Center and golfers. If that happens, I would hope Veenker would use a dark colored roof, and replace the roof on the golf cart storage shed. Dark colored roofs improve the long range view.

Karen Thompson:

I think the proposal is practical and the Moore Park site looks well-designed.

Jan Walter, 2860 Greensboro Circle:

After looking at the website and the drawings of the project, I would see no problem with it. It appears from the drawings that it is placed in an area that should not be a problem for people. I will walk over and look at the posts indicating the site. Avoiding the flooding seems very important.

Linda and Bernie White:

I just looked at the sketches of the new building for the maintenance facility on line. The renderings and the maps are very good. The location seems very reasonable. However, the building will seem quite large I am sure. And so to fit with the ambience of this magnificent park, let's see if the design can be more in keeping with the surrounding buildings of the Moore farm. The barn and silo should be a great reference for the architects to work with. Since the building proposed is about the shape and size of a barn, I bet we can achieve a structure that will complement those salvaged from the farm and with the great barn like shelter at the top of the hill. I have surveyed other Moore park users and they agree with the need to have the structure be contextual with the existing structures. We are very sorry that we will be on our way to Milwaukee for a meeting at the very time of the meeting. I hope you will represent our views. Any questions, we are here until Wed morning. Thanks for having the meeting and know we support moving the facility to the new location.

Firth K. Whitehouse

I was unable to make it to the meeting last week about the proposed relocation of the Maintenance Facility at Veenker; I hope the meeting went well. It is a good idea to get that building out of low ground and to a new location. But I do have a question/concern:

When you look at Image 4 (aerial view), you can see that the existing building and proposed building are roughly the same size. But the existing Storage Yard appears to be much larger than the proposed yard size. How are they going to be able to park all of those vehicles and keep the site neat and tidy (i.e. put away all their toys)? I am not against this move at all; I just want to make sure that it does not become an eyesore for our beautiful park facility. Thanks.

LEASE AGREEMENT

CITY OF AMES TO THE BOARD OF REGENTS, STATE OF IOWA ACTING FOR IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY (Veenker Golf Course Maintenance Building in Moore Memorial Park)

THIS LEASE AGREEMENT made this ____ day of _____, 2012, between the City of Ames, Iowa, hereinafter called "City", and the Board of Regents, State of Iowa acting for the Iowa State University of Science and Technology, hereinafter called "University",

WITNESSETH THAT:

WHEREAS, the University owns and operates a eighteen-hole golf course adjacent to the City's Moore Memorial Park; and,

WHEREAS, this golf course is utilized by the citizens of Ames as well as the students, faculty, and staff of the University; and,

WHEREAS, the current location of the maintenance building for this golf course is in an area of the flood plain that continually floods thus causing the closure of the course and the discontinuation of play for Ames residents; and,

WHEREAS, relocating the golf maintenance building to higher ground on Moore Memorial Park may result in more playable hours for Ames residents; and

WHEREAS, the relocated golf maintenance building will house City equipment and supplies that serve the operational needs of Moore Memorial Park;

NOW, THEREFORE, in consideration of the premises, the City does hereby agree to lease to the University a site consisting of approximately 17,000 square feet (land area) which includes a building of approximately 5,000 square feet located generally in the southwest corner

of Moore Memorial Park in Story County, Iowa, and more particularly described in the attached Exhibit I.

1. The term of this lease agreement shall be fifty (50) years, commencing on the 1st day of May, 2012, and ending at midnight on the 31st day of April, 2062, unless earlier terminated by mutual agreement of the parties or as set forth in Paragraph 10 of this Lease Agreement. In recognition that the University might want to make additional improvements on the leased site in the future that will require time to depreciate, it is agreed that the University may request, and the City may grant, extensions to this Lease Agreement term at any time.

2. There shall be no money payments due or owing the City under this Lease Agreement. The full, complete, and satisfactory consideration for this Lease Agreement shall be and is the promise hereby made by the University to:

a. Maintain the leased premises at the University's expense in at least the same condition as the surrounding park property.

b. If a basement is constructed as part of the golf maintenance building, the public will be allowed access to this portion of the building as a shelter during City of Ames-declared severe weather warnings.

c. Assist with Moore Memorial Park operations by allowing the Ames Parks and Recreation Department to store park maintenance equipment and supplies in the golf maintenance building.

3. Said premises shall be used by the University solely as a golf maintenance building for Veenker Golf Course equipment and vehicles, and storage for tools, equipment, and other items necessary for the operation of Veenker Golf Course and the maintenance of its grounds. However, the outdoor storage of equipment, vehicles, tools, and other items associated with the above use shall not be permitted on the leased area, unless agreed upon in advance by the City and the University in writing.

4. The University is authorized to make all of the improvements, at its expense, on the leased site as generally shown on the conceptual plan attached as Exhibit II.

5. Following the completion of the initial construction project as described in Paragraph 4, the University may also make other improvements on the site that are consistent with the purposes set forth in Paragraph 3 of this lease agreement after obtaining the City's approval. The approval of the City for additional improvements shall not be unreasonably withheld.

6. The University may grade said real estate and install, at its expense, telephone lines and utilities necessary for the development of the golf maintenance building. In addition, the University shall pay all charges for the use of utilities, telephone lines, and services furnished to the leased premises.

7. The University shall, after taking possession of said premises and until the termination of this Lease Agreement, care for and maintain said premises in a reasonably safe and serviceable condition consistent with other University facilities. The University will not

knowingly permit or allow the leased site to be damaged or depreciated in value by any dumping of refuse, discharge of hazardous waste or any act of the University, its agents or employees. The University shall do what is reasonably necessary to control soil erosion resulting from the University's use of the leased site, including maintenance and preservation of existing watercourses and waterways. The University agrees to comply with all applicable laws, regulations, and ordinances. The University agrees that it will pay for or cause to be paid all costs for work done by it or caused to be done by it on the leased premises, and the University will keep the leased premises free and clear of all mechanic's liens or claims relating to the University's public improvements and other liens on account of work done for the University. The University agrees that it shall be primarily responsible for providing emergency services on the leased site. However, nothing herein shall contravene any existing 28E Agreements between the parties.

8. The University does hereby covenant and agree to indemnify and hold harmless the City, its officers and employees, against any loss or liability whatsoever, including reasonable attorney's fees, pertaining to any and all claims by any and all persons, resulting from or arising out of the University's construction, location, operation and maintenance of said leased area.

9. At the end of the term of the Lease Agreement, the University will remove all facilities, equipment, improvements, and personal property from the leased premises and return the leased premises to a safe, open green space, unless otherwise agreed to in writing by the parties. The Parties agree to meet and determine a reasonable schedule for the removal of facilities and return of the premises to open green space. However, if the University makes a request in writing to extend the term of the Lease Agreement for purposes consistent with Paragraph 3, and such request is made in the period beginning three years prior and ending no later than one year prior to the end of the fifty year term of the Lease Agreement (or any mutually agreed modification of the term), and the City denies the request, then the obligation to remove all improvements will be based on mutually satisfactory terms agreed to by the parties in writing.

Upon termination of the lease the University agrees to remove any hazardous materials that are deposited by the University or deposited as a result of University sponsored activities on the site during the term of the agreement.

10. This Lease Agreement is granted and all rights hereunder shall endure except that if one or more of the following events occurs the City may terminate the Lease Agreement following the procedures indicated in this Paragraph:

a. The University fails to begin construction of the improvements described in Paragraph 4 within two years from the commencement of this Lease Agreement.

b. The University uses the leased premises for purposes other than stated in Paragraph 3.

c. The University breaches a material term of this Lease Agreement and such breach is serious and goes to the essence of the transaction. A breach is serious and goes against the essence of the transaction only in the following cases:

i. The University has breached a term of this Lease Agreement and such breach has caused or is reasonably expected to cause damages in excess of

\$500,000, such amount to be adjusted annually each July 1 for inflation using the Department of Labor's Consumer Price Index-Urban [CPI-U, All Items, All City Average, 1982-84-100] issued in the preceding month;

ii. The University has repeatedly breached a material term of this Lease Agreement within any two-year period, or the University has engaged in a pattern of material breaches of this Lease Agreement; provided, however, this clause may only apply where the University's breaches indicate deliberate indifference to the terms of this Lease Agreement.

For termination pursuant to Subparagraph 10(a), the City shall give at least 60 days advance written notice, and termination shall be automatic at the end of the 60 day notice period. For termination pursuant to Subparagraphs 10(b) and 10(c), the City shall notify the University in writing of its intent to terminate and the nature of the event or breach the City believes has occurred and shall provide the University with a reasonable period commensurate with the nature of the event or breach to cure such event or breach. If the University fails to cure such event or breach by the end of the cure period, the City shall give at least 30 days advance written notice, and termination shall be automatic at the end of the 30 day notice period.

11. This Lease Agreement may not be assigned by the University without the advance, written consent of the City of Ames.

IN WITNESS THEREOF the parties hereto have caused this lease to be signed by their duly authorized representatives as of the date first above written.

**IOWA STATE UNIVERSITY OF
SCIENCE AND TECHNOLOGY**

By: _____
Warren Madden
Vice President for Business and Finance

BOARD OF REGENTS, STATE OF IOWA

By: _____
Robert Donley
Executive Director

CITY OF AMES, IOWA

By: _____
Ann H. Campbell
Mayor

By: _____
Diane R. Voss
City Clerk

Exhibit I



Exhibit IIA



Exhibit IIB



COUNCIL ACTION FORM

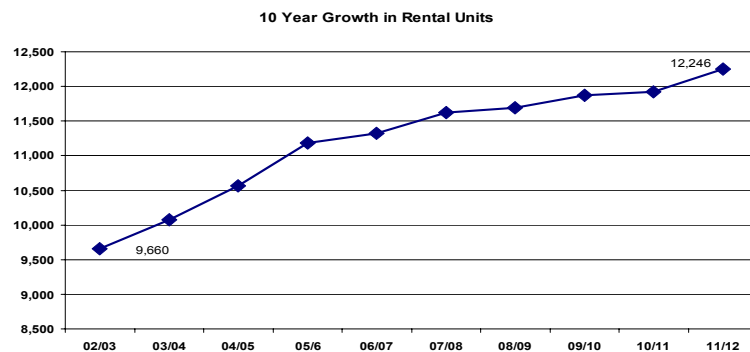
SUBJECT: APPROVAL OF 2011/12 RENTAL REGISTRATION FEES

BACKGROUND:

Rental registration fees are billed annually after approval by City Council. Rental registration is billed near the end of each fiscal year and is calculated by dividing the current year final amended budget by the current number of registered rental units. This method allows the City to closely match the actual cost of administration of the rental program to the user fees charged.

In February 2011, the City Council increased staffing levels in the rental inspection program for FY 2011/12. These additions were made to reduce a six- to nine-month backlog in rental inspections and to improve the timeliness of future inspections. The increased staffing consisted of transitioning a part-time inspector to full-time and adding a 0.4 FTE increase in clerical support. As was highlighted in the FY 2011/12 City Manager's budget letter, the rental registration fees that will be billed in calendar year 2012 are the first that reflect the increase in staff levels and corresponding increase in fees. The total increase in expenses was estimated at approximately 20%, with total fees increased by the same amount.

As a part of last year's budget process, the City Council was informed that the personnel additions alone would result in an increase of \$3.38 per unit in rental registration fees. Since the adoption of the FY 2011/12 budget, there have been other budget changes that have impacted this program, including increased costs for technology



charges due to heavier use by the program; personnel changes and payment of unemployment benefits; several other smaller changes in costs; and finally, an increase in the number of units, which spreads the costs over a larger number of units. The many personnel changes included departure of an employee assigned to rental inspections that resulted in payment of unemployment benefits, since the City is self-insured for state unemployment benefits. The combination of these changes in the budget caused the costs allocated for rental inspections to be approximately \$16,000 over the adopted FY 2011/12 budget of \$304,548. These costs are passed on in higher rental fees.

If the Council chooses to exclude the cost of unemployment benefits from the rental registration fees, we will expect a possible increase of around seven percent in the fees per the FY 2012/13 budget. We expect that this would be the high end of possible fee increases, and that the spreading of costs over a larger number of rental units and

possible reallocation of personnel expenses could bring the following year's fee increase down. If the Council chooses to include the unemployment expense in the amount collected in fees billed this year, the fee increase for FY 2012/13 would instead be minimal.

The City Council is being asked to approve the rental housing registration fees reflected below for FY 2011-12.

	FY 10-11 Registration Fee	Column A Alternative 1 FY 11-12 Registration Fee	Alternative 1 Increase over FY10-11	Column B Alternative 2 FY 11-12 Registration Fee	Alternative 12 Increase over FY10-11
Single Family	\$24.30	\$29.17	\$4.87	\$27.69	\$3.39
Duplexes	\$20.00	\$24.87	\$4.87	\$23.39	\$3.39
3-6 Apartments	\$19.60	\$24.47	\$4.87	\$22.99	\$3.39
7-20 Apartments	\$18.80	\$23.67	\$4.87	\$22.19	\$3.39
> 20 Apartments	\$16.83	\$21.70	\$4.87	\$20.22	\$3.39
Lodging & Boarding	\$19.10	\$23.97	\$4.87	\$22.49	\$3.39
Fraternities and Sororities	\$60.00	\$100.00	\$40.00	\$100.00	\$40.00
Condominium	\$24.30	\$29.17	\$4.87	\$27.69	\$3.39
Totals		\$320,523.00		\$300,968.00	

ALTERNATIVES:

1. Approve the proposed changes to the Rental Registration fees to increase overall as provided in Column (B) above. This **excludes** the cost of unemployment benefits from the amount collected in Rental Registration fees.
2. Approve the proposed changes to the Rental Registration fees to increase overall as provided in Column (A) above. This **includes** the cost of unemployment benefits in the amount collected in Rental Registration fees.
3. Refer the Rental Registration Fee Schedule back to staff with direction to develop an alternative fee structure.

MANAGER'S RECOMMENDED ACTION:

It is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the proposed changes to the Rental Registration fees to increase overall as provided in column (B) above. This **excludes** the cost of unemployment benefits from the amount collected in Rental Registration fees.

Although this is a departure from the long-standing expectation that rental registration fees pay 100% of associated program costs, this year is unusual. In this case, much of the unemployment liability was earned for work done under permits and inspections in the General Fund. Therefore, staff is recommending that the Council consider not passing this one-time cost on to rental property owners through rental registration fees, but to absorb the cost in the General Fund, resulting in a need for \$3,500 less in revenue than was included in the adopted budget.

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	\$22.99/apartment
Seven to Twenty Apartments	\$22.19/apartment
Over Twenty Apartments	\$20.22/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-two dollars and forty-nine cents (\$22.49) 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-seven dollars and sixty-nine cents (\$27.69) 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-seven dollars and sixty-nine cents (\$27.69) per unit for single family dwellings and twenty-three dollars and thirty-nine cents (\$23.39) 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-seven dollars and sixty-nine cents (\$27.69) 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: **ENFORCEMENT OF WEED AND GRASS COMPLAINTS**

BACKGROUND:

Noxious Weed Control

State law governs weed control within the state. Noxious weeds are defined and listed in Iowa Code 317.1A. (See attachment) Under the provisions of the Iowa Code, each county appoints a weed commissioner who is responsible for developing and enforcing a county noxious weed control program.

Some Iowa cities have also adopted ordinances which make noxious weeds a public nuisance. Ames does have a municipal ordinance prohibiting weeds and lawn grasses over 12 inches in height for rental housing properties, but there are no provisions applicable for other types of properties within the city. (See attachment) Currently City staff members responding to noxious weed complaints rely primarily on requests for voluntary compliance. Although the county weed commissioner and deputies appointed by the County do have authority to enforce violations within the City of Ames, they have not historically done so.

In order provide for better response to our citizens who complain about noxious weeds, and to provide a clearer understanding of weed prohibitions, it would be advisable to adopt a City ordinance that would make the presence noxious weeds a public nuisance enforceable as a municipal infraction. Under such an ordinance, the City Manager could designate the City's neighborhoods inspector as the official who is authorized to enforce violations of the weed prohibitions.

General Vegetation Maintenance

The City Council should be aware that the staff receives numerous complaints regarding ground cover that has not been mowed or maintained. If the property has noxious weeds or the vegetation obstructs the public right of way, the Municipal Code grants the staff some authority to address these citizen complaints. In addition, if the property is a rental unit, Chapter 13 addresses the issues of lawn height (see attached).

Many times, however, staff receives complaints about non-rental properties that have both noxious weeds and overgrown yards. While staff may have some authority to address noxious weeds, the complainant is still unsatisfied since grass height is not enforceable.

The issue of vegetation control has been discussed by previous City Councils. This is a controversial topic upon which it is difficult to reach consensus. However, since we are discussing improvements to noxious weed enforcement to improve our responsiveness

to our customers, staff thought it was appropriate time to determine if this Council has any interest in exploring regulations for grass heights on owner-occupied properties.

ALTERNATIVES:

1. Direct staff to prepare an ordinance defining noxious weeds as specified in Iowa Code, declaring noxious weeds a public nuisance enforceable as a municipal infraction, and publishing notice of public hearing.
2. Direct staff to prepare an ordinance defining noxious weeds as specified in Iowa Code, declaring noxious weeds public nuisance enforceable as a municipal infraction, and publishing notice of public hearing.

In addition, direct staff to prepare a future presentation to the City Council regarding grass height enforcement options.

3. Make no changes to the current program for weed enforcement.

MANAGER'S RECOMMENDED ACTION:

Adoption of the State's noxious weed definition should help our customers better understand the City's long-standing enforcement effort. Additionally, designation of the Neighborhoods Inspector as the City's weed official should be logical for our customers and efficient for City staff. **Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 and direct staff to prepare an ordinance that defines noxious adopts by reference to the Iowa Code, declares noxious weeds a public nuisance enforceable as a municipal infraction, and directing publication of notice and setting of a public hearing.**

The discussion of maximum grass height has proven to be a controversial and complex issue. However, the lack of such regulation appears to be frustrating some of our customers. If the City Council believes that this issue should be revisited, then Alternative #2 should be pursued thereby requesting a future staff presentation regarding various options related to this issue.

ATTACHMENT I

Ames Municipal Code Chapter 13 Rental Housing, Section 13.406 (9)

(9) Tall grass and weed control. (a) General:

Owners are responsible to mow grasses, trim shrubs and trees, manage cultivated plants, and control weeds throughout their properties in a neat and orderly condition, comparable to other properties in the neighborhood. Lawn grasses shall not exceed 12 inches in height.

(b) Weeds:

Owners are responsible to control all vines, brush, bushes, volunteer trees less than 3 inches in diameter, and noxious weeds which, in the judgment of the Building Official, constitute a health, safety or fire hazard. Weeds, as used in this section, means all vegetation which is not purposefully planted, cultivated, and managed, and/or that which is purposefully planted, but which has been allowed to proliferate in an uncontrolled manner. This includes, but is not limited to the specific list of plants identified by State Code Chapter 317. All vegetation in this category shall not exceed 12 inches in height. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after posting of a notice of violation or service of a notice of violation, any duly authorized employee of the City of Ames or contractor hired by the City of Ames shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be charged against the property in the manner of a special assessment.

Noxious Weeds, Iowa Code Section 317.1A(1): The following weeds are hereby declared to be noxious and shall be divided into two classes, namely:

a. Primary noxious weeds, which shall include quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), Canada thistle (*Cirsium arvense*), bull thistle (*Cirsium lanceolatum*), European morning glory or field bindweed (*Convolvulus arvensis*), horse nettle (*Solanum carolinense*), leafy spurge (*Euphorbia esula*), perennial pepper-grass (*Lepidium draba*), Russian knapweed (*Centaurea repens*), buckthorn (*Rhamnus*, not to include *Rhamnus frangula*), and all other species of thistles belonging in genera of *Cirsium* and *Carduus*.

b. Secondary noxious weeds, which shall include butterprint (*Abutilon theophrasti*) annual, cocklebur (*Xanthium commune*) annual, wild mustard (*Brassica arvensis*) annual, wild carrot (*Daucus carota*) biennial, buckhorn (*Plantago lanceolata*) perennial, sheep sorrel (*Rumex acetosella*) perennial, sour dock (*Rumex crispus*) perennial, smooth dock (*Rumex altissimus*) perennial, poison hemlock (*Conium maculatum*), multiflora rose (*Rosa multiflora*), wild sunflower (wild strain of *Helianthus annus* L.) annual, puncture vine (*Tribulus terrestris*) annual, teasel (*Dipsacus*) biennial, and shattercane (*Sorghum bicolor*) annual.

The multiflora rose (*Rosa multiflora*) shall not be considered a secondary noxious weed when cultivated for or used as understock for cultivated roses or as ornamental shrubs in gardens, or in any county whose board of supervisors has by resolution declared it not to be a noxious weed. Shattercane (*Sorghum bicolor*) shall not be considered a secondary noxious weed when cultivated or in any county whose board of supervisors has by resolution declared it not to be a noxious weed.

COUNCIL ACTION FORM

SUBJECT: SOUTHEAST 16TH STREET TAX ABATEMENT POLICY

BACKGROUND:

On February 28, 2012, City staff reported to City Council regarding a request from Brad Deery to consider granting tax abatement for their proposed development at the southwest corner of Southeast 16th Street and South Dayton Road. Because the property has been flooded in the past, it is their intent to raise the elevation of 11.5 acres of the 26-acre site above the road level using earth excavated from the floodway portion of the site. (The Zoning Board of Adjustment approved that excavation in the floodway on March 14.) They also intend to subdivide the land into three lots. Once this site work is completed, they intend to begin construction of a car dealership on the middle lot. Since uses for the remaining two lots have yet to be identified, development of these two lots most likely will occur at a later date. In order to offset some of the expense of excavation and fill for the development of these three properties, Mr. Deery is requesting that the City grant tax abatement.

On February 28, the City Council directed staff to develop a policy establishing qualifying criteria for an economic development tax abatement area that would specifically include:

- a) property located between South Duff Avenue and Dayton Road, along Southeast 16th Street,
- b) the costs for raising land at least three feet out of the floodway fringe are equal to or greater than the value of the abatement,
- c) an engineer's certificate showing that raising the land would have no impact on surrounding properties, and
- d) any other criteria that staff feels are necessary.

Code of Iowa Chapter 404 provides for municipalities to establish Urban Revitalization Areas and associated Plans as the mechanism for providing tax abatement in areas which the City Council has identified for economic development. Staff proposes the attached policy for City Council to consider for guiding the establishment of Urban Revitalization Areas along Southeast 16th Street (Attachment A).

Criterion #1

Because the Council directed that the abatement criteria include filling property above the base flood elevation, the only parcels along Southeast 16th Street between South Duff Avenue and Dayton Road that would be eligible are properties wholly or partly

within the Floodway Fringe zoning overlay district, which Attachment B illustrates. **The Council should note that the Deery property is not one of the parcels within the floodway fringe as established by FEMA in 2008. However, staff believes this was an oversight on FEMA's part.**

Criterion #2

It should also be emphasized that the City Council directed that the qualifying criteria would specifically relate to the costs for raising land at least three feet out of the floodway fringe. However, because the Deery property is outside of the floodway fringe, the Council's direction would not apply to this property. In keeping with the spirit of the Council direction, staff is recommending that the FEMA-established base flood elevation of **adjacent** properties (834 feet) within the floodway fringe be used. **Therefore, the recommended qualifying criterion for this issue references the elevation of 837 rather than three feet above this base flood elevation.**

Council also directed that an engineering study be provided showing that raising the land would have no impact on surrounding properties (See Criterion #2a on Attachment A). It is important to note that **any** filling in the floodplain will have impact on surrounding properties that have yet to be filled. **Therefore, this proposed policy of the Council could never be met.**

As an alternative, staff is providing Criterion #2b on Attachment A that requires an engineer to certify that the filling of the land will have no impact on surrounding properties beyond that impact already anticipated in establishing the Base Flood Elevation (a maximum rise of one foot).

Criterion #3

As stated above, the City Council directed that the criteria would specifically relate the costs for raising land at least three feet out of the floodway fringe to the amount of tax abatement received. Therefore Criterion #3 requires an engineer-certified cost estimate of flood protection measures to protect the improvements up to elevation 837 feet. Working with the City Assessor, staff will provide estimates of the value of the tax abatement based on the three-, five- and ten-year tax abatement schedules that the City uses for all other Urban Revitalization Programs which allow the City Council to determine eligibility. Under Criterion #3 the estimated abatement value cannot exceed the estimated cost of flood protection.

Criterion #3a, as proposed, allows for abatement related only to the costs of filling to elevation 837. The City Council should decide whether or not to offer the abatement for costs that exceed this local elevation requirement. It appears, for example, that Mr. Deery is seeking abatement beyond this minimum. **Criterion #3b allows for the tax abatement regardless of the level of fill brought on to the site.**

It should be emphasized that the Council's requirement that the cost of fill exceeds the tax abatement benefit received is a qualifying criteria. This calculation is based on the estimated cost for the fill work and projected assessed value of a proposed project. It is

possible that after the abatement is certified by the City Assessor it is determined that the actual value of the improvements or cost for fill are different from the original estimates. However, at that time it won't be possible to deny the abatement. Therefore, a technique to protect the City from this situation would be to require a Developer Agreement that would provide for the property owner to make annual payments back to the City during the life of the abatement for any amount of the total abatement that exceeds the cost of raising land out of the floodway fringe. **The Council will have to decide if you want to institute this cumbersome strategy, eliminate this qualifying criterion, or merely rely on the original estimates without verification at a later date.**

Criterion #4

Commercial areas usually include public sidewalks along the street. Public sidewalks are important for providing access to all users for commercial services, for continuity and connectivity in the walkable community as a whole, and in this location because of all of the visitors to the community who stay at the hotels at the east end of Southeast 16th Street. When new areas are developed, the subdivision regulations require the property owner or developer to construct the sidewalk.

A shared use path already exists along the north side of Southeast 16th Street and across the bridge, but no sidewalk exists along the south side. For the property on the south side of Southeast 16th Street and west of the Skunk River, a rezoning agreement approved on May 11, 2010 requires a sidewalk be constructed as the property develops. **Since the parcels on the south side of Southeast 16th Street and east of the Skunk River already exist and thus no subdivision process may be needed, and because the property is already zoned as Highway Oriented Commercial, there may be no future opportunity to require sidewalks along this frontage. Therefore, the proposed Criterion #4 for tax abatement requires the public sidewalk.**

Criterion #5

At that February 28 meeting, the City Council also discussed tax abatement as an incentive to initiate commercial development on the Southeast 16th Street corridor where infrastructure improvements have already been made. The Highway-Oriented Commercial Zoning permits a wide variety of uses (See Attachment C). Some uses may be more appropriate than others for stimulating commercial development along the major entry corridor into the community. For example, a retail sales use is more likely than wholesale trade to create customer activity that will attract other retail development.

Criterion #5 excludes the following uses from being eligible for tax abatement:

- Wholesale trade
- Mini-storage warehouse facilities
- Transportation, communications, and utility uses
- Institutional uses

Adult entertainment businesses
Detention facilities
Agricultural or industrial equipment sales
Agricultural and farm related activities

This list of ineligible uses is similar to that used in other Urban Revitalization policies in the City. **The City Council may want to consider making ineligible other permitted uses listed on Attachment C from consideration.** While improvements constructed for ineligible uses would not qualify for tax abatement, property owners would still have the right to develop all uses permitted within the zoning district. Council should note, however, that once an Urban Revitalization Area and Plan are adopted for construction of improvements for an eligible use, the abatement will continue for the remainder of the abatement schedule even if the eligible use is discontinued at that site. Here again, a technique to protect the City from this situation would be to require a Developer Agreement that would provide for the property owner to make annual payments back to the City during the life of the abatement for any years in which the property is used for an ineligible use.

In order to provide the information necessary to determine compliance with all five of the proposed criteria, it will be necessary that a Minor Site Development Plan and architectural floor plans and elevations be prepared and approved by staff and submitted to City Council as part of each Urban Revitalization Plan.

ALTERNATIVES:

1. City Council may approve the proposed policy for establishing Urban Revitalization Areas and Plans on Southeast 16th Street as described by Attachments A and B.
2. City Council may approve the proposed policy for establishing Urban Revitalization Areas and Plans on Southeast 16th Street as described by Attachments A and B, with modifications.
3. City Council may refer this issue to staff for further information.
4. City Council may deny the proposed policy for establishing Urban Revitalization Areas and Plans on Southeast 16th Street.

MANAGER'S RECOMMENDED ACTION:

The City has invested several million dollars in infrastructure to provide for quality, commercial development along this entryway corridor into Ames. To date, no projects have been proposed until Deery Brothers began planning for a new auto dealership here. The property owner emphasized to the Council that the significant additional costs that are required to protect new development from future flooding have been a possible impediment to that project and other commercial projects in this area. As a result of this input the City Council directed the staff to create criteria for a new urban revitalization

program along S.E. 16th Street. In accordance with this directive, **it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the proposed policy for establishing Urban Revitalization Areas and Plans on Southeast 16th Street as described by Attachments A and B.**

Should the City Council approve the Urban Revitalization Policy, the following steps would be necessary for any eligible project to take advantage of this incentive:

1. Developer prepares Minor Site Development Plan and architectural floor plans and elevations.
2. Developer works with the City staff Development Review Committee for approval of these plans.
3. If the proposed project complies with attached policy, developer presents these plans to the City Council and Council sets a date for a public hearing on establishing the project site as an Urban Revitalization Area and approving an Urban Revitalization Plan for that site. The Minor Site Development Plan and architectural floor plans and elevations, and other requirements as determined by the City Council serve as the Urban Revitalization Plan. State law requires 30 days prior notice for this hearing.
4. City Council conducts the hearing and approves the first reading of an ordinance establishing the Urban Revitalization Area and approves a resolution approving the Urban Revitalization Plan.
5. City Council approves the second and third readings of the ordinance establishing the Urban Revitalization Area.
6. Developer constructs the project. (Under state law, to be eligible for tax abatement, improvements cannot begin until the Urban Revitalization Area and Plan are approved.)
7. Upon completion of the project as described by the approved Urban Revitalization Plan, the developer applies for tax abatement.
8. City Council typically approves properties for tax abatement at its first meeting in February as a consent agenda item.
9. City forwards tax abatement approval to the City Assessor, who determines the final value and establishes the abatement.

ATTACHMENT A
URBAN REVITALIZATION POLICY
SOUTHEAST 16TH STREET

The City Council will consider establishing Urban Revitalization Areas and Plans for properties that meet all of the following qualifying criteria:

1. The properties have frontage on Southeast 16th Street between South Duff Avenue and South Dayton Avenue.

2a. Fill or other flood proofing will be placed on the site up to an elevation of, at least, 837 feet (NGVD29), when an engineer registered in Iowa provides written certification that raising the land would have no impact on surrounding properties.

or

2b. Fill or other flood proofing will be placed on the site up to an elevation of, at least, 837 feet (NGVD29), when an engineer registered in Iowa provides written certification that raising the land would have no impact on surrounding properties beyond that impact already anticipated in establishing the Base Flood Elevation.

3a. The cost of placing fill or flood proofing up to an elevation of 837 feet is expected to be equal to or greater than the value of the total tax abatement to be received under the Urban Revitalization Plan, as estimated by the City Assessor.

or

3b. The cost of placing fill or flood proofing up to an elevation of 837 feet or above is expected to be equal to or greater than the value of the total tax abatement to be received under the Urban Revitalization Plan, as estimated by the City Assessor.

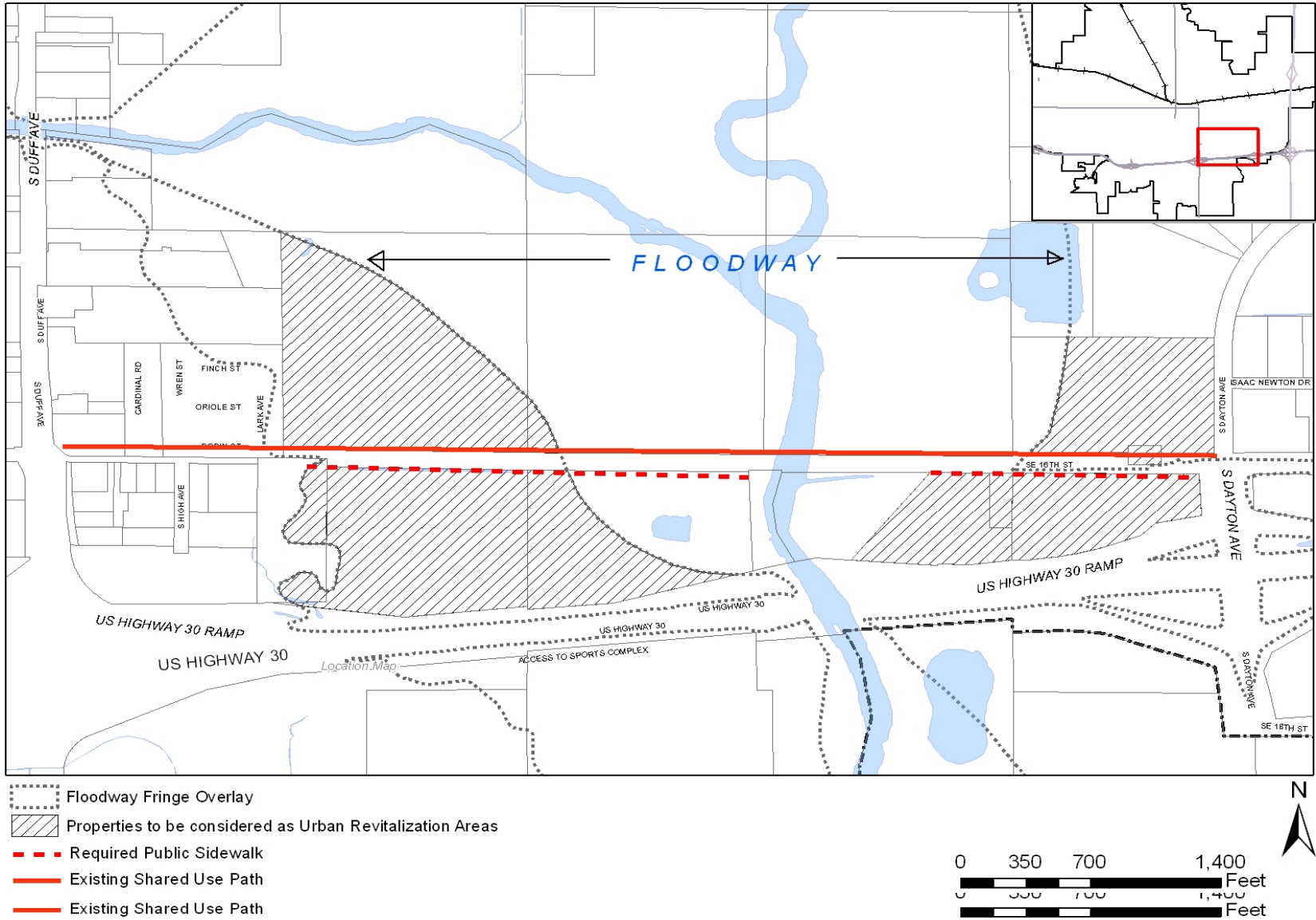
4. A public sidewalk is to be constructed along Southeast 16th Street adjacent to the property that is outside the Floodway Overlay District.

5. The property will be used for uses permitted in the applicable zoning district except for the following as further defined and described in the Ames Zoning Ordinance:

- a. Wholesale trade
- b. Mini-storage warehouse facilities
- c. Transportation, communications, and utility uses
- d. Institutional uses
- e. Adult entertainment businesses
- f. Detention facilities
- g. Agricultural or industrial equipment sales
- h. Agricultural and farm related activities

[City Council may want to consider other exceptions from attached list of uses permitted in the Highway-Oriented Commercial zoning district.]

ATTACHMENT B SE 16th Urban Revitalization Program



ATTACHMENT C

- RESIDENTIAL USE CATEGORIES
 - o Short-Term Lodging
- OFFICE USE CATEGORIES
 - o Banking and bank-related services
 - o Brokerage houses
 - o Data processing centers
 - o Government offices
 - o Insurance services
 - o Lenders and credit services
 - o Public utility offices
 - o Real estate and related services
 - o Sales offices
 - o General office uses
 - o Medical and dental clinics, laboratories and offices
 - o Professional service offices such as: Accountants, Architects, Engineers, Lawyers
 - o Televisions and radio studios
 - o Accessory Uses - Cafeterias, health facilities, and other amenities primarily for the use of employees or visitors of the firm or building
- TRADE USE CATEGORIES
 - o Automotive and Marine Craft Trade
 - o Entertainment, Restaurant and Recreational Trade
 - o Retail Sales and Services—General
 - o Wholesale Trade
- INSTITUTIONAL USE CATEGORIES
 - o Colleges and Universities
 - o Community Facilities
 - o Funeral Facilities
 - o Medical Centers
 - o Religious Institutions
 - o Social Service Providers
 - o Parks and Open Areas
- TRANSPORTATION, COMMUNICATIONS AND ESSENTIAL SERVICES USE CATEGORIES
 - o Basic Utilities
 - o Commercial Parking
 - o Passenger Terminals
 - o Radio and Television Broadcast Facilities
 - o Personal Wireless Service Facilities
 - o Rail Lines and Utility Corridors

- MISCELLANEOUS USE CATEGORIES
 - o Adult Entertainment Facilities
 - o Agricultural and Farm Related Activities
 - o Commercial Outdoor Recreation
 - o Detention Facilities
 - o Major Event Entertainment
 - o Vehicle Service Facilities
 - o Child Day Care Facilities
 - o Sports Practice Facilities

COUNCIL ACTION FORM

**SUBJECT: MID-AMERICAN ENERGY COMPANY INTERCONNECTION 161KV
LINE CONSTRUCTION**

BACKGROUND:

This project is to construct a 161kV line from Ames' Plant Substation to Mid-American Energy Company's (MEC) 161kV switching station northeast of Ankeny. This project is the final phase of a 5 phase project to increase electric delivery into the City and provide reliable electric service to the customers of Ames under many different outage scenarios. This will complete a multi-year project started in FY 2003/04.

Prior to 2003, Ames provided electric power through three sources – in-town generation, a 69 kilovolt (kV) transmission line to Boone Junction substation near Boone, and a 54-year old 69 kV line to MidAmerican Energy at their John Deere substation in Johnston. As a vital commodity to our daily lives, staff designs and plans for the electric system to continue to serve our customers under a wide range of equipment outage conditions. The existing system is no longer capable to meet our utility's reliability standards. A long-term deliverability study was completed and a 5 phase project was designed to eliminate the constraints and increase electric load-serving services.

As part of the project, in FY 06/07 Ames converted its 69 kV line interconnection with Alliant Utilities at Boone from 69 kV operation to 161 kV operation. During this time, work was completed to create two 161 kV terminations at the Stange Substation and at the Ames Plant Substation. In 2010, the Ames "in-town" 161 kV line was completed, which created the backbone between the Stange and Ames Plant substations. MEC also completed construction of an additional 161 kV terminal at its northeast Ankeny Substation to allow for the interconnection of a future Ames Plant/Northeast Ankeny 161 kV line.

The final phase is to build this future new line from Ames to Northeast Ankeny to provide a new transmission source. This 161 kV interconnection is essential to provide Ames with needed transmission capacity and to satisfy the current and future needs of our customers.

In order to build the portion of this line outside the city limits, a franchise must be granted by the Iowa Utilities Board (IUB). In 2008 the line to Ankeny was delayed due to a franchise denial by the IUB. The City then performed a new route study, and on January 13, 2010 filed our second petition with the IUB. **On March 21, 2012 the IUB administrative law judge issued a proposed order granting this franchise. Unless it is appealed, it is expected that the proposed order should become final on or about April 20, 2012.**

The total cost estimate for this entire project is \$28,201,253, and the Engineer's estimate for this portion of the project is \$8,300,000. The FY 2012/13 CIP approved a budget of \$9,010,000 to construct this final phase of the MidAmerican Energy Interconnection, which is shared between Iowa State University (21.4%, or \$1,928,140 of the budgeted amount) and the City's Electric Fund (78.6%, or \$7,081,860 of the budgeted amount). To date, approximately \$19.2 million has been spent on the entire Interconnection project.

ALTERNATIVES:

1. Approve the preliminary plans and specifications for the MEC Interconnection 161 kV Line Construction, set May 9, 2012, as the bid due date, and set May 22, 2012, as the date of hearing and award of contract.
2. Delay the construction of the 161kV transmission line.

MANAGER'S RECOMMENDED ACTION:

This project is the last and most important piece of a 5 phase project to add redundancy to our electric delivery system. It will help improve the reliability of electric service to our customers under a wide range of system contingencies.

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 161 kV Transmission Line Construction, and establishing May 9, 2012, as the bid due date and May 22, 2012, as the date of hearing and award of contract.

COUNCIL ACTION FORM

SUBJECT: SANITARY SEWER SYSTEM EVALUATION

BACKGROUND:

The ability of the sanitary sewer system to convey wastewater well into the future is dependent on the removal of the current large amount of infiltration and inflow (I/I) in the system that occurs during rain events. In order to minimize the need for costly expansions to the Water Pollution Control (WPC) facility, as well as to convey flows from new development as the City grows, the City must work to reduce the overall I/I in the system. To help accomplish this goal, a 2008 Sanitary Sewer System Study recommended development of a full Sanitary Sewer System Evaluation (SSSE).

This evaluation is a comprehensive and systematic program for identifying the defects that could contribute I/I across the entire city-wide sanitary sewer system. It also involves prioritizing those defects and establishing rehabilitation costs so that repairs can be included in the Capital Improvements Plan. The SSSE program generally consists of the following tasks: data collection, sewer televising, smoke testing, manhole inspection, dye testing, and sump pump inspection. Not only will the SSSE identify sources of I/I, it will also identify areas of aging infrastructure in need of repair to prevent unexpected failures and emergency repairs. In line with this goal, staff has already begun manhole inspections for the highest priority areas revealed during the 2008 and 2010 floods.

Additionally, this evaluation will analyze the benefit/cost of the City's Footing Drain Grant Program, which was put on hiatus two years ago, and will make a recommendation on whether or not this suspended program may be beneficial to the community.

This SSSE study is occurring concurrent with the WPC facility's Long-Range Facility Plan. The results of these two studies will be used to prioritize wet weather flow mitigation activities in the collection system and at the treatment plant. Depending on the outcome of these studies, the funds being programmed for the WPC Equalization Basin Expansion project could be diverted to more cost-effective mitigation activities.

This project was included in the 2010/11 and 2011/12 approved budgets with financing in the amount of \$1,560,000. An additional \$1,000,000 is included in the 2012/13 approved budget, for total funding of \$2,560,000.

Proposals for this work were received from twelve engineering firms, and were evaluated according to the following criteria: Project Understanding, Design Team, Key Personnel, Previous Experience, Project Approach, Responsiveness, Ability to Perform Work, Proposed Project Design/Letting Schedule, and Estimated Contract Cost. Listed below is the rating information based on this evaluation:

Sanitary Sewer System Written Evaluation Proposal Ratings		
Firm	Ranking	Estimated Fee
Stanley Consultants	1	\$2,010,000
Veenstra & Kimm	2	\$2,018,500
WHKS & Co.	3	\$2,008,000
FOTH	4	\$1,934,000
RJN Group (w/ Shive Hattery)	5	\$1,821,490
HR Green	6	\$2,897,575
Burns & McDonnell	7	\$1,999,234
Bartlett & West	8	\$2,545,000
Short Elliott Hendrickson	9	\$1,648,900
HDR	10	\$2,031,927
AECOM	11	\$2,070,445
Stantec	12	\$2,293,870

It should be noted that some of the consulting firms included above were proposing to televise less than the required 100% of the sanitary sewer system which was asked for as part of the Request for Proposals.

Based upon this initial review, the engineering consultant teams were narrowed to three firms for further on-site interviews. Listed below is the rating information based on those interviews:

Sanitary Sewer System Evaluation Interview Ratings		
Firm	Ranking	Estimated Fee
Veenstra & Kimm	1	\$2,018,500
Stanley Consultants	2	\$2,010,000
WHKS	3	\$2,008,000

Staff has negotiated a contract with the highest rated firm, Veenstra & Kimm, Inc. (V&K) from West Des Moines, Iowa. This consultant has a strong history of successfully completing sanitary sewer system evaluations, which was evident in the interview process. They brought strong ideas for how to adapt a program to the Ames Community, how to best approach each task (including flow monitoring) to achieve the best data collection possible, and included a public relations component that will collect and provide information to the citizens and businesses of Ames throughout the project.

Upon completing the negotiations with V&K, the proposed contract amount is not to exceed \$2,198,500. The reason this fee is greater than the amount reflected above is because their proposed fee includes all of the components included in the Request for Proposals, plus the installation of permanent flow meters to be able to demonstrate successful removal of I/I from the sanitary sewer system, as well as costs for root cleaning and protruding sanitary sewer tap removal that would prevent televising of the entire sanitary sewer system, which is highly likely to be necessary as part of the project.

ALTERNATIVES:

1. Approve the engineering services agreement for the Sanitary Sewer System Evaluation with Veenstra & Kimm, Inc. from West Des Moines, Iowa, in an amount not to exceed \$2,198,500.
2. Direct staff to negotiate an engineering agreement with one of the other consulting firms.
3. Direct staff to make changes to the project.

MANAGER'S RECOMMENDED ACTION:

This project is critical in several respects. It will assist us in ensuring that we have a sanitary sewer system capable of handling future demands, along with meeting the standards set by the Iowa Department of Natural Resources (DNR).

V&K is committed to this project and to an aggressive schedule so that we can have a successful evaluation of the sanitary system. Flow monitoring is the first activity to begin right away in order to get information from spring rain events. Additionally, televising of the sewer, manhole inspections, and smoke testing will begin immediately to take advantage of the current weather conditions.

A project website will be established in the near future where residents and businesses can access current sewer evaluation activities. A Cable Channel 12 show will run explaining smoke testing and the potential impacts to areas residents and businesses. The video is general information and advice, but will periodically be updated with specific dates running along the bottom of the video. A general public informational meeting is scheduled for 5:30 PM the evening of April 3, 2012 in the Council Chambers, which will be the first of numerous meetings to gather input from the public. Overall the project is expected to proceed into 2014, including providing a project update to DNR by July 1, 2014.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the engineering services agreement for the Sanitary Sewer System Evaluation with Veenstra & Kimm, Inc. from West Des Moines, Iowa, in an amount not to exceed \$2,198,500.

In addition to this contract with Veenstra & Kimm, remaining funds will be used for project management and contract administration. This large, multi-year project is important to the community and to the integrity of our sanitary sewer system. In consideration of the current workload of Public Works staff, it is the intent to hire additional engineering consultants to aid with project management and quality control of the field data collected, as well as the hydraulic model of the system.

ITEM #: 39
DATE: 03-27-12

COUNCIL ACTION FORM

SUBJECT: ONE YEAR EXTENSION OF FIXED BASE OPERATOR LEASE

BACKGROUND:

City Council recently set several goals to better the Ames Community, and among these is the goal to “*Beautify entrances to Ames and major arterials*”. This goal recognizes the impact that gateways to the City have, not only on the economic viability of Ames, but on how the community is seen by residents and visitors alike.

One of these major gateways to the community is the Ames Municipal Airport, which brings in numerous users for business, recreational, and academic reasons. One of the first points of contact for these users comes from interactions with the Fixed Base Operator (FBO) via the Airport Terminal Building.

A FBO is an entity that a City typically contracts with to perform certain needed services for airport customers. These services are related to aircraft repairs, fueling, managing flight plans, hanger management, flight instruction, charters, air to ground communications, etc. The selected FBO is granted the use of City facilities to perform these functions and in return pays the City a leasing fee.

Currently, the City’s FBO lease is with Hap’s Air Service. The current FBO agreement is set to expire on June 30, 2012. Typically, the City would now proceed to solicit proposals from prospective FBO’s to determine the best company to perform these critical services at our airport. **However, it is now being proposed that we extend the contract with Hap’s Air Service for one additional year.**

This extension is being proposed since the City is about to embark on a year-long review of the space needs at the Airport Terminal which will result in a major new capital improvement project. Since this new facility will, no doubt, impact the relationship with the FBO, it seems advisable not to pursue a new, long-term lease arrangement until more is known about the space that will be available at a new terminal and how the City hopes to finance it.

Staff has met with Diana Holden, President of Hap’s Air Service, to discuss the terms of the proposed extension. She has agreed to the one year extension utilizing the existing lease language.

ALTERNATIVES:

1. Approve a one-year extension to the existing Fixed Base Operator lease agreement with Hap's Air Service, thereby setting a new lease expiration date of June 30, 2013.
2. Reject the proposed extension and direct staff to proceed to solicit FBO proposals.

MANAGER'S RECOMMENDED ACTION:

Because during the next year the City will be studying the space needs related to a new terminal facility and determining the appropriate funding strategy for a new facility, it would not be advisable to enter into a long-term lease with a FBO at this time. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No. 1, thereby approving a one-year extension of the existing Fixed Base Operator lease with Hap's Air Service and setting a new lease expiration date of June 30, 2013.

Staff Report
PROPOSED ANNEXATION ALONG E. LINCOLN WAY

March 27, 2012

Background:

At their regular meeting on February 14, 2012, the Ames City Council approved adding the extension of water and sanitary sewer to the Capital Improvements Plan (CIP) to serve the eastern annexation area. The eastern annexation area is located north of Lincoln Highway, directly east of the current City limits, west of 590th Avenue and south of the Union Pacific Railroad. On March 6, 2012, the Ames City Council supported this decision by allocating funds in the FY 2012-2013 budget for the extension of utilities to serve the eastern annexation area. Prior to moving ahead with the installation of these utilities, the City Council has requested that the Ames Economic Development Commission representatives meet with property owners in the area to determine the level of support for voluntary annexation.

In response to this request, the AEDC initiated conversations to obtain signed annexation petitions from property owners in this eastern annexation area. It appears from these conversations that not all of the property owners see a benefit from annexing into the City and, therefore, in order to secure unanimous support from the eight property owners, the City Council should consider the following three strategies.

Issue 1– Support For Annexation Conditioned On The City Extending Utilities

The five owners of the agricultural parcels have stated that they would be willing to agree to annexation as long as this commitment is subject to the City extending utilities to the area. The staff will need to explore the possibility of utilizing a pre-annexation agreement in order to satisfy this condition of these property owners.

Issue 2- Support For Partial Tax Abatement

The three residential property owners and one commercial property owner may be agreeable to annexation subject to the granting of partial tax exemption that could be made available by the Council to properties annexed into a city. In accordance with Iowa Code section 368.11, the City of Ames has the ability to offer a period of partial tax exemption under certain conditions.

It is believed that the partial tax abatement incentive would provide some relief to these developed properties as they transition from the Story County to the City of Ames tax structure. **It is important to note that any tax abatement would reduce only the City portion of the overall tax rate.** The staff will need to explore the options available for providing partial tax abatement to satisfy this

condition of these property owners.

Issue 3 – Waiver of Water and Sewer Connection Fees

It is likely that a connection fee district will be established to finance the extension of the water and sewer infrastructure. In this way, property owners will be required to reimburse the City for a portion of the infrastructure costs if, and when, connection is made to the City's systems. The three residential property owners and one commercial property owner also may be interested in seeking a waiver of any connection fees as an incentive to garner their support for annexation should they connect to the City's infrastructure.

NON-CONSENTING PROPERTIES

It is likely that even with offering the annexation inducements, identified above, that the residential properties will not wish to annex. The three residential properties total 0.7% of the land area within the eastern annexation area. The City staff will need direction on how to move forward with the residential properties if they remain non-consenting. The available options are the following:

80/20 Annexation: Please note that the City Council may decide to move forward with the annexation with a minimum of 80 percent of the property within the annexation area consenting to the annexation. This type of annexation, 80 percent consenting, is still identified in the Iowa Code as a voluntary annexation. Typically, non-consenting properties, such as the three residential properties in the annexation area, are included in an annexation application to prevent the creation of an island or to create a more uniform boundary. Considering that the deployment of infrastructure to this area would also open up approximately 400 acres of land south of Lincoln Highway, the inclusion of these properties, even as non-consenting, would be recommended.

Voluntary Annexation: A 100% voluntary annexation can occur by leaving the three residential properties out of the annexation petition. This would allow the three residential properties to remain in the County and request voluntary annexation in the future. Unfortunately, this option may preclude properties to the south of Lincoln Highway to be annexed in the future because of the prohibition against creating islands, effectively pushing the involuntary annexation to a future date.

CITY COUNCIL DIRECTION NEEDED

Assuming that the City Council wants to encourage the voluntary annexation of the area, then it is recommended that the staff pursue developing appropriate agreements that reflect the conditional support for all of the property owners and the partial property tax abatement and utility connection fee waivers for the three existing residential properties and one commercial area.

If staff is unable to secure unanimous support for annexing this area, the Council will have to consider a 80/20 annexation is possible.

SUBJECT: **APPROVAL OF OPERATING BUDGET
FOR INTERMODAL FACILITY**

BACKGROUND:

The City of Ames was fortunate to receive an \$8.5 million federal TIGER grant to construct an Intermodal Facility. The facility includes:

- 384 parking spaces for short and long-term parking (294 structured, 90 surface spaces)
- Bike path connections to the community with shower and bike locker facilities
- Connections with intercity bus carriers—Jefferson/Burlington Trailways
- 20 parking spaces for qualified car and vanpool parking
- Taxi stand for transportation within the community
- Public restrooms for the Campustown Business District

On February 22, 2011 the City Council approved an operating agreement for this new facility between the City of Ames and Iowa State University. This agreement designates the City Manager and ISU Vice President for Business and Finance as the managers of this facility to make all policy decisions. It was agreed that the daily supervision and all operational responsibilities for maintenance, revenue collection, parking enforcement, budget oversight, etc, at the facility will reside with ISU through its Parking Division Manager.

The agreement further stipulates that the staff from ISU and the City will mutually agree to a budget for the coming year. **However, ultimately the proposed budget for the facility must be approved by the City Council and Iowa Board of Regents.**

The approval of the budget is critical because the agreement requires that “should the revenues in the fund not cover the operations and capital improvement expenditures, the University and the City will each provide equal supplemental operational support in the form of subsidies as necessary to maintain a positive balance.”

Attached for your review is the proposed FY 2012/13 budget for the new Intermodal Facility. According to the current construction schedule, the facility should open in July

2012. **As you can see, there is an expectation for a breakeven budget during the first year of operations.**

The revenues are based on the following fee schedule:

- Van/Carpools (20 spaces) – Free per FTA requirement
- Uncovered Spaces (surface lot and top of parking deck) - \$175 (August – May)
- Covered Spaces (deck parking except top) - \$450 (August – May)
- Summer Permit Uncovered Spaces - \$30 (June and July)
- Summer Permit Covered Spaces - \$80 (June-July)
- Daily Maximum - \$10
- Hourly Meters - \$.75

ALTERNATIVES:

- 1) The City Council can approve the attached budget for the new Intermodal Facility for fiscal year 2012/13.
- 2) The City Council can reject the attached budget for fiscal year 2012/13 and instruct the City Manager to work with ISU officials to modify specific revenues and/or expenditures as directed.

MANAGER'S RECOMMENDED ACTION:

The development of an operating budget for the first year of the Intermodal Facility's operation is quite difficult since there is no history to guide its preparation. In addition, in order to entice a shift to this facility, the parking rates will have to be below the current market rates throughout the City. The attached budget is the best estimate of revenues and expenditures that can be made at this time and represents a breakeven operation. Therefore, it is the recommendation of the City Manager that the City Council support Alternative #1 and approve the proposed FY 2012/13 operating budget for the new Intermodal Facility.

Intermodal Facility - FY2011

Projection 384 stalls

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD
INCOME:													
Jefferson/Burlington Bus Lines	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$10,800.00
Executive Express	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uncovered Spaces	\$0.00	\$3,202.50	\$3,202.50	\$3,202.50	\$3,202.50	\$3,202.50	\$3,202.50	\$3,202.50	\$3,202.50	\$3,202.50	\$3,202.50	\$0.00	\$32,025.00
Uncovered Summer	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00	\$900.00
Daily Airport (@ 75 days)	\$312.50	\$312.50	\$312.50	\$312.50	\$312.50	\$312.50	\$312.50	\$312.50	\$312.50	\$312.50	\$312.50	\$312.50	\$3,750.00
Covered spaces	\$0.00	\$5,940.00	\$5,940.00	\$5,940.00	\$5,940.00	\$5,940.00	\$5,940.00	\$5,940.00	\$5,940.00	\$5,940.00	\$5,940.00	\$0.00	\$59,400.00
Covered Spaces Summer	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$2,400.00
Hourly Meters (200 days)	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$15,000.00
Total Income	\$4,112.50	\$11,605.00	\$11,605.00	\$11,605.00	\$11,605.00	\$11,605.00	\$11,605.00	\$11,605.00	\$11,605.00	\$11,605.00	\$11,605.00	\$4,112.50	\$124,275.00
EXPENSES:													
Management Fee	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00
Bank Charges	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$1,680.00
Liability Insurance	\$486.25	\$486.25	\$486.25	\$486.25	\$486.25	\$486.25	\$486.25	\$486.25	\$486.25	\$486.25	\$486.25	\$486.25	\$5,835.00
Property Insurance	\$576.58	\$576.58	\$576.58	\$576.58	\$576.58	\$576.58	\$576.58	\$576.58	\$576.58	\$576.58	\$576.58	\$576.58	\$6,918.96
Loss & Damage	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$2,499.96
Security Cameras	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$999.96
Computer Services	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$480.00
Utilities	\$2,033.33	\$2,033.33	\$2,033.33	\$2,033.33	\$2,033.33	\$2,033.33	\$2,033.33	\$2,033.33	\$2,033.33	\$2,033.33	\$2,033.33	\$2,033.33	\$24,399.96
Telephone Expenses	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$1,260.00
Office Supplies	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$62.50	\$750.00
General Maintenance	\$666.66	\$666.66	\$666.66	\$666.66	\$666.66	\$666.66	\$666.66	\$666.66	\$666.66	\$666.66	\$666.66	\$666.66	\$7,999.92
Elevator Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pay by Stall Machines/Maintenance	\$395.83	\$395.83	\$395.83	\$395.83	\$395.83	\$395.83	\$395.83	\$395.83	\$395.83	\$395.83	\$395.83	\$395.83	\$4,749.96
Snow Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$1,540.00	\$1,540.00	\$1,540.00	\$1,540.00	\$1,540.00	\$0.00	\$0.00	\$0.00	\$7,700.00
Custodial/Sweeping	\$1,267.50	\$1,267.50	\$1,267.50	\$1,267.50	\$1,267.50	\$1,267.50	\$1,267.50	\$1,267.50	\$1,267.50	\$1,267.50	\$1,267.50	\$1,267.50	\$15,210.00
Landscape Maintenance	\$191.67	\$191.67	\$191.67	\$191.67	\$191.67	\$191.67	\$191.67	\$191.67	\$191.67	\$191.67	\$191.67	\$191.67	\$2,300.04
Repair & Replacement Fund	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$15,000.00
Miscellaneous Expenses	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$2,499.96
Total Operating Expenses	\$9,715.31	\$9,715.31	\$9,715.31	\$9,715.31	\$11,255.31	\$11,255.31	\$11,255.31	\$11,255.31	\$11,255.31	\$9,715.31	\$9,715.31	\$9,715.31	\$124,283.72
Net Revenue	-\$5,602.81	\$1,889.69	\$1,889.69	\$1,889.69	\$349.69	\$349.69	\$349.69	\$349.69	\$349.69	\$1,889.69	\$1,889.69	-\$5,602.81	-\$8.72

1. Agreement for 20 Vanpool or Carpool spaces at no charge
2. Agreement for 2 executive express spaces at no charge

COUNCIL ACTION FORM

SUBJECT: ELECTRIC SERVICES UNDERGROUND TRENCHING CONTRACT

BACKGROUND:

On February 14, 2012, City Council approved preliminary plans and specifications for Electric Services Underground Trenching Contract. This contract consists of a contractor furnishing all equipment, tools, labor, and materials not supplied by Electric Services for excavating, trenching, directional-boring and backfilling for installation of conduits, ground sleeves, box pads, vaults, handholes, and other appurtenances. This consists of emergency service, as well as regularly planned repairs and services.

Bid documents were issued to thirteen 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.

On March 14, 2012, two bids were received as demonstrated on the attached report. Electric Services staff reviewed the bids and determined that they need additional time to evaluate each bid to determine which one will provide underground trenching services at the lowest overall price.

ALTERNATIVES:

1. Accept the report of bids and delay award for the underground trenching contract for Electric Services.
2. Award a contract to the apparent low bid.
3. Reject all bids and direct staff to rebid.

MANAGER'S RECOMMENDED ACTION:

These services are necessary to provide trenching and excavation for new construction, maintenance, and emergency repair activities of the Electric Services Department. This contract would establish rates for service and provide for guaranteed availability, thereby setting in place known rates for service, thereby controlling costs.

By choosing alternative No. 1, staff will have enough time to evaluate each bid to ensure the City receives underground trenching services at the best price. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

	IFB 2012-140 Underground Trenching Contract for Electric Services Bid Summary				
	Bidder:	Ames Trenching & Excavating, Inc., Ames, IA		Dig America, Inc. St. Cloud, MN	
Description	Estimated # of Units	Labor Cost Per Unit	Extended Price	Labor Cost Per Unit	Extended Price
Trenching - Normal Depth	2000	\$5.00	\$10,000.00	\$20.00	\$40,000.00
Trenching - Extra Depth	400	\$6.00	\$2,400.00	\$30.00	\$12,000.00
Trenching -Shallow Depth	250	\$4.00	\$1,000.00	\$8.00	\$2,000.00
Install 1" Flex Duct in Trench	250	\$0.50	\$125.00	\$1.50	\$375.00
Install 2" PVC Duct in Trench	2000	\$0.50	\$1,000.00	\$2.00	\$4,000.00
Install 4" PVC Duct in Trench	1000	\$1.00	\$1,000.00	\$3.50	\$3,500.00
Install 6" PVC Duct in Trench	400	\$1.00	\$400.00	\$5.00	\$2,000.00
Concrete Encasement of Duct	500	\$5.00	\$2,500.00	\$75.00	\$37,500.00
Directional Bore 2" Flex Duct	1000	\$10.00	\$10,000.00	\$10.94	\$10,940.00
Directional Bore 4" Flex Duct	1000	\$15.00	\$15,000.00	\$17.50	\$17,500.00
Directional Bore 6" Flex Duct	1000	\$15.00	\$15,000.00	\$22.50	\$22,500.00
Install Small Enclosure	20	\$180.00	\$3,600.00	\$105.00	\$2,100.00
Install Medium Enclosure	8	\$230.00	\$1,840.00	\$175.00	\$1,400.00
Install Large Enclosure	4	\$300.00	\$1,200.00	\$270.00	\$1,080.00
Install Enclosure w/ Above Grade Lid	20	\$50.00	\$1,000.00	\$450.00	\$9,000.00
Install Switchgear Boxpad	6	\$100.00	\$600.00	\$965.00	\$5,790.00
Install 1-ph Primary Enclosure	6	\$100.00	\$600.00	\$225.00	\$1,350.00
Install 3-ph Primary Enclosure	12	\$100.00	\$1,200.00	\$565.00	\$6,780.00
Install 1-ph FG Transformer Pad	20	\$100.00	\$2,000.00	\$450.00	\$9,000.00
Install 3-ph Conc Pad (6'x6')	6	\$1,500.00	\$9,000.00	\$6,488.00	\$38,928.00
Install 3-ph Conc Pad (9'x9')	2	\$2,000.00	\$4,000.00	\$14,599.00	\$29,198.00
Concrete Removal (Cu Yd)	25	\$20.00	\$500.00	\$324.00	\$8,100.00
Concrete Installation (Cu Yd)	25	\$20.00	\$500.00	\$525.00	\$13,125.00
Bollard Installation	8	\$250.00	\$2,000.00	\$450.00	\$3,600.00
OVERALL PRICE:		\$86,465.00		\$281,766.00	
MATERIALS:		Cost plus 20%		Cost plus 27.5%	
MISC. RATES:					
SUBSISTENCE:		\$ 0 per day		\$ 75.00 per day	
TRAVEL:		\$ 0 per day		\$ 0 per day	
MILEAGE:		\$ 0 per day		\$.95 per mile	
PROMPT PAYMENT DISCOUNT:		0%		0%	
PROPOSED PRICE INCREASES FOR RENEWAL PERIODS:					
LABOR RATES:		5% per year		3% per year	
EQUIPMENT & TOOLS:		5% per year		1.5% per year	
OTHER:				Fuel = 10% per year	
EQUIPMENT & TOOLS:					
Description		Per Hour	Per Day	Description	Rate
580 Backhoe		\$98.00	\$784.00	Trackhoe 312 CAT	\$101.04
Mini Excavator		\$98.00	\$784.00	Trackhoe Takeuchi	\$70.83
Mustang 2054		\$95.00	\$760.00	Backhoe 580 SK CASE	\$45.55
Vactron		\$140.00	\$1,120.00	Backhoe 580 SL CASE	\$47.17
CX210 Trackhoe		\$140.00	\$1,120.00	Dozer 450 CASE	\$45.55
950D Cat Endloader		\$140.00	\$1,120.00	Dozer 550 CASE	\$55.43
Tandem Dump truck		\$90.00	\$720.00	Pickup 3/4 Ton (4X4)	\$21.42
Shoring Box		\$100.00	\$800.00	Pickup 3/1 Ton (1X2)	\$19.38
Labor		\$45.00	\$360.00	Compressor (185)	\$35.70
Skidloader w/ Auger		\$115.00	\$920.00	Compressor (150)	\$31.62
				Skid Loader 450 CASE	\$37.23
				Skid Loader 550 CASE	\$35.08
				Tamper (Plate)	\$21.93
				Tamper (Turtle Type)	\$25.50
				Tamper (Sheep Foot)	\$41.20
				Storage Van Truck	\$31.62
				Storage - Semi Trailer	\$37.74
				Dump Truck 5 yd Single Axle	\$42.33
				Dump Truck 15 yd Tandem	\$58.14
				Semi Tractor Trailer	\$88.28
				Rodder Truck	\$35.70
				Concrete Saw Lg	\$36.15
				Concrete Saw Sm	\$27.64
				Diamond Blade (26")	
				Diamond Blade (14")	
				Jack Hammer 45-95 LB	\$13.00
				Chipping Hammer	\$13.00
				Rockdrill 35-60LB	\$17.34
				Roto Hammer	\$14.28
				Generator (Portable)	\$25.50
				Welder	\$33.66
				Concrete Vibrator	\$19.58
				Blower (Venting)	\$19.58
				Shoring	\$35.90
				Trailer - 5 Ton	\$15.70
				Trailer - 7 Ton	\$17.95
				Trailer - 10 Ton	\$26.01
				Vac Tron	\$36.72
				Vermeer 35 x 50 Directional Machine	\$124.44
				ASTEC 3238 Directional Machine	\$124.44
LABOR RATES FOR DIG AMERICA ONLY:					
Description		Rate- ST		Rate- 1 1/2	Rate- 2DT
Superintendent		\$71.59		\$107.38	\$143.18
Foreman		\$68.34		\$102.51	\$136.68
Equip. Operator		\$66.44		\$99.66	\$132.88
Laborer		\$46.87		\$70.30	\$93.74
Railroad Flagman		\$46.87		\$70.30	\$93.74
Truck Driver		\$47.38		\$71.07	\$94.76



Bidder:	Ames Trenching & Excavating, Inc., Ames, IA	Dig America, Inc. St. Cloud, MN	
	Security Guard	\$41.66	\$62.49
	Police Officer		\$83.32

COUNCIL ACTION FORM

SUBJECT: 2011/12 AMES MUNICIPAL CEMETERY IMPROVEMENTS – FENCING PROJECT

BACKGROUND:

This project is for construction of a black ornamental fence along the 13th Street, Maxwell Avenue, and Crawford Avenue bordering the Ames Municipal Cemetery.

The existing chain-link fence has bordered the cemetery for at least 40 years. Five years ago, in an effort to improve the appearance of this unsightly fence, City crews painted it. This measure proved successful for only a few years, and unfortunately the fence is once again rusting and unsightly. The labor-intensive effort of painting the fence was not cost-effective.

The powder-coated fence that is proposed is expected to last many years with minimal maintenance. In addition, the decorative fence will enhance the appearance of this City-owned property and be visually appealing to the neighborhood and those who travel along 13th Street.

On March 7, 2012, bids on this project were received as follows:

Engineer's Estimate	\$52,000.00
Taylor Fencing	\$42,935.00
Elite Fencing & Railing	\$43,775.00
Des Moines Steel Fence Co. Inc.	\$45,764.00
Huber Fencing LLC	\$46,524.84
Midwest Fence & Gate Co.	\$47,498.00
Classic Post & Rail	\$48,440.00
The Door & Fence Store	\$50,818.35
Patriot Fence	\$52,240.00
American Fence Co.	\$54,800.00
American Fence and Pool	\$65,990.34
U.S. Fence & Gate, Inc.	\$71,350.00

This project is shown in 2011/12 Capital Improvements Plan in the amount of \$60,000 from Local Option Sales Tax.

ALTERNATIVES:

- 1a. Accept the report of bids for the 2011/12 Ames Municipal Cemetery Improvements – Fencing Project.
 - b. Approve the final plans and specifications for the 2011/12 Ames Municipal Cemetery Improvements – Fencing Project.
 - c. Award the 2011/12 Ames Municipal Cemetery Improvements – Fencing Project to Taylor Fencing of Clio, Iowa, in the amount of \$42,935.00.
2. Reject the project.

MANAGER’S RECOMMENDED ACTION:

This project will improve the appearance of the Ames Municipal Cemetery and enhance the neighborhood. The fence is proposed to be installed prior to Memorial Day activities in May.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the report of bids, approving the final plans and specifications, and awarding the 2011/12 Ames Municipal Cemetery Improvements – Fencing Project to Taylor Fencing of Clio, Iowa, in the amount of \$42,935.00

COUNCIL ACTION FORM

**SUBJECT: 2010/11 ASPHALT RESURFACING AND SEAL COAT
REMOVAL/ASPHALT RECONSTRUCTION PROGRAM**

BACKGROUND:

This is an annual program for removal of built-up seal coat from streets with asphalt surface, as well as asphalt resurfacing of various streets. This program restores surface texture, corrects structural deficiencies, removes built-up seal coat, and prevents deterioration of various streets. This resurfacing process results in better riding surfaces, increased safety with improved surface texture, and increased life expectancy of streets. Built-up seal coat on streets causes excess crown which results in vehicles dragging at driveway entrances. Complete removal of this built-up seal coat allows for repair to curb and gutter and placement of a new asphalt surface.

The locations for seal coat removal/asphalt reconstruction in this contract include East O'Neil Drive (Duff Avenue to Maxwell Avenue) and Hunziker Drive (20th Street to Melrose Avenue). A previous location, Little Street (Hayward Avenue to Welch Avenue) was completed in November 2011 through a contract with Manatt's, Inc., and a second set of streets will be part of a future contract, combined with the 2011-12 Asphalt Resurfacing and Seal Coat Removal/Asphalt Reconstruction Program. This Council action is to bid East O'Neil and Hunziker separately in order to utilize State I-JOBS funding, which must be expended by June 30, 2012.

On March 21, 2012, bids on this project were received as follows:

Engineer's Estimate	\$308,500
Manatt's, Inc.	\$306,883

Engineering and construction administration costs are estimated at \$46,250, bringing total estimated costs to \$353,133. Financing is programmed to include \$100,000 from Local Option Sales Tax, \$269,603 from I-JOBS funding, and \$454,634 from Road Use Tax, bringing total overall program funding to \$824,237.

The remaining funds will be used for additional locations, design, contract administration, and project contingency. As mentioned above, this program has been divided into three separate contracts with funding as noted below:

<u>Project Locations</u>	<u>Total</u>
Little Street (Actual)	\$ 44,237
East O'Neil & Hunziker (this bid)	\$ 306,883
Remaining Locations Contract #3 (Estimate)	\$ 345,000
Engineering & Administration (Estimate)	\$ 123,750
Program Total:	\$ 819,870

ALTERNATIVES:

- 1a. Accept the report of bids for the 2010/2011 Asphalt Resurfacing and Seal Coat Removal/Asphalt Reconstruction Program.
 - b. Approve the final plans and specifications for the 2010/2011 Asphalt Resurfacing and Seal Coat Removal/Asphalt Reconstruction Program.
 - c. Award the 2010/2011 Asphalt Resurfacing and Seal Coat Removal/Asphalt Reconstruction Program to Manatt's, Inc. of Ames, Iowa, in the amount of \$306,883.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

This project will continue the City's efforts to restore the life of various streets within the community. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the report of bids, approving the final plans and specifications, and awarding the 2010/2011 Asphalt Resurfacing and Seal Coat Removal/Asphalt Reconstruction Program to Manatt's, Inc. of Ames, Iowa, in the amount of \$306,883.

COUNCIL ACTION FORM

SUBJECT: 2011/12 & 2012/13 NEIGHBORHOOD CURB REPLACEMENT PROGRAM

BACKGROUND:

This is the annual program for replacement of deteriorated curb and gutter in selected neighborhood areas. Areas to receive curb and gutter replacement are selected using input from neighborhoods, condition of the curb, and extent of anticipated repairs.

For this project, deteriorated concrete curb and gutter will be removed and replaced along Curtiss Avenue from 10th Street to 13th Street. The benefits will include improved aesthetics for the neighborhood and reduced infiltration into the subgrade, which will lower future street maintenance costs.

On March 21, 2012, bids on this project were received as follows:

Engineer's Estimate	\$138,000.00
TK Concrete	\$ 80,975.00
Con-Struct, Inc.	\$ 82,828.00
Manatt's, Inc.	\$ 97,783.65
MPS Engineers	\$101,578.00

Engineering and construction administration are estimated at \$20,000, bringing total estimated costs to \$100,975. This project is shown in both the 2011/12 and 2012/13 Capital Improvement Plans with financing established at \$75,000 per year from the Road Use Tax Fund, bringing total available funding to \$150,000.

ALTERNATIVES:

- 1a. Accept the report of bids for the 2011/12 & 2012/13 Neighborhood Curb Replacement Program.
- b. Approve the final plans and specifications for the 2011/12 & 2012/13 Neighborhood Curb Replacement Program.
- c. Award the 2011/12 & 2012/13 Neighborhood Curb Replacement Program to TK Concrete of Pella, Iowa, in the amount of \$80,975.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

By proceeding with this program, the City Council will continue to strengthen and improve a local neighborhood by restoring public infrastructure along Curtiss Avenue.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the report of bids, approving the final plans and specifications, and awarding the 2011/12 & 2012/13 Neighborhood Curb Replacement Program to TK Concrete of Pella, Iowa, in the amount of \$80,975.

COUNCIL ACTION FORM

SUBJECT: 2012/13 WATER SYSTEM IMPROVEMENTS (WATER SERVICE TRANSFER CONTRACT #1)

BACKGROUND:

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

This project will include transferring water services to the existing eight-inch water main and abandonment of the old four-inch water main along Lincoln Way from North Riverside to North Hazel.

On March 21, 2012, bids for the project were received as follows:

Engineer's Estimate	\$ 91,803.00
MPS Engineers	\$ 74,945.60
Ames Trenching	\$ 90,897.00
J&K Contracting	\$113,759.78

Project funding is shown in the 2012/13 Capital Improvements Plan in the amount of \$900,000 from the Water Utility Fund.

The 2012/13 Water System Improvements Program includes expenses as follows:

East Lincoln Way Water Main Replacement (as bid)	\$154,686.00
South Wilmoth – Tripp Water Main Replacement (Estimated)	\$378,308.00
Lincoln Way Water Service Transfers (this bid)	\$ 74,975.60
Engineering and Contract Administration (Estimated)	<u>\$135,000.00</u>
	\$742,969.60

ALTERNATIVES:

- 1a. Accept the report of bids for the 2012/13 Water System Improvements Program (Water Service Transfer Contract #1).
 - b. Approve the final plans and specifications for the 2012/13 Water System Improvements (Water Service Transfer Contract #1).
 - c. Award the 2012/13 Water System Improvements (Water Service Transfer Contract #1) to MPS Engineers of Des Moines, Iowa, in the amount of \$74,945.60.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

By approving these plans and specifications, it will be possible to improve the reliability of water system and to improve the water quality for our citizens in this area. This project will also be completed prior to roadway improvements in the area, which are planned for 2014/15.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the report of bids, approving the final plans and specifications, and awarding the 2012/13 Water System Improvements (Water Service Transfer Contract #1) to MPS Engineers of Des Moines, Iowa, in the amount of \$74,945.60.

COUNCIL ACTION FORM

SUBJECT: 2012/13 WATER SYSTEM IMPROVEMENTS (WATER MAIN REPLACEMENT)

BACKGROUND:

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

This new project entails placing an eight-inch water main along East Lincoln Way from Center Avenue to 729 East Lincoln Way. This project will also include transferring water services to the new eight-inch water main and abandonment of the four-inch water main.

On March 21, 2012, bids for the project were received as follows:

Engineer's Estimate	\$181,810.00
Ames Trenching	\$154,686.00
J&K Contracting	\$162,240.60
MPS Engineers	\$172,726.10

Project funding is shown in the 2012/13 Capital Improvements Plan in the amount of \$900,000 from the Water Utility Fund.

The 2012/13 Water System Improvements Program includes expenses as follows:

East Lincoln Way Water Main Replacement (this bid)	\$154,686.00
South Wilmoth – Tripp Water Main Replacement (Estimated)	\$378,308.00
Lincoln Way Water Service Transfers (as bid)	\$ 74,945.60
Engineering and Contract Administration (Estimated)	<u>\$135,000.00</u>
	\$742,939.60

ALTERNATIVES:

- 1a. Accept the report of bids for the 2012/13 Water System Improvements Program (Water Main Replacement).
 - b. Approve the final plans and specifications for the 2012/13 Water System Improvements (Water Main Replacement).
 - c. Award the 2010/2011 2012/13 Water System Improvements (Water Main Replacement) to Ames Trenching of Ames, Iowa, in the amount of \$154,686.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

By approving these plans and specifications, it will be possible to improve the reliability of the water system and to improve water quality for our citizens and businesses in this area.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the report of bids, approving the plans and specifications, and awarding the 2010/2011 2012/13 Water System Improvements (Water Main Replacement) to Ames Trenching of Ames, Iowa, in the amount of \$154,686.

COUNCIL ACTION FORM

**SUBJECT: SECONDARY FEED SYSTEM FOR PRE-PROCESSED BOILER FUEL
AT RESOURCE RECOVERY PLANT**

BACKGROUND:

The City's Resource Recovery Plant annually processes 50,000 tons of municipal solid waste (MSW), recovering approximately 72% of all materials received. As the MSW travels through the processing system, several rotary disc screens intended to remove sand, glass, dirt, and grit also sort out smaller burnable material. In an effort to reclaim as much refuse derived fuel (RDF) as possible and reduce the amount of waste that is landfilled, staff identified a location for a secondary feed system to bypass traditional processing. This system would feed pre-processed, boiler-ready fuel directly from a truck into the underground pipeline that leads to the storage facility in the Power Plant's coal yard. Some examples of locally generated materials that could be inserted are sawdust or wood chips, shelled corn, and crumb rubber.

In the past, these smaller preprocessed materials were sent directly to the Boone County Landfill, since if they were processed through the Plant, they would mechanically be sorted out and ultimately still be transferred to the landfill. This additional feed system will allow Resource Recovery personnel to unload and transfer boiler-ready fuel with a 100% recovery rate to the Power Plant for combustion; thereby reducing both the amount of coal consumed and the amount of material sent to the landfill.

Plans and specifications were prepared by Brown Engineering with an estimated cost of \$94,000. On February 28, 2012, City Council authorized preliminary approval of these plans and specifications and Notice to Bidders.

On March 20, 2012, bids were opened for this project. A summary of all bids follows:

Bidder	Bid Amount
A-Lert Construction Services	\$62,040.00
PMI Iowa, LLC	\$78,584.00

Council previously approved a Solid Waste Alternative Program (SWAP) Grant of \$24,950 from the Iowa Department of Natural Resources for this project as a forgivable loan. This means that when the terms of the contract are met, the funds will not need to be repaid. The Resource Recovery budget currently has \$23,056 remaining for construction of this project. The required additional funding of \$14,034 for this project will come from savings in the FY 2011/12 Capital Improvements Plan (CIP) Resource Recovery System Improvements account, bringing total available funding to **\$62,040**.

Resource Recovery is planning to execute the CIP project Scale Platform Replacement as soon as possible. In order to reduce multiple outages where customer service would be disrupted in the course of increased seasonal tonnages, Resource Recovery would like to perform these projects concurrently and is requesting expedited approval of contract and bond with the award of bid for the Secondary Feed System project.

ALTERNATIVES:

- 1a. Accept the report of bids for the Secondary Feed System for Pre-processed Boiler Fuel.
 - b. Approve the final plans and specifications for the Secondary Feed System for Pre-processed Boiler Fuel.
 - c. Award the Secondary Feed System for Pre-processed Boiler Fuel to A-Lert Construction Services of Fredonia, Kansas, in the amount of \$62,040 and authorize the use of \$14,034 in savings from the Resource Recovery Improvements Program in the 2011/12 CIP.
 - d. Approve contract and bond simultaneously with the award of bid to A-Lert Construction Services to enable the Scale Project and Secondary Feed System projects to run concurrently and minimize any outage required or reduction in customer service at the Resource Recovery Plant.
2. Reject bids and do not award contract at this time.

MANAGER'S RECOMMENDED ACTION:

The installation of a secondary feed system will reclaim more refuse derived fuel (RDF) and reduce the amount of waste sent to the landfill. Staff has identified a location within the Plant for a secondary feed system to bypass traditional processing. This system will feed pre-processed, boiler-ready fuel directly from a truck to the underground pipeline and into the storage facility in the coal yard. Funding for this project will come from a forgivable DNR loan and from savings identified within the existing budget.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the report of bids, approving the final plans and specifications, and awarding the contract to A-Lert Construction Services of Fredonia, Kansas, in the amount of \$62,040 while authorizing the use of \$14,034 in savings from the Resource Recovery Improvements Program in the 2011/12 CIP to help finance this project.

COUNCIL ACTION FORM

SUBJECT: AWARD OF CONTRACT TO REPLACE RUBBER FLOORING AT THE AMES/ISU ICE ARENA

BACKGROUND:

The **FY12/13** Capital Improvement Plan includes **\$100,000** in funding to replace ten year old flooring in the lobby, restrooms, and meeting room at the Ames/ISU Ice Arena.

The Arena is closed annually during the month of May to complete preventative maintenance projects and the flooring could be replaced during this time. The funding source for this project is the Ice Arena Capital Reserve Fund which currently totals \$423,000. Because the facility will be closed to the public in May, it is being recommended that the Council authorize this expenditure in FY 11/12, rather than FY 2012/13 as originally planned.

As a reminder, the City and Iowa State University each contribute \$20,000 annually toward this fund so capital improvements can be made at this facility. ISU administration has approved this project.

The following bids were received on March 20, 2012:

Rink Systems	\$ 93,308.60
Poindexter Flooring Inc.	\$110,522.00
Commercial Flooring Co.	\$123,435.00

Project Budget:

Allocated: \$100,000

Anticipated Expenses:

Construction	\$ 93,309 (low bid)
Architectural Services	<u>\$ 6,000</u>
Total Cost	\$ 99,309

ALTERNATIVES:

1. Award a contract to Rink Systems in the amount of \$93,308.60 to replace the rubber flooring in the lobby, restrooms, and meeting room at the Ames/ISU Ice Arena and authorize the expenditure of funds for this project during FY 2011/12 rather than FY 12/13 as originally budgeted.
2. Reject the bids and delay project

MANAGER'S RECOMMENDED ACTION:

It is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby awarding a contract to Rink Systems in the amount of \$93,308.60 and authorizing the expenditure of funds for this project during FY 2011/12 rather than FY 12/13 as originally budgeted to avoid interfering with public usage.

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 2011/12 program locations were Ash Avenue (Mortensen Parkway to Knapp Street), Ridgewood Avenue (13th Street to 16th Street), and Hayes Avenue (20th Street to 24th Street).

This project 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 Mortenson Parkway to just south of Country Club Boulevard and a street replacement from just south of 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 while Iowa State University is in summer session, with the intention of project completion prior to the first ISU football game in September.

City staff along with the Design Consultant, Veenstra & Kimm, held a public meeting, which included area residents and Iowa State University, to discuss the staging of the project. Residents expressed interest in slowing the vehicular traffic as well as accommodating bicycles that utilize the area. It was determined that installation of bike only lanes along the west side of the road from Mortensen Parkway to just south of Country Club Boulevard would fill the desire of the neighborhood in both regards.

Because project funding includes federal funds, the contract was required to be let by the Iowa Department of Transportation (Iowa DOT). On Tuesday, March 20, 2011, bids were received and read by the Iowa DOT as follows:

<u>Bidder</u>	<u>Amount</u>
Engineer's Estimate	\$1,504,600.00
Manatt's, Inc.	\$1,161,811.46

Engineering and construction administration for this program (all locations) are estimated in the amount of \$450,000.

Funding for this project and program was identified in the 2011/12 CIP in the amount of \$1,898,500 from General Obligation Bonds, \$1,060,000 from MPO/STP funds, and \$80,000 in Sanitary Sewer funds, for total program funding of \$3,038,500. All funding for the Hayes Avenue segment was from General Obligation Bonds, and no STP/MPO funds were used on that portion of the program. The estimated funding breakdown between the different locations is shown below:

Street	Projected Costs	Revenue by Source			
		G.O. Bonds	Sanitary Sewer	MPO-STP	Total
Hayes Avenue (Actual)	\$491,015	\$491,015	0	0	\$491,015
Ridgewood Avenue (Estimate)	\$637,114	\$707,485	0	0	\$707,485
Ash Avenue (this bid)	\$1,161,811	\$200,000	\$80,000	\$1,060,000	\$1,340,000
Engineering/Admin	\$450,000	\$500,000			\$500,000
Total	\$2,739,940	\$1,898,500	\$80,000	\$1,060,000	\$3,038,500

ALTERNATIVES:

- 1a. Accept the report of bids for the 2011/12 Collector Street Pavement Improvements – Ash Avenue (Mortensen Parkway to Knapp Street).
 - b. Approve the final plans and specifications for the 2011/12 Collector Street Pavement Improvements – Ash Avenue (Mortensen Parkway to Knapp Street).
 - c. Award the 2011/12 Collector Street Pavement Improvements – Ash Avenue (Mortensen Parkway to Knapp Street) to Manatt's, Inc. of Ames, Iowa, in the amount of \$1,161,811.46, contingent upon receipt of Iowa DOT concurrence.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

By accepting the report of bids, approving the final plans and specifications, and awarding, 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 accepting the report of bids, approving the final plans and specifications, and awarding the 2011/12 Collector Street Pavement Improvements – Ash Avenue (Mortensen Parkway to Knapp Street) to Manatt's, Inc. of Ames, Iowa, in the amount of \$1,161,811.46, contingent upon receipt of Iowa DOT concurrence.

COUNCIL ACTION FORM

**SUBJECT: PROPOSED ZONING CODE TEXT AMENDMENT CONCERNING
DEFINITIONS OF “STORY” AND “BASEMENT”**

BACKGROUND:

Regulation of Building Setbacks by Number of Building Stories

The *Ames Zoning Code* regulates setbacks in various zones by referring to the number of building stories. For example, setbacks are regulated in the RH (Residential High) zone, as follows:

Table 29.704(3)

...

Minimum Principal Building Setbacks:

Front Lot Line	25 ft.
Side Lot Line	6 ft. for one story; 8 ft. for 2 stories; 10 ft for 3 stories; 12 ft. for 4 stories; 4 ft. additional for each story over 4

The Zoning Code also regulates the minimum number of stories in the DSC (Downtown Service Center) zone. Specifically, Table 29.808(3) states that the minimum height in the DSC is two stories.

While the Zoning Code regulates setbacks and building height according to the number of stories, there is **no definition of “story” in the Zoning Code**. Staff has therefore relied upon the definition of “story above grade” in the Building Code to interpret the Zoning Code. However, the purpose in the Building Code for regulating the number of stories may be different than the purpose of regulating height in the Zoning Code. For example, in the Zoning Code the intent of regulating buildings according to minimum number of stories in the DSC zone is to ensure that buildings in the downtown reflect the established height characteristic that visually defines the downtown. The Building Code, on the other hand, regulates according to numbers of stories such things as types of construction required, or whether an elevator is required.

At staff’s request, the City Council referred this item for a possible zoning ordinance text amendment to develop a definition of “story” that reflects the intent of the Zoning Code in regulating setbacks and building heights according to the number of building stories.

In response, staff presented to both the Planning and Zoning Commission and the City Council an amendment that essentially reflected the definition in the Building Code that the Inspection Division has applied to past projects, and therefore best reflected past practice. **However, on December 13, 2011, the Council directed staff to come back with alternatives that would address the issue of building height in the downtown as it pertains to the number of stories and that would resolve the issue of nonconforming buildings in the downtown.**

Currently, the Code requires that buildings in the downtown be at least two stories. This reflects the historic pattern of many downtowns that were developed with two or more story structures. The current story requirement was likely imposed to retain that visual pattern and the visual boundaries that define the downtown. In the traditional downtown district, those boundaries are the building walls on both sides of the street. The ratio of the height of those buildings to the width of the street between buildings establishes the scale of the space. Many downtowns intentionally include building height standards that retain that height/width ratio. The intent is to create a defined space with a sense of enclosure, making it inviting to pedestrians. Some downtown planners compare this to “walking into a room.” Typically, traditional downtowns in moderate-sized Midwestern communities have buildings of two, three, or four stories and distance across the street of 50 to 80 feet. With some exceptions noted, Ames’s downtown is also characterized primarily by multiple-story buildings, and the two-story minimum height standard reflects that characteristic.

It is helpful to consider some of the reasons the two-story requirement may have been imposed, because it helps to identify alternatives that can achieve the same objectives. If the primary purpose was to retain the historic ratio of building height to street width, then allowing a single story building at heights that are similar to two-story structures could achieve the same result. This could also provide some relief to property owners who might find the two-story requirement burdensome due to both the costs of constructing a second story and the questionable ability to market the space on an upper floor. The Council may recall this discussion during the broader discussion of whether to expand the Downtown Service Center (DSC) designation along Kellogg Avenue to Lincoln way.

Staff, therefore, has drafted an amendment to the Zoning Code that would allow a single-level building if it were of a height that reasonably reflected the multi-story structures of the downtown. This is accomplished by defining story both according to the space between a floor and a ceiling (the common approach), and also according to a defined height increment.

The following definition proposes a height increment of 14 feet, meaning that every 14 feet of building height is considered one story. But it also includes a rounding provision that gives credit for a full story if a segment of height is at least 0.57 of the defined 14-foot increment (i.e., 8 feet). Under this definition, a single-story building with a height to the top of the parapet of 22 feet would be considered a two-story building, even if it only had one floor level. That would reflect a 2-story structure with first floor on grade, 9-foot

ceilings on each level separated by one-foot depth of floor, and a three-foot parapet. A building of such dimensions is technically feasible, but is nonetheless low compared to ceiling heights of typical commercial structures.

The definition would also apply in the opposite manner to sections of the Code that regulate the maximum number of stories rather than a minimum number of stories. In those situations, a segment of height is rounded up to assume an additional story if it measures more than 0.50 of the defined 14-foot increment (i.e., 7 feet). **This ensures that codes meant to protect abutting properties from the impacts of taller buildings are also carried out.** For example, some setbacks are based upon the number of stories, ensuring that the taller the building, the further from the property line it will be located. The lower rounding threshold of 0.5 is applied in this situation because the full increment height of 14 feet is quite generous compared to the typical story height of a residential structure.

The above approach using height increments would provide an alternative means for *new construction* to comply with the two story-height requirement. However, it would likely not make any of the existing single-story structures conforming. The Ames Silversmith Building on Main Street, for example, is estimated to be a little over 18 feet high to the top of the parapet, and it may be one of the taller single-story buildings along that street. There are a number of single-level buildings with little to no parapets further to the east that are noticeably lower than the Ames Silversmith building.

If the goal were to make all downtown buildings conforming under this increment approach, we would need to adopt a lesser increment of, say, 8 feet, which would have to assume that a two story building consisted of 8-foot ceilings on both levels and a flat roof with no parapet.. Although that may be technically feasible, there is no precedent for a building like that in the downtown, and it may be contrary to the objective of maintaining a more lofty form of architecture in the downtown. A lesser increment would also be inadvertently burdensome as applied outside the downtown, such as in the FS-RL zone where the number of stories determines a building's setbacks. In those instances, a house with only one floor level would have to meet the setbacks of a two story house if it exceeded 12 feet at the midpoint of the ridge (assuming adoption of an 8-foot increment). That would actually make many, if not most, existing homes nonconforming. It would also make the approved expansion tower on Mary Greeley Hospital non-conforming because building heights in the Hospital/Medical Zone are also regulated by the number of stories. The 14-foot increment exactly reflects the height of the hospital's new tower and would therefore have no adverse impact on that project.

PROPOSED AMENDMENTS:

Staff has drafted the following amendment to Section 29.201 of the Zoning Code. It includes a definition of "story" that ensures that the setback of a building is similar to how setbacks have been determined using the Building Code definition (for consistency purposes), but also provides more flexibility in meeting

requirements for minimum numbers of stories in the downtown. It also includes a definition of basement, which is a companion definition to the definition of story, (i.e., it is a term used in the definition of story and therefore in need of definition):

Section 29.201(218) **Story.** That portion of a building included between the upper surface of a floor and the upper surface of the ceiling joist, roof rafter or floor next above, located fully above finished grade. Also, any 14-foot increment of building vertically measured between the surface of a first-level floor (excluding basement) and the highest point of the roof or parapet for flat roofs, or the mid-point between the eaves and the ridge for sloped roofs. When the term is applied to setback and/or maximum number of story requirements: any 14-foot increment greater than 0.50 (7 feet) shall be rounded up to the next 14-foot increment. When applied to minimum number of stories requirements: if the increment is less than 0.57 (8 feet) it shall be rounded down.

Section 29.201(17.1) **Basement.** That floor level of a building between the upper surface of a floor and the ceiling or floor joists next above, which has at least 50% of the total area of its perimeter or foundational walls located below natural and finished grade.

The above-proposed language does not require complex formula to determine the numbers of stories as does the current definition in the Building Code, and it requires significantly less verbiage to describe the term. It also provides more flexibility in meeting requirements pertaining to the minimum number of stories because it considers a tall building with only one floor level to be the same as a building with multiple floor levels. This would be applicable in the downtown where buildings must be at least two stories in height.

The proposed definition was worded in a manner that allows it to apply to any provision in the Zoning Code that regulates according to the number of stories. That made it challenging to develop language that would strike the right balance between the various ways the term “story” is used. The only other way around that challenge would be to eliminate reference to the term “story” altogether and instead regulate by specified footage rather than the number of stories that make up a building’s height. That may actually be the ideal way of addressing this issue, but it would entail amendments to each section of the Zoning Code where the term is used or referenced, which would likely be a time and labor intensive undertaking.

Recommendation of the Planning & Zoning Commission. At its meeting of March 21, 2012, with a vote of 5-0, the Planning and Zoning Commission recommended approval of the language as proposed, adding the above definitions of “story” and “basement” to Section 29.201 of the Zoning Code. No one from the audience spoke for or against the proposed text amendment.

ALTERNATIVES:

1. The City Council can adopt the language as proposed, adding the above definitions of “story” and “basement” to Section 29.201 of the Zoning Code.
2. The City Council can adopt the language as proposed in alternative one, except to change the defined increment to 10 feet rather than 14 feet.
3. The City Council can decide not to adopt the proposed definitions.
4. The City Council can direct staff to revise all sections of the Code that are based upon stories so that they instead regulated according to specified heights.
5. The City Council can refer this back to staff for additional analysis.

MANAGER’S RECOMMENDED ACTION:

Staff believes that the proposed definition reflects the intent of the Zoning Code in terms of both downtown building design and setbacks in residential and hospital/medical zones. It would reasonably reflect how the term “story” has been applied on past residential projects as defined in the Building Code without reliance upon complex formulae. It puts relatively tall buildings with few floor levels on par with the similar height buildings with multiple floor levels, thereby providing a more flexible means of meeting requirements pertaining to minimum number of stories in the downtown. Finally, staff believes the proposed increment of 14 feet, along with the rounding provisions described, strikes the appropriate balance between the objectives of ensuring minimum building height in the downtown, and the objectives of requiring increased setbacks in residential and hospital/medical zones when buildings reach a certain height.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative 1, which is to adopt the definitions of “story” and “basement” defined above and in the attached draft ordinance.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING SECTION 29.201(218) AND ADOPTING A NEW SECTION 29.201(218) TO DEFINE “STORY”, AND ADOPTING A NEW SECTION 29.201(249) TO DEFINE “BASEMENT”; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, current zoning regulations define for some zones building setbacks that are based upon the number of stories, and also regulate in some zones building heights based upon minimum number of stories; and

WHEREAS, there is no definition of “story” in the zoning code; and

WHEREAS, the city has been applying the definition of “story above grade” as defined in the Building Code when determining setbacks that are based upon the number of stories; and

WHEREAS, defining within the zoning code those terms that are used in the zoning code will ensure consistency of interpretation and also facilitate better customer service; and

WHEREAS, a definition of “story” has been proposed that relies upon the word “basement” and there is no definition of “basement” in the zoning code; and

WHEREAS, a definition of “basement” has also been proposed to facilitate definition of “story”;

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by repealing Section 29.201(218), and adopting a new Section 29.201(218), to read as follows:

Section 29.201(218) **Story.** That portion of a building included between the upper surface of a floor and the upper surface of the ceiling joist, roof rafter or floor next above,

located fully above finished grade. Also, any 14-foot increment of building vertically measured between the surface of a first-level floor (excluding basement) and the highest point of the roof or parapet for flat roofs, or the mid-point between the eaves and the ridge for sloped roofs. When the term is applied to setback and/or maximum number of story requirements: any 14-foot increment greater than 0.50 (7 feet) shall be rounded up to the next 14-foot increment; when applied to minimum number of stories requirements: if the increment is less than 0.57 (8 feet) it shall be rounded down.

Section Two. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by adopting a new Section 29.201(249), to read as follows:

Section 29.201(249) **Basement.** That floor level of a building between the upper surface of a floor and the ceiling or floor joists next above, which has at least 50% of the total area of its perimeter or foundational walls located below natural and finished grade.

Section Three. Violation of the provisions of this ordinance shall constitute a municipal infraction punishable as set out by law.

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

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

Passed this _____ day of _____, _____.

ATTEST:

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor



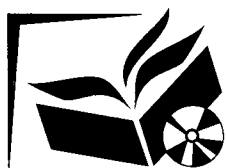
Memo

Legal Department

TO: Mayor Campbell and Members of the City Council
FROM: Doug Marek, City Attorney
RE: Ordinance Changing Start Date for Terms of Library Trustees
DATE: March 22, 2012

At the last regular City Council meeting, Council referred the attached letter from Dudley Luckett, President of the Ames Public Library Board of Trustees, requesting that the City Council amend the ordinance setting the terms of library trustees to provide for an April 1 start date. Changing the start date from July 1 to April 1 would make the three year terms of library trustees consistent with those of the majority of other boards and commissions.

The attached ordinance changes the start date for library trustees to April 1. If adopted, the change will not affect the trustees whose terms end this June 30, 2012. For new appointments or reappointments made in 2012, the terms will be from July 1, 2012 to March 30, 2015. Terms of trustees carrying over beyond 2012 will end on March 30 of the third year, with new terms beginning April 1 of the year of appointment.



AMES PUBLIC LIBRARY

We connect you to the world of ideas

February 23, 2012

The Honorable Ann Campbell
City of Ames
515 Clark Avenue
Ames, Iowa 50010

RE: Commencement Date for Library Trustees

Dear Mayor Campbell:

In June 2008, the Library Board of Trustees recommended several changes to Chapter 15 of the Municipal Code regarding the public library. Among the changes was to move the commencement date for trustees from April 1 to July 1. That change took place by City Council action on March 2, 2010.

At this time, the Ames Public Library is the only city department where the term of the trustees begins on July 1. In order to attract as many qualified citizens for trustee positions, it would be advantageous to draw candidates from the same pool of applicants for other city boards and commissions.

At the February 16, 2012, meeting of the Ames Public Library Board of Trustees, the board unanimously passed a resolution to return to an April 1 date for the start of a library trustee term. This is part of Chapter 15.2 of the Municipal Code.

While some matters related to library trustees require voter approval, the City Attorney has determined that "changing the beginning date (of a trustee's term) would not alter the composition, manner of selection, or powers and duties of the trustees." Therefore, no ballot initiative is necessary. An ordinance amending code section 15.2 for this particular item may be adopted by the City Council.

Enclosed is the signed resolution requesting this change.

Sincerely,

Dudley Luckett, President
Ames Public Library Board of Trustees

Enc: Board Resolution

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING SECTION 15.2, AND ADOPTING A NEW SECTION 15.2; THEREOF, FOR THE PURPOSE OF IMPLEMENTING CHANGES TO THE TERM START DATES FOR THE BOARD OF TRUSTEES; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by repealing Section 15.2; and adopting a new Section 15.2 as follows:

“Sec. 15.2. APPOINTMENT, TERM OF TRUSTEES.

Members of the board of trustees of the public library shall be appointed by the mayor, by and with the approval of the city council, and the term of office for each trustee shall be for a three (3) year period. Terms begin on April 1 of the year of appointment. No member shall serve more than two full consecutive terms.”

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

Section Three. This ordinance shall be in full force and effect July 1, 2012, after its passage and publication as required by law.

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor