

**AGENDA**  
**REGULAR MEETING OF THE AMES CONFERENCE BOARD**  
**AND REGULAR MEETING OF THE AMES CITY COUNCIL**  
**COUNCIL CHAMBERS - CITY HALL**  
**JANUARY 12, 2016**

**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.

**REGULAR MEETING OF THE AMES CONFERENCE BOARD**

**CALL TO ORDER: 5:30 p.m.**

1. Roll Call
2. Motion approving Minutes of July 28, 2015, meeting
3. Discussion of City Assessor's budget proposals:
  - a. Motion approving recommendations of Assessor's report
  - b. Motion to receive proposed budget (adoption of budget will occur after hearing is held)
  - c. Motion to set 5:30 p.m. on February 23, 2016, as date of public hearing on proposed FY 2016/17 City Assessor's budget

**CONFERENCE BOARD COMMENTS:**

**ADJOURNMENT:**

**REGULAR MEETING OF AMES CITY COUNCIL\***

\*The Regular Meeting of the Ames City Council will immediately follow the Regular Meeting of the Ames Conference Board.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting of December 22, 2015
3. Motion approving Report of Contract Change Orders for December 16-31, 2015
4. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
  - a. Class C Liquor & Outdoor Service – Oddfellows, 823 Wheeler Street
  - b. Class C Beer & B Native Wine – Casey's General Store #2560, 3020 S. Duff Avenue
  - c. Special Class C Liquor – Vesuvius Wood-Fired Pizza, 1620 S. Kellogg Avenue
  - d. Class A Liquor – American Legion Post #37, 225 Main Street
  - e. Class C Liquor & Outdoor Service – Chipotle Mexican Grill, 435 S. Duff Avenue, #102
  - f. Class C Liquor – Café Beau, 2504 Lincoln Way
  - g. Class C Liquor - Hy-Vee Market Place, 3800 Lincoln Way
5. Motion approving 5-day (January 14-18) Class C Liquor License for Olde Main at CPMI Event Center, 2321 North Loop Drive
6. Motion approving 5-day (January 13-17) Special Class C Liquor License for Olde Main at Hansen Agriculture Student Learning Center, 2516 Mortensen Road

7. Motion approving 5-day (January 29-February 2) Class C Liquor License for Christiani's Events at ISU Alumni Center, 420 Beach Avenue
8. Motion approving Class C Liquor License for 1 Night Stand, 124 Welch Avenue
9. Motion approving Encroachment Permit for sign at 220 Main Street
10. Resolution approving and adopting Supplement No. 2016-1 to *Municipal Code*
11. Resolution approving Quarterly Investment Report for period ending December 31, 2015
12. Resolution approving appointment of Council Member Beatty-Hansen to Ames Convention & Visitors Bureau Board of Directors
13. Resolution approving application for procurement card for Council Member Beatty-Hansen and setting transaction limit
14. Title VI Compliance:
  - a. Resolution approving Title VI Non-Discrimination Agreement with Iowa Department of Transportation (DOT)
  - b. Resolution approving Standard DOT Title VI Assurances
  - c. Resolution approving revisions to Ames Title VI Compliance Plan
15. Resolution approving request from HIRTA to draw down FY 2014/15 Transportation Funds
16. Public Art Commission:
  - a. Resolution approving 2014/15 Budget carry-over request
  - b. Resolution authorizing Animal Control artwork acquisition
  - c. Resolution approving "Art in the Parks" Request for Proposals for Tom Evans Plaza
17. Resolution approving plans and specifications for Ames/ISU Ice Arena Flooring Project; setting February 16, 2016, as bid due date and February 23, 2016, as date of public hearing
18. Resolution correcting amount of contract to Henderson Products, Inc., of Manchester, Iowa, for Medium-Duty Truck Upfitting Bid
19. Resolution approving contract and bond for Ames/ISU Ice Arena - 2015 Evaporative Condenser Replacement
20. Resolution approving actual amount of contract for final acceptance of 2014/15 Traffic Signal Program (Lincoln Way and Union Drive)
21. Resolution approving Plat of Survey for 101, 105, 107, and 205 South Wilmoth Avenue
22. Resolution accepting partial completion of public improvements and lessening security for Northridge Heights, 16<sup>th</sup> Addition
23. Resolution accepting partial completion of public improvements and lessening security for Northridge Heights, 17<sup>th</sup> Addition
24. Resolution accepting partial completion of public improvements and lessening security for Scenic Valley, 1st Addition
25. Resolution accepting final completion of public improvements for Ames Middle School, Plat 3

**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.**

**PLANNING & HOUSING:**

26. Resolution approving/motion denying Land Use Policy Plan (LUPP) Minor Map Amendment for Residential High-Density for 3535 S. 530<sup>th</sup> Avenue
27. Resolution approving/motion denying demo request for 138 Gray Avenue (Acacia Fraternity House)
28. Resolution awarding consulting services contract to Houseal Lavigne Associates of Chicago, Illinois, for Lincoln Way Corridor Plan in the amount of \$86,140

**PARKS & RECREATION:**

29. Resolution approving Lease Agreements with Iowa State University for:

- a. Brookside Park
- b. Franklin Park
- c. McDonald Woods
- d. Stuart Smith Park
- e. Zumwalt Rail Road Park

### **HEARINGS:**

- 30. Hearing on Amendment to Campustown Urban Revitalization Plan (Continued from 12/08/2015):
  - a. Resolution approving amendment to Plan
- 31. Hearing on rezoning of property at 1110 Delaware Avenue from Residential Low-Density (RL) to Residential High-Density (RH):
  - a. First passage of ordinance
- 32. Hearing on rezoning of property with Master Plan at 5440 and 5442 Grant Avenue from Agricultural (A) to Suburban Residential Low-Density (FS-RL):
  - a. First passage of ordinance
  - b. Resolution approving signed Rezoning Agreement with conditions of Master Plan
- 33. Hearing on Water Pollution Control Decant Line Replacement Project:
  - a. Resolution approving final plans and specifications and awarding contract to Weidner Construction, Inc., of Marshalltown, Iowa, in the amount of \$99,000
- 34. Hearing on Ada Hayden Heritage Park Water Service Line Project:
  - a. Resolution approving final plans and specifications and awarding contract to Ames Trenching & Excavating, Inc., of Ames, Iowa, in the amount of \$45,500
- 35. Hearing on Furman Aquatic Center Pool Basin Repainting Project:
  - a. Resolution approving final plans and specifications and awarding contract to Western Specialty Contractors of Des Moines, Iowa, in the amount of \$93,700
- 36. Hearing on zoning text amendment pertaining to fences in setbacks:
  - a. First passage of ordinance revising Municipal Code Section 29.408(2) pertaining to fences in setbacks
- 37. Hearing on zoning text amendment pertaining to the visibility triangle at intersections:
  - a. First passage of ordinance revising Municipal Code Section 29.408(5) pertaining to visibility triangle at intersections

### **ORDINANCES:**

- 38. First passage of ordinance pertaining to e-cigarettes
- 39. First passage of ordinance revising *Municipal Code* Section 1.6 pertaining to penalty for misdemeanors (second and third readings and adoption requested)
- 40. First passage of ordinance revising *Municipal Code* Section 26.39(1)(ee) pertaining to speed limit on Stange Road (second and third readings and adoption requested)
- 41. Third passage and adoption of ORDINANCE NO. 4242 setting parking regulations for new (Aberdeen Drive, Aldrin Avenue, Allerton Drive, Bellflower Drive, Brighton Circle, and Cartier Avenue) and/or extended streets (Coy Street, Dotson Drive)

### **COUNCIL COMMENTS:**

### **CLOSED SESSION:**

- 42. Motion to hold Closed Session as provided by Section 20.17(3), *Code of Iowa*, to discuss collective bargaining strategy; and, as provided by Section 21.5(1)c, *Code of Iowa*, to discuss matters presently in litigation

### **ADJOURNMENT:**

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

**MINUTES OF THE SPECIAL MEETING OF THE  
AMES CONFERENCE BOARD**

**AMES, IOWA**

**JULY 28, 2015**

**SPECIAL MEETING OF THE AMES CONFERENCE BOARD**

The regular meeting of the Ames Conference Board was called to order by Chair Ann Campbell at 5:30 p.m. on July 28, 2015. Present from the Ames City Council were Amber Corrieri, Tim Gartin, Matthew Goodman, Chris Nelson, and Peter Orazem. Ames City Council Member Gloria Betcher was brought in telephonically as it was not practical for her to attend in person. Story County Board of Supervisors present were Paul Toot and Rick Sanders. Representing the Ames School Board were Rodney Briggs and Bill Talbot. Gilbert and United Community School Districts were not represented.

**MINUTES OF FEBRUARY 24, 2015, MEETING OF THE CONFERENCE BOARD:** Moved by Goodman, seconded by Sanders, to approve the Minutes of the February 24, 2015, meeting of the Ames Conference Board.

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

**DISCUSSION ON BUDGET AMENDMENT:** City Assessor Greg Lynch explained his request to change a half-time position in his office, which was approved for the 2015/16 Budget, to a full-time position. Mr. Lynch stated that after the Appraiser position was posted, they received only eight applications. None of those applicants had any experience in assessment; the position remains vacant. The workload in the City Assessor's Office continues to increase. In addition, they have fallen behind partly because of the appraiser position that has not yet been filled since last November and an Information Systems Analyst position that has been vacant since April.

Mr. Lynch referenced a recent survey pertaining to staff levels in Assessor's Offices. Based on their parcel count for January 1, 2015 (which was 20,445), his office should have a staff of at least 8.22 employees. According to Mr. Lynch, if the half-time position were to be changed to full-time, the Ames City Assessor's Office would have seven permanent employees. He noted that would still be lower than the 8.22 shown in the Survey. Mr. Lynch advised that the impact on this year's Budget would be minimal (\$2,285) due to the anticipated salary savings resulting from the vacancies. The impact on next year's budget, if approved, would be \$57,000.

Moved by Nelson, seconded by Clinton, to approve the request to change a half-time position in the City Assessor's Office to a full-time position.

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

**ADJOURNMENT:** Moved by Corrieri, seconded by Clinton, to adjourn the Ames Conference Board meeting at 5:45 p.m.

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

---

Diane R. Voss, City Clerk

---

Ann H. Campbell, Chair

---

Gregory Lynch

# City Assessor's 2016-2017 Annual Report To the Ames City Conference Board



## Conference Board Members

### **Chairperson:**

Ames Mayor Ann Campbell

### **Ames City Council:**

Bronwyn Beatty-Hansen • Gloria Betcher • Amber Corrieri • Tim Gartin • Chris Nelson • Peter Orazem

### **Story County Board of Supervisors:**

Wayne Clinton • Rick Sanders • Paul Toot

### **School Boards of Directors:**

#### **Ames:**

Rodney Briggs • Luke Deardorff • Mike Espeset • Alisa Frandsen • Tim Rasmussen  
• Lewis Rosser • Bill Talbot

#### **Gilbert:**

Brian Anderson • Sean Barber • Tyler Holck • Kim Mosiman • John Nelson

#### **United:**

Valerie Brewer • Leonard Larsen • Ron Miller • Kathy Toms • Kristin Zehner



Ames City Assessor's Budget Proposal for the 2016-2017 Fiscal Year  
For the Conference Board meeting at 5:30 p.m. on January 12, 2016

---

The following report outlines the structure, programs, duties and activities of the Ames City Assessor's Office.

The Mini Conference Board met January 22, 2015, to review the Assessor's budget proposal. Members present were Peter Orazem, Ames City Council; Bill Talbot, Ames School Board of Directors; Rick Sanders, Story County Board of Supervisors; and Greg Lynch, Ames City Assessor. Also present were Brenda Swaim (City Assessor), and Dawn Tank (City Assessor).

For Conference Board Members, minutes from the Mini Conference Board meeting were included with the *2016-2017 Annual Report*. The public may view the minutes by visiting the Ames City Assessor's Office in City Hall.

---

## CONFERENCE BOARD

Iowa assessment laws can be found in Chapter 441 of the *Iowa Code*. Other chapters affect the process, and there are numerous administrative rules. The *Code* creates a Conference Board for each county. City Assessors are optional for cities with populations over 10,000. City Assessors are created by ordinance and a Conference Board is automatically created. The City Conference Board includes the City Council, School Boards of Directors (Ames, Gilbert, and United Community) and County Board of Supervisors. The Mayor is chairperson. The Conference Board votes as three voting units, with a majority of the members present for each unit determining the unit's vote. At least two members of a voting unit must be present in order to vote. A quorum is reached when at least two members from two units are present.

The Conference Board must meet annually to propose a budget for publication. The Board must meet again to hold a budget hearing and approve a budget. The Ames City Conference Board has used a subcommittee called the Mini Conference Board to facilitate the budget discussion. Each of the three voting bodies appoints one member to the Mini Board to conduct a preliminary meeting to discuss budget proposals with the Assessor and report back to their full body. The Mini Board has also been used to draft a personnel policy handbook and advise the Assessor on policy issues.

The Conference Board appoints the Assessor, Examining Board and Board of Review. The Examining Board is activated when the Assessor position is vacant, or in the unlikely event of a Deputy Assessor appealing a termination or disciplinary action.

---

## BOARD OF REVIEW

The Ames Board of Review has five members. Members are appointed for staggered six-year terms. The *Code* requires members to have different occupations, and that at least one is experienced in real estate or construction. The Board of Review meets annually in a limited time frame to hear appeals. Most decisions from the Assessor can be appealed (e.g. value, classification, exemption). The expiration date for each of the board members is as follows:

Thomas Jackson	12/31/2020	Judy Albright	12/31/2018
Tom Carey	12/31/2016	Jami Larson	12/31/2019
Roy Zingg	12/31/2017		

## **ASSESSOR**

The Conference Board appoints, or reappoints, an assessor for a six-year term. Iowa assessors are required to pass a comprehensive examination before being eligible to be appointed. In order to be reappointed, 150 hours of state-approved continuing education, of which at least 90 hours must be tested courses, are required during the six-year term.

The main duties of the Assessor are to classify and value all taxable property in the assessment jurisdiction. Iowa law requires reassessment in odd-numbered years and notification of changes of value in even-numbered years. Even-numbered year changes are typically new construction or renovation of existing structures. In odd-numbered years, the Ames office recalculates values and sends notices to property owners.

In addition, the Assessor administers multiple credit and exemption programs. The most common are the homestead credit and military service exemption. Less common, but more problematic, are exemption claims for religious and charitable organizations and business property tax credits.

In the course of classifying and valuing property in Ames, extensive property-related information is acquired. Public information laws require, and common sense dictates, that most of this information be readily available for review. This often involves considerable time and effort, but it is an essential part of the operation.

It is also important for the Conference Board members to fully understand what the Assessor does not do:

- Does not calculate or collect taxes.
- Does not set the level of value – the Assessor measures the level of value, as indicated by sales of real property in Ames.
- Does not make the laws and rules for assessments.

The most visible function of the office tends to be providing information to the public via the Internet or through requests in the office. However, the first priority and the primary effort of the office is discovering changes in real property, such as new construction, and maintaining the classification and values for the entire tax base of Ames.

In summary, the Assessor has a variety of duties and functions and is an integral component of local government operations.

---

## **SENATE FILE 295 AND VALUATION**

In July of 2013, Senate File 295 was enacted. It deals with property tax reform. It contains the most sweeping changes to assessment practices in recent history. There are many changes within this law, but in particular, four components have or will directly impact our office. The following is a brief description of them:

1. Business Property Tax Credit (Effective January 2013)
  - We initially implemented the Business Property Tax Credit late 2013 and early 2014. Identifying 1076 qualifying “unit.”
  - As class changes, ownership changes, splits, combines and new subdivisions have occurred in 2015, we continued to maintain these credits, removing those that no longer qualify and providing pre-filled applications to the owners for newly qualifying parcels. This has now become a routine mandated process that is ongoing.
2. New rollbacks or assessment limitation & replacement claims for commercial, industrial, and railroad properties.
  - 95% for 2013 Assessment
  - 90% for 2014 Assessment
3. Changes to taxable value growth for residential & agricultural property.
  - Reduced from 4% to 3%
4. New Classifications (Effective January 2015)
  - A. Dual Class**
    - Separate values for commercial and residential components.
    - Portions of properties less than three units, used or intended to be used for human habitation (and a portion of the land), regardless of the number of units and that is not otherwise classed residential.
  - B. Multiresidential**
    - Properties used or intended to be used for human habitation, containing three or more separate dwelling units, as follows:
      - Commercially classed apartments
      - Commercially classed mobile home parks
      - Commercially classed manufactured home communities
      - Commercially classed nursing / retirement homes
      - Commercially classed land-leased communities
    - We classified and revalued 216 parcels for January 1, 2015 as Multi-Residential.
    - This classification has a graduated reduction of the rollback until year 2022, at which time it will equal the residential rollback. Here is the reduction schedule:
      - 2015 Assessment 86.25%
      - 2016 Assessment 82.50%
      - 2017 Assessment 78.75%
      - 2018 Assessment 75.00%
      - 2019 Assessment 71.25%
      - 2020 Assessment 67.50%
      - 2021 Assessment 63.75%
      - 2022 Assessment = Residential rollback

## ASSESSED AND TAXABLE VALUES

It should be understood that when a rollback (assessment limitation is legal terminology for rollback) is applied, it reduces the taxable value. So when a rollback decreases, it also decreases the taxable value. This is shown below:

Assessed Value	\$100,000	\$100,000
Rollback	50%	45%
Taxable Value	\$50,000	\$45,000

The tax base changes for assessed and taxable values from 2014 to 2015 are shown in the following two tables:

**Table 1.**

<b>Ames Taxable Valuations by Class: 100% Assessed Values (in Thousands of Dollars)</b>				
<b>Class</b>	<b>2014 Actual</b>	<b>2015 Actual</b>	<b>Difference 2014 to 2015</b>	<b>% Change</b>
Ag Land & Ag Bldgs	\$ 4,205	\$ 3,575	\$ (630)	-15.0%
Residential	\$ 2,785,315	\$ 2,962,477	\$ 177,162	6.4%
Multiresidential	\$ -	\$ 123,939	\$ 123,939	N/A
Commercial	\$ 842,003	\$ 774,436	\$ (67,567)	-8.0%
Industrial	\$ 134,033	\$ 151,482	\$ 17,449	13.0%
Railroads & Utilities Minus Gas & Electric	\$ 11,708	\$ 12,198	\$ 490	4.2%
Total Except Gas & Electric	\$ 3,777,264	\$ 4,015,910	\$ 238,646	6.3%
Gas & Electric Valuation	\$ 17,023	\$ 17,702	\$ 679	4.0%
<b>100% Assessed Values Total</b>	<b>\$ 3,794,287</b>	<b>\$ 4,033,611</b>	<b>\$ 239,324</b>	<b>6.3%</b>
<b>T.I.F Value Not Included</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

Sources: Iowa Department of Management Reports for Story County as of January 1, 2016, published December 23, 2015.

**Table 2.**

<b>Ames Taxable Valuations by Class: Rolled Back or Taxable Values (in Thousands of Dollars)</b>				
<b>Class</b>	<b>2014 Actual</b>	<b>2015 Actual</b>	<b>Difference 2014 to 2015</b>	<b>% Change</b>
Ag Land & Ag Bldgs	\$ 1,879	\$ 1,649	\$ (230)	-12.3%
Residential	\$ 1,552,353	\$ 1,647,905	\$ 95,552	6.2%
Multiresidential	\$ -	\$ 106,897	\$ 106,897	N/A
Commercial	\$ 757,803	\$ 696,993	\$ (60,810)	-8.0%
Industrial	\$ 120,630	\$ 136,334	\$ 15,704	13.0%
Railroads & Utilities Minus Gas & Electric	\$ 11,121	\$ 11,523	\$ 402	3.6%
Total	\$ 2,443,786	\$ 2,601,299	\$ 157,513	6.4%
Military Exemptions	\$ (2,514)	\$ (2,350)	\$ 164	-6.5%
Taxable Total Except Gas & Electric	\$ 2,441,272	\$ 2,598,949	\$ 157,677	6.5%
Gas & Electric Valuation	\$ 5,566	\$ 5,323	\$ (243)	-4.4%
<b>Taxable Values Total</b>	<b>\$ 2,446,838</b>	<b>\$ 2,604,273</b>	<b>\$ 157,435</b>	<b>6.4%</b>
<b>T.I.F Value Not Included</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

Sources: Iowa Department of Management Reports for Story County as of January 1, 2016, published December 23, 2015.

Categorical changes of the 2015 taxable values are illustrated in the following table:

**Table 3.**

Class	2014 Taxable Value (in Thousands)	2015 Taxable Value (in Thousands)	Change from Revalue of Existing Property	Change from Class Transfers & Annexation	Net Change from New Construction & Buildings Removed	Change from Rollback Percentage	Change from New & Expiring Exemptions, TIF, Court Reductions, Equalization	Total Change 2014 to 2015 (in Thousands)
<b>Residential</b>	\$ 1,552,353	\$ 1,647,905	\$ 56,476	\$ 2,252	\$ 40,718	\$ (3,188)	\$ (707)	\$ 95,551
% Changes			3.6%	0.1%	2.6%	-0.2%	0.0%	6.2%
<b>MultiResidential</b>	\$ -	\$ 106,897	\$ 1,526	\$ 98,346	\$ 7,676	\$ -	\$ -	\$ 106,897
% Changes			0.2%	13.0%	1.0%	0.0%	0.0%	14.1%
<b>Commercial</b>	\$ 757,803	\$ 696,993	\$ 25,991	\$ (111,357)	\$ 16,534	\$ -	\$ 8,021	\$ (60,810)
% Changes			3.4%	-14.7%	2.2%	0.0%	1.1%	-8.0%
<b>Industrial</b>	\$ 120,630	\$ 136,334	\$ 13,586	\$ -	\$ -	\$ -	\$ 2,118	\$ 15,704
% Changes			11.3%	0.0%	0.0%	0%	1.8%	13.0%
<b>Agricultural</b>	\$ 1,879	\$ 1,649	\$ (383)	\$ (18)	\$ -	\$ 50	\$ 120	\$ (231)
% Changes			-20.4%	-1.0%	0.0%	2.7%	6.4%	-12.3%
<b>Totals</b>	\$ 2,432,665	\$ 2,589,777	\$ 97,196	\$ (10,777)	\$ 64,928	\$ (3,137)	\$ 9,553	\$ 157,111
% Changes			4.0%	-0.4%	2.7%	-0.1%	0.4%	6.5%
<i>Note: Does not include state-assessed property</i>								

Sources: 2015 Abstract of Assessment; 2015 Reconciliation Report.

**Agricultural assessed values (Table 1)** decreased 15.0% from 2014 to 2015. This was due primarily to revaluation and reclassification.

**Agricultural taxable values (Tables 2 & 3)** experienced a decrease of 12.3% from 2014 to 2015. Categorically it decreased due to revaluation and reclassification. Increases were due to an increase in the rollback from 44.7021% of the 2014 assessed value (payable fall of 2015 and spring of 2016) to 46.1068% for 2015. The net result is a decrease of 12.3% of taxable value for 2015.

**Residential assessed values (Table 1)** increased 6.4% from 2014 to 2015. This was a result of revaluation, new construction and class change from commercial.

**Residential taxable values (Tables 2 & 3)** experienced an increase of 6.2% from 2014 to 2015. The largest contributing factors were the increase due to revaluation and new construction.

**Commercial assessed values (Table 1)** experienced a significant decrease of 8.0% from 2014 to 2015. This is the result of properties being reclassified as Multiresidential.

**Commercial taxable values (Tables 2 & 3)** experienced a decrease of 8.0% from 2014 to 2015. The large decrease caused by reclassification was offset by gains in revaluation and new construction.

**Industrial assessed values (Table 1)** experienced a solid increase of 13.0% from 2014 to 2015. This is due to revaluation.

**Industrial taxable values (Table 3)** mirrored the 100% assessed values from 2014 to 2015. Categorically it increased due to revaluation and expiring exemptions.

As shown in Table 3, excluding railroads and utilities, the overall change for the upcoming fiscal year is 6.5% more taxable value.

## DEPARTMENT ACTIVITIES

On April 1, 2015, our office mailed out 10,868 assessment notices. Of these 10,003 were residential, 461 were commercial, 19 were industrial, 216 were multiresidential, 29 were dual class, 101 were agricultural and 39 were for exempt parcels.

I would like to publicly thank Judy Heimerman, Dawn Tank, and Brenda Swaim for the extraordinary amount of hours they spent accomplishing this. I realized while driving home at 10:30 p.m. on March 31<sup>st</sup> after having just dropped off the last of the assessment rolls at the Post Office, how lucky I was to have these dedicated, professional women as coworkers. It was also accomplished with the aid of interns and temporary help, which is discussed further under ExtraHelp/Interns.

We were able to fill the two vacant appraiser positions with Don (D.W.) Wacker and Chris Malloy. Both started in December and are busy getting familiar with our software and office work flow. They will be instrumental in inspecting all the new residential homes in addition to the existing houses that have had additions built or remodeling done.

We have been very fortunate to have two interns and three temporary employees as part of our team. Thanks to them we have been able to make significant progress migrating our residential properties into our CAMA system.

The new construction segment of the residential market remained stable. The table on **Attachment “C”** shows the quarterly activity of sales that are good for analysis (arms-length sales). The number of new homes built in 2015 is shown at 26, but due to a backlog of entering this data, this number is misleading. We expect it to be similar to the 53 built in 2014.

**New Construction Sales:** The price per square foot is the most reliable indication of price increase. Annual percentage changes and cumulative changes since 1995 are the right two columns. The report shows that the sales price for new homes increased. The average new home price per square foot is up approximately 4.8% as compared to 2014 (shown in the row heading “New construction sales”). It was \$189.20 in 2014 and \$198.33 in 2015. The median sales price showed an increase of 12.93% from \$286,521 in 2014 to \$323,558 in 2015 (shown in the column heading “Median Price”).

**Existing House Sales:** The total number of sales increased by 31.88% from 643 in 2014 to 848 in 2015. The average sale price per square foot stayed pretty much the same from \$134.51 in 2014 to \$135.04 in 2015 (shown in the row heading “Existing houses”). The median sales price showed a decrease of 6.5% from \$180,000 in 2014 to \$168,250 in 2015 (shown in the column heading “Median Price”).

There is ongoing development of our Beacon website ([WWW.AmesAssessor.org](http://WWW.AmesAssessor.org)) to better serve our needs as well as the public's. This site continues to be our most active method of communication with the public. The data files created for the website are the backbone of real property information for several city and county departments. Map files are uploaded regularly from the Story County Auditor's files, and data files are uploaded nightly from the county's real estate system and both assessors' offices. In addition, map layers for Ames zoning are updated by the city's GIS staff as the Planning department makes zoning changes.

Digital photos for most properties are available on our website, but continue to require ongoing maintenance.

---

## STAFF

The full-time employees of the City Assessor's Office and their starting dates as full-time employees with this office are as follows:

▪ Greg Lynch, City Assessor	February	2006
▪ Brenda Swaim, Chief Deputy Assessor	December	1996
▪ Judy Heimerman, Office Assistant I	January	1990
▪ Dawn Tank, Administrative Assistant	January	2015
▪ Don (D.W.) Wacker, Residential Appraiser	December	2015
▪ Chris Malloy, Residential Appraiser	December	2015
▪ Database Manager		

---

## BUDGET PROPOSAL

**Attachment A** is the budget expense proposal. Explanations for various line item expenses follow:

**Salaries:** The Consumer Price Index (CPI), published by the Bureau of Labor Statistics of the U.S. Department of Labor, shown in a news release dated November 17, 2015, indicates an increase of 1.9% for all items less food and energy since October of 2014.

The expense items for the Assessor and all other staff are budgeted with a 2% cost of living increase and a 1.00% merit pool, for a total of 3.0%. (As always, exact salaries for staff will be based upon individual evaluations.)

Board of Review salaries are \$17.50 per hour. Their total remains the same as it was for FY 2015-2016. There is also a clerk to take the minutes. For budgeting purposes, we estimate that the clerk will need to put in 1.5 times the hours of the Board. The clerk is paid at a rate of \$15.00 per hour.

**Extra Help/Interns:** During FY 2016-2017, we would like to employ four interns to assist us with various projects that arise. This expense is estimated to be \$35,000 and it's shown on the Extra Help/Interns line item. This is an increase of \$2,000.

It should also be noted that we are estimating this line item expense for FY 2015-2016 to be \$88,500. This is almost triple the budgeted amount of \$33,000. We were fortunate to have hired two interns and three temporary employees that were instrumental in getting data entered into our CAMA database and helping out anywhere they were needed. They were needed (and affordable) because of the vacant Appraiser and Database Manager positions.

**Taxable Fringe Benefits:** This line includes mileage allowance for four of the full-time employees who use their private auto for work purposes. Employees must provide a copy of their insurance card and driver's license annually. In return for maintaining liability insurance and a dependable vehicle that is available to the employee during working hours, each full-time employee is paid monthly as follows (less mileage reimbursement\*):

Assessor	\$100
Deputy	\$90
Appraisers (2)	\$90

Additionally, this line includes a monthly cell phone allowance of \$25.00 a month for all five full-time employees that have regular duties outside the office. The allowance is paid if the employee has a cell phone available for office use during work hours.

**Health Insurance:** The amount budgeted last year was based on our current staffing and use levels. I received notice that we could expect a 7% increase in health insurance costs for the upcoming fiscal year.

This line also includes a pro-rated amount of the group workers' compensation insurance for the fiscal year.

**Board of Review Expenses:** This line represents payment of the Board's mileage, postage and supplies.

\* **Mileage:** This line represents reimbursement to employees who use their personal auto for work purposes. It is paid at the current IRS rate. For 2016, the rate is \$0.54 per mile.

We had been using a pool vehicle provided by the city whenever possible. The rate for it is currently \$0.45 per mile. We plan to keep this option open for the new appraisers.

**Document Management Software (Data Processing):** This is a continuation of our budget from last year. I have separated it, so that it doesn't distort our historic line items.

As you may remember, our office was exploring Enterprise Content Management Systems, which would allow us to fully transition from paper hard-copy driven processes to digital documents. We were exploring two avenues to the fruition of this project. We would like to be a part of a larger city-wide initiative to a unified document management system. Our office is aware that this has been an ambition of the city for quite some time, and projects particular to an entity the size of the city of Ames can incur substantial expense and require a lot of project planning.

The City Assessor's office would still like to have an alternate contingency plan should it be determined the likelihood of a city-wide ECM system will not be imminent within the next two years. We had earmarked \$17,000 in the FY 2015-2016 budget and have included \$17,000 in the FY 2016-2017 budget to begin planning for an Enterprise Content Management System that is scaled to the needs of our office. This project will allow us to integrate many of the paper forms, applications and records into our current CAMA, appeals, and real estate system. Advantages include more efficient retrieval of information, improved customer service, and repurposing of office space that is currently used for storing documentation.

---

## ASSESSMENT APPEALS

For 2015, eleven cases were filed with the Property Assessment Appeal Board and one with District Court (see table below). Ten cases involve commercial properties and one was residential.

Property ID or MAP ID	Address	Appellant	PAAB or District	Docket #(s) or Case #
05-28-273-020	3619 Stange Road	Fareway Stores, Inc	PAAB	2015-100-00088C
05-34-227-120	2719 Grand Avenue	DWB Family LLC (Walgreen Co. Lessee)	PAAB	2015-100-00087C
09-05-302-020	4401 Timber Ridge Drive	Gano, Dennis E. & Barbara L	PAAB	2015-100-00086R
09-11-101-040	402 Lincoln Way	Great Southern Bank	PAAB	2015-100-00095C
09-11-440-020	1220 S Duff Avenue	Best Buy Company	PAAB	2015-100-00085C
<b>09-14-330-010</b>	<b>120 Airport Road</b>	<b>Lowe's Home Centers, LLC</b>	<b>District</b>	<b>CUCU049292</b>
09-14-370-015	2901 S Duff Avenue	Lithia Real Estate	PAAB	2015-100-01213C
09-16-280-040	2325 University Blvd	Gateway Center Ltd	PAAB	2015-100-00092C
09-16-280-050	2101 Green Hills Drive	Gateway Center Ltd	PAAB	2015-100-00091C
09-16-425-015	2415 University Blvd	Friends of ISU Hotel Holdings, LLC	PAAB	2015-100-00089C
09-16-425-025	2329 University Blvd	Friends of ISU Hotel Holdings, LLC	PAAB	2015-100-00090C
10-06-390-010	2825 E Lincoln Way	GPT Ames Owner LLC	PAAB	2015-100-00094I

---

## **OFFICIAL BUDGET DETAIL**

A copy of the official budget detail form to be published is **Attachment “B.”**

---

## **CITIZEN SURVEY & EVALUATION**

In the past, our office has conducted this survey. Due to our staff shortage, with the Mini Conference Board’s approval, we did not conduct it this year. The City of Ames conducts an annual survey, and with their permission, we will have some questions about our office’s performance incorporated into it for next year. This will save our office time and money.

---

Submitted January 7, 2016, by Gregory P. Lynch, Ames City Assessor.

AMES CITY ASSESSOR  
2016 – 2017 BUDGET PROPOSAL

Item	FY 14-15 Actual Expenses	FY 15-16 Actual Expenses for the First 13 Requisitions	FY 15-16 Projected Expenses for the Year	FY 15-16 Budget	FY 16-17 Proposed Budget	% of Change Between Proposed & Current Budget
Assessor	\$ 123,635	\$ 63,568	\$ 127,307	\$ 127,288	\$ 136,350	7.1%
Deputy	99,023	50,862	101,861	101,578	109,107	7.4%
Staff	190,981	55,092	183,328	289,240	310,527	7.4%
Longevity	1,230	550	1,120	1,120	1,180	5.4%
Overtime Pay	3,195	83	5,500	5,500	5,000	-9.1%
Extra Help / Interns	27,246	29,500	88,500	33,000	35,000	6.1%
Board of Review	3,909	794	4,000	7,590	7,590	0.0%
Taxable Fringe Benefits	2,866	809	2,600	2,266	3,720	64.2%
F.I.C.A. @ 7.65%	33,480	14,685	37,979	43,420	46,548	7.2%
I.P.E.R.S. @ 8.93%	38,324	16,555	45,500	50,685	54,337	7.2%
Health Insurance & Workers' Comp	72,813	33,946	91,973	116,845	132,000	13.0%
Unemployment Compensation	-	-	-	500	500	0.0%
Life & Disability Insurance	2,459	1,001	2,230	4,631	4,100	-11.5%
<b>Total Payroll &amp; Related Expenses</b>	<b>\$ 599,161</b>	<b>\$ 267,445</b>	<b>\$ 691,898</b>	<b>\$ 783,663</b>	<b>\$ 845,959</b>	<b>7.9%</b>
Board of Review Expenses	\$ 294	\$ 822	\$ 1,500	\$ 1,500	\$ 1,500	0.0%
Office Supplies	4,438	1,388	4,500	4,500	4,500	0.0%
Postage & Mailing	5,007	104	5,000	8,250	9,000	9.1%
Employee Mileage & Expenses	1,401	1,028	2,500	5,640	5,640	0.0%
Communication Services	4,686	1,822	4,400	5,400	4,300	-20.4%
Data Processing Services / Major Software	110,196	28,809	79,000	72,350	89,000	23.0%
Education & Training	12,667	6,615	15,000	15,000	18,000	20.0%
Utilities (City Hall Expenses)	17,141	6,855	17,155	15,050	17,280	14.8%
Equipment Rental & Maintenance	7,168	1,230	3,500	8,000	5,000	-37.5%
Equipment & Machinery (Purchases)	52,005	1,934	7,750	48,500	600	-98.8%
Assessment Appeals / Court Costs	19,195	30,300	40,300	66,000	66,000	0.0%
Management Services / Contingency	1,141	878	1,308	1,000	1,000	0.0%
<b>Total Office Expenses</b>	<b>\$ 235,339</b>	<b>\$ 81,785</b>	<b>\$ 181,913</b>	<b>\$ 251,190</b>	<b>\$ 221,820</b>	<b>-11.7%</b>
<b>Total Payroll &amp; Office Expenses</b>	<b>\$ 834,500</b>	<b>\$ 349,230</b>	<b>\$ 873,811</b>	<b>\$ 1,034,853</b>	<b>\$ 1,067,779</b>	<b>3.2%</b>
MAPS & GIS Project	\$ 10,750	\$ 10,750	\$ 14,200	\$ 14,200	\$ 15,200	7.0%
Revaluation Project	-	-	-	-	-	0.0%
Doc Management Software (Data Processing)	-	-	-	17,000	17,000	0.0%
<b>Total Special Projects</b>	<b>\$ 10,750</b>	<b>\$ 10,750</b>	<b>\$ 14,200</b>	<b>\$ 31,200</b>	<b>\$ 32,200</b>	<b>3.2%</b>
<b>Total Expenses</b>	<b>\$ 845,250</b>	<b>\$ 359,980</b>	<b>\$ 888,011</b>	<b>\$ 1,066,053</b>	<b>\$ 1,099,979</b>	<b>3.2%</b>

EXTRAORDINARY 27th PAY PERIOD FOR 2016 – 2017  
26 PAY PERIODS VS. 27 PAY PERIODS

Item	FY 15-16 Bi-Weekly Base Salary (All Possible FT Positions)	FY 16-17 Bi-Weekly Base Salary (Proposed Budget)	% of Change Between FY 17-16 Bi-Weekly & FY 15-16 Bi-Weekly	FY 16-17 Annual Base Salary (Proposed Budget) 26 Pay Periods	% of Change Between Proposed & Current Budget 26 Pay Periods	FY 16-17 Annual Base Salary (Proposed Budget) 27 Pay Periods	% of Change Between Proposed & Current Budget 27 Pay Periods
Assessor	\$ 4,903	\$ 5,050	3.0%	\$ 131,300	3.2%	\$ 136,350	7.1%
Deputy	3,923	4,041	3.0%	105,066	3.4%	109,107	7.4%
Staff	11,165	11,501	3.0%	299,026	3.4%	310,527	7.4%
<b>Total</b>	<b>\$ 19,991</b>	<b>\$ 20,592</b>	<b>3.0%</b>	<b>\$ 535,392</b>	<b>3.3%</b>	<b>\$ 555,984</b>	<b>7.3%</b>

DATA PROCESSING SERVICES / MAJOR SOFTWARE  
2016 – 2017 PROPOSED BUDGET

City Information Technology Costs (Network, Email, GIS, Etc.)	\$ 31,000
Fiber Connectivity to Story County	3,600
Heartland Technology Solutions (Monthly Managed Services, Etc.)	15,800
Estimated CAMA Software & Ongoing Support Costs	13,700
Tyler Technologies	6,200
Pictometry Aerial Photography	10,500
Consulting on Miscellaneous Data Processing Issues	5,000
Miscellaneous Expenses	3,200
<b>Total 2016 - 2017 Proposed Budget</b>	<b>\$ 89,000</b>

AMES CITY ASSESSOR  
2016 – 2017 PROJECTED SOURCE OF FUNDS AND BALANCES

Item	Assessment Expense Fund
<b>Beginning Balance 7-1-2015</b>	<b>\$ 351,558</b>
Estimated Property Taxes	915,898
Other Income (Misc, Etc.)	20,798
Transfers In	-
Transfers Out	-
<b>Available Resources</b>	<b>\$ 1,288,254</b>
Expenses	(888,011)
<b>Estimated Ending Balance 6-30-2016</b>	<b>\$ 400,243</b>
<b>Estimated Beginning Balance 7-1-2016</b>	<b>\$ 400,243</b>
Property Tax Levy Proposed	\$ 1,027,903
Other Income (Misc, Credits, Etc.)	\$ 2,097
Transfers In	\$ -
Transfers Out	\$ -
<b>Available Resources</b>	<b>\$ 1,430,243</b>
Expenses	(1,099,979)
<b>Estimated Ending Balance 6-30-2017</b>	<b>\$ 330,264</b>

The projected ending balance is about 30% of the annual budget.

<b>NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET</b>  <b>Fiscal Year July 1, 2016 - June 30, 2017</b>	<b>ASSESSING JURISDICTION:</b>
	<b>Ames City Assessor</b>

The Conference Board of the above-named Assessing Jurisdiction will conduct a public hearing on the proposed fiscal year budget as follows:

<b>Meeting Date:</b>	<b>Meeting Time:</b>	<b>Meeting Location:</b>
February 23	5:30 PM	Council Chambers, Ames City Hall, 515 Clark Ave, Ames, IA

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of receipts and expenditures on file with the Conference Board Clerk. Copies of the Supplemental Budget Detail (Schedule 673-A) will be furnished upon request.

Clerk's Telephone Number:		PROPOSED BUDGET SUMMARY					Clerk's Name:		
515-239-5370							Gregory P. Lynch		
FUND  (Use Whole Dollars)	A	B	C	D	E	F	G	H	I
	Expenditures			Transfers  Out	Estimated  Ending Fund  Balance  FY 2017	Estimated  Beginning Fund  Balance  FY 2017	Estimated  Other  Receipts	Transfers  In	Estimated  Amount  To Be Raised  By Taxation
	FYE 6-30-2015  Actual	FYE 6-30-2016  Re-estimated	FYE 6-30-2017  Proposed						
1. Assessment Expense	845,250	888,011	1,099,979		330,264	400,243	2,097	0	1,027,903
2. FICA				0	0	0	0		0
3. IPERS				0	0	0	0		0
4. Emergency				0	0	0	0		0
5. Unemployment Comp.	0	0	0	0	0	0	0		0
6. Tort Liability	0	0	0	0	0	0	0		0
7. TOTAL	845,250	888,011	1,099,979	0	330,264	400,243	2,097	0	1,027,903
Proposed taxation rate per \$1,000 valuation: \$					0.39544				

# Residential Sales Summary by Quarter for Ames, Iowa

As of December 30, 2015

	A	B	C	D	E	F	G	H	I
1	Sales Period:	# Sold	Average Price	Average Hse Size	Price per sq.ft.	Average Year Built	Median Price	Annual % Change per SF	Cumulative % change \$/SF 1995 base
2	1st Quarter 1995	74	\$113,790	1,517	\$75.00	1961.1			
3	2nd Quarter 1995	147	\$120,453	1,411	\$85.38	1965.5			
4	3rd Quarter 1995	171	\$107,542	1,362	\$78.95	1962.3			
5	4th Quarter 1995	123	\$123,608	1,480	\$83.51	1963.1			
6	<b>1995 Total Year</b>	<b>515</b>	<b>\$115,962</b>	<b>1,427</b>	<b>\$81.29</b>	<b>1963.2</b>	<b>\$97,750</b>	<b>n/a</b>	<b>n/a</b>
7	<b>1995 Sales Detail - Existing &amp; New:</b>								
8	Existing houses	452	\$106,322	1,355	\$78.47	1959	\$92,000	n/a	n/a
9	New construction sales	63	\$185,129	1,940	\$95.43	1994	\$172,676	n/a	n/a
170	1st Quarter 2012	92	\$177,415	1,480	\$119.88	1975.6			
171	2nd Quarter 2012	229	\$188,137	1,492	\$126.10	1975.4			
172	3rd Quarter 2012	187	\$184,675	1,491	\$123.86	1978.4			
173	4th Quarter 2012	126	\$194,139	1,438	\$135.01	1982.4			
174	<b>2012 Total</b>	<b>634</b>	<b>\$186,753</b>	<b>1,479</b>	<b>\$126.25</b>	<b>1977.7</b>	<b>\$169,750</b>	<b>3.0%</b>	<b>55.3%</b>
175	<b>2012 Sales Detail - Existing &amp; New processed to date:</b>								
176	Existing houses	590	\$179,529	1,463	\$122.71	1975	\$162,750	2.0%	56.4%
177	Single-Family Detached	453	\$185,283	1,530	\$121.10	1970	\$167,500		
178	Townhouses/Condos	137	\$160,503	1,239	\$129.54	1992	\$137,500		
179	New construction sales	44	\$283,622	1,700	\$166.84	2012	\$271,835	6.5%	74.8%
180	Single-Family Detached	40	\$288,206	1,719	\$167.66	2012	\$275,335		
181	Townhouses/Condos	4	\$237,784	1,511	\$157.37	2011	\$228,250		
182	1st Quarter 2013	81	\$173,039	1,353	\$127.89	1971.0			
183	2nd Quarter 2013	255	\$193,185	1,449	\$133.32	1978.1			
184	3rd Quarter 2013	246	\$199,076	1,462	\$136.17	1976.8			
185	4th Quarter 2013	157	\$200,655	1,471	\$136.41	1973.3			
186	<b>2013 Total</b>	<b>739</b>	<b>\$194,525</b>	<b>1,447</b>	<b>\$134.39</b>	<b>1975.9</b>	<b>\$172,000</b>	<b>6.4%</b>	<b>65.3%</b>
187	<b>2013 Sales Detail - Existing &amp; New processed to date:</b>								
188	Existing houses	679	\$183,927	1,423	\$129.25	1973	\$166,450	5.3%	64.7%
189	Single-Family Detached	523	\$191,470	1,495	\$128.07	1967	\$170,000		
190	Townhouses/Condos	156	\$158,638	1,180	\$134.44	1991	\$145,500		
191	New construction sales	60	\$314,457	1,725	\$182.29	2013	\$296,012	9.3%	91.0%
192	Single-Family Detached	54	\$319,409	1,751	\$182.42	2013	\$311,601		
193	Townhouses/Condos	6	\$269,887	1,494	\$180.65	2013	\$266,700		
194	1st Quarter 2014	94	\$202,776	1,461	\$138.79	1978.2			
195	2nd Quarter 2014	219	\$203,031	1,488	\$136.45	1977.8			
196	3rd Quarter 2014	227	\$212,447	1,515	\$140.23	1976.4			
197	4th Quarter 2014	156	\$201,384	1,442	\$139.66	1975.9			
198	<b>2014 Total</b>	<b>696</b>	<b>\$205,698</b>	<b>1,483</b>	<b>\$138.72</b>	<b>1977.0</b>	<b>\$189,000</b>	<b>3.2%</b>	<b>70.6%</b>
199	<b>2014 Sales Detail - Existing &amp; New processed to date:</b>								
200	Existing houses	643	\$199,214	1,481	\$134.51	1974	\$180,000	4.1%	71.4%
201	Single-Family Detached	499	\$207,719	1,555	\$133.58	1969	\$189,500		
202	Townhouses/Condos	144	\$168,743	1,223	\$137.97	1991	\$148,165		
203	New construction sales	53	\$284,365	1,503	\$189.20	2013	\$286,521	3.8%	98.3%
204	Single-Family Detached	34	\$323,467	1,709	\$189.27	2013	\$325,910		
205	Townhouses/Condos	19	\$214,394	1,134	\$189.06	2013	\$220,309		
206	1st Quarter 2015	150	\$197,699	1,406	\$140.61	1972.1			
207	2nd Quarter 2015	250	\$223,322	1,555	\$143.62	1977.1			
208	3rd Quarter 2015	396	\$180,246	1,393	\$129.39	1983.7			
209	4th Quarter 2015	78	\$217,421	1,484	\$146.51	1973.0			
210	<b>2015 Total</b>	<b>874</b>	<b>\$198,881</b>	<b>1,450</b>	<b>\$137.19</b>	<b>1978.9</b>	<b>\$172,000</b>	<b>-1.1%</b>	<b>68.8%</b>
211	<b>2015 Sales Detail - Existing &amp; New processed to date:</b>								
212	Existing houses	848	\$194,726	1,442	\$135.04	1978	\$168,250	0.4%	72.1%
213	Single-Family Detached	565	\$215,319	1,555	\$138.47	1969	\$192,000		
214	Townhouses/Condos	283	\$153,612	1,217	\$126.22	1996	\$134,094		
215	New construction sales	26	\$334,386	1,686	\$198.33	2014	\$323,558	4.8%	107.8%
216	Single-Family Detached	20	\$366,378	1,867	\$196.24	2014	\$353,719		
217	Townhouses/Condos	6	\$227,746	1,083	\$210.29	2014	\$211,950		
218	<b>NOTE 1: Sales are assigned to quarters according to the month and year the deed was executed.</b>								
219	<b>NOTE 2: 1-family houses include townhouses, condominiums, detached houses, and attached houses.</b>								
220	<b>NOTE 3: Recent quarters may include unverified sales information; all sales are subject to correction.</b>								
221	<b>NOTE 4: Recent sales may not be included. New houses are not included until after they have been inspected.</b>								



## Mini Conference Board

Minutes for Tuesday, December 22, 2015 **(UNAPPROVED)**  
Room 233, Ames City Hall, 515 Clark Avenue, Ames, IA

### Members Present:

- Peter Orazem, Ames City Council, Chairperson
- Bill Talbot, Ames School Board of Directors
- Rick Sanders, Story County Board of Supervisors
- Greg Lynch, Ames City Assessor

### Also Present:

- Brenda Swaim, Deputy Assessor, Ames City Assessor's Office
- Dawn Tank, Administrative Assistant, Ames City Assessor's Office

**Call to Order:** 3:04 p.m. by Chairperson Peter Orazem.

### Approval of Minutes from July 22, 2015, Mini Conference Board Meeting:

- Moved by Sanders, seconded by Talbot to approve the minutes without corrections. Motion carried unanimously.

### Discussion of City Assessor's 2016-2017 Budget Proposal:

- Lynch discussed the two new appraisers that were recently hired. He also mentioned how the temporary employees and interns have been assisting with the workload while we have been short staffed and that was why the projected expense for the rest of the current fiscal year for extra help and interns was at \$88,500. Orazem and Sanders requested that Lynch explain in his report to the Conference Board why there is a huge difference between the FY 2015-2016 projected expense and FY 2016-2017 proposed budget for staff as well as extra help and interns.
- Sanders and Lynch then shifted the conversation to the 3% increase in salaries and the fact that there are 27 pay periods in FY 2016-2017 instead of the typical 26.
- Sanders had a problem with increasing the budgeted amount for extra help and interns from \$33,000 in FY 2015-2016 to \$40,000 in FY 2016-2017 due to the office finally being fully staffed. Swaim pointed out that the office was not fully staffed yet because the office still needed to hire the IT position plus most of her time is spent training the new appraisers as well as the interns and temporary workers. Tank also mentioned that only around 25% of the residential parcels have been migrated into the new CAMA system, which is what the majority of the interns and temporary workers are working on. Sanders said that he preferred that the line item stay in the \$33,000 to \$35,000 range. Orazem and Swaim discussed what it will take to get the new appraisers fully trained, the hourly rate for interns as well as the time commitment for training interns. Sanders stated that he was ok if by reducing the budget by \$5,000 the migration of residential parcels to the new CAMA system did not go as fast as the office would like. Swaim disagreed because the old CAMA program was a DOS program plus IT keeps getting after us to get rid of the XP computer that it needs to run on. In addition, the migration has dragged on long enough. Sanders, Lynch and Swaim then discussed the timeline for completing the migration and how many sketches can be done in a day. Orazem believed that the \$40,000 was a reasonable request. Once the migration was complete and the new staff was trained it could go back down to what it was.
- Sanders wondered what the office was aiming for when it came to the estimated ending fund balance. He thought it needed to be around \$300,000 or between 25-30% so cash flow can be covered in the first quarter.

## **Mini Conference Board**

- Orazem wondered where the office was in the IT position hiring process. Swaim hoped that they would definitely be hired by the beginning of FY 2016-2017. Tank pointed out that the FY 2015-2016 projected expense of \$183,328 for staff included the IT position starting in mid-February.
- The discussion returned to the FY 2016-2017 budgeted amount for extra help and interns. Sanders wanted it to be \$35,000, while Orazem was accepting of \$40,000. The board members debated if there was anywhere in the budget where they could cut \$5,000, which would lead to leaving the extra help and interns at \$40,000. In the end, Talbot sided with Sanders and the extra help and intern line item was to be presented to the full Conference Board at \$35,000.
- The Board and Lynch briefly talked about the number of PAAB and District Court cases for 2015.

### **Other Business:**

- None

### **Adjournment:**

- Moved by Sanders, seconded by Talbot to adjourn the meeting. The meeting adjourned at 4:08 p.m.

## MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

DECEMBER 22, 2015

The Regular Meeting of the Ames City Council was called to order by Mayor Ann Campbell at 6:00 p.m. on the 22nd day of December, 2015, in the City Council Chambers in City Hall, 515 Clark Avenue. Council Members Gloria Betcher, Amber Corrieri, Tim Gartin, Matthew Goodman, Chris Nelson, and Peter Orazem were present. *Ex officio* Member Sam Schulte was absent.

**CONSENT AGENDA:** Mayor Campbell pulled Item No. 9 from the Consent Agenda (pertaining to Grant Avenue) for separate discussion.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting of December 8, 2015
3. Motion approving certification of civil service applicants
4. Motion approving Report of Contract Change Orders for December 1-15, 2015
5. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
  - a. Class B Beer – Pizza Pit, 207 Welch Avenue, Suite 201
  - b. Class B Liquor – Quality Inn & Suites, 2601 East 13<sup>th</sup> Street
  - c. Class C Liquor & Outdoor Service - The District, 2518 Lincoln Way
6. Motion approving Special Class C Liquor License for Salt and Pretzel, 2610 Northridge Parkway
7. Motion approving Ownership Change of Special Class C Liquor License for Great Plains Sauce & Dough Co., 129 Main Street
8. Motion approving Ownership Change of Class C Liquor & Outdoor Service for The District, 2518 Lincoln Way
9. RESOLUTION NO. 15-740 approving Comprehensive Annual Financial Report for Fiscal Year ended June 30, 2015
10. RESOLUTION NO. 15-741 approving 2015/16 Spring Special Project Commission On The Arts grant with Co'Motion Dance Theater
11. RESOLUTION NO. 15-742 approving request for extension of time to complete building demolition requirements in connection with McFarland Subdivision Final Plat (3600 Lincoln Way)
12. Tandem Truck Chassis for Public Works Department:
  - a. RESOLUTION NO. 15-743 awarding contract for two Medium-Duty Tandem Truck Chassis to O'Halloran International, Inc., of Altoona, Iowa, in the amount of \$188,176
  - b. RESOLUTION NO. 15-744 awarding contract for Up-fitting of two Tandem Truck Chassis to Henderson Products, Inc., of Manchester, Iowa, in the amount of \$130,424
13. RESOLUTION NO. 15-745 awarding contract to Mitsubishi Electric Power Products, Inc., of Warrendale, Pennsylvania, to Furnish 69kV SF6 Circuit Breakers in the amount of \$218,318.60 (inclusive of Iowa sales tax)
14. Motor Repair Contract for Power Plant:
  - a. RESOLUTION NO. 15-746 approving renewal of contract (from January 1, 2016, through June 30, 2016) with Electrical Engineering and Equipment Company of Windsor Heights, Iowa, in an amount not to exceed \$95,500
  - b. RESOLUTION NO. 15-747 approving contract and bond

15. RESOLUTION NO. 15-748 approving contract and bond for Water Pollution Control Facility Street Repairs
16. RESOLUTION NO. 15-749 approving Change Order No. 2 with Emerson Process Management Power & Water Solutions, Inc., of Pittsburgh, Pennsylvania, for Distributed Control System in the amount of \$12,611
17. RESOLUTION NO. 15-750 approving Change Order No. 2 with Bodine Services of Clinton, LLC, of Clinton, Iowa, for Specialized Heavy-Duty Cleaning Services for Power Plant Boilers in the amount of \$287,480
18. RESOLUTION NO. 15-751 approving Minor Final Plat for Crown Point Subdivision
19. Roll Call Vote: 6-0. Resolutions/Motions declared adopted/approved unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**GRANT AVENUE:** Civil Engineer Eric Cowles advised that since the paving of the extension of Hyde Avenue to the City limits is now complete, the long-term maintenance of the street will be taken over by the City of Ames. The street will be incorporated into the City's greater street network, thereby becoming an extension of Hyde Avenue. An ordinance will be required to rename this portion of Grant Avenue to Hyde Avenue. This will be consistent with addressing guidelines and provide clarity for E 9-1-1 emergency services. Mr. Cowles noted that a suggestion had been made by a resident of Grant Avenue to change Hyde to Grant. He stated that would affect 33 homeowners on Hyde Avenue versus affecting six (6) parcels on Grant Avenue. According to Mr. Cowles, the second part of this item is to request the City Attorney to draft an ordinance to establish a 35-mph speed limit on Grant (Hyde) Avenue from 190<sup>th</sup> Street to a point one mile south of 190<sup>th</sup> Street.

Clayton Gregg, 4196 Grant Avenue, Ames, said that he had misunderstood and believed that he was to speak at tonight's meeting on this issue. He was not aware that a hearing would be held on the first reading of the ordinance. Mr. Gregg expressed his and his wife's desire to not go through the hassle of changing their address and making all the required notifications. He does not believe that there is any reason to change the name of Grant Avenue; no one has had any problems locating them. He said that he had counted 13 different streets in Ames that do not carry forward the name even though the street continues, e.g., 13<sup>th</sup> turns into Ontario, Walnut turns into Clark, Duff turns into 30<sup>th</sup>, to name a few. Mr. Gregg would like the City to work on renaming streets within Ames, rather than "picking on the residents in the County."

Roger Hamblin, 4158 Grant Avenue, Ames, advised that he and his wife see no reason to change the name of Grant Avenue; it would serve no purpose. He advised that his elderly mother lives with them, and it would be a large task to re-do all the paperwork for her medical services. Mr. Hamblin said that he had been told by City staff some time ago that the name of Grant Avenue would not change.

Moved by Gartin, seconded by Goodman, to direct the City Attorney to draft an ordinance to change the name of Grant Avenue to Hyde Avenue (from 190<sup>th</sup> Street south to where it turns into Hyde Avenue).

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

Moved by Gartin, seconded by Goodman, to direct the City Attorney to draft an ordinance to establish a 35-mph speed limit on Grant (Hyde) Avenue from 190<sup>th</sup> Street to a point one mile south of 190<sup>th</sup>

Street.

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

**PUBLIC FORUM:** Mayor Campbell opened Public Forum and closed same after no one requested to speak.

**REPORT FROM SUSTAINABILITY COORDINATOR:** Public Relations Officer Susan Gwiasda advised that she would be presenting the Mid-Year Report on behalf of Sustainability Coordinator Merry Rankin, who was ill.

Ms. Gwiasda recalled that the Scope of Services targets five priority areas related to energy consumption reduction as well as waste reduction and diversion. She reported on the progress made on the Scope of Services and listed the accomplishments for each priority area.

**DENIAL OF VENDING CART PERMIT FOR SMILES & GYROS ON WELCH AVENUE:** City Manager Steve Schainker explained that a license to operate a food cart on the City sidewalk on Welch Avenue for the period of October 30, 2014, until October 30, 2015, was issued to Chad Watkins. Mr. Watkins forgot to renew the Permit; it has now expired. After becoming aware of the expiration, Mr. Watkins sought to apply for a new license at the same site. However, under the Vending Ordinance Administrative Policies, which were part of the new Vending Ordinance adopted in February 2015, an application for a Vending Cart Permit must include a letter of support from the adjacent property owner/management of the business. Patti Boon, representing Randall Corporation (the owner of the adjacent building), had sent an e-mail to the City Clerk stating that Randall Corporation does not support the placement of Mr. Watkins' cart at its present location as it conflicts with its tenant's (Jimmy Johns) business. Given the absence of a letter of support, the City Clerk denied the issuance of the Permit.

Mr. Schainker advised the Council that it may not waive the requirements of an Ordinance; however, it may waive a requirement in an Administrative Policy, which, in this case, contains the requirement for a letter of support. He also noted that if the Permit would not have lapsed, the fact that a letter in opposition was received after the Permit would have been issued would not have necessarily invalidated the Permit.

Chad Watkins, 1421 Douglas Avenue, Ames, indicated that he was now the co-owner of Smiles & Gyros on Welch Avenue. He stated that the cart has been at the same location for 23 years. At the inquiry of Council Member Gartin, Mr. Watkins stated that his cart is placed some distance from Jimmy Johns. He also stated that his cart is generally in operation from 9:30 p.m. to 4:00 a.m. Wednesday through Saturday. Mr. Watkins said he could not be sure about what hours Jimmy Johns was open.

Council Member Betcher said that she felt the vendor forgetting to renew his Permit was an unintended consequence of the new Ordinance passed in February. She felt that it might warrant investigation into the new policy of requiring a letter of support from the adjacent property owner. It was Ms. Betcher's opinion that the purpose of the ordinance was not to put vendors out of business at a location that they had occupied for over 20 years.

Council Member Gartin asked if there was a “grace period,” such as 30 days. City Clerk Diane Voss stated that there was not. She explained that there was no provision for renewal; the Permit has an expiration date, and a Permit has to be applied for annually. Also at the inquiry of Mr. Gartin, Ms. Voss advised that there is no requirement for staff to remind vendors that their Permit expiration date is approaching. Former staff members may have issued a reminder, but there is no requirement to do so; that would have been done merely as a courtesy. In this case, the vendor was reminded via a phone call made by the Clerk’s Office on September 9, 2015, of the impending expiration of the Permit.

In answer to Mr. Gartin’s question, Mr. Watkins said that he did not remember getting a reminder call, but he could have. He said he was taking full responsibility for not remembering to apply for the Permit.

Council Member Nelson said that he deals with permits every day in his business. In his business, if a license expires, but they continue to work, there is a penalty. He said he would be in favor of allowing the business to continue at its present location, but citing the owner for operating without a permit. Upon being asked by Council Member Gartin, City Attorney Parks said that there are remedies to cite the violator with a penalty and then allow the business to come into compliance and move forward.

Moved by Nelson, seconded by Corrieri, to waive the requirement reflected in the Vending License Administrative Policies for a letter of support from the adjacent property owner.

Council Member Gartin asked if it would be setting a precedent if the policy were waived. City Attorney Parks stated that staff had recently discussed reviewing the policy as well as the entire Vending Ordinance in the near future. She noted that this is the first time that such a situation had ever happened and stated that she did not think waiving that requirement this time would be setting a precedent.

Vote on Motion: 5-0-1. Voting aye: Betcher, Corrieri, Gartin, Nelson, Orazem. Voting nay: None. Abstaining due to a conflict of interest: Goodman. Motion declared carried.

Moved by Nelson, seconded by Betcher, to cite the vendor for operating without a permit.

Vote on Motion: 4-1-1. Voting aye: Betcher, Gartin, Nelson, Orazem. Voting nay: Corrieri. Abstaining due to a conflict of interest: Goodman. Motion declared carried.

Moved by Gartin, seconded by Corrieri, to direct staff to review the policy by which notices are given to holders of vending cart permits for the purposes of renewal.

Vote on Motion: 5-0-1. Voting aye: Betcher, Corrieri, Gartin, Nelson, Orazem. Voting nay: None. Abstaining due to a conflict of interest: Goodman. Motion declared carried.

**SOUTH DUFF ACCESS AND TRAFFIC SIGNAL PROJECT:** Traffic Engineer Damion Pregitzer recalled that this project was last discussed before the City Council on April 28, 2015, when several alternatives were presented. Ultimately, it was decided to move forward with the one alternative that

was also supported by the Iowa Department of Transportation (Iowa DOT). In summary, staff was directed to address three issues: (1) to negotiate cross-access easement rights for the east-side properties via Walmart's property; (2) to secure grant funding and negotiate a three-way split for local funds among the City, Walmart, and Hunziker; and (3) to design the project in such a way that it does not adversely affect truck deliveries to 811 South Duff Avenue (Howe's Welding). Staff has now hired CGA Engineering Consultants to begin preliminary design according to that direction. Mr. Pregitzer showed the most current iteration of design, which showed the reconfiguration of the westernmost portion of Walmart's parking lot. The concept also showed the potential layout for a traffic signal and raised median along South Duff Avenue between South 5<sup>th</sup> Street and Squaw Creek.

Pertaining to Issue 1, Mr. Pregitzer advised that Walmart is now supportive of granting cross access through its parking lot. The access drive south from Walmart would be across land owned by U-Haul, which has also expressed support for easements for those properties between Walmart and Squaw Creek. The easement format also includes language for ongoing maintenance of the area that staff will disseminate to affected businesses on the east side of South Duff for their feedback.

Pertaining to Issue 2, CGA has also generated an updated estimate of the probable cost for the overall project. The estimate includes a new traffic signal, raised median, wayfinding signs, and a mill-and-overlay for the affected Walmart parking lot (including access routes). Staff has also received confirmation that this project will have Traffic Safety Improvement Program (TSIP) and Urban-State Traffic Engineering Program (U-STEP) funding. The remaining project funds in the amount of \$180,000 will need to be split three ways (City, Walmart, and Hunziker). Mr. Pregitzer emphasized that the estimate does not reflect actual bids and is likely to change once the project has been sent out for bid. Walmart is willing to contribute one-third of the local match; however, not willing to enter into a funding agreement for the split without establishing a maximum contribution. This would be up to the equivalent cost for its responsibility to install a raised median per the Iowa DOT access permit requirements.

Pertaining to Issue 3, in the area of 811 South Duff (Howe's Welding), there will be a section of mountable median with rumble strips with the length of the opening based upon a "large" delivery truck (WB-62 truck dimensions). The consultants were asked to apply the WB-62 truck turning template.

Traffic Engineer Pregitzer explained that several items are currently under development and will be brought back to the City Council during the first part of 2016. Staff will continue to develop the construction plans and draft Cross-Access Easement Agreements for those properties on the east side of South Duff Avenue. Staff is anticipating receipt of funding agreements in the January to February 2016 time frame for the TSIP and U-STEP funds from the Iowa DOT. This would put the project on track for an early spring letting with a completion date during Fall 2016.

Mr. Pregitzer noted that staff had been in contact with the local businesses prior to the April 2015 meeting. After that meeting, it was the consensus of the majority of the landowners that they did not desire to attend ongoing project meetings until the City could get a firm response from Walmart regarding its involvement in the project. Since the City has now made significant progress with Walmart, staff will be sending out a project update for the local businesses' feedback and suggestions; that feedback will be included in the next project report to City Council.

Council Member Goodman said that he would like to have an easement available behind the properties to provide for an access road on the west side.

Courtney Schultz, 3101 Ingersoll Avenue, Des Moines, attorney representing the property owner at 806 South Duff (Boston Commons) reiterated the concerns about the remaining steps, i.e., access easements from Walmart and U-Haul. She believes that there is still a lot of work to be done. Ms. Schultz also inquired if there was a plan for moving forward if the property owners are not willing to grant easements. Mr. Pregitzer advised that if that fails, the whole project fails. It was also asked by Ms. Schultz if the median breaks are to be used exclusively by trucks or would traffic from the south be able to access those. Mr. Pregitzer stated that in his conversations with the Iowa DOT, it was very clear that the median breaks would be for trucks only. All the current access points that are there currently will remain; none will be removed.

James Howe, 912 Clark Avenue, Ames, owner of Howe's Welding, 811 S. Duff Avenue, said he thought there would be cross easements on both sides. He is concerned about how a trailer is going to get back into Ames if it has to turn right into his property and turn right out of his property. Those customers would have to drive down to the K-Mart parking lot to turn around and come back into Ames.

Mr. Pregitzer stated that the first thing is to determine if this design is acceptable to the Iowa DOT. He stated that the City needs to have a conversation with the Iowa DOT about trailers or other vehicles other than passenger vehicles being able to turn around and come back into Ames after they leave Howe's Welding.

Donald Schumann, 3209 Jewel Circle, Ames, said that he and his wife have lived in Ames since 1968 in the same house, which is one mile southeast of Lowe's. He said that he had attended many Council meetings throughout the years; those meetings had always started at 7:00 p.m. Mr. Schumann just learned that this meeting was starting at 6 p.m. He asked when the meetings' start time changed from 7 p.m. Mayor Campbell advised that the meeting time changed to 6 p.m. last May. Pertaining to the issue in question, Mr. Schumann stated that something definitely needs to be done on South Duff. The project needs to be done, but the City should pursue creating an access road on the back side of South Duff. To not do that would effectively cut off customers' access to Howe's Welding. If that was how it was going to be, it would put Mr. Howe out of business, and Mr. Howe should be compensated for that.

**EVALUATION OF PEDESTRIAN AND TRAFFIC SAFETY AROUND CRESCENT PARK IN SOMERSET AREA:** Traffic Engineer Pregitzer advised that a letter from the Somerset Homeowners Association requesting that staff look into improving pedestrian crossing safety at the intersection of Stange and Northridge Parkway had been referred to staff by the City Council. In looking at the situation, staff also included Aspen Road as it has similar issues. Mr. Pregitzer reported that staff had attended the annual meeting of the Somerset Association to discuss the process. The general consensus at that meeting was that the east-west crosswalks needed to be marked and that, depending on the time of day, there are factors that cause traffic safety issues for those intersections adjacent to Crescent Park.

Mr. Pregitzer explained that data was collected during the month of September 2015, while ISU was still in session and when there was a period of warm weather when high pedestrian and bicycling activity would have been occurring. The data indicated that there were higher-than-typical pedestrian

volumes in the area of Crescent Park. They also showed that there are as high as 40+ pedestrians/hour at its peak, with an average of approximately ten pedestrians/hour. The main purpose of vehicles traveling on Stange Road appears to be commuter traffic with the focus on moving through the area as efficiently as possible. Those factors supported the request to install marked crosswalks at Northridge Parkway and Aspen Road intersections. City staff then installed high-visibility pavement markings as well as advance warning signs at each respective crossing. Staff has now conducted several field studies to observe how the signs and markings are performing. It appears that there is a significant improvement in drivers' willingness to yield to pedestrians. The improvements also seem to help show pedestrians where they should be walking through the intersection.

Traffic Engineer Pregitzer also stated that the data collected provided turning movement counts for both intersections that enabled staff to evaluate traffic control warrants. Currently, both intersections are two-way stop controlled, which stops east-west traffic at each respective intersection. Mr. Pregitzer reported that neither of the two intersections warrant an all-way stop or traffic signal at this time.

According to Mr. Pregitzer, another area of concern is related to the speed of traffic entering the Crescent Park area. Many comments from neighborhood residents described poor compliance with the posted 25-mph speed zone. Data were also collected to determine the current speed distributions of the traffic, both entering and exiting through the area. The data showed that there is relatively good compliance with the posted speed limit of the vehicles entering Crescent Park area. However, the data do indicate that speeds pick up slightly as vehicles leave the area. Mr. Pregitzer summarized the amount of traffic that is exceeding the posted speed limit by 10 mph or more. According to Mr. Pregitzer, it had been suggested by members of the Homeowners' Association that the City consider installing dynamic feedback signs similar to those used along North Duff Avenue in the Historic Old Town District. Traffic Engineer Pregitzer noted that those treatments appear to make significant improvement along arterial streets where physical improvements cannot be installed.

Mr. Pregitzer provided the crash history from 2005 - 2015 for the intersections in question as well as for the area around Crescent Park. In general, the crash history did not indicate any significant pattern or type of crash that could be mitigated by any particular engineering solution that maintains the intersections as full-access.

After reviewing the past traffic study that had been presented to the City Council on December 12, 2006, it appears that there has been a 5% increase in operating speeds along Stange Road. It was also determined that there had been a 40% increase in traffic over the last ten years (approximately 3.4% annual growth rate). The 2040 Long-Range Transportation Plan documented that Ames experiences an overall annual growth of 0.8%. Therefore, this area of Ames has seen significant growth, which is mainly due to the fact that the remaining vacant properties in Somerset have now been in-filled with new businesses.

Mr. Pregitzer advised that staff is recommending that a pair of dynamic feedback signs be installed around the Crescent Park of Stange Road. The cost of those devices would total \$10,000 and could be implemented in the short term to improve safety and operations for all users. If the operations or safety needs become significantly worse in the future, staff would recommend a larger study be performed.

Council Member Corrieri pointed out that visibility is impaired on the street where the Mainstream Living house is located. She would be in favor of not allowing parking in the four or five spaces along

that street prior to the intersection with Stange.

Moved by Goodman, seconded by Betcher, to direct staff to purchase a pair of dynamic feedback signs to be installed around the Crescent Park of Stange Road, with the funding coming from the Road Use Tax Fund.

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

**IOWA STATE UNIVERSITY RESEARCH PARK, PHASE III, WINTER PEDESTRIAN AND BICYCLE ACCOMMODATIONS:** Civil Engineer Cowles recalled that on December 5, 2015, Trevin Ward of the Ames Bicycle Coalition (ABC) sent an email to the Mayor and City Council with concerns regarding pedestrian and bicycle access through the project site over the upcoming winter. The ABC requested a response to the City not being able to install all of the sidewalks and shared use paths during the 2015 construction season. Mr. Cowles explained that the project plan calls for shared use paths to be installed throughout the roundabout at the intersection of University Boulevard and Airport Road. Unfortunately, with wet weather in the fall and the additional wet early winter and inconsistent temperatures, the ability to install the shared use paths while staying within the specification limits has been hampered. Staff met with the project team, including the contractors, to determine the best solution to get the project into an operable state for winter. The contractor stated that the shared use paths could be installed, but would not be able to meet the specification limits since the sub-grade is too soft in the winter to meet the proper compaction standards. This option would only be offered under the condition that the City waive the contract warranty requirements for the work. Staff did not move forward with this offer, not wanting to jeopardize the warranty terms and potentially force the City to bear the costs to repair deficient work. The project team discussed installing a temporary rock path, but thought it best to maintain the pedestrian/bicycle detour over the winter months. The remaining items regarding this project will be completed in the spring when weather permits. Items of work to be completed in the spring include: the construction of the shared use paths, removal of the temporary pavement in the north roundabout, installation of the truck apron, finalization of the northbound connection on the southeast corner of the University and Airport roundabout, installation of the shared use path/sidewalk connections at the southern two roundabouts, construction of the parking areas around the HUB building, and completion of the final grading and restoration.

Mr. Cowles advised that the Public Works Operations Division Manager and the City Risk Manager were consulted regarding the installation and maintenance of a temporary gravel or rock surface. This approach raised serious concerns regarding the ability of the City to perform adequate winter maintenance and to continually provide an ADA-compliant, all-weather route. The ability to remove snow and ice becomes an ongoing challenge because each time a broom or blade removes snow, it will also remove rock. This option will require additional surfacing to be placed after each event. Additionally, ice control cannot be adequately maintained on a gravel or rock surface. Staff believes that the best option would be to maintain the signed official detour over the winter and to add additional signage and fencing around the project area to help ensure that bikes and pedestrians don't access the area. The staff understands that people enter closed work areas, but if all signs and fences are maintained properly, they would be entering at their own risk, and thus, reducing or eliminating the liability to the City.

According to Mr. Cowles, the contractor has installed additional safety fence and sidewalk closed signs, at additional project cost, on the northwest, southwest, and southeast legs of the roundabout as well as on the north side of Airport Road east of University Boulevard. The existing pedestrian detour

begins at Green Hills Drive to Christofferson Park, through the Wessex path to the current CyRide stop and crossing to Workiva. Mr. Cowles reported that staff has recommended that this route be maintained over the winter. Bicycles may also utilize this route if they choose. In addition, depending on the comfort level of riding in traffic, bicycles may also utilize University Boulevard for access, but will be required to function as a vehicle through the area, just as any other street.

Council Member Goodman stated that what staff has proposed is not acceptable. He believes that this area has to be accessible by pedestrians as well.

Trevin Ward, 1012 Grand Avenue, Ames, said that he went to a City feedback session last evening. To get there, he had to take CyRide. Because he was running a few minutes late, he had to reach the CyRide stop on the north side of University Boulevard. Mr. Ward said his reason for telling this was to point out that people are going to navigate this area, and the current situation is just not safe. Vehicular speed must be reduced. Vehicles in Ames do not stop for pedestrians. Traffic-calming devices or anything that effectively reduces speed would be acceptable. At the request of Council Member Gartin, Mr. Ward said he would defer to staff for a recommendation as to what would be a better speed limit for vehicles.

Council Member Gartin asked how many pedestrians travel this route. Traffic Engineer Pregitzer said that he has that number because staff had done traffic counts. He has the number on his computer, but not with him at this meeting.

Council Member Goodman raised the possibility of creating a protected pedestrian path on the northwest and southwest, across the east side between the northwest and southwest, the piece across University Boulevard, and on the southeast side of the roundabout.

Moved by Goodman, seconded by Gartin, to complete all of the bike paths at some level with some type of material at staff's choice, to solve this problem as quickly as possible.

City Manager Schainker pointed out that this would probably necessitate a Change Order for this project, which would require a Special City Council meeting to approve. The material would need to be removed once work begins again on the bike paths in the spring.

Council Member Betcher pointed out that the roundabout is not yet complete; it is still a work zone. At her inquiry, Mr. Cowles said he would not advise that stop signs be installed.

Council Member Nelson asked if there was any reason not to complete the bottom portion of the bike path section from the island between University Boulevard. Mr. Cowles said he believed it could be done at an incremental small cost.

It was also noted by Mr. Nelson that if the contractor can't get to the temporary paths by the first or second week in February, he might not be in favor of doing it. Likewise, if the cost is too prohibitive, he might not be in favor of it. Mr. Schainker told the Council that staff would get the information on costs and timing as soon as possible.

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

**CAMPUSTOWN FACADE GRANT PROGRAM:** Planning and Housing Director Kelly Diekmann reminded the Council that, at its November 24, 2015, meeting, staff had reviewed some of the eligibility requirements to get direction on a few of the Program details regarding the total grant funding available per project, the number of grants per grant application cycle, and the allowance for a grant request for a second commercial facade or a second-floor residential facade. At that meeting, the Council had directed staff to get input from Campustown Action Association (CAA) regarding its desires for the Program. The CAA Board met and indicated its support of awarding up to two grants to one property in a grant cycle, when it is a corner property or where there are multiple individual tenant store fronts. It did not, however, believe that longer facades alone warranted additional grants. The CAA also noted its support of grant funds being used for second-floor facade areas for both commercial and residential facades.

Director Diekmann summarized the key components of what the Campustown Facade Program would include. He noted that the administrative documents for the Program had been provided to the Council members as part of the Council Action Form. If the Council believes that the eligibility documents and the “Idea Book” approach meet the intent and purpose of the Facade Program, the Campustown Grant Program should be approved. Staff would then initiate the application process for a new round of Facade Grant applications this winter. Mr. Diekmann noted that the Council had budgeted \$50,000 in the FY 2015-16 Budget for this Program.

Moved by Goodman, seconded by Corrieri, to approve Alternative 1 and accept the Campustown Facade Program, which includes the most recent feedback from the CAA, and direct staff to initiate the Program starting in January 2016.

Ryan Jeffrey, President of the CAA Board, thanked the Council for its support of a Facade Grant Program in Campustown.

**HEARING ON VOLUNTARY ANNEXATION OF 896 SOUTH 500<sup>TH</sup> AVENUE:** Mayor Campbell opened the public hearing. No one requested to speak, and the hearing was closed.

Moved by Goodman, seconded by Corrieri, to adopt RESOLUTION NO. 15-752 approving the Voluntary Annexation of property generally located at 896 South 500<sup>th</sup> Avenue.

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

**HEARING ON AMES/ISU ICE ARENA - 2015 EVAPORATIVE CONDENSER REPLACEMENT:** Mayor Campbell announced that staff has revised the amount of the contract to be \$115,700, not \$120,200.

The Mayor opened the public hearing and closed same after no one came forward to speak.

Moved by Corrieri, seconded by Goodman, to adopt RESOLUTION NO. 15-753 approving final plans and specifications and awarding contract to A.J. Allen Mechanical Contractors, Inc., of Des Moines, Iowa, in the amount of \$115,700

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

**ORDINANCE SETTING PARKING REGULATIONS FOR NEW AND/OR EXTENDED STREETS:** Moved by Goodman, seconded by Corrieri, to pass on second reading an ordinance setting parking regulations for new (Aberdeen Drive, Aldrin Avenue, Allerton Drive, Bellflower Drive, Brighton Circle, and Cartier Avenue) and/or extended streets (Coy Street, Dotson Drive).  
Vote on Motion: 6-0. Motion declared carried unanimously.

**ORDINANCE REVISING CHAPTER 23 PERTAINING TO BICYCLE PLANS AND BIKEWAYS:** Moved by Goodman, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4237 revising Chapter 23 pertaining to Bicycle Plans and Bikeways.  
Roll Call Vote: 6-0. Ordinance declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**ORDINANCE REZONING PROPERTY AT 205 SOUTH WILMOTH AVENUE:** Moved by Goodman, seconded by Corrieri, to pass on third reading and adopt ORDINANCE NO. 4238 rezoning property at 205 South Wilmoth Avenue from Residential Low Density (RL) to Residential High Density (RH).  
Roll Call Vote: 6-0. Ordinance declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**ORDINANCE REZONING PROPERTY AT 101, 105, AND 107 SOUTH WILMOTH AVENUE:** Moved by Betcher, seconded by Goodman, to pass on third reading and adopt ORDINANCE NO. 4239 rezoning property at 101, 105, and 107 South Wilmoth Avenue from Residential High Density (RH) with University West Impact Overlay to Residential High Density (RH).  
Roll Call Vote: 6-0. Ordinance declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**ORDINANCE ESTABLISHING SOUTH WILMOTH AVENUE URBAN REVITALIZATION AREA:** Moved by Goodman, seconded by Corrieri, to pass on third reading and adopt ORDINANCE NO. 4240 establishing South Wilmoth Avenue Urban Revitalization Area.  
Roll Call Vote: 6-0. Ordinance declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**ORDINANCE REZONING PROPERTY AT 516 SOUTH 17<sup>TH</sup> STREET:** Moved by Goodman, seconded by Corrieri, to pass on third reading and adopt ORDINANCE NO. 4241 rezoning property at 516 South 17<sup>th</sup> Street from Highway-Oriented Commercial (HOC) to Residential High Density (RH).  
Roll Call Vote: 6-0. Ordinance declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**COUNCIL COMMENTS:** Moved by Goodman, seconded by Corrieri, to reach out to faith communities and human service agencies to gauge interest in collaborating and achieving the goal of accepting refugees.

Council Member Goodman advised that he wanted to ensure that staff was prepared if and when the City was asked to help.

Council Member Gartin said that he would be supporting the motion because it is emblematic of what Ames is as a community.

Mayor Campbell asked what role the City government would be expected to play. Council Member Goodman asked City staff to gauge interest and capacity. City Manager Schainker asked Mr. Goodman if he meant that staff would be expected to see what the agencies can do. Mr. Goodman replied in the affirmative.

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

Moved by Nelson, seconded by Orazem, to refer to staff for a memo the request from John Lott for a text amendment that would allow for an exception of the Floor Area Ratio and Height Requirements in the Downtown Service Center Zoning District for all religious institutions.

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

Moved by Gartin, seconded by Betcher, to direct staff to put the letter from Herbert and Katherine Fromm dated December 12, 2015, on a future agenda.

Mr. Gartin clarified that the letter requested that the City agree to maintain the drainage ditch on the Fromm Property in exchange for an easement.

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

Moved by Gartin, seconded by Betcher, to direct staff to put the staff report regarding Brent Haverkamp's request that the City consider participation in the Iowa Housing Tax Credit Program on a future agenda.

Council Member Goodman encouraged the other Council members to work towards getting as much as possible from developers for the citizens; in other words, leverage as much as they can before it grants incentives.

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

City Attorney Parks updated the Council regarding the Settlement Agreement with Breckenridge. She stated that the sales transaction was completed for the Middle Parcel. Ordinances passed on third readings and were adopted at this meeting rezoning the parcels on Wilmoth and creating the South Wilmoth URA. Breckenridge now has five days to dismiss its lawsuit.

**ADJOURNMENT:** Moved by Goodman to adjourn the meeting at 8:39 p.m.

---

Diane R. Voss, City Clerk

---

Ann H. Campbell, Mayor



## REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 <sup>st</sup> – 15 <sup>th</sup>
	<input checked="" type="checkbox"/>	16 <sup>th</sup> – End of Month
Month & Year:	December 2015	
For City Council Date:	January 12, 2016	

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	Power Plant Fuel Conversion - Mechanical Installation General Work Contract	7	\$1,572,019.00	TEI Construction Services, Inc.	\$373,408.52	\$3,032.16	D. Kom	CB
Electric Services	Engineering Services for Return to Service Repair of GT1 Combustion Turbine	1	\$188,000.00	Black & Veatch Corporation	\$0.00	\$18,000.00	D. Kom	CB
Electric Services	Repair/Replacement of Expansion Joints on Unit 8	1	\$680,328.00	Frenzelit North America Inc	\$0.00	\$19,173.00	D. Kom	CB
Electric Services	Specialized Heavy Duty Cleaning Services Contract for Power Plant Boilers	1	\$175,000.00	Bodine Services of Clinton LLC	\$0.00	\$34,999.00	B. Kindred	CB
Electric Services	Specialized Wet Dry Vacuum, Hydro Blast, and Related Cleaning Services Contract for Power Plant	1	\$68,000.00	Bodine Services of Clinton LLC	\$0.00	\$13,599.00	B. Kindred	CB
Electric Services	Cooling Tower Replacement	2	\$2,810,000.00	EvapTech, Inc.	\$99,971.00	\$20,000.00	D. Kom	CB

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)
Public Works	2014/15 Downtown Street Pavement Improvements (5 <sup>th</sup> Street)	1	\$1,206,258.00	Con-Struct	\$0.00	\$2,365.00	J. Joiner	MA
Water & Pollution Control	WPCF Screw Pump Repainting and Drive Replacement	1	\$276,700.00	Woodruff Construction LLC	\$0.00	\$2,200.00	N. Weiss	MA
Public Works	2015/15 Right-of-Way Restoration Program	1	\$160,440.00	Minor Hardscape & Landscape	\$0.00	\$4,175.00	J. Joiner	MA
Public Works	2015/15 Concrete Pavement Improvements #2 (Ridgewood, Park Way & 9 <sup>th</sup> Street)	1	\$1,264,261.00	Keller Excavating	\$0.00	\$-(20,476.28)	J. Joiner	MA
Electric Services	Engineering for Bottom Ash Collection System to Comply with U.S. EPA's "Coal Combustion Residuals" Standard	2	\$45,000.00	Lutz, Daily & Brain, LLC	\$69,000.00	\$10,673.00	D. Kom	CB
Electric Services	GT1 Combustion Turbine - Generator Preaction Sprinkler System, Carbon Dioxide System and Fire Alarm Upgrade	3	\$145,200.00	Associated Fire Protection	\$7,130.00	\$4,238.00	D. Kom	CB
Fleet Services	Ames City Hall Renovation - Phase 2	5	\$829,900.00	HPC, LLC	\$3,062.00	\$-(155.00)	B. Kindred	MA
Water & Pollution Control	WPCF Raw Water Pump Station Elbow Replacement	1	\$35,000.00	Eriksen Construction Co., Inc.	\$0.00	\$0.00	J. Dunn	MA

*Caring People  
Quality Programs  
Exceptional Service*

---

4a-g

**TO:** Mayor Ann Campbell and Ames City Council Members

**FROM:** Lieutenant Jeff Brinkley – Ames Police Department

**DATE:** December 20, 2015

**SUBJECT:** Beer Permits & Liquor License Renewal Reference City Council Agenda  
January 12, 2016

The Council agenda for January 12, 2016, includes beer permits and liquor license renewals for:

- Class C Liquor & Outdoor Service – Oddfellows, 823 Wheeler St
- Class C Beer & B Native Wine – Casey's General Store #2560, 3020 S Duff Ave
- Special Class C Liquor – Vesuvius Wood-Fired Pizza, 1620 S Kellogg Ave
- Class A Liquor – American Legion Post #37, 225 Main St
- Class C Liquor & Outdoor Service – Chipotle Mexican Grill, 435 S Duff Ave #102
- Class C Liquor – Café Beau, 2504 Lincoln Way
- Class C Liquor – Hy-Vee Market Place, 3800 Lincoln Way

A routine check of police records for the past twelve months found no violations for Oddfellows, Casey's #2560, Vesuvius, American Legion Post #37, Chipotle, or Hy-Vee Market Place. The police department would recommend renewal of these licenses.

#### Violation

Café Beau was cited for selling alcohol to minors during a police compliance check on December 16, 2015. The citation is still pending. We will monitor compliance and conduct a follow-up compliance check.

<b>Name of Applicant:</b> <u>LJPS Inc.</u>		
<b>Name of Business (DBA):</b> <u>Olde Main Brewing Company</u>		
<b>Address of Premises:</b> <u>2321 North Loop Drive</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50010</u>
<b>Business</b>	<u>(515) 232-0553</u>	
<b>Mailing</b>	<u>PO Box 1928</u>	
<b>City</b> <u>Ames</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50010</u>

**Contact Person**

<b>Name</b> <u>Matt Sinnwell</u>	
<b>Phone:</b> <u>(505) 400-5981</u>	<b>Email</b> <u>mattombc@gmail.com</u>

**Classification** Class C Liquor License (LC) (Commercial)**Term:**5 days**Effective Date:** 01/14/2016**Expiration Date:** 01/01/1900**Privileges:**Class C Liquor License (LC) (Commercial)**Status of Business**

<b>BusinessType:</b> <u>Privately Held Corporation</u>	
<b>Corporate ID Number:</b> <u>286196</u>	<b>Federal Employer ID</b> <u>77-0613629</u>

**Ownership****Scott Griffen**

<b>First Name:</b> <u>Scott</u>	<b>Last Name:</b> <u>Griffen</u>	
<b>City:</b> <u>Ames</u>	<b>State:</b> <u>Iowa</u>	<b>Zip:</b> <u>50010</u>
<b>Position:</b> <u>Owner</u>		
<b>% of Ownership:</b> <u>50.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Daniel Griffen**

<b>First Name:</b> <u>Daniel</u>	<b>Last Name:</b> <u>Griffen</u>	
<b>City:</b> <u>Potomac</u>	<b>State:</b> <u>Maryland</u>	<b>Zip:</b> <u>24854</u>
<b>Position:</b> <u>Owner</u>		
<b>% of Ownership:</b> <u>25.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Susan Griffen**

<b>First Name:</b> <u>Susan</u>	<b>Last Name:</b> <u>Griffen</u>	
<b>City:</b> <u>Potomac</u>	<b>State:</b> <u>Maryland</u>	<b>Zip:</b> <u>24854</u>
<b>Position:</b> <u>Owner</u>		
<b>% of Ownership:</b> <u>25.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Insurance Company Information**

<b>Insurance Company:</b> <u>Founders Insurance Company</u>	
<b>Policy Effective Date:</b>	<b>Policy Expiration</b>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>

<b>Name of Applicant:</b> <u>LJPS Inc.</u>		
<b>Name of Business (DBA):</b> <u>Olde Main Brewing Company</u>		
<b>Address of Premises:</b> <u>Hansen Ag Student Learning Center</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50014</u>
<b>Business</b> <u>(515) 232-0553</u>		
<b>Mailing</b> <u>PO Box 1928</u>		
<b>City</b> <u>Ames</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50010</u>

**Contact Person**

<b>Name</b> <u>Matt Sinnwell</u>	
<b>Phone:</b> <u>(505) 400-5981</u>	<b>Email</b> <u>mattombc@gmail.com</u>

**Classification** Special Class C Liquor License (BW) (Beer/Wine)**Term:**5 days**Effective Date:** 01/13/2016**Expiration Date:** 01/01/1900**Privileges:**Special Class C Liquor License (BW) (Beer/Wine)**Status of Business**

<b>BusinessType:</b> <u>Privately Held Corporation</u>	
<b>Corporate ID Number:</b> <u>286196</u>	<b>Federal Employer ID</b> <u>77-0613629</u>

**Ownership****Scott Griffen**

<b>First Name:</b> <u>Scott</u>	<b>Last Name:</b> <u>Griffen</u>	
<b>City:</b> <u>Ames</u>	<b>State:</b> <u>Iowa</u>	<b>Zip:</b> <u>50010</u>
<b>Position:</b> <u>Owner</u>		
<b>% of Ownership:</b> <u>50.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Daniel Griffen**

<b>First Name:</b> <u>Daniel</u>	<b>Last Name:</b> <u>Griffen</u>	
<b>City:</b> <u>Potomac</u>	<b>State:</b> <u>Maryland</u>	<b>Zip:</b> <u>24854</u>
<b>Position:</b> <u>Owner</u>		
<b>% of Ownership:</b> <u>25.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Susan Griffen**

<b>First Name:</b> <u>Susan</u>	<b>Last Name:</b> <u>Griffen</u>	
<b>City:</b> <u>Potomac</u>	<b>State:</b> <u>Maryland</u>	<b>Zip:</b> <u>24854</u>
<b>Position:</b> <u>Owner</u>		
<b>% of Ownership:</b> <u>25.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

## Insurance Company Information

**Insurance Company:** Scottsdale Insurance Company

**Policy Effective Date:** 01/13/2016

**Policy Expiration** 01/18/2016

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

<b>Name of Applicant:</b> <u>Christiani's Events LLC</u>		
<b>Name of Business (DBA):</b> <u>Christiani's Events</u>		
<b>Address of Premises:</b> <u>420 Beeh Avenue</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50011</u>
<b>Business</b> <u>(515) 287-3169</u>		
<b>Mailing</b> <u>1150 E. Diehl</u>		
<b>City</b> <u>Des Moines</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50315</u>

**Contact Person**

<b>Name</b> <u>Peter</u>	
<b>Phone:</b> <u>(515) 287-3169</u>	<b>Email</b> <u>peter@christianicatering.com</u>

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

**Term:**5 days

**Effective Date:** 01/29/2016

**Expiration Date:** 01/01/1900

**Privileges:**

Class C Liquor License (LC) (Commercial)

**Status of Business**

<b>BusinessType:</b> <u>Limited Liability Company</u>	
<b>Corporate ID Number:</b> <u>0</u>	<b>Federal Employer ID</b>

**Ownership**

**Carol Christiani**

<b>First Name:</b> <u>Carol</u>	<b>Last Name:</b> <u>Christiani</u>	
<b>City:</b> <u>Des Moines</u>	<b>State:</b> <u>Iowa</u>	<b>Zip:</b> <u>50321</u>
<b>Position:</b> <u>member</u>		
<b>% of Ownership:</b> <u>100.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Insurance Company Information**

<b>Insurance Company:</b> <u>Founders Insurance Company</u>	
<b>Policy Effective Date:</b>	<b>Policy Expiration</b>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>

**Name of Applicant:** 1 Night Stand Iowa LL  
**Name of Business (DBA):** 1 Night Stand  
**Address of Premises:** 124 Welch  
**City** Ames **County:** Story **Zip:** 50014  
**Business** (515) 473-5180  
**Mailing** 2117 39th  
**City** Des Moines **State** IA **Zip:** 50310

**Contact Person**

**Name** Jerrad Atkin  
**Phone:** (515) 473-5180 **Email** onestandames@gmail.com

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

**Term:**12 months

**Effective Date:** 01/12/2016

**Expiration Date:** 01/01/1900

**Privileges:**

Class C Liquor License (LC) (Commercial)

**Status of Business**

**BusinessType:** Limited Liability Company  
**Corporate ID Number:** 0 **Federal Employer ID**

**Ownership**

**Jerrad Atkin**

**First Name:** Jerrad **Last Name:** Atkin  
**City:** Des Moines **State:** Iowa **Zip:** 50310  
**Position:** member  
**% of Ownership:** 100.00% **U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Founders Insurance Company  
**Policy Effective Date:** **Policy Expiration**  
**Bond Effective** **Dram Cancel Date:**  
**Outdoor Service Effective** **Outdoor Service Expiration**  
**Temp Transfer Effective** **Temp Transfer Expiration Date:**

**COUNCIL ACTION FORM**

**SUBJECT:** ENCROACHMENT PERMIT FOR A SIGN AT 220 MAIN STREET

**BACKGROUND:**

The owner of the building at 220 Main Street, Ames Silversmithing, has requested an encroachment permit for a new sign which will encroach over the City sidewalk.

The proposed sign will be fixed to the front of the building. The sign will extend not more than five feet over the sidewalk, and will not infringe upon the use of the sidewalk by the public.

The requirements of Section 22.3 of the *Municipal Code* have been met with the submittal of a hold-harmless agreement signed by the property owner and the applicant, and a certificate of liability insurance coverage which protects the City in case of an accident. The fee for this permit was calculated at \$25, and the full amount has been received by the City Clerk's Office.

**ALTERNATIVES:**

1. Approve the request.
2. Deny the request.

**MANAGER'S RECOMMENDED ACTION:**

It is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby granting the encroachment permit for this sign.

**PROOF**

ATTENTION! It is your responsibility to read and check this proof carefully and thoroughly. By approving this proof, you are accepting all responsibility for undetected errors. Changes made to the proof may result in delays and additional costs. If proof is not approved within 30 days, the customer may be charged for creative time. This design is the sole property of Sign Pro. Any duplication in whole or in part without the express written consent of Sign Pro is strictly prohibited.

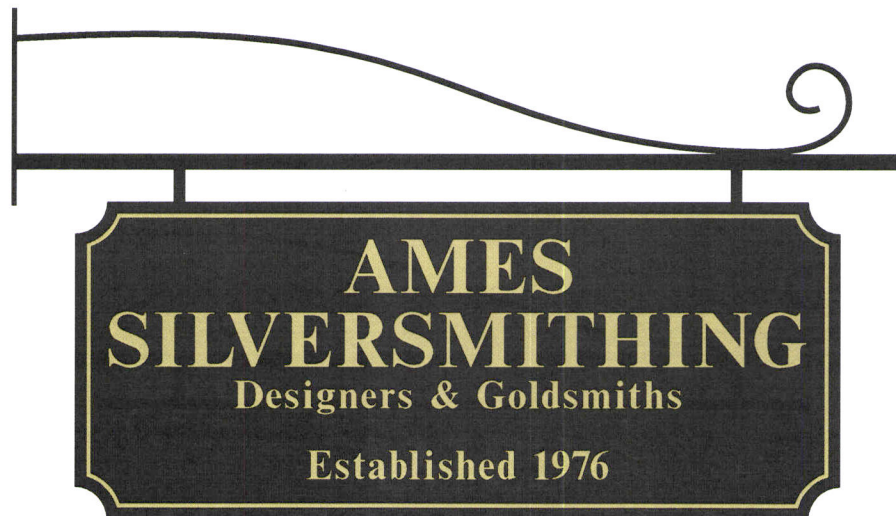
Order Date:  
6/11/2015

Customer:  
Ames  
Silversmithing

Ordered by:

Job #:  
15739

Due Date:

**JOB NOTES**

Qty: 2 faces  
10"x36" 1" thick Routed Foam Signs  
Slate background w/recessed letters & border painted Gold  
2 sided  
Installed w/Slate Scroll Bracket



619 S. 4th Street  
Ames, Iowa 50010  
515-232-4500 • SignProAmes.com

PAGE 1/1

DESIGN: 25 Min  
PRODUCTION:  
INSTALL:  
CUSTOMER CALLED:

# AMES SILVERSMITHING

AMES  
SILVERSMITHING  
Designers & Goldsmiths  
Established 1976



**RESOLUTION NO. \_\_\_\_\_****RESOLUTION APPROVING AND ADOPTING  
SUPPLEMENT NO. 2016-1 TO THE AMES MUNICIPAL CODE**

BE IT RESOLVED, by the City Council for the City of Ames, Iowa, that in accordance with the provisions of Section 380.8 Code of Iowa, a compilation of ordinances and amendments enacted subsequent to the adoption of the Ames Municipal Code shall be and the same is hereby approved and adopted, under date of January 1, 2016, as Supplement No. 2016-1 to the Ames Municipal Code.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Ann H. Campbell, Mayor

Attest:

\_\_\_\_\_  
Diane R. Voss, City Clerk



# MEMO

To: Mayor and City Council

From: Roger Wisecup, CPA  
City Treasurer

Date: January 6, 2015

Subject: Investment Report for Quarter Ending December 31, 2015

## 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 December 31, 2015.

## Discussion

This report covers the period ending December 31, 2015 and presents a summary of the investments on hand at the end of December 2015. 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 raised its target rate for federal funds from 0 - 0.25 percent to 0.25 - 0.50 percent in December. While rates remain low, future investments can be made at slightly higher interest rates and future interest income should increase. The current outlook has the Federal Reserve raising the target rate up to four times by the end of 2016. We will continue to evaluate our current investment strategy, remaining flexible to future investments should the Federal Reserve continue to raise the target rate.

**CITY OF AMES, IOWA**

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

**FOR THE QUARTER ENDED DECEMBER 31, 2015  
AND THE ACCUMULATED YEAR-TO-DATE**

<b>DESCRIPTION</b>	<b>BOOK VALUE</b>	<b>MARKET VALUE</b>	<b>UN-REALIZED GAIN/(LOSS)</b>
<b>CERTIFICATES OF DEPOSIT</b>			<b>0</b>
<b>FEDERAL AGENCY DISCOUNTS</b>	<b>6,823,140</b>	<b>6,901,860</b>	<b>78,720</b>
<b>FEDERAL AGENCY SECURITIES</b>	<b>90,039,551</b>	<b>89,717,316</b>	<b>(322,235)</b>
<b>COMMERCIAL PAPER</b>	<b>7,486,010</b>	<b>7,485,010</b>	<b>(1,000)</b>
<b>INVESTMENT POOLS</b>			<b>0</b>
<b>PASS THRU SECURITIES PAC/CMO</b>			<b>0</b>
<b>MONEY FUND SAVINGS ACCOUNTS</b>	<b>7,367,642</b>	<b>7,367,642</b>	<b>0</b>
<b>PASSBOOK/CHECKING ACCOUNTS</b>	<b>4,024,789</b>	<b>4,024,789</b>	<b>0</b>
<b>US TREASURY SECURITIES</b>	<b>7,944,521</b>	<b>7,944,620</b>	<b>99</b>
<b>INVESTMENTS</b>	<b>123,685,653</b>	<b>123,441,238</b>	<b>(244,415)</b>
<b>CASH ACCOUNTS</b>	<b>21,612,025</b>	<b>21,612,025</b>	
<b>TOTAL FUNDS AVAILABLE</b>	<b>145,297,678</b>	<b>145,053,263</b>	<b>(244,415)</b>

**ACCRUAL BASIS INVESTMENT EARNINGS**

**YR-TO-DATE**

**GROSS EARNINGS ON INVESTMENTS:**

**437,619**

**INTEREST EARNED ON CASH:**

**23,063**

**TOTAL INTEREST EARNED:**

**460,681**



**Investments FY 2015-2016  
Portfolio Management  
Portfolio Summary  
December 31, 2015**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market	7,367,642.18	7,367,642.18	7,367,642.18	5.96	1	1	0.367	0.372
Passbook/Checking Accounts	4,024,789.10	4,024,789.10	4,024,789.10	3.25	1	1	0.247	0.250
Commercial Paper Disc. -Amortizing	7,500,000.00	7,485,010.00	7,486,010.06	6.05	191	114	0.558	0.565
Federal Agency Coupon Securities	89,813,000.00	89,717,316.34	90,039,550.95	72.80	1,122	644	0.870	0.882
Federal Agency Disc. -Amortizing	7,000,000.00	6,901,860.00	6,823,140.00	5.52	1,189	517	0.775	0.786
Treasury Coupon Securities	8,000,000.00	7,944,620.00	7,944,520.62	6.42	1,484	881	1.196	1.213
<b>Investments</b>	<b>123,705,431.28</b>	<b>123,441,237.62</b>	<b>123,685,652.91</b>	<b>100.00%</b>	<b>989</b>	<b>561</b>	<b>0.816</b>	<b>0.828</b>

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	79,163.43	437,618.53
Average Daily Balance	123,314,546.65	
Effective Rate of Return	0.76%	

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

Roger J. Wisecup II, CPA      1-6-16  
Roger J. Wisecup II, City Treasurer

**US TREASURY CONSTANT MATURITY RATES  
PERIOD ENDING DECEMBER 31, 2015  
3 YEAR COMPARISON**

	December 31, 2015	December 31, 2014	December 31, 2013
3 Months	0.16%	0.04%	0.07%
6 Months	0.49%	0.12%	0.10%
1 Year	0.65%	0.25%	0.13%
2 Years	1.06%	0.67%	0.38%
3 Years	1.31%	1.10%	0.78%
5 Years	1.76%	1.65%	1.75%

Reporting period 12/01/2015-12/31/2015

Run Date: 01/05/2016 - 11:15

Portfolio 2016  
AC  
PM (PRF\_PM1) 7.3.0  
Report Ver. 7.3.5

**Investments FY 2015-2016**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 31, 2015**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Money Market</b>												
SYS4531558874A	4531558874A	Great Western Bank			2,129,905.53	2,129,905.53	2,129,905.53	0.550	0.542	0.550	1	
SYS4531558874B	4531558874B	Great Western Bank			5,237,736.65	5,237,736.65	5,237,736.65	0.300	0.296	0.300	1	
<b>Subtotal and Average</b>			<b>7,367,097.31</b>		<b>7,367,642.18</b>	<b>7,367,642.18</b>	<b>7,367,642.18</b>		<b>0.367</b>	<b>0.372</b>	<b>1</b>	
<b>Passbook/Checking Accounts</b>												
SYS6952311634B	6952311634B	Wells Fargo			4,024,789.10	4,024,789.10	4,024,789.10	0.250	0.247	0.250	1	
<b>Subtotal and Average</b>			<b>4,024,645.05</b>		<b>4,024,789.10</b>	<b>4,024,789.10</b>	<b>4,024,789.10</b>		<b>0.247</b>	<b>0.250</b>	<b>1</b>	
<b>Commercial Paper Disc. -Amortizing</b>												
00280NFF2	0692-15	Abbey National LLC		09/23/2015	2,000,000.00	1,993,040.00	1,995,112.22	0.530	0.540	0.547	166	06/15/2016
55607KA63	0689-15	Macquarie Bank Limited		06/18/2015	1,500,000.00	1,499,910.00	1,499,927.08	0.350	0.357	0.361	5	01/06/2016
86563GE24	0711-15	Sumy Trust NY		12/31/2015	3,000,000.00	2,992,470.00	2,992,900.20	0.698	0.700	0.710	122	05/02/2016
90262CEX1	0702-15	UBS Financial		10/15/2015	1,000,000.00	999,590.00	998,070.56	0.460	0.469	0.475	151	05/31/2016
<b>Subtotal and Average</b>			<b>5,233,921.66</b>		<b>7,500,000.00</b>	<b>7,485,010.00</b>	<b>7,486,010.06</b>		<b>0.558</b>	<b>0.565</b>	<b>114</b>	
<b>Federal Agency Coupon Securities</b>												
3133EA4G0	0610-12	Federal Farm Credit		10/11/2012	1,000,000.00	996,700.00	1,000,000.00	0.700	0.690	0.700	466	04/11/2017
3133EA4H8	0614-12	Federal Farm Credit		10/19/2012	1,500,000.00	1,494,750.00	1,500,000.00	0.820	0.809	0.820	557	07/11/2017
3133EA4H8	0617-12	Federal Farm Credit		11/16/2012	890,000.00	886,885.00	890,000.00	0.820	0.809	0.820	557	07/11/2017
3133ECQT4	0636-13	Federal Farm Credit		05/30/2013	2,000,000.00	1,993,000.00	2,000,000.00	0.750	0.740	0.750	515	05/30/2017
3133ECQQ0	0672-14	Federal Farm Credit		10/21/2014	1,000,000.00	993,100.00	996,852.90	1.430	1.505	1.526	1,243	05/28/2019
3133ECP40	0694-15	Federal Farm Credit		09/23/2015	2,000,000.00	1,990,800.00	1,999,167.24	0.640	0.662	0.671	494	05/09/2017
3133EEJ43	0706-15	Federal Farm Credit		10/20/2015	1,000,000.00	994,900.00	1,001,396.42	0.650	0.539	0.546	493	05/08/2017
3133834R9	0665-14	Federal Home Loan Bank		07/15/2014	1,500,000.00	1,498,350.00	1,499,506.24	0.375	0.438	0.444	175	06/24/2016
3130A5FP9	0685-15	Federal Home Loan Bank		05/26/2015	3,000,000.00	2,997,000.00	2,999,395.83	0.250	0.296	0.300	146	05/26/2016
3130A5FL8	0690-15	Federal Home Loan Bank		06/24/2015	1,000,000.00	998,800.00	999,924.76	0.330	0.342	0.346	168	06/17/2016
313379FW4	0697-15	Federal Home Loan Bank		09/24/2015	765,000.00	765,000.00	768,318.36	1.000	0.687	0.696	525	06/09/2017
3130A3P40	0698-15	Federal Home Loan Bank		09/24/2015	400,000.00	399,747.50	401,706.95	0.875	0.711	0.721	549	07/03/2017
3130A5EP0	0700-15	Federal Home Loan Bank		10/02/2015	1,000,000.00	994,800.00	1,000,629.87	0.625	0.572	0.580	515	05/30/2017
3130A3J70	0707-15A	Federal Home Loan Bank		10/26/2015	1,000,000.00	998,900.00	1,002,288.11	0.625	0.363	0.368	327	11/23/2016
3130A3J70	0707-15B	Federal Home Loan Bank		10/26/2015	500,000.00	499,450.00	501,144.06	0.625	0.363	0.368	327	11/23/2016
3130A5EP0	0708-15	Federal Home Loan Bank		11/09/2015	3,000,000.00	2,984,400.00	2,993,331.28	0.625	0.773	0.783	515	05/30/2017
3133XFJF4	0709-15	Federal Home Loan Bank		11/25/2015	1,000,000.00	1,019,245.14	1,020,652.77	5.375	0.214	0.217	138	05/18/2016
3137EACT4	0612-12	Federal Home Loan Mortgage Co.		10/17/2012	4,500,000.00	4,534,200.00	4,535,937.90	2.500	0.503	0.510	147	05/27/2016
3134G33R9	0626-13	Federal Home Loan Mortgage Co.		03/20/2013	1,500,000.00	1,500,000.00	1,500,000.00	0.450	0.444	0.450	14	01/15/2016
3137EACT4	0664-14	Federal Home Loan Mortgage Co.		04/17/2014	3,500,000.00	3,526,600.00	3,528,781.92	2.500	0.454	0.460	147	05/27/2016

Portfolio 2016

AC

PM (PRF\_PM2) 7.3.0

**Investments FY 2015-2016**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 31, 2015**

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Coupon Securities</b>												
3137EADG1	0674-14	Federal Home Loan Mortgage Co.		10/21/2014	1,000,000.00	1,007,900.00	1,009,630.50	1.750	1.437	1.457	1,245	05/30/2019
3137EADG1	0679-15	Federal Home Loan Mortgage Co.		04/27/2015	3,000,000.00	3,023,700.00	3,049,560.49	1.750	1.235	1.252	1,245	05/30/2019
3137EACT4	0680-15	Federal Home Loan Mortgage Co.		04/30/2015	1,000,000.00	1,007,600.00	1,008,729.82	2.500	0.337	0.342	147	05/27/2016
3134G6XS7	0681-15	Federal Home Loan Mortgage Co.		05/18/2015	3,500,000.00	3,479,350.00	3,500,000.00	1.100	1.085	1.100	868	05/18/2018
3134G6WT6	0682-15	Federal Home Loan Mortgage Co.		05/21/2015	500,000.00	498,200.00	499,960.19	1.200	1.187	1.203	871	05/21/2018
3134G6WU3	0683-15	Federal Home Loan Mortgage Co.		05/21/2015	1,500,000.00	1,494,600.00	1,500,000.00	1.200	1.184	1.200	871	05/21/2018
3134G6C68	0684-15	Federal Home Loan Mortgage Co.		05/28/2015	3,000,000.00	2,996,100.00	3,000,000.00	1.600	1.578	1.600	1,243	05/28/2019
3134G6R88	0686-15	Federal Home Loan Mortgage Co.		05/26/2015	2,000,000.00	1,995,000.00	1,999,679.70	1.250	1.240	1.257	875	05/25/2018
3134G7C58	0695-15	Federal Home Loan Mortgage Co.		09/28/2015	2,000,000.00	1,990,800.00	1,999,564.58	0.800	0.801	0.813	636	09/28/2017
3134G7C58	0699-15	Federal Home Loan Mortgage Co.		09/28/2015	1,000,000.00	995,400.00	1,000,000.00	0.800	0.789	0.800	636	09/28/2017
3134G45W4	0703-15	Federal Home Loan Mortgage Co.		10/15/2015	4,200,000.00	4,175,220.00	4,216,335.69	1.000	0.825	0.836	879	05/29/2018
3134G6Y31	0704-15	Federal Home Loan Mortgage Co.		10/15/2015	1,270,000.00	1,263,777.00	1,275,836.60	1.150	0.942	0.956	875	05/25/2018
3137EADG1	0705-15	Federal Home Loan Mortgage Co.		10/15/2015	5,000,000.00	5,039,500.00	5,104,300.19	1.750	1.109	1.125	1,245	05/30/2019
3136G05X5	0616-12	Federal Nat'l Mtg. Assoc.		11/30/2012	2,000,000.00	1,993,000.00	2,000,000.00	0.750	0.740	0.750	515	05/30/2017
3136G07M7	0619-12	Federal Nat'l Mtg. Assoc.		11/27/2012	1,500,000.00	1,492,350.00	1,500,000.00	0.900	0.888	0.900	696	11/27/2017
3135G0TD5	0620-12A	Federal Nat'l Mtg. Assoc.		12/31/2012	1,500,000.00	1,493,850.00	1,500,000.00	1.000	0.986	1.000	727	12/28/2017
3135G0TD5	0620-12B	Federal Nat'l Mtg. Assoc.		12/31/2012	1,000,000.00	995,900.00	1,000,000.00	1.000	0.986	1.000	727	12/28/2017
3136G1BU2	0629-13	Federal Nat'l Mtg. Assoc.		04/05/2013	2,000,000.00	1,989,200.00	2,001,001.52	0.850	0.811	0.822	668	10/30/2017
3136G1E96	0632-13	Federal Nat'l Mtg. Assoc.		04/15/2013	3,000,000.00	2,996,100.00	3,002,086.83	0.900	0.893	0.906	511	05/26/2017
3135G0WU3	0635-13A	Federal Nat'l Mtg. Assoc.		05/15/2013	1,500,000.00	1,495,200.00	1,500,000.00	0.750	0.740	0.750	500	05/15/2017
3135G0WU3	0635-13B	Federal Nat'l Mtg. Assoc.		05/15/2013	1,000,000.00	996,800.00	1,000,000.00	0.750	0.740	0.750	500	05/15/2017
3136G0C58	0656-14	Federal Nat'l Mtg. Assoc.		03/05/2014	1,000,000.00	999,000.00	998,108.47	1.375	1.427	1.447	1,000	09/27/2018
3135G0WJ8	0663-14	Federal Nat'l Mtg. Assoc.		04/17/2014	5,000,000.00	4,956,000.00	4,936,055.56	0.875	1.559	1.581	871	05/21/2018
3135G0XP3	0666-14	Federal Nat'l Mtg. Assoc.		07/21/2014	1,000,000.00	999,200.00	999,592.27	0.375	0.449	0.455	186	07/05/2016
3135G0XM0	0671-14	Federal Nat'l Mtg. Assoc.		10/21/2014	2,000,000.00	1,989,000.00	1,994,498.18	1.125	1.225	1.242	875	05/25/2018
3135G0XM0	0676-14	Federal Nat'l Mtg. Assoc.		12/02/2014	2,000,000.00	1,989,000.00	1,996,483.32	1.125	1.184	1.200	875	05/25/2018
3135G0CM3	0696-15	Federal Nat'l Mtg. Assoc.		09/23/2015	2,788,000.00	2,797,479.20	2,804,906.97	1.250	0.424	0.430	271	09/28/2016
3136G1E96	0710-15	Federal Nat'l Mtg. Assoc.		11/27/2015	1,500,000.00	1,501,462.50	1,504,185.46	0.900	0.851	0.863	511	05/26/2017
<b>Subtotal and Average</b>			<b>91,922,202.65</b>		<b>89,813,000.00</b>	<b>89,717,316.34</b>	<b>90,039,550.95</b>		<b>0.870</b>	<b>0.882</b>	<b>644</b>	
<b>Federal Agency Disc. -Amortizing</b>												
31359MEL3	0630-13	Federal Nat'l Mtg. Assoc.		04/10/2013	2,000,000.00	1,971,960.00	1,946,960.00	0.631	0.641	0.650	517	06/01/2017
31359MEL3	0661-14	Federal Nat'l Mtg. Assoc.		03/14/2014	4,000,000.00	3,943,920.00	3,886,200.00	0.872	0.888	0.900	517	06/01/2017
31359MEL3	0701-15	Federal Nat'l Mtg. Assoc.		10/02/2015	1,000,000.00	985,980.00	989,980.00	0.593	0.598	0.606	517	06/01/2017
<b>Subtotal and Average</b>			<b>6,823,140.00</b>		<b>7,000,000.00</b>	<b>6,901,860.00</b>	<b>6,823,140.00</b>		<b>0.775</b>	<b>0.786</b>	<b>517</b>	

Portfolio 2016  
AC  
PM (PRF\_PM2) 7.3.0

**Investments FY 2015-2016**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**December 31, 2015**

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Treasury Coupon Securities</b>												
912828SY7	0651-13	U.S. Treasury		12/23/2013	3,000,000.00	2,986,980.00	2,987,665.34	0.625	0.909	0.921	516	05/31/2017
912828VE7	0662-14	U.S. Treasury		03/21/2014	2,000,000.00	1,990,460.00	1,979,412.66	1.000	1.421	1.441	881	05/31/2018
912828SX9	0673-14	U.S. Treasury		10/21/2014	3,000,000.00	2,967,180.00	2,977,442.62	1.125	1.334	1.353	1,246	05/31/2019
<b>Subtotal and Average</b>			<b>7,943,539.98</b>		<b>8,000,000.00</b>	<b>7,944,620.00</b>	<b>7,944,520.62</b>		<b>1.196</b>	<b>1.213</b>	<b>881</b>	
<b>Total and Average</b>			<b>123,314,546.65</b>		<b>123,705,431.28</b>	<b>123,441,237.62</b>	<b>123,685,652.91</b>		<b>0.816</b>	<b>0.828</b>	<b>561</b>	

**Investments FY 2015-2016**  
**Portfolio Management**  
**Investment Status Report - Investments**  
**December 31, 2015**

Page 1

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
<b>Money Market</b>												
SYS4531558874A	4531558874A	GWB	2,129,905.53	0.550			0.542	0.550	07/01 - Monthly		2,129,905.53	2,129,905.53
SYS4531558874B	4531558874B	GWB	5,237,736.65	0.300			0.296	0.300	07/01 - Monthly		5,237,736.65	5,237,736.65
<b>Money Market Totals</b>			<b>7,367,642.18</b>				<b>0.367</b>	<b>0.372</b>		<b>0.00</b>	<b>7,367,642.18</b>	<b>7,367,642.18</b>
<b>Passbook/Checking Accounts</b>												
SYS6952311634B	6952311634B	WF	4,024,789.10	0.250			0.247	0.250	10/31 - Monthly		4,024,789.10	4,024,789.10
<b>Passbook/Checking Accounts Totals</b>			<b>4,024,789.10</b>				<b>0.247</b>	<b>0.250</b>		<b>0.00</b>	<b>4,024,789.10</b>	<b>4,024,789.10</b>
<b>Commercial Paper Disc. -Amortizing</b>												
00280NFF2	0692-15	ABBEY	2,000,000.00	0.530	06/15/2016	09/23/2015	0.540	0.547	06/15 - At Maturity		1,992,167.78	1,995,112.22
55607KA63	0689-15	MACQBK	1,500,000.00	0.350	01/06/2016	06/18/2015	0.357	0.361	01/06 - At Maturity		1,497,054.00	1,499,927.08
86563GE24	0711-15	SUMTNY	3,000,000.00	0.698	05/02/2016	12/31/2015	0.700	0.710	05/02 - At Maturity		2,992,842.00	2,992,900.20
90262CEX1	0702-15	UBSFIN	1,000,000.00	0.460	05/31/2016	10/15/2015	0.469	0.475	05/31 - At Maturity		997,073.89	998,070.56
<b>Commercial Paper Disc. -Amortizing Totals</b>			<b>7,500,000.00</b>				<b>0.558</b>	<b>0.565</b>		<b>0.00</b>	<b>7,479,137.67</b>	<b>7,486,010.06</b>
<b>Federal Agency Coupon Securities</b>												
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
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
3133ECQQ0	0672-14	FFCB	1,000,000.00	1.430	05/28/2019	10/21/2014	1.505	1.526	11/28 - 05/28	Received	995,750.00	996,852.90
3133ECP40	0694-15	FFCB	2,000,000.00	0.640	05/09/2017	09/23/2015	0.662	0.671	11/09 - 05/09	Received	1,999,000.00	1,999,167.24
3133EEJ43	0706-15	FFCB	1,000,000.00	0.650	05/08/2017	10/20/2015	0.539	0.546	11/08 - 05/08	Received	1,001,600.00	1,001,396.42
3133834R9	0665-14	FHLB	1,500,000.00	0.375	06/24/2016	07/15/2014	0.438	0.444	12/24 - 06/24	Received	1,498,005.00	1,499,506.24
3130A5FP9	0685-15	FHLB	3,000,000.00	0.250	05/26/2016	05/26/2015	0.296	0.300	11/26 - 05/26		2,998,500.00	2,999,395.83
3130A5FL8	0690-15	FHLB	1,000,000.00	0.330	06/17/2016	06/24/2015	0.342	0.346	12/17 - 06/17	Received	999,840.00	999,924.76
313379FW4	0697-15	FHLB	765,000.00	1.000	06/09/2017	09/24/2015	0.687	0.696	12/09 - 06/09	Received	768,939.75	768,318.36
3130A3P40	0698-15	FHLB	400,000.00	0.875	07/03/2017	09/24/2015	0.711	0.721	01/03 - 07/03	787.50	401,084.00	401,706.95
3130A5EP0	0700-15	FHLB	1,000,000.00	0.625	05/30/2017	10/02/2015	0.572	0.580	11/30 - 05/30	Received	1,000,740.00	1,000,629.87
3130A3J70	0707-15A	FHLB	1,000,000.00	0.625	11/23/2016	10/26/2015	0.363	0.368	11/23 - 05/23	Received	1,002,750.00	1,002,288.11
3130A3J70	0707-15B	FHLB	500,000.00	0.625	11/23/2016	10/26/2015	0.363	0.368	11/23 - 05/23	Received	501,375.00	501,144.06
3130A5EP0	0708-15	FHLB	3,000,000.00	0.625	05/30/2017	11/09/2015	0.773	0.783	11/30 - 05/30	Received	2,992,650.00	2,993,331.28
3133XFJF4	0709-15	FHLB	1,000,000.00	5.375	05/18/2016	11/25/2015	0.214	0.217	05/18 - Final Pmt.	1,045.14	1,024,760.00	1,020,652.77
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	4,535,937.90
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

Portfolio 2016

AC

PM (PRF\_PMS) 7.3.0

Report Ver. 7.3.5

**Investments FY 2015-2016**  
**Portfolio Management**  
**Investment Status Report - Investments**  
**December 31, 2015**

Page 2

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
<b>Federal Agency Coupon Securities</b>												
3137EACT4	0664-14	FHLMC	3,500,000.00	2.500	05/27/2016	04/17/2014	0.454	0.460	05/27 - 11/27	Received	3,649,823.71	3,528,781.92
3137EADG1	0674-14	FHLMC	1,000,000.00	1.750	05/30/2019	10/21/2014	1.437	1.457	11/30 - 05/30	Received	1,013,000.00	1,009,630.50
3137EADG1	0679-15	FHLMC	3,000,000.00	1.750	05/30/2019	04/27/2015	1.235	1.252	05/30 - 11/30	Received	3,059,400.00	3,049,560.49
3137EACT4	0680-15	FHLMC	1,000,000.00	2.500	05/27/2016	04/30/2015	0.337	0.342	05/27 - 11/27	Received	1,023,140.00	1,008,729.82
3134G6XS7	0681-15	FHLMC	3,500,000.00	1.100	05/18/2018	05/18/2015	1.085	1.100	11/18 - 05/18		3,500,000.00	3,500,000.00
3134G6WT6	0682-15	FHLMC	500,000.00	1.200	05/21/2018	05/21/2015	1.187	1.203	11/21 - 05/21		499,950.00	499,960.19
3134G6WU3	0683-15	FHLMC	1,500,000.00	1.200	05/21/2018	05/21/2015	1.184	1.200	11/21 - 05/21		1,500,000.00	1,500,000.00
3134G6C68	0684-15	FHLMC	3,000,000.00	1.600	05/28/2019	05/28/2015	1.578	1.600	11/28 - 05/28		3,000,000.00	3,000,000.00
3134G6R88	0686-15	FHLMC	2,000,000.00	1.250	05/25/2018	05/26/2015	1.240	1.257	11/25 - 05/25		1,999,600.00	1,999,679.70
3134G7C58	0695-15	FHLMC	2,000,000.00	0.800	09/28/2017	09/28/2015	0.801	0.813	03/28 - 09/28		1,999,500.00	1,999,564.58
3134G7C58	0699-15	FHLMC	1,000,000.00	0.800	09/28/2017	09/28/2015	0.789	0.800	03/28 - 09/28		1,000,000.00	1,000,000.00
3134G45W4	0703-15	FHLMC	4,200,000.00	1.000	05/29/2018	10/15/2015	0.825	0.836	11/29 - 05/29	Received	4,217,766.00	4,216,335.69
3134G6Y31	0704-15	FHLMC	1,270,000.00	1.150	05/25/2018	10/15/2015	0.942	0.956	11/25 - 05/25	Received	1,276,350.00	1,275,836.60
3137EADG1	0705-15	FHLMC	5,000,000.00	1.750	05/30/2019	10/15/2015	1.109	1.125	11/30 - 05/30	Received	5,110,750.00	5,104,300.19
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
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	2,001,001.52
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	3,002,086.83
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
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	998,108.47
3135G0WJ8	0663-14	FNMA	5,000,000.00	0.875	05/21/2018	04/17/2014	1.559	1.581	05/21 - 11/21	Received	4,890,402.20	4,936,055.56
3135G0XP3	0666-14	FNMA	1,000,000.00	0.375	07/05/2016	07/21/2014	0.449	0.455	01/05 - 07/05	Received	998,440.00	999,592.27
3135G0XM0	0671-14	FNMA	2,000,000.00	1.125	05/25/2018	10/21/2014	1.225	1.242	11/25 - 05/25	Received	1,991,760.00	1,994,498.18
3135G0XM0	0676-14	FNMA	2,000,000.00	1.125	05/25/2018	12/02/2014	1.184	1.200	05/25 - 11/25	Received	1,994,900.00	1,996,483.32
3135G0CM3	0696-15	FNMA	2,788,000.00	1.250	09/28/2016	09/23/2015	0.424	0.430	09/28 - 03/28	Received	2,811,112.52	2,804,906.97
3136G1E96	0710-15	FNMA	1,500,000.00	0.900	05/26/2017	11/27/2015	0.851	0.863	02/26 - 08/26	3,412.50	1,500,825.00	1,504,185.46
<b>Federal Agency Coupon Securities Totals</b>			<b>89,813,000.00</b>				<b>0.870</b>	<b>0.882</b>		<b>5,245.14</b>	<b>90,437,178.18</b>	<b>90,039,550.95</b>
<b>Federal Agency Disc. -Amortizing</b>												
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
31359MEL3	0701-15	FNMA	1,000,000.00	0.593	06/01/2017	10/02/2015	0.598	0.606	/ - Final Pmt.		989,980.00	989,980.00

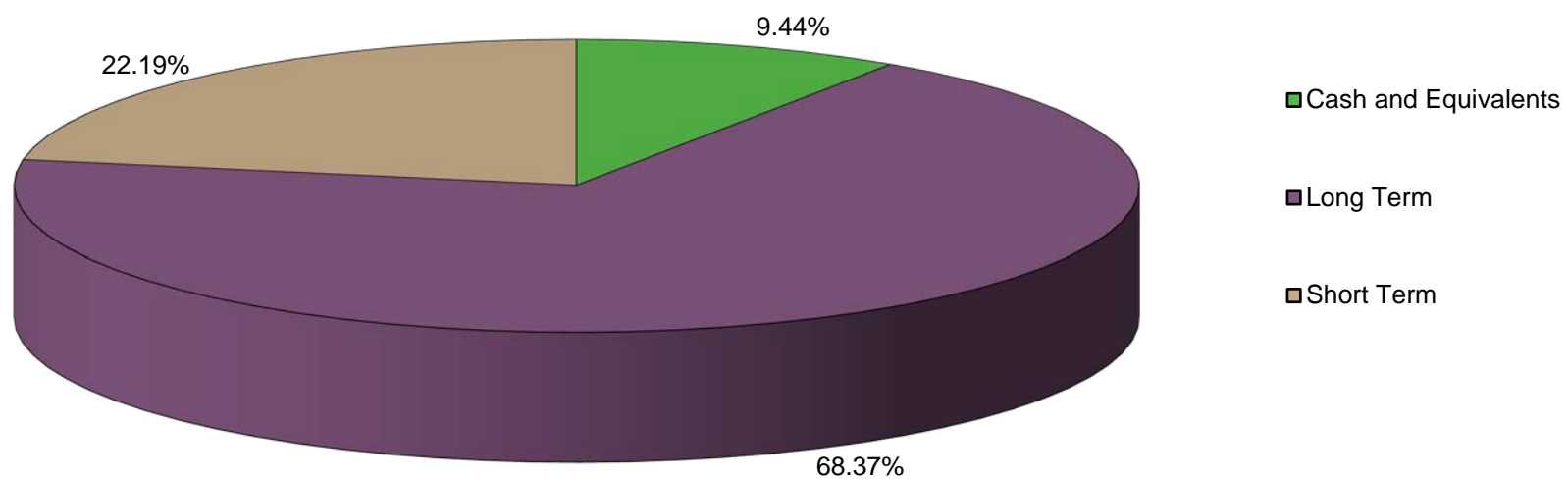
Portfolio 2016  
AC  
PM (PRF\_PMS) 7.3.0

**Investments FY 2015-2016**  
**Portfolio Management**  
**Investment Status Report - Investments**  
**December 31, 2015**

Page 3

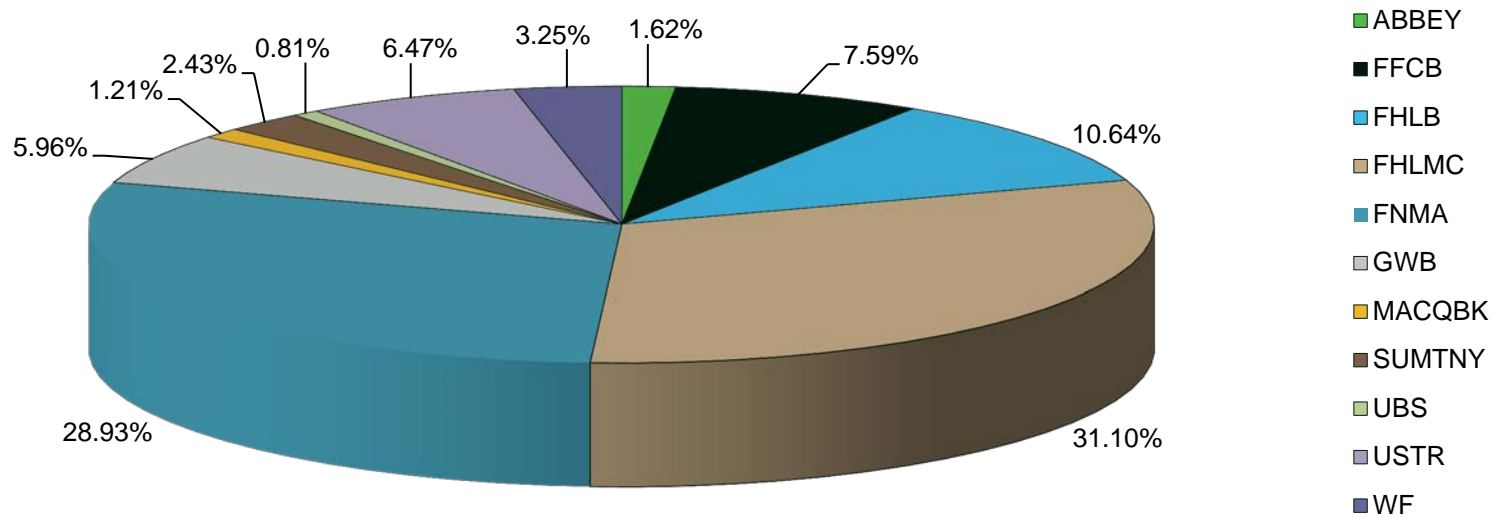
CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
<b>Federal Agency Disc. -Amortizing Totals</b>			<b>7,000,000.00</b>				<b>0.775</b>	<b>0.786</b>		<b>0.00</b>	<b>6,823,140.00</b>	<b>6,823,140.00</b>
<b>Treasury Coupon Securities</b>												
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	Received	2,970,000.00	2,987,665.34
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	Received	1,964,200.00	1,979,412.66
912828SX9	0673-14	US TRE	3,000,000.00	1.125	05/31/2019	10/21/2014	1.334	1.353	11/30 - 05/31	Received	2,969,531.25	2,977,442.62
<b>Treasury Coupon Securities Totals</b>			<b>8,000,000.00</b>				<b>1.196</b>	<b>1.213</b>		<b>0.00</b>	<b>7,903,731.25</b>	<b>7,944,520.62</b>
<b>Investment Totals</b>			<b>123,705,431.28</b>				<b>0.816</b>	<b>0.828</b>		<b>5,245.14</b>	<b>124,035,618.38</b>	<b>123,685,652.91</b>

### Portfolio by Asset Class



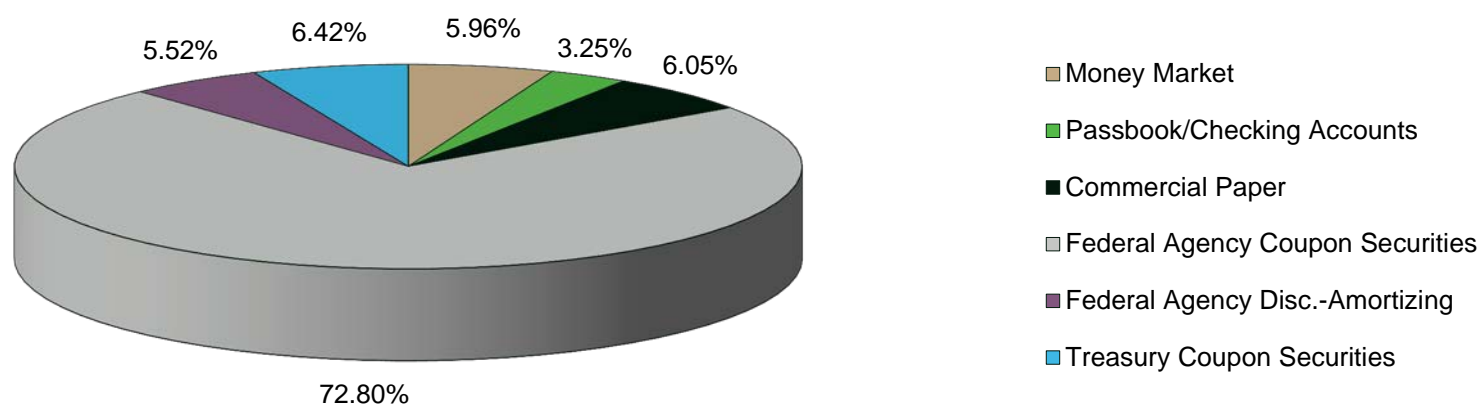
For Quarter Ending December 31, 2015

### Par Value by Issuer Graph



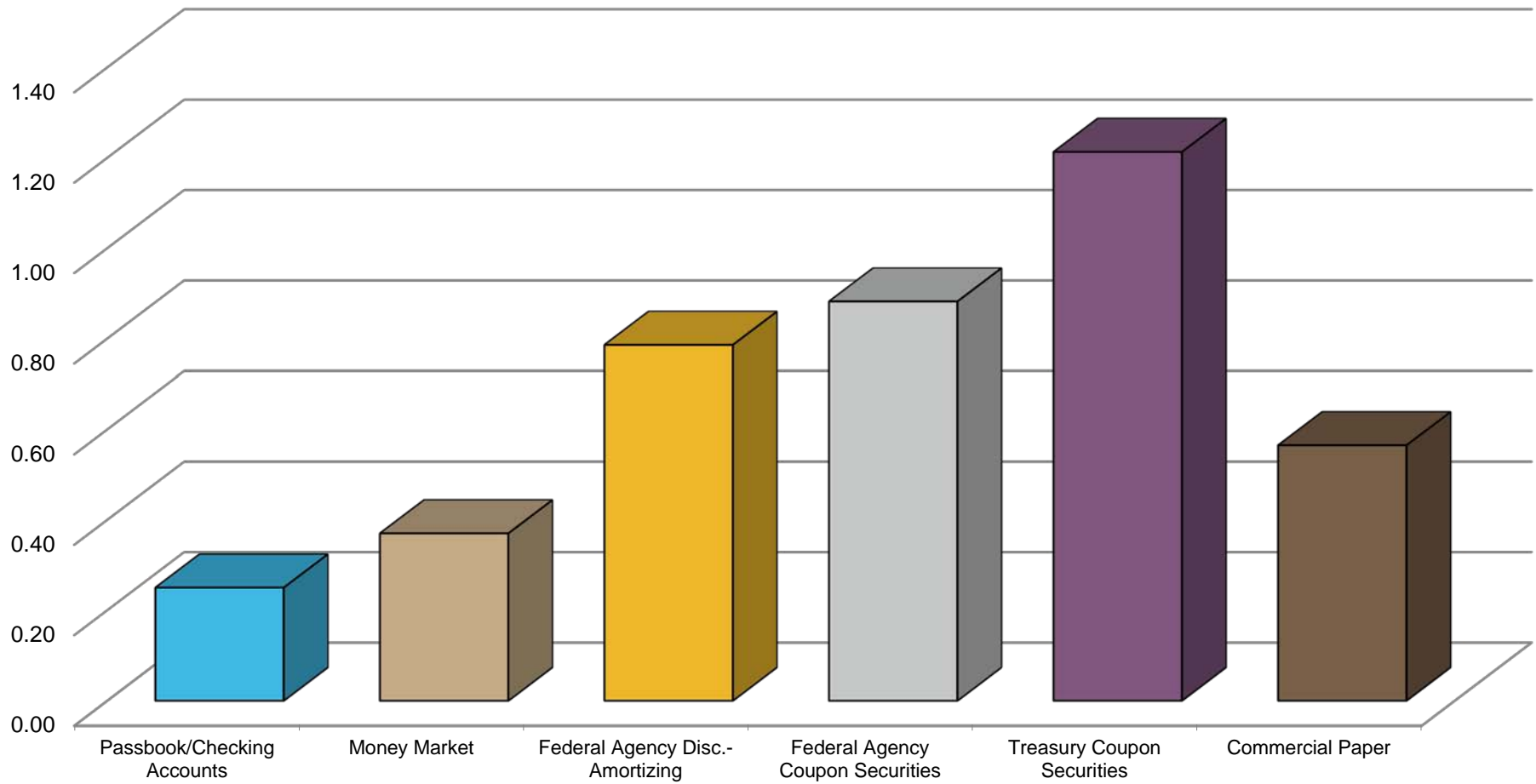
For Quarter Ending December 31, 2015

### Book Value By Investment Type



For Quarter Ending December 31, 2015

## Investment Yield by Type



For Quarter Ending December 31, 2015



CITY OF  
Ames™

*Caring People ♦ Quality Programs ♦ Exceptional Service*

# MEMO

12

**To:** Members of the City Council

**From:** Ann H. Campbell, Mayor

**Date:** January 8, 2016

**Subject:** Council Appointment to Ames Convention & Visitors Bureau Board of Directors

Amber Corrieri's term of office on the Ames Convention & Visitors Bureau (ACVB) Board of Directors expired December 31, 2015; therefore, it will be necessary to appoint a council member to fill this position.

I recommend that the City Council appoint Bronwyn Beatty-Hansen for two years to the ACVB Board of Directors with her term effective as of January 1, 2016.

**COUNCIL ACTION FORM**

**SUBJECT:**    **PROCUREMENT CARD FOR NEW CITY COUNCIL MEMBER**

**BACKGROUND:**

On February 26, 2002, City Council approved a procurement card (p-card) program to facilitate payment for small purchases and travel expenses. Policies and procedures for the program are part of the City purchasing policies approved by City Council. All cardholders attend training on the related policies and procedures prior to being issued a card.

Procurement card applications for employees are approved by the applicant's department head. Applications for elected City officials are to be approved by City Council. An application for new City Council member Beatty-Hansen was submitted, and she attended the required training session on December 7, 2015. The proposed account will have a single purchase limit of \$2,000, a daily spend limit of \$3,000, and a monthly billing cycle limit of \$5,000.

**ALTERNATIVES:**

1. Approve application for procurement card for City Council member Beatty-Hansen and set the spend limit at \$2,000 per transaction, \$3,000 per day, and \$5,000 per monthly billing cycle.
2. Have Council Member Beatty-Hansen use her personal account rather than procurement card for travel and related expenses, and request reimbursement in accordance with applicable City policies.

**MANAGER'S RECOMMENDED ACTION:**

The procurement card program is intended to facilitate payment for small purchases and travel expenses. An application for new City Council member Beatty-Hansen was submitted, and she has attended the required training session.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the application for a procurement card for City Council member Beatty-Hansen and setting the spend limits as indicated above.

**COUNCIL ACTION FORM**

**SUBJECT: TITLE VI CIVIL RIGHTS COMPLIANCE PLAN REVISIONS**

**BACKGROUND:**

Title VI of the Civil Rights Act of 1964 prohibits agencies receiving federal funds from discriminating on the basis of race, color, and national origin. Since 1964, protections under federal law have been expanded, as have the compliance requirements for agencies receiving federal funds. The City maintains a Title VI Compliance Plan and complaint procedure, which are designed to prevent and remediate discrimination.

Because the City receives a substantial amount of federal funds through transportation projects, the Iowa Department of Transportation (DOT) has been tasked with reviewing the City's compliance with Title VI requirements. A compliance visit was held in December, and the DOT has recommended that the City take two immediate actions to maintain compliance with its requirements. These are:

- 1) **Adopt a Title VI Non-Discrimination Agreement with the Iowa DOT.** Agencies with a population of less than 250,000 are required to adopt this agreement. Agencies larger than 250,000 people must have a Title VI plan. Although the City of Ames has a Title VI plan, this plan does not incorporate some of the complaint procedure processes incorporated in the Title VI Non-Discrimination Agreement, such as automatically forwarding complaints to the Iowa DOT within a certain time frame. **Adopting this agreement requires the City to use the Title VI complaint investigation and resolution process outlined by the Iowa DOT, rather than the process developed independently by the City for this purpose. The City would keep its Title VI plan, but those seeking the complaint process would be directed to follow the process outlined by the Iowa DOT.**
- 2) **Adopt the DOT Title VI Standard Assurances.** These assurances require that the City promise to comply with Title VI of the 1964 Civil Rights Act and related federal regulations, and require that the City incorporate non-discrimination language in documents such as bids related to projects funded with federal money. **The DOT requires that this assurances document must be signed and submitted by the Mayor each time a new Mayor is inaugurated, or every five years, whichever is earlier.** The City has completed this document before, but its current version was not signed by the Mayor, and is set to expire in September 2017. The DOT insists that a new version be approved.

To accomplish these changes, references to the complaint and investigation procedure in the City's Title VI plan must be amended. In addition to these immediate steps, City staff is evaluating other suggestions from the Title VI site visit and will implement staff training and other activities as appropriate to maintain compliance.

The DOT has given the City until January 18, 2016 to accomplish the immediate changes. Failure to approve these items within the timeframe may result in withholding of federal funding for City projects.

**ALTERNATIVES:**

1. Approve the Title VI Non-Discrimination Agreement with the Iowa DOT, the Standard DOT Title VI Assurances, and modifications to the City's Title VI Plan to reflect a revision in the complaint process.
2. Do not approve these documents.

**MANAGER'S RECOMMENDED ACTION:**

Maintaining compliance with the provisions of Title VI is important to ensure that access to City services is provided free of discrimination. Complying with these requirements is also necessary to maintain access to federal funding for City projects and programs. Approving revisions to the City's complaint procedure and adopting the Title VI Non-Discrimination Agreement and Standard DOT Title VI Assurances is essential to maintain compliance.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the Title VI Non-Discrimination Agreement with the Iowa DOT, the Standard DOT Title VI Assurances, and modifications to the City's Title VI Plan to reflect a revision in the complaint process.

**Title VI Non-Discrimination Agreement**  
**Iowa Department of Transportation**  
**and**  
(Name of Local Public Agency)

**Agency Information**

Name and title of administrative head:

Name:

Title:

Address:

City:

State:

ZIP Code:

County:

Phone/FAX:

Email:

Name and title of designated Title VI coordinator:

Name:

Title:

Address:

City:

State:

ZIP Code:

County:

Phone/FAX:

Email:

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program****I. Organization and staffing**

Pursuant to 23 C.F.R. § 200,

(Name of City/County)

has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21.

For the purpose of this agreement, "federal assistance" shall include all of the following.

Grants and loans of federal funds.

The grant or donation of federal property and/or interest in property.

The detail of federal personnel.

The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.

Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. **Discrimination complaint procedures -allegations of discrimination in federally assisted programs or activities**

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
  - (b) Date when the person(s) became aware of the alleged discrimination
  - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
  - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
  - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
  - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
  - e) Apparent merit of the complaint.
  - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Office of Employee Services-Civil Rights  
800 Lincoln Way  
Ames, Iowa 50010  
515-239-1422  
515-817-6502 (fax)  
dot.civilrights@dot.iowa.gov

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
  - a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
  - a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

**(NAME OF LPA)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Title VI Non-discrimination Policy Statement

The \_\_\_\_\_ (Name of City/County) \_\_\_\_\_, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*.; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's \_\_\_\_\_ (Name of Person/Department) \_\_\_\_\_, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. §21.

---

Signature

Printed Name and Title

Date

## Standard DOT Title VI Assurances

The \_\_\_\_\_ (hereinafter referred to as the "Recipient") HEREBY AGREES THAT AS a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d 42 U.S.C. 2000d 4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), Title VII of the Civil Rights Act 1964, the Federal Aid Highway Act of 1973, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Acts of 1975, Civil Rights Restoration Act of 1987, Americans With Disabilities Act of 1990 (ADA), Executive Order 12898- Environmental Justice (hereinafter referred to as "EJ"), Executive Order 13166 – Limited English Proficiency (hereinafter referred to as "LEP") and other pertinent directives, to the end that in accordance with the Act, Regulations, Executive Orders and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations, (2) Copy of which is attached.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Aid Highway Program;

1. That the Recipient agrees that each "program "and each "facility" as defined in subsections 21. 23 (e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program and, in adapted form in all proposals for negotiated agreements.

"The \_\_\_\_\_ in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d 2000d 4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,

Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and Regulations.
4. That the clauses of Appendix B of this assurance shall be included as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or and interest in real property, the assurance shall extend to right to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is the form, of, personal property, or real property or interest therein or structures or improvements thereon in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal-Aid Highway Program and is binding on it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED

By:

---

Printed Name and Title

Attachments  
Appendices A, B, and C

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the \_\_\_\_\_, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the \_\_\_\_\_ the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the \_\_\_\_\_ shall impose such contract sanctions as it, the Iowa \_\_\_\_\_

Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the \_\_\_\_\_, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the \_\_\_\_\_ or the Iowa Department of Transportation to enter into such litigation to protect the interests of the \_\_\_\_\_ or the Iowa Department of Transportation; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States

## APPENDIX 8

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

"NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the will accept title to the lands and maintain the project constructed thereon, in accordance with title 23, United States Code, the Regulations for the Administration of the Federal-Aid Program and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d 4), does hereby remise, release, quitclaim and convey unto the

all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof."

### HABENDUM CLAUSE

"TO HAVE AND TO HOLD said lands and interests therein unto Name of Recipient and its successors forever, subject, however, to the covenants, conditions restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the its successors and assigns."

"The , in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed [,] [and]\* (2) that the shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and

as said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction."\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Recipient, pursuant to the provisions of Assurance 7(a).

"The (grantee, license, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases and "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.,) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended."

### Include in licenses, leases, permits, etc.\*

"That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_ shall have the right to terminate the (license, lease, permit, etc.) and to reenter the reposess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued."

### Include in deeds\*

"That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_ shall have the right to re enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Iowa and its assigns."

The following shall be included in all deeds, licenses, leases, permits or similar agreements entered into by the Recipient, pursuant to the provisions of Assurance 7(b).

"The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2)that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color,

national origins, sex, age, or disability, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation\_ Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended."

Include in licenses, leases, permits, etc.\*

"That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_ shall have the right to terminate the (license, lease, permittee, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued."

Include in deeds\*

"That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_ shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Iowa, and its assigns."

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



CITY OF  
Ames™

# **Compliance Plan Title VI of the Civil Rights Act of 1964**

This plan was revised and approved by the Ames City Council on January 12, 2016.

In accordance with Iowa DOT policy, this plan is to be revised and resubmitted to the DOT upon change in the Office of the Mayor, or by January 12, 2021, whichever is earlier.

**CITY OF AMES**  
**TITLE VI POLICY STATEMENT**

The City of Ames assures that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Ames further assures every effort will be made to ensure nondiscrimination in all of its committees, programs, and activities, regardless of the funding source.

The City of Ames will include Title VI language in all written agreements and bid notices and will monitor compliance.

The Assistant City Manager, Title VI Civil Rights Coordinator of the City of Ames, will be responsible for initiating and monitoring Title VI activities, and all other responsibilities as required.

\_\_\_\_\_  
*Diane Voss, City Clerk*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Ann Campbell, Mayor*

\_\_\_\_\_  
*Date*

This policy was adopted at a regular City Council meeting held on January 12, 2016.

## **Introduction**

Title VI of the 1964 Civil Rights Act provides that “No person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (Sec. 601).”

The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds, whether schools, colleges, government entities, or private employers must comply with Federal civil rights laws, rather than just the particular programs or activities that receive federal funds.

This plan provides information regarding the City of Ames’ Title VI compliance policies, complaint procedures, and a form to initiate the complaint process for use by members of the public. This plan does not govern disputes between individuals and other individuals or businesses that have no relation to the City government. For complaints related to private individuals, please contact the Ames Human Relations Commission for resources.

## **Coordination Responsibilities**

The Assistant City Manager serves as the City of Ames Title VI Civil Rights Coordinator, and is responsible for ensuring the implementation and the day to day administration of the City of Ames' Compliance Plan. The Assistant City Manager is also responsible for implementing, monitoring, and ensuring the City's compliance with Title VI regulations.

## **City Language Communication Guidelines and City Meeting Interpreter Service Policies**

### *Language Communication Guidelines (Adopted March 2014)*

The City of Ames has established "Language Communication Guidelines for Limited English Proficiency (LEP)" persons to ensure compliance with various Federal agencies regulations and Executive Order 13166 issued by President Clinton in 2000 along with subsequent guidance under Title VI of the Civil Rights Act of 1964. Under these requirements and guides, the City of Ames must take reasonable steps to ensure meaningful access to public programs and activities by persons with Limited English Proficiency (LEP).

### *Public Meetings*

The City of Ames holds frequent public meetings, including regular and special meetings of the City Council, workshop sessions, and meetings of City boards and commissions. These meetings are free and open to the public in accordance with Iowa Open Meetings laws.

On a regular basis, language interpreters are not provided at City meetings. However, upon request, interpreters or alternate materials can be made available for individual public meetings.

Individuals requiring an accommodation should contact the City Clerk's Office at least four days in advance of the meeting for which auxiliary services are requested. The City Clerk's Office will work with the requester to determine the appropriate services to accommodate the individual's need.

### **City Purchasing and Contract Policies**

The City of Ames Affirmative Action Program states that "all contractors, subcontractors, vendors, and suppliers doing business on a non-emergency basis with the City or any agency of the City, under which the contract value of said business between the City and Contractor equals or exceeds twenty-five thousand dollars (\$25,000), shall place on file with the City a statement of Nondiscrimination Policy which is satisfactory to the Affirmative Action Officer of the City."

In order to comply with the aforementioned, an "Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program" must be completed and signed by an authorized official of the contracting firm. The statement indicates the firm's compliance with all aspects of the City's Affirmative Action Program, Titles VI and VII of the Civil Rights Act of 1964, and all other applicable state and federal laws. An approved Affirmative Action Compliance form is valid for all City of Ames projects bid by that firm for a period of one year from the date of approval.

## Complaint Procedures under Title VI of the Civil Rights Act of 1964



This Complaint Procedure is established to meet the requirements of the Civil Rights Act of 1964 and its amendments. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of race, color, or national origin in the provision of services, activities, programs, or benefits by the City of Ames. There are certain exceptions to this process. The Clerk of Court and City Assessor maintain offices within City Hall, but are not under the exclusive purview of the City of Ames. In the event that there is a complaint about unfair treatment within the Clerk of Court or City Assessor offices, complainants should contact that office directly for assistance navigating their complaint procedures. Complaints arising out of transit-related concerns are governed by special requirements from the Federal Transit Administration. These complaints should be made directly to CyRide in order to comply with those requirements. Please contact CyRide at (515) 292-1100 for information on how to file a complaint.

Additionally, transit-related complaints can be filed with the Federal Transit Administration's Office of Civil Rights. Finally, complaints of discrimination regarding employment in the City of Ames are governed by the City's Personnel Policies. Please contact the City of Ames Human Resources Office to file a complaint related to employment. If you are unsure about the appropriate office to address a complaint to or if you need assistance navigating procedures, complaints of any type can be filed with the Iowa Civil Rights Commission.

**The City of Ames has adopted the discrimination complaint procedures outlined by the Iowa Department of Transportation (DOT) Title VI Non-Discrimination Agreement. Those procedures are duplicated for convenience here. Where this document and the DOT Title-VI Non-Discrimination Agreement procedures differ, the DOT Title VI Non-Discrimination Agreement procedures will apply.**

Should a citizen have a complaint about access to public services, he/she should complete the attached complaint form and submit it to the City Manager's Office. The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. The attached form provides spaces for all necessary information.

**Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the local public agency (the City of Ames, hereinafter referred to as the LPA), or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously. No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

**Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.

- (a) The alleged act of discrimination.
- (b) Date when the person(s) became aware of the alleged discrimination
- (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

**Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.

- a) The complainant's name and address, or other means by which the complainant may be contacted.
- b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
- c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
- d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
- e) Apparent merit of the complaint.
- f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

**Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Office of Employee Services – Civil Rights

800 Lincoln Way  
Ames, Iowa 50010  
515-239-1422  
515-817-6502 (fax)  
dot.civilrights@dot.iowa.gov

**Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:

- a) Acknowledges receipt of the discrimination complaint.
- b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
- c) Contains a list of each issue raised in the discrimination complaint.
- d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
- e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.

**Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.

- a) Name, address and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin, gender).
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the LPA.
- f) A statement of the complaint.
- g) Other agencies (state, local or federal) where the complaint has been filed.
- h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

**Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

**Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes. If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

**Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:

- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
- b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
- c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation.

Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

**Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.

**Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.

- a) The fact that the discrimination complaint has been filed.
- b) The identity of the complainant(s).
- c) The identity of individual respondents to the allegations.
- d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.

**Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:

- a) The name and address of the complainant.
- b) Basis of discrimination complaint.
- c) Description of complaint.
- d) Date filed.
- e) Disposition and date.
- f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

## Title VI of the 1964 Civil Rights Act Discrimination Complaint Form



Instructions: Please fill out this form completely, in black ink or type. Sign and return to the address on the next page.

Complainant: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Person Discriminated Against: \_\_\_\_\_  
(if other than complainant)

Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

What is the discrimination based on?

- |                                     |  |  |
|-------------------------------------|--|--|
| <input type="checkbox"/> Race/Color | <input type="checkbox"/> National Origin             | <input type="checkbox"/> Sex           |
| <input type="checkbox"/> Disability | <input type="checkbox"/> Limited English Proficiency | <input type="checkbox"/> Income Status |
| <input type="checkbox"/> Age        |  |  |

Where did the alleged discrimination take place?

\_\_\_\_\_

When did the alleged discrimination occur? (Date/Time) \_\_\_\_\_

What person or agency was responsible for the alleged discrimination?

\_\_\_\_\_

Have you filed this complaint with any other Federal, State, or local agency? If so, whom?

\_\_\_\_\_

What remedy are you seeking?

---

---

---

---

List the names and contact information of persons who may have knowledge of the alleged discrimination.

---

---

---

---

---

Describe the alleged discrimination. Explain what happened and who you believe is responsible.

---

---

---

---

---

---

---

---

---

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign and date. The complaint will not be accepted if it is not signed. You may attach any written materials or other supporting information you think is relevant to your complaint.**

Return To:  
Title VI Civil Rights Coordinator  
City Manager's Office  
PO Box 811  
515 Clark Avenue  
Ames, IA 50010

**COUNCIL ACTION FORM**

**SUBJECT: REQUEST FROM HIRTA TO DRAW DOWN \$3,156.63 IN FY 2014/15  
TRANSPORTATION FUNDS**

**BACKGROUND:**

At the November 10, 2015, City Council meeting, the City Council referred a request from HIRTA to carryover \$3,156.63 approved in the FY 2014/15 ASSET funding process for its City Transportation program. The drawdown deadline for these funds was in July 2015.

**HIRTA indicated that it believed a drawdown request had been submitted in June 2015, but neither City staff nor HIRTA can produce documentation for this request. Therefore, these funds went unclaimed and were returned to the Local Option Sales Tax fund. HIRTA has requested that the unclaimed funds be carried over into the FY 2015/16 allocation for HIRTA.**

In FY 2014/15, the City contracted with HIRTA to provide 3,154 rides at a total cost of \$38,133. HIRTA's FY 2015/16 contract provides for 3,284 rides at a total contracted amount of \$40,000. HIRTA has drawn down 1,100 units (\$13,398) of the in-town rides from July through October of the current fiscal year.

**Because FY 2014/15 has been closed for some time, a carry-over cannot be authorized. The City Council may, however, direct that additional funds be authorized from the Local Option Sales Tax fund to support the request.**

**ALTERNATIVES:**

1. Direct staff to accept \$3,156.63 in reimbursement requests for City Transportation above HIRTA's FY 2015/16 contracted amount, with funding from the Local Option Sales Tax fund balance. **This alternative will authorize the staff to pay \$12.18 for 259 in-town rides above the amount approved in their FY 2015/16 contract with the City.**
2. Do not approve HIRTA's request.

**MANAGER'S RECOMMENDED ACTION:**

HIRTA provides a critical service to the Ames community. The demand for the in-town transportation program is high, and is likely to outpace the funds awarded for FY

2015/16. It is not possible to reimburse for services delivered in FY 2014/15, so any additional funding approved would be used to meet service demands in the current year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby directing staff to accept \$3,156.63 in reimbursement requests for City Transportation above HIRTA's FY 2015/16 contracted amount, with funding from the Local Option Sales Tax fund balance.

**To:** Mayor and City Council

**From:** Diane Voss, City Clerk

**Date:** January 8, 2016

**Subject:** Item No. 16

Staff has not gotten the report on the requests of the Public Art Commission completed. It will be sent out on Monday, January 11, 2016.

Thank you.

BK/drv

Item #: 17

Date: 1-12-16

**COUNCIL ACTION FORM**

**SUBJECT: AMES/ISU ICE ARENA LOCKER ROOM AND HALLWAY RUBBER FLOORING REPLACEMENT**

**BACKGROUND:**

This project is to remove and replace all rubber flooring in the locker rooms, hallways, and team bench areas at the Ames/ISU Ice Arena. An Add Alternate to the project is to install approximately a four foot by four foot section of flooring containing the ISU Hockey Logo in the Men's Hockey Locker Room. Staff recommends replacing the flooring due to the high amount of traffic from individuals wearing skates. This year marks the fifteenth anniversary of the facility and the flooring in the locker rooms and hallways has never been replaced. In 2012, rubber flooring in the lobby and the restrooms was replaced.

Haila Architecture was hired to develop specifications, prepare a cost estimate, and provide project management for the flooring replacement. The specifications allow the contractor to complete all flooring activities during the annual shutdown for maintenance at the facility during the month of May. Project details and costs are as follows:

**Architect's Estimate:**

Floor Replacement	\$ 120,000
Concrete Shower Curb Work	\$ 5,000
ISU Hockey Logo Installation	\$ 5,000
Contingency 10%	\$ 12,500
Design Fees	<u>\$ 8,500</u>
<b>Total Estimate</b>	<b>\$ 151,000</b>

In the FY 2015/16 Capital Improvements Plan (CIP), \$175,000 is allocated to replace all of the flooring in the locker rooms and hallways. In addition, ISU Men's Hockey will be contributing funds to cover the cost of the ISU Hockey Logo flooring which is estimated at \$5,000. CIP projects at the Ames/ISU Ice Arena are funded through the Ice Arena Capital Reserve Fund. According to the Architect's estimate, the CIP funds and the funding from ISU Men's Hockey will be sufficient to cover the costs of the project.

**Funding:**

CIP	\$175,000
ISU	<u>\$ 5,000</u>
<b>Total</b>	<b>\$180,000</b>

**ALTERNATIVES:**

1. Approve Plans and Specifications for the Ames/ISU Ice Arena Locker Room and Hallway Rubber Flooring Project and set the bid due date for February 16, 2016, and February 23, 2016, as the date of hearing and award of the contract.
2. Approve Plans and Specifications for the Ames/ISU Ice Arena Locker Room and Hallway Rubber Flooring Project, excluding the alternate for the ISU Hockey Logo flooring, and set the bid due date for February 16, 2016, and February 23, 2016, as the date of hearing and award of the contract.
3. Do not approve the plans and specifications at this time, delaying the Ames/ISU Ice Arena Locker Room and Hallway Rubber Flooring Project.
3. Refer back to staff.

**MANAGER'S RECOMMENDED ACTION:**

The proposed project will address needed replacement of the rubber flooring and continue to provide citizens with an excellent facility. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative 1 approving Plans and Specifications for the Ames/ISU Ice Arena Locker Room and Hallway Rubber Flooring Project.

**COUNCIL ACTION FORM**

**SUBJECT:**           **CORRECTION OF MEDIUM-DUTY TRUCK UPFITTING BID**

**BACKGROUND:**

On December 22, 2015, the City Council awarded a bid to Henderson Products, Inc., for the upfitting of two tandem chassis for Public Works Streets at a cost \$130,424. After the award, it was discovered that the amount listed for the bid was incorrectly represented as being \$720 less than the actual bid. It is important to note that this will not affect the outcome of the bid. The corrected bid is shown below.

Upfitting of Tandem Chassis Corrected bids were received as follows:

Bidders	Make	Model	Year	Delivery Time	Unit Cost	Total Cost
Henderson Products, Inc.	Henderson	Mark E	2016	April 2016	\$65,572.00	\$131,144.00
Hiway Truck Equipment Inc.	TBEI Duraclass	HPT 316	2016	90 Days	\$80,702.00	\$161,404.00
ABM Equipment & Supply					No Bid	

**ALTERNATIVES:**

1. Award a contract to Henderson Products, Inc., of Manchester, Iowa, as the net low bidder for the upfitting of two tandem chassis including the option to upgrade the controller unit in the amount of \$131,144.
2. Reject these bids.

**MANAGER'S RECOMMENDED ACTION:**

Because this correction will not change the bid outcome, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby awarding a contract to Henderson Products, Inc., of Manchester, Iowa, as the net low bidder for the upfitting of two tandem chassis, including the option to upgrade the controller unit, for the corrected amount of \$131,144.



CITY OF  
ames™

*Caring People ♦ Quality Programs ♦ Exceptional Service*

# MEMO

**To:** Mayor and Members of the City Council

**From:** City Clerk's Office

**Date:** January 8, 2015

**Subject:** Contract and Bond Approval

There is no Council Action Form for Item No. 19. Council approval of the contract and bond for this project is simply fulfilling a *State Code* requirement.

/jr

## **COUNCIL ACTION FORM**

**SUBJECT:**    **REVISED FINAL ACCEPTANCE AMOUNT FOR FY 2014/15 TRAFFIC SIGNAL PROGRAM (LINCOLN WAY & UNION DRIVE)**

### **BACKGROUND:**

At the November 10, 2015, City Council Meeting, Council approved the final acceptance for the 2014/15 Traffic Signal Program (Lincoln Way & Union Drive). At that time the project was completed by Voltmer, Inc. of Decorah, Iowa in the amount of \$218,840.19.

While releasing the final retainage payment it was discovered by staff that the amount shown in the Council Action Form was incorrect. Due to an error in a spreadsheet, the final quantities for sidewalk removal was not updated to the proper amount, thereby shorting the contractor by \$946.50. This brings the new total project amount to \$219,786.69. The additional funds are available from the unobligated balance of the FY 2014/15 Accessibility Enhancement Program.

### **ALTERNATIVES:**

1. Approve the actual amount of the contract for the FY 2014/15 Traffic Signal Program (Lincoln Way & Union Drive) Voltmer, Inc. of Decorah, Iowa in the amount of \$219,786.69.
2. Maintain the current amount of \$218,840.19 as previously approved by Council.

### **MANAGER'S RECOMMENDED ACTION:**

Due to a clerical error, the contract total presented to the City Council during a previous meeting was understated by \$946.50. In fairness to Voltmer, Inc., it is appropriate to correct this mistake and ask City Council to approve the corrected contract amount.

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

**COUNCIL ACTION FORM**

**SUBJECT:** PLAT OF SURVEY FOR 101, 105, 107 and 205 S. WILMOTH AVENUE

**BACKGROUND:**

The City's subdivision regulations are found in Chapter 23 of the Ames Municipal Code. These regulations include the process for creating or modifying property boundaries and for determining if any improvements are required in conjunction with the platting of property. The regulations also describe the process for combining existing platted lots or conveyance parcels in order to create a parcel for development purposes. A plat of survey is allowed by Section 23.309 as a boundary line adjustment for purpose of consolidating parcels.

**This plat of survey is for a proposed consolidation of four existing parcels for a combined total lot area of 8.91 acres.** (Attachment A Location Map). The property at 101 S. Wilmoth is the site of a single-family home which was converted to a 4 unit apartment building. The properties at 105 and 107 S. Wilmoth are two-family residential structures and 205 S. Wilmoth (Parcel M) is a large vacant parcel which was formerly the middle school athletic field. It is intended that the three existing structures will be demolished to allow for the construction of a new mixed-use and residential apartment development. The four parcels have recently been rezoned to the Residential High Density zoning district.

**Based on the Zoning Code, only residential apartment buildings are permitted to have more than one structure on a lot. In this case, one building (101 S. Wilmoth) is considered an apartment building, while the other two are considered two-family structures by definition, therefore at minimum, two of the three structures must be demolished prior to recording of the Plat of Survey to avoid creating any non-conforming structures. In this circumstance, the property owner has agreed to let the Police Department use the three structures for training exercises and wishes to delay their demolition. To allow this activity and to meet the zoning limitations on the number of buildings, staff has required that the structures be made uninhabitable through the abandonment of the utilities. The Inspections Division has visually verified that the water and sewer connections to the structures have been abandoned for all three structures, therefore making the structures uninhabitable.**

Boundary line adjustments do not trigger additional infrastructure improvements, unless partial infrastructure improvements existing and are required to be extend across a property. The proposed parcel meets the requirements of having complete infrastructure along Lincoln Way and Wilmoth as outlined in the Subdivision Code and does not trigger further extension of infrastructure. **Although there is a planned bikeway facility along the south property line of this site, since it is not currently present, the bikeway**

**improvement or dedication is not required with the boundary line adjustment.** The development or future subdivision of the property will trigger additional infrastructure improvement requirements.

Approval of this plat of survey will allow the applicant to prepare the official plat of survey and submit it to the Planning and Housing Director for review. The Director will sign the plat of survey confirming that it fully conforms to all conditions of approval. The prepared plat of survey may then be signed by the surveyor, who will submit it for recording in the office of the County Recorder.

**ALTERNATIVES:**

1. The City Council can adopt the resolution approving the proposed plat of survey.
2. The City Council can deny the proposed plat of survey if the City Council finds that the requirements for plats of survey as described in Section 23.308 have not been satisfied.
3. The City Council can refer this back to staff and/or the owner for additional information.

**MANAGER'S RECOMMENDED ACTION:**

The result of the proposed plat of survey will be creation of the "Enlarged North Parcel" as referred to in the 2015 Settlement Agreement for development of these properties. Combining the parcels was at the option of the property owner in the settlement agreement. **Staff has determined that the proposed plat of survey satisfies all code requirements for a boundary line adjustment of existing lots and has made a preliminary decision of approval.**

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby adopting the resolution approving the proposed plat of survey.

**ADDENDUM**  
**PLAT OF SURVEY FOR 101, 105, 107, AND 205 S. WILMOTH AVENUE**

Application for a proposed plat of survey has been submitted for:

- ☐ Conveyance parcel (per Section 23.307)
- ☒ Boundary line adjustment (per Section 23.309)
- ☐ Re-plat to correct error (per Section 23.310)
- ☐ Auditor's plat (per Code of Iowa Section 354.15)

The site is located at:

Owners: Breckenridge Group Ames Iowa, LLC

Existing Street Addresses: 101, 105, 107 and 205 S. Wilmoth Avenue

Assessor's Parcel #: 0908225040, 0908225050, 0908225060, and  
0908225020

**New Legal Description:**

Survey Description-Parcel 'P': Parcel M in Lots 5-13, Block 1 in Garden Subdivision and part of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter, as shown on the Plat of Survey filed on May 22, 2014 in Slide 483, Page 4, AND Lots 1-3. Block 1 in said Garden Subdivision, all in Section 8, Township 83 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa. and all being more particularly described as follows: Beginning at the Northeast Corner of said Lot 1; thence S00°20'56"E, 612.09 feet along the West line of S. Wilmoth Avenue to a point on the North line of the South 16.00 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 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 49.99 feet to the Southwest Corner of said Lot 3 thence N00°10'35"W 169.34 feet to the Northwest Corner of said Lot 1: thence S88°48'12"E, 140.15 feet to the point of beginning. Containing 8.91 acres.

**Public Improvements:**

The preliminary decision of the Planning Director finds that approval requires all public improvements associated with and required for the proposed plat of survey be:

- ☐ Installed prior to creation and recordation of the official plat of survey and prior to issuance of zoning or building permits.
- ☐ Delayed, subject to an improvement guarantee as described in Section 23.409.
- ☒ Not Applicable.

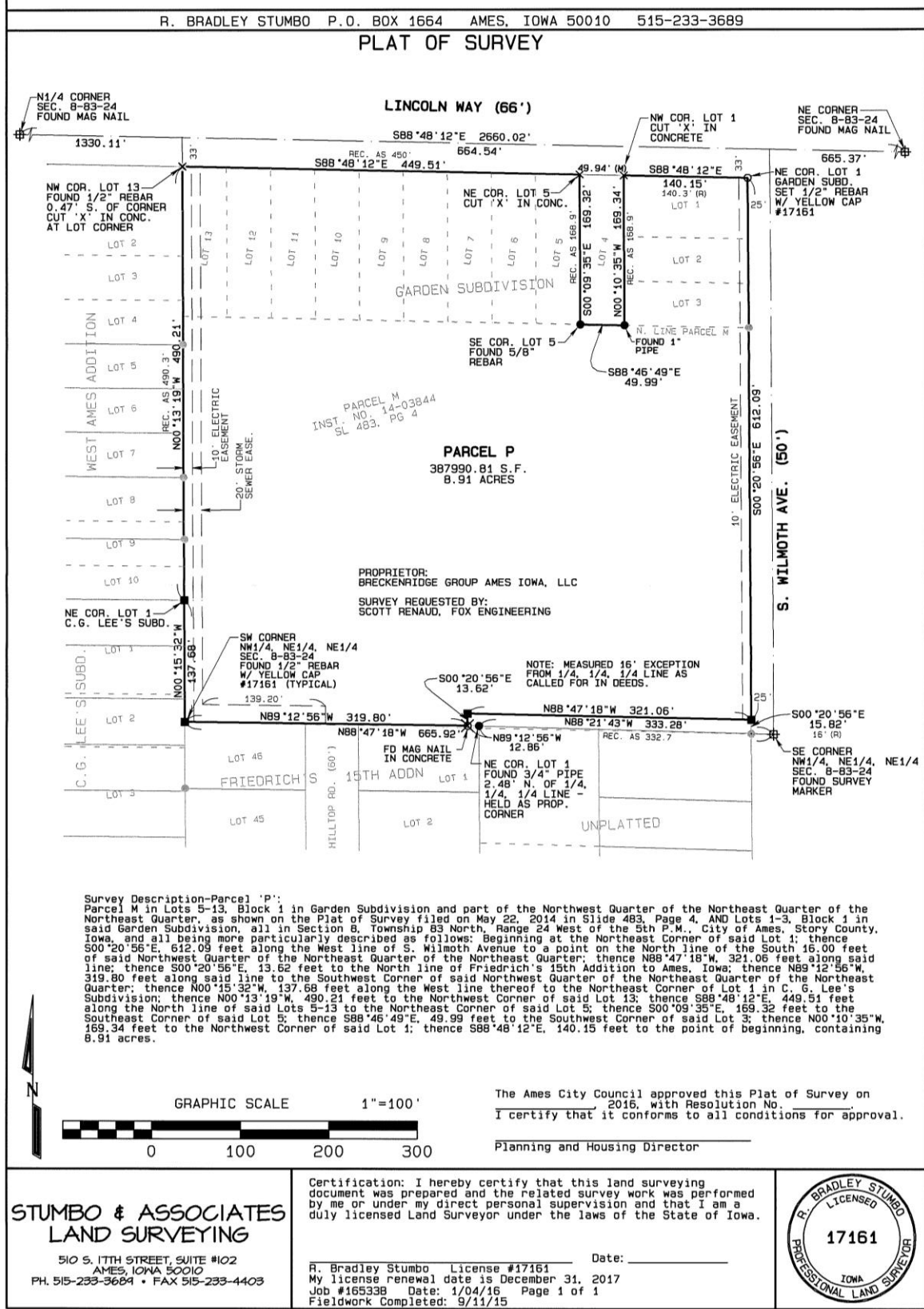
Note: The official plat of survey is not recognized as a binding plat of survey for permitting purposes until a copy of the signed and recorded plat of survey is filed with the Ames City Clerk's office and a digital image in Adobe PDF format has been submitted to the Planning & Housing Department.

## ATTACHMENT A: LOCATION MAP



**Location Map  
101, 105, 107 and  
205 S. wilmoth Avenue**

# ATTACHMENT B: PROPOSED PLAT OF SURVEY



January 12, 2016

Honorable Mayor and Council Members  
City of Ames  
Ames, Iowa 50010

Ladies and Gentlemen:

I hereby certify that the utilities, curb and gutter, and asphalt paving required as a condition for approval of the final plat of **Northridge Heights, 16<sup>th</sup> Addition** have been completed in an acceptable manner by **Ames Trenching & Excavating of Ames, IA and Manatts, Inc. of Ames, IA**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$4,650**. The remaining work covered by this financial security is for pedestrian sidewalk ramps.

Sincerely,



John C. Joiner, P.E.  
Director

JJ/jc

cc: Finance, Contractor, Construction Supervisor, PW Senior Clerk, Planning & Housing,  
Subdivision file

Northridge Heights, 16<sup>th</sup> Addition

January 12, 2016

Page 2

Description	Unit	Quantity
Class 13 Excavation	CY	93000
Sub-grade Preparation	SY	5710
Sanitary Sewer Main, 8"	LF	1459
Sanitary Sewer Stub, 4"	EA	25
15" RCP, CL III	LF	607
18" Storm Sewer, CL III	LF	108
18" Gasketed RCP, CL III	LF	59
18" Storm Sewer (In 24" Steel Casing, Tunneled in Place)	LF	140
18" Storm Sewer Unclassified	LF	460
24" RCP, CL III	LF	366
36" RCP, CL III	LF	1292
42" RCP, CL III	LF	70
18" RCP Apron	EA	1
18" Unclassified Apron	EA	1
42" RCP Apron	EA	1
Subdrain, Perforated, 4"	LF	1934
Footing Drain Collector, 6"	LF	519
Footing Drain Cleanout, 6"	EA	3
Subdrain Outlets	EA	4
Storm Sewer Service Stub, PVC, 1.5"	EA	25
8" Water Main	LF	1268
12" Water Main	LF	360
8", 11.25 Degree MJ Bend	EA	6
8", 22.5 Degree MJ Bend	EA	5
12"x8" MJ Cross	EA	1
Water Service Stub, 1"	EA	25
Valve, MJ, Gate, 8"	EA	2
Valve, MJ, Gate, 12"	EA	2
Hydrant and Hydrant Run	EA	4
Remove and Relocate Temporary Hydrant and Hydrant Run	EA	1
Remove Temporary Hydrant and Hydrant Run	EA	2
Manhole, SW-301, 48"	EA	6
Manhole, SW-301, 48" (Storm)	EA	3
Manhole, SW-401, 60"	EA	1
Manhole, SW-401, 72"	EA	2
Manhole, SW-401, 84"	EA	1
Intake, SW-501	EA	5
Intake, SW-503	EA	8
Intake, SW-505	EA	1
Intake, SW-506	EA	1
30" PCC Curb and Gutter	LF	2950
Pavement, HMA, 8"	SY	2935
Pavement, HMA, 9.5"	SY	1300
Sidewalk PCC, 6"	SY	50
Detectible Warning	SF	90
Conventional Seeding, Fertilizing, and Mulching	AC	35
Filter Sock	LF	3500
Silt Fence-Install, Maint. & Removal	LF	3500
Stabilized Construction Entrance	EA	2
Rip Rap, Class D	TN	70
Erosion Control Mulching, Conventional	AC	35



**Public Works Department**  
515 Clark Avenue, Ames, Iowa 50010  
Phone 515-239-5160 ♦ Fax 515-239-5404

23

January 12, 2016

Honorable Mayor and Council Members  
City of Ames  
Ames, Iowa 50010

Ladies and Gentlemen:

I hereby certify that the erosion control (seeding) required as a condition for approval of the final plat of **Northridge Heights 17<sup>th</sup> Addition** have been completed in an acceptable manner by **Ames Trenching and Excavating of Ames, IA and Manatts, Inc of Ames, IA**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$52,536.00**. The remaining work covered by this financial security includes installation of the final asphalt surfacing, pedestrian ramps and walks, final adjustment of utility features and erosion control.

Sincerely,

John C. Joiner, P.E.  
Director

JJ/jc

cc: Finance, Contractor, Construction Supervisor, PW Senior Clerk, Planning & Housing,  
Subdivision file

Northridge Heights 17<sup>th</sup> Addition

January 12, 2016

Page 2

Description	Unit	Quantity
Excavation Class 13	CY	5,000
Subgrade Prep	SY	5,920
Sanitary Sewer Gravity Main, Trenched 8"	LF	1,459
Sanitary Sewer Service Stub 4"	EA	25
Storm Sewer, Trenched, RCP Class III, 15"	LF	879
Storm Sewer, Trenched, RCP Class III, 18"	LF	472
Storm Sewer, Trenched, RCP Class III, 24"	LF	546
Storm Sewer, Trenched, RCP Class III, 30"	LF	174
Footing Drain Collector, 6"	LF	1,185
Footing Drain Cleanout, 6"	EA	5
Subdrain Outlet, 6"	EA	4
Sump Service Stub, 1.5"	EA	25
Water Main, 8"	LF	1,585
Water Main, 12"	LF	197
8" 11.25 Deg Bend	EA	4
8" 22.5 Deg Bend	EA	1
12"x8" MJ Cross	EA	1
12"x8" MJ Tee	EA	1
Water Service Stub, 1"	EA	25
Valve, MJ, Gate, 8"	EA	4
Valve, MJ, Gate, 12"	EA	1
Fire Hydrant Assembly	EA	6
Remove/Relocate Temporary Fire Hydrant Assembly	EA	2
Temporary Fire Hydrant Assembly	EA	1
Sanitary Manhole, SW-301, 48"	EA	6
Storm Manhole, SW-401, 48"	EA	5
Storm Manhole, SW-401, 60"	EA	1
Intake, SW-501	EA	3
Intake, with Manhole, SW-503	EA	9
Intake, SW-505	EA	2
Intake, SW-506	EA	2
Intake, SW-512 18"	EA	1
PCC Curb and Gutter, 30"	LF	3,230
Pavement, HMA, 8"	SY	3,200
Pavement, HMA 9.5"	SY	1,110
Pedestrian Ramps, PCC, 6"	SY	68
Detectable Warning Panels	SF	120
Seeding, Type 1, Fertilizing and Mulch	AC	9
Filter Socks	LF	250
Silt Fence	LF	3,000
Stabilized Construction Entrance	EA	1
Inlet Protection	EA	13



**Public Works Department**  
515 Clark Avenue, Ames, Iowa 50010  
Phone 515-239-5160 ♦ Fax 515-239-5404

24

January 12, 2016

Honorable Mayor and Council Members  
City of Ames  
Ames, Iowa 50010

Ladies and Gentlemen:

I hereby certify that the sanitary sewer, storm sewer, subgrade preparation, curb & gutter and asphalt base installation, required as a condition for approval of the final plat of **Scenic Valley, 1<sup>st</sup> Addition** have been completed in an acceptable manner by **Ames Trenching and Excavating of Ames, IA and Manatts Inc. of Ames, IA**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$116,365.00**. The remaining work covered by this financial security includes the installation of asphalt surface paving, pedestrian ramps and walks, final adjustment of utility features, and erosion control.

Sincerely,

John C. Joiner, P.E.  
Director

JJ/jc

cc: Finance, Contractor, Construction Supervisor, PW Senior Clerk, Planning & Housing,  
Subdivision file

Scenic Valley 1<sup>st</sup> Addition

January 12, 2016

Page 2

Description	Unit	Quantity
CLEARING AND GRUBBING	LS	1
EXCAVATION, CLASS 13	CY	93,000
SUBGRADE PREPARATION, 12"	SY	9,870
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	EA	1737
SANITARY SEWER, TRENCHED, PVC, 12"	EA	1220
SANITARY SEWER SERVICE STUB, 4-INCH, PVC	EA	42
STORM SEWER, TRENCHED, RCP CLASS III, 15-INCH	LF	1879
STORM SEWER, TRENCHED, GASKETED RCP CLASS III, 15-INCH	LF	89
STORM SEWER, TRENCHED, RCP CLASS III, 18-INCH	LF	705
STORM SEWER, TRENCHED, RCP CLASS III, 24-INCH	LF	254
STORM SEWER, TRENCHED, RCP CLASS III, 30-INCH	LF	107
STORM SEWER, TRENCHED, RCP CLASS III, 42-INCH	LF	182
PIPE APRON, RCP, 15", CLASS III	EA	4
PIPE APRON, RCP, 18", CLASS III	EA	3
PIPE APRON, RCP, 24", CLASS III	EA	1
PIPE APRON, RCP, 30", CLASS III	EA	2
PIPE APRON, RCP, 42", CLASS III	EA	2
SUBDRAIN, PERFORATED, 4-INCH	LF	2550
FOOTING DRAIN COLLECTOR, 6-INCH	LF	552
FOOTING DRAIN CLEANOUT, 6-INCH	EA	3
SUBDRAIN CLEANOUT, 4"	EA	6
FOOTING DRAIN OUTLET AND CONNECTION, 6-INCH	EA	3
STORM SEWER SERVICE STUB, 1.5 INCH, PVC	EA	42
WATER MAIN, TRENCHED, 8-INCH	LF	3349
WATER MAIN, TRENCHLESS, 8-INCH	LF	128
8-INCH 11.25 DEGREE MJ BEND	EA	5
8-INCH 22.5 DEGREE MJ BEND	EA	1
8-INCH 45 DEGREE MJ BEND	EA	10
8-INCH x 8-INCH MJ CROSS	EA	1
8-INCH x 8-INCH MJ TEE	EA	2
WATER SERVICE STUB, CURB STOP & BOX, 1-INCH	EA	42
VALVE, MJ GATE, 8"	EA	13
FIRE HYDRANT ASSEMBLY (INCLUDES TEE, GATE VALVE, BOOT, 6"	EA	7
TEMPORARY BLOWOFF HYDRANT ASSEMBLY (INCLUDES 8"x6" MJ	EA	5
SANITARY MANHOLE, SW-301, 48"	EA	14
STORM MANHOLE, SW-301, 48"	EA	6
RISER INTAKE, 8-INCH	EA	7
INTAKE, SW-501	EA	8
INTAKE, SW-502, 60"	EA	2
INTAKE, SW-502, 72"	EA	1
INTAKE, SW-503	EA	7
INTAKE, SW-505	EA	4
INTAKE, SW-506	EA	3
INTAKE, SW-513	EA	1
CURB & GUTTER, 30-INCH	LF	5495
PAVEMENT, HMA, 8-INCH	SY	7118
SIDEWALK, PCC, 6"	SY	76
DETECTABLE WARNING	SF	136
SEEDING, TYPE 1 LAWN MIX	ACRE	40
RIP RAP, CLASS D	TON	500
SILT FENCE, INSTALL, MAINTAIN & REMOVE	LF	2000
STABILIZED CONSTRUCTION ENTRANCE	EA	1
INLET PROTECTION DEVICE, INSTALL, MAINTAIN & REMOVE	EA	25
EROSION CONTROL MULCHING, CONVENTIONAL	ACRE	40



**Public Works Department**  
515 Clark Avenue, Ames, Iowa 50010  
Phone 515-239-5160 ♦ Fax 515-239-5404

January 12, 2016

Honorable Mayor and Council Members  
City of Ames  
Ames, Iowa 50010

Ladies and Gentlemen:

I hereby certify that the public utility improvements, curb & gutter, and asphalt paving construction required as a condition for approval of the final plat of **Ames Middle School, Plat 3** have been completed in an acceptable manner by **H&W Contracting of Sioux Falls, SD**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards.

No financial security was required to be posted as a part of this final plat, however the Ames Community School District and City Council have agreed to share the cost of the installation of a 10' wide shared use path from the southern limits of the project, north to the existing shared use path crossing, on the east side of Dotson Drive. This construction, per the agreement, is required to be completed by July 1, 2016.

Sincerely,

John C. Joiner, P.E.  
Director

JJ/jc

cc: Finance, Contractor, Construction Supervisor, PW Senior Clerk, Planning & Housing,  
Subdivision file

Description	Unit	Quantity
MOBILIZATION	LS	1
TRAFFIC CONTROL & STAGING	LS	1
CONSTRUCTION STAKING	LS	1
CLEARING AND GRUBBING	LS	1
TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	3085
EXCAVATION, CLASS 10	CY	10534
SUBGRADE PREPARATION, 12"	SY	7565
TRENCH FOUNDATION	LF	257.7
REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	390.88
BOX CULVERT SPECIAL BACKFILL STONE, 1 ½" CLEAN	TON	135
MACADAM STONE	TON	105.44
EROSION STONE	TON	380.77
TRENCH COMPACTION TESTING	LS	1
STORM SEWER, TRENCHED, RCP, 12"	LF	29
STORM SEWER, TRENCHED, RCP, 15"	LF	1014
STORM SEWER, TRENCHED, RCP, 18"	LF	261
SANITARY SEWER, 8"	LF	1220
CONNECT TO EXISTING	EA	2
WATER MAIN, TRENCHED, PVC OR DIP, 8"	LF	146
WATER MAIN, TRENCHED, PVC OR DIP, 12"	LF	1710
GATE VALVE, 8"	EA	1
GATE VALVE, 12"	EA	2
FIRE HYDRANT ASSEMBLY, WM-201	EA	3
INTAKE, SW-501	EA	4
INTAKE, SW-503	EA	6
INTAKE, SW-506	EA	1
PRECAST CONCRETE BOX CULVERT, DOUBLE 8'X8'	LF	114
SECTION DOUBLE, 8'X8'	EA	2
SANITARY SEWER MANHOLE, 48" DIAMETER	EA	7
DROP CONNECTION FOR SANITARY SEWER MANHOLE	EA	1
ADJUST EXISTING STRUCTURE	EA	1
PAVING, MAINLINE, 8" PCC OR 10" HMA	SY	6321.18
PCC PAVEMENT SAMPLES AND TESTING	LS	1
REMOVAL OF PAVEMENT	SY	390
SIDEWALK, PCC, 5"	SY	1865
TRAIL, PCC, 5"	SY	312.5
CURB RAMP AND COMMON PAD	SY	63

DETECTABLE WARNING	SF	101
PEDESTRIAN FACILITY CONSTRUCTION SURVEY AND STAKING	LS	1
PAINTED PAVEMENT MARKING, TAPE	STA	44
PAINTED SYMBOLS AND LENGENDS, TAPE	EA	6
SIGNING	LS	1
SIGNALLED PEDESTRIAN CROSS, RRFB	LS	1
4" PVC CONDUIT, TRENCHED	LF	1950
2" PVC CONDUIT, TRENCHED	LF	1800
1" PVC CONDUIT, TRENCHED	LF	180
HAND HOLE, PVC	EA	11
PULL BOX INSTALL, PROVIDED BY COA	EA	4
LIGHT POLE FOUNDATION	EA	11
RIP RAP, CLASS E REVETMENT	TON	409.12
CULVERT FENCE, BLACK VINYL, 6' HEIGHT	LF	150
TURF REINFORCEMENT MAT	SY	362
SILF FENCE, INSTALL AND REMOVE	LF	2075
SILT FENCE, CLEAN OUT	LF	2075
FILTER SOCK	LF	150
INTAKE PROTECTION, DROP-IN	EA	12
HYDRAULIC SEEDING, TYPE 1 SEEDING	ACRE	3
HYDRAULIC SEEDING, TYPE 5 SEEDING	ACRE	2

**COUNCIL ACTION FORM**

**SUBJECT:** LAND USE POLICY PLAN AMENDMENT OF FUTURE LAND USE MAP  
FOR 3535 S. 530<sup>th</sup> AVENUE

**BACKGROUND:**

On August 25, 2015, the City Council considered a request by Hunziker Development Company LLC, to initiate an amendment to the Land Use Policy Plan (LUPP) Future Land Use Map, and directed that a “Minor Amendment” process be followed for an LUPP amendment. The subject property includes approximately 20 acres, and was recently approved for voluntary annexation into Ames, on July 14, 2015. The land is located west of University Boulevard (S. 530<sup>th</sup> Avenue) and the ISU Research Park, and south of the Wessex apartment development (*See Attachment A – Location Map*).

The designation of the property is currently Village/Suburban Residential, as is the case with newly annexed land. (*see Attachment B – Existing Land Use Designation*). Lands to the south, east, and west of the site are still in the County and not part of the City of Ames, but are shown to be part of the Southwest Growth Area. All of these properties would have the same Village/Suburban Residential land use designation at the time of future annexation into the City. Property north of the site is the Wessex Apartments that were developed as a medium density Planned Unit Development of approximately 12 units per net acre. The existing uses abutting the site or either open areas or large lot rural residential homes.

**The applicant requests a change in the land use designation of approximately 50% of gross site area of the property from Village/Suburban Residential to High-Density Residential in order to ultimately rezone the site to Residential High Density (RH) for multi-family housing (See Attachment C).** The remainder of the site would be Village/Suburban Residential with the intent by the developer to seek FS-RM zoning. Cottonwood Road would extend through the north end of the site and connect to University Boulevard. An additional public street circulating to the south would also be planned for the property at the time of development.

The density range allowed with Village/Suburban Residential is 3.75 to 22 units per acre, whereas High Density allows between 11 and 38.56 units per acre. **As noted by the developer in his letter(see Attachment E – Applicant Letter to City Council, dated July 24, 2015), the zoning regulations (units per building) of FS-RM versus RH are what have motivated the request for the LUPP amendment more than the allowable density associated with each land use designation.** The developer wishes to have the option to construct apartment buildings in a variety of sizes, ranging from 8- to 12-unit structures in the Village/Suburban Residential portion of the site, to 36-unit structures in the High Density Residential portion. The 36-unit buildings could only

occur within a PRD zoning district with a Major Site Plan approval, or under the desired RH zoning.

The developer originally applied for 100% of the site as Residential High Density. Since the Planning and Zoning Commission meeting in November, the developer has revised their request for High-Density Residential to approximately 50% of the site as described above. The letter provided (*see Attachment F – Applicant Letter for Revised Proposal*) explains that **the developer is modifying their initial request to bring it more in line with staff's recommendation to the Planning and Zoning Commission.** Staff previously had recommended that the whole site should not be designated High Density Residential and that a medium-density transition area was needed to the west for future compatibility with low-density development anticipated to the west. Staff did not anticipate that future low-density development would be proposed to the east as it was situated near the ISU Research Park and would warrant consideration of a high level of use.

Much of the discussion for this proposed amendment is about the building types and development pattern rather than the maximizing the density of this specific site. There are distinct differences in apartment development between the FS-RM zoning associated with Village Suburban Residential and the requested High Density designation. Apartment dwellings are limited in the FS-RM zone to no more than 12 units in each structure and a four-story height limit. FS-RM has this requirement to match standard RM zoning and to be a comparable zoning choice with Village Residential zoning. Additionally, apartment development within Village Suburban Residential designation has a City Council Major Site Development Plan requirement that does not exist for standard RH zoning.

The FS-RM standards are meant to implement the LUPP's vision for transitions in density and compatibility of development with single-family home development in New Lands Areas. High Density zoning was not described in the LUPP as a category for development in New Lands. Examples of FS-RM apartment complexes include Ringgenberg in south Ames and Grayhawk in north Ames. Examples of New Lands areas converted to RH are the apartment developments along Mortensen and South Dakota.

### **RH Site Evaluation Tool**

In January, the City Council asked that each apartment development request include an assessment with the RH Site evaluation tool. (*see Attachment G – RH Site Evaluation Tool*) With this LUPP Amendment request there is minimal detail available to complete the checklist for the overall site. Additionally, it is different than the three previous High Density LUPP requests that were changes from a commercial to a residential designation. Council has not previously discussed how to apply the tool when a request is a change from one type of residential to another type of residential.

Staff approached the checklist as comparing the proposed high density development to the allowed medium density apartments of FS-RM, rather than in isolation as a new residential area changing from a different use. This made answers to questions

regarding Housing Type and Design rank as low, since the City has already planned for the site to be residential and it accommodates multi-family with more specific standards than in the proposed RH designation. However, it did rank fairly well for Location and Surroundings because it is located in an area planned for residential development, there is an existing park, and near a substantial employment area. In terms of transportation, University is being rebuilt at this time and includes shared use paths. Transit service is somewhat limited in frequency.

### **Land Use Analysis and Capacity**

Analysis of the request contemplates the suitability of the specific site for the proposed residential use and ability of the City to serve the site. A full analysis of the LUPP Amendment is included in the attached addendum. The primary issues are how high density development can be accomplished in a manner consistent with providing housing variety and meeting the design objectives of appropriate transitions to future low density development planned around the subject site.

Development of the site will extend Cottonwood Road as a neighborhood collector street through the site and connect to University Avenue. At a minimum provision for a north south public street through the site would also be needed. Prior to any rezoning of the site, a trip generation estimate and analysis of potential transportation impacts would be needed.

### **Planning and Zoning Commission Recommendation**

The Planning and Zoning Commission held a public hearing on November 11, 2015 for the proposed High Density Residential LUPP Amendment for the site. Three members of the public spoke and were concerned about the intensity of development and whether there is a need for apartments in the south part of Ames. Comments also were received about how larger apartment buildings would be allowed under RH and how incompatible they would be with the surroundings. **Although staff recommended to the Commission options for re-designating only part of the site for RH, the Commission voted 4-2 to recommend that the City Council deny the request for High Density for any part of this property.**

### **ALTERNATIVES:**

1. The City Council can approve an amendment to the LUPP Future Land Use Map to change the land use designation of approximately 50% of the gross site area for the property located at 3535 S. 530<sup>th</sup> Avenue, from Village/Suburban Residential to High-Density Residential, as depicted in **Attachment C**.

*Council would choose this alternative if it supports allowing for a wider range of multi-family housing types for the property than permitted under Village/Suburban Residential, including larger apartment buildings, but is interested in a transitional land use along the west property line.*

2. The City Council can deny the proposed amendment to the LUPP Future Land Use Map to change the land use designation of approximately 50% of the gross

site area for the property located at 3535 S. 530<sup>th</sup> Avenue, from Village/Suburban Residential to High-Density Residential, as depicted in **Attachment C**.

*Council would choose this alternative if it believes the site should remain as Village/Suburban Residential in support of lower intensity of building sizes and potentially greater compatibility with its surroundings.*

3. The City Council can refer this request back to staff or the applicant for more information, prior to forwarding a recommendation to City Council.

### **CITY MANAGER RECOMMENDATION:**

Most Residential High Density LUPP Amendments have not been for changes to New Lands within designated Growth Areas, but instead have been infill conversion of commercial lands. The subject request is the first New Lands RH area discussion in the past ten years, since the City granted high density zoning along Mortenson/South Dakota. The City has seen mostly single-family home construction in its New Lands areas, which has been consistent with the LUPP expectation that approximately 80% of New Lands would be single family and 20% of development as medium density apartments.

**In this instance, staff believes that providing for housing opportunities and multi-family housing options is desirable and appropriate for the City. Development that supports housing types aimed towards smaller household sizes and workforce housing is specifically important to the City.**

The issue for deciding which land use designation for the site is the most appropriate, centers on how compatible the character and appearance of the development will be in relation to the surrounding development (both existing and future). If FS-RM zoning is applied to the land, as would be the case for the existing Village/Suburban Residential land use designation, townhouses and apartment dwellings of a much smaller scale would be constructed than would be the case if the land use designation is High-Density Residential, with a corresponding zoning designation of RH.

Staff believes that the remaining land area between this site and Cedar Lane should be expected to be single-family homes as needed for housing supply for the City in the long term. **Developing this property with apartments would meet a near term need for multi-family housing options, but must be done in manner that supports single-family development to the east and would not be viewed as a negative towards development of single-family homes in the future. Staff also believes that areas to the east of this property, along University and near the ISU Research Park, may be able to support a different use than the current rural residential homes that are there today and has not focused on land use transitions to the east.** At the time of rezoning and site development, issues of location and orientation can be considered in relation to the existing neighbors.

**It is the recommendation of the City Manager that the City Council approve Alternative #1** with approximately 50% of the site designated for Residential High Density as depicted on Exhibit C, with the remaining area of the property designated as Village/Suburban Residential.

## **ADDENDUM:**

On September 8, 2015, the applicant submitted a formal application for a Land Use Policy Plan (LUPP) Future Land Use Map Change. The Developer has provided statements indicating why he believes this request is supported by the Land Use Policy Plan Goals and Policies. Please review this separate document (*see Attachment H – Developer’s Narrative*). Responses to questions in the application indicate that the Developer has drafted various concept plans for the site, and intends to develop the site with apartment units constructed in a variety of building sizes on approximately 16 net acres of land. **Although no concept plan was included with the application for the LUPP Amendment, staff agrees this would be near the realistic maximum development potential of the property with a typical approach to construction, which is buildings that do not exceed four stories.**

The Goals and Objectives of the LUPP guide all of the other elements of the Plan. They can be found in Chapter One: Planning Base on pages 18-27 of the Plan.

**The Developer has provided an analysis of how the proposed change in the LUPP Future Land Use Map is consistent with LUPP Goals No. 1 through 10. (*see Attachment H*).** Based on that analysis, the proposed amendment could reasonably be considered consistent with the applicable goals of the LUPP.

The LUPP Goal that staff believes Goals 4, 5, and 6 are all relevant to the request, but the most consequential to the proposed land use change is Goal No. 4, which reads as follows:

*Goal No. 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 further the goal of the community to assure a more healthy, safe and attractive environment.*

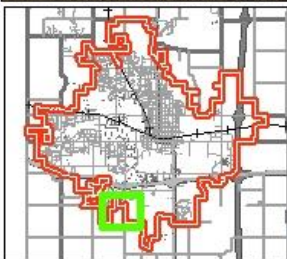
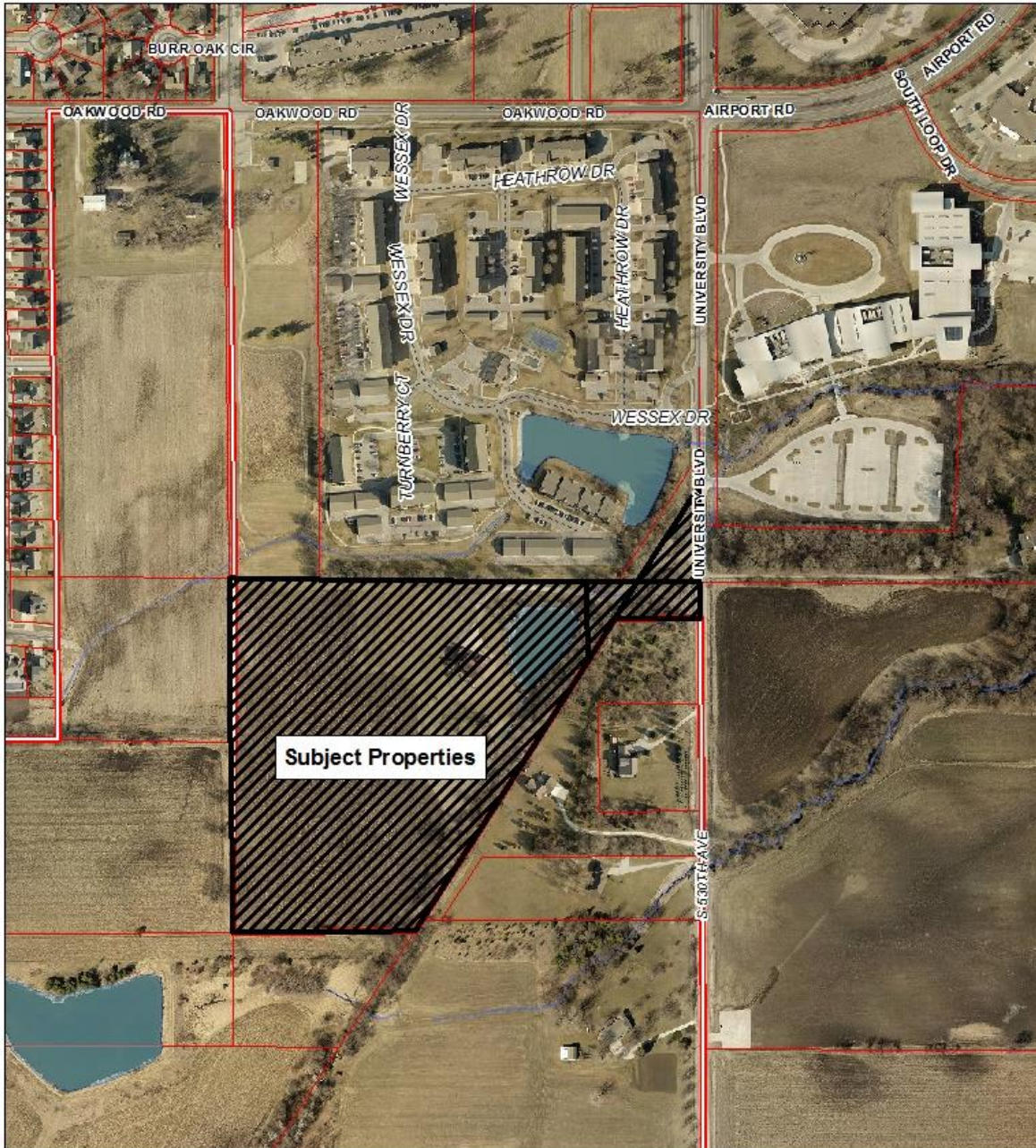
Staff Comments: The differences between FS-RM and RH zoning in the development standards for the number of units per building and the building height open up the options for changing the character of the development such that it is more likely to be compatible with the surrounding neighborhood as FS-RM than an RH. In addition, the process for approval of development in the FS-RM requires noticed hearings and approval by the City Council of a Major Site Development Plan, whereas RH requires only a staff approval. Staff believes that RH can be supported as providing housing options when part of the site is maintained as Village/Suburban Residential.

**Land Use Policy Plan (LUPP) New Lands Policy Options.** “New Lands” include all of the areas designated in the Ames Urban Fringe Plan as Urban Services Area, including the subject property. The characteristics and expectations for the development of New Lands, once annexed into the city are addressed in the LUPP, and are summarized as follows:

- Create a sense of place and connectivity;
- Distinct and generally homogeneous land uses;;
- Generally singular/homogenous use (single-family, two-family, multi-family or manufactured housing;
- Improved pedestrian scale but orientation focused on vehicular mobility;
- Improved connectivity through street design, mid-block crosswalks on long blocks and connections to school facilities, parks, and open space facilities where possible.
- Multi-family development should be developed in the form of clusters and not continuous strips along designated transit corridors, and should include the required provision of transit stops with shelter facilities for transit riders.
- Sidewalks on both sides of all streets, walks and bicycle connections to school facilities, parks, open space, and other pedestrian and bicycle linkages to the rest of the city;
- Public and/or private park and open space amenities to accommodate the higher density and concentration of people that will result from Suburban Residential development;
- Development design features that fully protect designated environmentally sensitive areas.
- Where different uses of land are adjacent to each other, sufficient landscaped buffers should be installed to create an effective edge between different land use densities:
  - Coniferous and deciduous trees and shrubs creating a generally opaque screen;
  - Earthen berms with landscape features designed to soften the land use transition; and,
  - Public or private park and open space facilities that create a sufficient buffer and separation between different land uses.

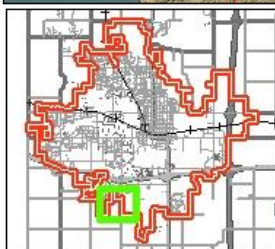
**“FS-RM” (Suburban Residential Medium Density Residential) and “RH” (Residential High Density Zone Development Standards).** For the portion of the property proposed for designation as High Density Residential, the corresponding zoning designation would be “RH” (High Density Residential). The Village/Suburban Residential land use designation corresponds to the “FS-RM” (Suburban Residential Medium Density Residential) zone. A comparison of the development standards and uses for the two zones reveals that the most significant differences are in the number of units allowed per building, and the maximum building height allowed and the open space and landscaping requirements. In the FS-RM zone, a maximum of 12 units are allowed in each apartment dwelling. In the RH zone, there is no limit on the number of units allowed in each apartment dwelling. The maximum height of buildings allowed in the FS-RM zone is 12 feet to the midpoint of the roof, 15 feet to the ridge. In the RH zone, the maximum height of buildings is 100 feet, or 9 stories, whichever is lower. FS zoning also requires a minimum of 10% of a site as open space for beneficial use by residents.

## Attachment A – Location Map



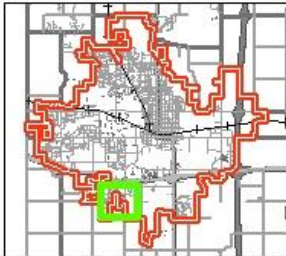
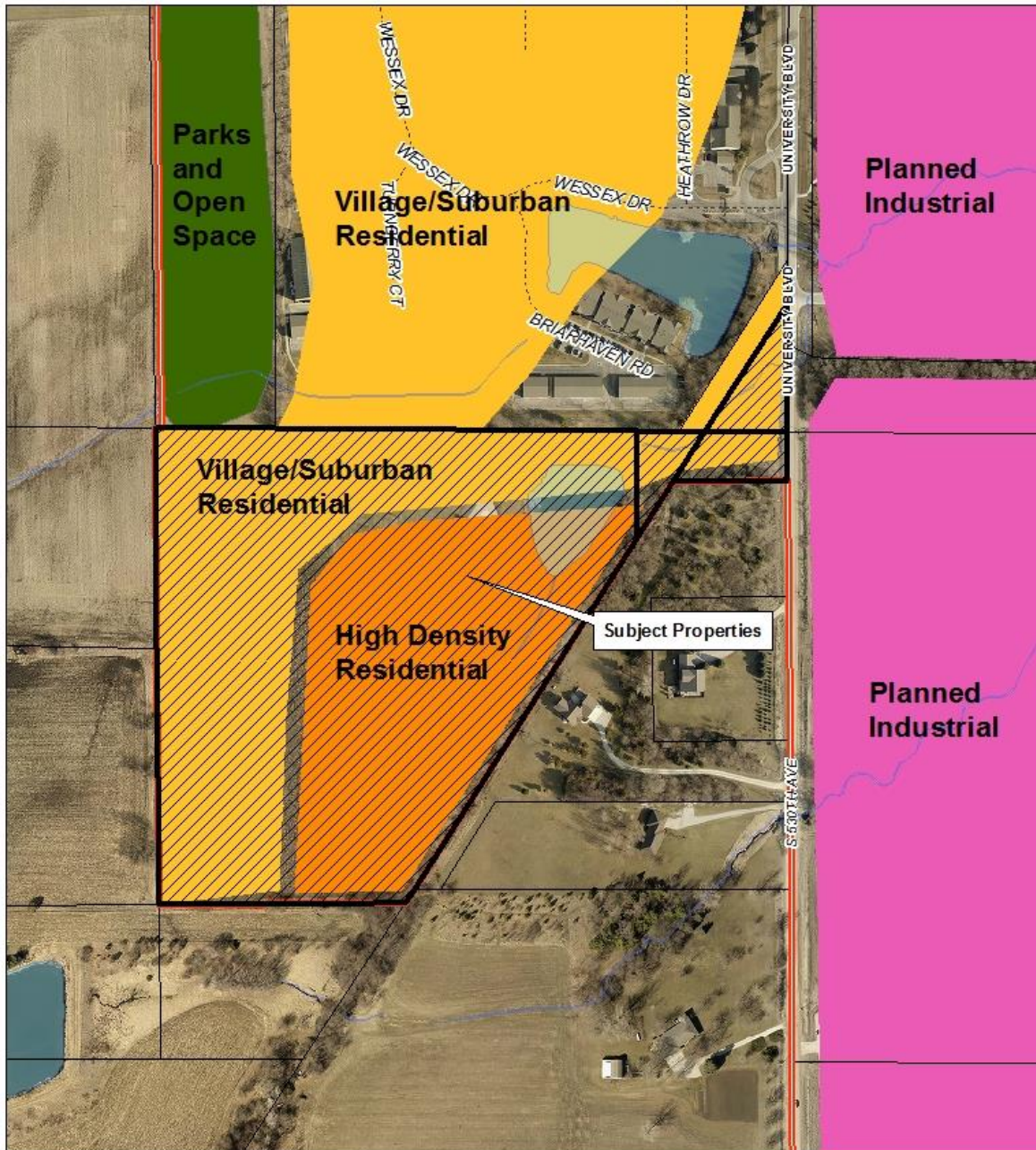
**Location Map**  
**3535 S. 530th Avenue**

**Attachment B**  
**Existing Land Use Designation**



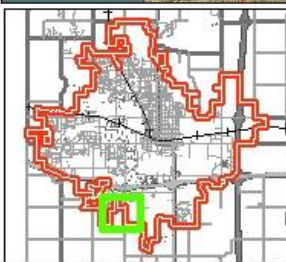
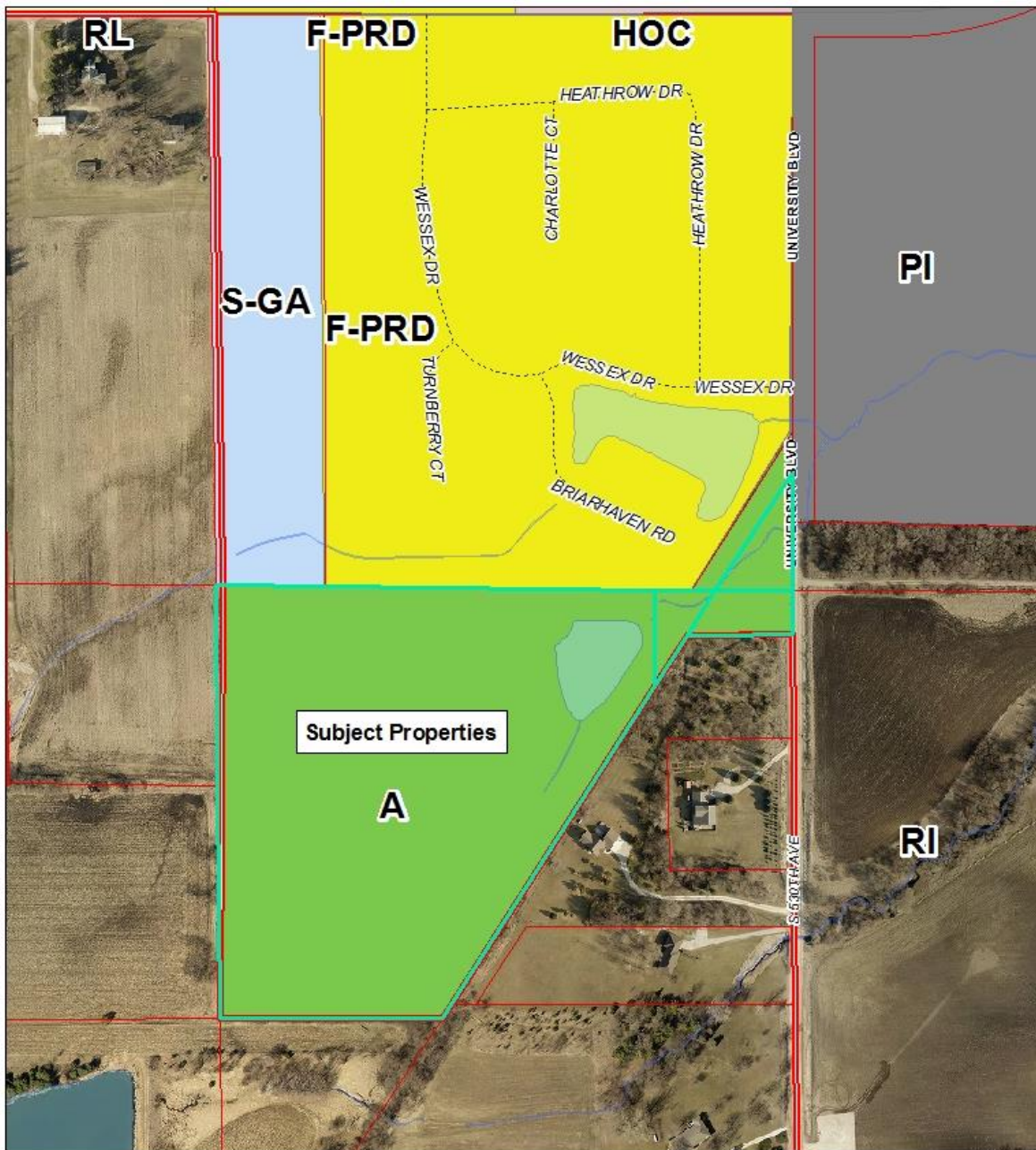
**Existing LUPP Map**  
**3535 S. 530th Avenue**

**Attachment C**  
**Proposed Land Use Designation**



**Proposed LUPP Map**  
**3535 S. 530th Avenue**

Attachment D  
Existing Zoning Designation



Existing Zoning Map  
3535 S. 530th Avenue

**Attachment E**  
**Applicant Letter to City Council – July 24, 2015**

Date: July 24, 2015

To: Honorable Mayor and city council

From: Chuck Winkleblack, Hunziker Companies

RE: LUPP minor amendment

Honorable Mayor and council,

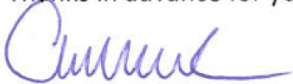
Hunziker Development Company has been working on developing a piece of land on the Southern edge of town (formerly known as the Reyes property). I believe that the Xenia water agreements are going to be on your agenda for action on the July 28 agenda. The council recently approved the annexation of the property and subsequently the non-consenting portion of the annexation became a voluntary annexation therefore avoiding the state development board.

Having those 2 things behind us we would like to move towards the zoning and platting of the site. We met with the planning director this morning and he indicated that we needed to ask for an amendment to the LUPP for this to be considered for (RH) high density zoning. We believe that there will be strong housing demands going forward with the research park expansion. This area is well suited for a higher density development of varying types and sizes.

We need to clarify the zoning before we can finalize plans and layouts for this project. Our goal would be to hopefully move dirt yet this fall. We believe that this change is a minor amendment to the LUPP. We met with most of the home owners along 530<sup>th</sup> Ave and feel that they are supportive of our goals and intentions for the area. One of our affiliated companies owns the property to the North (Wessex) and they are supportive of the change in zoning. The biggest reason for the change from FS/RM-RL is that those zoning classifications don't allow anything larger than 12 unit structures to be built. To efficiently and effectively develop that land it needs to have some larger buildings on it.

I urge you to send this back to staff to bring back to you in the form of a minor LUPP amendment. We have been working with this property for a long time and feel this will be a great help to our housing stock in close proximity to the research park.

Thanks in advance for your consideration



Chuck Winkleblack, Hunziker companies

**Attachment F**  
**Applicant Letter for Revised Proposal**

Date: December 31, 2015

To: Honorable Mayor and Ames City Council

From: Justin Dodge, Hunziker Companies

Re: LUPP minor amendment for 3535 S. 530<sup>th</sup> Ave (University Ave)

Honorable Mayor and City Council,

Hunziker Development Company previously requested a change to the LUPP for a multi-family project we are starting to develop called Village Park (formerly known as the Reyes property), a 20-acre site South of Wessex apartment complex and West of the ISU Research Park. This housing project will be designed and constructed to appeal to the demographics of the ISU Research Park employees.

Hunziker Development Company would like to modify our initial request to bring it more in line with staff's recommendation to the planning and zoning commission.

Planning and Housing staff is recommending that approximately 1/3<sup>rd</sup> of the Western portion of the property be designated FS-RM rather than RH. Our intention would be for the land to the North of the Cottonwood extension and the land to the West of the North/South road be FS-RM to facilitate the desired transition into the future proposed single-family zoning to the West. The new request for the RH designation would be limited to approximately 9 acres on the Southeast side of the property. With these changes, we believe the City achieves their goals while we are able to achieve our goals for the project. We have attached a map to illustrate our revised request.

It is our intention to host a neighborhood meeting to prior to rezoning to receive input from the surrounding property owners.

I ask for your support for this revised LUPP amendment. This project will bring the much needed housing to this demographic which will be rapidly expanding to meet the needs of the ISU Research Park.

Thanks in advance for your consideration



Justin Dodge, Hunziker Companies

## Attachment G RH Site Evaluation Tool

RH Site Evaluation Matrix	Project Consistency		
	High	Average	Low
<b>Location/Surroundings</b>			
Integrates into an existing neighborhood with appropriate interfaces and transitions High=part of a neighborhood, no significant physical barriers, includes transitions; Average=adjacent to neighborhood, some physical barriers, minor transitions; Low=separated from an residential existing area, physical barriers, no transitions available		X	
Located near daily services and amenities (school, park ,variety of commercial) High=Walk 10 minutes to range of service; Average=10 to 20 minutes to range of service; Low= Walk in excess of 20 minutes to range of service. *Parks and Recreation has specific service objectives for park proximity to residential			X
Creates new neighborhood, not an isolated project (If not part of neighborhood, Does it create a critical mass or identifiable place, support to provide more services?)		X	
Located near employment centers or ISU Campus (High=10 minute bike/walk or 5 minute drive; Average is 20 minute walk or 15 minute drive; Low= exceeds 15 minute drive or no walkability)	X		
<b>Site</b>			
Contains no substantial natural features on the site (woodlands, wetlands, waterways)		X	
Located outside of the Floodway Fringe	X		
Separated adequately from adjacent noise, business operations, air quality (trains, highways, industrial uses, airport approach)		X	
Ability to preserve or sustain natural features		X	
<b>Housing Types and Design</b>			
Needed housing or building type or variety of housing types		X	
Architectural interest and character			X
Site design for landscape buffering			X
Includes affordable housing (Low and Moderate Income))			X
<b>Transportation</b>			

Adjacent to CyRide line to employment/campus High=majority of site is 1/8 miles walk from bus stop; Average= majority of site 1/4 mile walk from bus stop; Low= majority of site exceeds 1/4 miles walk from bus stop.		×	
CyRide service has adequate schedule and capacity High=seating capacity at peak times with schedule for full service Average=seating capacity at peak times with limited schedule Low=either no capacity for peak trips or schedule does not provide reliable service			×
Pedestrian and Bike path or lanes with connectivity to neighborhood or commute	×		
Roadway capacity and intersection operations (existing and planned at LOS C)	×		
Site access and safety		×	
<b>Public Utilities/Services</b>			
Adequate storm, water, sewer capacity for intensification High=infrastructure in place with high capacity Average=infrastructure located nearby, developer obligation to extend and serve Low=system capacity is low, major extension needed or requires unplanned city participation in cost.	×		
Consistent with emergency response goals High=Fire average response time less than 3 minutes Average=Fire average response time within 3-5 minutes Low=Fire average response time exceeds 5 minutes, or projected substantial increase in service calls		×	
<b>Investment/Catalyst</b>			
Support prior City sponsored neighborhood/district investments or sub-area planning			×
Creates character/identity/sense of place			×
Encourages economic development or diversification of retail commercial (Mixed Use Development)			×

**Attachment H  
Developer's Narrative (Page 1)**

## Village Park Subdivision Land Use Policy Plan (LUPP) Map Change

---

**1. Explain the consistency of this proposal with the goals and policies set forth in the Land Use Policy Plan.**

**Goal 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 preference. It is the further goal of the community to manage its growth so that it is more sustainable, predictable and assures quality of life.

The development of this property for residential use is consistent with the City's objective to manage a population base of 60,000-62,000. Additional land will be needed to allow for residential growth and designating this property for residential use will help to do that. This residential subdivision would be completed in phases, allowing for the systematic and sustainable addition of lots to the market.

**Goal 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.

Designating this property for residential use is consistent with the City's objective to provide additional developable land while concentrating on the annexation and development of new areas. The types of residential housing planned are consistent and compatible with existing residential housing adjacent to this site while preserving nearby natural resources. The former railroad bed adjacent to the site is planned to become a shared-use trail, while the green space along the trail will be incorporated into open space and storm water management features of the proposed development.

**Goal 3** - It is the goal of Ames to assure that Ames 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.

The development of this property is consistent with the City's objectives to provide biodiversity through the inclusion of plant and animal habitats and to maintain and enhance the value of its water resources. The higher density of the proposed residential development also provides to increase the City's population within a concentrated footprint, minimizing impacts to existing ecological systems.

## **Attachment H Developer's Narrative (Page 2)**

**Goal 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 further the goal of the community to assure a more healthy, safe and attractive environment.

The development of this property is consistent with the City's objectives. The property is adjacent to other existing and proposed residential areas. This area will be connected to other residential areas, commercial areas, and recreational areas by way of the existing and proposed system of roadways, sidewalks, and trails.

**Goal 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.

The development of this property is consistent with the City's objectives to have the real costs of development borne by the initiating agent when it occurs outside of priority areas for growth and the desire to integrate its planning with that of Story County. The costs of infrastructure within the residential development will be paid by the developer.

**Goal 6** - It is a goal of Ames to increase the supply of housing and to provide a wider range of housing choices.

The development of this project is consistent with the City's objectives. Concept plans for the residential development have included multi-family and high density apartment lots. The conceptual layouts have included a variety of bedroom options to appeal to the ISU Research Park employees.

**Goal 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 methods of transportation.

The development of this project is consistent with the City's objectives. Concept plans for the residential development have included a network of local streets that will connect to existing collector/arterial streets, sidewalks, and trails. The development will make use of an already existing roadway (S. 530th Ave./University Blvd.) as its major access. It's expected that this development will provide housing opportunities for employees of the expanded ISU Research Park. Due to location and proximity to the Research Park, it's likely that many residents will walk or bike to work.

**Goal 8** - It is the goal of Ames to enhance the role of Downtown as a community focal point.

The development of this project is consistent with the City's objectives in that it does not propose any uses or activities that would duplicate those activities and services offered by the Downtown, which might diminish the role of Downtown as a community focal point.

## **Attachment H Developer's Narrative (Page 3)**

**Goal 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.

The development of this project is consistent with the City's objectives in that availability of housing choices is key to promoting opportunities for some employers. Higher density residential development will require less land to provide a greater number of housing units. Storm water management facilities and green space buffers will help to reduce impacts of the development.

**Goal 10** - It is the goal of Ames to maintain and enhance its cultural heritage.

The development of this project is consistent with the City's objectives. The proposed development is not planned to negatively impact architecturally significant structures or archaeologically significant resources.

**2. Demonstrate why the LUPP Map designation for this property should be changed. Explain why the site cannot be reasonably developed under the current designation.**

This property has been outside the City of Ames' Corporate Limits. When annexed, the property was assigned the "Village/Suburban Residential" LUPP designation. We ask that the LUPP Map be amended to classify this property as a mix of "Suburban Residential Medium Density" and "High Density Residential" which will allow for larger, multi-family residential buildings, some of which would not be allowed under the current designation.

**3. Determine if there is a lack of developable property in the City, which has the same designation as that proposed. If not, explain the need for expanding the amount of land included in the designation proposed for this property.**

Chapter 1, "Planning Base" of the Land Use Policy Plan states... "A previous study estimated there are approximately 240 net developable acres remaining in the City for residential development. This can accommodate housing for about 3,000 persons. This is insufficient to meet any but the lowest population projections for Ames within the current City limits." It goes on to identify "... an additional 219 to 1,284 acres of residential land will be needed to accommodate the 2030 projected population." This property (approximately 20 acres gross), is only a fraction of the residential land that is needed to meet population projections.

**4. As a result of this action, will there be an adverse impact on:**

**a. Other undeveloped property in the designation proposed for this site?**

No. This property, along with others, will be needed in order to provide the area of residential land needed to meet population projections.

**b. Other developed property in the designation proposed for this site, which may be subject to redevelopment/rehabilitation?**

## **Attachment H Developer's Narrative (Page 4)**

No. This property, along with others, will be needed in order to provide the area of residential land needed to meet population projections.

**5. Demonstrate that the new designation of the site would be in the public interest. What is the public need or community benefit?**

Designating this area as "High Density Residential" and "Suburban Residential Medium Density" will provide for orderly residential growth, with development following City of Ames Standards. There continues to be a demand for multi-family/young professional housing in Ames. This development will provide needed housing for the expanding ISU Research Park and anticipated employee growth.

**6. What impact will the proposed change have upon the following:**

**a. Transportation**

An internal street network will be designed for the subdivision and constructed by the Developer. Local streets will connect to existing collector/arterial streets and will be designed to City of Ames standards. Primary access to this area will be provided by S. 530th Avenue, which is currently being reconstructed to serve the ISU Research Park. Scenarios, including development of this area as a residential subdivision, have been included in previous modeling completed as part of the City's Long Range Transportation Plan.

**b. Sanitary Sewer**

Sanitary sewers within the subdivision will be designed to City of Ames standards, and be constructed by the Developer. Sanitary sewer is being constructed along University Boulevard as part of the ISU Research Park expansion.

**c. Water**

Water mains within the subdivision will be designed to City of Ames standards, and be constructed by the Developer. Water main is being constructed along University Boulevard as part of the ISU Research Park expansion.

**d. Storm Sewer**

Initial concepts for storm water management include preserving natural drainage features along the former railroad right-of-way and minimizing storm sewers. A network of grassed waterways within open spaces is planned to reduce peak runoff and improve water quality of storm discharges.

**e. Housing and Employment**

Currently there is one house on the site that will be removed. Concept layouts for the proposed subdivision have included approximately 16 acres (net) for medium and high density multi-family development. Based on densities in similar developments, this could result in approximately 275 dwelling units and 550 residents. Proposed expansion to the ISU Research Park will create additional need for these types of housing choices.

**COUNCIL ACTION FORM**

**SUBJECT: DEMOLITION OF GREEK HOUSE AT 138 GRAY AVENUE**

**BACKGROUND:**

Acacia fraternity is seeking approval to demolish their existing Greek house in order to construct a new fraternity. The current house at 138 Gray Avenue was constructed in 1920 and has been a fraternity on and off again over its existence. A location map can be found in Attachment A and a picture of the existing house can be found in Attachment B. The zoning of the property is High Density Residential (RH). In addition, it has the East University Impacted Area Overlay District (O-UIE). **This overlay requires City Council approval prior to demolition of any structure currently or formerly used by a “Greek” organization.** Section 29.1110 (O-UIE) describes the process and submittal requirements for obtaining demolition approval from the City Council. A portion of that section can be found in Attachment C.

The Acacia house currently accommodates 29 of its membership of 45 men. A larger number of their members wish to live in the house so the Corporate Board of the Acacians seeks to demolish the structure and build another one to accommodate 43 members and to improve the common and amenity space of the house. The existing Acacia house is one of the smallest Greek houses in terms of number of beds. Acacia is also the one of the smallest fraternities in terms of total members, based on the figures from 2014 Greek Parking Study. If a new house were to be built, it would remain in the smallest quintile in terms of numbers of beds.

The Corporate Board of the Acacians, represented by their contact person, Michael Stott of Stott, Barrientos & Associates Architects, has provided the documentation required. Required documentation includes costs estimates and an approved site development plan application. The applicant’s submittal is found in Attachment D, while a complete review of the criteria can be found in the Addendum. At this time the site development plan has been submitted to staff for approval. Council is not required to approve the replacement development site plan. **The property owners are requesting approval for demolition of their current house with a condition that they will not proceed with the demolition until they receive site plan approval. This is the same approach that was approved by the City Council for two prior requests of demolition of Greek houses.**

The applicant asserts the following points in support of their request to demolish and rebuild:

- remodeling and expansion (by adding another floor) of the existing structure would still not provide the capacity (36 members) that the Board desires (43 members),
- An expanded building would still not provide the amenity space (study areas, dining areas, project workspace, and storage areas),

- Additional parking to accommodate the new residents is not possible due to the orientation of the existing footprint of the building, and
- A remodeled house would remain a relatively energy inefficient building.

By contrast, a new structure would increase the capacity to 43 residents, provide study areas separate from sleeping areas, have a dining room with a capacity of 50, allow an increase in parking spaces, and be more energy efficient.

**To approve demolition of a fraternity home, Council must find the request is consistent with Section 29.110 (2)b:**

“The structure cannot be used for the original intended purpose and/or no alternative reasonable use can be identified and the property owner can show evidence that an economic hardship will be created if the structure cannot be removed.”

Section 29.110 (2)c describes the finding of economic hardship to include “Denial of a demolition request has deprived, or will deprive, the owner of the property of reasonable use of, or economic return on, the property.”

A formal evaluation of the remodel and addition option described by the applicant has not been done with Staff. From staff’s assessment of the site, it appears there is an opportunity for an addition to the existing structure. The addition would trigger parking requirements to meet the new need related to the addition, but it may be possible to reuse the current non-conforming parking spaces in their current configuration to support an addition. Staff also notes that under the remodel and addition option, the property would likely be eligible for property tax abatement on the new improvements.

With prior requests for demolition, Council has approved demolition contingent upon site plan approval and submittal to the City of building permit plans. There has also been a condition that prior to demolition, the property owners provide verification of the financial feasibility of building the proposed replacement project to ensure there is no speculative demolition that occurs without assurance of the replacement building being constructed.

### **ALTERNATIVES:**

1. The City Council can approve the request for demolition of the Greek residence at 138 Gray Avenue with the conditions that:
  - a. A minor site development plan is approved by the Director of Planning and Housing before a demolition permit is issued.
  - b. An application for a building permit consistent with the building elevations and floor plans submitted with the minor site development plan as represented by Exhibit E is submitted before a demolition permit is issued.

- c. Approval of the demolition request is valid the for life of the minor site development plan permit SDP-15-44 approval. *(This is for two years with a one year extension)*
  - d. Proof of financing for the construction of the new structure submitted for review and acceptance by the Planning and Housing Director. *(this would likely be a letter or loan document from a financial institution that is willing to make a loan on the construction of the project.)*
- 2. The City Council can approve the request for demolition of the Greek residence at 138 Gray Avenue without conditions.
  - 3. The City Council can deny the request for demolition of the Greek residence at 138 Gray Avenue if it finds that the criteria of Section 29.1110 (2) (c) are not satisfied.
  - 4. The City Council can defer action on this request and refer it back to City staff and/or the applicant for additional information within the next 30 days.

#### **CITY MANAGER'S RECOMMENDATION:**

The Greek neighborhood adds value to the community by, among other things, its distinct and diverse architecture and as a desirable housing option for students at Iowa State University. The East University Impacted Area Overlay District was created to preserve the existing Greek houses to the greatest extent possible in recognition of these valuable traits. If new construction occurs in the O-UIE, the City has established minimum design criteria that are intended to promote compatibility with the existing distinct and diverse architecture.

More than a dozen Greek homes have been renovated in order to improve safety and meet the needs of today's students. This has been a response to the trend of increased Greek membership and to preserve and improve the neighborhood. At least three Greek houses have been demolished in recent years—two houses (Delta Tau Delta at 2121 Sunset Drive and Sigma Chi at 2136 Lincoln Way) in order to construct new, larger homes for the increased Greek population and one (129 Ash Avenue) in order to allow the construction of a parking ramp for a church.

Acacia is one of the smallest Greek houses associated with Iowa State University and many members have expressed a desire to live in the house. The Board of the Acacians has provided evidence that it believes meets the zoning criteria for demolition and has proposed a new Greek house on the same site as the current building.

In staff's view of the criteria, the applicant is focused on whether reasonable use of the property is afforded to them if they cannot expand on site with a new building. As with other fraternities, there has been an interest in reinvestment to continue to be competitive in maintaining membership. Cost comparison of the two options shows the new building option to be more expensive, but in the applicant's view it has greater value for the property in the long term and that the remodel and addition option is not viable for meeting their desired membership needs. The applicant believes they have demonstrated that, as a Greek Organization that wants to maintain a fraternity on the

property that they own, that the only economical and reasonable use of the land is to allow for demolition of the existing home.

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

## ADDENDUM

Ames *Municipal Code* Section 29.1110(2)(b) criterion and staff's summary of information provided by the applicant.

29.1110 (2)(b) The structure cannot be used for the original intended purpose and or no alternative reasonable use can be identified and the property owner can show evidence that an economic hardship will be created if the structure cannot be removed. To prove economic hardship, the applicant shall submit where appropriate to the applicant's proposal, the following information to be considered.

- (i) *Estimate of the cost of the proposed demolition*
  - \$100,000
- (ii) *Estimate of any additional cost that would be incurred to rehabilitate the building for the intended use.*
  - \$2,111,000. This cost is detailed on the fourth page of Attachment C
  - The architect states that this is the greatest amount of improvements that can be done to the existing structure. It provides space for only 36 residents, not the desired 43.
  - Staff notes that the remodeling of the existing structure may be eligible for a 100 percent exemption of the increased value of the structure for three years or a partial exemption for up to 10 years. Assuming the rehabilitation costs translate to an equivalent increase in value, the value of the exemption would be \$37,854 for each of the three years (\$113,561 total).
- (iii) *A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure or structures on the property and their suitability for rehabilitation. (This shall be required only when the applicant's proposal is based on an argument of structural soundness.)*
  - Architect's letter indicates that the demolition proposal is not based on structural soundness.
- (iv) *Estimated market value of the property in its current condition; after completion of demolition; after any changes recommended by the City Council; and after renovation of the existing property for continued use.*
  - No estimated market value is available but staff has, in the past, used the assessed value information from the City Assessor as a proxy for market value. The 2015 assessed value of the property is \$523,300, with \$226,400 of that in the value of land and \$296,900 in improvements. Note that the Acacians bought the property for \$850,000 in 2000.

- The construction cost estimate for rehabilitation is \$2,111,000 for a 36 bedroom house, the value after rehabilitation is assumed to be the existing value plus improvements for a total of approximately \$2,634,000. Staff calculates the value of the remodeled home to be approximately \$73,000 per bedroom or in the context of the addition \$300,000 per new bedroom added.
  - The construction cost estimate for demolition of the existing and new construction is \$3,616,000. This is assumed to be the assessed value of the project. The per bedroom value of the new home would be approximately \$84,000 and a comparison of net increase of 14 beds it would be \$258,000.
  - Neither construction cost estimate includes architect fees, permit fees, or other soft costs.
- (v) *An estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.*
- Architect Michael Stott has provided the following statement:

**ECONOMIC FEASIBILITY OF REHABILITATION OR REUSE OF THE EXISTING STRUCTURE**

As noted above, the anticipated cost of making improvements to the existing structure exceeds \$2 million. However, the more salient point is the fact that remodeling and expansion of the existing structure would yield results that do not come close to meeting the stated priorities and basic student needs of ACACIA, nor does it address the basic needs of today's modern fraternity house in general. In fact, the existing structure, in its current location and orientation on the site prohibits meaningful expansion of the existing parking and the structure itself.

Based upon review and evaluation of the two options, the Corporate Board of The Acacians along with their alumni members have determined that OPTION A is not a feasible course of action since it does not address the needs of the Iowa State chapter either short or long term. If the physical housing needs of the fraternity are not addressed it will continue to create a financial hardship by making it more and more difficult to attract new members to the fraternity. Furthermore, given the fact that keeping and remodeling the old house would not produce the results needed, any dollars spent on such an endeavor would be wasted.

However, among the Corporate Board of The Acacians, there is strong and unanimous support for removing the existing structure, and building a new house on the existing site that will address the modern housing needs of today's fraternity. As presently designed, the new facility on the existing site will also provide much improved study and project workspace areas to its members. In regard to the aforementioned priorities of leadership and academic excellence, these key improvements are vital to the success of ACACIA and is its mission here at Iowa State.

Given the issues presented we sincerely believe that the only viable course of action for ACACIA is the demolition of the existing structure in order to allow for a new facility that will improve not only conditions for the fraternity, but will also have a very positive impact on the neighborhood and the Greek community.

- (vi) *Amount paid for the property, the date of purchase, and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.*

- The current structure was built as the Acacia house in 1920. At some point in the past, it was sold and its use was an apartment house. The current Greek organization has owned the property since 2000 after purchasing it for \$850,000
- (vii) *If the property is income-producing, the annual gross income from the property for the previous two years; itemized operating and maintenance expenses for the previous two years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period.*
- The second page of Harold Zarr's letter (page 17 of this report) provides the last two years of revenues and expenses.
- (viii) *Remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two years.*
- The mortgage balance is \$137,066 as of July 31, 2015.
- (ix) *All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing, or ownership of the property.*
- Not applicable.
- (x) *Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two years.*
- Has not been for sale.
- (xi) *Assessed value of the property according to the most recent assessments.*
- The 2013 assessed value of the property is \$523,300, with \$226,400 of that in the value of land.
- (xii) *Real estate taxes for the previous two years.*
- 2014 taxes payable in September 2015 and March 2016 are \$9,402.
- (xiii) *Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other.*
- Not-for-profit corporation registered with the Iowa Secretary of State.
- (xiv) *Approval of a minor site development plan and architectural drawings as meeting the requirements of subsection (3) through (6) below and all other applicable standards of the City of Ames.*

- **A minor site development plan and architectural drawings (elevations and floor plans) have been submitted. Staff has reviewed them and anticipates that they will meet all the standards of the City and will subsequently be approved.**
- The City Council is not asked to approve the site development plan—the zoning ordinance gives that responsibility to the Director of Planning and Housing. However, staff is including a site plan and an artist's rendition of the proposed new house for the Council's information in Attachment E.

## ATTACHMENT A: 138 GRAY AVENUE LOCATION



**ATTACHMENT B: 138 GRAY AVENUE EXISTING HOUSE**



## **ATTACHMENT C: SECTION 29.1110 (2) [EXCERPTS]**

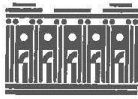
(2) **Demolition.** Demolition of existing structures shall be strictly prohibited except in the instance of meeting either subsection (a) or (b) below:

- (a) The owner can provide evidence that the structure was never used by “Greek” organizations as housing for students.
- (b) The structure cannot be used for the original intended purpose and/or no alternative reasonable use can be identified and the property owner can show evidence that an economic hardship will be created if the structure cannot be removed. To prove economic hardship, the applicant shall submit where appropriate to the applicant's proposal, the following information to be considered.

- (i) Estimate of the cost of the proposed demolition,
- (ii) Estimate of any additional cost that would be incurred to rehabilitate the building for the intended use.
- (iii) A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure or structures on the property and their suitability for rehabilitation. (This shall be required only when the applicant's proposal is based on an argument of structural soundness.)
- (iv) Estimated market value of the property in its current condition; after completion of demolition; after any changes recommended by the City Council; and after renovation of the existing property for continued use.
- (v) An estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.
- (vi) Amount paid for the property, the date of purchase, and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.
- (vii) If the property is income-producing, the annual gross income from the property for the previous two years; itemized operating and maintenance expenses for the previous two years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period.
- (viii) Remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two years.
- (ix) All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing, or ownership of the property.
- (x) Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two years.
- (xi) Assessed value of the property according to the most recent assessments.
- (xii) Real estate taxes for the previous two years.
- (xiii) Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other.
- (xiii) Approval of a minor site development plan and architectural drawings as meeting the requirements of subsection (3) through (6) below and all other applicable standards of the City of Ames.

(c) Determination of Economic Hardship. The City Council shall review all the evidence and information required of an applicant and make a determination whether the denial of a demolition permit has deprived, or will deprive, the owner of the property of reasonable use of, or economic return on, the property. After reviewing the evidence, the Council may deny the application, may approve demolition, or may table the application for a Demolition Permit for a period of time not to exceed 30 days. The 30-day period will permit an opportunity for other alternatives to be evaluated. If a suitable alternative is not presented to the Council within the 30-day period, the Demolition Permit shall be issued.

## ATTACHMENT D: APPLICANT'S SUBMITTAL



**SB&A**  
ARCHITECTS  
1421 South Bell Avenue  
Suite 101  
Ames, Iowa 50010  
tel 515.232.8447  
fax 515.232.9521

18 November 2015

Mr. Charlie Kuester  
Planner, Department of Planning and Housing  
City of Ames  
515 Clark Street  
Ames, IA 50010

### RE: PROPOSED DEMOLITION OF EXISTING ACACIA FRATERNITY HOUSE

Dear Mr. Charlie Kuester,

The Corporate Board of the Acacians, the not-for-profit ownership entity of the Iowa State Chapter of ACACIA Fraternity chapter house, has determined that their current structure located in Ames, is no longer suited to meet the educational and living needs of undergraduate students today and in the future. This letter will address the process that the alumni board has gone through to determine the most prudent course of action to address, not only their needs for growth, but also to modernize and improve the quality of life conditions for study and academic achievement for which they are known. Leadership and academic excellence are two of the top priorities for ACACIA. These are the driving factors behind the need for the construction of a new chapter house.

#### THE EXISTING HOUSE

Currently, the structure, built in 1920 that houses ACACIA Fraternity accommodates twenty-nine men on four levels. The basement of the house is utilized for mechanical systems, some storage, a small theater and recreation room as well as two "enhanced-suite style study/sleeping rooms" housing five residents.

The main floor includes a foyer, the chapter room, a four season sun porch, small galley kitchen, some limited storage and three sleeping/study rooms with two beds in each room. The main entry foyer inside the front door house has been recently renovated and is very stately, yet comfortable. A main staircase accesses the upper levels. The chapter meeting room also functions as a dining room, study space and project work area. A large porch at the main entrance to the house welcomes visitors and is one of the favorite features of the home as expressed by the men who live there.

The upper levels contain narrow corridors and sleeping/study rooms. The second floor has no common area, but houses up to fourteen residents. The third floor, which is a half story, houses four residents including the chapter president and his roommate. A small library/lounge is located at the top of the stairs and is a favorite place for both group and individual studying.

The capacity of the current structure is twenty-nine residents. More members have expressed a desire to live in the home if space were available for living as well as additional space for study, group projects and meeting space. On average, the chapter's overall membership annually is approximately forty-five undergraduate members. The remaining members live and study on or off campus, and come to the house primarily for social events or meetings. Many of the men in the home study in their bedrooms if there is no quiet space available in the common areas of the house.

[www.sbaarchitecture.com](http://www.sbaarchitecture.com)

The house is in excellent condition. It has been well maintained and renovated from time to time over the years. The residents take pride in, and exceptional care of the facility. The condition of the current house further underscores the quality of the men that are attracted to, and join ACACIA Fraternity.

#### **REQUIREMENTS OF THE PROPOSED PROJECT**

The Iowa State Chapter of ACACIA Fraternity has been growing steadily in recent years. Many have expressed the desire to live in the house. However, space is limited, causing many members to live elsewhere in housing on or off campus. Leadership and academic excellence are hallmarks of the fraternity. As such, it has been determined by the alumni board of The ACACIANS that the following elements should be addressed in a major building project:

- 1) Increase the capacity of the house from 29 to 42 men
- 2) Modify sleeping areas into more modern suites that incorporate study areas
- 3) Provide larger study areas separate from sleeping areas
- 4) Provide a kitchenette on each floor for convenience
- 5) Provide some community space on each floor
- 6) Increase number of bathrooms to provide ratio of 4:1 (4 persons – 1 bathroom)
- 7) Increase the dining area to accommodate up to 50 individuals
- 8) Provide a chapter room to accommodate up to 50 individuals that is separate from the dining area
- 9) Provide meaningful workspace for student projects
- 10) Provide meaningful space for social interaction (ie. game room, media/presentation room, etc.)
- 11) Provide additional storage areas for residents

#### **EVALUATION**

We have studied and evaluated the existing house to determine how it might be expanded to meet the current requirements for ACACIA in an effort to maintain their standards of leadership and academic excellence that they have become known for across the country and at Iowa State University. The existing house has become a somewhat of a financial burden for the owner and the alumni. Recruiting and maintaining students has become increasingly difficult for the Iowa State ACACIA chapter in its current facility because many recruits desire to, but are unable to live in the house. Additionally, the current accommodations are not equal to those being offered by other fraternities in the Iowa State Greek community, and being able to participate in group social functions as well as academic programs is difficult.

Students today who are entering college demand more of their college living experience than was acceptable in the past. They expect privacy and are required to have access to electronic capabilities such as the internet and video webcasts. The communal dining experience at fraternities is one of the top expectations for students who become members of fraternities. Small, private restroom/shower facilities are much preferred to large ganged restrooms and showers.

In order to compete, these new campus housing environments need to accommodate flexibility in how they address space for studying, socializing and living. Student workspaces for projects are increasingly important along with private storage areas for personal items and bicycles.

The alumni base for ACACIA is strongly in support of developing a new house on the existing site, since it is evident that remodeling and adding to the existing structure will not come close to meeting the future needs and goals of the Iowa State ACACIA chapter. The cost of operating expenses also must be considered as a key factor in favor of new construction. Efficient energy resulting in lower energy costs has a major economic impact on operations.

Analysis by the Corporate Board of The Acacians has indicated a house size of 42 members is needed to keep the Iowa State chapter competitive in terms of housing costs and amenities with other fraternities, as well as being comparable with the living costs at the University and off-campus private housing providers.

#### **OPTION A – RENOVATE AND EXPAND THE EXISTING STRUCTURE**

**Advantages:**

- 1) Current house has been well cared for, and is in good condition.
- 2) Reap the benefits of mechanical and electrical improvements that have been made and remodeling that has been done over recent years
- 3) Though it is an older structure, many features of the house are very appealing to the men who reside there.
- 4) Slightly less overall project cost

**Disadvantages:**

- 1) Orientation of the existing structure limits the on-site parking capability
- 2) Orientation of the existing structure prohibits meaningful, efficient at-grade expansion, and thus limits expansion to the elimination of existing third floor (1/2 story) and addition of new, full- story third and fourth floors.
- 3) Limitations to the size of a proposed upper floors would allow only additional sleeping areas and not additional study areas.
- 4) Cannot meet the goals or requirement of a proposed project that will require significant fund-raising efforts. Net gain in occupancy would be seven (7), for a total occupancy of thirty-six (36) far short of the goal of forty-two (42).
- 5) Common areas could not be expanded, (ie, dining rooms, kitchen, etc.) to accommodate the increased occupancy.
- 6) Extensive renovation would be required of the existing structure to accommodate the structural loading that would result from the addition of a fourth floor
- 7) Existing spaces in the lower floors of the house would be impacted negatively by structural modifications required to accommodate the additional story.
- 8) The resulting costs/square foot of net additional space would be much higher due to the extensive modifications required in the existing structure.
- 9) Current structure lacks student project workspace
- 10) Current structure lacks resident storage areas
- 11) Less energy efficient
- 12) Existing mechanical systems can be costly to maintain.

#### **OPTION B – TEAR DOWN THE EXISTING HOUSE AND REPLACE WITH NEW CONSTRUCTION**

**Advantages:**

- 1) Increase the capacity of the house to forty-two (42) residents.
- 2) Provide larger sleeping quarters with study areas.
- 3) Provide bathrooms that can accommodate privacy for multiple users at a time
- 4) Provide multiple study areas separate from sleeping areas that accommodate both individual and group study
- 5) Provide a separate dining room that can accommodate up to fifty (50).

- 6) Provide a dedicated chapter room with a capacity of fifty (50) which can also be utilized as group study and guest speaker presentation space.
- 7) Provide student project workspace.
- 8) Expand recreation and media/presentation areas to accommodate additional residents.
- 9) Provide storage for both residents and fraternity.
- 10) Expand parking to accommodate up to 20 spaces.
- 11) Maximize the use of the site.
- 12) Opportunity to re-create the spaces in the existing house that are favorites of the residents
- 13) Opportunity to utilize historic fixtures and artifacts from the existing house in the design of the new house
- 14) More energy efficient
- 15) Able to meet all of the goals or requirements of the fraternity.

**Disadvantages:**

- 1) Higher overall construction cost

**COMPARISON OF ANTICIPATED CONSTRUCTION COSTS:**

**OPTION A – RENOVATE AND EXPAND EXISTING STRUCTURE**

Selective Demolition (Eliminate 3 <sup>rd</sup> story, and cut into existing construction on lower floors to accommodate additional columns/footings)	65,000
Protection of existing structure during demolition and construction	25,000
Structural modifications to foundation at walls	120,000
Parking lot improvements (12 spaces)	20,000
Add two stories (4,650 total sq. ft. @ ~\$340.00/S.F)	1,581,000
Add fire sprinkler	100,000
Add new egress stair	200,000
<b>TOTAL ANTICIPATED CONSTRUCTION COST – OPTION A</b>	<b>2,111,000</b>

**OPTION B – NEW CONSTRUCTION**

Demolition of existing house	\$100,000
Parking lot improvements	\$43,000
Add for “pervious” concrete paving (Storm Water Management and Water Quality)	\$46,000
New construction (16,318 total sq. ft. @ \$210.00/S.F.)	\$3,427,000
<b>TOTAL ANTICIPATED CONSTRUCTION COST – OPTION B</b>	<b>\$3,616,000</b>

**ECONOMIC FEASIBILITY OF REHABILITATION OR REUSE OF THE EXISTING STRUCTURE**

As noted above, the anticipated cost of making improvements to the existing structure exceeds \$2 million. However, the more salient point is the fact that remodeling and expansion of the existing structure would yield results that do not come close to meeting the stated priorities and basic student needs of ACACIA, nor does it address the basic needs of today's modern fraternity house in general. In fact, the existing structure, in its current location and orientation on the site prohibits meaningful expansion of the existing parking and the structure itself.

Based upon review and evaluation of the two options, the Corporate Board of The Acacians along with their alumni members have determined that OPTION A is not a feasible course of action since it does not address the needs of the Iowa State chapter either short or long term. If the physical housing needs of the fraternity are not addressed it will continue to create a financial hardship by making it more and more difficult to attract new members to the fraternity. Furthermore, given the fact that keeping and remodeling the old house would not produce the results needed, any dollars spent on such an endeavor would be wasted.

However, among the Corporate Board of The Acacians, there is strong and unanimous support for removing the existing structure, and building a new house on the existing site that will address the modern housing needs of today's fraternity. As presently designed, the new facility on the existing site will also provide much improved study and project workspace areas to its members. In regard to the aforementioned priorities of leadership and academic excellence, these key improvements are vital to the success of ACACIA and is its mission here at Iowa State.

Given the issues presented we sincerely believe that the only viable course of action for ACACIA is the demolition of the existing structure in order to allow for a new facility that will improve not only conditions for the fraternity, but will also have a very positive impact on the neighborhood and the Greek community.

If you have questions or require additional information, please reach me at 515-450-8254 (cell), or [mstott@sbaarchitecture.com](mailto:mstott@sbaarchitecture.com). Thank you.

Sincerely,



Michael T. Stott, AIA, Principal  
SB&A Architects LLC



## Corporate Board of The Acacians

*The Iowa State Chapter of Acacia Fraternity  
Fulfilling the mission of ACACIA -- Making Good Men Better!*

November 9, 2015

Harold D. Zarr Jr.  
Corporate Board President – The Acacians  
834 South East Michael Drive  
Ankeny, Iowa 50021-3671

Mr. Michael T. Stott, AIA  
SB&A Architects  
1421 South Bell Avenue, Suite 101  
Ames, Iowa 50010

Dear Mr. Stott:

I have compiled the information that you requested. All of the information is based on our Form 990 document that is filed with the Internal Revenue Service on an annual basis. I have included copies of our fiscal 2013 and 2014 forms with this document, as they are public documents open for the general public's inspection.

Here are the answers to your questions.

### 1. Property Information

Date of Purchase	July 31, 2000
Purchase Amount	\$850,000
Seller of Property	Susan M. Lasslia
Property Description	Lots 4 and f in Block 1 of College Hieghts Addition to Ames, Iowa
Relationship between Parties	none

### 2. Recent Appraisals

The property has not been appraised for its current value during the past two years. The last time it was appraised was at the time of purchase in year 2000.

The property has been owned and enhabited continuously since the time of purchase by members of Acacia Fraternity. It has not been offered for sale or rent to any third party during the past two years.

### 3. Form of Ownership

The property is owned by "The Acacians" which is the name of the alumni body of the Iowa State Chapter of Acacia Fraternity. The Acacians are registered as a not-for-profit organization with the Iowa Secretary of State. A set of the current Article of Incorporation and By-Laws were registered with the Iowa Secretary of State on June 13, 2014.

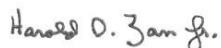
### 4. Revenue and Expenses on Property

The following data is based on fiscal year-end tax returns filed with the Internal Revenue Service for fiscal years 2014 and 2015. All financial data shown is as of July, 31, of the respective year.

	<u>July 31, 2014</u>	<u>July 31, 2015</u>
Gross Revenue	\$ 199,136	\$ 194,669
Itemized Expenses		
Depreciation	36,769	37,114
Utilities	23,119	18,983
Property taxes	8,956	9,182
Renovation and repair	10,691	6,995
Insurance	12,230	11,896
Miscellaneous	9,575	10,631
Interest expense	4,239	3,619
Alumni newsletter	3,833	2,983
Rush expense	2,099	4,807
Professional fees	1,985	15,537
Food expense	30,959	31,976
Dues and operating fees	11,238	13,974
Social events	7,222	7,806
Greek Week	2,035	2,270
Storage	<u>856</u>	<u>876</u>
Net Income	\$ <u>33,330</u>	\$ <u>16,020</u>
Mortgage Balance	\$ <u>163,367</u>	\$ <u>137,066</u>
Assessed Value	\$ <u>523,300</u>	\$ <u>523,300</u>

If you need to contact me for further information, my contact information is provided below. Take care and best wishes.

Fraternally,



Harold D. Zarr Jr.

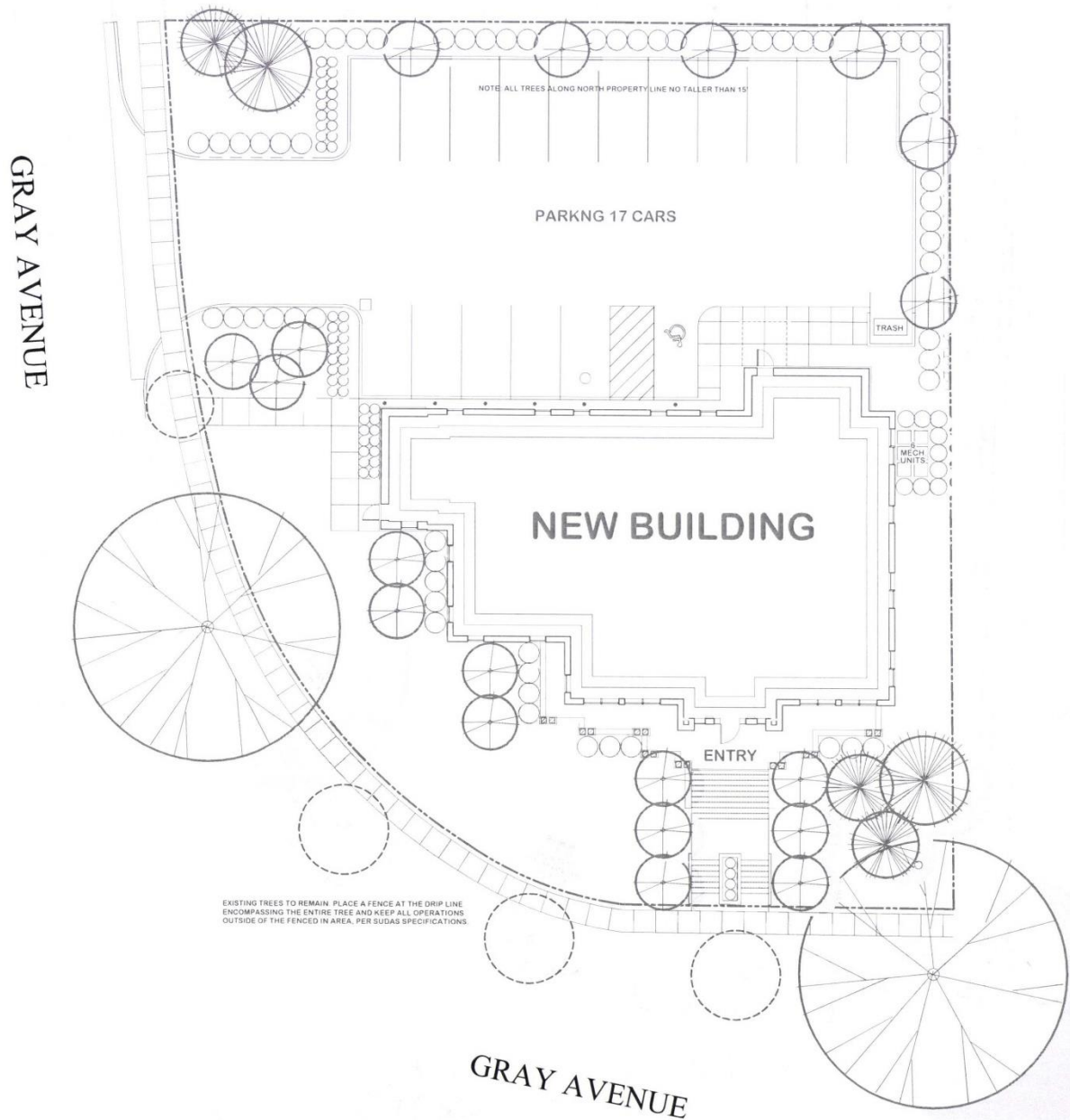
Corporate Board President – The Acacians

[acacia\\_814@hotmail.com](mailto:acacia_814@hotmail.com)

515-964-6696 (work)

515-257-4683 (home)

## ATTACHMENT E: PROPOSED ACACIA BUILDING [SITE PLAN AND FRONT FAÇADE]





**COUNCIL ACTION FORM**

**SUBJECT: CONSULTANT SELECTION FOR LINCOLN WAY CORRIDOR PLAN**

**BACKGROUND:**

City Council prioritized for the Planning Division creation of a Lincoln Way Corridor Plan as an opportunity to study how the City can meet the potentially competing interests of select infill opportunities, maintaining core neighborhoods, mobility improvements, and streetscape enhancements. On October 27, 2015 Council directed staff to issue a Request for Proposals (RFP) for a consultant to prepare a corridor plan for Lincoln Way to address these interests.

The stated objectives in the RFP were for a plan that would create identity, support multi-modal transportation, and revitalize properties with buildings and uses that support the corridor's context and identity. Staff highlighted that public outreach, infill development potential, economic viability, and corridor enhancement were critical elements to meet the objectives for the corridor. A core element of the Plan was to have a broad assessment of the corridor and then have the City Council choose five focus areas for refined planning and reinvestment options.

The RFP specified that the consulting firm should have experience in urban and architectural design, multi-modal transportation & right-of-way design & management, streetscape & right-of-way aesthetic design, and public engagement.

The City Council has set aside \$353,500 within the FY 15/16 Planning Services program for activities related to the Land Use Policy Plan and City Council priority projects. Staff estimated that the Lincoln Corridor project would be approximately \$80,000 of the \$353,500.

The RFP was issued to 29 firms with responses received from seven responses. **A committee comprised of three City staff members and a member for the Planning & Zoning Commission ranked the seven returned proposals using a uniform ratings matrix.** Each proposal was evaluated based on a combination of the cost, project understanding, qualifications and experience of the team, design experience in urban, architectural, multi-modal transportation and right-of-way management, streetscape and right-of-way aesthetic design and public engagement, experience with similar projects, the proposed timeline and work plan. The score for each of these criteria was based on a scale of 1 to 10 and then assigned a corresponding weight factor. The maximum possible score, combining all four evaluators, was 4000. The knowledge and experience related scores represented 95% of the overall score, and proposed fees accounted for 5%. The proposal rankings and fees listed below:

Firm	Total Score	Rank	Fee Proposal
Houseal Lavigne Associates, Chicago, IL	3014	1	\$86,140
Cunningham Group Architecture, Minneapolis, MN	2919	2	\$86,135
Perkins+Will, Minneapolis, MN	2824	3	\$85,754
MSA Professional Services, Ankeny, IA	2781	4	\$80,000
Bolton & Menk, Ames, IA	2582	5	\$81,100
Confluence, Des Moines, IA	2526	6	\$80,000
Camiros, Chicago, IL	2475	7	\$78,500

The evaluation team invited the top three firms for interviews. All three were asked to provide a brief presentation introducing their team members, their roles and demonstrate their understanding of the scope of services. Interviews were evaluated based on methods for achieving the desired outcomes, a clear understanding and clarity of the Ames and Lincoln Way Corridor, experience related to similar projects and what set the firm apart from the other firms. As with the proposal scoring, each criteria was weighted and given a score based on a scale of 1 to 10. The interview scores, with a maximum possible of 4000 were as follows:

Firm	Score
Houseal Lavigne Associates, Chicago, IL	2890
Cunningham Group Architecture, Minneapolis, MN	2735
Perkins+Will, Minneapolis, MN	2340

Based on a unanimous decision by the evaluation team following the interviews and responses to follow up questions, the firms were ranked as follows:

Firm	Rank
Houseal Lavigne Associates, Chicago, IL	1
Cunningham Group Architecture, Minneapolis, MN	2
Perkins+Will, Minneapolis, MN	3

Each of the finalist firms had an array of corridor and small area planning experience that was relevant to our request. Each of the firms was also committed to the ten month timeframe identified in the RFP, with a key initial report back to City Council in April. While all three firms appeared capable of meeting the City's objectives, there were differences in their approaches and team members.

Perkins+Will is a large national architecture and planning firm that included additional team members for transportation analysis and economic analysis. Perkins+Will identified an approach that was focused on a multi-day "charrette" concept to develop the bulk of the plan and build consensus for the corridor. The overall approach was less defined than what others had scoped, but the firm was willing to adapt the scope to the City's interests. The evaluation team was concerned that a charrette approach without an established consensus for the corridor may not achieve the desired results and that the five focus areas may be hard to manage in their proposed approach.

The Cunningham Group is an architecture and planning firm that formed a team with a traffic engineering firm and an economist. The combined experience and approach to the

project was a strong attribute of their proposal. The team has a good background understanding of seeing the corridor as distinct areas. The Cunningham team's strongest element was their approach to a commercial and economic assessment for the City that would strongly guide the use and needs along the corridor. The project approach included "photo realism" to help convey building types and potential changes along the corridor. Ultimately the scoring committee found the outreach and public engagement component to be an average approach without a specific online engagement component to the proposal.

Houseal Lavigne and Associates is a planning firm that specializes in urban design, comprehensive plans, and small areas plans. Houseal Lavigne included in their team Shive-Hattery for traffic engineering expertise. The economic component would be in-house with Houseal Lavigne. The Houseal Lavigne proposal was notable with its approach to graphics, public engagement at the face-to-face level and with the use of online tools, and an extensive range of corridor planning experience. The Houseal Lavigne also had a good understanding of the Lincoln corridor and its adjacencies. The focus of the Houseal Lavigne approach will be on design features and building types along the corridor while planning for long term transportation enhancements. The evaluation team ranked the Houseal Lavigne team the highest due to Houseal Lavigne's outreach approach and their broad experience with corridor planning along with their understanding of the City's needs for corridor planning.

#### **ALTERNATIVES:**

1. Approve the contract with Houseal Lavigne Associates, Chicago, IL, for consulting services for the Lincoln Way Corridor Plan for \$86,140.
2. Direct the staff to negotiate a contract for consulting services with one of the other companies that submitted a proposal to the City.
3. Do not award contract a Lincoln Way Corridor Plan.

#### **CITY MANAGER'S RECOMMENDED ACTION:**

The final three consulting firms provided different strategies for Lincoln Way Corridor Plan. After evaluating the scope of services offer by each firm, meeting the consultant's staff, listening to the presentations, and asking questions; Houseal Lavigne of Chicago, IL has been identified as the top choice to perform the desired functions to produce a corridor plan. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby approving the contract with Houseal Lavigne Associates, Chicago, IL, for consulting services for the Lincoln Way Corridor Plan for an amount not to exceed \$86,140.

**It is important that the City Council understands and supports the expected work plan for the consultant. Therefore, Exhibit A to the attached Lincoln Way Corridor Plan contract has been included for your review and approval.**

## **APPENDIX A**

### **RFP Evaluation Team**

#### City of Ames

Kelly Diekmann, Planning and Housing Director

Karen Marren, Planner

Justin Clausen, Operations Supervisor (Public Works)

#### Outside Individuals

Matt Converse, Planning and Zoning Commissioner

Facilitator: Karen Server, City of Ames Purchasing Manager

**CONTRACT FOR  
LINCOLN WAY CORRIDOR PLAN  
FOR CITY OF AMES PLANNING DEPARTMENT**

**THIS AGREEMENT**, made and entered into effective the 12<sup>th</sup> day of January, 2016, 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 Houseal & Lavigne Associates, LLC (a limited liability corporation, organized and existing pursuant to the laws of the State of Illinois and hereinafter called "Provider");

**WITNESSETH THAT:**

**WHEREAS**, the City of Ames has determined that certain services 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;

**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 certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II  
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Work, and Consulting Services for Lincoln Way Corridor Plan for City of Ames attached hereto as Exhibit A.

The City, without invalidating the Agreement, may direct changes in the project within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the provider shall be done by written agreement signed by both parties. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by the City, with the applicable compensation method and maximum authorized additional sum stated.

The City shall have full and complete access to the provider's working papers, drawings and other documents during progress of the work. All documents of any description prepared by provider shall become the property of the City at the completion of the project upon payment in full to the provider. The provider shall deliver the final documents in the format specified by the City. The provider may retain a copy of all materials produced pursuant to this Agreement for use by their firm for normal business development and marketing.

**III  
METHOD OF PAYMENT**

A. Payments shall be made by the City of Ames in accordance with the following task schedule:

<b>Task</b>	<b>Total Amount</b>
a. No. 1: Project Initiation	\$2,000
b. No. 2: Community Outreach	\$4,000

- c. No. 3: Market Analysis and Economic Development Opportunities Assessment \$7,000
- d. No. 4: Existing Conditions Inventory and Analysis \$15,000
- e. No. 5: Corridor Alternatives and Framework Plan \$10,000
- f. No. 6: Corridor-Wide "Core" Plans and Recommendations \$15,000
- g. No. 7: Detailed Focus Area Plans \$20,000
- h. No. 8: Lincoln Way Corridor Plan Document \$6,500
- i. No. 9: Reimbursables \$6,640

The maximum total amount payable by the City of Ames under this Agreement is \$86,140 and no greater amount shall be paid without written amendment. Fee includes all project related costs such as printing, copies, graphic reproduction, presentation, travel, etc.

B. Payment will be made based on a time and material basis per the schedule of deliverables not to exceed the value of the contract. Payment will be contingent upon completion of each task and acceptance by the City of Ames. The invoice shall include an itemization of the work for which payment is claimed. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Ames, Finance Dept. – Accounts Payable, PO Box 811, Ames, IA 50010

#### **IV**

#### **FINANCIAL ACCOUNTING AND ADMINISTRATION**

A. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, 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.

B. 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 payment 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 charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. 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 payments made or claimed under this Agreement.

D. 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, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

#### **V**

#### **INSURANCE**

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements

are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Provider shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

E. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

F. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

## **VI**

### **PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

## **VII**

### **TERMINATION**

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to notice of termination.

## **VIII**

### **INDEPENDENT CONTRACTOR STATUS**

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

## **IX**

### **LAWS**

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

## **X**

### **ASSIGNMENT**

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

**XI**  
**AFFIRMATIVE ACTION**

Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of the City.

**XII**  
**DURATION**

This Agreement shall be in full force and effect from and after January 12, 2016 until completion of the Work, or, until terminated by the City of Ames, Iowa.

**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**

By: \_\_\_\_\_

By \_\_\_\_\_

Attest by: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

---

**Attachment A**  
**Scope of Services**  
**Houseal Lavigne Associates**

## **LINCOLN WAY CORRIDOR PLAN**

### **SCOPE OF WORK**

Our proposed Scope of Work will produce a responsive, creative, and effective Lincoln Way Corridor Plan that is focused on five core components utilizing an effective and engaging seven-step planning process. Our Scope of Work includes eight steps specifically designed to deliver the insight, specificity, implementation and forward thinking that is necessary to position the Lincoln Way Corridor for success in terms of economic viability, character and sense of place, and image and identity.

### **Step 1: Project Initiation**

To “kick-off” the planning process on the right foot, meetings with key City staff and the Comprehensive Plan Task Force are needed prior to undertaking other community outreach activities. After the “kick-off” to the planning process, our proposed outreach activities will help foster a stewardship for the Corridor Plan and the community as a whole.

#### **1a: Director Meeting**

Prior to our first meeting with the Planning & Zoning Commission and City Council, key members of the Consultant Team will meet with key City staff. This first meeting will allow the Project Director for the Consultant Team to review and discuss matters with City staff. We recommend regular staff meetings and calls between the Consultant team and City staff to keep the project on track throughout the duration of the assignment.

#### **1b: Project Initiation Workshop – City Council/ Plan & Zoning Commission, and City Staff**

Before actual work begins, a project initiation meeting will be held to set the foundation for the planning program and review and discuss the overall direction and policy issues facing the City and the Lincoln Way Corridor. Participants in the project initiation meeting would include City staff, key personnel from the Consultant Team, the City Council and/or Plan and Zoning Commission. The purposes of this meeting will be to: (a) review overall project objectives; (b) refine the work program for the project; (c) review and establish the roles and responsibilities for all parties involved throughout the process; and, (d) establish a schedule for the project. The project initiation meeting will conclude with a Project Initiation Workshop. The workshop is intended to solicit the views of the City Council, Planning & Zoning Commission, and staff regarding their concerns and aspirations for the City of Ames and the Lincoln Way Corridor.

### **Step 2: Community Outreach**

Community outreach/citizen participation is a cornerstone of our proposed planning process. Anticipating high levels of participation from an active and engaged community, our proposed outreach process includes both “traditional” (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing the Lincoln Way Corridor Plan. Our planning process is designed to promote community involvement and encourage

---

---

citizen participation. Community outreach is included throughout the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining process.

## **Traditional Outreach**

### **2a: Press Releases, Notices and Newsletter Articles**

We will work with City staff to prepare special articles at key points in the planning process for the website and local media outlets. We suggest an initial article to describe the purpose and objectives of the *Lincoln Way Corridor Plan*, as well as regular updates during the process. Key planning components, updates, meeting summaries, and draft documents will be posted on the website to keep residents informed throughout the process.

### **2b: Corridor Workshop**

This corridor workshop is the first of many face-to-face community outreach events scheduled throughout the planning process. The purpose of this first workshop is to allow residents to provide input, before any plans or recommendations are formulated. The workshop will: (a) review the purpose of the Corridor Study, the planning process to be undertaken, and the schedule for the project; and (b) secure local views on concerns, issues and potentials within the community and corridor.

### **2c: Business/Property Owner Workshop**

This workshop will be targeted specifically to business owners and property owners in order to obtain the input of this important stakeholder group. Notices/invitations will be sent out to maximize attendance and participation. The purpose is to establish a dialogue and obtain feedback from those members of the development and business community that have a unique insight and perspective, and whose assistance and involvement is crucial to the Plan's ultimate success.

### **2d: Key Person Interviews & Focus Group Discussions**

Key Person Interviews and Focus Group Discussions allow us to obtain first-hand insight into the community from a diverse array of perspectives. Approximately ten to twelve confidential interviews/ focus group discussions will be conducted to obtain additional information regarding local issues and potentials. The Consultant will work with City staff to identify those individuals and groups to be interviewed. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community and the Lincoln Way Corridor. Interviewees could include representatives of Iowa State University, Iowa DOT, members of the business community, industry leaders and major employers, selected property owners, new or lifelong residents, local builders and developers, students, and representatives from other government, institutions, and civic groups.

## **Web-based Community Outreach**

### **2e: Interactive Project Website**

At no cost to the City, we will design and host an interactive Project Website that is linked to the City's website. We are committed to utilizing the internet to maximize the participation and communication between the City and residents, as it relates to the new Lincoln Way Corridor Plan, for the duration of the planning process and beyond.

This website can be used to post project schedules and meeting dates; display graphics, maps, and draft documents; address frequently asked questions; host a community discussion forum; contain on-line community surveys; and provide a variety of other features. We also have the ability to create content that can be viewed only by City staff, Planning & Zoning Commission, City Council, or other specific groups, allowing a secure, fast

---

---

and easy way to distribute and discuss draft documents. The purpose of the website is to provide the “one place” to go to for information regarding the *Lincoln Way Corridor Plan*.

## **2f: RSS and Social Networking**

If desired by the City, we can integrate the project into the Consultant’s and Client’s existing social media accounts. For those residents that use the Internet to stay informed, these tools are essential in keeping them connected with local happenings as it relates to the Plan. Social networking tools can help increase awareness of the Comprehensive Plan and process and assist in increasing the number of people participating in all outreach exercises, including traditional face-to-face meetings.

## **2g: sMap (On-Line Community Issues Mapping)**

Our project website will feature sMap, a web-based community issues mapping tool on the interactive Project Website. This award-winning tool, developed by Houseal Lavigne Associates, allows website visitors to identify, map, and comment on areas of concern and valued community assets. It simplifies the mapping process and familiarizes residents with all areas of the community in a fun, interactive, and effective manner. Input from residents allows us to create a composite map of community issues to assist with the identification and establishment of community goals and objectives.

## **2h: On-line Corridor Questionnaires for Residents & Businesses**

To provide another means for community participation, we will prepare (1) a web-based questionnaire for residents of Ames to solicit community-wide opinion on a range of topics and issues, and (2) a web-based questionnaire for business owners designed to gather information on those issues and concerns most important to the City’s business community. These online surveys will be posted on the project website. At the close of the survey response period, we will review and summarize results as a gauge of community priorities and issues regarding the Lincoln Way Corridor.

# **Step 3: Market Analysis and Economic Development Opportunities Assessment**

In order to identify short, mid and long-term development potentials as a basis for formulating a strategy for maximizing development opportunities, the following tasks will be conducted.

## **3a: Demographic Analysis**

It is important to evaluate demographic data to ensure that planning efforts are based on the most current information available. Using data sources such as ESRI, a nationally recognized provider of demographic data, an analysis of existing conditions and projections for future growth within the Study Area will be conducted. Analysis will quantify socioeconomic data including but not limited to households by age and income, shifts in population and household growth, employment and consumer expenditures.

## **3b: Market Analysis and Assessment of Development Potentials**

The analysis will consider both new development opportunities and strategies for enhancing existing uses that hold potential for redevelopment. Considering these factors and growth trends, a market assessment of future development potential will be made. Consideration will be given to both current position and future development potential. Utilizing industry benchmarks, we will reconcile estimates of development potential with the land area necessary to support respective uses. This analysis will provide the basis for determining the suitability of specific locations for certain types of development.

---

---

### **3c: Preliminary Recommendations and Economic Development Report**

Existing programs will be identified and analyzed in terms of incentives for and impediments to economic development. This information will be brought together into a report that will serve as a guide for future steps in the planning process. The primary focus of this report will be on economic development potential and the appropriateness of specific uses within the Lincoln Way Corridor. This step in the planning process will serve as the foundation for the development of an Economic Development Strategy in the latter phases of the planning process, which will serve as a “core component” of the final Plan Report. This section will also provide an initial assessment of the financial incentive options available to the City for possible application to the corridor, including but not limited to TIF/Urban Renewal Areas, Self-Supported Municipal Improvement Districts (SSMID), tax abatement, and more.

## **Step 4: Existing Conditions Inventory and Analysis**

This step will include the analysis of existing conditions and future potentials within the community. It will be based on information provided by the City, feedback from community service providers, as well as reconnaissance, surveys, inventories and analyses undertaken by the Consultant. The emphasis will be on the identification of existing conditions that will be taken into consideration during the formulation of goals and objectives, and planning recommendations. This step will result in a concise presentation that summarizes the issues and influences relevant to the development of the Corridor Plan recommendations.

### **4a: Past Studies, Plans and Reports**

The City’s previously prepared plans and studies having an influence on the new *Lincoln Way Corridor Plan* will be assembled and reviewed, including the Land Use Policy Plan, Campustown Redevelopment Plan, Commercial Land Needs Assessment, Lincoln Way Medians Master Plan, and other relevant documents, studies, and plans. This review of documents will determine: (a) recently adopted City policy which needs to be reflected in the Corridor Study; (b) changes within the community that have taken place since the previous plans were prepared; (c) inconsistencies between plans and reports, (d) the relevance of previously collected data; and, (e) gaps in data which must be corrected as part of this planning process.

### **4b: Zoning and Development Controls**

All regulatory controls, including the existing Zoning Ordinance, Sign Regulations, Subdivision Regulations, Parking and Landscaping Requirements, and any other relevant codes or ordinances will be assessed to identify strengths and weaknesses, and to determine how these controls may influence land use and opportunities for new development or redevelopment.

### **4c: Existing Land Use and Development**

An Existing Land Use Map will be prepared that inventories all parcels in the Lincoln Way Corridor Plan area. The map will then be analyzed to identify functional land-use areas, compatible and incompatible land-use arrangements, and other issues related to land-use and existing development conditions.

### **4d: Transportation and Mobility**

Working with City staff, we will undertake an analysis of the corridor’s transportation network. Our analysis will reference the recently adopted Long Range Transportation Plan and encompass the existing street system, trail system (existing and planned), bike and pedestrian facilities, and public transportation. The analysis will assist with the development of recommendations that would improve access and control, linkages and connectivity, and overall safety and efficiency.

---

---

#### **4e: Infrastructure, Utilities, Environmental Features and Open Space**

Working with the City, we will collect and map existing data relevant to infrastructure, utilities, environmental features and open spaces. This will highlight portions of the corridor constrained by known influences, as well as improvements that will have to be made in order to implement the forthcoming recommendations of the Corridor Plan.

#### **4f: Corridor Character/Urban Design Assessment**

This step will include the review, inventory and analysis of the existing visual character of the corridor. Signage, landscaping, lighting, screening, parking and service areas, development orientation and character, and more will be assessed. This assessment will begin to establish a foundation for a Corridor Enhancement Strategy that will be developed for both public areas and private properties along the corridor, in order to effectively improve the corridor's overall character, image, identity, and create a strong sense of place.

#### **4g: Identifying Corridor Focus Areas**

Working with City staff and taking into consideration all of the information and assessment from steps 1-4f of the planning process (including input from City Council, Planning and Zoning Commission, and various stakeholders), the final Focus Areas will be identified for more detailed planning in the next steps of the process.

#### **4h: Existing Conditions Synthesis Presentation (City Council/PZC meeting)**

The results of the outreach activities and the results of the various background studies (Steps 1-4f) will be brought together into an Existing Conditions Synthesis presentation highlighting the needs, issues, opportunities, existing conditions, and trends which should be addressed in the new *Lincoln Way Corridor Plan*. The final Focus Areas boundaries will also be discussed and finalized as a part of this presentation. The *Existing Conditions Synthesis presentation* will be presented to the City Council and Planning & Zoning Commission.

### **Step 5: Corridor Alternatives & Framework Plan**

This step will include the establishment of an overall "Framework Plan" for the corridor that will tie into the development of more detailed "Focus Area" planning components.

#### **5a: Corridor Framework Concept Plan**

The Consultant will develop the preliminary Corridor Framework Plan for the Lincoln Way Corridor. The Framework Plan will address the fundamental improvement concepts addressing items such as land use and development, use characterization and development patterns, corridor beautification and appearance enhancements, bicycle and pedestrian mobility, vehicular circulation and access strategies, and much more. The Framework Plan will be developed based on feedback from residents and officials, previous steps in the planning process, and observation and investigation from the Consultant Team. The Corridor Framework Plan will serve as the starting point for developing the more detailed "Core" Plans and Recommendations for the entire corridor, and will likely be structured around the Corridor's distinct functional sub-areas, including: 1) Eastern Industrial Gateway (From the Barilla facility east of I-35 to the City's Recycling Recovery Center at Kingsbury Avenue); 2) City Center (Between Kingsbury and just west of Grand); 3) Oak-Riverside (Between Oak Avenue and University Boulevard); 4) Campustown (Between University Avenue and Howard Avenue); 5) Westside-Edwards (Between Howard Avenue and Dakota Avenue); and 6) West Gateway (West of Dakota Avenue). The Framework Plan will also incorporate the designated Focus Areas into the overall corridor framework strategy.

---

---

#### **5b: City Staff Review**

The Preliminary Corridor Framework Plan will be submitted for staff review and comment. Appropriate revisions will be made based on staff feedback.

### **Step 6: Corridor-Wide “Core” Plans & Recommendations**

This step will entail the preparation of “Core” Plans and Recommendations for Corridor-Wide planning components, including: 1) Land Use and Development Plan; 2) Streetscape and Beautification Framework; 3) Development Regulations; and 4) Transportation, Infrastructure, Access, and Mobility Plan. These plans will provide the corridor-wide “core” for the Lincoln Way Corridor Plan, that will serve as the coordinated context for the more detailed Focus Area Plan.

#### **6a: Corridor-Wide CORE 1 - Land Use & Development Plan**

This step will include the development of a corridor-wide Land Use & Development Plan for the Lincoln Way Corridor. The Land Use and Development Plan will address all aspects of land use and development throughout the various functional sub-areas of the corridor and will identify the overall character of land uses and development. The Plan will identify the appropriate commercial depth for development fronting Lincoln Way at various locations, the type and overall character of development, the appropriate mix of uses, and the guidelines necessary to ensure land use is appropriately designated and development is reflective of the desired character of the City.

#### **6b: Corridor-Wide CORE 2 – Corridor Character: Streetscape & Beautification Framework**

This step will include a plan addressing the overall character and aesthetics of the corridor, including a framework for developing a unique, but appropriate design vernacular. Incorporation of consistent streetscape improvements will serve to establish an overall visual character and improve marketability. Subtle differences could be incorporated into the design vocabulary to respond to any unique or significant areas, given the immediate context and/or land use. Framework recommendations will take into consideration the various right-of-way widths along the corridor, IDOT’s engineering standards and specifications, necessary pedestrian crosswalks and mobility amenities at key locations, key intersection enhancements, gateway designs and corridor “threshold” enhancements, wayfinding and identity signage.

#### **6c: Corridor-Wide CORE 3 - Transportation, Access and Mobility Plan**

This step will include specific recommendations for improving and coordinating transportation and infrastructure components within the corridor, including roadway improvements, IDOT coordination, bike and pedestrian mobility, trails, identification of needed infrastructure improvements, and much more. The Transportation, Infrastructure, Access and Mobility Plan will incorporate the “Complete Streets” principles to ensure that pedestrians, cyclists, and vehicular traffic are all adequately accommodated and planned for to the extent possible to provide safety, mobility, and connectivity for all modes of travel.

#### **6d: City Staff Review**

The Preliminary Corridor-Wide “Core” Plans will be submitted for staff review and comment. Appropriate revisions will be made based on feedback.

### **Step 7: Detailed Focus Area Plans**

This step will entail the preparation of detailed Focus Area Plans for up to five (5) designated areas along the corridor, which have been identified earlier in the planning process. It is anticipated that the Focus Area Plans will

---

---

include photographs, illustrative diagrams, or basic visualizations showing the fundamental characteristics of preferred development in each area.

#### **7a: Focus Area Plans Workshop**

The Focus Area Plans Workshop will involve the Consultant Team, City Staff, the Planning & Zoning Commission, elected officials, and members of the community. The session will provide an opportunity for the planning team to present the preliminary corridor framework and receive input to specific questions regarding the character of future development in the identified focus areas. The format of the meeting will be determined based on the type of questions being asked and their role in guiding final focus area plan recommendations.

#### **7b: Preliminary Focus Area Plans (up to 5 Focus Areas)**

The Focus Area Plans will address land use and development, priority development opportunity sites, transportation and mobility, access and connectivity, parking, urban design and character, development regulation strategies, economic development strategies, and other elements necessary to provide detailed recommendations for each identified Focus Area. The Focus Area Plans will establish the framework for detailed implementation actions and identify the location, character, and intensity of key development opportunity sites. Specific implementation strategies may also be developed as part of the Plans, to provide the City, land owners, developers, and investors with more detailed direction on the tasks and activities that need to be undertaken to realize success. Development character guidelines, development regulations strategies, land acquisition and parcel assembly strategies, and more could be included dependent on the nature of the recommendations for each focus area.

#### **7c: Focus Area Visualizations**

This step will include the visualization of up to two (2) development prototypes in order to help officials and residents understand the intent of land use and development recommendations. The visualizations may include the use of photographs, renderings, illustrative plans, annotations, or narratives to convey land use, building massing, parking management, pedestrian facilities, buffering, access and egress, and other

#### **7d: City Staff Review**

The Preliminary Focus Area Plans will be submitted for staff review and comment. Appropriate revisions will be made based on feedback, prior to presenting the concepts to City Council and Planning and Zoning Commission.

#### **7e: PZC/City Council Workshop – Focus Area Plans Presentation**

The preliminary Focus Area Plans will be presented and discussed with the City Council and Planning and Zoning Commission. The intent will be to secure consensus on the preliminary Focus Area Plans in sufficient detail so as to provide necessary direction for assembling the results of the planning process into a cohesive document as part of Step 8 below.

### **Step 8: Lincoln Way Corridor Plan Document**

Based on the previous steps in the planning process, the draft and final versions of the Lincoln Way Corridor Plan document will be prepared for review and consideration as part of the adoption process.

#### **8a: Draft Plan Document**

Based on the results of Steps 1-7, a draft Lincoln Way Corridor Plan document will be prepared for review and consideration. The Plan report will be designed not only to serve as a legal document for guiding land use and development, but also as a guide for establishing City policy regarding a variety of corridor components

---

---

such as economic development, beautification, access and mobility, regulatory controls, and much more. The Plan will also provide a implementation strategies for each Focus Area that identify specific projects and actions that need to be undertaken in order for the City to realize the Plan's recommendations.

**8b: City Staff Review**

The Preliminary Lincoln Way Corridor Plan will be submitted for staff review and comment. Appropriate revisions will be made based on feedback, prior to presenting the concepts to City Council and Planning and Zoning Commission.

**8c: City Council/Planning & Zoning Commission Workshop**

A meeting will be conducted with the Planning & Zoning Commission and City Council to review and reach agreement on the preliminary Draft Plan before forwarding the document on for the public hearing. Appropriate revisions to the Draft Plans will be made based on feedback.

**8d: Community Open House**

A Community Open House will be held to allow residents to "drop in" and review the draft Plan, and ask questions of the members of the Consultant Team. The Open House format provides an opportunity to see and learn about the Plan. It is anticipated that the Community Open House will be held on the same day and immediately prior to the report to City Council/Planning & Zoning Commission described in Task 8e below.

**8e: Final Plan Report to City Council/Planning & Zoning Commission (Public Hearing)**

The final Lincoln Way Corridor Plan will be presented for public hearing. Based on review and discussion, and based on public feedback during the public hearing, a revised Plan will be prepared for adoption. Following adoption of the Corridor Plan, we will produce five (5) hard copies of the document and provide City staff with an electronic PDF of the document as well an electronic version in its native InDesign format.

---

**COUNCIL ACTION FORM**

**SUBJECT: IOWA STATE UNIVERSITY LAND LEASE AGREEMENTS 2016**

**BACKGROUND:**

Several parks or portions of parks in the Ames park system are leased from Iowa State University. Five of these leases expired March 1, 2015, however, prior to that date City Council approved an amendment for each that extended the lease through January 31, 2016. Since the Board of Regents will not take action on these leases until its February meeting, Iowa State University has approved continuing under the existing lease terms until March 1, 2016. Information regarding these leases is shown in the table below. Maps of each park are attached which show the lease area, as well as, any adjacent area owned by the City.

<b>Park</b>	<b>Lease Initiated</b>	<b>Acres</b>	<b>Lease Expires*</b>
Brookside	1951	66.92	January 31, 2016
Franklin	1960	4.00	January 31, 2016
McDonald Woods	1967	10.60	January 31, 2016
Stuart Smith	1973	26.11	January 31, 2016
Zumwalt Trail Railroad	1970	7.99	January 31, 2016

\* Iowa State University has approved continuing under the existing lease terms until March 1, 2016.

Staff has met with Iowa State University representatives regarding renewing the leases for 50 years and both parties are in agreement. The lease agreements are generally the same as in the past. Changes made are highlighted below.

- Section 1 – Premises; Term: The term is going from 30 years to 50 years.
- Section 2 – Rent: Changed from \$1.00 per year to no rent being charged due to the City maintaining the premises.
- Section 3 – Use of Premises: Indicates the City shall use the premises only as a public park for the benefit of the residents of Ames and the students, faculty and guests of ISU.
- Section 4 – Maintenance, Utilities: This details the City shall maintain the premises at its expense, including all buildings, structures, equipment, playgrounds, walks, foot trails, bicycle paths, roads, parking, stream banks, utilities and other improvements on the premises, in good order and safe condition. It also requires ISU approval for cutting down live trees.
- Section 5 – Improvements: Language was added regarding if an improvement is added, the City and ISU will agree in writing as to whether the City will be required to remove the improvement upon termination or expiration of the lease,

and, if not, the amount of any compensation ISU is to pay the City for the improvement.

- Section 6 – Assignment and Subletting: Any assignment of this lease or subletting of the premises is prohibited without ISU's written permission.
- Section 7 - Is relevant only to the McDonald Woods Park, where the City is required to maintain a dedication plaque.
- Section 8 – Taxes: This has been added stating that no taxes or assessments are anticipated for the premises, however, if there are, the City is responsible for the payment.
- Section 9 – Termination: This now defines a serious breach and includes a provision that ISU notify the City of a breach of contract and the right to cure prior to termination.
- Section 10 – Surrender of Premises: Clarifies the responsibility of the City as it relates to removing all buildings, structures, and equipment from the premises and restoring the site to a safe and useful condition, unless the City and ISU have agreed otherwise.
- Section 11 – Liability: Language regarding liability has been updated.
- Section 12 – Insurance: This section is new and requires the City to provide, at its own expense, insurance or risk finance programs in the amounts it deems appropriate to cover General Liability, Automobile Liability, Workers Compensation, Employers Liability, and Property Insurance.
- Section 13 – Notices: This section is new and states notices shall be in writing and shall be delivered by messenger or overnight carrier to the other party.
- Section 14 – Miscellaneous: This section is new and requires the lease shall not be modified without the written mutual consent of the parties.

These agreements will allow the City to continue using the parks through January 31, 2066.

#### **ALTERNATIVES:**

1. Approve the Lease Agreements for Brookside Park, Franklin Park, MacDonald Woods, Stuart Smith Park, and Zumwalt Trail Railroad Park which extend the leases through January 31, 2066.
2. Do not approve the Lease Agreements for Brookside Park, Franklin Park, MacDonald Woods, Stuart Smith Park, and Zumwalt Trail Railroad Park.

#### **MANAGER'S RECOMMENDED ACTION:**

These leases have afforded Ames residents and Iowa State University students and faculty additional park space to utilize for their recreational needs. These agreements will continue to offer users with this additional park space for another 50 years.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the Lease Agreements for Brookside Park, Franklin Park, MacDonald Woods, Stuart Smith Park, and Zumwalt Trail Railroad Park which extend the leases through January 31, 2066.

.

---

**DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER**

---

Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Ames City Clerk, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

---

Lease  
Brookside Park

THIS LEASE AGREEMENT ("this Lease"), effective as of February 1, 2016, between the Board of Regents, State of Iowa acting for and on behalf of Iowa State University of Science and Technology ("ISU"), 1350 Beardshear Hall, Ames, Iowa, and the City of Ames, Iowa ("the City"), 515 Clark Avenue, Ames, Iowa.

1. Premises; Term. ISU, in consideration of the rentals to be paid by the City, leases to the City for use as a public park the following described premises situated in Story County, Iowa ("Premises"):

That part of the East half of the West half of Section 3, Township 83 North, Range 24, West of the 5<sup>th</sup> P.M. lying North of the main East and West line of the Chicago and Northwestern Railroad right-of-way, containing approximately 66.92 acres,

from February 1, 2016, to January 31, 2066.

2. Rent. ISU shall not charge any rent to the City. This Lease is of mutual benefit to both parties, and the City's consideration for this Lease is its agreement to maintain the Premises.

3. Use of Premises. The City shall use the Premises only as a public park for the benefit of the residents of Ames and the students, faculty and guests of ISU. In the event the City ceases to properly maintain the Premises for that purpose or diverts the Premises to any other use, ISU may terminate this Lease as set forth in Section 9. The City shall comply with all applicable laws in connection with its use of the Premises and shall not permit any hazardous substances to be stored or handled on the Premises.

4. Maintenance; Utilities. The City shall maintain the Premises at its expense, including all buildings, structures, equipment, playgrounds, walks, foot trails, bicycle paths, roads, parking, stream banks, utilities and other improvements on the Premises, in good order and safe condition. The City shall not cut down live trees on the Premises without the consent of ISU, but the City may transplant existing trees and shrubs, install new plantings and trim dead and/or broken limbs that create hazardous situations. The City shall establish all utilities to the Premises in its name and timely pay all utility service providers. ISU reserves the right to require the City to remove, at the City's expense, any building, structure or equipment that is unsafe, damaged beyond ordinary wear and tear, or inconsistent with the use as a public park.

5. Improvements. The City may grade the Premises for playground or other park purposes, establish walks, foot trails, bicycle paths, roads and parking and place on the Premises equipment proper and suitable for use in a public park. The City may also construct and maintain on the Premises shelter houses and other permanent buildings or structures for park purposes after obtaining ISU's prior approval of plans, specifications and costs. The approval by ISU of the permanent buildings and structures shall not be unreasonably withheld. At the time the plans are approved, the City and ISU shall mutually agree in writing as to whether the City will be required to remove approved improvement upon termination or expiration of this Lease and, if not, the amount of any compensation ISU is to pay the City for the approved improvement. The City shall keep the Premises free and clear of all liens arising out of any work performed or material furnished for the City.

6. Assignment and Subletting. Any assignment of this Lease or subletting of the Premises is prohibited without ISU's written permission. Such written permission shall not be unreasonably withheld. Such permission from ISU shall not be necessary if the City desires to enter into agreements with organizations and individuals to use the Premises periodically or temporarily, so long as such use is consistent with the use of the Premises as a public park.

7. Reserved

8. Taxes. The parties anticipate that there will be no real estate taxes or assessments assessed against the Premises or the City's improvements. Should such taxes or assessments be assessed, the City shall be responsible for the payment of such taxes or assessments.

9. Termination. The lease shall terminate upon expiration of this Lease unless earlier terminated by mutual agreement of the parties or as set forth in this paragraph related to a breach of contract. In recognition that the City might want to make additional improvements that will require additional time to depreciate, it is agreed that the City may request, and ISU may grant with the approval of the Board of Regents, extensions to this Lease Agreement term at any time.

ISU may terminate this Lease if the City breaches a material term of this Lease and such breach is serious and goes against the essence of the transaction. A breach is serious and goes against the essence of the transaction only in the following cases:

- a. The City uses the Premises for purposes other than stated in Section 3.
- b. The breach has caused or is reasonably expected to cause damages in excess of \$500,000, such amount to be adjusted annually each July 1 for inflation using the Department of Labor's Consumer Price Index-Urban [CPI-U, All Items, All City Average, 1982-84-100] issued in the preceding month; or
- c. The City has repeatedly breached a material term of this Lease within any two-year period, or the City has engaged in a pattern of material breaches of this Lease Agreement; provided, however, this clause may only apply where the City's breaches indicate deliberate indifference to the terms of this Lease.

ISU shall notify the City of its intent to terminate and the nature of the breach ISU believes has occurred and shall provide the City with a reasonable period commensurate with the nature of the breach to cure such breach. If the City fails to cure such breach by the end of the cure period, ISU shall give at least 30 days advance written notice of termination and termination shall be automatic at the end of the notice period.

10. Surrender of the Premises. Upon the termination of this Lease, the City shall vacate the Premises. Unless ISU and the City have agreed otherwise, the City shall remove, at its expense, all buildings, structures and equipment from the Premises and restore the site of such removed building, structure and equipment to a safe and useful condition. The parties agree to meet at that time and determine a reasonable removal schedule. However, if the City makes a request in writing to extend the term of the Lease Agreement for purposes consistent with Paragraph 3 and such request is made in the period beginning three years prior and ending no later than one year prior to the end of the fifty year term of the Lease Agreement (or any mutually agreed upon modification of the term) and ISU denies the request, then the obligation to remove all improvements will be based on mutually satisfactory terms agreed to by the parties in writing.

11. Liability. The City shall indemnify and hold harmless ISU, the Board of Regents, State of Iowa and the State of Iowa and their respective officers and employees from any and all claims, demands, damages or expenses arising out of (i) the use of the Premises by any and all persons, including employees and contractors of the City or (ii) the City's breach of this Lease.

12. Insurance. The City agrees to provide and maintain, at its own expense, for the term of the lease, insurance or risk finance programs in the amounts it deems appropriate to cover the following risks:

- General Liability – for Bodily Injury and Property Damage
- Automobile Liability – for Bodily Injury and Property Damage

- Workers Compensation – statutory requirements, including self-insurance or large deductible programs
- Employers Liability – statutory requirements, including self-insurance or large deductible program
- Property Insurance – Fire and Extended Coverage, covering Physical Damage for owned property or equipment

The City shall take action reasonably required to ensure collection from insurers under any applicable policies of insurance.

13. Notices. Notices relating to this Lease shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the address set forth above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt.

14. Miscellaneous. This Lease 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 Lease by the other party shall not constitute a waiver to subsequently enforce such term or condition. The rights and remedies set forth in this Lease are not exclusive and are in addition to any other rights and remedies available in law or equity. The invalidity or illegality of one or more provisions of this Lease shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Lease that, by their nature, would continue beyond the termination of this Lease shall survive such termination.

(The remainder of this page is intentionally blank)

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

<p>IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY</p> <p>By _____ Warren Madden Senior Vice President for Business and Finance</p> <p>BOARD OF REGENTS, STATE OF IOWA</p> <p>By _____ Robert Donley Executive Director</p> <p>STATE OF IOWA, COUNTY OF POLK, ss:</p> <p>On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Donley, to me personally known and who, by me duly sworn, did say that he is Executive Director of Board of Regents, State of Iowa, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Robert Donley was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on the ____ day of _____, 2016, and the execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>	<p>CITY OF AMES, IOWA</p> <p>By _____ Ann H. Campbell Mayor</p> <p>Attest _____ Diane R. Voss City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this ____ day of _____, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2016, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>
---	--

ATTACHMENT A



Brookside Park



---

**DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER**

Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Ames City Clerk, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

---

Lease

Franklin Park

THIS LEASE AGREEMENT ("this Lease"), effective as of February 1, 2016, between the Board of Regents, State of Iowa acting for and on behalf of Iowa State University of Science and Technology ("ISU"), 1350 Beardshear Hall, Ames, Iowa, and the City of Ames, Iowa ("the City"), 515 Clark Avenue, Ames, Iowa.

1. Premises; Term. ISU, in consideration of the rentals to be paid by the City, leases to the City for use as a public park the following described premises situated in Story County, Iowa ("Premises"):

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 8, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M. Iowa, described as follows: Beginning at the Southeast corner of Lot 12, Block 2 of West Ames, now known as West Ames Addition to the City of Ames, Iowa; thence west along the south line of said Lot 12 and said south line extended for a distance of 604.9 feet; thence south parallel with the west line of South Franklin Avenue in Ames, Iowa 294.22 feet; thence east 604.9 feet to the west line of said South Franklin Avenue; thence north along the west line of South Franklin Avenue 294.22 feet to the place of beginning, containing approximately 4 acres,

from February 1, 2016, to January 31, 2066.

2. Rent. ISU shall not charge any rent to the City. This Lease is of mutual benefit to both parties, and the City's consideration for this Lease is its agreement to maintain the Premises.

3. Use of Premises. The City shall use the Premises only as a public park for the benefit of the residents of Ames and the students, faculty and guests of ISU. In the event the City ceases to properly maintain the Premises for that purpose or diverts the Premises to any other use, ISU may terminate this Lease as set forth in Section 9. The City shall comply with all applicable laws in connection with its use of the Premises and shall not permit any hazardous substances to be stored or handled on the Premises.

4. Maintenance; Utilities. The City shall maintain the Premises at its expense, including all buildings, structures, equipment, playgrounds, walks, foot trails, bicycle paths, roads, parking, stream banks, utilities and other improvements on the Premises, in good order and safe condition. The City shall not cut down live trees on the Premises without the consent of ISU, but the City may transplant existing trees and shrubs, install new plantings and trim dead and/or broken limbs that create hazardous situations. The City shall establish all utilities to the Premises in its name and timely pay all utility service providers. ISU reserves the right to require the City to remove, at the City's expense, any building, structure or equipment that is unsafe, damaged beyond ordinary wear and tear, or inconsistent with the use as a public park.

5. Improvements. The City may grade the Premises for playground or other park purposes, establish walks, foot trails, bicycle paths, roads and parking and place on the Premises equipment proper and suitable for use in a public park. The City may also construct and maintain on the Premises shelter houses and other permanent buildings or structures for park purposes after obtaining ISU's prior approval of plans, specifications and costs. The approval by ISU of the permanent buildings and structures shall not be unreasonably withheld. At the time the plans are approved, the City and ISU shall mutually agree in writing as to whether the City will be required to remove approved improvement upon termination or expiration of this Lease and, if not, the amount of any compensation ISU is to pay the City for the approved improvement. The City shall keep the Premises free and clear of all liens arising out of any work performed or material furnished for the City.

6. Assignment and Subletting. Any assignment of this Lease or subletting of the Premises is prohibited without ISU's written permission. Such written permission shall not be unreasonably withheld. Such permission from ISU shall not be necessary if the City desires to enter into agreements with organizations and individuals to use the Premises periodically or temporarily, so long as such use is consistent with the use of the Premises as a public park.

7. Reserved

8. Taxes. The parties anticipate that there will be no real estate taxes or assessments assessed against the Premises or the City's improvements. Should such taxes or assessments be assessed, the City shall be responsible for the payment of such taxes or assessments.

9. Termination. The lease shall terminate upon expiration of this Lease unless earlier terminated by mutual agreement of the parties or as set forth in this paragraph related to a breach of contract. In recognition that the City might want to make additional improvements that will require additional time to depreciate, it is agreed that the City may request, and ISU may

grant with the approval of the Board of Regents, extensions to this Lease Agreement term at any time.

ISU may terminate this Lease if the City breaches a material term of this Lease and such breach is serious and goes against the essence of the transaction. A breach is serious and goes against the essence of the transaction only in the following cases:

- a. The City uses the Premises for purposes other than stated in Section 3.
- b. The breach has caused or is reasonably expected to cause damages in excess of \$500,000, such amount to be adjusted annually each July 1 for inflation using the Department of Labor's Consumer Price Index-Urban [CPI-U, All Items, All City Average, 1982-84-100] issued in the preceding month; or
- c. The City has repeatedly breached a material term of this Lease within any two-year period, or the City has engaged in a pattern of material breaches of this Lease Agreement; provided, however, this clause may only apply where the City's breaches indicate deliberate indifference to the terms of this Lease.

ISU shall notify the City of its intent to terminate and the nature of the breach ISU believes has occurred and shall provide the City with a reasonable period commensurate with the nature of the breach to cure such breach. If the City fails to cure such breach by the end of the cure period, ISU shall give at least 30 days advance written notice of termination and termination shall be automatic at the end of the notice period.

10. Surrender of the Premises. Upon the termination of this Lease, the City shall vacate the Premises. Unless ISU and the City have agreed otherwise, the City shall remove, at its expense, all buildings, structures and equipment from the Premises and restore the site of such removed building, structure and equipment to a safe and useful condition. The parties agree to meet at that time and determine a reasonable removal schedule. However, if the City makes a request in writing to extend the term of the Lease Agreement for purposes consistent with Paragraph 3 and such request is made in the period beginning three years prior and ending no later than one year prior to the end of the fifty year term of the Lease Agreement (or any mutually agreed upon modification of the term) and ISU denies the request, then the obligation to remove all improvements will be based on mutually satisfactory terms agreed to by the parties in writing.

11. Liability. The City shall indemnify and hold harmless ISU, the Board of Regents, State of Iowa and the State of Iowa and their respective officers and employees from any and all claims, demands, damages or expenses arising out of (i) the use of the Premises by any and all persons, including employees and contractors of the City or (ii) the City's breach of this Lease.

12. Insurance. The City agrees to provide and maintain, at its own expense, for the term of the lease, insurance or risk finance programs in the amounts it deems appropriate to cover the following risks:

- General Liability – for Bodily Injury and Property Damage
- Automobile Liability – for Bodily Injury and Property Damage
- Workers Compensation – statutory requirements, including self-insurance or large deductible programs
- Employers Liability – statutory requirements, including self-insurance or large deductible program
- Property Insurance – Fire and Extended Coverage, covering Physical Damage for owned property or equipment

The City shall take action reasonably required to ensure collection from insurers under any applicable policies of insurance.

13. Notices. Notices relating to this Lease shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the address set forth above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt.

14. Miscellaneous. This Lease 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 Lease by the other party shall not constitute a waiver to subsequently enforce such term or condition. The rights and remedies set forth in this Lease are not exclusive and are in addition to any other rights and remedies available in law or equity. The invalidity or illegality of one or more provisions of this Lease shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Lease that, by their nature, would continue beyond the termination of this Lease shall survive such termination.

(The remainder of this page is intentionally blank)

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

<p>IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY</p> <p>By _____ Warren Madden Senior Vice President for Business and Finance</p> <p>BOARD OF REGENTS, STATE OF IOWA</p> <p>By _____ Robert Donley Executive Director</p> <p>STATE OF IOWA, COUNTY OF POLK, ss:</p> <p>On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Donley, to me personally known and who, by me duly sworn, did say that he is Executive Director of Board of Regents, State of Iowa, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Robert Donley was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on the ____ day of _____ 2016, and the execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>	<p>CITY OF AMES, IOWA</p> <p>By _____ Ann H. Campbell Mayor</p> <p>Attest _____ Diane R. Voss City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this ____ day of _____, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2016, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>
--	--

ATTACHMENT A



Franklin Park



---

**DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER**

Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Ames City Clerk, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

---

Lease

McDonald Woods Park

THIS LEASE AGREEMENT (“this Lease”), effective as of February 1, 2016, between the Board of Regents, State of Iowa acting for and on behalf of Iowa State University of Science and Technology (“ISU”), 1350 Beardshear Hall, Ames, Iowa, and the City of Ames, Iowa (“the City”), 515 Clark Avenue, Ames, Iowa.

1. Premises; Term. ISU, in consideration of the rentals to be paid by the City, leases to the City for use as a public park the following described premises situated in Story County, Iowa (“Premises”):

Lot 2 in the West half of the East half of the Southwest quarter of Section 36, Township 84 North, Range 24, West of the 5<sup>th</sup> P.M. That portion of the 40 acres owned by the grantor described as the Southwest quarter of the Southwest quarter of Section 36, Township 84 North, Range 24, West of the 5<sup>th</sup> P.M. lying North and East of the Skunk River to a point where the said River makes a sharp turn to the West, and at which point a draw from the Northeast enters said River. The said land conveyed consists of the wooded bluffs overlooking said River, and is bounded on the East by the Brown acreage, on the south and west by the Skunk River, and on the north by said draw; containing approximately 10.6 acres,

from February 1, 2016, to January 31, 2066.

2. Rent. ISU shall not charge any rent to the City. This Lease is of mutual benefit to both parties, and the City’s consideration for this Lease is its agreement to maintain the Premises.

3. Use of Premises. The City shall use the Premises only as a public park for the benefit of the residents of Ames and the students, faculty and guests of ISU. In the event the City ceases to properly maintain the Premises for that purpose or diverts the Premises to any other use, ISU may terminate this Lease as set forth in Section 9. The City shall comply with all applicable laws in connection with its use of the Premises and shall not permit any hazardous substances to be stored or handled on the Premises.

4. Maintenance; Utilities. The City shall maintain the Premises at its expense, including all buildings, structures, equipment, playgrounds, walks, foot trails, bicycle paths, roads, parking, stream banks, utilities and other improvements on the Premises, in good order and safe condition. The City shall not cut down live trees on the Premises without the consent of ISU, but the City may transplant existing trees and shrubs, install new plantings and trim dead and/or broken limbs that create hazardous situations. The City shall establish all utilities to the Premises in its name and timely pay all utility service providers. ISU reserves the right to require the City to remove, at the City's expense, any building, structure or equipment that is unsafe, damaged beyond ordinary wear and tear, or inconsistent with the use as a public park.

5. Improvements. The City may grade the Premises for playground or other park purposes, establish walks, foot trails, bicycle paths, roads and parking and place on the Premises equipment proper and suitable for use in a public park. The City may also construct and maintain on the Premises shelter houses and other permanent buildings or structures for park purposes after obtaining ISU's prior approval of plans, specifications and costs. The approval by ISU of the permanent buildings and structures shall not be unreasonably withheld. At the time the plans are approved, the City and ISU shall mutually agree in writing as to whether the City will be required to remove approved improvement upon termination or expiration of this Lease and, if not, the amount of any compensation ISU is to pay the City for the approved improvement. The City shall keep the Premises free and clear of all liens arising out of any work performed or material furnished for the City.

6. Assignment and Subletting. Any assignment of this Lease or subletting of the Premises is prohibited without ISU's written permission. Such written permission shall not be unreasonably withheld. Such permission from ISU shall not be necessary if the City desires to enter into agreements with organizations and individuals to use the Premises periodically or temporarily, so long as such use is consistent with the use of the Premises as a public park.

7. Dedication Plaque. The City shall maintain the dedication plaque to Professor G. B. McDonald and the area shall be further identified as McDonald Woods, maintained as a suitable memorial to him as a forester, conservationist, community leader and Boy Scout executive.

8. Taxes. The parties anticipate that there will be no real estate taxes or assessments assessed against the Premises or the City's improvements. Should such taxes or assessments be assessed, the City shall be responsible for the payment of such taxes or assessments.

9. Termination. The lease shall terminate upon expiration of this Lease unless earlier terminated by mutual agreement of the parties or as set forth in this paragraph related to a breach of contract. In recognition that the City might want to make additional improvements that will require additional time to depreciate, it is agreed that the City may request, and ISU may grant with the approval of the Board of Regents, extensions to this Lease Agreement term at any time.

ISU may terminate this Lease if the City breaches a material term of this Lease and such breach is serious and goes against the essence of the transaction. A breach is serious and goes against the essence of the transaction only in the following cases:

- a. The City uses the Premises for purposes other than stated in Section 3.
- b. The breach has caused or is reasonably expected to cause damages in excess of \$500,000, such amount to be adjusted annually each July 1 for inflation using the Department of Labor's Consumer Price Index-Urban [CPI-U, All Items, All City Average, 1982-84-100] issued in the preceding month; or
- c. The City has repeatedly breached a material term of this Lease within any two-year period, or the City has engaged in a pattern of material breaches of this Lease Agreement; provided, however, this clause may only apply where the City's breaches indicate deliberate indifference to the terms of this Lease.

ISU shall notify the City of its intent to terminate and the nature of the breach ISU believes has occurred and shall provide the City with a reasonable period commensurate with the nature of the breach to cure such breach. If the City fails to cure such breach by the end of the cure period, ISU shall give at least 30 days advance written notice of termination and termination shall be automatic at the end of the notice period.

10. Surrender of the Premises. Upon the termination of this Lease, the City shall vacate the Premises. Unless ISU and the City have agreed otherwise, the City shall remove, at its expense, all buildings, structures and equipment from the Premises and restore the site of such removed building, structure and equipment to a safe and useful condition. The parties agree to meet at that time and determine a reasonable removal schedule. However, if the City makes a request in writing to extend the term of the Lease Agreement for purposes consistent with Paragraph 3 and such request is made in the period beginning three years prior and ending no later than one year prior to the end of the fifty year term of the Lease Agreement (or any mutually agreed upon modification of the term) and ISU denies the request, then the obligation to remove all improvements will be based on mutually satisfactory terms agreed to by the parties in writing.

11. Liability. The City shall indemnify and hold harmless ISU, the Board of Regents, State of Iowa and the State of Iowa and their respective officers and employees from any and all claims, demands, damages or expenses arising out of (i) the use of the Premises by any and all persons, including employees and contractors of the City or (ii) the City's breach of this Lease.

12. Insurance. The City agrees to provide and maintain, at its own expense, for the term of the lease, insurance or risk finance programs in the amounts it deems appropriate to cover the following risks:

- General Liability – for Bodily Injury and Property Damage
- Automobile Liability – for Bodily Injury and Property Damage
- Workers Compensation – statutory requirements, including self-insurance or large deductible programs
- Employers Liability – statutory requirements, including self-insurance or large deductible program
- Property Insurance – Fire and Extended Coverage, covering Physical Damage for owned property or equipment

The City shall take action reasonably required to ensure collection from insurers under any applicable policies of insurance.

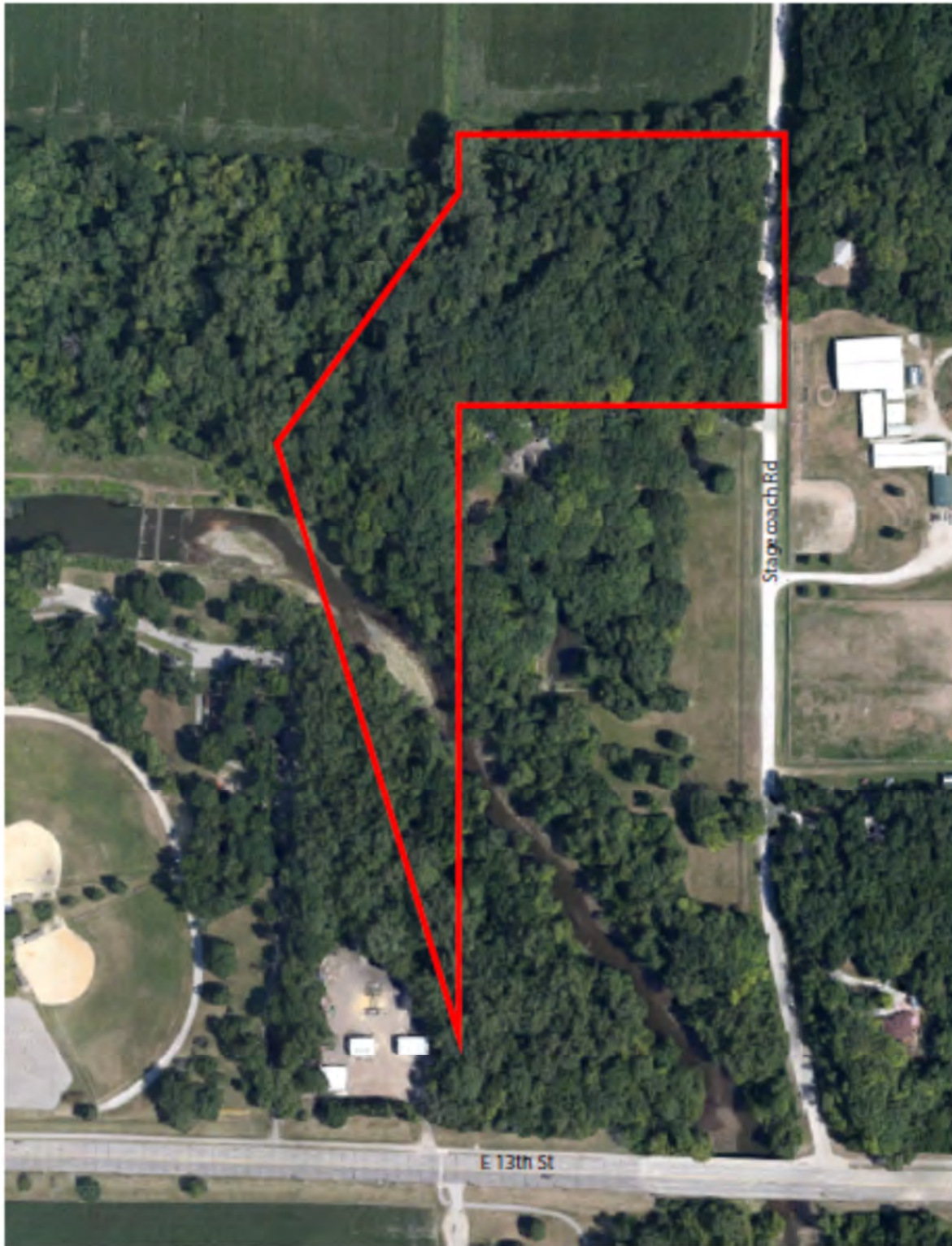
13. Notices. Notices relating to this Lease shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the address set forth above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt.

14. Miscellaneous. This Lease 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 Lease by the other party shall not constitute a waiver to subsequently enforce such term or condition. The rights and remedies set forth in this Lease are not exclusive and are in addition to any other rights and remedies available in law or equity. The invalidity or illegality of one or more provisions of this Lease shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Lease that, by their nature, would continue beyond the termination of this Lease shall survive such termination.

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

<p>IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY</p> <p>By _____ Warren Madden Senior Vice President for Business and Finance</p> <p>BOARD OF REGENTS, STATE OF IOWA</p> <p>By _____ Robert Donley Executive Director</p> <p>STATE OF IOWA, COUNTY OF POLK, ss:</p> <p>On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Donley, to me personally known and who, by me duly sworn, did say that he is Executive Director of Board of Regents, State of Iowa, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Robert Donley was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on the ____ day of _____ 2016, and the execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>	<p>CITY OF AMES, IOWA</p> <p>By _____ Ann H. Campbell Mayor</p> <p>Attest _____ Diane R. Voss City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this ____ day of _____, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2016, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>
--	--

ATTACHMENT A



McDonald Woods (Part of River Valley Park)



---

**DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER**

Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Ames City Clerk, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

---

Lease  
Stuart Smith Park

THIS LEASE AGREEMENT (“this Lease”), effective as of February 1, 2016, between the Board of Regents, State of Iowa acting for and on behalf of Iowa State University of Science and Technology (“ISU”), 1350 Beardshear Hall, Ames, Iowa, and the City of Ames, Iowa (“the City”), 515 Clark Avenue, Ames, Iowa.

1. Premises; Term. ISU, in consideration of the rentals to be paid by the City, leases to the City for use as a public park the following described premises situated in Story County, Iowa (“Premises”):

Parcel No. 1: That part of the Northwest  $\frac{1}{4}$  Section 10 Township 84 North Range 24 West of the 5<sup>th</sup> P.M., Story County, Iowa, described as beginning at a point 802.6 feet West and 75 feet South of the North  $\frac{1}{4}$  Corner of said Section 10; thence Southerly along the East line of Elwood Drive to the North line of South 4<sup>th</sup> Street; thence Easterly along the North line of South 4<sup>th</sup> Street to the West line of “old” South Riverside Drive; thence North to a point 33 feet West and 292 feet South of the Northeast Corner Southeast  $\frac{1}{4}$  Northwest  $\frac{1}{4}$  Section 10; thence West 234 feet, thence North 292 feet to the Southwest Corner of Riverside Addition; thence Northerly along the West line of Riverside Addition to the South line of Lincoln Way; thence West along the South line of Lincoln Way to the point of beginning.

Parcel No. 2: Beginning at the intersection of the North right-of-way line of Lincoln Way & the West right-of-way line of Riverside Drive, thence North & Northeasterly along the West right-of-way line of Riverside Drive to the South right-of-way line of the Chicago and Northwestern Railroad, thence Northwesterly along the South right-of-way line of the Chicago and Northwestern Railroad to the centerline of

Squaw Creek. Thence Southerly along the centerline of Squaw Creek to the North right-of-way line of Lincoln Way, thence East along the North right-of-way line of Lincoln Way to the point of beginning, above described land being a part of the Southeast ¼ Southwest ¼ and Southwest ¼ Southeast ¼ and Northwest ¼ Southeast ¼ of Section 3, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., Story County, Iowa, containing approximately 26.11 acres,

from February 1, 2016, to January 31, 2066.

2. Rent. ISU shall not charge any rent to the City. This Lease is of mutual benefit to both parties, and the City's consideration for this Lease is its agreement to maintain the Premises.

3. Use of Premises. The City shall use the Premises only as a public park for the benefit of the residents of Ames and the students, faculty and guests of ISU. In the event the City ceases to properly maintain the Premises for that purpose or diverts the Premises to any other use, ISU may terminate this Lease as set forth in Section 9. The City shall comply with all applicable laws in connection with its use of the Premises and shall not permit any hazardous substances to be stored or handled on the Premises.

4. Maintenance; Utilities. The City shall maintain the Premises at its expense, including all buildings, structures, equipment, playgrounds, walks, foot trails, bicycle paths, roads, parking, stream banks, utilities and other improvements on the Premises, in good order and safe condition. The City shall not cut down live trees on the Premises without the consent of ISU, but the City may transplant existing trees and shrubs, install new plantings and trim dead and/or broken limbs that create hazardous situations. The City shall establish all utilities to the Premises in its name and timely pay all utility service providers. ISU reserves the right to require the City to remove, at the City's expense, any building, structure or equipment that is unsafe, damaged beyond ordinary wear and tear, or inconsistent with the use as a public park.

5. Improvements. The City may grade the Premises for playground or other park purposes, establish walks, foot trails, bicycle paths, roads and parking and place on the Premises equipment proper and suitable for use in a public park. The City may also construct and maintain on the Premises shelter houses and other permanent buildings or structures for park purposes after obtaining ISU's prior approval of plans, specifications and costs. The approval by ISU of the permanent buildings and structures shall not be unreasonably withheld. At the time the plans are approved, the City and ISU shall mutually agree in writing as to whether the City will be required to remove approved improvement upon termination or expiration of this Lease and, if not, the amount of any compensation ISU is to pay the City for the approved improvement. The City shall keep the Premises free and clear of all liens arising out of any work performed or material furnished for the City.

6. Assignment and Subletting. Any assignment of this Lease or subletting of the Premises is prohibited without ISU's written permission. Such written permission shall not be unreasonably withheld. Such permission from ISU shall not be necessary if the City desires to

enter into agreements with organizations and individuals to use the Premises periodically or temporarily, so long as such use is consistent with the use of the Premises as a public park.

7. Reserved

8. Taxes. The parties anticipate that there will be no real estate taxes or assessments assessed against the Premises or the City's improvements. Should such taxes or assessments be assessed, the City shall be responsible for the payment of such taxes or assessments.

9. Termination. The lease shall terminate upon expiration of this Lease unless earlier terminated by mutual agreement of the parties or as set forth in this paragraph related to a breach of contract. In recognition that the City might want to make additional improvements that will require additional time to depreciate, it is agreed that the City may request, and ISU may grant with the approval of the Board of Regents, extensions to this Lease Agreement term at any time.

ISU may terminate this Lease if the City breaches a material term of this Lease and such breach is serious and goes against the essence of the transaction. A breach is serious and goes against the essence of the transaction only in the following cases:

- a. The City uses the Premises for purposes other than stated in Section 3.
- b. The breach has caused or is reasonably expected to cause damages in excess of \$500,000, such amount to be adjusted annually each July 1 for inflation using the Department of Labor's Consumer Price Index-Urban [CPI-U, All Items, All City Average, 1982-84-100] issued in the preceding month; or
- c. The City has repeatedly breached a material term of this Lease within any two-year period, or the City has engaged in a pattern of material breaches of this Lease Agreement; provided, however, this clause may only apply where the City's breaches indicate deliberate indifference to the terms of this Lease.

ISU shall notify the City of its intent to terminate and the nature of the breach ISU believes has occurred and shall provide the City with a reasonable period commensurate with the nature of the breach to cure such breach. If the City fails to cure such breach by the end of the cure period, ISU shall give at least 30 days advance written notice of termination and termination shall be automatic at the end of the notice period.

10. Surrender of the Premises. Upon the termination of this Lease, the City shall vacate the Premises. Unless ISU and the City have agreed otherwise, the City shall remove, at its expense, all buildings, structures and equipment from the Premises and restore the site of such removed building, structure and equipment to a safe and useful condition. The parties agree to meet at that time and determine a reasonable removal schedule. However, if the City makes a request in writing to extend the term of the Lease Agreement for purposes consistent with Paragraph 3 and such request is made in the period beginning three years prior and ending no later than one year prior to the end of the fifty year term of the Lease Agreement (or any

mutually agreed upon modification of the term) and ISU denies the request, then the obligation to remove all improvements will be based on mutually satisfactory terms agreed to by the parties in writing.

11. Liability. The City shall indemnify and hold harmless ISU, the Board of Regents, State of Iowa and the State of Iowa and their respective officers and employees from any and all claims, demands, damages or expenses arising out of (i) the use of the Premises by any and all persons, including employees and contractors of the City or (ii) the City's breach of this Lease.

12. Insurance. The City agrees to provide and maintain, at its own expense, for the term of the lease, insurance or risk finance programs in the amounts it deems appropriate to cover the following risks:

- General Liability – for Bodily Injury and Property Damage
- Automobile Liability – for Bodily Injury and Property Damage
- Workers Compensation – statutory requirements, including self-insurance or large deductible programs
- Employers Liability – statutory requirements, including self-insurance or large deductible program
- Property Insurance – Fire and Extended Coverage, covering Physical Damage for owned property or equipment

The City shall take action reasonably required to ensure collection from insurers under any applicable policies of insurance.

13. Notices. Notices relating to this Lease shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the address set forth above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt.

14. Miscellaneous. This Lease 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 Lease by the other party shall not constitute a waiver to subsequently enforce such term or condition. The rights and remedies set forth in this Lease are not exclusive and are in addition to any other rights and remedies available in law or equity. The invalidity or illegality of one or more provisions of this Lease shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Lease that, by their nature, would continue beyond the termination of this Lease shall survive such termination.

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

<p>IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY</p> <p>By _____ Warren Madden Senior Vice President for Business and Finance</p> <p>BOARD OF REGENTS, STATE OF IOWA</p> <p>By _____ Robert Donley Executive Director</p> <p>STATE OF IOWA, COUNTY OF POLK, ss:</p> <p>On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Donley, to me personally known and who, by me duly sworn, did say that he is Executive Director of Board of Regents, State of Iowa, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Robert Donley was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on the ____ day of _____ 2016, and the execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>	<p>CITY OF AMES, IOWA</p> <p>By _____ Ann H. Campbell Mayor</p> <p>Attest _____ Diane R. Voss City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this ____ day of _____, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2016, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>
--	--

ATTACHMENT A



Stuart Smith Park



---

**DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER**

Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Ames City Clerk, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

---

Lease

Zumwalt Trail Railroad Park

THIS LEASE AGREEMENT (“this Lease”), effective as of February 1, 2016, between the Board of Regents, State of Iowa acting for and on behalf of Iowa State University of Science and Technology (“ISU”), 1350 Beardshear Hall, Ames, Iowa, and the City of Ames, Iowa (“the City”), 515 Clark Avenue, Ames, Iowa.

1. Premises; Term. ISU, in consideration of the rentals to be paid by the City, leases to the City for use as a public park the following described premises situated in Story County, Iowa (“Premises”):

Tract “A”

That part of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 17, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., Story County, Iowa, lying Southeasterly of the former Ft. Dodge, Des Moines and Southern Railroad Right-of-Way (except the South 630.81 feet and except that part of the North  $\frac{1}{2}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 17, lying Southeasterly of said railroad), containing 2.59 acres more or less exclusive of public road;

Tract “B”

That part of the South  $\frac{1}{2}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 17, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., Story County, Iowa, lying Northwesterly of the former Ft. Dodge, Des Moines and Southern Railroad Right-of-Way, containing 2.72 acres more or less;

Tract "C"

That part of Lot 15, Christensen's Subdivision in the West ½ of Section 16, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., Story County, Iowa, lying South of Dartmoor Road and West of State Avenue, containing 1.48 acres more or less exclusive of public roads;

Tract "D"

That part of the S½ NE¼ SE¼ of Section 17, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., Story County, Iowa, lying Northwesterly of the former Ft. Dodge, Des Moines and Southern Railroad Right-of-Way, containing 1.20 acres more or less;

from February 1, 2016, to January 31, 2066.

2. Rent. ISU shall not charge any rent to the City. This Lease is of mutual benefit to both parties, and the City's consideration for this Lease is its agreement to maintain the Premises.

3. Use of Premises. The City shall use the Premises only as a public park for the benefit of the residents of Ames and the students, faculty and guests of ISU. In the event the City ceases to properly maintain the Premises for that purpose or diverts the Premises to any other use, ISU may terminate this Lease as set forth in Section 9. The City shall comply with all applicable laws in connection with its use of the Premises and shall not permit any hazardous substances to be stored or handled on the Premises.

4. Maintenance; Utilities. The City shall maintain the Premises at its expense, including all buildings, structures, equipment, playgrounds, walks, foot trails, bicycle paths, roads, parking, stream banks, utilities and other improvements on the Premises, in good order and safe condition. The City shall not cut down live trees on the Premises without the consent of ISU, but the City may transplant existing trees and shrubs, install new plantings and trim dead and/or broken limbs that create hazardous situations. The City shall establish all utilities to the Premises in its name and timely pay all utility service providers. ISU reserves the right to require the City to remove, at the City's expense, any building, structure or equipment that is unsafe, damaged beyond ordinary wear and tear, or inconsistent with the use as a public park.

5. Improvements. The City may grade the Premises for playground or other park purposes, establish walks, foot trails, bicycle paths, roads and parking and place on the Premises equipment proper and suitable for use in a public park. The City may also construct and maintain on the Premises shelter houses and other permanent buildings or structures for park purposes after obtaining ISU's prior approval of plans, specifications and costs. The approval by ISU of the permanent buildings and structures shall not be unreasonably withheld. At the time the plans are approved, the City and ISU shall mutually agree in writing as to whether the City will be required to remove approved improvement upon termination or expiration of this Lease and, if not, the amount of any compensation ISU is to pay the City for the approved

improvement. The City shall keep the Premises free and clear of all liens arising out of any work performed or material furnished for the City.

6. Assignment and Subletting. Any assignment of this Lease or subletting of the Premises is prohibited without ISU's written permission. Such written permission shall not be unreasonably withheld. Such permission from ISU shall not be necessary if the City desires to enter into agreements with organizations and individuals to use the Premises periodically or temporarily, so long as such use is consistent with the use of the Premises as a public park.

7. Reserved

8. Taxes. The parties anticipate that there will be no real estate taxes or assessments assessed against the Premises or the City's improvements. Should such taxes or assessments be assessed, the City shall be responsible for the payment of such taxes or assessments.

9. Termination. The lease shall terminate upon expiration of this Lease unless earlier terminated by mutual agreement of the parties or as set forth in this paragraph related to a breach of contract. In recognition that the City might want to make additional improvements that will require additional time to depreciate, it is agreed that the City may request, and ISU may grant with the approval of the Board of Regents, extensions to this Lease Agreement term at any time.

ISU may terminate this Lease if the City breaches a material term of this Lease and such breach is serious and goes against the essence of the transaction. A breach is serious and goes against the essence of the transaction only in the following cases:

- a. The City uses the Premises for purposes other than stated in Section 3.
- b. The breach has caused or is reasonably expected to cause damages in excess of \$500,000, such amount to be adjusted annually each July 1 for inflation using the Department of Labor's Consumer Price Index-Urban [CPI-U, All Items, All City Average, 1982-84-100] issued in the preceding month; or
- c. The City has repeatedly breached a material term of this Lease within any two-year period, or the City has engaged in a pattern of material breaches of this Lease Agreement; provided, however, this clause may only apply where the City's breaches indicate deliberate indifference to the terms of this Lease.

ISU shall notify the City of its intent to terminate and the nature of the breach ISU believes has occurred and shall provide the City with a reasonable period commensurate with the nature of the breach to cure such breach. If the City fails to cure such breach by the end of the cure period, ISU shall give at least 30 days advance written notice of termination and termination shall be automatic at the end of the notice period.

10. Surrender of the Premises. Upon the termination of this Lease, the City shall vacate the Premises. Unless ISU and the City have agreed otherwise, the City shall remove, at

its expense, all buildings, structures and equipment from the Premises and restore the site of such removed building, structure and equipment to a safe and useful condition. The parties agree to meet at that time and determine a reasonable removal schedule. However, if the City makes a request in writing to extend the term of the Lease Agreement for purposes consistent with Paragraph 3 and such request is made in the period beginning three years prior and ending no later than one year prior to the end of the fifty year term of the Lease Agreement (or any mutually agreed upon modification of the term) and ISU denies the request, then the obligation to remove all improvements will be based on mutually satisfactory terms agreed to by the parties in writing.

11. Liability. The City shall indemnify and hold harmless ISU, the Board of Regents, State of Iowa and the State of Iowa and their respective officers and employees from any and all claims, demands, damages or expenses arising out of (i) the use of the Premises by any and all persons, including employees and contractors of the City or (ii) the City's breach of this Lease.

12. Insurance. The City agrees to provide and maintain, at its own expense, for the term of the lease, insurance or risk finance programs in the amounts it deems appropriate to cover the following risks:

- General Liability – for Bodily Injury and Property Damage
- Automobile Liability – for Bodily Injury and Property Damage
- Workers Compensation – statutory requirements, including self-insurance or large deductible programs
- Employers Liability – statutory requirements, including self-insurance or large deductible program
- Property Insurance – Fire and Extended Coverage, covering Physical Damage for owned property or equipment

The City shall take action reasonably required to ensure collection from insurers under any applicable policies of insurance.

13. Notices. Notices relating to this Lease shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the address set forth above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt.

14. Miscellaneous. This Lease 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 Lease by the other party shall not constitute a waiver to subsequently enforce such term or condition. The rights and remedies set forth in this Lease are not exclusive and are in addition to any other rights and remedies available in law or equity. The invalidity or illegality of one or more provisions of this Lease shall not affect the enforceability of the remaining provisions. The

parties' rights and obligations in this Lease that, by their nature, would continue beyond the termination of this Lease shall survive such termination.

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

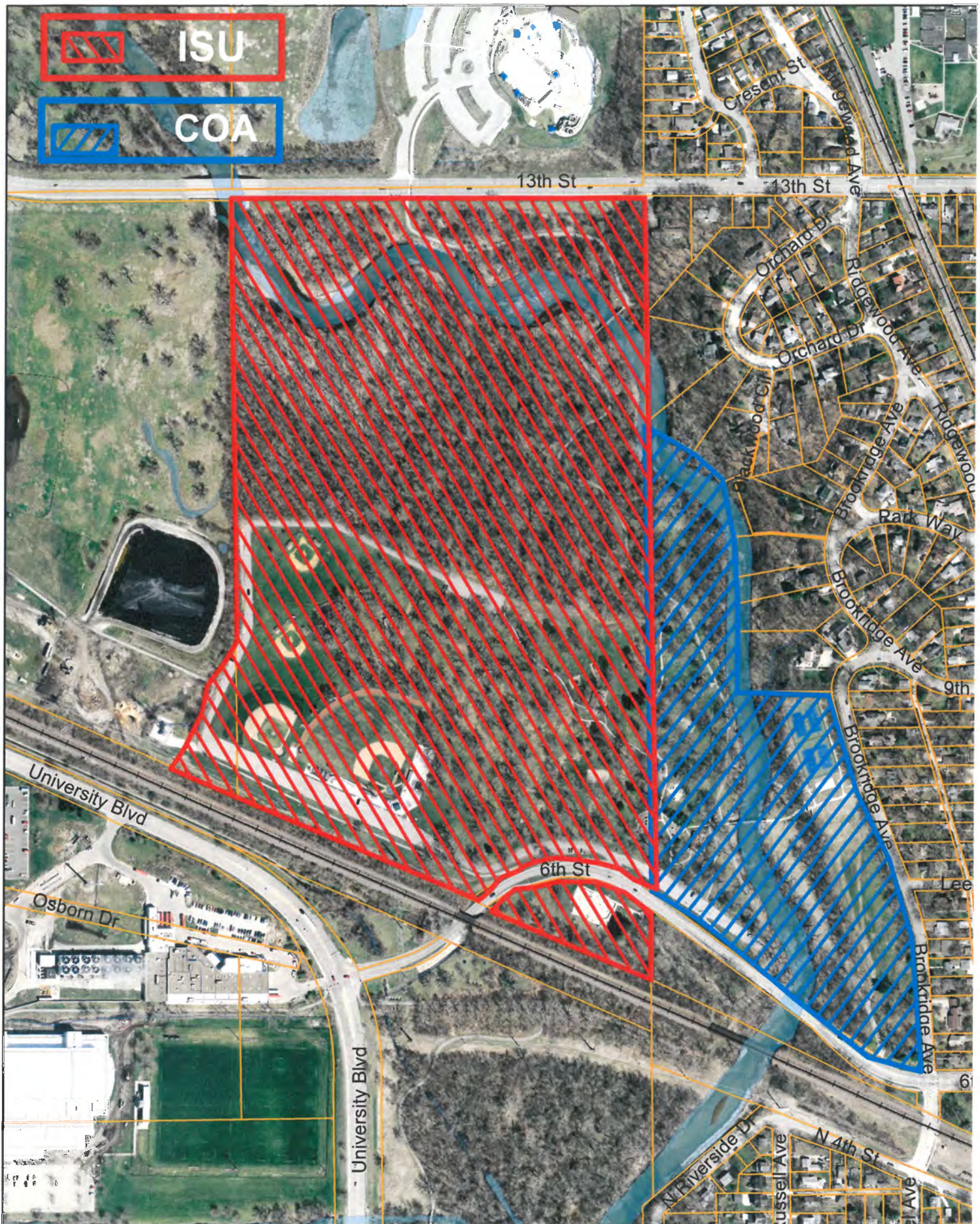
<p>IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY</p> <p>By _____ Warren Madden Senior Vice President for Business and Finance</p> <p>BOARD OF REGENTS, STATE OF IOWA</p> <p>By _____ Robert Donley Executive Director</p> <p>STATE OF IOWA, COUNTY OF POLK, ss:</p> <p>On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Donley, to me personally known and who, by me duly sworn, did say that he is Executive Director of Board of Regents, State of Iowa, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Robert Donley was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on the ____ day of _____ 2016, and the execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>	<p>CITY OF AMES, IOWA</p> <p>By _____ Ann H. Campbell Mayor</p> <p>Attest _____ Diane R. Voss City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this ____ day of _____, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2016, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>
--	--

ATTACHMENT A



Railroad Park





Brookside Park



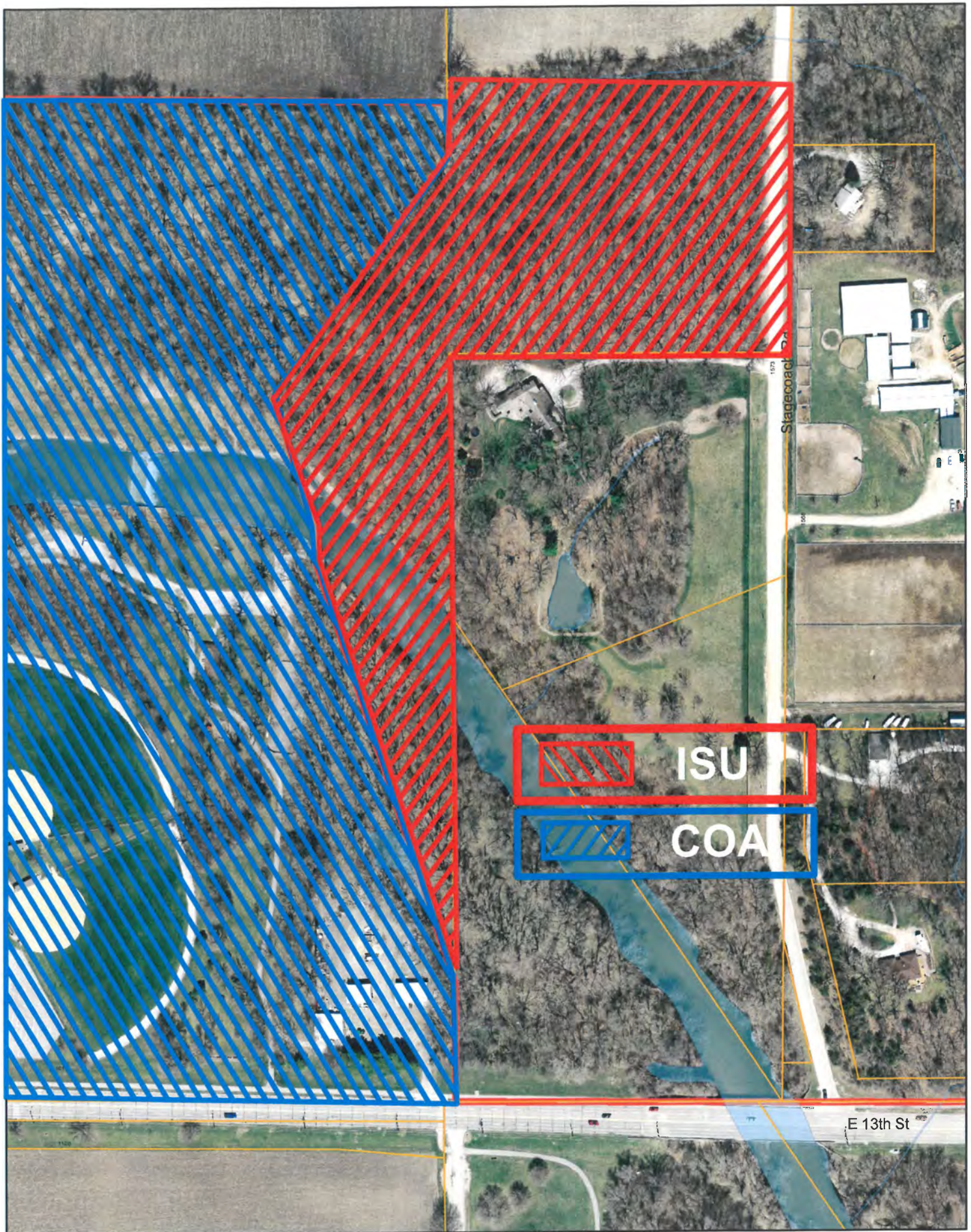
1 inch = 400 feet  
Date: 1/7/2016



Franklin Park



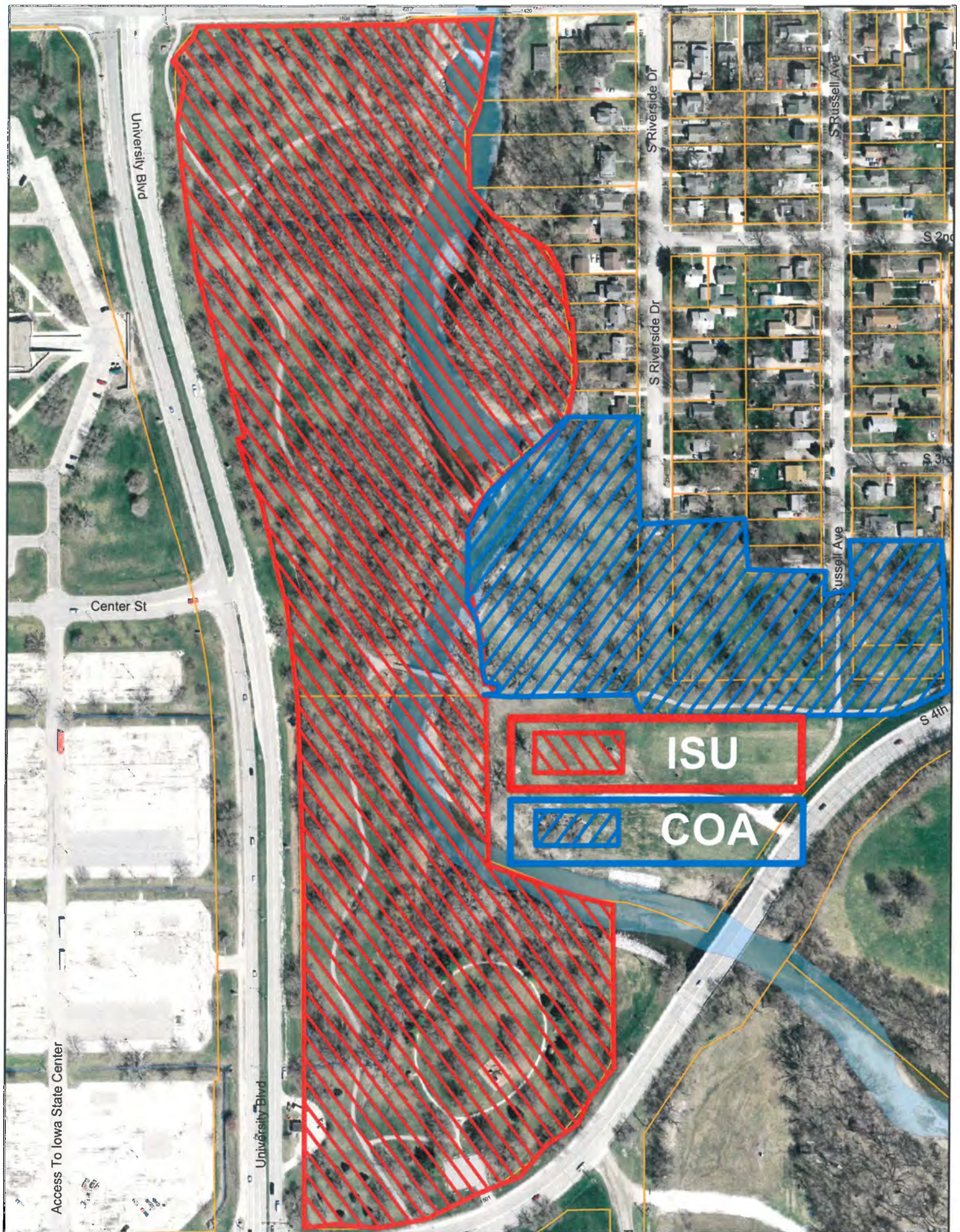
1 inch = 126 feet  
Date: 1/7/2016



McDonald Woods  
(Part of River Valley Park)



1 inch = 208 feet  
Date: 1/7/2016



Access To Iowa State Center

Center St

University Blvd

S Riverside Dr

S Riverside Dr

S Russell Ave

S Russell Ave

S 2nd

S 3rd

S 4th

ISU

COA

Stuart Smith Park



1 inch = 233 feet  
Date: 1/7/2016



Zumwalt Trail Railroad Park



1 inch = 283 feet  
Date: 1/7/2016

**COUNCIL ACTION FORM**

**SUBJECT:**           **AMENDMENTS TO CAMPUSTOWN  
URBAN REVITALIZATION PLAN CRITERIA**

**BACKGROUND:**

At the December 8, 2015 City Council meeting, staff presented amendments to the Campustown Urban Revitalization Plan based upon Council's prior direction as described in more detail below. **However, Council chose to request additional information before making a decision on enacting an amendment to the Plan. At that meeting, Council directed staff to seek input from the Campustown Action Association (CAA) regarding the standards for Non-Formula Retail occupancy requirements and for staff to discuss with the City Assessor if tax abatement can be split for different assessment classifications on a single property.**

**The CAA provided a letter that explains their support for the Non-Formula Retail percentage requirements and occupancy standards as recommended by staff on December 8<sup>th</sup>, and included as Attachment A to this report. The CAA's Letter is reflected in Attachment B.**

Staff visited with the City Assessor and described Council's question regarding whether the classification of improvements on a property could be separated between residential and commercial. A recent change to the property tax assessment law occurred in 2015 that now requires that multiple uses on a property be split out for assessment purposes; whereas, previously a property was classified by its majority of use and was only classified as one use. **Due to this change in the law, the Assessor believes he is able to apply a property tax exemption to each individual classification on a property if Council was to approve an exemption for property and pass such a determination on to the Assessor as required under statute.** It is important to emphasize that even with dual use classification on a property, it would still be important that a whole building(s) is completed before City Council determines if an individual use is qualifying real estate for tax abatement.

**URA Plan Amendment Criteria**

**The original December 8<sup>th</sup> Council Action Form is included as Attachment C.** This report detailed the staff's recommendations for the changes to the URA Plan. The recommendations have not been changed since December 8<sup>th</sup>.

Amending the URA Plan by adopting a resolution makes any approved changes effectively immediately. **This means that regardless of when construction was initiated on a property, any requests for tax abatement must be found to qualified real estate with improvements and uses that are consistent with the tax abatement criteria at the time of final approval by the City Council.** However, any previous final

tax abatement approvals would continue to be valid for the life of their exemption regardless of changes to the URA Plan.

If Council has concerns about applying the new criteria to projects that are currently under construction, the proposed amendments could have an implementation date that defers the applicability of the changes. For example, the changes could be stated to be effective for projects with improvements that are completed in 2017. This would mean that tax abatement requests starting in 2018 would have to comply with the requirements.

**Currently, there is only one project that started construction in 2015 that will be completed in 2016 and seek tax abatement by January 31, 2017.** This project is The Edge at 2311 Chamberlain. The developer, Gilbane, spoke on December 8<sup>th</sup> and described their concerns with the non-formula retail occupancy standard in general and how it could affect their project when they plan to request abatement at the end of 2016 and the potential to delay or negate a year of tax abatement if they are unable to satisfy the non-formula retail occupancy requirement.

### **ALTERNATIVES**

1. City Council may adopt a resolution to amend the Campustown Urban Revitalization Plan with the criteria included in the attached Council Action Form dated December 8, 2015. (Attachment A)
2. City Council may direct staff to make different changes to the proposed Urban Revitalization Plan criteria.
3. City Council may decline to adopt the proposed changes the Campustown Urban Revitalization Plan criteria.

### **MANAGER'S RECOMMENDED ACTION:**

Council previously gave staff direction on drafting amendments to the criteria and asked staff to bring these amendments back for Council approval once the 2320 Lincoln Way project had resolved its status for tax abatement eligibility. The 2320 Lincoln Way project was granted final approval for tax abatement on December 8, 2015.

Staff believes that the amendments shown in Attachment A encompass all of Council's previous direction regarding non-formula retail, adaptive reuse, architectural standards, driveway limitations, signage, windows, and lighting. Staff has also included an appendix to the criteria matrix (Attachment A) to help define the City's standards and expectations for compliance with the criteria.

The most difficult element of the proposed amendments has been the language regarding occupancy of the non-formula retail spaces prior to receiving tax abatement. The final language does allow for Council to approve an alternative schedule for tenancy, but there is still risk in the eyes of developers on approval of an alternative schedule. Staff believes that the current language allows for adequate time for a property owner to find an appropriate tenant, in the range of 17 months, or for Council to

allow for some latitude in getting a tenant into a space if necessary. Keeping the occupancy requirement is likely the only way to ensure that commercial space gets occupied in a reasonable amount of time after completion of the building due to the leveraging of the high value of the residential component against the lower value commercial component.

**Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 thereby adopting the amendment to the Campustown Urban Revitalization Plan with the criteria included in Attachment A.**

# CAMPUSTOWN URBAN REVITALIZATION PLAN - Criteria for Renovation or New Construction

(A)

*Project must meet one criterion of three options from Column (A).*

## (1) Slum and Blighted

Properties where a majority of the assessed valuation has been determined to be substantially unsafe or to have an unsafe use by the City Council.

-OR-

## (2) Parking & Mixed Use

- A minimum of 70% of the total required parking is provided in a structure. If utilizing a parking deck, the restrictions in Chapter 29.406(12) of the Municipal Code must be adhered to.

and

- The first floor must be used for permitted commercial and retail uses as shown in Table 29.809 (2) of the Municipal Code or for a small production facility. The second floor must be used for either commercial or retail uses as shown in Table 29.809 (2) or for household living. All floors above the second floor must be used for household living.

-OR-

## (3) Adaptive Reuse

- The building on the site is at least 50 years or older .

and

- 70% of the area of existing walls of the structure will remain.

and

- Historic materials and designs are preserved and/or restored.

(B)

*Project must meet one criterion of two options from Column (B).*

## (1) Underrepresented

Properties that are to include a business use where that actual sales of the business use is below the expected sales for the business use as determined by the City Council to be of benefit to the City.

-OR-

## (2) Design Standards

- Retail and office uses on the first floor adjacent to a public sidewalk must have direct access to the public sidewalk.

and

- Buildings greater than 3-stories shall include architectural features that create visual interest and variation in building design by differentiating building façade elements and include visual relief for long facades.

and

- Approval of master sign program by the Planning and Housing Director with signage designs that are complimentary to the building design and supports business identity

and

- Limit driveways along Lincoln Way and Welch Avenue if alternative means of access are available. No drive-troughs are allowed along the Lincoln Way and Welch Avenue.

and

- 100% of the front facades and 80% of the remaining sides of the structure shall be faced with clay brick for the first four stories. On stories five through seven any other building materials except vinyl will be allowed. -OR- An adaptive reuse project(A3) may use siding materials that are historically significant for all stories of a building.

(C)

*All commercial development must provide space for Non-Formula Retail (NFR) as described below.*

The square foot area required for NFR corresponds to the total commercial development square footage:

Total commercial square footage	Minimum NFR
• 0 - 2,499	none
• 2,500 - 4,999	1,000
• 5,000 - 9,999	2,200
• 10,000 - 14,999	3,700
• 15,000 - 24,999	6,000
• 25,000 +	7,500

All minimum NFR square footage must be occupied by a NFR tenant at the time of application for the first year of tax abatement approval, unless an alternative schedule for tenant occupancy has been approved by City Council.

Non-Formula Retail means ten or less independent or formula businesses that are in operation prior to receiving final approval of tax abatement. Real estate offices are not considered to be a non-formula retail business. (see appendix for full definition of Non-Formula Retail)

(D)

*All residential uses shall also meet the following criteria or equivalent as approved by City Council.*

1. Limit commercial space in the same building to the ground floor.
2. Provide separate entrances for commercial and residential uses.
3. Residential entrances are visible from the street and provide secure access.
4. Prevent access from the exterior to the interior through doors that serve only as fire exits.
5. Prohibit public access to structured parking, using overhead door and secure access control.
6. Provide transparent glass windows into all stairwells.
7. Provide camera monitoring of all pedestrian and vehicle entrances and areas.
8. Minimum widths of all exit routes: 48" for halls, 42" for doors, 60" between rails for stairs.
9. No balconies are permitted.
10. Provide for natural daylight requirements of applicable codes with exterior windows.
11. On facades facing any street use only fixed windows, note modified tamper resistant windows do not comply.
12. Design of all other windows to prevent passing of sphere larger than 4" diameter.
13. Prevent by physical means access to all roofs.
14. Where access is not required, provide security fencing controlling access to all areas between new or existing buildings.
15. Provide a minimum of four 100w metal halide or LED 6,500 lumens light fixtures on each building façade: two at elevation between first and second floors and two at elevation between third and fourth floor.

## Campustown URA Criteria Appendix

---

1. All Projects must comply with an option from both column A and column B and all of the requirements of column C. Additionally, projects with residential uses must also comply with all requirements of column D.
2. Projects requesting final tax abatement approval must be compliant with an approved Site Development Plan and have received a certificate of building occupancy from the City of Ames Inspection Division.
3. All features incorporated into a project to meet URA criteria must be maintained for the life of the tax abatement.
4. Applications for final tax abatement approval must include supporting documentation for each of the relevant criteria.
5. Non-Formula Retail space must be occupied at the time of initial final tax abatement approval by a tenant(s) that meets the definitions below. Once tax abatement has been granted, the initial NFR tenant(s) will be deemed to conform to the NFR definition for the full term of occupancy of the NFR required square footage, regardless of if the business grows and exceeds the NRF limitation on the number of establishments. If the NRF square footage or portion of the square footage becomes vacant during the life of the tax abatement schedule, it only may be reoccupied by a NFR tenant. A project will continue to conform to the URA Criteria during the marketing and leasing of vacant NFR space after the initial occupancy of the NFR space.

**Non-Formula Retail (NFR)** is defined as an Office, Trade, or small production facility use that does not meet the definition of Formula Retail. A NFR business must have 9 or less operating locations and the proposed Campustown location can be number 10 at the time of tax abatement approval.

**Formula Retail** is defined as a use that is an Office or Trade Use described in Article V of Chapter 29 Zoning Ordinance of the City of Ames Municipal Code that provides a standardized array of services or goods or contractually branded good or services that makes it substantially similar to 11 or more (including the proposed new location) other businesses located in the United States of America, regardless of ownership or operation, with at least one of the following additional traits of standard employee uniforms, architectural décor, façade appearance, trademarks, signage, menu, or similar standardized features so as make it nearly identical to another business. Real estate or leasing offices of any type are included as Formula Retail regardless of the number of locations. Examples of formula business can include company owned business locations, individual franchise locations, branch locations, etc.

A request for final tax abatement approval must include a list of tenants within the project and evidence supporting a determination finding a tenant to meet the NFR definition.

### 6. Architectural Design Guidelines:

The intent of this criterion is to promote building variation appearance within Campustown. The relative scale of new buildings can lead to similar building appearances due to construction techniques, uniform roof lines, and long building lengths; whereas, Campustown historically had diversity in building appearance and scale.

**Visual interest** of a building means incorporating architectural features that define buildings elements, such as the base, middle, and top of a building. Appropriate architectural features can include window details, brick and material color variations that highlight building elements and support building identity, parapets, or expressive storefront glazing systems.

**Variation and Relief** means building offsets that affect the apparent massing of the building at the ground level or for upper stories. For example, a uniform storefront at the base of building may have upper floor relief with a courtyard or changes in façade planes, alternatively, the lower levels of the building may have the appearance of multiple facades with a building offset that differentiates the façades and has a minimum depth of 6 inches. Recessed storefronts creating outdoor usable space at the ground floor can also provide variation and relief. The degree of needed facade relief will correspond to the scale of the building and length of the facade to achieve the desired effect of the URA criteria. Long facades are generally in excess of 60 feet, substantially longer façades may necessitate additional elements of relief.

## 7. **Master Sign Program**

Sign program details in the plan shall include the style of signs (blade, channel letters, etc.) location of signs, size and scale, lighting details, method of attachment to buildings.

Signage shall be orientated to the pedestrian level, internal illuminated cabinet signs with white or light color backgrounds are prohibited, channel letters should be affixed directly to the building without a visible raceway or have a backing panel that covers a creating the appearance of an overall sign face. Preferred signage would be decorative in appearance through its use of sign face materials, design, lighting, and style of signage.

In consideration of approval of the Sign Program, the Planning Director will review the Campustown Idea Book signage guidelines, scale of signage and location in relation to the building features, and lighting type. Once a sign program is approved, individual sign permits must be consistent with the sign program.



campustown  
action  
association

Campustown Action Association  
200 Stanton Avenue, Suite 102  
Ames, IA 50014

December 17, 2015

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

RE: Amendment to Campustown Urban Revitalization Plan

Dear Mayor Campbell and City Council:

Campustown Action Association (CAA) appreciates the opportunity to offer further input in finalizing the Amendment to the Campustown Urban Revitalization Plan. Per your request from City Council general meeting of December 8, 2015, the following items were approved unanimously by the Board of Directors at our monthly meeting Wednesday, December 9, 2015.

- We support the current percentage sliding scale as defined by the matrix provided by City staff.
- We support the occupancy requirement of a non-formula business before tax abatement approval. After much discussion among our Board of Directors, we maintain this position due to the fact that this element was the basis from which we built the entire tax abatement program: to encourage small business growth in our district.
- In response to Councilperson Orazem's request for feedback on any possible mechanism we could use to prevent putting the entire project at risk by the tax abatement requirements: We propose that a non-formula retail tenant must be secured at the time of application in order for a property owner to qualify for tax abatement. If occupancy cannot be executed in good faith at the time of application, we support an appeal



campustown  
action  
association

process approval by City Council on a case-by-case basis whereas a developer could receive tax abatement with formal proof a non-formula business intends to occupy the space in the very near future.

Thank you again for considering our opinions regarding this program.

Sincerely,

Rebecca J. Olson,  
Executive Director  
Campustown Action Association

Trevin Ward,  
President  
Campustown Action Association

**COUNCIL ACTION FORM**

**SUBJECT: AMENDMENTS TO CAMPUSTOWN URBAN REVITALIZATION PLAN  
CRITERIA**

**BACKGROUND:**

City Council reviewed potential changes to the Campustown Urban Revitalization Plan Criteria on both June 9, 2015 and September 8, 2015. City Council directed staff to include amendments to the URA Criteria that addressed the following issues:

1. Require Non-Formula Retail uses on a sliding scale of the total commercial square footage of a project.
2. Define Non-Formula Retail as a business with 10 or less operating businesses at the time of the request for tax abatement and that it does not have the characteristics of formula retail with common elements of appearance and services.
3. Require that Non-Formula Retail tenants occupy commercial space prior to granting tax abatement approval, or with an alternative schedule approved by the City Council.
4. Change the option for Adaptive Reuse from buildings built prior to 1941 to any building that is at least 50 years in age.
5. Add criterion for design standards to limit driveways and drive-throughs.
6. Add criterion for architectural variation and interest.
7. Modify the sign program criterion to provide more clarity on its objective.
8. Clarify fixed windows does not allow for tamper proof windows.
9. Modify lighting standards to allow for LED lighting equivalent to metal halide.

Staff has also added minor changes to clarify that a small production facility (brewery) is an allowed use on the ground floor of a mixed-use building as is permitted with the CSC zoning and that front façade means all front facades of a corner building.

The proposed criteria matrix for the Campustown Urban Revitalization Plan is Attachment A. **In further detailing out the requirements for Non-Formula Retail it is important to review the appendix of Attachment A. Notably, staff has clarified how to administer the occupancy requirement. Under the staff's recommendation, Occupancy of Non-Formula Retail space will be required at the time of initial approval of tax abatement, but to be clear, that space will not be required to be**

**continuously occupied during the life of tax abatement. This covers two scenarios that could arise over a 10-year tax abatement. One being the business grows after it is initially located in Campustown and exceeds the 10 location limit. Secondly, it addresses a circumstance that a business may fail and that the space could be vacant while searching for a new tenant. However, only a new Non-Formula Retail tenant could then occupy the required space reserved for Non-Formula Retail. (See Attachment A, paragraph 5)**

The appendix also clarifies that to be eligible for tax abatement, that a project must be in compliance with a site development plan, have building occupancy, and maintain required features for the life of the tax abatement. An application for final tax abatement approval must include documentation from the property owner in support of a finding of compliance with the criteria.

## **ALTERNATIVES**

1. City Council may adopt a resolution to amend the Campustown Urban Revitalization Plan with the criteria included in Attachment A.
2. City Council may direct staff to make different changes to the proposed Urban Revitalization Plan criteria or to the date of implementation.

This alternative could be supported if the City Council does not want to apply the Campustown Urban Revitalization Plan amendments to projects that are currently under construction. Currently, only the Edge project at 2311 Chamberlain is under construction in this Urban Revitalization Area.

## **MANAGER'S RECOMMENDED ACTION:**

Council previously gave staff direction on drafting amendments to the criteria and asked staff to bring these amendments back for Council approval once the 2320 Lincoln Way project had resolved its status for tax abatement eligibility. The 2320 Lincoln Way project is a separate item on this same agenda and the property owner now seeks the project's final approval for tax abatement. If Council grants final approval of the 2320 Lincoln Way project, it would be exempt from the proposed amendments. All projects seeking final tax abatement approval after December 8<sup>th</sup> would be subject to any amendments approved by Council.

Staff believes that the amendments shown in Attachment A encompass all of Council's previous direction regarding non-formula retail, adaptive reuse, architectural standards, driveway limitations, signage, windows, and lighting. Staff has also included an appendix to the criteria matrix to help define the City's standards and expectations for compliance with the criteria.

Council gave permission to staff to write additional design language into the criteria to ensure that there is architectural variation and interest that exceed the minimum brick material requirements within the criteria. However, because of the inherent level of discretion implied through guidelines and the need for certainty by developers, staff believes that the new standards for architecture and driveways may necessitate that

applicants more frequently seek pre-approval of their projects by Council and not just rely upon staff approval of site plans to meet the criteria. The alternative to having the standards in the Plan's criteria would be to include them as part of the zoning standards for site development plan review by staff. If the guidelines and driveway limits were in the zoning standards, then Council would not review the design as part of a project's Urban Revitalization Plan consistency determination.

The most difficult element of the proposed amendments has been the language regarding occupancy of the non-formula retail spaces prior to receiving tax abatement. Staff has received verbal comments from two Campustown developers that expressed some concern about finding qualifying tenants on the schedule required to receive tax abatement. The final language does allow for Council to approve an alternative schedule for tenancy, but there is still risk in the eyes of developers on approval of an alternative schedule.

**Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 thereby adopting the amendment to the Campustown Urban Revitalization Plan with the criteria included in Attachment A.**

# CAMPUSTOWN URBAN REVITALIZATION PLAN - Criteria for Renovation or New Construction

(A)

*Project must meet one criterion of three options from Column (A).*

## (1) Slum and Blighted

Properties where a majority of the assessed valuation has been determined to be substantially unsafe or to have an unsafe use by the City Council.

-OR-

## (2) Parking & Mixed Use

- A minimum of 70% of the total required parking is provided in a structure. If utilizing a parking deck, the restrictions in Chapter 29.406(12) of the Municipal Code must be adhered to.

and

- The first floor must be used for permitted commercial and retail uses as shown in Table 29.809 (2) of the Municipal Code or for a small production facility. The second floor must be used for either commercial or retail uses as shown in Table 29.809 (2) or for household living. All floors above the second floor must be used for household living.

-OR-

## (3) Adaptive Reuse

- The building on the site is at least 50 years or older .

and

- 70% of the area of existing walls of the structure will remain.

and

- Historic materials and designs are preserved and/or restored.

(B)

*Project must meet one criterion of two options from Column (B).*

## (1) Underrepresented

Properties that are to include a business use where that actual sales of the business use is below the expected sales for the business use as determined by the City Council to be of benefit to the City.

-OR-

## (2) Design Standards

- Retail and office uses on the first floor adjacent to a public sidewalk must have direct access to the public sidewalk.

and

- Buildings greater than 3-stories shall include architectural features that create visual interest and variation in building design by differentiating building façade elements and include visual relief for long facades.

and

- Approval of master sign program by the Planning and Housing Director with signage designs that are complimentary to the building design and supports business identity

and

- Limit driveways along Lincoln Way and Welch Avenue if alternative means of access are available. No drive-troughs are allowed along the Lincoln Way and Welch Avenue.

and

- 100% of the front facades and 80% of the remaining sides of the structure shall be faced with clay brick for the first four stories. On stories five through seven any other building materials except vinyl will be allowed. -OR- An adaptive reuse project(A3) may use siding materials that are historically significant for all stories of a building.

(C)

*All commercial development must provide space for Non-Formula Retail (NFR) as described below.*

The square foot area required for NFR corresponds to the total commercial development square footage:

Total commercial square footage	Minimum NFR
• 0 - 2,499	none
• 2,500 - 4,999	1,000
• 5,000 - 9,999	2,200
• 10,000 - 14,999	3,700
• 15,000 - 24,999	6,000
• 25,000 +	7,500

All minimum NFR square footage must be occupied by a NFR tenant at the time of application for the first year of tax abatement approval, unless an alternative schedule for tenant occupancy has been approved by City Council.

Non-Formula Retail means ten or less independent or formula businesses that are in operation prior to receiving final approval of tax abatement. Real estate offices are not considered to be a non-formula retail business. (see appendix for full definition of Non-Formula Retail)

(D)

*All residential uses shall also meet the following criteria or equivalent as approved by City Council.*

1. Limit commercial space in the same building to the ground floor.
2. Provide separate entrances for commercial and residential uses.
3. Residential entrances are visible from the street and provide secure access.
4. Prevent access from the exterior to the interior through doors that serve only as fire exits.
5. Prohibit public access to structured parking, using overhead door and secure access control.
6. Provide transparent glass windows into all stairwells.
7. Provide camera monitoring of all pedestrian and vehicle entrances and areas.
8. Minimum widths of all exit routes: 48" for halls, 42" for doors, 60" between rails for stairs.
9. No balconies are permitted.
10. Provide for natural daylight requirements of applicable codes with exterior windows.
11. On facades facing any street use only fixed windows, note modified tamper resistant windows do not comply.
12. Design of all other windows to prevent passing of sphere larger than 4" diameter.
13. Prevent by physical means access to all roofs.
14. Where access is not required, provide security fencing controlling access to all areas between new or existing buildings.
15. Provide a minimum of four 100w metal halide or LED 6,500 lumens light fixtures on each building façade: two at elevation between first and second floors and two at elevation between third and fourth floor.

## Campustown URA Criteria Appendix

---

1. All Projects must comply with an option from both column A and column B and all of the requirements of column C. Additionally, projects with residential uses must also comply with all requirements of column D.
2. Projects requesting final tax abatement approval must be compliant with an approved Site Development Plan and have received a certificate of building occupancy from the City of Ames Inspection Division.
3. All features incorporated into a project to meet URA criteria must be maintained for the life of the tax abatement.
4. Applications for final tax abatement approval must include supporting documentation for each of the relevant criteria.
5. Non-Formula Retail space must be occupied at the time of initial final tax abatement approval by a tenant(s) that meets the definitions below. Once tax abatement has been granted, the initial NFR tenant(s) will be deemed to conform to the NFR definition for the full term of occupancy of the NFR required square footage, regardless of if the business grows and exceeds the NRF limitation on the number of establishments. If the NRF square footage or portion of the square footage becomes vacant during the life of the tax abatement schedule, it only may be reoccupied by a NFR tenant. A project will continue to conform to the URA Criteria during the marketing and leasing of vacant NFR space after the initial occupancy of the NFR space.

**Non-Formula Retail (NFR)** is defined as an Office, Trade, or small production facility use that does not meet the definition of Formula Retail. A NFR business must have 9 or less operating locations and the proposed Campustown location can be number 10 at the time of tax abatement approval.

**Formula Retail** is defined as a use that is an Office or Trade Use described in Article V of Chapter 29 Zoning Ordinance of the City of Ames Municipal Code that provides a standardized array of services or goods or contractually branded good or services that makes it substantially similar to 11 or more (including the proposed new location) other businesses located in the United States of America, regardless of ownership or operation, with at least one of the following additional traits of standard employee uniforms, architectural décor, façade appearance, trademarks, signage, menu, or similar standardized features so as make it nearly identical to another business. Real estate or leasing offices of any type are included as Formula Retail regardless of the number of locations. Examples of formula business can include company owned business locations, individual franchise locations, branch locations, etc.

A request for final tax abatement approval must include a list of tenants within the project and evidence supporting a determination finding a tenant to meet the NFR definition.

### 6. Architectural Design Guidelines:

The intent of this criterion is to promote building variation appearance within Campustown. The relative scale of new buildings can lead to similar building appearances due to construction techniques, uniform roof lines, and long building lengths; whereas, Campustown historically had diversity in building appearance and scale.

**Visual interest** of a building means incorporating architectural features that define buildings elements, such as the base, middle, and top of a building. Appropriate architectural features can include window details, brick and material color variations that highlight building elements and support building identity, parapets, or expressive storefront glazing systems.

**Variation and Relief** means building offsets that affect the apparent massing of the building at the ground level or for upper stories. For example, a uniform storefront at the base of building may have upper floor relief with a courtyard or changes in façade planes, alternatively, the lower levels of the building may have the appearance of multiple facades with a building offset that differentiates the façades and has a minimum depth of 6 inches. Recessed storefronts creating outdoor usable space at the ground floor can also provide variation and relief. The degree of needed facade relief will correspond to the scale of the building and length of the facade to achieve the desired effect of the URA criteria. Long facades are generally in excess of 60 feet, substantially longer façades may necessitate additional elements of relief.

## **7. Master Sign Program**

Sign program details in the plan shall include the style of signs (blade, channel letters, etc.) location of signs, size and scale, lighting details, method of attachment to buildings.

Signage shall be orientated to the pedestrian level, internal illuminated cabinet signs with white or light color backgrounds are prohibited, channel letters should be affixed directly to the building without a visible raceway or have a backing panel that covers a creating the appearance of an overall sign face. Preferred signage would be decorative in appearance through its use of sign face materials, design, lighting, and style of signage.

In consideration of approval of the Sign Program, the Planning Director will review the Campustown Idea Book signage guidelines, scale of signage and location in relation to the building features, and lighting type. Once a sign program is approved, individual sign permits must be consistent with the sign program.

ITEM #: 31  
DATE: 1-12-16

**COUNCIL ACTION FORM**

**SUBJECT: Rezone from “RL” (Residential Low Density Zone) to “RH” (Residential High Density) for a property located at 1110 Delaware Avenue**

**BACKGROUND:**

The property owner is interested in rezoning approximately 0.6 acres at 1110 Delaware Avenue (*See Attachment A and Attachment F*) from “RL” Residential Low Density to “RH” High-Density Residential (*See Attachment B and Attachment D*).

The applicant desires to rezone the property for future investment of multi-family construction. Currently, the applicant has no immediate plans to construct a new building on this property. The current home is a single-family detached structure. Changing the zoning to RH would allow up to 12 units to be constructed on the property, subject to conformance with zoning standards. In contrast, with the property maintaining its current RL zoning the property may be able to be subdivided into a flag lot that would allow for one additional home.

The subject property is currently bordered on the north and west by RH zoning. To the east of this property it is bordered by North Dakota Avenue and there is RL zoning east of North Dakota Avenue. RL also exists to the immediately south of the site. The uses in the area are mostly apartments to the north and a mix of two-family types homes to the south.

The Ames Land Use Policy Plan (LUPP) Future Land Use Map shows the subject site with the intersection of the High Density and Low Density land use designation boundaries. (*See Attachment C*) **The applicant believes that the majority of the site is within the High Density Residential Designation and that such a designation supports rezoning to RH.**

**Staff concurs that the land use designation for the site supports High Density Residential for the property. Rezoning of the property would make it contiguous to existing RH zoning to the north and west. Thus the requested zoning classification can be justified based upon the same type of zoning bordering this property, the current LUPP designation, and that the actual use of properties in the area is high density housing to the immediate north and west as well as two-family style housing in the RL areas to the immediate south of this property.**

The High Density Site Evaluation Matrix has been completed and is attached. Staff overall viewed the site to be an average area for high density based on its location in an existing multi-family area and its proximity to a schools, park, and one transit line on

Ontario Street. (Attachment E)

At the December 16, 2015 Planning & Zoning Commission meeting the Planning & Zoning Commission recommended by a vote of 5-0 to approve rezoning property at 1110 Delaware Avenue from Residential Low Density Zone (RL) to Residential High Density Zone (RH).

**ALTERNATIVES:**

1. The City Council can approve the request for rezoning from “RL” (Residential Low Density Zone) to “RH” (Residential High Density) for the property located at 1110 Delaware Avenue, based upon the applicant’s project description and staff’s analysis.
2. The City Council can deny the request for rezoning of the property located at 1110 Delaware Avenue, if the Commission finds that the request is not consistent with the City’s regulations and policies.
3. The City Council can defer action on this request and refer it back to City staff and/or the applicant for additional information.

**CITY MANAGERS RECOMMENDED ACTION:**

The proposed rezoning fits within the context of this block and with the established patterns of use. The LUPP land use designation also supports allowing for the rezoning. The rezoning allows for an increase in development potential from one additional flag lot home to a maximum of 12 units if the house is demolished and the site rebuilt with apartments. However, due to development regulations it may be fewer than 12 units upon redevelopment.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1, which is to approve the request for rezoning of the property, located at 1110 Delaware Avenue, from “RL” (Residential Low Density) to “RH” (High-Density Residential), as depicted in *Attachment D*.

## ADDENDUM

### *Zoning History*

The High Density Residential Zoning district (RH) allows for single-family homes if those homes were pre-existing at the time of rezoning. Prior to the zoning code update in 2000, this property was zoned under the R-2 Low Density Residential zone. R-2 allowed for single family and two-family homes. This property was then brought into the current Low Density Residential (RL) zoning at that time of the adoption of the 2000 zoning ordinance as a pre-existing structure. In this case pre-existing means that the structure in question is built to the legal specifications and requirements of the existing zoning at the time the property on which the structure sits is rezoned. Currently there are no building permits active for this property nor have there been any site plans submitted to the Planning & Housing Department. The applicant's future plans for the property, as stated in the application, do not conflict with allowed uses in the proposed RH zoning classification.

### *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:

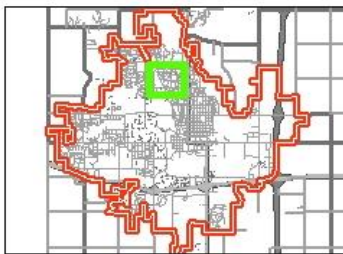
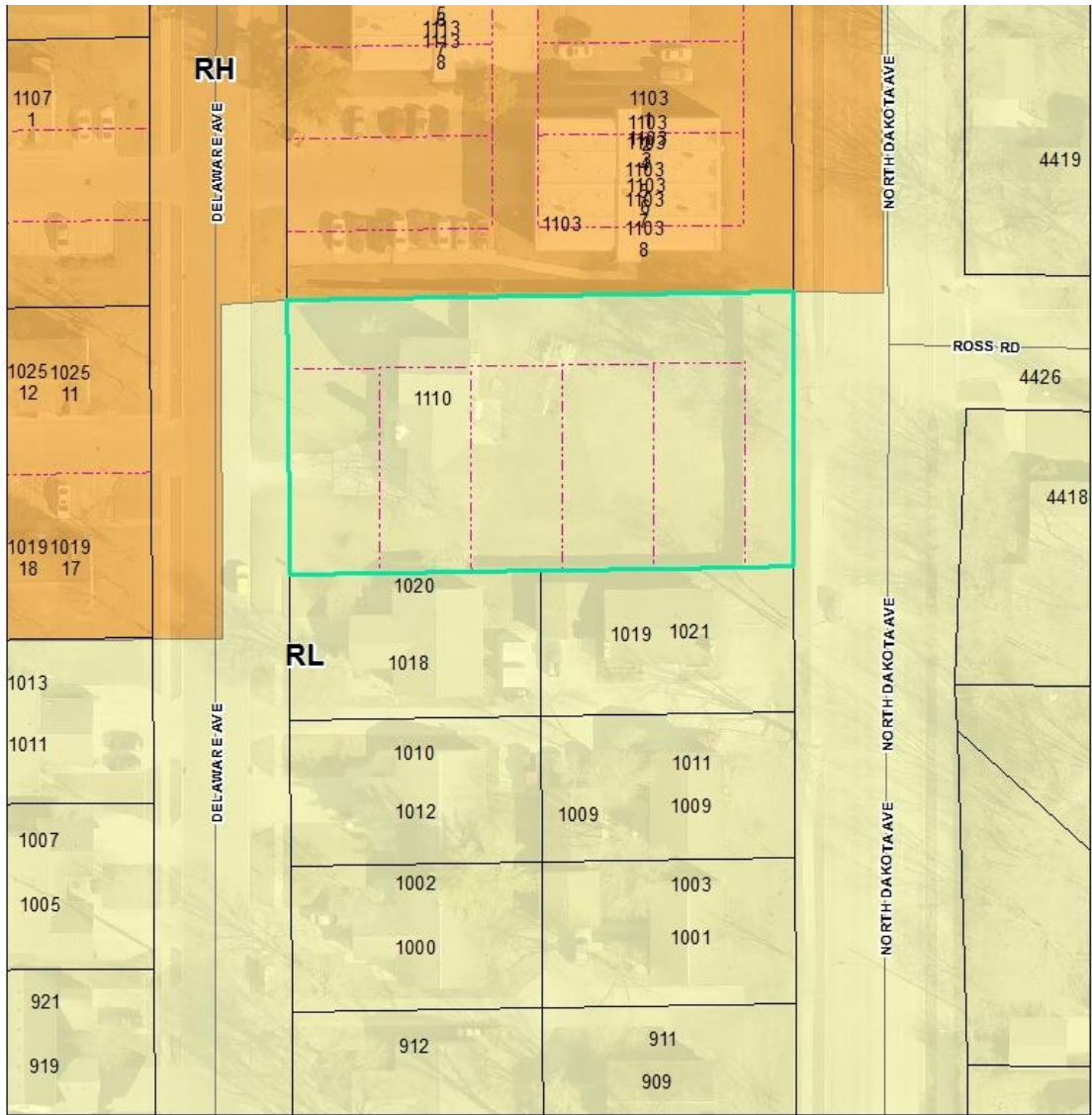
1. *Ames Municipal Code Section 29.1507(2)* allows owners of fifty percent (50%) or more of the area of the lots in any district desired for rezoning to file an application requesting that the City Council rezone the property. The owner of this single parcel has requested the rezoning.
2. The subject property has been designated on the Land Use Policy Plan (LUPP) Future Land Use Map as "Residential High Density."
3. The "Residential High Density" land use designation supports the "RH" (Residential High Density) zoning designation. Under the "RH" zoning designation, multiple-family residential development can be accommodated subject to the Zone Development Standards allowed within this zone, as described in Chapter 29, Article 7, of the Municipal Code.
4. Infrastructure is available to this site. The owner will need to ensure any necessary upgrades to the services at this site are coordinated through public works should a new structure be constructed on this site in the future.
5. Access to this site is from Delaware Avenue, a public street right-of-way. There is no direct access to the minor arterial roadway of North Dakota Avenue.

## Attachment A-Location Map



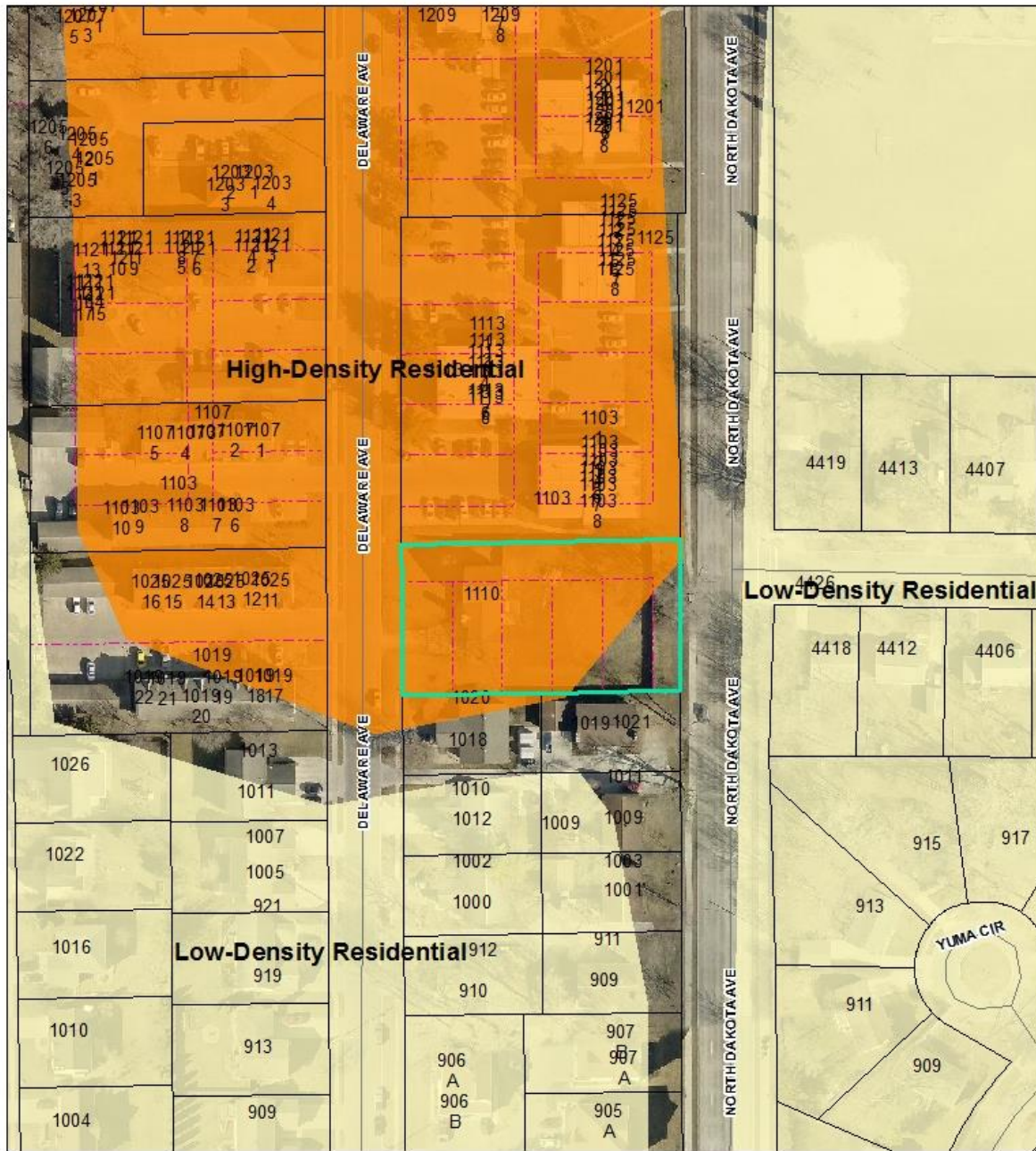
**Location Map**  
**1110 Delaware Avenue**

## Attachment B- Zoning Map Existing



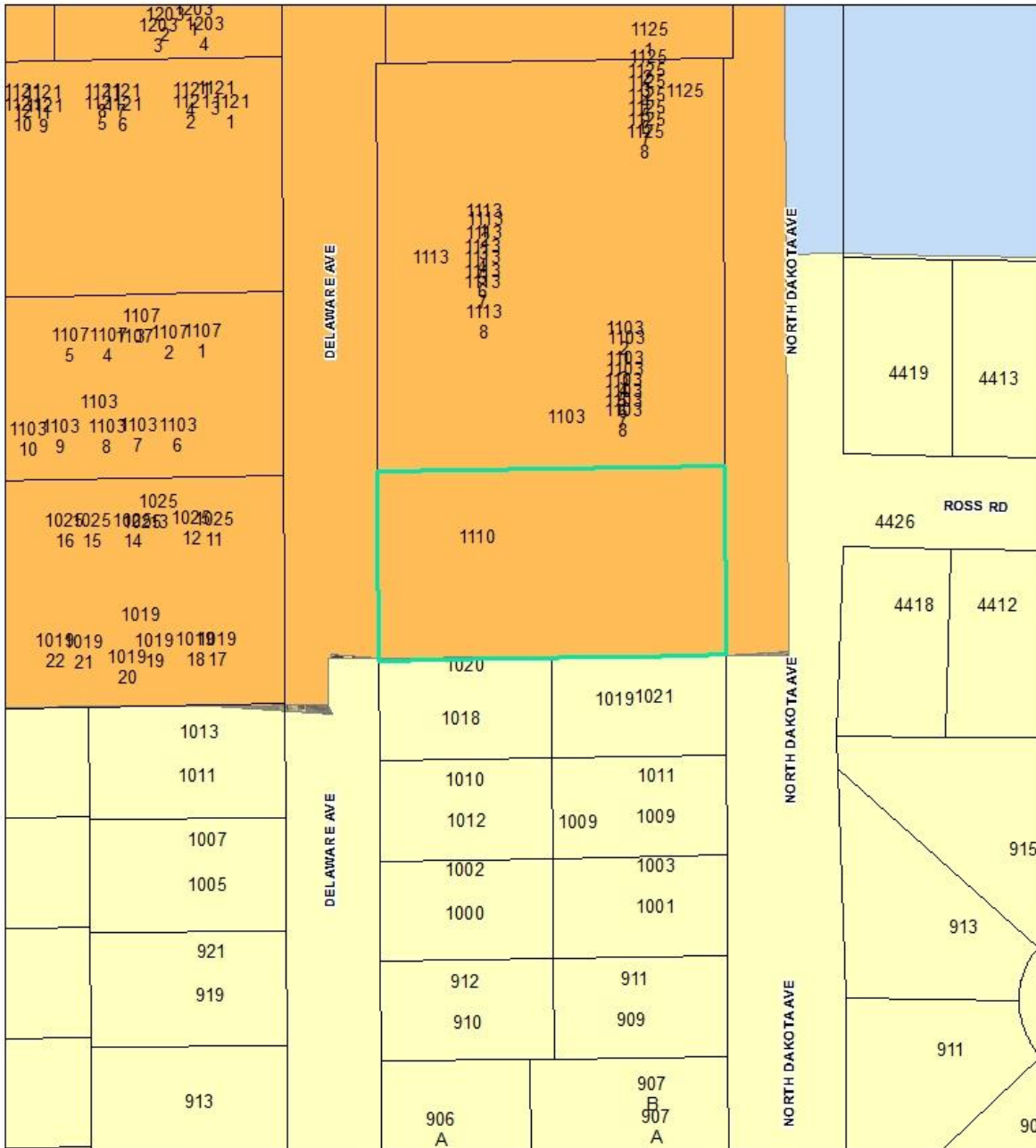
**Current Zoning**  
**1110 Delaware Avenue**

## Attachment C- LUPP Map



**Current LUPP Designation**  
**1110 Delaware Avenue**

## Attachment D- Proposed Zoning Map



**Proposed RH Zoning  
1110 Delaware Avenue**

Attachment E- RH Site Evaluation Matrix	Project Consistency		
	High	Average	Low
<b>Location/Surroundings</b>			
Integrates into an existing neighborhood with appropriate interfaces and transitions High=part of a neighborhood, no significant physical barriers, includes transitions; Average=adjacent to neighborhood, some physical barriers, minor transitions; Low=separated from an residential existing area, physical barriers, no transitions available	X		
Located near daily services and amenities (school, park ,variety of commercial) High=Walk 10 minutes to range of service; Average=10 to 20 minutes to range of service; Low= Walk in excess of 20 minutes to range of service. *Parks and Recreation has specific service objectives for park proximity to residential		X	
Creates new neighborhood, not an isolated project (If not part of neighborhood, Does it create a critical mass or identifiable place, support to provide more services?)		X	
Located near employment centers or ISU Campus (High=10 minute bike/walk or 5 minute drive; Average is 20 minute walk or 15 minute drive; Low= exceeds 15 minute drive or no walkability)		X	
<b>Site</b>			
Contains no substantial natural features on the site (woodlands, wetlands, waterways)		X	
Located outside of the Floodway Fringe	X		
Separated adequately from adjacent noise, business operations, air quality (trains, highways, industrial uses, airport approach)		X	
Ability to preserve or sustain natural features		X	
<b>Housing Types and Design</b>			
Needed housing or building type or variety of housing types			X
Architectural interest and character			X
Site design for landscape buffering			X
Includes affordable housing (Low and Moderate Income))			X
			X
<b>Continued next page...</b>			

<b>Transportation</b>			
Adjacent to CyRide line to employment/campus High=majority of site is 1/8 miles walk from bus stop; Average= majority of site 1/4 mile walk from bus stop; Low= majority of site exceeds 1/4 miles walk from bus stop.		X	
CyRide service has adequate schedule and capacity High=seating capacity at peak times with schedule for full service Average=seating capacity at peak times with limited schedule Low=either no capacity for peak trips or schedule does not provide reliable service		X	
Pedestrian and Bike path or lanes with connectivity to neighborhood or commute		X	
Roadway capacity and intersection operations (existing and planned at LOS C)		X	
Site access and safety		X	
<b>Public Utilities/Services</b>			
Adequate storm, water, sewer capacity for intensification High=infrastructure in place with high capacity Average=infrastructure located nearby, developer obligation to extend and serve Low=system capacity is low, major extension needed or requires unplanned city participation in cost.	X		
Consistent with emergency response goals High=Fire average response time less than 3 minutes Average=Fire average response time within 3-5 minutes Low=Fire average response time exceeds 5 minutes, or projected substantial increase in service calls		X	
<b>Investment/Catalyst</b>			
Support prior City sponsored neighborhood/district investments or sub-area planning			X
Creates character/identity/sense of place			X
Encourages economic development or diversification of retail commercial (Mixed Use Development)			X

## Attachment F- Property Owner Statement

1/2. Reasons for Requesting Rezoning:

Since the property (located) between high and low density it makes sense to make it attractive for future investment, and

another big reason is the size of the lot which is over 26000.00 square feet.

3. Current zoning: Low density

4. proposed " : high "

5. proposed use for future : apartments.

6. (Attachment).

7. Land area: over 26,000 ft<sup>2</sup>.

8. (Attachment).

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 1110 Delaware Avenue, is rezoned from Residential Low-Density (RL) to Residential High-Density (RH):

**Real Estate Description:** Lots One (1), Two (2), Three (3), Four (4), and Five (5), Block Two (2), in the Original Town of New Philadelphia, now situated within and a part of Ames, Iowa, AND one-half or 30 feet of the streets marked and designated on the plat of New Philadelphia which adjoins said Block 2 on the North and the East of said Lots 1, 2, 3, 4, and 5, Block 2, Original Town of New Philadelphia, now situated within and a part of the City of Ames, Iowa.

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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane R. Voss, City Clerk

\_\_\_\_\_  
Ann H. Campbell, Mayor

**COUNCIL ACTION FORM**

**REQUEST: REZONE FROM A (AGRICULTURAL) TO FS-RL (SUBURBAN RESIDENTIAL LOW DENSITY) WITH A MASTER PLAN FOR PROPERTIES LOCATED AT 5442 AND 5440 GRANT AVENUE.**

**BACKGROUND:**

Hunziker Development Company is requesting rezoning of two parcels of approximately 7.50 acres from Agriculture to Suburban Residential Low Density (FS-RL). Boundaries of the site are Grant Avenue on the west, Quarry Estates Subdivision to the north, Ada Hayden Heritage Park on the east, and Hayden's Crossing, a residential subdivision to the south for which a Preliminary Plat was recently approved. *(See Attachment A, Location Map, Attachments C & D, Existing & Proposed Zoning)* The proposed project also includes approval of a Master Plan that shows the site combined for development with the previously approved Hayden's Crossing to the south. *(see Attachment E, Master Plan)*. Following rezoning, the owner intends to revise the Preliminary Plat for Hayden's Crossing, and include this land as part of the subdivision.

This land was annexed by the City on December 30, 2013. Before annexation, the Ames Urban Fringe Plan designated this property for Urban Residential land use and Watershed Protection Area, since it is within the watershed of Ada Hayden Lake. Upon annexation, the property was designated as Village/Suburban Residential on the Land Use Policy Plan map. *(See Attachment B, Land Use Policy Plan Future Land Use Map)* The "FS-RL" zoning district is consistent with this land use designation. Support materials provided by the applicant *(Attachment H, Applicant's Narrative)* describe how the proposed rezoning and implementation of the proposed development is consistent with all ten goals of the Land Use Policy Plan. **Ultimately, development of the site will require approval of a Conservation Subdivision subsequent to approval of the rezoning request.**

The proposed Master Plan *(see Attachment E, Master Plan)* is designed to integrate with the prior approval of Hayden's Crossing for the properties at 5442, 5440 and 5400 Grant Avenue. Developable acres for the combined areas will include approximately 10.01 net acres with common open space, storm water detention areas, and buffers comprising 5.82 net acres of the combined area. The new area for development as part of this rezoning request and master plan will constitute approximately 2.5 acres of the 10 net developable acres.

Project details of the combined Master Plan areas include:

1. Developable acreage of approximately 10.01 acres. Applicant proposes single family detached units. Total development will meet minimum density requirements of 3.75 units per net acre. A total of 46 dwelling units are planned for Hayden's Crossing subdivision, as described by the applicant. Note that the

maximum density under FS-RL would permit approximately 100 dwelling units at 10 dwelling units per net acre.

2. Two access points on the west with Grant Avenue. One access point is required to be coordinated with development to the west, this was previously discussed as part of the original Hayden's Crossing approval.
3. A second pedestrian trail access will be part of the new area with a connection at the northeast corner of the site to connect to the trail provided with Quarry Estates. The original approval had one point of access to the south.
4. Conservation areas along the west, east and south perimeter of the site. Including, a minimum 30-ft wide buffer of undevelopable open space between the developed lots of Hayden's Crossing and Grant Avenue, as well as between Hayden's Crossing and the City-owned property to the east and south, to be planted with native grasses and forbs during the first phase of the development.

The attached addendum includes a full description of the Master Plan and analysis of the rezoning proposal.

The site is subject to the Ames Conservation Subdivision standards. These standards are designed to protect the quality of water in Ada Hayden Lake, protect existing surface drainage systems, promote interconnected greenways, provide commonly-owned open space and conservation areas and protect such areas in perpetuity. The Master Plan shows approximately 37% of the property as conservation areas and open space distributed throughout the development and abutting the residential areas.

Prior to annexation, an agreement was approved by owners of this subject property and other land parcels between Ada Hayden Heritage Park and the railroad right-of-way, and south of 190<sup>th</sup> Street, which established the timing and responsibility for extension of all of the urban infrastructure necessary to provide city services to this area as an assessment district (Grant Avenue) and connection districts (sewer and water). Sewer and water main extensions have been constructed and street construction is nearing completion. Utilities are available to serve the development.

**Staff concludes that the Master Plan identifies developable and undeveloped areas, range of uses and residential unit types consistent with the proposed FS-RL zoning district. Staff believes it is consistent with the Objectives and Future Land Use Map of the City of Ames Land Use Policy Plan.**

#### **Planning and Zoning Commission Recommendation**

The Commission conducted a public hearing on December 16, 2015, and recommended approval (5-0) of the proposed rezoning from "A" to "FS-RL", including the proposed Master Plan. The Commission discussed the two access points to Grant Avenue, along the west boundary of the site. Staff explained to the Commission that the location of the access points on Grant Avenue would need to be resolved, prior to approval of the final plat for Hayden's Crossing Subdivision.

### **ALTERNATIVES:**

1. The City Council can approve, on first reading, the request for rezoning from Agricultural (A) to Suburban Residential Low Density (FS-RL), including the Master Plan to be integrated with the development site to the south, with the signed zoning agreement.
2. The City Council can deny the request for rezoning from Agricultural (A) to Suburban Residential Low Density (FS-RL), including the Master Plan, if the 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.

### **CITY MANAGER'S RECOMMENDED ACTION:**

As noted in the attached addendum, the proposed rezoning is consistent with the Land Use Policy Plan goals, objectives, and policies and land use designations. Adequate infrastructure has been provided for at the time of development. The Master Plan provides for developed areas, conservation areas and open space, housing types and densities that are consistent with the proposed FS-RL zoning district standards and generally consistent with the intent of subsequent Conservation Subdivision standards. The Master Plan also provides adequately for transportation connections and circulation and for interface with Ada Hayden Heritage Park that are in the best interests of the community, under the proposed conditions.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1, which is approval of the request for rezoning, on first reading, from Agricultural (A) to Suburban Residential Low Density (FS-RL), including the Master Plan designed to be integrated with the development to the south, with the signed zoning agreement.

## **ADDENDUM**

**Existing Land Use Policy Plan.** The LUPP designation of the entire subject area is Village/Suburban Residential. The proposed change in zoning to FS-RL is consistent with that designation as one option for zoning of the site. The applicant has provided support materials (*see Attachment H – Applicant’s Narrative*) regarding how the proposed rezoning is consistent with the Land Use Policy Plan. These materials describe how the proposed rezoning and implementation of the proposed development is consistent with all ten goals of the LUPP.

The LUPP designation of the property to the east and south is Parks and Open Space, with Ada Hayden Lake and its surrounding land designated as Environmentally Sensitive Area. Property to the west is the future Rose Prairie development and designated as Village/Suburban Residential.

The property to the north (Quarry Estates subdivision) is located inside the city limits, and is designated as Village/Suburban Residential.

**Existing Uses of Land.** Land uses that occupy the subject property and other surrounding properties are described in the following table:

<b>Direction from Subject Property</b>	<b>Existing Land Uses</b>
Subject Property	Farmstead, including two single-family detached dwellings
North	Farm Land, future Quarry Estates Development
East	Ada Hayden Heritage Park
South	Ada Hayden Heritage Park, trailhead and future parking lot
West	Farm Land, Former Farmstead

**Existing Zoning.** The site is zoned as Agricultural (A). The property directly to the east and south is Ada Hayden Heritage Park, zoned as Government/Airport (S-GA). To the north is Quarry Estates, which includes land zoned as Suburban Residential Low Density (FS-RL), and land zoned as Suburban Residential Medium Density (FS-RM). Land to the west, on the other side of Grant Avenue is zoned as Agricultural (A).

The proposed zoning is reflected in *Attachment D – Proposed Zoning*.

**Proposed Floating Suburban Zoning.** The applicant has requested FS (Floating Suburban) zoning as an alternative to Village Residential Zoning. FS zoning is an option that may be selected by an applicant to create a more homogenous development type as compared to the heterogeneous development pattern of Village Residential. With FS zoning there is an option for Residential Low Density or Residential Medium Density. The applicant is proposing FS-RL zoning which allows for either single family attached or single family detached housing within the same zoning district. **Development within**

**FS-RL zoning must reach a minimum density of 3.75 units per net acre and not exceed 10 units per net acre.**

**Master Plan.** 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 – Applicable Regulations*).

The entire property has been in agricultural use for many years. An inventory of vegetation and structures required by the Conservation Subdivision standards has been submitted for the land at 5400 Grant Avenue, and was part of the consideration and approval of the preliminary plat for this property. A review of an inventory will also be required for the land at 5440 and 5442 Grant Avenue, at the time of approval of the revised Preliminary Plat for Hayden's Crossing. The Master Plan proposes areas for homes and conservation areas with residential development on 10.01 net acres of the property and common open space and conservation areas totaling approximately 5.82 net acres. Approximately 2.5 net developable acres are being added with the requested rezoning and master plan.

The Master Plan combined with the original Hayden's Crossing would result in a development pattern with single-family attached dwellings, for a total of an estimated 46 dwelling units. The proposed rezoning facilitates the development of the south area with the addition of a public street to complete a looped road system.

The minimum density standard for the area to be rezoned to FS-RL is 3.75 dwelling units per net acre. The revised Master Plan proposes a minimum net density for the area to be zoned FS-RL of approximately 4.59 dwelling units per acre, including single-family detached homes. Full review of net acreage will occur with the subsequent revised preliminary plat subdivision review.

Each detached single-family home must be on its own individual lot. Layout and specific design of the site will be evaluated at the time of review of the revised preliminary plat.

**Access.** The integrated Master Plans include two access points with the existing street, Grant Avenue, that borders the west property line of the site. Alignment of access points will need to be coordinated with planned access points to the west prior to preliminary plat approval.

**Ada Hayden Heritage Park.** Among of the attractions of Hayden's Crossing will be its proximity to Ada Hayden Heritage Park and the view into the park's naturalized landscape from some of the Hayden's Crossing lots. The proposed project with its Master Plan seeks to protect the park landscape from the development and the many more people who will be living next door to it. **An additional trail connection is proposed with this Master Plan at the Northeast corner of the development.**

The Master Plan includes a buffer between the developed lots of Hayden's Crossing and the park. This buffer will consist of 30 feet (minimum) of open space running along the entire shared property boundary, in which development is prohibited. It will be

planted with native grasses and forbs. The shared property boundary itself will be identified with permanent markers designed by the city. This entire buffer will be established, installed and maintained by the Hayden's Crossing property owners association.

**Landscape Buffers.** Other landscape buffers, with a width of 25-feet, will be established between the proposed single-family units and Grant Avenue. The use of buffering is consistent with the development expectations identified within FS zoning standards.

**Conservation Subdivision.** The subject area is within the watershed that drains into Ada Hayden Lake, which the city uses for a back-up water supply. To protect the quality of the water in the lake, the development is required to comply with the Conservation Subdivision standards of Ames *Municipal Code*, Section 23.600.

In addition to protecting water quality, the intent of the Conservation Subdivision Developments is to protect existing surface drainage systems, to promote interconnected greenways, to provide commonly-owned open space and conservation areas and to protect such areas in perpetuity.

The Conservation Subdivision standards address lot arrangement, buffer distances from drainage ways, stormwater management systems and pedestrian and bicycle facilities. Many of these standards will apply only during the subdivision process.

**Open Space and Conservation Areas.** Several Conservation Subdivision standards are evident in the Master Plan. Conservation areas and open space is required to comprise at least 25% of the property and must be distributed throughout the development. The Master Plan identifies approximately 37% of the land area as open space and conservation areas with the integrated development of Hayden's Crossing.

Because no significant native plant communities exist on the site, this conservation area and will be "naturalized" by establishing native plant communities. Conservation easements will be established for all conservation areas and maintained according to a conservation area management plan that is required during the subdivision process.

A requirement of the Conservation Subdivision ordinance is that 80% of the residential lots must abut a conservation area or open space. Therefore, the Master Plan layout demonstrates an effort to plan a development pattern of residential areas around central open spaces or conservation areas. The details of features within the conservation areas will be part of the revised preliminary plat review. The revised preliminary plat also will provide the arrangement of these lots and the local streets serving them and final configuration of open space areas.

**Water Quality.** In addition to the protection of the water quality in Ada Hayden Lake afforded by the Conservation Subdivision standards, the city also has design standards for new construction to protect surface waters from degradation due to storm water runoff. Ames *Municipal Code*, Chapter 5B "Post Construction Stormwater Management" contains these standards and also references the "Iowa Stormwater Management

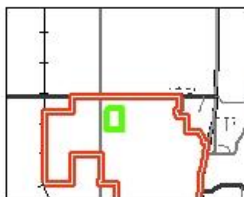
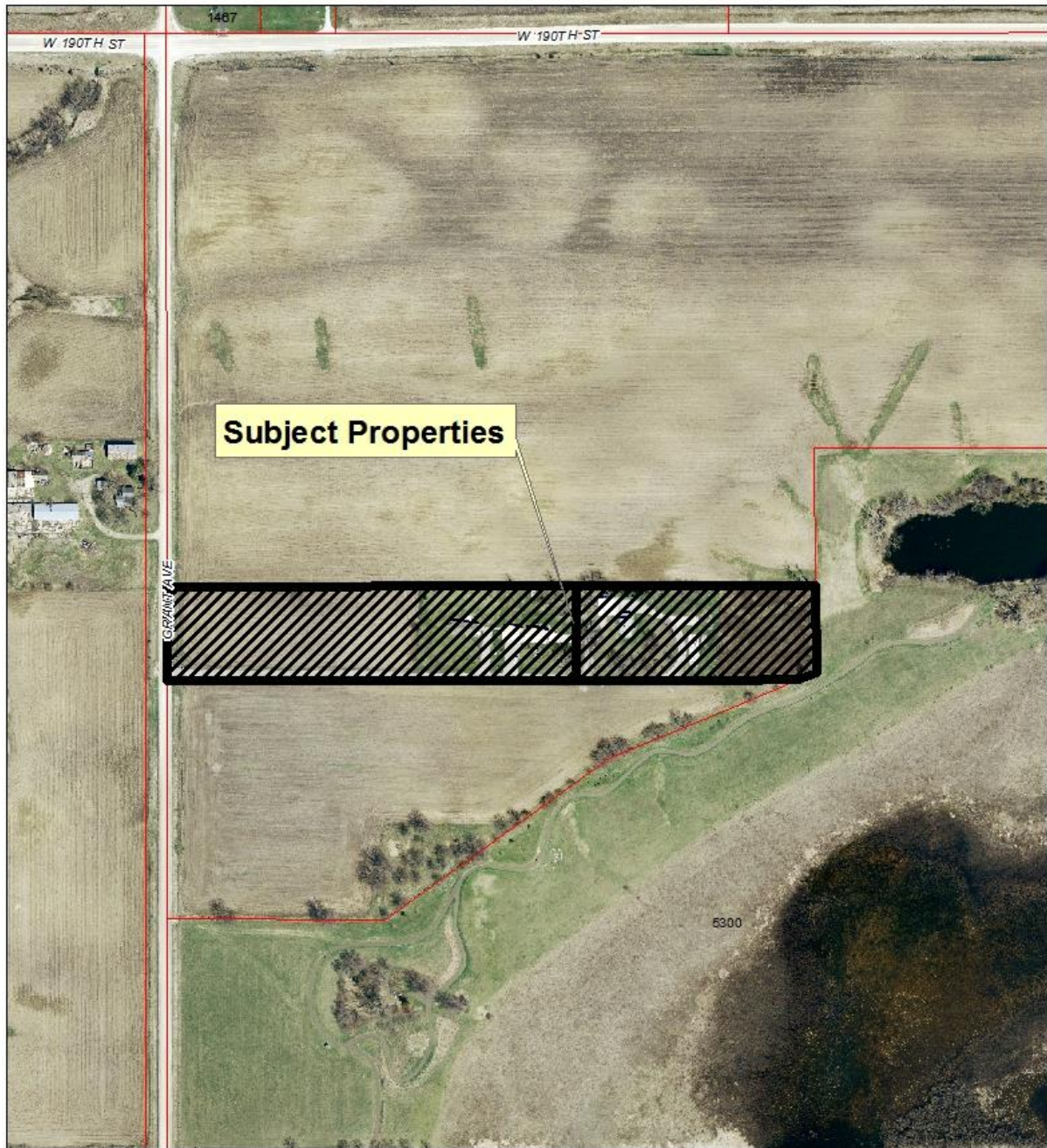
Manual.”

**Infrastructure.** The City and Developer have a pre-annexation agreement that, among other commitments, confirms the developers’ contributions to City infrastructure costs. Installation of water and sanitary sewer mains serving the developments along Grant Avenue are underway. The paving of Grant Avenue is nearing completion. At the time of subdivision, the intersections with Grant Avenue will be reviewed for coordination of access to the west and adequacy for turning needs.

**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.

# Attachment A

## Location Map



**Location Map**  
**5440 & 5442 Grant Ave.**

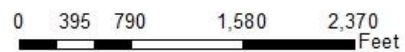


**Map Legend:**

- PARCELS selection 2
- Future Park Zone
- Convenience Commercial Node
- Low-Density Residential
- One- & Two-Family Medium-Density Residential
- Village/Suburban Residential
- Parks and Open Space

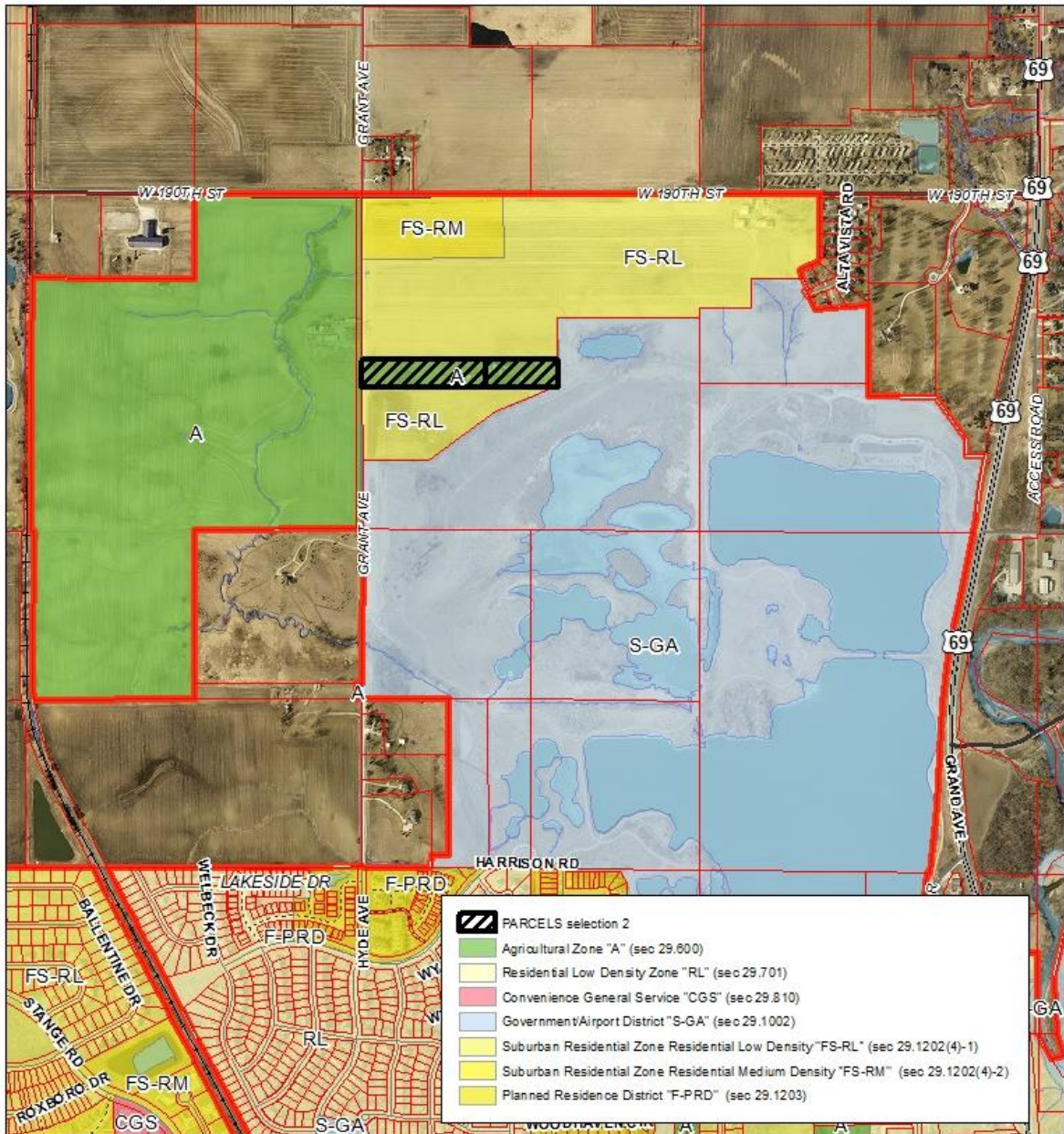


N



# Attachment C

## Existing Zoning



### Existing Zoning Map

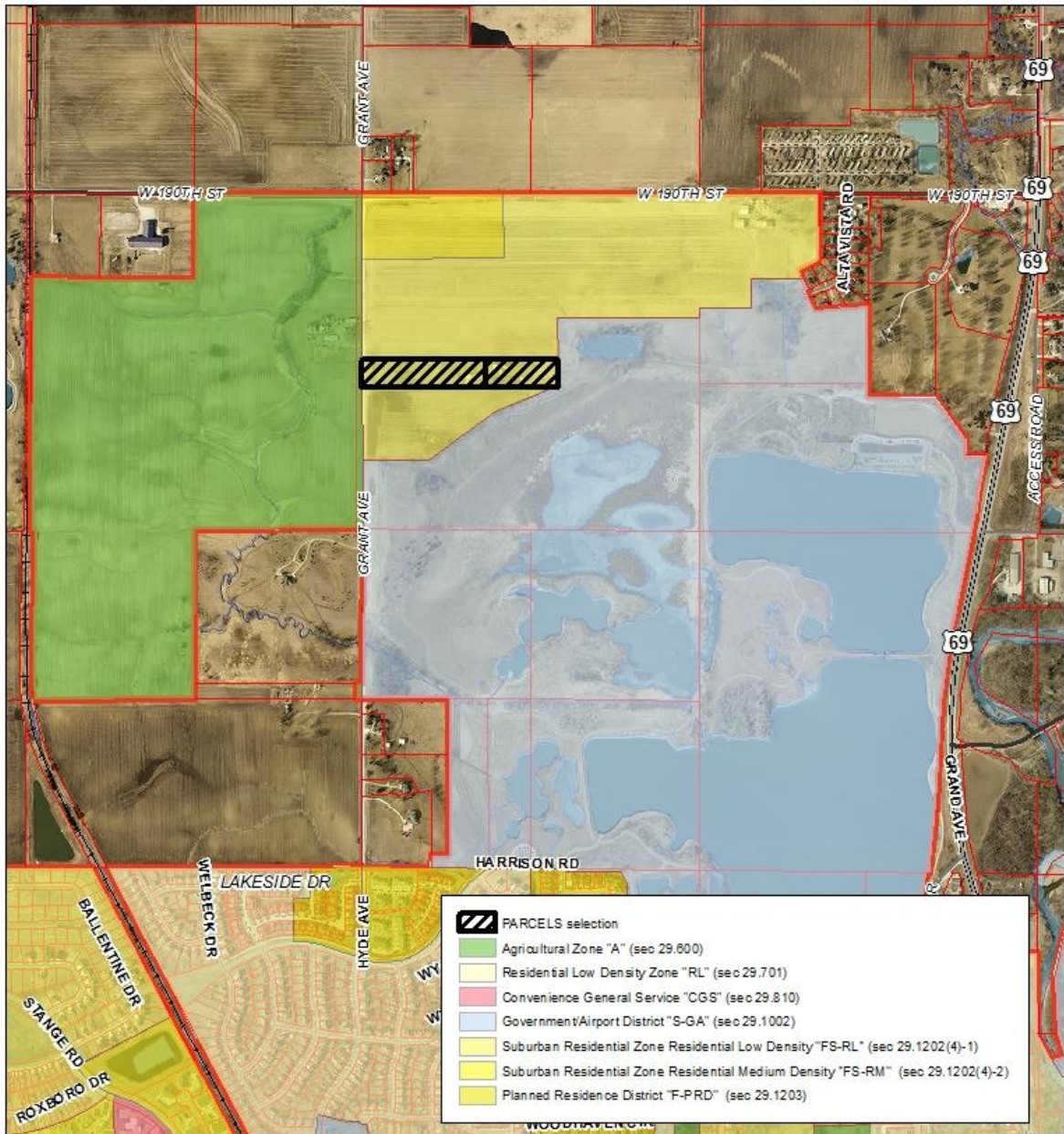
### 5440 & 5442 Grant Avenue



0 395 790 1,580 2,370 Feet

# Attachment D

## Proposed Zoning



## Proposed Zoning Map

### 5440 & 5442 Grant Avenue



0 395 790 1,580 2,370 Feet

[illegible]

[illegible]



## **Attachment G**

### ***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 H**

## ***Applicant's Narrative – Page 1***

### **Hayden's Crossing Subdivision Rezoning**

#### **Reasons for Requesting Rezoning**

We are requesting the parcel be rezoned from the current Agricultural – A to Suburban Residential – Low Density FS-RL to allow the development of the property as residential.

#### **Consistency of this rezoning plan with the Land Use Policy Plan**

The parcel requested for rezoning meets the consistency and goals of the Land Use Policy Plan (LUPP), as FS-RL zoning is an acceptable use for residential subdivisions. The LUPP identifies the parcel as part of the North Allowable Growth Area. 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 expansion provides for additional housing to provide for the expanding population. It allows for the utilization of recently upgraded 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 recent construction.
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.** This request fits the character and compatibility of growth of the surrounding area by expanding on the development of existing residential to provide sufficient land resources.
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.** The development planned for this area is to include buffers, natural areas, and storm water management features based on the City's Conservation Subdivision overlay.
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.** The development is intended to add to the connectivity of the community by having a physical connection to Ada Hayden Park which will allow for healthy and safe recreation and attractive views of the environment.
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.** As noted in item 1, this development will be able to utilize the new infrastructure installed along Grant Avenue for the development for the North Allowable Growth Area.

## **Attachment H**

### ***Applicant's Narrative – Page 2***

6. **It is the goal of Ames to increase the supply of housing and to provide a wider range of housing choices.** This development will provide for additional lots for construction which will help with the availability of housing.
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 development will be directly adjacent to a park access and across the street from a future shared use path, which can both provide alternate modes of transportation.
8. **It is the goal of Ames to enhance the role of Downtown as a community focal point.** This project does not propose uses that would duplicate those offered by the downtown. It would increase population which will provide 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.** The subdivision provides additional housing for people to allow economic growth.
10. **It is the goal of Ames to maintain and enhance its cultural heritage.** The proposed site does not negatively impact the cultural heritage of Ames.

#### **Current Zoning of the subject property**

The property is currently zoned Agricultural – A

#### **Proposed Zoning of the subject Property**

The requested zoning is Suburban Residential – Low Density FS-RL

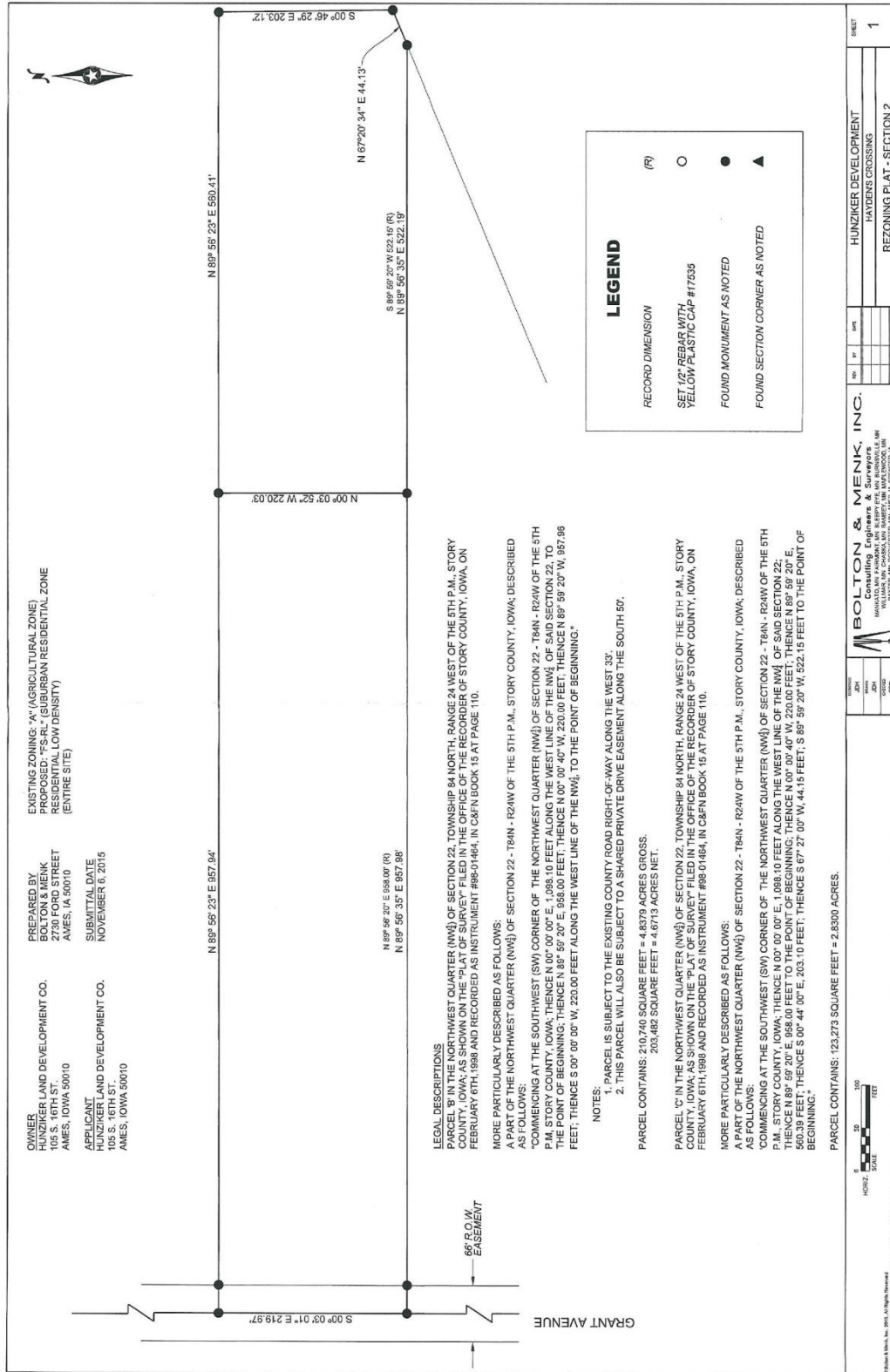
#### **Proposed Use of the Property**

The intended use of the property is single family residential housing.

#### **Legal Description of the property proposed for rezoning.**

PARCEL "B", PARCEL "C" A PART OF THE NORTHWEST QUARTER OF SECTION 22, 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 FEBRUARY 6, 1998, AS INSTRUMENT NO. 98-01464, IN BOOK 15, PAGE 110.

# Attachment I Rezoning Plat



**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 5440 and 5442 Grant Avenue, is rezoned, with a Master Plan, from Agricultural (A) to Suburban Residential Low-Density (FS-RL).

**Real Estate Description:**

PARCEL 'B' IN THE NORTHWEST QUARTER (NW¼) OF SECTION 22, 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 FEBRUARY 6TH, 1998 AND RECORDED AS INSTRUMENT #98-01464, IN C&FN BOOK 15 AT PAGE 110, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE NORTHWEST QUARTER (NW¼) OF SECTION 22-T84N-R24W OF THE 5TH P.M., STORY COUNTY, IOWA; DESCRIBED AS FOLLOWS: "COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE NORTHWEST QUARTER (NW¼) OF SECTION 22-T84N-R24W OF THE 5TH P.M., STORY COUNTY, IOWA; THENCE N 00° 00' 00" E, 1,098.10 FEET ALONG THE WEST LINE OF THE NW¼ OF SAID SECTION 22, TO THE POINT OF BEGINNING; THENCE N 89° 59' 20" E, 958.00 FEET; THENCE N 00° 00' 40" W, 220.00 FEET; THENCE N 89° 59' 20" W, 957.96 FEET; THENCE S 00° 00' 00" W, 220.00 FEET ALONG THE WEST LINE OF THE NW¼ TO THE POINT OF BEGINNING."

NOTES:

1. PARCEL IS SUBJECT TO THE EXISTING COUNTY ROAD RIGHT-OF-WAY ALONG THE WEST 33'.

2. THIS PARCEL WILL ALSO BE SUBJECT TO A SHARED PRIVATE DRIVE EASEMENT ALONG THE SOUTH 50'.

PARCEL CONTAINS: 210,740 SQUARE FEET= 4.8379 ACRES GROSS.

203,482 SQUARE FEET = 4.6713 ACRES NET.

PARCEL 'C' IN THE NORTHWEST QUARTER (NW¼) OF SECTION 22, 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 FEBRUARY 6TH, 1998 AND RECORDED AS INSTRUMENT #98-01464, IN C&FN BOOK 15 AT PAGE 110, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER (NW¼) OF SECTION 22-T84N-R24W OF THE 5TH P.M., STORY COUNTY, IOWA; DESCRIBED AS FOLLOWS: "COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE NORTHWEST QUARTER (NW¼) OF SECTION 22-T84N-R24W OF THE 5TH P.M., STORY COUNTY, IOWA; THENCE N 00° 00' 00" E, 1,098.10 FEET ALONG THE WEST LINE OF THE NW¼ OF SAID SECTION 22; THENCE N 89° 59' 20" E, 958.00 FEET TO THE POINT OF BEGINNING; THENCE N 00° 00' 40" W, 220.00 FEET; THENCE N 89° 59' 20" E, 560.39 FEET; THENCE S 00° 44' 00" E, 203.10 FEET; THENCE S 67° 27' 00" W, 44.15 FEET; S 89° 59' 20" W, 522.15 FEET TO THE POINT OF BEGINNING."

PARCEL CONTAINS: 123,273 SQUARE FEET= 2.8300 ACRES.

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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane R. Voss, City Clerk

\_\_\_\_\_  
Ann H. Campbell, Mayor

**COUNCIL ACTION FORM**

**SUBJECT: WATER POLLUTION CONTROL FACILITY DECANT LINE  
REPLACEMENT**

**BACKGROUND:**

In 2015, bids were received for a new biosolids tank with improved load out facilities. However, bids came in nearly one million dollars over the initial budget. Despite efforts to redesign and reduce construction costs, a cost-effective solution was not found for the tank, and staff has indefinitely postponed the full project. A small portion of this initial project was to replace the sludge lagoon decant line that has become plugged over time. An attempt has been made to clean out the existing decant line, but this was unsuccessful. This line is critical to the operation of the Water Pollution Control Plant and still needs to be replaced to continue normal operation. The new line will be a different material than the existing ductile iron to help mitigate clogging in the future. Along with replacing the line, a manhole will be added to allow for better access for cleaning. Valves associated with the decant line that have neared the end of their service life will also be replaced.

This project has gone out for bids previously, but the lowest responsive bid received exceeded the dollar threshold that requires City Council approval. The consulting engineer originally estimated the project at a significantly lower amount than the bids received. The higher-than-expected bid prices were attributed to a combination of the accelerated project schedule and current contractor availability. To help try to bring the cost down for the re-bid, the deadline for completion in the specifications was extended.

On November 24, 2015, Council issued a notice to bidders. Staff opened bids on January 5, 2016. The bids are summarized below:

Bidder	Total Project Bid Price
Weidner Construction, Inc.	\$ 99,000.00
Ames Trenching and Excavating, Inc.	\$154,444.00
<b>Engineer's Estimate</b>	<b>\$160,000.00</b>
Keller Excavating, Inc.	\$174,000.00
H & W Contracting LLC	\$195,000.00

Veenstra & Kimm, Inc., (V&K) was previously awarded a contract in the amount of \$9,500 for engineering services. The estimated project expense is as follows:

A summary of the projected project expenses are:

Engineering fees (tank)	\$ 105,986
Engineering fees (decant line)	9,500
<b>Construction Bid</b>	<b>99,000</b>
<u>Contingency (20%)</u>	<u>20,000</u>
Total project cost	\$ 234,486

A summary of the project revenues are:

FY 13/14 CIP (Actual Expense)	\$ 101,419	Engineering
FY 14/15 CIP (Actual Expense)	1,568	Engineering
<u>FY 15/16 CIP (Amended)</u>	<u>201,600</u>	<u>Decant Line</u>
Project Total	\$ 304,587	

The decant line replacement is associated with the Residuals Handling Improvements Project which began in the FY 2013/14 Capital Improvements Plan. The original project was anticipated to use a Clean Water State Revolving Fund (SRF) loan. However, the decant line is estimated at a substantially lower cost and staff proposes to use the available balance in the Sewer Fund instead of debt financing. The current year CIP will be amended to delete the larger biosolids storage tank (\$2,073,014), and retain funding to complete the decant line replacement (\$201,600). Council will see a modified and less expensive solution to the need for additional flexibility in managing biosolids as a part of the FY 16/17 CIP that will be presented later this month.

#### **ALTERNATIVES:**

1. Award the decant line replacement contract to Weidner Construction, Inc., of Marshalltown, Iowa, in the amount of \$99,000.
2. Do not award contract at this time.

#### **MANAGER'S RECOMMENDED ACTION:**

The decant line is a critical part of the normal operation of the Water Pollution Control Facility. The plugged line means liquid will not be able to be drained from the storage lagoon, potentially causing the lagoon to overflow and cause environmental harm. To ensure that the decant liquid from the lagoon is properly treated, the plugged line must be replaced. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

**COUNCIL ACTION FORM**

**SUBJECT:**            **ADA HAYDEN HERITAGE PARK SERVICE LINE PROJECT**

**BACKGROUND:**

The current water supply at the Ada Hayden Heritage Park north restroom facility and drinking fountains is separate from the City's municipal drinking water system. The restroom facility utilizes its own well and on-site treatment system. This current system is unable to meet the Iowa Department of Natural Resources (IDNR) standards for a consistent chlorine residual, straying both above and below the acceptable range. As a result, the sinks and water fountains associated with the north facilities have been turned off since 2013. Staff has previously looked into options to retrofit the current system with a different technology to meet IDNR standards. Due to the complexity of the system needed for a comparatively small water use, these options were not cost-effective.

This project will consist of connecting the north restroom facility to the City's water distribution system. This had not been an option until recently. With the development occurring adjacent to the northern border of the park, a service line connecting to the Quarry Estates subdivision water main can now provide water to the north restroom facility and drinking fountains. Along with installing the new service line, the project will abandon the current well, remove the current treatment system, and simplify the interior piping in the restroom facility.

On December 8, 2015, Council issued a notice to bidders. Staff opened bids on January 5, 2016. The bids are summarized below.

Bidders	Total Lump Sum Bid Price
Ames Trenching and Excavating, Inc.	\$45,500.00
Precision Underground Utilities LLC	\$46,882.25
<b>Engineer's Estimate</b>	<b>\$49,800.00</b>
J & K Contracting LLC	\$64,500.00

This service line project at Ada Hayden Park was included in the 2015/2016 Capital Improvements Plan. The budget for the service line project is \$104,000. This project was designed by the Water and Pollution Control Department in collaboration with the Parks & Recreation Department, so there are no outside engineering fees.

**ALTERNATIVES:**

1. Award a contract for the Ada Hayden service line project to Ames Trenching and Excavating, Inc. of Ames, Iowa, in the amount of \$45,500.
2. Award a contract for the Ada Hayden service line project to one of the other bidders.
3. Do not award a contract at this time.

**MANAGER'S RECOMMENDED ACTION:**

Ada Hayden Heritage Park is widely used by the City of Ames residents. Currently, the water available at the north restroom facility does not meet the Iowa Department of Natural Resources (IDNR) standards for drinking water. This project would connect the north restroom facilities to the City water system. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

**COUNCIL ACTION FORM****SUBJECT: AWARD CONTRACT FOR THE FURMAN AQUATIC CENTER POOL  
BASIN REPAINTING PROJECT****BACKGROUND:**

This project is to repair cracks in all three basins, level several areas in the Lazy River and 50M pool, prepare the painting surface, and repaint all three basins at the Furman Aquatic Center. The facility was constructed and painted in the fall of 2009, and opened in May of 2010. The summer of 2016 will be the seventh season the facility is open and through visual inspections, the basins are in need of repainting. Painting contractors recommend repainting every five to seven years.

The base bid is to provide all labor, equipment, materials, insurance and other components necessary to complete the Furman Aquatic Center Pool Basin Repainting Project in accordance with specifications.

On December 8, 2015, Council issued a notice to bidders. Staff opened bids on January 6, 2016. The bids are summarized below.

**Furman Aquatic Center Pool Basin Repainting Bids**

Bidders	Base Bid
<b>Western Specialty Contractors</b>	<b>\$ 93,700</b>
Mongan Painting	\$119,386
ACCO	\$122,778
Pospisil Painting	\$130,955
TMI Coatings	\$187,600
Superior Painting	\$415,110

**Project Cost:**

Base Bid	\$93,700
Consultant fees	<u>\$ 3,000</u>
<b>Total Project Cost</b>	<b>\$96,700</b>

The FY 2014/15 Capital Improvements Plan (CIP) appropriated \$48,000 to paint all three basins. It was determined after the 2014 season that the project could be delayed at least one more season. Preliminary cost estimates were obtained after the 2014 season and it was determined that the costs were going to be significantly higher than the original \$48,000 appropriated in the CIP. The range to repair minor cracks, level

areas in the Lazy River and 50 meter pool, prepare the surface, and paint the basins was between \$90,000 and \$124,800.

During the fall of 2014, the City Manager asked the Parks & Recreation Director to review all CIP projects to determine if his priorities were the same as the previous administration. Changes were made to the CIP and communicated to Council in a memo dated January 23, 2015. One of the changes added an additional \$82,000 for this project bringing the total available to \$130,000. The funds appropriated by City Council will be sufficient to cover the costs of the project.

The contractors have been asked to complete the painting prior to May 1, 2015. If that is not possible, the project will need to wait until September 15, 2015 which is when the pools will be empty. In evaluating the bidders, Western Specialty Contractors indicated they will be able to complete the project between March 1 and April 30, 2016. Staff will assure the project can be completed successfully by April 30 so the aquatic center can open as scheduled. If there is any doubt, the project will be delayed until September 15 after the aquatic center is closed for the season.

#### **ALTERNATIVES:**

1. Award the Furman Aquatic Center Pool Basin Repainting Project contract to Western Specialty Contractors, West Des Moines, Iowa, for the bid amount of \$93,700.
2. Award the contract to one of the other bidders.
2. Accept the report of bids for the Furman Aquatic Center Pool Basin Repainting Project but do not award bids on the project at this time.
3. Reject all bids.

#### **MANAGER'S RECOMMENDED ACTION:**

The proposed project will address needed repairs to minor cracks, protect the pool basins from chlorinated water required for swimming, and continue to provide the citizens with an excellent facility.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby awarding the Furman Aquatic Center Pool Basin Repainting Project to Western Specialty Contractors, West Des Moines, Iowa, for the bid amount of \$93,700.

**COUNCIL ACTION FORM**

**SUBJECT: ZONING TEXT AMENDMENTS RELATING TO FENCES IN SETBACKS  
SECTION 29.408 (2)**

**BACKGROUND:**

The City staff is requesting two minor amendments to the fence regulations (Section 29.408 (2) of the Municipal Code). The first proposed amendment adds the Research and Innovation (RI) zoning district to the list of industrial zones in which the fence regulations do not apply. Traditionally, the City has not regulated fences in industrial zones, recognizing the unique uses allowed in the districts and, often, a more pronounced need for security. This means that fencing is not limited to 4 feet in front yards and there are no height limits in any yard. In addition, it does not preclude the use of barbed wire or electric fencing.

The second proposed amendment clarifies the requirements for fences along streets. The word "and" is inserted to the conditions for which a six-foot fence can be allowed in the side or rear setbacks of a corner or through lot (see Section 29.408 (2) (c) (iii)). Staff has applied both standards previously to requests for fences and this change clarifies the expectation for customers. The existing ordinance and the proposed changes are found in Attachment A.

**ALTERNATIVES:**

1. The City Council can adopt the proposed amendments regarding fences.
2. The City Council can decline to adopt the proposed amendments regarding fences.
3. The City Council can recommend alternative language for the proposed amendments regarding fences.

The Planning and Zoning Commission reviewed the proposed text amendments at its December 16, 2015 meeting. The Commission recommended the Council adopt the proposed text amendment on a 5-0 vote.

**CITY MANAGER'S RECOMMENDED ACTION:**

These changes are minor and may be considered housekeeping measures. They add consistency to the industrial zone regulations and add clarity to the allowances for fences in corner and through lots in other zones. **Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1.**

## ATTACHMENT A: PROPOSED LANGUAGE

New language is shown in **bold and underline**.

Section 29.408 (2) Fences.

(a) Applicability. These standards apply to all zoning districts except General Industrial (GI), **Research and Innovation (RI)**, and Planned Industrial (PI).

(b) Types of Fences. These standards apply to walls, fences and screens of all types whether open, solid, wood, metal, wire, masonry, earthen, or other material.

(c) Location and Height.

(i) Height in Front Setbacks & Yards. The maximum height of fences in front setbacks and front yards is four (4) feet.

(ii) Height in Side and Rear Setbacks. The maximum height for fences in side or rear setbacks is six (6) feet, except as further limited by this section in setbacks abutting street rights-of-way.

(iii) Height in Setbacks Abutting Rights-of-way. The maximum height of fences in any setback abutting a street right-of-way is four (4) feet, except that up to six (6) feet of fence is allowed in any side or rear setback if:

a. The lot does not abut the front yard of any other residential property along the same side of the street; **and**

b. The fence is at least five (5) feet from the property line abutting a street right-of-way. Within this five (5) foot area, landscaping is required consisting of one landscape tree for every 50 lineal feet and two high or three low shrubs for every ten lineal feet of area to be planted.

(iv) Height Outside of Setbacks. The maximum height for fences that are not placed in setbacks is eight (8) feet, except that in any portion of a front yard fences shall not exceed four (4) feet.

(v) Retaining Wall. In the case of retaining walls and supporting embankments, the above requirements shall apply only to that part of the wall above finished grade of the retained embankment, provided that the finished grade at the top of the wall or embankment extends at least 20 feet or if the available area is less than 20 feet, the grade extends to the principal structure. Otherwise, it will be considered an earthen berm and will be subject to the height limitation for fences.

(vi) Visibility Triangle. All fencing shall meet the requirements of the visibility triangle as defined in section 29.408(5) of the Municipal Code.

(d) Prohibited Materials. Barbed wire, razor wire, electric, and similar types of fences are prohibited.

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING CHAPTER 29, SECTION 29.408(2) AND ENACTING A NEW SECTION 29.408(2) THEREOF, FOR THE PURPOSE OF CLARIFYING THE REQUIREMENTS FOR FENCES IN SETBACKS; 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 enacting a new Section 29.408(2) as follows:

**“Sec. 29.408. OTHER GENERAL DEVELOPMENT STANDARDS.**

**(2) Fences.**

(a) Applicability. These standards apply to all zoning districts except General Industrial (GI), Research and Innovation (RI), and Planned Industrial (PI).

(b) Types of Fences. These standards apply to walls, fences and screens of all types whether open, solid, wood, metal, wire, masonry, earthen, or other material.

(c) Location and Height.

(i) Height in Front Setbacks & Yards. The maximum height of fences in front setbacks and front yards is four (4) feet.

(ii) Height in Side and Rear Setbacks. The maximum height for fences in side or rear setbacks is six (6) feet, except as further limited by this section in setbacks abutting street rights-of-way.

(iii) Height in Setbacks Abutting Rights-of-way. The maximum height of fences in any setback abutting a street right-of-way is four (4) feet, except that up to six (6) feet of fence is allowed in any side or rear setback if:

a. The lot does not abut the front yard of any other residential property along the same side of the street; and

b. The fence is at least five (5) feet from the property line abutting a street right-of-way. Within this five (5) foot area, landscaping is required consisting of one landscape tree for every 50 lineal feet and two high or three low shrubs for every ten lineal feet of area to be planted.

(iv) Height Outside of Setbacks. The maximum height for fences that are not placed in setbacks is eight (8) feet, except that in any portion of a front yard fences shall not exceed four (4) feet.

(v) Retaining Wall. In the case of retaining walls and supporting embankments, the above requirements shall apply only to that part of the wall above finished grade of the retained embankment, provided that the finished grade at the top of the wall or embankment extends at least 20 feet or if the available area is less than 20 feet, the grade extends to the principal structure. Otherwise, it will be considered an earthen berm and will be subject to the height limitation for fences.

(vi) Visibility Triangle. All fencing shall meet the requirements of the visibility triangle as defined in section 29.408(5) of the Municipal Code.

(d) Prohibited Materials. Barbed wire, razor wire, electric, and similar types of fences are prohibited.”

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

**COUNCIL ACTION FORM**

**SUBJECT: ZONING TEXT AMENDMENTS RELATING TO VISIBILITY TRIANGLE  
SECTION 29.408 (5)**

**BACKGROUND:**

For safety reasons, the City of Ames Zoning Ordinance prohibits obstructions at the intersecting corners of streets within an area defined as a visibility triangle. Within that visibility triangle, the height of obstructions and their width or opacity is of concern. The City's current standard for a visibility triangle (See page 4) is measured at 20 feet along both intersecting streets. The measurement is along the right-of-way line (property line), not the edge of the curb or pavement edge. Within this visibility triangle, no structures, fences, trees, or other vegetation higher than 36 inches above the curb line can be placed. The current ordinance is Section 29.408 (5) and can be found in Attachment A.

The City of Ames Transportation Division is interested in updating these standards. Recent traffic engineering professional research has suggested a more refined approach to defining a visibility triangle based upon the speed of traffic on a street and whether there is a control feature (stop sign, yield sign, or stop light) at the intersecting street. Staff's research has found that communities generally limit obstructions between the height of 2.5 feet and 10 feet. In some cities, visibility triangles have been established for driveways.

In addition to travel speed, there are other factors to consider, such as zoning setback requirements which might cause a building to encroach into the visibility triangle. For example, in downtown there is usually no requirement for a vision triangle at corners to allow for buildings to be located up at a sidewalk.

Staff has looked at how other communities define and regulate encroachments in the visibility triangle. Full portions of some of these cities' ordinances are found in Attachment B. In summary, Mason City's definition of the visibility triangle is identical to Ames' although the restrictions are less. For example, they allow trees and other features provided there is no visual obstruction wider than 2 feet between 3 feet and 10 feet above grade.

Ankeny defines the visibility triangle similar to Ames except for having a 30 foot triangle leg. In addition, the city also has a definition for a driveway visibility triangle of 20 feet on a side. Obstructions between 30 inches above grade and ten feet above grade are prohibited.

Iowa City has a more extensive approach. Their visibility triangle is defined by the functional classification of a street (local, collector, or arterial) which in turn defines where the length of the triangle is measured (whether along the curb line or along the right-of-way line). And because the triangle includes public right-of-way (since in many

instances it is measured along the curb edge), there are exemptions that explicitly allow public signs, street lights, and traffic lights.

Wichita, Kansas (not included in Attachment B) takes a more complicated approach based on the number of lanes, the posted speed limit, and whether on-street parking is allowed. Furthermore, the legs of the visibility triangle are measured along the centerline of the street. Legs of the triangle vary based on whether it is to the right or left of the intersection and can be as long as 580 feet to the right and 445 feet to the left (for a 4-lane road posted at 55 mph) or as short as half the street width plus 15 feet for the controlled street.

**In developing amendments for Ames, staff kept four criteria in mind: not creating an unreasonable amount of nonconformities, being simple to evaluate during site plan review, being able easily to describe to homeowners, and being able easily to determine compliance in the field.**

### **Proposed Amendments** (See page12)

Staff is considering two factors to determine the delineation of the visibility triangle under different circumstances. **The first factor is the posted speed limit of the street.** (Speed is a proxy for the type of street and its function as an arterial, collector or local street.) **The second factor is whether it is a controlled intersection** (one or more pairs of stop signs, yield signs, or stop lights) or an uncontrolled intersection (having the standard rule of the road to “yield to the right-of-way”).

The triangle legs would be measured from the back of the curb or the edge of the pavement if there were no curb. This differs from the current regulation of measuring from the right-of-way line as a lack of sidewalks or other features sometimes makes the location of the right-of-way line problematic. In addition, the distance from the back of curb to the property line varies greatly—in some instances as much as 40 feet or as little as 8 feet. By placing the edge of the triangle along the pavement edge, the visibility triangle would be applied more consistently.

The length of the triangle legs of the intersecting street would depend on the posted speed limit of the through street. For instance, a street having a posted speed of up to and including 30 miles per hour would have a 50 foot leg. A street having a posted speed above 30 mph would have a 100 foot leg. **While these would seem significantly greater than the current 20 feet, the length of the legs would be reduced by 50 percent if the intersecting street was a controlled intersection.** For instance, two streets posted at 35 mph having a four-way stop would have a visibility triangle of 50 feet on each leg measured along the edge of the pavement (compared with the current standard of having legs of 20 feet measured along the right-of-way line). **Attachment C shows the various scenarios of how the new standard would be applied to particular instances based on speed limits and whether it is a controlled intersection. Attachment D compares the current visibility triangle with the proposed triangle in certain real-life instances.**

Within that triangle, no obstruction would be allowed that would obstruct vision between a height of 3 feet and 10 feet above the grade at the curb line. In practice, it would

generally allow deciduous trees provided the trunk is trimmed between 3 and 10 feet. It would prohibit fences and shrubs above three feet, and evergreen trees. Exceptions to allow power poles, street lights, signs, and buildings allowed by building setbacks (such as in Downtown or Campustown) are included.

It should also be noted that the current ordinance applies only to Residential, Agriculture, and Hospital/Medical zoning districts. **The proposed ordinance would be universal and apply to commercial and industrial properties as well; hence the need to allow exceptions for structures built in accordance with allowed setbacks.**

The Planning and Zoning Commission reviewed the proposed text amendments at its December 16, 2015 meeting. The Commission recommended the Council adopt the proposed text amendment on a 5-0 vote.

### **ALTERNATIVES:**

1. The City Council can adopt the amendment regarding the visibility triangle.
2. The City Council can decline to adopt the proposed amendment regarding the visibility triangle.
3. The City Council can recommend alternative language for the proposed amendments regarding the visibility triangle.

### **CITY MANAGER'S RECOMMENDED ACTION:**

Staff believes the proposed amendments will improve the visibility at intersections. At controlled intersections there will only be a minimal change in the visibility triangle areas from current requirements. In addition, the rules would be universal and not be limited to certain zoning districts. However, administration and enforcement of the rules will be easier for staff with the updated language.

Staff believes the posted speed limit option for defining the triangle is the preferred method. There are more involved methods of addressing speed and sight distance at intersections, but in staff's opinion do not result in significantly better outcomes. Alternatively to speed limits, staff could use a street classification map to define the lengths of vision triangle legs. Although, there is a wide range of methods and details for defining triangles at intersections, staff believes the proposed option addresses the interests of Ames.

**Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1.**

## **ATTACHMENT A: EXISTING LANGUAGE**

Current language is shown here:

### **29.408 (5) Visibility at Intersections.**

(a) Definition. "Visibility Triangle" means the area created by the intersection of property lines at the corner of 2 abutting streets and a line connecting 2 points on these property lines 20 feet from the point of intersection.

(b) Within the Visibility Triangle on any corner lot located in Agricultural, Residential, or Hospital/Medical districts, no fence, wall, or other structure shall be erected and no foliage plant permitted to grow to a height of more than 3 feet above the elevation of the established street grade measured at the curb line at the intersection of the streets abutting the corner lot.

## **ATTACHMENT B: OTHER COMMUNITIES' APPROACHES**

### **Mason City: (Zoning Ordinance)**

Corner Lots: On corner lots in all zoning districts, except for buildings in the Z5 district, nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede vision between a height of three feet (3') and ten feet (10') within twenty feet (20') from the intersecting property lines. Said obstruction shall not be wider than two feet (2').

### **Ankeny: (Zoning Ordinance)**

No fence, wall, shrubbery, earthen berm, sign, billboard, or other obstruction to vision shall be permitted which serves to obstruct vision between a height of 30 inches and ten feet on any corner lot within a triangle of 30 feet formed by intersecting street right-of-way lines or, in the case of interior lots, within a triangle of 20 feet formed by intersecting driveway edge and street right-of-way lines.

As an alternative to the 30-foot and 20-foot visibility triangles defined in the paragraph above, an unobstructed area between a height of 30 inches and ten feet at intersections formed by intersecting street right-of-way lines or driveway edge and street right-of-way lines may comply with the sight distance specifications established by Iowa SUDAS (State Urban Design Standards Manual) in Chapter 5, Roadway Design, Urban Geometric Design Criteria if approved by the City.

### **Iowa City: (Zoning Ordinance)**

The intersection visibility standards establish triangular areas on corner lots, referred to herein as "vision triangles", within which the placement of buildings, fences, hedges, walls, and other structures is restricted in order to maintain clear lines of sight at street intersections for the purposes of traffic and pedestrian safety.

14-5D-2: APPLICABILITY: Lots located at the corner of any street intersection must comply with the requirements of this article.

14-5D-3: VISION TRIANGLES: The dimensions of vision triangles are determined as follows: (See also figure 5D.1, located at the end of this section.)

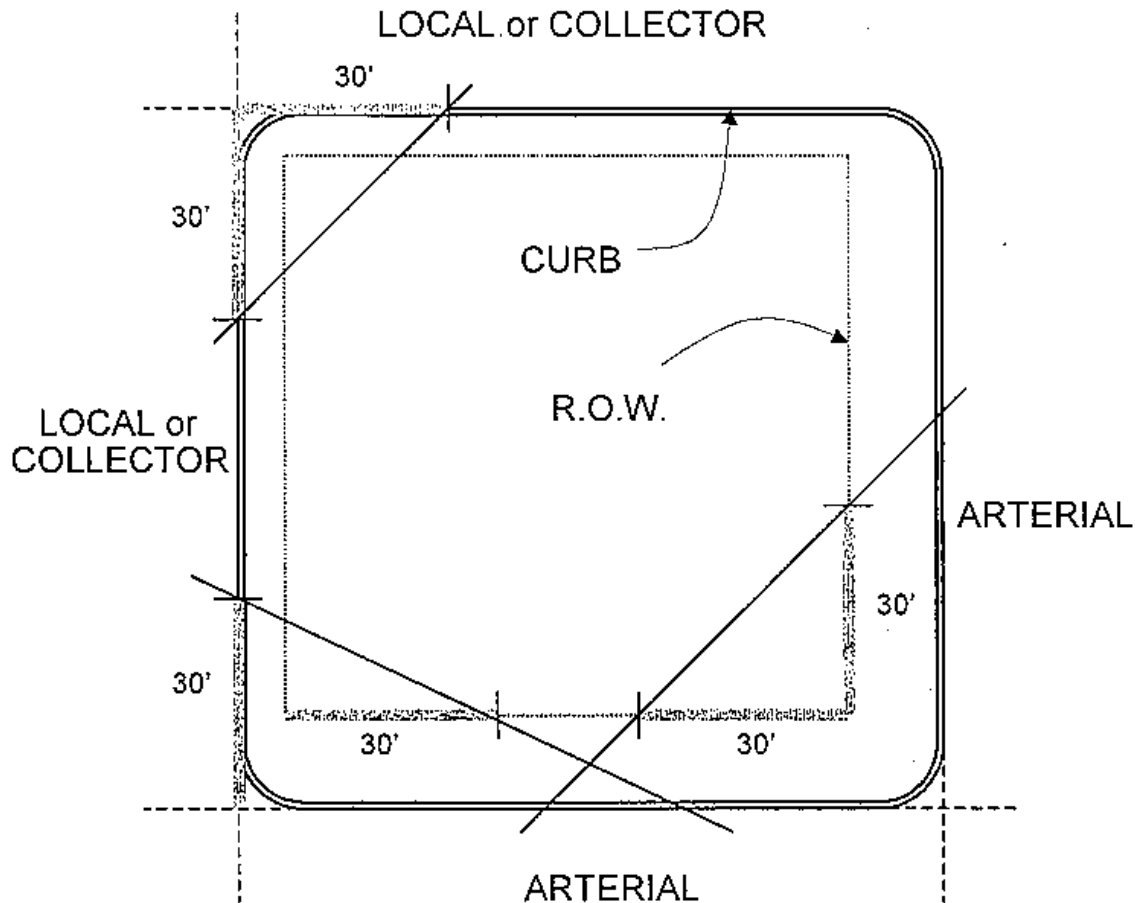
A. At the intersection of two (2) local streets, a local street with a collector street, or two (2) collector streets, the legs of the vision triangle will be thirty feet (30') in length, as measured along the curb line from the point where the curbs of the two (2) streets intersect. In the absence of a curb, the legs of the triangle will be thirty feet (30') in length, as measured along the edge of the street pavement from the point where the pavement of the two (2) streets intersect.

B. At the intersection of two (2) arterial streets, the legs of the triangle will be thirty feet (30') in length, as measured along the right of way line from the point the right of way lines of the two (2) streets intersect.

C. At the intersection of a local street with an arterial or at the intersection of a collector street with an arterial, the local or collector leg of the triangle will be

thirty feet (30') in length, as measured along the curb line from the point where the curbs of the streets intersect. The arterial leg of the triangle will be thirty feet (30') in length, as measured along the right of way line from the point the right of way lines of the two (2) streets intersect.

Figure 5D.1 - Vision Triangles At The Intersections of Various Street Types



#### 14-5D-4: STANDARDS WITHIN VISION TRIANGLES:

A. Prohibited Obstructions: The following obstructions are prohibited within vision triangles:

1. Hedges and walls higher than two feet (2') above the curb level.
2. Fences higher than two feet (2') above the curb level. However, fences that are of a type that is less than twenty percent (20%) solid, such as split rail, open weave, or wrought iron, are permitted within the vision triangle; provided, that such fences are kept free from plantings and other materials that are more than two feet (2') in height. Solidity is the percent of the fence over a random area that is made up of solid, opaque material that does not allow light or air to pass through.
3. Signs, except as specifically exempted in subsection B of this section.

4. Structures of any type, including principal and accessory buildings, except as exempted in subsection B of this section.

5. Items of outdoor display or storage, including ornamental features, such as fountains, statues, garden structures and similar features.

6. Parking and vehicular display areas.

B. Exemptions: The following structures are exempt from the provisions of this article:

1. Structures, including signs, in the CB-2, CB-5 and CB-10 zones.

2. After review by the city, buildings on lots at intersections where both streets are signalized. The city will approve or deny a request to construct a building within the vision triangle based on such factors as street right of way width, speed and volume of traffic through the intersection, and the number of turning movements.

3. Utility and street light poles.

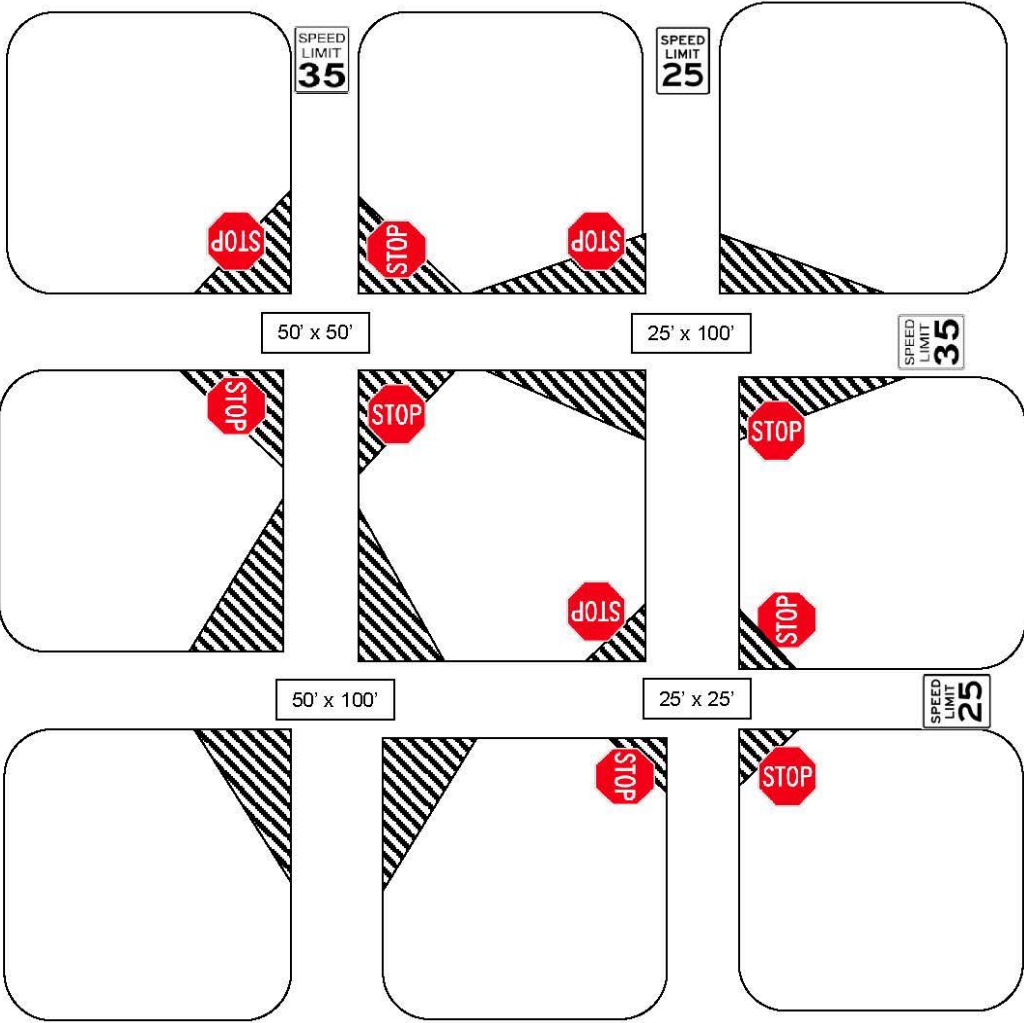
4. Traffic control equipment, including control boxes, traffic signs, and structures that support traffic signals.

5. Building signs located on buildings that are exempt from the vision triangle requirements as specified in subsections B1 and B2 of this section.

6. A sign established according to Chapter 5, Article B, "Sign Regulations", of this title, provided the bottom edge of the sign and any supporting structure is at least eight feet (8') above the adjacent curb level, so that visual clearance is maintained within the vision triangle. Poles and supporting structures for signs are prohibited within the vision triangle.

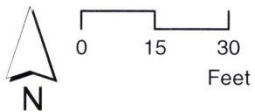
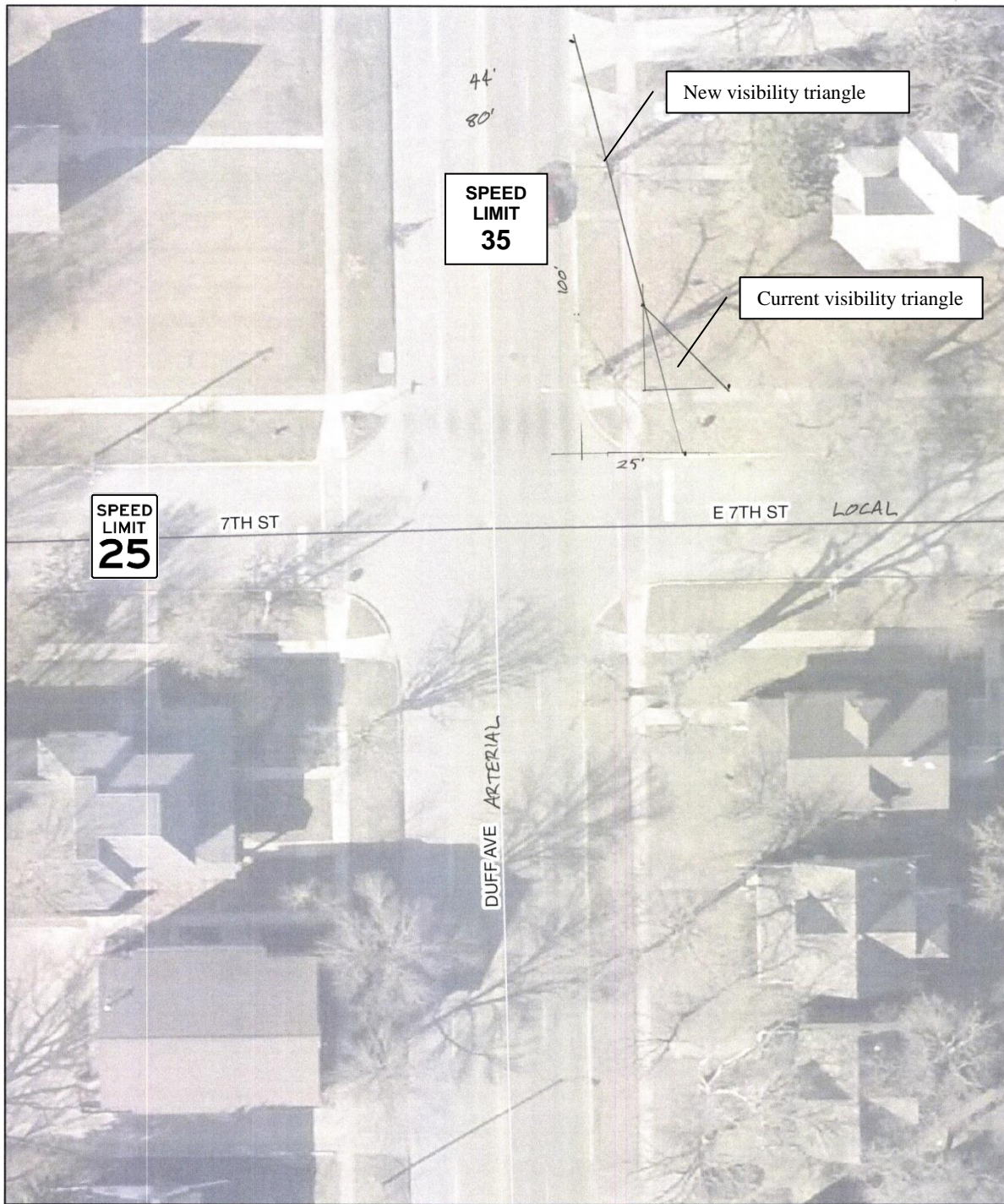
ATTACHMENT C: IMPACTS OF PROPOSED APPROACH

VISIBILITY TRIANGLE DIMENSIONS  
(BY SPEED AND CONTROL FEATURE)



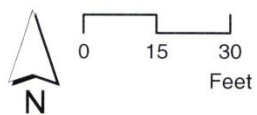
## ATTACHMENT D: COMPARISON OF CURRENT AND PROPOSED TRIANGLE





Controls on East/West





Controls on North/South



## **ATTACHMENT E: PROPOSED LANGUAGE**

### **Section 29.408 (5) Visibility at Intersections**

(a) In order to promote a safe pedestrian and vehicular environment, a “visibility triangle” is established at each street intersection.

(i) The visibility triangle is defined by a triangle, two legs of which are measured from the intersection of the back of the curb line or pavement edge (if there is no curb) extended.

(ii) The legs of the triangle are based on the posted speed limit of that street. A street with a posted speed limit of greater than 30 miles per hour shall have a 100 foot leg. A street with a posted speed limit of up to and including 30 miles per hour shall have a 50 foot leg.

(iii) The length of any leg shall be halved if the street has a control feature, such as a stop sign, yield sign, or traffic signal.

(b) Within the visibility triangle, no obstruction is allowed that would significantly obstruct or impede vision through the visibility triangle between a height of 3 feet and 10 feet above the grade of the curb or pavement edge (if there is no curb). Examples of obstructions include:

(i) any fence, wall, shrub, berm, or sign taller than 3 feet.

(ii) any evergreen tree.

(iii) any deciduous tree with branches extending from the trunk between 3 feet and 10 feet.

(iv) any parking of vehicles.

(v) any other permanent or temporary structure or item determined by the traffic engineer to be a visual obstruction.

(c) The following shall not be considered an obstruction:

(i) a building conforming to the setback requirements of this Zoning Ordinance

(ii) utility poles and street light poles.

(iii) traffic control equipment including control boxes, traffic signs, and traffic signal poles.

(d) For unique situations due to topography, street alignment, or other physical condition, the city’s traffic engineer may require as part of site development plan

approval, alternative dimensions to the triangle to ensure a safe clear area at street intersections

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING CHAPTER 29, SECTION 29.408(5) AND ENACTING A NEW SECTION 29.408(5) THEREOF, FOR THE PURPOSE OF AMENDING THE DELINEATION OF VISIBILITY AT INTERSECTIONS; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.**

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by repealing Section 29.408(5) and enacting a new Section 29.408(5) as follows:

**“Sec. 29.408. OTHER GENERAL DEVELOPMENT STANDARDS.**

**(5) Visibility at Intersections.**

(a) In order to promote a safe pedestrian and vehicular environment, a “visibility triangle” is established at each street intersection.

(i) The visibility triangle is defined by a triangle, two legs of which are measured from the intersection of the back of the curb line or pavement edge (if there is no curb) extended.

(ii) The legs of the triangle are based on the posted speed limit of that street. A street with a posted speed limit of greater than 30 miles per hour shall have a 100 foot leg. A street with a posted speed limit of up to and including 30 miles per hour shall have a 50 foot leg.

(iii) The length of any leg shall be halved if the street has a control feature, such as a stop sign, yield sign, or traffic signal.

(b) Within the visibility triangle, no obstruction is allowed that would significantly obstruct or impede vision through the visibility triangle between a height of 3 feet and 10 feet above the grade of the curb or pavement edge (if there is no curb). Examples of obstructions include:

(i) any fence, wall, shrub, berm, or sign taller than 3 feet.

(ii) any evergreen tree.

(iii) any deciduous tree with branches extending from the trunk between 3 feet and 10 feet.

(iv) any parking of vehicles.

(v) any other permanent or temporary structure or item determined by the traffic engineer to be a visual obstruction.

(c) The following shall not be considered an obstruction:

(i) a building conforming to the setback requirements of this Zoning Ordinance.

(ii) utility poles and street light poles.

(iii) traffic control equipment including control boxes, traffic signs, and traffic signal poles.

(d) For unique situations due to topography, street alignment, or other physical condition, the city’s traffic engineer may require as part of site development plan approval, alternative dimensions to the triangle to ensure a safe clear area at street intersections.”

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

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

Section Four. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane R. Voss, City Clerk

\_\_\_\_\_  
Ann H. Campbell, Mayor

**COUNCIL ACTION FORM**

**SUBJECT: ADOPTION OF NEW ORDINANCE PROHIBITING THE USE OF  
ELECTRONIC SMOKING DEVICES IN PUBLIC PLACES**

**BACKGROUND:**

In the fall of 2014, Council requested staff assessment of enforcement and constitutional issues potentially associated with enacting a new ordinance banning the use of electronic nicotine delivery devices in public places.

Recently, there have been actions being considered at local, state, and federal levels that would regulate alternative nicotine products or vapor products. While none of the state or federal actions that are being considered would prohibit public use of these devices, there does seem to be an effort to better define the risks associated with nicotine vapors, additives, and the consequences of exposure.

At the April 14, 2015 City Council meeting, staff reported on the enforcement and potential constitutional issues related to adopting an ordinance regulating the use of e-cigarettes. The main constitutional concern in enacting local regulation prohibiting the use of these products in public places was possible preemption by State law. **However, since the recently adopted Iowa Code Chapter 453A does not address regulations related to prohibiting the use of these products in public places and The Smokefree Air Act, Chapter 142D, does not include a provision on uniform application, the City Attorney concluded that it is likely that the City is not preempted from enacting local regulation on this specific issue.**

At the May 26, 2015 City Council meeting, staff reported on the primary, secondhand, and other health risks of e-cigarettes or other alternative vaping products. Staff gave a status update at the June 19, 2015 City Council meeting reporting that the City of Iowa City had passed on first reading an ordinance restricting the use of e-cigarettes in the same places that tobacco cigarettes are restricted. Staff also reported that the University of Iowa had taken action regarding e-cigarettes.

At the June 19, 2015 City Council meeting, the City Council requested the City Attorney prepare options as to how and where the use of e-cigarettes could be regulated. The following options were explored and presented at the December 8, 2015 City Council meeting: (1) adopt an ordinance prohibiting the use of these products in the same places as are prohibited under The Smokefree Air Act; (2) adopt a policy similar to the City of Iowa City; (3) adopt an ordinance prohibiting the use of these products similar to the prohibitions proposed by Iowa State University; and (4) not prohibit the use of these products in any particular areas.

**At the December 8th meeting, the Council chose to move forward with Option #1 and directed the City Attorney to draft an ordinance prohibiting the use of e-cigarettes and similar devices in the same locations as smoking is prohibited under The Smokefree Air Act. In accordance with this directive, Staff has drafted an ordinance to be included in Chapter 17, Miscellaneous Offenses, which incorporates prohibitions and definitions which mirror the State law.**

The ordinance prohibits the use of these devices in: (1) public places; (2) all enclosed areas within places of employment; (3) seating areas of outdoor sports arenas; (4) outdoor seating or serving areas of restaurants; (5) public transit stations; (6) school grounds; and (7) the grounds of any public buildings owned, leased, or operated under the control of the city. The ordinance further defines “public place” by incorporating the definition from the State law and “electronic smoking device” by incorporating the definition from Iowa State University’s smoke free policy. A violation of the ordinance will be a municipal infraction punishable by a civil penalty of \$100 for a first offense and \$200 for a second or subsequent offense; or in the alternative can be charged as a simple misdemeanor. This penalty is consistent with other offenses in Chapter 17.

Also at that meeting, Council decided to refer the decision on if and how to regulate the use of devices in the city parks to the Parks and Recreation Commission.

#### **ALTERNATIVES:**

1. The City Council can adopt on first reading the new ordinance prohibiting the use of electronic nicotine devices in public places described above.
2. The City Council can direct staff to make changes to the language and return to Council with a draft ordinance.
3. The City Council can decline to adopt the proposed amendments.

#### **MANAGER'S RECOMMENDED ACTION:**

At the December 8, 2015 meeting, the City Council directed the City Attorney to draft an ordinance prohibiting the use of e-cigarettes and similar devices in the same locations as smoking is prohibited under The Smokefree Air Act. **Assuming that the City Council members are still in support of their previous directive, it is the recommendation of the City Manager that the City Council approve Alternative #1 and adopt on first reading the new ordinance prohibiting the use of electronic nicotine devices in public places described above.**

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY ENACTING A NEW SECTION 17.36 THEREOF, FOR THE PURPOSE OF PROHIBITING THE USE OF ELECTRONIC SMOKING DEVICE IN PUBLIC PLACES; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.**

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting a new Section 17.36 as follows:

“Sec. 17.36.      **USE OF ELECTRONIC SMOKING DEVICE PROHIBITED IN PUBLIC PLACES**

(1)      The use of an electronic smoking device is prohibited and a person shall not use such device in any of the following:

- a.      Public places.
- b.      All enclosed areas within places of employment including but not limited to work areas, private offices, conference and meeting rooms, classrooms, auditoriums, employee lounges and cafeterias, hallways, medical facilities, restrooms, elevators, stairways and stairwells, and vehicles owned, leased or provided by the employer.

(2)      In addition to the prohibitions specified in subsection 1, the use of an electronic smoking device is prohibited and a person shall not use such device in or on any of the following outdoor areas:

- a.      The seating areas of outdoor sports arenas, stadiums, amphitheaters, and other entertainment venues where members of the general public assemble to witness entertainment events.
- b.      Outdoor seating or serving areas of restaurants.
- c.      Public transit stations, platforms, and shelters under the authority of the city.
- d.      School grounds, including parking lots, athletic fields, playgrounds, tennis courts, and any other outdoor area under the control of a public or private educational facility, including inside any vehicle located on such school grounds.
- e.      The grounds of any public buildings owned, leased, or operated under the control of the city.

(3)      Definitions.

a.      Electronic smoking device: means any product containing or delivering nicotine (e.g. Electronic Nicotine Delivery System EDNS) or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pip, e-hookah, or vape pen, or under any other product name or descriptor.

b.      Public place: means an enclosed area to which the public is invited or in which the public is permitted, including common areas, and including but not limited to all of the following:

- i.      Financial institutions.
- ii.     Restaurants.
- iii.    Bars.
- iv.     Public and private educational facilities.
- v.      Health care provider locations.
- vi.     Hotels and motels.
- vii.    Laundromats.
- viii.   Public transportation facilities and conveyances under the authority of the city, including buses and taxicabs, and including the ticketing, boarding, and waiting areas of these

facilities.

- ix. Aquariums, galleries, libraries, and museums.
- x. Retail food production and marketing establishments.
- xi. Retail service establishments.
- xii. Retail stores.
- xiii. Shopping malls.
- xiv. Entertainment venues including but not limited to theaters; concert halls; auditoriums and other facilities primarily used for exhibiting motion pictures, stage performances, lectures, musical recitals, and other similar performances; bingo facilities; and indoor arenas including sports arenas.
- xv. Polling places.
- xvi. Convention facilities and meeting rooms.
- xvii. Public buildings and vehicles owned, leased, or operated by or under the control of the city
- xviii. Service lines.
- xix. Private clubs only when being used for a function to which the general public is invited.
- xx. Private residences only when used as a child care facility, a child care home, or health care provider location.
- xxi. Child care facilities and child care homes.
- xxii. Gambling structures, excursion gambling boats, and racetrack enclosures.
- xxiii. Any other place defined under “public places” in Chapter 142D of the Code of Iowa.

(4) Violation of this section shall be a municipal infraction punishable by a penalty of \$100 for a person’s first violation thereof and \$200 for each repeat violation. Alternatively, violation of this section can be charged by a peace officer of the City as a simple misdemeanor.”

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

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

Section Four. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Diane R. Voss, City Clerk

\_\_\_\_\_  
Ann H. Campbell, Mayor

# MEMO

## Legal Department

39

**To:** Honorable Mayor Ann Campbell and City Council Members

**From:** Jessica D. Spoden, Assistant City Attorney

**Date:** January 6, 2016

**Subject:** Section 1.6 Code Amendment

The Ames Municipal Code General Provisions chapter has a provision that setting the penalty for misdemeanors. That code section is Section 1.6. This ordinance was first enacted in 1956 and was modeled directly on the Iowa Code penalty for that category of criminal offenses.

In the intervening years since enactment of the misdemeanor penalty ordinance, the State law has undergone several revisions. The City has updated this provision to remain consistent with State law, however, the City failed to amend this provision in 2006 after the State legislature changed the maximum fine for simple misdemeanors from \$500 to \$625. Making the standard inside the city again consistent in all respects with that which applies outside the city would eliminate confusion for law enforcement and misdemeanor defendants.

In the past, the Council has indicated a desire to remain consistent with State law fine amounts. Therefore, staff is bringing this code amendment for passage on first reading.

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING CHAPTER 1, SECTION 1.6 AND ENACTING A NEW CHAPTER 1, SECTION 1.6 THEREOF, FOR THE PURPOSE OF AMENDING THE MISDEMEANOR PENALTY TO MIRROR IOWA CODE SECTION 903.1; 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 enacting a new Section 1.6 as follows:

**“CHAPTER 1, GENERAL PROVISIONS**

**Sec. 1.6. MISDEMEANOR PENALTY.**

Where it is provided in this Code that a violation is or can be charged as a misdemeanor, the penalty shall be a fine not to exceed six hundred twenty five dollars, and/or imprisonment not to exceed thirty days or as amended by the State of Iowa under Chapter 903 of the Code of Iowa.

*(Ord. No. 864, Sec. 9, 12-4-56; Ord. No. 3003, Sec. 1, 2-23-88; Ord. No. 3551, 3-7-00, Ord. No. 3588, 9-26-00) [State Law Ref. Iowa Code Sec. 364.3] [State Law Ref. Iowa Code Sec. 903.1].”*

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

# MEMO

## Legal Department

40

**To:** Honorable Mayor Ann Campbell and City Council Members

**From:** Jessica D. Spoden, Assistant City Attorney

**Date:** January 6, 2016

**Subject:** Section 26.39(1)(ee) Code Amendment

The City of Ames has grown, and continues to expand its corporate limits. As this happens, some of our code provisions do not reflect such changes. One of these provisions is Section 26.39(1)(ee), Specifically Designated Speed Limits on Certain Streets, Stange Road. The provision currently states that the speed limit on Stange shall be “Thirty-five (35) miles per hour between *Bloomington Road* and Kingston Drive ...” (emphasis added). As the city has annexed land to the north, the north boundary line of the City is no longer at Bloomington Road, leaving that portion of Stange north of Bloomington without a specifically designated speed limit. To remedy this, Staff suggests a code amendment changing “Bloomington Road” to “the City of Ames north corporate limit.” The amendment would clarify that all portions of Stange have the 35 m.p.h. limit, but it would not otherwise change the established speed limit on Stange Road. Staff consulted with the City Traffic Engineer who recommends continuation of the same speed limit on Stange Road all the way to the City’s northern boundary. Therefore, staff is bringing this amendment to Council to ask for your favorable consideration by its first passage and subsequent enactment .

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING CHAPTER 26, SECTION 26.39 (1)(EE) AND ENACTING A NEW SECTION 26.39 (1)(EE) THEREOF, FOR THE PURPOSE OF ADMINISTRATIVE CLEAN UP ; 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 enacting a new Section as follows:

**“Sec. 26.39. SPECIFICALLY DESIGNATED SPEED LIMITS ON CERTAIN STREETS.**

(1) No person shall operate a vehicle in excess of the following designated speed limits on the following streets or portions of streets:

...

(ee) **Stange Road:** Thirty-five (35) miles per hour between the City of Ames north corporate limit and Kingston Drive; and twenty-five (25) miles per hour between Kingston Drive and 24<sup>th</sup> Street.

*(Ord. No. 3516, Sec. 1, 2-9-99; Ord. No. 3802, 09-28-04; Ord. No. 3900, 02-13-07).*

...”

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