

Staff Report

**REQUEST TO AMEND ROSE PRAIRIE
PRE-ANNEXATION DEVELOPMENT AGREEMENT**

April 12, 2016

BACKGROUND:

The owners of the 170-acre site at Grant Avenue and 190th Street, known as Rose Prairie, request that the City Council consider initiating changes to the development agreement that was originally approved on July 22, 2010. The current owner of this property first requested amendments on August 11, 2015. The City Council provided direction to include an east/west street connection in any future project. Other pending issues were not discussed at that time, since the developers left the meeting to reconsider their plans.

The developers have now modified their request. They are seeking direction from City Council to draft a revised development agreement that would allow them to seek rezoning and propose a preliminary plat for development of the property.

In 2009, previous owners of this property requested approval of a rural subdivision. The area was studied for impacts related to traffic, stormwater, and infrastructure capacity. Since the request to develop further north was not supported in the LUPP at that time, the City Council denied the request. Subsequently the City was sued by the property owner over this denial. The City Council eventually directed staff to negotiate a mutually agreeable development agreement as a pre-annexation agreement that included dismissal of the lawsuit. On July 20, 2010 the City Council approved a pre-annexation agreement that included acquiescence to annexation of the 170 acre site. The agreement also laid out firm development parameters, specified obligations for the developer to cover utility costs to serve the area, and included a conceptual plan for development of 292 single-family homes in the manner of a conservation subdivision. The original agreement is included as Attachment A.

Although the property was annexed to the City in 2010, development of the site did not progress. The property was then sold to various other parties. The current owner of the property, Rose Prairie LLC, acquired the property in 2014 and is now represented by TerShe Development.

TerShe has identified five issues from the original agreement and two new issues that it would like to have addressed in an amendment to the current agreement (Attachment B - Developer Interests 3-28-16). The key topics related to the original agreement include the following:

- Exceeding the 292 single-family homes and townhome plan for development of the site (Concept Plan Attachment C) with up to 739 total housing units mixed

between detached and attached-single family and small medium density apartments and adding convenience commercial at corner of 190th and Grant Avenue

- Moving the shared use path from the railroad side of the project to Grant Avenue
- Changing the full repayment terms for the water and sanitary sewer connection districts from 2020 to a later year
- Clarify the requirement to extend a sanitary sewer connection to the west and north
- Eliminating the fire sprinkler requirement for single-family homes

Additional issues that the developers desire to have addressed in a revised agreement include terms for the City's acquisition of a neighborhood park, as well as assignment of obligations to successor interests when selling off parts of the overall development to individual developers. This last request means that full pay-off requirements for the connection district would not be required until individual lot subdivisions occur.

It is important to note that approval of any of the amendments suggested by the developers and supported by the City Council will not occur on April 12th. With Council's direction to proceed with specified amendments, the developers will make applications for rezoning and a preliminary plat. The revised Pre-Annexation Agreement will be considered at the same time the rezoning request is brought back by to Council.

DEVELOPERS' REQUESTED CHANGES TO PRE-ANNEXATION AGREEMENT:

The letter included as Attachment B lays out seven requests made by the developer. These are presented below with staff comments.

ISSUE 1. Section II.D - Section II.D- States the land is to be rezoned as suburban residential low density (FS-RL). We are requesting rezoning of the site with a Master Plan for FS-RL, FS-RM, or F-PRD and for convenience commercial zoning. We request to remove from the agreement the development plan that is shown as Exhibit D.

Staff Comments: The existing agreement mandates rezoning to FS-RL and includes a concept design with 292 single family housing units plus an area for an unquantified number of townhomes (single-family attached). The current Developer is pursuing a different concept with up to 8 acres of commercial area and development of single-family detached, single-family attached, and medium density apartments that require different zoning districts than FS-RL. The total development request by the developer is a minimum of 397 homes to a maximum of 739 dwellings. Its concept plan is contained in Attachment C. The developer believe it can accomplish most of its residential development goals with FS-RL and FS-RM zoning and in some areas may choose to pursue a later Planned Residential Development (PRD) at the discretion of future individual developers. Staff notes that the developer's concept plan does include an east/west road connection as directed by the City Council last August.

In order for the Planning staff to move forward in consideration of the developer's proposal, staff needs to know whether the Council is willing to consider a master plan

and zoning districts that are different than the one that was approved for the previous owner as shown on Exhibit D in the existing Pre-Annexation Agreement (Attachment A). **If City Council is willing to accept an alternative concept plan, direction should be given to modify this provision to consider alternatives.**

ISSUE 2. Section V.B.6.a and V.C.5.a – These sections require that a pro-rata share of the water and sanitary sewer cost be paid each time a parcel is platted. In addition it states the total connection fee for the water and sanitary sewer costs on Grant Avenue are to be paid in full 10 years after the date of the original agreement. Therefore 100% of Rose Prairie’s portion of the water and sewer main on Grant is to be paid in full by July 10, 2020 (only 4 years from now). The developer requests that an extension of time be granted due to the delay in starting the project.

Staff Comments:

The timely repayment for the advanced funding provided by the City for sanitary sewer and water improvements was the goal of the language included in the agreement. The City Council can choose to adjust the deadline in a manner consistent with the subsequent Pre-Annexation Agreements that were approved with the other two developers along Grant Avenue in this Northern Growth Area. Those covered Quarry Estates, Hayden’s Crossing, and the Hunziker south parcel. Based upon the time when those agreements were approved, Hayden’s Crossing and Quarry Estates require full payment after December 30, 2023. The Hunziker south parcel has yet to be annexed, and could thus extend out to the end of 2026 for full repayment.

This issue of full repayment is intertwined with the developer’s request to assign obligations to future developers, but this comment focuses only on the timeframe for repayment. Staff believes an equitable solution to the request would be to revise the agreement to a date similar to the other developers in the area. If the housing market remains strong, it would seem likely the development would be complete in 7 to 10 years. Staff proposes that an extension to repayment of outstanding connection district fees be extended to December 31, 2024. This alternative would keep the Rose Prairie obligation consistent with the other annexed projects along Grant Avenue and would reflect the delayed start to the project. **Staff recommends that City Council authorize this time extension.**

ISSUE 3. Section V.C.6 - States the Developer is to finance 100% of the cost of any sanitary sewer that may be required to serve the land west and north of Rose Prairie designated as the line from point 2 to point 4 and from point 3 to point 4 on Attachment H to the agreement. If and when the land outside of the Rose Prairie property develops, the City may establish a connection district to reimburse the Developer the pro-rata cost of the sewer benefiting land outside the development with connection fees paid by others. Rose Prairie proposes to be responsible for an 8-inch extension to the boundaries of each final plat.

Staff Comments:

The requirement specified in the agreement for the developer to extend utilities to the north and west limits of its property is in keeping with the City's current policy for infrastructure extensions to the perimeter of developments in non-incentivized growth areas to support future development. What is unusual about the provisions of this contract is that, rather than the developer paying for the whole cost of the sanitary

sewer line across its property, the City agreed to consider creating a connection district to repay the developer a pro-rated share in the future.

The development agreement did not include a timeline for making these sanitary sewer extensions. The developer now seeks to clarify that extensions will occur with each final plat and not as a comprehensive project at one time. Additionally, it wants the size to be stated as an 8-inch line.

Staff is not prepared at this time to verify whether or not an 8-inch line is adequately sized to accommodate future growth. Such a detail would be reviewed with a preliminary plat application in consideration of planned growth and the new density proposed for Rose Prairie. Clarifying the language for completion with each final plat may be acceptable depending on the phasing plan of the overall subdivision. However, care should be taken that the City is not in a position where future development could be held up by a stalled Rose Prairie development. **Therefore, staff recommends the City Council make no commitment regarding this issue other than to consider the request during the rezoning and platting processes.**

ISSUE 4. Section V.E.2 - States the Developer shall install a “shared use path” adjacent to the railroad tracks within two years of the initial final plat. We understand this shared use path is to be constructed along Grant Avenue instead of adjacent to the Railroad Tracks. We understand Rose Prairie will only be required to pay for one path and it is to be placed per the City’s direction along Grant Avenue.

Staff Comments:

At the time of the original agreement, a trail was planned to run along the railroad and continue north in Story County along the railroad right-of-way and connect to Gilbert. Since that time, the County has changed plans from installing a trail along the railroad to placing a trail along Grant Avenue northward from 190th Street. City staff believes the City’s trail should match the County’s plan, and have now planned for the shared use path to be installed along the west side of Grant Avenue. The developer desires to construct only one shared use path and not be required to build both the original path along the railroad and the Grant Avenue path. **Staff supports this contract change to match current trail system plans.**

ISSUE 5. Section V.H.2 - Requires sprinkler systems be installed in residential buildings. We request this section be entirely deleted similar to the Hunziker and Freidrich’s property to the south and east of Rose Prairie.

Staff Comments:

When first considered by the City Council, this subdivision was outside of the City Council’s emergency response time standard. The original Rose Prairie developer offered this requirement for sprinklered houses to help mitigate the risk of longer response times.

The City Council subsequently eliminated this standard when a decision was made that the City would grow further to the north. This language was then removed from the Hunziker and Quarry Estates Pre-Annexation Agreements. **Therefore, staff supports the removal of this section from the agreement since it is not included in the other development agreements.**

ISSUE 6. *City staff has requested that the developer dedicate approximately 5 acres of park land within the south half of the project and at no cost to the City. TerShe is willing to accommodate the reservation of area for a park, but believes the City should be responsible for the purchase of the land and related infrastructure costs.*

Staff Comments:

Staff has identified that the proposed development with its requested intensification, combined with the Hunziker South development, triggers the need for a City Neighborhood Park. Neighborhood parks are active areas that provide small recreational facilities and a shelter. The LUPP identifies the need for park land at a ratio of 5 acres per 1,000 people. Staff tries to site neighborhood parks with a ½ mile service area. Rose Prairie projects to house between 1,000 and 2,000 people; and with Hunziker South development the population may exceed 2,000 people. Currently, there are no Neighborhood Parks within a half mile radius of the vast majority of this north growth area. The closest Neighborhood Park is Lloyd Kurtz Park at the corner of Bloomington and Hyde. That is 2/3 of a mile away from Rose Prairie at its closest point.

Staff believes the park is a necessary component of public infrastructure to support the proposed rezoning and platting of the area for both projects. As needed infrastructure related to this project, staff does not believe that the acquisition of land for a park should be a City cost, due to the LUPP policy designated Northern Growth as a non-incentivized growth area.

Staff has requested that land be dedicated to the City in the south to central area of Rose Prairie and be in a developable condition for park improvements. The City would incur costs for construction of facilities within the park, but not for street or utility improvements abutting the park. Our most recent neighborhood park in Northridge Heights was provided for in this manner of having the developer provide a site at no cost to the City; and the City subsequently made needed recreation facility improvements. **Staff believes the agreement should reflect the arrangement as described by staff rather than the City paying for the land and the improvements. City Council has the discretion on how to proceed with negotiating this element of the proposal.**

ISSUE 7. *As the Rose Prairie developer, we may plat outlots as part of the overall master plan and these outlots may be sold to other developers. Therefore we are requesting to assign the terms of this agreement to potential other developers and therefore the connection fees for utilities and/or any street assessments imposed on Rose Prairie, will be transferred to the buyer of these outlots and the obligation to make whatever infrastructure payments, connection fees, etc. required by these outlots, will be an obligation of the buyer(s) of the outlots at the time of their platting, consistent with the terms of this agreement.*

Staff Comments:

The current agreement is clear that the obligations apply to successors in interest, but the key issue is that the current structure of the agreement for repayment of infrastructure costs is triggered by final plats. The developer desires to create large parcels with the intent of selling off the parcels, which purchasers would subsequently subdivide for individual lots. The developer would like the agreement to be amended to

reflect creation of these large parcels as an intermediate step that does not meet the intent of a “final plat” where repayment of infrastructure costs are due. The developer proposes that the infrastructure costs would then be due with final plat for development of each large parcel.

Making these changes will require the City to recalculate the costs and the structure of assigning costs for the development areas and the new densities proposed for the project. This type of revision could negatively impact the City's recapture of the water and sewer connection fees, since they are due only when lots are created and it is unclear what the phasing of buildout may be for the project. However, the street assessment should remain as it is currently established where it involves an annual charge applied to the land each year, with payoff in full only when a final plat is approved as is the case with water and sewer. **In order to accomplish this request, a revised agreement would need to include the terms and conditions for the payment of connection fees and the accelerated payment of the street assessments for all proposed "neighborhoods/outlots". Staff supports this request as long as the annual special assessment fees for Grant Avenue are not adjusted in the development agreement.**

NEXT STEPS

The developer intends to seek rezoning immediately with the intent of having the zoning approved this summer and of having a preliminary plat approved later in the summer. This would allow for development to begin this year. Staff will review the implications of the proposed density increase through the zoning amendment public hearing process and will provide a recommendation through the City's standard review process. The preliminary plat will be subject to the City's Conservation Subdivision standards and will be reviewed for consistency with these requirements during the standard review process. **Prior to the City Council approving the rezoning of the property, the development agreement would return to the City Council for its review and approval of the revised terms.**

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Instrument: 2010- 00007271
Date: Aug 03, 2010 08:10:55A
Rec Fee: 130.00 E-Com Fee: 3.00
Aud Fee: .00 Trans Tax: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: 10.00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

Return to: AMES CITY CLERK
PO BOX 811
AMES IA 50010

**PRE-ANNEXATION AGREEMENT PERTAINING TO THE
VOLUNTARY ANNEXATION, REZONING AND
SUBDIVISION PLATTING AND DEVELOPMENT
OF LAND TO BE IN THE CITY OF AMES CALLED
ROSE PRAIRIE SUBDIVISION**

THIS AGREEMENT, made and entered into this 20 day of July, 2010,
by and between the CITY OF AMES, IOWA (hereinafter called "City"), and Story County Land, L.C.
(hereinafter called "Developer"), their successors and assigns,

WITNESSETH THAT:

WHEREAS, the parties hereto desire the improvement and development of an area legally
described as set out on Attachment A (as modified by Section VI herein), and, at Developer's sole
discretion, upon written notice to the City, an area legally described as set out in Attachment B,
hereinafter called the Site; and,

WHEREAS, Developer intends to apply to the City for voluntary annexation and rezoning of the
Site with the intent to seek platting of subdivision in the future; and,

WHEREAS, an agreement between the Developer and the City with respect to public
improvements is jointly sought by the Developer and the City.

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

**I.
INTENT AND PURPOSE**

- A. It is the intent of this Agreement to:
 - 1. Recognize that the Developer is the owner of the Site which is located outside of the City limits but is within the two-mile fringe area set forth in Iowa Code § 354.8.
 - 2. Acknowledge that the City and Developer desire to have the Site developed within the City if, but only if, certain conditions precedent identified herein (the "Conditions Precedent") are satisfied.
- B. It is the purpose of this Agreement to:
 - 1. Document, record, and give notice of, a certain plan of development, and the public and private measures and undertakings essential to the implementation of that plan of development, for the Site.
 - 2. Provide remedies to the City in the event the said plan of development is not adhered to or achieved by the Developer.
 - 3. Provide remedies to the Developer in the event certain Conditions Precedent, as set forth herein, do not take place.

II. CONDITIONS PRECEDENT

The City and Developer agree that for the rights, duties and responsibilities of this Agreement to become effective as to either party, all of the following must first occur:

- A. The City of Ames Land Use Policy Plan must be amended to designate the Site as a Urban Service/Urban Residential Area; and
- B. The Division of Land set out in Part VI herein, if requested by Developer, must be approved by the City Council; and
- C. The Voluntary Annexation of the Site into the City of Ames must be accepted and the Site must become a part of the City as contemplated by law; and
- D. The Site must be rezoned as Suburban Residential Low-Density (FS-RL).

The parties agree that in the event the Site has been voluntarily annexed into the City and the City Council fails to rezone the Site as Suburban Residential Low-Density (FS-RL), upon unanimous consent of all owners of the area comprising the Site, the Site shall be severed from the City pursuant to Iowa Code § 368.8. Contemporaneously herewith, the City Council agrees to pass the Resolution attached hereto as Attachment C and by this reference made a part hereof. In the event of severance, the terms of this Agreement are deemed null and void.

III. CITY'S REMEDIES

- A. In that the Developer seeks to persuade and induce the City to approve an official plat of the Site by presenting a plan for the development and improvement of the Site in its entirety, it is understood and agreed that the City shall not issue any building permits with respect to any place on the Site for which a Final Plat of subdivision has not been approved and filed for record.
- B. The City shall not issue a building permit, zoning permit, or any other permit of the City with respect to any excavation, construction, reconstruction or remodeling on the Site unless said work is undertaken in accordance with the provisions of this Agreement, and all applicable statutes, ordinances, and regulations in effect at the time that platting documents are submitted. The City agrees that the provisions of this Agreement, to the level of detail specified in Attachments A through J herein, satisfy all presently enacted statutes, ordinances and regulations.
- C. The City shall not approve any Final Plat of any phase of development on the Site unless said plat is in accordance with and meets the provisions and conditions of this Agreement.
- D. All ordinances, regulations, and policies of the City now existing, or as may hereafter be enacted, so long as they are not inconsistent with the terms of this Agreement, shall apply to activity on the site.

- E. Prior to the issuance of a Final Plat, and unless otherwise agreed by the parties, the Developer shall cause the creation of an Owners' Association by means of a declaration of covenants that shall run with the land that constitutes the Site; and at least ninety-five percent (95%) of the total number of platted lots within the boundary of the Site shall be members of that Owners' Association. If any obligation or duty of the Owners' Association, as prescribed by this Agreement, is not met or performed, the City may bring suit against the Owners' Association for court-ordered specific performance of the duty owed to the City by the Owners' Association; alternatively, the City may undertake the required obligation and may assess each property at the Site which is a member of the Owners' Association a prorated portion of the cost of said cure and such assessment shall constitute a lien on the real estate.

IV. PLATTING PROCESS

The Developer may, at a time of Developer's choosing, undertake the official platting of subdivisions of the Site and said platting shall be done pursuant to the procedures established by the statutes of the State of Iowa and the ordinances of the City. The City may establish specific requirements for improvements of the Site, as a condition for approval of any plat of subdivision, and require a performance bond or other security for the performance of such improvements by the Developer as set forth herein and in accordance with applicable subdivision ordinances and standards. The requirements of improvements relative to the approval of any official plat of the Site may reiterate the provisions of this Agreement; and, may state additional required improvements allowed by law that are not inconsistent with the intent and terms of this Agreement and all applicable statutes, ordinances, and regulations

V. IMPROVEMENTS

A. Streets and Street Improvements

1. The Developer shall, with respect to all streets as shown on the Site, dedicate and convey fee title for the right-of-way to the City at no charge or cost to the City, said conveyance to occur at the time of final subdivision plat approval. After improvements have been completed, certified and accepted by the City Council, costs of operation and maintenance of the streets and street improvements shall be undertaken and paid by the City.
2. The Developer shall, in accordance with the specifications of the City, construct street improvements to the specifications of the City as follows:
 - a. With regard to streets **within the Site** that are to be dedicated to the City, those streets shall be constructed as follows (unless agreed otherwise by both parties in writing):
 - i. As generally shown on Attachment D attached hereto and made a part hereof;
 - ii. In compliance with City ordinances and standards with regard to width, depth, curbing, gutter and markings except that curb outflow areas shall be allowed as generally shown on Attachment E and a preliminary plat and in

accordance with a public improvement plan, that is consistent with the terms of this Agreement, to be approved by the Municipal Engineer after preliminary plat approval.

- b. With regard to streets **outside the Site** (unless agreed otherwise by both parties in writing) the following terms shall apply:
- i. If, at the time of annexation of Site, City has received and approved pre-annexation agreements including special assessment contracts and waivers from all owners of property located within the area included in Attachment J, and if those properties are included within the area of annexation in addition to the Site, the only street to be assessed to Rose Prairie shall be Grant Avenue; and said assessment shall be as provided by contract and waiver agreement, Attachment F, which shall be consistent with the terms of this Agreement;
 - ii. Grant Avenue shall be constructed by the City as a standard two-lane, collector city street that is in compliance with City ordinances and standards with regard to width, depth, curbing, gutter, storm sewer pipe and structures, and street lights, and markings except that curb outflow areas shall be allowed as generally shown on Attachment E;
 - iii. Costs associated with construction of Grant, including but not limited to design, bond issuance costs, interest, construction, administration, permits and fees, and engineering inspections shall be paid 37% by Developer (determined as being one-half of the costs of the road for the 2737 lineal feet of the road abutting Rose Prairie, and the 1190 lineal feet of the road abutting the Sturges property). Neither Developer nor the current or future owner of the property identified on Attachment B shall be required to pay any percentage for Grant Avenue in excess of or in addition to this percentage. The amount shall be payable by Developer no sooner than the City obtains bond financing for the project and Developer shall pay in accordance with Attachment F. The street shall be installed by the City at the desire of the City or, alternatively, the City shall initiate construction within two years of the request of the Developer provided, however, that the Developer cannot request, and the City may not undertake, installation of the street sooner than two years from the execution of this Agreement, and the City cannot require payment from Developer until issuance of bonds for the street is obtained, and such payment shall be distributed equally over the term of the bonds in annual installments, not exceeding fifteen, as provided in Iowa Code section 384.60.
 - iv. In the event Developer requests approval of the initial Final Plat for Site and at the time of such request the properties, **other than the properties shown in Attachment A and B**, that are located within the area included in Attachment J have not been annexed into the City of Ames, Developer agrees to pay to the City cash in an amount determined by the City to be proportionate to the total obligation of the Developer for the construction of Grant Avenue as provided in Paragraph V.A.2.b.ii and iii, supra attributable to the developable lots included within final plat for the Site, based on the Municipal Engineer's

estimate of costs associated with construction of Grant Avenue, including but not limited to design, bond issuance costs, interest, construction, administration, permits and fees as of the date of the final plat . Upon such payment by Developer, City agrees to release from the obligations of the special assessment contract and waiver those developable lots included within the final plat. In such event the City may construct Grant Avenue at such time as the City deems appropriate. For each subsequent request from Developer for approval of a final plat for Site, Developer agrees to pay to the City at the time of final plat approval cash in an amount proportionate to the total obligation of the Developer for the construction of Grant Avenue as provided in V.A.2.b.ii and iii, supra, attributable to the developable lots included within that final plat for the Site, based on the Municipal Engineer's estimate of costs associated with construction of Grant Avenue, including but not limited to design, bond issuance costs, interest, construction, administration, permits and fees as of the date of that final plat.

- v. In order to facilitate the extension of the sanitary sewer, some grading of Grant Avenue may be required prior to the actual construction of the street. In the event such grading is conducted by Developer, then the cost of the additional grading shall be added to the cost of construction of Grant Avenue and Developer shall be given credit for the full amount of the costs of the additional grading against his allocated share of Grant Avenue costs.
- vi. In order to facilitate the development of a detention basin or pond on the property identified on Attachment B, some additional grading or reinforcement of Grant Avenue may be required. Developer may, at its sole discretion, require such additional grading or reinforcement of Grant Avenue at the time of the grading of Grant Avenue. Developer shall pay in cash to the City at such time as the improvements are initiated with the award of the contract all costs for such additional grading or reinforcement that are in excess of the costs of grading Grant Avenue without such improvements, including City's costs attributable to engineering and construction inspection fees.
- c. With regard to **off-Site** traffic improvements, Developer shall pay, prior to approval of the initial Final Plat for the Site, the amount of \$185,000.00 which is an agreed-upon assessment for Developer's share of the cost of the traffic signal to be installed at Hyde Avenue and Bloomington Road together with Developer's share of the cost of the widened intersection and traffic signal at Grand Avenue and Bloomington Road. No other amounts for these improvements will be required to be paid by Developer or the current or future owner of the property identified on Attachment B.

B. Water System Improvements

- 1. Unless otherwise agreed by the Parties, the Developer, at a time of Developer's choosing but not later than the approval of the initial Final Plat, shall install or deposit cash or security in a form satisfactory to the City Attorney, for all of the water system improvements located **outside of the Site**, as generally shown on Attachment G, and in accordance with a public improvement plan, that is consistent

with the terms of this Agreement, to be approved by the Municipal Engineer after preliminary plat approval, and shall install or deposit cash or security in a form acceptable to the City Attorney for water system improvements located **within the Site** as necessary for the specific plat being approved by the City, all at the sole cost and expense of the Developer. Upon certification of acceptance and completion by the City Council of the water system improvements, costs of operation and maintenance of the system shall be undertaken and paid for by the City.

2. With regard to water system improvements located **within this Site**, the Developer shall show on the final Plat of any subdivision of this Site, and grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City, for installation and maintenance of water system improvements required for approval of any plat of subdivision for those locations not within the public right-of-way and for those portions of the water system that have not yet been constructed by Developer but that are necessary for the development of adjacent properties.
3. With regard to water mains located **outside of the Site**, the City must, at its sole cost and expense, obtain an interest in real property sufficient to allow the Developer to install the water main in the location generally shown on Attachment G.
4. Developer agrees that it shall be responsible for payment of any amounts that may become due and owing to any rural water cooperative as a result of annexation of any lot in Rose Prairie connecting to City water as provided in Iowa Code Section 357A.21.
5. Water Extension Benefits Adjustment. For the purpose of assessing the costs of water utility extension on the basis of benefit to land areas, it is recognized that the City has the authority, and shall take all necessary action, to establish water utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3). The City shall, subject to its governmental discretion, establish such districts with respect to the areas of land that are not a part of the Site, but which will be served and benefited by the extension of water utilities pursuant to paragraph B.1 of this Agreement; and the money collected by the City by virtue of such districts shall be disbursed to the Developer to such extent and in such amounts as the City shall determine to be an equitable adjustment for the benefit provided to the areas within such districts by virtue of the Developer's construction of water utility facilities as required by this Agreement.
6. City Installation of Water Improvements Outside of the Site. Notwithstanding the above provisions, in the event the City, at its sole discretion, chooses to install the water system improvements as shown generally extending from Point 1 to Point 2 on Attachment G and to establish water utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), Developer shall not be required to install, fund or otherwise provide security for the installation of such improvements and Developer will be allowed to connect to the City-installed water system improvements in like manner and at similar cost-assessment basis as others with developable land who may connect to such improvements. In such event that the City chooses to install the water system improvements described above, Developer shall grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City for those locations not within the public right-of-way

that are necessary for the development of adjacent properties.

- a. **Timing of Water Connection Fee Payments.** In the event that the City chooses to install water system improvements and to establish water utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), as described in 6, supra, Developer shall, upon approval of every Final Plat, pay a connection fee to the City for the "benefitted area." For a period of ten years from the date of this Agreement, "benefitted area" shall be those gross acres included in the Final Plat excluding unbuildable outlots, compared to the total gross acres of the Site. After ten years from the date of this agreement, "benefitted area" shall be all gross acres contained within the Final Plat, plus all remaining gross acres in the Site, including unbuildable outlots, that have not previously been included within a benefitted area for which connection fee has been paid. It is the intent of this paragraph that upon approval of the first Final Plat occurring more than ten years from the date of this agreement, the total connection fee attributable to the Site shall be paid in full.

C. Sanitary Sewer Improvements

1. Unless otherwise agreed by the Parties, the Developer shall install, at a time of Developer's choosing but no later than the approval of a Final Plat or deposit cash or security in a form satisfactory to the City Attorney, sanitary sewer improvements located **outside the Site** as generally shown on Attachment H and in accordance with a public improvement plan that is consistent with the terms of this Agreement and to be approved by the Municipal Engineer after preliminary plat approval, and shall install, or deposit cash or security in a form satisfactory to the City Attorney, sanitary sewer mains located **within the Site** as necessary for the specific plat being approved by the City, all at the sole cost and expense of the Developer.
2. With regard to sanitary sewer mains located **within the Site**, the Developer shall show on the Final Plat of any subdivision of the site, and grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City, for installation of sanitary sewer mains required for approval of any plat of subdivision of the Site and for those portions of the sanitary sewer system that have not yet been constructed by Developer but that are necessary for the development of adjacent properties.
3. With regard to sanitary sewer mains located **outside of the Site**, the City will, at its sole cost and expense, obtain an interest in real property sufficient to allow the Developer to install the sanitary sewer main in the location generally shown on Attachment H.
4. **Sanitary Sewer Extension Benefits Adjustments.** For the purpose of assessing the costs of sanitary sewer utility extension on the basis of benefit to land areas, it is recognized that the City has the authority, and shall take all necessary action, to establish sanitary sewer utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3). The City shall, subject to its governmental discretion, establish such districts with respect to the areas of land that are not a part of the Site, but which will be served and benefitted by the extension of sanitary sewer utilities pursuant to this Agreement; and the money collected by the City by virtue of

such districts shall be disbursed to the Developer to such extent and in such amounts as the City shall determine to be an equitable adjustment for the benefit provided to the areas within such districts by virtue of the Developer's construction of sanitary sewer utility facilities as required by this Agreement.

5. City Installation of Sanitary Sewer Improvements Outside the Site. Notwithstanding the above provisions, in the event the City, at its sole discretion, chooses to install the sanitary sewer system improvements as shown generally from Point 1 to Point 2 on Attachment I and to establish sanitary sewer utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), Developer shall not be required to install, fund or otherwise provide security for the installation of such improvements and Developer will be allowed to connect to the City-installed sanitary sewer system improvements in like manner and at similar cost-assessment basis as others with developable lots who may connect to such improvements. In such event that the City chooses to install the sanitary system improvements described above, Developer shall grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City for those locations not within the public right-of-way that are necessary for the development of adjacent properties.
 - a. Timing of Sanitary Sewer Connection Fee Payments. In the event that the City chooses to install sanitary sewer system improvements and to establish sanitary sewer utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), as described in 5, supra, Developer shall, upon approval of every Final Plat, pay a connection fee to the City for the "benefitted area." For a period of ten years from the date of this Agreement, "benefitted area" shall be those gross acres included in the Final Plat excluding unbuildable outlots, compared to the total gross acres of the Site,. After ten years from the date of this agreement, "benefitted area" shall be all gross acres contained within the Final Plat, plus all remaining gross acres in the Site, including unbuildable outlots, that have not previously been included within a benefitted area for which connection fee has been paid. It is the intent of this paragraph that upon approval of the first Final Plat occurring more than ten years from the date of this agreement, the total connection fee attributable to the Site shall be paid in full.
6. In the event the City installs the sanitary sewer system improvements outside of the Site as described in paragraph 5 above, Developer agrees to install sewer main extensions in the dimensions and locations generally described and indicated from Point 2 to Point 4 and from Point 3 to Point 5 on Attachment H. Upon completion of said sewer main extensions and at the request of Developer, the City shall, subject to its governmental discretion, establish such districts with respect to the areas of land that are west of the Site depicted on Attachment H, but that may be served and benefited by the extension of sanitary sewer utilities from Point 2 to Point 4 pursuant to this Paragraph; and the money collected by the City by virtue of such districts shall be disbursed to the Developer to such extent and in such amounts as the City shall determine to be an equitable adjustment for the benefit provided to the areas within such districts by virtue of the Developer's construction of the sanitary sewer utility facilities as described in the Paragraph.

D. Storm Sewers and Storm Water Management

1. The Developer shall show on the Final Plat of any subdivision of the Site, and grant to the City, without charge, easements in a form acceptable to the City for installation and maintenance of public storm sewers and public storm water conveyances and storm water management facilities required for approval of any plat of subdivision of the Site for those locations not within the public right-of-way.
2. Unless otherwise agreed by the Parties, the Developer shall, at a time of Developer's choosing, but no later than the approval of a Final Plat, install or deposit cash or security in a form acceptable to the City Attorney for storm sewers, storm sewer appurtenances, and storm water structures, as generally shown on Attachment E and a preliminary plat at the sole cost and expense of the Developer, and at no cost or charge to the City, for the purpose of managing both the quantity and quality of storm water discharge.
3. The Owners' Association shall be responsible for routine maintenance of the storm water management facilities and surface water flowage areas, excluding areas within the public right of way, that are deemed necessary by the City, including maintenance and repair of the subdrain pipes associated with the storm water management facilities, collection of trash and debris that is found on such areas, and the management of grass and vegetation on such areas and controlled as appropriate and permitted. If the Owners' Association fails to perform such maintenance work, City may provide written notice and reasonable time to perform said work. If the required work is not done within the time specified by the City, the City may perform the work and the City's cost to do so shall be the obligation and the debt of the Owners' Association and a lien against any and all benefited properties.
4. The City shall assist and support any efforts by the Developer to obtain DNR, WIRB, or other funding for the Developer's project that may be available for the storm water quality systems, wetlands, dams, prairie restoration or the like.

E. Sidewalks and Shared Use Paths

1. Developer shall cause sidewalks and shared use path way system to be constructed at the Developer's expense and to the specifications of the City with respect to each platted lot at such time as a principal building is completed on the lot, but not later than two years after approval of the plat of subdivision for such lot. Sidewalks shall be required only on one side of streets. All lots, however, shall have direct access to sidewalks or the pathway system.
2. The Developer shall install a shared use path, to the specifications of the City, adjacent to the railroad tracks, within two years of approval of the initial Final Plat. The City shall maintain this shared use path. Developer shall provide easement at no cost to City as indicated on a preliminary plat.

F. Electric

1. Street Lights. Within the service territory of the Ames Municipal Electric System, the City shall install street lights in accordance with City standards, and the

Developer shall pay all of the City's costs of said installation within the Ames Electric Service Area. Thereafter, costs of operation and maintenance of the street lights shall be paid by the City.

2. Outside the Ames Electric Service Territory, Developer shall arrange with Midland Cooperative for installation of street lights in accordance with City standards. Thereafter, the City shall pay costs of operation.
3. Miscellaneous. Extension of electric service and any relocation of existing electric facilities, as required by the Developer's construction, will be at the Developer's sole expense and in conformity with City's policy.

G. Street Tree Planting Plan

The Developer shall install, at its sole cost and expense, trees to be planted on the Site in accordance with the subdivision ordinance requirements.

H. Building Requirements

1. Phosphate-Free Fertilizer. The Developer shall include a covenant binding on all platted lots, prohibiting the use or application of any fertilizer or lawn additive that contains phosphate.
2. Sprinkler System. The Developer shall include a covenant, binding on all platted lots, that any residential building shall include a fire sprinkler system that is in accordance with National Fire Protection Standard 13D and, if applicable, in compliance with the Building Code.

**VI.
DIVISION OF LAND**

Developer may request, prior to a voluntary annexation of the area legally described in Attachment A, the separate platting of a lot included within the south side of said area that is no more than one hundred and thirty (130) feet from north to south and extends in an east/west direction along all, or a portion of, the area legally described in Attachment A (this lot shall hereinafter be referred to as "Lot AA"). In such event, the City will allow Developer to exclude Lot AA from the area sought to be voluntarily annexed.

**VII.
MODIFICATION OF AGREEMENT**

The parties agree that this Agreement may be modified, amended or supplemented by written agreement of the parties.

**VIII.
SECURITY**

The Developer shall install, and dedicate to the City, as set forth herein, all public improvements required for approval of any or each plat of subdivision of the Site prior to approval of such Final Plat or execute an improvement agreement to guarantee the completion of all such required public improvements, and provide to the City as security for the completion of that work, an "improvement guaranty" as stated in Section 23.409 of the Municipal Code of the City of Ames, Iowa.

**IX.
COVENANTS RUN WITH THE LAND**

This Agreement shall run with the Site and shall be binding upon the Developer, its successors and assigns. Each party hereto agrees to cooperate with the other in executing a Memorandum of Agreement that may be recorded in place of this document.

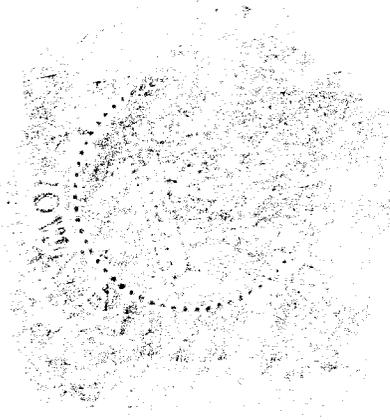
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the date first above written.

CITY OF AMES, IOWA

By: *Ann H. Campbell*

STORY COUNTY LAND, L.C.

By: *Dwayne McAninch*
DWAYNE McAninch



ROSE PRAIRIE
STORY COUNTY LAND DESCRIPTION

PARCEL 'C' IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "AMENDED PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA, ON NOVEMBER 30, 1998, AND RECORDED AS INST. NO. 98-16564, SLIDE 10, PAGE 3, **EXCEPT** THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION.

AND

PARCEL 'E' IN THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5 P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA, ON NOVEMBER 13, 1998, AS INST. NO. 98-15763, SLIDE 9, PAGE 1.

ATTACHMENT A

STURGES PROPERTY DESCRIPTION

PARCEL 'A' OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) IN SECTION 21, TOWNSHIP 84 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON MAY 31, 1996, AS INSTRUMENT NO. 96-05211, IN BOOK 13 AT PAGE 249.

ATTACHMENT B

RESOLUTION NO. 10-345A

**RESOLUTION APPROVING SEVERANCE OF A PARCEL OF
LAND IN THE CITY UPON THE OCCURRENCE
OF CERTAIN CONDITIONS PRECEDENT**

WHEREAS, on even date herewith, the Ames City Council has approved entering into "An Agreement Pertaining to the Voluntary Annexation, Rezoning and Subdivision Platting and Development of Land to be in the City of Ames called Rose Prairie Subdivision" (the "Agreement") with Story County Land, L.C. Pursuant to the terms of the Agreement; and

WHEREAS, it is the intent of the parties that the Site identified in the Agreement is or shall be annexed into the City; and

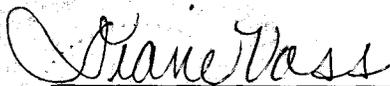
WHEREAS, subsequent to annexation into the City, the parties understand that certain events are contemplated to occur (identified as "Conditions Precedent" in the Agreement); and

WHEREAS, in the event the Site has been voluntarily annexed into the City and the City Council fails to rezone the site as Suburban Residential Low-Density (FS-RL), the parties agree that the annexation of the Site may not be proper.

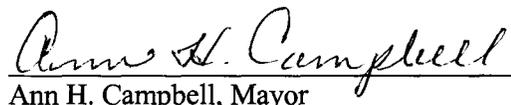
NOW, THEREFORE, BE IT RESOLVED by the City Council of Ames, Iowa, that in the event the City Council fails to rezone the Site as contemplated herein and the unanimous consent of all owners of the area comprising the Site set out in the Agreement is received by the City, then:

- 1) The Site, upon receipt of the unanimous consent, is hereby approved as severed from the City pursuant to Iowa Code Section 368.8;
- 2) The equitable distribution of the assets and assumption of liabilities shall be that such assets and liabilities shall remain with those entities that possess the asset and/or liabilities on the day of the severance; and
- 3) Upon receipt by the City of the unanimous consent, the City Clerk is directed to file a copy of the resolution, map and a legal description of the Site with the County Board of Supervisors, Secretary of State and State Board of Transportation. The City Clerk shall also record a copy of the map and resolution with the County Recorder.

Such acts are hereby passed and approved by the City Council of Ames, Iowa, on this 20 day of July, 2010.



Diane Voss, City Clerk



Ann H. Campbell, Mayor

ATTACHMENT F

**SPECIAL ASSESSMENT
CONTRACT AND WAIVER
GRANT AVENUE PAVING PROJECT
AMES, IOWA**

THIS AGREEMENT made and entered into by and between the City of Ames, Iowa, (hereinafter referred to as the "City"), and the undersigned property owners in the City, (hereinafter referred to as the "Property Owners"), and the undersigned lienholders (hereinafter referred to as the "Lienholders") who hold liens on certain property of the Property Owners;

WITNESSES THAT:

WHEREAS, each of the Property Owners is respectively the owner of the tracts of real estate set opposite their name; and,

WHEREAS, the undersigned Property Owners desire that the public improvements (hereinafter referred to as the "Project") described in the Appendix hereto be accomplished; and,

WHEREAS, such construction or repair will specifically benefit the respective properties of the Property Owners; and,

WHEREAS, the City has the power to accomplish such Project and assess the cost thereof to the Property Owners pursuant to Chapter 384 of the Iowa Code; and,

WHEREAS, a Proposed Schedule of Assessments has been prepared for the Project listing the proposing amount of assessments to be levied against the below listed properties for the Project;

NOW, THEREFORE, IN CONSIDERATION OF THE AFORESAID, IT IS AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

The Property Owners, City, and Lienholders, by execution of this Agreement, agree and intend that this Agreement shall constitute a written contract as provided for in Section 384.41 of the Iowa Code for a public improvement to be paid in whole by special assessments to be levied against the below listed properties of the undersigned Property Owners.

FURTHER, it is understood and agreed that the costs of the Project may be financed by the issuance and sale of general obligation bonds of the city, payment of the principal and interest thereon, and all costs of issuance, interim borrowing, legal fees, engineering, or whatever to be included in and fully abated by the aforesaid assessment as provided for herein.

FURTHER, the City by execution of this Agreement, agrees, as soon as practicable to proceed to take any and all action required by Chapter 384 of the Iowa Code or any and all other actions required by law to be taken in order to complete the Project.

FURTHER, Property Owners and Lienholders agree that in consideration of the city proceeding to complete the project, the Property Owners and Lienholders each, by execution of this Agreement:

1. Waive notice to Property Owners by publication and mailing as provided by Section 384.50 of the Iowa Code.
2. Waive the right to a hearing on the making of the improvement, the boundaries of the special assessment district, the cost of the Project, the assessment against any lot or the final adoption of the resolution of necessity as provided for in Section 384.51 of the Iowa Code.
3. Consent to the adoption of a preliminary resolution, a plat, schedule of assessments and cost estimate, and resolution of necessity by the City for the Project.
4. Waive any objections to the Project, the boundaries of the district, the cost of the Project, the valuation of any lot, the assessment against any lot, or the final adoption of the resolution of necessity.
5. Agree that the amount and proportion of the cost of the construction or repair of the above-described improvement to be paid by the Property Owners, as ascertained and determined by the Council of the City, shall constitute assessments against the respective properties described in the attached appendix and that said assessments shall be paid by the undersigned Property Owners within the time provided by law for the payment of special assessments for such improvement.
6. The right to request deferment for agricultural land is hereby waived.
7. Waive the limitation provided in Section 384.62 of the Iowa Code that an assessment may not exceed twenty-five (25) percent of the value of the Property Owners' and Lienholders' lot as defined in Section 384.37(5) of the Iowa Code.
8. Waive notice to Property Owners by publication and mailing as provided by Section 384.60 of the Iowa Code (relating to notice of certification to County Auditor of final schedule of assessments).
9. Warrant that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by the Lienholders hereinafter listed and designated as signatories of this Agreement.
10. Agree to subordinate the sale of any part of the real estate listed below to the terms of this Agreement.
11. If the Project in this agreement, or the assessment is declared in whole or in part invalid or beyond the City's authority, the parties agree to nevertheless pay the assessed amounts stated pursuant to this agreement.

FURTHER, each of the Lienholders, by execution of this Agreement, individually:

1. Agrees and consents to the initiation of this public improvement as authorized by Section 384.41(1) of the Iowa Code in order that the special assessments for the cost of the Project shall be liens on the below listed properties to the same extent as provided in Section 384.65(5) of the Iowa Code.
2. Agrees and consents that their lien or liens shall be junior and inferior to the lien of the assessment levied pursuant to this Agreement.
3. That all the foregoing covenants, agreements, waivers and consents shall be binding on and inure to the heirs, devisees, executors, administrators, successors and assigns of any and all said lienholders.

FURTHER, as provided by the second unnumbered paragraph of Section 384.61 Code of Iowa, if a Property Owner divides the property subject to assessment (as described in the appendix hereto) into two or more lots, and if the plan of division is approved by the City Council, the lien on the property assessed may be partially released and discharged, with respect to any such lot, by payment of the amount calculated as determined by the City Council.

Parcel No. 05-21-200-120
Parcel No. 05-21-400-115

PROPERTY OWNER

STORY COUNTY LAND, L.C.

By: Dwayne McAninch
Dwayne McAninch, Manager

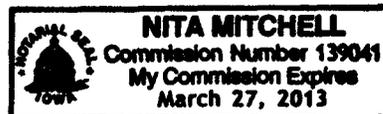
STATE OF IOWA, STORY COUNTY, ss:

This instrument was acknowledged before me on July 22, 2010, by Dwayne McAninch, as Manager of Story County Land, L.C.

Nita Mitchell
Notary Public in and for the State of Iowa

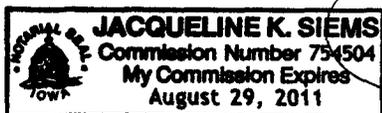
Fidelity Bank, Lienholder

By: Bruce D. Greenfield, President & CEO



STATE OF IOWA, COUNTY OF DALLAS, ss. On this 22nd Day of July, 2010, before me, a Notary Public in the state of Iowa, personally appeared Bruce D. Greenfield, to me personally known, who being by me duly sworn or affirmed did say that that person is PRESIDENT & CEO of said entity, that (the seal affixed to said instrument is the seal of said entity or no seal has been procured by said entity) and that said instrument was signed and sealed, if applicable on behalf of said entity by authority of its board of directors/partners/members and the said PRESIDENT and CEO acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires:



Jacqueline K. Siems V.P.
Notary Public in and for State of Iowa

Grant Avenue Paving Project – Proposed Schedule of Assessments
Hyde Avenue to W 190th Street

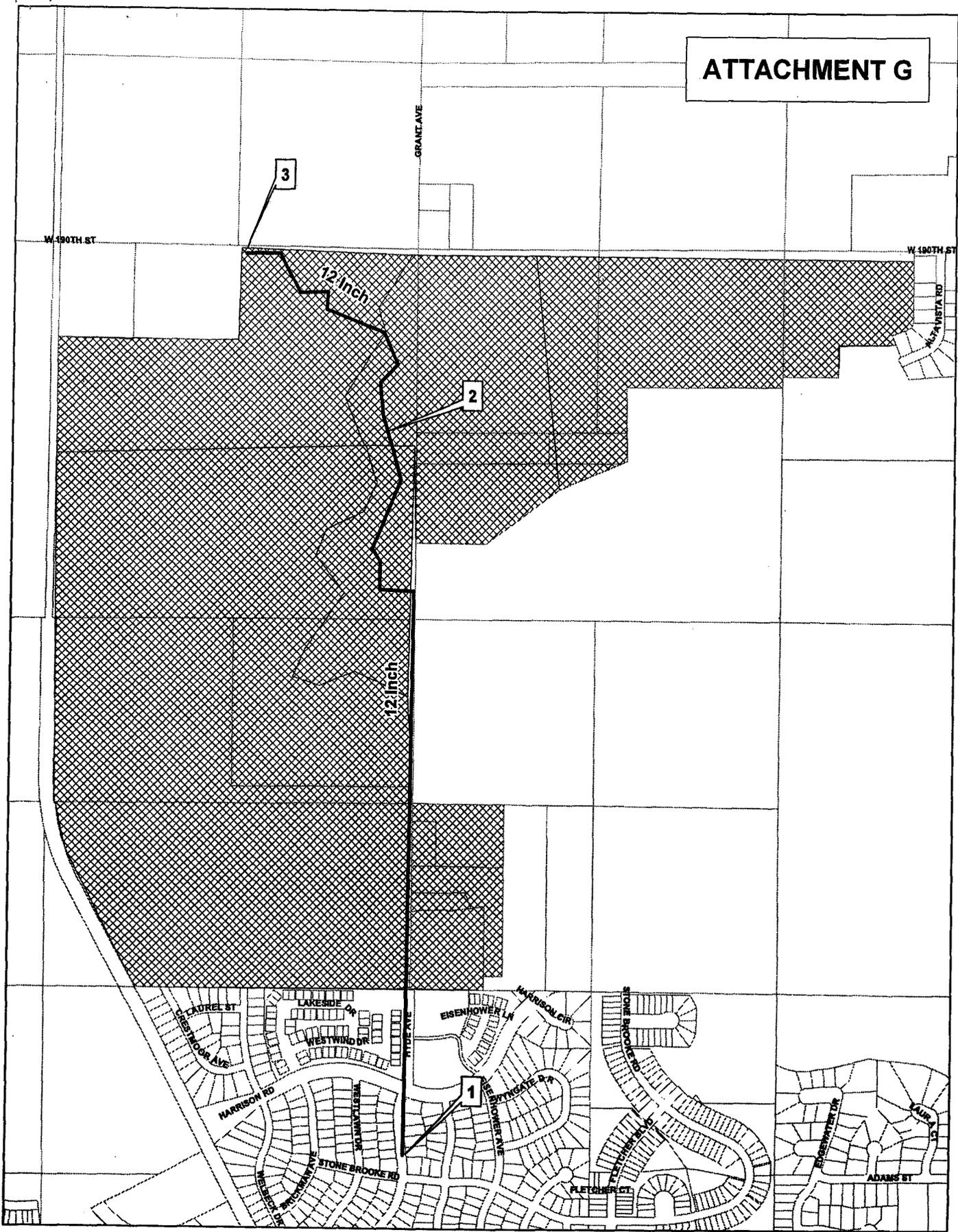
	Name and Address	Legal Description	Assessment	Percent of Cost
1	Story County Land LC 6800 Lake Dr, Ste 125 West Des Moines, IA 50266-2504	NE ¼ Parcels 'E' & 'F', Slide 9 Pg 1, Story County, Iowa <u>Address: 2250 W 190th St</u> <u>(05-21-200-120)</u>	\$844,339.40	28
2	Story County Land LC 6800 Lake Dr, Ste 125 West Des Moines, IA 50266-2504	SE ¼ Parcel 'C', Slide 10 Pg 3, Ex S ½ SE, Story County, Iowa <u>Address: Franklin Township</u> <u>(05-21-400-115)</u>	\$257,900.48	9
3	Hunziker, Erben & Margaret Hunziker Apartments LLC 105 S 16 th St Ames, IA 50010-8009	S ½ SE Ex Parcel 'D', Slide 10 Pg 3 & Ex RR ROW, Story County, Iowa <u>Address: 4397 Grant Ave</u> <u>(05-21-400-310)</u>	\$584,661.31	20
4	Hunziker Land Development Co LLC 105 S 16 th St Ames, IA 50010-8094	S ½ Bg 540.9' NW ¼ CR NE 510.4' NE 648.2' NE 479.6' W 1479.9' S 557.4' to Beginning, Story County, Iowa <u>Address: Franklin Township</u> <u>(05-22-100-320)</u>	\$100,514.84	3
5	Quarry Estates LLC 100 6 th St Ames, IA 50010-6338	NW NW Ex Road, Story County, Iowa <u>Address: Franklin Township</u> <u>(05-22-100-100)</u>	\$233,057.77	8
6	Quarry Estates LLC 100 6 th St Ames, IA 50010-6338	NE NW Ex BG 965.2' S NE CR W 1109.2' S to LN W TO LN N TO PT E TO BEG, Story County, Iowa <u>Address: Franklin Township</u> <u>(05-22-100-205)</u>	\$92,698.73	3
7	Quarry Estates LLC 100 6 th St Ames, IA 50010-6338	Parcel 'H' W ½ NE, Slide 112 Pg 5, Story County, Iowa <u>Address: 904 W 190th St</u> <u>(05-22-200-110)</u>	\$180,678.04	6
8	City of Ames 515 Clark Ave Ames, IA 50010-6135	Parcel 'J' NW, Slide 112 Pg 3, Ames, Iowa <u>Address: 5300 Grant Ave</u> <u>(05-22-100-340)</u>	\$431,969.88	15
9	City of Ames 515 Clark Ave Ames, IA 50010-6135	NW SW, Ames, Iowa <u>Address: 5000 Grant Ave</u> <u>(05-22-300-100)</u>	\$253,206.26	8
			\$2,979,026.71	100.0

Appendix to Special Assessment Contract and Waiver for the Grant Avenue Paving Project

Grant Avenue Paving and Improvements Project

The improvements of Grant Avenue will consist of the paving of a 31-foot wide, two-lane pavement section from the City of Ames northern City limit to its terminus at W. 190th Street. This road will be built to current collector street standards adopted by SUDAS. The pavement shall include all associated appurtenances for the construction of the road including but not limited to grading, storm sewers, subdrains, subbase, subgrade preparation, and restoration activities. The engineering of the road could also include curb cut and concrete flume engineering details as outlined in Attachment E.

ATTACHMENT G



W 190TH ST

W 190TH ST

GRANT AVE

W 191ST RD

3

2

1

12 inch

12 inch

CHADREL ST

LAKESIDE DR

WESTWIND DR

EISENHOWER LN

WILSON CIR

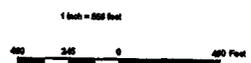
HARRISON RD

STONE BROOK RD

WINDY HOLLOW DR

PLETOHER CT

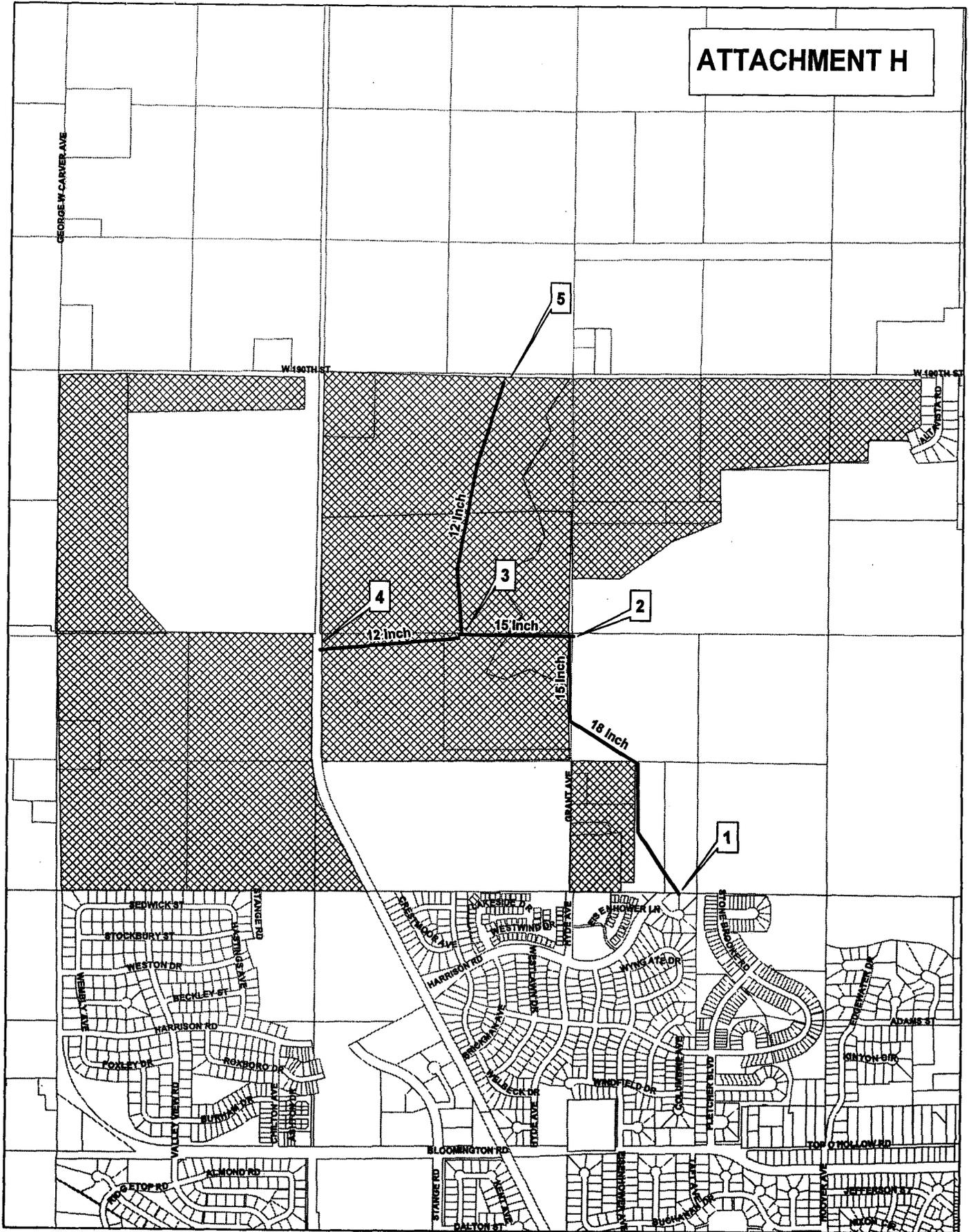
ADAMS ST



— Water Main Potential Water Connection District



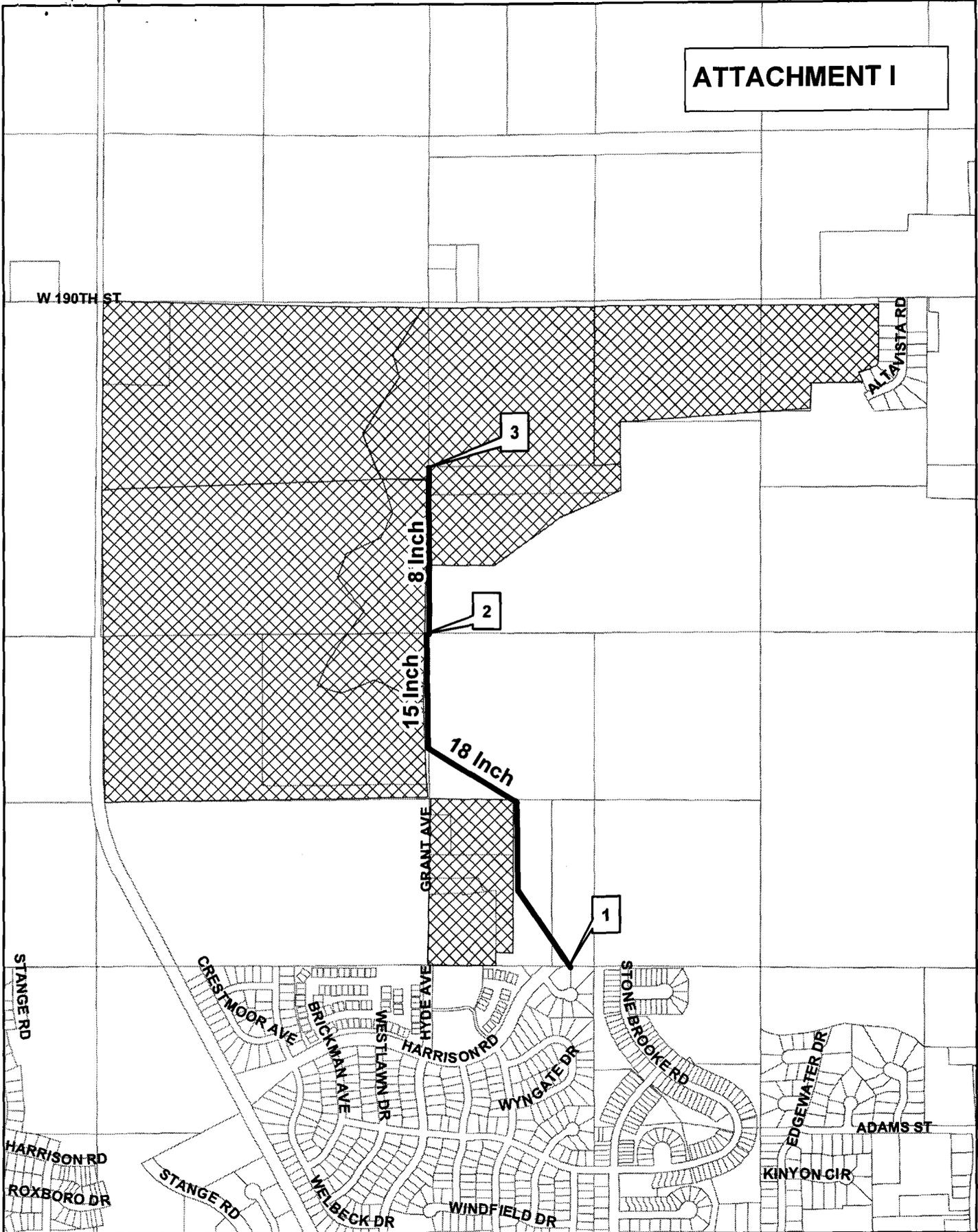
ATTACHMENT H



— Sanitary Sewer Main  Potential Sanitary Connection District



ATTACHMENT I

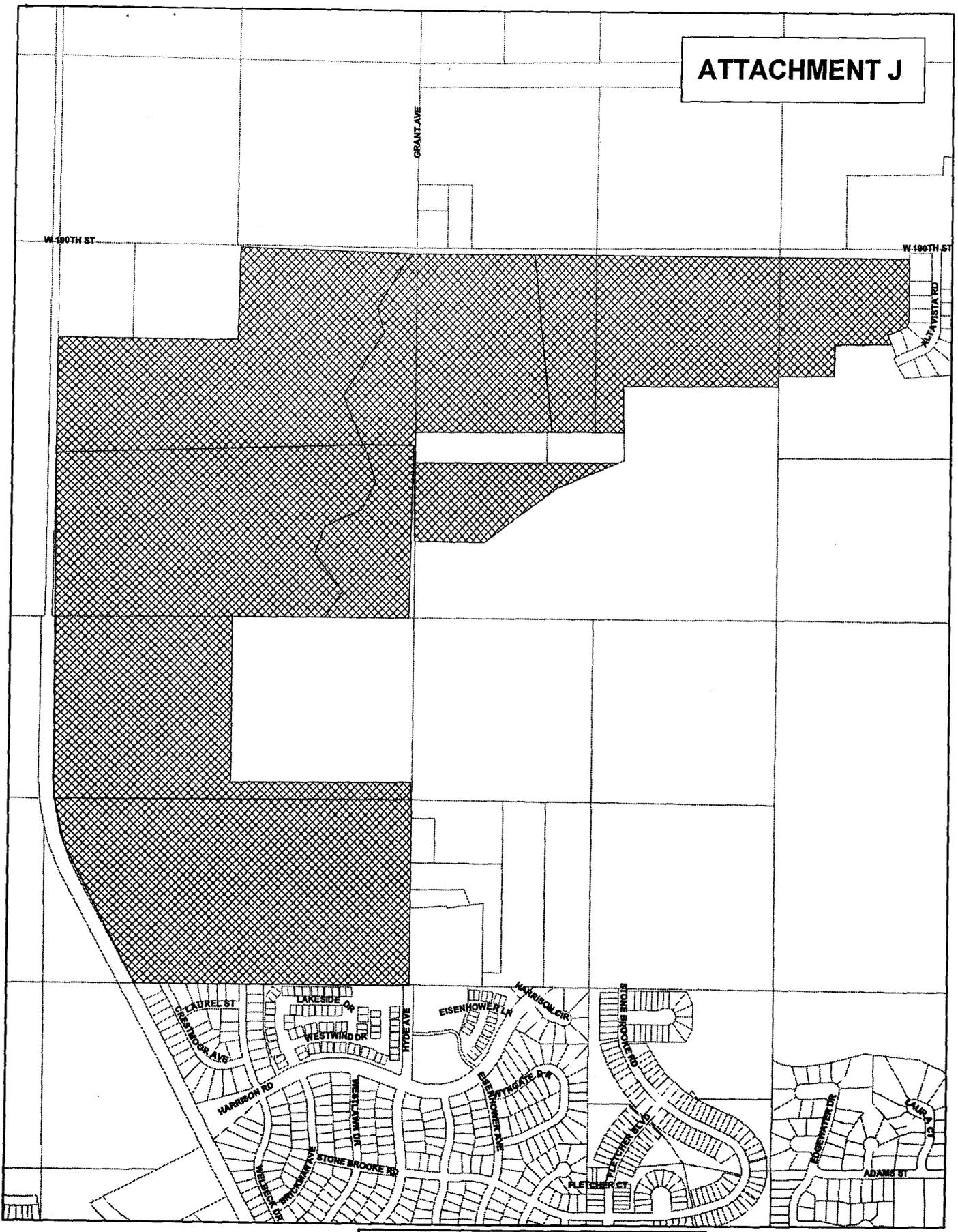


1 inch = 1,039 feet
520 260 0 520 Feet

— Sanitary Sewer Main  Potential Sanitary Connection District



ATTACHMENT J

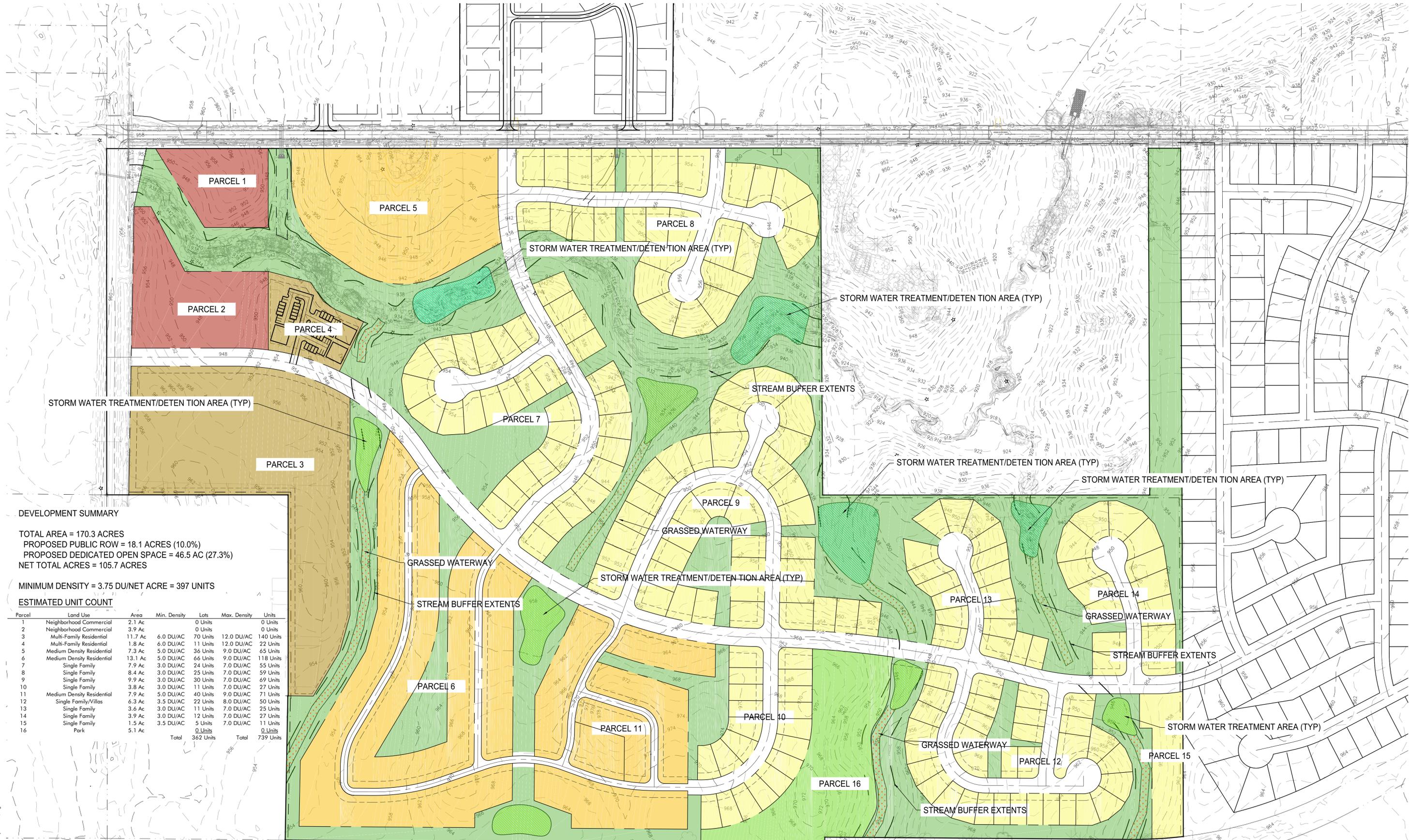


3.28.16

1. Section II.D - Section II.D- States the land is to be rezoned as suburban residential low density (FS-RL). We are requesting rezoning of the site with a Master Plan for FS-RL, FS-RM, and for convenience commercial zoning. We request to remove from the agreement the development plan that is shown as Exhibit D and replaced with the attached master plan dated March 2016.
2. Section V.B.6.a - This section requires that a pro-rata share of the water cost be paid each time a parcel is platted. In addition its states the total connection fee for the water costs on Grant Avenue are to be paid in full 10 years after the date of the original agreement. Therefore 100% of Rose Prairie's portion of the water main on Grant is to be paid in full by July 10, 2020 (only 5 years from now). We are requesting the 10 year timeline start on a date that is mutually agreed upon by the city and the developer.
3. Section V.C.6 - It is our understanding that an 8" Sanitary Sewer was extended to the site for our use. We agree to extend an 8" Sanitary Sewer to the plat boundary of each plat as the project progresses.
4. Section V.E.2 - States the Developer shall install a "shared use path" adjacent to the railroad tracks within two years of the initial final plat. We understand this shared use path is to be constructed along Grant Avenue instead of adjacent to the Railroad Tracks.
5. Section V.H.2 - Requires sprinkler systems be installed in residential buildings. We request this section be entirely deleted similar to the Hunziker and Freidrich's property to the south and east of Rose Prairie.

Additional requests not in the original pre-annexation agreement:

6. The City is requesting, and the Developer is willing, to sell up to five (5) acres of land to the City for a public park. The park will be located approximately as shown on the revised concept and have access off a road. We are proposing to sell the land for \$30,000 per acre to the City, plus the per acre cost charged to the Rose Prairie land for all off-site streets, water, sewer, electric, etc., plus the cost of extending roads and/or utilities adjacent to the park property. These costs will be determined and paid for by the City at the time the developer constructs the adjacent infrastructure to serve the park land.
7. As the Rose Prairie developer, we may plat outlots as part of the overall master plan and these outlots may be sold to other developers. Therefore we are requesting to assign the terms of the amended agreement to other potential developers and therefore the connection fees for utilities and/or any street assessments imposed on Rose Prairie, will be transferred to the buyer of these outlots and the obligation to make whatever infrastructure payments, connection fees, etc. required by these outlots, will be an obligation of the buyer(s) of the outlots at the time of their platting, consistent with the terms of the amended development agreement.



DEVELOPMENT SUMMARY

TOTAL AREA = 170.3 ACRES
 PROPOSED PUBLIC ROW = 18.1 ACRES (10.0%)
 PROPOSED DEDICATED OPEN SPACE = 46.5 AC (27.3%)
 NET TOTAL ACRES = 105.7 ACRES

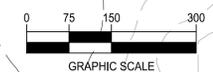
MINIMUM DENSITY = 3.75 DU/NET ACRE = 397 UNITS

ESTIMATED UNIT COUNT

Parcel	Land Use	Area	Min. Density	Lots	Max. Density	Units
1	Neighborhood Commercial	2.1 Ac		0 Units		0 Units
2	Neighborhood Commercial	3.9 Ac		0 Units		0 Units
3	Multi-Family Residential	11.7 Ac	6.0 DU/AC	70 Units	12.0 DU/AC	140 Units
4	Multi-Family Residential	1.8 Ac	6.0 DU/AC	11 Units	12.0 DU/AC	22 Units
5	Medium Density Residential	7.3 Ac	5.0 DU/AC	36 Units	9.0 DU/AC	65 Units
6	Medium Density Residential	13.1 Ac	5.0 DU/AC	66 Units	9.0 DU/AC	118 Units
7	Single Family	7.9 Ac	3.0 DU/AC	24 Units	7.0 DU/AC	55 Units
8	Single Family	8.4 Ac	3.0 DU/AC	25 Units	7.0 DU/AC	59 Units
9	Single Family	9.9 Ac	3.0 DU/AC	30 Units	7.0 DU/AC	69 Units
10	Single Family	3.8 Ac	3.0 DU/AC	11 Units	7.0 DU/AC	27 Units
11	Medium Density Residential	7.9 Ac	5.0 DU/AC	40 Units	9.0 DU/AC	71 Units
12	Single Family/Villas	6.3 Ac	3.5 DU/AC	22 Units	8.0 DU/AC	50 Units
13	Single Family	3.6 Ac	3.0 DU/AC	11 Units	7.0 DU/AC	25 Units
14	Single Family	3.9 Ac	3.0 DU/AC	12 Units	7.0 DU/AC	27 Units
15	Single Family	1.5 Ac	3.5 DU/AC	5 Units	7.0 DU/AC	11 Units
16	Park	5.1 Ac		0 Units		0 Units
	Total			362 Units		739 Units

ROSE PRAIRE - REVISED DEVELOPMENT CONCEPT

2016.02.24



NICAD Project: AVE 221007.Dwg/Concept/Rose Prairie 2016 Concept 1-CL352.dwg 3/1/2016 1:42 PM

Staff Report

LANDSCAPE ORDINANCE TEXT AMENDMENT UPDATE

April 12, 2016

BACKGROUND:

The City Council first referred a review of the City’s landscape ordinance in the fall of 2011. Council directed staff to work with a stakeholder group to discuss the options to enhance the quality, aesthetics, and vitality of landscaping that was provided at the time of development. Background materials are available on the Planning Division website under ‘What’s New’ at <http://www.cityofames.org/planning>.

In 2015 the City Council prioritized staff time to work on the ordinance update and to consider issues of sustainability in conjunction with parking along with the previously identified landscaping issues. Based on this combined of direction, staff has defined the goals of the landscape ordinance update as “creating more visually distinctive landscaping with visual accents of interest in color and texture that also promote a sustainable environment.”

The City’s landscape zoning standards are principally found in Section 29.403 of the Municipal Code. In a broad sense, the City requires that a site provide for open space and landscape areas within the standards of most base zoning districts. However, the City’s defined landscaping requirements are essentially based upon three concepts – screening of parking lots, internal parking lot landscaping, and front yard or foundation plantings for apartment buildings.

The basic landscape requirements were written as part of the 2000 city-wide Zoning Ordinance rewrite. **The standards are essentially prescriptive in calculating the number of required trees and shrubs and specifying their spacing with little to no latitude in how they are implemented.** There have been a limited number of targeted updates to the standards for specific uses, such as auto dealers, and for gateway areas such as the Southeast and Southwest that identified specific requirements for themed native plantings, options for plantings, and to promote treatment of storm water with landscape based systems.

In preparation for this update, staff initially reviewed and compiled landscape ordinance standards from various cities around Iowa and the Midwest in an effort to understand how they compared with Ames. From staff’s research it appears the City’s standards are not onerous and are more of a basic middle-of-the-road approach to landscape requirements. Although the current standards do not appear to be onerous, **it is clear from working with developers and property owners, as wells as with City staff members, that no one is satisfied with how the City standards are currently implemented.**

Staff hired the landscape architecture and planning firm of Confluence to assist staff in research of options, to provide experience from other jurisdictions and development projects, and to help facilitate a dialogue on landscape requirements with the local stakeholders group.

Two workshops have been held by the Planning & Housing Department in conjunction with Confluence. The first stakeholder meeting was on January 28th with an open invitation to known interested parties, including local developers, designers, engineers, ISU faculty, property managers, and City staff to discuss all concerns or issues related to our current landscape standards and for a presentation on the basic elements of landscape architecture. **Approximately 30 persons attended this first meeting, and the full list of categorized comments is attached to this report.** There were a number of complaints about the monotony of planting requirements, the need for parking lot screening, concerns about maintenance and ensuring that storm water treatment is incorporated, and a desire for opportunities to be more creative, to summarize a few of the comments. A full list of comments is posted in the background information [online](#).

Based on the feedback received at the January 28 workshop, staff put together a memo for feedback on four main concepts of a new ordinance and some specific ideas for new standards. Staff provided an outline of the issues to local developers and stakeholders and held a second workshop on March 30th. The consensus among the stakeholder group after the second workshop remained that changes to our ordinance are likely beneficial to all stakeholders.

LANDSCAPE ORDINANCE FRAMEWORK:

Staff believes now is the appropriate time to update the City Council and seek direction on the intent and framework of a new ordinance before drafting a specific ordinance. Staff needs direction on three issues to formulate a draft ordinance. The first issue is the approach in how to design landscaping, the second is to review sustainability priorities, and the third issue is to consider changes to the site inspection process.

Issue 1 – ‘Flexibility’ vs. ‘Predictability’

A main point of discussion is ‘Flexibility’ versus ‘Predictability’ in terms of how the new ordinance is to be formatted. Staff identified four separate approaches with differing levels of flexibility. Those included the following:

A. Complete Discretionary Review Process

This would be a new process that allows greater flexibility through discretionary staff approval of the landscape layout and types of plantings. This would be a wide open approach that would largely look at landscape designs on a site-by-site basis, but allow complete flexibility for the Planning Director to approve a landscape design that meets defined basic design principles.

From staff's review of comparable ordinances this is an uncommon approach, but it does occur and would not be difficult to write as an ordinance.

B. 'Points' Based Site Development Approach.

Under this approach, a project would be required to achieve a predefined minimum level of points, but would be able to choose how landscaping is configured based upon the pre-established values for different attributes. This approach would allow for some flexibility in what to prioritize on each site based on its attributes and the interests of the developer. For example, use of bio-retention cells would earn more points than planting of shrubs, use of larger trees would earn higher points than smaller trees, conditioning soil would earn points in lieu of planting as many shrubs, etc.

This would be a unique approach to Ames; and neither staff nor Confluence has identified a zoning ordinance that takes this approach. Such an ordinance would likely be modeled after green building or sustainable scorecard systems that are used for projects seeking recognition of exceptional accomplishments. The process to develop the scoring and weighting would involve a moderate to significant amount of staff time with the stakeholders, the Planning and Zoning Commission, and the City Council to develop an ordinance.

C. Balance of Prescriptive Standards and Discretion.

This format would provide for key base level prescriptive standards in terms of number, expected ratios and coverage requirements, and planting sizes, but would allow for some Planning Director discretion based on location, specific plant layout design, and individual needs of the site. This would be more flexible than current landscape standards with the intent to promote higher quality design and interest, while providing some flexibility to deal with site specific issues.

From staff's review of ordinances, this is a somewhat common approach that could either include incentives or outright options to vary from standards. Staff believes it would take a moderate amount of time to formulate a draft ordinance and review it with the stakeholders.

D. Prescriptive Ordinance Modifying Current Standards.

This format would keep a largely prescriptive style ordinance with very little discretion. This would be the same process that applies to site development plans now, but would provide for updated standards that address some concerns expressed by stakeholders.

This type of ordinance is the most common. It would take a minimal amount of time to draft an ordinance as there would be a narrow set of issues modified under this approach.

Generally, feedback from developers has been a desire for more flexibility due to the belief that practical issues have not been accommodated by the current standards and

that the freedom to be creative is also restricted by the current requirements. During the discussions there were concerns expressed about ultimately how decisions are arrived at in a truly discretionary process, what time commitments would be involved in site plan review with flexible standards, and whether staff was willing to support a flexible ordinance. Alternatively, prescriptive standards are easier to implement and offer more predictability that would not increase time in the development review process.

The overall tenor of the discussion appears to reflect the belief that a combination approach of having prescriptive standards helps to provide a guide and overall framework to draw from when designing a landscape layout that provides flexibility when coupled with the ability to make exceptions or seek new alternatives via discretionary review. This would mean exploring Option B or Option C to define the range of flexibility. **What would be critical in an option that is based upon flexibility is that it is not a one-sided process used to diminish landscape value, but instead is a tool that promotes higher quality and interesting landscaping than has been accomplished under our existing prescription requirements.**

Staff generally is supportive of any of the options, with some hesitancy on implications to staff time for administration of completely discretionary process. One idea was to create a fully voluntary and discretionary alternative process for those that were interested, and to allow others to default to prescriptive standards. Once Council indicates their preference in the range of flexibility to be afforded during the review, staff can begin to define the specifics of an ordinance.

Issue 2 – Sustainability and Design:

The next issue and one of the primary directives included in the revision of the landscape ordinance is for a crossover between high quality landscaping while promoting environmental benefits. This would allow a developer to incorporate their storm water management plan more comprehensively into the landscape plan and work toward creating a more environmentally friendly site for a variety of issues. Currently the landscape standards do not prohibit storm water features, but depending on the design they may not count as meeting screening and parking lot landscape requirements.

Sustainability is a broad concept for site design that can take on many forms from water quality, to energy efficiency, to human health. In consultation with our consultant, Confluence, and review of United States Green Building Council (USGBC) and the American Society for Landscape Architects (ASLA) references, staff has derived a list of issues that could be incorporated into an ordinance to varying degrees. These include the following:

- **Incorporating existing vegetation**

The inclusion of existing vegetation promotes environmental preservation and retention of native species, thereby assisting in preservation of existing habitat and helping to ensure an initial presence of mature vegetation.

- **Encouraging the planting of significant trees that can mature to a large status**
 The planting of significant trees helps promote larger over-story growth which assists in mitigating heat island effects as well as providing shading and promoting a favorable aesthetic appeal by allowing for a more dense tree canopy.
- **Plant diversity**
 Diversity in plant species promotes a varied landscape with benefits to the local ecosystem, resistance to disease and pests, visual interest, as well as providing various types of storm water benefits and soil stabilization.
- **Storm water design**
 Coordinate landscape requirements and storm water design to offer the potential for innovative ways to do site development by treating and managing storm water on the surface of a site rather than underground or in detention facilities. These measures can also create visual interest on a site and meet screening and buffering requirements in some circumstances with strategic planting of native grasses and trees.
- **Shading or ‘heat island’ mitigation/windbreak**
 The ability to absorb heat over building areas assists with the reduction of energy that a structure requires in the warm months to maintain a comfortable temperature. Additionally, shielding parking areas and buildings from excessive heat via shading helps reduce the ‘heat island effect’ which is a main contributor toward warmer urban temperatures as opposed to rural areas. Alternatively planting of windbreaks can over time shield buildings in the wintertime and reduce heating costs.
- **Air quality**
 Adequate vegetation such as plants and most often trees are beneficial to a higher air quality given the nature of oxygen production from trees and significant vegetation.
- **Soil depth and quality**
 Vegetative health and sturdiness is a direct result of soil quality and relative amount of organics within soil. Without organics, it is just dirt. The same plant or tree in poor quality soil as opposed to high quality soil can vary significantly in its ability to thrive, grow optimally and in some cases survive its expected lifespan. Additionally, healthy soils absorb moisture more effectively and help reduce the effects of storm water runoff.
- **Garden and local food options**
 Sustainability encompasses not only passive environmental treatment but also includes various aspects of food production. The growth of local, fresh produce assist in an environmentally sustainable and economical option. Community

gardens are an example of this type. Such gardens provide an economical local food option and help to promote direct environmental and human health.

- **Recreational spaces and open areas**

Human activity and social gathering areas help enhance physical and emotional health. Landscaping could potentially encompass the creation of social gathering spots for interaction and activity on a site development. This is most likely an issue related to residential development.

- **Reduced impervious surfaces**

Impervious surfaces contribute to increased runoff and water discharge thereby allowing less to be absorbed down into groundwater sources. Increasing pervious areas of greenspace reverses that effect and promotes healthier vegetation and less runoff. Seek to reduce or avoid the construction of impervious parking lots and building roofs area that are excessive.

Staff recommends that all of these issues be integrated into the new standards. **The question is to what degree or if there are priorities that should be incorporated in the mandatory or essential provisions in an ordinance.** Depending on the options and degree of requirements, the stakeholder group was willing to consider these provisions. Most felt that use of storm water features in lieu of other landscape requirements would be the most beneficial option. Some jurisdictions provide regulatory incentives to incorporate sustainability features for the more significant or costly alternatives as opposed to mandating compliance; however, staff has not at this time identified obvious regulatory trade-offs for these issues that would be viewed as an incentive and still meet community expectations for site design.

Issue 3 – Site inspection and maintenance

The City's Municipal Code (Sections 29.1500 et al and 29.1600) ties building occupancy to completion of the required site plan improvements, including the planting of landscaping. Once landscaping has been planted, a property owner is required to maintain the landscaping subject to a municipal citation for non-compliance. Although occupancy is tied to site completion, there are often requests for temporary occupancy while landscaping is finished along with other improvements. Landscaping can be financially secured and deferred due to weather at the approval of the Planning Director. **The overall deferral process and temporary occupancy practice can become time consuming for site inspections to verify completion. Additionally, once occupancy is granted it can be difficult to get a property owner to follow through on completing a project.** Furthermore, the temporary occupancy permits are an administrative complication for the Inspection Division, including compliance with the Rental Housing Code for Letters of Compliance.

Staff would like to consider alternatives for site inspection requirements as part of the landscape ordinance update in an effort to ease staff's administrative burden. There are two basic concepts that staff would like to investigate as alternatives to the current system.

The first idea would be to allow the property owner to submit written confirmation verifying that landscaping has been completed or will be complete within 30 days with an allowance for seasonality. Upon receipt of the letter, the Inspection Division would be able to grant building occupancy. Staff would complete an inspection after receipt of the letter. Non-compliance to the landscape plan would then trigger a citation of a municipal code infraction with a corrective order to complete their requirements. This approach would not entangle building occupancy with compliance to landscaping improvements, which would assist the Inspection Division in their permit tracking. To a small degree, it would increase property owner responsibility for compliance.

The second idea is to adjust the financial incentive for completing landscaping based upon creating a site inspection fee and an increase in the financial security amount to 150% of the estimated cost. Under this approach it would be similar to the current system, but due to higher costs for not completing the work it may motivate property owners to come into compliance quicker.

NEXT STEPS:

Updating the ordinance has been a long time interest of the community and it is clear that we can improve both the quality and aesthetics of landscaping while supporting sustainability with an ordinance update. With City Council's direction on the three issues above, staff will draft an ordinance with specific standards to review with the stakeholder group and then proceed to a public hearing process. With the interest and momentum we have on completing this task, staff believes that we can resolve the landscaping standards and reach consensus on most issues rather quickly and have an ordinance available to the Planning and Zoning Commission and for the City Council within the next two months.

COUNCIL ACTION FORM

SUBJECT: LOW HEAD DAM SAFETY COST SHARE GRANT

BACKGROUND:

In 1984, the City constructed a low-head dam in North River Valley Park. The sole function of this dam was to create a pool of water in the primary recharge location for the City's downtown well field during drought conditions.

The process for proposed modifications to this dam began in March, 2008 when the City Council received a letter from a representative of the Skunk River Paddlers outlining the inherent dangers of low-head dams. In 2009, City staff secured \$75,000 in funding from the Iowa Department of Natural Resources (DNR) to improve safety at the dam. At the time, City staff did not have a complete design concept that met all the necessary requirements, and the City did not formally enter into the grant agreement with the Iowa DNR in 2009. However, the City did formally accept the grant in May 2015 once an acceptable design concept had been developed.

Over the past six years, City staff continued to work with the DNR to try and resolve some of the outstanding design issues to move the project forward. Some of these issues included finding an engineer to sign and seal the planned modifications, and meeting the "no rise" requirement for work taking place in the flood way. In 2008 when the project started, the City was one of the first in the state to consider a modification of this nature; most of the similar modifications that had been done were out of state. City staff does not have the requisite expertise and was uncomfortable signing the engineering certification for the design.

Since 2008, several low head dam modification projects have taken place in Iowa, including Manchester, Elkader, Story City, Boone, and Charles City; and there are now engineering firms that will do this type of work. DNR worked to develop some alternatives so the "certificate of no rise" can be issued. An acceptable alternative has been identified that would remove a portion of the south wing wall of the dam and cut back the south bank of the river. This will still allow the dam to serve its primary function, and the modification has been agreed upon by City staff.

The design has undergone several changes since 2008 which improved safety, but also increased the cost of the project. The original concept was to place a small number of large boulders on the downstream apron of the dam, mitigating the deadly recirculation effect that low head dams can create. **The revised concept is now a rock arch rapids design that has been successful in other locations. This design will withstand high water events better, and also functions as a "fish ladder," allowing fish and other aquatic life to migrate upstream past the dam.**

In the fall of 2014, during discussions for meeting the “certificate of no rise” criteria, DNR staff suggested the City consider adding some additional recreational opportunities to the new design. The additional features proposed would help improve bank access, increase shoreline fishing access, and provide a possible whitewater feature to the last weir of the rock arch rapids. City staff met internally to discuss the options, and then approached the Parks and Recreation Commission to ask for additional input and funding for these types of features. Several members of the community representing various stakeholder groups attended the meeting and voiced their support of the project and the additional recreational features. The Commission was also in favor, and supported inclusion of additional funds in the FY 15/16 Capital Improvements Plan which was subsequently approved by City Council.

In December 2015, staff submitted another funding request to the DNR to cover an additional \$85,000. This amount would cover the engineering fees needed to design the project and cover the additional funding gap for the project. Staff had originally hoped design would be handled by the DNR; however, a significant backlog of existing projects was going to delay this project at least 12 months or more. At the recommendation of the DNR, staff submitted the request for the additional funds to help move the design forward in a timely manner. Staff was notified on March 11 that the additional funding request was approved. **The grant agreement with DNR is now ready for Council approval and acceptance.**

Current funding for the project is as follows:

Water Utility Fund - FY 13/14 CIP	\$75,000
Low Head Dam Safety Grant (2009)	\$75,000
Low Head Dam Safety Grant (2016)	\$85,000
In-Kind Donations	
Manatts of Ames (asphalt restoration)	\$ 8,000
Martin Marietta (rock donation)	\$32,000
Parks System Improvements - FY 15/16 CIP	
Add Recreation Features	\$40,000
Total	\$315,000

A preliminary estimate of the proposed cost for the project is as follows:

Construction (2012 Estimate)	\$183,000
Additional Recreation Features	\$ 35,000
Additional Concrete Wall Work	\$ 15,000
Engineering (dam + recreation features)	\$ 55,000
Contingency	\$ 10,000
Total	\$298,000

The current proposed timeline for the project is as follows:

April 2016	Approve IDNR Grant Agreement
April/May 2016	Engineering Consultant Selection
Summer 2016	Public Input Meeting
Fall/Winter 2016	Finalize Design/Obtain permits
Spring/Summer 2017	Bidding and Construction

This project continues to be of high interest by several groups, including the Skunk River Paddlers, Hawkeye Fly Fishing Association (HFFA), Story County Conservation, Prairie Rivers of Iowa, Linda Manatt & Family, and other groups and interested citizens. City staff has continued to inform and engage in discussion with those interested in the project. Now that the project is slated to move forward, staff intends to host another public open house once a design consultant is on board. Staff then will meet with interested stakeholders at intervals in the design process to gather feedback on the design. Staff will also continue to meet with Parks and Recreation staff and the Commission to go over the impacts to North River Valley Park. These interested stakeholders have continued to express a desire to complete this project.

The driving concerns for the project continue to be recreation, fish passage, water quality, and most importantly improving safety. This project has the potential to create a unique and safe opportunity for the Ames community to enjoy the river.

ALTERNATIVES:

1. Enter into the Iowa DNR Low Head Dam Safety Grant agreement in the amount of \$85,000.
2. Do not approve the agreement at this time and direct staff to find alternative funding sources.

MANAGER'S RECOMMENDED ACTION:

As a result of the inherent danger of the City's low head dam in North River Valley Park, staff has continued to pursue a modification to the dam that will significantly reduce the downstream recirculation effect. Staff has reviewed and agreed upon a preliminary design concept that will both improve safety and provide improved fish passage, fishing access, and recreational opportunities for the Ames community, all while maintaining the integrity and intended purpose of the dam. Although the City has never promoted recreation at the dam, staff understands the attraction and potential danger of activities which are undertaken by both experienced recreational enthusiasts and by those experiencing the river for the first time.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above. Staff will continue to engage with vested stakeholders as the project moves into the design phase.

COUNCIL ACTION FORM

SUBJECT: POLICE UTILITY PATROL VEHICLES REPLACEMENT

BACKGROUND:

As discussed with City Council on February 23rd, two Police patrol sedans are being replaced with utility vehicles upfitted with anti-idling technology as a pilot study on the benefits of using these vehicles. Since patrol vehicles last an average of two years, there is a need for these two vehicles to be ordered at this time.

An invitation to bid was advertised from March 17 to March 29. One responsive bid was received as follows:

Bidder	Description	Unit Price	Total
Stiver's Ford Lincoln	Ford Police Interceptor Utility	\$26,788	\$53,576

Unfortunately, a bid submittal from Ames Ford Lincoln arrived after the bid deadline. Therefore, it was not considered for award. A representative from Ames Ford Lincoln subsequently contacted City staff and requested that all bids be rejected in order to allow Ames Ford Lincoln an opportunity to participate in a rebid. The City Council should note that, in situations where at least one responsive, responsible bid is received and the project remains within the anticipated budget, rejecting all bids and rebidding is a rare occurrence.

The low bid for the two Ford Interceptor Utilities was from Stiver's Ford Lincoln of Waukee, Iowa in the amount of \$53,576. Funding is available from the patrol vehicle replacement fund, which currently totals \$346,179.

ALTERNATIVES:

1. Approve and award this contract to Stiver's Ford Lincoln of Waukee, Iowa, for two Ford Interceptor Utilities at a cost of \$53,576.
2. Reject the bid and direct staff to re-bid these vehicles.

MANAGER'S RECOMMENDED ACTION:

The Ford Interceptor utility vehicles from Stiver's Ford Lincoln meet the City's requirements as specified. Although it is unfortunate that the Ames Ford Lincoln bid arrived late, it is City staff's belief that the bidding process for this bid opportunity

functioned properly. Rejecting the bid from Stiver's Ford, which met the specifications and deadline established by the City, could discourage Stiver's or other bidders from participating in future invitations to bid.

A letter from a representative of Ames Ford Lincoln related to this agenda item is attached. It should be noted that Ames Ford Lincoln previously asked Council to consider a local preference provision in the City's Purchasing Policies and Procedures. Council then directed staff to prepare a policy change to that end. That item is included elsewhere on this Council meeting agenda.

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



Fwd: City of Ames 2016-167 Interceptor Utility bid

Gloria J Betcher, Peter Orazem,

Casey Johnson to: bronwynforames, GartinForAmes,
nelson.ames, amber.corrieri

04/08/2016 02:36 PM

Sent by: **caseyjohnsonford@gmail.com**

Cc: Nick Johnson, bphillips, bkindred

Good Afternoon Gloria, Peter, Bronwyn, Tim, Chris and Amber.....

I'm asking for your consideration to pull "consent agenda" item #27 City of Ames bid for 2 Explorers awarded to Stivers Ford, Waukee for this Tuesdays city council meeting. I apologize for the email as I will be out of town at a Ford dealer meeting and will not be able to attend Tuesday. We submitted our electronic bids (email) on Tuesday March 29th to the attention of Mike Adair and following up with Mike he informed my Fleet Manager the bids never came through until Wednesday the 30th. We confirmed they were sent and discovered an issue with our internet service. We take great pride as a local business to aggressively bid all city vehicles and have never missed a bid deadline and felt the bid was electronically submitted within the time frame needed. After speaking with both assistant city managers (City manager Steve Schainker was out of town) I felt this was the best option to express our concern at Ames Ford.

You can see on the bottom of our bid sheets they are date stamped from our system 3/29/16.

ALSO, THE CITY LISTED THE INCORRECT CODE FOR THE POWERTRAIN ON THE BID AS (99K)....99R is the correct engine code which we noted on our bid. The bid request for a 99K engine is NOT available. BID # 2016-167

Ames Ford Explorer bid is attached at a price of \$52,918.00 for (2) units and would greatly appreciate the council to revisit this bid request. Thank you for your time.... best regards, Casey Johnson

----- Forwarded message -----

From: **Bob Berry** <amesfordfleet@gmail.com>

Date: Fri, Apr 8, 2016 at 11:41 AM

Subject: City of Ames 2016-167 Interceptor Utility bid

To: casey@amesford.com

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Casey Johnson | Dealer

Ames Ford Lincoln

www.amesford.com

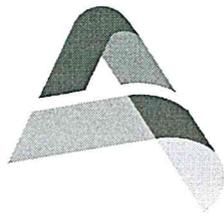
Fort Dodge Ford Lincoln Toyota

www.fdford.com

Nevada Automotive



doc00304820160408104954.pdf



CITY OF
Ames[™]

NOTICE OF REQUEST FOR BID FLEET ACQUISITION PROGRAM

March 17, 2016

BID # 2016-167

FORD POLICE INTERCEPTOR UTILITY (AWD)

All bids will be received until 5:00 p.m. local time on March 29, 2016

All bids shall be submitted to the City of Ames, Purchasing Division, 515 Clark Avenue, Ames, Iowa, 50010 on or before the time above. Bids shall be made on the Bid Form furnished by the City of Ames. Bids may be mailed, e-mailed to madair@city.ames.ia.us or faxed to 515-239-5325.

The City of Ames reserves the right to reject any or all bids, to waive informalities, and to make such awards as it shall deem to be in the best interest of the City.

CONTACT PERSONS

For questions concerning vehicle/equipment specifications, please contact:

Fleet Services Department: Corey Mellies, Director
Phone: 515-239-5521
E-mail: cmellies@city.ames.ia.us

For questions concerning the bid procedures, please contact:

Purchasing Division: Mike Adair, Procurement Specialist II
Phone: 515-239-5128
E-mail: madair@city.ames.ia.us

**NOTICE OF REQUEST FOR BID
FLEET ACQUISITION PROGRAM
FLEET SERVICES DEPARTMENT
CITY OF AMES, IOWA**

Notice is hereby given that **bids will be received until 5:00 p.m. CDT on March 29, 2016**, at the Purchasing office, in the City Hall, 515 Clark Avenue, Ames, Iowa. Once bids have been thoroughly evaluated, the winning bid will be presented to the approving authority for action thereon. This bid is for the purchase of two (2) Ford Police Interceptor Utility (AWD).

All vehicles/equipment shall be in accordance with the specifications now on file in the Purchasing office, Ames, Iowa; which, by this reference are made a part hereof, as though fully set out and incorporated herein.

All bids shall be submitted to the City of Ames, Purchasing Office, 515 Clark Avenue, Ames, Iowa, on or before the time herein set for receiving bids. Bids shall be made on the Bid and Award Forms furnished by the City of Ames.

No bidder may withdraw their bid for at least sixty days after the scheduled closing time for receiving bids.

The release of information by the City to the public is subject to Iowa Code Chapter 22 and other applicable provisions of the law relating to the release of records in the possession of the City. Bidders are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. All information submitted by a vendor may be treated as public information by the City unless the bidder properly requests that information be treated as confidential and cites to applicable confidentiality provisions of Chapter 22 at the time of submitting the proposal. In the event the bidder marks each page of the proposal as proprietary or confidential without adhering to the requirements of the Section, the City may reject the proposal as noncompliant.

The specifications and terms of contract are now on file in the Purchasing office. Reference is made for more detailed and complete description of the equipment and/or materials to be furnished. The City of Ames Purchasing Division is the only authorized source of proposal forms. Proposal forms obtained from any other source may have an incomplete set of documents. Bidders using a proposal form not obtained from the City of Ames Purchasing Division are advised to contact the City of Ames Purchasing Division to provide a contact name, mailing address and phone number to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Ames is prohibited.

Payment for said purchase will be made from City of Ames funds.

The City Council does hereby reserve the right to reject any or all bids, to waive informalities, and to make such awards, as it shall deem to be in the best interest of the City.

**Department of Fleet Services
Fleet Acquisition Program
City of Ames, Iowa**

A request for quotation is being solicited for the purchase of vehicles for law enforcement services provided by the City. Minimum specifications for each unit have been developed to meet the job requirements and adopted service levels. Individual unit minimum specifications are provided on the attached pages.

All units shall be a current model under standard production by the manufacturer. All units are to be furnished complete with standard equipment and accessories as listed in manufacturers printed literature, plus the additional items specified. All equipment and options must be factory installed where possible.

- **All items installed by the dealer or subcontractor must be noted by the bidder.**
- **Subcontractors and their scope of work shall be disclosed in the bid documents.**

The City reserves the right to reject any bid due to unclear proposals and to award bids in the best interest of the City.

Each bidder shall complete every space in the BIDDER'S PROPOSAL column and **indicate exactly the item being proposed** to meet the minimum specified item. An **X**, **check mark**, or **yes** will indicate the item specified is being provided. Bidders taking exception to any items shall clearly state what the exception is and why.

The following units are included in this request for quotation:

QTY	SPEC #	DESCRIPTION	DEPT	NEW ID #	OLD ID #
2	VA08 - XXX	Ford Police Interceptor Utility (AWD)	25		

**CITY OF AMES, IOWA
INSTRUCTIONS TO BIDDERS**

I. DEFINITIONS

Words or phrases used in these contract documents shall have meanings as follows:

“Contract Documents” shall include the Instructions to Bidders, Specifications, Bid Form, all Addenda, and any plans, drawings, or other data that may be furnished to clarify the requirements.

“City” or “Purchaser” shall mean the City of Ames, Iowa.

“Contractor” shall mean the corporation, company, partnership, firm, or individual who has entered into this contract to furnish the materials covered thereby and its, his, her, or their duly authorized agents and other legal representatives.

“Materials” shall mean all commodities, supplies, equipment, and other tangible item that may be purchased under these contract documents.

II. SUBMISSION OF BIDS

Bids shall be submitted on the bid form included with these contract documents with all prices and requested data properly filled in.

Bids may be mailed, e-mailed to madair@city.ames.ia.us or faxed to 515-239-5325.

Bids may be withdrawn, altered, and/or resubmitted at any time before the time set for the opening of bids. They may not be withdrawn within sixty days thereafter.

By submitting a bid proposal the bidder agrees that the City may copy the bid proposal for purposes of facilitating the evaluation or to respond to request for public records. The bidder consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third parties. The City will have the right to use ideas or adaptations of ideas which are presented in the proposals. In the event the vendor copyrights its proposal, the City may reject the proposal as noncompliant.

Prior to award of contract, the successful bidder shall complete the City's Assurance of Compliance with the City's Affirmative Action Program and Employee Utilization Report.

III. BIDDERS RESPONSIBILITIES

The bidder is charged with the responsibility of satisfying themselves as to the character of the materials or equipment required under this contract and all other matters that can affect the terms or obligations incorporated herein before submitting a bid.

IV. SIGNATURES OF BIDDERS

Each bidder shall sign the bid, using their usual signature, and giving their full business address.

Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the designation of the person authorized to execute such documents.

The names of all persons signing should also be typed or printed below the signature.

When requested by the purchaser, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

V. TAXES

The Bid Form furnished with these bid documents will indicate whether Iowa Sales and Use Taxes are applicable to the purchase.

VI. RESERVATIONS

The purchaser reserves the right to reject any or all bids, to waive informalities, and to make such award as it shall deem to be in the best interest of the City.

The purchaser reserves the right to cancel any contract if it appears there is a failure at any time to perform adequately the stipulations of these contract documents, or in any case of any attempt to impose upon the purchaser materials or products which are believed to be of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the purchaser to damages for the breach of any covenants of the contract by the contractor.

The purchaser reserves the right to reject any bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials in this bid.

Should the contractor fail to furnish any item or items included in this contract, the purchaser reserves the right to withdraw such items from the operation of this contract without incurring further liabilities on the part of the purchaser thereby.

VII. INTERPRETATION

If any bidder is in doubt as to the intent or meaning of any part of this bid, he or she should contact the Purchasing Agent, City of Ames, Iowa, in time to receive a written reply before submitting a bid.

VIII. ERROR IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk, and he or she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders.

In case of error in extension of prices in the bid, the unit price shall govern.

IX. EXPERIENCE AND FINANCIAL STATEMENTS

Unless otherwise stated in these contract documents, prequalification statements are not required of bidders.

Bidders may be requested to submit financial and experience statements subsequent to the opening of bids together with such other information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

X. F.O.B. AND FREIGHT & TRANSPORTATION CHARGES

All bids shall specify F.O.B. Ames, Iowa.

Bid prices shall be inclusive of all freight and transportation costs.

GENERAL CONDITIONS

I. SCOPE, NATURE, AND INTENT OF THESE CONTRACT DOCUMENTS

These contract documents are intended to supplement, but not necessarily duplicate each other. Any requirement specified in one shall be binding just as if it had been set forth in both.

It is the intent of these contract documents to include all labor, components, and transportation necessary for the manufacture and delivery of the materials, and/or the performance of the services, as specified herein. Materials shall be complete with all accessories necessary for proper use.

II. ORAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this contract shall supersede all oral statements of any and every official or other representative of the purchaser, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

III. GOVERNING LAW

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

IV. INSPECTION, ACCEPTANCE, AND PAYMENT

All materials, equipment, and/or services furnished under this contract will be inspected by the receiving section to determine whether or not the materials received are in accordance with the terms of the contract.

Payment will be made from City of Ames funds when the receiving section reports all materials and/or services have been inspected and accepted.

V. GUARANTEE

The Contractor shall unconditionally guarantee the materials and workmanship on all materials and equipment furnished by him or her under this contract for a period of one year from the date of acceptance unless otherwise specified.

If within the guarantee period any defects or signs of deterioration are noted which in the opinion of the purchaser are caused by faulty design, installation, workmanship, or materials, the Contractor, upon ratification, shall repair or adjust the equipment or materials to correct the condition or he or she shall replace the unit to the complete satisfaction of the purchaser at no additional expense to the purchaser. Such repairs, adjustments, or replacements shall be made only at such times as will be designated by the purchaser.

VI. CHANGE IN SCOPE

The purchaser shall have the authority to change the scope of this contract up to 20% plus or minus. If any changes are made, the contract shall be adjusted accordingly, and the amount of increase or decrease, if any, in the contract price shall be determined by the unit prices submitted in the bid; if such prices are not submitted or are not applicable, then by mutual agreement between the Contractor and the purchaser.

VII. NON-APPROPRIATION CLAUSE

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

VIII. SPECIAL CONDITIONS - FLEET EQUIPMENT PURCHASES

All equipment shall be current model under standard production by the manufacturer.

All bids are to be submitted on City of Ames forms, completed by the bidder and accompanied by manufacturer's printed literature. Manufacturer's literature accompanying bids shall include complete specifications of unit offered.

The Contractor will provide set-up, operational, and maintenance instruction/assistance if so requested by the City.

Bids solicited for the purchase of vehicle bodies and related equipment are to be interpreted to be bid requests for the body specified, to include the body only, mounted on a motor vehicle furnished by the City. Said motor vehicle may or may not be included in the bid documents for bidding by licensed dealers only.

The Contractor for truck bodies and similar equipment and/or apparatuses shall have the care, custody, and control of any chassis furnished by the City while said chassis is in the Contractor's possession; the Contractor will be responsible for any loss or damage to same while under their control.

The successful bidder shall furnish the City with a Certificate of Insurance evidencing Garage Liability insurance and Garagekeepers Legal Liability ("Garagekeepers"), either as endorsements to the Commercial General Liability or as separate policies.

AWARD

The City of Ames, Iowa, by its Mayor and City Council, this ____ day of _____, _____,
accepts the above offer from _____ in the total amount of
\$_____.

Contract No. 2016-167
Fleet Acquisition Program

CITY OF AMES, IOWA

Steven L. Schainker, City Manager

Attest:

Diane R. Voss, City Clerk

I hereby certify that the above award was approved by the City Council of the City of Ames, Iowa,
on this ____ day of _____, _____.

Diane R. Voss, City Clerk

BID FORM

To the City of Ames, Iowa:

Pursuant to and in compliance with the advertisement for bids and the instructions to bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this bid is accepted, to furnish and deliver, F.O.B. Ames, Iowa, all labor, equipment, materials, and transportation as specified in the specifications forming a part of these contract documents and in accordance with addenda numbers __, __, & __ for the following prices.

QTY	DESCRIPTION	UNIT COST	TOTAL COST
2 EA	Ford Police Interceptor Utility (AWD) Spec # VA08-XXX	\$ 26459	\$ 52918

Make: FORD Model: K8A INTERCEPTOR
 Series: INTERCEPTOR UTILITY Delivery Time: 10WKS

The undersigned bidder certifies that this bid proposal is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid proposal and the Contract Documents prepared by the City of Ames, Iowa, the provisions of the latter shall prevail.

The prices quoted herein are exclusive of all taxes such as sales and use taxes. The City of Ames is exempt from the following taxes: State of Iowa Sales and Use Taxes by Certificate No. 85-499, and Manufacturer's Federal Excise Tax by Registration No. A-102678.

Company Name of Bidder AMES FORD
 Address of Bidder 123 AIRPORT RD
 City, State, & Zip Code AMES IA 50010
 Signature of Authorized Agent Robert Berry
 Printed Name and Title ROBERT BERRY
 Telephone Number 515-202-4530
 Fax Number _____
 E-mail Address AMES FORD FLEET @GMAIL.COM

Check appropriate box:

<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate Single-Member LLC	
<input type="checkbox"/> Limited Liability Company. Enter the tax classification (C=Corporation, S=S Corporation, P=Partnership) _____	
Note: For single-member LLC that is disregarded, do not check LLC. Check the appropriate box in the line above for the tax classification of the single-member owner.	
<input type="checkbox"/> Other _____	Taxpayer Identification Number (TIN) _____ - _____

Department of Fleet Services
City of Ames, Iowa

SPECIFICATIONS FOR
TWO (2) EACH: FORD POLICE INTERCEPTOR UTILITY (AWD)
SPEC. #VA08-XXX

Note: Some requested options have codes included, carried over from interceptor sedan specs. If these codes are incorrect, disregard the code provided and make a note of the correct code for future use.

Specifications:

Make: Ford
Model: Police Interceptor Utility
Series:
Powertrain: R - 3.7 L Ti-VCT V6 FFV (99^R)
Model Year: 2016
Exterior Color: Oxford White; YZ
Interior Color: Charcoal Black

Bidder's Proposal:

Make:
Model: K8A AWD
Series:
Engine: 99R 3.7 LITER
Model Year: 2016
Color YZ **Code** YZ
Color BLK

To Include the Following Options:

- | | |
|--|--|
| - 86P Pre-drilled holes for LED corner lights | <input checked="" type="checkbox"/> Yes ___ No |
| - 68G Rear Door Handles/Locks Inoperable | <input checked="" type="checkbox"/> Yes ___ No |
| - 60R Noise Suppression Bonds | <input checked="" type="checkbox"/> Yes ___ No |
| - 51R Spot Lamp – driver door only – LED Bulb | <input checked="" type="checkbox"/> Yes ___ No |
| - 59E Keyed alike – Fleet Key
(1435X to match our current 2013 Interceptor) | <input checked="" type="checkbox"/> Yes ___ No |
| - Code: (for future cars to have same code) | Code: <u>1435X</u> |
| - 61S Remappable switches with SYNC | <input checked="" type="checkbox"/> Yes ___ No |
| - 53M Ford SYNC | <input checked="" type="checkbox"/> Yes ___ No |
| - Voice Activated Communication System | <input checked="" type="checkbox"/> Yes ___ No |
| - Bluetooth | <input checked="" type="checkbox"/> Yes ___ No |
| - 52P Hidden Door Lock Plunger and
Door Handle Inoperable | <input checked="" type="checkbox"/> Yes ___ No |
| - 18W Rear Windows Power Disabled | <input checked="" type="checkbox"/> Yes ___ No |
| - 76R Reverse Sensing System | <input checked="" type="checkbox"/> Yes ___ No |
| - 43D Courtesy Lamp Disabled – when door opened (Dark Car) | <input checked="" type="checkbox"/> Yes ___ No |
| - 87R Rearview back-up camera (image in rearview mirror) | <input checked="" type="checkbox"/> Yes ___ No |
| - 86P Headlamp Housing | <input checked="" type="checkbox"/> Yes ___ No |
| - Push Bumpers W/O Lights, not installed, placed in unit | <input checked="" type="checkbox"/> Yes ___ No |
| - Front license plate bracket | <input checked="" type="checkbox"/> Yes ___ No |

APPLICABLE TO ALL BID ITEMS:

Minimum Specifications:

Bidder's Proposal:

Warranty: **Coverage:** 100% parts, labor, and shipping for all warranty items covered during the warranty period. Yes No _____

Period: Warranty period shall be a Standard OEM warranty. (Must state OEM warranty coverage and periods) Yes No _____

3yrs 36K BASIC 100K/5yr POWERTRAIN

Manuals: Please indicate if the manuals listed below are available and the cost per manual.
Do not include in base vehicle bid.

(1) Service Manual	Yes _____ No <input checked="" type="checkbox"/>	Cost <u>N/A</u>
(1) Shop Manual	Yes _____ No <input checked="" type="checkbox"/>	Cost _____
(1) Parts Manual	Yes _____ No <input checked="" type="checkbox"/>	Cost _____

Manuals may be combined to satisfy the above requirements.

Delivery: **FOB Destination:** City of Ames
 Fleet Services Department
 2207 Edison Street
 Ames, IA 50010

Delivery Times to Fleet Services: Monday through Friday
 Except Holidays
 7:30 a.m. to 3:00 p.m.

Inspection, Acceptance, & Payment:

Each item will be inspected to ensure all specifications have been satisfied. Inspection will be done upon receipt of each unit. Each item that satisfies the specifications will be accepted and released for payment per bid documents. Payment for each item will be made, from the vendors invoice only, within 10 working days of date of acceptance. All payments will be sent through the U.S. postal system to the company and address provided in the vendor's response.



Ames Ford Lincoln
123 Airport Road, Ames, Iowa, 50010
Office: 515-233-1913

2016 Utility Police Interceptor, Sport
Utility
AWD Base(K8A)

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Ames Ford Lincoln
 123 Airport Road, Ames, Iowa, 50010
 Office: 515-233-1913

2016 Utility Police Interceptor, Sport
 Utility
 AWD Base(K8A)

Selected Options

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$30,620.00
500A	Order Code 500A	N/C
99R	Engine: 3.7L V6 Ti-VCT FFV	Included
44C	Transmission: 6-Speed Automatic	Included
STDAX	3.65 Axle Ratio	Included
STDGV	GVWR: 6,300 lbs	Included
STDTR	Tires: P245/55R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable	Included
86P	Front Headlamp/Police Interceptor Housing Only	\$125.00
153	Front License Plate Bracket	N/C
43D	Dark Car Feature	\$20.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
87R	Rear View Camera	N/C
53M	SYNC Basic (Voice-Activated Communications System)	\$295.00
61S	4 Remappable Steering Wheel Switches w/SYNC	\$155.00
52P	Hidden Door-Lock Plunger/Rr-Door Handles Inoperable	\$160.00
18W	Windows - Rear-Window Power Delete	\$25.00
59E	Keyed Alike - 1435x	\$50.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
9W_01	Charcoal Black	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. | Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ames Ford Lincoln
123 Airport Road, Ames, Iowa, 50010
Office: 515-233-1913

2016 Utility Police Interceptor, Sport
Utility
AWD Base(K8A)

Selected Options (cont'd)

Code	Description	MSRP
YZ_02	Oxford White	N/C
Push	Push Bumper	\$345.00
SUBTOTAL		\$32,290.00
Destination Charge		\$895.00
TOTAL		\$33,185.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. | Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ames Ford Lincoln
 123 Airport Road, Ames, Iowa, 50010
 Office: 515-233-1913

2016 Utility Police Interceptor, Sport
 Utility
 AWD Base(K8A)

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Vehicle Price	\$30,620.00
Options & Colors	\$1,325.00
Upfitting	\$345.00
Destination Charge	\$895.00
Subtotal	\$33,185.00
<i>Pre-Tax Adjustments</i>	
Description	
Government Price Concession	-\$3,324.00
Discount	-\$3,402.00
Total	\$26,459.00

 Customer Signature

 Acceptance Date

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Ames Ford Lincoln
123 Airport Road, Ames, Iowa, 50010
Office: 515-233-1913

2016 Utility Police Interceptor, Sport Utility
AWD Base(K8A)

Major Equipment

(Based on selected options, shown at right)

3.7L V-6 DOHC w/SMPI 304hp
6 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth wireless streaming
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Axle to end of frame: 46.5"

Exterior:Oxford White
Interior:Charcoal Black

- * Brake assistance
- * P 245/55R18 BSW AS W-rated tires
- * Air conditioning
- * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control
- * LED brakelights
- * Dual power remote mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

Fuel Economy

City
16 mpg



Hwy
21 mpg

Selected Options

STANDARD VEHICLE PRICE	MSRP
Order Code 500A	\$30,620.00
Engine: 3.7L V6 TI-VCT FFV	Included
Transmission: 6-Speed Automatic	Included
3.65 Axle Ratio	Included
GVWR: 6,300 lbs	Included
Tires: P245/55R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear 113" Wheelbase	Included
Monotone Paint Application	STD
Radio: MyFord AM/FM/CD/MP3 Capable	STD
Paint Table : Primary	Included
Front Headlamp/Police Interceptor Housing Only	\$0.00
Hidden Door-Lock Plunger/Rr-Door Handles Inoperable	\$125.00
Noise Suppression Bonds (Ground Straps)	\$160.00
Driver Only LED Spot Lamp (Unity)	\$100.00
Keyed Alike - 1435x	\$395.00
4 Remappable Steering Wheel Switches w/SYNC	\$50.00
	\$155.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Prices and content availability as shown are subject to change and should be treated as estimates most current information.

Prepared by: Robert Berry Date: 03/29/2016 | Price Level: 615 Quote ID: Ames032916



Ames Ford Lincoln
 123 Airport Road, Ames, Iowa, 50010
 Office: 515-233-1913

2016 Utility Police Interceptor, Sport Utility
 AWD Base(K&A)

SYNC Basic (Voice-Activated Communications System)	\$295.00
Windows - Rear-Window Power Delete	\$25.00
Dark Car Feature	\$20.00
Rear View Camera	N/C
Electrochromic Rear View Mirror	Included
Front License Plate Bracket	N/C
Oxford White	N/C
Charcoal Black	N/C
<hr/>	
SUBTOTAL	\$31,945.00
Destination Charge	\$895.00
<hr/>	
TOTAL	\$32,840.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. | Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Robert Berry Date: 03/29/2016 | Price Level: 615 Quote ID: Ames032916

COUNCIL ACTION FORM

SUBJECT: REVISIONS TO PURCHASING POLICIES AND PROCEDURES

BACKGROUND:

The Purchasing Division service objectives include recommending policies and procedures that comply with applicable laws and regulations, protect the interests of the City, and enable City programs to provide cost-effective services to the public. Policy and procedure revisions are proposed to update the public improvement bid thresholds, establish a Local Consideration Program, include the Bidding Preference in Government Contracting for Iowa contractors, require verification of Iowa Department of Labor's Contractor Registration when authorizing work to be completed and Federal Debarment & Suspension of Vendors when using Federal dollars, and strengthen the controls on the Purchasing Card Program.

Summaries of the proposed policy and procedures revisions are attached. The complete proposed manual sections are available in the City Clerk's office. Many sections have only minor clarifications to make them more user friendly. Three sections have significant proposed policy revisions:

Bidding Thresholds:

- Iowa Code Section 314.1B establishes horizontal and vertical bid threshold subcommittees that meet every other year to establish the bid and quotation thresholds for city and county public improvement projects. The subcommittees have begun to raise the bid threshold for construction projects. On October 23, 2012, the City Council approved to revise the City Purchasing Policy to follow the statutory limits set by these subcommittees. The City's bid threshold is currently set by the City's Purchasing Policy at \$70,000 for horizontal construction and \$135,000 for vertical construction. The subcommittees met and changed the bid thresholds to the following:

Year Effective	Threshold	Horizontal Infrastructure Cities > 50,000 population	Vertical Infrastructure Cities > 50,000 population
2015	Competitive bid	\$72,000	\$135,000
2015	Competitive Quote	N/A	\$ 75,000

Increasing the bid threshold will allow smaller projects to be bid without the need for a bid bond or a published public notice to bidders, thus eliminating these costs to the project. The performance bond requirement will remain at \$25,000, and the specifications and drawings will be required to be stamped by a registered architect, engineer, or landscape architect if the project is determined to be a public improvement, regardless of the estimated value of the work.

Local Preference:

- In November 2013, the City Council directed staff to develop a policy that would take local ownership of businesses into account when awarding bids. Specifically, this policy would allow local businesses to be awarded a bid if its bid is higher than the lowest bid, but within 1% of the lowest bid. All evaluation factors, excluding cost, must be equal between the local bidder and the prevailing bidder.

To accomplish this, changes are required to the City's *Purchasing Policies and Procedures Manual*. To be considered local, a bidder must certify that it has paid commercial property taxes to the City, or has paid rent to a landlord who paid commercial property taxes to the City, for at least one year prior to the bid. The local bidder must be current on paying those property taxes.

Local consideration will not be applied to the following types of solicitations:

- **Public improvement projects** – State law requires these projects to be awarded to the lowest responsive, responsible bidder.
- **Projects funded in whole or in part by federal, state, or grant dollars** – With the complexities of grant funding and state allocation, local consideration could violate terms of the funding agreements.
- **Sole-source purchases** – These solicitations by definition involve only one bidder.
- **Purchases from the State of Iowa or other national contracts**
- **Any purchases where the contract value is less than \$10,000** – These types of purchases are typically made at the department level (not through the Purchasing Division) and are frequently purchased from local vendors already.

For Requests For Proposals (RFPs), local RFP respondents will receive bonus points equal to 1% of the total points available.

The *Purchasing Policies and Procedures Manual* currently provides for a local business to be awarded the bid in the event of a tie. Changes will be made to clarify how the tie-breaking process will be affected by local bids versus non-local bids.

The projected impact on City funds is minimal when the local consideration is kept to a low rate, but offer local businesses a benefit for conducting business in the City of Ames.

Reciprocal Bidding Preference for Iowa Contractors:

- Iowa Code Chapter 73A.21 establishes a bidder preference in government contracting for the purpose of resident bidders on construction projects. If another state or country offers resident bidders some form of preference, this statute requires that Iowa bidders be given preference equal to that given to the out-of-state bidders in their home states. This change in the *Purchasing Policies and Procedures Manual* provides for a bidder status form to be completed by the contractor and included in their bid for the purposes of complying with this state law.

ALTERNATIVES:

1. Approve the revisions to the City's Purchasing Policies described above to become effective May 1, 2016.
2. Do not approve the proposed revisions to the Purchasing Policies.

MANAGER'S RECOMMENDED ACTION:

The proposed revisions to the *Purchasing Policies and Procedures Manual* reflect new statutory requirements and current practices on construction projects for public entities and establish a Local Preference Program as directed by the City Council. These revisions will improve the efficiency of the City's procurement process and administration of construction projects, provide local businesses a benefit for conducting business in the City of Ames, and improve control and reporting for the Purchasing Division. Purchasing staff will train other City staff on implementation of these policy changes.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above, with the revisions to become effective May 1, 2016.

SUMMARY OF 2016 CHANGES TO PURCHASING POLICIES

Section 1: Organization, Purpose, and General Guidelines:

Section	Subject	Description of Change	Comments
1.04 B	Exceptions to Purchasing Authority	Transit (CyRide) will follow City Purchasing Authority except as directed by Chapter 26A	Reflects City Ordinance Chapter 26A

Section 2: Requisitions for Purchase Order:

Section	Subject	Description of Change	Comments
2.02 A	Exceptions	Change coal to natural gas	Reflects changes in power generation

Section 3: Fleet Vehicles and Equipment: No additional changes

Section 4: Technology and Communications Purchases: No additional changes

Section 5: Specifications and Descriptions/Statements of Work: No additional changes

Section 6: Bids, Quotations, and Proposals

Section	Subject	Description of Change	Comments
6.04 A & C	Bid Threshold Amounts for Bids/Quotations and Proposals	Change bid thresholds limits	Reflects statutory bid threshold limits raised by subcommittee for public improvements
6.05 A	Types of Solicitations	Change title from Initiation for Bid (IFB) to Invitation to Bid (ITB)	Correct contradiction in policy and reflect current practice
6.05 A	Types of Solicitations	Change footnote to the current bid threshold limits	Reflects statutory bid threshold limits raised by subcommittee for public improvements
6.06 C	Exceptions	Include Board of Regents, National Joint Powers Alliance (NJPA) contracts. Modify Western States Contracting Alliance (WSCA) to NASPO ValuePoint. Add "or other reputable cooperatives by review and approved by Purchasing Manager"	Reflects change in cooperative buying groups
6.07 A	Special Conditions Affirmative Action Compliance	Add: Unless stipulated by law, funding source or other requirements	Reflects requirement in Title VI, Nondiscrimination in Federal Assisted Programs

Section	Subject	Description of Change	Comments
6.07 G	Special Conditions Projects Funded by Federal and State Grants	Add: Projects funded by Federal dollars, City will verify the vendor is not listed on the debarment or suspended vendor through the SAM (System of Award Management) website	Reflects requirement of Federal Acquisition Regulation
6.07 J	Special Conditions	Add: Verification of Iowa Contractor Registration Number with contractors prior to authorization to proceed with work	Reflects requirement of Iowa Code 91C, IAC 23.82 and Administrative Rule 875.150
6.09 G & H	Evaluation Criteria	Add: Local Consideration Program	Reflects direction by City Council to allow 1% local consideration for those vendors who pay commercial property taxes to the City of Ames
6.09 I	Evaluation Criteria	Add: Bidding Preference in Government Contracting	Reflects bidding preference to Iowa contractors bidding on Public Improvement projects per Iowa Administrative Code (IAC) Chapter 156
6.12 D8	Contracts Awarded by City Council	Change bid thresholds limits	Reflects statutory bid threshold limits raised by subcommittee for public improvements
6.12 E3	Contracts Awarded by City Council	Change reference from 6.12C to 6.12D	Reflects the proper reference

Section 7: Purchase Order-Receiving Report: No additional changes

Section 8: Emergency & Rapid Need Purchases: No additional changes

Section 9: Travel, Conference, & Training Expense:

Section	Subject	Description of Change	Comments
9.06 A3	Miscellaneous Expenses	Clarify what is fair & reasonable for tips for meals to "not to exceed 15-20%"	Clarify acceptable level of tips

Section 10: Reserved

Section 11: Central Office Supply Store & Inventory Management: No additional changes.

Section 12: Disposal of Surplus Property: No additional changes

Section 13: Conflict of Interest Policies and Code of Ethics:

Section	Subject	Description of Change	Comments
13.02 B	Definitions – City Officials	Add: Civil Right Commission	Reflects current Boards and Commissions
13.05 A	Appearances	Add: Including meals with vendors	Reflects the avoidance of a conflict of interest
13.07 A8	Code of Ethics	Update the list of City Values	Reflects current City Values

Section 14: Procurement Card Program:

Section	Subject	Description of Change	Comments
14.11	Program Violations	Add: Splitting costs into multiple charges when the cost exceeds the transaction limit set for an employee or employees within the department and restrict shipping products to employee’s place of residence	Reflects additional controls for the P-card Program

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SUMMARY OF 2016 CHANGES TO PURCHASING PROCEDURES

Section 15: Procedures for Requisitions or Purchase Order: No additional changes

Section 16: Procedures for the Purchase of Fleet Equipment: No additional changes

Section 17: Procedures for the Purchase of Technology & Communication Equipment: No additional changes

Section 18: Specification Guidelines & Procedures:

Section	Subject	Description of Change	Comments
18.05 B7	Components of Public Improvement Bidding Documents – “Competitive Quotations” Bids	Correct numbering in section for item 7	Correction

Section 19: Procedures for Bids, Quotations, and Proposals:

Section	Subject	Description of Change	Comments
19.01 B & C	Determining if a Competitive Solicitation is Required	Change bid thresholds limits	Reflects statutory bid threshold limits raised by subcommittee for public improvements
19.04 D & F	Other Bid Requirements and Conditions	Change bid thresholds limits	Reflects statutory bid threshold limits raised by subcommittee for public improvements
19.05 B	Selecting the Successful Bidder	Change for local consideration policy	Reflects the addition of local consideration when selecting a bidder as defined in the policy

Section 20: Procedures for Purchase Order Receiving Report: No additional changes

Section 21: Procedures for Emergency & Rapid-Need Purchases: No additional changes

Section 22: Procedures for Travel, Conference, & Training Expenses: No additional changes

Section	Subject	Description of Change	Comments
22.04	Reporting Travel, Conference, and Training Expenses	Change instructions to simplify the process	Reflects current practices

Section 23: Section not used

Section 24: Procedures for Central Stores & Catalogued Inventory Management: No additional changes

Section 25: Procedures Relating to Conflict of Interest & Code of Ethics: No additional changes

Section 26: Procurement Card Program Procedures: No additional changes

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