

AGENDA
SPECIAL MEETING OF THE AMES CONFERENCE BOARD,
REGULAR MEETING OF THE AMES AREA METROPOLITAN
PLANNING ORGANIZATION POLICY COMMITTEE, AND
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
JUNE 26, 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 CONFERENCE BOARD MEETING

CALL TO ORDER: 6:30 p.m.

1. Roll Call
2. Resolution setting date of public hearing for July 10, 2012, for amendment to 2012/13 City Assessor's Budget to transfer money from the Special Appraiser's Fund to the Assessment Fund

COMMENTS:

ADJOURNMENT:

AMES AREA METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION POLICY COMMITTEE MEETING*

*The Ames Area Metropolitan Planning Organization Transportation Policy Committee Meeting will immediately follow the meeting of the Ames Conference Board.

1. Hearing on Draft FY 2013-16 Transportation Improvement Program (TIP):
 - a. Motion approving FY 2013-16 TIP

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 “Summer of Smart Irrigation”

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 June 12, 2012
4. Motion approving Report of Contract Change Orders for June 1-15, 2012
5. Resolution approving and adopting Supplement No. 2012-3 to *Municipal Code*
6. Resolution approving appointment of Council Member Peter Orazem to Ames Economic Development Commission Board of Directors
7. Resolution approving appointment of Julie Gould to fill vacancy on Planning and Zoning Commission
8. Resolution approving 2012/13 Pay Plan
9. Resolution approving 2012/13 Funding Agreement with Ames Economic Development Commission
10. Resolution approving 2012/13 contract for Sustainability Coordinator
11. Resolution approving contract with Iowa Economic Development Authority for State Energy Program funds totaling \$63,000 for three projects
12. Resolution approving 2012/13 Human Services Contract with Big Brothers/Big Sisters
13. Resolution approving 2012/13 Human Services Contract with Red Cross
14. Resolution delegating staff the ability to administratively approve closure of 5th Street west of Clark Avenue to repair a water valve
15. Resolution approving preliminary plans and specifications for 2011/12 Collector Street Paving Improvements (Ridgewood Avenue - 13th Street to 16th Street); setting July 18 , 2012, as bid due date and July 24, 2012, as date of public hearing
16. Resolution approving preliminary plans and specifications for 2011/12 Storm Sewer System Improvements (Country Club Boulevard); setting July 18, 2012, as bid due date and July 24, 2012, as date of public hearing
17. Resolution approving preliminary plans and specifications for 2012/13 Collector Street Paving Improvement (Meadowland Avenue - 13th Street to Carr Drive/Carr Pool Demolition); setting July 18, 2012, as bid due date and July 24, 2012, as date of public hearing
18. Resolution waiving City’s purchasing policy requirement for formal bidding procedures and authorizing purchase of software maintenance from Sungard Public Sector
19. Resolution awarding contract to Jordan Transformer LLC, of Jordan, Minnesota, in the amount of \$9,327.00, plus applicable sales taxes, for Top-O-Hollow Transformer LTC Installation
20. Resolution approving contract and bond for Southeast Entryway Project
21. Resolution approving contract and bond for Brookside Park - East Side Improvements
22. Resolution approving contract and bond for 2010/11 Asphalt Pavement Improvements (Abraham Drive and Todd Circle)
23. Resolution approving contract and bond for Unit No. 8 Feedwater Heater Replacement
24. Resolution approving Change Order #44 for the addition of the bike path to the Intermodal Facility
25. Resolution approving renewal of contract with ChemTreat, Inc., of Glen Allen, Virginia, in an amount not to exceed \$224,000 for Power Plant Chemical Treatment Services and Supplies
26. Resolution approving renewal of contract with Plibrico Company, LLC, of Omaha, Nebraska, in an amount not to exceed \$475,000 for Power Plant Boiler Maintenance and Repair Services

27. Resolution approving renewal of contract with Allied Valve, Inc., of Bettendorf, Iowa, in an amount not to exceed \$55,000 for Valve Maintenance, Testing, Repair, Replacement, and Related Services and Supplies
28. Resolution approving renewal of contract with Bodine Services of Clinton, LLC, of Clinton, Iowa, in an amount not to exceed \$49,500 for Specialized Wet/Dry Vacuum, Hydro Blast, and Related Cleaning Services for Power Plant
29. Resolution approving renewal of contract with Asplundh Tree Expert Company of Fairfax, Iowa, in an amount not to exceed \$275,000 for 2012/13 Electric Distribution Line Clearance Program
30. Resolution accepting completion of Precipitator Wire Replacement Project
31. Resolution accepting completion of 2009/10 Arterial Street Pavement Improvements (13th Street/Stange - UPRR Overpass)
32. Resolution accepting completion of 2010/11 Asphalt Resurfacing & Seal Coat/Asphalt Reconstruction Program (IJOBS - East O'Neil Drive and Hunziker Drive)
33. Resolution approving Minor Final Plat for Green Hills Community Subdivision, 1st Addition
34. Northridge Heights Subdivision, 15th Addition:
 - a. Resolution accepting partial completion of public improvements
 - b. Resolution approving Final Plat

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.**

ADMINISTRATION:

35. Report on Hospital/Medical Discussion Group
36. Staff report regarding rental inspection cycles
37. Resolution approving/motion denying amendment to Developer's Agreement for 605 and 619-719 East Lincoln Way
38. Resolution approving/motion denying request of MICA for modification to 2011/12 Human Services Contract
39. Resolution approving/motion denying request from Heartland Senior Services for supplemental funding for 2011/12 Human Services Contract

LIBRARY:

40. Library Construction/Renovation:
 - a. Update on project budget
 - b. Resolution authorizing City Manager to sign Professional Services Agreement for LEED Certification

PERMITS, PETITIONS, AND COMMUNICATIONS:

41. Motion approving encroachment permit for awnings at Ames Pantorium building, 410-412 Douglas Avenue
42. Motion approving permit to shoot fireworks from ISU Lot G7 on July 3, 2012, at approximately 9:45 p.m., with rain date of July 7, 2012, subject to approval from ISU Risk Management
43. Motion approving Class C Liquor License for Texas Roadhouse, 519 South Duff Avenue
44. Motion approving Outdoor Service Area privilege on July 14, 2012 for American Legion #37, 225 Main Street

45. Motion approving 5-Day Class C Liquor License for Olde Main Brewing Company at ISU Alumni Center, 420 Beach Avenue
46. Requests for Shrine Bowl Parade on July 21, 2012:
 - a. Resolution approving closure of portions of Main Street, Douglas Avenue, Fifth Street, Burnett Avenue, Kellogg Avenue, Pearle Avenue, and Clark Avenue from 8:00 a.m. to approximately 11:00 a.m. for parade scheduled at 9:30 a.m.
 - b. Resolution approving closure of Parking Lot MM and south portion of Lot M (west of City Hall) for parade staging between 6:00 a.m. and Noon
 - c. Resolution approving waiver of fee for electricity usage in Tom Evans Plaza

PUBLIC WORKS:

47. Staff report on Storm Sewer/Flood Mitigation Project prioritization

HUMAN RESOURCES:

48. Resolution approving renewal of policy with Holmes Murphy and Safety National to provide Excess Workers' Compensation coverage
49. Resolution approving renewal of policy with ICAP for Liability Insurance coverage
50. Resolution approving Property Insurance Policy

POLICE DEPARTMENT:

51. Staff report on cameras in Campustown

HEARINGS:

52. Hearing on Zoning Ordinance text amendment to repeal current parking requirements for general retail sales and services, retail and shopping centers of any size, major retail and shopping centers, and grocery stores of any size and adopt new parking requirement of one space per 300 square feet of building floor area for all retail sales:
 - a. First passage of ordinance
53. Hearing on Zoning Ordinance text amendment pertaining to requirements for Master Plans:
 - a. Motion to continue hearing until July 10, 2012

ORDINANCES:

54. Second passage of ordinance to adopt alternative landscaping standards for auto and marine craft trade uses

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.**

**AMES AREA METROPOLITAN PLANNING ORGANIZATION (AAMPO)
TRANSPORTATION POLICY COMMITTEE ACTION FORM**

SUBJECT: FINAL FY 2013 – 16 TRANSPORTATION IMPROVEMENT PROGRAM

BACKGROUND:

In order to receive funds for transportation improvement projects, it is necessary for the projects to be part of the approved statewide plan. The initial step in this process is for the AAMPO to develop a Transportation Improvement Plan (TIP). Regulations require the TIP to include transportation projects for four years.

The attached plan provides for projects for street improvements, CyRide improvements, and trail projects. In addition, the plan reflects expenditures for an annual pavement management program as well as annual support of the Statewide Urban Design and Specifications (SUDAS) program. The pavement management program will provide critical data as decisions are made concerning timing of pavement rehabilitation projects. The SUDAS program brings several benefits, including increasing bidder interest since specifications are uniform and the efficiency of staff time because local specifications do not need to be developed and kept updated.

A number of projects were evaluated as this plan was developed to cover the federal fiscal year (FFY) of October through September. The FY 2013 street project will be a reconstruction of State Avenue from Oakwood Road to the U.S. Highway 30 overpass. The enhancement funds for FY 2013 will be banked and used along with the FY 2014 enhancement funds for The Skunk River Trail Extension from East Lincoln Way to South River Valley Park, which is scheduled to be constructed for the FY 2014 trail project. It should be noted, however, that completion of this segment will be subject to granting of access easements by the affected property owners.

Submission of the final TIP to the Iowa Department of Transportation is required by July 15, 2012. A public input session was held on May 1st, 2012 to discuss the TIP and receive comments. No revisions were requested by the public.

ALTERNATIVES:

1. Approve the Final FY 2013 – 16 Transportation Improvement Plan.
2. Direct staff to modify the Final FY 2013 – 16 Transportation Improvement Plan.

ADMINISTRATOR'S RECOMMENDATION:

The AAMPO Technical Committee reviewed the Draft FY 2013 – 16 TIP and unanimously recommended approval. The AAMPO staff received and addressed comments from the Iowa DOT, FHWA, and FTA. At the public input session, no revisions were requested by the public. The projects included in the TIP were also approved in the City's CIP. Therefore, it is recommended by the Administrator that the Transportation Policy Committee adopt Alternative No. 1, thereby approving the Final FY 2013 – 16 Transportation Improvement Plan.



Ames Area

metropolitan planning organization



**TRANSPORTATION IMPROVEMENT
PROGRAM**

FY 2013 – 2016

FINAL

June 26, 2012

"The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

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Federal Highway Administration Section

Project Selection

The Ames Area Metropolitan Planning Organization (AAMPO) Transportation Policy Committee (TPC) adopted a project rating criteria system as a means of ranking submitted projects. Highway capacity improvement projects were selected using Level of Service criteria; rehabilitation and reconstruction projects were selected based upon pavement condition index and field review. The highest ranking projects are then presented to the Transportation Technical Committee (TTC) for review and recommendation. A recommendation is then passed on to the TPC for action.

Enhancement projects consist of open space trails that have been developed during the public involvement process for the Long Range Transportation Plan (LRTP) update; new trail segments are identified and ranked by the users and the Parks and Recreation Commission. Trail segments shown in the plan are sized proportionately based upon estimated construction costs.

All highway and enhancement projects are also available for public review and comment through the City of Ames Capital Improvement Plan (CIP) process. This involves public presentations and a formal public hearing before the Ames City Council.

The Transit Board selects operating projects for CyRide as identified in the approved Passenger Transportation Plan (PTP), which serves as a needs assessment for all regional human and health service agencies. The Transit Board also approves matching funds for capital projects based upon identified route expansions.

All projects are consistent with the approved 2035 Long Range Transportation Plan adopted on Oct. 12, 2010.

AAMPO FY 2013 – 16 Transportation Improvement Program

FY 2012 Project Status Report

TPMS #	Project Number	Location	Type of Work	Status	Total Project Cost	Total Federal Aid	Sponsor
19245	STP-U-0155()-70-85	Ash Avenue (Mortensen Pkwy to Knapp St.), Ridgewood Avenue (13th St. to 16th St.), Hayes Avenue (20th St. to 24th St.)	Pavement Rehab	Authorized / Hayes & Ridgewood Completed / Ash March 20, 2012 Letting	\$ 2,959,000	\$ 1,060,000	City of Ames
18655	STP-U-0155(STATE)-70-85	State Avenue (Oakwood Road to US HW 30)	Pavement Rehab	FHWA Approved / Rolling Over Funding	\$ 1,500,000	\$ 1,062,000	City of Ames
17023	STP-U-0155()-70-85	East Lincoln Way (S. Duff Ave. to Skunk River) and Lincoln Way (Squaw Creek to Oak Ave.)	Pavement Rehab	FHWA Approved / Removed From Programming	\$ 1,785,000	\$ 1,060,000	City of Ames
19248	STP-U-0155()-70-85	24th St. (UPRR to Northwestern Ave.) and Bloomington Rd. (Eisenhower Ave. to west 500 ft.)	Pavement Rehab	FHWA Approved / Rolling Over Funding	\$ 1,955,000	\$ 1,062,000	City of Ames
9590	RGPL-PA22(PMS)-ST-85	VARIOUS: PAVEMENT MANAGEMENT	Miscellaneous	FHWA Approved / Rolling Over Funding	\$ 6,000	\$ 5,000	AAMPO
9589	RGPL-PA22(UDS)-ST-85	VARIOUS: STATEWIDE URBAN DESIGN STANDARDS	Miscellaneous	FHWA Approved / Rolling Over Funding	\$ 5,000	\$ 4,000	AAMPO
20889	NHS()-11-85	US 30: University Blvd. in Ames to East of I-35	Pavement Rehab	FHWA Approved / Project Let for 2012 Costruction	\$ 4,900,000	\$ 3,920,000	DOT-D01
16031	STP-E-0155(Youth)-8V-85	Skunk River Trail: Hunziker Youth Sports Complex to Southeast 16th Street	Ped/Bike Grade & Pave	FHWA Approved / Sept. 18, 2012 Letting	\$ 436,000	\$ 86,000	City of Ames
14982	STP-E-0155(LW)-8V-85	Skunk River Trail: East Lincoln Way to S. River Valley Park	Ped/Bike Grade & Pave	FHWA Approved / Rolling Over Funding	\$ 860,000	\$ 160,000	City of Ames
16103	RGPL-PA22()-PL-85	Ames MPO Planning: PL Funds for Transportation Planning	Trans Planning	FHWA Approved / Rolling Over Funding	\$ 400,000	\$ 320,000	AAMPO
20551	HDP-0155()-71-85	Grand Avenue: S. 16th St North 0.1 miles to Coldwater Clubhouse Entrance	Grade and Pave	Authorized / Completed	\$ 637,000	\$ 510,000	City of Ames

Fiscal Constraint

The AAMPO FY 2013 programming targets are \$1,292,223 for the highway element and \$98,703 for the enhancement element. The project costs shown in the TIP are in year of expenditure dollars. This is accomplished by developing an estimate of costs in the current bidding environment and then applying an inflation factor of 4% per year. The Ames City Council has programmed these projects in the City of Ames 2012-2017 CIP for the local funding allocation. These funds are generated from the City's annual Road Use Tax Fund (RUTF) distribution, Local Option Sales Tax, and General Obligation (GO) Bonds. The transit program does not have targets, and thus the requests involve significant costs in the anticipation of maximizing the amounts received.

AAMPO FY 2013 – 16 Transportation Improvement Program

Financial Constraint Summary Tables

AAMPO STP Program Federal Aid				
	2013	2014	2015	2016
Surface Transportation Program (STP) Balance (Carryover)	\$1,041,849	\$1,272,072	\$1,504,072	\$1,734,072
STP Target	\$1,292,223	\$1,292,000	\$1,292,000	\$1,292,000
Total Available for Programming	\$2,334,072	\$2,564,072	\$2,796,072	\$3,026,072
Total STP Programmed	\$1,062,000	\$1,060,000	\$1,062,000	\$1,060,000
Balance of STP Funds	\$1,272,072	\$1,504,072	\$1,734,072	\$1,966,072

AAMPO TE Program Federal Aid				
	2013	2014	2015	2016
Transportation Enhancement (TE) Balance (Carryover)	\$37,299	\$136,002	\$75,002	\$174,002
TE Target	\$98,703	\$99,000	\$99,000	\$99,000
Total Available for Programming	\$136,002	\$235,002	\$174,002	\$273,002
Total TE Programmed	\$0	\$160,000	\$0	\$160,000
Balance of TE Funds	\$136,002	\$75,002	\$174,002	\$113,002

AAMPO Forecasted Operations and Maintenance Expenditures on Federal Aid System				
	2013	2014	2015	2016
City Operations	\$402,563	\$418,666	\$435,412	\$452,829
City Maintenance	\$1,175,496	\$1,222,516	\$1,271,416	\$1,322,273
Total Operations and Maintenance	\$1,578,059	\$1,641,181	\$1,706,829	\$1,775,102

Source: 2011 City Street Finance Report

AAMPO Forecasted Non-Federal Funding						
	2011	2012	2013	2014	2015	2016
Total RUTF Receipts	\$4,835,945	\$5,029,383	\$5,230,558	\$5,439,780	\$5,657,372	\$5,883,667
Total Other Road Monies Receipts	\$5,487,506	\$5,707,006	\$5,935,286	\$6,172,698	\$6,419,606	\$6,676,390
Total Receipts Service Debt	\$15,548,031	\$16,169,952	\$16,816,750	\$17,489,420	\$18,188,997	\$18,916,557
Total Non Federal Road Fund Receipts	\$25,871,482	\$26,906,341	\$27,982,595	\$29,101,899	\$30,265,975	\$31,476,614

Source: 2011 City Street Finance Report

AAMPO Funding Programs Summary					
	2013	2014	2015	2016	Total
STP Project Total	\$1,500,000	\$1,480,000	\$1,955,000	\$1,530,000	\$6,465,000
STP Federal Aid	\$1,062,000	\$1,060,000	\$1,062,000	\$1,060,000	\$4,244,000
PRF Project Total	\$0	\$0	\$0	\$477,000	\$477,000
PRF Federal Aid	\$0	\$0	\$0	\$0	\$0
ENH Project Total	\$0	\$860,000	\$0	\$860,000	\$1,720,000
ENH Federal Aid	\$0	\$160,000	\$0	\$160,000	\$320,000
PL Project Total	\$11,000	\$411,000	\$11,000	\$11,000	\$444,000
PL Federal Aid	\$9,000	\$329,000	\$9,000	\$9,000	\$356,000
ILL Project Total	\$0	\$1,500,000	\$4,650,000	\$13,100,000	\$19,250,000
ILL Federal Aid	\$0	\$0	\$0	\$0	\$0

Network Operations and Maintenance

The capital investment and other measures necessary to preserve the existing transportation system, as well as operations, maintenance, modernization, and rehabilitation of existing and future transportation facilities are annually reviewed and programmed. Preservation, operating, and maintenance costs are included as a priority for funding. Maintenance and rehabilitation projects are also included in the AAMPO LRTP. In addition to STP funding, the City of Ames utilizes RUTF, Local Option Sales Tax, and General Obligation funding for system preservation projects. A program is also included in the City of Ames 2012-2017 CIP to address shared use path maintenance. The LRTP and Land Use Policy Plan (LUPP) both use an intersection efficiency standard of Level of Service (LOS) C.

Public Participation Process

A notice advising the public about the draft TIP and Transportation Planning Work Program (TPWP) reviewed by the AAMPO Technical Committee will be mailed to 43 neighborhood organization chairpersons, representatives, of the Ames Main Street District, Campustown Action Association, NAACP, Friends of Central Iowa Biking, International Student Council at Iowa State University (ISU), League of Women Voters, and others in accordance with our approved Public Participation Plan (PPP). In addition, as previously noted, projects are available for public review and comment through the City of Ames CIP process. A public input session will be held on May 1st, 2012 to discuss the TIP and receive comments.

Title VI Compliance

The Ames Area MPO adheres to the City of Ames's Title VI of the Civil Rights Act of 1964 Compliance Plan. The AAMPO carries out its transportation planning processes without regard to race, color, or national origin. The Compliance Plan provides information on the Ames Area MPO Title VI compliance policies, complaint procedures, and a form to initiate the complaint process for use by members of the public. For more information or to file a complaint or concern, please contact the AAMPO Administrator at the City of Ames Public Works Administration Office at 515-239-5160.

Self Certification

The AAMPO Policy Committee certified that transportation planning activities in the Ames metropolitan area are being carried out in accordance with governing Federal regulations,

policies and procedures. This certification was at the meeting on March 27, 2012 (a copy of the document is attached in Appendix C).

Revising the TIP

Revisions are defined as changes to a TIP that occur between scheduled periodic updates. There are two types of changes that occur under the umbrella of “revision”. The first is a major revision or “Amendment”. The second is a minor revision or “Administrative Modification”.

Amendment

An amendment is a revision to the TIP that involves a major change to a project included in the TIP. This includes an addition or deletion of a project, a major change in project cost, project or project phase start dates, or a major change in design concept or project scope. Any changes to projects included only for illustrative purposes do not require an amendment. An amendment is a revision that requires public review and comment, re-demonstration of fiscal constraint, or a conformity determination (for MPO TIP’s involving non-exempt projects in non-attainment and maintenance areas). Changes that affect fiscal constraint must take place by amendment to the TIP.

Administrative Modification

A minor revision to the TIP is an administrative modification. It includes minor changes or project phase costs, minor changes to funding sources of previously included projects, or minor changes to a project or project phase start dates. An administrative modification is a revision that does not require public review and comment, redemonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas).

Amendment vs. Administrative Modification

There are four main components that can be used to determine whether a project change constitutes an amendment or an administrative modification. They include the following:

Project Costs – Determination will be made based on the percentage of change or dollar amount of change in federal aid. Projects in which the federal aid has been changed by more than 30% or total federal aid increases by \$2.0 million or more will require an amendment. Anything less can be processed with an administrative modification.

Schedule Change – Changes in schedules to projects which are included in the first four years of the TIP will be considered administrative modifications. Projects which are added to or deleted from the TIP will be processed as amendments.

Funding Sources – Additional federal funding sources to a project will require an amendment. Changes to funding from one source to another will require an administrative modification.

Scope Change – Changing project termini or changing the amount of through traffic lanes will be processed as an amendment. Other examples of changes that require an amendment include changing the type of work from an overlay to reconstruction or changing the project to include widening of the roadway.

Procedural Requirements for Revisions

Amendments are considered major revisions and therefore have more procedural requirements. The main requirement is an opportunity for public input. The second is technical and policy board approval of the amendment. Public involvement for amendments will occur at the local level for all AAMPO amendments.

Statewide public review for Iowa DOT project amendments takes place at the time of inclusion in the Iowa DOT's Statewide TIP (STIP). Iowa DOT sponsored projects within the AAMPO planning boundary must go through the AAMPO's adopted amendment process, which includes public review and approval by the Technical and Policy Committees.

Administrative modifications have simplified procedures which allow more flexibility in the processing of changes. The AAMPO processes changes that qualify as administrative modifications by seeking Policy Committee approval or the administrator may make minor changes if the process is documented and meets the administrative modification requirements.

Finally, each type of revision needs to be processed in Transportation Program Management System (TPMS) and the date of approval by the AAMPO needs to be included in the revision submittal.

Revision Procedures

The AAMPO documents their procedures for processing amendments and administrative modifications by way of Policy Committee action and their respective meeting minutes. They are included in the public participation documents and in the TIP according to procedures in the approved TPWP.

AAMPO FY 2013 – 16 Transportation Improvement Program

Formal amendments should be submitted to the AAMPO staff that is then able to review the amendment for impact on fiscal constraint and other factors. The amendment is then presented to the TTC for review and approval. The TTC considers a recommendation of the amendment to the TPC, whom then too will consider the amendment for approval. The amendment is finally submitted to the Iowa DOT and FHWA / FTA for final approval and for incorporation into the STIP.

The documentation includes the definitions of amendments and administrative modifications. It also includes detailed procedures on how each type of revision is processed. It should be noted the Iowa DOT does not require the AAMPO follow the same procedures for public involvement or administrative processes.

Federal Transit Administration Section

FY 2013 TIP FTA Project Justification

The following transit projects identified within the draft FY2013-2016 TIP were included within the 2013 Passenger Transportation Plan (PTP) Update, meeting the requirements to have all federal and state transit funding within an approved PTP prior to TIP approval. The following narrative describes the projects within the initial year of the plan.

General Operations: This funding supports the day-to-day transit operations of the Ames Transit Authority from Ames' urbanized area federal apportionment, Transit Intensive Cities, and State Transit Assistance funding.

Brown Route Frequency/Hours Expansion: In 2008, CyRide added additional service between campus and North Grand Mall based on demand in the Somerset area during the summer weekdays and weekday nights during the remainder of the year. Weekday nights improved to 40-minute frequencies until 9:00pm instead of ending at 7:00 pm, and Weekday Summer service doubled to 20-minutes. This would provide a sixth year of service for these expanded services.

Midday South Duff Expansion: In 2008, CyRide added mid-day service hours to its Yellow Route to the southeast area of Ames known as the #4A Gray Route. This route operates every 60 minutes alternating between the current Gray Route and this southeast area allowing connections directly to ISU campus instead of transferring at Ames City Hall. Before the route was initiated, only one mid-day trip operated to this area. This would provide a sixth year of service for this hourly mid-day service.

E. 13th Street/Lincoln Way/Dayton Ave. Service Expansion: A new route was added in August 2010 traveling via E. 13 Street/Lincoln Way/Dayton Avenue to the commercial and industrial areas of east Ames. Medical services, human service agencies and industrial businesses are common to the area and many residents are requesting same day transportation to that part of the community. The route would provide access to businesses such as 3M, Mainstream Living, Child Serve, Mary Greeley Dialysis, Wolfe Clinic, National Animal Disease Center and Sauer-Danfoss. Service to this area has been a high priority since 2007 within the annual Passenger Transportation Plan process between transportation providers and human service agencies. This would provide a second year of service to this commercial-industrial area.

Contracted Paratransit (Dial-A-Ride) Service: According to federal regulations, public transit agencies providing fixed-route transit service in their community must also provide door-to-door transportation service within a ¼ mile area of that fixed-route service. Therefore, CyRide purchases transportation service for its Dial-A-Ride operations in order to meet this ADA requirement. This requirement has been expanded to the entire city limits of Ames.

Transit Amenities: CyRide developed a Bus Stop Plan that recommended an implementation plan for bus stop amenities along CyRide's fixed-route system. From the prioritization of recommended stop improvements, concrete pads will be added for easier boarding/alighting during inclement weather as well as replacing bus shelters with lighted bus shelters to improve the accessibility for patrons and CyRide's image throughout the Ames community. In addition, bus tracking technology will be incorporated into CyRide's system allowing better travel information to be communicated to the public. Passengers would be able to obtain in real time when the next two buses would travel past a particular bus stop by plugging in the particular stop number associated with the stop into the website, texting or calling. This feature would allow information to be dispersed to those with disabilities more readily through these methods. However, the stops need to be upgraded to include the stop number on the bus stop sign and the numbers of where to call and text. Additional options include adding LED signs next to approximately 25 high ridership stops that indicate visually when the next two buses are coming.

Heavy Duty Bus Replacement: Eight buses have exceeded FTA guidelines for useful life. Bus numbers are 00963, 00965, 00741, 00144, 00145, 00146, 00147, and 00716. These units will be replaced with 40' heavy-duty buses, equipped with cameras. These replacement vehicles will be ADA accessible.

Ames Intermodal Facility Expansion Phase II: In 2009, CyRide, the City of Ames, and ISU worked collaboratively on developing an Intermodal Transportation Facility project based upon a need to connect transportation modes within the Ames community. The Intermodal Facility would accommodate and link public and private transportation modes (public transit, intercity bus carriers, regional airport shuttle services, carpools/vanpools, taxis, bicycle commuters, and pedestrians) for the residents, students, faculty, and visitors of Ames and the Central Iowa region. On February 17, 2010, CyRide received approximately \$8.465 million through the Transportation Investment Generating Economic Recovery (TIGER) program of the 2009 Recovery Act for the Intermodal project. The facility, which was quickly redesigned to accommodate a lower budget, is currently under construction to be open in July 2012. Since

AAMPO FY 2013 – 16 Transportation Improvement Program

this funding only allowed a portion of the originally conceived project elements to be constructed, it is anticipated that future DOT funding opportunities may be available within the new transportation reauthorization to help completely fund phase II of the Intermodal Facility estimated at approximately \$12 million to complete. The additional vital remaining elements include:

- Two additional bus bays for the public transit operator CyRide
- One additional hybrid biodiesel buses for CyRide
- Automatic Vehicle Location Signage
- Additional 248 parking spaces (339 structured; converting 91 spaces from surface lot to structured) allowing enough revenues to facilitate the operation of a public transit shuttle between campus and the facility.
- Bike path through the ISU arboretum adjacent to the facility connecting west Ames with a high residential area to ISU campus.
- Additional bike lockers (12)

Overall design, construction, bus and contingency funding estimate the following budget for phase two of the Intermodal Facility:

Federal Funds	Dollars	Percent
Total Federal TIGER Request	\$ 10,005,000	79%
Non-Federal Matching Funds	Dollars	Percent
Land Value (Iowa State University)	\$ 2,100,000	
CyRide Capit Budget	\$ 102,000	
CyRide Operating Budget	\$ 50,000	
City of Ames Capital Budget	\$ 22,125	
Iowa State University General Fund	\$ 22,125	
Iowa State University Government of the Student Body	\$ 305,000	
Total Non-Federal Matching Funds	\$ 2,601,250	21%
Total	\$ 12,606,250	100%

Appendix A: FY 2013 – 16 TIP TPMS Printouts

Draft TIP (2013)

In Prep
Submitted
TIP Approved
DOT Approved
FHWA Approved
Authorized

for MPO-22 / AAMPO

MPO-22 / AAMPO
2013 - 2016 Transportation Improvement Program

TPMS Sponsor Appr.Status	Project # Location Funding Program	Length FHWA # Sec:Twnshp:Range	Project Funding	Programmed Amounts				PA:Co:SEQ
				FY13	FY14	FY15	FY16	PA ID # STIP ID #
[1] STP - Surface Transportation Program			Inclusion in this list DOES NOT guarantee Federal Aid Eligibility					
Story County - 85								
19248 Ames TIP Approved	STP-U-0155(--70-85) 24TH ST AND BLOOMINGTON RD:24th St. (UPRR tracks to Northwestern Ave.) and Bloomington Rd. (Eisenhower Ave. to west 500 ft.) Pavement Rehab	0.54 Mi -- 0:0:0	Project Total Federal Aid Regional FA	-- -- --	-- -- --	\$1955 \$1062 \$1062	-- -- --	:85:162
21262 Ames TIP Approved	STP-U-0155(Meadow)--70-85 Meadowlane Avenue / E 20th Street:Meadowlane Ave (Carr Dr to E 20th St) and E 20th St (Duff Ave to Meadowlane Ave) Pavement Rehab	0.5 Mi --	Project Total Federal Aid Regional FA	-- -- --	-- -- --	\$1530 \$1060 \$1060	-- -- --	:85:XX
21261 Ames TIP Approved	STP-U-0155(SHELDON)--70-85 SHELDON AVENUE:Lincoln Way to Hyland Avenue Pavement Rehab	0.4 Mi --	Project Total Federal Aid Regional FA	-- -- --	\$1480 \$1060 \$1060	-- -- --	-- -- --	:85:XX
18655 Ames TIP Approved	STP-U-0155(STATE)--70-85 STATE AVE:Oakwood Road to US HW 30 Pavement Rehab	0.72 Mi -- 16:83:24	Project Total Federal Aid Regional FA	\$1500 \$1062 \$1062	-- -- --	-- -- --	-- -- --	:85:155
9590 MPO-22 / AAMPO TIP Approved	RGPL-PA22(PMS)--ST-85 VARIOUS:PAVEMENT MANAGEMENT Miscellaneous	--	Project Total Federal Aid Regional FA	\$6 \$5 \$5	\$6 \$5 \$5	\$6 \$5 \$5	\$6 \$5 \$5	22:85:85
9589 MPO-22 / AAMPO TIP Approved	RGPL-PA22(UDS)--ST-85 VARIOUS:STATEWIDE URBAN DESIGN STANDARDS Miscellaneous	--	Project Total Federal Aid Regional FA	\$5 \$4 \$4	\$5 \$4 \$4	\$5 \$4 \$4	\$5 \$4 \$4	22:85:86
[5] ENH - Transportation Enhancement Program			Inclusion in this list DOES NOT guarantee Federal Aid Eligibility					
Story County - 85								
14982 Ames TIP Approved	STP-E-0155(LW)--8V-85 Skunk River Trail:East Lincoln Way to S. River Valley Park Ped/Bike Grade & Pave	0.94 Mi --	Project Total Federal Aid Regional FA	-- -- --	\$860 \$160 \$160	-- -- --	-- -- --	22:85:127
21260 Ames TIP Approved	STP-E-0155(SE16TH)--8V-85 Skunk River Trail:SE 16th Street to East Lincoln Way Ped/Bike Structures, Ped/Bike Miscellaneous	1 Mi --	Project Total Federal Aid Regional FA	-- -- --	-- -- --	\$860 \$160 \$160	-- -- --	:85:XX
[8] PL - Metropolitan Planning			Inclusion in this list DOES NOT guarantee Federal Aid Eligibility					
Story County - 85								
16103 MPO-22 / AAMPO TIP Approved	RGPL-PA22(--PL-85) Ames MPO Planning:PL Funds for Transportation Planning Trans Planning	--	Project Total Federal Aid Regional FA	-- -- --	\$400 \$320 --	-- -- --	-- -- --	22:85:145
[19] PRF - Primary Road Funds			Inclusion in this list DOES NOT guarantee Federal Aid Eligibility					
Story County - 85								
22052 DOT-D01-MPO22 TIP Approved	BRFN(--39-85) US 30:US 69 IN AMES (EB) Bridge Deck Overlay	048710	Project Total Federal Aid Regional FA	-- -- --	-- -- --	-- -- --	\$477 -- --	22:85:179

TPMS Sponsor Appr.Status	Project # Location Funding Program	Length FHWA # Sec:Twtnshp:Range	Project Funding	Programmed Amounts				PA:Co:SEQ
				FY13	FY14	FY15	FY16	PA ID # STIP ID #
[24] ILL - Illustrative Regional Project								Inclusion in this list DOES NOT guarantee Federal Aid Eligibility
Story County - 85								
18659 Ames TIP Approved	ILL-0155()-93-85 NORTH DAKOTA AVE:Toronto Street to 215th Street Bridge New PA Note: Illustrative Project	0.36 Mi -- 32:84:24	Project Total Federal Aid Regional FA	--	--	--	\$6600 -- --	:85:157 -- --
16032 Ames TIP Approved	ILL-0155(Grand3)--93-85 Grand Avenue:South 16th Street to Squaw Creek Drive; S.16th/S.Duff Intersection Grade and Pave, Bridge New PA Note: Illustrative Project	1.2 Mi -- 0:0:0	Project Total Federal Aid Regional FA	--	\$1500	\$4650	\$6500 -- --	22:85:143 -- --

Draft 2013 Transit Program

(Filtered)

MPO-22 / AAMPO (64 Projects)

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY13	FY14	FY15	FY16
STA, 5307	CyRide	914 Operations Misc	General Operations	Total	8,285,462	8,616,881	8,961,556	9,320,018
				FA	1,700,000	1,768,000	1,838,720	1,912,269
				SA	533,022	554,343	576,517	599,577
STA	CyRide	915 Planning Misc	I-35 Ames - Des Moines Corridor Planning	Total		100,000		
				FA				
				SA		80,000		
5316	CyRide	916 Operations Expansion	Brown Route Frequency/Hours Expansion	Total	65,919	67,896	69,932	72,030
				FA	32,959	33,948	34,966	36,015
				SA				
5316	CyRide	917 Operations Expansion	Midday South Duff expansion	Total	33,434	34,438	35,470	36,534
				FA	16,717	17,219	17,735	18,267
				SA				
5310	CyRide	919 Operations Misc	Contracted Paratransit Service	Total	180,531	187,753	195,263	203,073
				FA	144,425	150,202	156,210	162,458
				SA				
5310	CyRide	920 Capital Replacement	Transit amenities	Total	50,000	50,000	50,000	50,000
				FA	40,000	40,000	40,000	40,000
				SA				
5309	CyRide	945 Capital Expansion	Facility cameras/Proximity Card Access - 20 cameras/10 cards	Total		56,660		
				FA		45,328		
				SA				
5309	CyRide	946 Capital Rehabilitation	Electric distribution rehabilitation	Total		30,000		
				FA		24,000		
				SA				
5309	CyRide	951 Capital Expansion	Automatic passenger counters	Total		500,000		
				FA		400,000		
				SA				
5309	CyRide	953 Capital Replacement	Re-roof Maintenance facility	Total		500,000		
				FA		400,000		
				SA				
5309	CyRide	954 Capital Expansion	Maintenance Facility Expansion	Total		760,000	760,000	
				FA		608,000	608,000	
				SA				
5309	CyRide	957 Capital Rehabilitation	Resurface ISC Commuter Parking (direct earmark)	Total				1,000,000
				FA				720,000
				SA				
5316	CyRide	1831 Operations Other	East 13th Street/Lincoln Way/Dayton Ave Service Expansion	Total	55,671	57,340	59,060	60,832
				FA	27,835	28,670	29,530	30,416
				SA				
5309	CyRide	1891 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00970	Total	410,000			448,018
				FA	340,300			371,855
				SA				
5309	CyRide	1892 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00971	Total	410,000			448,018
				FA	340,300			371,855
				SA				

MPO-22 / AAMPO (64 Projects)

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY13	FY14	FY15	FY16
5309	CyRide	1894 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00972	Total				448,018
				FA				371,855
				SA				
5309	CyRide	1895 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00973	Total				448,018
				FA				371,855
				SA				
5309	CyRide	1898 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00974	Total				448,018
				FA				371,855
				SA				
5309	CyRide	1899 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00975	Total				448,018
				FA				371,855
				SA				
5309	CyRide	1900 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00976	Total				448,018
				FA				371,855
				SA				
5309	CyRide	1901 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00977	Total				448,018
				FA				371,855
				SA				
5309	CyRide	1902 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00711	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	1903 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00712	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	1904 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00713	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	1905 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00714	Total	410,000		434,969	
				FA	340,300		361,024	
				SA				
5309	CyRide	1906 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00715	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	1907 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, BioDiesel Unit #: 00716	Total	410,000			
				FA	340,300			
				SA				
5309	CyRide	1908 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00739	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	1909 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00740	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	1910 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00742	Total			434,969	
				FA			361,024	
				SA				

MPO-22 / AAMPO (64 Projects)

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY13	FY14	FY15	FY16
5309	CyRide	1911 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00743	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	1912 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00717	Total		422,300		
				FA		350,509		
				SA				
ICAAP	CyRide	1913 Capital Expansion	AVL Signage/bus stop signage	Total		100,000		
				FA		80,000		
				SA				
5309	CyRide	2427 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, BioDiesel Unit #: 00963	Total	410,000			
				FA	340,300			
				SA				
5309	CyRide	2428 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, BioDiesel Unit #: 00965	Total	410,000			
				FA	340,300			
				SA				
5309	CyRide	2429 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, BioDiesel Unit #: 00741	Total	410,000			
				FA	340,300			
				SA				
5309	CyRide	2430 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, BioDiesel Unit #: 00144	Total	410,000			
				FA	340,300			
				SA				
5309	CyRide	2431 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, BioDiesel Unit #: 00145	Total	410,000			
				FA	340,300			
				SA				
5309	CyRide	2432 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, BioDiesel Unit #: 00146	Total	410,000			
				FA	340,300			
				SA				
5309	CyRide	2433 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, BioDiesel Unit #: 00147	Total	410,000			
				FA	340,300			
				SA				
5309	CyRide	2434 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00953	Total	410,000		434,969	
				FA	340,300		361,024	
				SA				
5309	CyRide	2435 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 954	Total	410,000		434,969	
				FA	340,300		361,024	
				SA				
5309	CyRide	2436 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00955	Total	410,000		434,969	
				FA	340,300		361,024	
				SA				
5309	CyRide	2437 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00956	Total	410,000		434,969	
				FA	340,300		361,024	
				SA				
5309	CyRide	2438 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00957	Total	410,000		434,969	
				FA	340,300		361,024	
				SA				

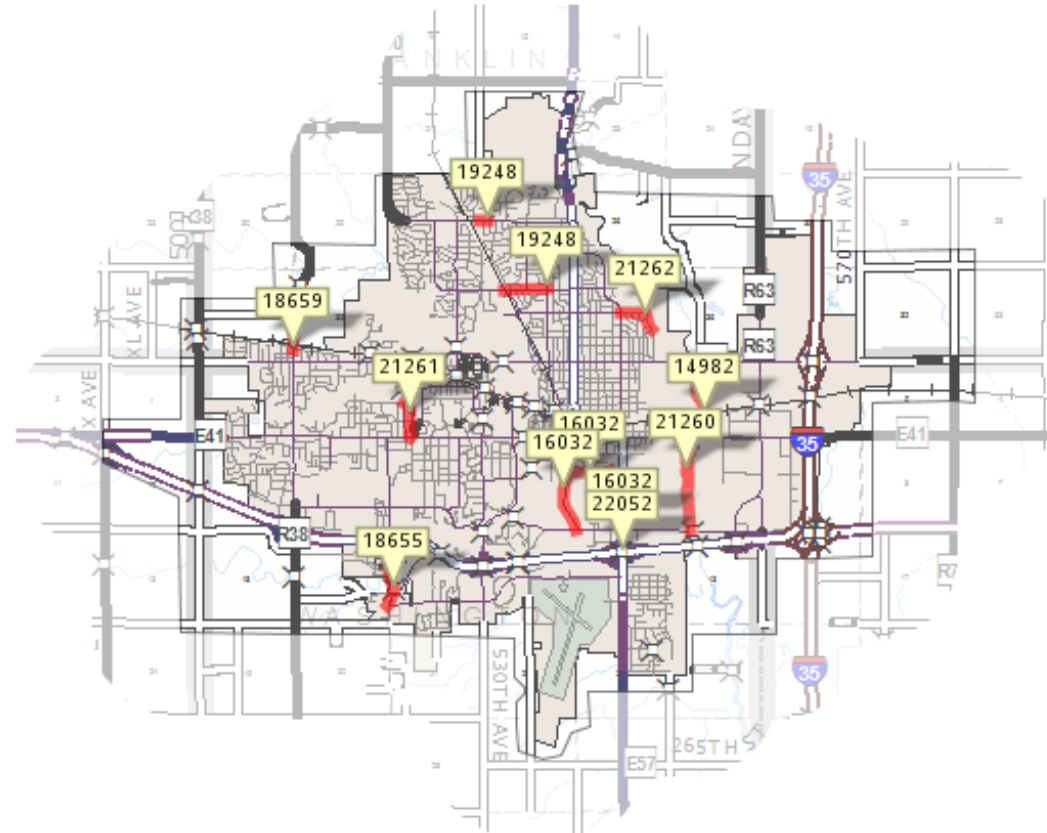
MPO-22 / AAMPO (64 Projects)

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY13	FY14	FY15	FY16
5309	CyRide	2439 Capital Replacement	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel Unit #: 00958	Total	410,000		434,969	
				FA	340,300		361,024	
				SA				
5309	CyRide	2440 Capital Expansion	Heavy Duty Articulated Bus VSS, Low Floor, BioDiesel	Total		700,000		
				FA		581,000		
				SA				
5309	CyRide	2441 Capital Expansion	Heavy Duty Articulated Bus VSS, Low Floor, BioDiesel	Total		700,000		
				FA		581,000		
				SA				
5309	CyRide	2442 Capital Expansion	Heavy Duty Articulated Bus VSS, Low Floor, BioDiesel	Total		700,000		
				FA		581,000		
				SA				
5309	CyRide	2443 Capital Expansion	Heavy Duty Articulated Bus VSS, Low Floor, BioDiesel	Total		700,000		
				FA		581,000		
				SA				
5309	CyRide	2444 Capital Expansion	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	2445 Capital Expansion	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	2446 Capital Expansion	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	2447 Capital Expansion	Heavy Duty Bus (40-42 ft.) VSS, Low Floor, BioDiesel	Total		422,300		
				FA		350,509		
				SA				
5309	CyRide	2448 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00334	Total			103,968	
				FA			86,293	
				SA				
5309	CyRide	2449 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00335	Total			103,968	
				FA			86,293	
				SA				
5309	CyRide	2450 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00336	Total			103,968	
				FA			86,293	
				SA				
5309	CyRide	2451 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00333	Total			103,968	
				FA			86,293	
				SA				
5309	CyRide	2452 Capital Replacement	Light Duty Bus (158" wb) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00337	Total			98,664	
				FA			81,891	
				SA				
5309	CyRide	2453 Capital Replacement	Light Duty Bus (158" wb) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00338	Total			98,664	
				FA			81,891	
				SA				

MPO-22 / AAMPO (64 Projects)

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY13	FY14	FY15	FY16
5309	CyRide	2454 Capital Replacement	Vehicle Surveillance Systems - 15 units	Total		120,000		
				FA		96,000		
				SA				
5309	CyRide	2455 Capital Replacement	Boilers	Total		70,000		
				FA		60,000		
				SA				
TIGER	CyRide	2456 Capital Expansion	Ames Intermodal Facility	Total	12,432,125			
				FA	10,005,000			
				SA				
STP, 5303	MPO-22	959 Planning Misc	MPO Transportation Planning	Total	38,125			
				FA	30,500			
				SA				

Appendix B: FY 2013 – 16 TIP Roadway Project Information



TPMS

Approval States

In Prep	Submitted	TIP Approved	DOT Approved	FHWA Approved	Authorized
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Feature Key

Earth	Gravel	Seal Coat	County Pavement	State Pavement	Divided Hwy
Water	City	Township	Railroad	Bridge	County Hwy
State Hwy	US Hwy				



AAMPO FY 2013 – 16 Transportation Improvement Program

TPMS #	18655	21261	19248	21262	9590	9589	14982	21260	16103	16032	18659	22052
Project Sponsor Government	City of Ames	City of Ames	City of Ames	City of Ames	City of Ames	City of Ames	City of Ames	City of Ames	AAMPO	City of Ames	City of Ames	DOT - District 1
Federal Funding Source	Surface Transportation Program	Surface Transportation Program	Surface Transportation Program	Surface Transportation Program	Surface Transportation Program	Surface Transportation Program	Transportation Enhancement Program	Transportation Enhancement Program	Metropolitan Planning	Illustrative Regional Project	Illustrative Regional Project	Primary Roads Funds
FFY	2013	X			X	X						
	2014		X		X	X	X		X		X	
	2015			X	X	X					X	
	2016				X	X	X	X		X	X	X
Route or Street Name	State Avenue	Sheldon Avenue	24 th Street and Bloomington Road	Meadowlane Avenue and East 20th Street	Area Wide	Area Wide	Skunk River Trail	Skunk River Trail	Area Wide	North Dakota Avenue	Grand Avenue	US 30
Termini	Oakwood Road to U.S. Highway 30	Lincoln Way to Hyland Avenue	UPRR tracks to Northwestern Avenue and Eisenhower Avenue to west 500 feet	Carr Drive to East 20th Street and Duff Avenue to Meadowlane Avenue	-	-	East Lincoln Way to South River Valley Park	Southeast 16th Street to East Lincoln Way	-	Toronto Street to 215 th Street	Coldwater Club House Entrance to Squaw Creek Drive; Includes S. 16 th and S. Duff Intersection	US 69 in Ames (EB)
Bridge Number	-	-	-	-	-	-	-	-	-	New	New	48710
Length in miles	0.72	0.4	0.54	0.5	-	-	0.94	1.0	-	0.36	1.1	-
Type of Work	Pavement Rehabilitation	Pavement Rehabilitation	Pavement Rehabilitation	Pavement Rehabilitation	Pavement Management System	Statewide Urban Design and Specification Manual (SUDAS)	Pedestrian / Bike Trail Grade and Pave	Ped/Bike Structures, Ped/Bike Miscellaneous	Transportation Planning	Grade Separation (Union Pacific Railroad)	Grade and Pave, Bridge Construction, and Intersection Improvements	Bridge Deck Overlay
Map Included	Yes	Yes	Yes	Yes	No	No	Yes	Yes	No	Yes	Yes	Yes
Total Estimated Cost	\$ 1,500,000	\$ 1,480,000	\$ 1,955,000	\$ 1,530,000	\$ 6,495	\$ 5,488	\$ 860,000	\$ 860,000	\$ 400,000	\$ 6,600,000	\$ 17,750,000	\$ 477,000
Federal Aid	\$ 1,062,000 STP	\$ 1,060,000 STP	\$ 1,062,000 STP	\$ 1,060,000 STP	\$ 5,249 STP	\$ 4,493 STP	\$ 160,000 STP	\$ 160,000 STP	\$ 320,000 STP	\$ 5,280,000 DEMO	\$ 14,200,000 DEMO	\$ -
Local Match	\$ 219,000 GO Bond	\$ 420,000 GO Bond	\$ 893,000 GO Bond	\$ 420,000 GO Bond	\$ 1,246	\$ 995	\$ 700,000 LOST	\$ 700,000 LOST	\$ 80,000 RUTF	\$ 1,320,000 GO Bond	\$ 3,550,000 GO Bond	\$ -
Other	\$ 219,000 SC	\$ -	\$ -	\$ 50,000 EUF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Program Key

- GO Bond General Obligation Bonds
- LOST Local Option Sales Tax
- EUF Electric Utility Fund
- RUTF Road Use Tax Fund
- SC Story County
- DEMO Demonstration Funds
- STP Surface Transportation Program

Appendix C: AAMPO Self Certification

**AMES AREA METROPOLITAN PLANNING ORGANIZATION
ANNUAL SELF-CERTIFICATION**

In accordance with 23 CFR 450.334, the STATE DEPARTMENT OF TRANSPORTATION and the Ames Area Metropolitan Planning Organization for the Ames, Iowa urbanized area(s) hereby certify that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

- (1) 23 U.S.C. 134, 49 U.S.C. Section 5303, and 23 CFR Part 450;
- (2) In nonattainment and maintenance areas, Sections 174 and 176(c) and (d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c) and (d) and 40 CFR 93);
- (3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
- (4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity;
- (5) Section 1101(b) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Pub. L. 109-59) regarding the involvement of Disadvantaged Business Enterprises in FHWA and FTA funded planning;
- (6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- (7) The provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and USDOT implementing regulation;
- (8) Older Americans Act, as amended (42 U.S.C. 6101);
- (9) 23 U.S.C. 324, regarding prohibition of discrimination based on gender; and
- (10) Section 504 of the Rehabilitation Act of 1973 and 49 CFR Part 27, regarding discrimination against individuals with disabilities.

For AAMPO:


Ann Campbell, Chair
Transportation Policy Committee

3/27/12
Date

***Appendix D: Transportation Policy Committee Meeting
Minutes***

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

JUNE 12, 2012

The regular meeting of the Ames City Council was called to order by Mayor Campbell at 7:00 p.m. on June 12, 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 Baker was also present.

CONSENT AGENDA: Moved by Davis, seconded by Szopinski, to approve the following items on the Consent Agenda:

1. Motion approving payment of claims
2. Motion approving Minutes of Special Meetings of May 15, 2012, and June 4, 2012, and Regular Meeting of May 22, 2012
3. Motion approving Report of Contract Change Orders for May 15-31, 2012
4. Motion approving certification of civil service applicants
5. Motion approving renewal of the following beer permits, wine permits, and liquor licenses:
 - a. Class E Liquor, C Beer, & B Wine – Kum & Go #200, 4510 Mortensen Road
 - b. Class E Liquor, C Beer, & B Wine – Kum & Go #214, 111 Duff Avenue
 - c. Class E Liquor, C Beer, & B Wine – Kum & Go #215, 4506 Lincoln Way
 - d. Class E Liquor, C Beer, & B Wine – Kum & Go #216, 203 Welch Avenue
 - e. Class E Liquor, C Beer, and B Wine – AJ's Liquor, 4518 Mortensen #109
 - f. Class E Liquor – MMDG Spirits, 126A Welch Avenue
 - g. Special Class C Liquor – Hickory Park, 1404 South Duff Avenue
6. RESOLUTION NO.12-279 approving reappointment of Harry Budd and Sherry Meier and appointment of Jane Acker to Library Board of Trustees
7. RESOLUTION NO. 12-280 adopting new and revised fees
8. RESOLUTION NO. 12-281 approving agreement with ICMA-RC to act as 457(b) plan administrator through June 30, 2017
9. RESOLUTION NO. 12-282 approving amendment to 28E Agreement to indicate that United Way of Story County is responsible for providing ASSET Administrative Services
10. RESOLUTION NO. 12-283 approving Engineering Services Agreement for 2010/11 Airport Improvements (West Apron Rehabilitation)
11. RESOLUTION NO. 12-284 approving Intermodal Facility Tenant Lease with Jefferson Partners, LP, d/b/a Jefferson Bus Lines
12. RESOLUTION NO. 12-285 accepting proposal from National Insurance Services for continuing current group life and long-term disability policies
13. RESOLUTION NO. 12-286 approving Contract for Safety and Training Services with Iowa Association of Municipal Utilities (IAMU)
14. Public Art Commission Membership:
 - a. RESOLUTION NO. 12-287 changing Steve Kawaler's appointment to 1 year
 - b. RESOLUTION NO. 12-288 reducing membership from 16 to 14
15. RESOLUTION NO. 12-289 authorizing funding source to purchase *Topographical Illusion II* artwork for Municipal Auditorium
16. RESOLUTION NO. 12-290 authorizing disposal of Police Department rifles
17. RESOLUTION NO. 12-291 awarding contract to DPC Industries, Inc., of Omaha, Nebraska, in the amount of \$.685/gallon for purchase of 2012/13 Liquid Sodium Hypochlorite for Water Treatment Plant and Power Plant
18. RESOLUTION NO. 12-292 awarding contract to Independent Salt Co., of Kanopolis, Kansas, for purchase of Rock Salt for 2012/13 Ice Control Program

19. RESOLUTION NO. 12-293 approving contract payment to American Professional Service Group, Inc., for yard waste services for Spring 2012 Yard Waste Free Day
20. RESOLUTION NO. 12-294 waiving formal bidding procedures and awarding contract extension to Quality One Commercial Cleaning, Inc., for custodial services for City Hall
21. RESOLUTION NO. 12-295 approving renewal of contract with W-S Industrial Services, Inc., of Council Bluffs, Iowa, in an amount not to exceed \$156,000 for Specialized Cleaning Services, including Grit Blasting, Hydro Blasting, Detonation Blasting, and Vac Truck Services for Power Plant
22. RESOLUTION NO. 12-296 approving renewal of contract with Biosolids Management Group, Inc., of Boone, Iowa, in an amount not to exceed \$1,000,000 for Power Plant Ash Hauling Services
23. RESOLUTION NO. 12-297 approving renewal of contract with Diamond Oil Company of Des Moines, Iowa, in an amount not to exceed \$1,137,500 for Electric Services Diesel Fuel Supply
24. RESOLUTION NO. 12-298 approving renewal of contract with Tri-City Electric Company of Iowa of Davenport, Iowa, in an amount not to exceed \$180,500 for Power Plant Breaker and Relay Maintenance
25. RESOLUTION NO. 12-299 approving contract extension with Electronic Engineering Company of Ames, Iowa, for 800MHz Trunked Radio Equipment, Pagers, and Related Equipment and Services for City departments
26. RESOLUTION NO. 12-300 approving preliminary plans and specifications for Maintenance Facility Energy Efficiency Projects; setting July 12, 2012, as bid due date and July 24, 2012, as date of public hearing
27. RESOLUTION NO. 12-301 approving preliminary plans and specifications for new Five-Year Well Rehabilitation Contract; setting July 11, 2012, as bid due date and July 24, 2012, as date of public hearing
28. RESOLUTION NO. 12-302 approving contract and bond for 2010/11 and 2011/12 Asphalt Resurfacing and Seal Coat Removal/Asphalt Reconstruction (22nd Street, 25th Street, 26th Street, Fletcher Boulevard, & Melrose Avenue)
29. RESOLUTION NO. 12-303 approving contract and bond for 2010/11 Airport Improvements (West Apron Rehabilitation)
30. RESOLUTION NO. 12-304 accepting completion of Power Plant Unit No. 8 Stack Repair Project
31. RESOLUTION NO. 12-305 accepting completion of Power Plant Unit No. 8 Air Heater Baskets Installation Project
32. RESOLUTION NO. 12-306 accepting completion of Water Treatment Plant Five-Year Well Rehabilitation Project
33. Water Pollution Control Facility Biosolids Disposal:
 - a. RESOLUTION NO. 12-307 accepting completion of contract for Year Two with Nutri-Ject Systems, Inc., of Hudson, Iowa
 - b. RESOLUTION NO. 12-308 awarding contract in the amount of \$48,974.66 to Nutri-Ject Systems, Inc., of Hudson, Iowa, for Year Three of three-year agreement
34. RESOLUTION NO. 12-309 approving Plat of Survey for 820 Miller Avenue
Roll Call Vote: 6-0. Resolutions declared adopted unanimously, signed by the Mayor, and hereby made a portion of these minutes.

PUBLIC FORUM: Holly Fuchs, 806 Brookridge Avenue, Ames, commended the Public Works Department for the job done on extension of sidewalks on Main Street near HyVee Drug Store.

ENCROACHMENT PERMIT FOR 217-219 MAIN STREET: Moved by Davis, seconded by Wacha, to approve an Encroachment Permit for awnings at Emerhoff's, 217-219 Main Street. Vote on Motion: 6-0. Motion declared carried unanimously.

NEW CLASS B NATIVE WINE PERMIT FOR 1118 SOUTH DUFF AVENUE: Moved by Davis, seconded by Goodman, to approve a new Class B Native Wine Permit for Swift Stop #4, 1118 South Duff Avenue. Vote on Motion: 6-0. Motion declared carried unanimously.

5-DAY CLASS C LIQUOR LICENSE FOR DUBLIN BAY: Moved by Davis, seconded by Larson, to approve a 5-Day Class C Liquor License for Dublin Bay at CPMI Event Center, 2321 North Loop Drive. Vote on Motion: 6-0. Motion declared carried unanimously.

5-DAY CLASS C LIQUOR LICENSE FOR OLDE MAIN BREWING: Moved by Davis, seconded by Larson, to approve a 5-day Class C Liquor License for Olde Main Brewing at ISU Alumni Center, 420 Beach Avenue. Vote on Motion: 6-0. Motion declared carried unanimously.

CLASS C LIQUOR & B WINE PERMIT FOR DELI VITI: Moved by Goodman, seconded by Wacha, to approve a new Class C Liquor and B Wine Permit for Deli Viti, 323 Main Street, #102. Vote on Motion: 6-0. Motion declared carried unanimously.

CLASS C LIQUOR LICENSE FOR CHARLIE YOKE'S: Moved by Goodman, seconded by Davis, to approve a new Class C Liquor License for Charlie Yoke's 2428 Lincoln Way. Vote on Motion: 6-0. Motion declared carried unanimously.

NEIGHBORHOOD ART ACQUISITION PROGRAM SCULPTURE SELECTIONS: Art Baumgartner, representing the Public Art Commission Neighborhood Sculpture Committee, said that they were recommending that the City purchase two sculptures for the Neighborhood Art Program. He advised that, during the 2011/12 exhibition year, "Just Between Thieves" by Jaak Kindberg of Greenwood, Arkansas, was displayed at the northeast corner of Fifth Street and Clark Avenue. It is proposed that this sculpture be purchased for \$3,200 and be placed in the front yard of Fire Station No. 2 on Welch Avenue. The application for placement of this sculpture came from Anne Taylor, a Campustown merchant. During the 2011/12 exhibition year, "Dire Enticement" by Beth Nybeck of Kansas City, Missouri, was displayed at the southeast corner of Main Street and Clark Avenue. It is proposed that this sculpture be purchased for \$6,000 and be placed in Duff Park. This neighborhood park is located at the southwest corner of Duff Avenue and 14th Street. Placement at this location was initiated by the Public Art Commission itself. Since Neighborhood Art placements have previously been well-received at a number of other neighborhood parks, this placement also received support from Parks and Recreation Department staff.

Council Member Orazem asked how people could apply if they were interested in having a sculpture in their neighborhood. Mr. Baumgartner replied that they could contact Patti Cotter or him through the City's Public Art Commission to receive an application. Ms. Cotter added that applications are available on-line via the City's web site.

Moved by Goodman, seconded by Szopinski, to adopt RESOLUTION NO. 12-310 approving purchase of 2011/12 Neighborhood Art Acquisition Program sculpture selections.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these minutes.

MIDNIGHT MADNESS ON JULY 14, 2012: Moved by Davis, seconded by Larson, to adopt/approve the following:

- a. RESOLUTION NO. 12-311 approving closure of certain streets and parking lots on July 14 and 15, 2012
- b. RESOLUTION NO. 12-312 approving suspension of parking regulations and enforcement from 6:00 p.m. to 11:00 p.m.
- c. Motion approving 5-day Class B Beer Permit and Outdoor Service Area in City Hall Parking Lot N
- d. Motion approving tapping of up to seven kegs at once during post-race party with a maximum of 20 kegs total during the evening

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

FLOOD ACTIONS AND UPDATE: Assistant City Manager Bob Kindred reminded the Council that, following the 2010 intense rainfalls and damaging flooding, it had established a goal to mitigate both river flooding and localized flooding in the community. A process to determine how best to achieve that goal has been initiated with collaboration from the public, involvement of other affected jurisdictions, and professional expertise.

Mr. Kindred summarized actions taken since the Flood of 1993 to mitigate damage, which included coordination with Iowa State University (ISU), Story County, and the Iowa Department of Transportation (IDOT). The Iowa Flood Center (IFC) was formed in 2008 and began mapping in 2011; its planned completion is this month. Detailed flood plain mapping of College Creek and Worle Creek is being funded by the Iowa Department of Natural Resources. Work commenced last December and should be completed by this August. The Squaw Creek Basin road-flooding forecasting system is a project being conducted by the IFC through a \$350,000 funding grant from the Iowa Highway Research Board and IDNR. Work began in late 2011. It will provide a much more accurate potential flooding prediction at each roadway crossing. Mr. Kindred reported that the creation of the Squaw Creek Watershed Authority was on this meeting agenda. It will be comprised of members of 12 City Councils/Boards. According to Mr. Kindred, the Ames City Assessor's 2012/13 Budget includes an update to the detailed aerial mapping of Ames; that input is necessary for implementation of the local flood study. A pilot citizen focus group was formed and met on April 18, 2012, to coordinate additional public input meetings with the flood study consultant. A Request for Qualifications pertaining to a Comprehensive Flood Study was issued on April 6 with proposals due April 27, 2012. Eight proposals were received and evaluated. Finalists were interviewed from May 23 - 30, 2012. Contract negotiations are currently being held. Council consideration of a contract and award is tentatively scheduled for June 26, 2012.

It was clarified by Mr. Kindred that the information was being provided to the City Council for its information only; no action was being requested.

SQUAW CREEK WATERSHED MANAGEMENT AUTHORITY: Assistant City Manager Kindred explained that House File 2459 established a State Watershed Planning Advisory

Council and directed state agencies to seek funding to plan and implement a watershed demonstration pilot, and outlined the process for creation of Watershed Management Authorities using 28E intergovernmental agreements. Those Authorities are intended to reduce flood risk and improve water quality, monitor federal flood risk planning and activities, and educate residents of the watershed regarding flood risks and water quality. In response to an announcement by the Iowa Department of Natural Resources, Story County submitted an application for grant funding to establish a Watershed Management Authority (WMA) for the Squaw Creek basin. In November, 2011, Story County was awarded a \$25,060 Watershed Management Authority Phase 1 Contract for this purpose.

Mr. Kindred advised that the Squaw Creek basin includes portions of Story, Boone, Hamilton and Webster Counties and the Cities of Ames, Gilbert, Stratford, and Stanhope. Those eight entities, as well as the Soil and Water Conservation Districts for all four Counties, are eligible to join together and create a Squaw Creek Watershed Management Authority.

It was reported by Mr. Kindred that Watershed Management Authorities are organized by natural watersheds, rather than by the man-made lines that normally de-mark city and county boundaries. They present an opportunity for all affected governments to specifically cooperate and coordinate efforts that affect each other within the specific rainfall basin. While WMAs are used extensively in Minnesota and Wisconsin, none presently exist in Iowa. The creation of a WMA in one of Ames' watersheds will provide an opportunity for the City to partner with other jurisdictions whose citizens and land use decisions directly affect potential flooding along Squaw Creek. It is also an opportunity to work with these other cities, counties, and districts to cooperatively plan and encourage watershed improvements to mitigate flooding in Ames and improve the water quality in Squaw Creek.

Mr. Kindred brought the Council's attention to the key aspects of how the WMA will function. He said that the 28E intergovernmental agreement is concurrently being presented to all 12 City Councils and Boards for approval. All who choose to participate will become charter members of the Squaw Creek Watershed Coalition, which will hold its first organizational meeting on June 21.

Moved by Goodman, seconded by Szopinski, to adopt RESOLUTION NO. 12-313 approving the 28E Agreement creating the Squaw Creek Watershed Management Authority (WMA). Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these minutes.

Moved by Goodman, seconded by Szopinski, to designate the Mayor and Assistant City Manager as Representative and Alternate Representative, respectively, to WMA's Board of Directors. Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these minutes.

DISCUSSION OF TAX ABATEMENT CRITERIA FOR DEERY BROTHERS: City Manager Steve Schainker reminded the Council that, in accordance with its latest directive, the City Council was to bring back the previous staff report from the April 10, 2012, meeting, which addressed the request to provide a tax abatement incentive for the three lots that the Deery Brothers hope to develop along S.E. 16th Street. Mr. Schainker reiterated that the staff report provided a possible urban revitalization policy for properties along S.E. 16th Street between S.

Duff and S. Dayton Road and offered eligibility criteria that the City Council members could utilize to determine whether or not to process requests for a tax abatement incentive in that area. City Manager Schainker emphasized that once the Council determines that the eligibility criteria have been met, there is more work to be done on the part of the developer and City Council. After the application is processed, a plan has been developed, and a public hearing is held, the Council would then approve a specific economic development area for each plan. In establishing “performance” criteria, City Manager Schainker cautioned that the Council should understand that, once the plan and the urban revitalization area have been approved, it would not be possible to eliminate the tax abatement incentive, even if the desired performance had not been met. Mr. Schainker pointed out that the Council had different strategies to ensure the performance criteria are met. He explained each, as follows::

1. Make sure that the required action was accomplished prior to the public hearing on the plan.
2. Develop a separate Developer’s Agreement that would require the developer to pay back to the City the value of the property tax abatement received should the performance requirements not be met.
3. Approve the plan and the definition of the economic development area, but delay the third reading of the ordinance until the performance requirements have been met.
4. Make sure to establish only performance criteria that can be verified prior to approving a plan.

Council Member Wacha explained that he had received numerous emails from citizens since the last meeting. He stated that he had not responded to those emails purposely because he realized that he had not understood what many of the other Council members were trying to do at the last meeting. Mr. Wacha said he had had discussions with each of the other Council members, individually, and had drafted a proposal, with the assistance of the City Manager, that he would be comfortable supporting. Mr. Wacha reviewed the qualifying criteria that he was suggesting be included in establishing an Urban Revitalization Area Policy for Southeast 16th Street.

Pertaining to Criterion 5, City Manager Schainker stated that the City Council might want to consider other exceptions from the list of uses currently permitted in the Highway-Oriented Commercial Zoning District.

Pertaining to the criterion referring to the result in “no rise” to the Base Flood Elevation, Council Member Goodman asked if the elevation was measured from the property before grading began or “no rise” after fill dirt was brought in. Planning and Housing Department Director Steve Osguthorpe advised that it would be measured from the base flood elevation as determined by FEMA, which has already been established.

Discussion ensued among the Council members on the qualifying criteria being proposed by Council Member Wacha.

Council Member Szopinski advised that she would not be supporting tax abatement for the Deery Brothers because she believes there are other options, e.g., Developer’s Agreements, zoning overlays. Ms. Szopinski explained that she did not believe the City should encourage building in the flood plain nor did she believe that the City should discourage it. Council

Member Larson contended that if overlays were put on top of the already restrictive zoning regulations, it would pretty much guarantee that no one would ever develop there.

Council Member Orazem inquired how developer's agreements would provide protection for the City regarding performance of the criteria. Mr. Schainker explained that the developer's agreement would require the developer to pay the City the cost of the abatement should they fail to perform as agreed. He also stated that the Council had not yet decided whether the "promise" should be secured by a Letter of Credit.

Council Member Wacha explained that he believed that the City should take advantage of an opportunity to encourage a slight decrease in the flooding risk while benefitting the City with economic development in an area that had been idle for some time. He pointed out that the criteria he suggested were strict.

Larry Reinsch, 317 Mathews Drive, Gilbert, described himself as a "loyal Jeep owner and Jeep historian." He spoke in favor of the City offering tax abatement to the Deery Brothers. Realizing that there is some risk, he asked the City Council to look at the gains that would come to Ames: creation of jobs, sales tax, and help to other businesses when Deery Brothers' customers buy goods from other retailers in the community. Mr. Reinsch emphasized that after three years, Ames would receive 100% of the property taxes in addition to the gains he previously mentioned. He stated that he did not know any of the Deerys personally, but had done research on Deery dealerships established in other communities. Each one had been very pleased with the Deery Brothers' dealerships. Mr. Reinsch pointed out that the company is an Iowa-based company selling American-made products. He respectfully asked the Council to do what it could do to bring a Jeep dealership to Ames and implored the Council not to make it too difficult for the Deery Brothers to build a dealership in Ames. According to Mr. Reinsch, Jeep out-sold GMC during the last year, and Ames would be losing out on a lot of property tax and sales tax monies to other cities if the Deerys built in another city.

Erv Klaas, 1405 Grand, Ames, discouraged the Council from allowing building in the flood plain and from channelizing the River. He told the Council what happens when rivers are channelized. According to Mr. Klaas, there are a lot of questions for which no one knows the answers. Referring to the recommendations that he had presented to the City Council in 2000, and which the Council did not adopt, Mr. Klaas urged the Council not to continue "to make mistakes." Council Member Wacha noted that he was relying on the Iowa Department of Natural Resources that channelizing/straightening the River is environmentally safe and beneficial for flood mitigation. Using his proposed Urban Revitalization Policy for Southeast 16th Street, there would be a requirement that the conditions that allowed the determination of "no rise" be maintained by the property owner. A developer's agreement would be required to ensure that the City will be repaid an amount equal to the tax abatement received if any of the criteria were not met.

Mr. Wacha pointed out that he had not been a proponent of abating retail in the past; however, he believes that taking advantage of the opportunity being presented at this time is worth the risk.

Council Member Orazem noted that this opportunity provides the potential of developing in an area where the City had invested millions of dollars to make it desirable for development. He, however, was not basing his decision on that; he found the value in the flood mitigation efforts.

Council Member Goodman said that the market should decide whether the City needs a Jeep dealership.

Moved by Larson, seconded by Orazem, to approve a proposed policy for establishing Urban Revitalization Areas and Plans on Southeast 16th Street, as described in the qualifying criteria contained in the attachment presented by Tom Wacha at this meeting and the associated map, which was labeled as Attachment B.

Council Member Goodman asked if the policy could include a statement to include any other uses identified and approved by the City Council. City Attorney Marek advised that that would be allowable. Council Member Larson cited his opinion that that might be too broad, and he preferred to leave his motion as he had stated it.

Council Member Orazem asked if the upper limit on the amount of tax abatement would be limited to site preparation and not to the actual construction of the building. City Attorney Marek explained how the amount of abatement would be determined. City Manager Schainker clarified that the abatement had nothing to do with the cost of the fill dirt or widening; that might be a performance indicator if prescribed by the City Council. The amount of the abatement will be determined by the City Assessor and will be based on the assessed value of the improvement.

Mr. Schainker explained the next steps to create an Urban Revitalization Area and Plans for properties on Southeast 16th Street.

Roll Call Vote: 4-2. Voting aye: Davis, Larson, Orazem, Wacha. Voting nay: Goodman, Szopinski. Resolution declared carried and made a part of these Minutes.

EMERGENCY RESPONSE TIMES: Project Coordinator Brian Phillips recalled that after the April 24, 2012, presentation by staff of a report on the topic of emergency response times, the Council requested that the emergency response time issue be revisited and that other cities be surveyed to determine how they are addressing this issue. Several policy questions needing to be addressed by the City Council were explained by Mr. Phillips.

1. Who should adopt the response time goal? Staff recommended that the Fire Department track emergency response times as one of its many “performance measures” that are provided to the City Council to consider.
2. What response time should be measured? Staff believed that a measurement of 85% of calls within a five-minute travel time would be in the middle of the range for other comparable cities that were surveyed and should be used as a performance measure. Staff also believed that it might be possible to have a different, longer response time performance measure for industrial areas, depending on how the area ultimately builds out.
3. How should response time be measured? Staff believes it would be advisable to measure response times based on actual calls. In order to avoid aberrations that might occur from year to year, a rolling five-year period should be used to accomplish this measurement. GIS tools allow staff to analyze response time patterns from existing developed areas in the City and project that information onto undeveloped areas that are being considered for annexation to better project anticipated response times from new areas.

4. Should there be a separate response time measure for fire and medical assist calls? Since Mary Greeley Medical Center is the primary provider of ambulance service in the community, staff believes the City should work with them to establish an appropriate medical response time measure as well as develop cost-effective options for achieving the performance expectation.
5. What City Council Decisions can help the City better meet the response time performance measure? The Council could consider three strategies to help the City provide improved emergency service delivery:
 - a. When making LUPP and zoning decisions, the City Council could give more consideration to locating high density residential and assisted living/retirement communities closer to the urban core.
 - b. The City Council could require more stringent fire protection requirements related to sprinklers, smoke detectors, construction standards.
 - c. The City could provide programs to place defibrillators in public places and enhance efforts to provide bystander first aid and CPR training.

City Manager Schainker said that if the Council agrees with the staff recommendations, a motion would need to be made to do the following:

1. Rather than the City Council formally adopting an emergency response time goal for the community, the Fire Department will continue to monitor response times as part of their departmental effectiveness measures. This departmental measure will be based on 85% of the actual calls responded to within five minutes.
2. While currently there is only one response time measure for both fire and medical incidents, there is an expectation that the City staff will continue discussions with representatives from Mary Greeley Medical Center that might result in a different response time measure for medical responses and new techniques for providing emergency medical service in the City.
3. While currently there is only one emergency response time measure for all parts of the City, there is an expectation that City staff will continue to analyze this issue and it might be possible to establish a different response time measure for the industrial area to the east.
4. For purposes of obtaining information regarding the possible impact of future land use decisions, the City Council will review GIS modeling projections regarding projected response times to the new areas.

Moved by Davis, seconded by Szopinski, to approve the recommendations as presented by staff. Vote on Motion: 6-0. Motion declared carried unanimously.

The meeting recessed at 8:44 p.m. and reconvened at 8:50 p.m.

AMCOR RIGID PLASTICS USA, INC.: Ron Hallenbeck, representing the Ames Economic Development Commission, advised that AMCOR purchased the Ball Plastics plant over a year ago. The project, with an investment of over \$25 million, will allow for expansion and

modernization of the plant on the north side. The Iowa Economic Development Authority will review AMCOR's application for assistance later this month. City Manager Schainker stated that the City Council is being asked to adopt a resolution supporting the submittal of an application from AMCO requesting assistance from IEDA as well as committing to the local match to be provided in the form of a forgivable loan in the amount of \$35,000. The local match would come through \$17,500 from the City's available balance in the Economic Development Fund and \$17,500 from the Ames Economic Development Commission.

City Manager Schainker described the matrices used to critique the applications.

Moved by Davis, seconded by Larson, to adopt RESOLUTION NO. 12-314 endorsing the Iowa Economic Development Authority application for financial assistance for AMCOR Rigid Plastics USA, Inc., with local match in the form of a forgivable loan.

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

SOLUM, INC.: Mr. Hallenbeck advised that Solum would be a new company to Ames. It is a Mountain View, California-based agricultural technology company that has developed advanced measurement systems for soil sample analysis. It is looking at leasing a building on South Bell Avenue and hopes to begin operations in July 2012. Twenty-five (25) high-paying full-time jobs would be created. Total investment is expected to be \$16.14 million, including a \$100,000 forgivable loan from IEDA as well as other state tax credits and incentives projected to total an additional \$158,000. IEDA will review Solum's application for assistance later this month. The local match would be a \$40,000 forgivable loan to be funded with \$20,000 from the City and \$20,000 from the Ames Economic Development Commission.

Moved by Goodman, seconded by Davis, to adopt RESOLUTION NO. 12-315 endorsing the Iowa Economic Development Authority application for financial assistance for Solum, Inc., with local match in the form of a forgivable loan.

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

UNITED SUPPLIERS, INC.: Mr. Hallenbeck advised that United Suppliers is an existing business hoping to expand its offices in Ames and move 15 employees from the Eldora offices to Ames. Thirty-five (35) new jobs will be added in the next five years with the Ames office becoming the corporate headquarters. Total investment expected for the project is over \$1.975 million. Since the project is a relocation of a company within the state of Iowa, there is no assistance expected from the Iowa Economic Development Authority. The City is asked to provide \$50,000 with \$25,000 coming from the Ames Economic Development Commission.

It was stated by Mr. Hallenbeck that the company will also be applying for Industrial Property Tax Abatement under the existing City program.

Mr. Hallenbeck introduced Brad Oelman, the CEO for United Suppliers. Mr. Oelman explained that his company is a wholesale ag distributor of crop nutrients and crop protection products. It is owned by 770 ag retail details in 21 states throughout Central United States. Mr. Oelman expressed that the company is excited about its move to Ames, which is a larger community that will allow it to attract the type of talent needed to continue future growth.

Moved by Davis, seconded by Larson, to adopt RESOLUTION NO. 12-316 providing authorization to negotiate a City of Ames and Ames Economic Development Commission Economic Development Agreement with United Suppliers, Inc., with local assistance in the form of a forgivable loan.

Council Member Goodman stated his preference that companies not apply for tax abatement in addition to a forgivable loan.

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

UPDATE ON HAZARD MITIGATION GRANT PROGRAM (HMGP) PROJECT: Municipal Engineer Tracy Warner stated that FEMA had indicated that an additional four (4) projects of the original 11 submittal did not qualify for funding, which meant that a total of nine out of the eleven (11) projects were not eligible for grant funding. The City's Notices of Interest for those nine projects must be withdrawn. City Manager Schainker advised that the City Council needs to determine if the City should proceed with any of the projects that will not receive federal funding. Ms. Warner stated that the two projects that are still eligible for FEMA funding are: (1) Northridge Parkway and (2) Stuart Smith Park Bank Armoring.

According to Ms. Warner from information sent by FEMA, the City needs to demonstrate more than one event occurring. FEMA considers frequency of the impact. Extensive documentation is needed to be filed by residents, which is not coming through. Additional information is being garnered pertaining to Northridge Parkway; however, the City does have enough information to move forward with the Stuart Smith Park Bank Armoring project. Ms. Warner also noted that the City will need to prioritize the bond issue with the Capital Improvements Plan (CIP) for the Flood Response Program pertaining to the projects that are being withdrawn. City Manager Schainker recalled that local match had been included in the CIP. A decision on whether or not to issue the bonds needs to be made quickly as the Finance Director is beginning the process to issue the bonds.

Noting that only two (2) of the 11 projects submitted ended up being considered, Council Member Goodman stated that he did not see any value in seeking FEMA funds in the future. He noted his frustration over the amount of staff time that had been "wasted" by being so committed to preparing the applications for consideration under FEMA's Hazard Mitigation Grant Program. Mr. Goodman wanted staff to document the experience, so that future Council's can benefit from that information to make reasonable choices.

Moved by Goodman, seconded by Wacha, to designate the Municipal Engineer Tracy Warner as Authorized Representative for Stuart Smith Park Bank Stabilization project.

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

Moved by Goodman, seconded by Wacha, to adopt RESOLUTION NO. 12-317 approving local match funding up to \$120,000 for Stuart Smith Park Bank Stabilization project.

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

LEASE TO YOUTH & SHELTER SERVICES FOR PARKING LOT P: Public Works Director John Joiner explained the two issues that remain for Council consideration regarding the Lease

were the establishment of the monthly rental fee and determination of who should be responsible for routine maintenance of the lot.

Moved by Szopinski, seconded by Orazem, to direct the City Attorney to create a new lease agreement with Youth and Shelter Services for exclusive use of Municipal Lot P expiring June 30, 2017, at a rate of \$20/space/month, and maintain all other provisions of the current Agreement and adopt RESOLUTION NO. 12-318 setting the date of public hearing for July 24, 2012.

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

SOUTHEAST ENTRYWAY PROJECT: Civil Engineer II Eric Cowles informed the Council that the City was successful in receiving grant funds for a portion of this project.

Moved by Davis, seconded by Goodman, to adopt RESOLUTION NO. 12-319 approving the Iowa Department of Transportation Planting Grant Agreement.

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

Moved by Davis, seconded by Goodman, to adopt RESOLUTION NO. 12-320 approving final plans and specifications and awarding a contract to Truelsen Blumenthal, LLC, of Grimes, Iowa, in the amount of \$343,416.

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

HEARING ON UNIT NO. 7 STACK REPAIR PROJECT: Mayor Campbell opened the public hearing. No one came forward to speak, and the Mayor closed the hearing.

Moved by Davis, seconded by Wacha, to adopt RESOLUTION NO. 12-321 approving final plans and specifications and awarding a contract to NAES Power Contractors of Cranberry Township, Pennsylvania, in the amount of \$227,354.00.

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

HEARING ON BROOKSIDE PARK - EAST SIDE IMPROVEMENTS: Parks and Recreation Director Nancy Carroll advised that the Fiscal Year 2012/13 Budget and Capital Improvements Plan includes a total of \$507,500 from Local Option Sales Tax funding to replace Brookside Park's four tennis courts with lights, to replace the east concrete steps adjacent Brookridge Avenue, to replace the walkway leading from Brookridge Avenue west into Brookside Park, and to repair and rebuild the west limestone walls. According to Ms. Carroll, the City went out for bids on the project, listing the lighting as an alternate. One bid was received, which exceeded the approved budget by \$150,300 (with lights). The lighting was included in the bid document as an alternate.

Ms. Carroll provided the history of the Brookside Tennis Courts. In 1997, the City Council had redirected \$100,000 in City funding that would have been used to reconstruct the tennis courts at Brookside Park to partner with the Ames Community School District and the Friends of Ames Tennis and construct a new eight-court facility at Ames High School. The School District donated the land and \$50,900. The Friends group privately fund-raised \$207,000. The School

District agreed to pay the City \$2,500 annually for a period of ten years to help pay for the ongoing maintenance costs of the tennis courts at Brookside. At that time, the City Council decided that the four courts at Brookside would be maintained at a “recreational level” until the City made a final decision regarding the future existence of the courts.

The Council was told that a letter was mailed to over 300 households inviting them to a meeting concerning the Brookside Park tennis courts and renovations. According to Ms. Carroll, 11 residents attended that meeting and voiced support for four tennis courts with lights to be rebuilt at the site. Staff also asked those 11 people for their input in light of the significant budget shortfall. Seven persons provided feedback, which Ms. Carroll summarized.

Ms. Carroll stated that staff was suggesting that a recommendation regarding funding for lighting the tennis courts be solicited from the Parks and Recreation Commission. There are limited resources, and it would be beneficial for the City Council to know where the Commission values and prioritizes the lighting in relation to other Parks and Recreation CIP options. It was also being recommended that \$53,000 in savings realized in the development of Northridge Heights Park (due to fill dirt savings) be redirected to this project.

The public hearing was opened by the Mayor.

Holly Fuchs, 806 Brookridge Avenue, Ames, distributed a letter to the Council that she had written. She advised that it had been 15 years since she began speaking in favor of reconstructing the Brookside Park Tennis Courts with improved drainage and lighting. She asked the Council to approve the alternative that would reconstruct Brookside Park tennis courts, add improved lighting, and replace and rebuild the east limestone walls and stairway.

Annette O’Conner, 816 Brookridge Avenue, Ames, asked for clarification of the alternatives available to the City Council. She found Alternatives 2 and 3 as the most attractive; her family really supports the idea of having lights. Ms. O’Conner said that she found Alternative 4 totally unacceptable.

There was no one else wishing to speak, and the hearing was closed.

Moved by Goodman, seconded by Orazem, to adopt RESOLUTION NO. 12-322 accepting the report of bids for the 2011/12 Asphalt Pavement Improvements Program (Abraham Drive and Todd Circle); approving final plans and specifications, and awarding a contract to Manatt’s of Ames, Iowa, in the amount of \$484,000.00.

It was clarified that the alternative will result in a total cost for construction, engineering, and contingency of \$560,800. In order to finance that alternative, the additional \$53,300 would be reallocated from the Park Land Acquisition and Development Fund from savings realized from the Northridge Heights Park project.

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

HEARING ON 2011/12 ASPHALT PAVEMENT IMPROVEMENTS PROJECT (ABRAHAM DRIVE AND TODD CIRCLE): The Mayor opened the public hearing and closed same after no one came forward to speak.

Moved by Davis, seconded by Orazem, to adopt RESOLUTION NO. 12-323 approving final plans and specifications and awarding a contract to Manatt's of Ames, Iowa, in the amount of \$210,231.93.

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

HEARING ON VET MED SUBSTATION CAPACITOR BANK FOUNDATION INSTALLATION: The public hearing was opened by Mayor Campbell. No one asked to speak, and the hearing was closed.

Moved by Wacha, seconded by Larson, to accept the report of no bids.

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

Moved by Wacha, seconded by Larson, to direct staff to rebid the project.

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

Moved by Wacha, seconded by Larson, to adopt RESOLUTION NO. 12-324 approving preliminary plans and specifications; setting June 27, 2012, as bid due date and July 10, 2012, as date of public hearing.

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

HEARING ON ZONING ORDINANCE TEXT AMENDMENT TO ADOPT ALTERNATIVE LANDSCAPING STANDARDS FOR AUTO AND MARINE CRAFT TRADE USES (Continued from May 8, 2012, and May 22, 2012): Planning and Housing Director Steve

Osguthorpe recalled that the Council had continued the discussion on the alternative landscaping provisions in order for staff to prepare a hypothetical site plan showing how an auto dealership site would be landscaped under the current *Code* requirements versus the proposed alternative standards and to contact the remaining auto dealerships in Ames to receive feedback on the proposed ordinance.

According to Mr. Osguthorpe representatives from local auto dealerships were invited to a meeting to explain the proposed amendments and provide feedback. Amescars.Com Incorporated; Wilson Auto Group, Inc.; George White Chevrolet; Lithia HDM Inc.; Quality Motors of Ames Ltd.; and Willey, Inc., were notified of the meeting. Danny and Denny Wilson (Wilson Auto Group) and Doug Livy (Quality Motors) attended. The Wilsons expressed their support for the amendments because they offered added flexibility. Mr. Livy stated that he also liked the flexibility component of the proposed amendments. Staff has received no negative feedback on the proposed standards.

Mr. Osguthorpe showed the Council hypothetical site plans showing landscaping under both the existing and proposed alternative standards.

It was emphasized by Director Osguthorpe that the proposed standards would not replace or change current standards, but were an optional alternative to current standards.

The Mayor continued the hearing. She closed same after no one requested to speak.

Council Member Goodman asked questions about security lighting. Mr. Osguthorpe stated that the recommended alternative included more restrictive lighting.

Moved by Davis, seconded by Wacha, to pass on first reading an ordinance making a Zoning Ordinance text amendment to adopt alternative landscaping standards for auto and marine craft trade uses.

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

NOXIOUS WEEDS ORDINANCE: Moved by Goodman, seconded by Larson, to pass on second reading an ordinance incorporating *Iowa Code* Section 317.1A, defining noxious weeds, into the *Municipal Code* and declaring noxious weeds as a public nuisance enforceable as a municipal infraction.

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

Moved by Wacha, seconded by Larson, to suspend the rules necessary for the adoption of an ordinance.

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

Moved by Larson, seconded by Orazem, to pass on third reading and adopt ORDINANCE NO. 4114 incorporating *Iowa Code* Section 317.1A, defining noxious weeds, into *Municipal Code* and declaring noxious weeds as a public nuisance enforceable as a municipal infraction.

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

REZONING PROPERTY LOCATED AT 3799 CEDAR LANE: Moved by Davis, seconded by Larson, to pass on third reading and adopt ORDINANCE NO. 4115 rezoning property located at 3799 Cedar Lane from Planned Residence District (F-PRD) to Government/Airport (S-GA).

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

ORDINANCE TO ADD AN EXCEPTION FOR STRIPING OF PARKING SPACES DESIGNATED FOR OUTDOOR DISPLAY OF VEHICLES FOR SALE OR LEASE:

Moved by Davis, seconded by Goodman, to pass on third reading and adopt ORDINANCE NO. 4116 to add an exception for striping of parking spaces designated for outdoor display of vehicles for sale or lease.

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

ORDINANCE TO ADOPT PROVISIONS FOR INTEGRATED SITE PLAN SUBDIVISIONS: Moved by Goodman, seconded by Davis, to pass on third reading and adopt ORDINANCE NO. 4117 to adopt provisions for integrated site plan subdivisions.

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

ORDINANCE ESTABLISHING PARKING REGULATIONS FOR TIMBER RIDGE DRIVE: Moved by Goodman, seconded by Davis, to pass on third reading and adopt ORDINANCE NO. 4118 establishing parking regulations for Timber Ridge Drive.

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

COUNCIL COMMENTS: Moved by Wacha, seconded by Goodman, to refer to staff the letter from Mid-Iowa Community Action to adjust ASSET funding levels between Emergency Food and Family Development programs.

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

Moved by Wacha, seconded by Szopinski, to refer to staff the letter from The Arc to transfer monies from the respite retreats program to the Active Lifestyles program.

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

Moved by Davis, seconded by Goodman, to refer to staff the letter from Kurt Friedrich dated June 7, 2012, requesting for an extension of time on the Development Agreement for 605 and 619-719 East Lincoln Way relating to the requirement to pave a drive aisle and provide additional parking.

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

Moved by Goodman, seconded by Szopinski, to refer to staff an email dated June 1, 2012, from Jim Hennager, new owner of an arts and craft store on Main Street, requesting cigarette butt disposal receptacles in the mini park area near 136 Main.

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

Moved by Larson, seconded by Goodman, to refer to staff the letter from Heartland Senior Services for supplemental funding for Fiscal Year 2012.

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

Moved by Szopinski, seconded by Orazem, to refer to staff the letter from LaMacchia Group, on behalf of the Greater Iowa Credit Union, dated May 23, 2012, requesting for vacation of an alley lying north of Lot 7, Block 2, of College Park Addition.

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

ADJOURNMENT: Moved by Davis to adjourn the meeting at 10:17 p.m.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input checked="" type="checkbox"/>	1 st – 15 th
	<input type="checkbox"/>	16 th – end of month
Month and year:	June 2012	
For City Council date:	June 26, 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
Public Works	2008/09 Arterial Street Pavement Improvement (N. Dakota Ave.)	4A	\$1,355,004.18	Wicks Construction, Inc.	\$51,329.63	\$2,181.70	J. Joiner	MA
Public Works	2008/09 Arterial Street Pavement Improvement (N. Dakota Ave.)	5	\$1,355,004.18	Wicks Construction, Inc.	\$53,511.33	\$-(19,959.12)	J. Joiner	MA
Transit	Ames Intermodal Facility	39	\$7,115,000.00	The Weitz Comanay, LLC	\$236,940.07	\$-(85.00)	S. Kyras	MA
Transit	Ames Intermodal Facility	40	\$7,115,000.00	The Weitz Comanay, LLC	\$236,855.07	\$-(1,529.23)	S. Kyras	MA
Transit	Ames Intermodal Facility	41	\$7,115,000.00	The Weitz Comanay, LLC	\$235,325.84	\$11,727.00	B. Kindred	MA
Transit	Ames Intermodal Facility	42	\$7,115,000.00	The Weitz Comanay, LLC	\$247,052.84	\$1,109.00	B. Kindred	MA

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purching Contact Person/Buyer
Public Works	Hauling Ferrous Metals	1	\$105,300.00	Waste Management of Ames	\$0.00	\$9,000.00	G. Freel	MA
Electric Services	Legal Counsel	7	\$50,000.00	Brown Winnick	\$282,000.00	\$24,000.00	D. Kom	CB
Public Works	Consulting Services	1	\$78,200.00	Civil Design Advantage	\$0	\$3,520.00	E. Cowles	MA

RESOLUTION NO. _____

**RESOLUTION APPROVING AND ADOPTING
SUPPLEMENT NO. 2012-3 TO THE AMES MUNICIPAL CODE**

BE IT RESOLVED, by the City Council for the City of Ames, Iowa, that in accordance with the provisions of Section 380.8 Code of Iowa, a compilation of ordinances and amendments enacted subsequent to the adoption of the Ames Municipal Code shall be and the same is hereby approved and adopted, under date of July 1, 2012, as Supplement No. 2012-3 to the Ames Municipal Code.

Adopted this _____ day of _____, 201_.

Ann H. Campbell, Mayor

Attest:

Diane R. Voss, City Clerk



Memo

Mayor's Office

6

TO: Members of the City Council

FROM: Ann H. Campbell, Mayor

DATE: June 22, 2012

SUBJECT: Council Appointment to Ames Economic Development Commission Board of Directors

Jeremy Davis's term of office on the Ames Economic Development Commission's (AEDC) Board of Directors expires June 30; therefore, it will be necessary to appoint a council member to fill this position.

I recommend that the City Council appoint Peter Orazem for two years to the AEDC Board of Directors with his term beginning July 1, 2012.

AHC/jlr



Memo

Mayor's Office

7

TO: Members of the City Council
FROM: Ann H. Campbell, Mayor
DATE: June 22, 2012
SUBJECT: Appointment to Fill Vacancy on the Planning and Zoning Commission

Mark Stenberg, member of the Planning and Zoning Commission, has submitted his resignation from the commission. Since Mark's term of office does not expire until April 1, 2013, an appointment needs to be made to fill this vacancy.

Therefore, I request that the City Council approve the appointment of Julie Gould to fill the unexpired term of office on the Planning and Zoning Commission.

AHC/jlr

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF 2012/13 PAY PLAN

BACKGROUND:

Each year the City Council approves a Pay Plan that specifies pay ranges and steps for the City's work force. The 2012/13 Pay Plan reflects the negotiated wage settlements with the five bargaining units shown below, as well as a 2% increase for merit employee job classifications. Funding for the various salaries was previously approved in the 2012/13 Budget.

The bargaining units' respective across-the-board settlements are 2% for IUOE-Blue Collar, 2% for IBEW-Electric Distribution, 2% for IUOE-Electric Production, 2% for IAFF-Fire, and 2.25% for PPME-Police. Unclassified job categories are adjusted proportionally with merit or union employees or the relevant labor market. The statutory minimum wage is retained as the scale minimum for temporary Unclassified Laborers and Office Workers.

ALTERNATIVES:

1. Approve the 2012/13 Pay Plan.
2. Do not approve the 2012/13 Pay Plan.

MANAGER'S RECOMMENDED ACTION:

The attached Pay Plan document will formally establish pay ranges and steps for all City positions.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the 2012/13 Pay Plan.

UNCLASSIFIED CLASSES
Effective 7/1/12

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
1116	Co-op	14.6662	16.4860	18.3056
1311	Transit Driver	11.2200	12.2400	13.2600
2206	Community Safety Officer Coord	16.4127		
2209	Community Safety Officer	15.6313		
2204	Public Safety Dispatcher	15.3769		
2310	Animal Control Attendant	11.5703	13.4944	15.4185
9403	Unclassified Labor	7.6938	11.6907	15.4185
9404	Unclassified Skilled Laborer	14.8158	20.8151	26.8147
9405	Office Worker	7.6938	11.6907	15.4185
9407	Technical Assistant	12.9366	15.4793	18.0221
9450	Temporary Manager	26.1257	38.2867	50.4478

C PAY PLAN
Effective 7/1/12

<u>PAY GRADE</u>	<u>PAY PERIOD</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
51	Annual Hourly	27,049 13.0041	31,094 14.9489	35,138 16.8933
52	Annual Hourly	28,647 13.7726	33,245 15.9832	37,842 18.1933
53	Annual Hourly	30,461 14.6449	35,587 17.1091	40,711 19.5728
54	Annual Hourly	32,513 15.6311	38,267 18.3978	44,023 21.1650
55	Annual Hourly	34,800 16.7306	41,276 19.8444	47,756 22.9594
56	Annual Hourly	37,374 17.9682	44,669 21.4755	51,962 24.9817
57	Annual Hourly	40,293 19.3717	48,518 23.3262	56,744 27.2806
58	Annual Hourly	43,578 20.9512	52,869 25.4177	62,159 29.8841
59	Annual Hourly	47,284 22.7328	57,783 27.7803	68,282 32.8279
60	Annual Hourly	51,488 24.7537	63,381 30.4716	75,274 36.1895
61	Annual Hourly	56,243 27.0400	69,753 33.5351	83,261 40.0292
62	Annual Hourly	61,659 29.6438	77,008 37.0231	92,357 44.4024
62*	Annual Hourly	61,659 21.1742	77,008 26.4451	92,357 31.7160
63	Annual Hourly	67,810 32.6008	85,301 41.0100	102,791 49.4186
90	Annual Hourly	62,709 30.1484	75,616 36.3537	88,520 42.5576
91	Annual Hourly	68,504 32.9348	83,210 40.0046	97,912 47.0730
92	Annual Hourly	75,100 36.1056	91,852 44.1597	108,605 52.2138
93	Annual Hourly	82,587 39.7055	101,733 48.9100	120,877 58.1141
94	Annual Hourly	91,102 43.7992	113,025 54.3391	134,946 64.8779
95	Annual Hourly	100,833 48.4775	125,973 60.5640	151,111 72.6495

D PAY PLAN
Effective 7/1/12

<u>PAY GRADE</u>	<u>PAY PERIOD</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
64	Annual	74,801	94,776	114,753
	Hourly	35.9619	45.5656	55.1698
65	Annual	82,787	105,643	128,497
	Hourly	39.8016	50.7897	61.7772
66	Annual	91,962	118,168	144,371
	Hourly	44.2126	56.8116	69.4091
96	Annual	112,003	140,889	169,775
	Hourly	53.8477	67.7349	81.6226

E PAY PLAN
IUOE Blue Collar Unit
Effective 7/1/12

<u>HTE</u>	<u>CLASS</u>		<u>STEP A (START)</u>		<u>STEP B (18 MOS)</u>		<u>STEP C (48 MOS)</u>			
	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>		
300	141	Meter Reader	36,732.80	17.66	41,683.20	20.04	49,046.40	23.58		
302	142	Senior Meter Reader	38,542.40	18.53	43,472.00	20.90	53,227.20	25.59		
304	1110	Engineering Technician I	35,048.00	16.85	39,665.60	19.07	46,716.80	22.46		
306	1111	Engineering Technician II	38,043.20	18.29	44,179.20	21.24	50,689.60	24.37		
308	1131	Traffic Signal Technician	See page 5							
309	1134	Traffic Signal Technician Lead	See page 5							
310	1222	Plumbing Inspector	47,569.60	22.87	53,788.80	25.86	62,961.60	30.27		
312	1223	Electrical Inspector	47,569.60	22.87	53,788.80	25.86	62,961.60	30.27		
313	1228	Neighborhoods Inspector	47,569.60	22.87	53,788.80	25.86	62,961.60	30.27		
314	1225	Housing Inspector	47,569.60	22.87	53,788.80	25.86	62,961.60	30.27		
315	1226	Building & Zoning Inspector	47,569.60	22.87	53,788.80	25.86	62,961.60	30.27		
316	1311	Transit Driver (Full-time)*	31,990.40	15.38	37,772.80	18.16	45,364.80	21.81		
318	1311	Transit Driver (PT 2 hrs)*		13.14		16.01		17.31		
320	1318	Lane Worker	27,331.20	13.14	33,300.80	16.01	36,004.80	17.31		
321	1307	Lead Lane Worker	28,704.00	13.80	35,006.40	16.83	37,814.40	18.18		
322	1322	Mechanic Assistant	38,230.40	18.38	43,430.40	20.88	51,064.00	24.55		
323	1322	Mechanic Assistant (CyRide)	36,795.20	17.69	43,430.40	20.88	51,064.00	24.55		
325	1323	Mechanic (CyRide)	44,054.40	21.18	48,588.80	23.36	57,137.60	27.47		
327	1324	Lead Mechanic (CyRide)	46,238.40	22.23	51,064.00	24.55	59,904.00	28.80		
328	5112	Water Plant Operator	48,360.00	23.25	54,808.00	26.35	64,355.20	30.94		
329	5111	Plant Maintenance Specialist	45,572.80	21.91	51,667.20	24.84	60,840.00	29.25		
330	5130	Water Utility Locator	44,054.40	21.18	49,878.40	23.98	58,801.60	28.27		
332	5131	Water Meter Repair Worker	41,766.40	20.08	47,403.20	22.79	55,723.20	26.79		
334	5140	Water/PC Lab Technician	39,228.80	18.86	43,825.60	21.07	50,918.40	24.48		
336	5141	Water/PC Lab Analyst	48,360.00	23.25	54,808.00	26.35	64,355.20	30.94		
337	5115	Water Plant Asst. Operator	See page 5							
337	5212	WPC Plant Asst. Operator	See page 5							
338	5213	WPC Plant Operator	48,360.00	23.25	54,808.00	26.35	64,355.20	30.94		
339	5220	Res. Rec. Lead Operator	45,531.20	21.89	51,625.60	24.82	60,632.00	29.15		
340	5221	Res. Rec. Maint. Operator	43,409.60	20.87	49,212.80	23.66	57,678.40	27.73		
342	5411	Plant Maintenance Operator	48,360.00	23.25	54,808.00	26.35	64,355.20	30.94		
343	5412	Process Maintenance Worker	See page 6							
344	6112	Maintenance Worker	See page 6							
346	6113	Senior Maintenance Worker	42,411.20	20.39	48,068.80	23.11	56,472.00	27.15		
348	6114	Parks Maintenance Specialist	42,993.60	20.67	45,427.20	21.84	53,102.40	25.53		
350	6121	Building Maint. Specialist	41,766.40	20.08	47,403.20	22.79	55,723.20	26.79		
352	6151	Truck Driver	32,843.20	15.79	37,148.80	17.86	43,721.60	21.02		
354	6152	Senior Heavy Equipment Oper.	44,595.20	21.44	47,403.20	22.79	55,723.20	26.79		
356	6153	Heavy Equipment Operator	40,580.80	19.51	43,160.00	20.75	50,731.20	24.39		
358	1137	Traffic Technician	See page 5							
359	6117	W&PC Maint. Tech. I	See page 6							
360	6118	W&PC Maint. Tech. II	See page 6							
362	6111	Laborer	See page 5							
364	1319	Service Worker	See page 5							
366	6163	Custodian	See page 5							
370	1326	Fleet Technician	See page 5							
371	1328	Lead Fleet Technician	50,481.60	24.27	53,622.40	25.78	63,148.80	30.36		
372	6154	Res. Rec. Equipment Operator	42,411.20	20.39	48,068.80	23.11	56,472.00	27.15		
724	6119	RRP Maint. Tech. I	See page 6							
726	6120	RRP Maint. Tech. II	See page 6							

**E PAY PLAN
IUOE Blue Collar Unit
Effective 7/1/12**

<u>HTE</u>	<u>CLASS</u>		<u>STEP A (START)</u>		<u>STEP B (30 MOS)</u>	
	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
362	6111	Laborer	32,780.80	15.76	38,521.60	18.52
364	1319	Service Worker	34,777.60	16.72	41,059.20	19.74
366	6163	Custodian	31,512.00	15.15	37,044.80	17.81

<u>HTE</u>	<u>CLASS</u>		<u>Annual</u>	<u>Hourly</u>
	<u>CODE</u>	<u>TITLE</u>		
308	1131	Traffic Signal Technician		
		Step A (Start)	45,635.20	21.94
		Step B (12 months)	48,089.60	23.12
		Step C (24 months)	52,228.80	25.11
		Step D (48 months)	55,536.00	26.70
309	1134	Traffic Signal Technician Lead		
		Step A (Start)	47,964.80	23.06
		Step B (12 months)	51,937.60	24.97
		Step C (24 months)	55,931.20	26.89
		Step D (48 months)	58,281.60	28.02
358	1137	Traffic Technician		
		Step A (Start)	38,064.00	18.30
		Step B (12 months)	41,246.40	19.83
		Step C (24 months)	44,408.00	21.35
		Step D (48 months)	50,731.20	24.39
337	5212	WPC Plant Assistant Operator		
		Step A (Start)	42,411.20	20.39
		Step B (within 8 months) Grade I certificate	45,385.60	21.82
		Step C (within 24 months) 21 CEU's directly related to wastewater treatment	48,360.00	23.25
337	5115	Water Plant Assistant Operator		
		Step A (Start)	42,411.20	20.39
		Step B (within 8 months) Grade I certificate	45,385.60	21.82
		Step C (within 24 months) 21 CEU's directly related to water treatment	48,360.00	23.25
370	1326	Fleet Technician		
		Step A - 4 ASE tests	48,068.80	23.11
		Step B - 7 ASE tests (within 1 year)	52,041.60	25.02
		Step C - 10 ASE tests (within 2 years)	56,035.20	26.94
		Step D - ASE certified (within 3 years)	60,195.20	28.94

**E PAY PLAN
IUOE Blue Collar Unit
Effective 7/1/12**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>STEP A (START)</u>	<u>STEP B (6 MOS)</u>	<u>STEP C (12 MOS)</u>	<u>STEP D (18 MOS)</u>	<u>STEP E (24 MOS)</u>	<u>STEP F (36 MOS)</u>	<u>STEP G (48 MOS)</u>	
343	5412	Process Maintenance Worker Annual Hourly	36,566.40 17.58	38,355.20 18.44	40,393.60 19.42	41,849.60 20.12	43,617.60 20.97	45,385.60 21.82	47,153.60 22.67	
344	6112	Maintenance Worker Annual Hourly	36,608.00 17.60		37,585.60 18.07		39,020.80 18.76		45,843.20 22.04	
359	6117	W&PC Maint. Tech. I Annual Hourly						42,723.20 20.54*		49,587.20 23.84*
360	6118	W&PC Maint. Tech. II Annual Hourly								56,472.00 27.15*
724	6119	RRP Maint. Tech. I Annual Hourly						46,716.80 22.46*	48,505.60 23.32*	50,252.80 24.16*
726	6120	RRP Maint. Tech. II Annual Hourly							54,704.00 26.30*	56,472.00 27.15*

*must also have successfully completed required skill block to be eligible for this rate

**F PAY PLAN
PPME - Police
Effective 7/1/12**

<u>HTE</u>	<u>CLASS</u> <u>CODE</u>	<u>TITLE</u>	<u>STEP A</u> <u>(START)</u>	<u>STEP B</u> <u>(18 MOS)</u>	<u>STEP C</u> <u>(36 MOS)</u>
400	2308	Animal Control Clerk	35,655 17.1419	42,754 20.5547	
402	131	Parking Meter Attendant	31,972 15.3713	33,857 16.2773	40,637 19.5368
403	2207	Lead Police Records Clerk	37,437 17.9985	41,107 19.7631	48,985 23.5507
404	2208	Police Records Clerk	35,655 17.1419	39,149 18.8214	46,654 22.4296
416	2201	Public Safety Lead Dispatcher	41,396 19.9021	43,415 20.8726	50,044 24.0596
406	2202	Public Safety Dispatcher	38,715 18.6128	40,581 19.5101	46,906 22.5510
408	2212	Police Officer	46,743 22.5814	51,159 24.7145	61,014 29.4754
414	2215	Police Corporal	53,704 25.8191	64,017 30.7773	
412	2311	Animal Control Officer	33,860 16.2788	36,716 17.6519	45,506 21.8779

Step A = 0 through 18 months
Step B = 19 through 36 months, or 19 months plus
Step C = 37 months plus

**G PAY PLAN
IAFF - Fire
Effective 7/1/12**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>
504	2111	Firefighter	42,182 14.4855	46,215 15.8704	55,329 19.0004	60,486 20.7712
506	2112	Fire Lieutenant	67,039 23.0215			
508	2114	Fire Inspector	73,631 35.3993			

Step A = 0 through 18 months
 Step B = 19 months
 Step C = 37 months
 Step D = 60 months (see also Section 16.3)

Effective July 1, 2004, the City will combine incentive pay (First Responder - .7%, Instructor I - .7%, and DMACC classes - 1.7% for a total of 3.1%) and add to Firefighter Step D, Fire Lieutenant, and Fire Inspector pay scale.

**H PAY PLAN
IBEW
Effective 7/1/12**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>
600	171	Storekeeper	41,704.00	20.05
602	711	Records and Materials Specialist	52,998.40	25.48
604	4209	Substation Electrician Assistant	59,342.40	28.53
606	4210	Underground Electric Serviceworker	56,534.40	27.18
608	4211	Groundswoker	52,000.00	25.00
610	4212	Truck Driver/Groundswoker	56,534.40	27.18
612	4213	Electric Serviceworker	60,736.00	29.20
614	4215	Electric Lineworker	69,992.00	33.65
616	4218	Substation Electrician	69,992.00	33.65
618	4221	Electric Line Foreman	74,152.00	35.65
620	4231	Electric Meter Repair Worker	60,340.80	29.01
622	4311	Electrical Engineering Assistant	57,782.40	27.78
624	4312	Electrical Engineering Technician	75,337.60	36.22
626	6126	Substation Foreman	74,152.00	35.65
628	4214	Apprentice Electric Lineworker		
		A. 0 - 1000 hours (65%)	45,489.60	21.87
		B. 1000 - 2000 hours (70%)	49,004.80	23.56
		C. 2000 - 3000 hours (75%)	52,520.00	25.25
		D. 3000 - 4000 hours (80%)	55,972.80	26.91
		E. 4000 - 5000 hours (85%)	59,488.00	28.60
		F. 5000 - 6000 hours (90%)	62,961.60	30.27
630	4217	Apprentice Substation Electrician		
		A. 0 - 1000 hours (65%)	45,489.60	21.87
		B. 1000 - 2000 hours (70%)	49,004.80	23.56
		C. 2000 - 3000 hours (75%)	52,520.00	25.25
		D. 3000 - 4000 hours (80%)	55,972.80	26.91
		E. 4000 - 5000 hours (85%)	59,488.00	28.60
		F. 5000 - 6000 hours (90%)	62,961.60	30.27
632	4230	Apprentice Electric Meter Repair Worker		
		A. 0 - 1000 hours (75%)	45,219.20	21.74
		B. 1000 - 2000 hours (80%)	48,193.60	23.17
		C. 2000 - 3000 hours (85%)	51,251.20	24.64
		D. 3000 - 4000 hours (90%)	54,267.20	26.09

The above listed wage rates for apprentices are based on percentages of journeymen rates as set out in the respective apprentice agreements. Progression within the apprentice classifications is contingent upon training and outside coursework plus meeting the requirements set out in the apprenticeship agreement.

**I PAY PLAN
IUOE - Power Plant
Effective 7/1/12**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>
700	4110	Lead Coal Handler	61,360.00	29.50
702	4111	Coal Handler		
		1st 6 months	43,763.20	21.04
		2nd 6 months	46,654.40	22.43
		3rd 6 months	52,540.80	25.26
		Thereafter	58,427.20	28.09
704	4112	Power Plant Auxiliary Operator		
		1st 6 months	50,918.40	24.48
		2nd 6 months	54,121.60	26.02
		3rd 6 months	57,283.20	27.54
		4th 6 months	60,548.80	29.11
		Thereafter	63,731.20	30.64
706	4113	Power Plant Fireworker		
		5th 6 months	64,563.20	31.04
		6th 6 months	67,412.80	32.41
		Thereafter	69,513.60	33.42
708	4114	Power Plant Operator		
		7th 6 months	72,072.00	34.65
		Thereafter	74,339.20	35.74
709	4117	Environmental Instrument & Control Technician		
		1st 6 months	57,408.00	27.60
		2nd 6 months	61,297.60	29.47
		3rd 6 months	65,124.80	31.31
		4th 6 months	68,848.00	33.10
		5th 6 months	72,737.60	34.97
		6th 6 months	75,025.60	36.07
		Thereafter	76,710.40	36.88
709	4118	Instrument & Control Technician		
		1st 6 months	57,408.00	27.60
		2nd 6 months	61,297.60	29.47
		3rd 6 months	65,124.80	31.31
		4th 6 months	68,848.00	33.10
		5th 6 months	72,737.60	34.97
		6th 6 months	75,025.60	36.07
		Thereafter	76,710.40	36.88

**I PAY PLAN
IUOE - Power Plant
Effective 7/1/12**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>
714	4122	Power Plant Maintenance Foreman	76,710.40	36.88
716	4124	Power Plant Maintenance Worker		
		1st 6 months	39,312.00	18.90
		2nd 6 months	42,057.60	20.22
		3rd 6 months	47,278.40	22.73
		Thereafter	53,435.20	25.69
718	4125	Power Plant Maintenance Mechanic		
		1st 6 months	52,873.60	25.42
		2nd 6 months	56,160.00	27.00
		3rd 6 months	59,508.80	28.61
		4th 6 months	62,774.40	30.18
		Thereafter	66,123.20	31.79
720	6123	Electrician		
		1st 6 months	50,585.60	24.32
		2nd 6 months	53,851.20	25.89
		3rd 6 months	57,283.20	27.54
		4th 6 months	60,632.00	29.15
		5th 6 months	64,001.60	30.77
		6th 6 months	66,123.20	31.79
		Thereafter	67,412.80	32.41
722	6163	Custodian		
		1st 6 months	32,780.80	15.76
		2nd 6 months	34,736.00	16.70
		Thereafter	38,355.20	18.44

Progression within the apprentice classification is contingent upon successful completion of outside course work and satisfactory progress during each step interval plus meeting the requirements set out in the apprenticeship agreement.

ALPHABETICAL LISTING

<u>CODE</u>	<u>HTE</u>	<u>EEO</u>	<u>FLSA</u>	<u>CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>PAGE</u>
0133	----	6	NE	Account Clerk	56	2
0307	----	2	NE	Accountant	59	2
2310	----	8	NE	Animal Control Attendant	Temporary	1
2308	400	6	NE	Animal Control Clerk	Union-F	7
2311	412	8	NE	Animal Control Officer	Union-F	7
2312	----	3	E	Animal Control Supervisor	60	2
4230	632	7	NE	Appr. Electric Meter Repair Worker	Union-H	9
4217	630	8	NE	Appr. Substation Electrician	Union-H	9
4214	628	7	NE	Apprentice Electric Lineworker	Union-H	9
0411	----	2	E	Assistant City Attorney	61	2
0612	----	1	E	Assistant City Manager	65	3
4331	----	1	E	Assistant Director Electric Services	94	2
5311	----	1	E	Assistant Director of Water and PC	63	2
313	----	1	E	Assistant Director of Finance	62	2
4222	----	2	E	Assistant Electric Distribution Supt.	90	2
4317	----	1	E	Assistant Engineer - Electric Services	59	2
3124	----	1	E	Assistant Library Director	63	2
0611	----	1	E	Assistant City Manager	65	3
1317	----	1	E	Assistant Transit Director-Fleet & Facilities	62	2
1321	----	1	E	Assistant Transit Director-Operations	62	2
1314	----	5	E	Assistant Transit Operations Supervisor	60	2
3206	----	2	E	Auditorium/Bandshell Manager	59	2
0308	----	2	E	Budget Officer	61	2
1227	----	2	E	Building Inspections Supervisor	60	2
6121	350	7	NE	Building Maintenance Specialist	Union-E	4
1224	----	1	E	Building Official	62	2
1226	315	1	NE	Building and Zoning Inspector	Union-E	4
0606	----	3	NE	Cable Television Writer/Producer	56	2
0132	----	6	NE	Cashier	56	2
2223	----	1	E	Chief of Police	65	3
1120	----	2	E	Civil Engineer I	60	2
1121	----	2	E	Civil Engineer II	62	2
0218	----	2	E	Client Support Coordinator	60	2
0215	----	5	NE	Client Support Specialist	57	2
1116	999	8	NE	Co-op	Temporary	1
4111	702	8	NE	Coal Handler	Union-I	10
2209	----	5	NE	Community Safety Officer	Temporary	1
2206	----	5	NE	Community Safety Officer Coordinator	Temporary	1
1113	----	3	E	Construction Supervisor	61	2
5133	----	3	NE	Cross Connection Control Coordinator	59	2
6163	366	8	NE	Custodian	Union-E	5
6163	722	8	NE	Custodian	Union-I	11
2118	----	1	E	Deputy Fire Chief, Operations	63	2
2117	----	1	E	Deputy Fire Chief, Support Services	63	2
4332	----	1	E	Director of Electric Services	96	3
0314	----	1	E	Director of Finance	65	3
0174	----	1	E	Director of Fleet Services	65	3
0514	----	1	E	Director of Human Resources	65	3
3215	----	1	E	Director of Parks and Recreation	65	3
1232	----	1	E	Director of Planning and Housing	65	3
6232	----	1	E	Director of Public Works	65	3
1315	----	1	E	Director of Transit	65	3

5312	----	1	E	Director of Water and WPC	65	3
4221	618	7	NE	Electric Line Foreman	Union-H	9
4215	614	7	NE	Electric Lineworker	Union-H	9
4231	620	7	NE	Electric Meter Repair Worker	Union-H	9
4232	----	3	E	Electric Meter Supervisor	90	2
4213	612	7	NE	Electric Service Worker	Union-H	9
4130	----	2	E	Electric Services Maintenance Supt	90	2
4129	----	2	E	Electric Services Operations Supt	90	2
4318	----	2	E	Electrical Engineer	90	2
4224	----	1	E	Electrical Distribution Manager	91	2
4322	----	2	E	Electrical Engineering Manager	92	2
4311	622	5	NE	Electrical Engineering Assistant	Union-H	9
4312	624	3	NE	Electrical Engineering Technician	Union-H	9
1223	312	1	NE	Electrical Inspector	Union-E	4
6123	720	7	NE	Electrician	Union-I	11
2200	----	6	E	Emergency Communications Supervisor	60	2
4315	----	3	E	Energy Procurement Coordinator	60	2
4316	----	2	E	Energy Services Coordinator	60	2
1110	304	5	NE	Engineering Technician I	Union-E	4
1111	306	3	NE	Engineering Technician II	Union-E	4
5305	----	2	E	Environmental Engineer I	60	2
5306	----	2	E	Environmental Engineer II	61	2
4117	709	3	NE	Environmental Instrument & Control Tech	Union-I	10
5309	----	2	E	Environmental Specialist	60	2
2113	----	2	E	Fire Captain	*62	2
2116	----	1	E	Fire Chief	65	3
2114	508	1	NE	Fire Inspector	Union-G	8
2112	506	2	NE	Fire Lieutenant	Union-G	8
2111	504	4	NE	Firefighter	Union-G	8
6140	----	1	E	Fleet Support Manager	61	2
1326	370	7	NE	Fleet Technician	Union-E	5
1125	----	2	E	GIS Coordinator	61	2
1115	----	3	NE	GIS Specialist	59	2
6221	----	7	NE	Grounds Foreman	58	2
6222	----	3	E	Grounds Supervisor	60	2
4211	608	8	NE	Groundswoker	Union-H	9
0509	----	2	E	Health Promotion Coordinator	60	2
6153	356	7	NE	Heavy Equipment Operator	Union-E	4
0212	----	6	NE	Help Desk Specialist	56	2
1216	----	2	E	Housing Coordinator	61	2
1229	----	1	E	Housing Inspections Supervisor	60	2
1225	314	1	NE	Housing Inspector	Union-E	4
0513	----	2	E	Human Resources Officer	61	2
0511	----	5	E	Human Resources Analyst	59	2
3121	----	2	E	Information Services Librarian	58	2
0222	----	1	E	Information Technology Manager	62	2
4118	709	3	NE	Instrument and Control Technician	Union-I	10
0312	----	2	E	Investment Officer	60	2
0213	----	5	NE	IT Operations Technician	57	2
0225	----	3	NE	IT Specialist - Public Safety	58	2
6111	362	8	NE	Laborer	Union-E	5
1318	320	8	NE	Laneworker	Union-E	4
4110	700	8	NE	Lead Coal Handler	Union-I	10
1328	371	7	NE	Lead Fleet Technician	Union-E	4
1307	321	8	NE	Lead Lane Worker	Union-E	4
1324	327	7	NE	Lead Mechanic (CyRide)	Union-E	4

2207	403	6	NE	Lead Police Records Clerk	Union-F	7
2229	----	6	NE	Lead Property-Evidence Technician	57	2
0118	----	6	NE	Legal Secretary	57	2
0120	----	5	E	Legal Services Administrative Assistant	59	2
0119	----	6	NE	Legal Technician	57	2
3117	----	5	NE	Library Administrative Assistant	58	2
3113	----	5	NE	Library Assistant	57	2
3110	----	8	NE	Library Building Maintenance Supervisor	57	2
3109	----	5	NE	Library Circulation Clerk	53	2
3129	----	2	E	Library Circulation Supervisor	59	2
3105	----	2	E	Library Collections Coordinator	61	2
3132	----	5	E	Library Collections - Acquisitions Tech	56	2
3114	----	2	E	Library Community Relations Specialist	58	2
3123	----	1	E	Library Director	65	3
3108	----	1	E	Library Info Svs Coordinator	61	2
3120	----	2	E	Library IT Systems Administrator	60	2
3131	----	2	E	Library Outreach Supervisor	59	2
3111	----	6	NE	Library Processing Clerk	53	2
3126	----	2	E	Library Reference Specialist	59	2
3130	----	2	E	Library Volunteer Coordinator	59	2
3128	----	2	E	Library Youth Services Specialist	59	2
0166	----	6	NE	Mail Clerk	55	2
6112	344	8	NE	Maintenance Worker	Union-E	6
1323	325	7	NE	Mechanic (CyRide)	Union-E	4
1322	322	8	NE	Mechanic Assistant	Union-E	4
1322	323	8	NE	Mechanic Assistant (CyRide)	Union-E	4
0141	300	6	NE	Meter Reader	Union-E	4
1122	----	1	E	Municipal Engineer	63	2
1228	313	1	NE	Neighborhoods Inspector	Union-E	4
0216	----	3	NE	Network Technician	57	2
9405	999	6	NE	Office Worker	Temporary	1
0131	402	6	NE	Parking Meter Attendant	Union-F	7
6114	348	8	NE	Parks Maintenance Specialist	Union-E	4
3213	----	1	E	Parks and Facilities Superintendent	62	2
3210	----	5	E	Parks and Facilities Supervisor	59	2
0134	----	6	NE	Payroll Clerk	57	2
1212	----	2	E	Planner	60	2
1230	----	5	E	Plans Examiner	60	2
5411	342	7	NE	Plant Maintenance Operator	Union-E	4
5111	329	7	NE	Plant Maintenance Specialist	Union-E	4
1222	310	1	NE	Plumbing Inspector	Union-E	4
2224	----	1	E	Police Commander	63	2
2215	414	4	NE	Police Corporal	Union-F	7
2222	----	2	E	Police Lieutenant	62	2
2212	408	4	NE	Police Officer	Union-F	7
2208	404	6	NE	Police Records Clerk	Union-F	7
2205	----	6	E	Police Records Supervisor	59	2
2221	----	3	E	Police Sergeant	61	2
2225	----	2	E	Police Support Services Manager	63	2
4112	704	7	NE	Power Plant Auxiliary Operator	Union-I	10
4323	----	2	E	Power Plant Engineer	90	2
4113	706	7	NE	Power Plant Fireworker	Union-I	10
4122	714	7	NE	Power Plant Maintenance Foreman	Union-I	11
4125	718	7	NE	Power Plant Maintenance Mechanic	Union-I	11
4124	716	8	NE	Power Plant Maintenance Worker	Union-I	11
4132	----	1	E	Power Plant Manager	92	2

4114	708	7	NE	Power Plant Operator	Union-I	10
0113	----	6	NE	Principal Clerk	56	2
0163	----	7	NE	Printing Services Technician	56	2
5412	343	8	NE	Process Maintenance Worker	Union-E	6
0175	----	5	NE	Procurement Specialist I	57	2
0172	----	5	NE	Procurement Specialist II	59	2
2228	----	6	NE	Property/Evidence Technician	56	2
0713	----	2	E	Public Relations Officer	61	2
2204	----	6	NE	Public Safety Dispatcher	Temporary	1
2202	406	6	NE	Public Safety Dispatcher	Union-F	7
2201	416	6	NE	Public Safety Lead Dispatcher	Union-F	7
0712	----	5	E	Public Works Administrative Assistant	60	2
6230	----	1	E	Public Works Operations Manager	62	2
6231	----	3	E	Public Works Operations Supervisor	61	2
0173	----	2	E	Purchasing Manager	62	2
0711	602	6	NE	Records and Materials Specialist	Union-H	9
9500	----	6	E	Records Manager/City Clerk	61	2
3201	----	5	E	Recreation Coordinator	57	2
3202	----	5	E	Recreation Coord - Aquatics & Activities	57	2
3214	----	1	E	Recreation Superintendent	62	2
5222	----	2	E	Resource Recovery Asst. Superintendent	61	2
6154	372	7	NE	Resource Recovery Equipment Operator	Union-E	4
5220	339	7	NE	Resource Recovery Lead Operator	Union-E	4
5221	340	7	NE	Resource Recovery Maint. Operator	Union-E	4
6119	724	8	NE	Resource Recovery Maint. Tech. I	Union-E	6
6120	726	8	NE	Resource Recovery Maint. Tech. II	Union-E	6
5223	----	1	E	Resource Recovery Superintendent	62	2
0610	----	1	E	Risk Manager	61	2
3200	----	8	NE	Seasonal Parks and Recreation	Temporary	
0121	----	6	NE	Secretary I	57	2
0122	----	6	NE	Secretary II	58	2
0112	----	6	NE	Senior Clerk	55	2
1112	----	3	NE	Senior Engineering Technician	59	2
6152	354	7	NE	Senior Heavy Equipment Operator	Union-E	4
6113	346	8	NE	Senior Maintenance Worker	Union-E	4
0142	302	6	NE	Senior Meter Reader	Union-E	4
1319	364	8	NE	Service Worker	Union-E	5
0171	600	6	NE	Storekeeper	Union-H	9
1123	----	2	E	Stormwater Specialist	59	2
6211	----	7	NE	Streets Maintenance Foreman	59	2
6213	----	3	E	Streets Operations Supervisor	61	2
4218	616	7	NE	Substation Electrician	Union-H	9
4209	604	8	NE	Substation Electrician Assistant	Union-H	9
6126	626	7	NE	Substation Foreman	Union-H	9
0221	----	2	E	Systems Analyst	60	2
9407	----	3	NE	Technical Assistant	Temporary	1
3116	----	6	NE	Technical Services Assistant	56	2
0224	----	2	E	Telecommunications/Network Specialist	60	2
9450	----	1	E	Temporary Manager	Temporary	1
1133	----	2	E	Traffic Engineer I	61	2
1136	----	2	E	Traffic Engineer II	62	2
1131	308	3	NE	Traffic Signal Technician	Union-E	5
1134	309	3	NE	Traffic Signal Tech Lead Worker	Union-E	5
1132	----	3	E	Traffic Supervisor	60	2
1137	----	7	NE	Traffic Technician	Union-E	5
1316	----	5	E	Transit Coordinator	60	2

1311	----	8	NE	Transit Driver (< 20 hrs/week)	Temporary	1
1311	316	8	NE	Transit Driver	Union-E	4
1310	----	5	E	Transit Maintenance Coordinator	60	2
1313	----	6	NE	Transit Operations Assistant	57	2
1312	----	2	E	Transit Operations Supervisor	61	2
1305	----	2	E	Transit Planner/EEO Officer	60	2
1320	----	5	E	Transit Trainer	59	2
1129	----	2	E	Transportation Planner	60	2
6151	352	8	NE	Truck Driver	Union-E	4
4212	610	8	NE	Truck Driver/Groundswoker	Union-H	9
9403	999	8	NE	Unclassified Labor	Temporary	1
9404	999	8	NE	Unclassified Skilled Laborer	Temporary	1
4210	606	7	NE	Underground Electric Serviceworker	Union-H	9
0310	----	2	E	Utility Accounts Supervisor	61	2
0135	----	6	NE	Utility Accounts Technician	57	2
0136	----	6	NE	Utility Customer Services Clerk	56	2
4320	----	2	E	Utility Engineer	90	2
5121	----	7	NE	Utility Maintenance Foreman	59	2
5131	332	8	NE	Water Meter Repair Worker	Union-E	4
5132	----	3	E	Water Meter Supervisor	60	2
5115	337	7	NE	Water Plant Assistant Operator	Union-E	5
5114	----	2	E	Water Plant Maintenance Supervisor	60	2
5112	328	7	NE	Water Plant Operator	Union-E	4
5113	----	1	E	Water Plant Superintendent	62	2
5130	330	8	NE	Water Utility Locator	Union-E	4
5141	336	3	NE	Water & PC Laboratory Analyst	Union-E	4
5143	----	1	E	Water & PC Laboratory Supervisor	60	2
5140	334	3	NE	Water& PC Laboratory Technician	Union-E	4
6117	359	8	NE	Water & PC Maintenance Technician I	Union-E	6
6118	360	8	NE	Water & PC Maintenance Technician II	Union-E	6
3208	----	5	E	Wellness Program Manager	59	2
5215	----	2	E	WPC Plant Maintenance Supervisor	60	2
5212	337	7	NE	WPC Plant Assistant Operator	Union-E	5
5213	338	7	NE	WPC Plant Operator	Union-E	4
5214	----	1	E	WPC Plant Superintendent	62	2
3125	----	2	E	Youth Librarian	58	2



Memo

City Manager's Office

TO: Mayor and Ames City Council Members

FROM: Steven L. Schainker, City Manager

DATE: June 22, 2012

SUBJECT: 2012/13 Funding Agreement with Ames Economic Development Commission

In keeping with the City's adopted 2012/13 budget, staff is recommended that the attached Funding Agreement with the Ames Economic Development Commission be approved. This Agreement continues funding the services of a City Economic Development Liaison, a position that was first created last year.

/drv

Attachment

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of July, 2012, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "City") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called the AEDC);

WITNESSETH THAT:

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

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

I PURPOSE

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

II SCOPE OF SERVICES

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

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

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

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

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

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

III METHOD OF PAYMENT

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

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

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

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

IV FINANCIAL ACCOUNTING AND ADMINISTRATION

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

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

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

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

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

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

V
REPRESENTATION ON THE BOARD OF DIRECTORS

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

VI
SUMMARY REPORT

The AEDC further agrees to provide the City of Ames a written report no later than August 31, 2013, summarizing the accomplishments of the activities promised in Section II.

VII
DURATION

This Agreement shall be in full force and effect from and after July 1, 2012, until June 30, 2013.

VIII
DISCRIMINATION PROHIBITED

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

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

CITY OF AMES, IOWA

ATTEST:

BY _____
Ann Campbell, Mayor

Diane Voss, City Clerk

AMES ECONOMIC DEVELOPMENT COMMISSION

BY _____
Daniel A. Culhane, President/CEO

Print Name:



Memo

City Manager's Office

TO: Mayor and Ames City Council Members

FROM: Steven L. Schainker, City Manager

DATE: June 22, 2012

SUBJECT: Sustainability Advisory Services Contract with ISU

On July 1, 2010, the City entered into a contract with Iowa State University to utilize the services of its full-time Director of Sustainability; that Contract was then extended to December 31, 2011. On January 1, 2012, the City Council approved an Amendment to the Contract that changed the Scope of Services to focus only on the reduction of electric consumption. The expectation was that the primary focus would be to provide City staff assistance to the three committees in implementing the Task Force's recommendations.

In keeping with the Council's direction, staff is recommending that the Sustainability Advisory Services Contract with ISU be approved with the Scope of Services remaining as contained in the First Amendment to the Contract. The 2012/13 approved budget included \$25,000 to be paid over a period of 12 months to Iowa State University for the services of its Sustainability Coordinator.

/drv

**CONTRACT
FOR
SUSTAINABILITY ADVISORY SERVICES**

This Agreement, made and entered into the 1st day of July 2012, by and between the CITY OF AMES, IOWA, hereafter called the "City" and IOWA STATE UNIVERSITY, hereafter called "ISU."

WITNESSTH THAT:

WHEREAS, the City and ISU had previously entered into a Contract for Sustainability Advisory Services dated July 1, 2010, which was, by mutual consent, extended to December 31, 2011, and again to June 12, 2012; and,

WHEREAS, the City and ISU remain committed to the concept of sustainability and are desirous of reducing carbon emissions; and

WHEREAS, ISU currently employs a Director of Sustainability Programs to coordinate their sustainability efforts; and

WHEREAS, the sharing of the services of ISU's Director of Sustainability Programs is a more efficient method for both the City and ISU to provide this service.

NOW, THEREFORE, the parties hereto, pursuant to and in accordance with the provisions of Chapter 28E Code of Iowa for joint exercise of governmental powers, agree as follows:

**I
PURPOSE**

The purpose of this agreement is to secure for the City and its citizens leadership, coordination, and support services for sustainability efforts directed at carbon emission reduction.

**II
SCOPE OF SERVICES**

ISU, through its Director of Sustainability Programs, shall provide the following services:

Assist City Electric Services staff in the implementation of the Sustainability Task Force's recommendations related to electric consumption reduction.

**III
METHOD OF PAYMENT**

Although this is a lump sum contract for consulting services, ISU anticipates devoting a maximum of 480 hours (25%) of the Director of Sustainability's time to complete the

tasks identified in the Section II. Furthermore, ISU shall not charge for the use of ISU office space or office equipment (such as computing and communications) used on a day to day basis by the Director of Sustainability for conducting the work.

The City will disburse payments to ISU each month in the amount of \$2,083.33. The maximum total amount payable by the City under this agreement is \$25,000 for work detailed in the SCOPE OF SERVICES (Section II of this Contract) and no greater amount shall be paid.

IV SUPERVISION OF CONTRACTED SERVICES

The work of ISU's Director of Sustainability Programs under this agreement shall be supervised and directed by the Ames City Manager. Each month, the Director of Sustainability shall provide a written report to the City Manager highlighting the progress being made to accomplish the tasks required in Section II. While the Director of Sustainability Programs will be responsible to take the minutes of the meetings, clerical assistance to type the minutes, schedule meetings, prepare and send out meeting packets, type other documents, or reproduce documents required to perform the work identified in the SCOPE OF SERVICES (Section II) will be provided by the City Manager's Office.

V DURATION AND EARLY TERMINATION

This agreement shall be in full force and effect from and after July 1, 2012, until June 30, 2013. This agreement may be terminated without cause by either party upon the giving of notice 90 days advance written notice. On or before April 1, 2013, the parties will discuss renewal of this agreement.

VI DISCRIMINATION PROHIBITED

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

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

CITY OF AMES, IOWA

ATTEST:

BY _____
Ann H. Campbell, Mayor

Diane Voss, City Clerk

IOWA STATE UNIVERSITY

BY _____
Steven Leath, President
Iowa State University

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF STATE ENERGY PROGRAM CONTRACT

BACKGROUND:

In May, Council authorized staff to apply for funds through the State Energy Program for the following three projects: Downsizing pumps and motors in water wells, converting light fixtures to LED at Resource Recovery, and replacing heat pumps at Electric Distribution.

On June 7th, staff received notice that \$63,000 had been awarded to complete these three projects, as follows:

Location	Project	Grant Funds	City Funds	City Funds Source
Resource Recovery	Convert 148 Fluorescent/Metal Halide Lights to LED	\$30,000	\$30,000	11/12 RRP Operating Budget
Water Wells	Downsize pumps and motors on water wells 18, 20, and 21	\$25,000	\$25,000	12/13 Water CIP
Electric Distribution Warehouse	Replace three heat pumps	\$8,000	\$8,000	12/13 Electric Distribution Operating Budget

The three projects identified would likely need to be completed in the next few years as part of routine upgrades and efficiency projects already programmed into the Capital Improvements Plan.

The funding source for these grants is the American Recovery and Reinvestment Act, which requires compliance with certain provisions such as Buy American, Davis-Bacon prevailing wages, and other restrictions. Staff has worked with similar requirements before and is prepared to meet the compliance and reporting requirements involved. Staff intends to commence work on these projects as quickly as possible due to the tight time constraints imposed by the contract. The grant program requires that the City match the grant funds at least 1:1.

ALTERNATIVES:

1. Approve the contract with the Iowa Economic Development Authority for State Energy Program funds.

2. Do not approve a contract with the Iowa Economic Development Authority.

MANAGER'S RECOMMENDED ACTION:

These projects are already planned to occur at some time in the near future. These grant funds will allow the City to reduce the cost to the City's utility ratepayers and to complete these projects now, thus allowing the energy savings to be realized earlier than would otherwise occur.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving a contract with the Iowa Economic Development Authority for State Energy Program Funds.

STATE ENERGY PROGRAM GRANT SUB-RECIPIENT CONTRACT

This State Energy Program Grant Sub-recipient Contract is between the Iowa Economic Development Authority (IEDA), an agency of the State of Iowa, and the Sub-recipient (SR) identified in the attached Term Sheet. The parties agree as follows.

1. **Purpose.**

1.1 IEDA Energy Division (formerly the Office of Energy Independence), has received a State Energy Program (SEP) grant from the United States Department of Energy, Award No. DE-EE000162, to fund energy efficiency and renewable energy improvements for public sector, private sector, and non-profit facilities.

1.2 The parties are entering into this contract for SR to receive funds under the SEP program.

2. **Incorporation of documents.**

2.1 **Incorporation.** This contract incorporates the following documents:

.A Funding Opportunity Announcement, State Energy Program Formula Grants, American Recovery and Reinvestment Act, Funding Opportunity Number DE-F0A-0000052, dated April 24, 2009;

.B IEDA's grant application; and

.C Assistance Agreement for Award No. DE-EE000162 between the United States Department of Energy and IEDA, including any amendments to that agreement during the term of this contract.

2.2 **Resolution of inconsistencies or conflicts.** If there is a conflict between this contract and federal law, the parties agree that federal law will govern.

3. **Scope of services.**

SR will perform the services identified in Exhibit A, Description of Project and Award Budget.

4. **Compensation.**

4.1 **Reimbursement of allowable costs.** IEDA will reimburse SR for the allowable costs that SR incurs in performing the work under this contract in the amount and in manner described in Exhibit A, Description of Project and Award Budget.

4.2 **No reimbursement of unallowable costs.** IEDA will not reimburse SR for any cost that is contrary to (1) this contract; (2) any restriction or limitation in the documents identified in paragraph 2.1; (3) 10 CFR Part 600; (4) the applicable cost principles found in OMB Circular A-21 Cost Principles for Educational Institutions, OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments, or OMB Circular A-122 Cost Principles for Non-Profit Organizations; or (5) any other applicable laws, rules, regulations, and policies.

4.3 **Invoices and supporting documentation.** All invoices and all required supporting documentation must comply with all applicable rules concerning payments of these claims.

4.4 **Representations.** By submitting an invoice, SR represents to IEDA that all of the following are true:

.A the services identified in the invoice are within the scope of services described in paragraph 3, and

.B the costs are allowable, allocable, and reasonable in accordance with (1) this contract; (2) the documents identified in paragraph 2.1; (3) 10 CFR Part 600; (4) the applicable cost principles in OMB Circular A-21 Cost Principles for Educational Institutions, OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments, or OMB Circular A-122 Cost Principles for Non-Profit Organizations; and (5) any other applicable laws, rules, regulations, and policies.

4.5 **Payment of invoices.** IEDA will review each invoice for compliance with this contract and applicable laws, rules, regulations, and policies. It will approve all or a portion of the amount sought in the invoice and will pay the approved amount within the time required by applicable law.

4.6 **Withholding payments.** Despite anything to the contrary in this contract, IEDA may withhold paying all or a portion of the invoices if SR has failed to comply with this contract, including any problems identified during IEDA's monitoring of SR's performance.

4.7 **Recovery of reimbursed funds.** If IEDA or any federal agency concludes that SR has been reimbursed for any cost that is unallowable, unallocable, or unreasonable under this contract, SR will repay those funds within 30 business days of receiving written notice from IEDA. IEDA may withhold any payment under this contract if SR fails to repay those funds by the deadline.

4.8 **Payment is no waiver.** By paying all or a portion of an invoice, IEDA does not waive its ability to challenge any reimbursement for failing to comply with this contract at a later date.

5. **American Recovery and Reinvestment Act requirements.**

5.1 **Acknowledgement of receiving Recovery Act funds.** SR understands and agrees that the source of the payments under this contract, either in whole or in part, is the American Recovery and Reinvestment Act of 2009—Pub. L. 111-5—(Recovery Act). SR further understands and agrees that it will comply with the Recovery Act.

5.2 **Recovery Act process is evolving.** SR understands and agrees that the federal stimulus process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from the federal government and the State of Iowa. Accordingly, SR agrees that it and its subgrantees and subcontractors will comply with all Recovery Act requirements promulgated by the federal government or the State of Iowa, or both, during the contract.

5.3 **Recovery Act funds are temporary.** SR agrees that Recovery Act funds are temporary and that programs supported with Recovery Act funds, including this program, will not be continued with the State of Iowa financial appropriations when Recovery Act funds are expended.

5.4 **Applicable Recovery Act definitions.** Because this contract uses Recovery Act funds, the Recovery Act defines the following terms that are relevant to this contract:

.A A “prime recipient” is a non-federal entity that receives Recovery Act funds as federal awards in the form of grants, loans, or cooperative agreements directly from the federal government.

.B A “sub-recipient” is a non-federal entity that expends federal awards received from another entity to carry out a federal program but does not include an individual who is a beneficiary of such a program.

5.5 **Prime recipient and sub-recipient.** For purposes of this contract, IEDA is the prime recipient and SR is a sub-recipient. Further, SR understands that it might have one or more sub-recipients when performing this contract.

5.6 **Registration requirements.** SR and its first-tier subgrantees and subcontractors must register and maintain their registration in the Central Contractor Registration at all times during which they have active federal awards funded with Recovery Act funds.

5.7 **Enforceability.** SR agrees that if it or one of its subcontractors or subgrantees fails to comply with all applicable federal or state requirements, or both, IEDA may withhold or suspend, in whole or in part, any payments to SR under this contract, or recover misspent funds from SR. This provision is in addition to all other remedies available to IEDA.

5.8 **Recovery Act reporting requirements.** Under Section 1512 of the Recovery Act, IEDA, as the prime recipient, must submit a report to the federal government no later than 10 calendar days after the end of each calendar quarter ("Reporting Period"). This report must contain the information outlined below. Accordingly, SR agrees to provide the State of Iowa with the following information in a timely manner and in the format or form required by IEDA:

- .A The total amount of Recovery Act funds received by SR during the Reporting Period;
- .B The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- .C A detailed list of all projects or activities for which Recovery Act funds were expended or obligated, including:
 - .1 the name of the project or activity;
 - .2 a description of the project or activity;
 - .3 an evaluation of the completion status of the project or activity; and
 - .4 an estimate of the number of jobs created and the number of jobs retained by the project or activity.
- .D For any subcontracts or sub-grants equal to or greater than \$25,000:
 - .1 The name of the entity receiving the sub-award;
 - .2 The amount of the sub-award;
 - .3 The transaction type;

- .4 The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
- .5 Program sources;
- .6 An award title descriptive of the purpose of each funding action;
- .7 The location of the entity receiving the sub-award;
- .8 The primary location of the sub-award, including the city, state, Congressional District, and country;
- .9 A unique identifier of the entity receiving the sub-award and the parent entity of the Contractor/Grantee, should the entity be owned by another; and
- .10 The names and total compensation of the five most highly compensated officers of the company if it received: (1) 80% or more of its annual gross revenues in Federal award; and (2) \$25,000,000 or more in annual gross revenue from Federal awards.

.E For any subcontracts or sub-grants of less than \$25,000 or to individuals, the information required in subparagraph D may be reported in the aggregate and requires the certification of an authorized officer of the vendor or grantee that the information contained in the report is accurate.

.F Any other information requested by the State of the Iowa or required by state or federal law or regulation. Refer to Item 5 of Exhibit A of this document for detailed reporting requirements and submittal deadlines.

.G Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act were published in the Federal Register on April 1, 2009 (74 FR 14824), and once approved will be provided online at www.FederalReporting.gov.

5.9 **Department of Energy's reporting requirements.** In addition to any other reporting requirements, the Department of Energy's Federal Reporting Checklist—DOE F 4600.2—identifies the reporting requirements for this contract. SR agrees that it will comply with these reporting requirements. Refer to Item 5 of Exhibit A of this document for detailed reporting requirements and submittal deadlines.

5.10 **OMB guidance on reporting requirements.**

.A OMB Memorandum M-09-21 dated June 22, 2009, outlines the standard data elements and federal implementation guidance for complying with the reporting requirements under section 1512 of the Recovery Act. SR agrees

that it will comply with OMB Memorandum M-09-21 and timely provide the information required by that memorandum to IEDA.

.B OMB Memorandum M-10-08 dated December 18, 2009, provides updated guidance on Data Quality, Non-Reporting Recipients, and Reporting of Job Estimates. SR agrees that it will comply with OMB Memorandum M-10-08 when complying with its reporting obligations.

.C Further, SR agrees that it will comply with any other OMB memorandums or guidances concerning reporting under the Recovery Act.

5.11 **SR's failure to comply with reporting requirements.** SR's failure to comply with any of the Recovery Act reporting requirements—including, without limitation, paragraphs 5.8, 5.9, and 5.10—constitutes a material breach of this contract. In addition to any other remedy, if SR fails to comply with the reporting requirements, IEDA may withhold further payments, suspend this contract, or terminate this contract.

5.12 **Segregation of funds.** SR can use Recovery Act funds to supplement, not supplant, other federal funding. SR agrees that it will segregate obligations and expenditures of Recovery Act funds from other funds. In addition, SR must not co-mingle Recovery Act funds with other funds or use Recovery Act funds for a purpose other than that of making payments for costs allowable under the Recovery Act.

5.13 **Prohibition on use of Recovery Act funds.** SR must not use any funds made available under this contract for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects. In addition, SR must not use Recovery Act funds (a) for construction, such as construction of mass transit systems and exclusive bus lanes, for the construction or repair of buildings and structures, (b) to purchase land, a building, or structure, or any interest therein, (c) to subsidize fares for public transportation, (d) to subsidize utility rate demonstrations or state tax credits for energy conservation or renewable energy measures, or (e) to conduct or purchase equipment to conduct research, development, or demonstration of energy efficiency or renewable techniques and technologies not commercially available.

5.14 **Omitted.**

5.15 **Buy American requirement.**

.A As required by Section 1605 of the Recovery Act, SR agrees that neither SR nor its subcontractors or sub-grantees will use Recovery Act funds for a

project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. SR understands this requirement may only be waived by the applicable federal agency if the requirement is determined to be (a) inconsistent with the public interest, (b) the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities of and of a sufficient quality, or (c) inclusion of the relevant manufactured goods produced in the United States will increase the cost of the overall project by more than 25%, as set out in Section 1605 of the Recovery Act.

.B For additional information about waivers of the Recovery Act's Buy American requirement, IEDA directs SR's attention the Department of Energy's Guidance on the Buy American Provisions as Applied to Energy Efficiency and Renewable Energy Projects Funded by the American Recovery and Reinvestment Act of 2009 and Administered by the Office of Energy Efficiency and Renewable Energy dated December 17, 2009.

http://www1.eere.energy.gov/recovery/buy_american_provision.html

5.16 **Wage requirements.** As required by Section 1606 of the Recovery Act, SR agrees that all laborers and mechanics employed by contractors and subcontractors on the work funded under this contract will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor under the Davis-Bacon Act, 40 U.S.C. § 3141 et sec.

5.17 **Whistleblower protection.** SR agrees that both it and its subcontractors and sub-grantees will comply with Section 1553 of the Recovery Act. SR and its subcontractors and sub-grantees must not discharge, demote, or otherwise discriminate against any employee who discloses, in the ordinary course of the employee's duties, information the employee reasonably believes is evidence of (1) gross mismanagement of the contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial or specific damage to public health or safety related to the implementation or use of Recovery Act funds; (4) the abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grants awarded or issued relating to Recovery Act funds. Further, SR agrees that it and its subcontractors and subgrantees will post notice of the rights and remedies available under Section 1553 of the Recovery Act.

5.18 **National Environmental Policy Act (NEPA) requirements.**

.A SR cannot take any action using federal funds that would have an adverse affect on the environment or limit the choice of reasonable alternatives before the Department of Energy or IEDA provides either a NEPA clearance or a final NEPA decision about the project. If SR proceeds with activities that are not authorized for federal funding of the Department of Energy Contracting Office before the final NEPA decision, SR risks not receiving federal funding and those costs may not be recognized as allowable cost. If the contract includes construction activities, SR must submit an environmental evaluation report or evaluation notification form regarding NEPA issues before the Department of Energy or IEDA initiating the NEPA process.

.B SR agrees to manage waste generated through this project in accordance with all federal, state, and local regulatory requirements.

.C SR also agrees to submit to IEDA a solid and hazardous waste management plan before project implementation. At a minimum, the waste management plan must include:

- .1 type and estimated volume of waste that the project proponent anticipates will be generated; and
- .2 the disposal path for each waste stream (e.g., landfill disposal, recycling, reuse).

5.19 **National Historic Preservation Act.** Before expending any Recovery Act funds to alter any structure or site that are listed or eligible for listing in the National Register of Historic Places, SR must first comply with Section 106 of the National Historic Preservation Act (NHPA), consistent with the Department of Energy's 2009 letter of delegation of authority about the NHPA.

5.20 **False Claims Act.** SR agrees that it will promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, sub-grantee, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

5.21 **Non-discrimination.** SR must comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of federal financial assistance.

5.22 **Job posting requirements.** Section 1512 of the Recovery Act requires the State of Iowa to report on the jobs created and retained as a result of the stimulus

funds. SR is encouraged to post job opportunities created in connection with the projects funded in whole or in part with Recovery Act funds on the State of Iowa job opportunity website and the federal Recovery Act website, if required.

5.23 Inspection of records. SR agrees that it will permit the United States Comptroller General, or its representative or the appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 or its representative (to include DOE) (1) to examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) to interview any officer or employee of SR or any of its subcontractors or sub-grantees regarding the projects funded with Recovery Act funds.

5.24 Lobbying restrictions. By accepting funds under this contract, SR agrees that none of the funds under this contract will be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

5.25 Suspension and debarment. SR agrees that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 44 CFR Part 17, or are on the disbarred vendors list at www.epls.gov. Further, SR will notify IEDA by certified mail if SR or any of its agents become debarred, suspended, or voluntarily excluding during the term of this contract.

5.26 Flow-down requirements. SR must include the terms of this contract in any sub award or subcontract. A complete list of flow-down requirements will be provided under a separate correspondence and may be found on the IEDA resource website: <http://www.energy.iowa.gov/ARRA09/Resources.html>

6. Monitoring activities.

6.1 IEDA and DOE has the right to monitor SR's performance of this contract—including the performance of SR's subcontractors, subgrantees, or sub-recipients—to verify that SR is complying with this contract.

6.2 Monitoring activities include, but are not limited to:

- .A a 100% inspection;
- .B a random sampling;
- .C a periodic inspection;
- .D inspecting any document related to SR's performance of this contract;
- .E auditing or reviewing any documents related in any way to any payments under this contract;
- .F inspecting the work at any time;
- .G allowing its consultants, agents, or experts to examine or evaluate completed work, work in progress, payments, or any other matter related in any way to SR's performance of this contract;
- .H examining the books, ledgers, documents, papers, and records related in any way to this contract; and
- .I attending any meetings where SR discusses matters related to the performance of this contract.

7. **Termination.**

7.1 **Immediate termination by IEDA.** IEDA may immediately terminate this contract when one or more of the following events occurs:

- .A SR fails to comply with any provision of this contract that provides for immediate termination; or
- .B IEDA determines that SR made a statement, representation, warranty, or certification that is materially false, deceptive, incorrect, or incomplete.

7.2 **Termination on notice by IEDA.** Following 30 days written notice, IEDA may terminate this contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, IEDA will pay SR, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.

7.3 **Termination for cause by IEDA.** IEDA may declare SR to be in default of its obligations under this contract when any of the following events occurs:

.A SR fails to observe and perform any covenant, condition or obligation created by the contract;

.B SR fails to make substantial and timely progress toward performance of the contract;

.C SR's work product and services fail to conform with the requirements of this contract; or

.D SR's work product or services infringe on any patent, trademark, copyright, trade dress or any other intellectual property right.

7.4 **Notice of default.** If there is a default event that SR can cure, IEDA must provide written notice to SR requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, IEDA may:

.A immediately terminate the contract without additional written notice; or

.B enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, IEDA may seek damages due to the breach or failure to comply with the terms of the contract.

7.5 **Termination by IEDA due to lack of funds or change in law.** Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, IEDA may terminate this contract without penalty by giving 60 days written notice to SR if any of the following occurs:

.A the legislature or governor fails to appropriate funds sufficient to allow IEDA to operate as required and to fulfill its obligations under this contract;

.B if funds are de-appropriated or not allocated;

.C if the federal government reduces or eliminates the federal grant;

.D if IEDA's authorization to operate is withdrawn or there a material alteration in the programs administered by IEDA;

.E if IEDA's duties are substantially modified.

7.6 **SR's remedies if IEDA terminates the contract due to lack of funds or change in law.** If IEDA terminates this contract due to lack of funds or change in law as provided above, SR's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

7.7 **SR's duties on termination.** When SR receives IEDA's notice of termination for any reason allowed under this contract, SR must:

.A cease all work under this contract except any work that IEDA directs SR to perform;

.B comply with IEDA's instructions for the timely transfer of any active files and related work product; and

.C cooperate in good faith with IEDA during the transition period between the notification of termination and the substitution of any replacement contractor.

7.8 **Set off.** Should IEDA obtain a money judgment against SR because of a default under this contract, SR consents to such judgment being set off from moneys owed SR by the State of Iowa or any other agency of the State of Iowa under any other contract.

8. **Indemnification.**

8.1 **SR's indemnification of IEDA.** SR must indemnify the State of Iowa and IEDA from any and all liabilities, damages, settlements, judgments, costs and expenses, related to or arising from:

.A SR's violation of this contract;

.B SR's negligent acts or omissions;

.C SR's performance or attempted performance of this contract;

.D SR's failure to comply with all local, state and federal laws and regulations;
or

.E SR's failure to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by SR to conduct business in the State of Iowa.

8.2 **Survives termination.** All indemnification obligations imposed by this section survive the termination of this contract.

9. **Insurance.** SR agrees to procure and maintain insurance required to protect any work funded in whole or in part under this contract.

10. **Fiscal procedures.**

10.1 **SR's accounting system.** SR represents that its accounting system is adequate to comply with this contract.

10.2 **Audit exceptions.** If an authorized federal or state audit takes exception to the services provided under this contract for which federal or state reimbursement has been paid, SR must refund the reimbursement if the audit exception is due to the SR's error. If the audit exception is due solely to the Department's error, the Department is responsible for the reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.

11. **Compliance with laws.**

11.1 **In general.** SR must comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing services under this contract. SR represents that it has complied with all federal, state, and local laws regarding any business permits and licenses that may be required to carry out the work to be performed under this contract.

11.2 **Compliance with anti-discrimination laws.**

.A SR must comply with all laws applicable to the prevention of discrimination in employment.

.B In addition, SR, as a sub-recipient of a federal grant, must comply with all laws prohibiting discrimination on the basis of race, color, national origin, age, religion, sex, or disability in the delivery of services or benefits.

11.3 SR agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

12. **Certification.** By signing this contract, SR certifies that it will comply with all applicable federal and state laws including, without limitation, the Recovery Act. This certification is a material representation of act upon which IEDA is relying when entering into this contract. A false certification constitutes a material breach of this contract.

13. **Contract administration.**

13.1 **Amendments.** No supplement, modification, or amendment of this contract will be binding unless it is in writing and signed by both parties.

13.2 **Third parties.** This contract has no third party beneficiaries; it benefits only IEDA and SR.

13.3 **Assignment and delegation.** No party may assign, transfer, or convey in whole or in part this contract without the prior written consent of the other party. For purposes of this clause, a transfer of a controlling interest in SR constitutes an assignment.

13.4 **Choice of law and forum.** Iowa law governs this contract without regard to its choice-of-law provisions. Notwithstanding the above, in the event the SR is a state-level agency in Iowa and the dispute cannot be resolved after a reasonable negotiation, the parties shall, pursuant to Iowa Code section 679A.19, submit the dispute to a board of arbitration of three members. The board of arbitration shall be composed of one member appointed by IEDA, one member appointed by the SR and one member appointed by the governor. The decision of the arbitration board shall be final.

13.5 **Representations.** Each party represents to the other that:

.A It has the right, power, and authority to enter into and perform its obligations under this contract.

.B It has taken all requisite action (corporate, statutory, or otherwise) to approve the execution, delivery, and performance of this contract.

.C This contract constitutes a legal, valid, and binding obligation on itself in accordance with its terms.

13.6 **Integration.** This contract constitutes the entire agreement between the parties and none of the parties are relying on any representations that may have been made that are not included in this contract.

13.7 **Not a joint venture.** Nothing in this contract creates the relationship of a partnership, joint venture, or other association of any kind, or agent and principal relationship between the parties. Each party is an independent contractor to the other contracting for services and acting toward the mutual benefits derived from this contract. No party, unless otherwise specifically authorized in this contract, has the authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or be binding on another party to this contract.

13.8 **Obligations beyond the term of this contract.** This contract will remain in full force and effect to the end of the specified term or until terminated or canceled under this contract. All obligations of the parties incurred or existing under this contract as of the expiration, termination, or cancellation will survive the termination or cancellation of this contract.

13.9 **Supersedes former agreements.** This contract supersedes all prior contracts between IEDA and SR for the services provided under this contract.

13.10 **Waiver.** No waiver of any term of this contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless it signed in writing by the waiving party.

13.11 **Notices.** Whenever this contract requires a party to send notice or other communication to the other party, the notice must be in writing and must be delivered personally or sent by certified or registered mail, or by overnight courier, postage prepaid, to the addresses identified in the Term Sheet. A notice is effective either (1) on the day of personal delivery, or (2) two days after the date of mailing, whichever is earlier.

13.12 **Severability.** If any term of this contract is for any reason invalid or unenforceable, the rest of the contract remains fully valid and enforceable.

13.13 **Cumulative rights.** The various rights, powers, options, elections, and remedies of any party in this contract are cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains unremedied, unsatisfied, or undischarged.

13.14 **Time is of the essence.** Time is of the essence with respect to the performance of the terms of this contract.

13.15 **Successors in interest.** This contract binds and inures to the benefit of all parties and their successors, assigns, and legal representatives.

13.16 **Record retention and access.** SR must maintain books, records, and documents that sufficiently and properly document and calculate all charges billed to IEDA throughout the term of this contract for a period of at least 5 years following the date of final payment or completion of any required audit, whichever is later. SR must permit the Auditor of the State of Iowa or any authorized representative of the State of Iowa and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of SR relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract. SR must not impose a charge for audit or examination of SR's books and records.

The parties are signing this contract on the date stated in the Term Sheet.

IOWA ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Deborah V. Durham, Director

CITY OF AMES

By: _____
Ann Campbell, Mayor

APPROVED AS TO FORM

Douglas R. Marek
City Attorney

TERM SHEET

1. **Sub-recipient.** City of Ames is the Sub-recipient (SR). SR is a State of Iowa Municipal Corporation.

2. **Date of signing contract.** The parties have signed this contract on _____, 2012.

3. **Term.** The term of this contract is from June 4, 2012, through August 31, 2012, unless the contract is terminated in accordance with this contract.

4. **Notice addresses.** Whenever this contract requires a party to send notice or other communication to the other, the party must send that notice to following addresses:

If to IEDA: Iowa Economic Development Authority
Attn: SEP Program Manager
200 East Grand Avenue
Des Moines, IA 50309

If to SR: City of Ames
Attn: Brian Phillips, Project Coordinator
515 Clark Avenue
Ames, Iowa 50010

E-mail Address: b.phillips@city.ames.ia.us
Phone Number: 515-239-5101

EXHIBIT A

DESCRIPTION OF THE PROJECT AND AWARD BUDGET

TO STATE ENERGY GRANT SUB-RECIPIENT CONTRACT

DESCRIPTION OF THE PROJECT AND AWARD BUDGET

1. General

Name of SR: City of Ames

Address: 515 Clark Avenue
Ames, IA 50010

County: Story County

Project Title: Energy Efficiency Retrofits

Contract # SEP 11- 45093

2. Project Description/Scope of Work:

SR will install three 40 HP premium efficiency vertical hollow shaft (VHS) motors and ancillary equipment in city groundwater wells.

SR will replace 148 lights at the Resource Recovery System with 143 new LED lights and fixtures.

SR will replace three heat pumps at the Electric Distribution Facility with high efficiency units of 15 SEER and 9 HSPF or greater.

3. Award amount: \$63,000 **Match Amount:** \$ 63,000

Type Award: Grant

Project Start Date: June 4, 2012

Project Completion Date: August 31, 2012

4. Financial Procedures and payment schedule:

a. Payment and invoicing procedures: IEDA will pay SR consistent with the payment schedule identified below and paragraph 4 of this contract. To be paid, SR must provide IEDA with an invoice, a GAX form, and a progress report. Verification that the expenditure of matching funds is proceeding as planned must be included with the submittal.

5. Performance Measures, Acceptance Criteria and Payment Schedule:

Task	Completion Date	Performance Measures	Acceptance Criteria
Measures in place to comply with contract requirements	June 30, 2012	Document the SR has measures in place to comply with NEPA, NHPA, Davis-Bacon Act, Buy American Act, and has completed a waste management plan.	Waste management plan, NEPA, NHPA, Buy American*, and Davis-Bacon requirements met. No adverse effect to historic property.
Complete bid specifications	June 30, 2012	Bid documents completed.	Bid documents completed.
Purchase equipment	July 30, 2012	Equipment ordered.	American-made equipment delivered to site.
Installation	July 30, 2012	SR will install three 40 HP premium efficiency VHS motors and ancillary equipment in city groundwater wells. SR will replace 148 lights at the Resource Recovery System with 143 new LED lights and fixtures. SR will replace three heat pumps at the Electric Distribution Facility with high efficiency units of 15 SEER and 9 HSPF or greater.	Equipment installed per code and industry standard. System must be operational and inspected.
Final Report	August 31, 2012	Final report completed.	All documentation submitted to IEDA. See Section 6b below for final report requirements.

**Some products are exempt from the Buy American provisions; please refer to the following website: www.energy.iowa.gov or http://www1.eere.energy.gov/recovery/buy_american_provision.html for a complete listing of approved categorical exemptions.*

Payment will be based on a cost reimbursement schedule with invoices and match documentation provided. The final payment invoice will be provided within 30 days after the project end date of August 31, 2012.

6. Recovery Act compliance.

a. Compliance with Davis-Bacon.

- The Davis-Bacon Act wage decision for the county or counties in which construction occurs will correspond to the effective date of this contract. IEDA will provide the general decision number and wage decision to the SR. The wage decision that is in effect at the time of the effective date of this contract, will remain throughout the entire term of this contract. Current and archived wage decisions can be found at: <http://www.wdol.gov/dba.aspx#0>
- Each Friday of each week during construction, all SRs must submit a Weekly Certified Payroll on a Form WH347 to IEDA at <https://www.iowagrants.gov/index.do>
- In addition, non-governmental SRs must submit the originally signed certified payroll to the Iowa Economic Development Authority each week.
- Governmental SRs must retain the original, signed weekly form. The file must be available for review for a period of three years from project completion.

b. Compliance with Recovery Act reporting requirements.

- SR must provide monthly Recovery Act progress reports at <https://www.iowagrants.gov/index.do> no later than the 25th day of the month for each year of this contract. In addition to any other requirements, each progress report must include the following information for the preceding month:
 1. Cumulative number of individuals compensated for any amount of work during the time period;
 2. Updated project progress to include accomplishments or setbacks;
 3. Updated development timelines;
 4. Quantification of performance measures achieved.
- SR must provide quarterly Recovery Act progress reports at <https://www.iowagrants.gov/index.do> no later than December 26, March 25, June 25, and September 25 of each year of this contract. In addition to any other requirements, each progress report must include:
 1. Jobs created through both Recovery Act funds and non-federal funds;
 2. Cumulative number of individuals compensated for any amount of work during the time period;
 3. Updated project progress to include accomplishments or setbacks;
 4. Updated development timelines;

5. Quantification of performance measures achieved;
 6. Receipts and invoices for reimbursements.
- SR must provide a final report to IEDA upon completion of the project. SR must send the final report to <https://www.iowagrants.gov/index.do>. Among other things, the final report must include:
 1. A synopsis of the completed project;
 2. Job creation/retention statistics;
 3. Before/during/after photo documentation;
 4. Performance measures achieved;
 5. Quantification of energy saving and cost saving results to date;
 6. Quantification of energy saving and cost saving projections for the next three calendar years;
 7. Construction punchlist, commissioning reports, and other technical project evaluations resulting from project implementation;
 8. Financial information;
 9. Any other information requested by IEDA.
 - SR agrees to provide IEDA with long term project implementation results as requested following the closure of the project account as necessary to document the ongoing benefits associated with the completion of this project.

c. Table summarizing reporting deadlines.

Report	Due no later than
Weekly Certified Payroll (Form WH347):	6:00 p.m. each Friday of each week during construction
Monthly Recovery Act and Progress Reports:	The 25 th day of every month of this contract
Quarterly Recovery Act, Progress, and Invoice Reports:	March 25, June 25, September 25, and December 26 of each year of this contract
Final Report:	30 days after project completion

d. IEDA’s receipt of reports is no waiver.

By receiving any report, IEDA does not waive its ability to challenge any report for failing to comply with this contract at a later date, nor does IEDA’s receipt of a report waive any remedy it may have against SR for the report failing to comply with this contract.

COUNCIL ACTION FORM

SUBJECT: BIG BROTHERS/BIG SISTERS OF CENTRAL IOWA 2012/13 ASSET CONTRACT

BACKGROUND:

During the ASSET process, several questions were raised about the services proposed by Big Brothers/Big Sisters of Central Iowa. The mentoring services that Big Brothers/Big Sisters provides were not presented in a way that gave staff a clear idea of what was service was being purchased. ASSET staff met with Big Brothers/Big Sisters several times to discuss the units of service that would be billed, the resources needed by the agency to provide the service, and whether the funders would be billed for services supplementary to mentoring, such as substance abuse education. During the ASSET allocations, the funders set aside placeholder amounts for 2012/13, with contracts to be issued once these issues were resolved. The City's allocated amount was \$12,500 for Community-Based Mentoring.

Big Brothers/Big Sisters has agreed to provide their billing in a unit of service that is acceptable to ASSET staff. ASSET Staff has also clarified that programs such as substance abuse education, which is a separately-funded ASSET program, do not qualify as mentoring visits.

Staff is now satisfied that the questions have been answered and that the cost of the service to the City is an appropriate amount.

ALTERNATIVES:

1. Approve a 2012/13 ASSET contract with Big Brothers/Big Sisters in the amount of \$12,500.
2. Do not approve an ASSET contract with Big Brothers/Big Sisters.

MANAGER'S RECOMMENDED ACTION:

Staff believes that Big Brothers/Big Sisters has provided adequate information regarding how the mentoring program will be delivered to satisfy ASSET's concerns.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving a 2012/13 ASSET contract with Big Brothers/Big Sisters in the amount of \$12,500.

COUNCIL ACTION FORM

SUBJECT: 2012/13 ASSET CONTRACT FOR AMERICAN RED CROSS

BACKGROUND:

During the ASSET allocation process for 2012/13, staff recommended holding the contract for American Red Cross. Funding was sequestered until more information could be received about how Red Cross planned to provide services in the area.

Service	Amount Sequestered
Disaster Services	\$12,000
Health and Safety Training	\$1,980
TOTAL	\$13,980

A concern raised during the budget process was that the hours of operation of the Lincoln Way chapter office have been greatly reduced. The Red Cross has undergone a national reorganization that coordinates disaster services and training out of regional offices. It was unclear to ASSET staff and volunteers during budget time how the service level could remain the same given this reorganization. Due to this uncertainty, the funding recommendations made by the volunteers were considerably lower than Red Cross's requests.

ASSET staff has had several meetings with Red Cross staff since the allocations in January. We have recently received more detailed information about the number of courses and disaster services provided and to whom. Despite a reduction in hours at the chapter office, Red Cross has provided many classes in alternate locations in Ames to better cater to those taking the courses. **Staff is satisfied that Red Cross has answered the questions raised about their service delivery, and is now prepared to issue a contract.**

ALTERNATIVES:

1. Approve the 2012/13 ASSET contract with American Red Cross for \$13,980.
2. Do not approve a contract with American Red Cross

MANAGER'S RECOMMENDED ACTION:

Staff believes the American Red Cross has provided the information needed to issue a contract for 2012/13. Staff will continue to work with American Red Cross through the ASSET process to ensure that services will be delivered effectively to Ames residents. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the 2012/13 ASSET contract with American Red Cross for \$13,980 ,which is the amount approved by the City Council in February.

ITEM: 14
DATE: 06-26-12

COUNCIL ACTION FORM

SUBJECT: 5TH STREET CLOSURE FOR REPAIR OF WATER VALVE

BACKGROUND:

With recent work in the Downtown area the Public Works Department has found a valve in need of repair at the intersection of 5th Street and Clark Ave. The repair of this water main will require the closure of 5th Street west of Clark Avenue to allow crews the ability to complete the repair. It is anticipated that the repair will take two days of closure to allow for the repair of the water valve and to replace the street.

The Municipal Code requires City Council to approve temporary closures of those streets that are classified as Arterials, or are active CyRide routes, which is the case with 5th Street.

With the large amount of special events in the Downtown area it will be important for staff to coordinate with those activities. **Therefore, it is recommended that City Council delegate to staff the ability to administratively close 5th Street west of Clark Avenue.** Staff will coordinate the placement of all appropriate temporary traffic control measures, and will also work with the City's Public Relations Officer to notify the public throughout the duration of the project.

ALTERNATIVES:

1. Delegate to staff the ability to administratively approve the closure of 5th Street west of Clark Avenue to repair a water valve.
2. Direct staff to find an alternate to conduct the repairs.

MANAGER'S RECOMMENDED ACTION:

By granting staff the ability to administratively close 5th Street, City Council would be facilitating the best possible coordination between the City and the Downtown for the repair. It will provide the flexibility needed to minimize the potential impacts to the citizens of Ames.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby delegating to staff the ability to administratively approve the closure of 5th Street west of Clark Avenue to repair a water valve

COUNCIL ACTION FORM

**SUBJECT: 2011/12 COLLECTOR STREET PAVEMENT IMPROVEMENTS –
 RIDGEWOOD AVENUE (13TH STREET TO 16TH 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 Ridgewood Avenue from 13th Street to 16th Street. Staff held a public meeting for the project and met with Ames Community School District staff to obtain input regarding the project timing and staging. The official signed detour for the project for south bound traffic will be from Ridgewood east to Northwestern on 16th Street, from 16th Street south to 13th Street on Northwestern. The northbound will north on Northwestern to 16th Street then west on 16th Street to Ridgewood.

This project is being bid with a base bid plus an alternate for an asphalt pavement section or a concrete pavement section. The project will be awarded based on the lowest cost of the base bid plus one of the pavement alternates.

City Council has previously referred to staff a traffic calming analysis for this neighborhood. The Traffic Engineer is completing a staff report to be brought to Council in the near future for all three locations referred for analysis. Initial indications are that this neighborhood may benefit from traffic calming measures that would be installed separately from this roadway project.

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; 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 (This Project)	\$641,532.50	\$707,485		0	\$707,485
Ash Avenue (Under Contract)	\$1,161,811	\$200,000	\$80,000	\$1,060,000	\$1,340,000
Engineering/Admin	\$450,000	\$500,000			\$500,000
Total	\$2,744,358.50	\$1,898,500	\$80,000	\$1,060,000	\$3,038,500

ALTERNATIVES:

1. Approve plans and specifications for the 2011/12 Collector Street Pavement Improvements - Ridgewood Avenue (13th Street to 16th Street), by establishing July 18, 2012, as the date of letting and July 24, 2012, as the date for report of bids.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

By approving plans and specifications and setting the letting date, it will be possible to move forward with the rehabilitation of Ridgewood Avenue during the 2012/13 construction season. Delay of approval could delay the reconstruction for another year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving plans and specifications for the 2011/12 Collector Street Pavement Improvements -), Ridgewood Avenue (13th Street to 16th Street), by establishing July 18, 2012, as the date of letting and July 24, 2012, as the date for report of bids.

COUNCIL ACTION FORM

SUBJECT: 2011/12 STORM SEWER IMPROVEMENT PROGRAM – COUNTRY CLUB BOULEVARD (KILDEE STREET & PEARSON AVENUE)

BACKGROUND:

This annual program is to repair or replace deteriorated storm sewer pipes and intakes. Areas of concentration for storm sewer repairs will be those locations programmed for street improvements and those areas where structural deficiencies were identified.

This project location is Country Club Boulevard at the intersection of Kildee Street and Pearson Avenue. During heavy rain events, this area tends to experience insufficient drainage due to deteriorated storm sewer at the intersection which causes storm water to come up out of the intakes and manholes. The storm sewer size in this area is being increased to accommodate flows and the connected intakes and manholes will be replaced.

Due to the location of the existing storm sewer, one street tree in the boulevard might need to be removed to accommodate construction. Staff will post the tree for removal, remove the tree, and replace it once the project is complete.

Plans and specifications for the project have been completed by staff with a construction estimate of \$55,700. Costs for engineering and construction administration are estimated to be \$8,500 bringing the total cost for this project to \$64,200. Funding for this project was identified in the 2011/12 Storm Sewer Improvement Program in the amount of \$250,000 from the Storm Sewer Utility Fund. To date, this funding has also been used for engineering and administration of potential HMGP flood mitigation projects in the amount of \$37,300.

ALTERNATIVES:

1. Approve plans and specifications for the 2011/12 Storm Sewer Improvement Program – Country Club Boulevard (Kildee Street & Pearson Avenue), by establishing July 18, 2012, as the date of letting and July 24, 2012, as the date for report of bids.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

By approving plans and specifications and setting the letting date, it will be possible to move forward with the rehabilitation of the storm sewer during the 2012 construction season. Delay of approval could delay the reconstruction by at least one year. Construction will be coordinated around Iowa State home football games.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving plans and specifications for the 2011/12 Storm Sewer Improvement Program – Country Club Boulevard (Kildee Street & Pearson Avenue), by establishing July 18, 2012, as the date of letting and July 24, 2012, as the date for report of bids.

COUNCIL ACTION FORM

SUBJECT: 2012/13 COLLECTOR STREET PAVEMENT IMPROVEMENTS – MEADOWLANE AVENUE (13TH STREET TO CARR DRIVE) AND 2012/13 PARKS AND RECREATION FACILITY IMPROVEMENTS (CARR POOL & POOL DECK DEMOLITION)

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 2012/13 program location is Meadowlane Avenue (13th Street to Carr Drive).

This project includes the replacement of the existing street with concrete pavement, driveway approaches and upgraded pedestrian facilities to meet the current federal regulations. Staff held a public meeting to obtain input on staging, construction timing and special access needs.

The project also includes the 2012/13 Parks and Recreation Facility Improvements (Carr Pool deck and pool demolition). Plans and specifications for this work were coordinated with Parks and Recreation Staff and Snyder & Associates of Ankeny, Iowa. The costs associated with this work are estimated at \$71,880. Funding is shown in the 2012/13 CIP in the amount of \$80,000.

Plans and specifications for the street project have been completed by Staff with a construction estimate of \$1,049,894. Costs for engineering and construction administration are estimated to be \$160,000, bringing the total cost for this project to \$1,209,894. Funding for this project was identified in the 2012/13 CIP in the amount of \$1,250,000 from General Obligation Bonds.

ALTERNATIVES:

1. Approve plans and specifications for the 2012/13 Collector Street Pavement Improvements - Meadowlane Avenue (13th Street to Carr Drive) and the 2012/13 Parks and Recreation Facility Improvements (Carr Pool deck and pool demolition), by establishing July 18, 2012, as the date of letting and July 24, 2012, as the date for report of bids.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

By approving plans and specifications and setting the letting date, it will be possible to move forward with the rehabilitation of Meadowlane Avenue during the 2012/13 construction season. Delay of approval could delay the reconstruction by at least one year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving plans and specifications for the 2011/12 Collector Street Pavement Improvements - Meadowlane Avenue (13th Street to Carr Drive) and the 2012/13 Parks and Recreation Facility Improvements (Carr Pool deck and pool demolition), by establishing July 18, 2012, as the date of letting and July 24, 2012, as the date for report of bids.

COUNCIL ACTION FORM

**SUBJECT: PURCHASE OF SOFTWARE MAINTENANCE FROM
SUNGARD PUBLIC SECTOR**

BACKGROUND:

Sungard Public Sector is the City's software vendor for the integrated financial, utility billing, building permits, and citation management applications. The City contracts with the vendor on an annual basis for maintenance services. Sungard Public Sector is the sole provider of maintenance for these software applications. The approved FY 2012/13 Budget includes \$90,067 for this software maintenance.

Included in the software maintenance contracts are 24-hour programming support, software upgrades on all applications throughout the year, and eligibility to participate in the annual Sungard Users' Group meeting where software enhancements are requested and formalized for the next year. Current actual maintenance cost quoted for the FY 2012/12 maintenance contract is \$83,620.80. Staff is requesting authorization in the budgeted amount of \$90,067 to provide authorization to fund software maintenance by modifying the contract for any software additions or changes made during the year that may increase the contract amount without coming back to Council for an additional waiver and contract authorization.

The City's adopted purchasing policies normally require that bids be solicited for this type of service. In this case, however, the software is proprietary; and Sungard Public Sector is the only firm licensed to provide software maintenance. It is thus appropriate for the Council to waive the City's formal bidding requirements and authorize this sole-source purchase.

ALTERNATIVES:

1. Waive formal bidding requirements and authorize staff to enter into FY 2012/13 software maintenance contracts with Sungard Public Sector at an estimated cost of \$90,067.
2. Waive formal bidding requirements and authorize City staff to enter into FY 2012/13 software maintenance contracts with Sungard Public Sector at a cost of \$83,620.80.
3. Do not authorize continuing software maintenance contracts with Sungard Public Sector.

MANAGER'S RECOMMENDED ACTION:

Sungard Public Sector is the sole provider of the maintenance services for the City's integrated financial, utility billing, building permits, and citation management software. The agreement for these applications includes software maintenance. Software maintenance is required to continue service delivery for the City and to keep these systems up-to-date.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby waiving formal bidding requirements and authorizing City staff to enter into FY 2012/13 software maintenance contracts with Sungard Public Sector at an estimated cost of \$90,067.

COUNCIL ACTION FORM

**SUBJECT: TOP O' HOLLOW TRANSFORMER LOAD TAP CHANGER
 INSTALLATION**

BACKGROUND:

This project is for the installation of a City supplied transformer load tap changer (LTC) at the Top O' Hollow substation. Transformer LTC's are needed to regulate distribution feeder voltage at the substation. LTC's have many moving mechanical parts that require regular, routine maintenance. Over time these mechanisms require more extensive work and the entire mechanism must be replaced or refurbished. This project involves the replacement of the Top O' Hollow substation LTC with a fully refurbished unit. It is important to replace this LTC to avoid a catastrophic failure, since LTC failures have been known to result in extensive damage to the transformer.

This work requires that the substation transformer be removed from service, which in turn will require switching the feeder loads served by the transformer to other substations. While Electric Services typically has adequate staffing capacity to allow for planned outages of this kind, it is desirable to minimize exposure of the electric system to a second outage possibility through the use of a contracted service provider that is well prepared to complete this work. This will assure competent completion of the installation and minimize the period of time that the transformer is out of service.

On April 25, 2012, the bid document was issued to twenty potential bidders. The project was also advertised on the Current Bid Opportunities section of the Purchasing webpage and was sent to three plan rooms. On May 24, 2012, eight bids were received:

Bidder:	Bid Price	Sales and/or Use taxes (7%) included	Evaluated Total*
Jordan Transformer LLC Jordan, MN	\$9,327.00	Not Licensed	\$9,327.00
Utilities Plus Energy Services, Inc Elk River, MN	\$12,884.00	\$778.07	\$12,884.00
Delta Star, Inc. Lynchburg, VA	\$21,500.00	Not Licensed	\$21,500.00
SPX Transformer Solutions, Inc. Waukesha, WI	\$25,305.50	\$1,655.50	\$25,305.50
Eaton Corporation Urbandale, IA	\$28,198.00	plus taxes	\$28,198.00
National Electrical Systems, Inc Boonville, NY	\$35,343.00	Not Licensed	\$35,343.00
Southwest Electric Company Nashville, TN	\$39,140.00	Not Licensed	\$39,140.00
North American Substation Services LLC Altamonte Springs, FL	\$44,700.00	Not Licensed	\$44,700.00
* Evaluated Total is less Iowa Sales Tax since majority of Bidders are not licensed to collect..			

Staff concluded that the apparent low bid submitted by Jordan Transformer LLC, Jordan, MN, in the amount of \$9,327.00 is acceptable. Since Jordan Transformer is not licensed to collect sales taxes for the State of Iowa, the City will pay applicable Iowa Sales Taxes directly to the State of Iowa.

Funding is available from the approved FY 2012/13 Electric Services budget, which contains \$120,000 for Minor Distribution Substation Improvements.

ALTERNATIVES:

1. Award a contract to Jordan Transformer LLC, Jordan, MN, for the Top O' Hollow Transformer LTC Installation in the amount of \$9,327.00, with applicable sales taxes to be paid directly by the City to the State of Iowa.
2. Reject all bids and delay the Top O' Hollow transformer LTC installation.

MANAGER'S RECOMMENDED ACTION:

This project will address the need to replace the Top O' Hollow Substation LTC, which is necessary in order to regulate distribution feeder voltage. It is crucial to have this work done to avoid a much more expensive transformer failure in the event of an LTC failure.

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



Memo

City Clerk's Office

TO: Mayor and Members of the City Council

FROM: City Clerk's Office

DATE: June 22, 2012

SUBJECT: Contract and Bond Approval

There are no Council Action Forms for Item Nos. 20 through 23. Council approval of the contract and bond for these projects is simply fulfilling a *State Code* requirement.

/jlr

COUNCIL ACTION FORM

SUBJECT: AMES INTERMODAL FACILITY CHANGE ORDER TO ADD BIKE PATH THROUGH ISU ARBORETUM

BACKGROUND:

One desired element of the Ames Intermodal Facility project is an extension of the bike path currently constructed on the site west through Iowa State University's Arboretum to connect with the existing bike path on State Avenue. A map of the alignment for this bike path extension is attached.

The bike path extension was originally included in the bid package as a \$285,000 bid alternate, but was not accepted upon execution of the contract due to budget concerns at that time. Staff has now determined that grant funding is available to complete the bike path, and has prepared Change Order #44 to accomplish this. The change order cost is \$304,906, which is a 7.9% increase over the original bid alternate price. This estimate has been determined by the architect to be an appropriate cost.

The Federal Transit Administration (FTA) has indicated that the bike path extension is an addition to the project they would like to see included. Additionally, they have indicated a desire to have the TIGER grant completed, with 100% of its funds expended, by this fall if possible. Therefore, an expeditious decision and possible construction is required.

The City Council has approved Change Orders #1-42 for the Intermodal Facility totaling \$248,162. The following is a consolidated summary of the remaining funds and expenses:

<u>Funds and Expenses Overview</u>	<u>Dollars</u>
Remaining Construction Contingency	\$328,666
Estimated State Sales Tax Refund for the project	<u>\$225,000</u>
<i>Total Remaining Funds for the project</i>	<i>\$553,666</i>
Pending Change Order #43-Bank stabilization	\$10,961
Bike Path Change Order #44 Request	\$304,906
Other pending Change Orders Estimated	<u>\$69,711</u>
<i>Total Pending Change Orders</i>	<i>\$385,578</i>
<i>Unused Funds after Change Orders</i>	<i>\$168,088</i>

The Transit Board of Trustees will consider Change Order #44 for the bike path extension at their June 25 meeting. Their decision and recommendation for action will be shared with the City Council at the Council meeting on June 26.

If Change Order #44 is approved, the total Ames Intermodal Facility construction contract with Weitz Company will increase from \$7,363,162 to \$7,679,029.

ALTERNATIVES:

1. Approve proceeding with Change Order #44 for the addition of the bike path extension through ISU's Arboretum at a cost of \$304,906.
2. Do not add the bike path to the Ames Intermodal Facility project and return unused federal dollars.

MANAGER'S RECOMMENDED ACTION:

This extension of the bike path will provide a community-desired connection with the Intermodal Facility and will enhance the City's bike path system. Adequate grant funding from the Federal Transit Administration is available to add the bike path extension to the project.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving proceeding with Change Order #44 for the addition of the bike path extension through ISU's Arboretum at an estimated total cost of \$304,906.

COUNCIL ACTION FORM

**SUBJECT: POWER PLANT CHEMICAL TREATMENT SERVICES AND SUPPLIES
CONTRACT RENEWAL**

BACKGROUND:

This contract is for the chemicals and services used in the treatment of the boilers, cooling tower, coal yard, and ash ponds at the Power Plant. The scope of work includes supplying a range of chemicals, technical expertise in boiler chemistry and analysis, the ability to train Power Plant staff in maintaining the system, and detailed monitoring and analysis of the boilers to ensure they are safeguarded against damage. All of this is essential for the operation of the Power Plant.

On June 23, 2009, City Council awarded a contract to ChemTreat, Inc., Glen Allen, VA, for chemical treatment services and supplies for FY 2009/10. That contract was in an amount not-to-exceed \$250,000. Included in the original contract were terms for five optional twelve-month renewal periods.

The FY 2012/13 operating budget for Electric Production includes \$224,000 for the chemicals and services to be supplied under this contract. Payments will be calculated on unit prices proposed for chemicals and services actually delivered and accepted by the Power Plant. Council should note that this is the third renewal out of five maximum.

The FY 2012/13 contract renewal with ChemTreat, Inc., includes nine chemicals that will have unit price increases. It is expected that the overall impact of these increases will be approximately 4.2%, which equates to \$8,750.

ChemTreat blends the vast majority of the chemicals used in our Plant, allowing for very specialized adjustments to be made to the chemicals to meet our specific needs. Some of the raw material prices are escalating. Electric Services staff reviewed the proposed increases and found them to be acceptable based on comparable market prices.

ALTERNATIVES:

1. Approve the contract renewal with ChemTreat, Inc., Glen Allen, VA, for chemical treatment services and supplies for the one-year period from July 1, 2012, through June 30, 2013. Actual payments will be calculated on unit prices proposed for chemicals and services actually delivered and accepted by the Power Plant in an amount not to exceed \$224,000.
2. Do not renew the agreement and instruct staff to seek new competitive proposals.

MANAGER'S RECOMMENDED ACTION:

It is essential for the Power Plant to receive chemicals and related treatment services at the lowest possible cost consistent with the quality required to maintain Plant operations. It is also important to lock in prices and accountability with key contractors. By choosing alternative No. 1, the Plant will be able to continue achieving these goals. ChemTreat has provided the City with excellent service this past year.

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

Proposed Chemical Pricing for City of Ames, Iowa Power Plant for Contract Year July 1, 2012 through June 30, 2013

	ChemTreat Product Name	Current ChemTreat \$ / Pound	Proposed ChemTreat \$ / Pound	Estimated increase based upon average annual use and current inventory for new contract year
Boiler Function				
Neutralizing Amine	BL-1513	\$ 1.98	\$ 2.48	0
Oxygen Scavenger	BL-1260	\$ 2.38	\$ 2.88	0
TriSodium Phosphate	B-145	\$ 4.21	\$ 4.84	0
MonoSodium Phosphate	B-144	\$ 5.94	\$ 6.24	\$ 30.00
Internal Dispersant	BL-1354	\$ 1.50	\$ 1.72	\$ 125.40
DiSodium Phosphate	B-142	\$ 6.37	\$ 6.95	0
Tower Function				
Iron & Manganese Dispersant	CL-4075	\$ 2.69	\$ 2.69	
Deposit Control Polymer	CL-4428	\$ 1.40	\$ 1.54	\$ 4,838.77
Bio-Dispersant	CL-450	\$ 1.35	\$ 1.60	\$ 1,893.00
Azole for Yellow Metals	CL-4121	\$ 2.48	\$ 2.68	\$ 467.60
Hospital Evaporator				
Neutralizing Amine	BL-1513	\$ 1.98	\$ 2.48	0
Oxygen Scavenger	BL-1258	\$ 1.39	\$ 1.39	0
Boiler AntiFoam	BL-197	\$ 2.53	\$ 2.53	0
Phosphate / Sludge Dispersant	BL-1770	\$ 1.60	\$ 2.20	0
Coal / Ash Treatment				
Calcium Dispersant - Ash Treatment	CL-4355	\$ 0.71	\$ 0.81	\$ 886.80
Ash Flocculation - Ash Treatment	P-835E	\$ 2.85	\$ 3.33	\$ 40.32
Coal Dust Suppression	CT-9040	\$ 2.54	\$ 2.70	\$ 368.00
RO Pretreatment				
RO Dechlorination Pretreatment	RL-124	\$ 0.99	\$ 1.05	0
RO Antiscalant	CT-9005	\$ 2.56	\$ 2.71	0
Cooling Water (Closed Loop)	CL-2871	\$ 3.01	\$ 3.19	\$ 96.84
Dechlorination of Tower Blowdown	RL-124	\$ 0.99	\$ 1.05	0
				\$ 8,746.73

COUNCIL ACTION FORM

SUBJECT: POWER PLANT BOILERS REPAIR AND MAINTENANCE CONTRACT RENEWAL

BACKGROUND:

The Electric Utility has two coal-fired, high-pressure steam generation units within the City's Power Plant, referred to as Unit No. 7 and Unit No. 8. These units require regular professional maintenance and repair. This consists of both emergency and planned repairs and service. The repair of the boilers on these generation units requires professional trade crafts such as boilermakers, steam/pipe fitters, and millwrights. The crafts are certified to install and repair high-pressure vessel and tube equipment and other apparatus of the boiler units. The most important aspect of this work is to provide the dependable, high pressure certified welds required by State Code.

The City's emergency boiler repair procedure, prior to 2006, was to call in contractors to perform the necessary repairs when needed. This often left the City exposed to market forces. Staff would seek quotes for these specific tasks. The extent of work required was not known until the boiler was shut down and inspected.

This process now involves identification of qualified professional firms that can handle the needs of the Power Plant, respond to emergencies within a reasonable time frame, and deliver services at the lowest possible cost to the City. One of the goals of a long-term contract is to reduce costs by securing rates for labor, travel, equipment, and materials in advance. Another goal is to make optimal use of staff time in securing these services.

Council awarded the current contract to Plibrico Company, LLC, Omaha, NE, on June 10, 2008, for boiler repair and maintenance to be furnished as requested during 2008/09. That contract included four optional twelve-month renewal periods. Staff recommends renewing the agreement again for FY 2012/13. Council should note that this is the fourth renewal out of four maximum.

The proposed 2012/13 contract renewal with Plibrico Company, LLC, Omaha, NE, includes labor rate increases. Craft labor for the work is provided through union halls. Labor rate increases are related to the union contracts that contain scheduled rate adjustments. The contractor is passing those price adjustments on to the City. Plibrico Company, LLC has assured staff that the rates do not contain any contractor margin increases above the union hall rates.

Five specialized labor classifications are supplied by Plibrico. The rates for Laborers will increase July 1, 2012 by an average rate of 5.12%. The rate increase for Boilermakers

only will be effective until January 1, 2013. The proposed rates for Boilermakers for the period July 1, 2012, through December 31, 2012, will not increase from the rates that became effective January 1, 2012. The average rate increase for Boilermakers in the second half of 2012/13 will be 2.6% over the initial rates of the first half of 2012/13. It should be noted that any contractor that would provide these on-call maintenance services in a new bid process would hire the needed craftsmen out of the union hall, and thus be subject to the same union rates as Plibrico.

The approved 2012/13 Power Plant operating budget includes \$475,000 for this contract. Invoices will be based on contract rates for time and materials for services actually received. Electric Services staff believes that the goals for this consolidated contract are being achieved through the contract with Plibrico Company, LLC.

ALTERNATIVES:

1. Approve the contract renewal with Plibrico Company, LLC, Omaha, NE, for the boiler maintenance and repair services for the one-year period from July 1, 2012, through June 30, 2013, and approve the company's contract and bond. Actual payments will be based on time & material rates in an amount not to exceed \$475,000.
2. Do not renew the agreement and instruct staff to seek new competitive bids. Since the union labor rates apply to all work done for the crafts regardless of general contractor, any price changes would only be to the contractor margin.

MANAGER'S RECOMMENDED ACTION:

This work is necessary to ensure that a qualified professional firm will respond to both scheduled and emergency needs for boiler repair and maintenance, and controls costs by having established billing rates. Funds will be expended only as work is required, and in accordance with approved invoices.

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

COUNCIL ACTION FORM

SUBJECT: POWER PLANT BOILERS VALVE MAINTENANCE SERVICES CONTRACT RENEWAL

BACKGROUND:

The City's Electric Utility has two coal-fired, high-pressure steam generation units within the Power Plant, referred to as Unit No. 7 and Unit No. 8. These units require regular professional maintenance and repair. This valve maintenance contract supplies professionals for emergency service, as well as regularly scheduled planned repairs and services during scheduled outages. The repair of the valves on these generation units requires professional trade crafts such as boilermakers; steam/pipe fitters; and millwrights, to list a few.

Because of the need to regulate steam and water in the power production process, numerous valves are used to operate the Power Plant. These include isolation, control, check, relief and safety valves, which must be professionally repaired, tested, installed, replaced and maintained. Specially trained personnel perform this work. This contract is to provide valve maintenance, testing, repair, replacement, and related services and supplies for the Power Plant boilers.

On June 23, 2009, City Council awarded a contract to Ferguson Process Services, Cannon Falls, MN, for valve maintenance services to be furnished as requested from July 1, 2009, through June 30, 2010, in an amount not-to-exceed \$115,000. This contract contained the option for the City to renew in one-year increments for up to five additional years.

Electric Services staff recommends renewing the agreement for FY 2012/13. It is worth noting that Ferguson Process Services was acquired by Allied Valve, Inc., Bettendorf, IA. For FY 2010/11, Allied Valve, Inc., contacted staff about this change in ownership and agreed to renew this contract with the same terms, conditions, prices and price increase percentages for renewal periods that were agreed upon on the initial contract established with Ferguson Process Services.

The rate increases at each renewal period under this contract is 3% fixed above the previous fiscal year contracted rates. These increases are in accordance with the contract terms initially established. This is the third renewal out of five maximum.

The FY 2012/13 operating budget for Electric Production includes \$55,000 for miscellaneous services to be performed under this contract. **Payments would be**

calculated on unit prices bid and actual work performed, up to the available budget amount.

ALTERNATIVES:

1. Approve the contract renewal with Allied Valve, Inc., Bettendorf, IA, for valve maintenance, testing, repair, replacement, and related services & supplies, for the one-year period from July 1, 2012, through June 30, 2013, and approve contract and bond. Work will be scheduled on an as needed basis and payments will be based on unit prices bid and actual work performed. Total work in FY 2012/2013 shall be an amount not to exceed \$55,000.
2. Do not renew the agreement and instruct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

This work is necessary to properly maintain the steam turbine generators and to carry out emergency and scheduled repairs resulting from equipment failures. It has proven cost-effective for the Utility to have a company under contract to provide these valve-related services in case of an emergency repair or scheduled maintenance event. It has saved staff time, reduced down time and allowed for predictability in terms of quality of work.

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

COUNCIL ACTION FORM

SUBJECT: POWER PLANT SPECIALIZED WET/DRY VACUUM, HYDRO BLAST, AND RELATED CLEANING SERVICES CONTRACT RENEWAL

BACKGROUND:

Electric Services has two coal-fired, high-pressure steam generation units within the Power Plant referred to as Unit No. 7 and Unit No. 8. These units require regular professional maintenance and repair. This consists of emergency service, as well as regularly planned repairs and services during scheduled outages. The cleaning and special preparation of the boiler surfaces on these generation units requires professional tradecrafts and maintenance experts. The units operate under extreme environmental conditions which result in slag and other industrial debris coating the boiler and other Plant equipment surfaces.

Prior to repair and maintenance work being done, it is necessary to have the surfaces professionally cleaned using high-pressure water jets and vacuums. In order to clean the surfaces, outside contractors are used who can provide mobile high pressure generator trucks with hoses and lances to cut through and wash away the industrial debris. These same firms have the industrial vacuum trucks that can accumulate and contain this industrial debris for proper disposal. This contract is to provide specialized wet/dry vacuum, hydro blast, and related cleaning services for the Power Plant.

On June 23, 2009, Council awarded a contract to Bodine Services of Clinton, LLC, Clinton, Iowa, for the specialized wet/dry vacuum, hydroblast and related cleaning services to be furnished as requested from July 1, 2009, through June 30, 2010, in an amount not-to-exceed \$48,000. A separate cleaning contract with W-S Industrial was approved by the City Council on April 12, 2011. Bodine and W-S Industrial do not provide the same services to the City.

This contract includes the option for the City to renew in one-year increments for up to four additional years. Electric Services staff recommends renewing the agreement for FY 2012/13. There is a rate provision under this contract which increases rates at fixed percentages above the previous fiscal year contracted rates at time of renewal. The yearly rate increase is 2% for Labor, Travel & Subsistence, and Equipment & Tools. This increase is in accordance with the contract terms initially established. This is the third renewal out of four maximum.

The FY 2012/13 operating budget for Electric Production includes \$49,500 for miscellaneous services to be performed under this contract. Payments will be calculated on unit prices bid and actual work performed, up to the available budget amount.

ALTERNATIVES:

1. Approve the contract renewal with Bodine Services of Clinton, LLC, Clinton, Iowa, for the specialized wet/dry vacuum, hydroblast and related cleaning services for the one-year period from July 1, 2012, through June 30, 2013, and approve the firm's contract and bond. Actual payments will be based on unit prices bid and actual work performed in an amount not to exceed \$49,500.
2. Do not renew the agreement and direct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

This work is necessary to properly maintain the Power Plant equipment and to carry out emergency and scheduled repairs. This contract allows the Power Plant to have reliable contractors available to perform these specialized cleaning services on very short notice in the event of an emergency repair. It is also important to control the costs of these services to the extent possible.

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

COUNCIL ACTION FORM

SUBJECT: ELECTRIC DISTRIBUTION LINE CLEARANCE PROGRAM

BACKGROUND:

This contract includes the requirements for ongoing, routine tree trimming services for the Electric Services Department during the 2010/11, 2011/12, and 2012/13 fiscal years. It does not cover large storm-related emergency situations.

On May 25, 2010, City Council awarded a contract to Asplundh Tree Expert Co., of Fairfax, Iowa, for tree trimming services for the Electric Services Department. This contract contained two renewal options. The period from July 1, 2012 through June 30, 2013, is the second and final renewal option subject to Council approval of funding for this program. Hourly rates for FY 2012/13 are shown on the attached sheet. **The labor rates shown represent a 2% increase from FY 2011/12 and the equipment rates shown represent a 3% increase from FY 2011/12. Both increases are in accordance with the contract terms initially established.**

The approved FY 2012/13 operating budget includes \$275,000 for this program. The program is monitored by the Electric Distribution Division to ensure the established level of service is maintained and expenditures are in accordance with the budget guidelines.

ALTERNATIVES:

- 1) Approve the contract renewal with Asplundh Tree Expert Co., Fairfax, IA, for the Line Clearance Program for Electric Distribution for the one-year period from July 1, 2012, through June 30, 2013. Payments will be based on hourly rates, unit prices bid, and actual work performed. Total cost for FY 2012/13 shall be for the not to exceed amount of \$275,000.
- 2) Do not renew the agreement and instruct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

An on-going tree trimming program helps mitigate the number of customer interruptions resulting from extreme weather events. Renewing this contract will establish a fixed price for performance of the required tree trimming services at the best price, obtained previously through a competitive sealed bid process. It has proven to be very cost-effective to have a company under contract to provide these services.

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

	ASPLUNDH TREE EXPERT COMPANY FAIRFAX, IOWA FY 2012 / 2013 RATES	
	HOURLY RATE	
LABOR DESCRIPTION	STRAIGHT TIME	TIME & ONE-HALF
Working Foreman	\$30.65	\$44.13
Trimmer A	\$27.55	\$39.67
Trimmer B	\$26.51	\$38.17
Trimmer C	\$24.36	\$35.07
Trimmer D	\$22.92	\$33.00
Ground Person	\$20.33	\$29.28
Line Permitter	\$27.55	\$39.67
EQUIPMENT DESCRIPTION	RATE PER CREW HOUR	
Hydraulic aerial device	\$11.85	
Manual aerial device	\$11.85	
Chip truck	\$5.60	
Brush Tractor	\$31.83	
Truck&Trailer for Brush trac.	\$8.38	
Hydro Axe	\$46.35	
Truck&Trailer for Hydro Axe.	\$8.38	
Pick-up Truck	\$7.73	
Power saw	\$0.46	
Brush Chipper	\$4.19	
Hand pruning equip.	No Charge	
Ropes and body belts	No Charge	
MATERIALS & SUPPLIES	BID PRICE	
Banvel CST per gal	\$33.50	
Garlon 4 per gal	\$37.00	
Tree Paint: Maintain A per case of 12 13 Oz.cans	\$43.00	
Other supplies Cost plus %	10%	

COUNCIL ACTION FORM

SUBJECT: POWER PLANT PRECIPITATOR WIRE REPLACEMENT PROJECT

BACKGROUND

On August 10, 2010, City Council approved preliminary plans and specifications for Power Plant precipitator wire replacement. This project was for the replacement of electrode wires in the front two fields in both the 81 and 82 precipitator levels of the Unit #8 precipitator. The project also included performing a clean inspection of the entire precipitator.

On September 15, 2010, bids were received. Electric Services staff evaluated the bids and determined that the low bid, submitted by USCC, Inc., was acceptable. The amount of the contract as awarded on September 28, 2010, was \$60,000 plus applicable sales taxes to be paid directly by the City to the State of Iowa.

There was one change order to this contract in the not-to-exceed amount of \$43,500. This covered the straightening of collecting plates within the first two fields of the precipitator, which were not within specified clearances. The total contract amount including this not-to-exceed change order was \$103,500. **The final contract amount with the change order is \$99,201.94.**

The Engineer's estimate of the total installed cost for the original scope for this project was \$132,000. The approved FY 2010/11 operating budget for the Power Plant contained \$90,000 for this project. Funding to cover Change Order #1 was included in the approved FY2011/12 Electric Production operating budget. The \$43,500 was moved from the Ash Hauling account to the Unit #8 Environmental Equipment account.

All of the work included in the contract with USCC, Inc. has now been completed. The Power Plant Engineer provided a certificate of completion.

ALTERNATIVES:

- 1) Accept completion of the contract for the Precipitator Wire Replacement with USCC, Inc. at a total cost of \$99,201.94, and authorize final payment to the contractor.
- 2) Delay acceptance of this project.

MANAGER'S RECOMMENDED ACTION:

The contractor for the Precipitator Wire Replacement has completed the work under the contract, and the City is legally required to make final payment to the contractor. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

COUNCIL ACTION FORM

SUBJECT: 2009/10 ARTERIAL STREET PAVEMENT IMPROVEMENTS (13TH STREET FROM THE RAILROAD UNDERPASS TO STANGE ROAD)

BACKGROUND:

The annual Arterial Street Pavement Improvements program utilizes current repair techniques to improve arterial streets with asphalt or concrete. These pavement improvements are needed to restore structural integrity, serviceability, and rideability. Targeted streets are reaching a point of accelerated deterioration. By improving these streets prior to excessive problems, the service life will be extended.

The 2009/10 program location was 13th Street from the Union Pacific Railroad (UPRR) underpass east to Stange Road. This project included complete reconstruction of the roadway with concrete.

On November 24, 2009, City Council awarded this contract to Wicks Construction, Inc., of Decorah, Iowa, in the amount of \$1,016,590.76. Construction was completed in the amount of \$1,031,166.98. This amount includes \$20,750.00 in liquidated damages for late completion. Engineering and construction administration expenses were \$221,969, bringing the total project cost to \$1,253,135.98.

This project was funded in the 2009/10 Capital Improvements Plan with \$468,000 of General Obligation Bonds and \$1,032,000 of Metropolitan Planning Organization Surface Transportation Program funds, bringing total project funding to \$1,500,000.

CONTRACTOR PERFORMANCE:

During construction, work delays occurred due to poor performance of the prime contractor and its sub-contractors. These delays negatively affected the City and the citizens of Ames as 13th Street was closed to traffic much longer than was anticipated. Lack of diligent and continual progress on the project resulted in additional staff time and resources, as well as delaying the street reopening to the public.

ALTERNATIVES:

1. Accept the 2009/10 Arterial Street Pavement Improvements (13th Street from the UPRR underpass to Stange Road) as completed by Wicks Construction, Inc., of Decorah, Iowa, in the amount of \$1,031,166.98.
2. Direct Staff to pursue modifications to the project.

MANAGER'S RECOMMENDED ACTION:

This project has now been completed in accordance with the approved plans and specifications and has passed an Iowa Department of Transportation audit.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the 2009/10 Arterial Street Pavement Improvements (13th Street from the UPRR underpass to Stange Road) as completed by Wicks Construction, Inc., of Decorah, Iowa, in the amount of \$1,031,166.98.

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 included East O'Neil Drive (Duff Avenue to Maxwell Avenue) and Hunziker Drive (20th Street to Melrose Avenue).

On March 28, 2012, City Council awarded the project to Manatt's Inc. of Ames, Iowa in the amount of \$306,833.00. Construction was completed in the amount of \$327,207.15.

The 2010/11 program has been combined with the 2011/12 program to promote economy of scale and encourages better unit prices. Financing for the entire 2010/11 program includes \$100,000 from Local Option Sales Tax, \$269,603 from I-JOBS funding, and \$454,634 from Road Use Tax, bringing total 2010/11 funding to \$824,237. Financing for the 2011/12 program includes \$765,500 from G.O. Bonds. This brings the overall combined program total funding to \$1,589,737.

The remaining funds will be used for additional locations, design, contract administration, and project contingency. The 2010/11 program has been divided into three separate contracts. The combined programs include expenses as noted below:

<u>Project Locations</u>	<u>Total</u>
Little Street (Actual)	\$ 44,237.00
East O'Neil & Hunziker (Actual)	\$ 327,207.15
22 nd , 25 th , 26 th , Fletcher & Melrose (Contract)	\$ 795,711.65
Engineering & Administration (Estimate)	<u>\$ 175,000.00</u>
Overall Total:	\$ 1,342,155.80

ALTERNATIVES:

- 1 Accept the 2010/2011 Asphalt Resurfacing and Seal Coat Removal/Asphalt Reconstruction Program (East O'Neil and Hunziker) as completed by Manatts, Inc. of Ames, Iowa, in the amount of \$327,207.15.
2. Direct staff to pursue other options.

MANAGER'S RECOMMENDED ACTION:

This project has continued the City's efforts to restore the life of various streets within the community and was completed in accordance with project standards and specifications.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the 2010/2011 Asphalt Resurfacing and Seal Coat Removal/Asphalt Reconstruction Program as completed by Manatt's, Inc. of Ames, Iowa, in the amount of \$327,207.15.

COUNCIL ACTION FORM

**SUBJECT: MINOR FINAL PLAT FOR GREEN HILLS COMMUNITY SUBDIVISION,
FIRST ADDITION**

BACKGROUND:

Green Hills Health Care Center is requesting approval of a final plat of a proposed subdivision known as Green Hills Community Subdivision, First Addition. The subject site in its current configuration is presently described as Parcel "B", and is shown on "Attachment 1: Location Map." The site is included in a development commonly known as the Green Hills Retirement Community. The subdivision plat will divide existing Parcel "B" into Lot 1 and Lot 2. Lot 1 (1.56 acres) includes the Health Care Center and the Skilled Nursing portion of the development. Lot 2 (1.30 acres) includes the Assisted Living Facility and the Wellness Center. A copy of the final plat is included as "Attachment 2."

On May 10, 2011, the City Council approved an amendment to the Green Hills Major Site Development Plan, which included additions to the existing building for assisted living apartments, expansions to the nursing care portion of the facilities, a new wellness center, and expanded parking areas. The property owner now proposes to separate the facilities onto proposed Lots 1 and 2, and an existing Parcel "A" for tax purposes.

Public utilities exist to serve this site and no additional improvements are needed. Existing easements of record are shown on Sheet 2 of the final plat. One new easement is proposed as part of the proposed subdivision. This is a "Cross Easement for Ingress and Egress" across Parcel "C" to provide access to proposed Lot 2 of the subdivision, and is shown on Sheet 2 and labeled as "F" on the "Easement List."

The following documents have been submitted with the Final Plat:

1. Resolution Accepting Final Plat of Green Hills Community Subdivision, First Addition;
2. Consent to Subdivision Platting;
3. Mortgagee's Consent to Platting;
4. Certificate of the Treasurer of Story County, Iowa;
5. Attorney's Title Opinion; and,
6. Cross Easement for Ingress and Egress.

The City Council is required to determine compliance with the applicable law found in Attachment 3. Staff's analysis of the proposed subdivision plat demonstrates compliance with zoning and subdivision standards.

Based upon the analysis of City staff, the City Council may conclude that the Final Plat conforms to relevant and applicable design and improvement standards of the Ames *Municipal Code* Chapter 23 (Subdivisions), to other City ordinances and standards, to the City's Land Use Policy Plan, and to the City's other duly adopted plans.

ALTERNATIVES:

1. The City Council can approve the final plat for Green Hills Community Subdivision, First Addition.
2. The City Council can deny the final plat for Green Hills Community Subdivision, First Addition.
3. The City Council can refer this request back to staff or the applicant for additional information.

MANAGER'S RECOMMENDED ACTION:

The proposed Minor Final Plat for Green Hills Community Subdivision, First Addition is consistent with the existing zoning, as well as the subdivision and zoning regulations.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1, thereby approving the Final Plat of Green Hills Community Subdivision, First Addition.

Attachment 1: Location Map

Created By: Department of Planning & Housing
Date Created: 6/19/2012

Proposed Green Hills Subdivision, First Addition



Parcel ID 0916254020 **Alternate ID** 0916254020 **Owner Address** GREEN HILLS HEALTH CARE CENTER
Sec/Twp/Rng 16-83-24 **Class** C - COMMERCIAL
Property Address 2210 HAMILTON DR
 AMES **Acreage** n/a

District 01001 - AMES CITY/AMES SCH
Brief Tax Description PARCEL "B" GATEWAY- GREEN HILLS SD LOT 6 & GATEWAY-GREEN HILLS SD 2ND ADD LOTS 1 & 2
 SLIDE 406 PG 1
 (Note: Not to be used on legal documents)

Last Data Upload: 6/19/2012 4:01:22 AM

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:
 The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

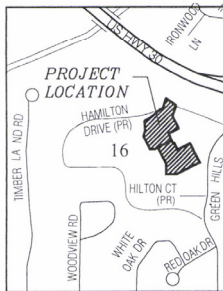
developed by
 The Schneider Corporation
www.schneidercorp.com

ATTACHMENT 2: FINAL PLAT

PREPARED BY - CLAPSADDLE-GARBER ASSOCIATES, INC, 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 - PHONE 641-752-6701

FINAL PLAT GREEN HILLS COMMUNITY SUBDIVISION, FIRST ADDITION

(E) = EXISTING INST. # 11-4772
MAY 24, 2011



VICINITY MAP
NOT TO SCALE

OWNER OF RECORD

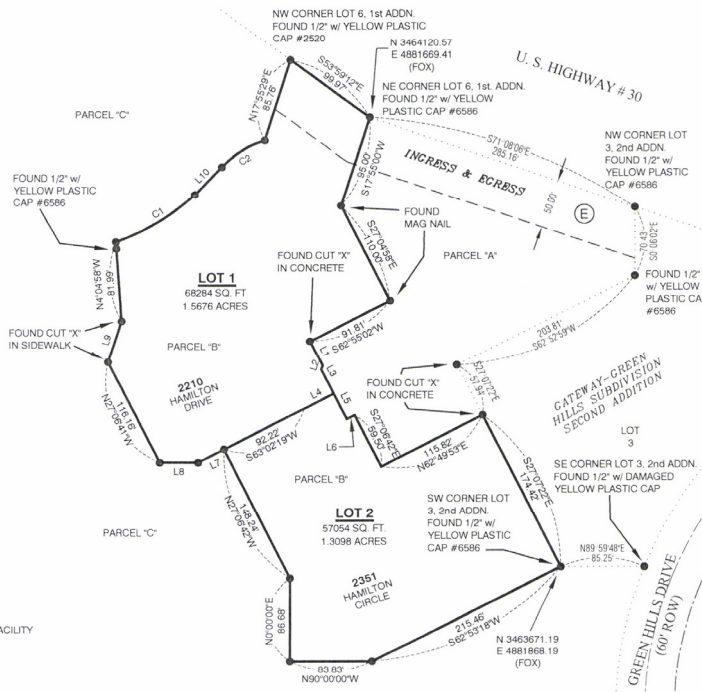
GREEN HILLS HEALTH CARE CENTER, INC.
2200 HAMILTON DRIVE
AMES, IA. 50014

PROJECT ADDRESS

GREEN HILLS COMMUNITY
2200 HAMILTON DRIVE
AMES, IA. 50014

LAND USE & ZONING

EXISTING ZONING: F-PRD
EXISTING LAND USE: RETIREMENT COMMUNITY FACILITY



LINE NUMBER	BEARING	DISTANCE
L1	N27°04'58\"W	28.77
L2	N17°53'18\"E	4.51
L3	N27°07'58\"W	27.53
L4	N62°51'50\"E	33.65
L5	N27°07'58\"W	29.79
L6	S62°53'41\"W	8.83
L7	N62°53'18\"E	29.68
L8	S89°58'41\"W	39.16
L9	N17°55'02\"E	45.00
L10	N44°10'45\"E	39.50

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	94.94'	227.65'	23°53'41\"	N58°45'33\"E	94.25'
C2	52.31'	90.09'	30°59'47\"	S57°50'09\"W	51.60'

DESCRIPTION
A REPLAT OF:
PARCEL "B", IN LOT SIX (6), GATEWAY-GREEN HILLS SUBDIVISION; AND IN LOTS ONE (1) AND TWO (2), GATEWAY-GREEN HILLS SUBDIVISION, SECOND ADDITION, IN THE CITY OF AMES, STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON MAY 24, 2011 AND RECORDED AS INSTRUMENT # 11-04769 ON SLIDE 406 AT PAGE 1. PARCEL CONTAINS 125,338 SQUARE FEET OR 2.8774 ACRES NET.

NOTE:
SOIL BORINGS ARE REQUIRED IN AREAS WITHIN THIS PLAT WHICH HAVE BEEN IDENTIFIED BY THE CITY OF AMES AS HAVING SOILS THAT MAKE CONSTRUCTION OF BUILDINGS DIFFICULT.

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/YELLOW PLASTIC ID CAP #8136
- FOUND 1/2" REBAR w/CAP #8136 UNLESS OTHERWISE NOTED
- SET 1/2" x 30" REBAR w/YELLOW PLASTIC ID CAP #8136
- EXISTING LOT LINES
- () RECORDED AS

GREEN HILLS COMMUNITY SUBDIVISION, FIRST ADDITION
REPLAT OF PARCEL "B"
CITY OF AMES, STORY COUNTY, IOWA

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

Kenneth D. Janssen date *5-14-12*
Kenneth D. Janssen, PLS
Iowa License Number 8136
My License Renewal Date is December 31, 2013
Pages or sheets covered by this seal: THIS SHEET

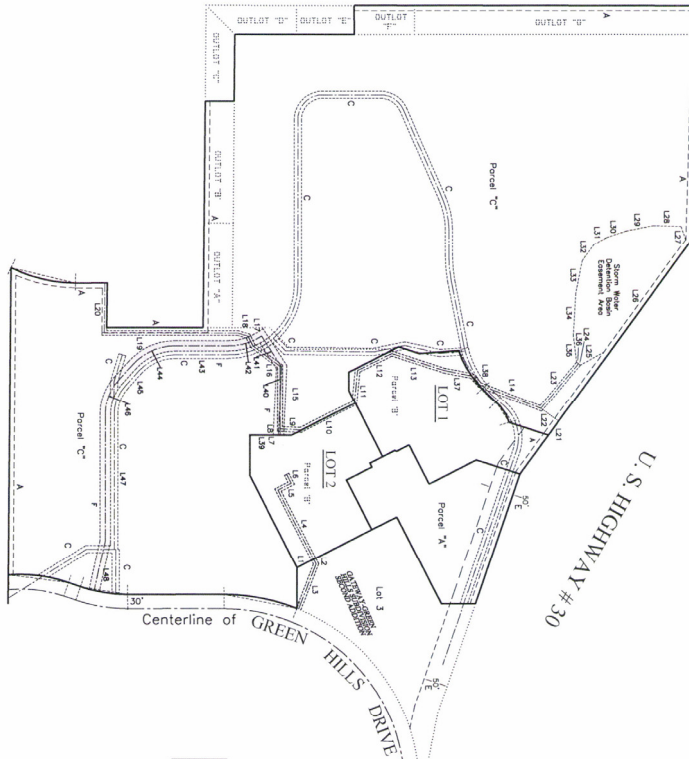
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
PH: 641-752-6701
www.cgaassociates.com

DRAWN	SHEET NO
WLB	1 OF 2
DATE	PROJECT NO
5-24-2012	75451.05

J:\1581 Green Hills Sub PLAT (DRS) SUBDIVISION PLAT.dwg PLOT001 06/14/12 9:45am mac21

ATTACHMENT 2: EASEMENTS

2075451 Green Hills.dwg/AmGreen Hills 1st Access.dwg - CGA Easements - 06/08/12 - 8:24am - mac281
 PREPARED BY: CLAPSADDLE-GARBER ASSOCIATES, INC., 612 FIFTH STREET, AMES, IOWA 50010-6005 PHONE: 515-232-1784



CCGA
 GREEN HILLS COMMUNITY SUBDIVISION
 FIRST ADDITION
 AMES, IOWA

EASEMENTS OF RECORD

DATE: 6/8/12
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APPROVED BY: [blank]

PROJECT NO: 2075451
 SHEET NO: 2
 TOTAL SHEETS: 2

Access Easement Line Curve Data

Line #	Radius	Chord Dist	Chord Bearing	Area
1	25.00	16.00	S 89° 58' 20" W	1.00
2	25.00	16.00	S 89° 58' 20" W	1.00
3	25.00	16.00	S 89° 58' 20" W	1.00
4	25.00	16.00	S 89° 58' 20" W	1.00
5	25.00	16.00	S 89° 58' 20" W	1.00
6	25.00	16.00	S 89° 58' 20" W	1.00
7	25.00	16.00	S 89° 58' 20" W	1.00
8	25.00	16.00	S 89° 58' 20" W	1.00
9	25.00	16.00	S 89° 58' 20" W	1.00
10	25.00	16.00	S 89° 58' 20" W	1.00
11	25.00	16.00	S 89° 58' 20" W	1.00
12	25.00	16.00	S 89° 58' 20" W	1.00
13	25.00	16.00	S 89° 58' 20" W	1.00
14	25.00	16.00	S 89° 58' 20" W	1.00
15	25.00	16.00	S 89° 58' 20" W	1.00
16	25.00	16.00	S 89° 58' 20" W	1.00
17	25.00	16.00	S 89° 58' 20" W	1.00
18	25.00	16.00	S 89° 58' 20" W	1.00
19	25.00	16.00	S 89° 58' 20" W	1.00
20	25.00	16.00	S 89° 58' 20" W	1.00

Easement Line Data

Line #	Start	End	Bearing	Length
1	10.00	10.00	N 00° 00' 00" E	10.00
2	10.00	10.00	N 00° 00' 00" E	10.00
3	10.00	10.00	N 00° 00' 00" E	10.00
4	10.00	10.00	N 00° 00' 00" E	10.00
5	10.00	10.00	N 00° 00' 00" E	10.00
6	10.00	10.00	N 00° 00' 00" E	10.00
7	10.00	10.00	N 00° 00' 00" E	10.00
8	10.00	10.00	N 00° 00' 00" E	10.00
9	10.00	10.00	N 00° 00' 00" E	10.00
10	10.00	10.00	N 00° 00' 00" E	10.00
11	10.00	10.00	N 00° 00' 00" E	10.00
12	10.00	10.00	N 00° 00' 00" E	10.00
13	10.00	10.00	N 00° 00' 00" E	10.00
14	10.00	10.00	N 00° 00' 00" E	10.00
15	10.00	10.00	N 00° 00' 00" E	10.00
16	10.00	10.00	N 00° 00' 00" E	10.00
17	10.00	10.00	N 00° 00' 00" E	10.00
18	10.00	10.00	N 00° 00' 00" E	10.00
19	10.00	10.00	N 00° 00' 00" E	10.00
20	10.00	10.00	N 00° 00' 00" E	10.00

Easement Line Data

Line #	Starting Point	Ending Point	Bearing	Length
1	10.00	10.00	N 00° 00' 00" E	10.00
2	10.00	10.00	N 00° 00' 00" E	10.00
3	10.00	10.00	N 00° 00' 00" E	10.00
4	10.00	10.00	N 00° 00' 00" E	10.00
5	10.00	10.00	N 00° 00' 00" E	10.00
6	10.00	10.00	N 00° 00' 00" E	10.00
7	10.00	10.00	N 00° 00' 00" E	10.00
8	10.00	10.00	N 00° 00' 00" E	10.00
9	10.00	10.00	N 00° 00' 00" E	10.00
10	10.00	10.00	N 00° 00' 00" E	10.00
11	10.00	10.00	N 00° 00' 00" E	10.00
12	10.00	10.00	N 00° 00' 00" E	10.00
13	10.00	10.00	N 00° 00' 00" E	10.00
14	10.00	10.00	N 00° 00' 00" E	10.00
15	10.00	10.00	N 00° 00' 00" E	10.00
16	10.00	10.00	N 00° 00' 00" E	10.00
17	10.00	10.00	N 00° 00' 00" E	10.00
18	10.00	10.00	N 00° 00' 00" E	10.00
19	10.00	10.00	N 00° 00' 00" E	10.00
20	10.00	10.00	N 00° 00' 00" E	10.00

- Easement List**
- A = 10' Public Utility Easement
 Recorded: October 15, 1980
 Book 184, Page 173
 - B = Public Utility Easement - B & C
 Recorded: June 5, 1987
 Instrument # 87-0317
 Book 252, Page 84
 - C = 15' Water Main Easements
 Recorded: June 5, 1987
 Instrument # 87-0317
 Book 252, Page 84
 - D = Navigational Easement (Aviation)
 Lot 1, Gateway-Green Hills, 2nd Addn.
 Recorded: September 6, 1995
 Instrument # 11-4772
 - E = Cross Easement for Ingress & Egress
 Recorded: May 24, 2011
 Instrument # 11-4772
 - F = (Shaded)
 Cross Easement for Ingress & Egress
 for Lot 2

LEGEND

--- = Utility Easements
 ○ = 5/8" 1/2" x 20" Iron pin w/Coil #1136
 □ = 1/2" 1/2" x 20" Iron pin w/Coil #1136
 (x) = 1/2" 1/2" x 20" Iron pin w/Coil #1136
 --- = Easement Lines of Record



ATTACHMENT 3: APPLICABLE LAW

The laws applicable to this case file are as follows:

Code of Iowa, Chapter 354.8 states in part:

A proposed subdivision plat lying within the jurisdiction of a governing body shall be submitted to that governing body for review and approval prior to recording. Governing bodies shall apply reasonable standards and conditions in accordance with applicable statutes and ordinances for the review and approval of subdivisions. The governing body, within sixty days of application for final approval of the subdivision plat, shall determine whether the subdivision conforms to its comprehensive plan and shall give consideration to the possible burden on public improvements and to a balance of interests between the proprietor, future purchasers, and the public interest in the subdivision when reviewing the proposed subdivision and when requiring the installation of public improvements in conjunction with approval of a subdivision. The governing body shall not issue final approval of a subdivision plat unless the subdivision plat conforms to sections 354.6, 354.11, and 355.8.

Ames Municipal Code Section 23.303(3) states as follows:

(3) City Council Action on Final Plat for Minor Subdivision:

(a) All proposed subdivision plats shall be submitted to the City Council for review and approval in accordance with Section 354.8 of the Iowa Code, as amended or superseded. Upon receipt of any Final Plat forwarded to it for review and approval, the City Council shall examine the Application Form, the Final Plat, any comments, recommendations or reports examined or made by the Department of Planning and Housing, and such other information as it deems necessary or reasonable to consider.

(b) Based upon such examination, the City Council shall ascertain whether the Final Plat conforms to relevant and applicable design and improvement standards in these Regulations, to other City ordinances and standards, to the City's Land Use Policy Plan and to the City's other duly adopted plans. If the City Council determines that the proposed subdivision will require the installation or upgrade of any public improvements to provide adequate facilities and services to any lot in the proposed subdivision or to maintain adequate facilities and services to any other lot, parcel or tract, the City Council shall deny the Application for Final Plat Approval of a Minor Subdivision and require the Applicant to file a Preliminary Plat for Major Subdivision.

COUNCIL ACTION FORM

SUBJECT: MAJOR FINAL PLAT FOR NORTHRIDGE HEIGHTS SUBDIVISION 15TH ADDITION

BACKGROUND:

On June 28, 2011 the City Council approved the most recent revised Preliminary Plat for Northridge Heights Subdivision. Owner Uthe Development Company is requesting approval of a Final Plat for the Northridge Heights Subdivision 15th Addition. The proposed subdivision extends Stange Road to the north and creates eleven lots for single family detached homes east of Stange, seven lots for single family attached homes west of Stange and Lot 19 to be dedicated to the City for use as a neighborhood park. (See Attachments A & B).

The proposed Final Plat complies with the approved Preliminary Plat and therefore it has been forwarded to the City Council for its review as per Ames Municipal Code Section 23.302(9)(c). Section 23.302(10)(b) of the *Municipal Code* states that the City Council shall ascertain whether the Final Plat conforms to relevant and applicable design and improvement standards in these regulations, to other City ordinances and standards, to the City's Land Use Policy Plan, and to the City's other duly adopted plans. Section 23.302(10)(e) requires that the City Council approve, approve subject to conditions or disapprove the Final Plat within 60 days of the applicant filing the complete application for final plat approval, which would be by July 24, 2012.

The following documents have been submitted with the Final Plat:

- Resolution Accepting the Plat of Northridge Heights, 15th Addition
- Consent to Platting
- Mortgagee's Consent to Platting
- Treasurer's Certificate
- Attorney's Title Opinion
- Agreement for Sidewalk and Street Trees
- Resolution Accepting Public Improvements and Bond
- Agreement for Public Improvements
- Letter of Credit
- Easements (Public utility, surface water flowage, pedestrian walks, shared use paths, temporary fire truck turnaround)
- Request for Waiver of Financial Security

The Final Plat includes public utility, surface water flowage, pedestrian walk, shared use path, and temporary fire truck turnaround easements being granted to the City of Ames. Street lighting, erosion control and asphalt street surface have not been completed and an agreement and financial security are provided.

There is no financial security on file with the City Clerk's office for sidewalks or street trees. As an alternative to installing sidewalks before lots are platted and homes are constructed, Section 23.403 (14) allows deferment of sidewalks with financial security when installation is considered premature. However, it has been past practice to accept a signed, written Agreement for Sidewalk and Street Trees from the owner specifying in lieu of financial security that occupancy of new structures will not be permitted by the City until the sidewalks and street trees associated with the individual lot are installed. Consistent with this practice, the City Council may wish to waive this condition and approve the Final Plat with the accompanying Agreement for Sidewalk and Street Trees, allowing sidewalks and street trees to be deferred until occupancy of structures on abutting sites.

The Preliminary Plat shows an eight-foot wide shared use path and street trees to be installed along Stange Road and Harrison Road adjacent to Lot 19, which will become a city park. Since no occupancy permits will be required for the City park, the standard Agreement for Sidewalk and Street Trees only provides for a two year installation deadline, but requires no financial security for these improvements at this location. The City and developer are coordinating the timing of these improvements and park improvements, with the intention that the final grading of the park site be completed before the shared use path is constructed and street trees installed. Depending on the availability of topsoil, the final grading may not be complete until spring of 2013.

The owner has submitted a memo requesting that the financial security not be required for the path and street trees around Lot 19, stating that the owner has followed the normal procedure for the documents required for sidewalk and street trees and that no financial security has been required for these improvements for any other addition within the subdivision. (See Attachment C).

The alternative is that financial security be provided adequate to cover the cost of the shared use path construction and that an agreement be provided that requires completion of the shared use path along Lot 19 within 90 days of notification by the City that the site is available for this work.

Other than this issue, it could be determined that the proposed subdivision complies with all relevant and applicable design and improvement standards of the Subdivision Regulations, to the City's Land Use Policy Plan, to other adopted City plans, ordinances and standards, and to the City's Zoning Ordinance.

ALTERNATIVES:

1. The City Council can:
 - a) Waive the subdivision code requirement for financial security for sidewalks since the Developer has signed the Agreement for Sidewalk and Street Trees requiring the installation of these improvements prior to occupancy or within 24 months of issuance of a building permit; and

- b) Waive the financial security for the shared use path adjacent to Lot 19, and
 - c) Approve the Final Plat of Northridge Heights Subdivision, 15th Addition, based upon the findings and conclusions stated above; and
 - d) Accept the Easement Grants to the City.
2. The City Council can defer action on the Final Plat for Northridge Heights Subdivision 15th Addition until submission of an agreement and financial security for the shared use path adjacent to Lot 19, but not later than July 24, 2012.
 3. The City Council can deny the Final Plat for Northridge Heights 15th Addition if it finds that the development creates a burden on existing public improvements or creates a need for new public improvements that have not yet been installed.

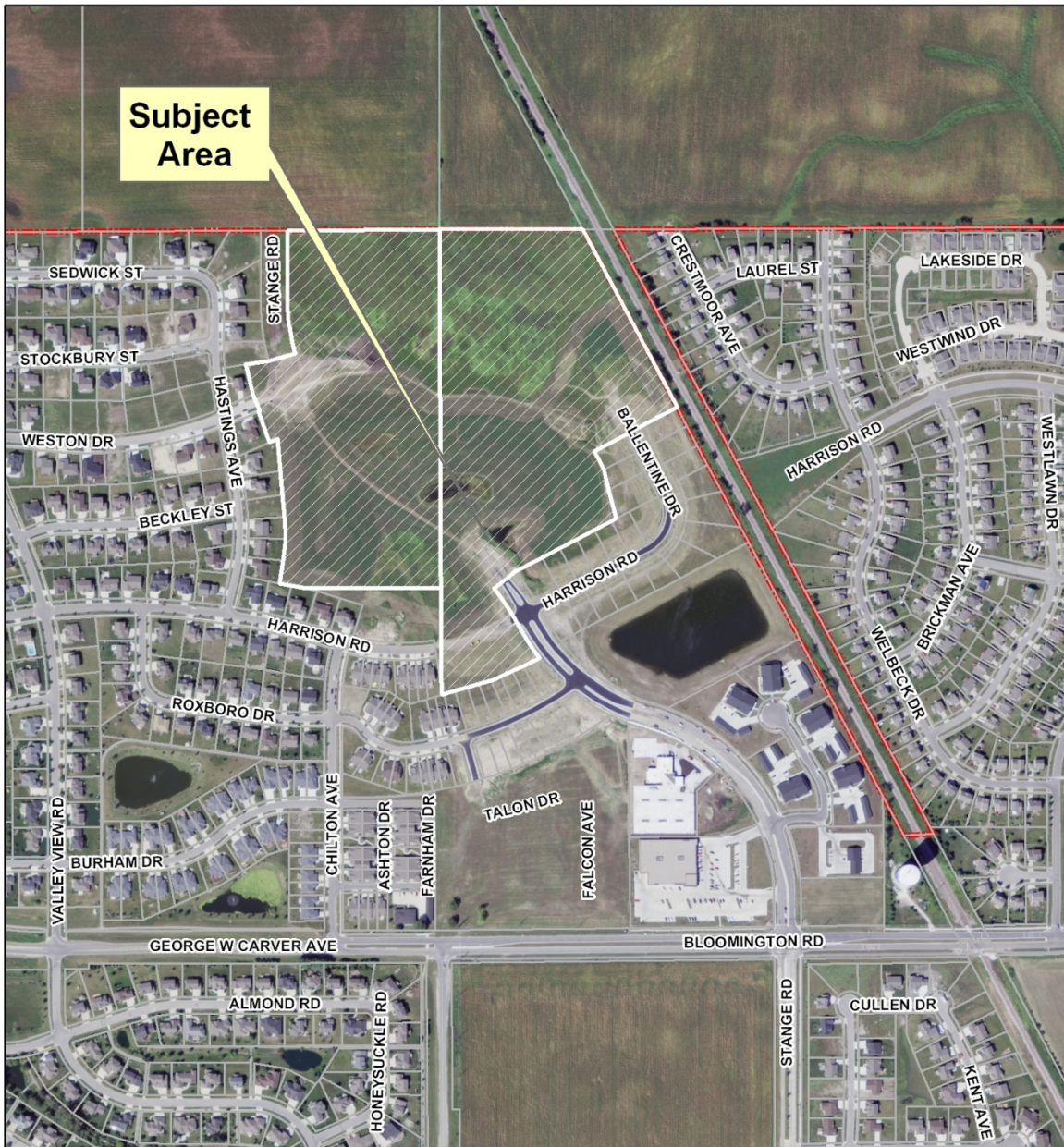
MANAGER’S RECOMMENDED ACTION:

City staff has evaluated the proposed final subdivision plat and determined that the proposal is consistent with the Preliminary Plat approved by the City Council and that the plat conforms to the adopted ordinances and policies of the City of Ames as required by Code. It is the City’s intention that the shared use path and street trees adjacent to a property that is to be dedicated to the City for a park not be completed until after the final grading is completed in the park. Additionally, it is important to the Northridge Heights neighborhood to have pedestrian and bicycle access to the new park as soon as it is available for public use.

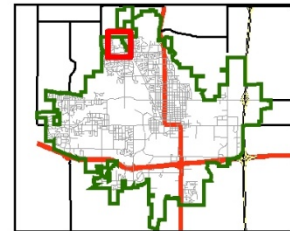
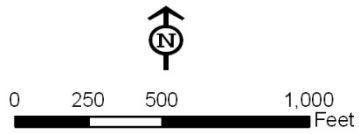
Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 to

- a) Waive the subdivision code requirement for financial security for sidewalks since the Developer has signed the Agreement for Sidewalk and Street Trees requiring the installation of these improvements prior to occupancy or within 24 months of issuance of a building permit; and
- b) Waive the financial security for the shared use path adjacent to Lot 19, and
- c) Approve the Final Plat of Northridge Heights Subdivision, 15th Addition, based upon the findings and conclusions stated above; and
- d) Accept the Easement Grants to the City.

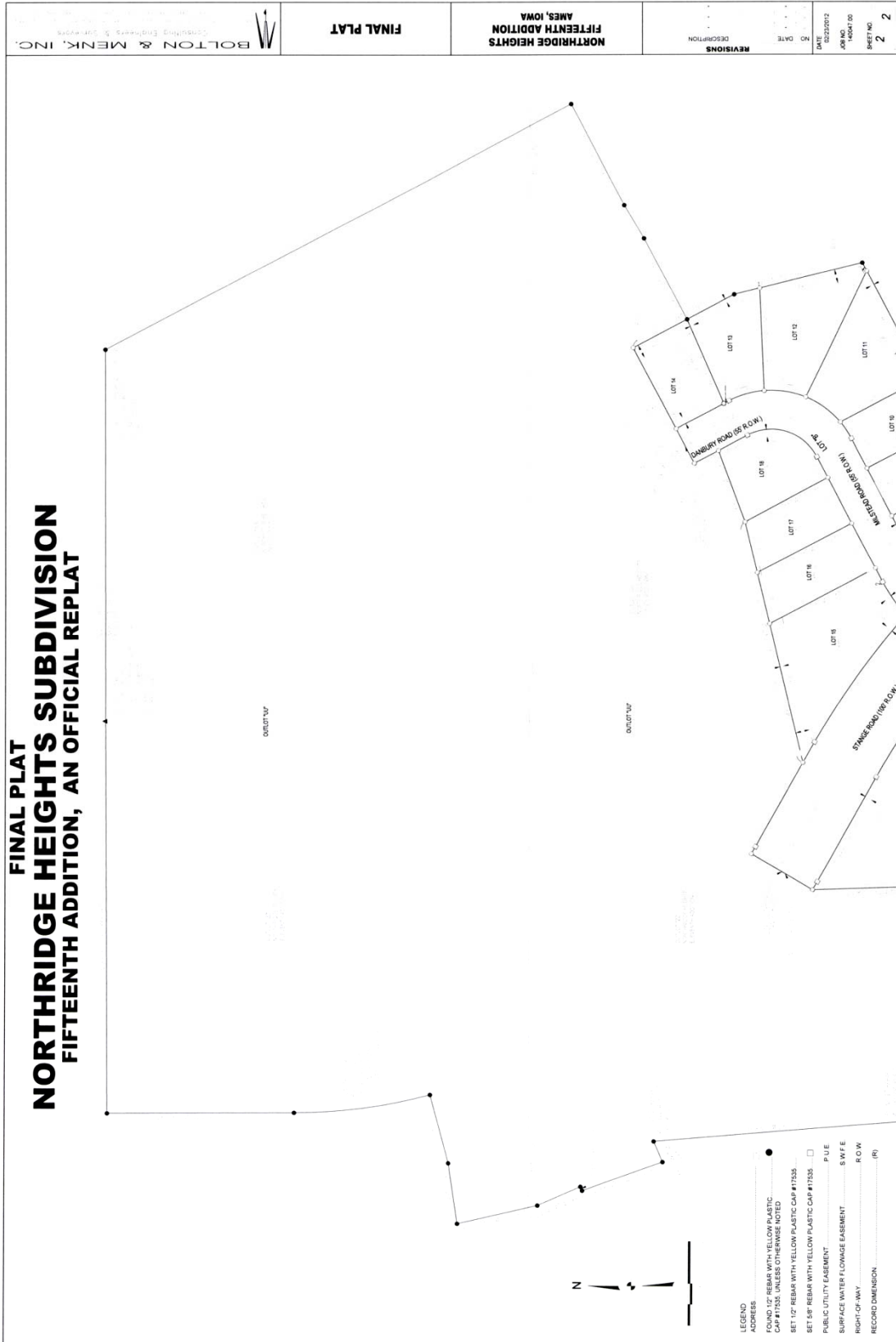
Attachment A



Location Map Northridge Heights 15th



Attachment B



ATTACHMENT C

Date: June 15, 2012

To: Honorable Mayor and City Council

From: Chuck Winkleblack, manager
Hunziker Land Development Company, LLC

RE: Financial security for Northridge Heights 15th addition

Dear Mayor and Council,

I respectfully request that financial security not be required for the path and street trees around lot 19 (the park) in the 15th addition. The parks and rec department does not want the path installed at this time because it would get damaged through the park construction. We have not previously been asked to provide financial security for sidewalks and street trees for any other addition within the subdivision.

Prior to submitting the required documents for the final plat I asked the city staff what items I needed to provide a letter of credit for. We agreed on the amounts to be secured, I then had our attorney prepare the needed documents, secured and paid for a letter of credit for the agreed upon amounts. That is the normal procedure; my understanding is that since this is the city park the staff feels the need to require additional security.

Thank you in advance for your consideration.

Chuck Winkleblack

June 22, 2012

To: Mayor and City Council

From: The HMG members:

Brian Dieter--Mary Greeley Medical Center
Roger Kluesner and Steve Koger--McFarland Clinic
Linda Feldman--Sunrise Neighborhood
Sharon Wirth--Historic Old Town Neighborhood
Jim Popken--North Old Town Neighborhood
Ray Bratsch-Prince--Bandshell Neighborhood
Sheri Anderson--North of 13th Street Neighborhood
Steve Schainker--City of Ames

RE: Hospital Medical Group meetings

We want to thank the Mayor and City Council members for setting up this group/process and also for allowing Steve Schainker to be involved. We acknowledge that Steve's time is a finite and valuable commodity; please know that he has been an important part of the group meetings. Neighborhood representatives have come to refer to the group as the HMG (hospital medical group) and to neighborhood members as the Reps. HM refers to the hospital-medical area. Those three abbreviations are used in this document.

HMG members would like to share the following comments:

1. We acknowledge that this group/process has changed the historic course of the hospital medical-neighborhood (HM-N) conflict. Five meetings were held and detailed minutes were kept (see attached staff report for additional meeting details). Meeting together as stakeholders has helped us to become better acquainted with each other, with all sides of the issues and dilemmas as well as to better understand each other. We have begun to develop an as-of-yet fragile sense of trust and respect for each other. The individuals involved have been committed, honest and respectful. Given the complexity and the length of time of the HM-N conflict, we feel this is a sizeable accomplishment. Having said that, medical reps continue to be very concerned about development costs and providing quality medical care/services. Neighborhood Reps continue to be very concerned about neighborhood blight, stability, and continual "nibbling at the neighborhoods" by medical land use.

2. All of the HMG members agree there is a need to further explore ways to make it more economically feasible to use space within the current HM boundaries more intensively. Both medical parties involved do not see the need for changes in the LUPP for the next several years because neither party has a current need for additional space. The Reps agree there is no need for LUPP changes.

3. The HMG must continue meeting at regular intervals and actively work toward identifying "a mutually acceptable long-term solution to meet future expansion needs" (original charge, see p. 1 of staff report). We view "future expansion needs" (for HM) as having many possibilities beyond horizontal expansion of the current HM boundaries. The HMG has barely begun to explore the many possibilities.

4. The HMG must begin work soon (next meeting is scheduled for Oct 18) to develop conceptual strategies for intensive use of the land/space in the HM area. This would include the area inside the HM boundaries and the neighboring areas buffering the HM. A campus-wide strategy could be developed for the HM land use. Consensus #3 in the staff report ties in with this item (see pp. 9 and 10 of the staff report for a listing of the three consensus items).

5. Recognizing the importance of strong neighborhoods for the entire city and that the HM community and the services provided are an asset for the entire city, we encourage those currently involved in the HMG as well as the City Council to "Be the Change." HMG has started down a path to change the long-standing HM-N conflict. Only by working together can we change the way this conflict will be dealt with in the future. By thinking creatively and continuing to be an active group, we can develop innovative strategies that are economically feasible and mutually acceptable. The City Council will most likely need to be an active partner in implementing suggested innovative strategies.

Summary Report

HOSPITAL/MEDICAL GROUP DISCUSSIONS

June 26, 2012

BACKGROUND:

At the January 2012 Goal Setting Meeting, the City Council directed the City Manager to facilitate H/M Zone discussions between the medical providers and surrounding neighborhood association representatives to identify a mutually acceptable long-term solution to meet future expansion needs. This assignment was the outgrowth of the recent approval of McFarland Clinic's request to expand its facilities east of Duff Avenue which generated significant concern from adjacent property owners.

In response to this directive, the City Manager met with medical providers and neighborhood representatives on December 1, 2011 to plan for the upcoming meetings. It was agreed that the group would be made up of:

- 1 representative from the Sunrise neighborhood association (**Linda Feldman**)
- 1 representative from the Historic Old Town neighborhood association (**Sharon Wirth**)
- 1 representative from the North Old Town neighborhood association (**Jim Popken**)
- 1 representative from the Bandshell neighborhood association (**Ray Bratsch-Prince**)
- 1 representative from the neighborhood association north of 13th Street adjacent to the H/M zone (**Sheri Anderson**)
- 1 representative from Mary Greeley Medical Center (**Brian Dieter**)
- 2 representatives from McFarland Clinic (**Steve Koger** and **Roger Kluesner**)
- 1 representative from the City of Ames (**Steve Schainker**)

MEETING 1 – JANUARY 26, 2012

At the first meeting the participants agreed to the following goals for the discussions:

- 1) To gain a better understanding of each participant's viewpoint
- 2) To develop trust among the participants

- 3) To identify possible solutions to meet the goals of the participants and to develop implementation recommendations for presentation to the City Council and respective constituency groups
- 4) To reach a consensus regarding the identified solutions that every participant can live with and publicly support

Neighborhood Perspectives

The **neighborhood representatives** reviewed their list of values and expectations that were reflected in the ten points presented to the City Council at the November 17, 2011 workshop. Since all neighborhoods had a hand in developing the presentation, it was emphasized that these values are supported by all. They further clarified that:

- They want their neighborhoods to remain residential. It is hoped this can be accomplished through LUPP designations and zoning regulations.
- They want to prevent further deterioration of their neighborhoods caused by land speculation. This deterioration stifles further investment in residential properties.
- They want the peace of mind knowing that their investments in their properties won't degrade.
- They want the certainty and predictability that will assure a sense of place.
- They want the medical providers to understand the lack of desirability to live near uses that generate traffic, noise, etc.
- They want the medical providers to "care" about their neighborhoods.
- They want their property values be retained, not de-valued.

Medical Provider Perspectives

The **Mary Greeley Medical Center** representative shared the strategic plan which focuses on six goals related to:

- Quality Patient-Centered Care
- Service Excellence
- Quality Staff
- Growing Market Share and Increasing Partnerships with McFarland Clinic
- Financial Health
- Medical Staff and Physician Satisfaction

It was explained that MGMC is dealing with two realities:

- **No Clear Path To Expand:** MGMC has been able to intensify on their current site which has garnered positive support for recent expansion projects. However, it is pointed out that MGMC has no clear path to future expansion or growth.
- **Multiple Sites Are Impractical:** Some have asked why MGMC can't spin off its operations to a second site. It was emphasized that patients admitted to a hospital have multiple clinical service needs. Since these services are inter-related, they must be available at one site to assure the necessary care. The other alternative would be to provide two sites with duplicate services. Therefore, it seems logical to MGMC that some land adjacent to their site will be needed to accommodate future growth.

McFarland Clinic representatives highlighted the values that have influenced their action since their inception:

Quality Clinical Care

Service and Hospitality

Workplace Quality

Economic Viability

It was emphasized that McFarland Clinic must deal with two realities that are outside of their control:

- **National Clinical Care Standards:** McFarland Clinic must direct their actions to satisfy the national clinical standards for care.
- **Patient Expectations/Needs:** In a competitive environment, McFarland Clinic must respond to patient expectations and needs.

They want everyone to know that they don't intend for their actions to "hassle" the neighbors, but are driven by the requirement to embrace these two outside factors in order to remain economically viable.

They are hoping that our discussion process will identify ways to serve these two realities and, at the same time, satisfy the neighbors. Other factors that impact their future include national recruitment and employee retention, technology developments, regulatory environment, economic game changers, and market place realignments.

Because of these realities, it is difficult for McFarland Clinic to predict, with any certainty, what their future needs will be.

MEETING 2 – FEBRUARY 23, 2012

At this second meeting the group agreed that there are only three viable strategies to accommodate expansion of the medical industry in the future:

- 1) Intensification of medical uses within the current H/M zone boundaries**
- 2) Expand the existing H/M zone boundaries in an acceptable way**
- 3) Move the new medical uses outside of the existing H/M zone boundaries**

When discussing the option of intensification, the group reviewed an analysis performed by Dave Carter regarding the amount of density that could be accommodated within the current boundaries of the H/M zone west of Duff Avenue. The medical providers questioned the conclusion presented in this study given the site requirements for setbacks, circulation, landscaping, etc. They doubted there would be the amount of space that Dave Carter is predicting through intensification on the current site.

While it was acknowledged that intensification could yield some level of additional space for expansion, it was cautioned that the construction of structured parking and building up to gain more office space is cost prohibitive for McFarland Clinic. In addition, it was pointed out that intensification on the site would result in two other negative impacts: 1) portions of the existing Clinic space would have to be closed for extended periods to accommodate the integration of existing floors into the new space during construction and 2) parts of the Clinic would have to be torn down to facilitate this intensification.

The neighborhood representatives wanted the medical providers to understand that there are also unacceptable costs to the community if Mary Greeley Medical Center and McFarland Clinic are allowed to continue to meet their additional space needs by expanding the boundaries of the H/M area. These intangible costs include: loss of affordable housing, loss of historic architecture, loss of a sense of neighborhood, etc.

It was at this meeting when the idea was raised for the need to create an integrated conceptual site plan for the H/M Zone on both sides of Duff Avenue and to determine the maximum amount of square footage that can be realized through building up to meet future parking and office space needs.

MEETING 3 - MARCH 22, 2012

Much of the discussion at the third meeting centered on the perceived impediments for the medical providers to intensify within their current sites. The impediments included 1) the cost to build Clinic space vertically to meet office needs, 2) the cost to build structured parking to optimize office expansion area, and 3) the cost to meet City requirements for landscaping, setbacks, building coverage, building height, etc.

It was suggested that if the City would assume the cost for building a structured parking facility, it would be financially feasible for the Clinic to expand on the current site. However, it was pointed out that even if the City Council builds the parking ramp, there is no guarantee that it will be feasible for the Clinic to finance future expansions, which has been planned to accommodate up to 30,000 square feet. It was further warned that even if there is a short-term solution to accommodate this magnitude of expansion on the present site, this same issue will confront the community sometime in the future when further expansion is needed.

Neighborhood representatives expressed frustration with the medical providers' argument against intensification on the current site because it is not financially feasible. It was hoped that the medical providers would understand there are "costs" to the neighborhoods as well when the Hospital/Medical Area is expanded.

There appeared to be agreement to look at intensification at the current site, as long as it resulted in an economically acceptable level. The neighborhood representatives believed that the development of a conceptual plan for the H/M area and surrounding area might identify strategies for reducing the costs associated with intensification.

MEETING 4 – APRIL 5, 2012

At the fourth meeting, the group members shared their thoughts regarding the perceived benefits and challenges to accomplishing growth through vertical intensification and horizontal expansion. **It should be emphasized that these thoughts were identified at a brainstorming session and no attempt was made to reach consensus on these comments.**

PERCEIVED BENEFITS TO INTENSIFICATION:

- Medical services would be in close proximity to each other
- Increases convenience to patients
- Meets expectations of current Land Use Policy Plan and Zoning Ordinance
- Would garner more support from neighbors and thereby generate less conflict
- Preserves urban core, promotes sustainable neighborhoods
- Promotes healthy lifestyles through walkable neighborhoods
- Provides an opportunity to develop a coordinated conceptual plan for H/M area and surrounding neighborhoods
- Preserves established landscaping

- Protects affordable housing stock
- Increases probability to attract single-family owners to the area
- Conserves City's cultural heritage, historical architecture, historic grid street pattern
- Promotes long-term stability for neighborhoods
- Increases positive perception of medical providers
- Provides positive urban visual image
- Eliminates need for expansion outside of the area for some time
- Retains or gains back patients lost because they were upset with past development decisions

PERCEIVED CHALLENGES TO INTENSIFICATION

- Very costly to medical providers to accomplish
- If intensify too much, then could be visibly distracting because of incompatibility of surrounding building sizes
- Will require medical providers to destroy some existing medical facilities that were not designed to accommodate vertical expansion
- Could increase traffic through the area
- Could increase noise and light pollution in the area
- The existence of multiple property owners makes it difficult to assemble properties to facilitate intensification in the H/M area east of Duff
- The finite boundaries in the H/M area make it difficult to create an attractive design for development
- Patients' dissatisfaction with the complexity of multiple parking ramps and larger facilities
- Intensification will require City incentives and changes in City regulations
- It is difficult to accomplish vertical expansion incrementally
- There will be disruption in operations during construction

- Requires creative visioning

POSSIBLE SOLUTIONS TO VERTICAL EXPANSION

- Need changes to relevant City policies/regulations to make intensification more economically feasible
- Need to obtain City incentives in order to make intensification more economically feasible
- The City could build and operate a ramp on the existing site west of Duff Ave. to accommodate the parking requirements for McFarland Clinic
- Incentivize patients and employees to use alternative forms of transportation (CyRide, Park N Rides, bike parking, etc.)
- Implement traffic calming techniques for the area
- Produce a conceptual plan for the entire area (H/M and surrounding neighborhoods)
- The City, or some other entity, could build a spec building to lease back to the medical providers
- Need to start with the assembly of land
- Implement design guidelines for the area
- Develop a plan to balance responsibilities, obligations, and incentives

PERCEIVED BENEFITS TO HORIZONTAL EXPANSION

- Affordable land is available to medical providers
- More efficiencies by retaining all the services in a campus setting
- Easier to accomplish incremental expansion
- The scale of buildings is less imposing to adjacent neighbors
- Patient convenience to having all services in one area
- Maintains the status quo because it is consistent with historic strategy for accommodating growth

- Less disruptive to the medical providers and patients during construction
- Provides an opportunity to add amenities for the neighborhoods (ped. Mall, park/open space, open air market, coffee shop, etc.)
- More comfortable for patients
- Provides potential purchasers for those wanting to sell their properties
- Providing a pathway to expansion should alleviate fear and promote stability of the neighborhoods

PERCEIVED CHALLENGES TO HORIZONTAL EXPANSION

- Disruptive to neighborhood identities
- Destroys affordable housing
- Creates a new ring of uncertainty
- Promotes blight and decreases the attractiveness for neighbors to invest in their properties
- There is an expectation that there is one solution that will solve the issue forever
- Cannot predict future health care needs nor the associate space needs
- Creates more disruption for neighborhoods
- Multiple property owners makes it difficult to assemble enough land to accomplish expansion
- It is not “neighborly” of medical providers to expand into the neighborhoods
- Destroys the City’s cultural heritage, historical architecture, historic grid street pattern
- Promotes negative perception of medical providers

POSSIBLE SOLUTIONS TO HORIZONTAL EXPANSION

- Create a plan with a mixed use concept with design guidelines
- Relocate existing homes to other sites within the City

- Revisit existing City regulations with an eye to making changes that would benefit medical providers and neighborhoods
- Incentivize patients and employees to use alternative forms of transportation
- Complete a comprehensive transportation plan for H/M area and surrounding neighborhoods
- Build new “affordable homes” in other areas to offset loss in the neighborhood
- Create a concept plan for the H/M area and surrounding area
- Provide remote parking for employees and/or patients to reduce the need for costly structured parking

MEETING 5 – MAY 3, 2012

The final meeting was devoted to determining the next steps for the group. The neighborhood representatives urged for support to develop a conceptual plan for the H/M area and surrounding neighborhoods. It was emphasized that the existence of a conceptual plan at this time could serve as a framework for future agreements regarding parking, traffic, square footage of buildings, etc. It was cautioned that planning is a slow process and it would be better to begin the conceptual planning process now before there is any commitment to a specific project. The use of an outside consultant who has extensive knowledge about innovative techniques that would protect surrounding neighborhoods and still accommodate the growth needs of the medical providers would be very helpful at this time. It was suggested that delaying the creation of such a plan at this time would result in it being too late to react.

The medical providers countered that since the need for additional space by the Medical Center and Clinic is not envisioned any earlier than three to five years from now, it is difficult to justify the time and energy to initiate the development of a conceptual plan at this time. There are too many unknowns at this time to create a worthwhile plan upon which to rely. It was suggested it might be better to establish some sort of threshold that would trigger the development of such a plan. In the meantime, the group could agree to meet periodically throughout the year to discuss issues of importance. Through these meetings the group could determine when the appropriate time will be to begin discussions about future expansion and the need for a plan.

Ultimately, the discussion group reached consensus on the following points.

- 1) It was agreed that a report needs to be written and presented to the City Council summarizing the discussions of the group and their recommendations.**

Steve Schainker will prepare the report and send it out to the group members for their review. Tentatively, the report will be presented to the City Council on June 26th. It is hoped that all members of the group will attend this presentation.

- 2) It was agreed that the group will meet throughout each year, at some yet to be agreed to interval, to discuss future facility needs as well as other issues of concern.**
- 3) For purposes of these future meetings, the group will be expanded to include two representatives from each of the five surrounding neighborhoods and two representatives from both the Medical Center and Clinic. The first meeting of this expanded group will be scheduled for October 18, 2012 at 4:00 p.m. at Mary Greeley Medical Center.**
- 4) It was agreed that the group will work to develop conceptual strategies to facilitate growth within the current LUPP boundaries, recognizing boundary adjustments may happen.**
- 5) The group will decide at one of their future meetings suggested in Agreement 2 above when the time is right to begin the process of developing the growth strategies.**

Staff Report

RENTAL HOUSING INSPECTION CYCLES

December 9, 2011

At the April 12, 2011 City Council meeting, the following resolution was passed, "Moved by Larson, seconded by Goodman, to direct staff to give a report and recommendation to Council on the idea of extending the inspections times for rental housing."

BACKGROUND:

In 2010, the City Council, staff and community members invested considerable effort to revise the City's Rental Housing Code. One of the motivating reasons for a major revision was that the existing rental code had been modified 27 times over a 17 year period, creating inconsistencies and difficulties for enforcement and compliance. A citizen committee of rental property owners, renters, and neighborhood representatives recommended wide ranging changes to Chapter 13, the Rental Housing Code. Included in those recommendations was a variable rental cycle meant to give credit to the best maintained and newest properties by allowing a longer period between rental inspections. The 2010 code revision also established shorter rental cycles for properties in need of more attention. The variable rental cycle and criteria from the Ames *Municipal Code* are highlighted below:

AMES MUNICIPAL CODE – CHAPTER 13

Section 13.301 (3)

(3) Inspection cycles.

Letters of compliance shall be issued for terms of one, two, three, or four years, shall expire at the end of those terms, and shall not be renewed without inspection. The period shall be determined by the Building Official based on the following criteria:

(a) One year

- (i) all fraternity and sorority occupancies;
- (ii) all dwellings in which a verified incident of over-occupancy occurred during the previous year;
- (iii) all dwellings which, due to a documented history of neglect and lack of maintenance require additional inspection to obtain compliance.

(b) Two years

- (i) all dwellings in which life safety violations, including broken/inoperable doors, ceiling, wall, and floor penetrations, have been found during the previous year;
- (ii) all dwellings in which provided alarm or fire sprinkler systems have not been continuously maintained;

- (iii) all dwellings which have been subject to more than two re-inspection fees in the previous year, due to owner or operator failure to correct deficiencies in a specified time period;
 - (iv) all dwellings which have been the subject of more than two verified property maintenance complaints within the previous year; with verification by Inspection staff of maintenance issues below neighborhood standards.
- (c) Three years
- (i) all dwellings which are found to have minor code violations (of a cosmetic rather than life safety nature) which are found to be corrected at the first re-inspection;
 - (ii) all multiple family dwellings not equipped with automatic fire sprinkler protection.
- (d) Four years
- (i) all single family dwellings with no code violations at the time of initial inspection;
 - (ii) all multiple family dwellings with no code violations at the time of initial inspection and which are equipped with automatic fire sprinkler protection throughout.

(4) New construction.

A four year Letter of Compliance shall be issued to each newly-constructed multiple family dwelling or unit or single family dwelling for which a building permit has been issued and a Certificate of Occupancy has been issued. The Certificate of Occupancy issued at completion of construction shall constitute the rental inspection approval required for issuance of the first Letter of Compliance (LOC).

IOWA CODE REQUIREMENTS FOR RENTAL HOUSING INSPECTION PROGRAMS:

Iowa Law requires cities with 15,000 or more residents to adopt a rental housing inspection program. According to *Iowa Code* chapter 364.17(3)a, "A city which adopts or is subject to a housing code under this section shall adopt enforcement procedures, which shall include a program for regular rental inspections, rental inspections upon receipt of complaints, and certification of inspected rental housing...."

Iowa Code provides that rental housing inspection programs may include, but are not limited, to the following areas:

- (1) A schedule of civil penalties or criminal fines for violations, fines for late payments, a lien on property for a failure to pay.
- (2) Authority to issue orders requiring violations to be corrected within a reasonable time.
- (3) Authority to issue citations upon a failure to satisfactorily remedy a violation.

- (4) Authority, if other methods have failed, for an officer to contract to have work done as necessary to remedy a violation, the cost of which shall be assessed to the violator and constitute a lien on the property until paid.
- (5) An escrow system for the deposit of rent which will be applied to the costs of correcting violations.
- (6) Mediation of disputes based upon alleged violations.
- (7) Injunctive procedures.
- (8) Authority by ordinance to provide that no rent shall be recoverable by the owner or lessee of any dwelling which does not comply with the housing code adopted by the city until such time as the dwelling does comply with the housing code adopted by the city.

Iowa Code also requires that “the enforcement procedures shall be designed to improve housing conditions rather than to displace persons from their homes.”

The state law does not specify the schedule during which inspections must be made, nor does it specify the particular manner in which they are to be made. As a result, Iowa cities have adopted several different schedules for rental housing inspections.

IMPACT OF INSPECTION INTERVALS OF PUBLIC SAFETY:

It is difficult to quantify the effect of extending a rental housing inspection cycle. In a report commissioned for the Department of Homeland Security, the Fire Protection Research Foundation notes: “In any single community, even a large city, there will not be enough deaths or injuries in properties that are required by code to be inspected to support statistically meaningful loss rates for use as inspection effectiveness measures.” In other words, the rate of incidents that can be attributed to inspections is so low that it would be impossible to effectively compare losses under a shorter inspection interval to losses under a longer inspection interval. Staff found only one study that attempted to quantify costs of longer inspection intervals. That study, from the 1970s, attempted to draw conclusions from incidents in cities where inspections were more frequent and compare them to incidents in cities where inspections were less frequent. In that case, they concluded that the rate of fires was higher in those cities where inspections were less frequent. However, it was noted by the authors that the small sample size calls their conclusions into question.

The City’s Risk Manager contacted the Iowa Communities Assurance Pool (ICAP) about potential effects of the inspection interval on the City’s liability. ICAP indicated that inspection frequencies do not have a direct effect on the general liability insurance rates of cities. Inspection intervals are evaluated as part of the inspection program as a whole in underwriting the City’s insurance policy. To trigger coverage, there would have to be a claim of negligence stemming from the inspection process on the part of the City.

RECENT INSPECTION RESULTS:

In May 2011, a new Housing Inspections Supervisor was appointed. In June of this year, the part-time Rental Housing Inspector position was authorized to move to a full-

time position. The previous part-time inspector applied for the position and was selected from the applicants. The summer months were spent training on the code revisions, responding to rental complaints, and scheduling new inspections starting in September. A significant accomplishment was closing a backlog of open inspections resulting in issuing 150+ letters of compliance.

As was described on pages 1 to 2 above, the *Municipal Code* calls for a variable cycle for inspections from one to four years depending upon a well defined set of criteria. Our recent inspections have resulted in the following time intervals for issuance of Letters of Compliance:

Issued 4 Year Inspection Cycle as a part of the Letter of Compliance	11%
Issued 3 Year Inspection Cycle as a part of the Letter of Compliance	63%
Issued 2 Year Inspection Cycle as a part of the Letter of Compliance	18%
Issued 1 Year Inspection Cycle as a part of the Letter of Compliance	9%
Total	100%

COMPARATIVE DATA:

When Ames' rental inspection cycles were compared to other Iowa communities, the results were as follows:

Questions	Ames	Cedar Falls	Cedar Rapids	Council Bluffs	Davenport	Des Moines	Dubuque	Iowa City	Sioux City	Waterloo	West Des Moines
1. In Ames, we have a rental inspections schedule calling for all rental units to be inspected at a minimum once every 4 years. Does your community have an inspection cycle goal? Yes/no	yes	Yes	yes	yes	yes	yes	yes	yes	yes	yes	Yes
2. If so what is your inspection cycle goal?	1- 4 yrs	3 yrs	5 yrs	Annual Self	6 yrs	2-3 yrs	1 Sect. 8, 5 yrs. for all other	2 yrs	2-4 yrs	5 yrs	2 yrs
3. If no, what is the average time between rental inspections?	same	Same	same	same	same	Unk.	same	same	same	same	Same
4. Do you conduct inspections of rental units based upon a complaint?	yes	Yes	yes	yes	yes	yes	yes	yes	yes	yes	Yes
5. Do you inspect only after a receipt of a complaint?	no	No	no	yes	no	no	no	no	no	no	No
6. Number of rental buildings	3,000	2,000	3,400	NA*	6,500	12,100	2,500	3,600	3,800	NA*	1,300
7. Number of rental units	12,324	6,000	22,000	8,500	15,800	36,700	9,000	16,600	10,700	9,800	10,000

Outside of Iowa, it is clear that the requirements for rental housing inspection vary considerably as well. For example, Boulder, Colorado requires inspections every four years for rental housing, but the inspections are to be completed by one of several City-approved private firms at the property owner's cost. Manhattan, Kansas recently eliminated their mandatory rental housing inspection program two years after its adoption due to concerns raised by landlords in the community. Their program is now voluntary. Columbia, Missouri inspects on a three year cycle, with the possibility of automatic renewal for another three years if no violations or complaints arise during the first three years.

STAFF COMMENTS:

The recently adopted rental code is unique to Ames. In an effort to balance the desires of rental property owners and the safety of rental unit occupants, the City chose not to adopt the International Property Maintenance Code as have many Iowa cities. Although our new rental code foundation lays in the International Property Maintenance Code (IPMC), Ames' code did not adopt approximately 50% of the IPMC. The citizen committee recommended adding specific language to protect the owners of registered rental units from having to meet 13 specified code issues. These "grandfathered" items helped to shield the rental property owners from additional expenses that may have been required by adoption of the IPMC.

Considerable discussion by the citizen advisory committee centered on the issue of rental inspection cycles. Previously, the City had a standardized rental inspection cycle of three years. The Code was revised to adopt a schedule that focused City resources on properties with the most code violations and rewarded new or well-maintained properties with the best inspection records with longer inspection cycles. In addition, the citizen committee developed the specific criteria that are being utilized for scheduling future inspections.

In reviewing recent inspection reports, it is clear that rental inspections are resulting in significant improvements for life safety of rental unit occupants. Over 65% of all multi-family units have code violations requiring re-inspections, and over 90% of single-family rentals need re-inspections. Some of the most frequent violations include inactive or missing smoke detectors, fire extinguishers not present or inoperable, inoperable exits and exhaust fans, general lack of sanitation, and exterior property maintenance issues affecting neighborhoods.

At the time Council referred this item to staff, discussion included possible establishment of a five year inspection cycle. An important question would be whether switching to a fixed, five year cycle will reduce the fees associated with the City's rental property inspection program. Based on current data and the ever increasing number of rental units needing inspections within our community, it is expected that the establishment of a longer inspection cycle will yield little overall savings, even when taking into account those units without previous violations.

In conclusion, Council should give direction to staff if the recently approved variable inspection cycles should be modified at this time. Given the relatively recent implementation of the existing variable cycle, as well as the many recent code revisions and staffing changes, it may be wise to allow more time to test this new system before further modifications are made.

COUNCIL ACTION FORM

**SUBJECT: REQUEST TO AMEND DEVELOPER AGREEMENT REGARDING
PARKING REQUIREMENTS AT 605 EAST LINCOLN WAY**

BACKGROUND:

On June 12, 2012 the City Council referred the attached letter from Kurt Friedrich requesting that he be given additional time to meet his obligation to construct additional parking spaces at his building at 605 East Lincoln Way.

The building at 605 East Lincoln Way which previously housed USDA offices has 10,000 square feet. Mr. Friedrich approached the City staff four months ago seeking our assistance in renting a portion of the building (5,500 square feet) for a health club. The problem was that there are 28 parking spaces available on the site and, according to the Municipal Code, the health club use would require all 28 spaces. Therefore, there were not enough parking spaces to satisfy the requirements for the remaining 4,500 square feet of vacant space.

Traditionally, staff would have required all of the parking spaces for the total building be in place before allowing any permits to be issued. However, in order to assist the property owner so he would not lose a major tenant for his building, the staff offered an innovative approach through the use of the attached Development Agreement. The agreement granted temporary occupancy to the health club and use of all 28 parking spaces on the site. In exchange, the owner agreed to 1) install an asphalt drive along the north side of 615-719 East Lincoln Way, 2) construct a new parking lot which abuts the east side of 605 East Lincoln Way with not less than 13 spaces by no later than July 1, 2012, and 3) not rent nor occupy the remaining space at 605 East Lincoln Way until the new remote parking lot is completed.

ALTERNATIVES:

- 1) The City Council can approve the request and authorize the Mayor to execute an amendment to the March 2012 Development Agreement with R. Friedrich and Sons, Inc. to allow for the completion of the required new remote parking lot no later than July 1, 2013.
- 2) The City Council can approve the request and authorize the Mayor to execute an amendment to the March 2012 Development Agreement with R. Friedrich and Sons, Inc. to allow for the completion of the required new remote parking lot no later than some other specified date.
- 3) The City Council can deny the request to extend the deadline to construct the required new remote parking lot.

MANAGER'S RECOMMENDED ACTION:

In an attempt to promote economic development and reflect a "Can Do" attitude, the staff has been working on recommendations that would reduce the number of off-street parking spaces required of business owners. An example of this effort is reflected on this agenda where a recommendation is being made to reduce the parking requirements for retail uses throughout the City. In order to promote redevelopment, staff will be studying parking requirements for all existing buildings. Unfortunately, other priorities have temporarily taken staff time away from this effort.

It is possible that a City policy change might occur as a result of a staff recommendation from this future study. Mr. Friedrich would like to delay the cost of installing this additional lot if a policy change could reduce or eliminate his obligation.

As long as the other protections reflected in the current Development Agreement are maintained (temporary occupancy for the health club and no occupancy for the remaining vacant space at 605 East Lincoln Way) until the required parking is provided, staff has no objection to extending the deadline for installing the parking lot. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 and authorize the Mayor to execute an amendment to the March 2012 Development Agreement with R. Friedrich and Sons, Inc. to allow for the completion of the required new remote parking lot no later than July 1, 2013.

The Council should understand, however, that given our current staff workload, it is not possible to predict when the comprehensive parking study will be completed. Further, there is no assurance that the recommendations emanating from that study will relieve this property owner from any or all of the parking requirements currently in effect.

Kurt Friedrich Broker/Owner, CRS

to:

Steve Schainker

06/07/2012 10:39 AM

Show Details

June 7, 2012

Mayor and Council:

It has come to my attention that Staff and Council will be reviewing parking requirements for various types of commercial uses. In lieu of this, I would ask for an extension of time in our Developer Agreement for 605, and 619-719 East Lincoln Way, relating to the requirements for paving a drive aisle and additional parking spaces by July 1, 2012, to some later date after Staff and Council have fully reviewed and considered potential changes to its commercial parking requirements (which may affect what we would be required to provide).

Thank you,

Kurt Friedrich, President
R. Friedrich and Sons, Inc.

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

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

Recitals

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

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

1. Ownership of Premises

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

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

615 East Lincoln Way is a mixed use strip mall containing nine suites, most of which are leased to tenants but with some space which is not currently leased. The total amount of parking available for uses at 615 East Lincoln Way is 94 spaces and this site has the driveways through which access to 605 East Lincoln Way is attained.

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

Because there is unleased space at 605 East Lincoln Way, some parking spaces are temporarily available for use at that location, and because Developer is in a

position to control the leasing of those premises, the City agrees to allow Developer to temporarily use all 28 available spaces at 605 East Lincoln Way for the use by the Health Club tenant and to provide access through 615-719 East Lincoln Way to 605 East Lincoln Way.

In exchange, the Developer agrees that it shall not rent nor allow occupancy or use of the other 4500 square feet of existing vacant space at 605 East Lincoln until the permanent remote parking lot for 605 East Lincoln Way is completed. The use of all parking spaces at 605 East Lincoln Way as temporary on-site parking mat commence on execution by the parties of this agreement, and immediately after Developer provides clearly marked parking stalls at 605 East Lincoln Way and placement of directional signage as may be necessary to show access and directions.

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

3. Permanent Remote Parking for 605 East Lincoln Way

The Developer agrees to construct a new parking lot on the undeveloped land it owns which is abutting the east side of 605 East Lincoln Way and north of the building at 615-719 East Lincoln Way to provide remote parking for uses in the building at 605 East Lincoln Way. The Developer agrees to provide not less than 13 parking spaces in that new lot to meet the additional number of spaces needed for anticipated uses in the building at 605 East Lincoln Way. The Developer will enter into a permanent remote parking agreement with the City to memorialize that arrangement.

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

4. Other Conditions

The Developer shall provide conspicuously posted signage at 615-719 East Lincoln Way to indicate access to for 605 East Lincoln Way. Access for 605 East Lincoln Way shall be permanently provided via recorded access easement across 615-719 East Lincoln Way.

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

The Developer understands that the Health Club will be granted a Temporary Occupancy Permit that allows occupancy through July 1, 2012 and will not be allowed further occupancy nor will they be issued a full Occupancy Permit until Developer has completed the permanent remote parking.

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

Dated this 6th day of March, 2012.

CITY OF AMES, IOWA

R. FRIEDRICH AND SONS, INC.

By Ann H. Campbell

By Kurt Friedrich

Ann H. Campbell, Mayor

Kurt Friedrich, President

COUNCIL ACTION FORM

SUBJECT: REQUEST TO MODIFY 2011/12 ASSET ALLOCATION TO MID-IOWA COMMUNITY ACTION (MICA)

BACKGROUND:

MICA has submitted a request to the City to modify its 2011/12 ASSET allocations by moving \$3,252 in unspent funds from the Family Development Program to the Food Pantry program. MICA has indicated that this change is necessary because of turnover in family development staff. A new staffer has been hired for this program, but will be unable to begin work until after the conclusion of the City's 2011/12 contract.

The Food Pantry program received a total of \$22,731 from all funders, which was spent by January. Since then, MICA has incurred approximately \$21,000 in additional Food Pantry expenses. Should the Council authorize a contract amendment, it should be applied retroactively, and those additional costs that have already occurred in serving City clients would be eligible for reimbursement.

Service	Original Allocation	Allocation Remaining	Proposed Allocation of Remaining Funds
Community Clinics/Child Dental	\$1,850	\$0	\$0
Dental Clinics	\$7,550	\$0	\$0
Fluoride Clinics	\$825	\$0	\$0
Food Pantry	\$15,016	\$0	\$3,252
Family Development and Education	\$6,730	\$4,366.09	\$1,114.09
TOTAL	\$31,971	\$4,366.09	\$4,366.09

MICA appeared at the Story County Board of Supervisors meeting on May 29th to request moving \$6,460 in unspent County funds from Family Development to Food Pantry. The County's allocation of \$1,432 for the Food Pantry was expended within three months. The Board of Supervisors expressed concern about the potential to undermine the ASSET process by amending the agreed-upon allocations. The County ultimately decided to transfer \$4,500 to the Food Pantry program which is proportionate to the amount that MICA in the first quarter. The \$1,960 in County funding that was not transferred to Food Pantry will remain in Family Development, and presumably go unspent this year.

There remains \$4,366.09 in Family Development and Education funds from the City that have not been drawn down. The last reimbursement request was made in February. All other City-funded MICA services have been fully drawn down.

Requests to transfer funds at the end of the year like this are rarely received from ASSET agencies. However, In June 2008, MICA requested that the City move \$10,035 from Family Development into the Food Pantry program. Similarly, in June 2009, MICA requested that \$2,000 of City funds be moved from Family Development into the Food Pantry. Both those requests were approved.

ALTERNATIVES:

1. Authorize an amendment to the City's 2011/12 contract with MICA to move \$3,252 in unspent Family Development and Education funds to the Food Pantry program.
2. Authorize an amendment to the City's 2011/12 contract with MICA to move a different amount.
3. Deny the request for a contract amendment.

MANAGER'S RECOMMENDED ACTION:

Contract amendments outside the ASSET process have been rare, although MICA has made similar requests in previous years. The Council should be cautious when considering changes in allocations that have been coordinated with the other Funders. However, MICA has made it clear that there are extenuating circumstances (three staff vacancies this past year) this year with a need for additional funding in the Food Pantry program, and that the funds in Family Development and Education will go unspent if left alone.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby authorizing an amendment to the City's 2011/12 contract with MICA to move \$3,252 in unspent Family Development and Education funds to the Food Pantry program.

COUNCIL ACTION FORM

SUBJECT: HEARTLAND SENIOR SERVICES REQUEST FOR ADDITIONAL 2011/12 ASSET FUNDING

BACKGROUND:

Heartland Senior Services has submitted a request to the ASSET funders for additional funds to supplement its 2011/12 allocations in the Nutrition Program. Heartland is projecting a deficit of \$36,052 for Nutrition, split between Congregate Meals (\$10,328 deficit) and Home-Delivered Meals (\$25,723.80 deficit). The City currently pays only for a portion of the Congregate Meals program. The Congregate Meals program was allocated \$14,781 in City funds through the ASSET process for 2011/12. As of June 21, all but \$1,264.23 of that allocation had been drawn down.

Heartland is requesting an additional \$5,990.47 in City funds for this year based on the proportionate share of City clients participating in Congregate Meals. Story County and United Way of Story County are being asked for additional funding for both Congregate Meals and Home-Delivered Meals. The City does not fund Home-Delivered Meals. Heartland's 2011/12 projection during budget hearings for Congregate Meals served was 21,500 meals. From July 2011 to April 2012, 19,737 meals were served.

Requested 2011/12 Increases

<u>Funder</u>	<u>Congregate Meals</u>	<u>Home-Delivered Meals</u>	<u>Total Request</u>
City of Ames	\$5,990.47	-	\$5,990.47
Story County	\$3,511.66	\$21,093.52	\$24,605.18
United Way	\$826.27	\$4,630.28	\$5,456.55
Total	\$10,328.40	\$25,723.80	\$36,052.20

ASSET staff has been working with Heartland over the past several months to determine an accurate accounting of the costs to provide Heartland's services. In previous years, Heartland's requested increases from ASSET have not been made by considering the actual cost of providing service, but rather by asking for a consistent percentage increase year after year. This has resulted in the ASSET allocations not keeping pace with the actual costs of service. Over the past nine months, staff has been aware that Heartland was in the process of revising its budget to provide a true cost of service. Heartland staff has indicated that without the requested funds, other ASSET-funded Heartland programs may have to be reduced to cut costs. Heartland has cited the rising cost of food and fuel as part of the rationale for the additional cost.

Staff cannot recall a time in the past when an agency has requested additional funds after the allocation process has concluded. ASSET Administrative Staff has

determined that the request should be presented to each Funder for consideration.

Since the fiscal year ends on June 30, a delay in action would make it difficult or impossible for Heartland to draw down additional funds, should the Council decide to provide them. The Story County Board of Supervisors plans to address this request at its meeting on Tuesday, June 26. Story County staff is expected to recommend that the County fund at least a portion of the request. United Way of Story County staff intends to recommend that the United Way board fully fund the request. **The justification for these recommendations is that Heartland has been communicating its progress in evaluating cost of service throughout the past several months.**

ASSET staff has also been working with Heartland to revise its 2012/13 budget. Council should recall that during ASSET allocations, funds were sequestered for Heartland's programs at an amount determined by ASSET staff and volunteers. None of the Funders has yet entered into contract with Heartland for 2012/13. Staff is working with Heartland to verify its cost estimates with the goal of ensuring that the funding provided does not fall short in 2012/13.

ALTERNATIVES:

1. Amend Heartland Senior Services' 2011/12 ASSET contract to reflect the higher cost per unit in order to provide an additional \$5,990.47 in the Congregate Meals program.
2. Amend Heartland Senior Services' 2011/12 ASSET contract to reflect some other amount to reflect the higher cost per unit.
3. Do not amend Heartland Senior Services' 2011/12 ASSET contract and thereby not establish a precedent of amending human service agency budgets in mid-year should their estimated cost of service exceed original contractual amounts.

MANAGER'S RECOMMENDED ACTION:

While Council should be concerned about the precedent of an agency asking for additional funds at the end of the year, this situation is unique in that Heartland has been communicating with ASSET staff over the past several months to prepare a revised budget that accurately reflects program costs. Without these funds, Heartland will likely need to either cut back programs or request additional funds for next year to replenish their reserves. The Council may recall that the City's ASSET priorities put an emphasis on meeting basic needs.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby amending Heartland Senior Services' 2011/12 ASSET contract to provide an additional \$5,990.47 in the Congregate Meals program. Funding

for this request will come from the available balance in the Local Option Sales Tax Fund.

Because the contract with Heartland Senior Services has not been finalized for FY 2012-13, it will still be possible to prepare a contract that will assure that next year's allocation does not exceed the budgeted amount.



Memo

City Manager's Office

40a

TO: Mayor and Ames City Council

FROM: Steven L. Schainker, City Manager

DATE: June 22, 2012

SUBJECT: Library Renovation Project

As you will recall, the Library bond referendum was overwhelmingly supported by the citizens of Ames. During the informational campaign in advance of the referendum, the Library Board emphasized that the renovation of the facility would involve a \$20,000,000 project funded by \$18,000,000 in G.O. Bond revenues, \$1,000,000 from a previous Library bequest already in the City accounts, and \$1,000,000 from future donations. A private firm ultimately was hired to assist in the solicitation of these donations.

Recently, I met with representatives of the Library Board to inquire about its proposed project budget. The timing of this meeting was very important because the Board is about to ask the Council to obligate the City to a number of expensive contracts associated with the renovation project. In addition, I had been informed that the estimated project cost had grown to over \$20,000,000, and the amount of donations received to date totaled only \$313,000. The remaining donations were to come from yet to be received pledges that are scheduled to be paid over a period of three years, and even the amount of outstanding pledges (\$470,966) will not generate sufficient revenue to cover the new estimated project cost.

At the meeting, I cautioned the Board representatives that to my recollection we have never proceeded with a project based on projected pledges, some of which might never be received. While I stressed it will be up to the Council to determine the level of risk to take on this project, I stated that I would prefer that we have a plan in place to only enter into project contracts that total the actual cash on hand.

This philosophy would require cutting back the project to the level of current revenues and/or identifying alternatives in the bid process that could be pursued later during the two year construction period once the additional cash is received. (I should emphasize that it is not unusual for departments to cut back their project cost and eliminate some of the amenities they had hoped for to stay within the revenue available at the time of bid letting.)

The Library Board was very supportive of this approach to financing the renovation project and has worked very hard with its consultants to reduce the project costs. The Board agreed to only obligate the City to contracts where there is money on hand to support the financial obligation.

The purpose of this agenda item is to bring the City Council up to date on the estimated budget for the renovation project (see below). While the total project cost is currently estimated to be \$20,085,000, the Library Board has agreed to proceed with a project totaling \$19,458,000 to match existing revenues. As additional revenues are received, additional improvements can be added to the project.

LIBRARY RENOVATION PROJECT

-Current Status Based on Expenditures Equaling Revenues on Hand-

REVENUE			EXPENDITURES	
G.O. Bonds	\$18,000,000		Professional Services	\$1,754,414
Existing Bequest	1,085,000		Owner Costs	\$2,838,040
Roy Carver Grant	\$60,000		Construction Costs	\$13,552,930
New Donations On Hand	\$313,000		Contingencies (7.3%)	\$1,312,616
Total Revenue	\$19,458,000		Total Expenditures	\$19,458,000

c: Lynne Carey, Assistant Library Director

Project: Ames Public Library
 Ames, Iowa
 Architect: MS&R Architects

Project Cost Summary

INTEGRITY
 CONSTRUCTION
 623 East Lincoln Way
 Ames, Iowa 50010
 6/20/2012

No.	Scope of Work/Description	Breakdown	Unit Price	Current Estimate	Amount	Remarks
Project Size		New Construction	27,990 sf			
		Remodel Construction	50,490 sf			
		Total	78,480 sf			
1	Construction Costs	78,480 sf	172.69 /s.f.		\$ 13,552,930	D.D. Cost Estimate
1.01	Construction Costs per CMPI Cost Management Report based on Design Development Drawings dated May 15, 2012			\$ 12,911,150		
1.02	Labor & Material Escalation Factor			\$ 555,180		
1.03	Repair/Replacement of Windows			86,600		
2	Estimate Contingency	78,480 sf	\$ 4.06 /sf		318,340	
	Estimate Contingency for Interpretation of Design Intent			\$ 318,340		
	Subtotal		\$ 176.75 /sf		\$ 13,871,270	
3	Change Order Allowance					
	Estimated Amount for Potential Change Orders	650,000				
	Current Change Order Budget	650,000	4.7%			
			4.7%		650,000	
	Total Construction Costs		\$ 185.03 /sf		\$ 14,521,270	
4	Professional Services				1,754,414	
4.01	Professional Design Services - Main Project			\$ 1,260,755		MS&R Architects
4.02	Professional Services for Furnishings		1,466,325	205,570		MS&R Architects
4.03	Reimbursable Expenses			40,000		
4.04	Printing of Bid Documents			40,000		
4.05	Phase 1 Environmental Study			19,200		Terracon Consultants
4.06	Code Related Testing During Construction			30,000		

Project: Ames Public Library
 Ames, Iowa
 Architect: MS&R Architects

Project Cost Summary



623 East Lincoln Way
 Ames, Iowa 50010

6/20/2012

No.	Scope of Work/Description	Breakdown	Unit Price	Current Estimate	Amount	Remarks
4.07	Geotechnical Soil Investigation			5,760		Allender Butzke Engineers
4.08	Topographical Survey			6,250		CGA
4.09	LEED Building Commissioning Services			49,879		Cornerstone Commissioning
4.10	LEED Application Fees			12,000		
4.11	Construction Advisor			85,000		Integrity Construction
	Subtotal				<u>\$ 16,275,684</u>	
5	Owner Costs				2,838,040	
5.01	Furnishings, Including Installation			1,781,335		
5.02	Book Security System			50,000		
5.03	Computers, Phones, & Network Equipment			-		
5.04	A/V Equipment for Major Meeting Room			50,000		
5.05	Book Conveying Systems			-		
5.06	Library Signage			116,816		
5.07	Inflation Allowance for FF&E			119,889		
5.08	Asbestos Abatement			150,000		
5.09	Moving Costs From Existing Library			35,000		
5.10	Moving Costs To New Library			35,000		
5.11	Temporary Location Expense			500,000		
	Subtotal				<u>\$ 19,113,724</u>	
6	Project Contingency					
	Project Contingency			344,276	1.8%	344,276
	Current Project Budget					<u>\$ 19,458,000</u> Based on Cash on Hand
7	Outstanding Pledges & Fundraising					
	Amount Pledged, but Not Received			470,966	3.2%	627,000
	Additional Fundraising			156,034		
				<u>627,000</u>		
	Total Project Budget					<u>\$ 20,085,000</u>

Project: Ames Public Library
 Ames, Iowa
 Architect: MS&R Architects

Project Cost Summary

INTEGRITY
 CONSTRUCTION
 623 East Lincoln Way
 Ames, Iowa 50010
 6/20/2012

No.	Scope of Work/Description	Breakdown	Unit Price	Current Estimate	Amount	Remarks
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Additional Project Scope Needs (draft)

		<u>Estimated Cost</u>	<u>Source of Funds</u>	
1	Upgrade Video Distribution	29,300		
2	As-Constructed Electronic Drawings	21,000	344,276	Current Project Contingency
3	Structural Upgrade for Compact Shelving	250,000		
4	Computers, Phones, Network Equipment	TBD	470,966	Current Pledged Amount
5	Book Conveying Systems	650,000		
6	New Shelving	TBD	TBD	Future Pledge Goal
7	Meeting Room Technology	TBD		
8	Video Surveillance	TBD		
9				
10	Subtotal of Additional Scope Needs	<u>950,300</u>	<u>815,242</u>	(135,058) Difference

Potential Cost Reduction Items

		<u>Est. Savings</u>
1	Reuse more existing furnishings	TBD
2		
3		
4		

COUNCIL ACTION FORM

SUBJECT: ENCROACHMENT PERMIT FOR AWNING AT 410-412 DOUGLAS AVENUE

BACKGROUND:

The owner of the building at 410-412 Douglas Avenue has requested an encroachment permit to allow an awning to occupy City right-of-way.

The proposed awning totals 88 square feet, and should not impair the operation of the road way.

The requirements of Section 22.3 of the Municipal Code have been met with the submittal of a hold-harmless agreement signed by the property owner and the applicant, and a certificate of liability insurance coverage which protects the City in case of an accident. The fee for this permit was calculated at \$88, and the full amount has been received by the City Clerk's Office.

ALTERNATIVES:

1. Approve the request.
2. Deny the request.

MANAGER'S RECOMMENDED ACTION:

It is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby granting the encroachment permit for the awning.



APPLICATION FOR ENCROACHMENT PERMIT

An Encroachment Permit approved by the Ames City Council is required for anything of a "fixed character" which is "upon, over or under" the surface of any "street, alley or sidewalk."

Address of Encroachment: 410 - 412 DOUGLAS AVENUE

Type of Encroachment: FABRIC AWNING

Name of Applicant: DENNIS JONES djbikeofames@yahoo.com

Address: 4211 Stone Brooke Rd

Applicant's Home Phone: 232-2923 Work or Cell Phone: 231-5188

Owner of Building: GOJ INVESTMENTS, LLC / DENNIS & CINDY JONES

Owner's Address: SAME AS APPLICANT

Owner's Home Phone: SAME Work or Cell Phone: SAME

These items must be submitted with your application prior to approval of the permit:

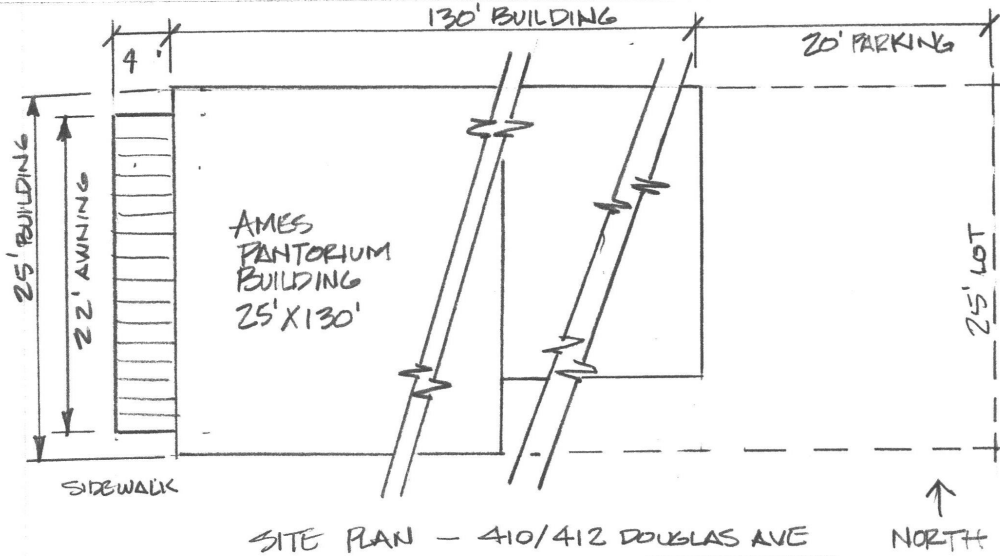
- 1. An Encroachment Permit Agreement approved as to form by the City Attorney and signed by the owner of the building where the encroachment will occur.
2. A sketch of the encroaching item (i.e., sign, canopy, awning, etc.) drawn to scale.
3. A sketch showing the placement of the encroaching item on the property.
4. An insurance certificate with comprehensive general liability coverage in an amount of not less than \$500,000 combined single limit. Said certificate must be accompanied with a copy of Endorsement CG 2013, naming the City of Ames as an additional insured on the policy. - ON FILE
5. A fee to be determined by the City's Building Official. The fee is \$1.00 per square foot of the encroachment or a minimum of \$25.00.

Applicant's Signature: [Handwritten Signature]

Owner's Signature (If Different):

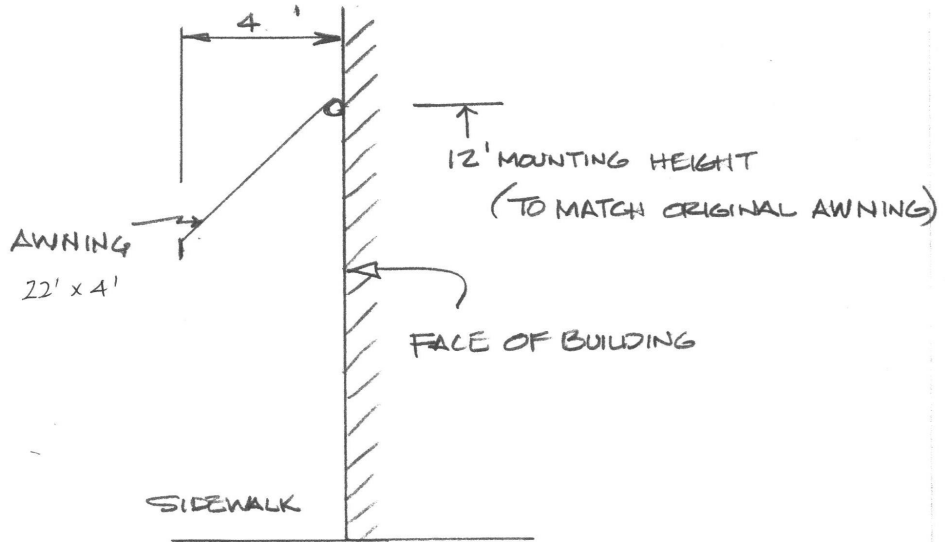
AMES PANTORIUM BUILDING AWNING

6/13/2012
DJones



SITE PLAN - 410/412 DOUBLAS AVE

1" = 10'



SIDE ELEVATION

1/4" = 1'-0"



**CITY OF AMES, IOWA
APPLICATION FOR PERMIT TO DISPLAY FIREWORKS**

(The outdoor use or exploding of "fireworks," as that term is defined by the *Code of Iowa*, is prohibited except when done in accordance with a permit authorized by the City Council.)

Name of Event: 4th of July Fireworks

Name of Organization Sponsoring Event: Ames Jaycees

Address of Organization: P.O. Box 624

Name of Applicant: Eric Divishek

Telephone: 319-431-0079 E-mail address: div78@hotmail.com

Organization's On-site Manager/Contact for Day of Display: Eric Divishek

Contact's Cell Phone Number on Day of Display: 319-431-0079

Date & Time of Event: July 3 9:45pm Rain Date(s) & Time: July 7 9:45

Exact Location of shoot/display: _____

Attach diagram of display location.

Size of shells and/or type of display: 1.3g Firework display 2"-5" shells
 Attach effects list or schedule.

Name of Display Operator/Responsible Shooter: J + M Displays / Kelm Brueschke
(This person is to be present on the day of the event.)

Attach a resume showing pyrotechnic certification or qualifications of this person.

Shooter's Work-week Phone: _____ Cell Phone (for day of display): 515 321 2761

Name of Insurance Company: Britton-Gallagher + Assoc. Inc
 See below for detailed information about insurance requirements.

Display sites are subject to examination by the City Fire Inspector or his/her designee. The Ames Fire Department has authority to cancel/postpone any display if it is determined that there are safety concerns.

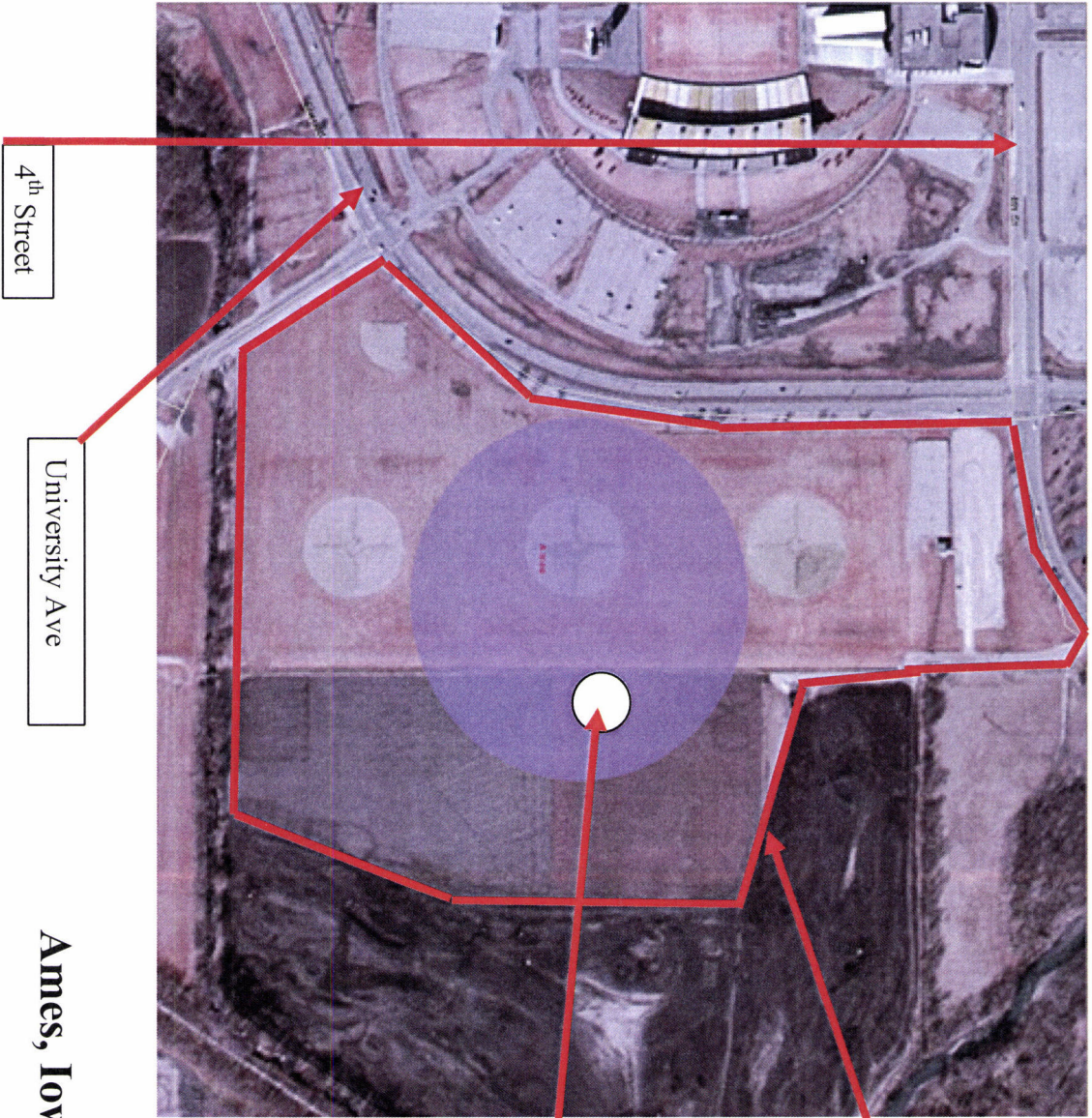
Signature of Applicant: _____ Date: 6-7-12

Signature of Display Operator: _____ Date: _____

- City of Ames Insurance Requirements:
- Comprehensive General Liability limits in the amount of \$1,000,000 combined single limit and Excess Liability limits in the amount of \$5,000,000. Coverage shall be at least as broad as the ISO Form Number CG0001 covering commercial general liability written on an occurrence basis only.
 - Applicant and/or Sponsor must be named as certificate holder(s).
 - The City of Ames, its officers and employees must be named as additional insured.
 - A copy of the current insurance certificate must be filed with the City Clerk.

NOTE: This application not to be used for displays originating on Iowa State University property. Instead, use the form found at <http://www.riskmanagement.iastate.edu/events/fireworks> or contact the Office of Risk Management at 515-294-7711. (ISU will forward the application and the City's portion of the fee to the Ames City Clerk.)

For Office Use:	<u>ISU will forward</u>
Date Fee Paid (\$25.00) <u>voucher</u>	Approved by Fire Inspector: <u>Tom Hennikson</u>



4th Street

University Ave

Ames, Iowa 4th of July Shoot Site

No Public Allowed
Safety Perimeter

Location of Motars, at least 500'
from any spectators

Applicant

Name of Applicant:	<u>Texas Roadhouse Holdings LLC</u>		
Name of Business (DBA):	<u>Texas Roadhouse</u>		
Address of Premises:	<u>519 South Duff Avenue</u>		
City: <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>	
Business Phone:	<u>(502) 638-5421</u>		
Mailing Address:	<u>6040 Dutchmans Lane</u>		
City: <u>Louisville</u>	State: <u>KY</u>	Zip: <u>40205</u>	

Contact Person

Name:	<u>April Bennett</u>		
Phone:	<u>(502) 638-5421</u>	Email Address:	<u>april.bennett@texasroadhouse.com</u>

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

Term: 12 months

Effective Date: 07/02/2012

Expiration Date: 07/01/2013

Privileges:

Catering Privilege
Class C Liquor License (LC) (Commercial)
Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>232415</u>	Federal Employer ID #	<u>31-1515794</u>

Ownership

Jill MarchantFirst Name: JillLast Name: MarchantCity: LaGrangeState: KentuckyZip: 40031Position General Counsel% of Ownership 0.00 %

U.S. Citizen

Price CooperFirst Name: PriceLast Name: CooperCity: GoshenState: KentuckyZip: 40026Position CFO% of Ownership 0.00 %

U.S. Citizen

Scott ColosiFirst Name: ScottLast Name: ColosiCity: LouisvilleState: KentuckyZip: 40245Position President% of Ownership 0.00 %

U.S. Citizen

Steven OrtizFirst Name: StevenLast Name: OrtizCity: StatelineState: NevadaZip: 89449Position COO% of Ownership 0.00 %

U.S. Citizen

Texas Roadhouse, Inc. (PublicFirst Name: Texas Roadhouse, Inc.Last Name: (Publicly Traded Company)City: LouisvilleState: KentuckyZip: 40205Position Manager/Owner% of Ownership 100.00 %

U.S. Citizen

W. Kent TaylorFirst Name: W. KentLast Name: TaylorCity: LouisvilleState: KentuckyZip: 40242Position Chief Executive Officer% of Ownership 0.00 %

U.S. Citizen

Insurance Company Information

Insurance Company: Twin City Fire Insurance Company

Policy Effective Date: 07/02/2012

Policy Expiration Date: 07/02/2013

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

Applicant

Name of Applicant:	<u>Ames Post No 37 of the Iowa Department th</u>		
Name of Business (DBA):	<u>American Legion, Ames Post #37</u>		
Address of Premises:	<u>225 Main</u>		
City: <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010000</u>	
Business Phone:	<u>(515) 232-9870</u>		
Mailing Address:	<u>225 Main</u>		
City: <u>Ames</u>	State: <u>IA</u>	Zip: <u>500100000</u>	

Contact Person

Name:	<u>Don Anderson</u>		
Phone:	<u>(515) 291-8444</u>	Email Address:	<u>ALAMES37@aol.com</u>

Classification: Class A Liquor License (LA) (Private Club)

Term: 12 months

Effective Date: 07/14/2012

Expiration Date: 07/15/2012

Privileges:

Class A Liquor License (LA) (Private Club)

Outdoor Service

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>73838</u>	Federal Employer ID #	<u>42-0630988</u>

Ownership

Dave Rehbein

First Name: Dave

Last Name: Rehbein

City: Ames

State: Iowa

Zip: 50010

Position Director

% of Ownership 0.00 %

U.S. Citizen

Donald Anderson

First Name: Donald

Last Name: Anderson

City: Ames

State: Iowa

Zip: 50010

Position officer

% of Ownership 0.00 %

U.S. Citizen

Howard Kyle

First Name: Howard

Last Name: Kyle

City: Ames

State: Iowa

Zip: 50010

Position Director

% of Ownership 0.00 %

U.S. Citizen

Insurance Company Information

Insurance 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:

Applicant

Name of Applicant:	<u>LJPS, Inc</u>		
Name of Business (DBA):	<u>Olde Main Brewing Co</u>		
Address of Premises:	<u>ISU Alumni Center, 420 Beach Ave. Second Floor</u>		
City: <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>	
Business Phone:	<u>(515) 232-0553</u>		
Mailing Address:	<u>316 Main St</u>		
City: <u>Ames</u>	State: <u>IA</u>	Zip: <u>50010</u>	

Contact Person

Name:	<u>Jamie Courtney</u>		
Phone:	<u>(515) 291-8346</u>	Email Address:	<u>jcourtney@oldemainbrewing.com</u>

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

Term: 5 days

Effective Date: 07/05/2012

Expiration Date: 07/09/2012

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>286196</u>	Federal Employer ID #	<u>770613629</u>

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:

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR THE IOWA SHRINE BOWL PARADE

BACKGROUND:

The Iowa Shrine Bowl is planning to have the 40th annual All-Star game in Ames on July 22 at Jack Trice Stadium. This event is a showcase for Iowa athletes who will be participating at the college level in football this upcoming school year.

As part of this event, the Ames Convention & Visitors Bureau (ACVB) is requesting to temporarily close streets for the Shrine Bowl Parade on July 21, which will help kick off the day's events. This parade will consist of Shrine units from around the state and is scheduled to start at 9:30 a.m.

To facilitate the parade, street closures are necessary at Fifth Street, Douglas Avenue, Main Street, Burnett Avenue, Kellogg Avenue, Clark Avenue, and Pearle Avenue. The parade will last until approximately 11:00 a.m., when the streets and parking areas will be opened to the public. The Shrine Bowl will provide volunteers to post signage along the parking areas and staff barricades at the intersections along the route. ACVB is requesting a waiver of parking meter fees for this event. The loss of revenue to the Parking Fund is estimated at \$200.

The parade procession is planning to stage in the east and west City Hall parking lots, which will be closed from 6:00 a.m. to Noon. It is requested that City vehicles be relocated for the weekend to the north side of the west City Hall Parking Lot M.

Police, Fire, and CyRide have been made aware of the temporary street closures for this parade. Any fees associated with Police staff directing traffic, if needed, will be billed to and paid by the ACVB.

ACVB is also requesting electricity from City outlets at Tom Evans Plaza for a sound system during the parade. A waiver of electricity fees, estimated at \$5, has been requested by event organizers.

Main Street Cultural District has expressed its support of this event.

ALTERNATIVES:

1. The City Council can approve the requests for the Shrine Bowl Parade on July 21, 2012 as follows:

- Closure of portions of Main Street, Douglas Avenue, Fifth Street, Burnett Avenue, Pearle Avenue, Kellogg Avenue, and Clark Avenue from 8:00 a.m. to approximately 11:00 a.m. for the parade
 - Closure of Parking Lot MM and the south portion of Lot M for parade staging between 6:00 a.m. and Noon
 - Waiver of parking meter fees for the parade route and staging areas
 - Use of outlets and waiver of electrical fees in Tom Evans Plaza
2. The City Council can deny the requests for the Shrine Bowl Parade and related activities.

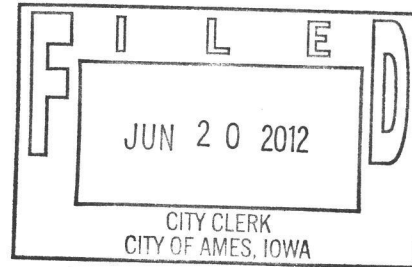
MANAGER'S RECOMMENDED ACTION:

The Iowa Shrine Bowl Parade, which opens the Iowa All-Star game, is a very popular event with Shrine units from around the state. This parade is a part of the many events planned for the Cultural District over the next several months.

It is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the requests for the Shrine Bowl Parade activities on July 21, 2012.



June 19th, 2012



Honorable Mayor Ann Campbell
City Council Members
P.O. Box 811
515 Clark Avenue
Ames, IA 50010

Dear Mayor Campbell and City Council Members,

Planning for the 2012 Iowa Shrine Bowl All-Star Football Classic is underway. Before the game, festivities include a parade that involves Shriners and various community groups and an autograph session immediately after the parade in Tom Evans Park.

We would like to hold the parade downtown on July 21st at 9:30 a.m. The route will start staging on 5th Street between Pearle and Burnett then proceed east on 5th, south on Douglas, west on Main St, and finish going north on Burnett. The west parking lots behind City Hall worked well last year as staging areas and we would like to utilize them again in this manner.

Following is a list of specific requests:

Utilities

- Costs for electricity needed for the events are requested to be waived. This includes electricity in Tom Evans Park including connection (meter) costs. A disc jockey will set up a sound system for the parade in Tom Evans Park.

Tom Evans Park

- Permission to use Tom Evans Park to set up a disc jockey for the parade is requested and Ames Parks and Recreation has been contacted.



Ames™
CONVENTION & VISITORS BUREAU

Smart Choice

Street Closures

- Permission to close 5th Street from Pearle to Douglas and Main Street from Burnett to Douglas.

We would like to continue to strengthen the relationship with Main Street Cultural District in support of these events. The parade route provides more visibility to spectators, brings shoppers to Main Street Cultural District, and allows us to showcase the hospitality of Ames.

Thank you for your consideration in supporting this request.

Sincerely,

Seann DeMaris
Sports & Leisure Sales Manager
Ames Convention & Visitors Bureau
1601 Golden Aspen Dr. Suite 110
Ames, IA 50010
515-956-4604
www.visitames.com

Staff Report

FLOOD MITIGATION PROJECTS

6/26/2012

BACKGROUND:

Following flooding in 2010, contractual engineering services were secured and Public Works staff submitted 11 projects for consideration under the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP). Unfortunately, nine of the projects have been denied federal funding due to the failure to achieve a benefit cost analysis greater than 1.0.

Included in the 2012-2017 Capital Improvements Plan is a new program entitled "Flood Response and Mitigation Projects" that includes \$820,000 in General Obligation Bonds and \$325,000 in Storm Sewer Utility Funds for anticipated local match (15%) for the 11 requested projects. The two remaining active HMGP projects (Stuart Smith Park Bank Stabilization and Northridge Parkway) will require a local match in an amount of, at least, \$165,000 if approved for FEMA funding. **This leaves an estimated \$980,000 in local funds (G.O. Bonds and Storm Sewer Utility Funds) available to be utilized for the remaining flood mitigation projects.**

The flood response and mitigation projects vary in category and number of properties/customers impacted.

-Some projects are erosion control projects that would prevent damage to public utilities or private residential units.

-Other projects would mitigate storm water runoff from entering private residential units through egress windows or doors that were constructed adjacent to storm water areas or lower than the adjacent storm sewer intake.

-Another category of projects includes mitigating for storm sewer overflow paths across areas not maintained by either home builders or homeowners; therefore, when the storm sewer becomes surcharged the residential units may be impacted.

SUMMARY OF PROJECTS (Not in priority order):

A description for each of the nine projects follows, along with additional information for each project that is intended to help prioritize the use of available funds.

Castlewood Place – Four apartment buildings (4 units per building) at the east end of Castlewood Place experienced flooding in the lower level units during August 2010. The storm sewer system in the area became overwhelmed causing the water to pond in the cul-de-sac. As the depth of the ponding increased to approximately 1.7' in the street, the storm water began to back up into the City's subdrain along the edge of the cul-de-sac. All five 4-plex units have piping connected to this subdrain from their sump pumps with the inlets located in front of the below-grade doors. The storm water was pushed back through the subdrain pipe and came out of the inlet in front of these doors, flooding the lower level apartments in four of the five buildings.

All 4-plex apartments in the neighborhood have below grade exterior doors to the bottom two units with small storm grates that are connected to the City's subdrain tile in the Right-of-Way. The area contains a sump condition (low point) with no overland flow path for large storm events. The existing parking lots, buildings, and storm sewers make it impossible to find overland relief and therefore require the existing storm sewer to completely drain the vicinity. This sump condition also requires adequate storage for larger storm events while the area is draining.

Damage documentation shows that a 2-year storm can cause minor damage to the area, while a 5-year storm will cause the same damage that we saw in 2010. A 25-year storm will drop an additional 2.44" of rain over the 1.2-acre watershed. It is estimated that a storm of this magnitude would add an additional 6" of water to the ponding depth and would therefore begin flowing down the stairs to the lower levels causing more damage to these units as well as begin entering a fifth building.

Currently there only exists one storm sewer intake at the end of the cul-de-sac that discharges through 12 and 15-inch pipe. The public improvement project would include installing larger storm sewer in the area, replacing the storm sewer intake to increase capacity, as well as require the property owner to add flap gates along the subdrain at each service connection in return for the City's improvements. These improvements would mitigate the area to a 50-year storm event.

Total documented flood damages = \$22,889

Total estimated project cost = \$72,000 (\$4,500 per apartment)

Waterbury Court – Three homes along Waterbury Circle and Stonebrook Road experienced damage to the basements during the 2010 floods as a result of water backing up to the west from Ada Hayden.

On August 11, 2010 the Skunk River rose to near 500-year levels forcing the City of Ames to close the flood gates at the south east corner of Ada Hayden Lake. As the drainage basin continued to empty from the August 8 to August 10 local rain events, Ada Hayden Lake continued to rise due to no outfall. The lake spilled out of its banks to the west and water filled the western ponds and surrounding low areas. At its peak,

water lapped approximately 2” up on the lower level windows of 1801 and 1805 Waterbury circle and entered a dry detention basin directly south of 1810 Waterbury Circle. At 1801 and 1805 Waterbury Circle foundation tiles and sump pumps became overwhelmed and were not able to keep up with the water entering the home. At 1810 Waterbury Circle water entered this property’s private storm sewer from the dry detention basin subsequently causing the basement to become wet. All other homes on Waterbury Circle were built at higher elevations and did not sustain flood damage.

It was determined that raising the trail on the west edge of Ada Hayden Lake to create a berm would allow for more storage within Ada Hayden Lake and would keep the water from backing up to 1801 and 1805 Waterbury. The area currently contains a City trail system and therefore requires the asphalt trail to be removed and replaced. **In order to keep the water from backing up into the existing basin, storm sewer, and north drainage ditch, it was also determined that backflow preventers (flap gates) would need to be placed on these pipes. These improvements would mitigate the area to a 50-year storm event.**

Total documented flood damages = \$48,709
Total estimated project cost = \$84,000 (\$27,900 per home)

North Park Villa – Four homes in this area experienced damage to their basements during the 2010 floods. The overflow area where storm runoff would have gone when the storm sewer becomes overwhelmed has not been maintained as a clear path for free flow. In addition, an electrical transformer may have become overwhelmed by the rising water thereby causing a power outage (as reported by some residents, but not yet confirmed by Ames Electric).

This project would include obtaining an easement and then re-grading areas to create positive drainage away from the units as well as improving storm sewer in the area and possibly raising the electrical transformer.

Total documented flood damages = \$33,152
Total estimated project cost = \$42,000 (\$10,500 per home)

Conceptually, this project will include obtaining an easement and installation of storm sewer to intercept storm water run-off that flows through the site. **However, applying current regulations, the private property owner would be required to design the development to accommodate this runoff flowing through their complex. Typically, the improvements mentioned above would be installed and maintained by the private property owner.**

Oakwood Road Area – The Oakwood Road area has experienced flooding on several occasions due to storm water flowing overland and into garages and window wells. An estimated 19 homes on White Oak Drive and Woodview Drive plus the Wessex apartment complex garages have experienced flood damage.

The proposed project would include installation of a 24" RCP storm sewer along Oakwood Road to University Boulevard. The new storm will tie into the existing 36" storm which flows south on University Boulevard. The new storm sewer will provide additional capacity to this area to relieve storm sewer surcharge and prevent roadway overtopping.

Total documented flood damages = \$203,396
Total estimated project cost = \$510,000 (\$26,842 per home)

Schubert Street and Todd Drive – Three homes along Schubert Street and Todd Drive have experienced repeated flooding during storm events. The existing storm sewer picks up runoff from the Right-of-Way along west Lincoln Way and carries the flow within pipes south to a discharge point in College Creek. Some storm sewer flows between existing home foundations to connect into the storm sewer network within the street right-of-way. These existing mains are located either within street right-of-way or else within storm sewer easements.

Conceptually this project would include grading and additional storm sewer pipe installation in order to mitigate the flooding.

Total documented flood damages = \$42,047
Total estimated project cost = \$120,000 (\$40,000 per home)

One reason why the documented damage cost was so low is due to the fact that after repeated smaller (non-FEMA eligible) events, some residents quit using their basement for storage, etc. therefore they did not technically have damage to document. Other residents did not keep adequate documentation of the damage that they encountered.

Trail Ridge Landslide – During the flood events, areas of the Clear Creek bank eroded, causing landslides to occur along the hillside on an outside curve of the creek. The high ground saturation in combination with the continued heavy rainfall caused larger quantities of stream bank to erode. One house is bordered by the eroding creek to the northwest. **Existing public storm and sanitary sewer pipes are located adjacent to the house and flow into/under this section of the creek.**

Grading and land stabilization needs to occur in order to prevent impacts to this home and the public utilities. It is estimated that at least nine homes are connected to the sanitary sewer in the vicinity of the erosion. The area of Clear Creek that is so heavily eroding toward this home is on City of Ames property (Munn Woods) and would typically be the City's responsibility to stabilize.

Total documented flood damages = \$238,800 (value of one home)
Total estimated project cost = \$250,000 (\$27,777 per house served by sewer)

Pi Kappa Alpha (PIKE) & Phi Kappa Theta (PKT) – These fraternity houses are located lower than the surrounding area and have experienced repeated flooding of the lower levels. The two fraternities and one 2-unit apartment building are located south of Lincoln Way and west of Beach Avenue. The neighborhood in general is graded to naturally drain through these properties. The houses located along Gray Avenue and Sunset Drive are at higher elevations than the properties experiencing water damage. Therefore, the two houses experiencing damage are receiving the water runoff from the area of Gray Avenue/Sunset Drive/Lincoln Way/Beach Avenue.

Conceptually, this project will include obtaining an easement and installation of storm sewer to intercept storm water run-off that flows through the site. **However, applying current regulations, the private property owner would be required to design the development to accommodate this runoff flowing through their site. Typically, the improvements mentioned above would be installed and maintained by the private property owner.**

Total documented flood damages = \$42,254
Total estimated project cost = \$60,000 (\$20,000 per building)

Utah Drive Landslide – During the flood events, areas of the Clear Creek bank eroded causing landslides to occur along the hillside on an outside curve of the creek. The high ground saturation in combination with the continued heavy rainfall caused larger quantities of stream bank to erode. Two houses are bordered by the creek to the northwest.

Grading and land stabilization is necessary in order to prevent impacts to the homes. The area of Clear Creek that is so heavily eroding toward these homes is on City of Ames property and would typically be the City's responsibility to stabilize.

Total documented flood damages = \$515,300 (value of two homes)
Total estimated project cost = \$250,000 (\$125,000 per home)

South Duff Siphon Access Structure – This siphon was submerged for a number of days during the 2010 floods, thereby hindering maintenance crews from having full access to the structure. It is estimated that this loss of access equates to a potential loss of sanitary sewer service for approximately 4,800 people for 24 hours with each occurrence.

This project would include raising the elevation of the access to allow maintenance crews to have access even during flood events. This project cost estimate is \$60,000.

Typically this project, since it impacts public utilities, would be a higher priority amongst the nine flood mitigation projects. However, as part of the current Sanitary Sewer System Evaluation (SSSE) the engineering consultant and City staffs are evaluating the

overall design and condition of each of the siphons that exist within the community. This evaluation will determine whether the existing siphons are in good condition and the best design for the community. **Considering this, it is recommended to first complete this evaluation through the SSSE before moving forward with raising the access point. Any improvements identified could potentially be funded through the Sanitary Sewer Rehabilitation Program.**

OPTIONS:

1. Approve the Trail Ridge Landslide, Utah Drive Landslide, Castlewood Place, Schubert Street & Todd Drive, and Waterbury Court projects to be funded from the 2012/13 Flood Response and Mitigation Projects program.
2. Approve the Trail Ridge Landslide, Utah Drive Landslide, Castlewood Place, Schubert Street & Todd Drive, Waterbury Court, North Park Villa, and PIKE/PKT projects to be funded from the 2012/13 Flood Response and Mitigation Projects program.
3. Approve some other combination of projects that are estimated to cost \$980,000.
4. Approve only the Trail Ridge Landslide in order to protect public infrastructure.
5. Direct staff on how to further mitigate flooding of these areas.
6. Do not approve funding for any of the projects.

COUNCIL ACTION:

The table below summarizes staff’s attempt to prioritize the nine remaining projects based on the following four criteria:

- Protection of public utilities
- Severity of potential damage to a private home
- Public storm water issue
- Source of storm water from public property

Location	Documented Damage	Project Costs	Cost Per Unit
Trail Ridge Landslide	\$238,800	\$250,000	\$27,777
Utah Drive Landslide	\$515,300	\$250,000	\$125,000
Castlewood Place	\$22,889	\$72,000	\$4,500
Schubert Street & Todd	\$42,047	\$120,000	\$40,000

Drive			
Waterbury Court	\$48,709	\$84,000	\$27,900
Oakwood Road Area	\$203,396	\$510,000	\$26,842
North Park Villa	\$33,152	\$42,000	\$10,500
PIKE/ PKT	\$42,254	\$60,000	\$20,000

Since \$980,000 remains from the budgeted amount for flood mitigation projects, it is possible to fund the first five projects (\$776,000) listed above. The remaining monies are needed at this time for project contingencies, since we do not have specific design documents developed yet. Any remaining funds after we complete the first five projects could be utilized to implement more cost effective options for dealing with the Oakwood Road project.

Since the North Park Villa and PIKE/PKT projects involve solely private property issues, staff would recommend that they not be considered for City funding at this time.

The next steps for the City Council are:

- 1) To determine if we should proceed to issue all of the \$820,000 in G.O. Bonds for neighborhood flood mitigation projects as originally planned, and,**
- 2) To determine which, if any, of the remaining projects should be funded totally from local City monies.**

COUNCIL ACTION FORM

SUBJECT: EXCESS WORKERS' COMPENSATION INSURANCE

BACKGROUND:

The City purchases excess Workers' Compensation insurance coverage through Safety National. This coverage limits the City's self-insured workers compensation claims (including police and firefighter 411 disability claims) to a set dollar amount, above which Safety National fully insures the claim.

The City's current policy will expire on June 30, 2102. Safety National provided a renewal quotation based on the City's estimated FY 2012/13 payroll (approximately \$34.8 million) times the insurer's rate. That rate is affected by a review of the City's past claims experience and national trends such as overall claims experience and medical cost inflation.

Each workers compensation claim is covered by Safety National's excess coverage if it meets or exceeds the \$500,000 threshold for the 2012/13 proposal. Previously, the maximum exposure per claim for the City was \$475,000. Nationally the insurance industry has been increasing the floor for coverage due to increased police and fire claims, which is one of the City's exposures. This is not due to losses incurred by the City of Ames.

<u>Rate per</u> <u>\$100 of Payroll</u>	<u>Insured's</u> <u>Retention</u>	<u>Annual</u> <u>Premium</u>
2011/12 \$0.1610	\$475,000	\$54,564
2012/13 \$0.1706	\$500,000	<u>\$61,920</u>

The City has a definite exposure to long-term medical disability expenses from statutory 411 police and firefighter claims as well as other major exposures across the City, such as line workers and power plant workers.

The City's 2012/13 Budget anticipated the renewal cost to be \$57,606. The budget shortfall for this coverage will be added to departmental payments to the Risk Management Fund for this purpose for 2012/2013.

ALTERNATIVES:

1. Accept the quote from Safety National with the increased \$500,000 Retention and annual premium of \$61,920.
2. Reject the quote from Safety National and direct staff to search for other alternatives.

MANAGER'S RECOMMENDED ACTION:

Safety National continues to provide acceptable excess workers compensation insurance for the City of Ames.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the renewal of insurance coverage with Safety National, with a \$500,000 retention and an annual premium of \$61,920.

COUNCIL ACTION FORM

SUBJECT: **RENEWAL OF CASUALTY AND LIABILITY INSURANCE**

BACKGROUND:

The City's casualty and liability coverage insurance policy expires on June 30, 2012. This coverage has been placed with the Iowa Communities Assurance Pool (ICAP) since July 1, 2004. ICAP is a member-funded group insurance pool that provides property and casualty coverage to nearly 640 Iowa public entities. Every ICAP member has equity that increases through the first six years of membership, at which point the member is 100% vested and becomes eligible for an annual surplus distribution. With this renewal, the City of Ames will have seven years in ICAP's program. In late August or early September the City will receive the third of three checks in the amount of \$70,484.62, which will be used to offset premium costs that are allocated to City departments.

In addition, there is a member distribution redemption which is an amount that varies depending on the amount of investment income earned by the pool during the prior policy year. For the 2012/13 policy year, the City of Ames will receive \$41,282.35 that will be credited against the premium invoice.

The following coverages are provided by ICAP:

- General Liability
- Automobile Liability
- Automobile Physical Damage for Bookmobile
- Transit (CyRide)
- Public Officials
- Law Enforcement Activities
- Fidelity Bond

Staff did not seek alternatives to this program this year. The relationship with ICAP continues to be a solid and we have been receiving quality claims and loss control services. The only major ICAP coverage change for the 2012/13 policy year is the elimination of property coverage for the Ice Arena, which is being moved to the main property insurance program for the City beginning on July 1st.

	2011-2012 \$12.0 M Limits Expiring	2012-2013 \$12.0 M Limits Proposal
General Liability	\$194,514	\$198,928
Auto	61,894	62,422
Transit	152,927	154,231
Public Officials	29,982	30,624
Law Enforcement	31,473	32,132
Auto PD Bookmobile	534	534
Bonds, incl. fee	<u>6,450</u>	<u>6,450</u>
	\$477,774	\$485,321
Member Distribution	<u>(32,763)</u>	<u>(41,282)</u>
Total	\$445,011	\$444,039

ALTERNATIVES:

1. Accept the 2012/13 proposal from the Iowa Communities Assurance Pool in the net amount of \$444,039.
2. Reject the proposal from ICAP and have staff seek other quotations for coverage.

MANAGER'S RECOMMENDED ACTION:

ICAP continues to provide acceptable property and casualty coverage for the City of Ames.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the renewal of insurance coverage with the Iowa Communities Assurance Pool in the net amount of \$444,039.

COUNCIL ACTION FORM

SUBJECT: 2012/13 PROPERTY INSURANCE COVERAGE

BACKGROUND:

The insurance policy for the City's property (building and contents) coverage expires on June 30, 2012. FM Global has provided this coverage to the City since 2005.

This is not the usual renewal of an existing policy. The expiring policy proposal was accompanied by a warning letter from FM Global that they would not offer us a renewal beyond the 2012-13 policy year unless major capital improvements were made at the Power Plant. This warning stemmed from ongoing disagreements between their loss control engineers and our Electric Production management concerning prioritizing capital improvements for what they considered critical to loss prevention.

Because we faced the prospect of non-renewal by the incumbent, who is the only large commercial property insurer who sells insurance on a direct basis, staff advised the Council that it would be advisable to conduct an RFQ/RFP process to select an insurance broker. Procuring the services of a broker would allow the City to access other large commercial insurers beyond the incumbent carrier. On April 10, 2012, Council approved an agreement with Willis of Illinois for these broker services.

On May 15 and 16, five engineering representatives from potential quoting insurers, two engineers from Willis, and the City's Risk Manager spent two days conducting risk assessments at the Power Plant and Gas Turbine sites. These on-site inspections, plus several gigabytes of electronic files, were provided by Electric Services staff to provide sufficient information for their underwriters to determine interest in and pricing for the Ames property account.

Between May 16 and the June 19 Council work session, the Risk Manager and Willis were actively engaged in negotiations of the pricing, terms and conditions of the quotes represented by Options A, B, C and D. Those options were provided to Council at the June 19 work session, and are now being presented for Council's decision.

Follow-up Questions and Information from June 19 Council Work Session

The following slides were updated following the Council's recent work session:

#14 to show the corrected location of the Intermodal Facility, which is being communicated to the broker.

#17 to add a comment that the vehicle list represents concentrations of vehicles at various departments, and is not the entire list of City-owned vehicles.

#20 to correct the 2012-13 Account Rate entry for FM Global. The previous entry of \$.1488 was corrected because the TRIA (Federally defined terrorism premium) was inadvertently left out of the calculation. The corrected rate is \$.1607.

#26 to revise the orange bars depicting the \$5.0 Million Excess Flood Layer included with the Chubb Muni coverage.

#27 to insert the \$350,000 Deductible in the "Option C & D" Column for the Unit #8 Turbine/ Generator

#28 is a new table depicting Account Rates for the various Options. Account Rate is the Premium divided by the Total Insured Values (TIV) the insurer is exposed to. The Premiums shown in blue font are cross-referenced to the corresponding slide numbers that show the coverage diagrams.

#29 is a new slide showing how the different deductibles would be calculated for each Option. A handout will be provided to show detailed calculations of how the Limits and Deductibles could yield a net claim amount in the event of a tornado loss scenario that was shown in the slides and discussed at the work session.

Insured Values: Financing the Appropriate Amount of Risk

At the June 19 work session, information was discussed regarding the process professional risk managers utilize in the identification, quantification and prioritization of risk. Risks that cannot be eliminated or controlled, that can have a material effect on the financial health of an organization, should be dealt with by selecting a combination of both risk mitigation and risk financing techniques.

The City's options for insurance risk financing is limited by real world factors such as the relatively small size and older age of our power generation facilities and the proximity of other facilities to high risk flood zones. Given these limitations, we were unable to provide an exact match to the incumbent insurer's insurance policy limits and still offer viable options for pricing, terms, conditions and risk acceptance.

The key issue when considering the options presented is this: How much insurance is enough? When considering the amount of coverage for large-scale risks, the Maximum Foreseeable Loss (MFL) should be analyzed. While not the sole consideration, a realistic MFL is a valid tool when making the final risk financing or insurance buying decision, even if it is less than the Total Insured Value (TIV).

For the 2012/13 Policy Year, the City's TIV of \$513,191,332 includes appraisal updates, added locations, the CyRide Intermodal Facility and the Ice Arena (formerly in the ICAP insurance program). Only FM Global has the underwriting capacity as a single insurer to provide limits sufficient to cover the City's TIV (they are offering \$515.0 Million). The maximum limits available in the insurance marketplace other than FM Global are up to \$150,000,000 per insurer. To reach insurance limits which adequately address the City's MFL requires structured insurance programs utilizing multiple companies.

Ames Maximum Foreseeable Loss (MFL)

At the June 19 meeting, an MFL scenario was proposed of a Joplin, Missouri type F5 tornado touching down at the CyRide facility, traveling east down Lincoln Way, and not lifting up until it has passed the City Maintenance Facility in east Ames. At 100% total destruction, the TIV of City facilities along this path needs to be considered in light of what valuation we use for the Power Plant. If we are not planning (or are not permitted) to replace the Power Plant, then up to approximately \$112.0 Million in Actual Cash Value (ACV) claim funds would be the coverage available. Together with other Power related facilities, this would yield a maximum \$195 million Power related loss. If the Power Plant were rebuilt at its current site, it has a replacement cost of approximately \$296.0 Million. This would increase the overall Total for Power related locations to \$379.0 Million. This is probably not a realistic scenario, but figures for this are shown in Slide 19. Non-power Municipal facilities in the tornado scenario would amount to an approximate loss of \$110.0 Million. The list and values of properties in the path of total destruction will be provided to Council in an updated spreadsheet, for which the totals are shown in Slide 19.

Splitting the Program

Given the maximum loss potential of \$195 million (ACV - Power), \$379 million (Replacement Cost – Power) and \$110 million (“Muni” or Non-power) in the tornado scenario, it became clear that splitting the Power Generation and related assets (named “Power”) from the Muni assets would provide the best available options, based on what is available to the Ames account in the marketplace. The split programs are compared to the FM Global program in Options A, B, C and D.

The Options are listed in the following table.

Option	2011-12	2012-13	Option vs. Budget
Budget	---	\$685,895*	---
A	\$677,330**	\$823,915	+\$138,020
B	---	\$691,011	+\$5,116
C	---	\$601,089	-\$84,806
D	---	\$575,839	-\$110,056

*includes Ice Arena

**does not include added coverage for buses

The numerous differences among the insurers in Total Limits, Sub-limits, Deductibles and Flood Insurance are detailed in the Power Point slides and hand outs.

ALTERNATIVES:

1. Accept the proposal from FM Global for renewal of property coverage and boiler and machinery coverage during 2012/13 in the amount of \$823,915.
2. Accept one of the three options provided on the attached power point presentation (B,C, or D), according to the City Council's comfort with the level of risk the City would assume. The maximum insured limits reflected in these options varies from \$150,000,000 to \$300,000,000.

MANAGER'S RECOMMENDED ACTION:

Due to the ever increasing cost of property insurance coverage, it seems to be an appropriate time to consider a new approach to insuring our property that does not assume all of the City's facilities will be destroyed during the same disaster event. This change in philosophy would lead the Council to consider Options B, C, or D.

Staff believes the move to a total insured coverage of \$150,000,000 might be too radical of a switch in philosophy to justify at this time. If the Council members concur, you will have to decide which of the remaining two options (B or C) satisfy your risk tolerance level. While Option B costs \$90,000 more than Option C, it does provide an additional \$100,000,000 of coverage. However, Option C offers lower deductibles than Option B should a disaster occur.

In the event that Council feels most comfortable staying with the incumbent insurer, this would be done with the recognition that the City is paying for a gross level of coverage that can never be collected. In order to hope for an FM Global renewal after 2012/13, the Council would also need to recognize the urgency of spending between \$1 million and \$4 million to address FM Global's highest capital improvement priorities within the next twelve months.

Property Insurance and Risk Management



David W. Eaton, ARM
Risk Manager
June 26, 2012

The Risk Management Process

- **Identify** risk exposures
- **Evaluate and prioritize risks, based on potential impact** on organization
- **Eliminate, reduce and control** as much risk as possible
- **Select risk management techniques** for **remaining risk**
- **Implement** the chosen handling techniques
- **Monitor** the results
- **Modify** the techniques **as needed**

This process assists an organization in controlling its own destiny, versus relying solely on insurers and the insurance marketplace as a risk handling technique.

Risk Management is really just *Basic Management*

Risk Management

Management 101

-
- A vertical line separates the two columns. Red arrows point from the Management 101 steps on the right to the Risk Management steps on the left. The arrows are: PLAN to Identify; ORGANIZE to Evaluate and prioritize; ORGANIZE to Eliminate or reduce; ACTIVATE to Select techniques; ACTIVATE to Implement; CONTROL to Monitor; CONTROL to Modify.
- Identify
 - Evaluate and prioritize
 - Eliminate or reduce
 - **Select techniques**
 - Implement
 - Monitor
 - Modify
- PLAN
 - ORGANIZE
 - ACTIVATE
 - CONTROL

Risk Handling Techniques

- **Self-assumption**
- **Risk Control**
 - **Employee Safety**
 - **Facilities**
 - **Liability**
 - **Special Risks**
- **Risk Finance, examples:**
 - **Self-insurance**
 - **Insurance**
 - **Accounting accrual or reserve fund**
 - **Line of credit**
 - **Ownership % of Captive insurance company**
- **Risk Transfer (i.e., contracts)**

Property Risk Control

The Three Pillars of Protecting Property Risks

- **HPR - Qualities of a Highly Protected Risk (Property)**

For high-value facilities, this means placing primary emphasis on protection systems.

- **The Human Element - Training**

The best protection systems in the world may not offer much protection if they are improperly managed and operated by local personnel.

- **BCP - Business Continuity Planning**

- **Risk Management** can help prevent a loss or mitigate its impact.
- **Insurance** can provide the dollars for rebuilding.
- **BCP** is necessary to re-start the organization's critical processes to supply products & services during a disruption.

10 Basic Qualities of a Well-Protected Facility (HPR)

1. Management Commitment to Loss Prevention
2. Suitable Construction
3. Protection Against Exposure Hazards: Fire, Windstorm, Flood, Earthquake, etc.
4. Sprinklers Where Needed
5. Adequate Water Supply
6. Special Hazards Protected
7. Good Housekeeping
8. Regular Inspections
9. Good Maintenance of Buildings and Equipment
10. Human Element: Emergency Organization for the Facility

The above answers the question, “What should management do to mitigate property risk at our facilities?”

2008 – 09 FM Global Renewal Cover Letter

As you know, the above policy is scheduled to renew on 1 July. We have been reviewing our file and the latest Risk Reports for your facilities in preparation for the renewal. When we began as business partners in 2005, there was a clear sense that in the first few years, many of the risk improvement items we had identified at that time would be evaluated and completed. Quite honestly, we are rather disappointed in the lack of progress in risk improvement at your facilities.

While we do appreciate the City of Ames as a business partner, the normal spirit of partnership we normally see with virtually all of our customers seems to be lacking. I am hopeful we can mutually agree to correct the situation.

2011 – 12 FM Global Renewal Cover Letter

I am pleased to present to you our renewal proposal for the coming year. As discussed in our recent meeting, our risk improvement recommendations at the power plant remain open. In order for us to continue our relationship beyond July 2012, these recommendations must be well on their way to completion during the coming policy period.

We appreciate the City of Ames as a business partner and want to continue into the future. However, we will only be able to do so with risk improvement.

Excerpt: RESOLUTION NO. 12-041 (2/14/12)

RESOLUTION AWARDING PROFESSIONAL SERVICES AGREEMENT FOR POWER PLANT FIRE RISK MITIGATION FOR THE CITY OF AMES, IOWA

WHEREAS, **in order to address these fire risks and possible loss events**, staff is pursuing a contract to provide fire protection engineering, contract administration, and possible field installation oversight; and,

WHEREAS, the 2012-2017 Capital Improvements Plan recently submitted to the City Council outlines **planned fire protection improvements to various facilities within Electric Production, and the Risk Manager and the Utility staff have agreed that the projects in this plan will address the most pressing needs for fire protection upgrades** within Production; and,

WHEREAS, **staff will utilize this contract to prioritize our plans with the City's Risk Manager and the insurance company** to achieve the most value and protection for the dollar; and,

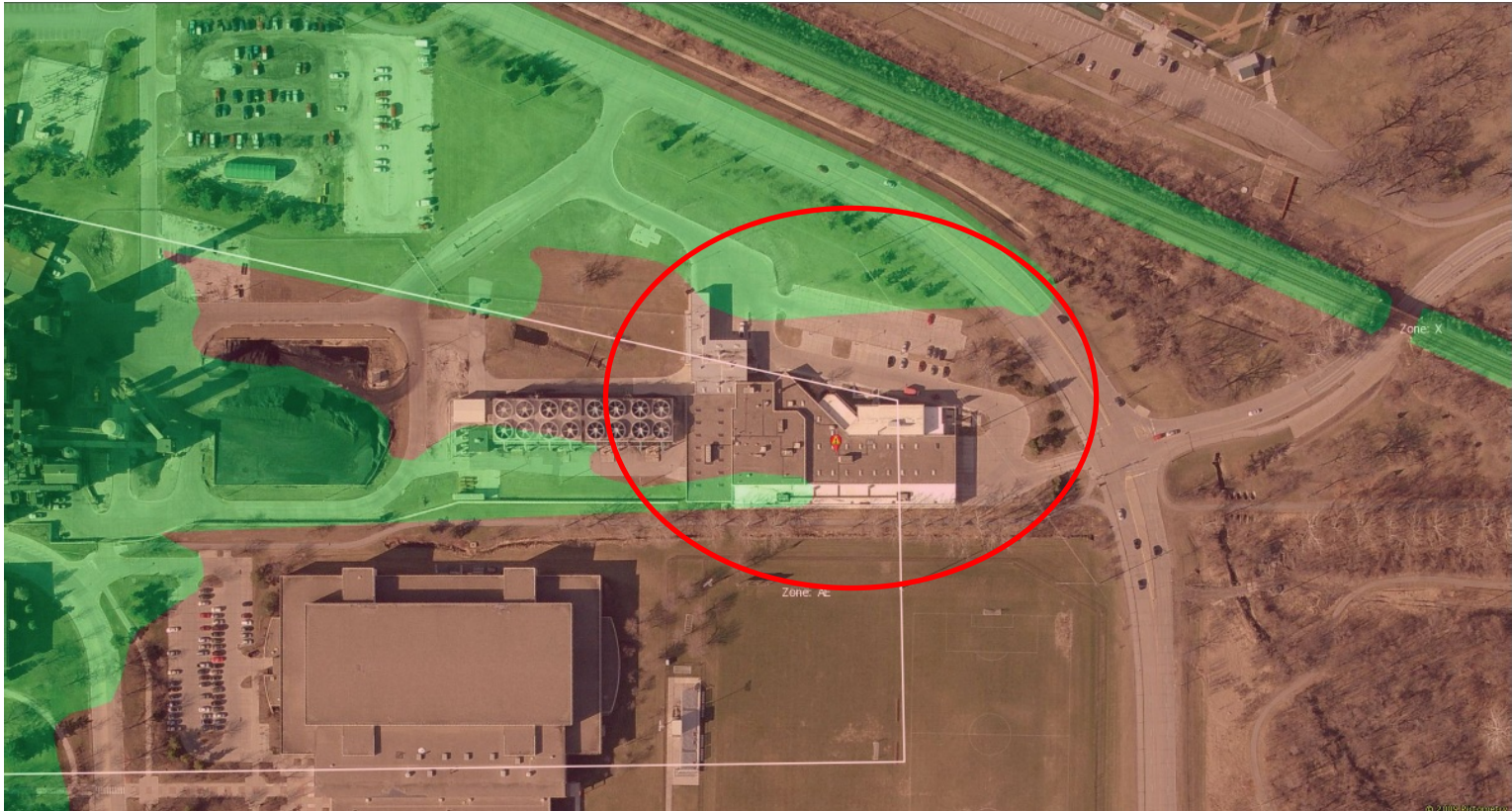
FM Global 2012-13 Renewal Proposal Cover Letter

As discussed in our recent meetings, although the key risk improvement recommendations we have been making in the past remain open, **we are pleased with the direction that risk management is headed** and want to work with you in finally getting them completed over the coming months.

Biggest Marketing Challenges

- # Carriers with Limits Capacity for our needs >\$300M
- # Carriers with Power Gen underwriting appetite for COA small size
- 16 - 7 - 4
(Carriers contacted – Submissions – Quotes)
- Flood exposure in Ames

FEMA Flood Map - CyRide



FEMA Flood Map – Water Pollution Control



FEMA Flood Map – Intermodal



FEMA Flood Map – Airport



City of Ames Self-Insured Risks

(in Addition to Property Deductibles & Sub-limits)

- All City Vehicles except Bookmobile
- Street signs, lighting & traffic signals; airport runways and lighting
- Workers Compensation Claims up to \$475,000 per claim
- Health Insurance Aggregate up to 120% of Estimated Claims
(\$1.1M annual exposure)
 - Health Insurance Individual Claims < \$125,000

COA Vehicle Exposure

Replacement Values

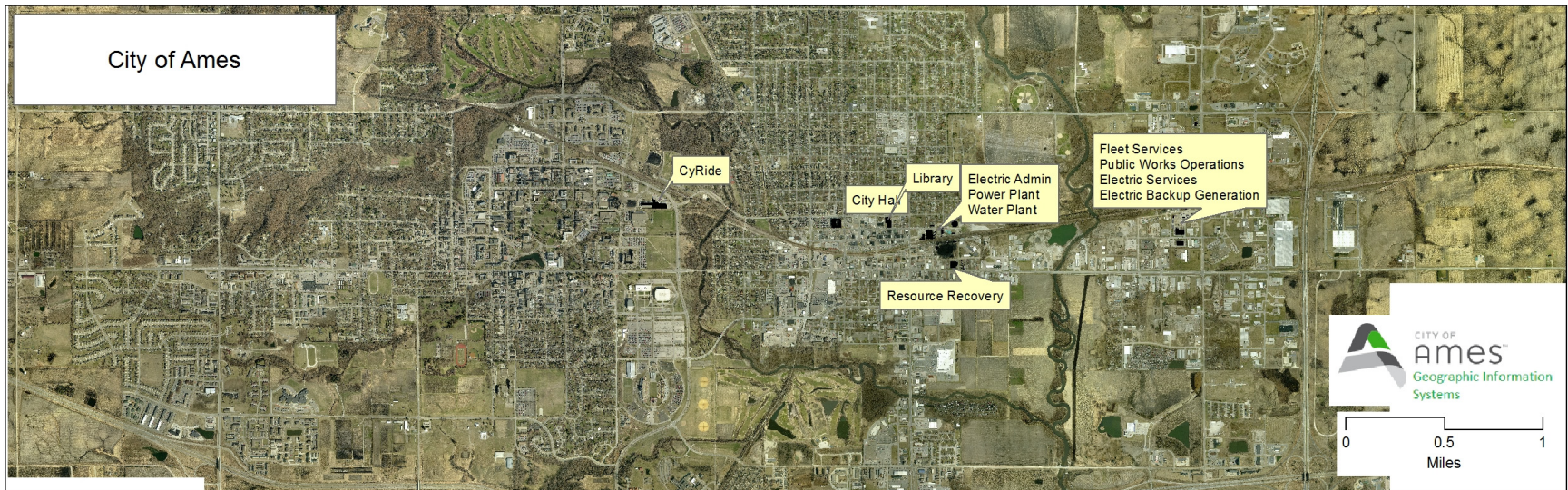
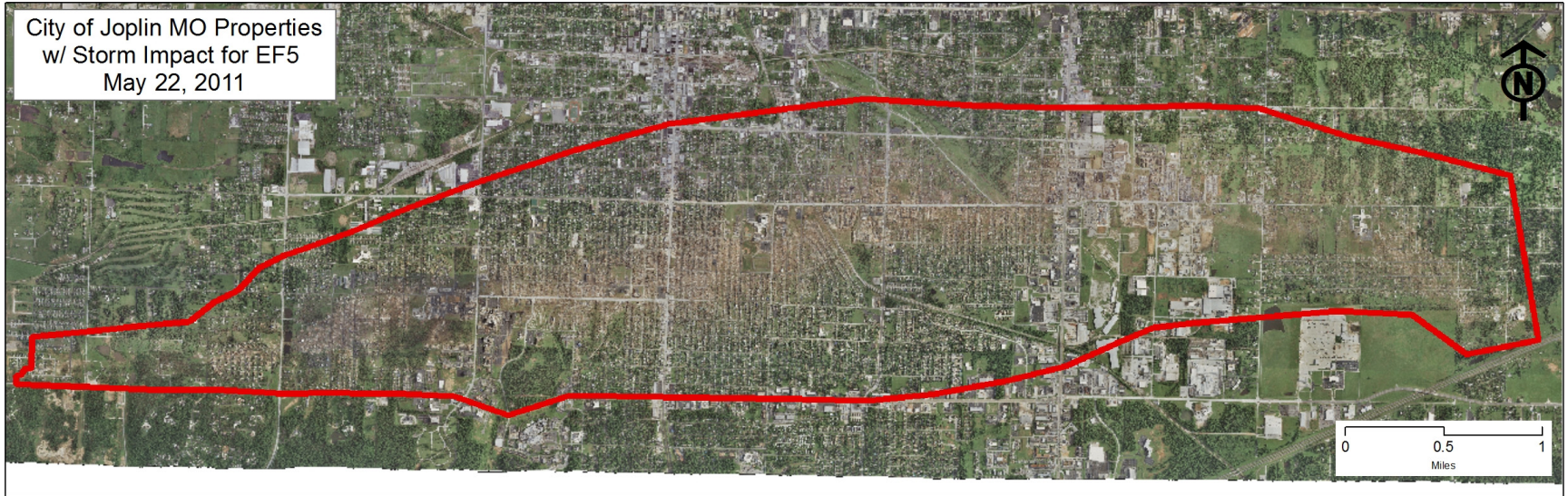
*Concentrations of vehicles only
at the Department level.*

NOT TOTAL COA FLEET VALUE

June 30, 2012

<u>Operating Department</u>	<u>Vehicle Values</u>	<u>Domiciled</u>
Fire Dept	\$ 3,464,000	Fire Stations 1, 2, & 3
Police Dept	\$ 620,000	outside - city hall
Library	\$ 210,000	Inside - Library
WPC	\$ 844,000	Inside - WPC
Water Plant	\$ 255,500	Inside - water plant
Electric Production	\$ 1,135,000	Outside - around the power plant
Electric Distribution	\$ 1,674,150	Inside/outside - Electric Distribution Center
Streets Maintenance	\$ 2,148,000	Inside / Outside - Maintenance Facility
Utility Maintenance	\$ 1,074,000	Inside / Outside - Maintenance Facility
RRP	\$ 556,000	Inside - RRP
ROW	\$ 420,800	Inside - cemetery garages
Estimated Total Replacement Value	\$ 12,401,450	

Ames' Maximum Foreseeable Catastrophic Property Loss Scenario



Ames' Maximum Foreseeable Catastrophic Property Loss Scenario (F5 Tornado Following Lincoln Way West to East)

Tornado Damage = Total Loss - Per Slide		All Power Locations w/ Power Plt. @ Replacement	All Power Locations w/ Power Plt. @ ACV	Muni @ Replacement Cost
"MFL" - Loss Potential		\$379,384,146	\$195,467,146	\$ 110,449,172
Policy Limits to Consider		\$ 300,000,000	\$200,000,000	\$ 150,000,000

Power Locations include Power Plant, Resource Recovery, Gas Turbines and Substations.

Muni Locations include CyRide, City Hall, Electric Admin. & Distribution, Library and Water Treatment.

FM Premium History

Year	Total Insured Values (TIV)	Premium	Account Rate per \$100
2008-09	\$333M	\$444,098	.1333
2009-10	\$363M	\$473,281	.1303
2010-11	\$439M	\$523,303	.1191
2011-12	\$471M	\$677,330	.1438
2012-13	\$513M	\$823,915	.1607

FM Global 2011

Expiring Program as renewed on 7/1/11

Values Reported
\$471,692,588 PD

\$500M

FM Global

Deductibles

Price: \$677,330 Annual Premium

Mid-Year Additions not in above:

- Cy-Ride buses PD Value \$28.07M
- Intermodal facility PD Value \$3,234
- Ice Arena \$4.1M PD Value to be moved from ICAP to main property program 7-1-12

Option A

FM Program with updated 2012 Values & Rates

Values Reported
\$513,191,332 PD

\$515M

FM Global

Deductibles

Price: \$	804,215	PD
\$	<u>19,700</u>	CyRide buses on-premises
\$	823,915	Total Annual Premium

Advantages to Option

- FM Global has highest limits available in the market
- Best Flood Coverage

Challenges to Option

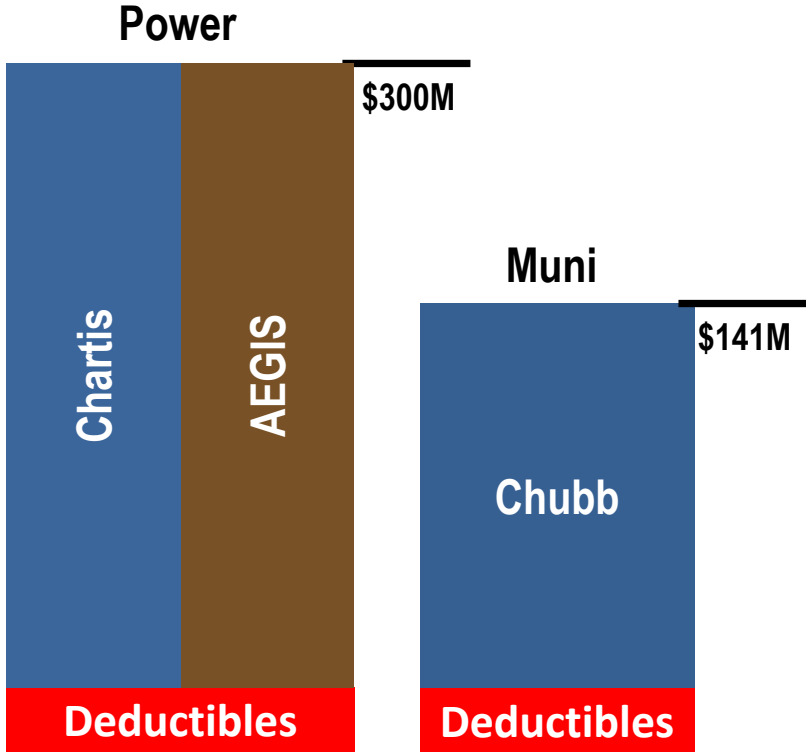
- Relationship with FM Global is not strong
 - Loss Control Improvements – no agreement on priorities for Risk Mitigation capital expenditures
 - Capital Improvements required > \$1.0M
(FM estimates are low)
 - Power Plant rate penalties in place > \$70,000
- If no progress is made on FM Loss Control Priorities, likely no renewal offer for 7-1-13
- No coverage for parked vehicles on-premises (other than CyRide – effective 5/15)

Option B

Split Program into Power and Muni

with Limits Based on a \$300M Maximum Foreseeable Catastrophic Loss

Price: \$ 522,000	Power
<u>\$ 169,011</u>	Muni incl. CyRide & other
\$ 691,011	vehicles on-premises



Advantages to Option

- Provides maximum available limits
- Carriers underwrite to their strength
- Loss Control is designed by City
- Fire Trucks, other vehicles covered in addition to CyRide

Challenges to Option

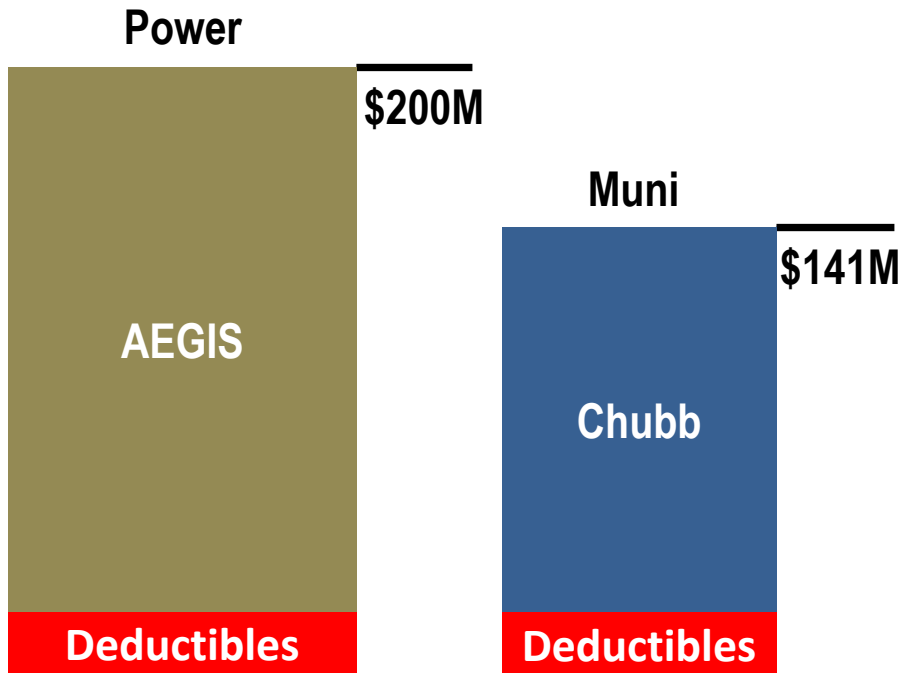
- Limited coverage for 100 year Flood Zones
 - \$6M CyRide and Sewage Treatment
 - \$10M Intermodal and Airport
- Higher deductibles vs. FM for Turbine/Generator sets; \$500K vs. \$350K (\$600K – Unit #8)
- Vehicles in the open sublimit \$5.0 M

Option C

Split Program into Power and Muni

with Limits Based on a \$200M Maximum Foreseeable Catastrophic Loss

Price: \$ 432,078 Power
\$ 169,011 Muni incl. CyRide & other
\$ 601,089 vehicles on-premises



Advantages to Option

- Philosophical best match with Power Generation long range planning:
 - Power Plant does not purchase more coverage than the “Functional Cost” to replace Megawatts capacity
 - Allows carriers to underwrite to their strength
- Loss Control is designed by the City
- Lines up with MFL Worksheet \$\$\$

Challenges to Option

- Excess Flood layer for 100 yr. Flood Zones
 - \$6M CyRide and Sewage Treatment
 - \$10M Intermodal, \$7.5M Airport
- Higher deductibles vs. FM for Turbine/Generator sets; \$350K for both (FM at \$350,000/\$250,000)

Option D

Split Program into Power and Muni
with Limits Based on a \$150M Maximum Foreseeable Catastrophic Loss

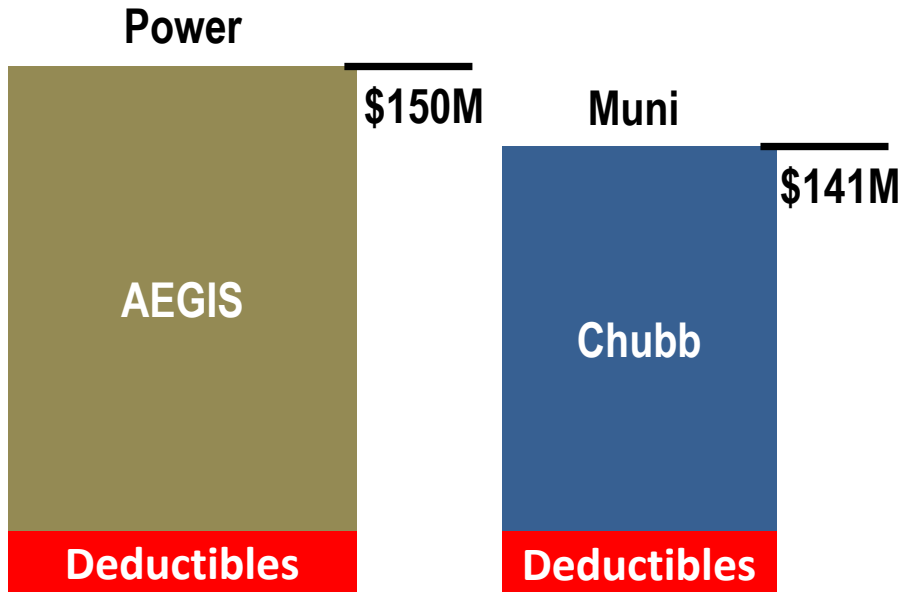
Price: \$ 406,828 Power
\$ 169,011 Muni incl. CyRide & other
\$ 575,839 vehicles on-premises

Advantages to Option

- Possible best match with COA Power Generation long range planning:
 - Power Plant would not purchase more coverage than the “Functional Cost” to replace Megawatts capacity
 - Loss Control is designed by the City
- Provides lowest available price

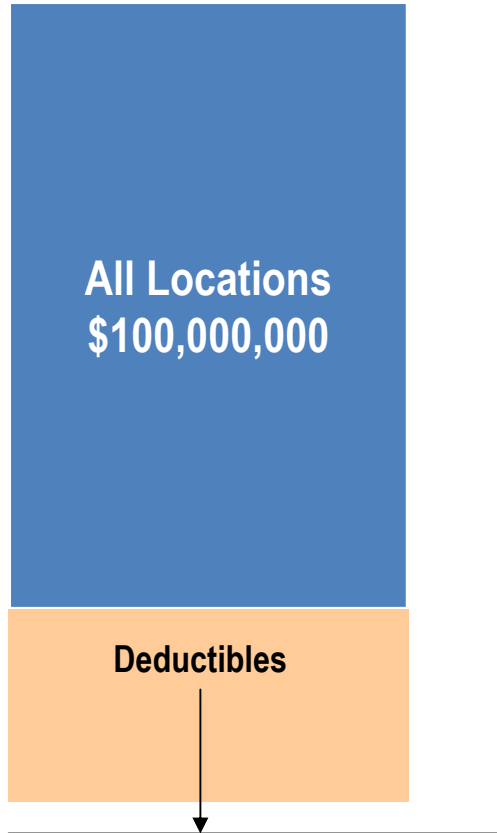
Challenges to Option

- Excess Flood layer for 100 yr. Flood Zones
 - \$6M CyRide and Sewage Treatment
 - \$10M Intermodal, \$7.5M Airport
- Higher deductibles vs. FM for Turbine/Generator sets; \$350K for both (FM at \$350,000/\$250,000)



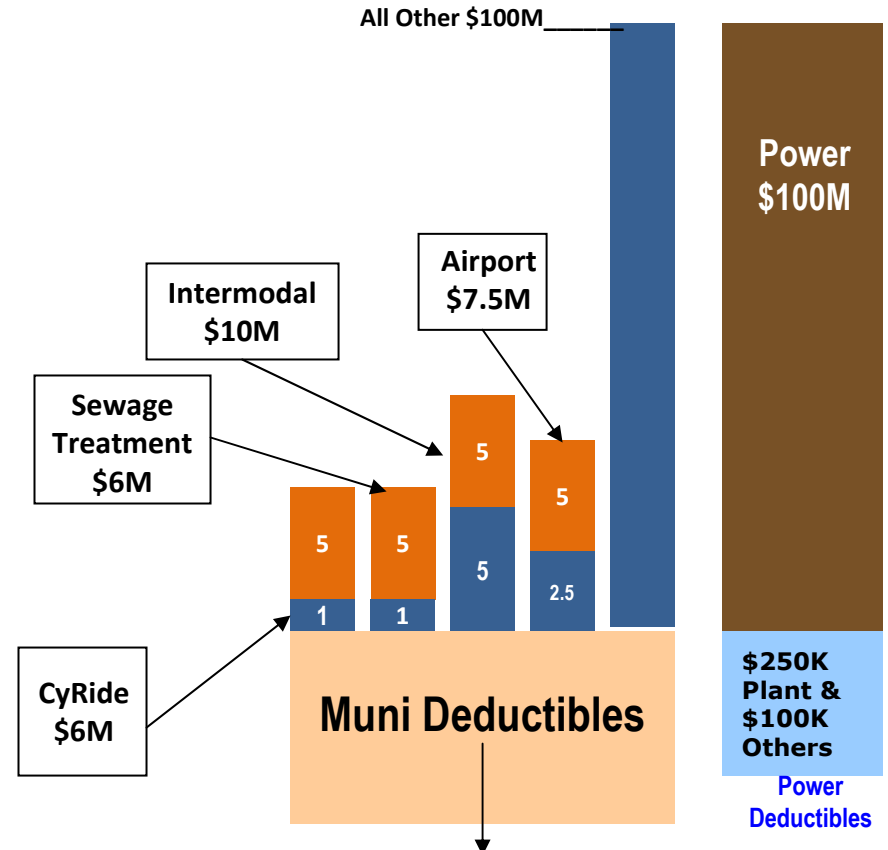
Flood Limits & Deductibles

FM Global



- CyRide & Aquatics - \$500,000
- Power Plant - \$250,000
- Substations - \$100,000
- All Other Locations - \$25,000
- All Per Location / Per Occurrence

Muni / Power Program



- CyRide - \$500K
- Sewage Treatment - \$500K
- All Other Locations - \$25K

Policy Deductibles

	Option A	Option B Power	Option B Muni	Option C & D Power	Option C & D Muni
Deductibles					
All-Risk, except	\$25,000		\$25,000		\$25,000
Power Plant & Combustion Turbines	\$250,000	\$250,000		\$250,000 Power Plant	
Gas Turbine #2 GE LM2500+	\$350,000	\$500,000		\$350,000	
Combustion Turbine Generators		\$500,000		\$350,000	
Unit #8 Steam Turbine / Generator		\$600,000		\$350,000	
Substations	\$100,000	\$100,000		\$100,000	
Resource Recovery Building	\$100,000	\$100,000		\$100,000	
Sewage Treatment / Water Treatment	\$100,000		\$100,000		\$100,000
Transit	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Mobile Equipment	Excluded	\$50,000	\$50,000	\$50,000	\$50,000
Flood / Earthquake	\$25,000 / \$250,000 Per Location	\$100,000 EQ / Flood	\$100,000	\$500,000	\$100,000
Flood @ Zone A	\$500,000 CyRide & Aquatics Center per Location		\$500,000 CyRide & Sewage Treatment		\$500,000 CyRide & Sewage Treatment

2012/2013 Account Rate Comparison

Year	Insurer Participation	TIV of Carrier Participation	Premium TRIA prorated	Account Rate Per \$100 of Value	Blended
Option A	FM Global Power	\$371,400,950	\$602,201	.1564 (incl. rate penalty beg. 2011)	
	FM Global Muni	\$141,790,381	\$221,714	.1621 (incl. CyRide Flood – '10 was .09)	
		Slide 22	\$823,915		.1607
Option B	Chartis Power 50%	\$185,700,475	\$335,500	.1308	
	Aegis Power 50%	\$185,700,475	\$161,500	.0629	
	Chubb Muni	\$141,790,381	\$169,011	.1192	
		Slide 23	\$691,011		.1298
Option C	Aegis Power 100%	\$371,400,950	\$432,078	.1163	
	Chubb Muni	\$141,790,381	\$169,011	.1192	
		Slide 24	\$601,089		.1171
Option D	Aegis Power 100%	\$371,400,950	\$406,828	.1095	
	Chubb Muni	\$141,790,381	\$169,011	.1192	
		Slide 25	\$575,839		.1124

Lincoln Way Tornado Corridor – Loss Scenarios with Deductibles

(Impacts Main PD Losses – no ancillary or sub-limited coverage)

Options	Description	Deductibles
Option A FM Global	For tornado, the deductible would be the largest applicable deductible for the occurrence. The facilities are not subject to their % windstorm deductible as it applies only to coastal areas, therefore the deductible would be based on the location or specific property affected. CONCLUSION: FM Claim \$489,833,318 DEDUCTIBLE: Highest applicable deductible applies - Gas Turbines 1 @ \$350,000	\$350,000
Option B AEGIS / Chartis	Two separate deductibles would apply. For the Muni property it would be the \$100,000 deductible if the water treatment plant is affected. For AEGIS, their deductible would be similar to FM Global if the Gas Turbines are affected, which is \$350,000. Otherwise, it would be \$250,000. CONCLUSION: Claim \$379,384,146 – Chartis terms apply	Highest applicable deductible applies T/G Unit #8: \$600,000 Chubb – WPC: <u>\$100,000</u> \$700,000
Option C AEGIS / Chubb	AEGIS Claim amount: \$200,000,000 Chubb Claim amount: \$110,400,000 (100% values)	Highest applicable deductible applies T/G Unit #8: \$350,000 Chubb – WPC: <u>\$100,000</u> \$450,000
Option D AEGIS / Chubb	Claim amount: \$150,000,000 Chubb Claim amount: \$110,400,000 (100% values)	Highest applicable deductible applies T/G Unit #8: \$350,000 Chubb – WPC: <u>\$100,000</u> \$450,000

Other Public Sector Coal Power Plants Overview

	CFU	MPW
Broker	Willis	NA
Carrier	Aegis	FM Global
Generating capacity	49MW	293MW
Power Coverage to Value	70%	100%

Questions?

Next Steps?

D. Eaton June 21, 2012

Maximum Foreseeable Loss (MFL) Estimate for Lincolnway "Tornado Corridor"

		Comments	MFL Values	MFL Values
Name	Comments		Power Program	Muni Program
Transit Garage & Maintenance Building (CyRide)	appraisal @ reproduction cost			\$ 11,581,000
Value of buses and vehicles stored inside CyRide building on on grounds	68 buses, 4 cars, 2 trucks			\$ 28,070,000
City Administration (CITY HALL)	appraisal			\$ 17,798,000
Power Plant bldg + contents	appraisal	\$ 296,580,000	\$ 112,000,000	
		Replacement Cost	ACV	
SUBSTATIONS - all, not just in Corridor			\$ 20,681,911	
Electric Admin. Bldg.	appraisal			\$ 733,000
Water Plant	current insured value			\$ 13,260,839
Library-current	current insured value			\$ 13,484,517
Library-expansion	approximate project cost, round number			\$ 20,000,000
Resource Recovery	current insured value		\$ 12,632,235	
Public Works	current insured value			\$ 3,369,355
Electric Distribution Building	current insured value			\$ 2,152,461
Gas Turbines	current appraisal		\$ 49,490,000	
Loss Potential		\$379,384,146	\$ 194,804,146	\$ 110,449,172
		<i>Using Repl Cost Power Plant</i>	<i>Using ACV at Power Plant</i>	<i>Muni at Replacement Cost</i>
Policy Limits to Consider		\$ 300,000,000	\$ 300,000,000	\$ 150,000,000

Staff Report

CAMERAS IN CAMPUSTOWN

June 26, 2012

In July 2011, Council directed staff to report on the suggestion that security cameras be installed on the Campustown Clock Tower. Following that directive, Police Department staff met with the Student Affairs Commission and various stakeholder groups to gather input on this concept. There was general support for the crime prevention impact of camera systems, noting that they are very common in local businesses and on campus. Stakeholders suggested that images not be stored for long periods of time and that use should generally be limited to criminal investigations.

Existing Use of Cameras

The Police Department regularly partners with several businesses in Campustown that provide access to footage from cameras on their properties. Footage from these cameras is typically only accessed after a reported incident; and is not monitored live on a regular basis.

In early April, the Police Department worked with a vendor to temporarily mount cameras at Lincoln Way and Welch and at Chamberlain and Welch. Two cameras on Stanton were also made accessible to the Police Department. The cameras were used to monitor crowds during VEISHEA, and could view roughly a nine-block area. Images from these cameras were recently used to assist in identifying a suspect in an assault case that occurred on Welch Avenue.

Campustown Crime

Last year, these same nine blocks of Campustown saw 35% of the City's drug/alcohol crimes (419 incidents), 7% of property crimes (213), 13% of assaults/violent crimes (40), and 12% of other crimes (386). Cameras can assist the Police Department in addressing property crimes and assaults and provide an overhead view during large events. Cameras also have the potential to deter some criminal behavior. This can be enhanced with the use of signage warning that the area is under video surveillance.

How Cameras Could be Used

Police command staff would have the ability to review images from these cameras in the event of an assault, a missing person, or any other serious incident. Depending on the type of camera system, it may also be possible to allow a police supervisor to control the cameras' motion remotely via an Internet connection, either from their offices or in patrol cars. This may be useful if, for instance, there is a pattern of repeated vandalism to storefronts late at night. Video could be stored for approximately 30 days on a server, with each camera's memory unit able to store three to five days of footage as a backup.

Projected Costs and Sources of Funding

Cameras are available in standard and high definition. High definition provides the ability to see faces for recognition purposes. Standard definition provides the ability to identify colors and shapes, but not identification of individuals. The cameras are estimated to cost \$6,000-\$7,500 each for standard definition, and \$10,000-\$11,000 each for high definition (including installation).

In addition to the camera cost, there is an additional cost to transmit the camera images to a server. This can be accomplished by wi-fi connection (approximately \$2,000 per camera) or fiber optic connection (approximately \$5,000 per camera). While a wi-fi connection is less expensive, it does not allow for fluid motion to be captured. Instead, the video would show a series of still images. Wi-fi allows only a few cameras to be interconnected, while fiber optic cabling could allow up to 30 cameras on one network.

Estimated Costs Per Camera for Different Configurations

	Standard Definition	High Definition
Wi-Fi	\$8,000-\$9,500	\$12,000-\$13,000
Fiber Optic	\$11,000-\$12,500	\$15,000-\$16,000

The Police Department has received two grants totaling \$29,000 that were awarded specifically for surveillance equipment. Of this amount, \$20,000 must be used by September 30, 2012; and the remaining \$9,000 must be used by September 30, 2013. It may be possible to take a phased approach to maximize the use of grants. This could involve installing the network and a minimal number of cameras now, and adding more cameras as additional funds become available.

Lighting

One of the challenges of installing cameras in Campustown is that the High-Pressure Sodium (HPS) nostalgic-style streetlights produce a quality of light that makes it difficult to accurately determine the true color of objects. For example, an object that appears brown under the light may actually be red or blue in daylight. Therefore, cameras would be most effective with lighting that provides better color rendering. Lighting improvements would also have the benefit of improving conditions for eyewitnesses and law enforcement officials who might be on the street at night.

This winter, staff tested metal halide lamps retrofitted in the four existing fixtures at the corner of Welch Avenue and Chamberlain Street. These lamps produce a whiter light, but require annual replacement. They also consume more energy than HPS lamps.

Despite the lamp cost being fairly low, staff feels that the ongoing maintenance of these lamps would be undesirable. However, the whiter light from the test provided much better color rendering. Staff visited the area on several occasions and noted it was easier to see colors, objects, and faces more clearly than under HPS fixtures.

Another alternative to improve lighting in the area may be to replace the HPS lamps with LEDs lights. LEDs are costlier up front at an estimated \$1,500 per lamp for materials. However, the lamps would be expected to last 15-20 years before replacement and would use about 50% as much energy as the existing lamps. The LED fixtures are also closer to compliance with the Dark Skies Ordinance than the existing lamps. It would be possible to replace the road-side lamps with LEDs and remove the sidewalk-side lamps and arms completely, while still exceeding minimum illumination levels.



Existing Dual-Lamp Nostalgic-Style Lights



Converting the 100 block of Welch Avenue would require installing 18 lamps at an estimated cost of \$27,000 for materials and \$3,000 for labor (\$30,000 total). The fixtures could be matched to the color of the existing poles. Electric staff suggests that funding for these lights could come from the Smart Energy program, since the project would constitute an energy demand reduction.

Next Steps

If the Council agrees philosophically to the idea of putting cameras in Campustown, staff would ask for a motion directing them to develop a specific proposal to implement cameras. Staff would then identify the specific camera features and quantities that would be appropriate given certain budget parameters. Lighting options could also be explored in further detail.

COUNCIL ACTION FORM

SUBJECT: ZONING ORDINANCE TEXT AMENDMENT TO REDUCE RETAIL PARKING STANDARDS OR ADOPT A SEPARATE STANDARD FOR FARM & HOME STORES

BACKGROUND:

The Zoning Code defines different parking requirements for different types of uses. The subject of this report is the parking requirement for retail uses. The required numbers of parking spaces for retail uses are described in Table 29.406(2), as follows:

**Table 29.406(2)
Minimum Off-Street Parking Requirements**

PRINCIPAL LAND USE	ALL ZONES EXCEPT DOWNTOWN AND CAMPUS TOWN SERVICE CENTER ZONES	DOWNTOWN AND CAMPUS TOWN SERVICE CENTER ZONES
TRADE AND WHOLESALE		
. . .		
Retail Sales and Services – General	Ground level: 1 space/200 sf; other than ground level: 1 space/250 sf; and all levels in CVCN zone and CGS zone, 1 space /300 sf	NONE
Retail and Shopping Centers, exclusive of Grocery Stores and Office Uses,50,000-99,999 sq.ft.	4.5 spaces/1,000 sf; except that in CVCN zone and CGS zone, 1 space /300 sf.	NONE
Retail and Shopping Centers, exclusive of Grocery Stores and Office Uses,100,000 - 199,999 sq.ft.	4.25 spaces/1,000 sf; except that in CVCN zone and CGS zone, 1 space /300 sf.	NONE
Major retail and Shopping Centers, exclusive of Grocery Stores and Office Uses	4.00 spaces/1,000 sf; except that in CVCN zone and CGS zone, 1 space /300 sf.	NONE
Grocery Stores	1 space/250 sf, except that in CVCN zone and CGS zone, 1 space/300 sf.	NONE
. . .		

On March 27, 2012 the City Council referred to staff a letter from Chris Theisen, dated March 21, 2012 (see Attachment A), requesting a zoning text amendment to either reduce the parking requirements for retail in general, or add an additional category to the minimum off-street parking requirements for Farm/Home Store, at a parking space requirement of 2.5 per thousand square feet of building area. The request reflects Theisen’s proposal to expand its current store by 37,500 square feet, and its desire to not build more parking spaces than their use demands. Mr. Theisen states that their

corporate standard for parking is 2.5 spaces per thousand square feet of building floor area, and further states that the Ames store has an average of 50-75 spaces in use at any one time, or less than 150 spaces in use on the busiest days. The store is currently 51,130 square feet and includes 237 parking spaces. He notes that the proposed expansion would require an additional 169 parking spaces.

In response to Mr. Theisen's request, staff has analyzed the feasibility of both options suggested in his letter, as follows:

The first option– **reducing the general retail parking requirement** – is based upon two assumptions: first, that current standards impose more parking than is actually needed for typical shopping days; and second, that retailers will generally provide enough parking to meet their market demand without a specific mandate by local government. These are perhaps reasonable assumptions, because retailers typically do provide more parking than code requires, primarily ensuring sufficient parking for the few busiest shopping days during the holiday season. During the rest of the year, vast portions of parking lots remain unused.

It is because of this situation that some jurisdictions have adopted a maximum parking requirement as opposed to a minimum standard. This ensures that expansive pavement areas are minimized for aesthetic and environmental reasons, and potential development density is maximized for land efficiency and cost effectiveness reasons. However, this would be a significant departure from current parking standards and it may not be a wise approach to all situations.

While most larger retailers will provide more parking spaces than code requires, there are some types of retailers that are attracted to either low cost leases or high traffic areas, and these attractions may override on-site parking preferences. These situations often compel customers to find parking on the street or in surrounding neighborhoods. It may therefore be wise to require some level of on-site parking to avoid these potential impacts.

Staff is therefore proposing, under this first option, a reduced parking standard for retail that still requires a minimum amount of on-site parking. The question is, how much parking should be required to reflect the actual demand for parking? To answer this question, staff did an analysis of the number of cars actually parked at a typical retail store at given points in time. These points in time were taken from aerial photography taken in six different years for the same sites, including sites for Wal-Mart, Target, Lincoln Center, Dahl's Grocery Store, and Lowes. (See Attachment B) The aerial photographs of these sites were taken in 1998, 2003, 2008, 2009, 2010, & 2012. The number of cars the aerials show actually parked on these sites in relation to the building size reveal parking ratios as low as 0.8 spaces per 1000 square feet, to as high as 2.6 spaces per 1000 square feet. None of the sites shown in the aerials come close to filling the provided spaces, which in total average about 5.2 spaces per 1000 square feet. We could therefore lower the required parking ratio to 2.6 and meet the higher use identified in the aerial photos, which may be adequate parking for most situations.

However, staff is suggesting under this option a parking ratio of 3.3 spaces per 1000 square feet (i.e., 1 space per 300 square feet). That provides an additional amount of parking to account for demand fluctuation. This number also reflects staff's own experience working in communities where this same parking ratio was required for retail. Staff found that parking was commonly available on sites developed under this ratio, although it sometimes required driving around the lot to find a space. [Note: the Fareway Store in north Ames is a good local example – it was developed under the ratio of 1 space per 300 square feet, which was a new standard adopted for the CVCN district just prior to Fareway's development]

The second option would be to retain current retail parking standards, but **adopt a separate parking standard specifically for retail stores that sell the types of products Theisen's sells**. Theisen's suggested calling it a "Farm/Home Store" with a parking ratio of 2.5 spaces per 1,000 square feet. While this suggestion would be an easy short-term solution for Theisen's and accurately reflect their current parking needs, it would be a difficult standard to enforce in the long term. First, except for grocery stores which are easily defined, it would be the only type of retail store with a parking standard based upon a specific retail product type. Second, staff would have to differentiate between the products Theisen's sells and the products of other major retailers, and there are very few products Theisen's sells that are not similarly sold by other common retailers. For example:

- Building supply and hardware stores offer tools and equipment.
- Discount stores offer work clothes, gloves, tools, small appliances, and many of the general products.
- Garden stores offer fertilizers, herbicides, pesticides, and other garden products.
- Sporting goods stores offer outdoor gear for climbing, camping, fishing, hunting, boating, etc.
- Tack stores offer supplies for horses and riders.

A limited portion of Theisen's retail sales are farm-related items not commonly sold by other retailers in the city. Based on a visual inspection of the store, staff estimates these items to be between 5% & 10% of the existing floor area of the store. **It would therefore be difficult to justify a different parking standard when only a limited portion of the product line can be differentiated. But more significant, perhaps, is the question of what happens if the store later chooses to change its product line or sell out to another type of retailer entirely.** These are fairly common occurrences with retail establishments, and such changes are most easily accommodated under a standardized parking requirement.

RECOMMENDATION OF THE PLANNING & ZONING COMMISSION:

At its meeting of June 6, 2012, with a vote of 7-0, the Planning and Zoning Commission recommended that the City Council approve the text amendment as proposed repealing current parking requirements for general retail sales and services, retail and shopping center of any size, major retail and shopping center, and grocery stores of any size and adopting a new parking requirement of 1 space per 300 square feet of building floor

area for all retail sales. Chris Theisen of Theisen's Home Farm Auto spoke from the audience and thanked City staff for their swift action on this. He said he'd originally requested 2.5 spaces per 1,000 square feet of building space, but he'd be okay with the 3.33 per 1,000 recommended by staff.

ALTERNATIVES:

1. The City Council can move approval of first reading of the attached ordinance repealing Table 29.406(2); and adopting a new Table 29.406(2) thereof, for purpose of adopting a single parking standard applicable to all retail sales. (i.e., 1 space per 300 square feet of building floor area)
2. The City Council can move approval of first reading of the attached ordinance repealing Table 29.406(2); and adopting a new Table 29.406(2) thereof, for purpose of adopting a single parking standard applicable to all retail sales (i.e., 2.5 spaces per 1,000 square feet of building floor area) as requested.
3. The City Council can direct staff to bring back an ordinance amending Table 29.406(2) by adding a new category of retail called "Farm/Home Store", with a parking requirement of 2.5 spaces per 1,000 square feet of building floor area.
4. The City Council can decide not to approve the proposed text amendment.
5. The City Council can refer this issue back to staff for further information.

MANAGER'S RECOMMENDED ACTION:

For reasons stated above, adopting a separate parking standard for "Farm/Home Sales" is not recommended. This would be difficult to define and enforce, and would not facilitate changes to another use of the building without creating parking deficiencies for a new use.

The benefits of a lower minimum parking standard for all retail uses 1) ensure sufficient parking for typical retail uses in zones that currently require on-site parking, 2) ensure that the City is not requiring more parking than necessary, and 3) minimize the environmental impacts of excessive pavement, One space per 300 square feet seems to be reasonable and sufficient for typical retail parking demands and still allows retailers to have more parking if they choose.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1, thereby moving approval of first reading of the attached ordinance repealing Table 29.406(2); and adopting a new Table 29.406(2) thereof, for the purpose of adopting a single parking standard applicable to all retail sales (i.e., 1 space per 300 square feet of building floor area)

Attachment A

March 21, 2012

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

RE: Request to Add a Category to Table 29.406(2) the Zoning Ordinance

Honorable Mayor & City Council:

Theisen's is in the process of adding 37,500 square feet to our current 51,130 square foot store for a total store size of 88,630 square feet. The original store had a parking requirement of 4.5 spaces per thousand square feet for a total requirement of 230 parking spaces (and 237 actual spaces were constructed). The 4.5 per thousand is a requirement for "Retail and Shopping Centers" over 50,000 square feet in size. Based on the 4.5 requirement Theisen's would have to **add 169 parking spaces** for the proposed 37,500 square foot expansion.

Theisen's corporate standard for parking is 2.5 spaces per thousand which for the completed 88,630 square foot store would require 222 spaces. Based on our corporate standard and our true need for parking the Ames store already has sufficient parking for the current store and the expansion. The expenditure of \$300,000+ for additional parking and hard surface is not in the best interests of environment or Theisen's.

The Ames store typically has an average of 50-75 spaces in use at any one time. On the busiest days it will still typically be less than 150 spaces in use. Theisen's does not have the post-Thanksgiving/Christmas parking use that would require the additional spaces. Theisen's does not need **4-5 times** our normal day to day parking needs.

We are requesting either a review to reduce the parking requirements for retail in general or an additional category be added to the Minimum Off-Street Parking Requirements - Table 29.406(2) of the municipal code. This category would be "Farm/Home Store" and we would request a standard of 2.5 spaces per thousand. This would be more than other similar categories in the Ames Code "Display Stores" and "Wholesale Trade" that require 2.0 per thousand. Our business is more similar to those uses and will have similar customer parking needs.

We requested a parking variance from the City of Ames Zoning Board of Adjustment. On 2/13/12 we were turned down by the Board as the Board found that the preferred method of addressing this issue was through a text amendment for a parking standard appropriate to our use and customer needs.

Not every zoning application fits every scenario. What might have been considered best practice at 4.5 to 1 for mass merchants like Lowe's, Target, or Wal-Mart certainly doesn't fit everyone. We feel with our proven track record in 20 markets in Iowa this parking ratio is out of line for our type of business. It puts undue pressure on us to come up with unwarranted up-front parking building costs and over development is detrimental to the environment. We fully understand if our business needs the extra parking spaces that it would be in our best interest, probably before the city gets any feedback, to add additional parking spaces. Otherwise we would only be hampering our own business. We feel 100% confident we won't need the extra 169 spaces. In this time where every city, county, state, and university are considering all "green" alternatives it seems only natural that this would be a fit.

We have studied the issue in detail for our Ames store and compared the parking requirements with our other stores. In the 20 markets we are in we don't have another standard as high as Ames 4.5 to 1. Our newest store we opened in 2011 in Indiana we were granted a 3 to 1 variance or 196 spaces for our 65,000 sf store. Coralville was built in 2010 and we were granted a 3 to 1 variance or 271 spaces for our 101,250 sf store. Our store in Dubuque has 87,000 sf. The store is in a PUD district and was granted 3 to 1 variance for parking. The store has a total of 220 parking spaces and this is allowed by separating the uses of warehouse, auto, and office space. This calculates to 2.53 spaces per thousand for the 87,000 sf store. It's in a PUD where the Dubuque's view is that Theisen's is only limiting themselves because of parking. **The Dubuque store has the highest sales volume store in the company. Sales volume of Ames is anticipated to be 2/3 of Dubuque's in 2012.**

We respectfully ask you refer this matter back to the Planning and Zoning Staff for a recommendation to add a category to the parking requirements table. We appreciate your attention to this matter. If you have any questions or concerns, please feel free to call me at 563-556-4738 X212 or email me at chris@theisens.com.

Sincerely,



Chris Theisen
Owner/Vice President Operations
Theisen's Home-Farm-Auto

Attachment B

Walmart			
		101,209	101,209
Total Parking Stalls		541	5.35
Year	Total Cars	Ratio - 1 per 1000	
1998	180	1.77849796	
2003	222	2.193480817	
2008	96	0.948532245	
2009	105	1.037457143	
2010	110	1.086859864	
2012	105	1.037457143	
Target			
		122,910	122.91
Total Parking Stalls		631	5.13
Year	Total Cars	Ratio - 1 per 1000	
1998	204	1.659751037	
2003	180	1.464486209	
2008	300	2.440810349	
2009	305	2.481490522	
2010	320	2.603531039	
2012	290	2.359450004	
Incln Cntr			
		184,951	184.951
Apprx Total Parking Stalls		925	5.00
Year	Total Cars	Ratio - 1 per 1000	
1998	135	0.729923061	
2003	203	1.09758801	
2008	145	0.783991436	
2009	153	0.827246135	
2010	159	0.85968716	
2012	160	0.865093998	
Dahls			
		58,514	58.514
Total Parking Stalls		337	5.76
Year	Total Cars	Ratio - 1 per 1000	
1998	102	1.743172574	
2003	105	1.794442356	
2008	47	0.803226578	
2009	55	0.939945996	
2010	55	0.939945996	
2012	45	0.769046724	
Lowe's			
		120,391	120.391
Total Parking Stalls		582	4.83
Year	Total Cars	Ratio - 1 per 1000	
1998	135	1.12134628	
2003	203	1.686172554	
2008	145	1.204408967	
2009	153	1.270859117	
2010	159	1.32069673	
2012	160	1.329002999	



Memo

Legal Office

TO: Mayor Campbell and Members of the City Council

FROM: Judy Parks, Assistant City Attorney

DATE: June 22, 2012

SUBJECT: Draft of Proposed Ordinance to Adopt a Single Parking Standard Applicable to all Retail Sales

On your agenda and in your packet, you have a Council Action form which describes a proposed change in the parking standards for all retail sales. Ordinarily, you would also have a draft of the actual proposed ordinance so you could see how the concept described in the CAF translates to the code. However, the draft of this proposed ordinance is not available to send out with packets at this time.

When I was reviewing the draft, I found an omission of another code provision which I believe was inadvertently left out when formatting the table in that ordinance. I need to check with the Planning Director to make sure that this was unintentional, however, and since he is unavailable today, the confirmation must be delayed until next Monday.

I regret this delay but will provide the correct draft as soon as it is determined.

June 22, 2012

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

RE: Hearing on Zoning Ordinance to Adapt New Parking Requirements

Honorable Mayor & City Council:

Theisen's Home-Farm-Auto is in the process of adding 37,500 square feet to our current 51,130 square foot store for a total store size of 88,630 square feet. The original store had a parking requirement of 4.5 spaces per thousand square feet for a total requirement of 230 parking spaces (and 237 actual spaces were constructed). The 4.5 per thousand is a requirement for "Retail and Shopping Centers" over 50,000 square feet in size. Based on the 4.5 requirement Theisen's would have to add 169 parking spaces for the proposed 37,500 square foot expansion.

We originally requested 2.5 spaces per thousand square feet for a new Farm/Home store category. Ultimately city staff decided this new Farm/Home store category would be hard to enforce. Staff has done their homework and stated based on their research they could lower the required parking ratio to 2.6 and meet the higher use. Note, this is not far off from my original proposal of 2.5. Ultimately the city's recommendation is one space per 300 sf retail area or 3.33 per thousand square feet to allow for seasonal demand fluctuation.

I would like to thank the city council for referring my request on March 27th for a review of the current parking standard to city staff. I would like to thank the city staff for taking swift action in reviewing the parking standards and coming up with a new recommendation. I would like to thank P&Z for passing this unanimously on June 6th.

We are in support of the city's revised parking requirements and urge you to support it also. This new parking standard will allow for increased tax revenues within the city as larger parking lots can now be split into out lots creating additional sales. You will continue to be good stewards of the land by not requiring oversized parking lots to be built with increased water runoff. If a retailer truly feels they need more parking spaces to meet their needs then they can still continue to put them in. It should be a win-win situation for everyone.

I appreciate your attention to this matter and hope you vote to adopt the new standards. If you have any questions or concerns, please feel free to call me at 563-556-4738 X212 or email me at chris@theisens.com.

Sincerely,

Chris Theisen
Owner/Vice President Operations
Theisen's Home-Farm-Auto



Memo

City Clerk's Office

53

TO: Mayor and City Council Members
FROM: City Clerk's Office
DATE: June 22, 2012
SUBJECT: Item No. 53

Additional work is necessary on the Zoning Ordinance text amendment regarding requirements for Master Plans. Therefore, staff is requesting that this hearing be continued to the July 10, 2012, Council meeting.

/jr