

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
APRIL 22, 2014

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

CALL TO ORDER: 7:00 p.m.

PROCLAMATIONS:

1. Proclamation for Arbor Day, April 25, 2014
2. Proclamation for Water Plant Open House, April 26, 2014
3. Proclamation for National Preservation Month, May 2014

PRESENTATION:

4. Presentation of 2014 Historic Preservation Award

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

5. Motion approving payment of claims
6. Motion approving Minutes of Regular Meeting of April 8, 2014, and Special Meeting of April 17, 2014
7. Motion approving Report of Contract Change Orders for April 1-15, 2014
8. Motion approving renewal of the following beer permits, wine permits, and liquor licenses:
 - a. Class C Liquor w/Outdoor Service – Perfect Games, 1320 Dickinson Avenue
 - b. Class C Beer – Swift Stop #2, 3406 Lincoln Way
 - c. Special Class C Liquor – Great Plains Sauce & Dough, 129 Main Street
9. Motion directing staff to prepare ordinance pertaining to fats, oils, and grease
10. Motion approving application for participation in Department of Justice Office of Justice Programs Bulletproof Vest Partnership Program
11. Resolution approving appointment of *ex officio* student liaison to City Council
12. Resolution approving appointment of Deb Schildroth as alternate representative to Central Iowa Regional Housing Authority (CIRHA)
13. Resolution approving Investment Report for quarter ending March 31, 2014
14. Resolution approving contracts with various organizations for FY 2013/14 and FY 2014/15 City Council Grant Program
15. Resolution approving 28E Agreement for Flood Warning System with Iowa State University, Iowa Department of Transportation, and Story County, subject to approval by other entities
16. Resolution waiving Purchasing Policies and Procedures and awarding sole source contract to Mid-American Signal of Kansas City, Kansas, for Wavetronix Traffic Data Collectors in an amount not to exceed \$175,000
17. Resolution waiving Purchasing Policies and Procedures and approving the purchase of computers and networking equipment for the Public Library from Dell Marketing LP for \$89,404.76 using Library Renovation and Expansion Project bond funds

18. Resolution awarding contract to Murphy Tractor and Equipment of Altoona, Iowa, for Wheel Loader Without Bucket in the amount of \$146,529 with Buy-Back Guarantee
19. Resolution awarding contract for FY2015 hauling and related services for Resource Recovery Plant to Waste Management of Ames, Iowa, in the amount of \$.3941 per mile per ton
20. Resolution approving Change Order No. 2 in the amount of \$50,000 with W-S Industrial Services, Inc., of Council Bluffs, Iowa, for Specialized Cleaning Services, including Grit Blasting, Hydro Blasting, Detonation Blasting, and Vac Truck Services for Power Plant
21. Resolution approving Change Order No. 2 in the amount of \$15,000 with Bodine Services of Clinton, LLC, of Clinton, Iowa, for Specialized Wet/Dry Vacuum, Hydro Blast, and Related Cleaning Services for Power Plant
22. Resolution certifying completion of 2013/14 Resource Recovery Primary Shredder Replacement (Phase II)

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

PERMITS, PETITIONS, AND COMMUNICATIONS:

23. Resolution approving/motion denying request from Ryan Francois for waiver of parking meter fees for Space 44 on Kellogg Avenue from April 24-27, 2014, for demonstration of “bloccupied” interactive art installation
24. Motion approving 6-month Class B Beer Permit & Outdoor Service for Bar at Zylstra Harley Davidson, 1930 E 13th Street
25. Motion approving request from Opus Development Company for awning encroachment permit at 2300 Lincoln Way

PLANNING & HOUSING:

26. Discussion of Master Plans for 601 State Avenue and 205 Wilmoth Avenue:
 - a. Motion requiring Master Plan for 601 State Avenue
27. South Annexation Initiation:
 - a. Motion providing direction to staff to initiate annexation
28. Amended Development Agreement for Ames Community Development Park, 4th Addition (tabled from March 25, 2014):
 - a. Report on design standards
 - b. Resolution approving/motion denying amendment
29. Staff report on Maximum Residential Densities

PUBLIC WORKS:

30. Staff report on Multi-Modal Transportation Safety in Campustown:
 - a. Motion providing direction to staff on preferred options
31. Resolution approving Pre-Pay Parking Smart Card Program Agreement with Iowa State University

ADMINISTRATION:

32. Staff report on request from AT&T Wireless to place cellular antenna on City property located along Billy Sunday Road
33. Resolution awarding contract to Walker, Coen Lorentzen Architects of Des Moines, Iowa, for City Hall Renovation Phase 2 in the amount of \$84,840 plus reimbursables up to \$6,000

ELECTRIC SERVICES:

34. Resolution awarding contract for MISO Market Participant Services to MCG Energy Solutions, LLC, of Minneapolis, Minnesota, in the amount of \$118,800 (plus applicable sales taxes to be paid directly by City to State)
35. Resolution approving Change Order in an amount not to exceed \$62,500 with GEA Heat Exchangers, Inc., for time and materials in Cooling Tower Repairs
36. Resolution approving Joint Pricing Zone Agreement with MidAmerican Energy and Cedar Falls Electric Utilities

HEARINGS:

37. Hearing on rezoning with Master Plan for 3699 George Washington Carver Avenue from Agricultural (A) to Suburban Low-Density Residential (FS-RL):
 - a. First passage of ordinance
38. Hearing on Water Pollution Control Facility Electrical Transformer Replacement Project:
 - a. Resolution approving final plans and specifications and awarding contract to Baker Electric of Des Moines, Iowa, in the amount of \$109,411
39. Hearing on 2013/14 Water System Improvements Program - Water Service Transfer Program #1 (10th Street - Douglas Avenue to Grand Avenue):
 - a. Resolution approving final plans and specifications and awarding a contract
40. Hearing on 2012/13 Concrete Pavement Improvements #1 (Wheeler Street - Grand Avenue to Roy Key Avenue):
 - a. Resolution approving final plans and specifications and awarding a contract
41. Hearing on 2013/14 Concrete Pavement Improvements (Knapp Street - Welch Avenue to Lynn Avenue and Lynn Avenue - Storm Street to Knapp Street):
 - a. Resolution approving final plans and specifications and awarding a contract
42. Hearing on North Growth Area Utility Extension Project:
 - a. Report of Bids
43. Hearing on vacation of Open Space Easement and Storm Water Flowage Easement at 3910 Maricopa Drive:
 - a. Resolution approving vacation of Easements

ORDINANCES:

44. First passage of ordinance increasing sewer rates by 8% effective July 1, 2014
45. Second passage of ordinance establishing Water Connection Fee District with respect to certain properties in Northern Growth Area
46. Second passage of ordinance establishing Sanitary Sewer Connection Fee District with respect to certain properties in Northern Growth Area
47. Second passage of ordinance changing parking regulations on Twain Circle
48. Third passage and adoption of Post-Construction Storm Water ORDINANCE NO. 4174 as Chapter 5B of the Municipal Code
49. Third passage and adoption of ORDINANCE NO. 4175 making a zoning text amendment to change required parking for other office uses (excluding medical and dental offices)
50. Third passage and adoption of ORDINANCE NO. 4176 amending Section 23.407 pertaining to storm water management regulatory standards
51. Third passage and adoption of ORDINANCE NO. 4177 amending Section 23.502 pertaining to storm water management regulatory standards
52. Third passage and adoption of ORDINANCE NO. 4178 amending Section 29.406 pertaining to storm water management regulatory standards
53. Third passage and adoption of ORDINANCE NO. 4179 amending Section 29.1502 pertaining to storm water management regulatory standards

COUNCIL COMMENTS:

CLOSED SESSION:

54. Motion to hold Closed Session as provided by Section 21.5c, *Code of Iowa*, to discuss matters threatened to be or in litigation

ADJOURNMENT:

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

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

APRIL 8, 2014

The Regular Meeting of the Ames City Council was called to order at 7:00 p.m. on April 8, 2014, in the City Council Chambers in City Hall, 515 Clark Avenue pursuant to law with Mayor Ann Campbell presiding and the following City Council members present: Gloria Betcher, Amber Corrieri, Matthew Goodman, Chris Nelson, and Peter Orazem. Tim Gartin arrived at 7:03 p.m. *Ex officio* Member Alexandria Harvey was also present.

PROCLAMATION FOR ADMINISTRATIVE PROFESSIONALS WEEK: April 20-26, 2014, was proclaimed as Administrative Professionals Week by the Mayor. On behalf of the Ames Chapter of the Iowa Association of Administrative Professionals, Micci Gillespie and Sally Houser accepted the Proclamation.

PROCLAMATION FOR FAIR HOUSING MONTH: Mayor Campbell proclaimed April as Fair Housing Month. Accepting the Proclamation were Steve Eggleston, Director of the Housing and Urban Development (HUD) Iowa Field Office; Kris Brend, Central Iowa Board of Realtors; Cindy Jorgensen, Professional Property Management, representing Ames' landlords; and Devita Harden, a member of the Ames Human Relations Commission. Mr. Eggleston said that his office is responsible for enforcement, education, and outreach efforts; however, it could not do that without local Civil Rights Commissions or communities such as Ames.

Several of the children who had participated in the Fair Housing Month Poster Contest were present. City Housing Coordinator Vanessa Baker-Latimer announced the 1st, 2nd, and 3rd place winners (from over 40 entries) in this, the first annual, Contest for youth in 3rd through 8th grades. She. All of the participants' artwork will be displayed on the first floor of City Hall during the month of April.

Mayor Campbell announced that the City Council would be working off of an Amended Agenda. Added was an item for the Library pertaining to its staffing levels.

CONSENT AGENDA: Council Member Betcher asked to pull Item No. 6c from the Consent Agenda (Liquor License renewal for Dangerous Curves) for separate discussion.

Moved by Nelson, seconded by Goodman, to approve the following items on the Consent Agenda:

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting of March 25, 2014, and Special Meetings of March 18, 2014, and April 1, 2014
3. Motion approving Report of Contract Change Orders for March 16-31, 2014
4. Motion approving renewal of the following beer permits, wine permits, and liquor licenses:
 - a. Special Class C Liquor – India Palace, 120 Hayward Avenue
 - b. Class E Liquor, C Beer, & B Wine – Dahl's Foods, 3121 Grand Avenue
 - c. Class C Liquor & Outdoor Service – Brick City Grill, 2704 Stange Road
 - d. Class C Liquor w/ Outdoor Service – Cyclone Experience Network, Hilton Coliseum
5. RESOLUTION NO. 14-163 setting date of hearing for April 22, 2014, for vacation of Open Space Easement and Storm Water Flowage Easement at 3910 Maricopa Drive
6. RESOLUTION NO. 14-164 approving updated Affirmative Action Compliance Plan
7. RESOLUTION NO. 14-165 approving contract and bond for 2013/14 Downtown Pavement Improvements (5th Street - Duff Avenue to Burnett Avenue)

8. RESOLUTION NO. 14-166 approving contract and bond for Furnishing of 15kV Outdoor Metalclad Switchgear and 69kV Control Panels for Ames Plant Distribution Substation
9. RESOLUTION NO. 14-167 approving Change Order with Alstom Power, Inc., for Repairs to Unit No. 8 Boiler Tubes in the amount of \$11,445.61
10. RESOLUTION NO. 14-168 approving Plat of Survey for 2200 Hamilton Drive
11. RESOLUTION NO. 14-169 approving Plat of Survey for 138 and 142 Hyland Avenue
12. RESOLUTION NO. 14-170 approving Plat of Survey for 3521 Jewel Drive
13. RESOLUTION NO. 14-171 approving Final Plat for Sunset Ridge Subdivision, 5th Addition Roll
Call Vote: 6-0. Resolutions/Motions declared adopted/approved unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

CLASS C LIQUOR LICENSE RENEWAL FOR DANGEROUS CURVES: Council Member Betcher said that she had asked that this item be pulled from the Consent Agenda for separate discussion after noting the number of violations that had been issued to Dangerous Curves. Police Chief Chuck Cychosz brought the Council members' attention to the details contained in the memo distributed to them as part of their meeting packet. He advised that officers check the premises in question as part of their regular bar patrol. Five lap dance violations and been issued (four to entertainers employed by the establishment and one to a customer). City Attorney Judy Parks said that some violations of the City's Prohibited Touching Ordinance had occurred. Those cases resulted in convictions; however, the bar has appealed the validity of the City's Ordinance. The appeal is pending; therefore, the Ordinance on the books is valid. At the inquiry of Council Member Gartin, Ms. Parks advised that those types of violations (those other than for liquor violations) may be considered when a renewal of a Liquor License is requested, as any violations do tap the resources of the Policy Department and other departments. According to Ms. Parks, the violation numbers at this type of establishment are not so far out of line from other establishments over a year's time; however, the type of entertainment occurring at Dangerous Curves is not going on in any other establishment.

Moved by Goodman, seconded by Orazem, to approve renewal of the Class C Liquor License for Dangerous Curves, 111-5th Street.

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

PUBLIC FORUM: No one came forward to speak, and Mayor Campbell closed Public Forum.

FRANCHISE UPDATE FROM ALLIANT ENERGY: Annette Renaud, Account Manager for Alliant Energy, distributed a copy of Alliant's Annual Report for 2013 to the Mayor and City Council. She provided the highlights of the Report, noting that Alliant is an employer and a taxpayer in the City. Ms. Renaud reported that Alliant's natural gas infrastructure investment last year was \$667,000, and it will increase in 2014.

2013/14 AMES ANNUAL OUTDOOR SCULPTURE EXHIBITION SELECTIONS (AAOSE): Heather Johnson, member of the Public Art Commission, informed the City Council that the Commission had received a record number of submissions (70 entries by 33 artists from 14 states, including two countries). The entries were evaluated by a jury of three Ames residents, who selected five sculptures as their top choices along with four alternates, if availability or other issues prevent installation of one or more of the top selections. Installation of the exhibits will be coordinated through the City Manager's Office and will occur during late April and early May.

The sculptures shown and described by Ms. Johnson were as follows:

1. "Life," by Zach Bowman
2. "Solitary Nomad," by Skip Willits
3. "Help Another," by James Bearden
4. "Wings of Change II," by Holde Debruyne
5. "Industrial Revolution II," by John Brommel

The four alternates were shown and described, as follows:

1. "Thrust from the Earth," by Steve W. Huffman
2. "Point Defiance," by Beth Nybeck
3. "Everything," by Nathan Pierce
4. "Words/Action," by Leslie Burning

Moved by Betcher, seconded by Goodman, to approve RESOLUTION NO. 14-172 approving the 2013/14 Ames Annual Outdoor Sculpture Exhibition selections, as recommended by the Public Art Commission.

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

5-DAY CLASS C LIQUOR LICENSE FOR OLDE MAIN BREWING COMPANY: Moved by Goodman, seconded by Orazem, to approve a 5-day Class C Liquor License for Olde Main Brewing Company at ISU Alumni Center.

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

6-MONTH CLASS B BEER & B NATIVE WINE PERMIT WITH OUTDOOR SERVICE FOR AMES JAYCEES AT BANDSHELL PARK: Moved by Goodman, seconded by Corrieri, to approve a 6-Month Class B Beer & B Native Wine Permit with Outdoor Service for Ames Jaycees at Bandshell Park.

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

OUTDOOR SERVICE PRIVILEGE FOR CHARLIE YOKE'S: Chief Cychosz introduced Lieutenant Jeff Brinkley as the officer who oversees

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Council Member Goodman asked Lieutenant Brinkley if he thought there were physical improvements that could be made to the Service area that could make it less-challenging for the bar. Lieutenant Brinkley said the Police Department would like to see the railing system be a couple feet

higher with a trellis-type topper above that as well as installing a gate where an employee would be stationed to prevent people from being allowed in the back gate.

At the inquiry of Council Member Orazem, Assistant City Attorney Jessica Spoden explained that the Outdoor Service Area is an additional privilege to an existing license, not a separate license. She said that if the Outdoor Service Area were to be approved at this meeting, it would run concurrently with the liquor license.

Council Member Gartin, noting that extensive conversation had occurred in January about this same location, asked Lieutenant Brinkley if the bar owner/manager appeared to get the message that Council attempted to send when it approved a 6-Month License, instead of a 12-Month License. Lieutenant Brinkley replied that he felt the management of the bar had realized the message, but he

did not know if the ownership was completely on board. Currently, the establishment is showing a pattern of non-compliance in certain areas.

Council Member Orazem noted that this bar had recently moved to a new location and asked if that had any bearing on the number of violations. Lieutenant Brinkley answered that the establishment's compliance should be easier at the new location as they are not running a kitchen there. There is no under-21 business at this bar since it moved from its former location. The Police Department has not seen a change in the non-compliance pattern in the new location since coming before the City Council nine weeks ago.

Jason Crimmins identified himself as the owner of Charlie Yoke's, 2518 Lincoln Way. Mr. Crimmins alleged that the number of violations that had been issued to Charlie Yoke's in the first quarter of this year were not significantly more than other establishments. He acknowledged that when the 6-Month License was issued, the number of violations at Charlie Yoke's was significantly higher than other violations; however, that has not been the case in the last nine weeks. Mr. Crimmins alleged that Charlie Yoke's was being held to a higher standard.

Council Member Gartin pointed out that the Police Department has made it clear that it is strongly opposed to the granting of an Outdoor Service Area privilege. He asked why the Council should not defer to the officers who have to enforce the regulations. Mr. Crimmins said that he then expects that an Outdoor Service Area or Liquor License not be granted to any other establishment that had violations in the same time period. Mr. Gartin then asked Mr. Crimmins to explain why the Police Department was wrong in its recommendation. Mr. Crimmins said it was because it was being based on a "difficulty to control" while, at this meeting, the City Council had granted an Outdoor Service Area to an establishment "that has a chain hanging on a public right-of-way." According to Mr. Crimmins, Charlie Yoke's has a 5'8" high barrier surrounding its patio; yet that establishment has no barriers. Mr. Crimmins said that his bar is running in a similar manner like all other bars in Campustown.

Mr. Gartin said that he wants Mr. Crimmins' business to be successful, and the Police Department wants the establishment to be in compliance with the regulations.

Concerning the allegation made by Mr. Crimmins that Charlie Yoke's was being held to a higher standard, Lieutenant Brinkley replied that there is a continual failure to comply with regulations on the part of Charlie Yoke's. He specifically referenced an incident that occurred on March 15, 2014, when two minors were found on the premises who had been let into the establishment by an employee. Lieutenant Brinkley noted that no one wanted to be held accountable for what was occurring at the bar that night; there is a continuing failure to comply with the expectations the Police Department has in the owner to "own" the violations and then taking appropriate steps to correct them.

Council Member Gartin asked if there was a way that the Police Department could be supportive of an Outdoor Service Area if the layout could be redesigned. Lieutenant Brinkley advised that there should be at least six feet of barrier measured from the parking lot (not from the floor of the patio) and some sort of physical door that is staffed keep under-age people from entering the premises.

Council Member Gartin asked what would happen if the application was denied tonight. Assistant City Attorney Spoden advised that Charlie Yoke's would have the right to appeal to the Alcoholic Beverages Division and they also have the right to come back to the Council at a future meeting. Mr.

Gartin suggested that Charlie Yoke's be given an opportunity to work with the Police Department to come up with a satisfactory structural design. Ms. Spoden told the Council that it also had the right to approve the Outdoor Service Area with whatever conditions it felt were necessary.

Moved by Gartin, seconded by Goodman, to approve the Outdoor Service Area contingent upon the Ames Police Department approving the plans for the layout of the Outdoor Service Area.

Council Member Orazem indicated that he saw two issues: design and performance. He indicated that he was not comfortable approving the additional privilege at this point because of the number of violations. According to Mr. Orazem, the current Liquor License doesn't expire until August 2014, so the bar has some time to get a decent record of compliance going. If that would be the case in August, and a design of the Area could be agreed upon, the bar would have a chance to get approval at that time.

Mr. Crimmins reiterated that he was aware he only had a 6-Month License, so in essence, he was on probation, and that would be up for debate in August when he seeks renewal of the Liquor License. He said that he was asking now to sell alcohol on one part of his property versus another, and he believed that was governed by the Inspections Division. Mr. Crimmins stated that he would be willing to work with anyone from the Police Department if he/she had suggestions, but he did not understand how he would be required to have a six-foot fence when other establishments are allowed to serve on the sidewalk. Mayor Campbell reminded Mr. Crimmins that he was asking for an additional privilege while his bar was on probation.

Council Member Betcher asked to know the relationship between the Building Code and the privilege in this case. Ms. Spoden noted that the Inspections Division had signed off; however had some additional requirements that they wanted to see installed. Inspections wanted to make a final inspection prior to any approval being sent to the State. She again told the Council that it was in the City's discretion to approve or deny the additional privilege. Ms. Spoden noted that there had been approvals made with conditions in the past.

Lieutenant Brinkley reported that the Police Department believes that the employee involvement in some of the violations sets this apart from what the Department had seen in other establishments.

Vote on Motion: 2-4. Voting aye: Gartin, Goodman. Voting nay: Betcher, Corrieri, Nelson, Orazem. Motion failed.

Seanna Perkins, Building Official, advised that an inspector had visited the area outside of the building proper today. That inspector had noted handrail and guardrail issues. Ms. Perkins advised that the Building Code only applies for commercial occupancy of the space. Ms. Spoden added that the City currently does not have an Outdoor Service Area ordinance.

REQUEST FROM IOWA STATE UNIVERSITY STUDENT SOCIETY OF LANDSCAPE ARCHITECTS FOR WAIVER OF PARKING METER FEES FOR SPACE 50 ON CHAMBERLAIN STREET: Nicholas Gulick and Devan Clark, Vice-President and President, respectively, of the Stu

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Moved by Gartin, seconded by Orazem, to adopt RESOLUTION NO. 14-173 approving the request from Iowa State University Student Society of Landscape Architects for waiver of parking meter fees for Space 50 on Chamberlain Street from April 24 - August 30, 2014, for demonstration of a “parklet.”

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

REQUESTS FROM AMES CHAMBER OF COMMERCE FOR AMES MAIN STREET FARMERS’ MARKET: LoJean Petersen, 304 Main Street, Ames, Manager of the Ames Main Street Farmers’ Market, requested the Council to waive the parking meter fees for the 300 and 400 blocks and a portion of Burnett Avenue. She noted that that the Market’s budget is extremely tight and the payment of \$1,800 in parking fees would greatly impact its operations. According to Ms. Petersen, the Market is totally funded by sponsorships and fees. She listed many of the expenses that are associated with Market operations.

At the inquiry of Council Member Gartin, Ms. Petersen advised that between 2,200 and 2,500 people attend the Market. They have had occasions when upwards of 4,000 had attended. Ms. Petersen stated that she had obtained 74% approval from the Main Street Cultural District business owners.

It was noted that the Market coordinators had also requested a waiver of parking meter fees for the 300 and 400 Blocks and a portion of Burnett Avenue. A total of 77 parking spaces would be closed each day of the Market, which would result in an estimated potential loss of revenue to the Parking Fund in the amount of \$1,800.

Assistant City Manager Bob Kindred reported that, in previous years, the City Council has required reimbursement for lost parking meter revenue because the Market is a recurring event using public space to benefit for-profit vendors, and to waive those costs completely may set a difficult precedent. According to Mr. Kindred, the 2013 Market closures cost \$455, but due to the location being expanded and the duration being longer, the costs would be much greater. City staff believes that on a typical Saturday, only 80% of the parking spaces may be filled, so the actual revenue loss may be \$1,440.

Council Member Goodman offered his opinion that the Ames Market is in its beginning stages. He noted the community’s desire to have the Market. Mr. Goodman suggested that a policy be set to waive fees for a period of three years and then revisit it. Council Member Betcher noted that the Market had paid fees in the past, albeit not as large as what is anticipated for this year. She pointed out that the Market is being expanded this year, with more vendors, and she did not believe that no parking fees should be reimbursed. She recommended that some configuration of fee be established.

Moved by Goodman, seconded by Nelson, to approve the following requests from Ames Chamber of Commerce for Ames Main Street Farmers’ Market from May 3 to October 25, as follows:

1. RESOLUTION NO. 14-174 approving closure of 300 and 400 blocks of Main Street, and

- Burnett Avenue from Main Street north to the alley, from 5:30 a.m. to 1:30 p.m.
2. Motion approving Blanket Temporary Obstruction Permit and Blanket Vending License
 3. RESOLUTION NO. 14-175 approving waiver of fee for blanket Vending License
 4. RESOLUTION NO. 14-176 approving request to waive parking enforcement in CBD Lots X and Y during the Market

Moved by Goodman, seconded by Nelson, to adopt Resolution No. 14-177 to require the Farmers Market to pay \$900 in parking meter fees in the 300 and 400 Blocks of Main Street and a portion of Burnett Avenue and electric usage fees.

Roll Call Vote: 4-2. Voting aye: Betcher, Gartin, Goodman, Orazem. Voting nay: Corrieri, Nelson. Resolution declared adopted, signed by the Mayor, and hereby made a portion of these Minutes.

FIREWORKS PERMIT FOR RESIDENCE HALL WEEK ON CENTRAL CAMPUS: Moved by Goodman, seconded by Betcher, to approve a Fireworks Permit for a ground effects fireworks shoot for Residence Hall Week on Central Campus at 11:59 p.m. on April 26, 2014 (with a rain date of May 3, 2014).

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

CY STATUE AGREEMENT WITH AMES CHAMBER OF COMMERCE: Operations Manager Corey Mellies reminded the Council that, at its February 25, 2014, meeting, direction was given for staff to prepare an agreement with the Chamber of Commerce to allow placement of the Cy statues on City property. Mr. Mellies added that the only responsibilities of the City are to work with the Public Art Commission and coordinate locations for the statues. The Chamber of Commerce will be providing the necessary liability insurance.

Moved by Gartin, seconded by Orazem, to adopt RESOLUTION NO. 14-178 approving the Cy Statue Agreement with the Ames Chamber of Commerce.

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

HEARING TO ESTABLISH WATER CONNECTION FEE DISTRICT WITH RESPECT TO CERTAIN PROPERTIES IN NORTHERN GROWTH AREA: Mayor Campbell opened the public hearing. There was no one who wished to speak, and the hearing was closed.

Civil Engineer Eric Cowles summarized that there would be three Sanitary Sewer Connection Districts with separate fees per acre. There is one Water Connection District being established. The costs have been based off of the utility construction projects that Council approved preliminary plans and specifications for at its last meeting. The bids will be read on April 16, 2014, with the results reported to the Council at its meeting of April 22, 2014.

Moved by Nelson, seconded by Orazem, to pass on first reading an ordinance establishing a Water connection Fee District with respect to certain properties in the Northern Growth Area.

Council Member Orazem asked if any existing property owners had responded positively to the City's offer of special inducement to hook up. Mr. Cowles said the City had not gotten any buy-in with the exception of the properties to the north (the Frames). Assistant City Manager Bob Kindred reported that there was still discussion occurring between City staff and property owners. Their final opportunity to avail themselves of that opportunity will take place when the Hunziker South Annexation occurs. According to Mr. Cowles, by *Iowa Code*, if you are within 200 feet of a municipal utility and the septic system fails, the property owner would be required to hook up to the

City's main.

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

HEARING TO ESTABLISH SANITARY SEWER CONNECTION FEE DISTRICT WITH RESPECT TO CERTAIN PROPERTIES IN NORTHERN GROWTH AREA: The Mayor opened the public hearing and closed same after there was no one wishing to speak.

Moved by Orazem, seconded by Nelson, to pass on first reading an ordinance establishing a Sanitary Sewer Connection Fee District with respect to certain properties in the Northern Growth Area.

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

HEARING ON NUISANCE ASSESSMENTS: The public hearing was opened by Mayor Campbell. She closed the hearing as there was no one who asked to speak.

Moved by Orazem, seconded by Goodman, to adopt RESOLUTION NO. 14-179 assessing the costs of mowing and snow/ice removal and certifying assessments to Story County Treasurer.

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

HEARING ON VACATION AND RELOCATION OF PEDESTRIAN EASEMENT FOR SUNSET RIDGE, 4TH ADDITION: Mayor Campbell opened the public hearing and closed it after no one came forward to speak.

Moved by Orazem, seconded by Nelson, to adopt RESOLUTION NO. 14-180 approving vacation of a Pedestrian Easement located in Sunset Ridge, 4th Addition.

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

PROCESS FOR BRECKENRIDGE DEVELOPMENT WORKSHOP: Planning and Housing Director Kelly Diekmann reported that City staff had proposed May 6, 2014, as the date for the Special Council Workshop. It was also proposed by staff that the City Manager and the Planning and Housing Director meet separately in advance with the developer and with neighborhood representatives to discuss priorities and the chief interests concerning development of the three sites. Staff would also reach out to Iowa State University representatives to confirm their priorities. A summary of the priorities and interests of each group will be prepared prior to May 6, 2014. Staff has talked to the applicant, who is willing to meet with staff. The Old Middle School/College Creek Neighborhood Association is also willing to meet with City staff prior to May 6, 2014.

Moved by Goodman, seconded by Orazem, to set May 6, 2014, as the date for the City Council workshop on Breckenridge sites and direct staff to meet separately with the developer and with neighborhood representatives to clarify their respective priorities in advance of the workshop.

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

WESTWOOD VILLAGE LANDSCAPE PLAN AMENDMENT: Planner Jeff Benson reported that the Westwood Village Plan was approved by the Council in 2006 to build the final apartment building in that Planned Residence District (PRD). The Plan showed a few Oak trees to be removed. The developer had been informed that Westwood Village had an approved landscape plan that included the requirement for an amended landscape plan to be submitted prior to any additional trees being removed. Mr. Benson advised that during the past month, ten Oak trees were removed from

the property. A revised Landscape Plan was then submitted that showed the ten trees already removed and several other trees that they wanted to have removed. According to Mr. Benson, staff had identified some replacement trees to be planted, and some of those were included in the Plan.

Mr. Benson said that the Ordinance allows staff to approve a Minor Amendment to such a Plan if it doesn't change the overall landscape design of the project. However, before a change is approved, a revised Plan must be provided. In this case, a revised plan was not provided before the trees were removed. Staff's proposal is to allow the developer to remove two additional Oak trees that are close to the building; however, two others were to remain until they were deemed dangerous. The Council was told that if it agrees with staff's assessment (that this would constitute a Minor Amendment), it should direct staff to approve the Minor Amendment. If Council believes the changes would constitute a Major Amendment, it should direct staff to submit the Plan as an amendment to a Major Site Development Plan. It would then go to the Planning and Zoning Commission to later be brought back to the City Council at a hearing.

Council Member Betcher asked, how, given the PRD Agreement, the developer managed to remove so many extra trees when the Landscape Plan required only the removal of four trees. She felt it was a case that "it was easier to apologize rather than ask permission." Developer Brent Haverkamp answered that the Landscape Plan was approved in 2006. When they began construction of the building, it became clear, by both the condition of the trees and the proximity of the trees to the building, that it was unsafe to leave the trees. Mr. Haverkamp said had he known that they were required to request approval of the removal of the additional trees, he would have asked permission. Ms. Betcher said she felt it was hard for her to believe that he was unaware of his responsibilities since there had been so much discussion by the City Council in 2013 over the removal of the trees.

Mr. Haverkamp told the Council that the Construction Manager on this project had a specialist from Iowa State assess the trees. The trees that were diseased were removed. Some trees that would have died because of root problems as a result of the construction were also removed.

Council Member Goodman asked to know the age of the trees that had been removed. Planner Benson said the age of the removed trees is not really known, but it is thought that they were between 80 to 100 years old. He said that they are asking the developer to plant 50% more trees than the number that was removed. The trees that will be planted will be approximately 15' tall. Mr. Benson noted that Oak trees are very slow-growing.

Council Member Goodman expressed his frustration that the Council had made its expectations known to the developer; however, there was no recourse when those were not followed by the developer. Council Member Betcher agreed.

LAND USE POLICY PLAN AMENDMENT INITIATION REQUEST FOR 516 SOUTH 17TH STREET: Director Diekmann stated that the developer of the land in question is interested in pursuing a change of approximately 12 acres of land from Highway-Oriented Commercial to High-Density Residential. The subject area is an undeveloped parcel at the west end of S. 17th Street in the Aspen Business park. The site is located between Highway 30 and S. 16th Street in the areas of a possible future extension of Grand Avenue.

Mr. Diekmann noted that much of the background information had been provided in his memo to the City Council on February 24, 2014. On March 18, 2014, the City Council had directed staff to place this item on a future City Council Agenda. If the process moves forward, the Council needs to determine if the process would be a Major or a Minor LUPP Amendment.

According to Mr. Diekmann, staff identified issues related to development of the area that may influence future decisions about appropriate land use:

1. Lack of direct access to CyRide transit service at this site and the fact that the adjacent route along S. 16th Street already exceeds ridership capacity
2. Accommodation of a potential future Grand Avenue extension from S. 16th Street across Highway 30 to Airport Road
3. General traffic circulation and congestion along S. 16th Street
4. Supply of well-oriented commercial land for office and retail vs. demand for high-density residential land
5. Housing availability for non-student development

Options available to the City Council were presented by Director Diekmann, as follows:

1. If the Council believes that the site is suitable for commercial uses and does not have interest in allowing for additional residential uses in this area, it should deny the request.
2. If the Council believes there is potential interest in additional high density residential uses for the site, subject to evaluation of commercial land needs, residential land needs, and project site development interests, it could elect to allow the applicant to move forward with the LUPP Amendment. If the request proceeds, a decision on the timing or type of amendment must also be made.

Director Diekmann reminded the Council that a LUPP Amendment may be categorized as a Minor Amendment or a Major Amendment, or it may be deterred until the next five-year review of the LUPP. It was noted that timing and scope for the next LUPP Update has not been determined by the Council, but will be discussed as part of the LUPP Overview at a workshop scheduled for May 20, 2014. Mr. Diekmann noted that the council could wait until after the LUPP Overview to decide if it wanted to proceed with the request independent of a LUPP update.

Council Member Betcher expressed her opinion that this request needed to be part of a larger LUPP discussion partly because of the land-locked nature of the property in question.

Council Member Goodman said, in his opinion, the property owner's request to change the land to High-Density Residential fits with the development that has been allowed in the recent past in the area in question. Mr. Betcher said she was willing to consider the request, but felt it should be done in context with the larger scope. She also conveyed her concerns that CyRide was already running at capacity on South 17th Street and that South 17th Street was an institutional road and Iowa State University has indicated that he had no funding budgeted for improvements to that road.

Jeff Cook, CPM Development, 2919 Knox Avenue South, #200, Minneapolis, Minnesota, said his company specializes in high-density housing developments. He said his company was looking for property that directly abuts high-density residential areas within proximity to the University. Mr. Cook said they located the property in question. It had no access road, so it was felt that it would not be appealing to a retailer. He asked the Council to direct staff to allow this proposal to move forward as a Minor Amendment to the LUPP. Mr. Cook told the Council that currently, the land yields approximately \$182 in property taxes; however, when developed as being proposed, the area would generate over \$450,000 in property taxes annually. It is hoped that the project could be completed in 2015.

Moved by Goodman, seconded by Corrieri, directing that staff begin the process of a Minor LUPP Amendment for this project.

Council Member Betcher said that she did not necessarily think this was a bad project for the area or that the developer would not perform, but given the fact that she has not seen “any teeth” in prior agreements, she was hesitant to agree to that. Council Member Gartin pointed out that he felt the City did “have teeth” in that “if Kelly’s signature is not on the document, no one moves in.”

Vote on Motion: 5-1. Voting aye: Corrieri, Gartin, Goodman, Nelson, Orazem. Voting nay: Betcher. Motion declared carried.

The meeting recessed at 9:03 p.m. and reconvened at 9:10 p.m.

URBAN RENEWAL PLAN INITIATION FOR SOUTHEAST 16TH STREET: Director Diekmann recalled that, at its March 4, 2014, City Council meeting, staff was directed to initiate steps to provide support for the redevelopment of properties along SE 16th Street between South Duff Avenue and Dayton Avenue. This step was in anticipation of establishing a Reinvestment District under the Iowa Reinvestment Act. The principal steps needed for the project proposal were to endorse a preliminary application submitted to the Iowa Economic Development Authority and to initiate the steps for creating an Urban Renewal Area for the 23-acre site. The proposed development by Iowa Destination Developers is an approximately \$48 million commercial development consisting of a Menard’s, a new restaurant and hotel, and a Field Station Dinosaurs Museum/Camp. Mr. Diekmann noted that the City has no financial commitment or support associated with a Reinvestment District, since it is solely funded by the state. Upon formal approval of the incentive application by the IEDA Board, the City may then adopt an ordinance establishing the Reinvestment District to facilitate the project. The Council was told by Director Diekmann that, at this time, the City Council is being asked to set the date for a public hearing on the proposed Urban Renewal Plan to facilitate the Reinvestment District redevelopment project and to refer the Urban Renewal Plan to the Planning and Zoning Commission for its recommendation. Upon receipt of the Commission’s recommendation, the City Council will hold a public hearing to gather input on the Urban Renewal Plan. After following those steps, the Council would be in a position to approve a resolution adopting the Urban Renewal Plan.

Moved by Goodman, seconded by Orazem, to adopt RESOLUTION NO. 14-181 directing staff to prepare the Urban Renewal Plan and forward the Plan to the Planning and Zoning Commission for its recommendation and setting the date of public hearing for May 27, 2014.

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

TRANSMISSION MEMBERSHIP APPLICATION AND AGREEMENTS WITH MIDCONTINENT INDEPENDENT SYSTEM OPERATION (MISO): Donald Kom, Director of Electric Services, told the Council that, in 2009, there were two general types of transmission service: network service and point-to-point service. With the City generating most of its electricity needs locally and little qualifying transmission investment, the City chose point-to-point service at that time. According to Mr. Kom, in September 2013, changes were made to MISO’s network service program that caused the City to re-evaluate its options. Qualified 69kV transmission facilities can now be included in the credit calculation. Other benefits were also created, including additional wind-generated capacity and decreased staff time to meet transmission scheduling demands. Based on staff’s calculations, network service is now the lowest cost option for transmission service, falling below \$500,000/year in cost. As the City’s new 161kV transmission

facilities are placed in service and included in the investment calculation, the City's net transmission cost will continue to fall each year. The City could reach a point where its investments fully offset its cost, and the utility would begin to receive monthly payments for its investments. However, to be granted network transmission service and receive transmission credits, the utility must become a Transmission Owner in MISO. As a Transmission owner, the City would turn over "functional control" of its transmission system to MISO. It will prove to be much more cost-effective with the new line and 69kv facility to move from point-to-point transmission service to the new MISO services.

Moved by Orazem, seconded by Betcher, to adopt RESOLUTION NO. 14-182 approving the Transmission Membership Application and specified agreements with the Midcontinent Independent System Operator (MISO), authorizing the MISO membership fee payment of \$15,000, and authorizing termination of the City's membership in the Midcontinent Area Power Pool.

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

FRIENDS FOUNDATION REQUEST REGARDING CONSUMPTION OF ALCOHOL INSIDE PUBLIC LIBRARY DURING PRE-OPENING GALA ON SEPTEMBER 5, 2014: Kevin Stow,

President of the Ames Public Library Board of Directors, explained that the Board was approached by the Ames Public Library Friends Foundation (APLFF) with a request to hold an event at the site of the renewed Library prior to its grand opening on September 14. The Friends group would like to host a gala on the evening of September 5 to serve as a celebration of the new building. As part of the gala, the APLFF would like to serve alcohol at the 21-and-over event. Support of the City Council is being sought prior to the liquor license request from either APLFF or a caterer coming before it.

Moved by Goodman, seconded by Orazem, to support the request regarding consumption of alcohol inside the Public Library during the Pre-Opening Gala on September 5, 2014.

Council Member Goodman reported that, for him, a big piece of this request was that the Library would not yet be open to the public at the time of the gala.

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

LIBRARY MILLWORK: Lynne Carey, Library Director, noted that the bid of the lowest bidder, Iowa Prison Industrials of Des Moines, Iowa, was deemed unresponsive.

Moved by Orazem, seconded by Gartin, to adopt RESOLUTION NO. 14-183 awarding a contract to SBD Commercial Interiors of Jackson, Michigan, for Library Millwork in the amount of \$423,413.

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

CHANGE IN LIBRARY STAFFING LEVEL: Director Carey reported that the Public Library had undertaken a staff reorganization to ensure excellent customer service in its renovated and expanded facility. A team had been assigned to review the organizational structure for the Library. The team determined that the duties of the Assistant Library Director should be redistributed among five manager positions, and the budget for the Assistant Library Director position should be reallocated to a combination of reclassifications and creation of new positions. It was also determined that approximately \$93,000 of the funds from temporary salaries could be combined with remaining funds from the former Assistant Library Director position to create several more new permanent

positions with no overall additional expense to the budget. Ms. Carey explained that the request was for elimination of the Assistant library Director and the addition of a Client Support Technician, a Resource Support Services Clerk, two half-time Youth Services Clerks, and three half-time Customer Account Services Clerks. This presents the opportunity to replace one Full-Time-Equivalent (FTE) with 3.75 FTE with no change to the bottom line of the Library's budget.

Moved by Corrieri, seconded by Nelson, to adopt RESOLUTION NO. 14-184 approving elimination of Assistant Library Director (1 FTE) and addition of Client Support Technician (.75 FTE), Resource Support Services Clerk (.5 FTE), two half-time Youth Services Clerks (1 FTE), and three half-time Customer Account Services Clerks (1.5 FTE).

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

2013 DEVELOPMENT PROCESS SURVEY: City Business Development Coordinator Tiffany Coleman presented the results of the City's 2013 Development Process Survey.

Council Member Orazem asked if staff could break down the responses by local and out-of-town customers. It was determined that that could be done. Mr. Orazem noted that part of the goal was to improve the City's reputation with its customers.

Council Member Betcher said the results were interesting, but wondered how they were used. Ms. Coleman explained that she had reviewed the comments with the applicable Division and Department Heads. Council Member Orazem pointed out that the Survey was initiated in 2011 and is used as a tool to continually improve processes. Assistant City Manager Kindred noted that if the City Council members had any comments or requests concerning services, they should bring those forward.

ORDINANCE CHANGING PARKING REGULATIONS ON TWAIN CIRCLE: Moved by Goodman, seconded by Orazem, to pass on first reading an ordinance changing the parking regulations on Twain Circle.

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

POST-CONSTRUCTION STORM WATER ORDINANCE: Moved by Goodman, seconded by Orazem, to pass on second reading the Post-Construction Storm Water Ordinance as Chapter 5B of the *Municipal Code*.

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

ORDINANCE MAKING ZONING TEXT AMENDMENT TO CHANGE REQUIRED PARKING FOR OTHER OFFICE USES (EXCLUDING MEDICAL AND DENTAL OFFICES): Moved by Nelson, seconded by Orazem, to pass on second reading an ordinance making a zoning text amendment to change required parking for other office uses (excluding medical and dental offices).

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

ORDINANCE AMENDING SECTION 23.407 PERTAINING TO STORM WATER MANAGEMENT REGULATORY STANDARDS: Moved by Orazem, seconded by Nelson, to pass on second reading an ordinance amending Section 23.407 pertaining to storm water management regulatory standards.

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

ORDINANCE AMENDING SECOND 23.502 PERTAINING TO STORM WATER

MANAGEMENT REGULATORY STANDARDS: Moved by Orazem, seconded by Nelson, to pass on second reading an ordinance amending Section 23.502 pertaining to storm water management regulatory standards.

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

ORDINANCE AMENDING SECTION 29.406 PERTAINING TO STORM WATER MANAGEMENT REGULATORY STANDARDS: Moved by Orazem, seconded by Nelson, to pass on second reading an ordinance amending Section 29.406 pertaining to storm water management regulatory standards.

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

ORDINANCE AMENDING SECTION 29.1502 PERTAINING TO STORM WATER MANAGEMENT REGULATORY STANDARDS: Moved by Orazem, seconded by Nelson, to pass on second reading an ordinance amending Section 29.1502 pertaining to storm water management regulatory standards.

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

COUNCIL COMMENTS: Mayor Campbell announced that tonight was *ex officio* Member Alexandria Harvey's last City Council meeting. She will be pursuing a Master's degree in Public Administration. Ms. Harvey was thanked for her service over the past year.

Moved by Betcher, seconded by Orazem, to direct staff to prepare a brief report comparing the maximum densities in the Floating Zones to the maximum densities in the standard Residential Zones.

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

Moved by Orazem, seconded by Corrieri, to refer to staff the letter of John and Julie Larson to answer whether there is a way to allow the Larsons to build a three-season porch and still allow for the easement.

Vote on Motion: 5-1. Voting aye: Betcher, Corrieri, Gartin, Nelson, Orazem. Voting nay: Goodman. Motion declared carried.

Assistant City Manager Kindred announced that the RISE grant application of ISU Research Park had been approved.

ADJOURNMENT: Moved by to adjourn the meeting at 10:07 p.m.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

**MINUTES OF THE SPECIAL MEETING
OF THE AMES CITY COUNCIL**

AMES, IOWA

APRIL 17, 2014

The Ames City Council met in special session at 10:30 a.m. on April 17, 2014, in Conference Room 235 of City Hall, 515 Clark Avenue, pursuant to law. As it was impractical for the Mayor and all Council members to be present in person, Mayor Ann Campbell and Council Members Corrieri, Gartin, Nelson, and Orazem were brought into the meeting telephonically. Council Members Betcher and Goodman were present.

2013/14 WATER SYSTEM IMPROVEMENTS PROGRAM - WATER SERVICE TRANSFER PROGRAM #1 (10TH STREET - DOUGLAS AVENUE TO GRAND AVENUE):

Moved by Goodman, seconded by Corrieri, to adopt RESOLUTION NO. 14-185 approving preliminary plans and specifications for the 2013/14 Water System Improvements Program-Water Service Transfer Program #1 (10th Street - Douglas Avenue to Grand Avenue); setting April 21, 2014, as bid due date and April 22, 2014, as the date of the public hearing.

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

2012/13 CONCRETE PAVEMENT IMPROVEMENTS #1 (WHEELER STREET - GRAND AVENUE TO ROY KEY AVENUE):

Moved by Betcher, seconded by Goodman, to adopt RESOLUTION NO. 14-186 approving preliminary plans and specifications for the 2012/13 Concrete Pavement Improvements #1 (Wheeler Street-Grand Avenue to Roy Key Avenue); setting April 21, 2014, as the bid due date and April 22, 2014, as the 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.

2013/14 CONCRETE PAVEMENT IMPROVEMENTS (KNAPP STREET - WELCH AVENUE TO LYNN AVENUE AND LYNN AVENUE - STORM STREET TO KNAPP STREET):

Moved by Goodman, seconded by Betcher, to adopt RESOLUTION NO. 14-187 approving preliminary plans and specifications for the 2013/14 Concrete Pavement Improvements (Knapp Street-Welch Avenue to Lynn Avenue and Lynn Avenue-Storm Street to Knapp Street); setting April 21, 2014, as the bid due date and April 22, 2014, as the 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.

GRANT AVENUE WATER MAIN AND SANITARY SEWER IMPROVEMENTS 9NORTH GROWTH AREA UTILITY EXTENSION):

Moved by Nelson, seconded by Goodman, to adopt RESOLUTION NO. 14-188 approving preliminary plans and specifications for the Grant Avenue Water Main and Sanitary Sewer Improvements (North Growth Area Utility Extension); setting April 21, 2014, as the bid due date and April 22, 2014, as the 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.

City Manager Steve Schainker referenced comments made by a restaurant owner at the Council Workshop held on April 15, 2014, concerning the proposed ordinance pertaining to fats, oils, and grease. Mr. Schainker indicated that it was staff's intention to request that the Council, at its meeting to be held on April 22, 2014, direct that an ordinance be prepared.

ADJOURNMENT: Moved by Goodman to adjourn the meeting at 10:38 a.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 & Year:	April 2014	
For City Council Date:	April 22, 2014	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Electric Services	Replacement Conveyor Belts for Power Plant	1	\$64,938.82	Kaman Industrial Technologies	\$0.00	\$11,142.56	B. Trower	CB
Electric Services	Specialized Wet/Dry Vacuum, Hydro Blast, and Related Services	1	\$52,000.00	Bodine Services of Clinton, LLC	\$0.00	\$10,000.00	D. Kom	CB
Electric Services	Specialized Cleaning Services Contract, Including Grit Blasting, Hydro Blasting, Detonation Blasting, and Vac Truck Services	1	\$151,000.00	W-S Industrial Services, Inc.	\$0.00	\$24,000.00	D. Kom	CB
Fleet Services	Digger Derrick, Box Body, and Flat Bed	1	\$153,424.00	Altec Industries, Inc.	\$0.00	\$7,770.00	R. Iverson	MA
Electric Services	Spring 2014 Unit 8 Boiler Repairs	1	\$331,069.50	ProEnergy Services, LLC	\$0.00	\$23,000.00	D. Kom	CB



MEMO

*Caring People
Quality Programs
Exceptional Service*

8 a-c

TO: Mayor Ann Campbell and Ames City Council Members

FROM: Lieutenant Jeff Brinkley – Ames Police Department

DATE: March 31, 2014

SUBJECT: Beer Permits & Liquor License Renewal Reference City Council Agenda
April 22, 2014

The Council agenda for April 22, 2014, includes beer permits and liquor license renewals for:

- Class C Liquor with Outdoor Service – Perfect Games, 1320 Dickinson Ave
- Class C Beer – Swift Stop #2, 3406 Lincoln Way
- Special Class C Liquor – Great Plains Sauce & Dough, 129 Main St

A routine check of police records for the past twelve months found no violations for any of these establishments. The police department would recommend renewal of these licenses.

COUNCIL ACTION FORM

SUBJECT: FATS, OILS, AND GREASE CONTROL PROGRAM

BACKGROUND:

At the City Council workshop on April 15, City staff presented a proposed policy to reduce the introduction of fats, oils, and grease (FOG) into the City's sanitary sewer system. Within the written report (attached), staff proposed the following policy:

1. Amend the penalty for introducing solid or viscous substances causing an obstruction to the flow in the sewer or other interference with the operation of the treatment works. The current penalty for a violation is \$1,000. **Under the proposed changes, this would be amended to include a penalty of \$1,000 plus the cost of cleanup for any blockages.**
2. Establish a "Restaurant" sewer rate class that would apply to any customer that has a state-licensed Food Service Establishment (FSE) on its premises. FSEs are called out specifically because they are the primary contributors to FOG discharge. The restaurant rate would be set higher than the regular sewer rate and would apply on a six-month basis. The FSE would receive an exemption from this rate for the following six-month period if one of the following criteria is met:
 - a. If an FSE submits records indicating that, in the previous six months, its grease interceptor has been cleaned out by a grease hauler, and that the grease interceptor averaged less than 25% full across all cleanouts and had no single cleanout greater than 35% full.
 - b. If the FSE has a dedicated waste water sampling port and has a laboratory test conducted for FOG concentration during hours chosen by City staff and by an outside laboratory approved by City staff, and that test shows a FOG concentration less than 100 mg/L.
 - c. If the FSE maintains a logbook of interceptor maintenance, staff training, kitchen practices, and other measures taken to reduce FOG discharge, and that logbook is spot checked by City staff.
3. Any customer operating a licensed FSE that is also a part of the Non-Domestic Waste Pre-Treatment Program (NDWPP) would not be subject to the Restaurant Rate. However, FOG would be added as a measured criterion to the Non-Domestic Waste Pre-treatment Program and the customer would

pay for its FOG discharge on the basis of its actual discharge, which is routinely sampled.

4. City staff would be empowered to inspect any establishment during normal business hours without advance notice to determine the source of a FOG problem in an adjacent sewer. City staff does not intend for this to be done routinely, but would use this provision to verify compliance in the event that blockages continue adjacent to establishments that are submitting acceptable exemption documents.
5. These changes would take effect immediately upon the passage of an ordinance. However, no sewer rate or numerical limits would be in effect upon implementation. Instead, one year after the program is initiated, City staff would return to the Council with recommendations for the rate and limits. This will provide an opportunity to gather information and set more effective numbers.

ISSUES RAISED AT CITY COUNCIL WORKSHOP:

During the workshop at which this proposal was presented, Mr. Scott Griffen raised concerns regarding how three specific situations would be affected by this proposal:

1. Establishments that do not serve food, but still require state FSE licensure because they make ice
2. Establishments that share a water/sewer bill with other non-FSE tenants
3. Establishments that use substantial quantities of water for non-restaurant purposes (such as brewing beer)

City staff intends to evaluate these and other issues during the course of the proposed test year. No establishment having challenges with these particular issues will be financially penalized during the test year.

ALTERNATIVES:

1. Direct staff to prepare an ordinance establishing a fats, oils, and grease control program using the proposal presented by staff. Rates and numerical limits will not be established immediately, but will be brought back for Council discussion one year after implementation.
2. Direct staff to prepare an ordinance establishing a fats, oils, and grease control program using the proposal presented by staff. Establish rates and numerical limits immediately.
3. Direct staff to gather more information about other FOG control strategies.

MANAGER’S RECOMMENDED ACTION:

City staff has met with a variety of stakeholders and has evaluated FOG programs in other communities. The proposed program addresses the economic, health, and environmental detriments of FOG discharge while allowing a variety of methods for food service establishments to comply. Providing a one-year delay before implementing rates and numerical limits will allow time to inform customers of this program and develop the most effective program possible.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby directing staff to prepare an ordinance establishing a fats, oils, and grease control program using the proposal presented by staff. Under this action, rates and numerical limits will not be established immediately, but will be brought back for Council discussion one year after implementation.

Staff Report

FATS, OILS, AND GREASES CONTROL PROGRAM PROPOSAL

April 15, 2014

BACKGROUND:

The City maintains over 200 miles of sanitary sewer lines that convey wastewater to the Water Pollution Control Facility (WPC) south of Ames. When fats, oils, and greases (FOG) are introduced into sewer lines, they can solidify and create blockages. This situation can be likened to a cholesterol blockage in a person's artery causing a heart attack. The result of a FOG blockage is typically a backup of untreated sewage into sewer customers' homes or establishments. These backups create cleanup costs for businesses and residents, and the blockage may affect multiple customers depending on its location.

Fats, oils and greases cause challenges for City operations as well. The City spent \$22,200 this past year on routine and emergency cleaning of sanitary sewer mains. In 2011, City staff reported to the City Council that grease clogs caused 12 sanitary sewer backups in the year prior. Grease collected in mains can also detach and form "grease logs." These travel to the WPC plant and clog the bar screens that are designed to prevent debris from entering the plant, or plug the skimmer boxes and piping that remove floatable materials from the primary clarifiers. Two or three times per year the staff at the WPC facility will spend between four to eight hours to clear a grease blockage. On some occasions it has required more than 24 hours of effort to clear a grease blockage at the treatment plant.

Finally, FOG is an environmental and health concern. The sewer blockages it causes can allow untreated sewage to enter the storm water system and ultimately the local watershed. Additionally, if sewage backs up into a Food Service Establishment (FSE), the State health code requires the establishment to close until it has been thoroughly cleaned. The environmental concerns have led the EPA to impose its own control over the sewer programs in some communities without a FOG control program.

FOG AND FOOD SERVICE ESTABLISHMENTS (FSEs):

Food Service Establishments (FSEs) are the primary source of FOG. This is why the Uniform Plumbing Code requires installation of grease interceptors (grease traps) to reduce the possibility of FOG entering the sanitary sewer. FOG can come from food particles, oils, sugars, dairy products, and other solids.

Grease interceptors can be one of two primary types. **Gravity-flow grease interceptors** are larger, outdoor devices. They are typically installed underground and vary in size from 500 to 5,000 gallons, depending on the number of kitchen drains in the FSE. In this device, wastewater is slowed by compartments. Solids settle to the bottom and grease moves to the top, with a layer of clear water in between. The outlet pipe is situated to avoid allowing the solids or floating grease to escape.

Hydromechanical grease interceptors are typically indoor devices. These are much smaller than gravity-flow interceptors, and operate by introducing air to agitate the waste water. The water flows through baffles to separate the solids and greases from the water. Sometimes these units contain devices that scrape the grease into a separate container for disposal.

Grease interceptors of either type are not effective without routine maintenance and cleaning. The “fullness” of an interceptor is measured by taking the height of the trapped grease and solids and comparing that to the total depth of the unit. **If the level of grease and solids exceeds 25% of the total unit depth, the grease interceptor is full. Beyond that level, grease can begin to escape into the sanitary sewer.** While hydromechanical interceptors can be cleaned out by a FSE’s staff, gravity-flow interceptors are typically pumped out by contractors. **Cleaning and maintenance of interceptors is the key challenge, since the Plumbing Code specifies installation requirements, but not how to maintain them.**

The amount of FOG created by a FSE varies based on the quantity of food produced, food type, whether washable or disposable tableware is used, and kitchen management practices (e.g., scraping plates before washing them, use of sink screens, use of garbage disposals, use of hot versus cold water).

Several FSEs in the community add emulsifiers to their wastewater. This prevents grease from building up in the interceptors, but further study is needed to determine whether the grease re-hardens in sewer mains (pushing the problem downstream), or if certain additives are acceptable.

FOG collected from interceptors must be taken to the WPC Plant or to another facility for proper disposal. Although FOG is a problem at the front of the WPC facility, it can be disposed of in the plant’s digesters, where it generates methane to run the plant’s generators as it decomposes. Many grease contractors in Ames deliver the grease to the wastewater facility in Des Moines, since the disposal cost is lower. In Ames, improvements to the WPC grease handling station totaling \$300,000 are planned for FY 2016/17. These improvements could help make it more convenient and/or less costly for grease haulers to dispose of grease in Ames.

COMPARISON OF FOG CONTROL PROGRAMS:

Several communities within and outside of Iowa have FOG control programs. Highlights of some selected programs follow below:

Des Moines Wastewater Reclamation Authority: All commercial and institutional cooking establishments and some non-cooking FSEs must comply with FOG regulations. Interceptors must be cleaned at least every three months, unless a waiver is granted. If an FSE is new or has renovated, it must install a grease interceptor with a minimum size of 1,000 gallons. The interceptor must have a sampling manhole. Emulsifiers are prohibited. Discharge water may not exceed 400 milligrams per liter (mg/L) of FOG. FSEs must participate in special training if they want to clean their own interceptors. The WRA conducts unscheduled inspections to check that interceptors are less than 25% full and that maintenance records have been kept for the past three years. There is a \$50 inspection fee. Violations of the FOG rules can result in warnings, fines of \$100-200, civil penalties, a requirement to submit a compliance plan, and orders to pay for clean-ups resulting from sewer blockages. Non-compliance can result in an order to close the FSE.

Muscatine Water Pollution Control – All new FSEs must install grease interceptors, and existing FSEs must install interceptors if they are remodeling or if they discharge more than 100 mg/L of FOG. A Grease Discharge Permit is required for all FSEs. The permit application describes the FSE's activities, includes information regarding all chemicals on site, lists recent water bills, and includes a drawing of kitchen fixtures. The FSE must be inspected by the City before the annually renewable permit is issued. FSEs must consent to unannounced inspections (and re-inspections if a notice to correct is issued). During inspection, grease interceptors may not exceed 25% full, and written records of maintenance and cleaning must be presented for the past three years. Fees for the permit application are based on annual gross sales (\$50-\$225), and fees are in place for monitoring and re-inspections (\$150-\$500).

Cary, NC – FSEs are required to have a grease interceptor, and non-FSEs may be required to install interceptors. Interceptor design criteria are provided. Interceptors must be cleaned every 60 days unless a waiver is approved by the City. FSEs must provide a FOG program acknowledgement certificate and retain maintenance records for at least 3 years.

Duluth, MN – The FOG program was created as a result of a federal consent decree. The City requires an approved Best Management Practices (BMP) program and sets minimum standards for the BMPs. No garbage disposals are allowed in new FSE construction or renovations. Interceptors must be external and may not exceed 25% full. The City may charge FSEs for all clean up costs of a partial or full blockage, and can split costs between multiple FSEs. The City may require existing FSEs to install an interceptor if evidence exists indicating a FOG problem.

Harnett County, NC – Interceptors are required for all FSEs and any other establishment as deemed necessary by the utility. The pretreatment coordinator approves and inspects all interceptors, which must meet provided design requirements. Interceptors must be cleaned at least every 30 days. Additives are not permitted. FOG discharges must be below limits of 200 mg/L by EPA method 1664 or 150 mg/L by EPA method 413.

STAFF DISCUSSIONS WITH CITY COUNCIL, PUBLIC:

As a public outreach initiative to kick off local review of FOG, in October 2010 City staff held a discussion with local restaurant managers to outline the challenges caused by FOG and practices that could be employed by FSEs to reduce FOG discharges. In September 2011, a City Council workshop was held. At that workshop, staff outlined FOG programs in other communities and noted that after further discussions with FSEs took place, a draft program would be presented for the City Council to consider. At that time, both staff and the City Council expressed a desire to avoid implementing a one-size-fits-all approach.

After further research, in 2013 City staff met with grease-hauling contractors to discuss their experiences and how they could participate in a potential program. The haulers noted the challenges with disposal of grease at the Ames WPC facility. Later that year, a survey was sent to all 278 licensed FSEs in Ames. This provided feedback regarding existing practices, the equipment used by local restaurants to reduce FOG discharge, and maintenance procedures and costs.

The discussions with the City Council, restaurant operators, and grease haulers led City staff to identify key components of any FOG program proposal. These included:

- FSEs are major FOG producers, but all customers should be responsible
- FOG production varies among FSEs. FSEs that already do the right things should not be punished
- Keep burdens of recordkeeping and reports to a minimum
- Keep costs low
- Avoid adding City staff

PROPOSAL:

City staff proposes a two-pronged approach to address FOG. The first component would apply to all sewer customers. Currently, *Municipal Code* Section 28.306 (2) states: “No utility customer shall place, throw, dump, empty, or deposit into the municipal sewerage system [...] solid or viscous substances which may cause

obstruction to the flow in the sewer or other interference with the operation of the treatment facility.” Violation of this section is a municipal infraction of up to \$1,000 for the first and each subsequent offense.

Although this penalty seems substantial, it does not address the actual costs of the cleanup associated with a sanitary sewer overflow. City staff proposes that the penalty be modified to include the fine plus the actual cost of the City’s cleanup efforts if the sanitary sewer backs up. This would apply to all customers—including residential and commercial—who cause sanitary blockages by putting improper materials into the sewers. City staff should note that in many cases it is difficult to attribute a blockage to a single customer. In those instances, this provision could not likely be enforced. However, in some instances it can be determined that a blockage has been caused by a particular customer. It is believed by City staff that a higher potential for penalties may encourage customers to develop better procedures to avoid causing a blockage.

The second prong to the approach involves FSEs specifically. City staff proposes the creation of a new sewer rate class called a “Restaurant Rate.” This rate has not yet been determined, but would be higher than the normally applicable commercial rate. It would apply to any state-licensed FSE connected to the City’s sewer system. The rates would be applied on a six-month basis. FSEs could submit information to receive an exemption of their choice from the rate for the next six-month period. **Three exemptions** to this higher rate have been proposed by staff:

- 1. Records from the FSE indicating that the grease interceptor has been cleaned out by a grease hauler, that the interceptor was less than 25% full when it was cleaned out, and that the equipment was in good repair.** Interceptor cleanouts from an FSE during a reporting period must average less than 25% full, and no single instance may be more than 35% full. City staff would develop a reporting system that would allow the grease haulers to submit the documentation directly to the City, eliminating any extra steps from the FSE itself. This is similar to the Des Moines WRA reporting system, where the grease hauler completes the report. City staff discussed this with local grease haulers, and their response was positive to this proposal.
- 2. Results of a City-approved FOG test indicating that the FOG content of the FSE’s wastewater is less than a pre-established concentration. Staff believes 100 mg/L to be an appropriate concentration threshold, but would propose to review this threshold after the program has been in place for a period of time to determine whether it should be adjusted.** This would require the FSE to have a sampling port, which is currently not available at all FSEs. The City would provide a list of approved outside laboratories that could conduct the test, which costs approximately \$45. The test would be required during a time of day which coincides with the FSE’s peak operation.

- 3. Spot checks of compliance with kitchen best practices.** This option may be attractive for FSEs that maintain their own grease interceptors or have smaller operations. FSEs would routinely maintain a logbook of their interceptor maintenance, staff training, and measures taken to reduce or eliminate FOG discharge. When the review period approaches, City staff would request the logbook pages for a randomly selected period. If the logbook is complete, the exemption would be granted.

Also exempted would be any customer participating in the Non-Domestic Waste Pretreatment Program (NDWPP). This existing program is for customers who discharge wastewater that is not similar to domestic wastewater because it includes higher concentrations of certain compounds or pollutants. Through periodic sampling, program customers pay wastewater surcharges based on the cost to treat their sewage's content. **City staff proposes adding FOG as a measured criterion to the NDWPP.** Existing NDWPP customers such as Iowa State University and Danfoss, which operate FSEs, would then develop their own practices to control FOG. City staff believes this solution would be easier for those customers to incorporate into their existing wastewater treatment programs rather than attempting to test or keep records on several locations within that customer's internal wastewater system.

In order to verify submitted documents and attempt to troubleshoot areas where sewer line blockages continue to occur, the City would retain the power to inspect logbooks, service lines, and other equipment within FSEs on an as-needed basis. Under this proposal, City staff believes the program could be managed without adding additional staff.

In January 2014, City staff invited all licensed FSEs in Ames to attend a presentation outlining the above proposal. The response was largely positive, particularly with regard to having multiple methods of compliance. Those present also appreciated the concept of the grease haulers completing the paperwork and submitting it. Several suggestions from the sessions have been incorporated into the proposal to be implemented immediately, and suggestions which may be considered in the future are discussed below.

IMPLEMENTATION PROCESS AND FUTURE STEPS:

Because staff's proposal would implement a variety of limits that have not been in place before, City staff proposes that the first year of implementation should be a data collection period. No changes in fees or rates would be imposed during that period, but FSEs would be asked to provide the required documentation as if the program was in effect. This would allow City staff to adjust the proposed numerical

limits and costs to best match the goals of the program. It would also provide FSEs a year to understand the program.

Additionally, during the open forums, several suggestions were raised by FSE representatives that City staff believes would be worthwhile to pursue, but should wait until the program has been in place for at least two years. This included a suggestion to allow a compliance period of longer than six months for those customers who have a record of compliance. City staff would need to collect several years' worth of data before a recommendation could be developed regarding such an exemption.

During the first two years, City staff would also like to investigate the effect of using emulsifiers to the wastewater. Additionally, car wash operations must also be examined during this trial period. These have the capability to introduce large quantities of grit, oil, and other compounds that could be detrimental to the sewer system. City staff would need to further evaluate the best methods to control this source of FOG.

During the open forums, implementation of a grant program was suggested to help FSEs install more effective FOG control equipment. The City has used a similar program in the past to assist with costs of moving residential footing drain discharges out of sanitary sewers and into storm sewers. City staff would need to evaluate the costs of such a program and whether it may qualify for state or federal funding.

Finally, City staff would like to evaluate the fees for FOG disposal at the WPC facility. These fees are higher than neighboring wastewater facilities. In addition to the planned equipment modifications, staff could change the fees to make disposal of Ames FOG at WPC more economical for haulers, who could then pass the savings on to local FSEs. This would require further study.

COUNCIL ACTION FORM

SUBJECT: BULLETPROOF VEST PARTNERSHIP PROGRAM

BACKGROUND:

The Ames Police Department is again requesting permission to apply for funding from the Department of Justice, Office of Justice Programs, Bulletproof Vest Partnership (BVP) program, and to participate in the program should funds be awarded. This program provides funds to local law enforcement agencies to support the purchase of new and replacement bulletproof vests for individual officers. This protective device is critical to the safety of our police officers.

Bulletproof vests have a life cycle of approximately five years. The Police Department has a rotating schedule for replacement of vests for current officers. In addition, as new officers are added to the force, new vests must be purchased that are tailored to the individual officer. During 2014/15, the schedule calls for the acquisition or replacement of 12 vests.

The estimated cost for these vests is \$9,336. The grant requires local agencies to provide 50% of the cost; and, to the extent that federal funds are available, the BVP program will provide the other 50%. The 2014/15 Police budget was constructed with the expectation that we would apply for and receive a Bulletproof Vest Partnership grant so the Police Department's 50% share has already been budgeted as a commodities expense. The grant application is due by May 13, 2014.

ALTERNATIVES:

1. Approve the Police Department's application for and participation in the Department of Justice Office of Justice Programs Bulletproof Vest Partnership program.
2. Do not approve the Police Department's application for or participation in this grant program.

MANAGER'S RECOMMENDED ACTION:

Bulletproof vests are an indispensable piece of safety equipment for police officers. Historically the Police Department has successfully participated in this program with the U.S. Department of Justice to provide protection to our local officers. Participation in this program allows the City to provide the best product to our officers with half the cost paid by the Department of Justice.

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

To: Members of the City Council

From: Ann H. Campbell, Mayor

Date: April 18, 2014

Subject: Appointment of GSB ex officio Student Liaison

Alexandria Harvey, ex officio representative to the City Council, is graduating from Iowa State University and will no longer be serving in this capacity. Consequently, an appointment needs to be made to fill this vacancy.

I have been informed by the Government of the Student Body (GSB), that Lissandra Villa has been selected to serve as the City Council's ex officio representative. Therefore, I request that the Council appoint Ms. Villa, representing the Iowa State University GSB, as ex officio student liaison to the City Council.

AHC/jlr

COUNCIL ACTION FORM

SUBJECT: **APPOINTMENT OF ALTERNATE REPRESENTATIVE TO
CENTRAL IOWA REGIONAL HOUSING AUTHORITY BOARD**

BACKGROUND:

Back in March 2011, the City Council approved a 28-E intergovernmental agreement with Central Iowa Regional Housing Authority (CIRHA) to operate and administer the City's Section 8 Housing Choice Voucher Program within the Ames jurisdiction. As part of the 28-E agreement, the City Council authorized the Mayor to appoint a primary member and an alternate to represent the City on CIRHA's Board of Commissioners.

At the October 22, 2013 City Council meeting, the City Council approved the appointment of Vanessa Baker-Latimer, the City's Housing Coordinator, as the primary member to represent the City on CIRHA's Board of Commissioners. She replaced Judy Parks, who was Assistant City Attorney at the time. However, staff was working to identify another person to be the alternate member. Since the appointed member represents both Ames and Story County on CIRHA, staff contacted the Story County Board of Supervisors to gauge their interest in appointing an alternate. The Board of Supervisors approved Deb Schildroth, the County's Director of Community Services, as the alternate for the City Council's consideration.

To complete the appointment of Deb Schildroth as the alternate to represent the City on CIRHA's Board of Commissioners, staff is requesting that the Mayor be authorized to the submit her name to CIRHA.

ALTERNATIVES:


1. The City Council can confirm the appointment of Deb Schildroth as the alternate Board Member Representative to the CIRHA Board of Commissioners for Ames and Story County.
2. The City Council can approve some other individual as the alternate Board Member Representative to the CIRHA Board of Commissioners for Ames and Story County.

MANAGER'S RECOMMENDED ACTION:

This action will now provide for two individuals to represent Ames and Story County on the CIRHA Board.

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

To: Mayor and City Council

From: Roger Wisecup, CPA 
City Treasurer

Date: April 9, 2014

Subject: Investment Report for Quarter Ending March 31, 2014

Introduction

The purpose of this memorandum is to present a report summarizing the performance of the City of Ames investment portfolio for the quarter ending March 31, 2014.

Discussion

This report covers the period ending March 31, 2014 and presents a summary of the investments on hand at the end of March 2014. The investments are valued at amortized cost; this reflects the same basis that the assets are carried on the financial records of the City. All investments are in compliance with the current Investment Policy.

Comments

The Federal Reserve has continued to maintain its target rate for federal funds at zero to 0.25 percent. While the yield curve has a normal shape, rates are at historic lows. This means that future investments will continue to be made at low interest rates and future interest income will remain reduced. The current outlook has the Federal Reserve maintaining the target rate into 2015. Therefore, we will maintain our investment strategy, extending some investments maturities to the twelve months and longer range.

CITY OF AMES, IOWA

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

**FOR THE QUARTER ENDED MARCH 31, 2014
AND THE ACCUMULATED YEAR-TO-DATE**

DESCRIPTION	BOOK VALUE	MARKET VALUE	UN-REALIZED GAIN/(LOSS)
CERTIFICATES OF DEPOSIT	14,500,000	14,500,000	0
FEDERAL AGENCY DISCOUNTS	5,833,160	5,778,900	(54,260)
FEDERAL AGENCY SECURITIES	73,982,492	73,638,574	(343,918)
INVESTMENT POOLS			0
COMMERCIAL PAPER			0
PASS THRU SECURITIES PAC/CMO	6,211	6,322	111
MONEY FUND SAVINGS ACCOUNTS	23,362,437	23,362,437	0
CORPORATE BONDS			0
US TREASURY SECURITIES	4,944,107	4,936,904	(7,203)
INVESTMENTS	122,628,407	122,223,137	(405,270)
CASH ACCOUNTS	13,384,043	13,384,043	
TOTAL FUNDS AVAILABLE	136,012,450	135,607,180	(405,270)

ACCRUAL BASIS INVESTMENT EARNINGS	YR-TO-DATE
GROSS EARNINGS ON INVESTMENTS:	532,190
INTEREST EARNED ON CASH:	30,168
TOTAL INTEREST EARNED:	562,358

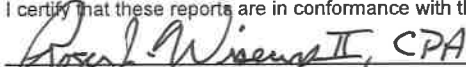


**Investments FY 2013-2014
Portfolio Management
Portfolio Summary
March 31, 2014**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit	14,500,000.00	14,500,000.00	14,500,000.00	11.82	972	206	0.939	0.952
Money Market	15,333,760.74	15,333,760.74	15,333,760.74	12.50	1	1	0.362	0.367
Passbook/Checking Accounts	8,028,675.97	8,028,675.97	8,028,675.97	6.55	1	1	0.247	0.250
Federal Agency Coupon Securities	73,669,000.00	73,638,574.10	73,982,492.00	60.33	1,245	840	0.647	0.656
Federal Agency Disc. -Amortizing	6,000,000.00	5,778,900.00	5,833,160.00	4.76	1,288	1,157	0.805	0.816
Treasury Coupon Securities	5,000,000.00	4,936,903.65	4,944,107.23	4.03	1,365	1,301	1.113	1.128
Pass Through Securities /PAC/CMO	5,958.89	6,322.21	6,210.83	0.01	1,804	172	2.181	2.212
Investments	122,537,395.60	122,223,136.67	122,628,406.77	100.00%	983	639	0.646	0.655

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	63,923.90	532,189.97
Average Daily Balance	120,172,902.34	
Effective Rate of Return	0.63%	

**US TREASURY CONSTANT MATURITY RATES
PERIOD ENDING MARCH 31, 2014
3 YEAR COMPARISON**

I certify that these reports are in conformance with the Iowa Public Investment Act.
 4-10-14
 Roger J. Wisecup II, City Treasurer

	March 31, 2014	March 31, 2013	March 31, 2012
3 Months	0.05%	0.08%	0.07%
6 Months	0.07%	0.11%	0.15%
1 Year	0.13%	0.14%	0.19%
2 Years	0.44%	0.25%	0.33%
3 Years	0.90%	0.37%	0.51%
5 Years	1.73%	0.78%	1.04%

Reporting period 03/01/2014-03/31/2014

Run Date: 04/07/2014 - 15:40

**Investments FY 2013-2014
Portfolio Management
Portfolio Details - Investments
March 31, 2014**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit												
144241705	144241705	Great Western Bank		10/01/2012	2,000,000.00	2,000,000.00	2,000,000.00	0.510	0.503	0.510	80	06/20/2014
144241707	144241707	Great Western Bank		10/01/2012	3,500,000.00	3,500,000.00	3,500,000.00	0.710	0.700	0.710	183	10/01/2014
SYS7809399202	7809399202	Wells Fargo		10/14/2011	4,500,000.00	4,500,000.00	4,500,000.00	1.064	1.049	1.064	61	06/01/2014
SYS7809399210	7809399210	Wells Fargo		10/14/2011	4,500,000.00	4,500,000.00	4,500,000.00	1.226	1.209	1.226	426	06/01/2015
Subtotal and Average			14,500,000.00		14,500,000.00	14,500,000.00	14,500,000.00		0.939	0.952	206	
Money Market												
12224067	12224067	Great Western Bank			6,013,476.43	6,013,476.43	6,013,476.43	0.300	0.296	0.300	1	
SYS4531558874A	4531558874A	Great Western Bank			4,110,175.05	4,110,175.05	4,110,175.05	0.550	0.542	0.550	1	
SYS4531558874B	4531558874B	Great Western Bank			5,210,109.26	5,210,109.26	5,210,109.26	0.300	0.296	0.300	1	
Subtotal and Average			15,332,622.66		15,333,760.74	15,333,760.74	15,333,760.74		0.362	0.367	1	
Passbook/Checking Accounts												
SYS6952311634A	6952311634A	Wells Fargo			4,014,521.29	4,014,521.29	4,014,521.29	0.250	0.247	0.250	1	
SYS6952311634B	6952311634B	Wells Fargo			4,014,154.68	4,014,154.68	4,014,154.68	0.250	0.247	0.250	1	
Subtotal and Average			8,028,377.97		8,028,675.97	8,028,675.97	8,028,675.97		0.247	0.250	1	
Federal Agency Coupon Securities												
3133EAWY0	0599-12	Federal Farm Credit		07/10/2012	1,000,000.00	994,190.00	1,000,000.00	1.040	1.026	1.040	1,196	07/10/2017
3133EAZK7	0600-12	Federal Farm Credit		07/25/2012	1,500,000.00	1,487,085.00	1,500,000.00	0.970	0.957	0.970	1,210	07/24/2017
3133EA3H9	0609-12	Federal Farm Credit		10/11/2012	1,000,000.00	999,970.00	1,000,000.00	0.470	0.464	0.470	650	01/11/2016
3133EA4G0	0610-12	Federal Farm Credit		10/11/2012	1,000,000.00	990,840.00	1,000,000.00	0.700	0.690	0.700	1,106	04/11/2017
3133EA4H8	0614-12	Federal Farm Credit		10/19/2012	1,500,000.00	1,480,665.00	1,500,000.00	0.820	0.809	0.820	1,197	07/11/2017
3133EA4H8	0617-12	Federal Farm Credit		11/16/2012	890,000.00	878,527.90	890,000.00	0.820	0.809	0.820	1,197	07/11/2017
3133ECAS3	0621-12	Federal Farm Credit		12/31/2012	1,000,000.00	999,400.00	999,693.97	0.450	0.459	0.466	720	03/21/2016
3133EC3B8	0631-13	Federal Farm Credit		04/15/2013	1,299,000.00	1,297,194.39	1,299,000.00	0.520	0.513	0.520	779	05/19/2016
3133ECQT4	0636-13	Federal Farm Credit		05/30/2013	2,000,000.00	1,974,360.00	2,000,000.00	0.750	0.740	0.750	1,155	05/30/2017
3133ECQF4	0637-13	Federal Farm Credit		05/28/2013	1,000,000.00	1,000,230.00	1,000,110.04	0.250	0.237	0.240	422	05/28/2015
31331SYW7	0642-13	Federal Farm Credit		05/30/2013	2,000,000.00	2,097,800.00	2,096,226.31	4.450	0.306	0.310	426	06/01/2015
3133EDEZ1	0653-14	Federal Farm Credit		02/12/2014	1,000,000.00	997,980.00	1,000,000.00	0.370	0.365	0.370	682	02/12/2016
3133EDFV9	0655-14	Federal Farm Credit		02/27/2014	1,000,000.00	998,460.00	1,000,000.00	0.240	0.237	0.240	605	11/27/2015
3133EDFV9	0658-14	Federal Farm Credit		03/05/2014	1,000,000.00	998,513.33	999,813.78	0.240	0.251	0.255	605	11/27/2015
313373EE8	0530-11	Federal Home Loan Bank		04/15/2011	3,500,000.00	3,507,420.00	3,500,251.47	1.420	1.356	1.375	59	05/30/2014
3133792M0	0594-12	Federal Home Loan Bank		04/17/2012	3,500,000.00	3,511,655.00	3,500,000.00	0.540	0.533	0.540	395	05/01/2015
313380Z26	0613-12A	Federal Home Loan Bank		10/24/2012	1,500,000.00	1,492,575.00	1,500,000.00	0.625	0.616	0.625	937	10/24/2016
313380Z26	0613-12B	Federal Home Loan Bank		10/24/2012	1,000,000.00	995,050.00	1,000,000.00	0.625	0.616	0.625	937	10/24/2016

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupon Securities												
313381AN5	0615-12	Federal Home Loan Bank		11/23/2012	1,500,000.00	1,483,740.00	1,500,000.00	0.800	0.789	0.800	1,148	05/23/2017
313382MC4	0628-13	Federal Home Loan Bank		04/15/2013	1,500,000.00	1,498,260.00	1,500,000.00	0.500	0.493	0.500	745	04/15/2016
313382TL7	0633-13	Federal Home Loan Bank		05/02/2013	2,250,000.00	2,246,715.00	2,250,312.92	0.500	0.487	0.493	762	05/02/2016
313379ER6	0640-13	Federal Home Loan Bank		05/30/2013	1,550,000.00	1,554,975.50	1,553,422.39	0.500	0.311	0.315	437	06/12/2015
313371PC4	0641-13	Federal Home Loan Bank		05/30/2013	1,500,000.00	1,507,515.00	1,506,411.41	0.875	0.257	0.260	255	12/12/2014
313383V81	0647-13	Federal Home Loan Bank		10/29/2013	1,000,000.00	1,000,910.00	1,001,330.97	0.375	0.276	0.280	514	08/28/2015
313379XC8	0649-13	Federal Home Loan Bank		12/19/2013	1,000,000.00	1,003,535.83	1,003,368.09	0.510	0.242	0.245	420	05/26/2015
313383V81	0650-13	Federal Home Loan Bank		12/19/2013	1,000,000.00	1,000,910.00	1,001,394.46	0.375	0.272	0.276	514	08/28/2015
3130A0ZG8	0654-14	Federal Home Loan Bank		02/28/2014	1,500,000.00	1,493,520.00	1,499,636.46	0.810	0.807	0.818	1,064	02/28/2017
3130A0Z45	0657-14	Federal Home Loan Bank		03/05/2014	1,500,000.00	1,497,368.75	1,500,875.90	0.750	0.723	0.733	972	11/28/2016
3130A0PB0	0659-14	Federal Home Loan Bank		03/14/2014	1,000,000.00	999,480.00	1,000,743.70	0.400	0.381	0.387	668	01/29/2016
3134G3M23	0607-12	Federal Home Loan Mortgage Co.		09/28/2012	1,000,000.00	993,600.00	1,000,000.00	1.020	1.006	1.020	1,276	09/28/2017
3137EACT4	0612-12	Federal Home Loan Mortgage Co.		10/17/2012	4,500,000.00	4,689,270.00	4,691,012.40	2.500	0.503	0.510	787	05/27/2016
3134G33R9	0626-13	Federal Home Loan Mortgage Co.		03/20/2013	1,500,000.00	1,502,670.00	1,500,000.00	0.450	0.444	0.450	654	01/15/2016
3134G4QT8	0652-14	Federal Home Loan Mortgage Co.		01/30/2014	1,180,000.00	1,174,990.90	1,180,012.59	0.375	0.391	0.396	632	12/24/2015
3134G4TQ1	0660-14	Federal Home Loan Mortgage Co.		03/14/2014	500,000.00	500,362.50	500,585.45	0.500	0.463	0.470	668	01/29/2016
3135G0KM4	0611-12	Federal Nat'l Mtg. Assoc.		10/17/2012	3,500,000.00	3,510,850.00	3,505,219.91	0.500	0.365	0.370	421	05/27/2015
3136G05X5	0616-12	Federal Nat'l Mtg. Assoc.		11/30/2012	2,000,000.00	1,974,360.00	2,000,000.00	0.750	0.740	0.750	1,155	05/30/2017
3136G07M7	0619-12	Federal Nat'l Mtg. Assoc.		11/27/2012	1,500,000.00	1,477,200.00	1,500,000.00	0.900	0.888	0.900	1,336	11/27/2017
3135G0TD5	0620-12A	Federal Nat'l Mtg. Assoc.		12/31/2012	1,500,000.00	1,479,360.00	1,500,000.00	1.000	0.986	1.000	1,367	12/28/2017
3135G0TD5	0620-12B	Federal Nat'l Mtg. Assoc.		12/31/2012	1,000,000.00	986,240.00	1,000,000.00	1.000	0.986	1.000	1,367	12/28/2017
3136G1BZ1	0625-13	Federal Nat'l Mtg. Assoc.		03/08/2013	1,000,000.00	996,430.00	999,608.68	0.625	0.602	0.610	1,400	01/30/2018
3136G1BU2	0629-13	Federal Nat'l Mtg. Assoc.		04/05/2013	2,000,000.00	1,966,060.00	2,001,958.97	0.850	0.811	0.822	1,308	10/30/2017
3136G1E96	0632-13	Federal Nat'l Mtg. Assoc.		04/15/2013	3,000,000.00	2,976,210.00	3,004,690.21	0.900	0.893	0.906	1,151	05/26/2017
3136G1KG3	0634-13	Federal Nat'l Mtg. Assoc.		05/08/2013	3,000,000.00	2,965,650.00	3,000,000.00	0.750	0.740	0.750	1,133	05/08/2017
3135G0WU3	0635-13A	Federal Nat'l Mtg. Assoc.		05/15/2013	1,500,000.00	1,482,165.00	1,500,000.00	0.750	0.740	0.750	1,140	05/15/2017
3135G0WU3	0635-13B	Federal Nat'l Mtg. Assoc.		05/15/2013	1,000,000.00	988,110.00	1,000,000.00	0.750	0.740	0.750	1,140	05/15/2017
3136G1WT2	0648-13	Federal Nat'l Mtg. Assoc.		11/21/2013	1,000,000.00	999,190.00	999,912.04	0.800	0.792	0.803	965	11/21/2016
3136G0C58	0656-14	Federal Nat'l Mtg. Assoc.		03/05/2014	1,000,000.00	987,010.00	996,899.88	1.375	1.427	1.447	1,640	09/27/2018
Subtotal and Average			74,428,561.79		73,669,000.00	73,638,574.10	73,982,492.00		0.647	0.656	840	
Federal Agency Disc. -Amortizing												
31359MEL3	0630-13	Federal Nat'l Mtg. Assoc.		04/10/2013	2,000,000.00	1,926,300.00	1,946,960.00	0.631	0.641	0.650	1,157	06/01/2017
31359MEL3	0661-14	Federal Nat'l Mtg. Assoc.		03/14/2014	4,000,000.00	3,852,600.00	3,886,200.00	0.872	0.888	0.900	1,157	06/01/2017
Subtotal and Average			4,203,463.23		6,000,000.00	5,778,900.00	5,833,160.00		0.805	0.816	1,157	

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Treasury Coupon Securities												
912828SY7	0651-13	U.S. Treasury		12/23/2013	3,000,000.00	2,966,744.75	2,973,551.28	0.625	0.909	0.921	1,156	05/31/2017
912828VE7	0662-14	U.S. Treasury		03/21/2014	2,000,000.00	1,970,158.90	1,970,555.95	1.000	1.421	1.441	1,521	05/31/2018
Subtotal and Average			3,672,380.79		5,000,000.00	4,936,903.65	4,944,107.23		1.113	1.128	1,301	
Pass Through Securities /PAC/CMO												
31371LWK1	0465-09	Federal Nat'l Mtg. Assoc.		10/08/2009	3,797.33	4,032.69	3,968.21	4.500	2.252	2.284	183	10/01/2014
31371LVX4	0466-09	Federal Nat'l Mtg. Assoc.		10/19/2009	2,161.56	2,289.52	2,242.62	4.000	2.056	2.084	153	09/01/2014
Subtotal and Average			7,495.91		5,958.89	6,322.21	6,210.83		2.181	2.212	172	
Total and Average			120,172,902.34		122,537,395.60	122,223,136.67	122,628,406.77		0.646	0.655	639	

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Certificates of Deposit												
144241705	144241705	GWB	2,000,000.00	0.510	06/20/2014	10/01/2012	0.503	0.510	06/20 - At Maturity		2,000,000.00	2,000,000.00
144241707	144241707	GWB	3,500,000.00	0.710	10/01/2014	10/01/2012	0.700	0.710	10/01 - At Maturity		3,500,000.00	3,500,000.00
SYS7809399202	7809399202	WF	4,500,000.00	1.064	06/01/2014	10/14/2011	1.049	1.064	06/01 - At Maturity		4,500,000.00	4,500,000.00
SYS7809399210	7809399210	WF	4,500,000.00	1.226	06/01/2015	10/14/2011	1.209	1.226	06/01 - At Maturity		4,500,000.00	4,500,000.00
Certificates of Deposit Totals			14,500,000.00				0.939	0.952		0.00	14,500,000.00	14,500,000.00
Money Market												
12224067	12224067	GWB	6,013,476.43	0.300			0.296	0.300	06/01 - Monthly		6,013,476.43	6,013,476.43
SYS4531558874A	4531558874A	GWB	4,110,175.05	0.550			0.542	0.550	07/01 - Monthly		4,110,175.05	4,110,175.05
SYS4531558874B	4531558874B	GWB	5,210,109.26	0.300			0.296	0.300	07/01 - Monthly		5,210,109.26	5,210,109.26
Money Market Totals			15,333,760.74				0.362	0.367		0.00	15,333,760.74	15,333,760.74
Passbook/Checking Accounts												
SYS6952311634A	6952311634A	WF	4,014,521.29	0.250			0.247	0.250	10/31 - Monthly		4,014,521.29	4,014,521.29
SYS6952311634B	6952311634B	WF	4,014,154.68	0.250			0.247	0.250	10/31 - Monthly		4,014,154.68	4,014,154.68
Passbook/Checking Accounts Totals			8,028,675.97				0.247	0.250		0.00	8,028,675.97	8,028,675.97
Federal Agency Coupon Securities												
3133EAWY0	0599-12	FFCB	1,000,000.00	1.040	07/10/2017	07/10/2012	1.026	1.040	01/10 - 07/10		1,000,000.00	1,000,000.00
3133EAZK7	0600-12	FFCB	1,500,000.00	0.970	07/24/2017	07/25/2012	0.957	0.970	01/24 - 07/24	Received	1,500,000.00	1,500,000.00
3133EA3H9	0609-12	FFCB	1,000,000.00	0.470	01/11/2016	10/11/2012	0.464	0.470	01/11 - 07/11		1,000,000.00	1,000,000.00
3133EA4G0	0610-12	FFCB	1,000,000.00	0.700	04/11/2017	10/11/2012	0.690	0.700	04/11 - 10/11		1,000,000.00	1,000,000.00
3133EA4H8	0614-12	FFCB	1,500,000.00	0.820	07/11/2017	10/19/2012	0.809	0.820	01/11 - 07/11	Received	1,500,000.00	1,500,000.00
3133EA4H8	0617-12	FFCB	890,000.00	0.820	07/11/2017	11/16/2012	0.809	0.820	01/11 - 07/11	Received	890,000.00	890,000.00
3133ECAS3	0621-12	FFCB	1,000,000.00	0.450	03/21/2016	12/31/2012	0.459	0.466	03/21 - 09/21	Received	999,500.00	999,693.97
3133EC3B8	0631-13	FFCB	1,299,000.00	0.520	05/19/2016	04/15/2013	0.513	0.520	05/19 - 11/19	Received	1,299,000.00	1,299,000.00
3133ECQT4	0636-13	FFCB	2,000,000.00	0.750	05/30/2017	05/30/2013	0.740	0.750	11/30 - 05/30		2,000,000.00	2,000,000.00
3133ECQF4	0637-13	FFCB	1,000,000.00	0.250	05/28/2015	05/28/2013	0.237	0.240	11/28 - 05/28		1,000,190.00	1,000,110.04
31331SYW7	0642-13	FFCB	2,000,000.00	4.450	06/01/2015	05/30/2013	0.306	0.310	06/01 - 12/01	Received	2,165,188.50	2,096,226.31
3133EDEZ1	0653-14	FFCB	1,000,000.00	0.370	02/12/2016	02/12/2014	0.365	0.370	08/12 - 02/12		1,000,000.00	1,000,000.00
3133EDFV9	0655-14	FFCB	1,000,000.00	0.240	11/27/2015	02/27/2014	0.237	0.240	05/27 - 11/27		1,000,000.00	1,000,000.00
3133EDFV9	0658-14	FFCB	1,000,000.00	0.240	11/27/2015	03/05/2014	0.251	0.255	05/27 - 11/27	53.33	999,750.00	999,813.78
313373EE8	0530-11	FHLB	3,500,000.00	1.420	05/30/2014	04/15/2011	1.356	1.375	05/30 - 11/30	Received	3,504,795.00	3,500,251.47
3133792M0	0594-12	FHLB	3,500,000.00	0.540	05/01/2015	04/17/2012	0.533	0.540	05/01 - 11/01		3,500,000.00	3,500,000.00
313380Z26	0613-12A	FHLB	1,500,000.00	0.625	10/24/2016	10/24/2012	0.616	0.625	04/24 - 10/24		1,500,000.00	1,500,000.00

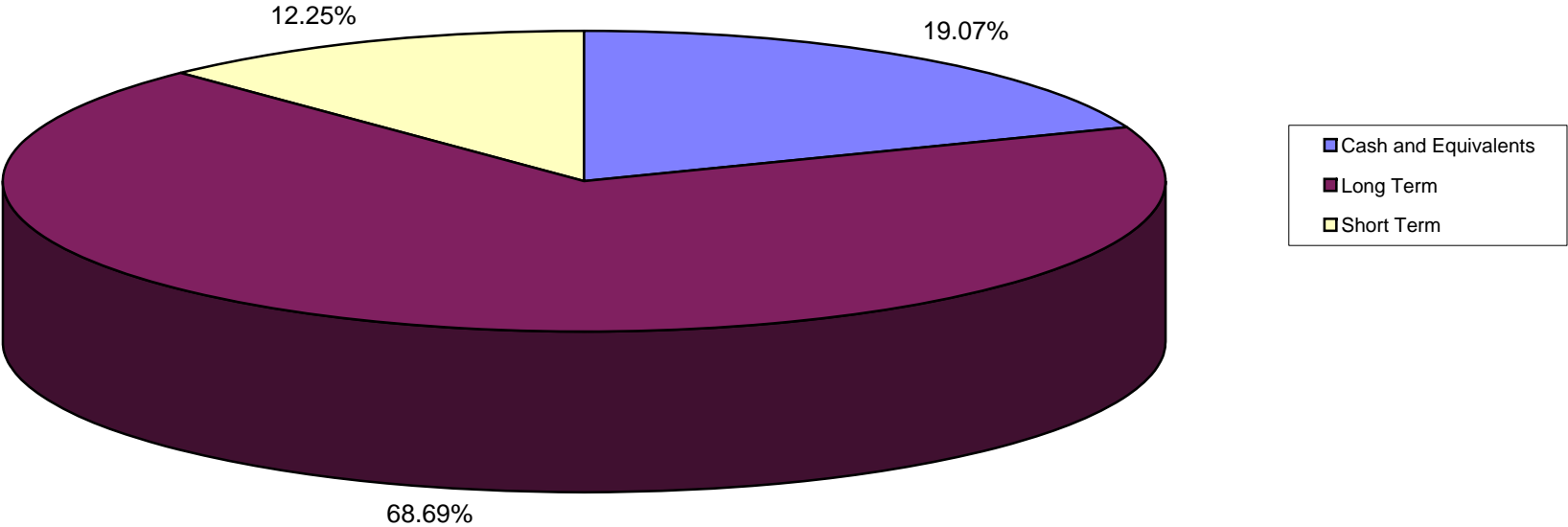
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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Coupon Securities												
313380Z26	0613-12B	FHLB	1,000,000.00	0.625	10/24/2016	10/24/2012	0.616	0.625	04/24 - 10/24		1,000,000.00	1,000,000.00
313381AN5	0615-12	FHLB	1,500,000.00	0.800	05/23/2017	11/23/2012	0.789	0.800	05/23 - 11/23		1,500,000.00	1,500,000.00
313382MC4	0628-13	FHLB	1,500,000.00	0.500	04/15/2016	04/15/2013	0.493	0.500	10/15 - 04/15		1,500,000.00	1,500,000.00
313382TL7	0633-13	FHLB	2,250,000.00	0.500	05/02/2016	05/02/2013	0.487	0.493	11/02 - 05/02		2,250,450.00	2,250,312.92
313379ER6	0640-13	FHLB	1,550,000.00	0.500	06/12/2015	05/30/2013	0.311	0.315	06/12 - 12/12	Received	1,555,812.50	1,553,422.39
313371PC4	0641-13	FHLB	1,500,000.00	0.875	12/12/2014	05/30/2013	0.257	0.260	06/12 - 12/12	Received	1,514,100.00	1,506,411.41
313383V81	0647-13	FHLB	1,000,000.00	0.375	08/28/2015	10/29/2013	0.276	0.280	02/28 - 08/28	Received	1,001,730.00	1,001,330.97
313379XC8	0649-13	FHLB	1,000,000.00	0.510	05/26/2015	12/19/2013	0.242	0.245	05/26 - 11/26	325.83	1,003,790.00	1,003,368.09
313383V81	0650-13	FHLB	1,000,000.00	0.375	08/28/2015	12/19/2013	0.272	0.276	02/28 - 08/28	Received	1,001,675.00	1,001,394.46
3130A0ZG8	0654-14	FHLB	1,500,000.00	0.810	02/28/2017	02/28/2014	0.807	0.818	08/28 - 02/28		1,499,625.00	1,499,636.46
3130A0Z45	0657-14	FHLB	1,500,000.00	0.750	11/28/2016	03/05/2014	0.723	0.733	05/28 - 11/28	218.75	1,500,675.00	1,500,875.90
3130A0PB0	0659-14	FHLB	1,000,000.00	0.400	01/29/2016	03/14/2014	0.381	0.387	07/29 - 01/29	500.00	1,000,250.00	1,000,743.70
3134G3M23	0607-12	FHLMC	1,000,000.00	1.020	09/28/2017	09/28/2012	1.006	1.020	03/28 - 09/28		1,000,000.00	1,000,000.00
3137EACT4	0612-12	FHLMC	4,500,000.00	2.500	05/27/2016	10/17/2012	0.503	0.510	11/27 - 05/27	Received	4,819,995.00	4,691,012.40
3134G33R9	0626-13	FHLMC	1,500,000.00	0.450	01/15/2016	03/20/2013	0.444	0.450	07/15 - 01/15	Received	1,500,000.00	1,500,000.00
3134G4QT8	0652-14	FHLMC	1,180,000.00	0.375	12/24/2015	01/30/2014	0.391	0.396	06/24 - 12/24	442.50	1,179,528.00	1,180,012.59
3134G4TQ1	0660-14	FHLMC	500,000.00	0.500	01/29/2016	03/14/2014	0.463	0.470	07/29 - 01/29	312.50	500,280.00	500,585.45
3135G0KM4	0611-12	FNMA	3,500,000.00	0.500	05/27/2015	10/17/2012	0.365	0.370	11/27 - 05/27	Received	3,511,795.00	3,505,219.91
3136G05X5	0616-12	FNMA	2,000,000.00	0.750	05/30/2017	11/30/2012	0.740	0.750	05/30 - 11/30		2,000,000.00	2,000,000.00
3136G07M7	0619-12	FNMA	1,500,000.00	0.900	11/27/2017	11/27/2012	0.888	0.900	05/27 - 11/27		1,500,000.00	1,500,000.00
3135G0TD5	0620-12A	FNMA	1,500,000.00	1.000	12/28/2017	12/31/2012	0.986	1.000	06/28 - 12/28		1,500,000.00	1,500,000.00
3135G0TD5	0620-12B	FNMA	1,000,000.00	1.000	12/28/2017	12/31/2012	0.986	1.000	06/28 - 12/28		1,000,000.00	1,000,000.00
3136G1BZ1	0625-13	FNMA	1,000,000.00	0.625	01/30/2018	03/08/2013	0.602	0.610	07/30 - 01/30	Received	999,500.00	999,608.68
3136G1BU2	0629-13	FNMA	2,000,000.00	0.850	10/30/2017	04/05/2013	0.811	0.822	04/30 - 10/30	Received	2,002,500.00	2,001,958.97
3136G1E96	0632-13	FNMA	3,000,000.00	0.900	05/26/2017	04/15/2013	0.893	0.906	08/26 - 02/26	Received	3,006,120.00	3,004,690.21
3136G1KG3	0634-13	FNMA	3,000,000.00	0.750	05/08/2017	05/08/2013	0.740	0.750	11/08 - 05/08		3,000,000.00	3,000,000.00
3135G0WU3	0635-13A	FNMA	1,500,000.00	0.750	05/15/2017	05/15/2013	0.740	0.750	11/15 - 05/15		1,500,000.00	1,500,000.00
3135G0WU3	0635-13B	FNMA	1,000,000.00	0.750	05/15/2017	05/15/2013	0.740	0.750	11/15 - 05/15		1,000,000.00	1,000,000.00
3136G1WT2	0648-13	FNMA	1,000,000.00	0.800	11/21/2016	11/21/2013	0.792	0.803	05/21 - 11/21		999,900.00	999,912.04
3136G0C58	0656-14	FNMA	1,000,000.00	1.375	09/27/2018	03/05/2014	1.427	1.447	03/27 - 09/27	Received	996,850.00	996,899.88
Federal Agency Coupon Securities Totals			73,669,000.00				0.647	0.656		1,852.91	74,202,999.00	73,982,492.00
Federal Agency Disc. -Amortizing												
31359MEL3	0630-13	FNMA	2,000,000.00	0.631	06/01/2017	04/10/2013	0.641	0.650	/ - Final Pmt.		1,946,960.00	1,946,960.00
31359MEL3	0661-14	FNMA	4,000,000.00	0.872	06/01/2017	03/14/2014	0.888	0.900	/ - Final Pmt.		3,886,200.00	3,886,200.00

**Investments FY 2013-2014
Portfolio Management
Investment Status Report - Investments
March 31, 2014**

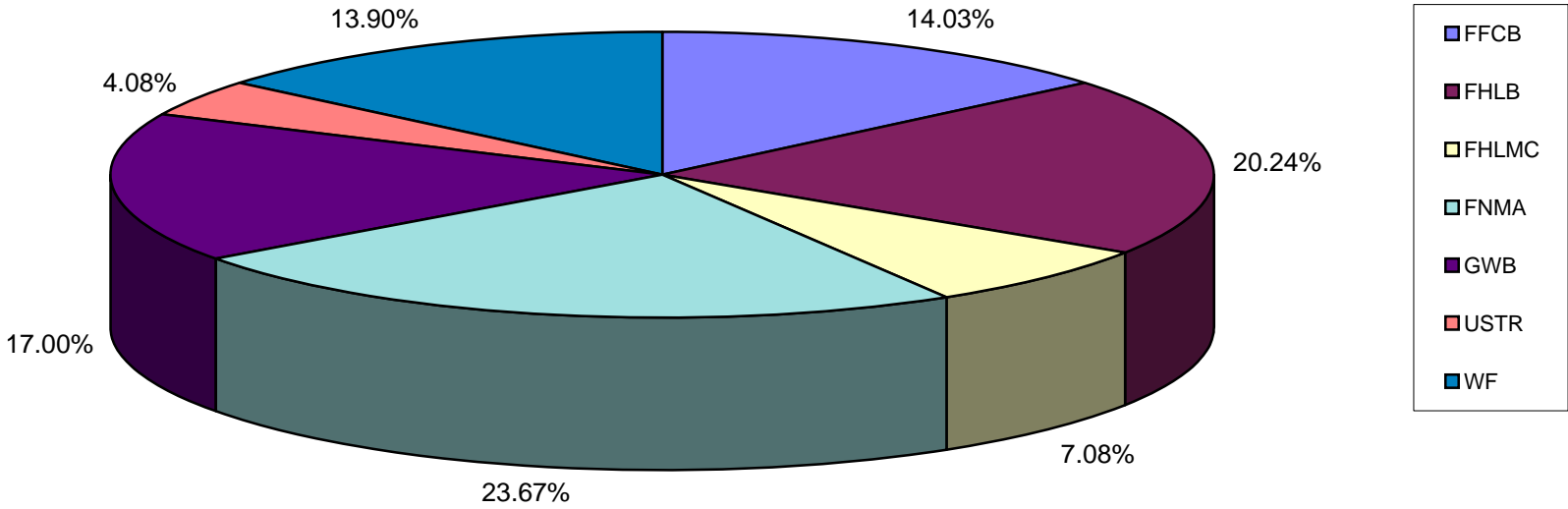
CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Disc. -Amortizing Totals			6,000,000.00				0.805	0.816		0.00	5,833,160.00	5,833,160.00
Treasury Coupon Securities												
912828SY7	0651-13	US TRE	3,000,000.00	0.625	05/31/2017	12/23/2013	0.909	0.921	05/31 - 11/30	1,184.75	2,970,000.00	2,973,551.28
912828VE7	0662-14	US TRE	2,000,000.00	1.000	05/31/2018	03/21/2014	1.421	1.441	05/31 - 11/30	6,098.90	1,964,200.00	1,970,555.95
Treasury Coupon Securities Totals			5,000,000.00				1.113	1.128		7,283.65	4,934,200.00	4,944,107.23
Pass Through Securities /PAC/CMO												
31371LWK1	0465-09	FNMA	3,797.33	4.500	10/01/2014	10/08/2009	2.252	2.284	11/25 - Monthly	Received	3,968.21	3,968.21
31371LVX4	0466-09	FNMA	2,161.56	4.000	09/01/2014	10/19/2009	2.056	2.084	11/25 - Monthly	Received	2,242.62	2,242.62
Pass Through Securities /PAC/CMO Totals			5,958.89				2.181	2.212		0.00	6,210.83	6,210.83
Investment Totals			122,537,395.60				0.646	0.655		9,136.56	122,839,006.54	122,628,406.77

Portfolio by Asset Class



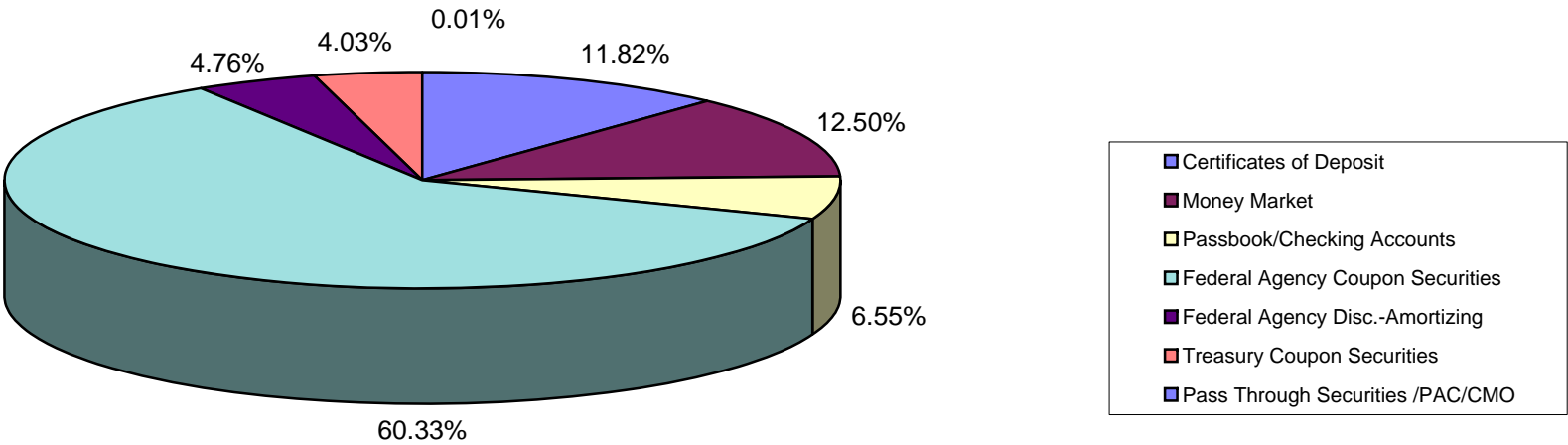
For Quarter Ending March 31, 2014

Par Value by Issuer Graph



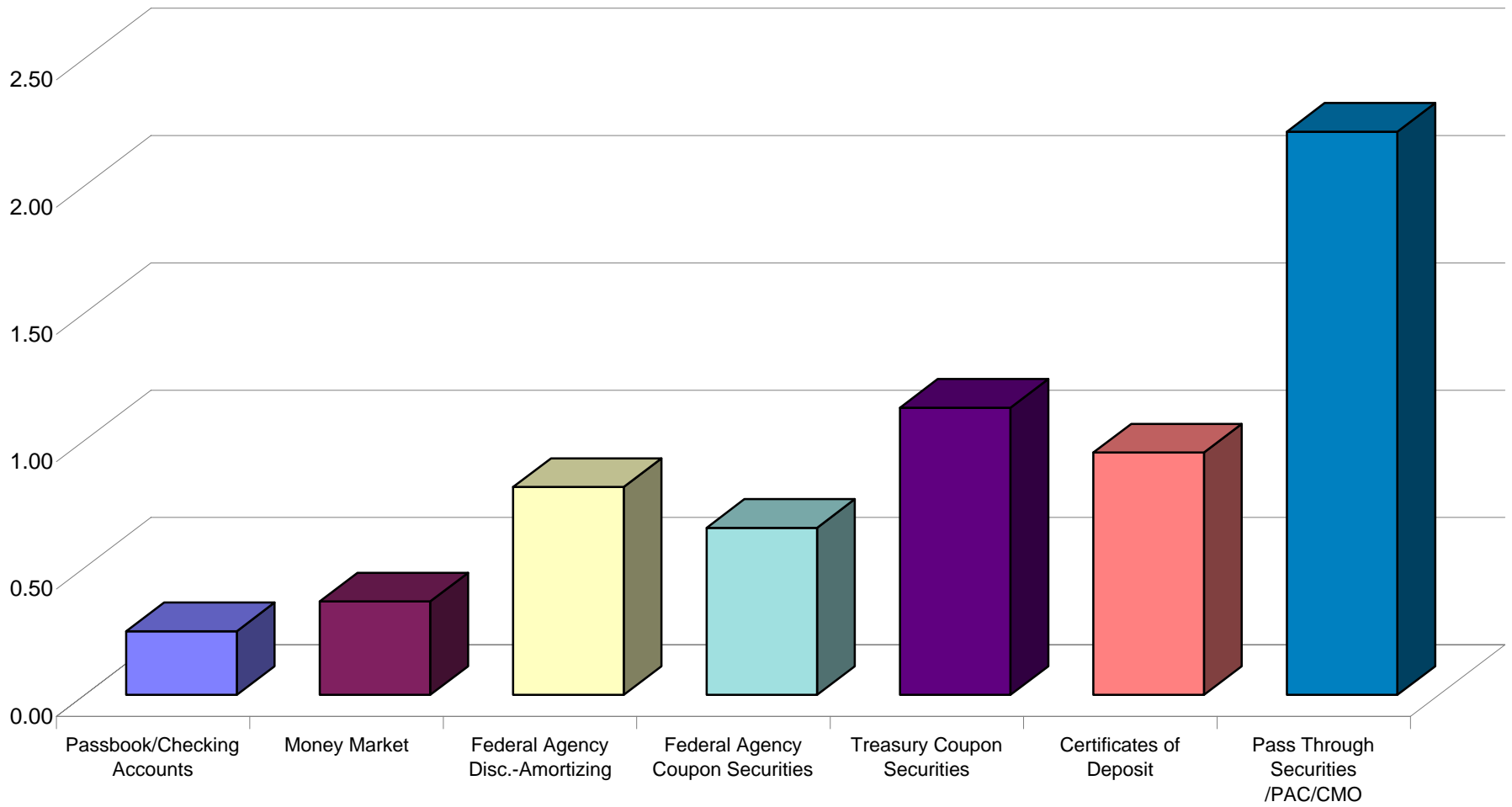
For Quarter Ending March 31, 2014

Book Value By Investment Type



For Quarter Ending March 31, 2014

Investment Yield by Type



For Quarter Ending March 31, 2014

COUNCIL ACTION FORM

SUBJECT: CITY COUNCIL GRANT PROGRAM - 2013/14 AND 2014/15 CONTRACTS

BACKGROUND:

During approval of FY 2013/14 Budget Amendments and adoption of the FY 2014/15 Budget, the City Council reviewed requests from local organizations through its City Council Grant Program. The City Council allocated Local Option Sales Tax funds for these organizations to provide facilities and services to the public. In total, \$20,000 was allocated for activities occurring in FY 2013/14 and \$147,000 was allocated for activities occurring in FY 2014/15.

The parties must enter into a contract (blank version attached) to confirm the manner in which allocated funding will be used. City staff has prepared the contracts, which have been signed by each organization and are now before the City Council for approval. For Ames 150th Celebration activities taking place in FY 2013/14, the following scope of services and amount has been prepared:

Ames 150th Celebration (Ames Foundation)		\$20,000
Funds provided shall be to secure a concert stage, associated equipment, and qualified equipment operators for a national performance act, which shall perform a concert open to the public during the downtown Fourth of July activities in Ames.		
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Stage equipment reserved	March 2014	\$20,000

The remaining contracts are for activities that will take place in FY 2014/15. Those organizations, scopes of services, and amounts are as follows:

Ames Economic Development Commission		\$7,500
Funding will be used to purchase one year's access to the Buxton SCOUT program. Reports from this program will be made available to representatives of prospective businesses, existing businesses, and others requesting retail analysis of the Ames area. The Provider shall send a report to the City in January 2015 and in July 2015 summarizing the use of the program.		
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Renew Buxton Subscription	July 2015	\$7,500

Ames Historical Society		\$24,000
<p>Funds awarded shall be used towards occupancy costs (including rent, utilities, insurance, phones and communication lines, and inspections) related to documenting and housing historical artifacts from and about the Ames community. Funds shall additionally be used for curatorial activities related to managing, cataloging, storing, rotating, and disposing of exhibits in the Provider's collection. The curatorial activities shall be conducted at a rate commensurate with 20 hours per week of work.</p>		
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
One quarter operating expenses	September 2014	\$6,000
One quarter operating expenses	December 2014	\$6,000
One quarter operating expenses	March 2015	\$6,000
One quarter operating expenses	June 2015	\$6,000

Ames International Partner Cities Association		\$5,000
<p>Funds provided shall be used to undertake such activities as will foster and promote friendly relations and mutual understanding between the people of Ames, Iowa and people of similar cities of other nations. These activities shall include the hosting of international delegations, the sending of delegation leaders, and the sending of youth delegation chaperones in sanctioned trips to the City's recognized partner cities. The Provider shall also act as a coordinating influence among those organizations, groups and individuals desiring to engage in activities furthering those objectives and purposes stated above.</p>		
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Hosting Expenses for JH Delegation	September 2014	\$2,400
Sending chaperones with school delegation	July 2014	\$2,100
Supplies and Equipment	June 2015	\$ 500

Ames 150th Celebration (Ames Foundation)		\$11,500
<p>Funds provided shall be used to support activities related to the Ames 150 on the 4th. These shall include securing a live music act, a stage and tent structure for a Chautauqua, and children's activities.</p>		
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Hosting Ames 150 on the 4 th activities	July 2014	\$11,500

Campustown Action Association (Ames Chamber of Commerce)		\$25,000
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Funds awarded shall be used to complete an information campaign regarding construction activities in the district, develop a summer series of family activities, assist the City with the implementation of a façade grant program, and create a Healthiest Ames campaign for Campustown. The Provider shall serve as a point of contact for coordinating events held in Campustown, regardless of whether the event is sponsored by the Provider or another entity.

<u>Task</u>	<u>Date</u>	<u>Amount</u>
Create construction information campaign	June 2015	\$6,250
Develop a summer series of family events	August 2014	\$6,250
Assist in developing a façade grant program	November 2014	\$6,250
Create Healthiest Ames initiative	March 2015	\$6,250

Homecoming Central Committee	\$1,000
-------------------------------------	----------------

Funds awarded shall be used towards costs associated with contracting for and/or providing for a pancake feed to be held as an alcohol-free activity during the late night hours of one night of Homecoming weekend 2014. In turn, patrons of the pancake feed will be charged lower prices than they would if expenses were not subsidized.

<u>Task</u>	<u>Date</u>	<u>Amount</u>
Host pancake feed	October 2014	\$1,000

Hunziker Youth Sports Complex	\$26,000
--------------------------------------	-----------------

Funds awarded shall be used towards operating expenses for facilities, including but not limited to utilities, communications, supplies, equipment, professional services, and maintenance. In turn, participants in sports programs will be charged lower participant fees than they would if operating expenses were not subsidized.

<u>Task</u>	<u>Date</u>	<u>Amount</u>
Provide and maintain turf playing surfaces	August 2015	\$19,000
Provide/maintain HYSC facilities (garbage, utilities, etc.)	August 2015	\$ 7,000

Main Street Cultural District	\$39,000
--------------------------------------	-----------------

\$5,000 of the funds provided shall be used towards permanent beautification activities in the downtown area; and \$27,000 shall be allocated to conduct Summer Sidewalk Sales, Foodies & Brew, Oktoberfest, Halloween Costume Ball, and Snow Magic. Provider has indicated that it intends to conduct Pub Crawl, Art Walk, and Music Walk, although no financial reimbursement is assigned to these activities.

In recognition of the Sesquicentennial Celebration, \$7,000 of the funds shall be used to conduct Fourth of July Parade and Festival activities in 2014 beyond what was conducted in 2013. Attachment A shall serve as a baseline of expenditures.

The Provider shall serve as a point of contact for coordinating events held in the Main

Street Cultural District, regardless of whether the event is sponsored by the Provider or another entity.

Drawdown Schedule:

<u>Task</u>	<u>Date</u>	<u>Amount</u>
Conducting Fourth of July activities beyond what was conducted in 2013	July 2014	\$ 7,000
Completing Beautification Projects	October 2014	\$ 5,000
Conducting Summer Sidewalk Sales, Foodies & Brew, Oktoberfest, Halloween Costume Ball, and Snow Magic	December 2014	\$27,000

ATTACHMENT A

Main Street Cultural District expenses for Fourth of July 2013 (excluding staff time expenses)

misc	\$364.66
Bill Riley	500.00
Grand Marshal	400.00
Sound	800.00
Fred Love	300.00
Alpha	703.13
Inflatables	963.00
Golf Car	254.40
Portable toilet	100.00
Radio	382.00
Flower	9.10
Shirts	788.00
ISU Spirit Squad	150.00
Décor/Banners	500.00
Garbage Rental	100.00
Garbage supplies	90.00
Extra Toilets	140.00
Rental Truck	250.00
Design	150.00
Water/Ice	100.00
Emcee	380.00
Total	\$7,424.29

The City Council has also allocated \$8,000 for VEISHEA, Inc. to conduct its midnight pancake feed during VEISHEA 2015. VEISHEA, Inc. has signed and returned its contracts per instructions. However, after the civil disturbance and the University's cancellation of the event during 2014, the future form of VEISHEA is unclear at this time. City staff believes it is prudent to wait for the University to determine what activities, if any, will be undertaken in 2015. After that time, the City and VEISHEA can determine the appropriate role for City funding. The \$8,000 will remain budgeted but with no contractual commitment until that role is determined.

ALTERNATIVES:

1. Approve the contracts for FY 2013/14 and FY 2014/15 with the organizations listed above, with the scopes of services and amounts as shown. Do not approve a contract with VEISHEA, Inc. at this time.
2. Modify the authorized amount or scope of services for one or more organization.
3. Do not approve these funding contracts.

MANAGER'S RECOMMENDED ACTION:

Many of these activities have been supported by Council over the past several years. Funding for these activities was included in the City Council's 2013/14 and 2014/15 Budgets.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the contracts for FY 2013/14 and FY 2014/15 with the organizations listed above, with the scopes of services and amounts as shown. Further, the City Council will not approve a contract with VEISHEA, Inc. at this time.

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into the ___ day of _____, 2014, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and _____ (a nonprofit entity organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations;

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 of Ames and its citizens certain services and facilities 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. For an amount not to exceed \$_____, the City agrees to purchase the Provider's services and facilities as generally described in the Provider's 2014/15 application. This description shall be made a part of this Agreement.

B. The Provider's application proposal is modified as described in the box below:

--

III METHOD OF PAYMENT

A. All payments to be made by the City of Ames pursuant to this Agreement shall be reimbursement for actual costs incurred by Provider in providing services required by Section II above. Any alternate payment arrangements must be approved by the City Council.

B. The City will disburse payment monthly on requisition of Provider.

C. 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.

D. The maximum total amount payable by the City of Ames under this agreement is detailed in the SCOPE OF SERVICES (Part II of this contract), and no greater amount shall be paid.

E. All unobligated amounts disbursed to the Provider shall be repaid to the City as of the effective date of termination of this agreement. The Provider shall repay to the City any disbursed funds for which documentation of actual expenses is not provided.

F. The Provider shall requisition for funds no more frequently than once per month. If Provider wishes to request disbursement of funds on other than a monthly basis, the Provider must submit a request in writing to be approved by the City Manager's Office. Failure to request reimbursement in a timely manner shall be grounds for termination of this agreement. In no case will a disbursement request be accepted for reimbursement after July 15th of the following fiscal year.

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 Provider by the City will be deposited by Provider in an account under the Provider's name. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.

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

D. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider 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 Provider will permit the City to audit, examine, and make excerpts or transcripts from such records.

G. The Provider must submit a final report to the City within thirty (30) days of the submission of the final requisition for reimbursement or the concluding date of this contract, whichever is earlier. The final report shall describe, at minimum, the services and facilities provided under the contract, an accounting of the number of individuals to whom services or facilities were provided, and any supporting documentation to substantiate these descriptions. Failure to submit a final report as required may result in any funds awarded to the Provider through subsequent contracts being held in sequestration until the final report is complete.

**V
DURATION**

This Agreement shall be in full force and effect from and after July 1, 2014, until June 30, 2015. The City Council may terminate this Agreement by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. From and after the effective date of termination, no further disbursement under this Agreement shall be made by the City. Any money disbursed to the Provider and unencumbered or unspent as of the effective date of termination, shall be repaid to the City.

**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 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

Organization Name

BY _____
Authorized Representative

COUNCIL ACTION FORM

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR ONGOING FLOOD WARNING SYSTEM

BACKGROUND:

Iowa Code Chapter 28E allows state and local governments to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to co-operate in other ways of mutual advantage. Following the floods of 1993, the City of Ames, Iowa State University, Iowa Department of Transportation, and Story County entered into a 28E intergovernmental agreement to establish a flood warning system in the area of Ames. The purpose of this system is to aid emergency response activities, and is not intended to serve as a public warning system in any way.

Through the agreement, the parties jointly funded the installation of four new river stage gauges and 10 new rainfall gauges in the watershed upstream of Ames. The 28E agreement also enables the parties to jointly contribute to the routine operation and maintenance of the system. This includes electricity, telephone expenses, and labor provided by the City of Ames to maintain the system. All costs are shared on the following percentage basis:

City of Ames	40%
ISU	40%
IDOT	10%
Story County	10%

None of the funding agencies allocate any of their administrative expenses to the system. The manipulation of the system during a flooding event is performed by staff of the City's Water and Pollution Control Department, and that time is not charged against the agreement.

The administrator of the 28E agreement is the Director of Water and Pollution Control. All procurements for goods and services are agreed to be conducted according to the City's purchasing policies.

The original agreement was signed in March 1994, and is used multiple times each year to provide significant advanced warning of any impending flood events, allowing for a more robust emergency response. The original agreement was for a period of 20 years and expired last month. Ames staff has made contact with their counterparts at the other funding agencies, and all parties have expressed a willingness at the staff level to renew the agreement for another 10 years. Staff is recommending that the City Council authorize execution of a renewal of the 28E agreement, subject to approval by the governing bodies of the other three funding partners.

ALTERNATIVES:

1. Approve the 28E Agreement for an Ongoing Flood Warning System, subject to the approval of the other parties to the agreement.
2. Do not authorize the renewal agreement. This would result in either the City funding 100% of the system from this point forward, or the elimination of the early flood warning system.

MANAGER'S RECOMMENDED ACTION:

The original 28E agreement has allowed a coordinated early warning response by the City, ISU, IDOT, and Story County for impending flood events. The agreement allows the four partners to jointly participate in the cost of the flood warning system and to benefit from the advance notice the system provides. The agreement recently expired, and staff at all four funding agencies are supportive of entering into a renewal of the 28E agreement for an additional ten years.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the renewal 28E agreement subject to the approval of the governing bodies of the other three funding partners.

**AGREEMENT FOR ONGOING
FLOOD WARNING SYSTEM**

This agreement, made and entered into, effective the ____ day of _____, 2014 by, between, and among **THE CITY OF AMES, IOWA** (City), **IOWA STATE UNIVERSITY (ISU)**, **STORY COUNTY** (County), and the **IOWA DEPARTMENT OF TRANSPORTATION (IDOT)** pursuant to the provisions of Chapter 28E, Code of Iowa,

WITNESSETH THAT:

Whereas in 1994 the aforementioned parties entered into a 28E agreement for the establishment of a Flood Warning System (System), and whereas the aforementioned parties hereto would each and all benefit from cooperation in continuing to operate and maintain such a system;

Now, therefore, the parties hereto agree as follows:

**I.
PURPOSE**

The purpose of this agreement is to cooperate in the ongoing operation and maintenance of apparatus that will provide a flood warning system in the area of Ames, Iowa. The system is to serve the interests of the parties and protection of their respective facilities and is not to be used as a public warning system. The parties do not undertake any duty to warn the public of impending flood. The parties do not warrant the accuracy, timeliness, or any other aspect of the information provided by the system; and the use of the information by any of the parties shall be at its own risk.

**II.
SCOPE OF ACTIVITIES**

- A. Four existing river stage gauges shall be maintained; two on Squaw Creek and two on the Skunk River, upstream from Ames, Iowa. Output from those gauges will be transmitted directly to the City's water treatment plant. Two sets of spare components will also be kept on-hand for maintenance purposes.
- B. The existing computer model of Squaw Creek and Skunk River will be maintained, and will, from time to time, be recalibrated and updated.
- C. Ten existing precipitation gauges shall be maintained at locations in the watershed appropriate to provide input data for the computer model. Output from these gauges will be transmitted directly to the City's water treatment plant. Two sets of spare components will also be kept on-hand for maintenance purposes.
- D. Computer hardware and software systems will be maintained and periodically replaced to interface with the stream and precipitation gauges and to run the computer model.
- E. USGS river gauge stations exist on Squaw Creek and Lincoln Way, on Skunk River north of Ames on Riverside Drive, and on Skunk River near Highway 30.

**III.
FINANCING**

- A. The parties agree to share the operation and maintenance costs for the Flood Warning System on the following percentage basis:
- | | |
|--------|-----|
| City | 40% |
| ISU | 40% |
| County | 10% |
| IDOT | 10% |
- B. The USGS covers 100% of the cost of the Skunk River gauge on Riverside Drive. The City of Ames pays 100% of the cost of the Skunk River gauge near Highway 30, of which 50% is then charged to the Flood Warning System. ISU pays 100% of the cost of the Squaw Creek gauge on Lincoln Way; 50% is then billed to the City, who then charges 25% of the total cost to the Flood Warning System.
- C. No depreciation funds will be set aside for future repairs or replacements. All costs will be charged to the System in the year they occur.
- D. The City will charge the System for the cost of its hourly employees who maintain the System. No time will be charged for technical or administrative staff time.
- E. The City will invoice each party on an annual basis for the estimated cost to operate and maintain the System during that year. A reconciliation of the actual cost will be made at the conclusion of the year and included in the invoice for the subsequent year.
- F. Any major or non-routine upgrades or modifications to the System will be agreed to among all parties before such upgrades or modifications are undertaken.
- G. In the event of the sale of property acquired hereunder, the proceeds of the sale shall be shared among the parties by way of the aforesaid percentages.

**IV.
ADMINISTRATION**

- A. The administrator for this cooperative effort shall be the Director of Water and Pollution Control for the City. All services and materials will be procured in accordance with the practice and procedures of the City.
- B. The ownership of property acquired hereunder shall be considered joint-ownership among the parties in percentages corresponding to the cost-sharing percentages stated in Section III.

**V.
MISCELLANEOUS**

- A. **DURATION.** This agreement and the cooperative effort for a Flood Warning System shall be in full force for ten years or until terminated by mutual agreement of all parties.

B. COUNTERPARTS. This agreement and the consents indicated below may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same agreement.

IN WITNESS THEREOF, the parties have caused this instrument to be signed by their authorized representatives.

CITY OF AMES, IOWA

STORY COUNTY, IOWA

Ann Campbell, Mayor

Diane Voss, City Clerk

IOWA STATE UNIVERSITY

IOWA DEPT. OF TRANSPORTATION

IOWA STATE BOARD OF REGENTS

COUNCIL ACTION FORM

SUBJECT: AUTOMATIC TRAFFIC RECORDER PURCHASE FROM SOLE SOURCE PROVIDER

BACKGROUND:

In the 2011/12 Capital Improvement Plan under the Traffic Signal Program, \$175,000 was identified from Road Use Tax for implementation of the initial phase of a city-wide traffic count program. This project will provide continuous annual traffic data collection using Wavetronix HD automatic traffic recorders (ATRs). These ATRs are radar based sensors that can collect bidirectional-multilane speed, volume, and vehicle classification data. The data will then be used to significantly improve several other critical business processes of the City, such as regional traffic modeling, traffic signal operations, safety performance, and pavement performance.

City staff worked with the Office of Systems Planning at the Iowa Department of Transportation to apply the State's criteria for selecting the number and location of ATRs within the Ames area. The ATRs will be located along Federal Aid roads (arterial and collector streets), and will be distributed spatially to ensure proper statistical sampling of the City's road network. The data from these ATRs will be used to annualize other spot counts and studies conducted throughout the City. The process of annualizing counts is done by applying adjustment factors by month based upon the yearly traffic activity totals collected from the ATRs.

It is staff's recommendation that the City utilize Wavetronix HD sensors for this purpose. These sensors were vetted by the Iowa DOT through multiple field tests of various manufacturers' products, and are currently in use across the State. This provides assurance that the City is investing in a proven product, as well as one that supports an ongoing partnership with the Iowa DOT for sharing traffic data. The price has previously been competitively established through the IDOT's purchasing policies.

Mid-American Signal (MAS) is the sole provider of Wavetronix products for the State of Iowa. The overall plan created with Iowa DOT staff has identified 38 total locations across the city. Since the current budget only provides for the purchase of 26 units, this leaves around 12 ATR locations to be installed at a future date under a second phase.

Based upon the power requirements at various locations, the project will need 17 stations at a cost of \$6,723.52 and nine stations at a cost of \$6,306.24, bringing the total estimated project cost to \$171,056. The remainder of the \$175,000 budget will be

used for miscellaneous mounting hardware, wiring, or other parts as needed during installation.

In order to move forward with acquiring the ATR equipment using the State's bid, the City Council must waive a portion of the City's Purchasing Policies under Section 6.06C: "Utilization of State of Iowa, General Services Administration (GSA), U.S. Communities, and Western States Contracting Alliance (WSCA) Contracts," which includes a \$25,000 limit. This purchase meets the definition of GSA pricing under similar state contracts; but since the cost exceeds the \$25,000 threshold, City Council approval is required.

This project will be a major step forward for the City taking a proactive approach to estimate and forecast system performance of the City's transportation system. It will not only help meet future Federal requirements, but will also provide valuable data for City decision making.

ALTERNATIVES:

1. a) Approve Mid-American Signal of Kansas City, Kansas, as the sole provider of Wavetronix equipment for Iowa,

b) Waive the \$25,000 limit under Section 6.06C of the City's Purchasing Policies, and

c) Approve the use of Iowa DOT pricing to purchase 26 Wavetronix ATRs in the estimated amount of \$171,056.
2. Reject the project.

MANAGER'S RECOMMENDED ACTION:

By approving this purchase, the City will be able to begin 24-hour a day traffic data collection across much of its transportation system. Data will be used to evaluate, trend, and predict travel demand during critical times of the year. As a university community, Ames experiences significant changes in traffic volumes throughout the year, as well as during various special events. Data collected from these count stations will be a vital tool in the planning and improvement of City services and facilities used by our citizens.

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

COUNCIL ACTION FORM

SUBJECT: **PURCHASE OF COMPUTERS AND NETWORK
INFRASTRUCTURE FOR THE LIBRARY**

BACKGROUND:

For many months, the Library's Network Services staff has been working on network infrastructure design and determining what equipment will be needed for the Library. The Library delayed purchasing new computers and network infrastructure until moving back into the building. They studied their technology needs and determined what products would provide efficient and effective customer service. The following items are being requested to support network infrastructure and organizational needs:

- 40 staff workstations, monitors and soundbars;
- 18 laptops;
- 9 all-in-one computers; and
- 2 graphic artist workstations;
- 2 servers; and
- 1 network firewall.

Dell Marketing LP, of Dallas, Texas, has been a frequent supplier of Library computer equipment under the Western States Contracting Alliance (WSCA) contract. Dell was, therefore, approached about the purchase of the equipment. Through the combined efforts of the Library's Network Services Supervisor and the City's Purchasing Manager, it was possible to secure pricing that is even lower than that which is offered through WSCA. This purchase would also benefit the Library by providing continuity in the manufacturer of their IT network and reduce the burden of coordinating different service contracts and provisions for this important equipment.

The City's Purchasing Policy allows departments to utilize certain government contracts, including WSCA, in lieu of soliciting written bids for the purchase of commodities and services costing less than \$25,000. Because the cost of this purchase will exceed \$50,000 the Library is now requesting that (1) the City Council waive the dollar threshold for cooperative agreements and (2) approve the purchase the staff computers and networking equipment from Dell Marketing LP in the amount of \$89,404.76.

The Library Board considered this request at its meeting on April 17, 2014 and is requesting that the City Council waive the dollar threshold for cooperative agreements and approve the purchase from Dell. The Library Renovation and Expansion Project had unspent and unencumbered funds available in the amount \$1,294,675.36 in the

bond proceeds as of April 9, 2014. Library staff needs to set up the network and staff computers ahead of transitioning into the new building later this summer.

ALTERNATIVES:

1. Waive the standard purchasing procedures and policies and approve the purchase staff computers and networking equipment from Dell Marketing LP for \$89,404.76 using Library Renovation and Expansion Project bond funds.
2. Do not waive the standard purchasing procedures and policies; instead, direct staff to solicit bids for the equipment needed now.

MANAGER'S RECOMMENDED ACTION:

The Purchasing Division reviewed the list of equipment required by the Library and determined that the items are available at or below government contract prices from Dell Marketing LP through the WSCA contract. The Purchasing Division is satisfied with the prices and if the total cost were \$25,000 or less, no bids would be required. By pursuing the recommended alternative it will be possible to secure pricing that is even lower than that which is offered through WSCA. This alternative will also benefit the Library by providing continuity in the manufacturer of their IT network and reducing the burden of coordinating different service contracts and provisions for this important equipment.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby waving the standard purchasing procedures and policies and approving the purchase of staff computers and networking equipment from Dell Marketing LP for \$89,404.76 using Library Renovation and Expansion Project bond funds.

COUNCIL ACTION FORM

SUBJECT: FLEET REPLACEMENT PROGRAM – PURCHASE OF RUBBER-TIRED WHEEL LOADER FOR RESOURCE RECOVERY PLANT

BACKGROUND:

One of the wheel loaders used at the City’s Resource Recovery Plant is scheduled for replacement in August 2014. Bids for a new wheel loader were solicited with a two year guaranteed buyback provision. The bids received were as follows:

Bidder	Machine	Base Bid	Year	Buy Back After 2 Years	Net Cost
Murphy	JD 624K	\$143,368	2014	\$ (105,000)	\$ 38,368
Ziegler	CAT 938K	Non-Qualifying Bid			

The lowest responsive bid was submitted by Murphy Tractor & Equipment for a John Deere 624K for \$143,368 with a net cost of \$38,368. **The bid submitted by Ziegler did not meet specifications; therefore, that bid could not be considered.** The John Deere 624K has a fuel consumption rate of 2.9 gallons per hour, and will burn an estimated 11,600 gallons of fuel over 2 years of service. The following chart includes fuel costs at an assumed \$3.40 per gallon:

Net Cost with Fuel Consumption				
Bidder	Machine	Net Cost	Fuel cost	Net Cost w/Fuel
Murphy	JD 624K	\$ 38,368	\$ 39,440	\$ 77,808

Resource Recovery has requested purchase of the following options for additional safety and an improved working environment for staff:

- Noise reduction package for cab - \$124
- Stick control steering versus steering wheel - \$2,486
- Cab air filtration package to reduce dust in the cab - \$472
- Larger fuel tank - \$79

The environment where this wheel loader operates at the Resource Recovery Plant is typically loud and dusty with low air quality. The operators of this machine use repetitive motion to steer this machine for several hours at a time. The stick control steering reduces fatigue and improves ergonomics for the operators.

Net Cost with Fuel and Purchase Options				
Bidder	Machine	Net Cost w/Fuel	Options	Net Cost w/ Fuel and Options
Murphy	JD 624K	\$77,808	\$ 3,161	\$ 80,969

The low bid that is being recommended for purchase includes the safety options and the 2 year buyback guarantee from Murphy Tractor & Equipment for the John Deere 624K model wheel loader in the amount of \$146,529, excluding buyback of the wheel loader being replaced.

Base Bid	\$143,368
Options	\$ 3,161
<u>Total Cost</u>	<u>\$146,368</u>
Buy Back	\$105,000
<u>Net Total</u>	<u>\$ 41,529</u>

The new wheel loader is anticipated to be delivered after August 1, 2014. Funds available for the replacement will be \$158,414 by that date.

ALTERNATIVES:

1. Award this contract, as the net evaluated low bid, to Murphy Tractor & Equipment, Altoona, IA, for one John Deere 624K wheel loader, with selected options for \$146,529, and approve the City's option to exercise the buy back guarantee of \$105,000 for the loader after 2 years.
2. Direct staff to analyze bids for other options.
3. Reject bids.

MANAGER'S RECOMMENDED ACTION:

The purchase of this equipment is crucial to the operations of the Resource Recovery Plant. The additional safety features will provide a better working environment for employees of the City.

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

COUNCIL ACTION FORM

SUBJECT: CONTRACT FOR RESOURCE RECOVERY PLANT HAULING TO THE BOONE COUNTY LANDFILL AND RELATED SERVICES

BACKGROUND:

This contract includes furnishing container services and hauling materials from the Resource Recovery Plant to the Boone County Landfill. Materials hauled under this contract are those that cannot be processed into fuel by the Resource Recovery Plant. The proposed fiscal year 2015 operating budget includes \$213,750 for this work.

The contract is based on a per-mile, per-ton bid amount, and a round trip distance of 36 miles per trip. There is a provision in the contract to allow longer hauls, up to 120 miles round trip, as well as a provision to cancel the contract if this type of service is no longer needed because of a change in disposal procedures.

The contract period is from July 1, 2014, through June 30, 2015, with four 12-month extension periods contingent upon approval by City Council. The bid price is adjustable for each extension period based on the diesel fuel price index as determined by the Iowa Department of Transportation (Iowa DOT). The adjustment will be calculated using the percent of the bid price the contractor indicated on their bid is based on fuel cost.

Bids were received at 2:00 p.m. on April 3, 2014, as follows:

BIDDER TON	PER MILE, PER TON BID AMOUNT	FUEL COST %	ROUND TRIP COST PER
Waste Management of Ames	\$.3941	10.0	\$14.19
Walters Sanitary Service, Inc., Boone, IA	.4500	9.0	16.20

Total cost of this contact is dependent on tonnage hauled. With the low bid of \$.3941/mile/ton at the standard round trip of 36 miles, this equates to approximately 15,000 tons of material to be hauled while staying within the budgeted amount of \$213,750. If tonnage exceeds this amount, the budget will need to be amended at the appropriate time.

ALTERNATIVES:

1. Award the contract for the FY2015 hauling and related services for the Resource Recovery Plant to Waste Management of Ames, Iowa, in the amount of \$.3941 per mile per ton, with four optional extension periods, contingent upon approval of funding by City Council. The bid price will be adjusted for the extension periods based on 10% of the bid amount based on fuel costs, and the diesel fuel price index as established by the Iowa DOT.

2. Reject the bids and attempt to obtain hauling and related services on an as-needed basis.

MANAGER'S RECOMMENDED ACTION:

Staff has analyzed the bids and determined that the lowest net evaluated bid came from Waste Management of Ames, Iowa. Landfill hauling and related services are an important part of the Resource Recovery Plant's operations, and the bidding process has identified the lowest evaluated price.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, awarding the contract for the FY2015 hauling and related services for the Resource Recovery Plant to Waste Management of Ames, Iowa, in the amount of \$.3941 per mile per ton.

COUNCIL ACTION FORM

SUBJECT: POWER PLANT CHANGE ORDER FOR HEAVY DUTY SPECIALIZED CLEANING SERVICES

BACKGROUND:

The City's 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 emergency service, as well as regularly scheduled planned repairs. The repair of the boilers on these generation units requires professional trade crafts such as boilermakers, steam/pipe fitters, and millwrights, to list a few.

The boiler units operate under environmental conditions with high heat and high pressure. Due to the operational conditions and fuel burned, the internal surfaces of the boilers are often covered with hardened ash, molten glass, and other substances, which coat the internal boiler tubes and boiler walls. Because of the conditions resulting from burning Refuse Derived Fuel (RDF), a reducing atmosphere exists in portions of the boiler and there are chlorides present from burning plastics. As a result, parts of the boiler units such as the superheat tubes and boiler wall tubes would eventually fail due to tube wasting.

When tube failures occur, the City contracts with private firms who have the expertise to perform the emergency repairs needed to bring the unit back into operation. Prior to the professional crafts entering the boilers to carry out inspections and repairs, the surfaces must be cleaned of ash coating and debris. This cleaning process requires high-pressure water washing, grit blasting, or use of explosives to loosen and remove the materials. After loosening or breaking up these substances, they are removed from the boiler using the sluice system or by large industrial vacuums.

On April 23, 2013, Council approved the contract renewal with W-S Industrial Services, Inc., Council Bluffs, Iowa, in an amount not to exceed \$151,000 for a number of "heavier duty" specialized cleaning services, including grit blasting, hydro blasting, detonation blasting, and vac truck services, for the one-year period from July 1, 2013, through June 30, 2014. Actual payments are based on time and material basis. Council should note that the City also has a contract for similar services with Bodine Services of Clinton for "lighter duty" cleaning services, which is also on this Council agenda for a change order.

Due to the need for additional services, on April 9th staff approved Change Order No. 1 in the amount of \$24,000 for additional funds to the current FY2013/14 contract.

The proposed change order would be Change Order No. 2. This change order will add an additional \$50,000 to the current contract for FY2013/14. This will bring the total contract amount to \$225,000. Staff has determined that recent outages on Unit #7 & #8 will exhaust the budgeted dollar amount prior to end of the fiscal year. Although there is no additional work scheduled at this time, having available funding authorization will allow staff to react quickly if the need arises. **The Council should understand the additional funds authorized in this change order will not be spent unless needed.**

The FY 2013/14 operating budget for Electric Production includes \$151,000 for boiler cleaning services to be performed under this contract. Funding to cover this change order will be transferred from another portion of the existing Unit 8 Boiler operating budget. **Payments will be calculated on unit prices bid and actual work performed, up to the available budget amount.**

ALTERNATIVES:

1. Approve contract Change Order No. 2 to W-S Industrial Services, Inc. in the amount of \$50,000. This will bring the total FY2013/14 contract limit to a not-to-exceed amount of \$225,000.
2. Reject contract Change Order No. 2 and allow the funds for these cleaning services to be exhausted prior to the end of the fiscal year.

MANAGER'S RECOMMENDED ACTION:

This change order is necessary to ensure a qualified professional firm will respond to both emergency and scheduled repairs resulting from equipment failures by having established billing rates. This contract allows the Power Plant 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: POWER PLANT CHANGE ORDER FOR LIGHTER DUTY SPECIALIZED CLEANING SERVICES

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 April 23, 2013, Council approved the contract renewal with Bodine Services of Clinton, LLC, Clinton, Iowa, in an amount not to exceed \$52,000 for a number of "lighter duty" specialized cleaning services, including wet/dry vacuum, hydroblast and related cleaning services, for the one-year period from July 1, 2013, through June 30, 2014. Actual payments are based on time and material basis. Council should note that the City also has a contract for similar services with W-S Industrial Services, Inc., for "heavier duty" cleaning services, which is also on this Council agenda for a change order.

Due to the need for additional services, on April 8th staff approved Change Order No. 1 in the amount of \$10,000 for additional funds to the current FY2013/14 contract.

The proposed change order will be Change Order No. 2. This change order will add an additional \$15,000 to the current contract for FY2013/14. This will bring the total contract amount to \$77,000. Staff has determined that recent outages on Unit #7 & #8 will exhaust the budgeted dollar amount prior to end of fiscal year. Although there is no additional work scheduled at this time, having available funds will allow staff to react quickly if the need

arises. **The Council should understand the additional funds authorized in this change order will not be spent unless needed.**

The FY 2013/14 operating budget for Electric Production includes \$52,000 for miscellaneous services to be performed under this contract. Funding to cover this change order will be transferred from another portion of the existing Unit 8 Boiler operating budget. **Payments will be calculated on unit prices bid and actual work performed, up to the available budget amount.**

ALTERNATIVES:

1. Approve contract Change Order No. 2 to Bodine Services of Clinton, LLC in the amount of \$15,000. This will bring the total FY2013/2014 contract limit to the not-to-exceed amount of \$77,000.
2. Reject contract Change Order No. 2 and allow the funds for these cleaning services to be exhausted.

MANAGER'S RECOMMENDED ACTION:

This change order is necessary to ensure a qualified professional firm will respond to both emergency and scheduled repairs resulting from equipment failures by having established billing rates. This contract allows the Power Plant 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: 2013/14 RESOURCE RECOVERY PRIMARY SHREDDER
REPLACEMENT (PHASE II)**

BACKGROUND:

On March 26, 2013, City Council approved plans and specifications for the replacement of the existing primary shredder and discharge conveyor, along with associated electrical and chute work. On April 18, 2013, one bid was received for the project. However, this bid was deemed non-responsive because a bid bond was not submitted with the proposal form as required.

The project was approved for rebid by the City Council on May 14, 2013. On June 11, 2013, City Council awarded this project to A-Lert Construction Services, Fredonia, Kansas, in the amount of \$1,310,100. Construction has been completed in accordance with the plans and specifications in the amount of \$1,310,100. Renewable Resource Consultants (RRC) of Maple Grove, Minnesota, completed engineering and construction administration in the amount of \$99,400, **bringing the total cost to \$1,409,500.**

This project was initially programmed in the 2013/14 Capital Improvements Plan (CIP) with funding in the amount of \$1,000,000 from Resource Recovery revenue abated General Obligation Bonds. On January 8, 2013, City Council also approved funding of \$130,000 from the Resource Recovery Fund for qualified engineering design services, bringing programmed funding to \$1,130,000.

In order to fund this project at the bid amount, additional funding was needed. This was identified from savings in previously approved capital improvement projects in the amount of \$287,370. With these additional cumulative savings, the **total available funding to complete this shredder replacement project was \$1,417,370.**

ALTERNATIVES:

1. Accept the 2013/14 Resource Recovery Primary Shredder Replacement (Phase II) as completed by A-Lert Construction Services, Fredonia, Kansas, in the amount of \$1,310,100.
2. Direct staff to pursue modifications to the project.

MANAGER'S RECOMMENDED ACTION:

This project was completed in accordance with the approved plans and specifications and is within the approved budget. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

COUNCIL ACTION FORM

SUBJECT: REQUEST TO INSTALL TEMPORARY ART PROJECT AND TO WAIVE METER FEES

BACKGROUND:

With the support of the Main Street Cultural District (MSCD) and The Loft, Ryan Francois, a student at Iowa State University, is requesting suspension of parking regulations and enforcement for parking space #44 on Kellogg Avenue for 9 hours a day from April 24-27, 2014, to install an interactive art project called "bloccupied." Bloccupied is a temporary installation of modular street furniture that will be displayed in the public parking stall. The purpose of the installation is to provide an interactive space for pedestrians in the Downtown area. The total potential maximum loss of revenue to the Parking Fund for this space is \$5.40 for 3 days.

Mr. Francois has met with Public Works Engineering staff to ensure compliance with necessary regulations pertaining to the ADA, storm water runoff and any other considerations to provide safety in the area during the demonstration. He will also meet with the Fire Department's Inspections Division to ensure that all other life safety codes are met with the project. Liability insurance has been purchased for the project and will be in place for the duration of the installation. Mr. Francois has recruited volunteers to monitor the space while it is displayed. Only the frame and base of the display will remain in the parking space for three nights; all other objects will be removed and redisplayed in the morning.

ALTERNATIVES:

1. The City Council can approve the placement of the art installation and the suspension of parking regulations and enforcement for parking space #44 on Kellogg Avenue.

Under this alternative the City must reserve the right to order the installation removed if deemed necessary by the City. This will be included in the Temporary Obstruction Permit issued by the City Clerk's Office.

2. The City Council can consider the placement of the project at a different location and/or on different dates.
3. The City Council can deny the placement of the project in parking space #44 on Kellogg Avenue.

MANAGER'S RECOMMENDED ACTION:

Mr. Francois and the Main Street Cultural District are excited to demonstrate this new concept in urban landscape design to the Downtown area.

As long as the City reserves the right under this authorization to have the project removed if deemed necessary, then it is the recommendation of the City Manager that the City Council adopt Alternative No. 1. This alternative also directs staff to suspend parking regulations and enforcement for parking space #44 on Kellogg Avenue from April 24 – 27, 2014.



April 18, 2014

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

Dear Mayor Campbell and City Council,

The Main Street Cultural District (MSCD) endorses and welcomes the Temporary Interactive Art Display called Bloccupied of April 24-27th that utilizes one parking space within the central business district of Ryan Francois. We recommend council approval be granted. We look forward to the interest and excitement this type of project will have and see the fun gathering space as an enhancement to pedestrian traffic in our district. Thank you for your continued support of downtown Ames.

Sincerely,

A handwritten signature in black ink that reads "Cari Hague".

Cari Hague
Executive Director

THE LOFT AMES

233 Main Street Ames, IA
www.theloftames.com

April 11, 2014

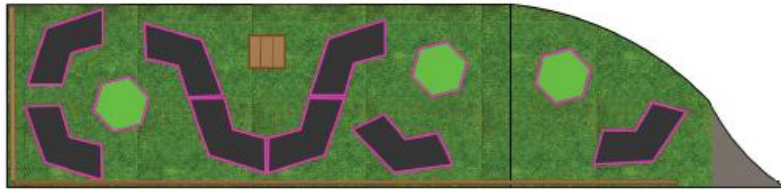
Mayor and City Council
City of Ames
515 Clark Ave
Ames, IA 50010

Dear Mayor Campbell and City Council,

The Loft at 233 Main Street would love to have the Bloccupied Project of Ryan Francois on the corner street of our building. I love this idea to bring more people downtown and have an activity for all ages. These kind of projects are what makes our downtown so special and a place people want to be. I recommend council approval be granted. It is wonderful to enhance our downtown with this type of venue. Thank you for your continued support of downtown Ames. If you have any further questions, please do not hesitate to contact me personally at 515.233.4901.

Sincerely,

Amy Abrams, owner
Duck Worth Wearing
and The Loft



+



+



+



bloccupied

april 24-27, 2014

bloccupied is a temporary installation of modular street furniture in a public parking spot
 why? to enhance the Ames community by utilizing urban space in an engaging and creative way, beautify the streetscape, and encourage pedestrian transportation



kellogg avenue & main street

furniture will be constructed from **recycled cardboard** and milk cartons, waterproofed with driveway sealant, and taped/painted

pedestrians will be encouraged to interact with the space by **modifying** its layout, **playing** jumbo jenga, and **drawing** on the furniture with chalk

handicap curb ramp provides access for all, cardboard fence delineates street for safety, and astroturf flooring adds vibrancy/texture

installation of **geometric mural** creates a more whimsical urban experience

entire installation is **lightweight & modular**, so it can be removed, stored, and reinstalled for various events in the Ames community

4-22-14

Applicant

Name of Applicant:	<u>Tumbling Dice, Inc.</u>		
Name of Business (DBA):	<u>Bar</u>		
Address of Premises:	<u>1930 E. 13th Street</u>		
City:	<u>Ames</u>	County:	<u>Story</u> Zip: <u>50010</u>
Business Phone:	<u>(515) 337-1031</u>		
Mailing Address:	<u>1113 Murray Drive</u>		
City:	<u>Ames</u>	State:	<u>IA</u> Zip: <u>Iowa</u>

Contact Person

Name:	<u>Cheryl Sondrol</u>		
Phone:	<u>(515) 233-5907</u>	Email Address:	<u>csondrol1@gmail.com</u>

Classification: Class B Beer (BB) (Includes Wine Coolers)Term: 6 monthsEffective Date: 04/25/2014Expiration Date: ~~01/01/1900~~ 10/25/2014

Privileges:

Class B Beer (BB) (Includes Wine Coolers)
Outdoor Service

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>2211036</u>	Federal Employer ID #	<u>42-1479449</u>

Ownership**Cheryl Sondrol**First Name: CherylLast Name: SondrolCity: AmesState: IowaZip: 50010Position Vice President% of Ownership 50.00 %

U.S. Citizen

Daniel SondrolFirst Name: DanielLast Name: SondrolCity: AmesState: IowaZip: 50010Position President% of Ownership 50.00 %

U.S. Citizen

Insurance Company Information

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:

ITEM# 25
DATE: 4-22-14

COUNCIL ACTION FORM

SUBJECT: ENCROACHMENT PERMIT FOR AWNING AT 2300 LINCOLN WAY

BACKGROUND:

Opus Development Company, owner of the building at 2300 Lincoln Way, is working on plans for a new mixed use building at the southwest corner of Lincoln Way and Lynn Avenue. The plans include awnings on the north and east sides of the building. An encroachment permit has been requested to allow a portion of this awning to hang over the City right-of-way. The proposed awning totals 520 square feet, and should not impair the operation of the road way or sidewalk.

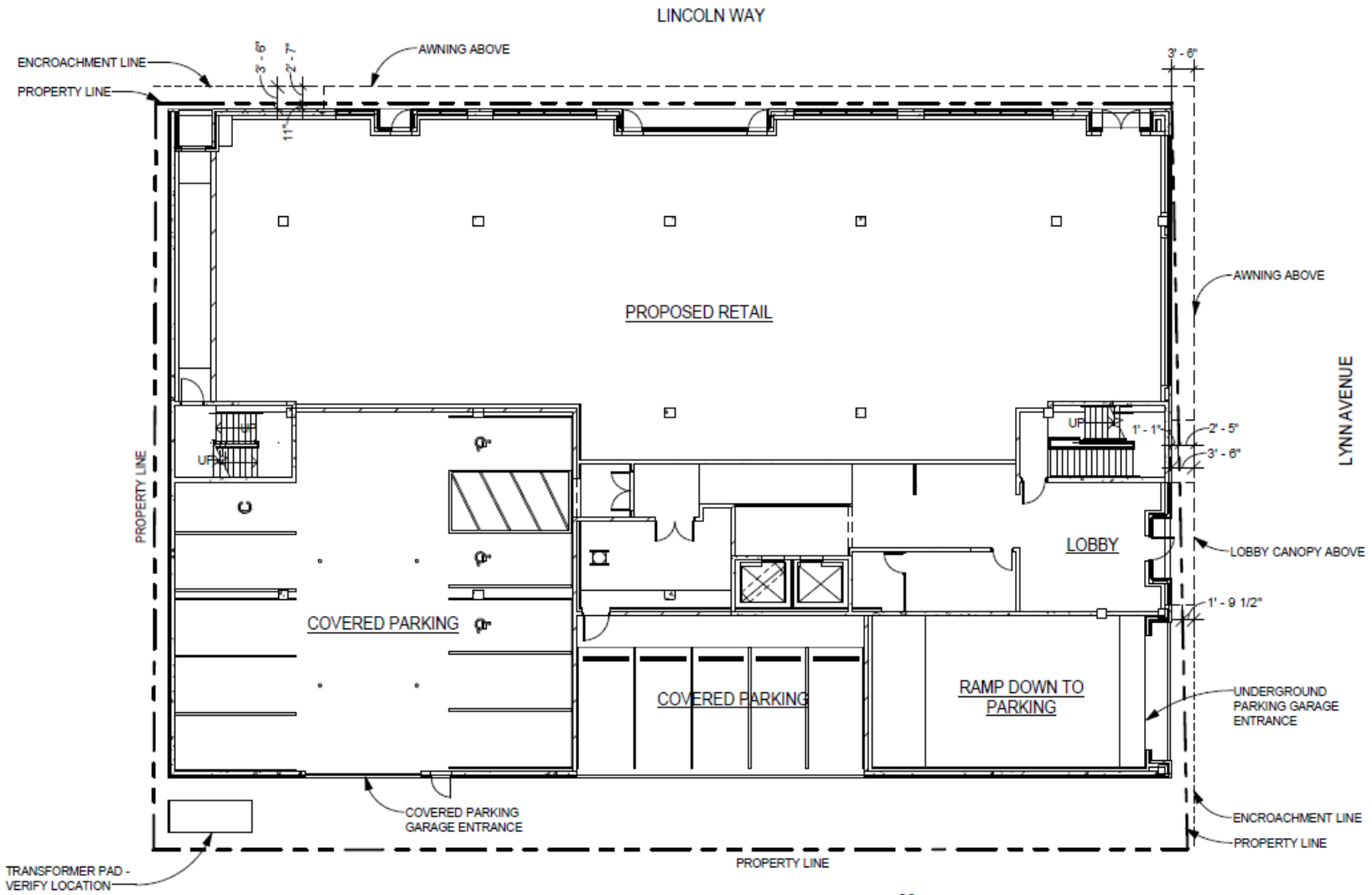
The requirements of Section 22.3 of the *Municipal Code* have been met with the submittal of a hold-harmless agreement signed by the property owner, as well as a certificate of liability insurance coverage which protects the City in case of an accident. The fee for this permit was calculated at \$520, and that amount has been received by the City Clerk's Office.



ALTERNATIVES:

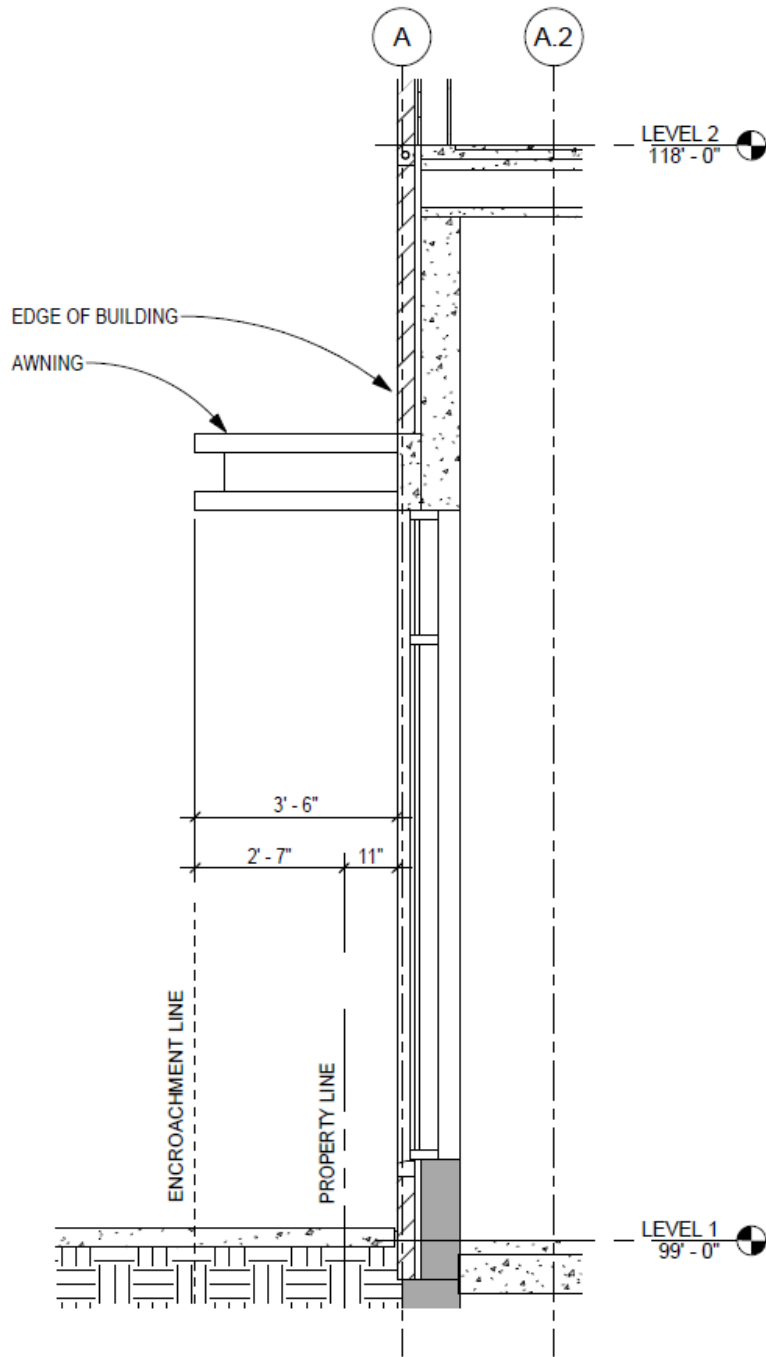
1. Approve the encroachment permit request for 2300 Lincoln Way.
2. Deny the request.

MANAGER'S RECOMMENDED ACTION:


It is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby granting an encroachment permit for the awning at 2300 Lincoln Way.

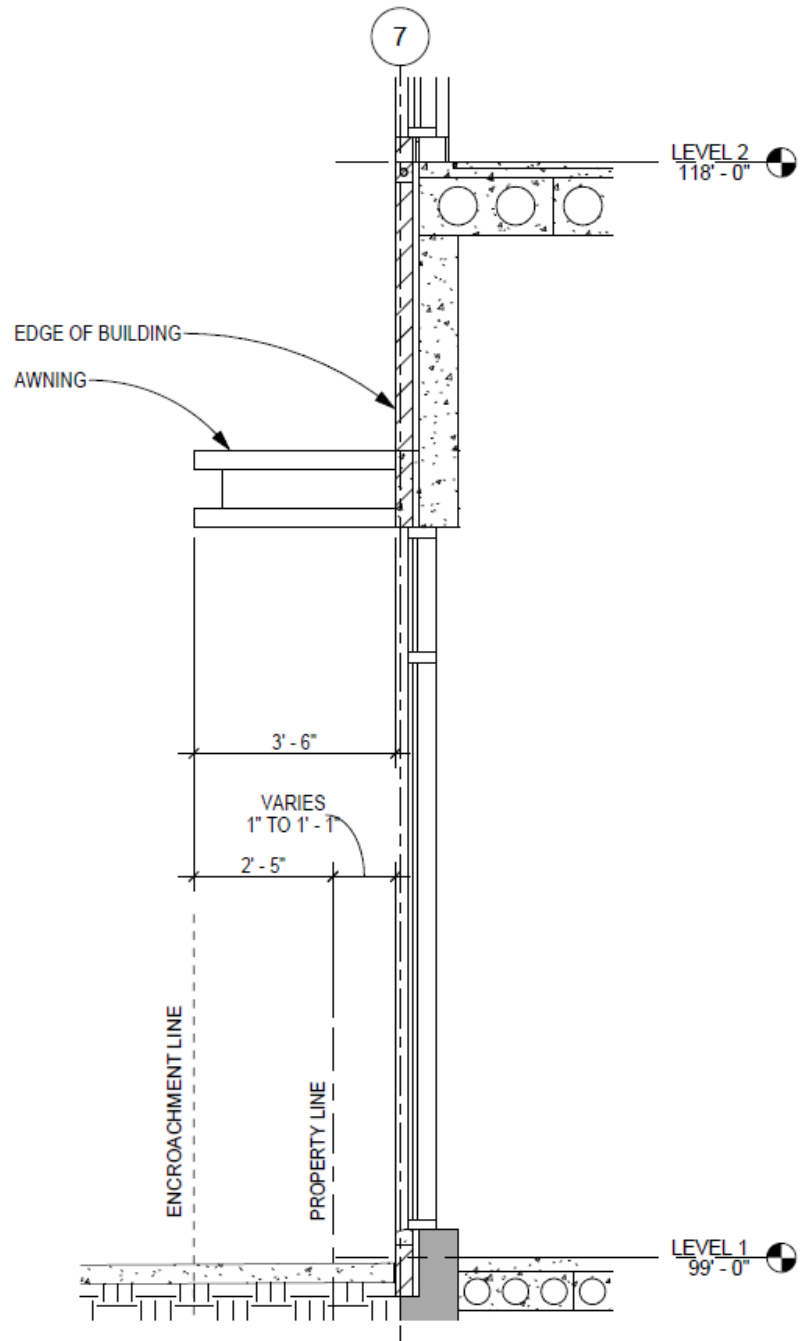




SITE PLAN
 1/16" = 1'-0"




1 SECTION AT NORTH AWNING
3/8" = 1'-0"

	OPUS AE Group, LLC. 10350 Bren Road West Minnetonka, Minnesota 55343	PROJECT NAME	DATE	TITLE	SHEET: 2 OF 3 SHEETS
		THE FOUNDRY	04/17/14	NORTH AWNING	REF SHEET #:



1 SECTION AT EAST AWNING
 3/8" = 1'-0"

	OPUS AE Group, LLC. 10350 Bren Road West Minnetonka, Minnesota 55343		PROJECT NAME THE FOUNDRY	DATE 04/17/14	TITLE EAST AWNING	SHEET: 3 OF 3 SHEETS REF SHEET #:



STREET PERSPECTIVE



STREET PERSPECTIVE

COUNCIL ACTION FORM

SUBJECT: MASTER PLAN DETERMINATION FOR REZONING APPLICATIONS FOR PROPERTY AT 601 STATE AVENUE AND 205 S. WILMOTH AVENUE

BACKGROUND:

On April 3, 2014 Breckenridge Group Ames Iowa, LLC submitted two applications for rezoning for the properties at 205 S. Wilmoth Avenue (North Parcel) and 601 State Avenue (South Parcel). (See Attachment 1, Location Map).

North Parcel:

The North Parcel is located south of Lincoln Way and West of S. Wilmoth Avenue and includes approximately 8.36 acres. The property is designated as Low Density Residential by the Land Use Policy Plan and is currently zoned Government/Airport (S-GA). The requested rezoning for the property is from Government/Airport (S-GA) to Residential Low Density (RL). This zoning designation of RL is summarized as “single-family residential with a maximum net density of 7.26 dwelling units per net acre.”

South Parcel:

The South Parcel is located approximately a ¼ miles south of Lincoln Way along the west side of State Avenue including approximately 28.9 acres. Based upon the Land Use Policy Plan (LUPP) land use designation, the site is generally split by College Creek with approximately 1.63 acres of Low Density north of College Creek and 27.37 acres of Village Suburban south. A Greenway designation also overlays College Creek. (See Attachment 2, Existing LUPP Map) The LUPP summarizes the Village Suburban Designation as “all single-family, two-family, multi-family and manufactured residential uses that involve more than a net density of 8.0 units per acre with supporting convenience/neighborhood-scale commercial uses.”

The entire property is currently zoned Government/Airport (S-GA). The requested rezoning for the property is from Government/Airport (S-GA) to Residential Low Density (RL) north of the creek and Suburban Residential Low Density (FS-RL) south of the creek. **The South Parcel rezoning petition is a new petition to replace the withdrawn FS-RM application from March 25, 2014.**

The Municipal Code requires that, prior to making an application for a Floating Zone Suburban Low Density or Medium Density rezoning, the City Council shall determine whether it wishes to have a Master Plan prepared to accompany the rezoning request. In order to have a complete application for rezoning, City Council must first indicate its interest in having a Master Plan accompany the requested FS-RL

rezoning. **The applicant has requested that both rezoning petitions be reviewed by the City Council for Master Plan determinations** even though it is only required for the FS-RL or FS-RM rezoning requests. The Council can choose at this time to make a determination of need for a Master Plan for the north parcel if it is deemed necessary.

Master Plan Determination:

A Master Plan is intended to provide a broad view of the development concept by describing the intended uses, building types, access points, and protected areas. Section 29.1507.3(b) of the Municipal Code identifies the criteria by which the City Council may require a Master Plan as part of a rezoning application. If any one of these conditions is met, the City Council may require a Master Plan. Alternatively, the City Council may decide that the size or scope of the project does not necessitate an accompanying Master Plan with a rezoning application.

Under this Code section, a Master Plan may be required if a property:

1. Contains more than one type of housing unit and will be developed in phases;
2. Is located on land that is wetlands, flood plain, designated as Greenways or Environmentally Sensitive Area in the LUPP, conservation easement, or other documented sensitive condition or natural resource;
3. May require new or upgraded public improvements; or
4. Has specific conditions or situations that exist on or around the site that require "more careful consideration of how the layout and design of a site affects general health, safety, and welfare...."

The full text of the conditions on which a Master Plan may be required is found in Attachment 3. That attachment also contains the text of the ordinance describing the contents of a Master Plan. Further details would be developed later in the development process in regards to any required applications for a preliminary plat or, possibly, contract rezoning.

Based on an examination of the submitted rezoning applications (See Attachments 4 and 5, Rezoning Requests) and the preliminary conversations with the owner's representative, staff offers the following comments:

1. The north parcel request to Low Density Zoning does not require that City Council make a determination of a Master Plan prior to rezoning, however, it is within the Council's authority to require a Master Plan for any rezoning request if the request is found to meet any one of the previously noted condition. In staff's review of the request, the only allowed use within the proposed RL zoning is single-family homes on individual lots. To develop the site in conformance with

the proposed RL zoning, the applicant will be required to submit a preliminary plat for subdivision of the property subsequent to approval of a rezoning, so any public improvements will be reviewed as part of the subdivision process with the Commission and Council.

2. On the South Parcel, the proposed rezoning is for two different districts. The development will likely contain two housing types—single family attached and single family detached as permitted within the FS-RL zoning district and single family detached homes as permitted within the RL zoning district.
3. The South Parcel contains documented sensitive conditions or natural resources, such as the flood plain, the designation of Greenway Area of the LUPP, and the existing conservation easement.
4. On the South Parcel, there are several public improvements that may be required, specifically the streets, sanitary sewer, water service and all other infrastructure necessary for residential development.
5. On the South Parcel, the size of the developable area and the potential occupancy for the site required that a traffic study be conducted under the previous rezoning review. This review may require improvements to streets, intersections, or utilities based on that study.

To develop the south parcel under RL/FS-RL, a subdivision is needed because of the limits on use to single-family attached or detached homes on individual lots.

If the City Council does not require a Master Plan, then the applications will be able to be determined to be complete following this meeting. Staff would then assess the submitted applications and provide comments to the applicant. Upon completing a review of the application it would then be forwarded to the Planning and Zoning Commission to make a recommendation to the City Council. Should the Commission fail to reach a recommendation within 90 days, these rezoning requests would be forwarded to the City Council without a recommendation by the Commission.

If the City Council does require a Master Plan, then the applications will be considered complete upon submittal of that Master Plan to the Department of Planning and Housing. The review process described above would then apply to the complete application for rezoning.

ALTERNATIVES:

1. The City Council can determine that a Master Plan is required for the 601 State Avenue (South Parcel) rezoning application and determine that a Master Plan is not required for the 205 S. Wilmoth (North Parcel) rezoning application.

2. The City Council can choose to require a Master Plan for both rezoning applications.
3. The City Council can choose not to require a Master Plan for either rezoning application.
4. Action on this request can be postponed and referred back to City staff and/or the applicant for additional information.

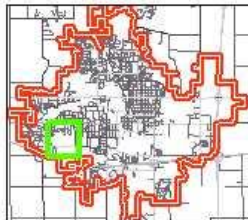
MANAGER'S RECOMMENDED ACTION:

Based on the applications submitted and the criteria for determination of a Master Plan, the north parcel request to a Low Density Residential zone does not appear to meet the criteria for needing a Master Plan. The requested RL zone will only permit one type of dwelling unit, a single-family detached home, which will be required to be located on an individual lot. The property does not contain any designated environmentally sensitive areas or areas of natural resources. The property will require a preliminary and final plat for the lots so any required public utility needs will be addressed at the time of subdivision. **Staff does not feel that a Master Plan is needed for the north parcel with the submitted rezoning request.** Council recently approved the rezoning of the 10 acre middle parcel with RL zoning and no master plan for similar reasons about the limited range of uses within RL.

However, on the South parcel, the requested FS-RL zone would permit both single-family and attached style housing units. The property also contains areas of flood plain, a conservation easement; LUPP Greenways designated areas, wooded areas and areas of increased slope. **Based on the size of the lot, setting, and context, these items all warrant some additional consideration with a Master Plan prior to subdivision of the property.**

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby requiring that a Master Plan for the property at 601 State Avenue (South Parcel) and not requiring a Master Plan for the property at 205 S. Wilmoth Avenue (North Parcel).

Attachment 1: Location Map



Location Map

Attachment 2 Existing Land Use Policy Plan Map



Attachment 3

Zoning Code for Master Plans

Section 29.1507(3)

- (b) The City Council may require a Master Plan to be submitted with a rezoning application if it determines that any one of the following conditions is met:
 - (i) The area to be rezoned will contain more than one type of residential dwelling unit and will be developed in multiple phases.
 - (ii) The area to be rezoned contains designated wetlands; flood plain and floodway boundaries; areas designated by the Ames Land Use Policy Plan as Greenways and Environmentally Sensitive Areas; conservation easements or other documented sensitive environmental conditions or valuable natural resources.
 - (iii) Development of the area with the most intensive uses permitted by the proposed zoning designation may require new, enlarged or upgraded off-site public improvements.
 - (iv) The City Council determines that due to specific conditions that exist on or around the area proposed to be rezoned, or due to situations that require more careful consideration of how the layout and design of a site affects general health, safety, and welfare, a Master Plan is necessary for consideration of the proposed zoning map amendment.
- (c) If the City Council determines that a Master Plan is required it shall be prepared in compliance with the requirements of Section 29.1507(4) and shall be reviewed concurrently with the application for a zoning text amendment.

Section 29.1507(4)

- (4) **Master Plan.** When a Master Plan is required, it shall be submitted in compliance with the following:
 - (a) Submittal Requirements. The Master Plan shall contain the following information:
 - (i) Name of the applicant and the name of the owner of record.
 - (ii) Legal description of the property.
 - (iii) North arrow, graphic scale, and date.
 - (iv) Existing conditions within the proposed zoning boundary and within 200 feet of the proposed zoning boundary: Project boundary; all internal property boundaries; public rights-of-way on and adjacent to the site, utilities; easements; existing structures; topography (contours at two-foot intervals); areas of different vegetation types; designated wetlands; flood plain and floodway boundaries; areas designated by the Ames Land Use Policy Plan as Greenways and Environmentally Sensitive Areas
 - (v) Proposed zoning boundary lines.
 - (vi) Outline and size in acres of areas to be protected from impacts of development
 - (vii) Outline and size in acres of areas proposed of each separate land use and for each residential unit type
 - (viii) Pattern of arterial streets and trails and off-site transportation connections
 - (ix) For proposed residential development provide the number of unit type for each area, expressed in a range of the minimum to maximum number to be developed in each area
 - (x) For proposed residential development provide a summary table describing all uses of the total site area, including the number of units per net acre for each unit type and each zoning area.



Brian D. Torresi
BrianTorresi@davisbrownlaw.com
phone: 515-246-7860
Ames Office

RECEIVED

APR 03 2014

**CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING**

April 3, 2014

PERSONAL DELIVERY ONLY

City of Ames, Iowa
Department of Planning & Housing
515 Clark Ave.
Ames, IA 50010

Re: 205 S Wilmoth Avenue (the "Property") – Rezoning Application Packet

To Whom It May Concern:

Please find enclosed the Rezoning Application Packet (the "Packet") being submitted by Breckenridge Group Ames Iowa, LLC ("Breckenridge") with respect to the Property. Included with the Packet, in addition to this letter, are the following documents:

1. Rezoning Application Form;
2. Rezoning Checklist (the "Checklist");
3. Rezoning Permission to Place a "Zoning Action Pending" Sign on Private Property; and
4. Rezoning Plat.

In addition to the aforementioned items included with the Packet, Breckenridge hereby provides the following information as requested on the Checklist:

- a. The Property must be rezoned because it is currently zoned S-GA (Government/Airport District) and Breckenridge is not a governmental entity;
- b. The rezoning request referenced in the Packet for the rezoning of the Property from S-GA to RL (Residential Low Density) is consistent with the City of Ames Land Use Policy Plan (the "Plan") as the Plan provides that the Property should be zoned RL, and the government land overlay does not apply, if the Property is not owned by a governmental entity; and
- c. The Property shall be used for residential purposes and for any and all other uses and/or purposes consistent with applicable zoning ordinances.

DAVIS BROWN KOEHN SHORS & ROBERTS P.C.

April 3, 2014
Page 2

Please review the Packet and this letter and forward these items to the Ames City Council as soon as possible for a determination as to whether a master plan will be required to accompany this request.

Feel free to call if you have any questions concerning this submittal.

Very truly yours,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.



Brian D. Torresi

Enclosures

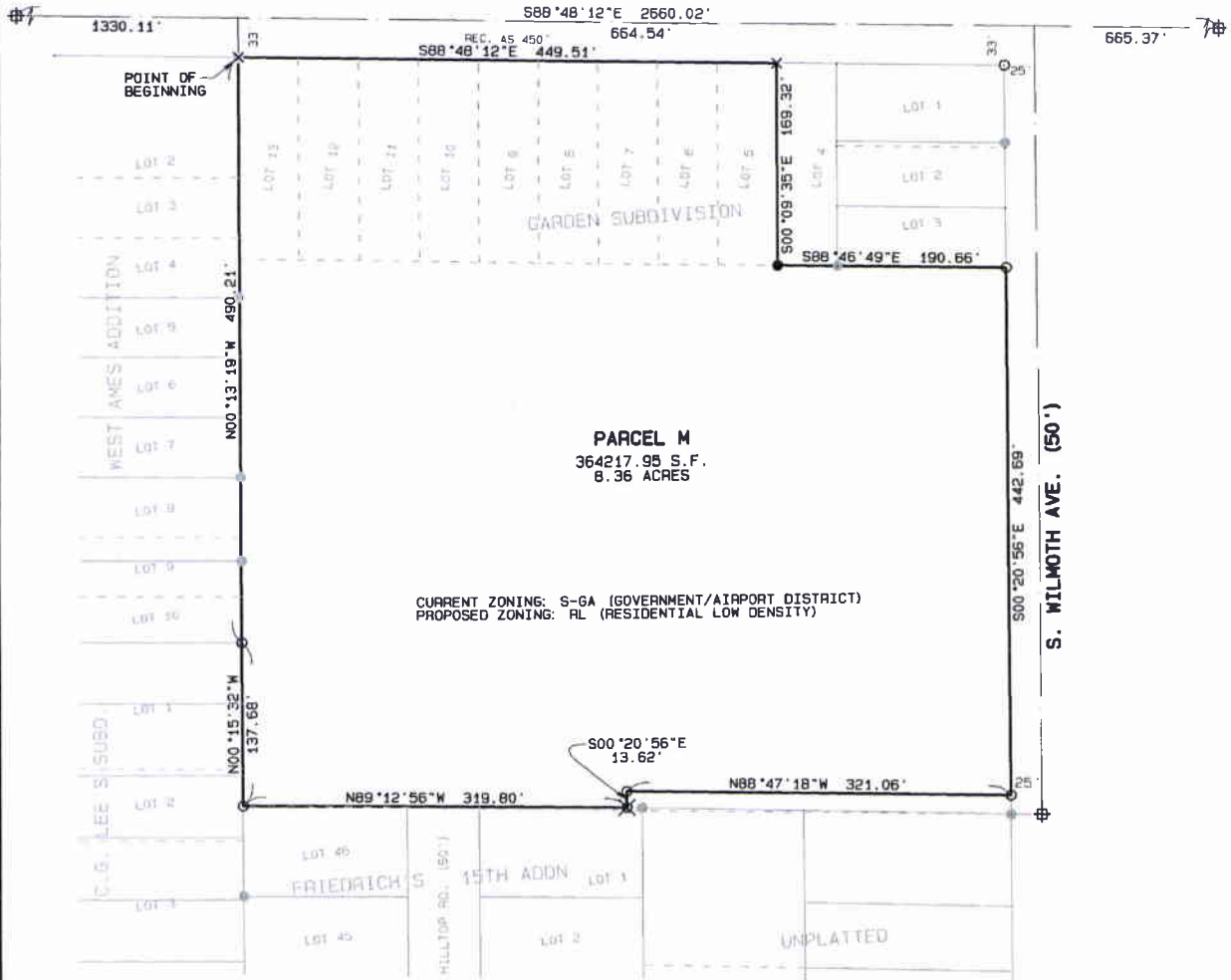
Cc: Charlie Vatterott
Scott Renaud
Brad Stumbo

Attachment 4

R. BRADLEY STUMBO P.O. BOX 1664 AMES, IOWA 50010 515-233-3689

REZONING PLAT

LINCOLN WAY (66')



CURRENT ZONING: S-6A (GOVERNMENT/AIRPORT DISTRICT)
 PROPOSED ZONING: RL (RESIDENTIAL LOW DENSITY)

PARCEL M
 364217.95 S.F.
 8.36 ACRES

Survey Description-Area to be Rezoned:
 Parcel M in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 8, Township 83 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, being Lots 5-13 of Block 1 in Garden Subdivision and part of said Northwest Quarter of the Northeast Quarter of the Northeast Quarter, Iowa, and all being more particularly described as follows: Beginning at the Northwest Corner of said Lot 13 thence S88°48'12"E, 449.51 feet along the North line of said Lots 5-13 to the Northeast Corner of said Lot 5; thence S00°09'35"E, 169.32 feet to the Southeast Corner of said Lot 5; thence S88°46'49"E, 190.66 feet to the Southeast Corner of Lot 3 in said Garden Subdivision; thence S00°20'56"E, 442.69 feet along the West line of S. Wilmoth Avenue to a point on the North line of the South 15.00 feet of said Northwest Quarter of the Northeast Quarter of the Northeast Quarter; thence N88°47'18"W, 321.06 feet along said line; thence S00°20'56"E, 13.62 feet to the North line of Friedrich's 15th Addition to Ames, Iowa; thence N89°12'56"W, 319.80 feet along said line to the Southwest Corner of said Northwest Quarter of the Northeast Quarter of the Northeast Quarter; thence N00°15'32"W, 137.68 feet along the West line thereof to the Northeast Corner of Lot 1 in C. G. Lee's Subdivision; thence N00°13'19"W, 490.21 feet to the point of beginning, containing 8.36 acres.



PROPRIETOR:
 BRECKENRIDGE GROUP AMES IOWA, LLC
 1301 S. CAPITAL OF TEXAS HWY. SUITE B-201
 AUSTIN, TX 78746

**STUMBO & ASSOCIATES
 LAND SURVEYING**

510 S. 11TH STREET, SUITE #102
 AMES, IOWA 50010
 PH. 515-233-3689 • FAX 515-233-4403

Certification: 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 Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo Date: 4-3-14
 R. Bradley Stumbo License #17161
 My license renewal date is December 31, 2015

Job #16533RZ Date: 4/03/14 Page 1 of 1





Brian D. Torresi
BrianTorresi@davisbrownlaw.com
phone: 515-246-7860
Ames Office

April 3, 2014

RECEIVED

PERSONAL DELIVERY ONLY

APR 03 2014

City of Ames, Iowa
Department of Planning & Housing
515 Clark Ave.
Ames, IA 50010

CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

Re: 601 State Avenue (the "Property") – Rezoning Application Packet

To Whom It May Concern:

Please find enclosed the Rezoning Application Packet (the "Packet") being submitted by Breckenridge Group Ames Iowa, LLC ("Breckenridge") with respect to the Property. Included with the Packet, in addition to this letter, are the following documents:

1. Rezoning Application Form;
2. Rezoning Checklist (the "Checklist");
3. Rezoning Permission to Place a "Zoning Action Pending" Sign on Private Property; and
4. Rezoning Plat.

In addition to the aforementioned items included with the Packet, Breckenridge hereby provides the following information as requested on the Checklist:

- a. The Property must be rezoned because it is currently zoned S-GA (Government/Airport District) and Breckenridge is not a governmental entity;
- b. The rezoning request referenced in the Packet for the rezoning of that part of the Property south of the creek from S-GA to FS-RL (Suburban - Residential Low Density) and that part of the Property north of the creek from S-GA to RL (Residential Low Density) is consistent with the City of Ames Land Use Policy Plan (the "Plan") as the Plan provides that those portions of the Property should be zoned within the Village/Suburban Residential framework and RL, respectively, and the government land overlay does not apply, if the Property is not owned by a governmental entity; and

DAVIS BROWN KOEHN SHORS & ROBERTS P.C.

April 3, 2014
Page 2

- c. The Property shall be used for residential purposes and for any and all other uses and/or purposes consistent with applicable zoning ordinances.

Please review the Packet and this letter and forward these items to the Ames City Council as soon as possible for a determination as to whether a master plan will be required to accompany this request.

Feel free to call if you have any questions concerning this submittal.

Very truly yours,

DAVIS, BROWN, KOEHN, SHORS & ROBERTS, P.C.



Brian D. Torresi

Enclosures

Cc: Charlie Vatterott
Scott Renaud
Brad Stumbo

R. BRADLEY STUMBO P.O. BOX 1664 AMES, IOWA 50010 515-233-3689

REZONING PLAT

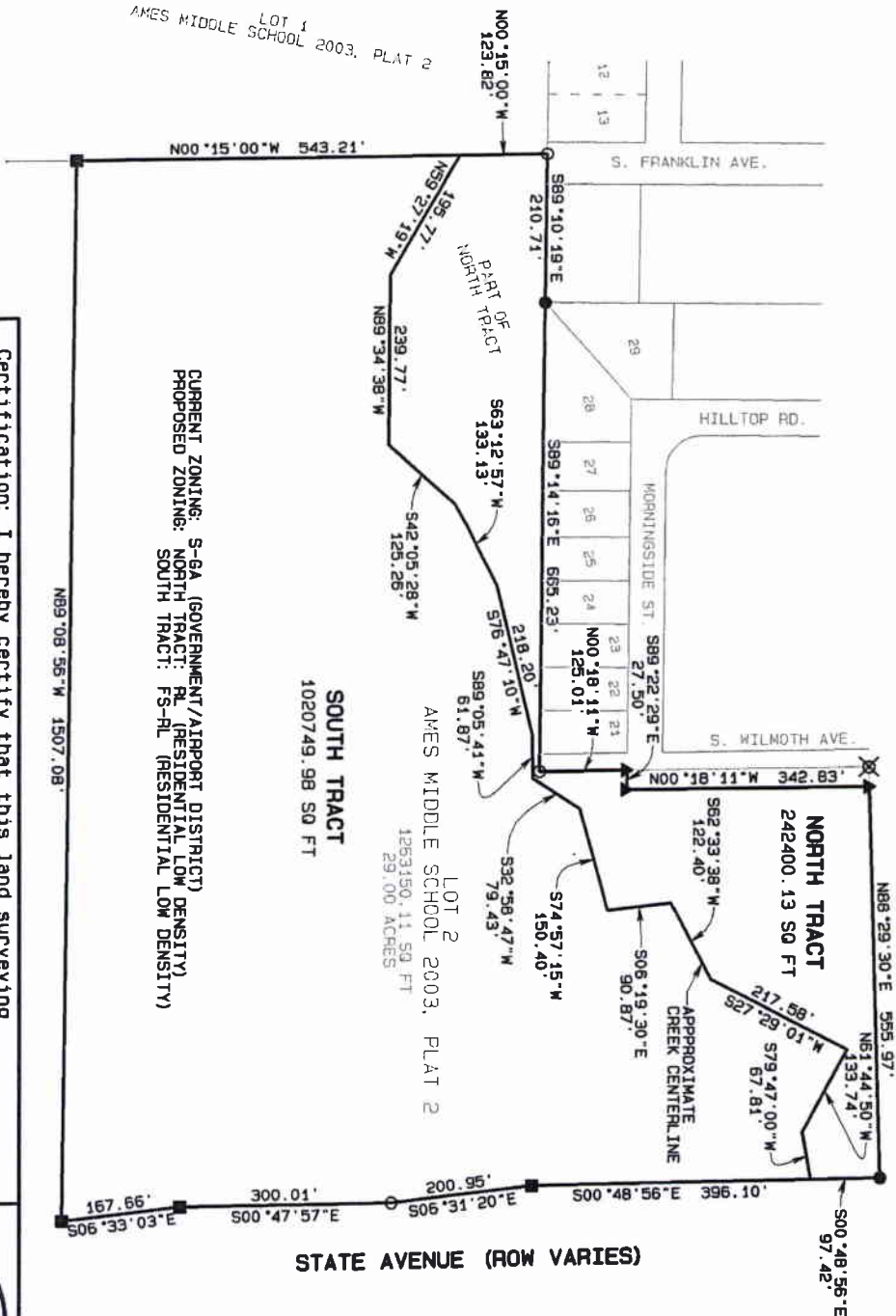
PROPRIETOR:
BRECKENRIDGE GROUP AMES IOWA, LLC
1304 S. CAPITAL OF TEXAS HWY,
AUSTIN, TX 78746

LOT 1
AMES MIDDLE SCHOOL 2003, PLAT 2

Certification: 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 Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo License #17161
My license renewal date is December 31, 2015
JOB #16452RZ Date: 4/03/13 Page 1 of 2

Date: 4-03-14



STATE AVENUE (ROW VARIES)

GRAPHIC SCALE

1" = 200'



COUNCIL ACTION FORM

SUBJECT: SOUTH ANNEXATION REQUEST PROJECT BOUNDARIES

BACKGROUND:

The City of Ames received two annexation petitions for several properties south of the city limits of Ames. One petition containing approximately 204 acres was submitted to accommodate the proposed expansion of the ISU Research Park. In addition, the Reyes application for approximately 20 acres of land is intended for residential development south of the existing Wessex Apartment complex.

These annexation requests lay within the Ames Urban Fringe in an area designated for annexation and development. The area between Cedar Lane and University Boulevard (530th Avenue) is in the Urban Residential area and lies within the Southwest Allowable Growth Area. The area between University Boulevard and South Riverside Drive is designated as Planned Industrial. This portion of the Urban Fringe Plan map is shown in Attachment A.

At its March 22 meeting, the City Council combined these two petitions into a single annexation request. Council further directed staff to speak with other property owners in the area to gauge their interest in joining this annexation and to consider including additional non-consenting properties under the “80/20” rule to create more uniform boundaries as allowed by Chapter 368.7 of the Code of Iowa¹. The City Council was also reminded of the annexation request last year by Christoffersons for the annexation of their 20 acres that abuts the Reyes annexation. Mr. Christofferson subsequently withdrew that request after issues of storm water drainage were raised by neighbors.

Since the March 22 meeting, City staff spoke with, wrote to, or met with several property owners in this growth area. **At this time, none of them have indicated an interest to join in this voluntary annexation process. All, to varying degrees, were opposed to coming in as non-consenting owners for a variety of reasons.** A review of FAQs related to annexation that was provided to these land owners is Attachment E to this report. This responds to a number of the questions and comments we have heard about annexing.

Annexation Boundary Options:

Staff has prepared three options for consideration of setting the initial boundaries of the annexation. All involve, to some degree, the inclusion of non-consenting owners. Once a territory is selected for the initial boundary and the notice and hearing process begun, additional properties cannot be added to the territory without starting the process over again from the beginning. However, properties can be removed from the initial territory

¹ As noted in Chapter 368.7, “...territory comprising not more than twenty percent of the land area may be included in the application without the consent of the owner to avoid creating an island or to create more uniform boundaries.”

prior to final action without restarting the process. Attachments H and I includes a map and index of properties in the area for the three options.

OPTION 1: MINIMUM AREA- ATTACHMENT B

Of the three options, this one comprises the smallest geographic area. **Non-consenting owners are limited to only those necessary to avoid creating islands.** Attachment G includes an ownership map with an index to map numbers as noted behind the names. The property owners and the acreages involved are:

<i>Consenting Owner/Map Number</i>	
Reyes/1	18.61 acres
Reyes/4	0.53 acres
RDJ Holdings/2	0.35 acres
RDJ Holdings/3	0.48 acres
ISU Research Park/6-8	9.90 acres
ISU Foundation/12-14	98.31 acres
<u>Hunziker/17-18</u>	<u>79.72 acres</u>
Total Consenting	207.90 acres

<i>Non-consenting Owner/Map Number</i>	
Plagmann/5	0.59 acres
Forth/9	2.26 acres
Harder/10	4.42 acres
Smith/11	1.46 acres
Riley/15	2.57 acres
<u>May/16</u>	<u>5.00 acres</u>
Total Non-consenting	16.30 acres

This option results in a total annexation of 224.20 acres, of which 92.7% are consenting and 7.3% are non-consenting. This option is depicted in Attachment B.

OPTION 2: NORTH-TO-SOUTH PRIORITY-ATTACHMENT C

This option includes all the properties as listed in Option 1. It also includes the three Christofferson properties as well as three additional properties along 530th Avenue (University Boulevard). **This option attempts to fill in portions of land in the Allowable Growth Area from north to south.** By creating more uniform boundaries in this fashion, further annexation and development to the south will be more feasible in the future.

<i>Additional Non-consenting Owner/Map Number</i>	
Christofferson/19	14.67 acres
Christofferson/20	0.45 acres
Christofferson/21	5.10 acres
Fuchs/30	5.27 acres
Morrison/Jones/31	1.96 acres
<u>Cammack, et al/32</u>	<u>2.89 acres</u>
Additional Non-consenting	30.34 acres

This option results in a total annexation of 254.54 acres of which 81.7% are consenting and 18.3% are non-consenting. This option is depicted in Attachment C.

Staff has spoken with Mr. Christofferson, who has indicated that he does not wish to be annexed at this time. He still has concerns with storm water drainage and his fear is that development will exacerbate those concerns. Staff has addressed storm water drainage issues in the area with a site visit and review of an engineering study in the summer of 2013 and has found it to be unlikely that development would impact the surrounding areas. An engineering review of storm water management would occur concurrent with any future subdivision review in the area. Staff was forwarded a letter from an attorney representing the recent purchasers of the Christofferson property. That letter expresses the new owners' desire to not be included in the annexation; and is included as Attachment F.

Staff has also spoken with Cammack, et al. They are concerned about what the development of a research park to the east and an expansion of Wessex behind them would do to their property values. They are also concerned about how access to their property would be impacted with the paving of University Boulevard.

Staff has corresponded with Morrison/Jones. They also oppose annexation and have provided a letter which is included as Attachment G.

Staff has spoken to Daniel Fuchs. He indicated he is not interested in annexation and has supplied an e-mail included as Attachment H.

OPTION 3: EAST-TO-WEST PRIORITY-ATTACHMENT D

This option includes all the properties as listed in Option 1. However, it emphasizes the importance of 530th as the University Boulevard extension by including as many properties as possible with frontage on this future city street. **This option attempts to fill in this portion of the Allowable Growth Area from east to west.**

In addition to the owners listed in Option 1, this option also includes:

Additional Non-consenting Owner/Map Number

Fuchs	5.27 acres
Morrison/Jones.....	1.96 acres
Cammack, et al	2.89 acres
<u>Roth.....</u>	<u>22.04 acres</u>
Additional Non-consenting	32.16 acres

This option results in a total annexation of 256.36 acres of which 81.1% are consenting and 18.9% are non-consenting. This option is depicted in Attachment D.

Staff has spoken with Jim Roth who has indicated that he is not interested in annexation.

Annexation Process:

Once the City Council decides to move forward with a particular annexation boundary description, there are a number of prescribed steps prior to returning to the City Council for a public hearing and vote on the annexation. Assuming the City Council moves forward at the April 22 meeting, the schedule will be as follows:

April 29	Consultation with Story County Supervisors and Washington Township Trustees designees
May 20	Notice of Public Hearing mailed
May 21	Planning and Zoning Commission meeting for recommendation
June 10	City Council Public Hearing on annexation and vote on resolution
July 9.....	City Development Board Review and Set Public hearing
August 13	City Development Board Public Hearing and Action

Under any scenario, this annexation will contain some number of non-consenting property owners. Therefore, the City Development Board in Des Moines will need to conduct a public hearing on the annexation request. This item will be forwarded to that Board for their review at their July meeting. A public hearing of the City Development Board and final approval will likely occur in August with final recording in September.

Service and Infrastructure Issues:

The City’s goal, in this and previous annexations, is to be able to provide full City services and infrastructure to the newly incorporated area. This can include City water, sanitary sewer, paved streets, fire and police protection, and street maintenance. (Electric service boundaries are outside the control of the City and are rarely amended. Likewise, school district boundaries are independent of the expansion of City boundaries.)

In order to accomplish these goals, there are often agreements with those seeking annexation to ensure the provision of services. Of concern in this area is the relationship that many of the property owners have with the Xenia Rural Water District. Those owners receiving service from Xenia or within the Xenia territory **that are consenting to the annexation** will need to have an agreement with the City prior to final approval on the annexation that they will disconnect from Xenia and pay any costs associated with the disconnection and the buyout of the territory from Xenia prior to development or connecting to City water.

Non-consenting owners have no obligation to disconnect from Xenia upon being annexed and may continue to receive water service from Xenia. However, if they chose to receive water from the City in the future, they will be obligated to pay Xenia’s disconnection and buyout costs, if any, prior to connecting to City water. City services would be required for future subdivision and development of property.

Properties in this area are also served by individual septic systems. These properties would also be allowed to continue on septic systems as long as the system is in good condition and the City does not have service connections available within 200 feet of the

structure as defined by the Code of Iowa. At time of any future development of these properties, City sewer connections would be required at the cost of the property owner.

Non-consenting Issues:

The City Council has trod carefully in previous annexations by seeking to include only those properties where the owners have actively sought annexation. For instance, the previous City Council approved two annexations in December, 2013. The Athen and the Quarry Estates annexations were both 100% consenting.

However, there are times when such consideration has been an impediment to subsequent annexations and development. For instance, when the Rose Prairie property was annexed north of the City in 2010, the Sturges property was not included, although it could have been under the 80/20 rule. This has made subsequent annexation of adjacent land very difficult, possibly resulting in a “flagpole” approach to ensure that an island is not created when the Hunziker property seeks annexation.

Another example is in west Ames immediately to the east of the Sunset Ridge development. This irregular boundary with a flagpole has precluded further annexation in that area. Likewise on State Avenue, near the former ISU Press building, requested annexations had to be denied because to do so would have necessitated the creation of an island.

Non-consenting property owners often are concerned with the burden placed on them following annexation. These owners are often living on the land they bought—not for investment purposes—but to enjoy the rural lifestyle they desire. Annexation into the City brings with it City rules, codes, standards, and taxes. Staff has listened to their concerns and has answered many of their questions. A fact sheet was prepared and can be found in Attachment E.

In an attempt to address similar concerns in the northern growth area, the City Council authorized staff to offer certain incentives to existing home owners to voluntarily annex. These included reduced costs for connecting to City water and sanitary sewer at a future time of the home owner’s choosing.

While the City Council is rightly cognizant of the desires of property owners adjacent to the City limits, the long term interests of growth, consistent with the City’s Land Use Policy Plan and Urban Fringe Plan, may lead to conflicts between the desires of property owners to remain outside the City and the needs of the City for rational growth and development.

It should also be noted that all these property owners use City streets, have access to the Ames Library, and enjoy the employment, educational, cultural, and shopping opportunities that are available in the City, yet are not City property tax payers. It is also true that the City currently has no obligation to provide fire and police protection, water, and sanitary sewer to those property owners.

ALTERNATIVES:

1. The City Council can selection Option 2 as the preferred annexation territory and begin the process of annexation by referring the annexation requests to the Planning and Zoning Commission and designating Charlie Kuester as City representative for the April 29th consultation meeting with the Story County Supervisors and the Washington Township Trustees.
2. The City Council can select one of the other Options as the preferred annexation territory and begin the process of annexation by referring the annexation requests to the Planning and Zoning Commission and designating Charlie Kuester as City representative for the April 29th consultation meeting with the Story County Supervisors and the Washington Township Trustees.
3. The City Council can defer action at this time.

MANAGER'S RECOMMENDED ACTION:

Most recent annexations were supported by the City Council to accommodate residential growth and development to the north. In this instance, however, the bulk of the territory is intended for industrial expansion, bringing jobs to the community. In recognizing the need for further housing, adjacent land is also seeking annexation for residential development.

This annexation request, at a minimum, will require the inclusion of six non-consenting owners as they would be "islands" within voluntarily annexed territory. Annexation requests in the past have typically included only those non-consenting properties necessary to avoid creating islands. In some instances, however, the result has been very irregular boundaries that have prevented or delayed later growth. Irregular boundaries also lead to questions of jurisdiction and provision of services when, for instance, half of a road right-of-way is within the City and half remains within the unincorporated portion of the county.

These types of annexation situations are always difficult for City Councils. The City Council is faced with the choice of respecting the wishes of individual property owners to maintain their rural lifestyle (even as urban development approaches), or of supporting the logical arrangement and expansion of the City limits.

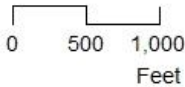
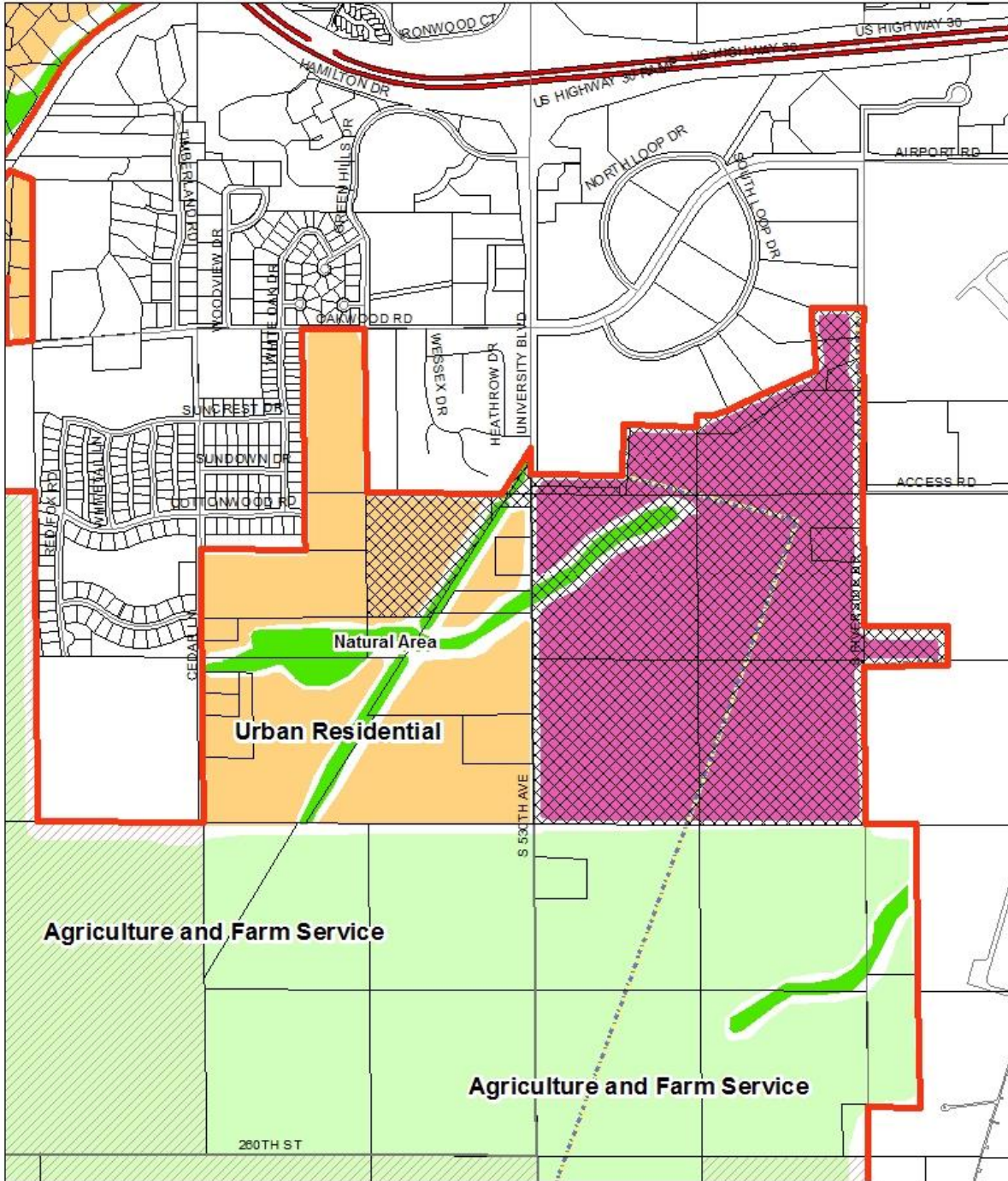
In this instance, further inclusion of non-consenting owners as described in Option 2 will help further the Land Use Policy Plan goal of extending the City limits to incorporate the Southwest Allowable Growth Area east of Cedar Lane and west of University Boulevard (530th Avenue). Including the long peninsula of the Christofferson property will provide the most opportunities for logical future annexations. If the Christofferson property is not annexed with this application, then it would be very difficult for future properties to the south to voluntarily annex, due to the State prohibition against creating islands and its 80/20 rule.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 2, thereby initiating the annexation of 254.54 acres of land,

comprising 46.64 percent of land owned by non-consenting owners. This land is owned by Plagmann, Forth, Harder, Smith, Riley, May, Christofferson, Fuchs, Morrison/Jones, and Cammack, et al.


The City Council will hold a consultation with the Story County Supervisors and Washington Township Trustees on April 29th at 5:30 pm. The Planning and Zoning Commission will be asked to provide a recommendation on the annexation on May 21. Final action will occur following a public hearing on June 10th.

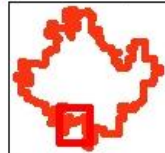
Attachment A: Urban Fringe Plan Map (Excerpt)



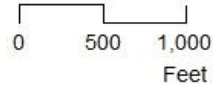
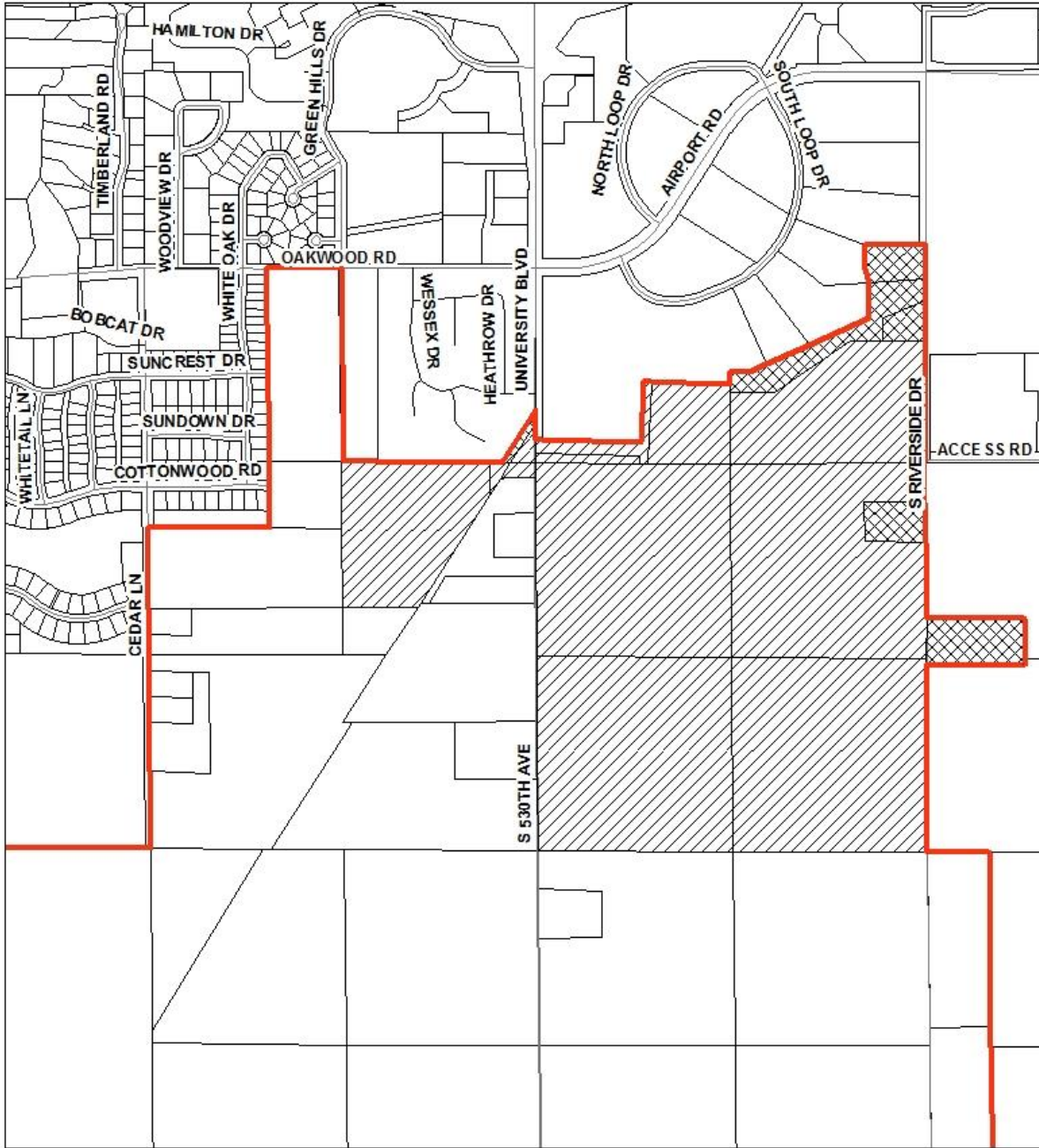
Legend

 Ames City Boundary




 Research Park and Reyes Request

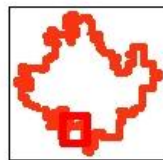


ATTACHMENT B: OPTION 1

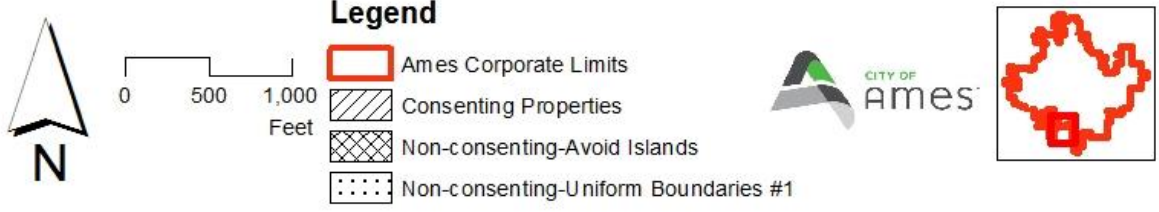
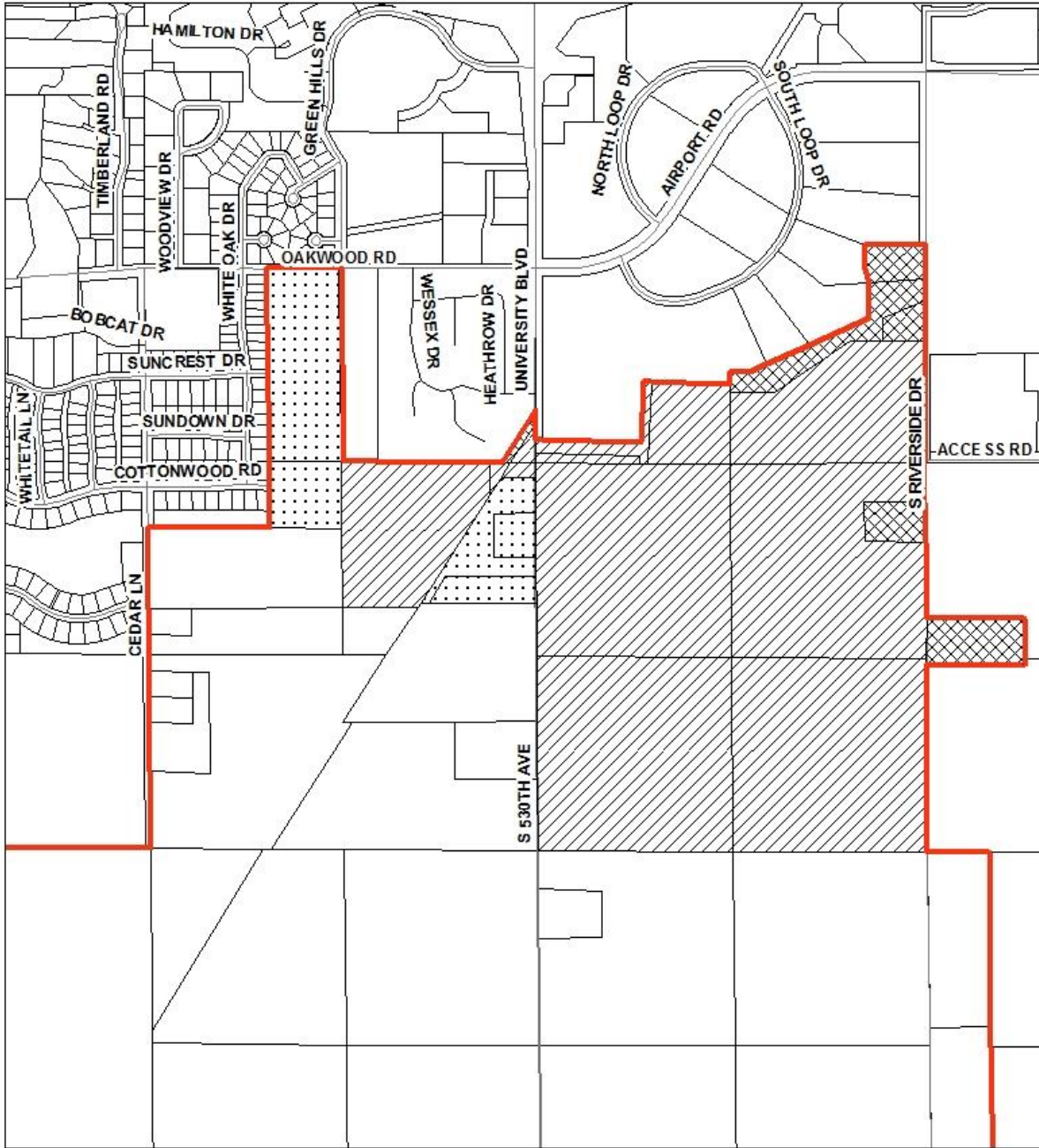


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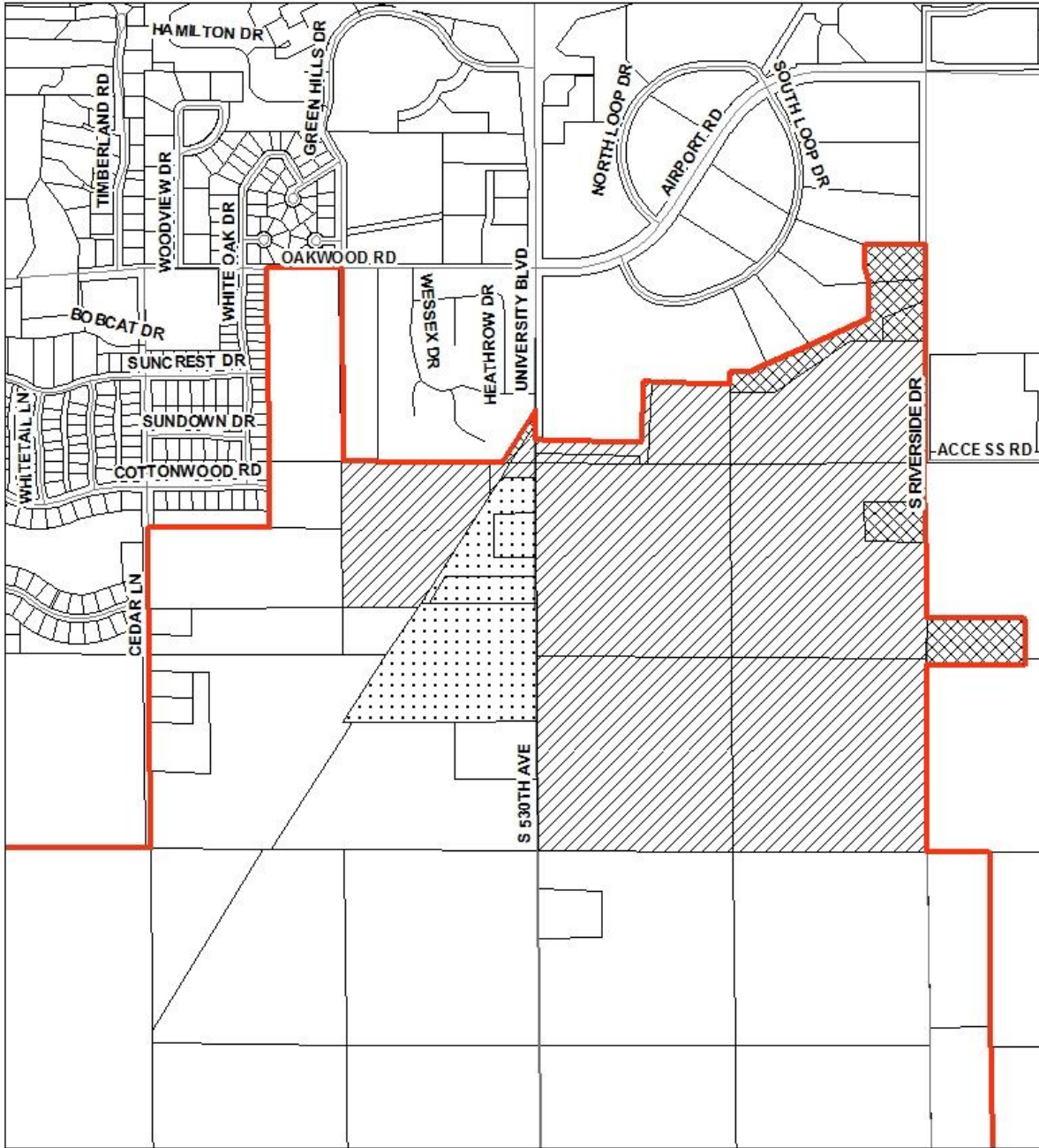
-  Ames Corporate Limits
-  Consenting Properties
-  Non-consenting-Avoid Islands




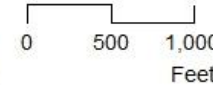
ATTACHMENT C: OPTION 2



ATTACHMENT D: OPTION 3




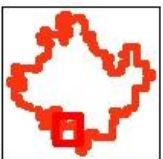




Legend

- Ames Corporate Limits
- Consenting Properties
- Non-consenting-Avoid Islands
- Non-consenting-Uniform Boundaries #2





ATTACHMENT E: FREQUENTLY ASKED QUESTIONS

QUESTIONS REGARDING ANNEXATION

What will be the zoning of my property after annexation and what does that mean? Will it have to change?

Upon annexation, a property is automatically zoned A-Agriculture. It will remain A-Agriculture until action by the City Council to change the zoning map. According to Ames City Code, the property owner, the Planning and Zoning Commission, or the City Council can initiate a zoning map change.

The property will be subject to all the zoning requirements of the City. For any specific question about how the requirements impact a particular property, please contact the Planning Division. However, a residential property in the A-Agriculture zoning district would be allowed to maintain that use indefinitely. If damaged or destroyed, a residential use could be re-established subject to the zoning requirements regarding setback, height, etc. There may be greater restrictions than the county would have on accessory and out buildings.

Inside the City, there are other restrictions that are often not found in the county. For example, discharging a firearm (except on agricultural land) and the burning of garbage is prohibited.

Am I required to disconnect from Xenia and hook up to water service when it comes near my property? Will there be connection fees? Can I connect to the new water main with my existing service line? What inspections will I need?

There is no requirement to connect to city water upon annexation unless you are subject to a covenant with the City of Ames to connect and pay the costs associated with the buyout of rural water. You may continue to use a well or, if you are already an existing Xenia customer, you may continue to purchase water from Xenia. If you choose to connect to the City of Ames water system, you may have to pay the costs of buying out water service territory from Xenia. New connections to Xenia will not be possible.

If you choose to connect to the public water system, you may be subject to an inspection of your plumbing system to determine whether the system has adequate venting and backflow protection to protect the public water system. You will need to correct any deficiencies found in that inspection prior to connecting to the public water system. It may be possible to use your existing service lines if it can be verified that they are made of approved materials and are in a safe condition. Any connection will need a plumbing permit and an inspection. Unless you are subject to a previous agreement with the City, there is a water connection fee, subject to change, of \$18 per linear foot of frontage.

Am I required to hook up to the sanitary sewer when it comes near my property? Will there be connection fees? What inspections will I need?

A connection to the City sanitary sewer system is required only if the existing system needs to be repaired and it is within 200 feet of a public sanitary sewer. The owner will need to obtain a plumbing permit and the connection is subject to review by the Inspections Division. Unless you are subject to a previous agreement with the City, there is a sewer connection fee, subject to change, of \$18 per linear foot of frontage.

The Story County Environmental Health Department does not determine if the septic system is functioning at the time of annexation, nor does the City. The County does inspect on-site septic systems when a house with a septic system is sold, whether it is in the city or out in the county.

If an on-site septic system is abandoned, the septic tank shall be pumped, the tank lid crushed into the tank, and the tank filled with sand or soil. The Story County Environmental Health Department can provide further information.

How will my taxes change after annexation?

After annexation, your property will be subject to the City of Ames levy, but no longer subject to the Rural Service Basic levy. Other levies, for example school district and county, will remain. The total levy for properties in Ames and in the Ames Community School District (for taxes payable July 1, 2013 through June 30, 2014) is \$32.40069 per \$1,000 of taxable valuation. This compares with \$25.51437 per \$1,000 of taxable valuation for property owners in Washington Township in the Ames Community School District. The new levy will not be applied immediately upon annexation but will appear in your property tax statements about 20 months after the first day of the year that the City assessor revalues the property. The Story County web site has a tool to help you estimate your taxes, based on the city and school district in which your property is located. It can be found at: <http://www.storycountyiowa.gov/index.aspx?nid=968>.

Can I continue to heat using LP gas? Am I required to connect to natural gas? If so, when will that be brought to my property?

There are no prohibitions on LP tanks in the A-Agriculture zoning district. If you were to seek a change in zoning to some other residential district, there may be restrictions and be subject to the approval of the Ames Fire Department.

The City's natural gas provider is Alliant Energy. Under the terms of the franchise agreement, the provider must provide natural gas to the property line of anyone who requests in writing to Alliant Energy, to be served. If you wish to connect to natural gas, you will need a permit from the City and have the work inspected.

Under what circumstances can I get a burn permit for trees and brush? Are there fees?

The burning of yard waste is prohibited unless you apply for and obtain a burn permit from the Ames Fire Department. When evaluating an application for a burn permit, the Shift Commander will look at a number of factors, such as hydrant location, fire department access, proximity to combustibles, weather conditions, etc. There is no guarantee that a permit will be issued but the department will always do their best to work with you to find a solution. There is no fee for a burn permit.

I have a building under construction. If I am annexed prior to finishing it, will I need permits to complete it?

The County and the City have different permitting requirements and every project is unique. Please coordinate directly with the Ames Inspection Division to determine permitting needs. Also, please contact the Planning Division to determine zoning requirements for your project.

Important Numbers:

Planning Division	515-239-5400
Inspections Division	515-239-5153
Fire Department.....	515-239-5108
Story County Environmental Health Department.....	515-382-7241

ATTACHMENT F: OAKWOOD ACRES LETTER



LEARNED & ASSOCIATES, P.C.

ATTORNEYS AND COUNSELORS AT LAW
812 ASHWORTH ROAD • WEST DES MOINES, IA 50265

TELEPHONE: (515) 225-8488
FACSIMILE: (515) 225-8495
Web: www.learnedlaw.com

April 16, 2014

Ames City Council
P.O Box 811
515 Clark Avenue
Ames, IA 50010

Dear Council Members:

My firm has been informed of an agenda item on the April 22nd City of Ames Council meeting, regarding discussion of an involuntary annexation of three parcels of property in south Ames previously owned by Floyd and Anna Christofferson.

My client Oakwood Akers, LLC purchased the property on April 12, 2014 from the Christofferson's Trust and are opposed to an involuntary annexation of these parcels into the City of Ames.

Oakwood Akers, LLC has no plans for developing the property, and the agricultural acreage will be farmed during the 2014 crop year.

Please feel free to contact me if you have any questions regarding my client's demand. I can be contacted at 515-225-8488.

Sincerely,

Kevin J Studer
Attorney at Law

cc

Ann Campbell, Mayor:
Gloria Betcher, Ward 1:
Tim Gartin, Ward 2:
Peter Orazem, Ward 3:
Chris Nelson, Ward 4:
Mathew Goodman, At-Large:
Amber Corrieri, At-Large:
Alexandria Harvey, Ex-Officio:
Diane Voss, City Clerk:
Steve Schainker, Manager:

ATTACHMENT G: MORRISON/JONES LETTER

April 14, 2014

Mr. Kuester,

We received your letter on Friday, April 11, 2014, and the short answer to your inquiry is that we have absolutely zero interest in annexation.

We looked at numerous homes/properties before we purchased this one, and ended up where we are very specifically because of the agricultural zoning. We are maintaining our hobby farm with its agricultural zoning, and have no interest in being annexed. That would be counter-intuitive to our plans and future.

There is, however, a longer answer that is worth mentioning to you. We used a Hunziker realtor to sell our previous home and buy our current home. Coincidentally, our current home was also listed by Hunziker realty. At the time we raised the specific concern to our realtor about plans for urban growth or research park expansion in the southern direction. Our concerns were quelled at the time and we were assured that there were no such plans in place. However it is now well known that Hunziker has had a great deal to do with the research park expansion; we are disappointed that neither Hunziker associate did anything to make us aware of this.

Furthermore, a year ago, when we first learned about the third phase of the research park expansion, we immediately called both the city and the county to find out as much information as possible about the effects on our property. The county directed us to the city, and after being transferred a few times from person to person, we were assured (verbally) that it would have no bearing on us. We were told that the city does not initiate annexation to private property owners. Regardless, we still did attend both county and city meetings about the subject. Comments that we made at the city meeting should be recorded in the minutes.

Lastly, we spoke to our neighbor this past weekend as he had received a similar letter from you. Interestingly, we learned that neither of us had contacted the city about options for annexation, and as there are not that many of us in this area, we are left wondering which neighbors might have contacted you as you indicated in your letter.

Thank you for contacting us directly.

JoAnn Morrison and Kate Jones

ATTACHMENT H: FUCHS LETTER

Page 1 of 1

Annexation
Dan Fuchs
to:
ckuester@city.ames.ia.us
04/17/2014 04:55 PM
Please respond to Dan Fuchs
Show Details

Dear Mr. Kuester,

This letter is in response to your letter dated April 10, 2014 regarding possible annexation of our property at 3581 530th Ave.
Please let it be known that we do NOT want to be annexed into the city of Ames.

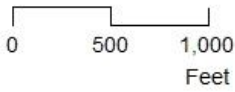
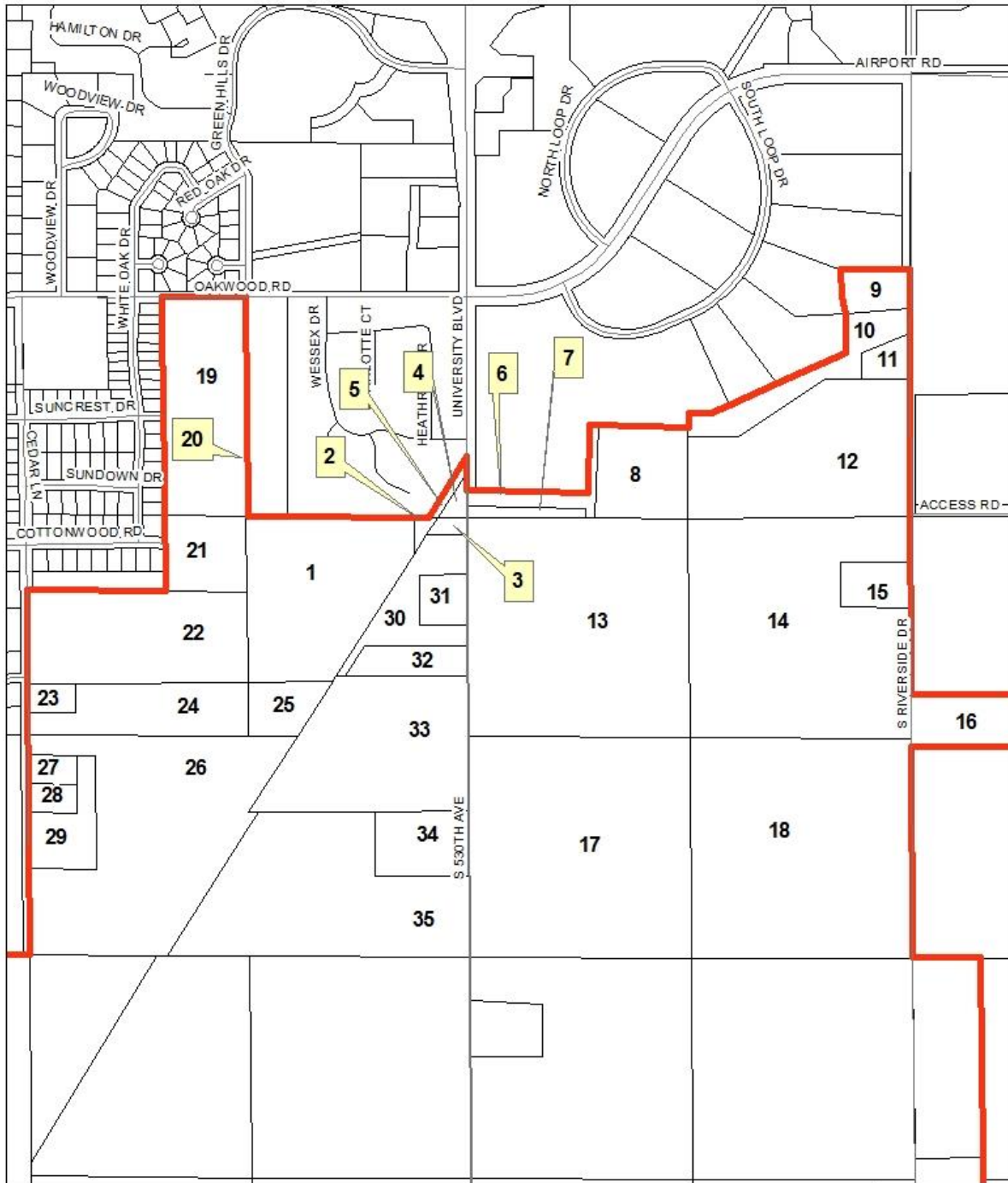
Sincerely,

Daniel and Carmen Fuchs
515-520-1823

file:///C:/Users/charles.kuester/AppData/Local/Temp/notesE1EF34/~web9332.htm

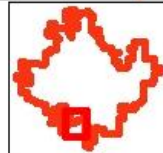
4/18/2014

ATTACHMENT H: OWNERSHIP MAP AND INDEX



Legend

 Ames City Boundary



OWNERSHIP INDEX

MAP NUMBER	NAME	NOTES
1	Reyes	Petitioner
2	RDJ Holdings	Petitioner
3	RDJ Holdings	Petitioner
4	Reyes	Petitioner
5	Plagmann	Needed to avoid an island
6	ISU Research Park	Petitioner
7	ISU Research Park	Petitioner
8	ISU Research Park	Petitioner
9	Forth	Needed to avoid an island
10	Harder	Needed to avoid an island
11	Smith	Needed to avoid an island
12	ISU Foundation	Petitioner
13	ISU Foundation	Petitioner
14	ISU Foundation	Petitioner
15	Riley	Needed to avoid an island
16	May	Needed to avoid an island
17	Hunziker	Petitioner
18	Hunziker	Petitioner
19	Christofferson	Included in Option 2
20	Christofferson	Included in Option 2
21	Christofferson	Included in Option 2
22	Skaarshaug	Part of Allowable Growth Area
23	Engelman	Part of Allowable Growth Area
24	Burgason Enterprises	Part of Allowable Growth Area
25	Burgason Enterprises	Part of Allowable Growth Area
26	Burgason Enterprises	Part of Allowable Growth Area
27	Burgason	Part of Allowable Growth Area
28	Burgason	Part of Allowable Growth Area
29	Harold	Part of Allowable Growth Area
30	Fuchs	Included in Options 2 and 3
31	Morrison/Jones	Included in Options 2 and 3
32	Cammack, et al	Included in Options 2 and 3
33	Roth	Included in Option 3
34	Hicks	Part of Allowable Growth Area
35	Roth	Part of Allowable Growth Area

COUNCIL ACTION FORM

SUBJECT: **AMENDMENT TO SOUTH BELL AGREEMENT WITH DAYTON PARK, LLC**

BACKGROUND:

The City of Ames and Dayton Park, LLC entered into a development agreement on February 4, 2009 in order to establish an urban renewal area and tax increment finance (TIF) district for the construction of the Ames Community Development Park 4th Addition. This development created 14 lots for industrial development and completed the connection of S. Bell Avenue between E. Lincoln Way and SE 16th Street.

The agreement, among other things, requires the developer to construct a series of speculative buildings. The first building was required within 18 months after the completion of the public improvements. The second speculative building was required to be constructed within twelve months of the occupancy of the first (or by July 23, 2013). This requirement was not met by the developer.

The agreement also required the developer to grant to the City a first lien mortgage in the amount of \$350,000 encumbering not less than 6.36 acres of the development. This mortgage was to ensure the completion of the required speculative buildings. This mortgage was never granted and the City is holding no financial security to ensure satisfactory performance by the developer.

At the December 17, 2013 meeting, the City Council directed staff to prepare amendments to the agreement to grant a one-time extension to require the second speculative building to be completed by June 1, 2014. The City Council also directed staff to obtain a letter of credit (rather than a mortgage) and to assess the developer \$12,000 as consideration for non-performance to meet the timeline for completion of the second speculative building and grant an extension.

At the January 28, 2014 City Council meeting, the Council reviewed a letter from Dayton Park, LLC offering amended terms to the development agreement. In response to this request (see attached), City Council directed staff to prepare an amendment to the agreement that required completion of the second building by July 1, 2014 and to accelerate the construction of the third speculative building to be completed by December 31, 2014.

An amendment to the Ames Community Development Park Subdivision 4th Addition Development Agreement has been prepared by staff based on that direction. The agreement has been reviewed by the developer and is signed and ready for execution by the City Council.

The Developer Agreement also includes certain design standards that are incorporated

as covenants for new development. **At the March 25, 2014, City Council asked for a review of the building materials requirements and its relationship to the 2nd speculative building that is currently under construction at 2812 Hyatt Circle.** The covenants with the developer agreement specifies a wide range of materials that are acceptable, but limits the front façade to no more than 60% corrugated metal.

4. Buildings constructed in the Subdivision shall have all exterior surfaces constructed with steel, brick, wood trim, split face block, stone, glass, exterior insulation and finish systems (EIFS), or precast wall panels, or combinations thereof. Any corrugated steel on the front façade shall comprise less than 60 percent of the area of the façade.

The 2812 Hyatt building was approved through a Minor Site Development Plan review in October 2013 with an indication of the use of white metal panels for the exterior finish. Staff did not request additional details about the type of materials at the time of approval. The installed metal panel does have ribbed pattern similar to that associated with corrugated metal. The installed metal panels have a white finish and do not have the traditional unfinished or galvanized metal appearance that can be associated with corrugated steel.

ALTERNATIVES:

1. The City Council can approve the amended Development Agreement for the Ames Community Development Park 4th Addition that requires the developer to complete the second speculative building by July 1, 2014, to commence construction of the third speculative building by July 1, 2014 with completion by December 31, 2014, and to provide a letter of credit to the City in the amount of \$350,000, rather than a first lien mortgage at execution of the agreement.
2. The City Council can deny the request to approve the amended the agreement.
3. The City Council can refer this item to staff for further information.

MANAGER'S RECOMMENDED ACTION:

The development agreement approved in 2009 required certain timeframes for completion of speculative buildings in the South Bell business park. Unfortunately, the timeframe to complete the second speculative building was not met by the developer. The proposed modification to the existing agreement accelerates the construction of the third speculative building by the developer as consideration for the City Council extending the time for the construction of the second building.

This agreement also provides the City with a more liquid form of financial security. With a letter of credit, the City is better able to draw upon any funds than with a mortgage, which would require foreclosure on the property.

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1 as described above, thereby approving the amended Development Agreement for the Ames Community Development Park 4th Addition that requires the developer to complete the second speculative building by July 1, 2014, to commence

construction of the third speculative building by July 1, 2014 with completion by December 31, 2014, and to provide a letter of credit in the amount of \$350,000 rather than a first lien mortgage.

Attachment A-Developer Letter

Date: January 24, 2014

To: Honorable Mayor and City Council

From: Chuck Winkleblack

RE: S. Bell development agreement

Mayor and Council,

In December council directed staff to meet with our organization and make some modifications to our existing agreement as well as impose a penalty for not completing the second spec building per the terms of the agreement.

I met with the planning director to discuss alternatives to the council action that was taken in December. Dayton Park would like to suggest an alternative proposal to the direction that the council gave staff. Rather than pay a penalty of \$12,000 to the city of Ames, I propose that in addition to completing the building under construction prior to July 1 of 2014, Dayton Park also agrees to start another building within the TIF district by July 1, 2014 and completing the building by December 31, 2014.

Dayton Park would also like to amend the agreement to allow for a letter of credit instead of a mortgage for security against future improvements.

Thanks in advance for your consideration.

Respectfully submitted,



Chuck Winkleblack
Hunziker & Associates, Realtors

*Caring People
Quality Programs
Exceptional Service*

TO: Honorable Mayor and City Council
FROM: Kelly Diekmann, Planning and Housing Director
DATE: April 11, 2014
SUBJECT: Residential Maximum Density Comparison

At the April 8th City Council meeting, Council referred a request for information comparing the maximum density standards for residential zoning districts.

The City of Ames has a total of nine zoning districts that are primarily for either existing or new residential development. The traditional Residential Base zones of Article 7 of the Zoning Code define expected minimum and maximum range of density for development through a stated range of the number of units per net acre. The following table summarizes density standards.

Residential Base Zone Summary

Zoning District	Minimum Density	Maximum Density
Low-Density Residential (RL)	None	7.26 units per net acre
Urban Core Residential Medium Density (UCRM)	None	7.26 units per net acre
Residential Medium Density (RM)	7.26 units per net acre	22.31 units per net acre
Residential High Density (RH)	11.2 units per net acre	38.56 units per net acre

The density range is function of minimum lot area required for each unit developed within the base zone and the size of the site. For example, the RL maximum density of 7.26 units per acre is equal to dividing an acre (1 acre = 43,560 sq. ft.) by a RL minimum lot size of 6,000 sq. ft. Zoning districts, such as UCRM, that allow for a range of lot areas per unit are capped by the upper limit of units per acre regardless of the use type and individual lot areas. There are also additional development standards of each zoning district and the Subdivision Code that influence actual density of a new development.

The Floating Suburban (FS) Residential Zoning Districts of Article 12 are somewhat different than the Residential Base Zones in that they contain a mandatory requirement to achieve minimum density while allowing for a wider range of uses. Each building type includes a minimum lot area per unit, but the mix of units results in variable maximum density range to be defined through the rezoning and subdivision review process. The following table summarizes the density requirements.

Floating Zones Residential Summary

Zoning District	Minimum Density	Maximum Density
Village Residential (F-VR)	Average of 8 units per acre	None ^a
Residential Low (FS-RL)	3.75 units per net acre	Lot area per unit type*
Residential Medium (FS-RM)	10 units per net acre	Lot area per unit type*

^a. Village Residential 40-acre minimum site size, no lot area per unit type requirement

* [See Tables 29.1202 \(5\)-1 and \(5\)-2](#)

The lot area per unit type requirement varies based upon single-family detached, single-family attached, and apartment building types. Within FS-RL, the theoretical calculated maximum density is 20 units per acre based solely upon the lot area per unit requirement for attached single-family homes. Within FS-RM, the theoretical calculated maximum density is 30 units per acre based solely upon the lot area per unit requirement for attached single-family homes. Within both zoning district, the maximum building size is restricted to no more than 12 units per building.

The remaining two zoning districts of Residential Low Density Park (RLP) and Residential Planned Development (PRD) are unique zoning districts based upon requirements for Major Site Plan Review and minimum site sizes of 10 acres for mobile home park development and a minimum of 2 acres for planned developments. RLP includes a maximum density of 7 units per acre. PRD has three options for maximum density based upon the choice of a low, medium, or high density residential base zoning that corresponds density limits stated above.

Staff Report

MULTI-MODAL TRANSPORTATION SAFETY IN CAMPUSTOWN

April 22, 2014

BACKGROUND:

In December 2012, the City Council directed staff to investigate ways to reduce bicycle-car and bicycle-pedestrian collisions in Campustown. The existing infrastructure for bicyclists in Campustown is limited, either because bicycling amenities were never installed or because increased concentrations of pedestrians and store entrances have caused a need to prohibit bicyclists on certain sidewalks.

After holding discussions with Campustown Action Association and conducting surveys of bicyclists and business owners, City staff presented a report to the City Council on August 13, 2013. This report determined that removing car parking to accommodate bicycling infrastructure was the most viable way to address car/bike/pedestrian conflicts. The City Council was asked to weigh the tradeoffs between car parking and bicycling. The Council directed staff to establish a task force to identify creative solutions to satisfy both the parking and bicycling needs.

PROCESS:

City staff assembled a task force consisting of representatives from Campustown Action Association, the Iowa State University (ISU) student body, the Campustown business community, and the Ames Bicycle Coalition. The group met in November 2013 to brainstorm potential solutions. City staff developed basic visualizations and preliminary comments for each proposal. The task force met to review the staff comments and prioritize the projects in January 2014.

The task force report was discussed by Campustown Action Association at its January Membership Social. In April, CAA submitted a formal response letter to the report, which is attached. City staff reviewed the report with a subcommittee of the Student Experience Enhancement Council (SEEC) at ISU. This group was established in 2012 to address academic and quality-of-life challenges posed by ISU's record growth in enrollment. The subcommittee indicated that the recommendations would not pose any challenges to that group's efforts, and that any projects undertaken by the City may also be evaluated for use on campus. Finally, a copy of the report was provided to representatives from Kingland Systems, the Opus Group, and Gilbane, Inc., for their comments. These companies are presently involved in the three largest redevelopment projects in Campustown.

PROPOSALS:

The task force ranked and evaluated 11 potential projects, which are detailed in the attached report. Several of the proposals were intended to be implemented in combination. For example, the project to address City Parking Lot X would have little direct benefit to cyclists and pedestrians, but it may be a necessary tradeoff for businesses if one of the projects that removes parking elsewhere was implemented. The projects (from highest to lowest priority) are as follows:

1. Install Bike Lanes or Cycle Track on Chamberlain Street and Sharrows on North-South Roads – This project would remove the parking on one side of Chamberlain Street to create dual bike lanes or a cycle track (see definitions on page 7). Hayward, Welch, Stanton, Lynn, and/or Ash Avenues would receive sharrows. This project would have costs of approximately \$200 to restripe Chamberlain and the sharrows could cost up to \$76,000 if all the proposed streets are marked and heavy-duty markings are used. Heavy duty tape markings provide better visibility and are expected to last two to ten years. A lower-cost option could be to paint the sharrows, which would only last one to two years and would cost approximately \$5,400.

2. Install Bike Detection at Lincoln Way Intersections and Include Bike/Ped Priority – This project would replace older in-ground inductive loop vehicle detectors with newer radar units that can also detect bicycles. These detectors are becoming a standard intersection installation component due to their improved reliability and lower long-term cost. This project would prioritize the installation of these detectors at three Campustown intersections (Lincoln/Welch, Lincoln/Hayward, Lincoln/Lynn). Additionally, these intersections may be programmed to provide a dedicated bike/pedestrian movement prior to vehicle movements. Installing new radar units would cost \$18,500 for each full intersection. The intersection at Hayward Avenue and Lincoln Way is scheduled to be upgraded this summer.

3. Install Wayfinding Signage to Direct Users to Intermodal/Other Facilities – Campustown Action Association has already initiated plans to develop a wayfinding signage program for Campustown. This program would be helpful to encourage motorists to park at area parking facilities on the edges of the district rather than drive through the district to search for parking. This would help reduce vehicle congestion and conflicts in the center of Campustown. This project has been discussed and supported by the Campustown Action Association. Costs cannot be determined at this time due to the fact that no branding has been finalized. Depending on complexity of signs, they could potentially be made by City staff.

4. Install Sharrows/Bike Lane(s) Along the 100 Block of Welch Avenue – This project would remove or adjust the bump-out light fixtures from Welch Avenue and eliminate parking on one side of the block. This would provide space for installation of dual bike lanes. This project would also reduce operational challenges the City faces with maintaining the Welch Avenue roadway. It would cost approximately \$2,600 to

remove the bump outs on Welch Avenue and approximately \$15,000 to move the street lights. Painting would cost approximately \$100 for the restriping of Welch Avenue.

5. Install a Bike Lane Along Lincoln Way – This project would remove the parking along the south side of Lincoln Way from Hayward to Lynn and install an eastbound bike lane. The remaining space from the removal of the parking could be repurposed to allow for wider sidewalks, parklets, and/or sidewalk cafes in the future. It would cost approximately \$17,000 to move intakes and remove bump outs at the intersections. The cost could potentially be higher due to the amount of utilities in this corridor. One streetlights at the corner of Stanton Ave. and Lincoln Way would need to be relocated at a cost of approximately \$5,000.

6. Remove Trees, Adjust Lighting Along Welch and Lincoln Way – This project would remove the trees primarily along Welch Avenue and Lincoln Way, and would move streetlights out of the roadway. Without the trees, lighting would provide for safer cycling and pedestrian activities. Additionally, the trees currently pose obstacles to sidewalk users. The trees could be replaced with planters situated more strategically so as to not create obstacles. Removal of the trees also eliminates maintenance and public health challenges for the City. The trees along Lincoln Way and Welch Avenue abutting the Kingland property were recently approved for removal by City Council. A new landscaping plan for this area has not been submitted. The cost of removing the trees, if done by a contractor, could potentially cost approximately \$24,000. The cost of upgrading lighting is undetermined as a style and make of light would largely influence the cost.

7. Education Campaign for ISU Students and Public on Rights/Responsibilities of Roadway Users – This project would involve working with ISU and other partners to develop educational materials for new students, residents, and others to be aware of the rights and responsibilities of different user groups.

8. Adjust Parking Fees – This project would analyze the parking rates and timing of meters and area parking facilities. Rates and times could be adjusted to encourage motorists to park in facilities with ample parking on the edges of the district and walk into Campustown rather than to drive through Campustown to park.

9. Coordinate Bike Parking – The City has placed several bike racks throughout Campustown. This project would involve evaluating those locations and removing, moving, or adding bike racks in a way that reduces obstacles to users. New U-shaped bike racks cost approximately \$150 each and staff believes that 4-6 more could be placed in the Campustown area.

10. Coordinate Continuity of Routes with ISU – This project would involve City staff coordinating with ISU to identify key bike routes onto and off of campus, and developing plans to support those interfaces.

11. Make Lot X More Usable, More Attractive to Drivers – This project would involve upgrading infrastructure and beautifying Lot X to encourage motorists to park in it rather than looking for on-street parking. This would have indirect effects in reducing congestion through the center of Campustown. Other projects that may reduce on-street parking may be combined with this proposal as a way to address business owner concerns over parking losses. This project would need to be studied more to determine costs. Depending on the extent of the renovation, costs could easily reach into hundreds of thousands to address lighting, paving, utilities, and other amenities.

STAFF COMMENTS:

After reviewing the task force's projects in detail, City staff believes the projects fall into three general groups:

Non-Infrastructure and Minor Infrastructure Projects: City staff believes there would be little or no opposition from businesses, pedestrians, or bicyclists to completing these projects. These projects could each help address transportation challenges in a unique way, and could likely be implemented within current budgeting and planning constraints or with minor amendments to the budget. These include the following projects:

2. Install Bike Detection at Lincoln Way Intersections and Include Bike/Ped Priority
3. Install Wayfinding Signage to Direct Users to Intermodal/Other Facilities
7. Education Campaign for ISU Students and Public on Rights/ Responsibilities of Roadway Users
8. Adjust Parking Fees
9. Coordinate Bike Parking
10. Coordinate Continuity of Routes with ISU

Non-Incremental Infrastructure Projects: Of the remaining projects, two require irreversible changes to infrastructure. After further study, the task force also determined that these two projects may have positive benefits, but would not substantially reduce conflicts between different modes of transportation. These projects are:

6. Remove Trees, Adjust Lighting along Welch and Lincoln Way
11. Make Lot X More Usable, More Attractive to Drivers

Street Alteration Projects: These final projects again involve the key philosophical question of how to balance parking versus biking infrastructure in a finite space:

1. Install Bike Lanes on Chamberlain and Sharrows on North/South Roads
4. Install Sharrows/Bike Lanes along the 100 Block of Welch Avenue,
5. Install a Bike Lane along Lincoln Way

OPTIONS:

The following options available to the City Council may be combined based upon the Council's interests:

1. **Direct staff to pursue the non-infrastructure projects and minor infrastructure projects (projects 2, 3, 7, 8, 9, and 10).** These projects can be completed within current budget and planning constraints or with few modifications. Staff would report back to the City Council with any budget amendments needed as appropriate.
- 2a. **Direct staff to pursue the street alteration projects (projects 1, 4, and 5) as recommended by the task force.** These projects are permanent alterations to the parking and biking infrastructure. City staff would have to report back to the Council with budget estimates for design and construction costs, and the projects would be incorporated into the Capital Improvements Plan.

After further discussion regarding this option, City staff believes that the areas identified in projects 1, 4, and 5 are critical to addressing bike/car/pedestrian conflicts. However, staff believes that the specific strategies (sharrows/bike lanes/cycle track) proposed during the task force discussions may require adjustment. Therefore, City Council may wish to consider option 2b, which allows for staff to test temporary strategies rather than immediately modifying the streetscape.

- 2b. **Direct staff to pursue the street alteration projects (projects 1, 4, and 5) using the NACTO interim strategies in lieu of permanent alterations.** Staff would need direction on the scope of alterations that would be acceptable to the Council for interim projects. After a trial period, staff would report back to the Council regarding the effectiveness of the interim strategies and recommend next steps.

The *National Association of City Transportation Officials (NACTO) Urban Street Design Guide* provides interim strategies to address conflict-prone areas like Campustown. These strategies use signs, roadway markings, paint, planters, trees, benches, and other temporary objects to shape the space rather than permanently re-constructing the streetscape. For example, instead of pouring concrete to establish a curb-separated cycle track, the NACTO guide might suggest using removable plastic bollards to create a separation. These strategies allow for cost-effective experimentation. Then, after a successful interim solution is found and has gained community support, a capital improvement can be undertaken to make the changes permanent.

Some of the possible temporary strategies from this guide are indicated in the table below. Not all strategies are appropriate for each of the areas. Potential

strategies that may be appropriate to address the four identified areas include the following:

Area	Temporary to Permanent Strategies						
	Less Intensive			More Intensive			
	Sharrows	Painted Bike Lane	Painted Cycle Track	Removable Bike lane	Interim Sidewalk Widening	Bike Corral/ Parking	Parklets
Chamberlain	X	X	X			X	
North/South Routes	X	X			X	X	X
100 Block of Welch	X	X		X	X		X
Lincoln Way		X		X	X	X	X

If the City Council chose to proceed with addressing these areas, City staff would request direction from Council regarding which of the four areas above should receive temporary alteration, and whether staff may consider all or only some of the potential strategies. City staff would report back with recommendations for further steps, if any, after the strategies have been tested.

3. **Direct staff to pursue the non-incremental infrastructure projects (projects 6 and 11).** These projects are permanent alterations to the streetscape and Parking Lot X. City staff would have to report back to the Council with budget estimates for design and construction costs, and the projects would be incorporated into the Capital Improvements Plan.

Staff realizes that the challenges addressed in this report may be new to some members of the City Council. Further, a separate group has also been tasked with addressing space issues related to sidewalk cafes and food vendors. Council may choose to take this current report under advisement until the report is received from that second working group. That could allow Council to make more comprehensive and cost-effective decisions regarding all of the related needs and opportunities in Campustown.

Strategy Descriptions:

Sharrows – A pavement marking used to encourage bicyclist positioning to reduce the chances of impacting the open door of a parked vehicle, alert road users that bicyclists may be in the lane, and to reduce the incidence of wrong-way bicycling.



Bike Lane – A lane restricted to bicycles only, 4-5 feet in width and is designated for one-way travel. Roadways may have a bike lane in one direction, bike lanes in both directions, or a bike lane in one direction and a sharrow in the opposite direction.



Cycle Track – A two-way area designated for bicycles only. This lane typically has bollards or a raised curb to separate bicyclists from vehicle traffic. The separation greatly reduces the chances of a bicyclist striking the opening door of a parked car.



Sidewalk Widening – Using planters, bollards, art, or other objects to temporarily create a larger space for walking, sidewalk cafes, or biking on the sidewalk. An elevated platform can be placed in the street to extend the sidewalk.



Bike Corral – A bike rack for 15-30 bicycles, placed on the street in a standard parking space. These structures could be placed seasonally or permanently. Placing a large bike corral on the street instead of several smaller racks can reduce streetscape clutter, but may be less convenient for bicyclists.



Parklet – A temporary structure for seating, gathering, or other activities, built to take up a standard parking stall. These can be used to free space on the existing sidewalks.





campustown
action
association

Honorable Mayor Campbell and City Council
Ames City Hall
515 Clark Avenue
Ames, IA 50010

April 16, 2014

RE: Campustown Transportation Alternatives Report

Dear Honorable Mayor Campbell and City Council,

Campustown Action Association (CAA) was pleased to receive the Campustown Transportation Alternatives Report, compiled by City of Ames staff. One of the six goals of CAA's Five Year Strategic Plan (2012-2017) is to increase the strength of all modes of transportation through Campustown and this work done by the Transportation Task Force, in which CAA also participated, will be another step forward in achieving this goal.

Campustown Action Association endorses the priorities outlined within the report, but encourage City Council to save parking wherever possible EXCEPT on Lincoln Way where we feel that parking is not compatible with bike and multimodal usage. We encourage the City to move to remove parking along Lincoln Way from Hayward Street to Lynn Avenue as a way to create wider sidewalks for outdoor cafes and other activities and a bicycle lane for cyclists to safely bike from West Ames to the Iowa State campus. Several of the priorities highlight ways to showcase our other parking alternatives, including new signage at our four surface parking lots and the Ames Intermodal Facility, which all include public parking options. We support sharrows on Welch Avenue and Chamberlain Street.

We also encourage City Council to look at the Lincoln Way bicycle lanes as part of a larger goal in creating bike lanes throughout Ames to connect West Ames to Campustown, the Iowa State Center, and farther east to the Ames Main Street Cultural District.

We thank the City of Ames and the staff involved in working with the Transportation Task Force to create these eleven priorities for our business district as we continue our common goal of making Campustown a fun and safe business district for customers of all ages.

Sincerely,

Anne Taylor

CAA Board President

Kim Hanna

CAA Director

Campustown Transportation Alternatives Task Force

Final Report

January 2014



Task Force Members:

Sarah Olson, Government of the Student Body
Doug Ziminski, Campustown Business Owner
Claudio Gianello, Campustown Business Owner
Paul Doffing, Ames Bicycle Coalition
Mitchell Kenne, Iowa State University Student
Father Al Aiton, St. John's by the Campus
Kim Hanna, Campustown Action Association
Trevin Ward, Campustown Action Association
Barry Snell, Government of the Student Body

City of Ames:

Damion Pregitzer, Traffic Engineer
Corey Mellies, Public Works Operations Superintendent
Brian Phillips, Management Analyst

Purpose and Background

In August 2013, the City Council directed City staff to establish a task force to identify creative solutions to address bicycle-car and bicycle pedestrian collisions in Campustown. Over the span of two meetings, this task force developed criteria to measure potential solutions, brainstormed projects, and prioritized projects based on descriptions prepared by City staff.

The projects that were pursued and included in this report were considered against the following criteria:

1. Safety/security
2. Maintenance/quality
3. Multi-modal design (user groups and purposes)
4. Support business climate
5. Align with natural flow/use
6. Cost
7. Effect on parking
8. User fees

Comments for each project were received in each criterion from City staff and members of the task force. Scores from 1-4 were assigned to each criterion, with 1 being characteristics that are least challenging/most desirable and 4 being those characteristics that are most challenging/least desirable. With regard to the “Cost” criterion, the scoring is as follows:

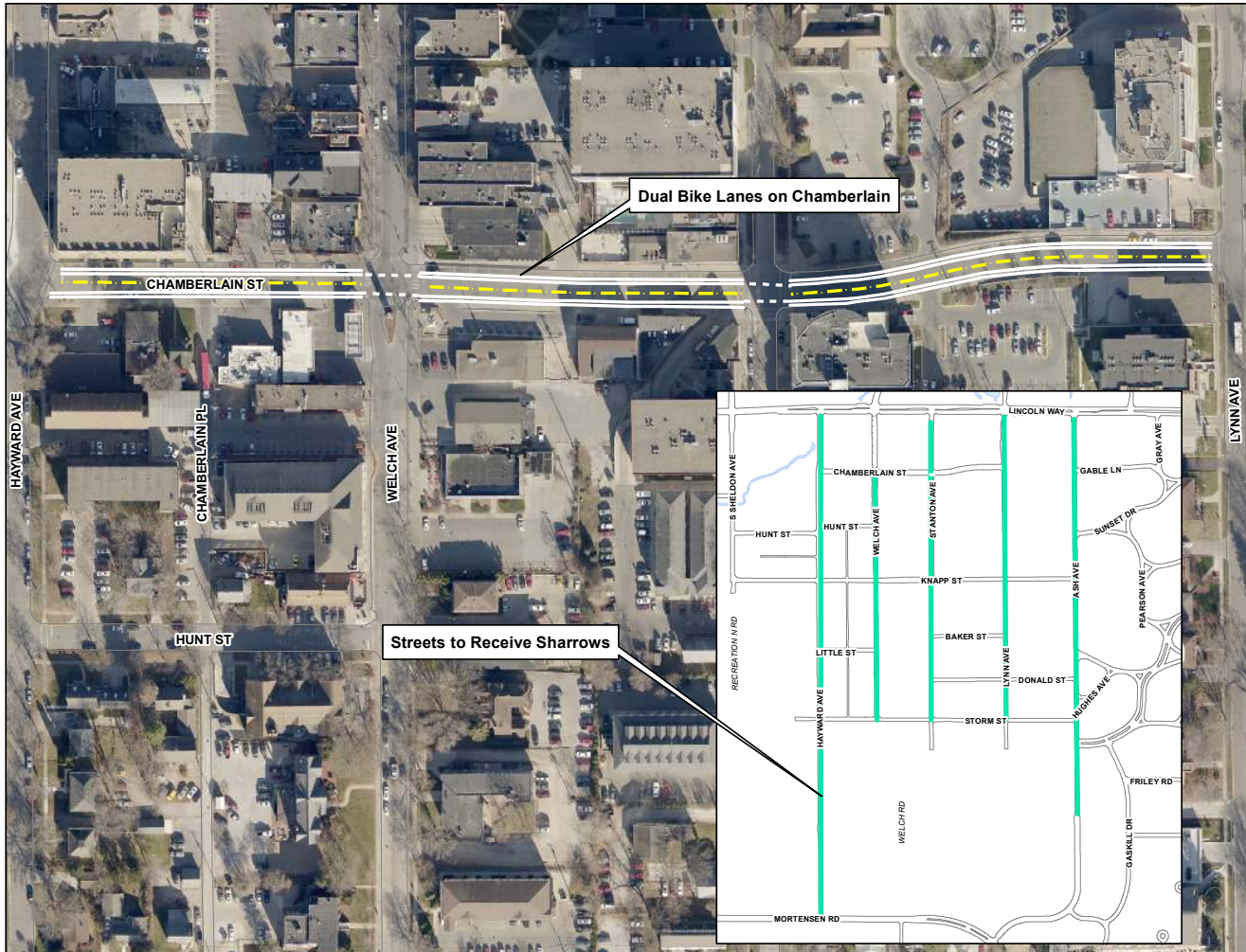
1. Can be absorbed in existing operating budget
2. A single-year CIP project
3. A multi-year CIP project
4. A project that would require a multi-year master plan

The projects that follow are presented in their priority order, with the first project shown being the highest priority of the task force and the last project being the lowest priority.

For reference, the following projects were identified in the brainstorming session, but were **NOT** pursued by this task force:

1. Integrate bike improvements used in Campustown into the City-wide biking infrastructure
2. Move parking to the north side of Lincoln Way/improve the north side of Lincoln Way
3. Use project suggestions from the NACTO Interim Guide
4. Install signage to warn bicyclists and drivers to be careful around opening car doors
5. Convert 100 block of Welch Avenue to a pedestrian mall
6. Install retractable bollards on the 100 block of Welch Avenue to create a weekend bike/ped space
7. Reduce lanes of travel on Lincoln Way to accommodate biking and pedestrian uses
8. Implement traffic calming on Lincoln Way (such as a raised intersection)
9. Install textured sidewalk to encourage walking closer to businesses and biking near the curb.
10. Install signage encouraging bicyclists to slow down
11. Install a bike lane next to the parallel parking on Lincoln Way

Install Bike Lanes or Cycle Track on Chamberlain and Sharrows on North/South Roads

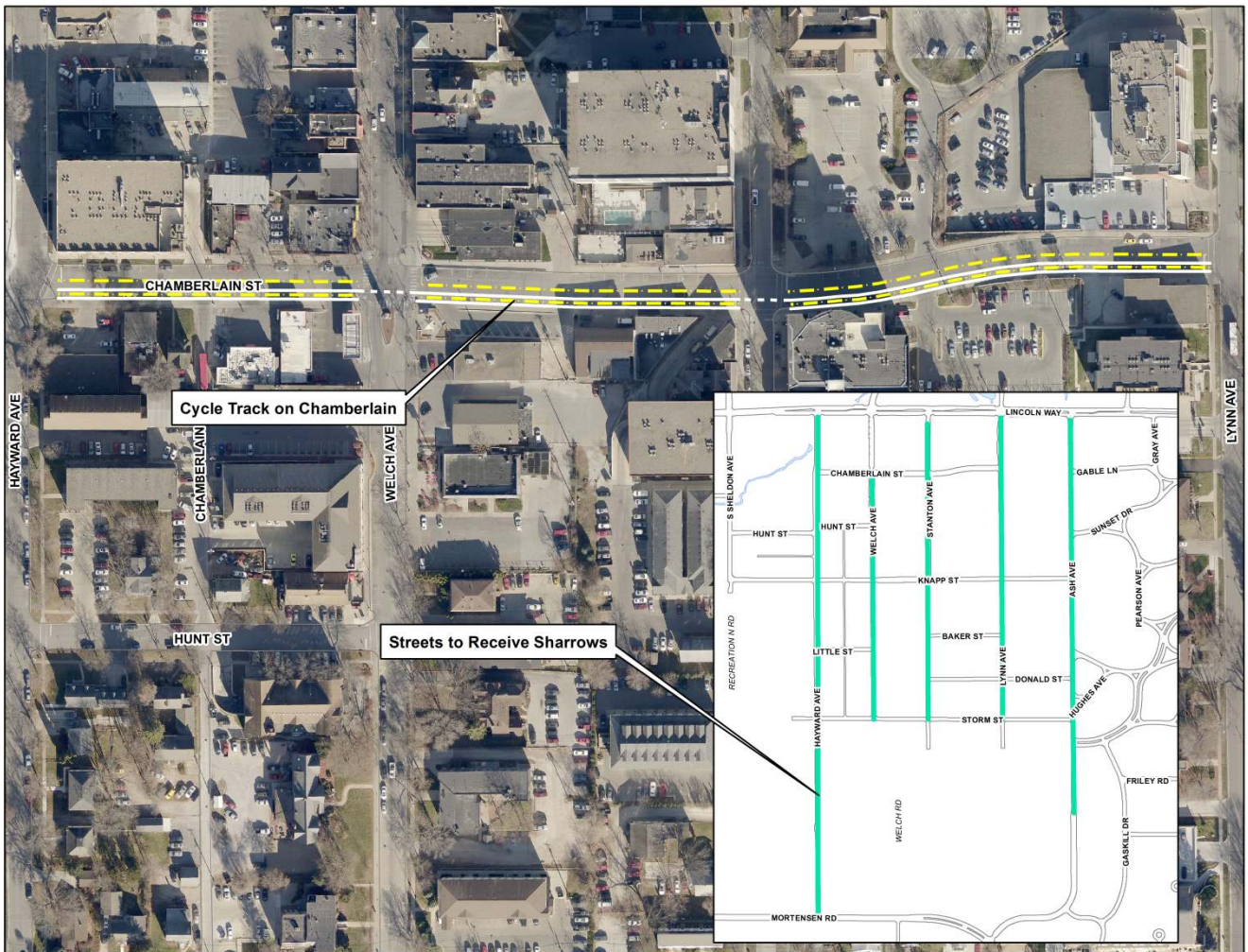


Description:

Chamberlain currently consists of a 41-foot wide pavement with two 9-foot parking areas provided on the north and south. There are currently 60 total spaces from Hayward Ave. to Lynn Ave. with 35 on the north side and 25 on the south side. Two five-foot bike lanes would be added by removing parking along the south side of the street. To avoid any conflict with cars it may also be feasible to install a dedicated cycle track on the south side of Chamberlain (see illustration on next page). North/south route sharrows would be installed on Hayward Ave. from Lincoln Way to Mortensen Road, Welch Ave. from Chamberlain to Storm St., Stanton Ave. from Lincoln Way to Storm St., Lynn Ave. from Lincoln Way to Storm St. and Ash Ave. from Lincoln Way to the existing cycle track.

(continued)

Graphic indicating an alternative, with a dedicated cycle track on Chamberlain Avenue and sharrows on north/south routes:



Safety/Security **Score: 2**Comments:

This project would reduce bicycle and car interactions by providing a dedicated space for cyclists in the bike lanes and by increasing motorist awareness of cyclists on the sharrow routes. This area has a history of prior bicycle and car collisions. Installation of bike lanes on both sides of the road would be safer than on a single side because with a bike lane on just one side, bike traffic must cross car traffic on the street at some point.

Maintenance/Quality **Score: 2**Comments:

This project would only require maintenance of the pavement markings and signs, which would be minimal. The street would be easier to remove snow from with fewer cars. This project would also result in fewer parking meters to maintain.

Multi-modal Design (user groups and purposes) **Score: 2**Comments:

There is no pedestrian or transit coordination benefit to this project. This project would extend biking routes from the intermodal facility. It would address both destination and pass-through traffic.

Support Business Climate **Score: 3**Comments:

Businesses may be concerned with the removal of parking. However, this project would make possible a higher density of users by replacing lost vehicle parking capacity with substantially greater pedestrian and bicyclist capacity.

Align with Natural Flow/Use **Score: 2**Comments:

A connection to the intermodal was requested by direct user feedback. This project would connect the Campustown business district core with west Ames and residences to the south and east. Chamberlain is an east-west alternative to Lincoln Way.

Cost **Score: 1**Comments:

This project could be accommodated within the existing operating budget. This east-west connection would be a lower cost alternative than modifying Lincoln Way.

Effect on Parking **Score: 3**Comments:

There is a net loss of 25 metered parking spaces and non-metered on-street parking with this project. The loss of metered parking may be absorbed by area parking facilities. The loss of parking further east near the Greek community may be more problematic because there are fewer parking alternatives available.

User Fees **Score: 3**Comments:

This project would result in a loss of parking revenue.

Install Bike Detection at Lincoln Way Intersections and/or Include Bike/Ped Priority



Description:

This project would install radar detection units capable of detecting bicyclists at the intersections of Lincoln Way and Hayward Avenue, Lincoln Way and Welch Avenue, and Lincoln Way and Lynn Avenue. The traffic signals would be programmed to provide dedicated walk/bike movements prior to vehicular traffic movements. This type of signal detection does not impede emergency response exceptions.

Safety/Security **Score: 2**Comments:

This project does not provide physical protection. However, it does protect bicyclists by reducing the need to travel in and out of the sidewalk area to press the pedestrian push button. It also protects bicyclists who would cross against the signal rather than waiting for a vehicle to trip the traffic signal. This feature may be accompanied by a painted symbol in an area near the stop bar that indicates where bicycles should stop to be detected.

Maintenance/Quality **Score: 1**Comments:

This type of detection is more reliable than traditional inductive-loop traffic detectors. It has become a standard feature of new traffic signal installations.

Multi-modal Design (user groups and purposes) **Score: 2**Comments:

Bicyclists will see improvement for both destination and pass-through traffic, although if this encourages more bicyclists to be on the road additional space may become available on the sidewalk for pedestrians. This project does not improve transit or vehicular traffic.

Support Business Climate **Score: 1**Comments:

Bicyclists would be accommodated on the street instead of on the sidewalk, which may improve the traffic flow in front of businesses.

Align with Natural Flow/Use **Score: 1**Comments:

These intersections are heavily used by bicyclists.

Cost **Score: 2**Comments:

This project would require incorporation into the City Budget or Capital Improvements Plan. Over time, intersections across the City will have this type of detection. However, Campustown intersections could be prioritized for installation in the next few years.

Effect on Parking **Score: 1**Comments:

No comments

User Fees **Score: 1**Comments:

No comments

Install Wayfinding Signage to Direct Users to Intermodal/Other Facilities

Sign Family Overview



Description:

Currently there is no unified system to direct motorists to public parking facilities in Campustown. This project would develop a program for wayfinding signage in Campustown that directs motorists to the Intermodal Facility, the Memorial Union Parking Ramp, and/or other area parking facilities.

Safety/Security **Score: 1**Comments:

A wayfinding system would more efficiently direct motorists to their desired destinations, reducing the traffic from drivers who are looking for parking or other facilities. However, this does not provide any physical barrier or protection.

Maintenance/Quality **Score: 1**Comments:

Standard sign maintenance can be absorbed into City maintenance budget. Specialty signage may increase maintenance costs.

Multi-modal Design (user groups and purposes) **Score: 1**Comments:

This project would address a variety of users and both destination and pass-through traffic. Parking at area facilities and walking also aligns with the goals of the Smart 150 Challenge to support more sustainable transportation alternatives.

Support Business Climate **Score: 1**Comments:

Helping users identify and use parking facilities and other points of interest should help shoppers stay in the Campustown area.

Align with Natural Flow/Use **Score: 1**Comments:

This project would guide people to the parking and destinations they seek.

Cost **Score: 1**Comments:

This project could be accommodated within the existing operating budget. Standard signs can be absorbed into the existing City budget. Specialty signage may increase costs.

Effect on Parking **Score: 1**Comments:

Better signage may guide more motorists to parking ramps and create less dependence on on-street parking.

User Fees **Score: 1**Comments:

More parking in the ramps could improve revenues, which would mitigate parking rate increases in the future.

Install Sharrows/Bike Lane(s) Along the 100 Block of Welch Avenue



Description:

Welch Ave. currently consists of a 41-foot wide pavement with two 9-foot parking lanes on the east and west with bump-outs that currently have street lights installed in them. This project would remove 11 spaces on the east side that would allow for the installation of two 5-foot bike lanes. This project would require the relocation of the lights on the east side, removal of the bump outs, and intersection work at Lincoln Way and Welch and Chamberlain and Welch. There could be a safety concern at times with pedestrians and delivery vehicles occupying the bike lane space.

Safety/Security **Score: 2**Comments:

This project would reduce bicycle and car interactions by providing a dedicating bicycling lane. Signage and road markings would increase motorist awareness of bicycles and increase bicyclist confidence. This area has a history of prior bicycle and car collisions. However, this project would not address some conflicts between bikes, pedestrians, food carts, and driveways along Welch Avenue.

Maintenance/Quality **Score: 1**Comments:

The street would be easier to remove snow from with fewer cars and with the removal of the bump-outs on Welch Avenue. This project would also result in fewer parking meters to maintain.

Multi-modal Design (user groups and purposes) **Score: 2**Comments:

There is no pedestrian or transit coordination benefit to this project. This project would extend biking routes from the intermodal facility. It would address both destination and pass-through traffic.

Support Business Climate **Score: 3**Comments:

Businesses may be concerned with the removal of parking. However, this project would make possible a higher density of users by replacing lost vehicle parking capacity with substantially greater bicyclist capacity.

Align with Natural Flow/Use **Score: 2**Comments:

A connection to the intermodal was requested by direct user feedback. This project would connect the Campustown business district core with west Ames and residences to the south and east.

Cost **Score: 2**Comments:

This project would require incorporation into the City Budget or Capital Improvements Plan.

Effect on Parking **Score: 3**Comments:

There is a net loss of 11 metered parking spaces. The loss of metered parking may be absorbed by area parking facilities.

User Fees **Score: 3**Comments:

This project would result in a loss of parking revenue.

Install a Bike Lane Along Lincoln Way



Description:

This project would install a bike lane along the south side of Lincoln Way. The removal of parking on Lincoln Way from Hayward Ave. to Lynn Ave. would result in the loss of 36 parking spaces. The existing parking lane is nine feet wide; five feet would be needed for a bike lane. The remaining space could be used as an interim parklet space to effectively widen the sidewalk in this area. This would require some intersection work and potentially moving light poles to accommodate the bike lane. No bike lane would be installed on the north side of Lincoln Way because that side has an existing, adequate width shared-use path.

Safety/Security **Score: 2**Comments:

This project would eliminate conflicts between vehicles attempting to parallel park and traffic continuing through on Lincoln Way. This project would reduce bicycle and car interactions by providing a dedicated space for cyclists in the bike lanes. Signage and road markings would increase motorist awareness of bicycles. This area has a history of prior bicycle and car collisions. There is potential for increased space for pedestrians on widened sidewalks.

Maintenance/Quality **Score: 1**Comments:

The street would be easier to remove snow from with fewer cars. This project would also result in fewer parking meters to maintain.

Multi-modal Design (user groups and purposes) **Score: 1**Comments:

This project would make it easier for cars, pedestrians, bicyclists, and transit buses to navigate the Lincoln Way corridor. The project would create enhancements for both pass through and destination traffic.

Support Business Climate **Score: 4**Comments:

Businesses may be concerned with the removal of parking. However, this project would make possible a higher density of users by replacing lost vehicle parking capacity with substantially greater pedestrian and bicyclist capacity. This project also might create the opportunity for sidewalk cafes or other new activities on newly widened sidewalks.

Align with Natural Flow/Use **Score: 1**Comments:

This is the highest traffic corridor for cars, pedestrians, bicyclists, and transit buses in the Campustown area. The area between Lynn Avenue and Beach Avenue does not have space for bike lanes and does not have shared-use paths. Therefore, future projects might be needed to extend bicycle routes to the east.

Cost **Score: 1**Comments:

This project could be accommodated within the existing operating budget. A lower cost interim solution could create bike lanes and widen the sidewalks with narrow parklets. A permanent solution would score as more intensive due to the need to install new sidewalk, curb, storm sewer, etc.

Effect on Parking **Score: 4**Comments:

There is a net loss of 36 metered parking spaces. The loss of metered parking may be absorbed by area parking facilities.

User Fees **Score: 3**Comments:

This project would result in a loss of parking revenue.

Remove Trees, Adjust Lighting Along Welch and Lincoln Way



Description:

This project would remove trees on Lincoln Way from Hayward Ave. to Stanton Ave. and on Welch Ave. from Lincoln Way to Chamberlain St. In total, 45 trees would be removed. This would also allow for lighting upgrades and provide more light to this area for pedestrians and vehicles as not having tree canopy affects the lights. Planters may be installed as an alternative, situated more strategically than the existing trees. This project would improve night-time bicycling safety and reduce the obstacles for bicyclists in the Campustown area.

Safety/Security **Score: 1**Comments:

This project would improve visibility for pedestrians and bicyclists, particularly at night. It would also improve security. A larger space would be created for pedestrian movement. The removal of trees would also reduce hygienic concerns from crow feces. This project may improve visibility for vehicles entering parking and the fire station.

Maintenance/Quality **Score: 1**Comments:

Assuming the lights are moved out of the street, snow removal would be substantially easier. Removal of the trees would reduce the amount of sidewalk clean up required to address crow feces. Trees would no longer need to be pruned. Tree grates would no longer need to be maintained and cleaned, and sidewalks would require less maintenance.

Multi-modal Design (user groups and purposes) **Score: 2**Comments:

Removing obstacles on the sidewalks could potentially create enough space to allow for bicycle use on the sidewalk. However, this project would primarily benefit pedestrians, and only somewhat affect bicyclists.

Support Business Climate **Score: 1**Comments:

Although CAA supports their removal, trees may be desirable to some businesses. Removal of the trees increases visibility for storefronts and signage, and provides more space for customers on sidewalk. This project would also create a more welcoming environment by reducing hygienic issues from crows.

Align with Natural Flow/Use **Score: 1**Comments:

This project would address the most heavily used streets in Campustown.

Cost **Score: 2**Comments:

This project would require incorporation into the City Budget or Capital Improvements Plan.

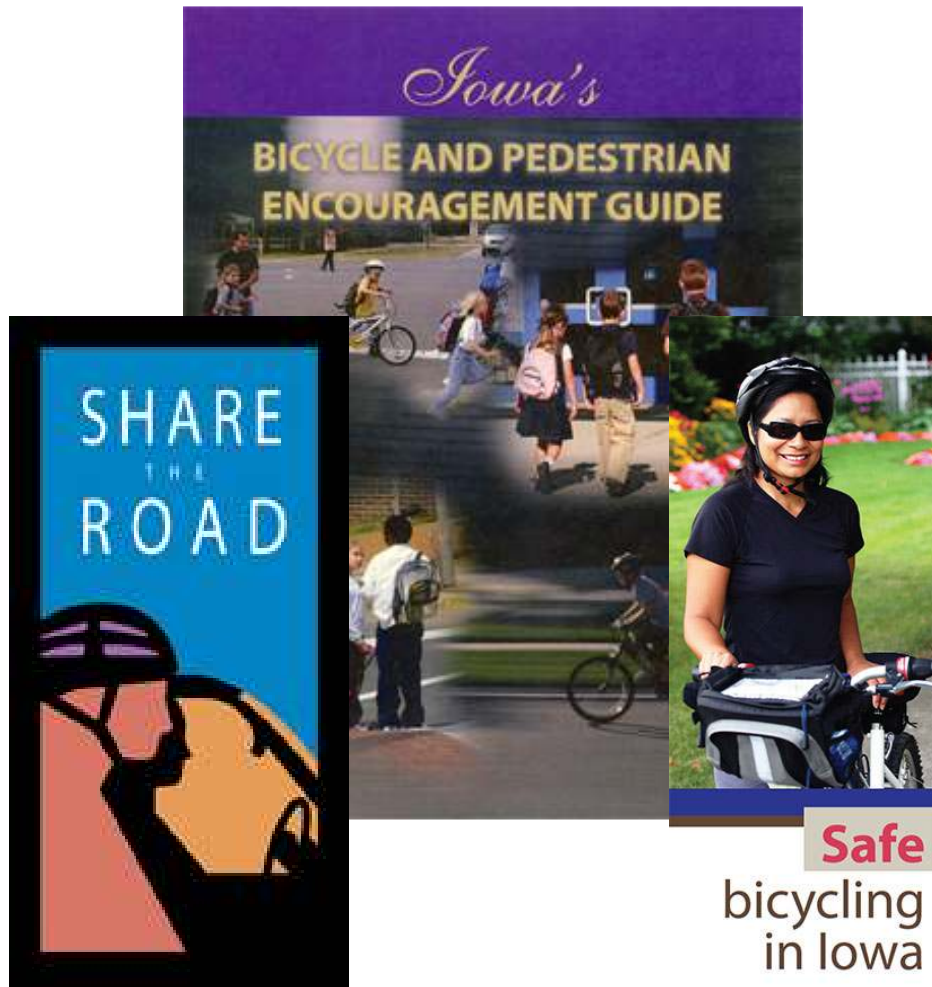
Effect on Parking **Score: 1**Comments:

No comments

User Fees **Score: 1**Comments:

No comments

Education Campaign for ISU Students and Public on Rights/Responsibilities of Roadway Users



Description:

Work with incoming ISU students through orientation and Destination Iowa State to educate them on the rights and responsibilities of both motorists and bicyclists in the Campustown area. Should include and be coordinated with the University, ISU Police Department, and Ames Police.

Safety/Security **Score: 1**Comments:

An education campaign could build awareness and develop a culture of educated cyclists, motorists, and pedestrians.

Maintenance/Quality **Score: 1**Comments:

No comments

Multi-modal Design (user groups and purposes) **Score: 1**Comments:

This project would address users of all modes of transportation.

Support Business Climate **Score: 1**Comments:

No comments

Align with Natural Flow/Use **Score: 1**Comments:

No comments

Cost **Score: 2**Comments:

This project would require incorporation into the City Budget or Capital Improvements Plan. The cost is dependent on the duration and extent of the campaign.

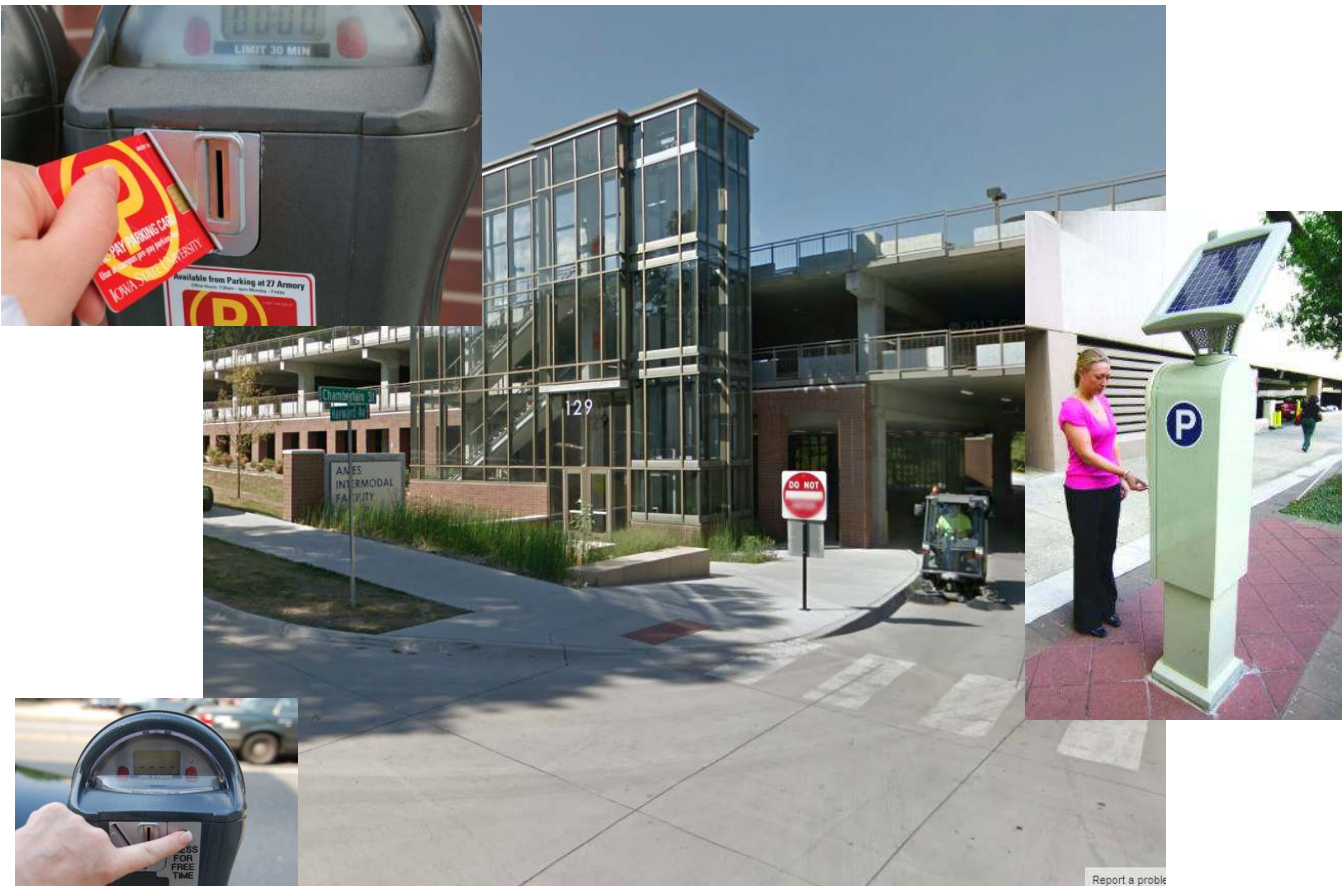
Effect on Parking **Score: 1**Comments:

No comments

User Fees **Score: 1**Comments:

No comments

Adjust Parking Fees



Description:

Evaluate fees to park in the Intermodal facility and at meters in Campustown and determine if they can be adjusted to encourage a more efficient balance of parking between ramps and on streets.

Safety/Security **Score: 1**Comments:

Adjusting user fees might encourage motorists to move into designated parking areas more quickly rather than creating traffic by attempting to locate parking on streets. This would reduce congestion on roads with on-street parking.

Maintenance/Quality **Score: 1**Comments:

No comments

Multi-modal Design (user groups and purposes) **Score: 3**Comments:

This project primarily affects car traffic, but bicyclists and pedestrians might benefit from reduced car traffic.

Support Business Climate **Score: 2**Comments:

This project would likely result in increased fees to park directly in front of businesses in order to encourage parking in area parking facilities instead. However, parking lengths could be adjusted based on business feedback.

Align with Natural Flow/Use **Score: 2**Comments:

This would likely shift parking from local streets to nearby parking facilities.

Cost **Score: 1**Comments:

This project could be accommodated within the existing operating budget.

Effect on Parking **Score: 2**Comments:

This project would not reduce the number of parking spaces, but it might make on-street parking more or less desirable to motorists in certain places.

User Fees **Score: 3**Comments:

This project would directly affect user fees. Study would be required to determine how fees and time lengths would change.

Coordinate Bike Parking



Description:

Increasing the bike parking in Campustown could be done by the strategic placement of several small racks that are placed to avoid conflicts with vending and other uses of public space. An ordinance change could also allow bike parking to temporarily replace vehicle spaces next to businesses. A policy could also be developed to require new developments to participate in financing bike racks or other improvements.

Safety/Security **Score: 2**Comments:

Additional bicycle parking would improve the security of personal property. More strategic placement of bicycle racks would reduce clutter on the sidewalks. There is little benefit for public safety.

Maintenance/Quality **Score: 1**Comments:

It would require minimal maintenance to add more bicycle racks or alter existing bike rack locations.

Multi-modal Design (user groups and purposes) **Score: 4**Comments:

This project would primarily affect bicyclists whose destination is Campustown.

Support Business Climate **Score: 2**Comments:

This project would encourage more bicyclists to stop in Campustown, but it may remove available sidewalk space. Additional bicycle racks might affect vending options.

Align with Natural Flow/Use **Score: 2**Comments:

Placing more bicycle racks would align better with where bicyclists want to park, but there are limits to how close racks can be to all businesses.

Cost **Score: 1**Comments:

This project could be accommodated within the existing operating budget.

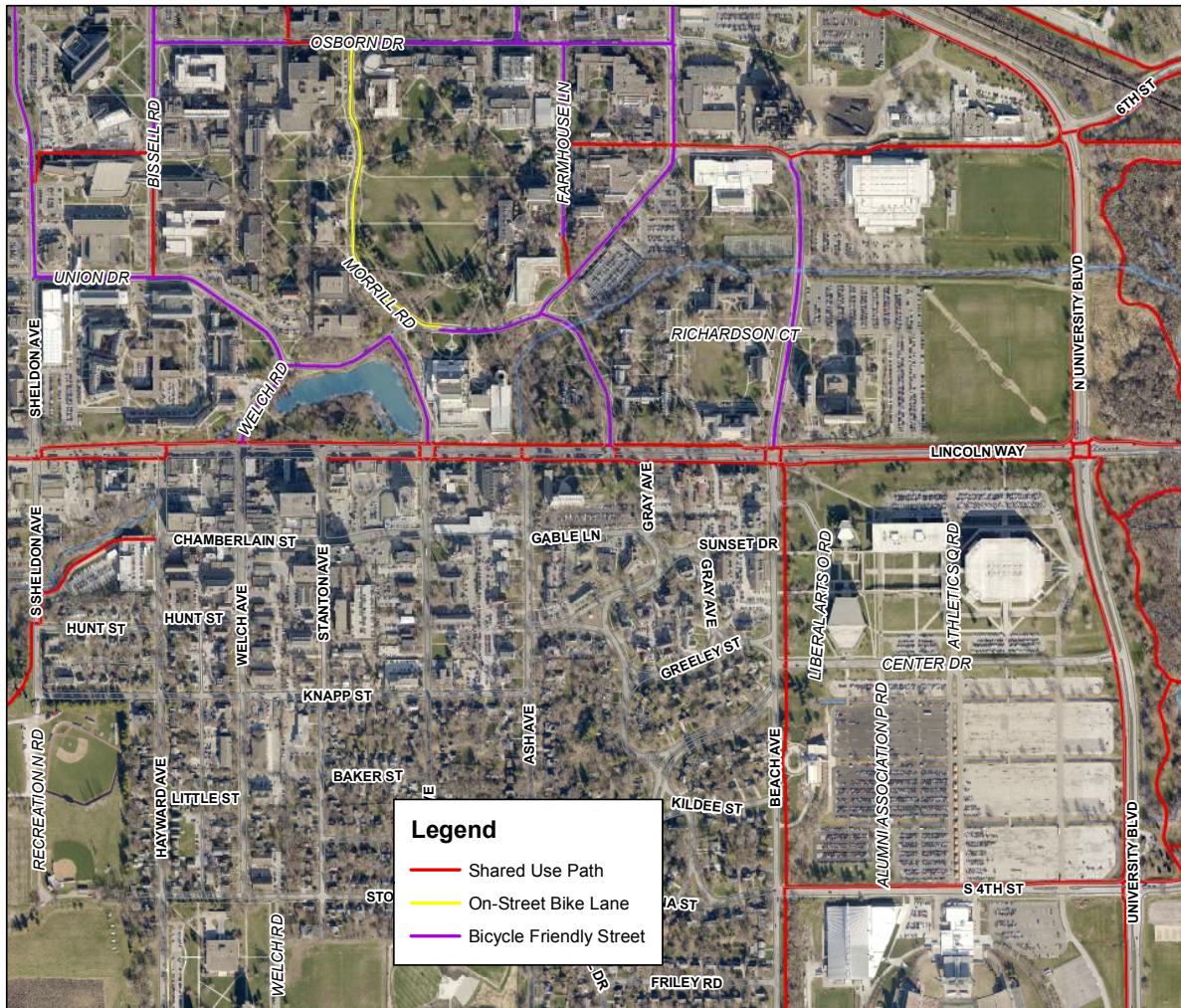
Effect on Parking **Score: 2**Comments:

This project could include an option to remove a car parking space for bike parking on a seasonal basis. In the summer, when a bicycle rack might be placed in a car parking space, there is less motor vehicle traffic to Campustown. This service may be effective in spring and fall as well.

User Fees **Score: 1**Comments:

No comments

Coordinate Continuity of Routes with ISU



Description:

Communicate with Facilities Planning and Management (FP&M) at ISU to determine where bike routes may connect most effectively at the transition from City to campus.

Safety/Security **Score: 1**Comments:

This project would reduce dead-ends coming off or going into campus, and would improve connections with lower levels of service. The project would create more consistent student traffic patterns crossing Lincoln Way.

Maintenance/Quality **Score: 1**Comments:

No comments

Multi-modal Design (user groups and purposes) **Score: 2**Comments:

This project would primarily affect bicyclists.

Support Business Climate **Score: 1**Comments:

No comments

Align with Natural Flow/Use **Score: 1**Comments:

The intent of this project would be to align existing connections on and off campus more effectively.

Cost **Score: 1**Comments:

This project could be accommodated within the existing operating budget.

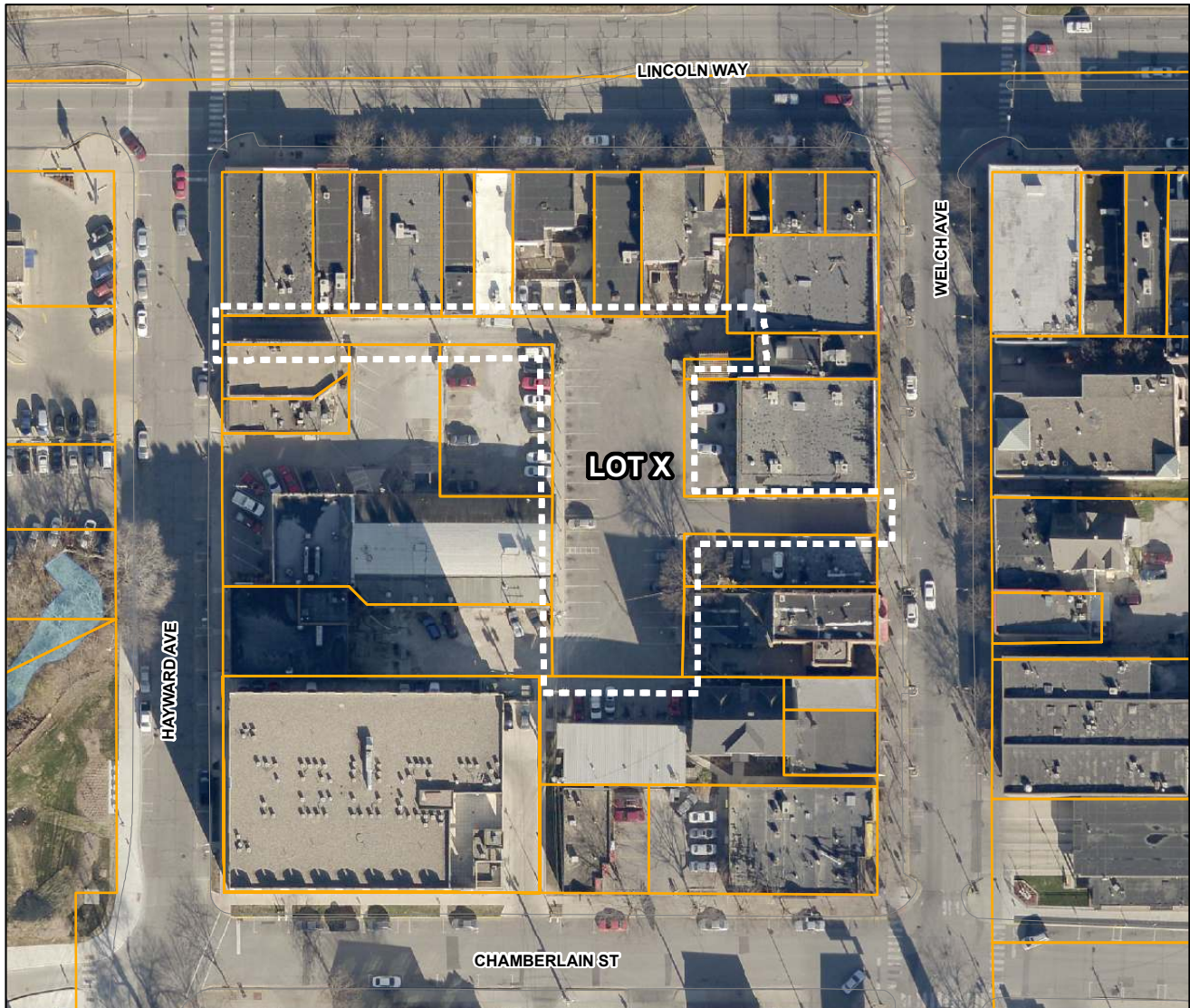
Effect on Parking **Score: 1**Comments:

No comments

User Fees **Score: 1**Comments:

No comments

Make Lot X More Usable, More Attractive to Drivers



Description:

Lot X currently has 24 spaces. Due to the configuration of the lot and the access that must be provided to individual properties there appears to be limited options to increase parking in the area without acquiring more property. Repaving the lot may make it more attractive and noticeable as public parking. It might be possible to place some of the electric equipment underground to reduce obstructions and improve aesthetics in the lot. Lighting would be upgraded with this project.

Safety/Security **Score: 1**Comments:

Lot X currently has many obstructions, hazards, and dark alcoves that may be addressed by this project. Improvements to lighting could make it easier to monitor for safety. Improvements to the grading and eliminating obstructions could reduce safety hazards to bicyclists and pedestrians, and make it more attractive for motorists to park in the lot rather than on streets.

Maintenance/Quality **Score: 1**Comments:

This space would be easier to maintain with better lighting and fewer obstructions. Improved appearance may make it more attractive to users.

Multi-modal Design (user groups and purposes) **Score: 3**Comments:

This project would primarily address the needs of pedestrians and motorists. However, it may be beneficial if tied into another project, particularly to offset the loss of parking in other proposals.

Support Business Climate **Score: 1**Comments:

A renewed parking space would be more inviting for business patrons and would create more usable parking.

Align with Natural Flow/Use **Score: 2**Comments:

This project would highlight and enhance the existing parking to make it more used.

Cost **Score: 3**Comments:

This project would require programming into the City's CIP as a multi-year Capital Improvement Project.

Effect on Parking **Score: 1**Comments:

It is anticipated that this project would create more use of the existing capacity, but not generate much more additional parking space.

User Fees **Score: 4**Comments:

A large investment in this parking area could lead to user fee increases.

COUNCIL ACTION FORM

SUBJECT: UNIFICATION OF CITY AND IOWA STATE UNIVERSITY SMARTCARD SYSTEMS

BACKGROUND:

On February 5, 2013, City Council referred a request from former Ex-officio Council Member Sawyer Baker asking if it would be possible for the SmartCards issued by Iowa State University to be compatible with the City's meters. Since that time, staff has held several meetings with ISU Parking staff and with City staff from other departments and divisions to explore this possibility. Staff has also had several meetings with POM, the manufacturer of the smartcard meters, to outline the various programming options and configurations that could meet the goal of having a combined ISU and City of Ames Smartcard parking meter system.

After compiling all this information, the simplest and most cost effective framework for a combined Smartcard system would require the following changes:

First, since ISU's current Smartcard customer base outnumbered Ames customers approximately 50 to 1, the City will need to purchase three license codes used by ISU to program our parking meters. This would allow the new Smartcards to be used in any meter city-wide, which is the main goal of this new combined system. The cost per license is \$1,141, bringing the total cost of licenses to \$3,423.

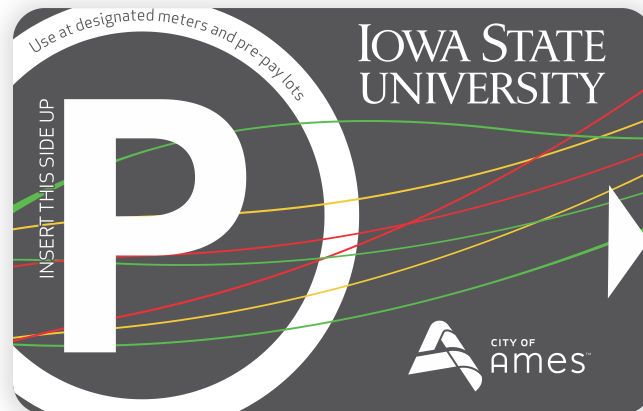
Second, instead of the City holding on to and depositing the money when a customer buys time for their Smartcard, under this new arrangement those funds will be sent to ISU Parking accounts. Then, on a monthly basis, City Parking Meter staff will audit the City parking meters and will bill ISU for the Smartcard usage seen during that time. This auditing of City meters can be performed during regular coin collections, and will therefore require only a small amount of additional staff time.

Third, for the first two years under the new system, ISU and City Staff will collect usage data from meter audit reports to estimate the amount of unspent dollars on cards that were issued. Not all money collected for Smartcards is actually spent in the meters, since there are lost or damaged cards, etc. Those unspent funds would then be paid to ISU and the City proportionately based upon the audit reports. After the "startup" period of 2 years, this calculation and payback will be conducted annually on a rolling-average basis.

Between the periodic billings throughout the year and this multi-year payment, it is anticipated that the City Parking Fund will at least maintain its current level of revenues under the new system. In all likelihood, the City should see some increase in revenues

from those additional users taking advantage of the combined Smartcard system in our Downtown and Campustown areas.

Fourth and finally, staff has been working with ISU Parking on creating new artwork for the Smartcards. The new cards will contain logos of both parties so that it will be clear to all customers that they can be used in both City and ISU meters alike.



*Draft Concept

Under the agreement, ISU will buy these cards in bulk and the City can purchase whatever number of cards is needed at cost. An estimated first purchase would be approximately 200 cards at \$3.50 each for a total City cost of \$700. The cards will then be sold to the public at \$5 per card for new users. The added \$1.50 increment helps cover administrative costs for whichever party issues the cards.

In total, the City's initial investment for this consolidation will be approximately \$4,100. That sum can be covered from the Parking Fund available balance.

The start date for the combined ISU and City of Ames Smartcard system is proposed to be August 1, 2014. It should be noted that any existing customer that has a Smartcard under the current system will be contacted to exchange their card for a newly programmed card and to have their existing balance transferred to the new card. In this way, there will be no loss of Smartcard dollars to our customers.

A copy of the proposed agreement is attached. This agreement will extend until June 30, 2019. It can, however, be terminated upon 120 days written notice by either party. This right could be exercised if there are any operational issues that cannot be corrected or if there is a significant change in parking meter technologies.

ALTERNATIVES:

1. Approve the agreement with ISU to combine their Smartcard meter system with the City of Ames.
2. Reject the agreement.

MANAGER’S RECOMMENDED ACTION:

Combining the Smartcard systems of ISU and the City will be a great customer service improvement to many of our citizens. It will also serve to strengthen the positive relationship between ISU Students and Faculty with other Ames businesses and services by reinforcing a “one-city” feel.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the agreement with ISU to combine the Smartcard meter system.

Pre-Pay Parking Smart Card Program Agreement

This Pre-Pay Parking Smart Card Program Agreement (“Agreement”) is entered into by the City of Ames, Iowa (“City”) and Iowa State University of Science and Technology (“ISU”).

Background

ISU and City each have parking meters that permit users to pay for parking using a smart card. ISU and City desire to establish a program to allow ISU students, faculty, and staff and citizens of Ames to use the same smart card with their respective parking meters that accept payment through use of a smart card. This Agreement sets forth the terms and conditions for that program.

Terms and Conditions

1. **Term.** The term of this Agreement shall be from August 1, 2014 to July 31, 2019, unless earlier terminated. The parties may mutually agree in writing to extend the term of this Agreement.
2. **Supported Meters.** Each party currently owns parking meters that accept payment through the use of a card with an embedded chip that stores information on the amount of funds the card user has pre-paid for metered parking and the fees incurred by the user through use of metered parking (“Smart Cards”). The parking meters that each party owns that utilize the Smart Card technology are referred to as “Supported Meters” in this Agreement. Each party may increase or decrease the number of its Supported Meters or relocate its Supported Meters. Each party is responsible for maintaining and repairing its own Supported Meters, including Smart Card readers and related software, and ensuring that its Supported Meters and related technology are compatible with the Smart Cards.
3. **Smart Cards.** ISU shall be responsible for maintaining a sufficient Smart Card stock for sale by both parties and ordering additional Smart Cards as needed. City shall be responsible for timely notifying ISU when City needs additional Smart Cards. When purchasing the new Smart Cards, ISU shall require the vendor to use a design on the Smart Card that is mutually agreeable to ISU and City within any parameters set by the vendor. The new Smart Card shall indicate that users may use the Smart Card at both ISU and City Supported Meters. ISU shall invoice City for the cost of Smart Cards provided by ISU to City, as well as half of the design or similar fees charged by the vendor in connection with the production of the new Smart Cards. City shall pay such invoice(s) within thirty days of receipt.
4. **Sale of Smart Cards to Users.** Each party may sell Smart Cards to users.
 - a. **User Forms and Master List.** At the time a user purchases a Smart Card from a party, the party shall require the user to complete and sign a form. ISU shall create a form for such purpose, and the form shall require: the number of the Smart Card issued; information on the user’s name, address, telephone number, email address, and university identification number (if applicable); and the value added to the Smart Card. The form shall also set forth the terms and conditions for using the Smart Card. The initial terms and conditions for using the Smart Card are set forth in Exhibit A. The parties may mutually agree to modify the

user terms and conditions, and ISU shall modify the form accordingly. After the user completes the form, the party receiving the form shall make a copy of the form and give it to the user. ISU and the City shall create a master list of users and update it regularly. The parties shall use the master list solely to provide services contemplated by this Agreement.

- b. Administrative Fee. Each party shall charge users an administrative fee for each Smart Card purchased. The amount of the administrative fee shall be agreed upon by the parties. Initially, the administrative fee shall be \$5.00. The party who sells the Smart Card may retain the administrative fee.
 - c. Addition of Value to Card. Each party may add value to a Smart Card and shall charge the user an amount equal to the value added. Each party may establish limits on the amount of value that may be added to a Smart Card in any one transaction. In no event shall a party allow the maximum value on a Smart Card to exceed \$300.00 on any day. Each party shall deposit an amount equal to the value added to a Smart Card into a designated account maintained by ISU ("ISU Account"). The schedule for City to make such deposits shall be mutually agreed upon by the parties, but in no event shall deposits be more frequently than monthly. Neither party may reduce the amount of the deposit into the ISU Account due to issues with the user's payment, such as cancelled checks, insufficient funds and the like. Such issues shall be addressed by the party with the user.
 - d. Refunds and Replacements. Neither party shall issue refunds or provide replacement Smart Cards to users whose cards are lost, stolen, or damaged. A party may replace a malfunctioning Smart Card provided that the party has reliable information regarding the value balance that should be added to the new Smart Card.
5. Transition. Prior to the term of this Agreement, each party has issued Smart Cards to users. Users who purchased their Smart Card from ISU prior to the term of this Agreement shall be permitted to continue to use such Smart Card. City shall take all reasonable measures necessary to ensure that the City Supported Meters are compatible with such Smart Cards. City shall contact users who purchased Smart Cards from City prior to the term of this Agreement and request that they exchange their City-issued Smart Card for a new Smart Card. Each party shall make a good faith estimate of the value balance on the Smart Cards issued by that party prior to the term of this Agreement and deposit an amount equal to that estimate in to the ISU Account on or before August 15, 2014.
6. Monthly Revenue Distributions.
- a. Report. During the term of this Agreement, each party shall generate a monthly report that accurately identifies parking fees paid at that party's Supported Meters through use of the Smart Card ("Meter Revenue"). The report shall be generated using the party's vendor-provided meter software. By the 5th of each month during the term of this Agreement, each party shall submit a copy of the report for the prior month's Meter Revenue ("Monthly Meter Revenue Report").

- b. Revenue Distribution. Within thirty days of receiving an appropriate Monthly Meter Revenue Report from a party, ISU shall distribute to such party from the ISU Account an amount equal to the Meter Revenue set forth in the Monthly Meter Revenue Report (“Monthly Meter Revenue Payment”) provided that there are sufficient funds in the ISU Account. If there are insufficient funds, then the parties shall mutually agree upon how to handle the Monthly Meter Revenue Payment.
- c. Supported Meter Malfunction. If a Supported Meter malfunctions such that information about Meter Revenue generated at that Supported Meter is unreliable, then for the month during which the Supported Meter malfunctions, the parties will substitute the average monthly Meter Revenue generated at the Supported Meter during the prior twelve month period rather than the actual Meter Revenue reported for the month in calculating the Monthly Meter Revenue Payment. The party that owns the Supported Meter shall take reasonable measures to promptly repair the Supported Meter. If the Supported Meter is not repaired such that the average monthly Meter Revenue has to be used for two consecutive months in calculation the Monthly Meter Revenue Payment, then in subsequent months no Monthly Meter Revenue Payment will be issued for such Supported Meter until the Supported Meter is repaired and properly functioning.

7. Annual Revenue Distributions.

- a. First Two Years. From August 1, 2014 to July 31, 2016, no annual meter revenue will be distributed to the parties from the ISU Account.
- b. Subsequent Years. Commencing on or about August 15, 2016 and on or about August 15th in each subsequent year during the term of this Agreement, ISU shall make the following distributions of Meter Revenue from the ISU Account:
 - i. Retain in the ISU Account \$500.00 or such other amount mutually agreed upon by the parties;
 - ii. Distribute to ISU Parking Division ten percent of the ISU Account balance less the retainage in (i); and
 - iii. Distribute the remaining ISU Account balance based on an average percentage of previously distributed Meter Revenue between ISU and City.

The above payments are conditioned upon there being sufficient funds in the ISU Account. If there are insufficient funds, then the parties shall mutually agree upon how to handle the Annual Revenue Distributions.

- 8. Audit. Each party is responsible for conducting an audit on a weekly basis of the Smart Cards and values placed on them and of Meter Revenue from that party’s Supported Meters. Each party shall maintain books, documents, and other records sufficient to reflect properly its activities pursuant to this Agreement. Each party shall preserve and make such records available to the other party, the Auditor of the State of Iowa or other auditor designated by a party for a period of five years after termination of this Agreement.

9. Termination.

- a. Expiration. This Agreement shall terminate upon expiration of the term. If the term is extended, then this Agreement shall terminate upon expiration of the extended term.
- b. For Convenience. Either party may terminate this Agreement by giving the other party written notice 120 days prior to the intended date of termination.
- c. For Cause. In the event of a material breach of any term or condition of this Agreement by a party, the non-breaching party may issue a written notice of the breach to the breaching party and demand the breach to be cured in thirty days. If the breach is not cured within thirty days of receiving the notice, the non-breaching party may send to the breaching party a written notice terminating this Agreement and the termination will be effective upon the breaching party's receipt of the notice.
- d. Termination Procedures.
 - i. Notice to Users. Ninety days prior to the termination of this Agreement pursuant to (a) or (b) above or promptly after the termination of this Agreement pursuant to (c) above, ISU shall issue a notice to users that the Smart Card program has been terminated and that users shall have sixty days to use the remaining value balance on the Smart Card.
 - ii. Final Meter Revenue Report and Payment. Within thirty days of the expiration the sixty day period, the parties shall each prepare a final Meter Revenue Report for Meter Revenue generated from the period covered by the prior Monthly Meter Revenue Report until the date on which the sixty day period expired. Within thirty days of receiving an appropriate final Meter Revenue Report from a party, ISU shall distribute to such party from the ISU Account an amount equal to the Meter Revenue set forth in the final Meter Revenue Report ("Final Meter Revenue Payment").
 - iii. Final Revenue Distribution. Within ten business days of distributing the Final Meter Revenue Payments, ISU shall (a) distribute to ISU Parking Division ten percent of the ISU Account Balance and (b) distribute the remaining ISU Account balance based on an average percentage of previously distributed Meter Revenue between ISU and City.
 - iv. Insufficient Funds in ISU Account. If there are insufficient funds to pay the final Meter Revenue Payment and/or Final Revenue Distribution, any funds that are available shall be distributed between the parties on an average percentage of previously distributed Meter Revenue between ISU and City.
 - v. Supported Meters. Within thirty days of the expiration of the sixty day period for users to use the remaining value balance on the Smart Card, City shall modify City's Supported Meters or its software system to that it

now longer accepts the Smart Card previously sold by the parties pursuant to this Agreement.

10. Compliance with Law. The parties shall comply with all applicable laws, rules, and ordinances, including but not limited to the Disposition of Unclaimed Property law and regulations relating to prepaid access if applicable.
11. Relationship of Parties. ISU and City are independent contractors, and nothing in this Agreement creates any partnership or joint venture.
12. Notices. Notices relating to this Agreement shall be in writing and shall be delivered by email to the other party at the address set forth below or such other address as may be given in writing in accordance with this Section. Notice shall be deemed effective upon receipt.

Notices to ISU

For technical matters:

Mark Miller

memiller@iastate.edu

For contract matters:

Warren R. Madden

wmadden@iastate.edu

Notices to City

For technical matters:

Damion Pregitzer

dpregitzer@city.ames.ia.us

For contract matters:

Diane Voss

dvoss@city.ames.ia.us

13. Miscellaneous. This Agreement (including Exhibit A) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, whether written, oral, or implied. This Agreement shall not be modified without the written mutual consent of the parties. The failure of either party to require performance of any term or condition of this Agreement by the other party shall not constitute a waiver to subsequently enforce such term or condition. The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Agreement that, by their nature, would continue beyond the termination of this Agreement shall survive such termination. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be construed in accordance with the laws of the State of Iowa, without giving effect to its conflicts of law provisions, and any litigation or actions

commenced in connection with this Agreement shall be instituted in a court of competent jurisdiction in the State of Iowa.

14. Counterparts; Authorization. This Agreement may be executed in any number of counterparts and delivered by facsimile or by electronic transmission in PDF format, each of which will be deemed to be an original and all of which shall constitute one agreement that is binding upon each of the parties. Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so.

CITY OF AMES, IOWA

By: _____
Ann H. Campbell
Mayor

By: _____
Diane R. Voss
City Clerk

IOWA STATE UNIVERSITY OF
SCIENCE AND TECHNOLOGY

By: _____
Warren R. Madden
Senior Vice President for Business and
Finance

Exhibit A
User Terms and Conditions

By using the Pre-Pay Parking Smart Card, the holder agrees to the following terms and conditions. Holder is responsible for using the value placed on the card. Meter revenue funds become the property of Iowa State University/City of Ames at the time value is added to the card. No refunds shall be granted. Holder agrees that Iowa State University/City of Ames shall not be responsible for reimbursements of the card's value in cases of loss, theft, mutilation of the card, or use by a third person.

- Card is valid in supported machines owned by either Iowa State University or the City of Ames, which will be clearly marked.
- Inserting the card into any other card reader will disable the card, making it not usable.
- Card is NOT valid at the ISU Memorial Union Ramp.
- Card is NOT valid at the Ames Intermodal Facility.
- Card or amount on card is not replaceable if card is lost, stolen, or the chip on card is damaged.
- Card does not guarantee availability of parking space.
- Cost to purchase card is currently \$5.00.
- Maximum limit of \$300 value may be added to cards. The maximum limit that may be added in one transaction through ISU is \$300 and through City is \$50.
- Neither the cost of the card nor the value added to the card is refundable.
- ISU and/or City may, at any time, suspend or cancel the Smart Card program for any reason. The cardholder will be given a 60 day advance notice in case of termination to use the balance on the card. Cardholder shall ensure that either ISU or City has cardholder's current contact information for this purpose.

Staff Report

REQUEST TO INSTALL CELLULAR ANTENNA ON CITY PROPERTY

April 22, 2014

BACKGROUND:

In March of this year, a company representing AT&T Wireless contacted City staff to express interest in locating a cellular antenna on City property along Billy Sunday Road in southeast Ames. The City owns three large properties in that area: a parcel on which the Animal Shelter is located, the Dog Park, and the land on which the Hunziker Youth Sports Complex (HYSC) is located.

The City has existing agreements with several wireless providers to use City property for cellular antennas. Several wireless providers have antennas on City water towers. A freestanding antenna is located on City property at Homewood Golf Course. Typically, these agreements take the form of a five-year lease, renewable for a total of 30 years. An up-front payment or site improvements are agreed upon, and the wireless provider pays monthly rent. In the case of freestanding antennas, additional providers can sublease space and the rent is split between the antenna owner and the City. Staff should note that it is currently negotiating two additional agreements with cellular providers for new antenna installations. One is on the Bloomington Road water tower, and the other is for a freestanding antenna behind the Iowa DOT equipment yard on S. 4th Street.

The current value of the Homewood antenna lease is \$1,520 per month in base rent plus \$900 per month in sublease rent, for a total of \$2,420 per month. **City staff believes that the market value of a new antenna installation is higher than the existing Homewood lease, and should also include upfront payments for several thousands of dollars in cash or site improvements.**

The new proposal by AT&T raises three key questions that require City Council direction:

1. Is the City Council interested in pursuing any agreement with AT&T?

This report has outlined the compensation that could be expected with installation of a cellular antenna on City property. However, a cellular antenna would interrupt the aesthetics of this area and would limit the City's future use of the area in which it is placed. If the City Council chose not to pursue any agreement with AT&T, then AT&T would need to find another suitable location to locate its antenna.

2. If an antenna is pursued, which areas are preferred to site it?

Staff has identified three potential areas in which to locate an antenna:

Locate Antenna near Animal Shelter

The area behind the Animal Shelter contains approximately 13 acres of natural space. This area provides the maximum flexibility for locating an antenna where it would minimize disruptions to the adjacent properties and to City operations. It is likely that a site could be found that would minimize the removal of existing trees on this parcel.

Locate Antenna on Dog Park Property:

The Dog Park parcel contains 16 acres and has substantially more open space. An antenna on this parcel may be more visible, but also creates an opportunity to require the wireless company to install lighting or other improvements to benefit Dog Park users.

Pursue Partnership to Locate Antenna at Hunziker Youth Sports Complex:

Because of a long-term lease of City property to the HYSC, the HYSC Board has the ultimate authority to decide if, and where, an antenna can be sited on this leased property. City staff contacted the HYSC Board to determine if there was interest in locating an antenna on HYSC leased property. The HYSC Board has indicated that it would be interested in exploring the concept of a cellular antenna at the complex, but HYSC would expect some benefit from having an antenna on that site.

A substantial portion of the HYSC property lies in the floodway, which would require the antenna equipment structure to be elevated. It may be challenging to find a location that is suitable to both AT&T and the HYSC board.

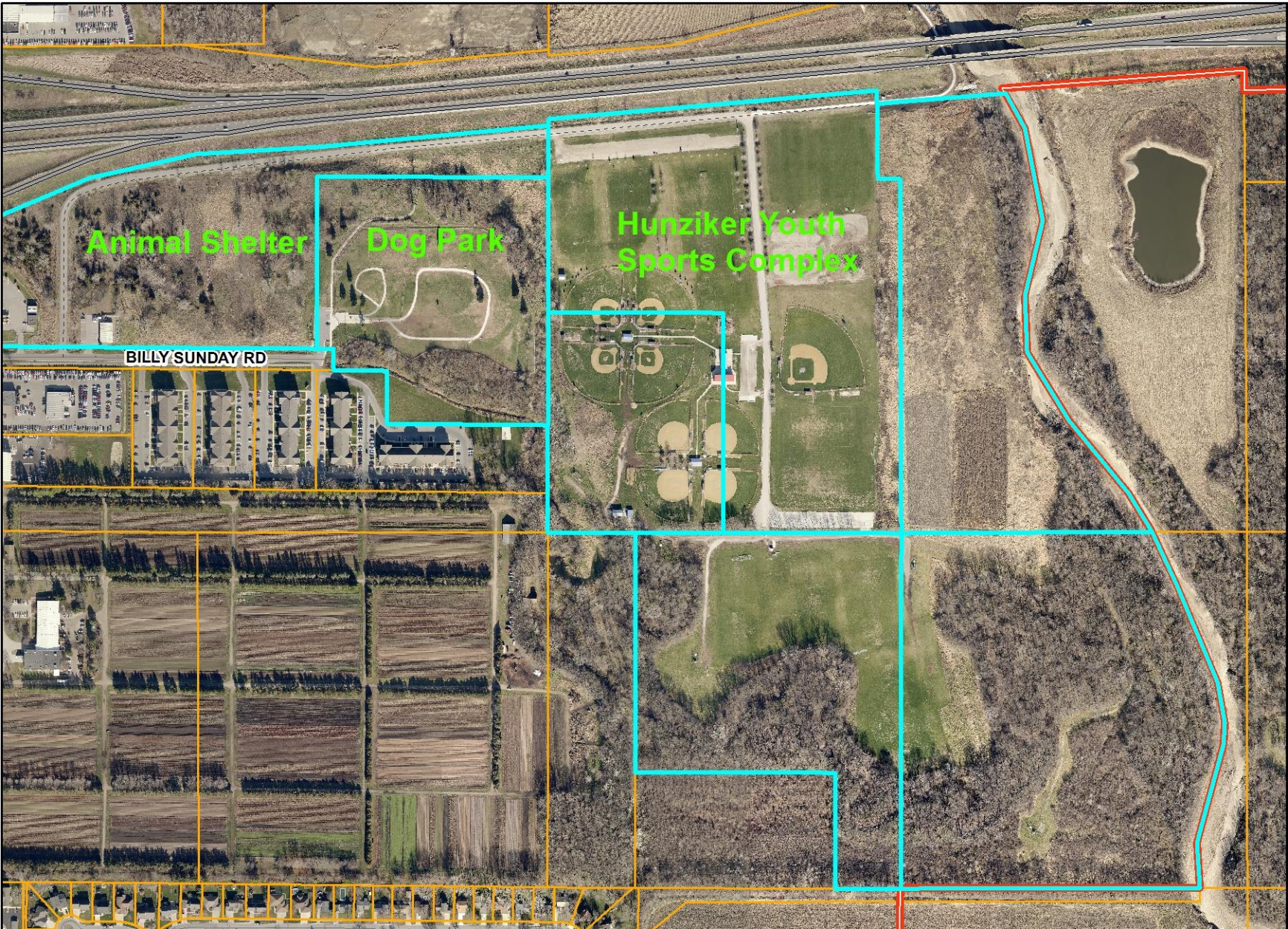
Each of these potential locations has advantages and disadvantages. AT&T has indicated that its desired location is at the Dog Park, but the City has an opportunity to require the placement in a location acceptable to the Council. If several locations are acceptable, it would be helpful for staff to have the Council's order of preference.

3. What should be done with any potential rental revenues?

Historically, revenues from cellular antennas located on Homewood Golf Course and the City's water towers have accrued to the Golf Course Fund and the Water Fund, respectively. This has been done because both are enterprise funds. Since the Animal Shelter and the Dog Park are General Fund activities and not enterprises, City staff would recommend putting revenues from an antenna into the General Fund. These funds could then be used to bolster the General Fund available balance or to finance capital improvements to the Animal Shelter or Dog Park.

If the City Council chooses to pursue a partnership with the HYSC, there are more questions. The City has leased land to the HYSC since 1994. Since 2004, the City Council has provided approximately \$25,000 annually to support HYSC's operations. **Placing the antenna at the HYSC provides an opportunity for the Council to continue, reduce, or end its annual payments to HYSC, since the antenna would provide an alternative revenue stream.** However, HYSC would likely not be supportive of an antenna installation on its property if it meant the end of City funding entirely.

Should the City Council pursue the antenna installation at any of the three locations, City staff would negotiate a contract with AT&T and ensure that its design meets the requirements of the existing zoning requirements for cellular antennas. Any agreement would be returned to the City Council for approval.



Animal Shelter

Dog Park

Hunziker Youth Sports Complex

BILLY SUNDAY RD

COUNCIL ACTION FORM

**SUBJECT: ARCHITECTURAL SERVICES FOR CITY HALL RENOVATION PHASE
2 PROJECT**

BACKGROUND:

Several years ago, the Police Department closed its jail facility and the space formerly allocated to the prisoner cells became vacant. The availability of that space sparked a space utilization study to identify issues, needs and opportunities within the building. Eventually it was determined that renovating and remodeling space within City Hall offered the following benefits:

1. Police Department space on the first floor could be renovated to improve the efficiency of the department.
2. Space in the basement could be renovated in a way that would allow the City's Information Technology (IT) Division to move into City Hall after years occupying rented space outside of City Hall.

In 2011, the City began a project to renovate portions of the first floor and the basement. A full space-use review and design-development phase was completed for all relevant space. Construction drawings for the full project were developed and bids for the project were received in June 2012. All bids received were well over budget. In an attempt to salvage the project, the City made a minor re-design and issued another bid package in July 2012. The second set of bids came in significantly over budget, so the project scope was re-evaluated. Recognizing that the project could not be completed as originally designed, the City went through a significant restructuring of the project, dividing it into two phases. Phase 1 would remodel most, but not all, of the space occupied by the Police Department on the first floor. The scaled down Phase 1 proceeded and Phase 2, which would remodel the basement and the remaining space occupied by the Police Department on the first floor, was held in abeyance. In March 2013, acceptable bids were received for Phase 1 with construction beginning in April 2013. Phase 1 was successfully completed in November 2013.

The departments and divisions affected by the renovation in Phase 2 include Police, Public Works Engineering, and Finance (IT and the Print Shop). With Council's approval of additional funding in the approved 2014/15 Budget, staff is moving ahead with Phase 2 of the project to improve the basement of City Hall and complete the renovations on the first floor. Based on the design originally created for the full remodel project, Phase 2 will need to be adapted to recognize the changes created by Phase 1.

This portion of the project is for architectural services which involve the analysis, design, drawings, specifications development, construction contract preparation, and detailed cost estimates for the City Hall Renovation Phase 2 project. All drawings and

documents from the 1988 and 2013 City Hall projects (Frevert-Ramsey-Kobes and Shive-Hattery) will be made available to architectural firm to expedite the design phase. The scope of work also requires the architectural firm to provide a list of potential bidders and a detailed engineer's estimate. In addition, the selected firm will provide construction management services.

On March 6, 2014, a Request for Proposals (RFP) was issued to thirty-five firms. The RFP was advertised on the Current Bid Opportunities section of the Purchasing webpage. On March 27, 2014, staff received proposals from five firms. These proposals were then sent to an evaluation committee consisting of the Finance Director, the Police Support Services Manager, the Public Works Engineering Construction Manager and the Purchasing Manager. The committee members independently evaluated and scored all five of the proposals.

The proposals were evaluated based on the cost proposal, completeness of proposal, project understanding, design team and key personnel, previous experience and project performance, project approach, responsiveness, availability of staff and other resources, and proposed schedule to perform the work.

Based on the matrix combining these criteria, the total scores are shown below:

Consultants	Total Score	Rank	Cost Proposal
Walker Coen Lorentzen Architects, Des Moines, IA	294.48	1	\$84,840
Design Alliance, Waukee, IA	292.00	2	\$60,000
Roseland Mackey Harris Architects PC, Ames, IA	262.12	3	\$99,000
FRK Architects + Engineers, West Des Moines, IA	258.00	4	\$80,000
Vermillion Design Group, Ankeny, IA	254.36	5	\$85,000

Each score was based on a scale of 1 to 5. Overall, 400 possible points were available cumulatively for each firm that responded. **The top three firms were then invited to participate in an on-site interview.**

The interviews were evaluated based on accuracy in cost projections of previous projects, demonstration of the ability to meet the proposed project schedule, evaluation of alternatives, creativity, communications skills of the firm's team members, ability to successfully demonstrate a cohesive team, and the interaction during the question and answer period of the interview.

Based on the matrix combining these criteria, the total scores for the interviews are shown below:

Consultants	Total Score	Rank	Cost Proposal
Walker Coen Lorentzen Architects, Des Moines, IA	316.48	1	\$84,840
Roseland Mackey Harris Architects PC, Ames, IA	294.00	2	\$99,000
Design Alliance, Waukee, IA	242.00	3	\$60,000

Each score was based on a scale of 1 to 5. Overall, 400 possible points were available cumulatively for each firm that was interviewed.

Based on the total scores and a unanimous decision by the evaluation committee, it is recommended that a contract be awarded to Walker Coen Lorentzen Architects, Des Moines, Iowa, in an amount of \$84,840 plus reimbursables of \$6,000.

A large constraint for this project is the need to complete the renovation and move the IT staff into City Hall prior to their lease expiring in September 2015. The schedule established allows for a limited time for design and construction. The architect's ability to properly evaluate the potential construction costs prior to issuance of the bid with a strong team to meet the tight schedule is critical to the success of the project. Although other firms showed a solid ability to achieve these goals, Walker Coen Lorentzen Architects demonstrated the greatest commitment to this project, and showed the strongest ability to complete previous projects within budget and on time.

The funds for the architectural services are contained within the CIP budget for the City Hall Renovation Phase 2 project. The total project budget is \$1,080,000 from the General Fund.

ALTERNATIVES:

1. Award a contract to Walker, Coen Lorentzen Architects, Des Moines, IA, for the architectural services for the City Hall Renovation Phase 2 Project in the amount of \$84,840 plus reimbursables of up to \$6,000.
2. Reject all proposals and delay design of the City Hall Renovation Phase 2 Project.

MANAGER'S RECOMMENDED ACTION:

This project will improve the basement in City Hall and complete the Police Department renovations on the first floor. In doing so, the City will better utilize the space in City Hall. This will include moving IT staff to City Hall prior to the expiration of the lease in September 2015.

The established schedule allows a limited time for design and construction. The recommended architects have demonstrated their ability to properly evaluate the potential construction costs prior to issuance of the bid with a strong design team and can meet the tight schedule. This is critical to the success of the project.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 awarding a contract to Walker, Coen Lorentzen Architects, Des Moines, IA, for architectural services for the City Hall Renovation Phase 2 project in the amount of \$84,840 plus reimbursables of up to \$6,000.

COUNCIL ACTION FORM

SUBJECT: ELECTRIC MARKET PARTICIPANT SERVICES SOFTWARE

BACKGROUND:

This action involves a subscription for market specific software that provides the necessary tools to electronically communicate and conduct transactions with the Midcontinent Independent Transmission System Operator (MISO) Energy Market. This software will assist Electric Services in managing the load (the electrical demand of our customers), the generation from the City's Power Plant, our wind resources, plus the imported power from the MISO market to satisfy customer's electrical consumption. The use of this software will allow staff to make informed decisions on how to engage in the MISO market, and will enable staff to check the accuracy of MISO's very complex billing system. Rather than owning the software, the City will basically lease it and contract for the support services that go along with it.

This contract is to provide MISO Energy Market software service for the period from July 1, 2014 through June 30, 2015. The contract includes a provision that would allow the City to renew the contract for up to two additional one-year terms.

On March 17, 2014, a Request for Proposals (RFP) document was issued to three firms. It was also advertised on the Current Bid Opportunities section of the Purchasing webpage and was sent to one plan room.

On April 4, 2014, staff received competitive proposals from two firms, which were then sent to a staff committee for evaluation. The committee members independently evaluated and scored both proposals based on price, software design, software support, and software training. After their review of the proposals they independently scored the proposals in a matrix formula using the criteria stated previously.

Based on the matrix, the averaged scores were as follows:

Offerors	Average Score	Amount	Price Escalator for Renewal Terms
MCG Energy Solutions, LLC Minneapolis, MN	887	\$118,800	1%
Power Costs, Inc. Norman, OK	740	\$153,000	0%*

*0% based on awarding three year contract

Each score was based on a scale of 1 to 10, with the highest scored response for each criterion receiving the highest score. Overall, 1,000 possible points were available cumulatively for each company.

Based on the averaged scores and a unanimous decision by the evaluation committee, staff recommends that a contract be awarded to MCG Energy Solutions, LLC., Minneapolis, MN, in the amount of \$118,800. Since MCG Energy Solutions is not licensed to collect sales taxes for the State of Iowa, the City would pay applicable Iowa sales taxes directly to the State.

The approved FY2014/15 operating budget includes \$200,000 for this software and related support services. For the current year, the City contracts with Power Cost, Inc. for this service at a cost of \$141,600.

ALTERNATIVES:

1. Award the contract to MCG Energy Solutions, LLC., Minneapolis, MN, for MISO Market Participant Services in the amount of \$118,800 plus applicable sales taxes to be paid directly by the City to the State of Iowa. The contract includes a provision that would allow the City, at its option, to renew the contract for up to two additional one-year terms with a required 1% per year.
2. Reject all proposals and purchase and use the existing software on an annual basis.

MANAGER'S RECOMMENDED ACTION:

This contract will provide MISO Energy Market software service for Electric Services. The award of this contract provides Ames with the benefit of fixed pricing, continuity of integration and service, and reduced administrative burden. Staff believes that the reason only two proposals were received was due to the fact that the two responding vendors are uniquely well qualified to compete in the smaller electric utility market.

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 UNIT NO. 8 COOLING TOWER REPAIRS

BACKGROUND:

Upon routine inspection of the Unit No. 8 Cooling Tower, staff discovered significant damage from continued use and extreme weather conditions this past winter. Numerous urgent repairs are required in order to restore the structural integrity of this tower for use during the coming summer and winter. The enclosed photos show a sampling of the extent of the damage to the structural members.

On February 7, 2014, staff issued a purchase order to GEA Heat Exchangers, Inc, for inspection and supervision of repair work to the unit #8 cooling tower in the not-to-exceed amount of \$35,000. The scope of the work was for GEA to provide one Cooling Tower Superintendent for three weeks to provide technical services to Power Plant crews on how to perform the in-kind structural replacement and repairs during the spring outage for Unit No. 8.

Change Order No. 1 is now needed to complete this project. This change order will add an additional cost for time and materials not-to-exceed \$62,500. This amount includes \$42,500 for additional supervision and outside labor to accomplish needed repairs and \$20,000 for materials. This change order is for GEA to supply the manpower and expertise to maintain the structural integrity of the cooling tower. This repair consists of replacing damaged columns and horizontal supports damaged by ice during the winter. **This Change Order will bring the total amount of the contract with GEA Heat Exchanger Inc. to a not-to-exceed amount of \$97,500.** Funding is available in the Unit #8 Steam turbine generator maintenance account to cover this increased expenditure.

This action is being brought to Council because the overall cost of the project exceeded \$50,000. Per the City's *Purchasing Policies & Procedures*, City Council must approve all change orders which increase the dollar amount above \$50,000.

ALTERNATIVES:

1. Approve the change order to GEA Heat Exchangers, Inc. in the time and materials not-to-exceed amount of \$62,500 for cooling tower repairs.
2. Reject the change order and risk further deterioration of the cooling tower and possible collapse.

MANAGER'S RECOMMENDED ACTION:

This repair is critical to continue operation of the City's largest base-load generator without unnecessary risk of serious equipment damage. Approval of Change Order #1 is necessary to correct the additional issues found and return the cooling towers to service as quickly as possible for the summer season.

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















COUNCIL ACTION FORM

SUBJECT: JOINT PRICING ZONE AGREEMENT WITH MIDAMERICAN AND CEDAR FALLS ELECTRIC UTILITIES

BACKGROUND:

On April 8, 2014, the City Council approved documents for permitting the Ames Municipal Electric Utility to become a Transmission Owner in the Midcontinent Independent System Operator (MISO). On June 1, 2014, the utility will be able to use Network Transmission Service to deliver energy purchases from the energy market to its customers. **This agreement defines the method by which MISO transmission revenues are distributed between Ames, MidAmerican Energy and Cedar Falls Utilities (representing Cedar Falls, Atlantic, Montezuma, Tipton, Eldridge, Pella and IPPA municipal utilities).**

In September 2013, changes were made to the network service program which caused the City to re-evaluate the point-to-point service currently being used. Qualified 69kV transmission facilities could now be included in a transmission “credit” calculation. This agreement outlines the process for determining the credits received using electric load information and transmission investments of the City together with those of MidAmerican Energy and several other municipal utilities already using network service, such as Cedar Falls, Pella, and Atlantic. It is done this way because Ames, along with several other municipal utilities, is part of the MidAmerican Energy local balancing authority.

In FY 2012/13, the City paid \$1,345,567 for point-to-point transmission service, and this fiscal year to date the City has paid \$1,106,926. Shown on the last page of the attached agreement is a sample revenue sharing illustration based on actual data. After receiving credits for Ames current transmission investment, one month of transmission service will cost approximately \$31,000. **Over the year, this will result in a transmission cost savings of over \$900,000.** As the new 161kV transmission facilities are placed in service and included in the investment calculation, the City’s net transmission cost will continue to decrease each year. Depending on several factors, the City could reach a point where our investments fully offset our transmission costs, and the utility actually begins to receive monthly payments for these investments.

It is customary for staff to bring an agreement to Council for signature after the other party has signed. In this case, Cedar Falls Utilities signed on April 16, 2014, but MidAmerican will not be able to sign the agreement until April 23, 2014. They then must file the agreement with the Federal Energy Regulatory Commission (FERC). If successfully approved by the City Council, Ames will begin receiving transmission

credits as of the effective date approved by the FERC, which is currently estimated to be June 1st.

Staff met with the Electric Utility Operations Review and Advisory Board (EUORAB) on March 26th and presented an overview of how the utility currently purchases transmission service and the changes that would take place if we were to become a transmission owner in MISO. The EUORAB accepted the staff recommendation to become a transmission owner in MISO, and to forward this recommendation to the City Council.

ALTERNATIVES:

1. Approve the attached joint pricing agreement with MidAmerican Energy and Cedar Falls Utilities. This alternative will allow the Ames Municipal Electric utility to take advantage of the transmission credits and thus lower our transmission costs each year.
2. Do not approve these agreements. If this alternative is followed, the cost of transmission service to the Ames Municipal Electric utility will be approximately \$1,500,000 per year.

MANAGER'S RECOMMENDED ACTION:

Transmission service is necessary to purchase low cost energy and wind energy from the electric grid. Point-to-point transmission service has served the City well when we first entered the MISO energy market. **Today, with in the inclusion of transmission credits for our 69kV facilities and the addition of the new 161kV line, Ames can receive credits for its investment into the transmission grid.** This agreement creates fair and equitable treatment of transmission investments and service to our customers. Network service becomes the low cost option for transmission service.

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

JOINT PRICING ZONE REVENUE ALLOCATION AGREEMENT

This Joint Pricing Zone Revenue Allocation Agreement ("Agreement") is made and entered into as of the __ day of _____, 2014, by and between MidAmerican Energy Company, an Iowa corporation ("MidAmerican"), the Municipal Electric Utility of the City of Cedar Falls, Iowa ("Cedar Falls"), a municipal utility organized under the laws of the state of Iowa, and the City of Ames, Iowa ("Ames"), a municipal corporation, with offices in the City of Ames, Iowa, and any successors thereof, which are referred to herein collectively as "Parties" and singularly as "Party," with respect to the allocation of certain transmission revenues that the Midcontinent Independent System Operator, Inc. ("MISO") distributes to the MidAmerican pricing zone (a zone that includes facilities and loads of MidAmerican, Cedar Falls and Ames, hereinafter referred to as "MidAmerican Zone") and charges for (1) transmission services and (2) payments among the Parties for network use of each other's transmission facilities in the MidAmerican pricing zone that are not billed by MISO.

WITNESSETH:

WHEREAS, MidAmerican and Cedar Falls became MISO Transmission Owners in the MidAmerican Zone on September 1, 2009 and Ames will become a MISO Transmission Owner in the MidAmerican Zone on June 1, 2014 and take transmission service under the MISO Open Access Transmission, Energy and Operating Reserves Markets Tariff ("Tariff"); and

WHEREAS, the revenue requirements for each Party's transmission facilities in the MidAmerican Zone are included in the MISO transmission service rates for the MidAmerican Zone; and

WHEREAS, MISO collects revenues for a pricing zone and remits those revenues to a single Transmission Owner regardless of the number of Transmission Owners within that zone; and

WHEREAS, MISO distributes all revenues to MidAmerican for the MidAmerican Zone; and

WHEREAS, the city of Atlantic, the city of Montezuma, the city of Tipton, the city of Eldridge, the city of Pella and the Iowa Public Power Agency ("IPPA") own transmission facilities in the MidAmerican Zone and have assigned any rights to transmission revenues recovered for such facilities to Cedar Falls; and

WHEREAS, the Municipal Energy Agency of Nebraska ("MEAN"), the city of Waverly and the city of Indianola own transmission facilities in the MidAmerican Zone and receive consideration for such ownership via the provisions of Section 30.9 of the MISO Tariff which result in MEAN's, Waverly's and Indianola's facilities being considered as part of MidAmerican's facilities for the purpose of this Agreement; and

WHEREAS, MISO does not bill the Parties and does not collect revenues for the MISO network transmission service provided to Ames, Cedar Falls and MidAmerican in the MidAmerican Zone; and

WHEREAS, MISO does not bill all of the parties who have assigned their transmission facilities to Cedar Falls for MISO network transmission service and does not collect revenues for the MISO network transmission service provided to such parties; and

WHEREAS, this Agreement addresses the allocation of MISO revenues among the Parties identified herein so that each Party will recover its proportionate share of these MISO revenues; and

WHEREAS, this Agreement also addresses payments among the Parties, as well as the parties who have assigned their transmission facilities to Cedar Falls, for network integration transmission service in the MidAmerican Zone that are not billed by MISO.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement without other definitions will have the meanings set forth below or, if not set forth below, as defined in the Tariff:

Agreement: This Joint Pricing Zone Revenue Allocation Agreement, including any attachments hereto, or amendments thereof.

Annual Transmission Revenue Requirement ("ATRR"): The Annual Transmission Revenue Requirement for each Party's facilities in the MidAmerican Zone, as reflected in that Party's Attachment O. In the case of Cedar Falls, the ATRR of the facilities owned by Cedar Falls, Atlantic, Montezuma, Tipton, Eldridge, Pella and IPPA shall be summed to determine the Cedar Falls ATRR.

ATRR Allocator: The *pro rata* share of each Party's ATRR relative to the Zonal Revenue Requirement, expressed to two decimal places and computed annually (and recalculated whenever there is a change to any Party's ATRR).

Attachment O: Attachment O to the Tariff. For each month that this Agreement is in effect, MidAmerican will use Attachment O data on which the Zonal Transmission Rate for that month is based to determine the Facilities Value, Annual Transmission Revenue Requirement, and Network Load for each Party.

Facilities Value: The gross book value of the Transmission Facilities in the MidAmerican Zone owned by, or assigned to, each Party, as reflected in that Party's Attachment O. In the case of Cedar Falls, the gross book value of the facilities owned by

Cedar Falls, Atlantic, Montezuma, Tipton, Eldridge, Pella and IPPA shall be summed to determine the Cedar Falls Facilities Value.

FERC or Commission: The Federal Energy Regulatory Commission or its successor.

FPA: The Federal Power Act, 16 U.S.C. §§ 791a-825r, *as amended by* Pub. L. No. 109-58, 119 Stat 594 (2005).

Gross Book Value ("GBV") Allocator: The *pro rata* share of each Party's Facilities Value relative to the Zonal Facilities Value (in terms of gross book value), expressed to two decimal places and computed annually.

Governmental Authority: Any court, tribunal, agency, commission, or similar governing entity having jurisdiction over the applicable Party or subject matter.

Imputed Transmission Charge ("ITC"): The imputed charge for network integration transmission service utilized by each Party not otherwise billed for MISO network transmission service by MISO to serve its Network Load in the Joint Pricing Zone.

Inter-Zonal Revenues: Transmission revenues collected under Tariff Schedules 7, 8, and 9 for transactions outside of the MidAmerican Zone or sourcing in the MidAmerican Zone and sinking outside of the MidAmerican Zone. Inter-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to MidAmerican for the Joint Pricing Zone, and allocated among the Parties using the GBV Allocator.

Intra-Zonal Revenues: Revenues received under Tariff Schedules 7, 8, and 9 from transmission service provided within the MidAmerican Zone for transactions inside the pricing zone or sinking in the MidAmerican Zone. Intra-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to MidAmerican for the Joint Pricing Zone, and allocated among the Parties using the ATRR Allocator.

Joint Pricing Zone or JPZ: The MidAmerican Zone, which includes transmission facilities owned by the Parties hereto or facilities for which all rights to receive revenues which have been assigned to a Party.

MISO Adjustments: Adjustments to Intra-Zonal Revenues or Inter-Zonal Revenues made by MISO after such revenues have been distributed to MidAmerican. Credits or debits made by MISO to revenues for periods during which this Agreement is in effect will be added to, or subtracted from, the total amount of Inter-Zonal Revenues and Intra-Zonal Revenues available for distribution among the Parties.

Monthly Network Revenues: The *pro rata* share of revenues associated with the Imputed Transmission Charge to which each Party is entitled, which is allocated using the ATRR Allocator.

Net Revenues: The amount that each Party is entitled to receive (if this amount is positive) or obligated to pay (if this amount is negative) under this Agreement each month.

Network Load: The 12-month average of each Party's system coincident peak load in the MidAmerican Zone, as reflected in that Party's Attachment O, excluding any load that already pays Tariff Schedule 9 charges directly to MISO. In the case of Cedar Falls, the Network Load of Cedar Falls and Atlantic shall be summed to determine the Cedar Falls Network Load.

MidAmerican Zone: Zone 24 of Schedule 9 of the Tariff.

Parties: The signatories to this Agreement, including any entities that become signatories pursuant to Section 6.2 of this Agreement.

Revenue Share: The revenues to which each Party is entitled prior to deduction of its Imputed Transmission Charge, which includes its Monthly Network Revenues, its share of Inter-Zonal Revenues, and its share of Intra-Zonal Revenues, as calculated on a monthly basis.

Tariff: The Open Access Transmission, Energy and Operating Reserves Markets Tariff for the Midwest Independent Transmission System Operator, Inc. on file with the Commission as MISO FERC Electric Tariff, Fourth Revised Volume No. 1, or any successor tariff.

Transmission Owner: A signatory to the MISO Agreement that meets the criteria for the term "Owner" set forth therein.

Transmission Owners' Agreement or MISO Agreement: Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., a Delaware Non-Stock Corporation, on file with the FERC as Midcontinent Independent System Operator, Inc. FERC Electric Tariff, Rate Schedule No. 1, or any successor agreement.

Transmission Facilities: These facilities shall include (i) all Parties' non-radial facilities at or above 69 kilovolts (hereinafter "kV") and (ii) all non-radial transformers where the two (2) highest voltages qualify under the voltage criteria of item (i) above.

Zonal Facilities Value: The sum of the Parties' Facilities Values.

Zonal ITC: The sum of the Parties' Imputed Transmission Charges.

Zonal Transmission Rate: The rate for monthly service provided in the Joint Pricing Zone under Tariff Schedule 9.

Zonal Revenue Requirement: The sum of the Parties' Annual Transmission Revenue Requirements.

ARTICLE II

RELATIONSHIP BETWEEN MISO AND THE PARTIES

2.1 Relationship between MISO and the Parties. As the Tariff administrator and independent operator of a regional transmission system that includes the facilities in the JPZ, MISO distributes Inter-Zonal Revenues and Intra-Zonal Revenues to MidAmerican. Pursuant to the Transmission Owners' Agreement, each of the Parties is entitled to a portion of such Inter-Zonal Revenues and Intra-Zonal Revenues.

2.2 Relationship among MidAmerican, Cedar Falls and Ames.

- (a) MidAmerican will bill, allocate and distribute all amounts due to, or owed by, the Parties under this Agreement. Cedar Falls shall be responsible for determining the amounts to be retained by itself and the amounts it will distribute to Atlantic, Montezuma, Tipton, Eldridge, Pella and IPPA and for distributing such amounts to such entities.
- (b) Cedar Falls will pay any amounts owed under this Agreement to MidAmerican. Cedar Falls shall be responsible for determining the amounts it is required to pay itself as well as the amounts to be paid to Cedar Falls by Atlantic, Montezuma, Tipton, Eldridge, Pella and IPPA.
- (c) Ames will pay any amounts owed under this Agreement to MidAmerican.

2.3 Services Provided by MidAmerican. Each Party shall pay MidAmerican \$240/month for billing and accounting services associated with MidAmerican performing its obligations under this Agreement. Such payment shall be reflected in the monthly payment/receipt in accordance with Section 3.4.

ARTICLE III

REVENUE DISTRIBUTION METHOD

3.1 Periodic Calculations. As necessary to reflect changes to Facilities Values or ATRRs, the Parties will update their respective Attachment O templates. MidAmerican will use that information to calculate the following:

- (a) **Zonal Facilities Value; GBV Allocator.** To determine the Zonal Facilities Value, MidAmerican will calculate the sum of all Parties' Facilities Values. MidAmerican will determine a GBV Allocator for each Party based on the *pro rata* share of that Party's Facilities Value relative to the Zonal Facilities Value.
- (b) **Zonal Revenue Requirement; ATRR Allocator.** To determine the Zonal Revenue Requirement, MidAmerican will calculate the sum of all Parties' Annual Transmission Revenue Requirements. MidAmerican will determine an ATRR

Allocator for each Party based on the *pro rata* share of that Party's Annual Transmission Revenue Requirement relative to the Zonal Revenue Requirement.

(c) **Imputed Transmission Charge.** To determine the Imputed Transmission Charge for each Party, MidAmerican will multiply that Party's Network Load by the Zonal Transmission Rate.

(d) **Zonal ITC.** To determine the Zonal ITC, MidAmerican will calculate the sum of all Parties' Imputed Transmission Charges (Cedar Falls Imputed Transmission Charge + MidAmerican Imputed Transmission Charge + Ames Imputed Transmission Charge).

(e) **Monthly Network Revenues.** To determine each Party's Monthly Network Revenues, MidAmerican will multiply that Party's ATRR Allocator by the Zonal ITC.

3.2 Distribution of Periodic Calculations. The computations detailed in Section 3.1 above will be calculated at least annually and recalculated any time there is a change in Attachment O impacting any Party's Facilities Value, Annual Transmission Revenue Requirement, or Imputed Transmission Charge. MidAmerican will provide this calculation to Cedar Falls and Ames within thirty (30) days of a change in the Attachment O data and calculations posted by MISO.

3.3 Monthly Calculations. The following computations will be made on a monthly basis:

(a) **Revenue Shares.** To calculate the Revenue Share for each Party, MidAmerican will determine the sum of the following three (3) numbers, as illustrated below:

(i) the product of the Inter-Zonal Revenues for the preceding month (net of MISO Adjustments) and that Party's GBV Allocator;

(ii) the product of the Intra-Zonal Revenues for the preceding month (net of MISO Adjustments) and that Party's ATRR Allocator; and

(iii) that Party's Monthly Network Revenues.

Revenue Share (Illustration)

<u>Cedar Falls Revenue Share</u> =	Cedar Falls GBV Allocator x Inter-Zonal Revenues	+	Cedar Falls ATRR Allocator x Intra-Zonal Revenues	+	Cedar Falls ATRR Allocator x Zonal ITC
<u>Ames Revenue Share</u> =	Ames GBV Allocator x Inter-Zonal Revenues	+	Ames ATRR Allocator x Intra-Zonal Revenues	+	Ames ATRR Allocator x Zonal ITC

(b) **Net Revenues.** To calculate the Net Revenues for each Party, MidAmerican will subtract that Party's Imputed Transmission Charge from its Revenue Share.

3.4 Monthly Payments. The following payments will be made on a monthly basis:

(a) **Cedar Falls Payment/Receipt.**

- (i) If Cedar Falls' Net Revenues are positive, then MidAmerican will pay an amount equal to Cedar Falls' Net Revenues to Cedar Falls. Cedar Falls shall be responsible for determining the portion of the payment it receives from MidAmerican to be retained by Cedar Falls and the portion of the payment it receives from MidAmerican to be distributed to Atlantic, Montezuma, Tipton, Eldridge, Pella and IPPA and for distributing such amounts to such entities.
- (ii) If Cedar Falls' Net Revenues are negative, then Cedar Falls will pay an amount equal to Cedar Falls' Net Revenues to MidAmerican. Cedar Falls shall make a single payment on behalf of itself as well as for Atlantic. Cedar Falls shall be responsible for determining the amounts it is required to pay on behalf of itself as well as the amounts to be paid by Atlantic. In no event shall Cedar Falls fail to make a payment to MidAmerican on the basis that Atlantic, failed to make a payment to Cedar Falls.

(b) **Ames Payment/Receipt.**

- (i) If Ames' Net Revenues are positive, then MidAmerican will pay an amount equal to Ames' Net Revenues to Ames.

(ii) If Ames' Net Revenues are negative, then Ames will pay an amount equal to Ames' Net Revenues to MidAmerican.

(c) **Timing Of Monthly Payments/Receipts.** MidAmerican shall make payments to the Parties within 10 days of receiving revenues from the Midwest ISO. The Parties shall make payments to MidAmerican within 7 days of receiving the monthly statement of Net Revenues from MidAmerican.

3.5 Illustration of Revenue Allocation. Distribution of Joint Pricing Zone revenues under this Article III is illustrated in Attachment A hereto.

3.6 Provision of Information. Within 10 days of receiving the monthly revenue statement from the Midwest ISO, MidAmerican will update the information in Attachments A for the preceding month and distribute it to the other Parties, including the calculations for Revenue Share and Net Revenues for each Party, as well as calculations for Inter-Zonal Revenues and Intra-Zonal Revenues for the MidAmerican Zone.

3.7 Data and Records Requirements. MidAmerican will maintain records substantiating all revenues that it allocates, distributes, or receives under this Agreement. Cedar Falls and Ames will maintain records substantiating all information they provide to MidAmerican and documenting all amounts that they pay or receive under this Agreement. The records maintained by all Parties pursuant to this Section 3.7 shall be subject to the audit requirements of Section 8.9.

ARTICLE IV

TERM AND WITHDRAWAL

4.1 Effective Date. The allocation and distribution of revenues set forth in Article III of this Agreement will be deemed effective in the following manner:

(a) The calculation of Imputed Transmission Charge and Monthly Network Revenue will be deemed effective as of the effective date approved by FERC for all Parties having an Attachment O approved by MISO; and

(b) The calculation of Intra Zonal Revenues and Inter Zonal Revenues will be deemed effective as of the date approved by FERC for all Parties having an Attachment O approved by MISO.

4.2 Termination. This Agreement will remain in effect for two years after the date of its execution and continue thereafter so long as the rates for service under the Tariff are zonal-based rates and MidAmerican and at least one of the other Parties is a Transmission Owner. Starting on the second anniversary of the execution of this Agreement, any Party may terminate its participation in this Agreement by providing two (2) years' prior written notice of its intent to terminate.

4.3 Withdrawal from MISO. Notwithstanding the requirements of Section 4.2, upon one year's prior written notice to the other Parties, a Party may withdraw from this Agreement if such Party is withdrawing from MISO. Up to and after its withdrawal, the withdrawing Party will be entitled to receive, or obligated to pay, revenues in accordance with Article III for the period up to its withdrawal. All of the withdrawing Party's other rights and obligations hereunder will terminate upon withdrawal, subject to financial settlement for the period ending on the date of termination. This Agreement will remain in effect for any Party not withdrawing unless (i) MidAmerican withdraws or (ii) all Parties except MidAmerican withdraw. In the event that MidAmerican withdraws from MISO, MidAmerican will negotiate in good faith with the other Parties to effectuate an equitable allocation of the revenues and costs covered by this Agreement, applying a methodology that is consistent with the principles established by this Agreement. Nothing in this Agreement will be construed as affecting the rights of any Party hereto to: (i) unilaterally make an application to FERC to withdraw from MISO; or (ii) challenge such withdrawal from MISO by any other Party.

4.4 Material Changes to MISO Tariff. In the event that the Commission approves a change to the MISO Tariff that has a material impact in the sole judgment of the affected Party on the revenue-sharing provisions in Article III of this Agreement, the Parties shall negotiate in good faith to amend this Agreement. If the Parties are unable to reach agreement on amendments to this Agreement, any Party may terminate its participation in the Agreement upon one year's prior written notice to the other Parties.

ARTICLE V

OTHER TARIFF SCHEDULES AND CHARGES

5.1 Revenues Collected Pursuant to Other Tariff Schedules. Unless specifically addressed by this Agreement, revenues collected by MISO pursuant to Tariff Schedules that are in effect at the time of execution of this Agreement, but are not explicitly referenced in this Agreement, will not be distributed under this Agreement. In the event that the Commission approves new Schedules to the Tariff which result in additional revenues being collected based on transmission investment and distributed to MidAmerican in part on behalf of the other Parties, the Parties will negotiate in good faith to establish an equitable methodology for allocation of revenues collected thereunder, applying the principles established by this Agreement.

5.2 Revenues Collected for Wholesale Distribution Service on Distribution Facilities. Revenues received by MidAmerican for Wholesale Distribution Service provided by any Party other than MidAmerican shall be remitted by MidAmerican to the appropriate Wholesale Distribution Service provider.

ARTICLE VI

AMENDMENT AND NEW PARTIES

6.1 Amendment. This Agreement may be amended only by a written instrument duly executed by all of the Parties. No modification to any of the provisions herein will be binding on any of the Parties unless approved in writing by all of the Parties.

6.2 New Parties. In order to share in distribution of revenues on a comparable basis with the other Parties to this Agreement, a new Transmission Owner in the Joint Pricing Zone may become a Party to this Agreement, as amended to include such new Party.

ARTICLE VII

DISPUTE RESOLUTION

7.1 Dispute Resolution Process. Any dispute or controversy relating to this Agreement shall be referred to one or more designated representative(s) of each affected Party for resolution on an informal basis as promptly as practicable. Any Party may initiate this process by providing written notice of the dispute to the other Parties. In the event that the Parties are unable to resolve the dispute within sixty (60) days of such written notice, the dispute may be referred to formal alternative dispute resolution processes if mutually agreeable to the Parties. If no satisfactory resolution is reached, the processes set forth in this provision will terminate. Thereafter, such dispute or controversy may be submitted to any Governmental Authority having jurisdiction under applicable law.

7.2 Reimbursement. Any amounts owed by any Party upon the resolution of a dispute shall be paid within ten (10) days following resolution of that dispute, including interest from the original due date at a rate equal to the FERC Electric Interest Rate, unless otherwise agreed by the Parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Descriptive Headings. The descriptive headings in this Agreement have been inserted for convenience of reference and shall not affect the construction of this Agreement.

8.2 Governing Law and Venue. This Agreement shall be interpreted and enforced according to the laws of the State of Iowa, except to the extent preempted by the laws of the United States of America. Any action arising hereunder that involves questions of state law shall be instituted and litigated in the courts of Iowa.

8.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the Parties' successors and assigns.

8.4 Delivery of Notices. Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means. Any notice required under this Agreement will be deemed to have been given either: i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or ii) upon confirmation, if given by other reliable means.

8.5 Entire Agreement; Non Waiver. This Agreement, including any attachments hereto, constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement, and its interpretation shall not be affected by previous or contemporary oral or written representations made by any Party unless such representations are contained in this Agreement. Waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure

8.6 Counterparts. This Agreement may be executed in counterparts, all of which will constitute one agreement and will have the same force and effect as an original instrument.

8.7 Section 206 Right. Each Party will retain all rights it may have pursuant to Section 206 of the Federal Power Act., 16 U.S.C. § 824e, *amended by* Pub. L. No. 109-58, §§ 1285-86, 119 Stat. 594, 980-81 (2005).

8.8 Section 205 Right. During the term of this Agreement, the provisions hereof will not be subject to any changes pursuant to the provisions of Section 205 of the Federal Power Act, 16 U.S.C. § 824d, absent the agreement of all Parties hereto. The standard of review for any changes other than those expressly provided for herein will be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

8.9 Audits. The Parties will maintain and retain for six (6) years the books and records needed to substantiate the calculations performed pursuant to Article III, and all data substantiating allocation of revenues or costs under this Agreement. Any Party may conduct, at its own expense, audits of any other Party's books and records that relate to this Agreement. Such audits will be conducted at reasonable, mutually agreed-upon times, and the Parties will cooperate in good faith to effectuate such audits.

8.10 Regulatory Approval. This Agreement is subject to regulatory approvals. In the event that FERC or any Governmental Authority disapproves or refuses to accept this Agreement in whole or in part, this Agreement will cease to be effective, except that the Parties will be obligated to attempt expeditiously and in good faith to negotiate a substitute agreement that addresses the reasons for such refusal or disapproval. In negotiating a substitute agreement, no Party will be required to accept any change that would reasonably be expected to reduce its expected economic benefit from the transaction.

8.11 Limitations. Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership. Each Party will remain liable for its share of charges or

assessments incurred under the Tariff or MISO Agreement, including congestion costs, lost revenue charges, exit fees and comparable costs.

8.12 Indemnification. Each Party shall indemnify and save each other Party harmless from all damages, losses, claims, costs, legal fees, and/or expenses for injury to or death of any person, or damage to any property, resulting from the operation of facilities controlled by it within the Joint Pricing Zone, unless and to the extent caused by the negligence or intentional wrongdoing of one of the other Parties.

IN WITNESS THEREOF, the Parties, by their duly authorized agents, have hereunder executed this Agreement.

MIDAMERICAN ENERGY COMPANY
An Iowa Corporation

By: _____
Jeffery Gust
Vice President - Compliance and Standards

Date _____

**THE MUNICIPAL ELECTRIC UTILITY OF THE CITY OF CEDAR FALLS,
IOWA**

An Iowa Municipal Utility

By: _____
NAME: _____
TITLE: _____

Date _____

THE CITY OF AMES, IOWA

A Municipal Corporation

By: _____

NAME: _____

TITLE: _____

Date _____

ATTACHMENT A: REVENUE-SHARING ILLUSTRATION FOR CEDAR FALLS SUB-ZONE
 February 2014

Cedar Falls Sub-Zone Imputed Transmission Charge (ITC)			
	Cedar Falls Sub-Zone Average 12CP Load (kW)	Zonal Transmission Rate (Monthly)	Cedar Falls Sub-Zone Imputed Transmission Charge (Monthly)
	101,873	\$ 2.506	\$ (255,285.89)

Zonal ITC			
	Imputed Transmission Charge (Monthly)	Cedar Falls Sub-Zone ATRR Allocator	Cedar Falls Sub-Zone Share of Monthly Network Revenues
MidAmerican	\$ 9,418,303.60		
Ames	\$ 257,243.02		
Cedar Falls Sub-Zone	\$ 255,285.89		
Zonal ITC	\$ 9,930,832.52	3.69%	\$ 366,323.79

Joint-Zonal Revenue Sharing			
Inter-Zonal Revenues and Adjustments	MISO Monthly Revenues and Adjustments	Cedar Falls Sub-Zone GBV Allocator	Cedar Falls Sub-Zone Share of Inter-Zonal Revenues
Basic Transmission Service Revenue - GBV Basis	\$ 436,168.53		
Basic Transmission Service Revenue - TPF Basis	\$ -		
MISO Adjustment to Inter-Zonal Revenues	\$ -		
Total Inter-Zonal Revenues (net of adjustments)	\$ 436,168.53	3.19%	\$ 13,918.00
Intra-Zonal Revenues and Adjustments	MISO Monthly Revenues and Adjustments	Cedar Falls Sub-Zone ATRR Allocator	Cedar Falls Sub-Zone Share of Intra-Zonal Revenues
Intra-Zonal Revenues	\$ 2,236,537.78		
MISO True-up to Intra-Zonal Revenues	\$ (10,136.31)		
MISO Adjustments to Intra-Zonal Revenues	\$ -		
Total Intra-Zonal Revenues (net of adjustments)	\$ 2,226,401.47	3.69%	\$ 82,126.43

Total Due To Cedar Falls Sub-Zone	\$ 207,082.32
<small>Cedar Falls Monthly Network Revenues + Cedar Falls Share of Intra-Zonal and Inter-Zonal Revenues</small>	

GBV and ATRR Allocator Calculations		
Gross Book Value (GBV)	2012/2014 Fac Value	GBV Allocator
MidAmerican	\$ 1,142,118,307	95.62%
Ames	\$ 14,237,255	1.19%
Cedar Falls Sub-Zone	\$ 38,115,176	3.19%
Zonal Facilities Value	\$ 1,194,470,738	100.00%
Annual Transmission Revenue Requirement (ATRR)	2012/2014 ATRR	ATRR Allocator
MidAmerican	\$ 140,516,204	94.49%
Ames	\$ 2,703,235	1.82%
Cedar Falls Sub-Zone	\$ 5,485,351	3.69%
Zonal Revenue Requirement	\$ 148,704,790	100.00%

DEFINITIONS
TPF - Transmission Participation Factor
GBV - Gross Book Value

ATTACHMENT A: REVENUE-SHARING ILLUSTRATION FOR Ames SUB-ZONE
 February 2014

Ames Sub-Zone Imputed Transmission Charge (ITC)			
	Ames Sub-Zone Average 12CP Load (kW)	Zonal Transmission Rate (Monthly)	Ames Sub-Zone Imputed Transmission Charge (Monthly)
	102,654	\$ 2.506	\$ (257,243.02)

Zonal ITC			
	Imputed Transmission Charge (Monthly)	AmesSub-Zone ATRR Allocator	Ames Sub-Zone Share of Monthly Network Revenues
MidAmerican	\$ 9,418,303.60		
Ames	\$ 257,243.02		
Cedar Falls Sub-Zone	\$ 255,285.89		
Zonal ITC	\$ 9,930,832.52	1.82%	\$ 180,527.97

Joint-Zonal Revenue Sharing			
Inter-Zonal Revenues and Adjustments	MISO Monthly Revenues and Adjustments	Ames Sub-Zone GBV Allocator	Ames Sub-Zone Share of Inter-Zonal Revenues
Basic Transmission Service Revenue - GBV Basis	\$ 436,168.53		
Basic Transmission Service Revenue - TPF Basis	\$ -		
MISO Adjustment to Inter-Zonal Revenues	\$ -		
Total Inter-Zonal Revenues (net of adjustments)	\$ 436,168.53	1.19%	\$ 5,198.82
Intra-Zonal Revenues and Adjustments	MISO Monthly Revenues and Adjustments	Ames Sub-Zone ATRR Allocator	Ames Sub-Zone Share of Intra-Zonal Revenues
Intra-Zonal Revenues	\$ 2,236,537.78		
MISO True-up to Intra-Zonal Revenues	\$ (10,136.31)		
MISO Adjustments to Intra-Zonal Revenues	\$ -		
Total Intra-Zonal Revenues (net of adjustments)	\$ 2,226,401.47	1.82%	\$ 40,472.71

Total Due To Ames Sub-Zone	\$ (31,043.51)
<small>Ames Monthly Network Revenues + Ames Share of Intra-Zonal and Inter-Zonal Revenues</small>	

GBV and ATRR Allocator Calculations		
Gross Book Value (GBV)	2012/2014 Fac Value	GBV Allocator
MidAmerican	\$ 1,142,118,307	95.62%
Ames	\$ 14,237,255	1.19%
Cedar Falls Sub-Zone	\$ 38,115,176	3.19%
Zonal Facilities Value	\$ 1,194,470,738	100.00%
Annual Transmission Revenue Requirement (ATRR)	2012/2014 ATRR	ATRR Allocator
MidAmerican	\$ 140,516,204	94.49%
Ames	\$ 2,703,235	1.82%
Cedar Falls Sub-Zone	\$ 5,485,351	3.69%
Zonal Revenue Requirement	\$ 148,704,790	100.00%

<u>DEFINITIONS</u>
TPF - Transmission Participation Factor
GBV - Gross Book Value

COUNCIL ACTION FORM

REQUEST: REZONING AND MASTER PLAN FOR 3699 GEORGE WASHINGTON CARVER AVENUE (PROPOSED SCENIC VALLEY SUBDIVISION)

BACKGROUND INFORMATION:

Hunziker Land Development owns 120 acres of land west of George Washington Carver Avenue east of Squaw Creek. This land, previously known as the Athen property, was annexed into the City in December 2013. A general location map is found in Attachment A. At the time of annexation, the developer agreed to three basic development requirements for the site. This included the developer paying for the cost of off-site sanitary sewer improvements, restrictions on habitable structures in the environmentally sensitive area, and seeking rezoning to Suburban Residential Low-Density (FS-RL).

The subject site has a Village/Suburban Residential Land Use Designation with a portion of the site designated with an Environmentally Sensitive Overlay (see Attachment B). The owner proposes the development of a residential subdivision to be known as Scenic Valley and is requesting a rezoning from A-Agriculture to FS-RL. FS-RL is consistent with the underlying land use designations; and requires a minimum net development density of 3.75 units per acre. On March 4, 2014, the City Council indicated the need for a Master Plan to accompany the rezoning request. A full description of the rezoning process and plan is included in the attached addendum.

The proposed Master Plan shows between 85 and 145 units of single-family detached homes and between 25 and 45 units of single-family attached homes (town homes) developed on approximately 73 gross acres. The Master Plan includes approximately 47 acres of land protected from development. This protected area is at the southwest corner of the site with mostly wooded steep slopes and an open flood plain. The tree area appears to have voluntarily sprouted since the 1950s to 1960s during ownership by a prior property owner. Staff notes that there is also a natural gas transmission line within a 75-foot wide easement that traverses the middle of the site. Development would be precluded within this gas transmission line easement.

With the Master Plan, the developer has described their intentions for the protected area. The protected area roughly corresponds with the Environmentally Sensitive Overlay land use designation on the site. The developer proposes to limit structures to only that general area shown in red/orange area on the Master Plan. Within the red/orange area there would be an emphasis on preserving healthy trees while accommodating future building footprints as needed. The development area extends approximately 15 feet into the current tree line, but will vary with each lot in anticipation of uniform building envelopes. In the most impacted situation it may encroach 25 feet to create a building envelope. Clearing of unhealthy and dead trees would also be allowed within the red/orange area.

Within the green area of the Master Plan, the emphasis is again on maintaining healthy trees, but no habitable structures are allowed. Accessory structures like gazebos and

paths may be allowed. Ash trees may be removed when found. Soil disturbances in the steep slopes, as well in the green area, are to be avoided.

For any alternative where the Council requires a master plan, the Zoning Code requires the applicant to submit a signed zoning agreement that specifies future development will be consistent with the approved master plan subject to consistency with Municipal Code. **Staff recommends that submission of the signed zoning agreement for the master plan be required prior to the third reading of any ordinance rezoning the site.**

The Planning and Zoning Commission, by a vote of 6 to 0, recommended that the City Council approve the request for rezoning from A-Agriculture to FS-RL Suburban Low Density with the attached Master Plan. During the public hearing, one adjacent owner noted the presence of wildlife and hunters in the area. Staff noted that, following annexation, hunting is generally not allowed except in conjunction with a City-approved deer eradication program.

ALTERNATIVES:

1. The City Council can approve the request for rezoning from A-Agriculture to FS-RL Suburban Low Density with the attached Master Plan, based upon staff's findings and conclusions as found in the addendum, and have the first reading of the ordinance to rezone the site to FS-RL. **A signed zoning agreement will be required prior to the third reading of the ordinance.**
2. The City Council can deny the request for rezoning from A-Agriculture to FS-RL Suburban Low Density Residential with the attached Master Plan if the City Council finds that the City's regulations and policies are not met.
3. The City Council can defer action on this request and refer it back to City staff and/or the applicant for additional information.

RECOMMENDED ACTION:

As noted in the attached addendum, the proposed rezoning is consistent with the Land Use Policy Plan land use designations and policies. The applicant has proposed to define the Environmentally Sensitive Area in a general manner with the Master Plan, noting limited encroachments into the current tree line. The proposed housing types are as allowed in the proposed zoning, and from the described plan it appears to be feasible to develop the site consistent within the underlying zoning standards. Further information on density and protection measures of the Environmentally Sensitive Area will be specified with the subsequent preliminary plat. The Master Plan is consistent with the limitations noted in the pre-annexation agreement approved by the City Council in December, 2013. **A zoning agreement that states development of the site will be consistent with the Master Plan must be signed by the property owner prior to the third reading of a rezoning ordinance.**

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby approving the request for rezoning from A-Agriculture to FS-RL Suburban Low Density Residential with the attached Master Plan.

ADDENDUM

REZONING BACKGROUND:

Existing Land Use Policy Plan. The LUPP designation of the entire subject area is Village/Suburban Residential. A portion of the area containing the steep slopes and flood plain is also Environmentally Sensitive Overlay. The proposed change of zone to FS-RL is consistent with that designation. The LUPP designations of this and adjoining properties can be found in Attachment B.

The LUPP does not place any strict prohibition on development within the overlay—only that “special requirements may be necessary to ensure environmental compatibility.” Due to the general boundary of the designation the applicant has proposed to define it with the Master Plan designated areas. The pre-annexation agreement that accompanied the annexation in December noted that development shall be limited to paths, gazebos and other similar low impact open space amenities in the Environmentally Sensitive Overlay that would now be defined as the green area on the Master Plan.

The applicant has provided support materials (found in Attachment G) regarding the proposed rezoning and its conformance with the Land Use Policy Plan. While the rezoning of an area designated as Village/Suburban Residential on the LUPP to FS-RL is supported, there are several goals that can support the proposed rezoning.

Goal No. 2. In preparing for the target population and employment growth, it is the goal of Ames to assure the adequate provision and availability of developable land. It is the further goal of the community to guide the character, location, and compatibility of growth with the area’s natural resources and rural areas.

Goal No. 3. It is the goal of Ames to assure that it is an “environmentally-friendly” community and that all goals and objectives are integrated with this common goal. In continuing to serve as a concentrated area for human habitat and economic activity, Ames seeks to be compatible with its ecological systems in creating an environmentally sustainable community.

Existing Zoning. The site is zoned A-Agriculture. To the east, Northridge Heights is zoned FS-RL and further to the east FS-RM. To the south, the Northridge neighborhood is zoned RL. North and west of the site are large properties outside of the City limits and zoned Agriculture (A-1) by the County. An excerpt of the zoning map can be found in Attachment C. The proposed rezoning is reflected in Attachment D.

Existing Uses of Land. Land uses that occupy the subject property and other surrounding properties are described in the following table:

Direction from Subject Property	Existing Land Uses
Subject Property	Farmland, homestead
North	Farmland, scattered homesteads
East	Single-Family Homes (Northridge Heights)
South	Farmland, scattered homesteads, single-family

	homes (Northridge)
West	Farmland, rural residential west of Squaw Creek

Master Plan. The City Council, at the March 4th meeting, voted to require a Master Plan to accompany this rezoning. A Master Plan is intended to provide a general description of the intended development of a property. A Master Plan must address natural areas, buildable areas, building types, range of uses, and basic access points as described in zoning requirements of Section 29.1507(4) (see Attachment F).

The submitted Master Plan proposes two housing types—85-145 units of single-family detached homes and 25-45 units of single-family attached homes—and an area of about 47 acres protected from development. Both attached and detached single-family homes are required to be on individual lots. Layout and specific design of the site will be evaluated at the time of preliminary plat review. Attached single-family homes also require an administrative site development plan review after subdivision. The minimum density standard is 3.75 dwelling units per net acre. As proposed, the project would likely be at the low end of the density range. Full review of net acreage limitations will occur with the subsequent preliminary plat subdivision review.

In accordance with the language of the LUPP and the pre-annexation agreement for Environmentally Sensitive Area, the Master Plan includes language that states:

“The general boundary shown in orange shall be the limits of any habitable structures. Overgrowth and scrub trees may be removed within this area to allow for structures. Dead trees may be removed from this area. Emphasis should be placed on preserving existing healthy trees. Ash trees may be removed at any time.

“The general boundary shown in green shall be prohibited from building habitable structures. Dead, dangerous, and diseased trees may be removed from this area. Other trees may selectively be removed to improve the overall quality and health of the existing trees. Emphasis should be placed on preserving as many healthy trees as possible in this area. Ash trees may be removed at any time. Gazebos, non-habitable structures, and walking paths are permitted in this area. Gazebos, structures, excavation, and removal of cover on the steep slopes should be avoided whenever possible.”

Staff visited the site the first week of March. An examination of the wooded area at the top of and on the slope of the Squaw Creek valley finds an immature wooded area comprising mostly scrub trees and larger dead trees. Aerial photographs from 1950 show this area as clear cut to allow farming. While the lower bottomland and upper farmland remain in farming (at least until the previous growing season) the slopes have been allowed to develop with volunteer trees. Approximately 15-20 feet within the wooded area is an old farm fence line—further evidence that the area was once clear cut and now is being encroached upon by volunteer trees.

Infrastructure. During the Land Use Policy Plan review associated with the initial annexation request, an analysis of the necessary infrastructure to accommodate residential development was undertaken. City staff noted that, except for sanitary sewer

capacity downstream, all infrastructure needs could be met. There were no identified transportation impacts associated with development of the site. Water service is available at two points along George Washington Carver Avenue and sanitary sewer at one point. Downstream, within Moore Memorial Park, the sanitary sewer has a capacity limitation. The pre-annexation agreement requires the developer to put forward \$197,000 (to be updated at the time of final plat submittal) for improvements to correct this issue. The money will be deposited with the City prior to final platting. The capacity will be monitored and improvements made when needed. The money provided by the developer at the time of final plat approval represents his total and final contribution to the proposed improvements.

Access. The Master Plan includes a new intersection aligned with the existing Weston Drive and another point of access further to the north. The second point of access to the north will meet City specifications for separation along arterial roads. Internal circulation will be reviewed at the time of subdivision.

Applicant's Statements. The applicant has provided an explanation of the reasons for the rezoning in Attachment G.

Findings of Fact. Based upon an analysis of the proposed rezoning and laws pertinent to the applicant's request, staff makes the following findings of fact:

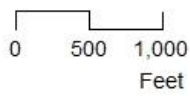
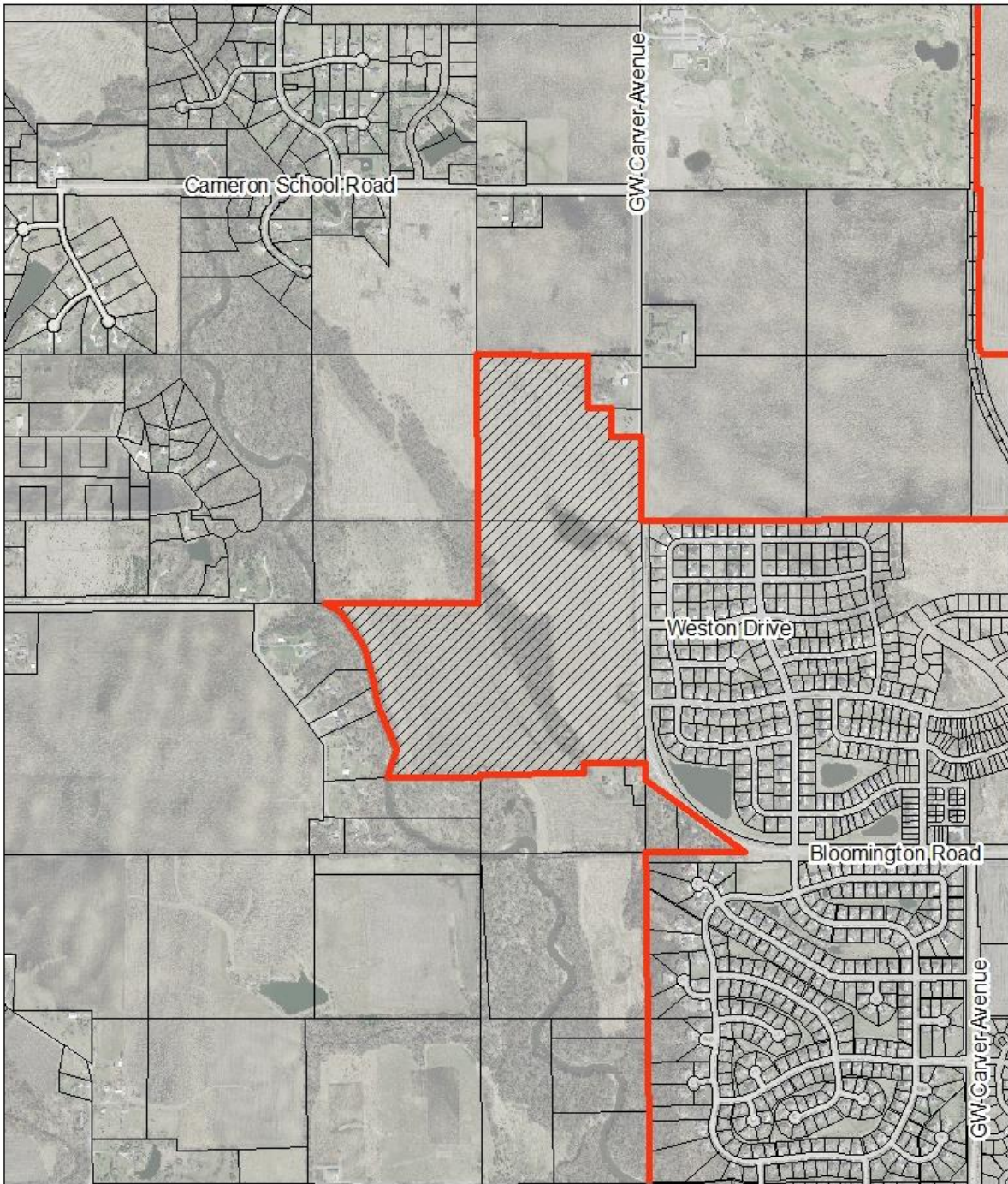
1. *Ames Municipal Code Section 29.1507(2)* allows owners of 50 percent or more of the area of the lots in any district desired for rezoning to file an application requesting that the City Council rezone the property. The property represented by the applicant is entirely under one ownership representing 100 percent of the property requested for rezoning.
2. The subject property has been designated on the Land Use Policy Plan (LUPP) Future Land Use Map as "Village/Suburban Residential" with a portion designated with the "Environmentally Sensitive Overlay."
3. The "Village/Suburban Residential" land use designation supports the "FS-RL Suburban Low Density Residential" zoning designation. Under a "FS-RL" zoning designation, detached and attached single-family housing types are allowed. FS-RL is consistent with the pre-annexation development agreement.
4. Infrastructure is adequate to serve the site and can be extended to the site. The applicant has committed to funding needed off-site sanitary sewer improvements to the specifications of the City. Specific improvements will be identified with the preliminary plat.
5. Master Plan identifies developable areas and range of uses consistent the proposed FS-RL zoning district. Subsequent development will be subject to subdivision review.
6. *Ames Municipal Code Sec. 29.1507(5)* requires approval of a zoning agreement for an application with a master plan and that all subsequent development comply with the master plan.

Public Notice. Notice was mailed to property owners within 200 feet of the subject site and a sign was posted on the subject property. As of this writing, no comments have been received.



Conclusions. Based upon the analysis in this report, staff concludes that the proposed rezoning of the subject property is consistent with the Future Land Use Map, as well as the Goals and Objectives of the City of Ames Land Use Policy Plan. The proposed rezoning is consistent with the allowances of the proposed FS-RL zoning district and Master Plan requirements for rezoning.

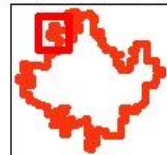
Attachment A

Location Map



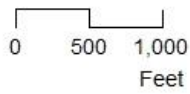
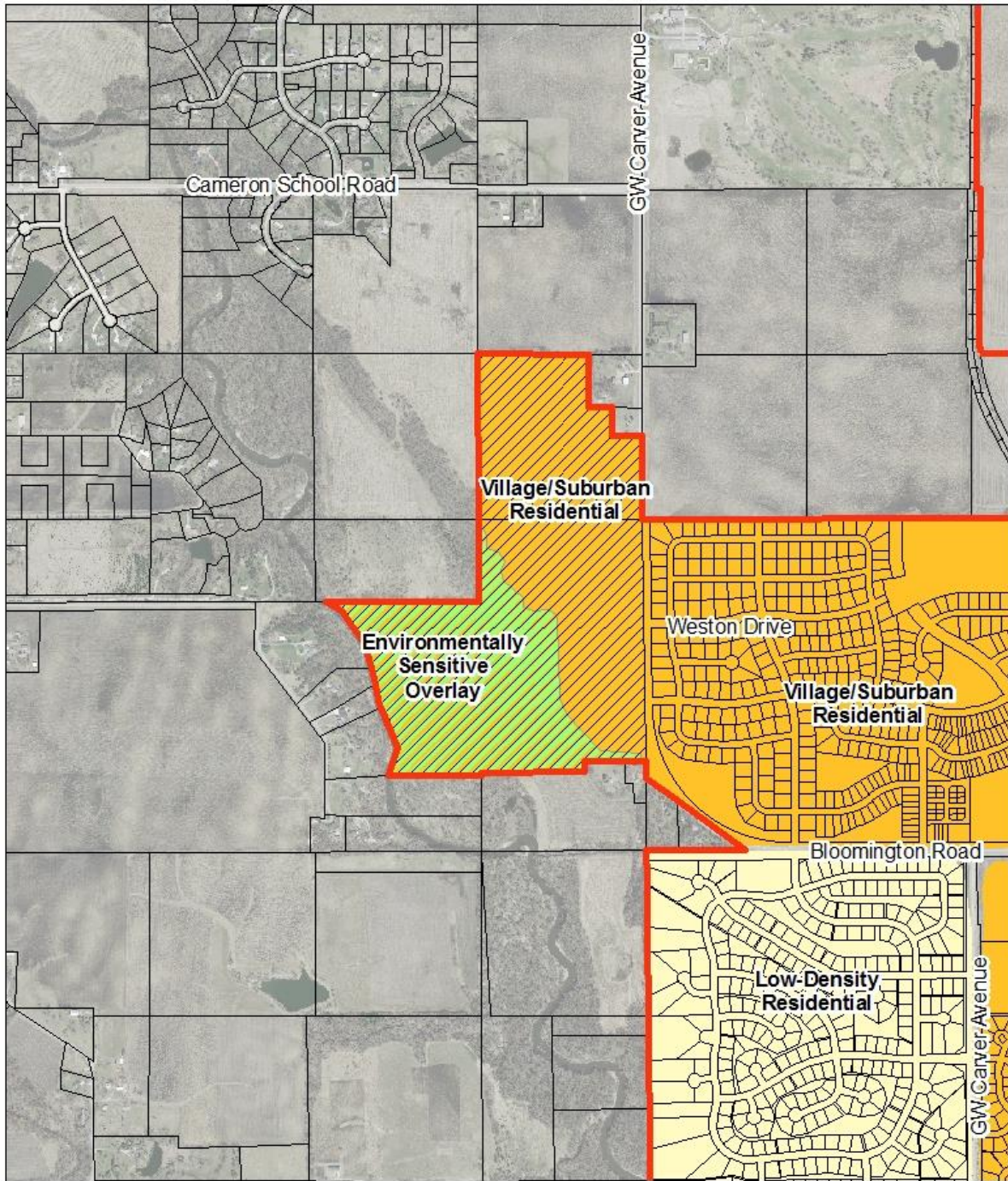
Legend

-  Ames City Boundary
-  Proposed Rezoning



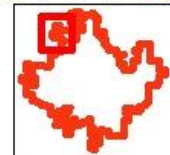
Attachment B

LUPP Future Land Use Map



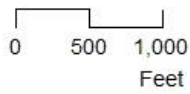
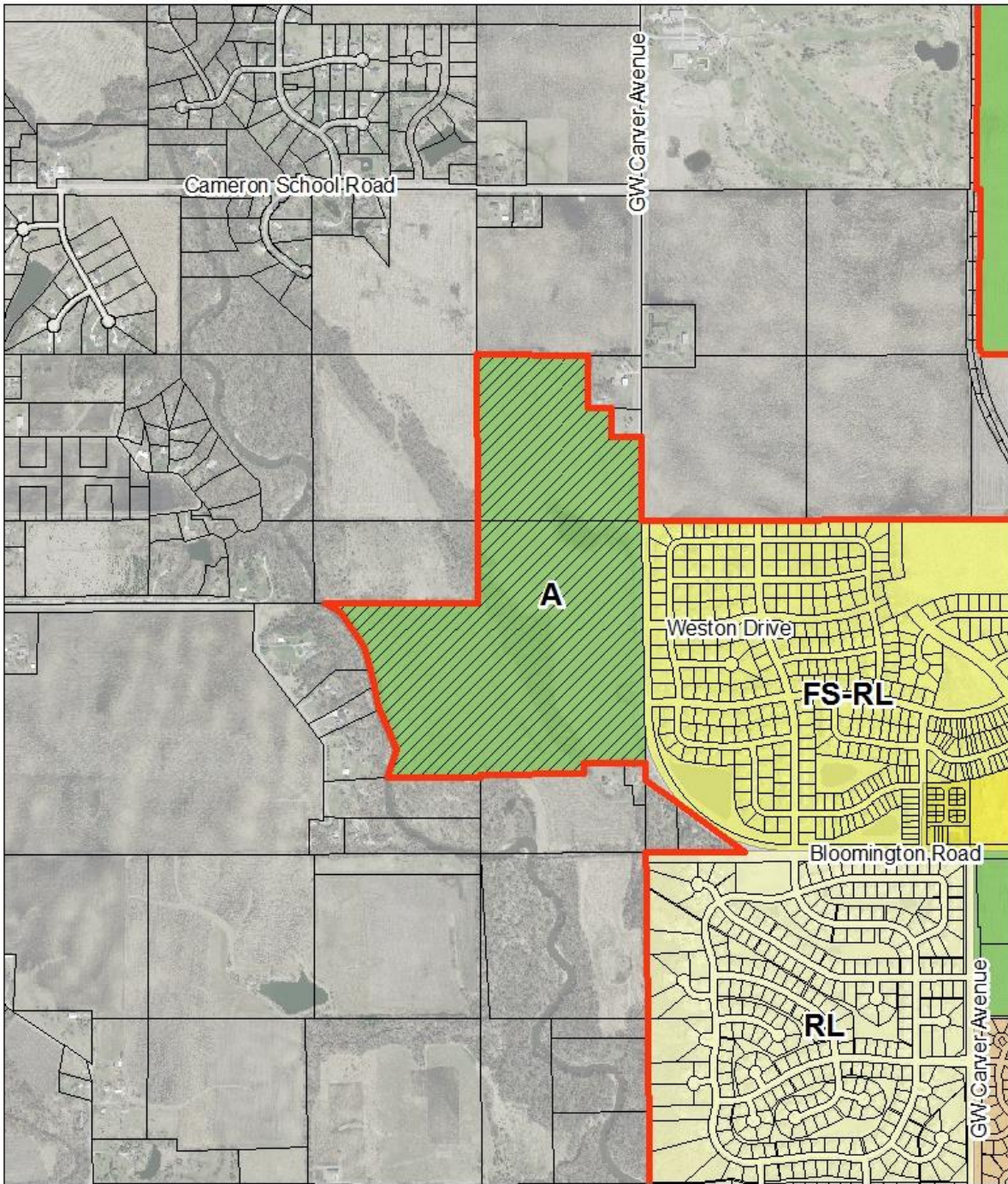
Legend

- Ames City Boundary
- Proposed Rezoning





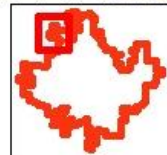
Attachment C

Existing Zoning



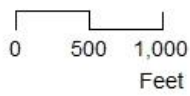
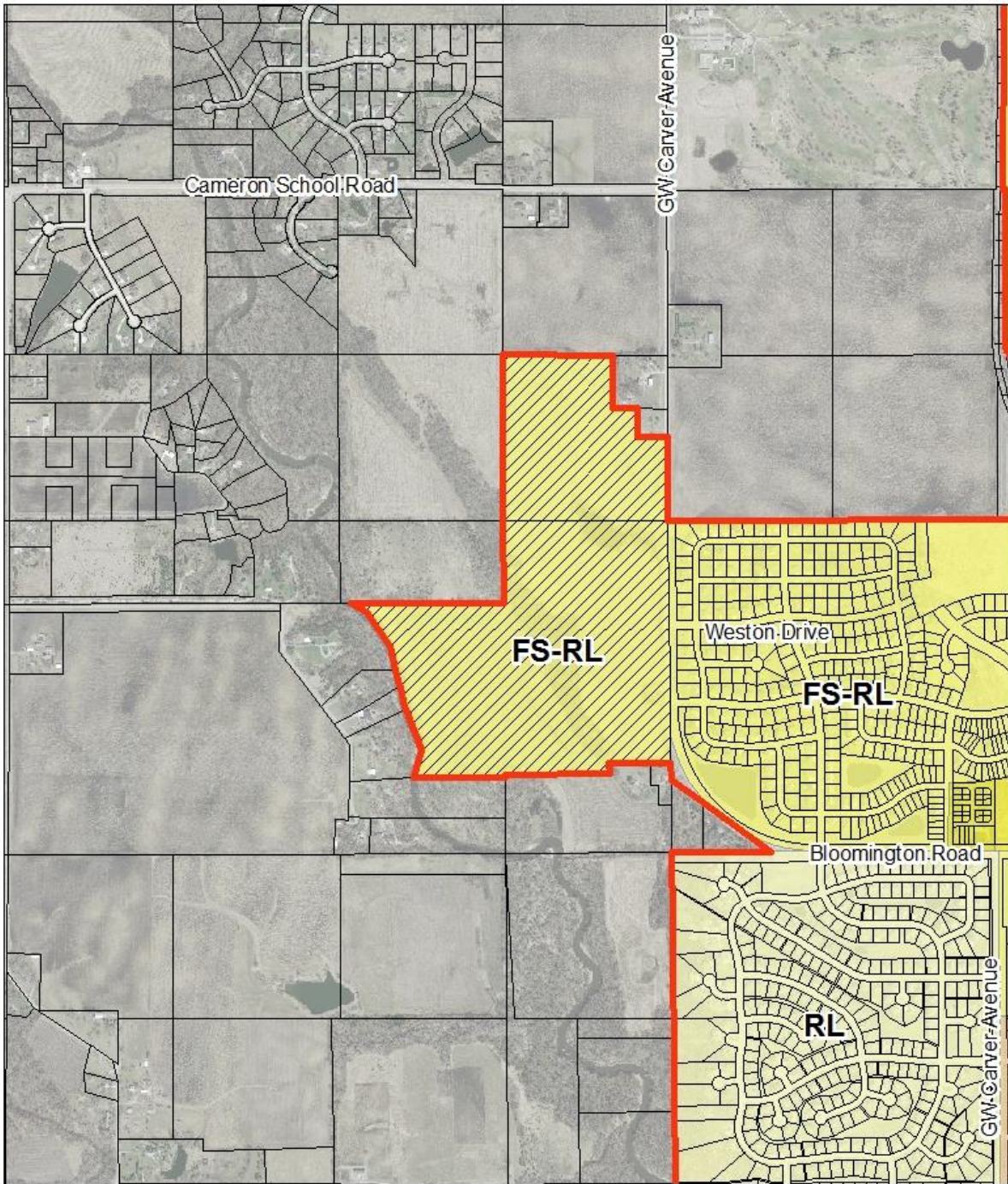
Legend

-  Ames City Boundary
-  Proposed Rezoning





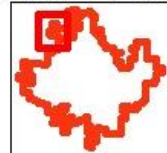
Attachment D

Proposed Zoning



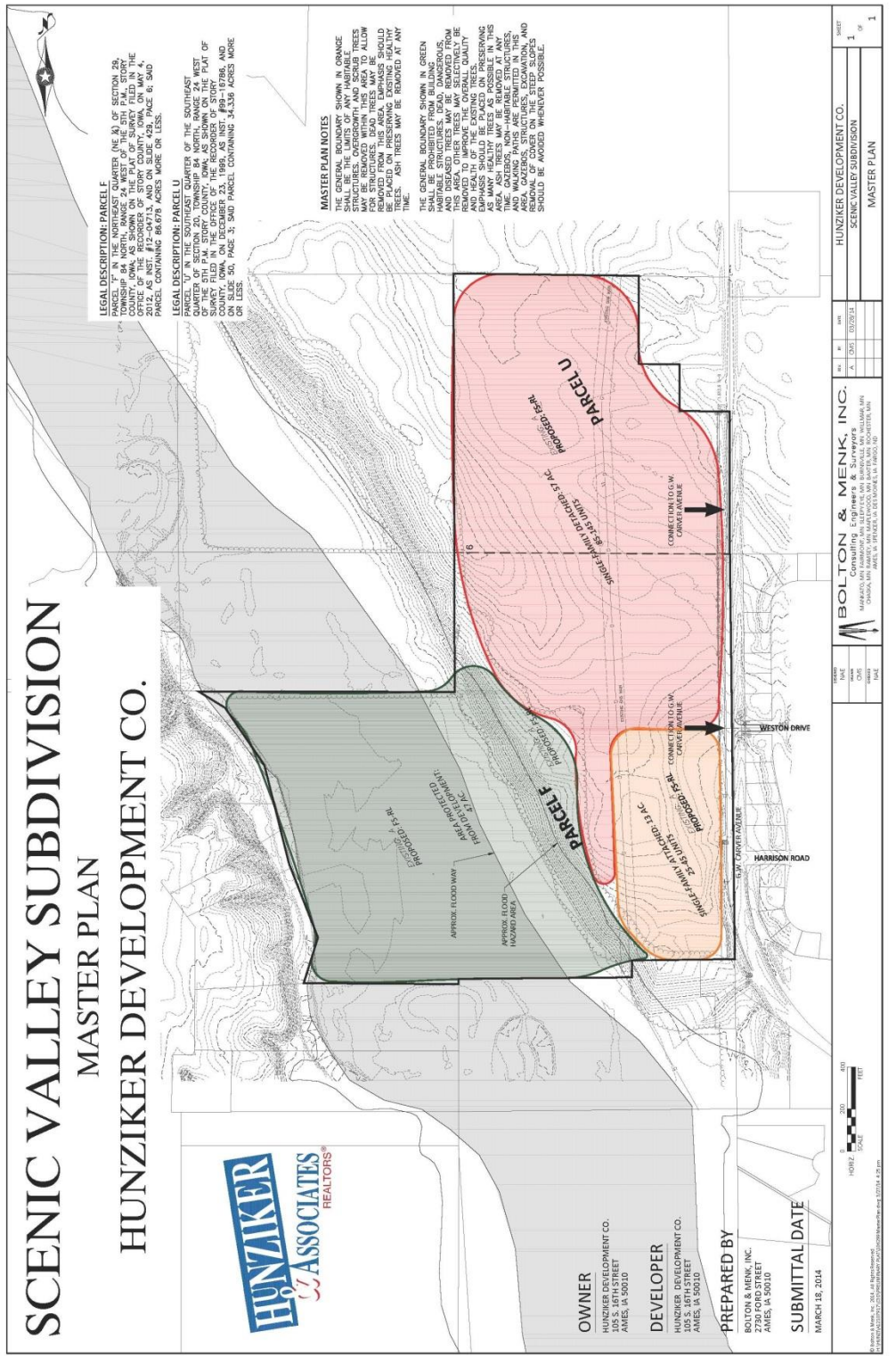
Legend

-  Ames City Boundary
-  Proposed Rezoning



Attachment E

Master Plan



SCENIC VALLEY SUBDIVISION

MASTER PLAN

HUNZIKER DEVELOPMENT CO.

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BOLTON & MENK, INC. Consulting Engineers & Surveyors <small>REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS IOWA STATE BOARD OF ENGINEERS AND SURVEYORS LICENSE NO. 217832; LICENSE NO. 12654; LICENSE NO. 21782; LICENSE NO. 21784</small>	HUNZIKER DEVELOPMENT CO. SCENIC VALLEY SUBDIVISION MASTER PLAN
SHEET 1 OF 1	1

Attachment F

Applicable Regulations

- Land Use Policy Plan (LUPP) Goals, Policies and the Future Land Use Map:

The Land Use Policy Plan (LUPP) Future Land Use Map identifies the land use designations for the property proposed for rezoning.

- Ames *Municipal Code* Chapter 29, Section 1507, Zoning Text and Map Amendments, includes requirements for owners of land to submit a petition for amendment, a provision to allow the City Council to impose conditions on map amendments, provisions for notice to the public, and time limits for the processing of rezoning proposals.
- Ames *Municipal Code* Chapter 29, Section 1200, Floating Zones, includes a list of uses that are permitted in the Village Residential, Suburban Residential and Planned Residential zoning districts and the zone development standards that apply to properties in those zones.

Per Section 29.1507(4): master plan Submittal Requirements:

- a. Name of the applicant and the name of the owner of record.
- b. Legal description of the property.
- c. North arrow, graphic scale, and date.
- d. Existing conditions within the proposed zoning boundary and within 200 feet of the proposed zoning boundary: Project boundary; all internal property boundaries; public rights-of-way on and adjacent to the site, utilities; easements; existing structures; topography (contours at two-foot intervals); areas of different vegetation types; designated wetlands; flood plain and floodway boundaries; areas designated by the Ames Land Use Policy Plan as Greenways and Environmentally Sensitive Areas
- e. Proposed zoning boundary lines.
- f. Outline and size in acres of areas to be protected from impacts of development
- g. Outline and size in acres of areas proposed of each separate land use and for each residential unit type
- h. Pattern of arterial streets and trails and off-site transportation connections
- i. For proposed residential development provide the number of unit type for each area, expressed in a range of the minimum to maximum number to be developed in each area
- j. For proposed residential development provide a summary table describing all uses of the total site area, including the number of units per net acre for each unit type and each zoning area.

Attachment G

Applicant's Statement

Scenic Valley Subdivision Rezoning

Reasons for Requesting Rezoning:

These parcels requested for rezoning fall into the City's goals and requirements for land use. The FS-RL designation is an allowable zone for this area, and will serve the current plans for the Subdivision. We intend to develop the area according to the rules and regulations of the FS-RL zone.

Consistency of this rezoning with the Land Use Policy Plan.

These parcels requested for rezoning meet the consistency and goals of the Land Use Policy Plan (LUPP), as FS-RL zoning is an acceptable zone for residential subdivisions. We feel that this rezoning meets the following goals of the LUPP:

- 1. Recognizing that additional population and economic growth is likely, it is the goal of Ames to plan for and manage growth within the context of the community's capacity and preferences.** This rezoning allows for the utilization of existing infrastructure to expand the City, making it an ideal location for a residential subdivision. The community also has a preference to locate here, as seen by new housing permits in the area.
- 2. In preparing for the target population and employment growth, it is the goal of Ames to assure the adequate provision and availability of developable land. It is the further goal of the community to guide the character, location, and compatibility of growth with the area's natural resources and rural areas.** As with #1, this rezoning request fits the character and compatibility of the surrounding area.
- 3. It is the goal of Ames to assure that it is an "environmentally-friendly" community and that all goals and objectives are integrated with this common goal. In continuing to serve as a concentrated area for human habitat and economic activity, Ames seeks to be compatible with its ecological systems in creating an environmentally sustainable community.** This area is developed as a continuation of existing housing in the area. This area is also designed to meet the City's density requirement. No building construction will occur in the flood prone areas along Squaw Creek. All City of Ames regulations pertaining to storm water quantity control will be met.
- 4. It is the goal of Ames to create a greater sense of place and connectivity, physically and psychologically, in building a neighborhood and overall community identity and spirit. It is the further goal of the community to assure a more healthy, safe, and attractive environment.** This subdivision fits the sense of community, as it is in line with Northridge and Northridge Heights developments in the area.
- 5. It is the goal of Ames to establish a cost-effective and efficient growth pattern for development in new areas and in a limited number of existing areas for intensification. It is a further goal of the community to link the timing of development with the installation of public infrastructure including utilities, multi-modal transportation system, parks and open space.** This subdivision does not require the extension of any additional utilities, as they are currently stubbed to the edge of the development.
- 6. It is the goal of Ames to increase the supply of housing and to provide a wider range of housing choices.** This subdivision does exactly that.
- 7. It is the goal of Ames to provide greater mobility through more efficient use of personal automobiles and enhanced availability of an integrated system including alternative modes of transportation.** This subdivision is an extension of the current residential uses in the area. It does not create a burden on the existing transportation network.
- 8. It is the goal of Ames to enhance the role of Downtown as a community focal point.** This subdivision doesn't directly impact this goal in either way. However, adding population to Ames provides more potential shoppers/customers/users of downtown.
- 9. It is the goal of Ames to promote expansion and diversification of the economy in creating a base that is more self-sufficient and that is more sustainable with regard to the environment.** This subdivision is adjacent to Ames, and provides additional housing stock for people to help create a diverse economy.
- 10. It is the goal of Ames to maintain and enhance its cultural heritage.** This subdivision does not affect this goal.

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Avenue, Ames, IA 50010 Phone: 515-239-5146
Return to: Ames City Clerk, P.O. Box 811, Ames, IA 50010 Phone: 515-239-5105

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AMES, IOWA, AS PROVIDED FOR IN SECTION 29.301 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA, BY CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN SECTION 29.1507 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE

BE IT HEREBY ORDAINED by the City Council of the City of Ames, Iowa;

Section 1: The Official Zoning Map of the City of Ames, Iowa, as provided for in Section 29.301 of the *Municipal Code* of the City of Ames, Iowa, is amended by changing the boundaries of the districts established and shown on said Map in the manner authorized by Section 29.1507 of the *Municipal Code* of the City of Ames, Iowa, as follows: That the real estate, generally located at 3699 George Washington Carver Avenue, is rezoned with Master Plan from Agricultural (A) to Suburban Low-Density Residential (FS-RL).

Real Estate Description: Parcel 'U' in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 20, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa; as shown on the Plat of Survey filed in the office of the Recorder of Story County, Iowa, on December 23, 1999, as Instrument # 99-16786, and Parcel 'F' in the Northeast Quarter (NE ¼) of Section 29, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa; as shown on the Plat of Survey filed in the office of the Recorder of Story County, Iowa, on May 4, 2012, as Instrument # 2012-00004713.

Section 2: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: This ordinance is in full force and effect from and after its adoption and publication as provided by law.

ADOPTED THIS _____ day of _____, 2014.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

COUNCIL ACTION FORM

**SUBJECT: WATER POLLUTION CONTROL FACILITY
ELECTRICAL TRANSFORMER REPLACEMENT PROJECT**

BACKGROUND:

On February 25, 2014, the City Council issued a Notice to Bidders for the WPC Facility Electrical Transformer Replacement Project. On April 10, 2014, the City received bids to provide all labor, equipment, materials, and other components necessary to complete the above-mentioned project according to the City's specifications. Bids were received as follows:

	Lump Sum Bid
Baker Electric, Des Moines, IA	\$109,411.00
Tri-City Electric Company of Iowa	\$110,690.00
Watts Electric Company	\$155,908.85

These three bids appear to be responsive. A fourth bid was submitted to the wrong location, was not sealed, and did not include the required bid bond. That bid was deemed nonresponsive and was not considered. Staff recommends awarding the contract to the low bidder, Baker Electric.

This project is scheduled in the 2013/14 Amended CIP as part of WPC Electrical System Maintenance Project at \$120,500. The engineering consultant's contract has already been awarded in the amount of \$9,500, leaving \$111,000 available for the work covered by this contract.

ALTERNATIVES:

1. Receive the report of bids submitted and accept the low lump sum bid of \$109,411 from Baker Electric of Des Moines, Iowa to provide all labor, equipment, materials, and other components necessary to complete the WPC Facility Electrical Transformer Replacement Project.
2. Receive the report of bids submitted and delay award of contract.
3. Do not accept bids at this time for the above-mentioned project.

MANAGER'S RECOMMENDED ACTION:

The electrical transformer is an integral and vital component of the Water Pollution Control Facility and is necessary for the operation of the plant. It is in the City's best interest to maintain this unit in a high degree of reliability. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

COUNCIL ACTION FORM

**SUBJECT: 2013/14 WATER SYSTEM IMPROVEMENTS PROGRAM –
WATER SERVICE TRANSFERS #1 (10TH STREET)**

NOTE: The bids for this project could not be received on April 16th due to a newspaper publication error. To overcome that challenge, the City Council held a special meeting on April 17th to set a new bid date of April 21st. Sections of this report marked in yellow will be filled in, distributed to the City Council and published on the City’s web site late afternoon on April 21st.

BACKGROUND:

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

This specific project entails transferring the existing services to the 8” water main along 10th Street and the abandonment of the existing 4” water main.

On April 16, 2014, bids on this project were received as follows:

Engineer’s Estimate	\$84,214
XXXXXXXX	\$\$\$\$\$\$\$
XXXXXXXX	\$\$\$\$\$\$\$

Engineering and construction administration costs for this project are estimated to be \$\$\$\$ bringing total project costs to \$\$\$\$.

Overall program funding is shown in the 2013/14 Capital Improvements Plan in the amount of \$975,000 from the Water Utility Fund.

The 2013/14 Water System Improvements Program includes expenses as follows:

Sheldon Avenue Water Main Replacement (contract)	\$167,370
South Franklin/Tripp/Village Water Main Replacement (estimated)	\$326,255
Southeast 5 th Street Water Main Replacement (estimated)	\$170,000
13/14 CDBG – South Maple (estimated)	\$ 30,000

Water Service Transfers #1 (10th Street) (this project)
Engineering and Contract Administration (estimated)

\$ \$\$\$\$\$
\$175,000
\$\$\$\$\$\$\$\$

ALTERNATIVES:

- 1a. Accept the report of bids for the 2013/14 Water System Improvements – Water Service Transfers #1 (10th Street).
 - b. Approve the final plans and specifications for the 2013/14 Water System Improvements – Water Service Transfers #1 (10th Street).
 - c. Award the 2013/14 Water System Improvements – Water Service Transfers #1 (10th Street) to **???? of ????**, in the amount of **\$\$\$\$**.
2. Do not proceed with the project at this time.

MANAGER’S RECOMMENDED ACTION:

By awarding the project, it will be possible to improve the reliability of the water system by eliminating an older water main and improving water quality for our citizens in this area.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the report of bids, approving the final plans and specifications, and awarding the 2013/14 Water System Improvements – Water Service Transfers #1 (10th Street) to **???? of ????**, in the amount of **\$\$\$\$**.

COUNCIL ACTION FORM

SUBJECT: 2012/13 CONCRETE PAVEMENT IMPROVEMENTS (CONTRACT #1: WHEELER STREET FROM GRAND AVENUE TO ROY KEY AVENUE)

NOTE: The bids for this project could not be received on April 16th due to a newspaper publication error. To overcome that challenge, the City Council held a special meeting on April 17th to set a new bid date of April 21st. Sections of this report marked in yellow will be filled in, distributed to the City Council and published on the City's web site late afternoon on April 21st.

BACKGROUND:

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

The 2012/13 project locations are Wheeler Street (Grand Avenue to Roy Key Avenue), Southeast 5th Street (east of South Duff Avenue), and the frontage road at Southbend Drive. Work will consist of concrete pavement reconstruction, storm sewer intake replacement, sanitary sewer manhole replacement, and sanitary sewer main repairs. The water main on Southeast 5th Street will also be replaced with the Southeast 5th Street portion of the project.

This specific project is for the pavement improvements on Wheeler Street. The project will include pavement replacement from Grand Avenue to Orion Drive, storm sewer improvements, and pavement patching from Orion Drive to Roy Key Avenue. Staff held a project information meeting with area businesses to receive input on the project timing and staging. Many of the comments received were implemented in the project design.

On April 16, 2014, bids on this project were received as follows:

Engineer's Estimate	\$292,664.40
XXXXXXXXXX	\$\$\$\$\$\$\$
XXXXXXXXXX	\$\$\$\$\$\$\$

Engineering and construction administration are estimated at \$\$\$\$, for a total estimated project cost of \$\$\$\$.

This program is shown in the 2012/13 Capital Improvements Plan with funding in the amount of \$600,000 from General Obligation Bonds and \$50,000 from Road Use Tax. An additional \$230,000 will be utilized from the 2013/14 Water System Improvements for the design and construction of water main replacement on Southeast 5th Street.

Utilizing unobligated G.O. Bonds in the amount of \$225,000 from the 2009/10 Concrete Pavement Improvements Program brings total available funding to \$1,105,000.

The 2012/13 Concrete Pavement Improvements Program includes expenses as follows:

Wheeler Street (this project)	\$\$\$\$
Southeast 5 th Street (estimated)	\$319,750
2013/2014 Water System Improvements (5 th Street) – (estimated)	\$200,000
Frontage Road (near JAX Outdoor/Southbend Drive) (estimated)	\$ 75,000
Engineering and Contract Administration	\$157,500
	\$\$\$\$\$\$\$\$

ALTERNATIVES:

- 1a. Accept the report of bids for the 2012/13 Concrete Pavement Improvements (Contract #1: Wheeler Street from Grand Avenue to Roy Key Avenue).
 - b. Approve the final plans and specifications for the 2012/13 Concrete Pavement Improvements (Contract #1: Wheeler Street from Grand Avenue to Roy Key Avenue).
 - c. Award the 2012/13 Concrete Pavement Improvements (Contract #1: Wheeler Street from Grand Avenue to Roy Key Avenue) to **???? of ????**, in the amount of **\$\$\$\$**.
2. Do not proceed with the project at this time.

MANAGER'S RECOMMENDED ACTION:

By awarding the project now, it will be possible to move forward with the reconstruction of this street during the summer of 2014. This schedule will meet the requests of the majority of the area businesses wanting to have the work done prior to the Iowa State football season.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 thereby accepting the report of bids, approving the final plans and specifications, and awarding the 2012/13 Concrete Pavement Improvements (Contract #1: Wheeler Street from Grand Avenue to Roy Key Avenue) to **???? of ????**, in the amount of **\$\$\$\$**.

COUNCIL ACTION FORM

SUBJECT: 2013/14 CONCRETE PAVEMENT IMPROVEMENTS (CONTRACT #1: (KNAPP STREET AND LYNN AVENUE)

NOTE: The bids for this project could not be received on April 16th due to a newspaper publication error. To overcome that challenge, the City Council held a special meeting on April 17th to set a new bid date of April 21st. Sections of this report marked in **yellow** will be filled in, distributed to the City Council and published on the City's web site late afternoon on April 21st.

BACKGROUND:

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

The 2013/14 program locations are Knapp Street from Welch Avenue to Lynn Avenue, Lynn Avenue from Storm Street to Knapp Street, and North 2nd Street east of Elm Street.

This specific project is for the street replacements on Knapp and Lynn Streets. Work will consist of replacing the existing pavement, making storm sewer improvements on Lynn Avenue, storm sewer intake replacement, sanitary sewer manhole replacement, and sanitary sewer main repairs.

Staff and the design consultant, Veenstra and Kimm, held a project information meeting with area residents to receive input on the project timing, staging, and other items related to the project. All of this input was taken into consideration, and many of the comments, including the storm sewer improvements for Lynn Avenue, were incorporated into the design.

On April 16, 2014, bids on this project were received as follows:

Engineer's Estimate	\$870,036
XXXXXXX	\$\$\$\$\$\$
XXXXXXX	\$\$\$\$\$\$

Engineering and construction administration are estimated at \$\$\$\$**,** for a total estimated project cost of \$\$\$\$.

The program is shown in the 2013/2014 Capital Improvements Plan with \$1,185,000 from General Obligation Bonds, \$50,000 from Road Use Tax, and \$50,000 from the

Electric Utility Fund. Total program funding for the program is \$1,285,000. At this time, it is anticipated that the \$50,000 from Electric Utility Funds will not be utilized as a part of the project.

The 2013/2014 Concrete Pavement Improvements Program includes expenses as follows:

Knapp Street and Lynn Avenue (this project)	\$\$\$\$
North 2 nd Street (Estimated)	\$ 65,000
Engineering and Contract Administration	<u>\$175,000</u>
	\$1,094,654

ALTERNATIVES:

- 1a. Accept the report of bids for the 2013/14 Concrete Pavement Improvements (Knapp Street and Lynn Avenue).
 - b. Approve the final plans and specifications for the 2013/14 Concrete Pavement Improvements (Knapp Street and Lynn Avenue).
 - c. Award the 2013/14 Concrete Pavement Improvements (Knapp Street and Lynn Avenue) to **???? of ????**, in the amount of **\$\$\$\$**.
2. Do not proceed with the project at this time.

MANAGER'S RECOMMENDED ACTION:

By awarding the project, it will be possible to move forward with the reconstruction of Knapp Street during the summer of 2014, to complete the reconstruction of Lynn Avenue during 2014, and to avoid the impacts related to the additional traffic generated while Iowa State University is in session.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 thereby accepting the report of bids, approving the final plans and specifications, and awarding the 2013/14 Concrete Pavement Improvements (Knapp Street and Lynn Avenue) to **???? of ????**, in the amount of **\$\$\$\$**.

COUNCIL ACTION FORM

SUBJECT: NORTHERN GROWTH AREA UTILITY EXTENSIONS

IMPORTANT NOTES:

Bids for this project could not be received on April 16th due to a newspaper publication error. To overcome that problem, the City Council held a special meeting on April 17th to set April 21st as a new bid date. Sections of this report marked in yellow will be filled in, distributed to the City Council and published on the City's web site late afternoon on April 21st.

An additional consideration with the bidding process is that the water and sewer connection district ordinances were developed based on estimated costs of these projects. Due to the very short time frame to receive bids showing actual cost figures, staff intends to ask the City Council to accept the report of bids only, and not to award a contract at this meeting. That would give staff time to adequately analyze the bids, determine if there is any impact on the connection district ordinances, and provide Council with the best overall recommendation.

BACKGROUND:

Since 2009, the City has been working with developers, land owners and current residents within the northern growth area to plan for the installation of public infrastructure to serve this area. The northern growth area, generally located north of Bloomington Heights Subdivision to 190th Street between George Washington Carver Avenue and Ada Hayden Heritage Park, has been identified by City Council for residential development.

To facilitate this growth, City Council directed that the water main and sanitary sewer main extensions to serve the area along Grant Avenue be included in the 2012/13 Capital Improvements Plan (CIP) and Budget. The 2014/15 CIP also includes street paving of Grant Avenue.

The City will finance the initial costs to design and install each of these improvements. Utility connection districts are being established to recover the utility costs as developments are platted and as existing homesteads connect to these mains. Street construction costs will be shared and recovered through a separate special assessment district. The annexation agreements previously signed between the City and the three developers (Rose Prairie, Quarry Estates, and Hunziker) confirmed these financing arrangements. Construction (temporary) and permanent easements for the utility and roadway (Grant Avenue) projects are continuing to progress through negotiations. No work in these easement areas will occur until the easement agreements are executed.

On April 16, 2014, bids on this project were received as follows:

Engineer's Estimate	\$2,282,356
XXXXXXXXXX	\$XXXXXXXX
XXXXXXXXXX	\$XXXXXXXX

Available project funding for the water improvements are summarized below:

Engineering Services Water Design (Developers)	\$ 24,330
2012/2013 General Obligation Bonds (Water Utility Abated)	\$ 703,000
Unobligated G.O. Bonds (12/13 CyRide Route Pavement Imp)	\$ 125,000
Total Water Improvement Funding	\$ 852,330

The total costs associated with water improvements include the following:

Engineering and Construction Administration	\$ 108,146
Civil Design Advantage (Engineering Services)	\$ 24,330
Base Water Main Construction (estimated)	\$ \$\$\$\$\$\$
Total Estimated Water Improvement Base Costs	\$ \$\$\$\$\$\$

The unobligated G.O. Bonds shown are program savings from specific projects previously passing final acceptance by Council. There are no other planned locations for these savings. The Sanitary Sewer Fund projects are savings realized from a completed project by the Water & Pollution Control Department and will be returned back to the fund balance with final budget amendments for use on other projects.

Available project funding for sanitary sewer improvements are summarized below:

Engineering Services Sewer Design (Developers)	\$ 30,500
General Obligation Bonds (Sewer Utility Abated)	\$ 698,000
Unobligated G.O. Bonds (12/13 CyRide Route Pavement Imp)	\$ 249,828
Unobligated G.O. Bonds (12/13 Downtown Pavement Imp)	\$ 285,996
Sanitary Sewer Funds (vertical turbine pump replacement)	\$ 115,000
Sanitary Sewer Funds (blower replacement project)	\$ 205,000
Total Sewer Improvement Funding	\$ 1,584,324

The total costs associated with sanitary sewer improvements include the following:

Engineering and Construction Administration	\$ 134,854
Civil Design Advantage (Engineering Services)	\$ 30,500
Base Sanitary Sewer Main Construction (estimated)	\$\$\$\$\$\$\$\$\$\$
Total Estimated Sewer Improvement Base Costs	\$ \$\$\$\$\$\$\$

The project included three bid alternates – one for installation of individual water services to the residential homeowners, one for the installation of the water main stubs

to Quarry Estates, and one for the sanitary sewer service stubs for the residents at the south end of the project. **These bid alternates will only be constructed based on available project funding or individual agreements with property owners.**

Bid Alternate "1" (Water Service Stubs)	\$	\$\$\$\$\$\$\$\$
Bid Alternate "2" (Water Main Stubs)	\$	\$\$\$\$\$\$\$\$
Bid Alternate "3" (Sanitary Sewer Service Stubs)	\$	\$\$\$\$\$\$\$\$

The costs associated with the water main and sanitary sewer main installation will be recovered over time through the connection district ordinances that are currently in the process of being established. On April 8, 2014, the City Council approved the first reading of the ordinance to create the appropriate connection districts.

ALTERNATIVES:

- 1a. Accept the report of bids for the North Growth Area Utility Extension Project.
- b. Approve the final plans and specifications for the North Growth Area Utility Extension Project.
- c. Award the North Growth Area Utility Extension Project base bid to **???? of ????**, in the amount of **\$\$\$\$**.
2. Award all bid alternates in the total amount of **\$\$\$\$**.
3. Award Bid Alternate "1" (Water Service Stubs) in the amount of **\$\$\$\$**.
4. Award Bid Alternate "2" (Water Main Stubs) in the amount of **\$\$\$\$**.
5. Award Bid Alternate "3" (Sanitary Sewer Service Stubs) in the amount of **\$\$\$\$**.
6. Award Bid Alternates "1" and "2" in the amount of **\$\$\$\$**.
7. Award Bid Alternates "1" and "3" in the amount of **\$\$\$\$**.
8. Award Bid Alternates "2" and "3" in the amount of **\$\$\$\$**.
9. Reject all bid alternates.
10. Do not proceed with the project at this time.

MANAGER'S RECOMMENDED ACTION:

The City Council is aware that there is insufficient land currently available for single-family home development. By moving forward with this project at this time, the water and sanitary sewer main installation can occur during the 2014 construction season. Hence, the installation of these utilities will be completed ahead of the roadway improvement scheduled to be bid this summer with construction beginning this fall and with completion in the summer of 2015. By awarding the project, these improvements will facilitate the development of residentially zoned land in the north growth area.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 and ???, thereby accepting the report of bids, approving the final plans and specifications, and awarding the North Growth Area Utility Extension Project to ??? of ???, in the amount of \$\$\$.

COUNCIL ACTION FORM

SUBJECT: OPEN SPACE EASEMENT AND STORM WATER
FLOWAGE EASEMENT VACATION – 3910 MARICOPA DRIVE

BACKGROUND:

In November of 2013 Staff received a request from the property owner at 3910 Maricopa Drive to vacate the existing open space easement and the storm water flowage easement that encompassed the entire property.

This item was originally on the City Council Agenda of December 10, 2013, and the public hearing date was held for December 17, 2013. Notice of the hearing was sent to the *Ames Tribune* for publishing per requirements of the Iowa Code. The public hearing was held and the vacation of easements was approved. However, it was eventually determined that the required Notice of Hearing had not ever actually been published due to problems with implementation of the *Tribune's* new computer program.

The owner of 3910 Maricopa Drive is in the process of developing this property. An open space easement is not a requirement for the Fountainview Subdivision, and it is unclear why the original developer placed such an easement over the entire outlot. The entire outlot is not needed to accommodate the previously installed stormwater management functions, so it remains appropriate to vacate this easement. Since the only action sought at this time is setting the hearing date, the easement location and description will be provided at the time of the hearing.

ALTERNATIVES:

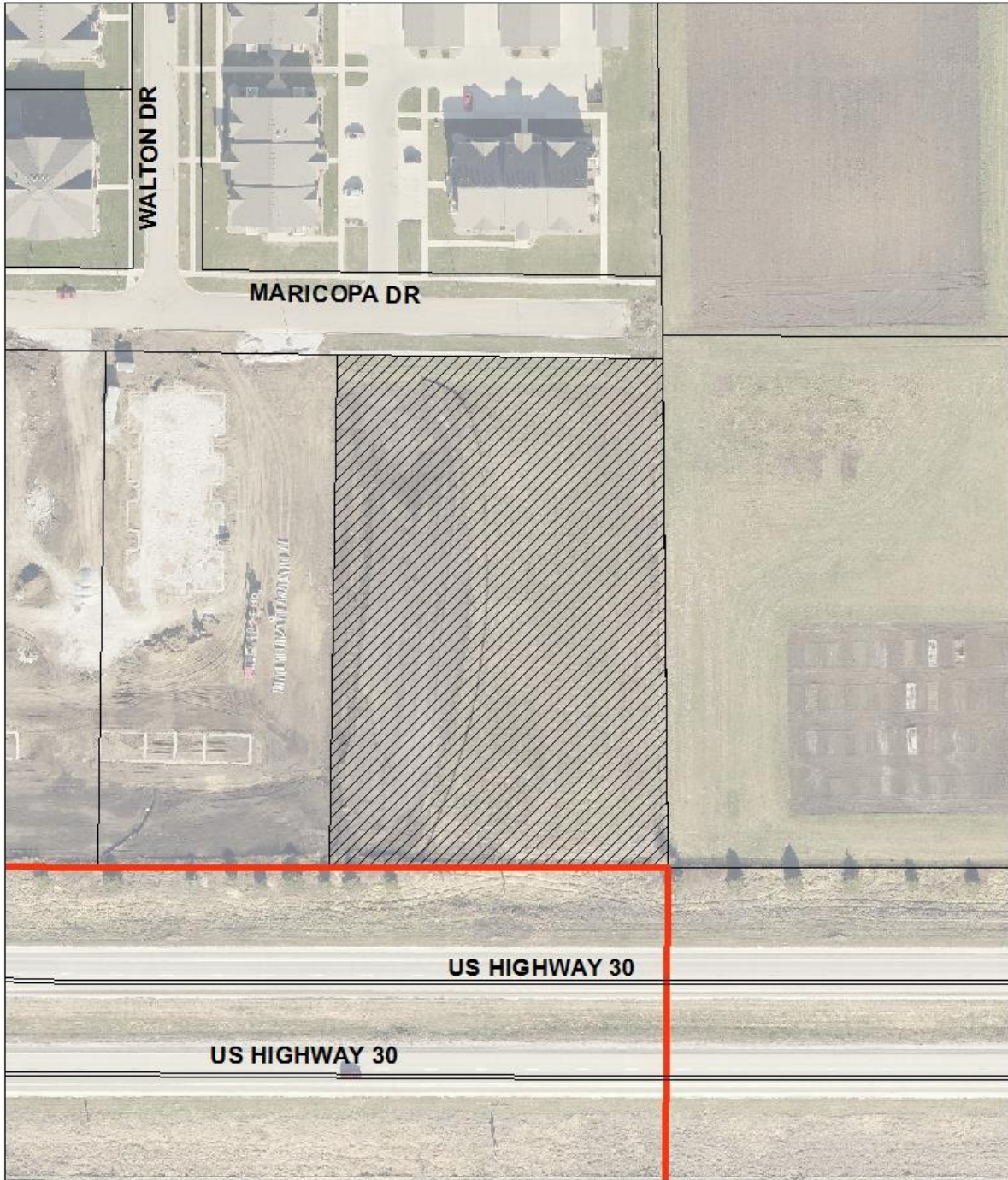
1. Set the date of public hearing as April 22, 2014 to approve the vacation of the open space easement and redefine the stormwater flowage easement at 3910 Maricopa Drive.
2. Do not set the date of public hearing to vacate the existing easement.

MANAGER'S RECOMMENDED ACTION:

Setting the date of hearing is the first step toward completion of this process and toward correction of the unfortunate situation which left this easement in place despite the Council's earlier action to vacate it.

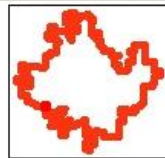
Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby setting the date of public hearing as April 22, 2014, to approve the storm water flowage easement at 3910 Maricopa Drive.

Location Map



Legend

-  3910 Maricopa Drive
-  Parcels



COUNCIL ACTION FORM

SUBJECT: SANITARY SEWER RATE INCREASE

BACKGROUND:

On April 15, 2014, staff presented Council with an overview of the Water and Sewer Funds. At the end of the presentation, Council directed staff to prepare a rate increase ordinance that would increase sewer rates by 8%. The attached ordinance accomplishes the Council's direction by increasing both the minimum bill component and the 'per cubic foot' component by 8%. The new rates will be effective for utility bills mailed on or after July 1, 2014.

ALTERNATIVES:

1. Approve the attached rate ordinance, thereby increasing sewer rates by 8% effective July 1, 2014.
2. Direct staff to make modifications to the rate ordinance.
3. Do not take any action to sewer rates at this time.

MANAGER'S RECOMMENDED ACTION:

The proposed rate increase is necessary to fund the Sanitary Sewer utility's on-going operations and maintenance budget, as well as anticipated capital improvement projects financed from the Sanitary Sewer Fund. While Council is taking no action at this time on future-year rate increases, it is important to note that additional increases in future years will also be necessary to fully fund the approved Capital Improvements Plan.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the attached rate ordinance increasing sewer rates by 8% effective July 1, 2014.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING CHAPTER 28, SECTION 28.304(3) AND ENACTING A NEW CHAPTER 28, SECTION 28.304(3) THEREOF, FOR THE PURPOSE OF ESTABLISHING SEWER RATES; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by repealing Chapter 28, Section 28.304(3) and enacting a new Chapter 28, Section 28.304(3) as follows:

“Sec. 28.304. SEWER RATES ESTABLISHED.

(3) For each monthly billing on or after July 1, 2014, each customer shall be charged a minimum monthly charge. The minimum charge for each location shall be ten dollars and twenty cents (\$10.20). The minimum monthly charge may be prorated, based on a 30-day billing period, for the customer’s initial and/or final bills, provided that in no case shall the prorated minimum monthly charge be less than three dollars and ninety-two cents (\$3.92). In addition, for all water metered beginning with the first cubic foot each month, each user shall pay two dollars and sixty-one cents (\$2.61) per 100 cubic feet.

(Ord. No. 3168, Sec. 1, 4-28-92; Ord. No. 3326, Sec. 2, 5-9-95; Ord. No. 3834, 5-24-05; Ord. No. 3956, 06-10-08; Ord. No. 4037, 5-11-10; Ord. No. 4144, 5-14-13).”

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

Section Three. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor