

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL - 515 CLARK AVENUE
JULY 26, 2016

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

CALL TO ORDER: 6:00 p.m.

RECOGNITIONS:

1. Recognition of City of Ames receiving two American In-house Design Awards

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

2. Motion approving payment of claims
3. Motion approving Minutes of Regular Meeting of July 12, 2016
4. Motion approving Report of Contract Change Orders for July 1-15, 2016
5. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor – Sportsman’s Lounge, 123 Main Street
 - b. Class E Liquor, C Beer, & B Wine – AJ’s Liquor II, 2515 Chamberlain Street
 - c. Class B Beer – Pizza Ranch of Ames, 1404 Boston Avenue
 - d. Special Class C Liquor License – HuHot Mongolian Grill, 703 S. Duff Avenue, Ste. #105
 - e. Class C Liquor & Outdoor Service – Cyclone Experience Network, Jack Trice Stadium
 - f. Class C Liquor & Outdoor Service - VenuWorks, CY Stephens
 - g. Class C Liquor & Outdoor Service - VenuWorks, Fisher Theater
6. Motion approving 5-day (August 19-August 23) Class B Beer & Outdoor Service for Gateway Market MLK at Reiman Gardens, 1407 University Boulevard
7. Motion approving 5-day (September 4-September 8) Class C Liquor & Outdoor Service for Gateway Market MLK at ISU Alumni Center, 420 Beach Avenue
8. Motion approving 5-day (August 6-August 10) Class C Liquor License for Dublin Bay Pub at Reiman Gardens, 1407 University Boulevard
9. Motion approving 5-day (August 8-August 12) Class C Liquor License for Olde Main at Reiman Gardens, 1407 University Boulevard
10. Motion approving new Special Class C Liquor License & Outdoor Service for Depot Deli & Cookies, Etc., 526 Main Street (pending final inspection and satisfactory background check)
11. Motion approving new Class C Liquor License for JJC Ames 1 LLC, 2420 Lincoln Way, Suite 103 (pending final inspection)
12. Requests for Worldly Goods Reuse, Repurpose, Recycle Market on August 28, 2016:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License
 - b. Resolution approving street closure and suspension of parking enforcement for 200 and 300 blocks of Main Street from 7 a.m. to 6 p.m.
13. Requests for Captain Midnight’s Run for Cystic Fibrosis on September 2, 2016:
 - a. Motion approving blanket Temporary Obstruction Permit

- b. Resolution approving closure of portions of 30th Street, Hoover Avenue, Adams Street, Top-O-Hollow Road, Dawes Drive, Edgewater Drive, and Edgewater Court from approximately 7:00 p.m. to 7:45 p.m.
- 14. Requests from Healthiest Ames for Open Streets on Sunday, October 2, 2016:
 - a. Motion approving blanket Temporary Obstruction Permit
 - b. Resolution approving street closure and suspension of parking enforcement for Main Street from Douglas Avenue to Pearle Avenue from 8:00 a.m. to 5:00 p.m.
 - c. Resolution approving waiver of fee for electrical usage
- 15. Resolution approving Investment Report for Fiscal Year ending June 30, 2016
- 16. Resolution setting date of public hearing for State Revolving Loan Fund Clean Water Loan in an amount not to exceed \$797,000 for Lift Station Improvements
- 17. Resolution setting date of public hearing on vacating Public Access Easement for 720 S. Duff Avenue
- 18. Resolution approving correction to FY 16/17 ASSET funding allocation to \$159,642 for Heartland Senior Services
- 19. Resolution approving closure of South 16th Street for replacement of water main valve
- 20. Resolution approving Retainer Agreement with Hopkins & Huebner Law Firm for outside counsel services
- 21. Resolution approving Addendum to Memorandum of Understanding between Iowa State University and City of Ames regarding law enforcement services at University-leased residential property
- 22. Resolution approving purchase of Bus Camera Systems for CyRide from Seon of Lynchburg, Virginia, in an amount not to exceed \$225,000
- 23. Resolution approving Detour Agreement for Iowa Department of Transportation I-35/U.S. Hwy. 30 interchange ramp modifications
- 24. Resolution approving preliminary plans and specifications for Ames Plant to N.E. Ankeny 161kV Transmission Line IDOT Relocation; setting August 10, 2016, as bid due date and August 23, 2016, as date of public hearing
- 25. Resolution approving preliminary plans and specifications for Water Pollution Control Administration Building HVAC Project; setting August 24, 2016, as bid due date and September 13, 2016, as date of public hearing
- 26. Resolution approving contract and bond for 2016/17 Pavement Restoration Program - Contract 1: Concrete Joint Repair Program
- 27. Resolution approving Change Order No. 2 in the amount of \$41,265.65 for Power Plant Fuel Conversion - Electrical Installation General Work with FPD Power Development, LLC, of Minneapolis, Minnesota
- 28. Resolution approving Change Order No. 7 in the amount of \$62,310 for Natural Gas Conversion Equipment, including Burners, Igniters, Scanners, Thermal Analysis, and Computer Modeling with G.E. Power, Inc., of Windsor, Connecticut
- 29. Resolution approving completion of public improvements to be completed by Hunziker & Associates for Brookview Place West, 4th Addition, and releasing security
- 30. Resolution accepting final completion of 2011/12 and 2012/13 Retaining Wall Reconstruction
- 31. Lime Sludge Disposal Operation:
 - a. Resolution accepting completion of Year 3 Contract with Wulfekuhle Injection and Pumping, Inc.
 - b. Resolution approving renewal of contract with Wulfekuhle Injection and Pumping, Inc., for Year 4

PUBLIC FORUM: This is a time set aside for comments from the public on topics of City business other than those listed on this agenda. Please understand that the Council will not take any action on your comments at this meeting due to requirements of the Open Meetings Law, but may do so at a

future meeting. The Mayor and City Council welcome comments from the public; however, at no time is it appropriate to use profane, obscene, or slanderous language. The Mayor may limit each speaker to five minutes.

ADMINISTRATION:

32. 2015/16 ASSET draw-down pertaining to Emergency Residence Project:
 - a. Resolution approving carry-over of funds to FY 2016/17

PLANNING & HOUSING:

33. Staff Report on 2700 Block of Lincoln Way pertaining to reduction of parking spaces for hotel uses

HEARINGS:

34. Hearing on rezoning, with Master Plan, of 5571 Grant Avenue (Rose Prairie) from Agricultural (A) to Suburban Residential Low Density (FS-RL), Suburban Residential Medium Density (FS-RM), and Convenience General Service (CGS):
 - a. First passage of ordinance rezoning, with Master Plan, 5571 Grant Avenue
 - b. Resolution approving Addendum to Pre-Annexation Agreement
35. Hearing on rezoning, with Master Plan, of 5871 Ontario Street from Agricultural (A) to Suburban Residential Low Density (FS-RL):
 - a. First passage of ordinance

ORDINANCES:

36. First passage of ordinance reducing speed limit to 25 mph on 6th Street west of Hazel Avenue to 100 feet east of C&NW Railroad Underpass
37. First passage of ordinance establishing “No Parking Here to Corner” on west side of Eaton Avenue from Bristol Drive south for 325 feet; and establishing “No Parking Here to Corner” on west side of public alley from Bristol Drive north for 180 feet
38. Second passage of ordinance rezoning 3599 George Washington Carver Avenue from Agricultural (A) and Suburban Residential Low Density (FS-RL) to Planned Residence District (F-PRD)
39. Second passage of ordinance to correct an omission, specifically Section 9.7(3), Conditional Uses, Appeals and Variances, from Chapter 9, Flood Plain Zoning Regulations (third reading and adoption requested)
40. 104 South Hazel Avenue:
 - a. Resolution approving Rezoning Contract regarding limitations on use of site
 - b. Third passage and adoption of ORDINANCE NO. 4265 rezoning property from Government/Airport District (S-GA) to Neighborhood Commercial (NC)

COUNCIL COMMENTS:

ADJOURNMENT:

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

**MINUTES OF THE AMES AREA METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION POLICY (AAMPO) COMMITTEE AND
REGULAR MEETING OF THE AMES CITY COUNCIL**

AMES, IOWA

JULY 12, 2016

The Ames Area Metropolitan Planning Organization (AAMPO) Transportation Policy Committee meeting was called to order by Ames Mayor and voting member Ann Campbell at 6:00 p.m. on the 12th day of July, 2016, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Other voting members present were: Bronwyn Beatty-Hansen, City of Ames; Amber Corrieri, City of Ames; Tim Gartin, City of Ames; Chris Nelson, City of Ames; Wayne Clinton, Story County. Voting members Gloria Betcher, City of Ames; Peter Orazem, City of Ames; Chet Hollingshead, Boone County; Jonathan Popp, City of Gilbert; and Cole Staudt, Ames Transit Agency, were absent. AAMPO Administrator John Joiner and City of Ames Transportation Planner Tony Filippini were also present. Garrett Pedersen, representing the Iowa Department of Transportation, was absent.

Mayor Campbell announced that she had returned to Ames earlier than planned; therefore, the first item on the Agenda (appointing Council Member Nelson as Temporary Chairperson for this meeting) was moot.

HEARING ON 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP): AAMPO Administrator John Joiner recalled that the Policy Committee had reviewed and unanimously approved the Draft TIP on June 14, 2016. Last Friday, it was discovered that an update needed to be made to it to remove Project No. 1948 (Shared Use Path - South Duff Avenue from Squaw Creek to South 5th Street); that Project will be accomplished through local development. The federal funds have been moved from that Project to Project No. 14980 (Skunk River Trail from Bloomington Road to Ada Hayden Park); that Project is planned to bid this fall.

The hearing was opened by Ms. Campbell. No one asked to speak, and the hearing was closed.

Moved by Clinton, seconded by Corrieri, to approve the 2017 - 2020 Transportation Improvement Program, as updated.

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

ADJOURNMENT: Moved by Gartin to adjourn the AAMPO Transportation Policy Committee meeting at 6:02 p.m.

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

REGULAR MEETING OF THE AMES CITY COUNCIL

The Regular Meeting of the Ames City Council was called to order by Mayor Campbell at 6:05 p.m. on July 12, 2016, in the City Council Chambers in City Hall, 515 Clark Avenue. Present from the Ames City Council were Bronwyn Beatty-Hansen, Amber Corrieri, Tim Gartin, and Chris Nelson. Gloria Betcher, Peter Orazem, and *ex officio* Member Sam Schulte were absent.

Mayor Campbell announced that she had returned to Ames earlier than planned; therefore, the first item on the Agenda (appointing Council Member Nelson as Temporary Chairperson for this meeting) was moot.

CONSENT AGENDA: Moved by Nelson, seconded by Corrieri, to approve the following items on the Consent Agenda:

1. Motion approving payment of claims
2. Motion approving Minutes of Special Meeting of June 21, 2016, and Regular Meeting of June 28, 2016
3. Motion approving Report of Contract Change Orders for June 16-30
4. Motion approving new Special Class C Liquor License & Outdoor Service for Botanero Latino, 604 East Lincoln Way
5. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor – Welch Avenue Station, 207 Welch Avenue
 - b. Special Class C Liquor, B Wine, & Outdoor Service – Wheatsfield Cooperative, 413 Northwestern Avenue, Suite 105
 - c. Class C Liquor & Outdoor Service – Bar, 823 Wheeler Street, Suite 4
 - d. Class B Beer – Pancho's Mexican Grill, 1310 South Duff Avenue
 - e. Class C Liquor – Applebee's, 105 Chestnut Street
 - f. Special Class C Liquor – Triple Double, 223 Welch Avenue
 - g. Class C Liquor & Outdoor Service - VenuWorks, Scheman Building
6. Motion approving request for authority to retain additional outside counsel
7. Requests from Main Street Cultural District for Summer Sidewalk Sales on July 28-July 30, 2016:
 - a. Motion approving blanket Temporary Obstruction Permit for 400 block of Kellogg Avenue from 4 to 7:30 p.m. on Thursday, July 28, and Blanket Vending License
 - b. RESOLUTION NO. 16-395 approving closure of 400 block of Kellogg Avenue from 4 to 7:30 p.m. on Thursday, July 28, and waiving requirement of reimbursement for lost parking meter revenue
 - c. RESOLUTION NO. 16-396 approving suspension of parking regulations in Central Business District from 8:00 a.m. to 6:00 p.m. on Saturday, July 30
 - d. RESOLUTION NO. 16-397 approving waiver of fees for blanket Vending License and parking meters in entire Central Business District
8. Requests from Main Street Cultural District for Foodies & Brew on August 19, 2016:
 - a. Motion approving Blanket Temporary Obstruction Permit and Blanket Vending License
 - b. Motion approving 5-day (August 18-22) Special Class C Liquor License and Outdoor Service
 - c. RESOLUTION NO. 16-398 approving closure of Douglas Avenue, and 12 metered parking spaces, between Main Street and Fifth Street from 8 a.m. on Friday, August 19, to 1 a.m. on Saturday, August 20, and waiver of parking meter fees
 - d. RESOLUTION NO. 16-399 approving waiver of Blanket Vending License fee
9. Requests from Iowa State Running Club for Mile on Main Street on Saturday, September 17, 2016:
 - a. Motion approving blanket Temporary Obstruction Permit for Burnett Avenue, Clark Avenue, 8th Street, and 11th Street from 8:45 a.m. to 9:45 a.m. on Saturday, September 17
 - b. RESOLUTION NO. 16-400 approving closure of Burnett Avenue, Clark Avenue, 8th Street, 9th Street, 10th Street, and 11th Street from 8:45 a.m. to 9:45 a.m. on Saturday, September 17
 - c. RESOLUTION NO. 16-401 approving closure of 22 parking spaces within closed areas, and waiving requirement of reimbursement for lost parking meter revenue
10. RESOLUTION NO. 16-402 Professional Service Agreement with Shive-Hattery for engineering services for 2016/17 CyRide Route Pavement Improvements (S. 3rd Street/S. 4th Street)
11. RESOLUTION NO. 16-403 approving Professional Service Agreement with Stanley Consultants, Inc., for Engineering Services for East Industrial Area Utility Extension project
12. RESOLUTION NO. 16-404 waiving formal bidding requirements and approving software maintenance contract with Sungard/HTE for joint public safety network
13. RESOLUTION NO. 16-405 waiving formal bidding requirements and approving software maintenance contract with Sungard/HTE for Information Technology
14. RESOLUTION NO. 16-406 approving contract with EMC Risk Services, LLC, for Workers' Compensation and Municipal Fire and Police "411 System" Claims Administration from August 1, 2016, through July 31, 2017, in an amount not to exceed \$55,000
15. RESOLUTION NO. 16-407 awarding contract for purchase of 15kV 500 KCMIL Compact Copper

Cable for Electric Services to Affinity Resources of San Francisco, California, in the amount of \$58,768.68

16. RESOLUTION NO. 16-408 approving contract renewal with Fletcher-Reinhardt Company of Cedar Rapids, Iowa, for purchase of Electric Meters in accordance with unit prices bid
17. RESOLUTION NO. 16-409 approving preliminary plans and specifications for the South Skunk River Basin Watershed Improvements (City Hall Parking Lot Reconstruction); setting August 3, 2016, as bid due date and August 9, 2016, as date of public hearing
18. RESOLUTION NO. 16-410 approving contract and bond for Ames/ISU Ice Arena LED Lighting Replacement
19. RESOLUTION NO. 16-411 approving contract and bond for Electrical Maintenance Services for Power Plant
20. RESOLUTION NO. 16-412 approving contract and bond for 2015/16 Storm Sewer Improvements Program (Various Locations)
21. RESOLUTION NO. 16-413 accepting completion of public improvements on Dotson Drive (Ames Middle School)
22. RESOLUTION NO. 16-414 approving Change Order No. 7 for WPC Digester Improvements Project
23. RESOLUTION NO. 16-415 accepting completion of WPC Decant Line Repairs Project
24. RESOLUTION NO. 16-416 accepting completion of 2013/14 and 2014/15 Resource Recovery System Improvements (HVAC Improvements)

Roll Call Vote: 4-0. Resolutions/Motions declared adopted/approved unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PUBLIC FORUM: Matthew Goodman, 2019 Friley Road, Ames, said that he was a member of Ames Progressive Alliance (Alliance). He shared that the Alliance has been working in conjunction with the Body of Christ Church located at 114 - 5th Street in Ames to hold a community conversation on race relations in the City of Ames. Mr. Goodman stated that one of the pillars of the goals of the Ames Progressive Alliance is to empower residents of the community whose voices might not otherwise be heard. He invited the Mayor and City Council to stop by on July 14 from 7 - 9 p.m. at the Body of Christ Church at 114-5th Street. He also invited the Human Relations Commission to attend to hear the perspectives shared.

No one else came forward to speak, and the Mayor closed Public Forum.

SOUTH DUFF ACCESS SAFETY IMPROVEMENTS PROJECT: Traffic Engineer Damion Pregitzer recalled that, on December 22, 2015, staff had provided an update to the City Council on the progress of the South Duff Access Project. Since that time, City staff and Clapsaddle-Garber (CGA), the City's engineering consultant, have been working with Walmart's Realty Department headquartered in Bentonville, Arkansas, to create a Cross-Access Easement connecting the businesses along the east side of South Duff Avenue. The coordination with Walmart also included developing a Cost-Sharing Agreement for design and construction among the City, Walmart, and Hunziker Development. Walmart has agreed to the Project, but they indicated that they wanted to see the design and approximate costs. According to Mr. Pregitzer, in order to progress with final engineering design for development of plans and specifications for bidding, an Amendment to the Professional Service Agreement with CGA will be needed. Clapsaddle-Garber will facilitate stakeholder meetings, draft Cross-Access Easements, and develop conceptual design. If that Amendment is approved, staff will then be able to work with all of the impacted business owners to create a final design that addresses their concerns as best as possible.

Mr. Pregitzer pointed out that the City only had a concept back in December. He has met with property owners on both the east and west sides of South Duff and heard their concerns, which he categorized as design-related. Having a design will actually provide details that will allow him to address the

concerns of the impacted property owners. One of the benefits of entering into the Design Agreement is that it will allow for stakeholder meetings to be facilitated. Site visits will be made so that the consultants can see and hear the property owners' concerns.

Attorney Bill Talbot, Newbrough Law Firm, 612 Kellogg, Ames, stated that he was representing four local owners and Great Western Bank, who are all opposed in principal to this project. Answering an inquiry from Council Member Gartin, Mr. Talbot shared that the client he is representing tonight is the Bundy Family. Mr. Talbot shared that all of the owners he represents have great doubt whether there will be any improvements in safety or traffic flow as a result of this project. He wanted to speak tonight before the design was decided because these projects have a tendency to have a "snowball rolling down a hill" effect. Noting that two of the Council Members were absent from this meeting, he said that it was not the best time to take a vote on the design phase of this Project. Mr. Talbot recommended that, before any part of this Project moves forwards, the City meet with all property owners, not just a few owners, and convince them that there will be safety or traffic-flow improvements. Council Member Gartin noted that there had been several lengthy conversations and two workshops held about this Project when issues voiced by the property owners were examined. He asked Mr. Talbot what more he would like the City to do. Mr. Talbot stated that his clients disagree with the claims that there will be an improvement in traffic flow or safety.

Mr. Pregitzer advised that the final product will result in what the Iowa Department of Transportation (Iowa DOT) can approve or not approve. According to Mr. Pregitzer, the City of Ames has a very good working relationship with the Iowa DOT District 1; that office is located in Ames, so they know the importance of the improvements that are needed for the area. According to Mr. Pregitzer, there is \$400,000 in a Safety Grant and \$450,000 in a USTEP Grant for this Project from the State, so the Iowa DOT is a very involved partner. Mr. Pregitzer indicated that the City is working hard to balance the Iowa DOT needs with how the property owners will be impacted. Mr. Pregitzer commented that the City will do whatever it can to lessen the impact on the business owners. It was also reported by Mr. Pregitzer that the Iowa DOT has indicated a strong desire to complete this project in this construction year. He emphasized, however, that the item on tonight's Agenda pertains to only the beginning of the design phase, not the actual construction.

Council Member Beatty-Hansen asked if the design would include an eastern access route. Mr. Pregitzer acknowledged that it would.

Council Member Gartin asked Mr. Pregitzer to expound on the concerns about improved traffic flow and safety. Mr. Pregitzer stated that, before the concept for this Project was even presented, a traffic study, benefit-cost analysis, and safety analysis were conducted. He referenced the Report given to the City Council in July of 2015, which quantifies the improvement related to the delay in having the signal in there. The crash reduction data were also in that Report. Mr. Pregitzer said that he had been asked how these improvements fit into the "bigger picture" of the City's overall Transportation Plan. He had been asked why the City wasn't focusing on the Grand Avenue Extension. Mr. Pregitzer reported that the City is focusing on the Grand Avenue Extension; it is the highest-priority project that the City has. However, it is not the only transportation improvement that the City is looking to as one project doesn't necessarily fix the problem; they play in to each other. Mr. Gartin recalled that an animated model had been developed to show how this Project would work. Mr. Gartin asked Mr. Pregitzer to provide that information and model to Attorney Talbot. Council Member Gartin asked Mr. Pregitzer to explain how the safety of the South Duff Corridor would be improved by this Project. Mr. Pregitzer answered that the median will simplify the driver's options and remove the possibility of a driver making a left-hand turn in front of oncoming traffic. Council Member Gartin stated that the City's goal is to get this project done right. He requested that any suggestions from Mr. Talbot's clients on how to make it better be shared with Mr. Pregitzer.

It was emphasized by Mr. Pregitzer that moving ahead with the design will provide the opportunity to work with stakeholders to address their concerns with specific solutions and still allow the project to be substantially completed by the end of the calendar year. Not knowing specific design information has been an ongoing source of frustration to stakeholders that were not able to be addressed through conceptual design.

Moved by Nelson, seconded by Gartin, to adopt RESOLUTION NO. 16-417 approving the Cost-Sharing Agreement among the City of Ames, Walmart, and E-M Hunziker, LLC, for each party to pay one-third of the Design Contract Amendment.

Roll Call Vote: 4-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

Moved by Nelson, seconded by Gartin, to adopt RESOLUTION NO. 16-418 approving the Professional Services Agreement Amendment with Clapsaddle-Garber Associates, Inc., in the amount of \$87,873.

Roll Call Vote: 4-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

3599 GEORGE WASHINGTON CARVER AVENUE: Planning and Housing Director Kelly Diekmann advised that the alternatives, as structured, were not quite correct as far as the order in which the three items have to occur. The rezoning does have to happen first, so Alternative 1.a. is correct. There should have been a condition (iv.) under Alternative 1.b., to state that approval of the Major Site Development Plan would be effective only upon the third reading of the Rezoning Ordinance. Item 1.c., should have included that approval of the Preliminary Plan would be effective only upon the third reading of the Rezoning Ordinance.

Mr. Diekmann noted that the subject land was annexed approximately a year ago. The applicant is requesting the property develop as a Planned Residential District (PRD) due mainly to concerns over the space needed for a public street. The private street is the primary difference between this development and a conventional development. According to Director Diekmann, staff is supportive of the private street. Even though the City does not have private street standards, staff defaults to expectations that private streets provide the same level of pedestrian connectivity and convenience as public street. The applicant has proposed that a sidewalk be placed only on one side of the private street; however, staff believes that sidewalks should be installed along both sides of the private street to be in line with the minimum public street requirements, which is for sidewalks to be installed on both sides of residential streets. That is the only deviation that the applicant is requesting; otherwise, it meets the intent of the PRD. A map of the layout was presented by Mr. Diekmann. He noted that in lieu of a cul-de-sac, there will be a fire turnaround that meets Fire Code requirements; that will not be maintained by the City. There will be a Conservation Easement, thus meeting some of the principles of a PRD.

According to Director Diekmann, the Planning and Zoning Commission, at its meeting of June 15, 2016, voted (6-0) to recommend that the City Council rezone the subject property; approve the Major Site Development Plan, subject to conditions; and approve the project without requiring the additional sidewalk along the south side of the street. Functionally, it will be two private sidewalks.

Council Member Nelson noted that the sidewalk along George Washington Carver will connect to an existing sidewalk. However, as it loops around, it will go into an Outlot A in Scenic Valley that just goes into an outlot. Mr. Diekmann advised that it will connect into the private sidewalk system for Scenic Valley. Mr. Nelson said he was fairly comfortable with sidewalk on one side of a private street since there were such a few number of lots involved.

Council Member Gartin asked about water flow from this Subdivision. Specifically, he asked if any of the water will flow to the Fromm's property. According to Director Diekmann, the storm water is directed to the Outlot, not directly into the channel (drainage way). At the inquiry of Mr. Gartin, Mr. Diekmann answered that notice had been provided to property owners within 300 feet, which would have included the Fromms.

Hearings on rezoning from Agricultural (A) and Suburban Residential Low Density (FS-RL) to Planned Residence District (F-PRD); and, on the Major Site Development Plan (MSDP). Mayor Campbell opened the public hearing for both items. Justin Dodge, Hunziker & Associates, 105 South 16th Street, Ames, commented that there had been 26 different iterations of this project, and finally, it appears that they finally came up with a plan that would be economically feasible and able to be approved. Mr. Dodge stated that the one sticking point is the sidewalk on the south side of the street. With only five lots, the developer believes that a sidewalk is not necessary on that side. There is a sidewalk on the other side of the street, and it would equate to someone having to walk a few feet to the other side. There is a fair amount of problems with elevation as well. The remainder of the property is in the flood plain.

Mr. Dodge stated that the applicant has met with the Fromms. The project has been engineered so that their property would not be impacted by any water flow. There is a detention basin so that all the water to the south would come into that basin. According to Mr. Dodge, the Fromms should see an actual reduction in storm water coming into the channel. The Council was requested by Mr. Dodge to approve Alternative No. 2: approve the request for rezoning and the MSDP without requiring the installation of a sidewalk on the south side.

Council Member Beatty-Hansen commented that she did not want the Council to compromise on the sidewalk requirement. She noted that pedestrian access is important in all developments and wants to require sidewalks be installed on both sides, especially because the developer has stated that the design will not be affected. Mr. Dodge acknowledged that the design would not be impacted; however, the developers do not believe a sidewalk for such a few number of lots is necessary.

No one came forward to address the Council, and the hearing was closed.

Moved by Corrieri, seconded by Nelson, to pass on first reading an Ordinance rezoning 3599 George Washington Carver Avenue from Agricultural (A) and Suburban Residential Low Density (FS-RL) to Planned Residence District (F-PRD).

Roll Call Vote: 4-0. Motion declared carried unanimously.

Moved by Nelson, seconded by Gartin, to adopt RESOLUTION NO. 16-419 approving the MSDP, to be effective on the third reading of the Rezoning Ordinance, for 3599 George Washington Carver without installation of the sidewalk on the south side of Scenic Point.

Council Member Gartin stated his opinion that, on a private street with such a few number of impacted lots and short amount of area, requiring sidewalks on both sides would not contribute anything to the community.

Roll Call Vote: 3-1. Voting aye: Corrieri, Gartin, Nelson. Voting nay: Beatty-Hansen. Resolution failed.

Mayor Campbell asked if there was another motion anyone would like to make.

Moved by Beatty-Hansen, seconded by Corrieri, to adopt RESOLUTION NO. 16-419 approving the MSDP, to be effective on the third reading of the Rezoning Ordinance, for 3599 George Washington Carver, requiring installation of sidewalks on both sides of Scenic Point.

Council Member Gartin asked to know the price of the sidewalk on the south side of Scenic Point. Mr. Dodge replied that it would be approximately \$7,000. He stated that, rather than having to wait for it to come back, he would prefer to keep the project on schedule even if it means they have to install the sidewalk on both sides.

Roll Call Vote: 4-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

Moved by Nelson, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 16-420 approving the Preliminary Plat, to be effective on third reading of the Rezoning Ordinance.

Roll Call Vote: 4-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

HEARING ON TEXT AMENDMENT TO CORRECT AN OMISSION, SPECIFICALLY SECTION 9.7(3), CONDITIONAL USES, APPEALS AND VARIANCES, FROM CHAPTER 9, FLOOD PLAIN ZONING REGULATIONS: The Mayor opened the public hearing and closed it as there was no one who came forward to speak.

Moved by Nelson, seconded by Corrieri, to pass on first reading an Ordinance to correct an omission, specifically Section 9.7(3), Conditional Uses, Appeals and Variances, from Chapter 9, Flood Plain Zoning Regulations.

Roll Call Vote: 4-0. Motion declared carried unanimously.

Mayor Campbell noted that staff had requested that the City Council waive the rules necessary for the adoption of an Ordinance; however, since it requires an affirmative vote by three-quarters of the Council to do so, and there were not three-quarters of the Council present, that request cannot be fulfilled.

HEARINGS ON PROPOSED CONTRACT FOR SALE OF CITY-OWNED PROPERTY AT 1125 MAXWELL AVENUE IN CONNECTION WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT NEIGHBORHOOD SUSTAINABILITY PROGRAM: Mayor Campbell opened the public hearing. She noted that staff had stated that it was continuing to work with Habitat for Humanity of Central Iowa in finalizing the contract and had requested that the hearing be continued to a later date. The Mayor asked if there was anyone wishing to speak at this time. No one came forward.

Moved by Nelson, seconded by Corrieri, to continue the hearing, to a date uncertain, on the proposed contract for sale of the City-owned property at 1125 Maxwell Avenue in connection with the Community Development Block Grant Neighborhood Sustainability Program.

Vote on Motion: 4-0. Motion declared carried unanimously.

HEARING ON PROPOSED CONTRACT FOR SALE OF CITY-OWNED PROPERTY AT 306 WELLONS DRIVE IN CONNECTION WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT NEIGHBORHOOD SUSTAINABILITY PROGRAM: Mayor Campbell opened the public hearing. She pointed out that staff was continuing to work with Habitat for Humanity on this item as well, and the hearing needed to be continued. There was no one wishing to speak at this meeting on this item.

Moved by Beatty-Hansen, seconded by Corrieri, to continue the hearing, to a date uncertain, on the proposed contract for sale of City-owned property at 306 Wellons Drive in connection with the Community Development Block Grant Neighborhood Sustainability Program.

Vote on Motion: 4-0. Motion declared carried unanimously.

STAFF UPDATE ON URBAN DEER MANAGEMENT PROGRAM: Police Chief Chuck Cychosz presented an update on the City's Urban Deer Management Program. He advised that deer densities are down on the east side, but on the west side, there are some very high densities. According to Chief Cychosz, the majority of the Task Force members supported the continuation of hunting in designated City locations. Staff is recommending that the Council approve bow hunting within the Park System for another year following the current practices.

Moved by Beatty-Hansen, seconded by Nelson, to approve bow hunting within the Park System, City property, and other eligible property as detailed in Urban Deer Management Ordinance and rules.
Vote on Motion: 4-0. Motion declared approved unanimously.

ORDINANCE REZONING PROPERTY AT 104 SOUTH HAZEL AVENUE: Moved by Corrieri, seconded by Gartin, to pass on second reading an Ordinance rezoning property at 104 South Hazel Avenue from Government/Airport District (S-GA) to Neighborhood Commercial (NC).
Roll Call Vote: 4-0. Motion declared carried unanimously.

ORDINANCE PERTAINING TO RESIDENTIAL LOW-DENSITY PARK ZONE MINIMUM BUILDING SETBACK AT EXTERIOR BOUNDARY LINE: Moved by Nelson, seconded by Gartin, to adopt ORDINANCE NO. 4264 pertaining to Residential Low-Density Park Zone minimum building setback at the exterior boundary line.
Roll Call Vote: 4-0. Ordinance declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

COUNCIL COMMENTS: Moved by Nelson, seconded by Gartin, to refer to staff to initiate a text amendment to allow for a clubhouse as an accessory use to apartments within the Floating Suburban Residential Medium Density Zoning District.
Vote on Motion: 4-0. Motion declared carried unanimously.

Moved by Nelson, seconded by Corrieri, to refer to staff to put on the Planning Work Plan in the future to initiate a text amendment to create a minor amendment process for Major Site Development Plans that is the same process as allowed for Planned Residential Developments.
Vote on Motion: 4-0. Motion declared carried unanimously.

Moved by Nelson, seconded by Corrieri, to refer for a memo for more information the request from Brian Torresi, DavisBrown Law Firm, Dated July 8, 2016, to Place Underground Geothermal Wells Within the Conservation Easement in Quarry Estates Subdivision, 1st Addition,

Council Member Gartin noted that the City already has pipelines or other utilities that go under City easements. He asked that the memo include information on how other easements affect City easements.

Vote on Motion: 4-0. Motion declared carried unanimously.

Moved by Beatty-Hansen to refer to staff the request from Café Beaudelaire asking to redefine its outdoor service area.

Assistant City Manager Brian Phillips reported that, under the City's current Sidewalk Café Ordinance, what is being proposed by Café Beaudelaire would not be allowed. However, proposed changes to the Ordinance will be coming before the City Council in the future. The proposed revisions have been submitted to the Legal Department for review. If those changes are approved by the Council, what is being requested might be workable.

City Attorney Parks said that she is reviewing the proposed changes; however, the review might not be

done in time for the next Council meeting; probably the first meeting in August would be more realistic. Mr. Phillips noted that Sidewalk Cafés are currently allowed to operate between April and October, so any changes might not be in effect for this year.

Council Member Gartin said that the proposal did not come with any recommendation from the Campustown Action Association. Council Member Corrieri noted that the CAA had been included when the Task Force had investigated it approximately two years ago.

Council Member Beatty-Hansen noted that parking stall closures were now being requested as part of this proposal. Even if Sidewalk Cafés were discussed a couple years ago, she felt it was important to review it again in light of the potential loss of parking spaces in Campustown

Motion died for lack of a second.

Moved by Gartin to refer to staff the letter from Chuck Winkleblack pertaining to the hotel being proposed for the 2700 Block of Lincoln Way.

Planning and Housing Director Diekmann advised that other actions will be presented to the City Council on August 9 pertaining to the redevelopment of 2700 Block of Lincoln Way. The developer will be present on that date to provide updated conceptual drawings. City Manager Schainker said that to increase the number of rooms in the proposed hotel would require changing the Ordinance to lower the parking requirement.

Motion died for lack of a second.

Mr. Diekmann advised that if the number of rooms in the hotel would increase, the number of apartments would decrease. He believed that the retail space would stay the same.

Moved by Gartin, seconded by Corrieri, to request a Staff Report on the City Council Agenda of July 26 for a discussion on the reduction in hotel parking to accommodate a larger hotel proposed for the 2700 Block of Lincoln Way.

Vote on Motion: 4-0. Motion declared carried unanimously.

ADJOURNMENT: Moved by Corrieri, to adjourn the meeting at 7:20 p.m.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

*Caring People
Quality Programs
Exceptional Service*

5a-g

TO: Mayor Ann Campbell and Ames City Council Members

FROM: Lieutenant Dan Walter – Ames Police Department

DATE: July 19, 2016

SUBJECT: Beer Permits & Liquor License Renewals

The Council agenda for July 26, 2016, includes beer permits and liquor license renewals for:

- Class C Liquor – Sportsman’s Lounge, 123 Main Street
- Class E Liquor, C Beer, & B Wine – AJ’s Liquor II, 2515 Chamberlain
- Class B Beer – Pizza Ranch of Ames, 1404 Boston Avenue
- Special Class C Liquor License – HuHot Mongolian Grill, 703 S. Duff Avenue, Ste. #105
- Class C Liquor & Outdoor Service – Cyclone Experience Network, Jack Trice Stadium
- Class C Liquor & Outdoor Service - VenuWorks, CY Stephens
- Class C Liquor & Outdoor Service - VenuWorks, Fisher Theater

A routine check of police records for the past twelve months found no liquor law violations for any of the above listed businesses. The police department recommends renewal of licenses for all of the above businesses.

Applicant License Application ()

Name of Applicant: <u>Orchestrare Management V, LLC</u>		
Name of Business (DBA): <u>Gateway Market MLK</u>		
Address of Premises: <u>Reiman Gardens</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business	<u>(515) 331-1753</u>	
Mailing	<u>130 E 3rd St., Ste 201</u>	
City <u>Des Moines</u>	State <u>IA</u>	Zip: <u>50309</u>

Contact Person

Name <u>Michelle Mathews</u>	
Phone: <u>(515) 331-1753</u>	Email <u>mmathews@ohospitality.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 5 days

Effective Date: 08/19/2016

Expiration Date: 01/01/1900

Privileges:

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

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>339740</u>	Federal Employer ID <u>20-8201459</u>

Ownership

Paul Rottenberg

First Name: Paul **Last Name:** Rottenberg
City: Des Moines **State:** Iowa **Zip:** 50315
Position: partner
% of Ownership: 14.06% **U.S. Citizen:** Yes

LADCO Development, Inc

First Name: LADCO **Last Name:** Development, Inc
City: West Des Moines **State:** Iowa **Zip:** 50266
Position: partner
% of Ownership: 14.06% **U.S. Citizen:** Yes

REB Development, LLC

First Name: REB **Last Name:** Development, LLC
City: Clive **State:** Iowa **Zip:** 50325
Position: partner

% of Ownership: 14.06%

U.S. Citizen: Yes

Michelle Mathews

First Name: Michelle

Last Name: Mathews

City: Des Moines

State: Iowa

Zip: 50309

Position: controller

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Integrity Insurance

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Position: partner

% of Ownership: 14.06%

U.S. Citizen: Yes

Michelle Mathews

First Name: Michelle

Last Name: Mathews

City: Des Moines

State: Iowa

Zip: 50309

Position: controller

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

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

Applicant License Application ()

Name of Applicant: <u>YeOlde LLC.</u>		
Name of Business (DBA): <u>Dublin Bay Pub</u>		
Address of Premises: <u>1407 University Blvd</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business <u>(515) 956-3580</u>		
Mailing <u>320 S 16th</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name <u>Donald O'Brien</u>	
Phone: <u>(515) 956-3580</u>	Email <u>dublinbaypub@aol.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:5 days

Effective Date: 08/06/2016

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>242991</u>	Federal Employer ID <u>421510291</u>

Ownership

Richard Carmer

First Name: Richard **Last Name:** Carmer
City: Ames **State:** Iowa **Zip:** 50014
Position: manager member
% of Ownership: 50.00% **U.S. Citizen:** Yes

Donald O'Brien

First Name: Donald **Last Name:** O'Brien
City: Ames **State:** Iowa **Zip:** 50010
Position: manager member
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Allied Insurance</u>	
Policy Effective Date:	Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>LJPS Inc.</u>		
Name of Business (DBA): <u>Olde Main Brewing Company</u>		
Address of Premises: <u>1407 University Blvd</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business <u>(505) 400-5981</u>		
Mailing <u>PO Box 1928</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

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

Classification Class C Liquor License (LC) (Commercial)
Term: 5 days
Effective Date: 08/08/2016
Expiration Date: 01/01/1900
Privileges:
Class C Liquor License (LC) (Commercial)
Status of Business

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

Ownership
Scott Griffen

First Name: Scott **Last Name:** Griffen
City: Ames **State:** Iowa **Zip:** 50010
Position: Owner
% of Ownership: 50.00% **U.S. Citizen:** Yes

Daniel Griffen

First Name: Daniel **Last Name:** Griffen
City: Potomac **State:** Maryland **Zip:** 24854
Position: Owner
% of Ownership: 25.00% **U.S. Citizen:** Yes

Susan Griffen

First Name: Susan **Last Name:** Griffen
City: Potomac **State:** Maryland **Zip:** 24854
Position: Owner
% of Ownership: 25.00% **U.S. Citizen:** Yes

Insurance Company Information

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

Applicant License Application ()

Name of Applicant: <u>COOKIES, ETC INC</u>		
Name of Business (DBA): <u>DEPOT DELI & COOKIES, ETC</u>		
Address of Premises: <u>526 MAIN STREET</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business <u>(515) 233-4447</u>		
Mailing <u>526 MAIN STREET</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name <u>JON BANWART</u>	
Phone: <u>(515) 231-8747</u>	Email <u>DEPOTDELI@COOKIES-ETC.COM</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 07/15/1952

Expiration Date: 01/01/1900

Privileges:

Outdoor Service

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>104071</u> Federal Employer ID <u>42-1258332</u>

Ownership

JON BANWART

First Name: JON **Last Name:** BANWART
City: AMES **State:** Iowa **Zip:** 50014
Position: SEC/TREAS
% of Ownership: 50.00% **U.S. Citizen:** Yes

MARY JO BANWART

First Name: MARY JO **Last Name:** BANWART
City: AMES **State:** Iowa **Zip:** 50014
Position: PRESIDENT
% of Ownership: 50.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Specialty Risk of America</u>
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Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>JJC LLC</u>		
Name of Business (DBA): <u>JJC Ames 1 LLC</u>		
Address of Premises: <u>2420 Lincoln Way Suite 103</u>		
City <u>Ames</u>	County: <u>Iowa</u>	Zip: <u>50014</u>
Business	<u>(214) 919-3208</u>	
Mailing	<u>P O Box 452949</u>	
City <u>Garland</u>	State <u>TX</u>	Zip: <u>75045</u>

Contact Person

Name Vicki R Speck
Phone: (214) 868-0121 Email vicki.speck@4ifc.com

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 08/01/2016

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>
Corporate ID Number: <u>W01043659</u> Federal Employer ID <u>81-1768653</u>

Ownership

Corey Butcher

First Name: Corey **Last Name:** Butcher
City: Rowlett **State:** Texas **Zip:** 75089
Position: Manager
% of Ownership: 66.00% **U.S. Citizen:** Yes

Jeremy Hillin

First Name: Jeremy **Last Name:** Hillin
City: Lavon **State:** Texas **Zip:** 75166
Position: manager
% of Ownership: 19.00% **U.S. Citizen:** Yes

Jason Elliott

First Name: Jason **Last Name:** Elliott
City: Des Moines **State:** Iowa **Zip:** 50310
Position: manager

% of Ownership: 15.00%

U.S. Citizen: Yes

Insurance Company Information

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

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR REUSE, REPURPOSE, RECYCLE MARKET

BACKGROUND:

Worldly Goods is planning to host a Reuse, Repurpose and Recycle Market in Downtown Ames on Sunday, August 28, 2016. The event is intended to bring attention to reusing, repurposing and swapping items people no longer use or need.

This is the first event of its kind and Worldly Goods will be asking other groups if they would like to partner with the market. Vendors will set up in spaces along the street, and consignment and antique stores in the Downtown will be invited to participate and be open during the event. Organizers anticipate 1,000 attendees at the event.

To facilitate the event, organizers have requested the closure of the 200 and 300 blocks of Main Street and suspension of parking regulations on those streets from 7:00 a.m. to 6:00 p.m. on August 28th. Because that is a Sunday, no parking meter revenue will be lost. A Temporary Obstruction Permit is requested for the closed area and a blanket Vending License has been requested as well.

Organizers plan to go door-to-door with information for affected businesses prior to the event and will post signs along the affected blocks the evening of Saturday, August 27th so drivers are aware parking will not be available Sunday. Main Street Cultural District has provided a letter of support for the event.

ALTERNATIVES:

1. Approve the requests from Worldly Goods for the event Reuse, Re-Purpose, Recycle Market on Sunday, August 28.
2. Do not approve the event.

MANAGER'S RECOMMENDED ACTION:

This new event will help local businesses and residents buy, sell, and trade items that might otherwise be discarded. Event organizers hope to reduce the amount of waste sent to the Resource Recovery System or disposed of improperly.

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



April 22, 2016

To whom it may concern,

The Main Street Cultural District fully supports the closure of Main Street, in downtown Ames, the Reuse, Repurpose, Recycle Market on August 28 from 10 – 4 p.m. The Main Street Cultural District welcomes this event which focuses on environmental resiliency by making what is old new again. We sincerely hope this is the first of many such events to come. We also welcome the opportunity to show the community what great businesses our downtown has to offer.

Sincerely,

A handwritten signature in blue ink that reads "Clifford E. Smith".

Cliff Smith
2016 MSCD Board President



SUMMARY OF EVENT

DESCRIPTION

Event Name Worldly Goods Reuse, Repurpose, Recycle Market

Description Worldly Goods will host a Reuse & Re-purpose Market in Downtown Ames on a Sunday. Vendors can rent a space for a small fee. Worldly Goods will ask other groups if they would like to partner with this event. The event will be a street market like atmosphere where anyone can buy, sell, or trade their items. The purpose will be to bring attention to reusing and re-purposing and swapping items they no longer use or need. We will ask the other consignment and antique stores in the Downtown to be open as the target audience will be the same. A Sunday afternoon will be chosen so the street closure will not effect as many businesses. There is potential for the future of such an event to draw a diverse crowd to Ames. It will have a set up similar to the Octagon Art Festival. Only the 200 and 300 blocks will be closed to parking and traffic.

- Event Category**
- Athletic/Recreation
 - Exhibits/Misc.
 - Festival/Celebration
 - Parade/Procession/March
 - Concert/Performance
 - Farmer/Outdoor Market
 - Other (please explain)

Anticipated Attendance Total 1,000 Per Day 1

DATE/TIME

Setup	Date <u>8/28/16</u>	Time <u>7:00 am</u>	Day of Week <u>Sunday</u>
Event Starts	Date <u>8/28/16</u>	Time <u>10:00 am</u>	Day of Week <u>Sunday</u>
Event Ends	Date <u>8/28/16</u>	Time <u>4:00 pm</u>	Day of Week <u>Sunday</u>
Teardown Complete	Date <u>8/28/16</u>	Time <u>6:00 pm</u>	Day of Week <u>Sunday</u>

Rain Date, if applicable _____
Rain Location, if applicable _____

LOCATION

Region

(Select one or more)

- Main Street Cultural District (Downtown)
- Campustown District
- Iowa State University Property
- City Parks
- Other (please explain)

Please note that events occurring in the Downtown, Campustown, in City parks, or on ISU property require prior approvals. A letter of support will be required from CAA if the event occurs in Campustown or from MSCD if the event occurs in Downtown. Please contact the appropriate office well in advance:

-
Downtown - Main Street Cultural District: (515) 233-3472
Campustown - Campustown Action Association: (515) 450-8771
Iowa State University - Events Authorization Committee: (515) 294-1437

events@amesdowntown.org
director@amescampustown.com
eventauthorization@iastate.edu

CONTACTS

Host Organization

Worldly Goods

Local Contact (Required)

Must be present during event

Name: Andrea Gronau

Address: 223 Main St

Telephone: (515) 233-4568

Cell phone: (515) 708-0072

Must be available by cell phone during event

Email: worldlygoods@isunet.net

At least ten business days prior to the event, Organizer must submit Emergency Contact List, including names and numbers of all coordinators, volunteers, and location assigned to each.

Yes No

Is this an annual event? How many years have you been holding this event? _____

Is this event open to the public?

Is your event being held in conjunction with another event (e.g. *Farmers' Market, 4th of July*, etc.)?

If yes, please list

ITEM # 13
DATE: 07-26-16

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR “CAPTAIN MIDNIGHT’S RUN FOR CYSTIC FIBROSIS”

BACKGROUND:

Captain Midnight’s Run for Cystic Fibrosis 5k run/walk is an event that has taken place for the last nine years in north Ames. This year, the event will take place on Friday, September 2nd. Proceeds raised from the event benefit the Cystic Fibrosis Foundation. A map and letter from the organizers is attached.

The race is in its tenth year and continues to be a popular event. The race will take place on the following streets:

- 30th Street
- Hoover Avenue from 30th Street to Adams Street
- Top-O-Hollow Road from Hoover Avenue to Dawes Drive
- Dawes Drive from Top-O-Hollow Road to Adams Street
- Adams Street
- Edgewater Drive
- Edgewater Court

Due to the increasing number of runners each year, organizers have requested the closure of 30th Street at the start of the race to allow runners an opportunity to spread out. The rest of the race route will remain open to traffic. Cones will be used to delineate the race route. The closures are expected to last from approximately 7:00 p.m. to 7:45 p.m.

City staff has met with race organizers to discuss plans for the event. The Public Works Department will provide safety vests, cones and No Parking signs, as has been done in previous years. Police Department staff will assist with the street closures for this event.

Organizers will be working with North Grand Mall and Wal-Mart to address the closure of 30th Street and will bring notices door to door to inform affected residents along the route. CyRide has been contacted about the potential closure, and organizers will work with CyRide staff to ensure that the buses are not delayed.

ALTERNATIVES:

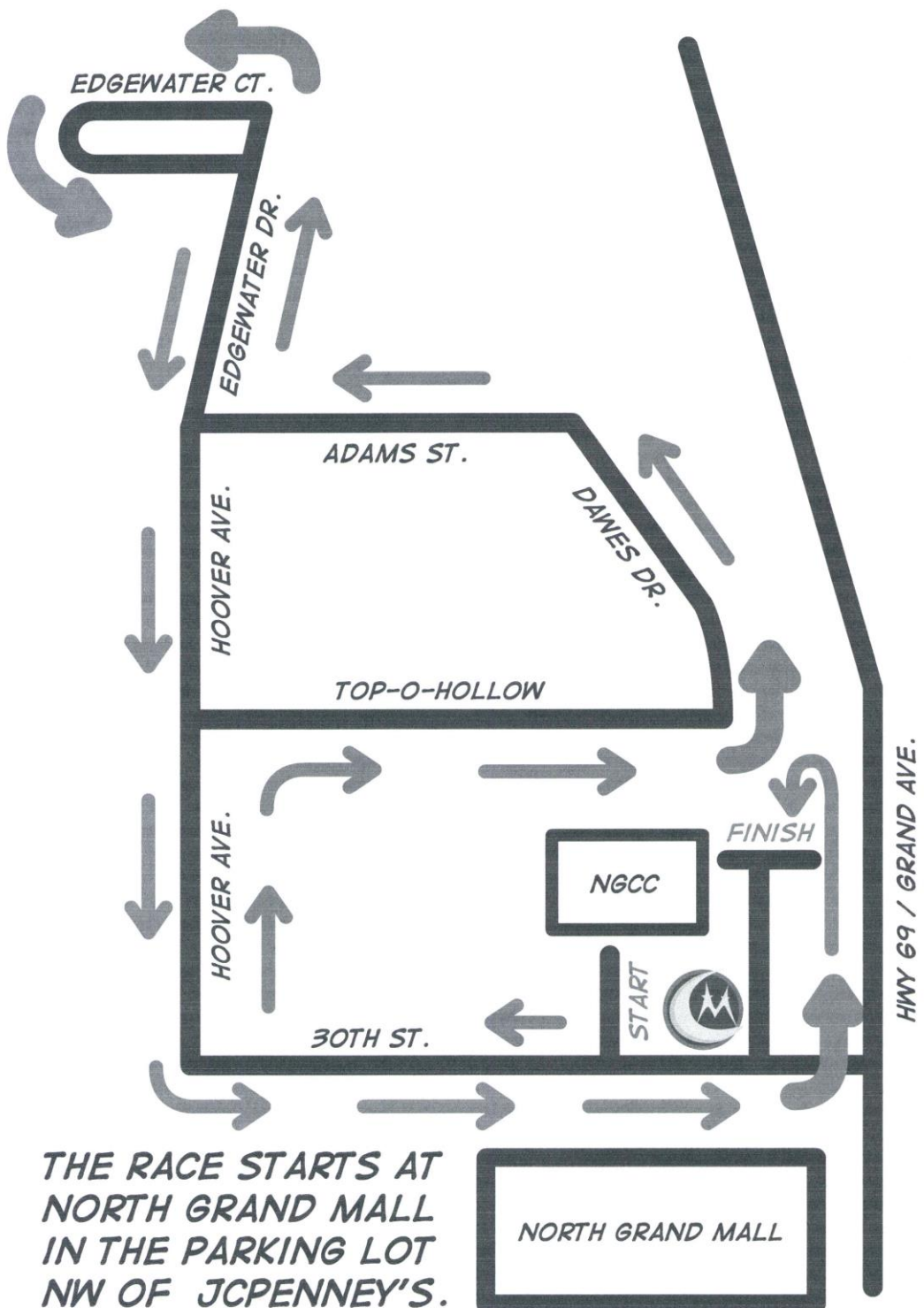
1. Approve the road closures for Captain Midnight’s Run for Cystic Fibrosis as submitted by the event organizers.

2. Do not approve the requests.

MANAGER'S RECOMMENDED ACTION:

This Run for Cystic Fibrosis is a popular and well-managed event that provides our residents with another opportunity to enjoy family-oriented outdoor activities. The event organizers have successfully held this event in the past.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the road closures for Captain Midnight's Run for Cystic Fibrosis as submitted by the event organizers.



**THE RACE STARTS AT
 NORTH GRAND MALL
 IN THE PARKING LOT
 NW OF JCPENNEY'S.**



SUMMARY OF EVENT

DESCRIPTION

Event Name Captain Midnight's Run for Cystic Fibrosis

Description

This is a 5k race through the streets and neighborhoods of North Ames. This race raises money that goes directly to the Iowa chapter of the Cystic Fibrosis Foundation.

The race starts in front of the North Grand Christian Church and the pre and post-race activities are held in the parking lot of the North Grand Mall.

- Event Category**
- Athletic/Recreation
 - Exhibits/Misc.
 - Festival/Celebration
 - Parade/Procession/March
 - Concert/Performance
 - Farmer/Outdoor Market
 - Other (please explain)
North Grand Mall/North Ames

Anticipated Attendance Total 500 Per Day _____

DATE/TIME

Setup	Date <u>9/2/16</u>	Time <u>2:00 pm</u>	Day of Week <u>Friday</u>
Event Starts	Date <u>9/2/16</u>	Time <u>7:00 pm</u>	Day of Week <u>Friday</u>
Event Ends	Date <u>9/2/16</u>	Time <u>9:00 pm</u>	Day of Week <u>Friday</u>
Teardown Complete	Date <u>9/2/16</u>	Time <u>9:30 pm</u>	Day of Week <u>Friday</u>

Rain Date, if applicable _____
Rain Location, if applicable _____

LOCATION

Region

(Select one or more)

- Main Street Cultural District (Downtown)
- Campustown District
- Iowa State University Property
- City Parks
- Other (please explain) North Grand Mall/North Ames

Please note that events occurring in the Downtown, Campustown, in City parks, or on ISU property require prior approvals. A letter of support will be required from CAA if the event occurs in Campustown or from MSCD if the event occurs in Downtown. Please contact the appropriate office well in advance:

Downtown - Main Street Cultural District: (515) 233-3472

events@amesdowntown.org

Campustown - Campustown Action Association: (515) 450-8771

director@amescampustown.com

Iowa State University - Events Authorization Committee: (515) 294-1437

eventauthorization@iastate.edu

CONTACTS

Host Organization

Cystic Fibrosis Foundation

Local Contact (Required)

Must be present during event

Name: Jeff Margrett

Address: 2966 Monroe Drive

Telephone: (515) 450-5697

Cell phone: (515) 708-5186

Email: jeffmargrett@hotmail.com Must be available by cell phone during event

At least ten business days prior to the event, Organizer must submit Emergency Contact List, including names and numbers of all coordinators, volunteers, and location assigned to each.

Yes No

Is this an annual event? How many years have you been holding this event? 10

Is this event open to the public?

Is your event being held in conjunction with another event (e.g. *Farmers' Market, 4th of July, etc.*)?

If yes, please list

COUNCIL ACTION FORM

SUBJECT: REQUESTS FROM HEALTHIEST AMES FOR OPEN STREETS EVENT

BACKGROUND:

On Sunday, October 2nd, the Healthiest Ames organization plans to host a wellness initiative called Open Streets. This event is intended to promote healthy activities, support local businesses, and encourage sustainable transport. To achieve this, activities such as wellness education, healthy food samples, and play activities will occur in the downtown area. Organizers expect up to 1,500 participants and plan to have 50 to 100 volunteers on hand to manage the activities. Healthiest Ames has held similar events in the past two years.

The event will take place from 1:00 p.m. to 4:00 p.m. on October 2nd. To facilitate this event, organizers have made the following requests:

- Closure of Main Street between Pearle Avenue and Douglas Avenue, from 8:00 a.m. to 5:00 p.m.
- Closure of 168 on-street metered parking spaces and 118 parking spaces in Depot Lot V
- A blanket Temporary Obstruction Permit
- Use of electricity from City-owned electrical outlets along Main Street and waiver of electrical costs (approximately \$5 loss to the Electric Fund)

Although vendors will be providing samples at the event, no money will change hands. Therefore, a Vending Permit is not required. **Additionally, because the event takes place on a Sunday, no parking meter revenues will be affected.** Event organizers have met with Main Street Cultural District (MSCD) staff regarding this event and MSCD has provided a letter of support. Healthiest Ames has obtained liability insurance for the event.

The organizers have provided a sample notification letter for each affected business and plan to go door-to-door to communicate with businesses and residents who may be affected by the activities.

ALTERNATIVES:

1. Approve the Healthy Streets Event requests for October 2nd, including the street and parking closures, blanket Temporary Obstruction Permit, use of electricity and waiver of fees.

2. Approve the requests, but require \$5 reimbursement for the use of City electrical outlets.
3. Do not approve the requests.

MANAGER'S RECOMMENDED ACTION:

The proposed event is being conducted by a City-sponsored organization to promote healthy activities, nutrition, and lifestyles. It is a community event open to the public and will help draw residents to the downtown area. This event is endorsed by the Main Street Cultural District.

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



Healthiest Ames
4788 Copperstone Drive
Ames, Iowa 50010

June 29, 2016

City of Ames
515 Clark Avenue
Ames, Iowa 50010

Dear Honorable Mayor Campbell and City Council,

Healthiest Ames is planning to host Open Streets on Sunday, October 2, 2016. The event will be hosted on Main Street from 1-4PM. This will be the fourth Open Streets hosted by Healthiest Ames and significant effort has been made to add new activities and improve the event to further increase participation.

The event route will start at Douglas Avenue and run to East of Pearl Avenue. We will need to access electricity for a stage on the South end of Burnett Avenue near Tom Evans Park. The stage will be used for fitness demonstrations such as Zumba, yoga, and cardio dance.

Healthiest Ames is asking the city to waive electric fees for the stage. We appreciate all the support we have received from the City of Ames, and hope to continue hosting these events to make Ames one of the healthiest communities in Iowa.

Sincerely,

Healthiest Ames



June 22, 2016

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

Dear Mayor Campbell and City Council,

The Main Street Cultural District supports the closure of Main Street from Douglas to Pearle, in downtown Ames, for the Healthiest Ames event on Sunday, October 2 from 1pm to 4pm. We are excited to see the activity hubs, fitness demonstrations, and the overall promotion of physical activity in the heart of our downtown community.

Sincerely,

A handwritten signature in blue ink that reads "Cliff Smith".

Cliff Smith
2016 MSCD Board President



CITY OF

Ames™ SPECIAL EVENT APPLICATION

SUMMARY OF EVENT

DESCRIPTION

Event Name Open Streets

Description

Open Streets events temporarily close streets to automobile traffic to encourage people to use them for walking, bicycling, playing, socializing, and wellness education. The initial Open Streets event was held in 1974 in Bogota, Columbia and now events exist in over 90 cities throughout the nation, including: New York, Los Angeles, Minneapolis, Madison, Chicago, and Houston. Open Streets events are becoming increasingly common in cities seeking innovative and fun ways to achieve environmental, social, economic, and public health goals as well as innovative ways to promote healthy living, support local businesses and encourage sustainable transport!

Event Category

- Athletic/Recreation
- Exhibits/Misc.
- Festival/Celebration
- Parade/Procession/March
- Concert/Performance
- Farmer/Outdoor Market
- Other (please explain)

Anticipated Attendance

Total 1,500 Per Day 1,500

DATE/TIME

Setup	Date <u>10/2/2016</u>	Time <u>8:00 AM</u>	Day of Week <u>Sunday</u>
Event Starts	Date <u>10/2/2016</u>	Time <u>1:00 PM</u>	Day of Week <u>Sunday</u>
Event Ends	Date <u>10/02/2016</u>	Time <u>4:00 PM</u>	Day of Week <u>Sunday</u>
Teardown Complete	Date <u>10/02/2016</u>	Time <u>5:00 PM</u>	Day of Week <u>Sunday</u>

Rain Date, if applicable _____

Rain Location, if applicable N/A

LOCATION

Region

(Select one or more)

- Main Street Cultural District (Downtown)
- Campustown District
- Iowa State University Property
- City Parks
- Other (please explain)

Please note that events occurring in the Downtown, Campustown, in City parks, or on ISU property require prior approvals. A letter of support will be required from CAA if the event occurs in Campustown or from MSCD if the event occurs in Downtown.

Please contact the appropriate office well in advance:

-
Downtown - Main Street Cultural District: (515) 233-3472 events@amesdowntown.org
Campustown - Campustown Action Association: (515) 450-8771 director@amescampustown.com
Iowa State University - Events Authorization Committee: (515) 294-1437 eventauthorization@iastate.edu

CONTACTS

Host Organization

Healthiest Ames

Local Contact (Required)

Must be present during event

Name: John Shierholz

Address: 4788 Copperstone Drive, Ames, IA 50010

Telephone: (515) 232-5445

Cell phone: () _____

Must be available by cell phone during event

Email: jshierholz@mediacombb.net

At least ten business days prior to the event, Organizer must submit Emergency Contact List, including names and numbers of all coordinators, volunteers, and location assigned to each.

Yes No

Is this an annual event? How many years have you been holding this event? 2

Is this event open to the public?

Is your event being held in conjunction with another event (e.g. *Farmers' Market, 4th of July*, etc.)?

If yes, please list

To: Mayor and City Council

From: Roger Wisecup, CPA
City Treasurer

Date: July 8, 2016

Subject: Investment Report for Fiscal Year Ending June 30, 2016

Introduction

The purpose of this memorandum is to present a report summarizing the performance of the City of Ames investment portfolio for the fiscal year ending June 30, 2016.

Discussion

This report covers the period ending June 30, 2016, and presents a summary of the investments on hand at the end of June 2016. The investments are valued at amortized cost; this reflects the same basis that the assets are carried on the financial records of the City. All investments are in compliance with the current Investment Policy.

Comments

The Federal Reserve has continued to maintain its target rate for federal funds at 0.25 - 0.50 percent. While rates remain low, future investments can be made at slightly higher interest rates and future interest income should increase. The current outlook has the Federal Reserve possibly raising the target rate by the end of 2016. We will continue to evaluate our current investment strategy, remaining flexible to future investments should the Federal Reserve continue to raise the target rate.

A brief comparison of fiscal year 2015 to fiscal year 2016 follows:

	<u>FY15</u>	<u>FY16</u>	<u>Increase</u>
Interest Income	\$815,556	\$978,738	\$163,182
Portfolio Effective Rate of Return	0.75%	0.96%	0.21%

CITY OF AMES, IOWA

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

**FOR THE FISCAL YEAR ENDED JUNE 30, 2016
AND THE ACCUMULATED YEAR-TO-DATE**

DESCRIPTION	BOOK VALUE	MARKET VALUE	UN-REALIZED GAIN/(LOSS)
CERTIFICATES OF DEPOSIT			0
FEDERAL AGENCY DISCOUNTS	6,823,140	6,958,280	135,140
FEDERAL AGENCY SECURITIES	77,919,230	78,118,704	199,474
INVESTMENT POOLS			0
COMMERCIAL PAPER	4,469,672	4,473,900	4,228
PASS THRU SECURITIES PAC/CMO			0
MONEY FUND SAVINGS ACCOUNTS	11,406,523	11,406,523	0
CORPORATE BONDS			0
US TREASURY SECURITIES	9,961,702	10,064,898	103,196
INVESTMENTS	110,580,266	111,022,305	442,039
CASH ACCOUNTS	22,486,596	22,486,596	
TOTAL FUNDS AVAILABLE	133,066,863	133,508,902	442,039

ACCRUAL BASIS INVESTMENT EARNINGS

YR-TO-DATE

GROSS EARNINGS ON INVESTMENTS:

923,723

INTEREST EARNED ON CASH:

55,015

TOTAL INTEREST EARNED:

978,738



**Investments FY 2015-2016
Portfolio Management
Portfolio Summary
June 30, 2016**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market	7,378,705.85	7,378,705.85	7,378,705.85	6.67	1	1	0.367	0.372
Passbook/Checking Accounts	4,027,817.06	4,027,817.06	4,027,817.06	3.64	1	1	0.247	0.250
Commercial Paper Disc. -Amortizing	4,500,000.00	4,473,900.00	4,469,671.52	4.04	267	231	1.075	1.090
Federal Agency Coupon Securities	77,813,000.00	78,118,704.00	77,919,229.69	70.46	1,163	738	1.040	1.054
Federal Agency Disc. -Amortizing	7,000,000.00	6,958,280.00	6,823,140.00	6.17	1,189	335	0.775	0.786
Treasury Coupon Securities	10,000,000.00	10,064,898.14	9,961,702.10	9.01	1,294	662	1.095	1.110
Investments	110,719,522.91	111,022,305.05	110,580,266.22	100.00%	1,020	610	0.956	0.969

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	87,938.18	923,723.16	923,723.16
Average Daily Balance	111,057,673.00		
Effective Rate of Return	0.96%		

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

Roger J. Wisecup II 7-8-16
Roger J Wisecup II, City Treasurer

**US TREASURY CONSTANT MATURITY RATES
PERIOD ENDING JUNE 30, 2016
3 YEAR COMPARISON**

	June 30, 2016	June 30, 2015	June 30, 2014
3 Months	0.27%	0.01%	0.03%
6 Months	0.36%	0.11%	0.06%
1 Year	0.45%	0.28%	0.11%
2 Years	0.60%	0.64%	0.46%
3 Years	0.71%	1.01%	0.90%
5 Years	1.01%	1.63%	1.64%

Reporting period 06/01/2016-06/30/2016

Run Date: 07/11/2016 - 16:12

Portfolio 2016
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PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5

Investments FY 2015-2016
Portfolio Management
Portfolio Details - Investments
June 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Money Market												
SYS4531558874A	4531558874A	Great Western Bank			2,133,103.93	2,133,103.93	2,133,103.93	0.550	0.542	0.550	1	
SYS4531558874B	4531558874B	Great Western Bank			5,245,601.92	5,245,601.92	5,245,601.92	0.300	0.296	0.300	1	
Subtotal and Average			7,378,189.88		7,378,705.85	7,378,705.85	7,378,705.85		0.367	0.372	1	
Passbook/Checking Accounts												
SYS6952311634B	6952311634B	Wells Fargo			4,027,817.06	4,027,817.06	4,027,817.06	0.250	0.247	0.250	1	
Subtotal and Average			4,027,680.23		4,027,817.06	4,027,817.06	4,027,817.06		0.247	0.250	1	
Commercial Paper Disc. -Amortizing												
46640PPH0	0721-16	JP Morgan Commercial Paper		05/26/2016	4,500,000.00	4,473,900.00	4,469,671.52	1.050	1.075	1.090	231	02/17/2017
Subtotal and Average			5,401,011.80		4,500,000.00	4,473,900.00	4,469,671.52		1.075	1.090	231	
Federal Agency Coupon Securities												
3133EA4G0	0610-12	Federal Farm Credit		10/11/2012	1,000,000.00	999,900.00	1,000,000.00	0.700	0.690	0.700	284	04/11/2017
3133EA4H8	0614-12	Federal Farm Credit		10/19/2012	1,500,000.00	1,500,000.00	1,500,000.00	0.820	0.809	0.820	375	07/11/2017
3133EA4H8	0617-12	Federal Farm Credit		11/16/2012	890,000.00	890,000.00	890,000.00	0.820	0.809	0.820	375	07/11/2017
3133ECQT4	0636-13	Federal Farm Credit		05/30/2013	2,000,000.00	2,000,000.00	2,000,000.00	0.750	0.740	0.750	333	05/30/2017
3133ECP40	0694-15	Federal Farm Credit		09/23/2015	2,000,000.00	1,998,600.00	1,999,474.40	0.640	0.662	0.671	312	05/09/2017
3133EEJ43	0706-15	Federal Farm Credit		10/20/2015	1,000,000.00	1,000,800.00	1,000,880.29	0.650	0.539	0.546	311	05/08/2017
313379FW4	0697-15	Federal Home Loan Bank		09/24/2015	765,000.00	767,907.00	767,165.26	1.000	0.687	0.696	343	06/09/2017
3130A3P40	0698-15	Federal Home Loan Bank		09/24/2015	400,000.00	400,920.00	400,614.10	0.875	0.711	0.721	367	07/03/2017
3130A5EP0	0700-15	Federal Home Loan Bank		10/02/2015	1,000,000.00	1,000,300.00	1,000,407.12	0.625	0.572	0.580	333	05/30/2017
3130A3J70	0707-15A	Federal Home Loan Bank		10/26/2015	1,000,000.00	1,000,700.00	1,001,009.04	0.625	0.363	0.368	145	11/23/2016
3130A3J70	0707-15B	Federal Home Loan Bank		10/26/2015	500,000.00	500,350.00	500,504.52	0.625	0.363	0.368	145	11/23/2016
3130A5EP0	0708-15	Federal Home Loan Bank		11/09/2015	3,000,000.00	3,000,900.00	2,995,689.57	0.625	0.773	0.783	333	05/30/2017
3130A87B3	0722-16	Federal Home Loan Bank		05/27/2016	2,000,000.00	2,000,600.00	2,000,000.00	1.000	0.986	1.000	698	05/30/2018
3137EADG1	0674-14	Federal Home Loan Mortgage Co.		10/21/2014	1,000,000.00	1,026,700.00	1,008,220.01	1.750	1.437	1.457	1,063	05/30/2019
3137EADG1	0679-15	Federal Home Loan Mortgage Co.		04/27/2015	3,000,000.00	3,080,100.00	3,042,301.83	1.750	1.235	1.252	1,063	05/30/2019
3134G6R88	0686-15	Federal Home Loan Mortgage Co.		05/26/2015	2,000,000.00	2,000,800.00	1,999,746.43	1.250	1.240	1.257	693	05/25/2018
3134G7C58	0695-15	Federal Home Loan Mortgage Co.		09/28/2015	2,000,000.00	2,000,000.00	1,999,689.58	0.800	0.801	0.813	454	09/28/2017
3134G7C58	0699-15	Federal Home Loan Mortgage Co.		09/28/2015	1,000,000.00	1,000,000.00	1,000,000.00	0.800	0.789	0.800	454	09/28/2017
3134G45W4	0703-15	Federal Home Loan Mortgage Co.		10/15/2015	4,200,000.00	4,224,780.00	4,212,948.10	1.000	0.825	0.836	697	05/29/2018
3134G6Y31	0704-15	Federal Home Loan Mortgage Co.		10/15/2015	1,270,000.00	1,272,921.00	1,274,620.64	1.150	0.942	0.956	693	05/25/2018
3137EADG1	0705-15	Federal Home Loan Mortgage Co.		10/15/2015	5,000,000.00	5,133,500.00	5,089,024.33	1.750	1.109	1.125	1,063	05/30/2019
3134G8Z69	0716-16	Federal Home Loan Mortgage Co.		04/29/2016	5,000,000.00	5,000,500.00	4,999,043.06	1.500	1.485	1.505	1,398	04/29/2020
3134G9CD7	0717-16	Federal Home Loan Mortgage Co.		05/19/2016	2,000,000.00	2,000,200.00	2,000,000.00	1.750	1.726	1.750	1,783	05/19/2021

Portfolio 2016
AC
PM (PRF_PM2) 7.3.0

**Investments FY 2015-2016
Portfolio Management
Portfolio Details - Investments
June 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupon Securities												
3134G9CD7	0718-16	Federal Home Loan Mortgage Co.		05/19/2016	2,000,000.00	2,000,200.00	2,000,000.00	1.750	1.726	1.750	1,783	05/19/2021
3134G9KU0	0719-16	Federal Home Loan Mortgage Co.		05/25/2016	3,500,000.00	3,500,700.00	3,499,667.50	1.000	0.991	1.005	693	05/25/2018
3134G9MN4	0720-16	Federal Home Loan Mortgage Co.		05/26/2016	1,000,000.00	1,000,200.00	1,000,000.00	1.500	1.479	1.500	1,425	05/26/2020
3134G9KW6	0723-16	Federal Home Loan Mortgage Co.		06/10/2016	1,000,000.00	1,000,725.00	1,000,279.21	1.350	1.339	1.357	1,243	11/26/2019
3134G9JK4	0725-16	Federal Home Loan Mortgage Co.		06/10/2016	2,000,000.00	2,001,275.00	2,001,167.89	1.125	1.103	1.119	878	11/26/2018
3134G9UF2	0726-16	Federal Home Loan Mortgage Co.		06/28/2016	1,000,000.00	1,000,300.00	1,000,249.07	1.050	1.025	1.039	819	09/28/2018
3134G9WU7	0727-16	Federal Home Loan Mortgage Co.		06/28/2016	1,000,000.00	999,000.00	1,000,000.00	0.800	0.789	0.800	545	12/28/2017
3135G0TD5	0620-12A	Federal Nat'l Mtg. Assoc.		12/31/2012	1,500,000.00	1,500,450.00	1,500,000.00	1.000	0.986	1.000	545	12/28/2017
3135G0TD5	0620-12B	Federal Nat'l Mtg. Assoc.		12/31/2012	1,000,000.00	1,000,300.00	1,000,000.00	1.000	0.986	1.000	545	12/28/2017
3136G1BU2	0629-13	Federal Nat'l Mtg. Assoc.		04/05/2013	2,000,000.00	2,000,200.00	2,000,727.96	0.850	0.811	0.822	486	10/30/2017
3135G0WU3	0635-13A	Federal Nat'l Mtg. Assoc.		05/15/2013	1,500,000.00	1,500,300.00	1,500,000.00	0.750	0.740	0.750	318	05/15/2017
3135G0WU3	0635-13B	Federal Nat'l Mtg. Assoc.		05/15/2013	1,000,000.00	1,000,200.00	1,000,000.00	0.750	0.740	0.750	318	05/15/2017
3135G0WJ8	0663-14	Federal Nat'l Mtg. Assoc.		04/17/2014	5,000,000.00	5,019,000.00	4,949,439.28	0.875	1.559	1.581	689	05/21/2018
3135G0XP3	0666-14	Federal Nat'l Mtg. Assoc.		07/21/2014	1,000,000.00	1,000,000.00	999,991.14	0.375	0.449	0.455	4	07/05/2016
3135G0XM0	0671-14	Federal Nat'l Mtg. Assoc.		10/21/2014	2,000,000.00	2,000,600.00	1,995,644.39	1.125	1.225	1.242	693	05/25/2018
3135G0XM0	0676-14	Federal Nat'l Mtg. Assoc.		12/02/2014	2,000,000.00	2,000,600.00	1,997,215.96	1.125	1.184	1.200	693	05/25/2018
3135G0CM3	0696-15	Federal Nat'l Mtg. Assoc.		09/23/2015	2,788,000.00	2,793,576.00	2,793,509.01	1.250	0.424	0.430	89	09/28/2016
3136G3AU9	0714-16	Federal Nat'l Mtg. Assoc.		02/26/2016	3,000,000.00	3,000,600.00	3,000,000.00	1.250	1.233	1.250	1,057	05/24/2019
Subtotal and Average			78,068,416.79		77,813,000.00	78,118,704.00	77,919,229.69		1.040	1.054	738	
Federal Agency Disc. -Amortizing												
31359MEL3	0630-13	Federal Nat'l Mtg. Assoc.		04/10/2013	2,000,000.00	1,988,080.00	1,946,960.00	0.631	0.641	0.650	335	06/01/2017
31359MEL3	0661-14	Federal Nat'l Mtg. Assoc.		03/14/2014	4,000,000.00	3,976,160.00	3,886,200.00	0.872	0.888	0.900	335	06/01/2017
31359MEL3	0701-15	Federal Nat'l Mtg. Assoc.		10/02/2015	1,000,000.00	994,040.00	989,980.00	0.593	0.598	0.606	335	06/01/2017
Subtotal and Average			6,823,140.00		7,000,000.00	6,958,280.00	6,823,140.00		0.775	0.786	335	
Treasury Coupon Securities												
912828SY7	0651-13	U.S. Treasury		12/23/2013	3,000,000.00	3,002,940.00	2,992,015.94	0.625	0.909	0.921	334	05/31/2017
912828VE7	0662-14	U.S. Treasury		03/21/2014	2,000,000.00	2,015,620.00	1,983,665.67	1.000	1.421	1.441	699	05/31/2018
912828SX9	0673-14	U.S. Treasury		10/21/2014	3,000,000.00	3,037,260.00	2,980,737.52	1.125	1.334	1.353	1,064	05/31/2019
912828M72	0724-16	U.S. Treasury		06/10/2016	2,000,000.00	2,009,078.14	2,005,282.97	0.875	0.694	0.704	517	11/30/2017
Subtotal and Average			9,359,234.30		10,000,000.00	10,064,898.14	9,961,702.10		1.095	1.110	662	

**Investments FY 2015-2016
Portfolio Management
Portfolio Details - Investments
June 30, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity
Total and Average			111,057,673.00		110,719,522.91	111,022,305.05	110,580,266.22		0.956	0.969	610

Investments FY 2015-2016
Portfolio Management
Investment Status Report - Investments
June 30, 2016

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Money Market												
SYS4531558874A	4531558874A	GWB	2,133,103.93	0.550			0.542	0.550	07/01 - Monthly		2,133,103.93	2,133,103.93
SYS4531558874B	4531558874B	GWB	5,245,601.92	0.300			0.296	0.300	07/01 - Monthly		5,245,601.92	5,245,601.92
Money Market Totals			7,378,705.85				0.367	0.372		0.00	7,378,705.85	7,378,705.85
Passbook/Checking Accounts												
SYS6952311634B	6952311634B	WF	4,027,817.06	0.250			0.247	0.250	10/31 - Monthly		4,027,817.06	4,027,817.06
Passbook/Checking Accounts Totals			4,027,817.06				0.247	0.250		0.00	4,027,817.06	4,027,817.06
Commercial Paper Disc. -Amortizing												
46640PPHO	0721-16	JPM	4,500,000.00	1.050	02/17/2017	05/26/2016	1.075	1.090	02/17 - At Maturity		4,464,945.00	4,469,671.52
Commercial Paper Disc. -Amortizing Totals			4,500,000.00				1.075	1.090		0.00	4,464,945.00	4,469,671.52
Federal Agency Coupon Securities												
3133EA4G0	0610-12	FFCB	1,000,000.00	0.700	04/11/2017	10/11/2012	0.690	0.700	04/11 - 10/11		1,000,000.00	1,000,000.00
3133EA4H8	0614-12	FFCB	1,500,000.00	0.820	07/11/2017	10/19/2012	0.809	0.820	01/11 - 07/11	Received	1,500,000.00	1,500,000.00
3133EA4H8	0617-12	FFCB	890,000.00	0.820	07/11/2017	11/16/2012	0.809	0.820	01/11 - 07/11	Received	890,000.00	890,000.00
3133ECQT4	0636-13	FFCB	2,000,000.00	0.750	05/30/2017	05/30/2013	0.740	0.750	11/30 - 05/30		2,000,000.00	2,000,000.00
3133ECP40	0694-15	FFCB	2,000,000.00	0.640	05/09/2017	09/23/2015	0.662	0.671	11/09 - 05/09	Received	1,999,000.00	1,999,474.40
3133EEJ43	0706-15	FFCB	1,000,000.00	0.650	05/08/2017	10/20/2015	0.539	0.546	11/08 - 05/08	Received	1,001,600.00	1,000,880.29
313379FW4	0697-15	FHLB	765,000.00	1.000	06/09/2017	09/24/2015	0.687	0.696	12/09 - 06/09	Received	768,939.75	767,165.26
3130A3P40	0698-15	FHLB	400,000.00	0.875	07/03/2017	09/24/2015	0.711	0.721	01/03 - 07/03	Received	401,084.00	400,614.10
3130A5EP0	0700-15	FHLB	1,000,000.00	0.625	05/30/2017	10/02/2015	0.572	0.580	11/30 - 05/30	Received	1,000,740.00	1,000,407.12
3130A3J70	0707-15A	FHLB	1,000,000.00	0.625	11/23/2016	10/26/2015	0.363	0.368	11/23 - 05/23	Received	1,002,750.00	1,001,009.04
3130A3J70	0707-15B	FHLB	500,000.00	0.625	11/23/2016	10/26/2015	0.363	0.368	11/23 - 05/23	Received	501,375.00	500,504.52
3130A5EP0	0708-15	FHLB	3,000,000.00	0.625	05/30/2017	11/09/2015	0.773	0.783	11/30 - 05/30	Received	2,992,650.00	2,995,689.57
3130A87B3	0722-16	FHLB	2,000,000.00	1.000	05/30/2018	05/27/2016	0.986	1.000	11/30 - 05/30		2,000,000.00	2,000,000.00
3137EADG1	0674-14	FHLMC	1,000,000.00	1.750	05/30/2019	10/21/2014	1.437	1.457	11/30 - 05/30	Received	1,013,000.00	1,008,220.01
3137EADG1	0679-15	FHLMC	3,000,000.00	1.750	05/30/2019	04/27/2015	1.235	1.252	05/30 - 11/30	Received	3,059,400.00	3,042,301.83
3134G6R88	0686-15	FHLMC	2,000,000.00	1.250	05/25/2018	05/26/2015	1.240	1.257	11/25 - 05/25		1,999,600.00	1,999,746.43
3134G7C58	0695-15	FHLMC	2,000,000.00	0.800	09/28/2017	09/28/2015	0.801	0.813	03/28 - 09/28		1,999,500.00	1,999,689.58
3134G7C58	0699-15	FHLMC	1,000,000.00	0.800	09/28/2017	09/28/2015	0.789	0.800	03/28 - 09/28		1,000,000.00	1,000,000.00
3134G45W4	0703-15	FHLMC	4,200,000.00	1.000	05/29/2018	10/15/2015	0.825	0.836	11/29 - 05/29	Received	4,217,766.00	4,212,948.10
3134G6Y31	0704-15	FHLMC	1,270,000.00	1.150	05/25/2018	10/15/2015	0.942	0.956	11/25 - 05/25	Received	1,276,350.00	1,274,620.64
3137EADG1	0705-15	FHLMC	5,000,000.00	1.750	05/30/2019	10/15/2015	1.109	1.125	11/30 - 05/30	Received	5,110,750.00	5,089,024.33
3134G8Z69	0716-16	FHLMC	5,000,000.00	1.500	04/29/2020	04/29/2016	1.485	1.505	10/29 - 04/29		4,999,000.00	4,999,043.06

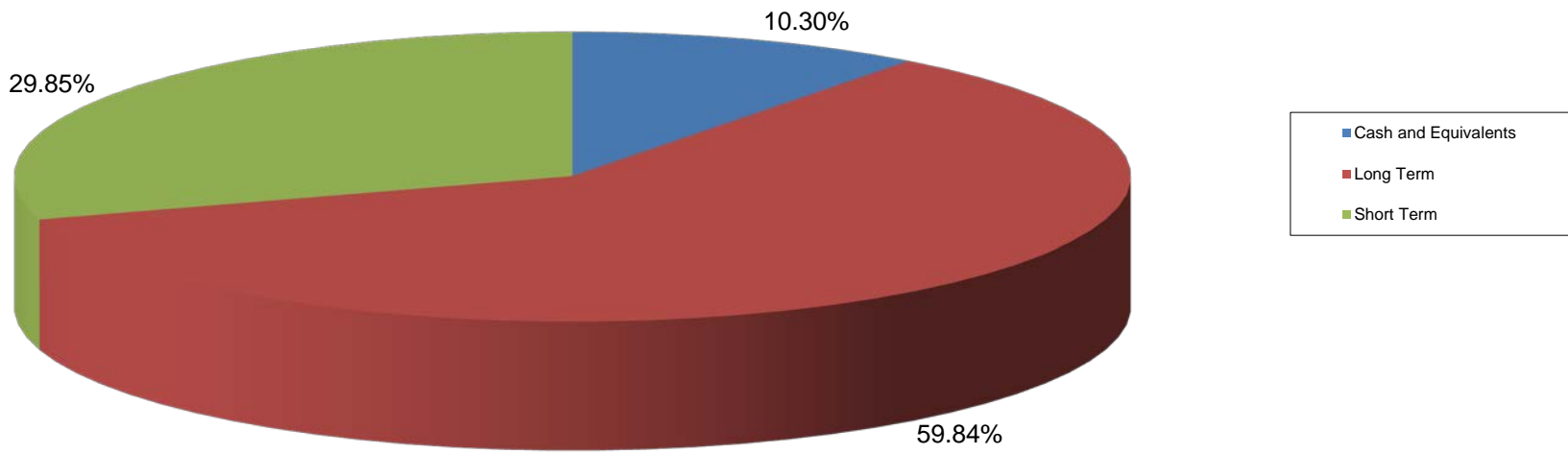
Investments FY 2015-2016
Portfolio Management
Investment Status Report - Investments
June 30, 2016

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Coupon Securities												
3134G9CD7	0717-16	FHLMC	2,000,000.00	1.750	05/19/2021	05/19/2016	1.726	1.750	11/19 - 05/19		2,000,000.00	2,000,000.00
3134G9CD7	0718-16	FHLMC	2,000,000.00	1.750	05/19/2021	05/19/2016	1.726	1.750	11/19 - 05/19		2,000,000.00	2,000,000.00
3134G9KU0	0719-16	FHLMC	3,500,000.00	1.000	05/25/2018	05/25/2016	0.991	1.005	11/25 - 05/25		3,499,650.00	3,499,667.50
3134G9MN4	0720-16	FHLMC	1,000,000.00	1.500	05/26/2020	05/26/2016	1.479	1.500	11/26 - 05/26		1,000,000.00	1,000,000.00
3134G9KW6	0723-16	FHLMC	1,000,000.00	1.350	11/26/2019	06/10/2016	1.339	1.357	11/26 - 05/26	525.00	999,750.00	1,000,279.21
3134G9JK4	0725-16	FHLMC	2,000,000.00	1.125	11/26/2018	06/10/2016	1.103	1.119	11/26 - 05/26	875.00	2,000,300.00	2,001,167.89
3134G9UF2	0726-16	FHLMC	1,000,000.00	1.050	09/28/2018	06/28/2016	1.025	1.039	09/28 - 03/28		1,000,250.00	1,000,249.07
3134G9WU7	0727-16	FHLMC	1,000,000.00	0.800	12/28/2017	06/28/2016	0.789	0.800	12/28 - 06/28		1,000,000.00	1,000,000.00
3135G0TD5	0620-12A	FNMA	1,500,000.00	1.000	12/28/2017	12/31/2012	0.986	1.000	06/28 - 12/28		1,500,000.00	1,500,000.00
3135G0TD5	0620-12B	FNMA	1,000,000.00	1.000	12/28/2017	12/31/2012	0.986	1.000	06/28 - 12/28		1,000,000.00	1,000,000.00
3136G1BU2	0629-13	FNMA	2,000,000.00	0.850	10/30/2017	04/05/2013	0.811	0.822	04/30 - 10/30	Received	2,002,500.00	2,000,727.96
3135G0WU3	0635-13A	FNMA	1,500,000.00	0.750	05/15/2017	05/15/2013	0.740	0.750	11/15 - 05/15		1,500,000.00	1,500,000.00
3135G0WU3	0635-13B	FNMA	1,000,000.00	0.750	05/15/2017	05/15/2013	0.740	0.750	11/15 - 05/15		1,000,000.00	1,000,000.00
3135G0WJ8	0663-14	FNMA	5,000,000.00	0.875	05/21/2018	04/17/2014	1.559	1.581	05/21 - 11/21	Received	4,890,402.20	4,949,439.28
3135G0XP3	0666-14	FNMA	1,000,000.00	0.375	07/05/2016	07/21/2014	0.449	0.455	01/05 - 07/05	Received	998,440.00	999,991.14
3135G0XM0	0671-14	FNMA	2,000,000.00	1.125	05/25/2018	10/21/2014	1.225	1.242	11/25 - 05/25	Received	1,991,760.00	1,995,644.39
3135G0XM0	0676-14	FNMA	2,000,000.00	1.125	05/25/2018	12/02/2014	1.184	1.200	05/25 - 11/25	Received	1,994,900.00	1,997,215.96
3135G0CM3	0696-15	FNMA	2,788,000.00	1.250	09/28/2016	09/23/2015	0.424	0.430	09/28 - 03/28	Received	2,811,112.52	2,793,509.01
3136G3AU9	0714-16	FNMA	3,000,000.00	1.250	05/24/2019	02/26/2016	1.233	1.250	05/24 - 11/24	Received	3,000,000.00	3,000,000.00
Federal Agency Coupon Securities Totals			77,813,000.00				1.040	1.054		1,400.00	77,922,569.47	77,919,229.69
Federal Agency Disc. -Amortizing												
31359MEL3	0630-13	FNMA	2,000,000.00	0.631	06/01/2017	04/10/2013	0.641	0.650	/ - Final Pmt.		1,946,960.00	1,946,960.00
31359MEL3	0661-14	FNMA	4,000,000.00	0.872	06/01/2017	03/14/2014	0.888	0.900	/ - Final Pmt.		3,886,200.00	3,886,200.00
31359MEL3	0701-15	FNMA	1,000,000.00	0.593	06/01/2017	10/02/2015	0.598	0.606	/ - Final Pmt.		989,980.00	989,980.00
Federal Agency Disc. -Amortizing Totals			7,000,000.00				0.775	0.786		0.00	6,823,140.00	6,823,140.00
Treasury Coupon Securities												
912828SY7	0651-13	US TRE	3,000,000.00	0.625	05/31/2017	12/23/2013	0.909	0.921	05/31 - 11/30	Received	2,970,000.00	2,992,015.94
912828VE7	0662-14	US TRE	2,000,000.00	1.000	05/31/2018	03/21/2014	1.421	1.441	05/31 - 11/30	Received	1,964,200.00	1,983,665.67
912828SX9	0673-14	US TRE	3,000,000.00	1.125	05/31/2019	10/21/2014	1.334	1.353	11/30 - 05/31	Received	2,969,531.25	2,980,737.52
912828M72	0724-16	US TRE	2,000,000.00	0.875	11/30/2017	06/10/2016	0.694	0.704	11/30 - 05/31	478.14	2,005,000.00	2,005,282.97
Treasury Coupon Securities Totals			10,000,000.00				1.095	1.110		478.14	9,908,731.25	9,961,702.10

**Investments FY 2015-2016
Portfolio Management
Investment Status Report - Investments
June 30, 2016**

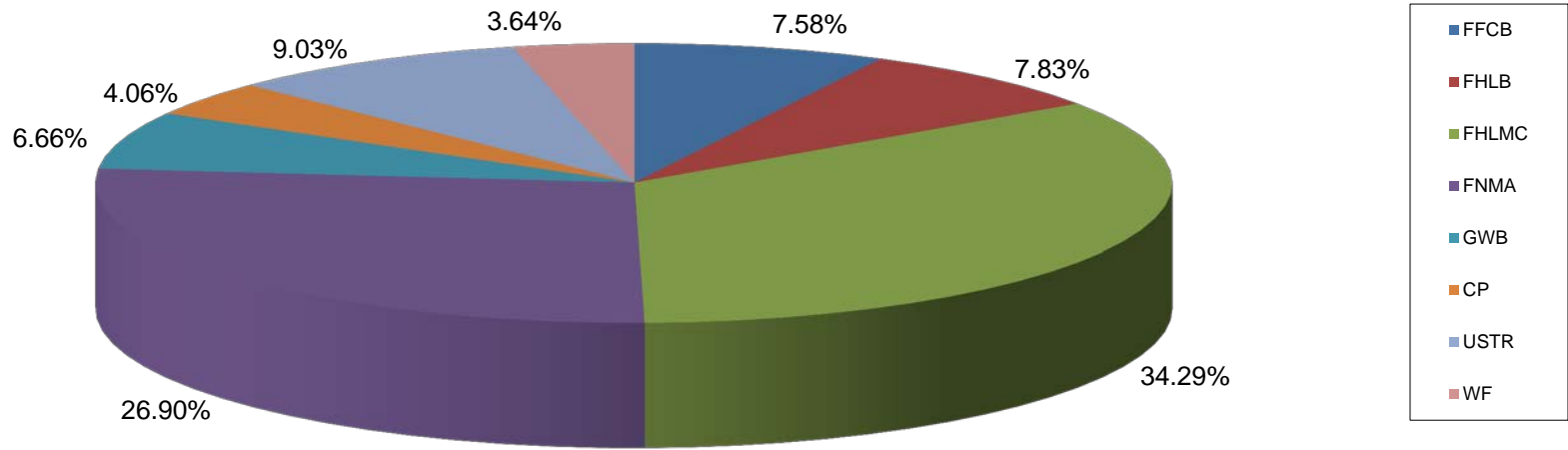
CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Investment Totals			110,719,522.91				0.956	0.969		1,878.14	110,525,908.63	110,580,266.22

Portfolio by Asset Class



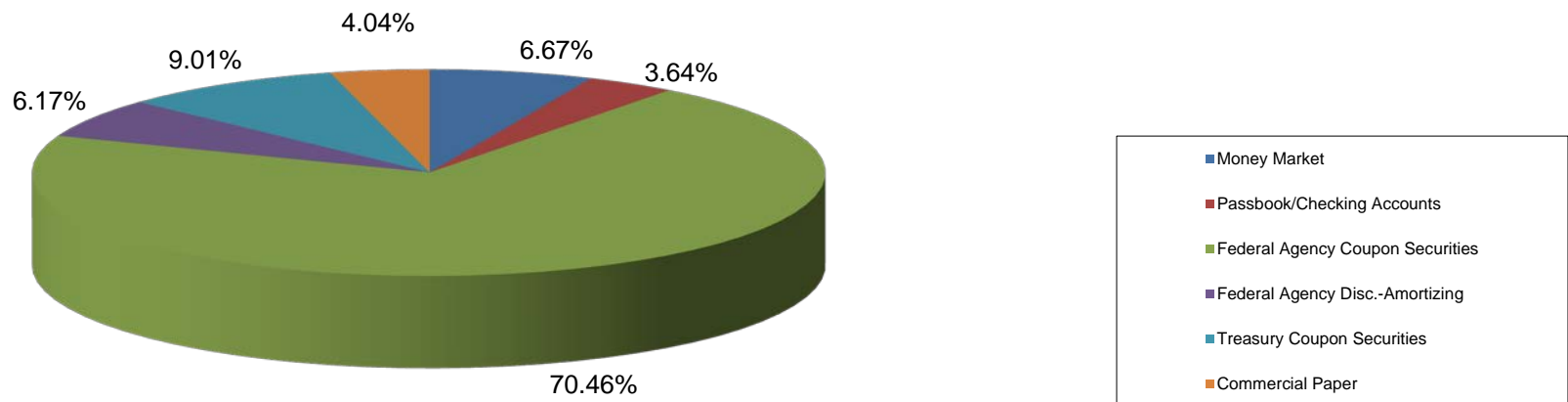
For Fiscal Year Ending June 30, 2016

Par Value by Issuer Graph



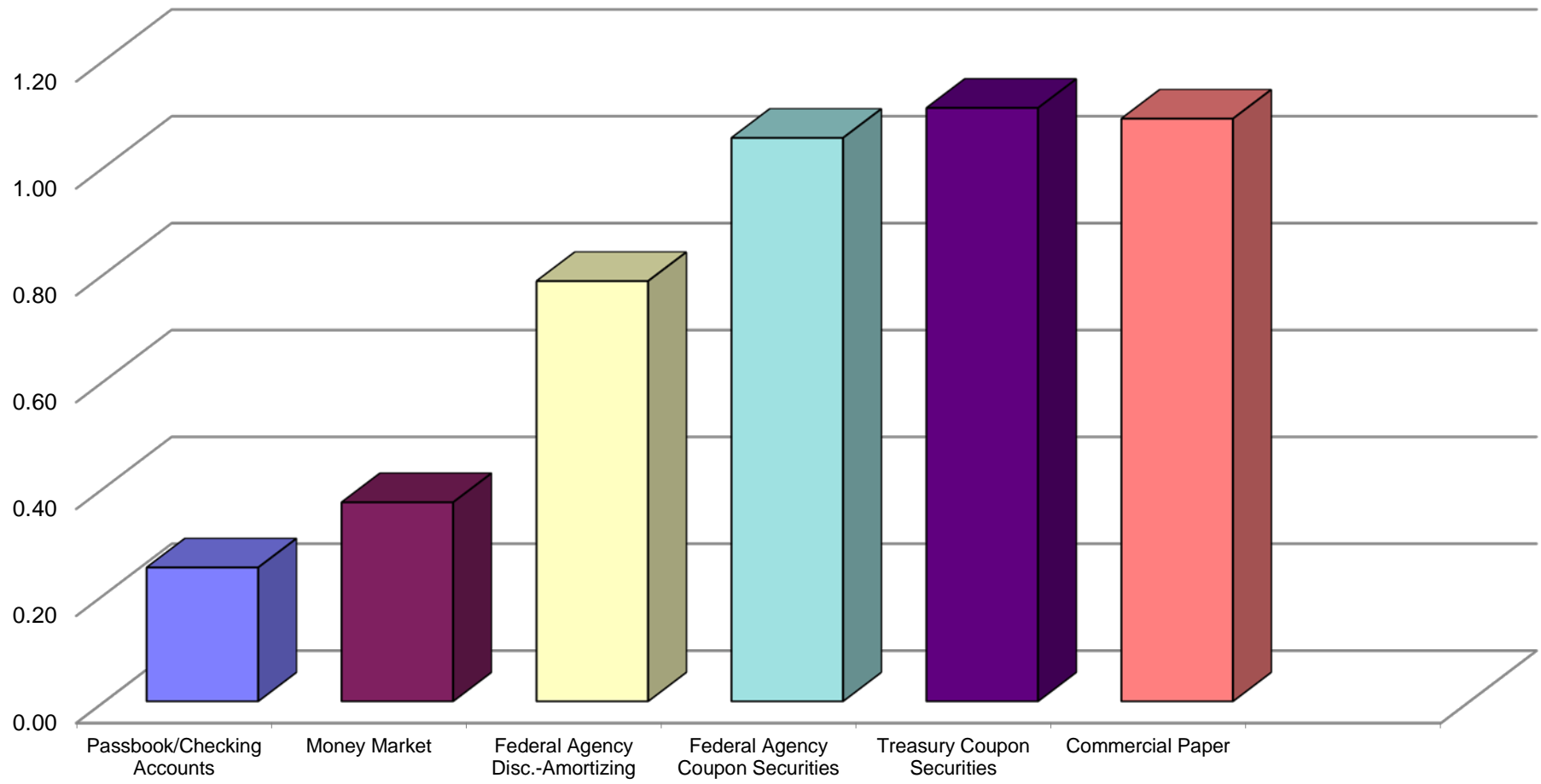
For Fiscal Year Ending June 30, 2016

Book Value By Investment Type



For Fiscal Year Ending June 30, 2016

Investment Yield by Type



For Fiscal Year Ending June 30, 2016

ITEM # 16
DATE: 07-26-16

COUNCIL ACTION FORM

SUBJECT: SETTING DATE OF PUBLIC HEARING FOR STATE REVOLVING FUND CLEAN WATER LOAN IN AN AMOUNT NOT TO EXCEED \$797,000 FOR LIFT STATION IMPROVEMENTS

BACKGROUND:

The City's capital improvement plan includes a \$797,000 project to make significant improvements to two wastewater lift stations, referred to as the Orchard Drive Lift Station and the Highway 30 Lift Station. Both lift stations are nearing the end of their useful lives and are also in need of upgrades to ensure safe, reliable, and efficient operation.

A State Revolving Fund (SRF) Clean Water Loan in the amount of \$797,000 has been identified as the funding source for the lift station improvements. Repayment of the loan will be from wastewater utility revenues. A public hearing is required to proceed with the SRF loan.

ALTERNATIVES:

1. The City Council can set August 9, 2016 as the date of public hearing to enter into a State Revolving Fund Clean Water Loan agreement in an amount not to exceed \$797,000.
2. The Council can delay the hearing on the loan agreement and the project to improve the wastewater lift stations.

MANAGER'S RECOMMENDED ACTION:

Setting the date of public hearing will ensure that City staff can proceed with the loan funding and wastewater lift station improvements plan as previously approved by Council.

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

COUNCIL ACTION FORM

SUBJECT: PUBLIC ACCESS EASEMENT VACATION FOR 720 SOUTH DUFF AVENUE;
U-HAUL SUBDIVISION, FIRST ADDITION MINOR SUBDIVISION FINAL PLAT

BACKGROUND:

The City Council approved a final plat for U-Haul Subdivision, First Addition, at its meeting on May 10, 2016. That plat also included a grant of an Access Easement to provide access from the rear of South Duff Avenue properties to the planned traffic signal in front of Wal-Mart. The easement is intended to augment access to those properties after the median and traffic light are installed.

As the Public Works Department moves forward with design for the project, the easement provided by U-Haul needs to be replaced with language that more explicitly grants access to the public. U-Haul is in the process of rezoning the property and has agreed as part of the rezoning process to provide for an updated easement that meets the interests of the City.

It is requested that City Council set August 9, 2016 as the date of the public hearing to consider vacation of the easement. At that meeting, the City Council will be asked to accept a new easement and to take action on the rezoning request for U-Haul. If at the time of the public hearing there is not an adequate replacement easement, staff will not recommend vacation of the easement until one is received.

ALTERNATIVES:

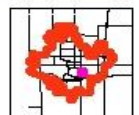
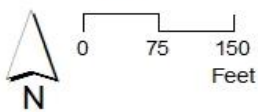
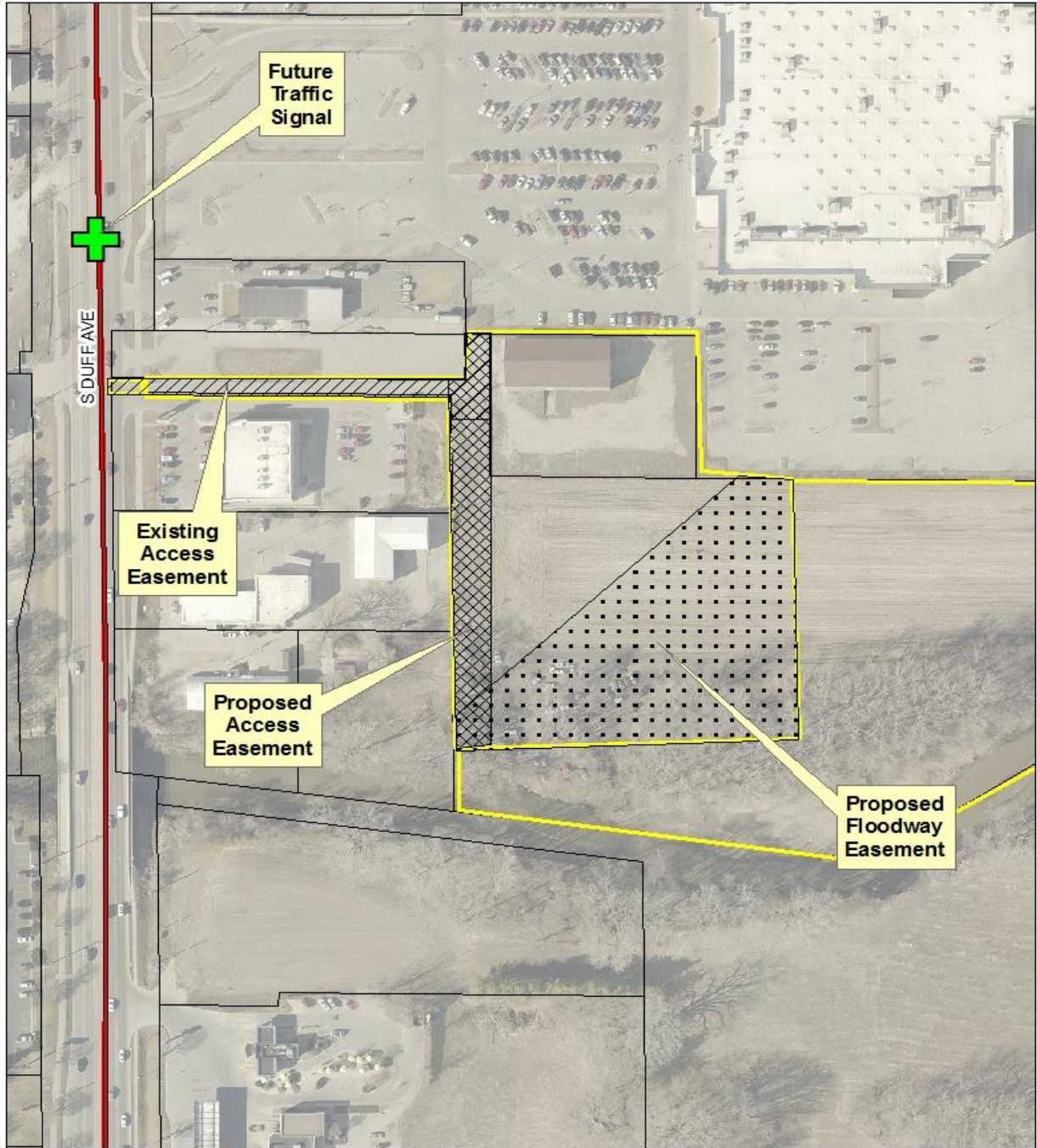
1. Approve the process of vacating the Future Access Easement on Lot 1 of U-Haul Subdivision, First Addition and set the date of public hearing as August 9, 2016, for first passage of the Ordinance.
2. Retain the easement.

MANAGER'S RECOMMENDED ACTION:

The current easement contains ambiguities and needs to be vacated with a new easement adopted in order to provide access rights for the public. City staff is preparing new easements as part of the South Duff Avenue median and traffic light project to direct vehicular traffic from various properties on the east side of South Duff Avenue to the proposed traffic light in front of Wal-Mart. Staff intends to incorporate this language into the upcoming U-Haul rezoning request to replace the current easement.

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

ATTACHMENT 1: EXISTING EASEMENTS
[NOTE: ONLY THE "PROPOSED ACCESS EASEMENT" IS BEING VACATED]



COUNCIL ACTION FORM

**SUBJECT: CORRECTION TO HEARTLAND SENIOR SERVICES ASSET
ALLOCATION FOR FY 2016/17**

BACKGROUND:

The City has an ASSET human services contract with Heartland Senior Services for FY 2016/17 in the amount of \$159,642. This total matches the amount recommended by the ASSET volunteers during the ASSET budget review process in January. However, the recommendation reported to the City Council was \$158,642. This incorrect amount was also the amount allocated in the FY 2016/17 City Budget process.

Because the City budget now indicates that less funding is available than the amount authorized by the contract, an additional \$1,000 in funding must be allocated by the City Council. Funding is available in the Local Option Sales Tax Fund available balance to remedy this situation.

ALTERNATIVES:

1. Allocate an additional \$1,000 for Heartland Senior Services from the Local Option Sales Tax Fund for FY 2016/17, bringing its total allocation to \$159,642.
2. Direct staff to negotiate with Heartland Senior Services to develop a new contract amount equaling the originally allocated amount of \$158,642.

MANAGER'S RECOMMENDED ACTION:

The recommendation from the ASSET volunteers was to allocate \$159,642 to Heartland Senior Services for FY 2016/17. An error in reporting to the City Council led to the City Council allocating only \$158,642, but a contract was issued to Heartland Senior Services in the amount of \$159,642. Funds to provide Heartland with its full contract amount are available in the Local Option Sales Tax Fund's available balance; and revising the authorized amount will reconcile this discrepancy and fully fund this agency.

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

COUNCIL ACTION FORM

**SUBJECT: STREET CLOSURE FOR WATER VALVE REPLACEMENT ALONG
SOUTH 16TH STREET**

BACKGROUND:

A 12-inch water valve located near the intersection of South 16th Street and South Riverside Drive near the Vet Med College was recently discovered leaking significant amounts of water when it was closed. This valve leak was discovered during routine water valve turning, which is a proactive maintenance measure that allows Public Works crews to identify locations where problems controlling the flow of water within the water mains exist. This leak is significant enough that the valve needs to be replaced in order to maintain positive control of the distribution system during water main breaks, emergencies, or scheduled shutdowns. A map of the area is shown in Attachment A.

The Municipal Code requires that City Council approve temporary closures of those streets that are classified as arterials or are active CyRide routes, which is the case with South 16th Street (Gray Route #4).

The water main valve is located in the shoulder of South 16th Street. However, the soils in the area are predominately sand and have high ground water tables. The valve is approximately 12 feet deep and the presence of other utilities in the area also makes it a difficult location to perform the work. Because of this, **closure of South 16th Street is necessary for approximately 2 calendar days to safely accommodate the water valve replacement.** This closure is needed to protect the traveling public and to allow room for the work to proceed.

Work is anticipated to begin on Monday, August 8, 2016, though that date may be adjusted due to factors beyond staff's control. Staff thus seeks Council approval to close the street on or around that date for these repairs. The timing of the work will take advantage of the Iowa State University summer break; and should the work be completed in less than two days, the street will be reopened to traffic.

Access to the Iowa State Veterinary Medicine College and area residences and businesses will be maintained at all times from each end of South 16th Street. Staff will directly notify the College of Veterinary Medicine and residents along South 16th Street. The public will be notified using message boards, a press release, social media, and the City website.

ALTERNATIVES:

1. Delegate to staff the ability to administratively approve the closure of South 16th Street, as noted on the attached map, to facilitate the replacement of the 12 inch water valve.

2. Direct staff to identify alternate dates to conduct the replacement of the 12 inch water valve.

MANAGER'S RECOMMENDED ACTION:

Recent experience with similar coordination efforts has resulted in the need for flexibility on the part of staff to be able to administratively identify the dates of the closure, as needed. By authorizing the closure of South 16th Street, City Council will be facilitating the best timing to repair this valve prior to Iowa State's fall semester. This repair will help maintain the functionality of the City's water distribution system.

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



South 16th Street Water Valve Replacement



© City of Ames, Iowa makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. In no event shall the City of Ames be liable for lost profits or any consequential or incidental damages caused by the use of this map.

Date: 7/19/2016

1 inch = 333 feet



MEMO

Legal Department

To: Mayor Campbell and Members of the Ames City Council

From: Judy K. Parks, City Attorney

Date: July 22, 2016

Subject: Approval of Retainer Agreement with Hopkins and Huebner

As you recall, at the last Council meeting, I received your approval to move ahead with a proposal to retain additional outside counsel in light of the fact that the original attorney who was doing city prosecutions very recently had a baby.

Additionally, the process to fill the vacant attorney position in the Legal Department is moving forward very slowly, exacerbating the challenge the Legal staff has in keeping up with the volume of non-prosecution work it receives. In light of these circumstances continuing into the foreseeable future, this agreement has been written to allow use all of Hopkins and Huebner's services on an as-needed basis. Due to the short deadlines that we often face and considering time consuming nature of several projects that we know are coming soon, the City may find it beneficial to keep the option open to engage them for other select projects when needed.

A retainer arrangement has been reached with the Hopkins and Huebner Law Firm of Des Moines for this purpose. We have had very good experience with this firm when they have served as our outside counsel in the past. It is also worth noting that it is a large enough firm to specialize in many areas and to be able to take on additional work from the City on short notice, should the need arise.

Your approval and authorization to enter into this agreement is respectfully requested.

COUNCIL ACTION FORM

SUBJECT: ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF AMES AND IOWA STATE UNIVERSITY REGARDING LAW ENFORCEMENT SERVICES AT UNIVERSITY LEASED RESIDENTIAL PROPERTY

BACKGROUND:

In 2013 the City and Iowa State University signed an agreement to have ISU Police provide law enforcement services to off-campus properties being leased by Iowa State University and operated by the Department of Residence. The University is responding to growing enrollment by leasing housing units on Stanton Avenue, Maricopa Drive, Walton Drive, Steinbeck Street, Dickinson Avenue, Twain Circle, and Mayfield Drive. **Units on Lynn Avenue and Tripp Street are no longer under lease and are being removed from the agreement with this addendum.** The intent of these leases is to expand the base of university operated housing while providing a student residence experience that is substantially similar to students living in more traditional residence halls.

ISU officials recommended that the University Police provide law enforcement services to these locations in support of their goal of trying to provide a living environment that is similar to what is provided on campus. While the City of Ames normally provides law enforcement for these locations, ISU Police can provide the same services while also working more closely with university discipline and judicial processes. The current arrangement of having ISU Police provide services to these properties has been successful. State law provides authority to the ISU Police when acting in the interests of the institution, which is clearly the case in the proposed arrangement.

The Police Department is supportive of this agreement and will continue to collaborate with ISU Police in the areas affected by the agreement. When the ISU lease of these properties ends, law enforcement responsibility will return to the City of Ames.

ALTERNATIVES:

1. Approve the amended Memorandum of Understanding between Iowa State University and the City of Ames regarding the provision of law enforcement services to university leased residential housing property in Ames.
2. Do not approve the amended Memorandum of Understanding.

MANAGER'S RECOMMENDED ACTION:

The University is trying to provide a common experience in the off-campus properties being leased and managed by ISU Department of Residence. They have determined that University police can provide a level and manner of service that is consistent with their on-campus locations. For that reason, they have requested that the City change our jurisdiction during the period of their lease. There are no apparent disadvantages to the City.

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

**Memorandum of Understanding
between
Iowa State University of Science and Technology
and
City of Ames, Iowa
Regarding the Provision of Law Enforcement Services to Residential
Housing Property in Ames that is Leased to Iowa State University**

This Memorandum of Understanding ("MOU") is entered into by Iowa State University of Science and Technology ("ISU") on behalf of its Department of Public Safety ("ISU Police") and the City of Ames, Iowa on behalf of its Ames Police Department ("Ames Police") for the purpose of clarifying the provision of law enforcement services to residential housing property within the city of Ames that is leased to ISU and managed by the ISU Department of Residence.

A. Purpose

1. ISU maintains a sworn police force which provides law enforcement services to the university community.
2. The ISU Police may provide law enforcement services statewide when doing so is in the interest of the university.
3. ISU Police cooperate with local and state law enforcement agencies to provide these law enforcement services and has a long history of cooperation with Ames Police through a 28E Agreement for Combined Law Enforcement Operation.
4. ISU Police have developed strategies and methods for providing law enforcement support for university housing and university judicial processes, parking enforcement and security for campus entities.
5. ISU has leased residential housing property within the City of Ames that will be managed by the ISU Department of Residence and is more fully described as located at 119 Stanton Avenue and 4020, 4100, 4110 and 4130 Maricopa Drive, including its designated parking areas for residents (the "Leased Residential Property").
6. ISU Police and Ames Police desire to clarify their respective responsibilities in regard to providing law enforcement services for the Leased Residential Property within the City of Ames that is managed by ISU Department of Residence.

THEREFORE, ISU Police and Ames Police establish this MOU to define the terms under which ISU Police will provide law enforcement services to the Leased Residential Property in Ames, Iowa that is managed by the ISU Department of Residence.

B. Terms

1. ISU Police will provide the primary law enforcement response to calls for law enforcement services from the Leased Residential Property during the period they are leased by ISU and managed by the ISU Department of Residence.
2. Ames Police will provide the secondary law enforcement response to calls for law enforcement services from the Leased Residential Property during the period they are leased by ISU and managed by the ISU Department of Residence.
3. Law enforcement services include, but are not limited to, routine patrol and crime prevention, the initial response to a call for service, record-keeping, investigations, charges, prosecution, report preparation, evidence collection, collaboration with prosecutors and service or support to crime victims.

4. In order to expedite these law enforcement services, residents will be encouraged by ISU Police and ISU Department of Residence to route their requests for law enforcement services to the ISU Police Communications Center.
5. Emergency calls will be routed to ISU by Ames Police in a manner similar to calls for emergency services from other university property.
6. Ames Police will provide law enforcement services to properties adjacent to the Leased Residential Property and the surrounding public areas. Ames Police may provide law enforcement services when requested to do so by ISU Police consistent with the existing 28E Agreement for Combined Law Enforcement Operation and may also provide emergency and "on view" services.
7. Law enforcement records will be maintained by the ISU Police in a manner that is consistent with other properties served by ISU Police.

This agreement may be terminated by the termination or non-renewal of ISU's lease of the Leased Residential Property, or by either party providing 15 days notice to the Chief of the Ames Police Department (if initiated by ISU) or to the Chief of the ISU Police (if initiated by the City of Ames).

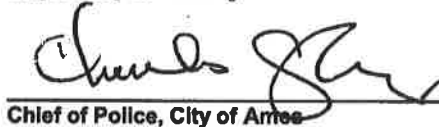
Agreed to and Signed by:



 Mayor, City of Ames

8/27/13

 Date



 Chief of Police, City of Ames

8/27/2013

 Date



 Iowa State University Administration

8/27/13

 Date



 Chief of Police, Iowa State University

08/27/13

 Date

**Addendum to
Memorandum of Understanding
Between
Iowa State University of Science and Technology
and
City of Ames, Iowa
Regarding the Provision of Law Enforcement Services to Residential
Housing Property in Ames that is Leased to Iowa State University**

This is an Addendum to the Memorandum of Understanding entered into on August 27, 2013.

Iowa State University (ISU) has leased several additional properties since the Memorandum of Understanding was agreed to by the parties. The purpose of this Addendum is to incorporate the recently leased properties into the existing agreement.

The parties agree that Section A, paragraph 5 of the August 27, 2013 Memorandum of Understanding is hereby deleted and replaced with the following language:

5. ISU has leased residential housing property within the City of Ames that will be managed by the ISU Department of Residence and is more fully described as located at 119 Stanton Avenue; 3906, 3910, 3914, 3920, 4008, 4020, 4100, 4110, 4120, 4130, and 4200 Maricopa Drive; 1216, 1220, 1224, 1308, 1312, 1318, 1332, 1338, and 1344 Walton Drive; 4625, 4701, and 4709 Steinbeck Street; 823, 825 and 826 Dickinson Avenue; 4524 Twain Circle; and 1406 and 1416 Mayfield Drive; and including the designated parking areas for residents of these addresses (the "Leased Residential Property").

Agreed to and Signed by:

Mayor, City of Ames

Date

Chief of Police, City of Ames

Date

Iowa State University Administration

Date

Chief of Police, Iowa State University

Date

COUNCIL ACTION FORM

SUBJECT: PURCHASE OF BUS CAMERA SYSTEMS FOR CYRIDE

BACKGROUND:

CyRide has placed cameras in the interior of its buses since 1999 and began adding additional cameras to the exterior of its buses in 2008. Cameras are now included as part of all new bus purchases. However, CyRide currently has four different types of camera systems, with some cameras as old as 17 years. The useful life of this equipment is typically five years. It is challenging to review operational situations from these systems due to their age and non-standardization. Additionally, CyRide has expanded its fleet with used buses and has not been able to equip 28 buses with this technology.

As a result, the Capital Improvement Plan (CIP) has included a phased approach to equip all buses and modernize/standardize this technology throughout the fleet. The first phase of this project would utilize funding placed in the CIP for budget years 2015/16 and 2016/17 totaling \$225,000. This funding would equip approximately 50 of CyRide's 97 buses with a new, standardized camera system.

A Request for Proposal (RFP) was distributed for this equipment, with seven firms responding. The proposals were evaluated not only on price (40%), but also on other criteria (60%), such as warranty, peer system references, etc., to ensure the "best fit" for CyRide.

Based on the final evaluations (see attached), Seon was determined to be the best solution for CyRide. **While it is the second lowest bid price, it was the best solution when all criteria were considered.** There were concerns with the low bidder, Angle Trax, regarding poor performance based on references checks. Additionally, Seon's systems included advantages that Angle Trax does not offer, such as the following:

- The product is designed specifically for the transit market and is tailored to its needs.
- It includes a "geo-fencing" search feature that will reduce investigation time when an incident occurs, which is helpful not only for CyRide but others, such as for policing functions.
- It can generate a video health report at specified intervals to ensure that the systems are working properly. This is an issue with current systems as they fail and CyRide is unaware of the problem until the bus's next maintenance check or an incident occurs and there is no video footage.
- All transit system references were positive.
- It can be upgraded to include a single high definition camera in the future.

- It can be integrated into CyRide's future technology needs, such as its real-time bus location equipment.

The new camera systems will also include wireless video retrieval and color/infrared cameras. CyRide currently has 15 Seon camera systems which have performed well over the years.

If approved, CyRide will begin purchasing camera units up to the \$225,000 amount approved in the CIP and CyRide's Capital Budget.

As this does not complete the upgrade of CyRide's entire fleet, this bid will include options for future years to complete this technology standardization as funds can be programmed.

CyRide's Transit Board of Trustees approved this purchase at its meeting on May 25, 2016.

ALTERNATIVES:

1. Approve the purchase of bus camera systems from Seon of Lynchberg, Virginia at a price not-to-exceed \$225,000, with options for additional units in future budget years.
2. Approve the purchase of bus camera systems from Angle Trax.
3. Do not approve the purchase of bus camera systems and direct staff to rebid the project, with direction on RFP changes.
4. Do not approve the purchase of bus camera systems at this time.

MANAGER'S RECOMMENDED ACTION:

The purchase of new bus camera technology will equip buses that do not currently have camera systems, replace existing failed or failing systems on buses, and begin to standardize CyRide's bus camera equipment. These advantages will improve CyRide's ability to view situations that occur in its operations and reduce its camera system inventory to only one bus video system, rather than four.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the purchase of bus camera systems from Seon at a not-to-exceed price of \$225,000, with options for additional units in future budget years.

Initial Camera System Scores Based On Evaluations Of Written Proposals

Category	Category Weight	Angle Trax	Apollo	Mobile View	Pro Vision	Safety Vision	Seon	DTI
Camera	5%	0.103	0.100	0.100	0.117	0.100	0.100	0.100
Recorder	15%	0.350	0.333	0.333	0.350	0.333	0.300	0.317
Software	20%	0.400	0.400	0.400	0.360	0.400	0.400	0.400
Hardware	5%	0.108	0.108	0.117	0.104	0.108	0.108	0.108
Additional Options	5%	0.108	0.100	0.100	0.100	0.104	0.100	0.100
Installation Cost	10%	0.300	0.164	0.098	0.159	0.155	0.170	0.085
Initial Pricing	40%	1.200	0.470	0.443	0.654	0.435	1.065	0.833
TOTAL SCORE	100%	2.570	1.676	1.590	1.844	1.636	2.242	1.943

Final Camera System Scores Based On Telephone and On-Site Interviews

Category	Category Weight	Angle Trax	Seon
Camera	5%	0.103	0.100
Recorder	15%	0.350	0.300
Software	20%	0.400	0.480
Hardware	5%	0.108	0.108
Additional Options	5%	0.096	0.113
Installation Cost	10%	0.300	0.170
Initial Pricing	30%	0.900	0.798
References	10%	0.100	0.300
TOTAL SCORE	100%	2.357	2.369

Proposed Unit Cost

	Angle Trax	Apollo	Mobile View	Pro Vision	Safety Vision	Seon	DTI
Total Cost Per Unit Installed	\$2,204.58	\$5,349.00	\$6,114.00	\$4,064.00	\$5,761.33	\$2,733.60	\$3,989.55

COUNCIL ACTION FORM

SUBJECT: DETOUR AGREEMENT FOR IOWA DEPARTMENT OF TRANSPORTATION I-35/US 30 INTERCHANGE RAMP MODIFICATIONS

BACKGROUND:

The Iowa Department of Transportation has scheduled projects to reconstruct certain interchange ramps within the vicinity of the I-35 and US 30 interchange. This will involve the closure of several ramps for various periods of time.

I-35 southbound to US 30 westbound ramp:

The first project involves closing two ramps. One is the exit ramp from I-35 southbound to US 30 westbound, which will require use of a detour. The detour will involve motorists exiting I-35 at East 13th Street, going west to Dayton Avenue, and then continuing south on Dayton Avenue to US 30. The second ramp closure is the eastbound US 30 exit ramp onto Dayton Avenue. This closure will involve westbound motorists on US 30 that want to access Dayton Road using the South Duff Avenue interchange and taking Southeast 16th Street east to Dayton Avenue.

Because these detours use local City of Ames roadways, an Iowa DOT detour agreement is required (attached). It is estimated that these closures and detours will occur from May 2017 through August 2017.

The traffic control and detour routes will be maintained by the Iowa DOT during the detour period. Engineers from the City and Iowa DOT will jointly inspect the routes to determine the existing condition of the roadway surface, base, shoulders, and structures prior to the detour. Upon completion of the work, the Iowa DOT will be responsible for restoring the roadways to at least the previous condition or making appropriate compensation to the City.

I-35 northbound to US 30 eastbound:

Another project involves closing the exit ramp from I-35 northbound to US 30 eastbound (I-35 Ramp B). **The detour for this closure utilizes IDOT facilities, and thus does not require a detour agreement.** It is estimated this closure will be from July 2018 through September 2018.

ALTERNATIVES:

1. Approve the I-35/US 30 detour agreement with the Iowa DOT.

2. Do not execute the detour agreement, thus necessitating that the Iowa DOT redevelop its construction staging and traffic control plans.

MANAGER'S RECOMMENDED ACTION:

The attached detour maps depict the closures and proposed detour routes. The proposed detours will allow the Iowa DOT to expedite construction activities while providing for the most effective management of traffic during the construction period. While public notification will be the responsibility of the Iowa DOT, the City will assist with public awareness efforts.

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

District 1 Office

1020 S. 4th Street, Ames, IA 50010

Phone: 515.239.1039 | Email: Jeremey.vortherms@dot.iowa.gov

June 28, 2016

Ref: 640

Project No.: IM-35-4(182)112--13-85

PIN No.: 11-85-035-020-01

John Joiner, P.E.
Public Works Director
City of Ames
P.O. Box 811
Ames, IA 50010-0811

Subject: CY 2017-2018 US 30 Interchange Ramp Modifications Detour Agreement with City of Ames

Dear John:

The Iowa Department of Transportation has scheduled a project to reconstruct several interchange ramps within the I-35 and US 30 Interchange. The project will require several ramps in the vicinity to be closed for periods of time.

The first closure involves two ramps: the exit ramp from I-35 southbound to US 30 westbound (I-35 Ramp A) and the exit ramp from US 30 westbound to Dayton Road (Dayton Ramp A). It is estimated this closure will be from May 2017 to August 2017.

The second closure involves the exit ramp from I-35 northbound to US 30 eastbound (I-35 Ramp B). It is estimated this closure will be from July 2018 through September 2018.

The attached detour maps depict the closures and the proposed detour routes.

The detour for I-35 Ramp A will include local agency roads and requires an Agreement for Use of Local Agency Roads as Detours.

If the use of the local roads is agreeable, please return a signed copy of the enclosed agreement. Upon receipt, the DOT portion will be completed and a fully signed copy will be returned for your records.

If you have any questions, please contact me at 515-239-1039 or jeremey.vortherms@dot.iowa.gov.

Sincerely,



Jeremy Vortherms

District 1 Design Engineer/North Area Engineer

JV

Enclosure

cc: Tony Gustafson, IA DOT, District 1

Kevin Schlesky, IA DOT, District 1

Lance Starbuck, IA DOT, District 1

Jim Van Sickle, IA DOT, District 1

File



AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the Department; and the City of Ames, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the Department has determined the necessity to temporarily close primary highway the exit ramp from I-35 southbound to US 30 westbound for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies; and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

E 13th Street from the 13th Street Interchange to S Dayton Road

S Dayton Road from E 13th Street to the Dayton Road Interchange

; and

WHEREAS, Authorized representatives of both the Department and the LPA shall jointly execute and sign a written report concerning the condition of the proposed detour, after jointly inspecting said road, the subject of the proposed detour; said report to be in sufficient detail as to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the Department will review, and inspect when necessary, the bridges on the detour route and determine the maximum vehicle weight (up to 156,000 pounds) that can be safely carried on these bridges and submit this information to the LPA for its review. The LPA may choose to restrict detour traffic to only vehicles of legal weight or size. If the LPA allows oversize or overweight loads, it shall notify the Department in writing. The Department shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the Department agrees to perform the following pre-detour maintenance, if any: none; and

WHEREAS, the Department agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the Department pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the Department shall restore the local agency road to as nearly as possible as good condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin 5/1/2017 and end 08/31/2017; and
(date) (date)

WHEREAS, the parties agree to the following additional provisions, if any: none

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

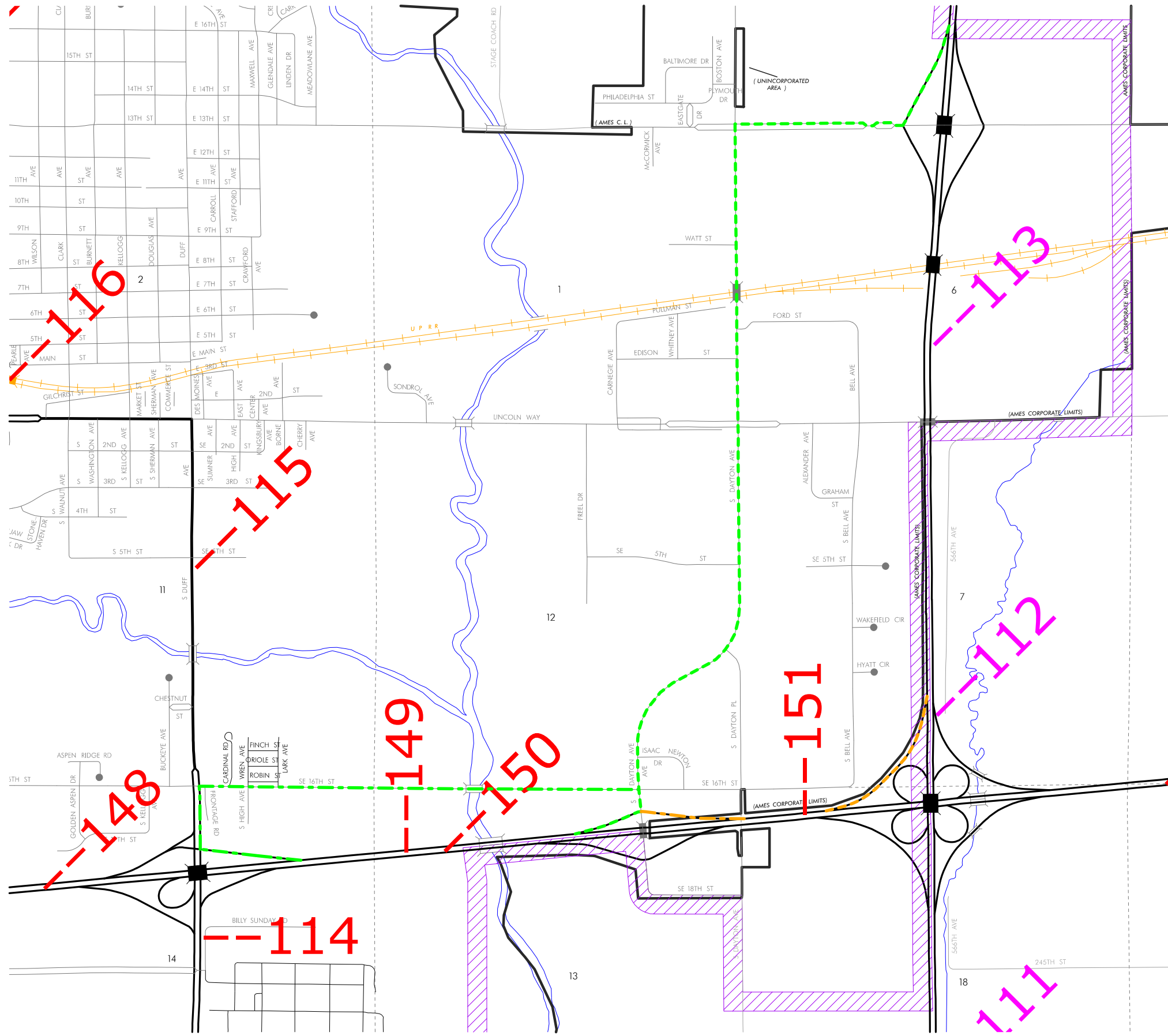
District Engineer (or designee) Date
Iowa Department of Transportation

City representative Date

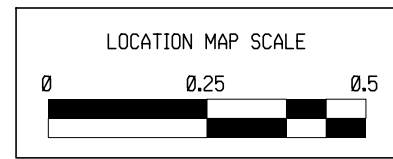
Printed name and title of city representative

County representative Date

Printed name and title of county representative

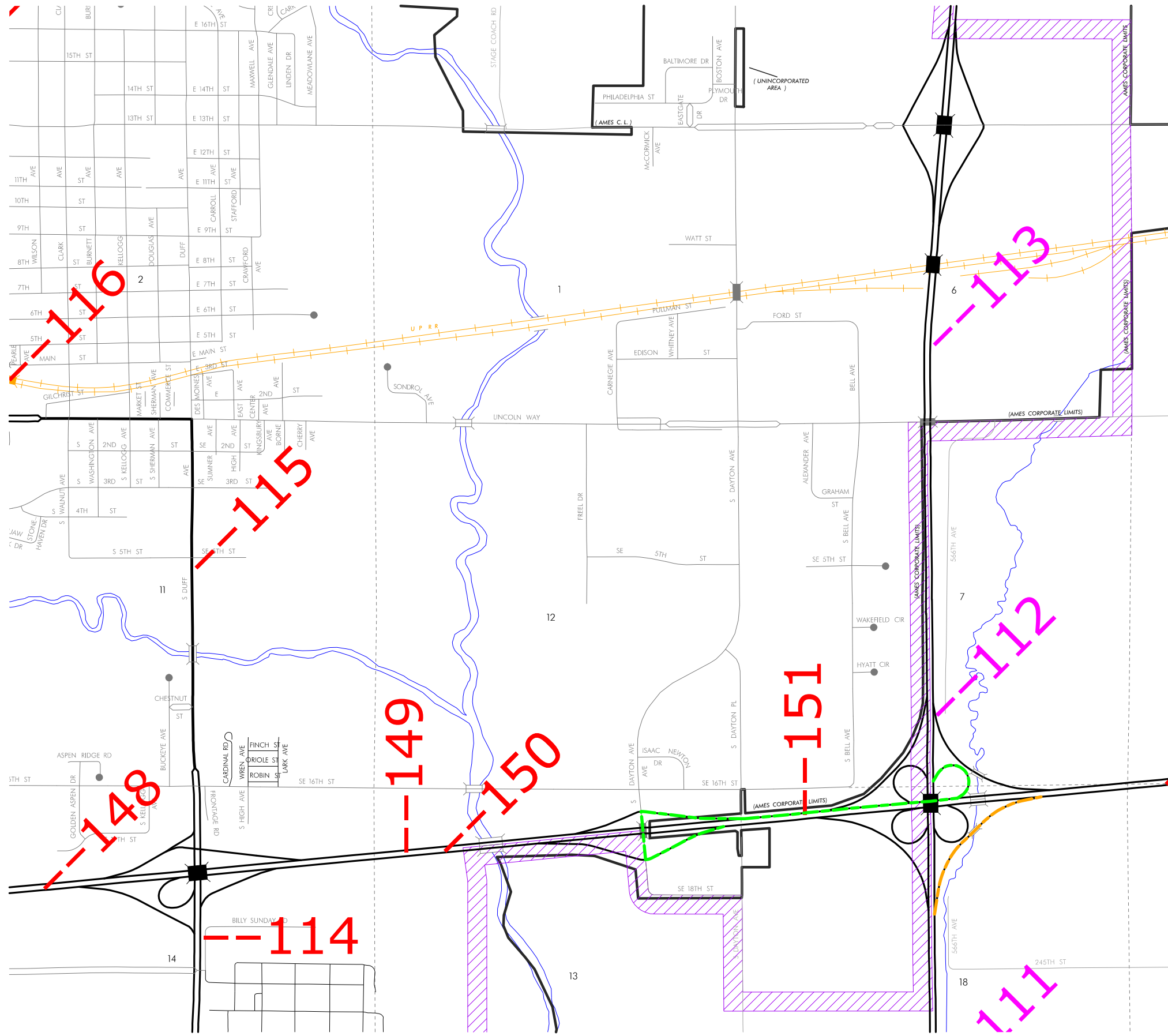


- County Border
- Detour Route
- Construction Area or

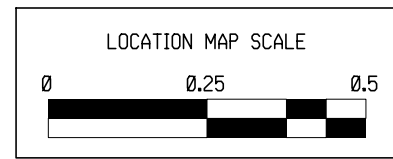


- - - Detour for Southbound I-35 Exit Ramp to Westbound US 30
Primary road traffic detour on local roads - requires compensation to local agency
- - - Detour for Westbound US 30 Exit Ramp to Dayton
Local traffic detour on local roads - no compensation to local agency

IOWADOT
 Story County
 I-35 & US 30 Interchange
 Proposed Detours
 for Ramp Closures
 IM-35-4(182)112--13-85



- County Border
- Detour Route
- Construction Area or



--- Detour for Northbound I-35 Exit Ramp to Eastbound US 30
Primary road traffic detour on primary roads - no compensation to local agency

IOWADOT
 Story County
 I-35 & US 30 Interchange
 Proposed Detours
 for Ramp Closures
 IM-35-4(182)112--13-85

COUNCIL ACTION FORM

SUBJECT: RELOCATION OF 161 KV TRANSMISSION LINE FROM AMES PLANT TO NE ANKENY FOR IOWA D.O.T.

BACKGROUND:

The Iowa Department of Transportation is carrying out two highway improvement projects along Interstate 35 at the Highway 30 interchange and in the vicinity of the Skunk River. These two projects will require the relocation of a portion of the new Ames 161kV transmission line. **All costs associated with this relocation project will be covered by the Iowa Department of Transportation.**

The engineer's estimate for the construction phase of this relocation project is \$870,000. The approved FY 2015/16 Capital Improvements Plan includes \$800,000 for engineering and construction under the project titled 161 kV Line Relocation.

Council previously approved two engineering-reimbursement agreements with IDOT, one for the Skunk River relocation, and the second for the I-35/Highway 30 relocation. Council also approved professional services agreements with DGR for the design and engineering of these projects in the combined total amount of \$140,000. Funding for the engineering and relocation work will be charged to the FY 15/16 Capital Improvement Project established for the Skunk River project, which has a current balance of \$800,000. The combined total of \$140,000 for engineering for the two IDOT projects leaves a balance of \$660,000 for construction.

No funds were budgeted for the I-35/Hwy 30 relocation, since plans were not yet available from IDOT prior to preparing the current CIP. However, IDOT staff has verbally committed to provide reimbursement funds to offset all expenses for both projects. The City budget will be amended later to accommodate the addition of the second location.

All engineering and construction expenses for both relocation projects will be reimbursed by IDOT. **A separate IDOT construction reimbursement agreement with specific estimated construction costs for both areas will be brought to Council for approval at the same time as the award recommendation for this construction-phase of the project.** Both projects are being bid out together in an effort to get better bids.

ALTERNATIVES:

1. Approve plans and specifications for the Ames Plant to NE Ankeny 161 kV Transmission Line Iowa DOT Relocation and set August 10, 2016, as the bid due date and August 23, 2016, as the date of public hearing and award of contract.

2. Do not approve plans and specifications at this time, which would delay the IDOT's project.

MANAGER'S RECOMMENDED ACTION:

In order to facilitate these IDOT improvements, the City's 161 kV transmission line must be relocated in both areas. To meet the IDOT's timeline, it is necessary to go out for bid at this time. Staff is also working with IDOT on finalizing a reimbursement agreement on the construction portion of the project. We will not proceed with the project until both the construction bids and the reimbursement agreement are brought before Council for approval.

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

COUNCIL ACTION FORM

**SUBJECT: WATER POLLUTION CONTROL FACILITY ADMINISTRATION
BUILDING HVAC SYSTEM REPLACEMENT**

BACKGROUND:

The Water Pollution Control (WPC) Facility's heating, ventilation, and air conditioning (HVAC) system serving the Administration Building provides ventilation and seasonal heating and cooling to the space. The Administration Building houses the computer system used to monitor and operate the plant, and is staffed around the clock. The HVAC system was installed in 1989 and has reached the end of its useful life.

Farris Engineering was previously awarded a contract in the amount of \$32,940 for engineering services to design the replacement system. Farris has prepared plans and specifications for the purchase and installation of the new HVAC system and disposal of the old equipment. The Engineer's Estimate for construction is \$360,015. The total estimated project cost is as follows:

Engineering	\$ 32,940
Construction (Estimated)	360,015
<u>Contingency</u>	<u>24,595</u>
Total	\$ 417,550

This project is included in the FY 15/16 Capital Improvements Plan at \$345,000 as part of the WPC Mechanical & HVAC Replacements Project. Savings from the WPC Decant Line portion of the Residuals Handling Project are available to provide the total project budget needed, as shown below:

Funding Sources:

FY 15/16 – Mechanical/HVAC Replacements	\$ 345,000
<u>Savings from WPC Decant Line Project</u>	<u>80,000</u>
Total Available Funding	\$ 425,000

ALTERNATIVES:

1. Grant preliminary approval of the plans and specifications and issue a Notice to Bidders for the Water Pollution Control Facility Administration Building HVAC System Replacement, setting August 24, 2016, as the bid due date and September 13, 2016, as the date for public hearing and award.
2. Do not approve the plans and specifications at this time.

MANAGER'S RECOMMENDED ACTION:

The Administration Building HVAC System is essential to the operations and maintenance of the Water Pollution Control Facility. The existing system is original to the facility, and has reached the end of its useful life. Plans and specifications have been prepared so that bids may be solicited for a replacement system.

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



CITY OF
Ames™

Caring People ♦ Quality Programs ♦ Exceptional Service

MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: July 22, 2016

Subject: Contract and Bond Approval

There is no Council Action Form for Item No. 26. Council approval of the contract and bond for this project is simply fulfilling a *State Code* requirement.

/jr

COUNCIL ACTION FORM

**SUBJECT: POWER PLANT FUEL CONVERSION – ELECTRICAL INSTALLATION
GENERAL WORK CONTRACT CHANGE ORDER NO. 2**

BACKGROUND:

In November of 2013 the City Council decided to convert the City's Power Plant from coal to natural gas. In May of 2014 the City Council selected Sargent & Lundy of Chicago, Illinois, to provide engineering and construction oversight services for the conversion project.

On September 22, 2015, City Council awarded a contract to FPD Power Development, LLC, Minneapolis, MN for the Power Plant Fuel Conversion – Electrical Installation General Work Contract in the amount of \$3,145,149. **This specific phase of the conversion project is to hire a contractor to perform the electrical installation work.**

The action being requested is to approve Change Order No. 2 to the Electrical Installation Contract. This Change Order in the amount of \$41,265.65 is for the following work:

- Install an under-floor cable tray system and prefabricated equipment pedestals. The control room/DCS room was initially delayed by nearly two months to rebid the construction. This Change Order work allowed the electrical contractor early access to the DCS room to minimize the delay to their portion of the work. Cost - \$12,943.81
- Provide and install necessary grounding of the natural gas piping not originally included in the original bid scope of work. This is a safety requirement with the purpose of dissipating static electricity created by the flow of gas in the piping system. Cost - \$21,948.65
- Source and supply three relay coils which failed during the testing of the exciter and generator protections circuits of Unit #8. Also, source and supply one lockout relay to replace the existing one found to be unreliable. Cost - \$6,373.19

CHANGE ORDER HISTORY:

One change order was previously issued for this project. Change Order No. 1 for \$12,044.24 was for FPD to purchase and provide twenty Type K pneumatic positioners for the Unit 7 wind box dampers.

PROJECT COST HISTORY:

The Engineer's estimate of the cost for this phase of the project was \$3,272,793. With this change order, the total costs for the Electrical Installation General Work Contract within the project will be increased to \$3,198,458.89. The project budget to date for the overall conversion project is shown on page 3.

ALTERNATIVES:

1. Approve contract Change Order No. 2 with FPD Power Development, LLC, Minneapolis, MN, for the Power Plant Fuel Conversion - Electrical Installation General Work Contract in the amount of \$41,265.65.
2. Reject contract Change Order No. 2.

MANAGER'S RECOMMENDED ACTION:

This conversion is needed in order for the Power Plant to remain in compliance with state and federal air quality regulations. This major phase will provide for the electrical work necessary to install the electrical equipment, including the work associated with the DCS upgrade and the electrical modifications to the control room.

This change order is needed in order to proceed with installation of the floor cabling, natural gas pipe grounding, and sourcing/supplying critical equipment.

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

PROJECT BUDGET

The overall project budget and commitments to date are summarized below. To date, the project budget has the following items encumbered:

\$17,475,000	FY 2015/16 CIP amount budgeted for project \$26,000,000 less reduced bonds issuance by \$8,525,000
	<u>Sargent & Lundy, LLC</u>
\$1,995,000	Encumbered not-to-exceed amount for Engineering Services
\$2,395,000	Engineering Services Contract Change Order No. 1
\$174,000	Engineering Services Contract Change Order No. 2
	<u>GE Power Inc. (formally know as Alstom Power Inc.)</u>
\$3,355,300	Contract cost for Natural Gas Conversion Equipment
\$29,869	Equipment Contract Change Order No. 1
(-\$321,600)	Equipment Contract Change Order No. 2
(-\$51,000)	Equipment Contract Change Order No. 3
\$1,620	Equipment Contract Change Order No. 4
\$0	Equipment Contract Change Order No. 5
\$32,679	Equipment Contract Change Order No. 6
\$62,310	Equipment Contract Change Order No. 7
	<u>Emerson Process Management Power & Water Solutions, Inc.</u>
\$1,595,000	Contract cost for DCS equipment
\$39,377	DCS Contract Change Order No. 1
\$12,611	DCS Contract Change Order No. 2
\$0	DCS Contract Change Order No. 3
	<u>GE Energy Control Solutions, Inc.</u>
\$814,920	Contract cost for TCS equipment Bid 1
\$244,731	TCS Bid 1 Contract Change Order No. 1
\$34,000	TCS Bid 1 Contract Change Order No. 2
\$0	TCS Bid 1 Contract Change Order No. 3
\$16,854	TCS Bid 1 Contract Change Order No. 4
	<u>General Electric International, Inc.</u>
\$186,320	Contract Cost for Turbine Steam Seal System - TCS Bid 2
\$24,536	TCS Bid 2 Contract Change Order No. 1
\$150,000	TCS Bid 2 Contract Change Order No. 2
\$0	TCS Bid 2 Contract Change Order No. 3

Henkel Construction Co.

\$898,800	Contract cost for Control Room Installation General Work Contract
\$66,782	Control Room Contract Change Order No. 1
\$17,683.54	Control Room Contract Change Order No. 2

TEI Construction Services, Inc.

\$1,572,019	Contract cost for Mechanical Installation General Work Contract
\$8,750	Mechanical Contract Change Order No. 1
\$156,131	Mechanical Contract Change Order No. 2
\$187,984	Mechanical Contract Change Order No. 3
\$9,785.37	Mechanical Contract Change Order No. 4
\$3,032.17	Mechanical Contract Change Order No. 5
\$7,725.98	Mechanical Contract Change Order No. 6
\$3,032.16	Mechanical Contract Change Order No. 7
\$21,673.58	Mechanical Contract Change Order No. 8
\$175,496.89	Mechanical Contract Change Order No. 9

FPD Power Development, LLC

\$3,145,149	Contract cost for Electrical Installation General Work Contract
\$12,044.24	Electrical Contract Change Order No. 1
\$41,265.65	Electrical Contract Change Order No. 2 (This Council Action Form)

Graybar Electric

\$98,560	Contract cost for UPS System
(-\$1,010)	UPS System Contract Change Order No. 1

Hertz Equipment Rental Corporation

<u>\$166,835.50</u>	Contract cost for Portable Electric Space Heaters
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\$17,383,266.72	Costs committed to date for conversion
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\$91,733.28	Remaining Project Balance to cover miscellaneous equipment and modifications to the power plant needed for the fuel conversion
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COUNCIL ACTION FORM

SUBJECT: POWER PLANT NATURAL GAS CONVERSION EQUIPMENT, INCLUDING BURNERS, SCANNERS, THERMAL ANALYSIS, AND COMPUTER MODELING – CHANGE ORDER NO. 7

BACKGROUND:

In November of 2013 the City Council decided to convert the City's Power Plant from coal to natural gas. In May of 2014 the City Council selected Sargent & Lundy of Chicago, Illinois, to provide engineering and construction oversight services for the conversion project.

On November 5, 2014, City Council awarded a contract to Alstom Power Inc. of Windsor, CT for the Natural Gas Conversion Equipment Including Burners, Igniters, Scanners, Thermal Analysis and Computer Modeling in the amount of \$3,355,300. Since that time Alstom Power Inc. has been acquired by General Electric, and as a result the company has been renamed GE Power, Inc.

The action being requested is to approve Change Order No. 7 totaling \$62,310 to this contract. That will allow GE Power, Inc. to provide equipment and labor necessary to install a grid sampling system for the tuning and performance testing of Unit 8.

The scope of work includes providing and preparing the necessary equipment for testing, shipping of the equipment to (and from the site), round trip travel of the Performance Services testing technician(s), and labor time for setting up and operating the grid sampling equipment, removing the equipment, and preparing the data reduction report. **This work was not included in the original bid specification. However, both staff and the City's project engineer agree that the grid sampling system will provide for superior tuning. This will result in more efficient plant operation and reduced emissions.**

CHANGE ORDER HISTORY:

The following six change orders have previously been issued for this project:

Change Order No. 1 for \$29,869.00 to increase funds to cover costs for GE Power to perform base line testing for Unit 8.

Change Order No. 2 for a reduction of \$321,600 to 1) Add two flame scanner frequency signal analyzers on Unit #7; 2) reduce the number of natural gas burners (and associated burner equipment) from twelve to nine on Unit #8; and 3) add six frequency signal analyzers on Unit #8.

Change Order No. 3 for a reduction of \$51,000 since staff felt modeling for Unit 7 was not necessary to assist with burner design and/or location.

Change Order No. 4 in the amount of \$1,620 to supply one Flame Signal Analyzer.

Change Order No. 5 for \$0 to clarify that the equipment purchased under this contract is considered personal tangible property.

Change Order No. 6 in the amount of \$32,679 to provide equipment and labor necessary to install a grid sampling system for the tuning and performance testing of Unit 7 supply one Flame Signal Analyzer.

The total cost of all previous change orders was a reduction of \$146,122.

PROJECT COST HISTORY:

The Engineer's estimate of the cost for this phase of the project was \$4,500,000. With this change order, the total costs for the GE Power contract within the project will be increased to \$3,109,178.

Overall, the total project dollar amount committed to date (inclusive of this Change Order No. 7) is \$17,383,266.72. The approved FY 2015/16 Capital Improvements Plan includes \$26,000,000 for the Unit 7 and Unit 8 fuel conversion. However, some of the funding of the conversion project is coming from the sale of Electric Revenue bonds. Considering that the project is coming in much less than the budgeted amount, staff has chosen to reduce the size of the bonds issuance and has reflected the budgeted amount accordingly. The project budget to date is shown on page 3. It should be noted if there are future Change Orders that cause the budget to exceed the remaining balance, the bond request cannot/will not be adjusted. Staff at that time will look at cancelling or delaying lower priority projects to fund the change.

ALTERNATIVES:

1. Approve contract Change Order No. 7 with GE Power Inc. of Windsor, CT for the Natural Gas Conversion Equipment Including Burners, Igniters, Scanners, Thermal Analysis and Computer Modeling in the amount of \$62,310.
2. Reject contract Change Order No. 7.

MANAGER'S RECOMMENDED ACTION:

This change order is needed to provide technical services to install a grid sampling system associated with the tuning and performance testing of Unit #8.

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

PROJECT BUDGET

The overall project budget and commitments to date are summarized below. To date, the project budget has the following items encumbered:

\$17,475,000	FY 2015/16 CIP amount budgeted for project \$26,000,000 less reduced bonds issuance by \$8,525,000
<u>Sargent & Lundy, LLC</u>	
\$1,995,000	Encumbered not-to-exceed amount for Engineering Services
\$2,395,000	Engineering Services Contract Change Order No. 1
\$174,000	Engineering Services Contract Change Order No. 2
<u>GE Power Inc.</u>	
\$3,355,300	Contract cost for Natural Gas Conversion Equipment
\$29,869	Equipment Contract Change Order No. 1
(-\$321,600)	Equipment Contract Change Order No. 2
(-\$51,000)	Equipment Contract Change Order No. 3
\$1,620	Equipment Contract Change Order No. 4
\$0	Equipment Contract Change Order No. 5
\$32,679	Equipment Contract Change Order No. 6
\$62,310	Equipment Contract Change Order No. 7 (this Council Action Form)
<u>Emerson Process Management Power & Water Solutions, Inc.</u>	
\$1,595,000	Contract cost for DCS equipment
\$39,377	DCS Contract Change Order No. 1
\$12,611	DCS Contract Change Order No. 2
\$0	DCS Contract Change Order No. 3
<u>GE Energy Control Solutions, Inc.</u>	
\$814,920	Contract cost for TCS equipment Bid 1
\$244,731	TCS Bid 1 Contract Change Order No. 1
\$34,000	TCS Bid 1 Contract Change Order No. 2
\$0	TCS Bid 1 Contract Change Order No. 3
\$16,854	TCS Bid 1 Contract Change Order No. 4
<u>General Electric International, Inc.</u>	
\$186,320	Contract Cost for Turbine Steam Seal System - TCS Bid 2
\$24,536	TCS Bid 2 Contract Change Order No. 1
\$150,000	TCS Bid 2 Contract Change Order No. 2
\$0	TCS Bid 2 Contract Change Order No. 3

Henkel Construction Co.

\$898,800	Contract cost for Control Room Installation General Work Contract
\$66,782	Control Room Contract Change Order No. 1
\$17,683.54	Control Room Contract Change Order No. 2

TEI Construction Services, Inc.

\$1,572,019	Contract cost for Mechanical Installation General Work Contract
\$8,750	Mechanical Contract Change Order No. 1
\$156,131	Mechanical Contract Change Order No. 2
\$187,984	Mechanical Contract Change Order No. 3
\$9,785.37	Mechanical Contract Change Order No. 4
\$3,032.17	Mechanical Contract Change Order No. 5
\$7,725.98	Mechanical Contract Change Order No. 6
\$3,032.16	Mechanical Contract Change Order No. 7
\$21,673.58	Mechanical Contract Change Order No. 8
\$175,496.89	Mechanical Contract Change Order No. 9

FPD Power Development, LLC

\$3,145,149	Contract cost for Electrical Installation General Work Contract
\$12,044.24	Electrical Contract Change Order No. 1
\$41,265.65	Electrical Contract Change Order No. 2

Graybar Electric

\$98,560	Contract cost for UPS System
(-\$1,010)	UPS System Contract Change Order No. 1

Hertz Equipment Rental Corporation

<u>\$166,835.50</u>	Contract cost for Portable Electric Space Heaters
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\$17,383,266.72	Costs committed to date for conversion
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\$91,733.28	Remaining Project Balance to cover miscellaneous equipment and modifications to the power plant needed for the fuel conversion
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July 18, 2016

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

Ladies and Gentlemen:

I hereby certify that the public improvements required as a condition for approval of the final plat of **Brookview Place West, 4th Addition** have been completed in an acceptable manner by **Ames Trenching & Excavating of Ames, IA and Manatts, Inc. of Ames, IA**. The above mentioned improvements have been inspected by the City of Ames, Iowa and found to meet City specifications and standards.

On September 1, 2015, City Council approved the reduction to \$5,000 (**half by Hunziker & Associates and half by Furman Corporation**). As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$2,500.00 by Furman Corporation**. The remaining work that covers this financial security is the installation of pedestrian ramps.

Sincerely,

John Joiner, P.E.
Public Works Director
City of Ames

JJ/jc

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

Brookview Place West 4th Addition
 July 18, 2016

Description	Unit	Quantity
8" Sanitary Sewer	LF	472
Sanitary Sewer Manhole	EA	3
4" Sanitary Sewer Service	EA	14
8" Temporary Plug	EA	1
TV Sanitary Sewer	LS	1
15" RCP Storm Sewer	LF	64
6" PVC Footing Drain Collector	LF	464
SW-501 Intake	EA	2
Clean Out	EA	2
1-1/2' Footing Drain Services	EA	14
TV Storm Sewer	LS	1
Standard Fire Hydrant Assembly	EA	2
8" Water Main	LF	480
8" Gate Valve	EA	1
Wall Type Reaction Block	EA	1
1" Water Services	EA	14
Temporary 8" Plug	EA	1
8" Thick AC Paving	SY	1282
12" Thick Subgrade Preparation	SY	2027
Curb and Gutter	LF	918
6" Thick Two-Way Sidewalk Pedestrian Ramp and Landing	EA	2
Truncated Dome Tiles (2x4)	LF	24
Temporary 7" Thick PCC Turn-Around	SY	234
End of Road Barricade	EA	1
Mass Grading	LS	1
Finish Grading	LS	1
Erosion Control & SWPPP Management	LS	1
Temporary Seeding	LS	1

COUNCIL ACTION FORM

SUBJECT: 2011/12 & 2012/13 RETAINING WALL RECONSTRUCTION PROJECTS

BACKGROUND:

This annual program is to reconstruct and/or repair retaining walls located within the City's rights-of-way that have been identified as structurally deficient. These retaining walls become priorities for reconstruction and/or repair due to safety and maintenance concerns. Drainage improvements and structural changes to the retaining walls are also included in the program. The 2011/12 program location is on the south side of 13th Street near Crescent Street adjacent to the shared use path. The 2012/13 program location is on the east side of South Dayton Avenue just south of Lincoln Way.

On March 24, 2015, City Council awarded this combined contract to Miner Hardscape of Granger, Iowa in the amount of \$63,899.40. Construction was completed in the amount of \$61,816.72. Engineering and contract administration costs totaled \$12,363.75 for a total project cost of \$74,180.47.

This program was shown in the 2011/12 Capital Improvements Plan (CIP) with funding in the amount of \$80,000, and in the 2012/13 CIP in the amount of \$40,000, for a total of \$120,000 from the Road Use Tax fund. Savings from this project will be returned to the fund and may be used for future capital projects.

ALTERNATIVES:

1. Accept the 2011/12 & 2012/13 Retaining Wall Reconstruction Projects as completed by Miner Hardscape of Granger, Iowa, in the amount of \$61,816.72.
2. Direct Staff to pursue modifications to the project.

MANAGER'S RECOMMENDED ACTION:

The project was completed in a timely manner and was delivered on time and under budget.

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

COUNCIL ACTION FORM

SUBJECT: WATER TREATMENT PLANT LIME SLUDGE DISPOSAL CONTRACT RENEWAL

BACKGROUND:

The City's Water Treatment Plant is a conventional lime-softening facility that generates lime sludge as a by-product of the lime softening process. The lime sludge consists primarily of calcium carbonate and magnesium hydroxide and is dewatered and stored in lagoons prior to disposal on agricultural ground as a soil conditioner. To continue to have adequate storage for the lime sludge, the lime sludge must be cleaned out of the lagoons annually.

On May 28, 2013, City Council awarded a contract to Wulfekuhle Injection and Pumping, Inc. of New Vienna, Iowa for the removal and disposal of lime sludge. The contract agreement calls for the removal of 28,000 wet tons of lime at a unit cost of \$10.99 per wet ton, four dust control applications at \$500 per application, and mobilization charges totaling \$6,500 for a total contract price of \$316,220. The contract is renewable annually for a total of five years, dependent on successful performance by the contractor each year. The contract unit prices are fixed for the entire five-year agreement.

The actual quantity of lime to be removed varies from year to year, based in large part on the water demand and resulting rate of lime sludge production. During the third year of the contract, the quantity to be removed was increased in order to keep pace with sludge production. Work performed under contract for Year **Three (FY 15/16) has been completed to staff's satisfaction and in accordance with the contract requirements with no change orders. The total contract amount for Year Three, based on the actual tons disposed, is \$334,030.12. Staff recommends acceptance of the Year Three (FY 15/16) contract.**

Staff also recommends awarding the fourth year of the agreement to Wulfekuhle Injection and Pumping, Inc. Staff does not anticipate the need for increased lime sludge disposal this fiscal year, and recommends that the contract quantity be returned to 28,000 tons, in the original contract amount of \$316,220.

Lime Sludge Disposal	28,000 tons	@	\$10.99/ton	\$307,720
Mobilization	1	@	\$6,500 ea	6,500
Dust Control	4	@	\$500 ea	2,000
Total FY 16/17 Contract Award				\$316,220

The FY 16/17 operating budget includes \$349,000 for this work.

ALTERNATIVES:

1. a.) Accept completion of Year Three (FY 15/16) of the lime sludge disposal contract in the final dollar amount of \$334,030.12, and release the retainage in accordance with the contract documents.

b.) Award Year Four (FY 16/17) of the lime sludge disposal contract to Wulfekuhle Injection and Pumping, Inc. of New Vienna, Iowa in the amount of \$316,220.
2. Do not award the contract for FY 16/17 to Wulfekuhle Injection and Pumping, Inc. and direct staff to solicit new bids for removal and disposal of lime sludge.

MANAGER'S RECOMMENDED ACTION:

Wulfekuhle Injection and Pumping, Inc. has completed Year Three (FY 15/16) of the lime sludge disposal contract to staff's satisfaction and in accordance with the contract requirements. It is appropriate to exercise the option to enter into Year Four of the agreement.

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

COUNCIL ACTION FORM

SUBJECT: EMERGENCY RESIDENCE PROJECT ASSET BILLINGS

BACKGROUND:

The City has funded services from the Emergency Residence Project (ERP) through the ASSET process for a number of years. The City's FY 2015/16 contract with ERP is \$73,000, and the FY 2016/17 contract amount is \$76,500. ERP is funded for two services: Emergency Assistance for Basic Material Needs (shelter), and Transitional Housing. For FY 2015/16, all \$4,500 in Transitional Housing funds have been drawn down. A total of \$28,272.42 remains unpaid in that year for the shelter program.

During the City's budget season, the City Council expressed concern regarding whether the City was paying for ERP clients from outside the Ames community. City staff reviewed the bills and discovered that a substantial number of clients billed to the City had last mailing addresses outside the City of Ames. In April, City staff met with ERP and asked ERP staff to no longer submit bills for clients who indicate last mailing addresses outside of Ames. ERP staff indicated that even by submitting only "Ames" clients, ERP could draw down the City's allocation in its entirety each year.

In June, the City received a drawdown request from ERP, which again contained non-Ames clients in the shelter program. City staff rejected this drawdown request and asked to receive a bill containing only Ames clients. Shortly thereafter, City staff conferred with County staff to compare bills. The City's contract with ERP requires three years of records to be kept by the agency, so the previous three fiscal years were compared.

This review identified 35 instances in the past three years where a portion of a client's stay was billed to the City and a portion billed to the County. In these instances, the same "Date of Service Entry" was filled in on both the City and County's claim forms, but a "Date of Service Exit" was only indicated on the County's claim form. A different number of days of service was billed to each funder. An example of how this type of billing looked is below:

Client	City					County			
	Date of Service Entry	Date of Service Exit	Calculated Service Days	Days Billed to City		Date of Service Entry	Date of Service Exit	Calculated Service Days	Days Billed to County
A	12/20/2013	--	--	12		12/20/2013	1/3/2014	14	2
B	12/20/2013	--	--	12		12/20/2013	1/10/2014	21	9
C	12/21/2013	--	--	11		12/21/2013	1/2/2014	12	1

Note: client names, addresses redacted. The "Calculated Service Days" column does not appear on actual bills

In these 35 instances, the total number of days billed to each funder falls within the total period of time indicated by the dates of service entry and exit. **However, without having the County’s records, the City’s bill appears incomplete and possibly duplicative of the County’s.** Between both the City and the County, a total of \$30,408.80 was paid to ERP for the 1,223 shelter nights provided to these 35 clients. **Another seven clients were identified where the City received more complete billing information and the County received only a date of service entry.** For these clients, a total of \$3,534.87 was paid between the City and County for a total of 141 shelter nights.

In addition, City and County staff identified 9 instances where both the City and County received a bill indicating the client’s name and the same “Date of Service Entry,” but no “Date of Service Exit” was provided on either the City or County’s bill. In these instances (example below), it is not possible to verify whether the service was duplicated using the records provided to the City and County at the time of billing.

Client	City					County			
	Date of Service Entry	Date of Service Exit	Calculated Service Days	Days Billed to City		Date of Service Entry	Date of Service Exit	Calculated Service Days	Days Billed to County
A	7/1/2014	--	--	31		7/1/2014	--	--	30
B	7/1/2014	--	--	31		7/1/2014	--	--	30
C	7/1/2014	--	--	31		7/1/2014	--	--	30

Note: client names, addresses redacted. The “Calculated Service Days” column does not appear on actual bills

For these clients, a total of \$10,612.79 was paid between the City and County for a total of 431 shelter nights. This second set of clients is more concerning to City staff because even having copies of the bills to both the City and the County, it cannot be verified whether the funders were being double-billed for the same service.

Following this review of prior billings, the City received a corrected final drawdown request from ERP to replace the June request that had contained non-City clients. **City staff has not paid yet paid that claim.** City and County staff met with representatives of ERP to discuss these billing issues on July 18th. ERP staff explained that what typically happens in the course of a year is that ERP will alternate sending the bills for some months to the City and other months to the County.

Because the City has, until recently, accepted clients regardless of their last known address, and because the County accepts bills for any client; ERP has not divided the clients on the basis of residency to send different clients to each funder. Instead, the division between clients sent to a particular funder has been on the basis of when the service was provided.

When clients stay at the shelter across multiple months, it is ERP staff’s impression that their stay may have been split across both funders, resulting in the situation described by the first example, above. ERP staff indicated that when the bills are prepared to go to

the City or County, if a client has not yet left the shelter, their "Date of Service Exit" would not be filled in.

ERP staff has received a list of the bills in question and is reviewing its original records to provide further information to City and County staff. City and County staff have asked ERP to develop procedures and policies to eliminate the possibility of discrepancies such as this occurring in the future. ERP representatives were eager to review billing practices and provide clearer billing in the future.

City staff does not believe this billing discrepancy has been malicious on the part of ERP. The City may receive 300 separate billings from all the ASSET-funded agencies in the course of a year, and payments are made for over 38,000 individual units of service. Therefore, supporting records are not requested to be sent to the City routinely with drawdown requests. Instead, bills received by City staff are spot-checked, but not thoroughly examined unless a problem is detected or if City staff has reason to scrutinize a particular agency's submittals more closely.

Due to the transient nature of the clients for the shelter service, determining when a person with no permanent residence becomes a resident of the Ames community is an issue that does not have an obvious answer. For many years, it appears the City's practice has been to accept bills from ERP for any client, regardless of the most recent known address.

When the funders accept bills for clients outside their jurisdictions, it appears the conditions are enhanced for some sort of cross-billing to take place. In other ASSET agencies, this is not an issue because the City accepts only City clients and the County accepts only County clients. Moving forward, the City has indicated to ERP that only City clients will be accepted, although the County has not discussed whether it will do the same with County clients.

The City's deadline to submit requests for drawdown under the FY 2015/16 contract was in mid-July, and the Finance Department is now completing the close-out of that fiscal year. **City staff is not comfortable paying the final \$28,272.42 owed on ERP's FY 2015/16 contract until that claim can be scrutinized and these past billing issues are resolved. However, the previous fiscal year needs to be closed out. Normally at the end of a fiscal year, any balance remaining unpaid on ASSET contracts is returned to the Local Option Sales Tax Fund balance.**

ALTERNATIVES:

1. Carry forward ERP's remaining FY 2015/16 balance, where it can be paid out once staff is satisfied its claims are in order.
2. Do not carry forward ERP's FY 2015/16 balance, and direct staff to pay ERP's remaining FY 2015/16 claim.

3. Do not carry forward ERP's FY 2015/16 balance, and direct staff to not pay ERP's remaining FY 2015/16 claim.

MANAGER'S RECOMMENDED ACTION:

City staff is optimistic that these discrepancies can be resolved with a few weeks of additional time. Since ERP's final drawdown was in advance of the deadline given, staff does not believe the outstanding amount left on ERP's FY 2015/16 contract should be forfeited due to the end of the fiscal year. It is anticipated by City staff that the billing issues can be resolved by September.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby carrying forward ERP's remaining FY 2015/16 balance, where it can be paid out once staff is satisfied that its claims are in order.

Staff Report

**REQUEST TO INITIATE TEXT AMENDMENT TO REDUCE HOTEL
PARKING REQUIREMENTS IN CAMPUSTOWN**

July 26, 2016

BACKGROUND:

On July 12th the City Council received a letter from the developer of the 2700 Block of Lincoln Way stating that, subsequent to Council's review of their project concept on June 14th, they now have an option to add a significant hotel to their project. The concept in June included a boutique hotel of approximately 25 rooms, approximately 500 student housing beds, and ground level commercial uses. Based upon Council's comments from June to consider a larger hotel option, the developer has since pursued an option with a national full service hotel operator that could change the project description to approximately 110 hotel rooms, 400 student housing beds, and ground floor commercial. **Although the developer is interested in pursuing the large hotel option, they do not believe they can meet the current hotel parking rate of 1 parking space per guest room, plus employee parking and parking for accessory commercial uses, such as restaurants and meeting spaces.**

The developer believes that they can provide on-site parking for 50-60% of the guest rooms with approval of valet parking. Staff and the developer have discussed the existing approval process for remote and shared parking in this area, but it does not appear that there are 50 parking spaces available in perpetuity on any nearby property to conform to the requirements of the Zoning Ordinance.

Hotel Parking Options

The hotel parking standard is divided into two components, one for guest rooms and one for commercial uses. Within Campustown and Downtown, the service uses of a restaurant or bar would not require parking if they are an independent use from a hotel, but when within a hotel they have a parking requirement. The second component of the parking is related to operation of the hotel and is based on a typical rate of 1 space per guest room and 1 for every 2 employees on the largest shift.

Option 1- Eliminate the accessory use parking requirement for bars and restaurants

The current parking rate for commercial uses is based upon the assumption that the hotel's amenities may be a destination for the broader community and not just for the occupants of the hotel. The Gateway Hotel would be an example where the meeting facilities and restaurant are utilized by the community as a whole and not just the guests of a hotel. In these circumstances where a hotel is a destination, the additional parking

requirement is appropriate. In Campustown there is no parking required of commercial uses in an effort to promote a walkable environment and efficiency in development of land. **An amendment to the hotel parking rate for CSC and DSC could delete the bar and restaurant component to make parking requirements identical for hotel related commercial uses as it is for any other type of commercial use in these zoning districts.** A large ballroom or meeting facilities would continue to have an additional parking requirement.

Options 2-Reduce the Guest Room Parking Requirement

The requirement for 1 parking space per guest room with an allowance for additional employee parking is a typical parking standard. This standard is based upon meeting demands for full occupancy during peak periods. However, hotel occupancy is on average well below 100% and would not need 1 space per room during the majority of the year. As discussed with the developer, although remote parking for hotel parking is approvable, it does not appear there is land near the site (within 400 feet) to meet a need of approximately 50 parking spaces and have it permanently available for their uses. Additionally, shared parking would not work for the site as the residential use and the hotel occupants would have overlapping peak demands.

Due to these constraints, the developer desires that the mandatory parking rate be reduced to 0.5 parking spaces per guest room. However, the developer believes that for a large hotel to ever participate in a project in this area, additional parking spaces would need to be procured by the developer to meet the operator's needs. The developer believes they may be able to secure additional offsite parking to satisfy a hotel operator, but it may not be to the standards of the City of permanently reserved spaces as required by the Zoning Ordinance.

STAFF COMMENTS:

Staff believes that the parking ratios applied to hotels within CSC and DSC are common standards to most cities. In select urban settings, some cities will reduce such parking requirements when there is a desire to promote a specific use, an availability of public parking, a consistency in design character, or an expectation for users to arrive at hotel from a variety of means, not just personal vehicles. **If City Council wants to incent development of a hotel the CSC and DSC areas, then lessening the cost of development by reducing parking requirements could be done by eliminating the bar and restaurant requirement and reducing the guest room rate, this would be choosing both Option 1 and Options 2.**

Alternatively, City Council could choose to initiate a text amendment to eliminate only the bar and restaurant requirement and maintain the guest room parking rate. If City Council does not have an interest in reducing the hotel parking rates, the developer would then need to either secure offsite parking consistent with the Zoning Ordinance requirements, or to reduce the apartment units in the project to provide more space for hotel parking. However, the developer does not believe that a large full service hotel would be viable on their site without a parking reduction, but they would continue to pursue the smaller boutique hotel plan.

Applicant Letter

To: Honorable Mayor and City Council
From: Chuck Winkleblack, Hunziker Companies
RE: 2700 block of Lincoln Way
Date: July 8, 2016

Last month, the council voted to move forward the project between Hyland and Sheldon on Lincoln Way. At that time, the project included a 25 room boutique hotel on the main level. In response to inquiries as to whether the hotel could be made larger, the Developer mentioned that there was a chance as the project evolved.

Since that meeting, the Developer has tentatively agreed with a large national hotel chain to build a 110 key hotel as part of the project. However, to allow this change to be feasible, the parking requirements for a hotel would need to be modified. The current code requires the hotel to provide 1 parking space for each hotel room plus employees and amenity/retail spaces at associated ratios. Hotels typically strive to rent at an occupancy of 60 to 65% on a regular basis. Due to the urban site, local market conditions and if the project were to meet existing parking requirements, the project would not be feasible. As the hotel only requires 100% occupancy and associated parking intermittently throughout the year, the hotel operator/Developer propose to accommodate any additional parking off site with valet or shuttle type service for those busy times.

Our request is to have staff investigate modifying the code or granting an exception to the code to change the parking to requirements to one stall for every 2 rooms as part of the agreement. In addition we are requesting to eliminate the commercial and amenity parking requirement associated with hotel to better align with CSC zoning where these uses would not require parking under existing ordinance.

This parking change would not apply to the student housing portion of the project. By changing the project to the larger hotel it reduces the number of student housing beds from a little over 500 to approximately 400. The hotel would have a full service restaurant and the building would still have retail space in addition to the larger hotel use and amenities.

If the council decides not to pursue the parking change the Developer will continue forward with the project that was presented to council in June with a 25 room hotel.

Thanks in advance for your consideration!
Respectfully submitted
Chuck Winkleblack, Hunziker Companies

COUNCIL ACTION FORM

REQUEST: REZONE FROM A (AGRICULTURAL) TO FS-RL (SUBURBAN RESIDENTIAL LOW DENSITY), FS-RM (SUBURBAN RESIDENTIAL MEDIUM DENSITY), AND CGS (CONVENIENCE GENERAL SERVICES) WITH A MASTER PLAN FOR PROPERTIES LOCATED AT 5571 GRANT AVENUE

BACKGROUND:

The property owner, Rose Prairie LLC, requests rezoning of a single parcel of land located at 5571 Grant Avenue. The site, on the west side of Grant Avenue and south of 190th Street, comprises 170.33 acres (see Attachment A: Location and Current Zoning Map). The developer seeks a rezoning to allow for development of the site with low density residential, a medium-density apartment component along the north boundary of the site, and a commercial node at the northeast corner. The developer also seeks City Council approval of an amendment to a pre-annexation development agreement that is a separate item on this agenda.

The rezoning request is for three separate zoning districts (see Attachment B: Proposed Zoning) with one master plan for the entire property. The applicant proposes a 10.31 gross acre site at the northeast corner of the site, with frontage along both Grant Avenue and 190th Street, for Convenience General Services. A 15.50 gross acre site lying west of the proposed commercial zone is anticipated to be developed as FS-RM. The FS-RM area has existing frontage along 190th Street. The remaining 144.51 gross acres will be developed as FS-RL. The FS-RL area of the site has existing frontage along Grant Avenue. Since the subject parcel is one tract of land, the proposed rezoning districts are described as metes and bounds. Later, final plats will create individual lots which will follow these described zoning district boundaries.

The Land Use Policy Plan considers this area as part of the North Allowable Growth Area and as New Lands. City Council approved a Village/Suburban Residential land use designation at their meeting last spring. That action also included creating a Convenience Commercial Node at the intersection of Grant Avenue and 190th Street. The LUPP defines policies for support of zoning within the above designations, including size limits and location elements for commercial; minimum residential development densities between 5 and 6 units per acre; and allowances for a mix of single family and multi-family housing types. The two proposed residential zoning districts are compatible with the current residential LUPP. So, too, is the proposed CGS designation compatible with the commercial node. An excerpt from the LUPP Land Use Map can be found in Attachment C.

The Master Plan (Attachment D) submitted with this rezoning request anticipates the eventual development of a number of “pods.” These pods will likely be developed separately, either by Rose Prairie LLC or by other developers. The Master Plan

identifies the acreage of each pod and a range of dwelling units for each. The total estimated net acres for all development (residential and commercial) are approximately 100 acres, with the remainder of the area (about 70 acres) used for open space, a public park, and streets. The Master Plan includes a summary of total acres for each development type as well as acreages reserved for open space, parks, etc. for the entire site. The park is shown on the Master Plan as Parcel 15 and is approximately 5 acres in size. The mix of uses within the developable area, by land area, is approximately 80% single family, 14% multi-family, and 6% commercial.

The FS-RL portion comprises an estimated 80.91 net acres of the entire development area. The total number of dwelling units (proposed both as single-family attached and detached) in the FS-RL will fall within the range of 342 to 500. This equates to a density range of 4.23 dwelling units per net acre to 6.18 dwelling units per net acre. Required density for FS-RL is between 3.75 and 10.00 dwelling units per net acre.

The FS-RM zoning comprises an estimated 13.54 net acres. The total number of dwelling units will fall between 136 and 246. This equates to a density range of 10 dwelling units per acre to 18.17 dwelling units per net acre. Required density for FS-RM is between 10.00 and 22.31 dwelling units per acre. FS-RM zoning standards limit apartment buildings to no larger than 12 units in any one building. As part of the Master Plan, no more than 25 percent of the units in any one apartment building may be three bedroom units, all other units must be two or less bedrooms. Single-family attached homes have no restriction in the Master Plan on bedroom counts.

The Master Plan identifies the CGS zoned area as being 6.01 net acres. Because of topography, this node is split into two separate sites. The LUPP indicates a Convenience Commercial Node should typically be between 2 to 5 acres, but not exceed 10 acres. The LUPP also describes the intent for such convenience commercial uses to be located in a highly concentrated area of residential development and to be placed along a thoroughfare. Approval of this site for CGS zoning would fulfill the LUPP's intent for this commercial node in the North Growth area.

The attached addendum includes a full description of the Master Plan and analysis of the rezoning proposal. The Multi-Family RH checklist has also been attached for review of the FS-RM component of the project. Ultimately, development of the property will be subject to preliminary plat and final plat approval, as well as site development plan approvals for commercial, multi-family, and attached housing developments.

The property is located within the Ada Hayden Watershed and is subject to the City's conservation subdivision ordinance standards. These requirements are above and beyond standard subdivision requirements and address mandatory storm water treatment measures and provide for increased open space. One of the key issues for development in the watershed is the long term protection and enhancement of water quality downstream from this site. The majority of the watershed area eventually flows through this site and to the southeast corner where it then passes under Grant Avenue to the park area and the wetlands located west of the lake. The addendum to this report includes an estimate of the impervious surfaces related to development of the site in

relation to the proposed Master Plan. Site development will ultimately need to meet the stormwater quality and quantity standards of Chapter 5B of the Municipal Code.

Although the site has never been rezoned for development, an existing pre-annexation development agreement defined a concept plan and layout for the development of this site. That agreement was approved prior to the annexation of the site in 2010. The development concept included 292 single-family detached homes with an additional component (approximately 8 acres) of townhomes. In April of this year the City Council consented to allow the developer to propose a new Master Plan and zoning and to consider a revision to the development agreement along with the rezoning application. If no changes are approved by City Council to the development agreement concurrent with the rezoning, the site can be rezoned only to FS-RL without the commercial component or medium density component and with a cap of 292 single family units. Council action on the Addendum to the Development Agreement follows this rezoning request to consider changes to the allowed uses as well as other terms associated with development of the site.

Staff concludes that the Master Plan identifies developable and undeveloped areas, range of uses and residential unit types consistent with the proposed FS-RL and FS-RM zoning districts. Staff believes the rezoning proposal to FS-RL, FS-RM, and CGS is consistent with LUPP objectives and Future Land Use Map.

Planning and Zoning Commission Recommendation. At its public hearing on June 1, 2016, the Planning and Zoning Commission recommended approval (4-2) of the request for rezoning from Agricultural (A) to Suburban Residential Low Density (FS-RL), Suburban Residential Medium Density (FS-RM), and Convenience General Services (CGS) with a limit on the number of FS-RM dwelling units to 246 dwelling units and to limit the overall number of dwelling units to 746 units. The discussion by the Commission was primarily concerned about open spaces, overall development intensity on the edge of the city, and the multi-family component of the project. In response to this recommendation, the developer amended their initial rezoning request to conform to the Planning and Zoning Commission's recommendation by essentially lowering their multi-family development request.

ALTERNATIVES:

1. The City Council can approve the request for rezoning from Agricultural (A) to Suburban Residential Low Density (FS-RL), Suburban Residential Medium Density (FS-RM), and Convenience General Services (CGS) as proposed by the rezoning request, supported by the findings of fact, and to adopt the included Master Plan.

This option reflects the developer's request and the Planning and Zoning Commission recommendation. The signed zoning agreement for the Master Plan is required prior to approval of the rezoning ordinance.

2. The City Council can approve the request for rezoning from Agricultural (A) to Suburban Residential Low Density (FS-RL), Suburban Residential Medium Density (FS-RM), and Convenience General Services (CGS) with a limit on the number of

FS-RM dwelling units to 144 multi-family dwelling units and to limit the overall number of dwelling units to 644 units.

Although there are a number of options available for a lower range of intensity of development for the site, this alternative, as explained in the Addendum, reflects an overall density slightly above the LUPP target of 6 units per net acre when considering a mix of FS-RL and FS-RM. This option reduces the FS-RM allowance to 144 units, which could equate to twelve 12-unit apartment buildings, and a density of approximately 11 units per acre within FS-RM. This alternative would require the applicant to update the proposed Master Plan to reflect this maximum number of dwellings prior to the rezoning ordinance third reading.

3. The City Council can approve a modified Master Plan, different densities, or changes to size and location of the proposed zoning districts.

If the City Council desires alternative zoning boundaries, uses, or densities, it can ask the applicant to prepare revisions to the application and Master Plan for consideration at a later meeting.

4. The City Council can deny the request for rezoning from Agricultural (A) to Suburban Residential Low Density (FS-RL), Suburban Residential Medium Density (FS-RM), and Convenience General Services (CGS) as proposed by the rezoning request if the City Council finds that the City's regulations and policies are not met.

If the City Council finds that the proposed rezoning and Master Plan is inconsistent with the Land Use Policy Plan or City ordinances, it can deny the rezoning request with the proposed Master Plan.

CITY MANAGER'S RECOMMENDATION:

The proposed rezoning to FS-RL, FS-RM and CGS area is consistent with the Land Use Policy Plan. Staff believes that the diversity of housing identified by the applicant is desirable, including the allowance for 12-unit apartments and a small commercial node. The proposed development concept is higher in density than many recent suburban developments when accounting for the maximum number of units described in the Master Plan. If the project was to develop at the lower level of the density ranges it would be similar to other larger FS-RL/FS-RM development areas.

Final development approvals will still be subject to Preliminary Plat and Site Plan approval processes that will address in more detail the City's development standards and ensure that the proposed density of development is suitable for a site. The apartment component has one specific element concerning a bedroom limitation that is intended to ensure there is broad market appeal and limits the intensity of use. The Master Plan includes a limit that no more than 25 percent of any one apartment building can have more than two bedrooms (that is, no more than 3 units in a 12-unit building).

The Master Plan proposes development that falls within the density range of the respective zones and meets the open space requirements of the conservation

subdivision ordinance. It is also intended to allow for individual development of residential pods that are integrated with open space and connected by a collector street system. The range of development density is intended to give flexibility to subsequent developers to provide a variety of housing types in the project area. The developer proposes to include an east/west trail connection through the development as well as a shared use path along Grant Avenue. In addition, the Conservation Subdivision ordinance requires additional internal trail connections which will be shown in subsequent preliminary plats. The developer has also included 5 acres of land for a neighborhood park to serve this area. The proposed development agreement provides additional information regarding the platting and acceptance of the park land.

The site lies within sanitary sewer and water connection districts and is also subject to an assessment agreement regarding payback for the cost of paving Grant Avenue. This development was also part of a broad area-wide traffic study from 2010 that determined development impacts from build-out of the Northern Growth Area. Conclusions from the staff review of overall infrastructure needs are that adequate facilities are in place or will be in place to serve the development with conditions on the platting of the property and in conformance with the development agreement. Further infrastructure details will be refined during the preliminary plat submittal and review.

The developer has also estimated the differences between the impervious surfaces related to the proposed project and the original developer's plan. Although a stormwater management plan has not been formally reviewed by staff, Public Works believes the estimates of runoff are reasonable and that the planned open space in the project will be adequate to treat and detain water. Ultimately, the final subdivision design and density will be subject to conformance with the City's Chapter 5b stormwater requirements and Conservation Subdivision standards.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the request for rezoning from Agricultural (A) to Suburban Residential Low Density (FS-RL), Suburban Residential Medium Density (FS-RM), and Convenience General Services (CGS) as proposed by the rezoning request, and to adopt the included Master Plan. This alternative would allow a maximum of 500 single family attached and detached homes and 246 multi-family apartment units with a further limit that no more than 25 percent of the units in any one building can contain three bedrooms.

ADDENDUM

Existing Land Use Policy Plan. Prior to annexation of the property, the Land Use Policy Plan (LUPP) identified this parcel as within the “North Allowable Growth Area” and designated as “Urban Residential” by the Ames Urban Fringe Plan. The annexation was approved by City Council on July 12, 2011; however, a Future Land Use designation was not placed on the land until May 26, 2015. At that time, the property was designated as “Village/Suburban Residential”, allowing for a broad range of residential development types. In addition, a Convenience Commercial Node was placed at the intersection of Grant Avenue and 190th Street at the northeast corner of the site. The node is intended to provide only a general location.

The Village/Suburban designation is intended for one of two types of development: the village concept or the suburban residential concept. Suburban residential developments are intended for remaining in-fill areas and for New Lands area where the village residential development is not chosen. Suburban residential designated areas are anticipated to develop similar to past residential development patterns, such that it is generally a singular residential use pattern with little design integration as compared to a village. The LUPP expects that Suburban Residential, although vehicular focused, is to provide improved pedestrian connections to parks, schools and open space areas using such amenities as sidewalks on both sides of the street, bike connections, and open space areas. It is also required that the conservation of designated natural resources areas, such as designated environmentally sensitive areas, be protected through design features incorporated into the development. The LUPP describes development of New Lands as averaging 5 units per acre across the build-out of these areas, but that no one project is limited to 5 units per acre. The general assumption is that a mix of 80% single family and 20% medium density would accomplish this goal for density. The description of the mix of FS-RL and FS-RM targets a minimum density of 6 units per net acre.

Existing Uses of Land. Land uses that occupy the subject property and other surrounding properties are described in the following table:

Direction from Subject Property	Existing Land Uses
Subject Property	Farmland, abandoned farm house
North	Farmland, scattered home sites, horse stable, communications tower (all outside the city)
East	Mostly vacant but recently approved developments include Quarry Estates (low and medium density residential) and Hayden’s Crossing (low density residential), Ada Hayden Heritage Park (all inside the city)
South	Home site, cell tower, farmland (all outside the city). An agreement with the owner of the farmland anticipates future annexation and development
West	Ames Golf and Country Club, farmland (outside the city). An agreement with the golf course will allow for future annexation.

Existing/Proposed Zoning. The land was automatically zoned as Agricultural upon annexation. Properties to the north, west, and south of the subject property remain in

unincorporated Story County and are zoned A-1 Agriculture. The home site to the south is zoned A-R by the County.

The area to the east, across Grant Avenue, lies within the City limits and is zoned FS-RM (a 10-acre piece in the northwest portion of Quarry Estates), FS-RL (the remainder of Quarry Estates and all of Hayden's Crossing), and S-GA (Ada Hayden Park).

The developer is seeking rezoning to FS-RL, FS-RM, and CGS. As noted previously, these zoning designations are consistent with the Land Use Policy Plan Future Land Use Map. The location of the CGS is acceptable to staff as it is situated at the traditional location of the two major streets in the area, rather than pulled farther south to a more central location. Although a central location would be desirable from a walkable community perspective, it could be challenging for commercial to work further south due to lower traffic volumes and minimal development concentrated around it with the City's open space of Ada Hayden to the east.

Master Plan. A Master Plan is intended to provide a general description of the intended development of a property. It must address natural areas, buildable areas, building types, range of uses, and basic vehicular access points, as described in the zoning requirements of Section 29.1507(4).

The Rose Prairie Master Plan identifies a number of development "pods," allowing each to be developed independently and, possibly, by different developers. Three of the ten pods shown in the FS-RL zone are destined for single-family attached homes (twin homes, attached townhouses, etc.). The remaining seven pods are single family detached homes. The intent within the FS-RL areas is that single family detached could be mixed with any of the other building types, but that other building types could not be added to an area that is not anticipated on the plan.

The submitted Master Plan proposes areas for residential development on 94.5 acres of the property and commercial development on about 6 acres. The remaining 70 acres of the site is planned to accommodate open space, including storm water detention areas, open space, and a 5 acre park to be dedicated to the City. The City has requested this park area in order to be consistent with the service level goals of the Land Use Policy Plan for 5 acres of parkland per 1,000 people. The park would be a neighborhood park that requires some areas of level land for amenities, but there would be no on-site parking constructed within the park. The layout of the park conforms to the general interests of the Parks and Recreation Director for relatively flat land that is visible and has a large enough area for the City to program a variety of features. The accompanying development agreement specifies the conditions for the developer to provide a park to the City as part of the development.

Public road access to Grant Avenue is anticipated at three points. The northern point is aligned with Ada Hayden Road, the access to Quarry Estates; the middle access is aligned with Leopold Drive, the north entrance to Hayden's Crossing; and the southern access is aligned with the access to a parking area for Ada Hayden Heritage Park.

Public road access to 190th Street lies between the proposed commercial zone and the FS-RM zone. A north-south collector street will run the length of the development, which will also have an easterly connection to Grant Avenue.

The Master Plan also shows the General Flood Plain Overlay that is located, generally, east/west along the north boundary of the southern quarter-quarter section. Development, including grading, is limited in this area unless the developer seeks to have the designation changed through a site specific study that determines specific flood plain dimensions.

Proposed FS-RL (Suburban Residential Low Density) Zoning. The developer is requesting FS-RL zoning for 80.91 acres of the site. FS-RL allows for single-family detached homes as well as single-family attached homes. Up to 12 attached units can be constructed provided the development has access from a rear alley; otherwise attached dwellings are limited to 5 units. Apartments are not an allowed use in the FS-RL district.

The FS-RL district requires a housing density of between 3.75 dwelling units per acre and 10.00 dwelling units per acre. The overall density of the FS-RL, as shown on the submitted Master Plan is between 4.23 and 6.17 dwelling units per acre. However, as the developer wishes to allow each “pod” to be developed separately and, possibly, by different developers, the density of each individual pod also falls within the allowable density range.

Proposed FS-RM (Suburban Residential Medium Density) Zoning. The developer is requesting FS-RM zoning for a portion of the parcel lying at the north end, comprising about 13.5 acres. FS-RM allows for single-family attached and detached homes (including twin-homes and duplexes), as well as apartment buildings having up to 12 dwelling units. Apartments will require the submittal of a Major Site Development Plan and approval by the City Council at the time of construction.

The FS-RM district requires a housing density of between 10.0 dwelling units per acre and 22.31 dwelling units per acre. With 136 proposed units at the low end to 246 units at the high end, the Master Plan shows that the FS-RM district will have a range of overall density of between 10.04 and 18.17 dwelling units. Staff generally believes adding diversity of housing is good for such a larger area, but cautions that the site does not score well on the RH checklist overall and should be an overly intense apartment project that maximizes FS-RM density allowances.

Overall Density. While the City seeks to increase density to better and more efficiently provide services, the City also recognizes the impacts of development on downstream resources. In this case, the community has a very strong interest in ensuring the quality of the Ada Hayden watershed. The 2010 agreement with the then-owners of Rose Prairie anticipated 292 single family detached homes (and an undetermined number of townhomes). The City Council gave direction in April of this year to proceed with amending that agreement and consider an alternative development concept. The report to City Council included an exhibit from the developer showing his desire to increase the

number of dwelling units to 739. The proposed Master Plan arrives at a total of 746 dwelling units, essentially the concept that was proposed in April.

Staff looked at the site through the policies and language of the LUPP for density expectations in New Lands and how the concerns about over development in the watershed and its general location on the edge of the community affected development intensity. In other areas of the City developed only under FS zoning standards there would likely be 100+ net acres for development on a 170 acre site when removing street right-of-ways and mandatory 10% of the area as open spaces. Due to a mandatory 25% open space requirement in the Conservation Subdivision standards there are fewer net acres available for this development, but the developer has been able to maximize the net land are with the proposed layout.

The language of the LUPP supports a goal of an average development density between 5 and 6 unit per net acre, but mandates that no one development is restricted to such a range. Typical developments of exclusive single-family homes are built at a density of just over 4 units per net acre, although the LUPP targets approximately 600 units for a similarly situated 100 net acre area (6 units x 100 net acres) when factoring in a broader range of uses. Staff then considered goals of housing diversity and how the developer was promoting housing choices in both single-family and multi-family housing to justify a higher range of development. Staff originally concluded that a mix of uses that result in 644 units was within the policy direction of the LUPP for new lands areas by supporting a large number of single family homes and a modest component of apartments. Staff viewed this as realistic projection of what could be built within typical Ames development practices.

At that June Planning and Zoning Commission meeting, the applicant discussed their intent for development and desire to have a range of housing options with flexible densities to market to other developers. The developer also discussed (and staff agrees) that the proposed 246 apartment units within the FS-RM area are unlikely to be achieved uniformly across the area. The amount of parking, landscaping, driveway access and the irregular shape of the FS-RM district would make a layout of 21 apartment buildings problematic because of the building size limitation and location requirements of zoning.

Staff believes the impacts of having the maximum number of total units (746) and subsequent overall density of 7.90 dwelling units per acre, can be ameliorated during the subsequent preliminary plat reviews and site plan reviews. The conservation requirements of low-impact development and a minimum of 25 percent green space will provide areas for storm water management required under the City's Chapter 5B requirements. More discussion follows on these issues.

Public Water. Water service has been brought to the site under the terms of the development agreement and is adequate to serve the entire development. Actual internal water service and anticipated stubs to adjacent properties will be finalized during the review of the preliminary plat.

Public Sanitary Sewer. Sanitary sewer service has also been brought to the site, lying on the east side of Grant Avenue. This sewer extension was facilitated through the establishment of a connection district for which the developer will pay a share of the costs. The developer must then connect to the system and extend sewer throughout the project. Due to the request for an increase in density beyond what was contemplated in 2010, Public Works redid the sewer modeling. The conclusions were that with the extension of sewer lines described in the Development Agreement that adequate capacity would exist to serve the Rose Prairie development and the adjacent properties, including the Borgmeyer land west of the site. There were no downstream issues identified.

Storm Water Management. The site will be developed to meet the requirements of the City's conservation subdivision ordinance. The natural drainage features will be preserved and impacts of development on the landscape will be ameliorated. The standards require on-site treatment and storage of stormwater within open spaces and conservation areas. These open spaces and conservation areas shall comprise at least 25 percent of the gross acreage of the site. The Master Plan provides 43.35 acres of open space and an additional 5 acres of a public park, totaling 28.5 percent of the gross acreage.

Since the proposed development is currently covered by a Master Plan approved in the 2010 development agreement, staff sought to obtain information about the differences in storm water volume between that development and this proposed one. The results can be found in Attachment E.

The 2010 Master Plan anticipated about 300 single family homes plus an additional (undetermined) number of attached homes. The estimated impervious surfaces based on that layout (rooftops, roads, parking areas, driveways, sidewalks, and paved paths) comprised about 29 percent of the site (51.14 acres). The proposed Master Plan doubles the number of proposed units and adds a commercial component. The estimated impervious surface comprises about 39 percent of the site (68.12 acres).

Based on these estimates, the 2010 development would have contributed 29.73 acre-feet of stormwater from impervious surfaces in a 100-year rainfall event. The proposed 2016 development would create 39.61 acre-feet during the same 100-year rainfall event (7.12 inches of rain in 24 hours).

While these numbers provide a comparison of impervious surfaces and expected rain runoff between the previously approved and currently proposed development plans, they do not indicate how that generated runoff will be treated and stored in accordance with City requirements. For example, the Conservation Subdivision regulations require buffers along drainage ways and encourage best management practices in treating storm water. In addition, the Chapter 5B Post-Construction Storm Water Management requires the treatment of the "first flush" of rainfall as well as the detention of storm water, allowing the release only at a volume and rate consistent with that of a "meadow in good condition." The specific stormwater treatment plan for the development will be evaluated as part of the preliminary plat review.

Staff has not formally reviewed a storm water management plan with the rezoning, since such a review is a submittal requirement for subdivision and site plan review. However, staff concurs that the estimated impervious surfaces are a worst case or conservative estimate of the storm water treatment needs. The applicant believes from their preliminary assessment that the proposed level of development can meet the storm water treatment objectives with the elements of open space included in the project.

Traffic. The current agreement requires the developer to install a number of traffic improvements to serve Rose Prairie. These improvements include the installation of a traffic light and an additional traffic lane on Hyde Avenue at Bloomington Road and an additional right turn lane on Bloomington Road at Grand Avenue. The City's traffic engineer has reviewed the proposed development and, although additional traffic can be expected over the previous development, he does not believe the conclusions of the prior traffic study for improvements are substantially affected by the proposed changes to the project. No other traffic analysis was required with the rezoning request.

Apartment Matrix. The matrix used to evaluate apartment locations is included in Attachment F. The FS-RM component has mixed grades. The site scores high only on being outside the Floodway Fringe. **And while it also provides a housing type in the North Growth Area other than single-family homes, it is a staff belief that such a housing type is desirable in this area for diversity, but it is not necessarily a needed type for the community overall.**

In most other categories, it scores low as it is on the far periphery of the City, distant from employment centers, CyRide, shopping, and other amenities. However, it does allow for a mix of housing types to complement the proposed single-family detached and attached homes that will be found to the south.

Development Agreement. A previous owner of the property signed a development agreement in 2010 with the City prior to annexation of the property in 2011. The current owner has requested amendments to that development agreement, including the adoption of a new Master Plan allowing up to 500 single family units (219 attached and 281 detached) rather than the 292 previously approved. With the proposed apartment component, the developer seeks an upper limit of 746 dwelling units.

The development agreement also limited rezoning to only FS-RL. The City Council amended the LUPP Future Land Use Map with the understanding that the Village/Suburban Residential designation would allow both FS-RL and FS-RM. The City Council also placed a commercial node on the site to allow retail and/or office development.

The City Council will be asked to amend the agreement prior to final approval of the rezoning request on third reading. There are other, minor proposed changes which do not affect the design or layout of the proposed development. For example, the terms of the development describing the off-site traffic improvements at Bloomington Road and Hyde Avenue and at Bloomington Road and Grand Avenue are retained.

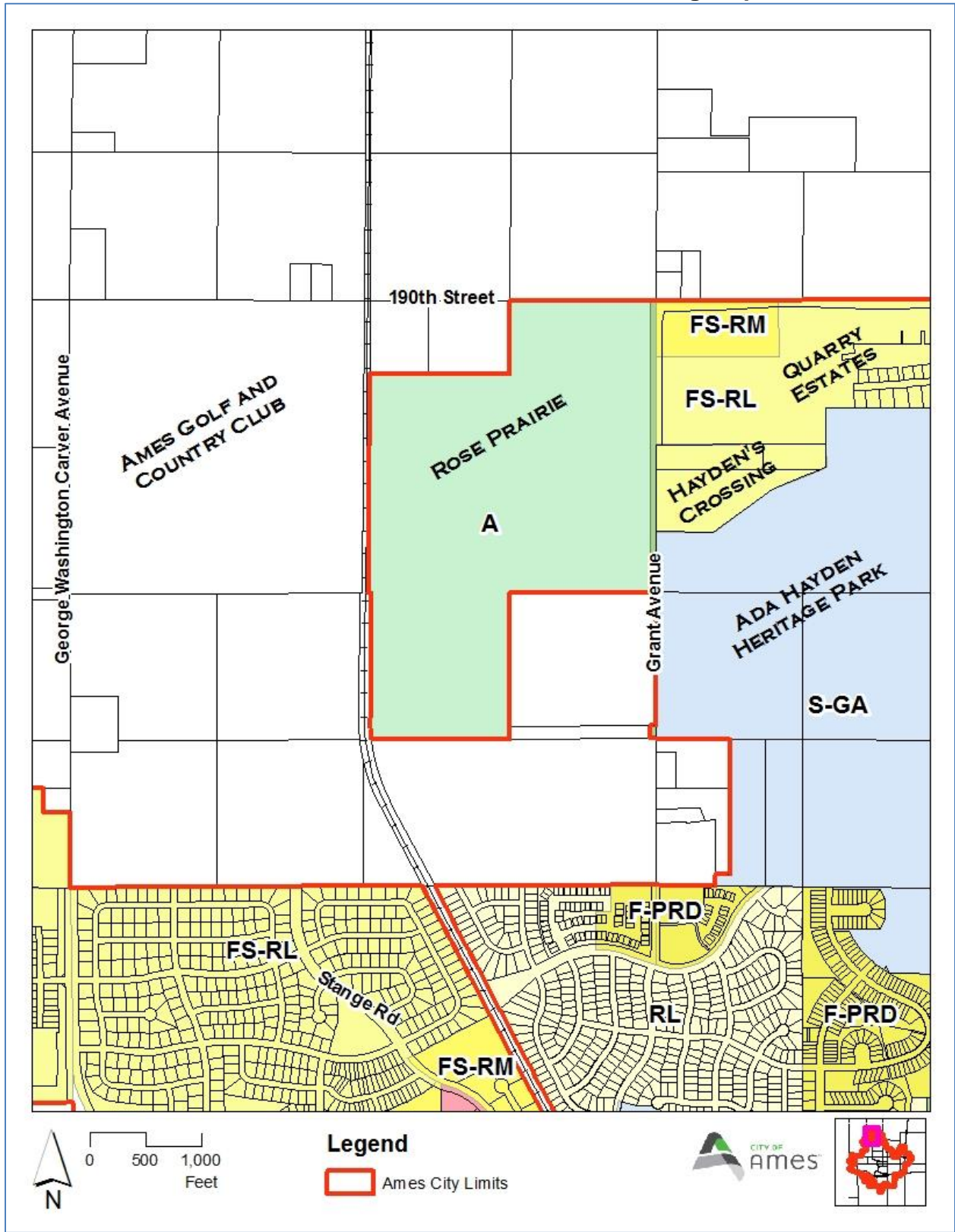
Public Notice. Notice was mailed to property owners within 200 feet of the subject site and a sign was posted on the subject property. As of this writing, no comments have been received.

Findings of Fact

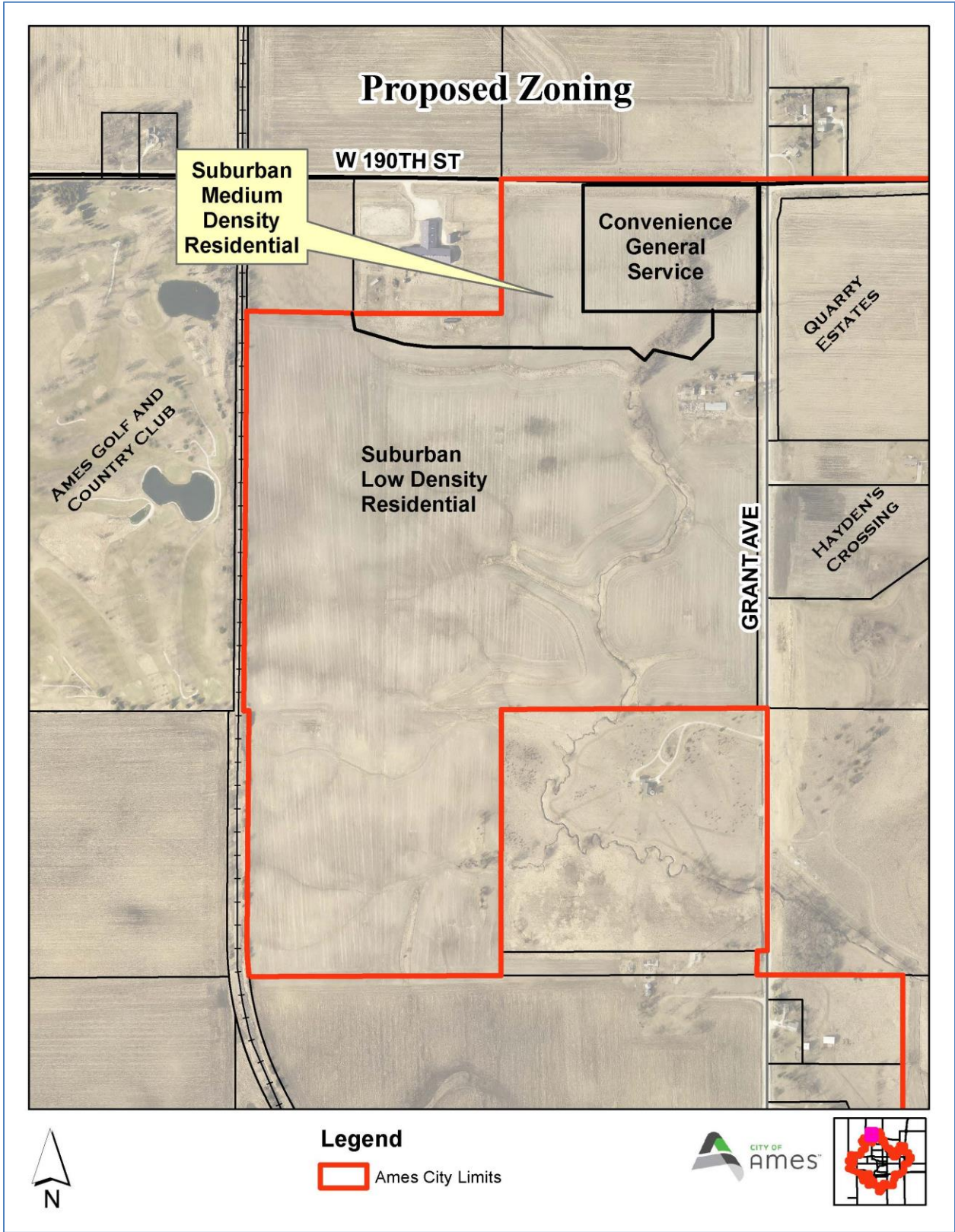
Based upon an analysis of the proposed rezoning and laws pertinent to the applicant's request, staff makes the following findings of fact:

1. *Ames Municipal Code Section 29.1507(2)* allows owners of fifty percent (50%) or more of the area of the lots in any district desired for rezoning to file an application requesting that the City Council rezone the property. The owner of this single parcel has requested the rezoning.
2. The subject property has been designated on the Land Use Policy Plan (LUPP) Future Land Use Map as Village/Suburban Residential with a Convenience Commercial Node.
3. The Village/Suburban Residential land use designation supports the FS-RL and FS-RM zoning designations. The Convenience Commercial Node supports the CGS zone.
4. The Master Plan provides information required by code and demonstrates that the densities for FS-RL and FS-RM will be within the standards.
5. Infrastructure is available to this site. The preliminary plat will determine sanitary sewer layout and demonstrate increased capacity for the existing stub under Grant Avenue.
6. Accesses to this site are being defined by the Master Plan and have been reviewed by the traffic engineer.

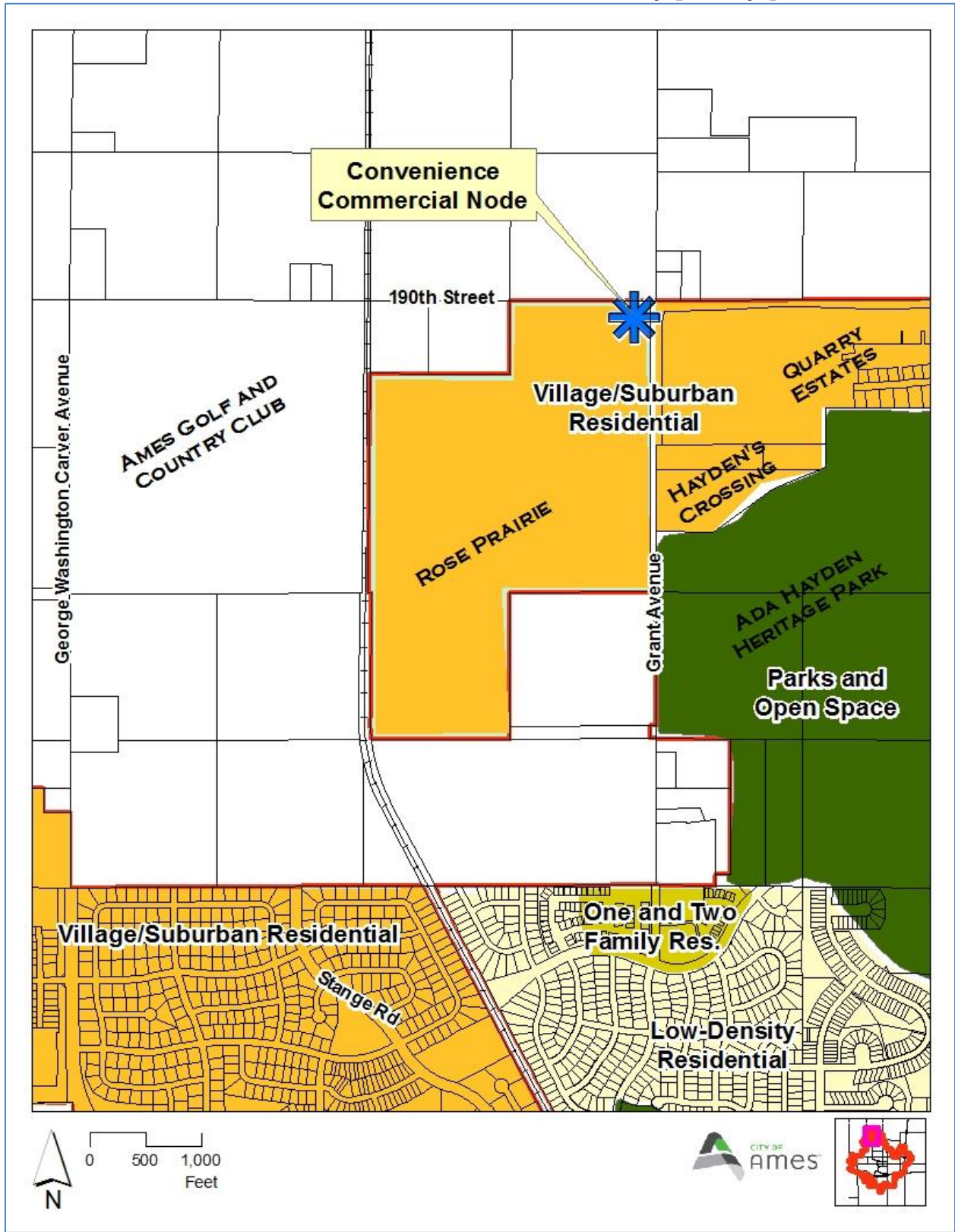
Attachment A: Location and Current Zoning Map



Attachment B: Proposed Zoning



Attachment C: LUPP Future Land Use Map [excerpt]



Attachment D: Proposed Master Plan



Attachment E: Impervious Area Runoff Calculations

Rose Prairie Master Plan - Impervious Area Stormwater Volume Calculations^{1,8}

(6.2.16)

Table 1: Impervious Area Calculations for 2010 Master Plan

Usage	Area (acres)	Units or Lots	% Impervious ⁵	Impervious Area (acres)
Single Family Lots	95.75 ³	292	30%	28.73
Townhomes	7.33	66 ⁴	65%	4.76
ROW	26.34	-	67% ⁷	17.65
Open Space	44.33 ²	-	0%	0.00
	173.75	358	29%	51.14

Table 2: Impervious Area Calculations for 2016 Master Plan

Usage	Area (acres)	Units or Lots ⁶	% Impervious ⁵	Impervious Area (acres)
Single Family (Detached)	50.19	282	43%	21.58
Single Family (Attached)	30.72	218	60%	18.43
Medium Density	13.54	246	60%	8.12
Commercial	6.01	-	85%	5.11
ROW	21.45	-	67%	14.37
Park	5.07	-	10%	0.51
Open Space	46.74	-	0%	0.00
	173.72	746	39%	68.12

Table 3: Stormwater Volume Calculations (on impervious areas only)^{1,8}

	1 Yr (acre-feet)	10 Yr (acre-feet)	100 Yr (acre-feet)
Depth, in. (24 hour event)	2.67	4.46	7.12
2010 Master Plan (51.14 acres imp.)	11.15	18.63	29.73
2016 Master Plan (81.38 acres imp.)	14.85	24.81	39.61

V = CDA

Where,

V = Total Volume (acre-ft)

C = Runoff coefficient

D = Depth of rainfall (ft.)

I = Area (acres)

Footnotes:

- Only calculates surface water runoff from impervious areas that are conservatively assumed.
- 14.24 acres were taken out of Open Space as it appears the Equestrian Facility was included in their 187.99 acre total. This brings the total acreage to a similar comparison size.
- 95.75 acres was derived by taking the original 187.99 total, minus 58.57 (original open space), 26.34 (ROW), and 7.33 acres (townhome)
- A density of 9 lots per acre (similar to single family attached) was used for an assumed unit count for the 2010 townhome parcel.
- SUDAS Table 2B-4.03 used for percent of impervious area based on acres per lot
Example: 95.75 acres for 292 single family lots is 1/3 acre per lot, resulting in 30% impervious area per SUDAS Table 2B-4.03.
- The maximum density provided in the 2016 Master Plan is used for these calculations per City request.
- A typical 60' ROW with 28' paving and dual 6' sidewalks was assumed for 67% impervious for ROW
- These calculations should not be construed as volumes of stormwater that will be released from the site. These calculations carry vast assumptions and are preliminary in nature. They do not consider any rainfall on a majority of the site (92.34 acres), nor do they consider stormwater treatment facilities that will be designed as part of future City processes.

Attachment F: Apartment Matrix

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

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

Attachment G: Applicant's Letter



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | LAKE OZARK, MISSOURI

April 28, 2016

Charlie Kuester
Planner
Department of Planning and Housing
Room 214, City Hall
515 Clark Avenue
Ames, Iowa 50010

RECEIVED

APR 29 2016

CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

RE: ROSE PRAIRIE REZONING APPLICATION & REVISED MASTER PLAN
MEC# 2212007

Dear Charlie,

On behalf of Rose Prairie LLC, please find enclosed our first submittal of the rezoning application for the Rose Prairie development at Lot 2 of Rose Prairie Final Plat, an official plat forming part of the City of Ames. Provided are the following documents per the City of Ames Rezoning Application Packet and City Code Section 29.1507 (4):

- Rezoning Application Packet - Signed
- Rezoning Application Fee
- "Rezoning Exhibit – Rose Prairie" Full Size (7)
- "Rezoning Exhibit – Rose Prairie" Half Size (1)
- "Rose Prairie – Revised Master Plan" Full Size (7)
- "Rose Prairie – Revised Master Plan" Half Size (1)

The applicant wishes to rezone their property from Agricultural to a mix of Residential Low Density (FS-RL), Residential Medium Density (FS-RM), and Neighborhood Commercial (NC) for development purposes. This zoning would be consistent with the Land Use Policy Plan and Revised Master Plan (see attached). The property would be developed into a mixture of single family, single family attached, villas, and commercial uses. This project will be phased and be subject to City of Ames standards and procedures.

We appreciate the opportunity to submit this plan for review and look forward to staff comments. Please let me know if you have any questions or concerns in the meantime.

Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read "Jake Becker".

Jake Becker, E.I.
Staff Engineer

N:\C3D Projects\ANK 2210026\Submittals

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AMES, IOWA, AS PROVIDED FOR IN SECTION 29.301 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA, BY CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN SECTION 29.1507 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE

BE IT HEREBY ORDAINED by the City Council of the City of Ames, Iowa;

Section 1: The Official Zoning Map of the City of Ames, Iowa, as provided for in Section 29.301 of the *Municipal Code* of the City of Ames, Iowa, is amended by changing the boundaries of the districts established and shown on said Map in the manner authorized by Section 29.1507 of the *Municipal Code* of the City of Ames, Iowa, as follows: That the real estate, generally located at 5571 Grant Avenue, is rezoned, with Master Plan, from Agricultural (A) to Suburban Residential Low Density (FS-RL), Suburban Residential Medium Density (FS-RM), and Convenience General Service (CGS).

Real Estate Description

FS-RL: Suburban Residential Low Density Parcel:

A PIECE OF LAND TO BE REZONED FROM AGRICULTURAL (A) TO SUBURBAN RESIDENTIAL LOW DENSITY (FS-RL) BEING A PART OF LOT 2 OF ROSE PRAIRIE FINAL PLAT, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF AMES IN THE COUNTY OF STORY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF ROSE PRAIRIE FINAL PLAT; THENCE ALONG THE EAST LINE OF SAID LOT 2 S00°02'48"E, 590.79 FEET TO THE POINT OF BEGINNING; THENCE S89°57'10"W, 447.89 FEET; THENCE S14°22'29"W, 159.42 FEET; THENCE S36°30'55"W, 241.70 FEET; THENCE N63°53'52"W, 201.23 FEET; THENCE 84.33 FEET ALONG A 833.00 FOOT RADIUS CURVE, CONCAVE NORTHWEST, CHORD BEARING S29°00'08"W, 84.29 FEET; THENCE N58°05'52"W, 66.00 FEET; THENCE N89°59'34"W, 791.51 FEET; THENCE N74°20'24"W, 136.73 FEET; THENCE N59°05'37"W, 189.37 FEET; THENCE N00°34'18"E, 91.91 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF ROSE PRAIRIE FINAL PLAT; THENCE ALONG THE

WEST LINE OF SAID LOT 1 N00°24'57"E, 1.45 FEET; THENCE N88°57'23"W, 525.14 FEET TO THE WEST LINE OF LOT 2 OF ROSE PRAIRIE FINAL PLAT; THENCE ALONG SAID WEST LINE S00°24'50"W, 1973.22 FEET; THENCE ALONG SAID WEST LINE N89°38'22"E, 24.66 FEET; THENCE ALONG SAID WEST LINE S00°25'05"W, 1118.49 FEET; THENCE ALONG SAID WEST LINE 193.34 FEET ALONG A 1574.42 FOOT RADIUS CURVE, CONCAVE EAST, CHORD BEARING S03°07'06"E, 193.22 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2 N89°45'53"E, 1243.45 FEET; THENCE N00°00'28"E, 1314.12 FEET; THENCE N89°38'22"E, 1263.94 FEET TO THE EAST LINE OF SAID LOT 2; THENCE ALONG SAID EAST LINE N00°02'48"W, 2019.39 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 144.51 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FS-RM: Suburban Residential Medium Density Parcel:

A PIECE OF LAND TO BE REZONED FROM AGRICULTURAL (A) TO SUBURBAN RESIDENTIAL MEDIUM DENSITY (FS-RM) BEING A PART OF LOT 2 OF ROSE PRAIRIE FINAL PLAT, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF AMES IN THE COUNTY OF STORY, IOWA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF ROSE PRAIRIE FINAL PLAT; THENCE ALONG THE NORTH LINE OF SAID LOT 2 S89°58'27"W, 759.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE S89°58'27"W, 501.38 FEET TO THE WEST LINE OF SAID LOT 2; THENCE ALONG THE WEST LINE OF SAID LOT 2 S00°01'05"W, 663.05 FEET TO THE SOUTH LINE OF LOT 1 OF ROSE PRAIRIE FINAL PLAT; THENCE ALONG SAID SOUTH LINE S89°58'19"W, 731.77 FEET; THENCE S00°34'18"W, 91.91 FEET; THENCE S59°05'37"E, 189.37 FEET; THENCE S74°20'24"E, 136.73 FEET; THENCE S89°59'34"E, 791.51 FEET; THENCE S58°05'52"E, 66.00 FEET; THENCE 84.33 FEET ALONG A 833.00 FOOT RADIUS CURVE, CONCAVE NORTHWEST, CHORD BEARING N29°00'08"E, 84.29 FEET; THENCE S63°53'52"E, 201.23 FEET; THENCE N36°30'55"E, 241.70 FEET; THENCE N14°22'29"E, 159.42 FEET; THENCE S89°57'10"W, 319.29 FEET; THENCE 107.30 FEET ALONG A 799.09 FOOT RADIUS CURVE, CONCAVE WEST, CHORD BEARING N03°49'07"E, 107.22 FEET; THENCE N00°01'33"W, 484.11 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 15.50 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

CGS: Convenience General Service Parcel:

A PIECE OF LAND TO BE REZONED FROM AGRICULTURAL (A) TO CONVENIENCE GENERAL SERVICE (CGS) BEING A PART OF LOT 2 OF ROSE PRAIRIE FINAL PLAT, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF AMES IN THE COUNTY OF STORY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF ROSE PRAIRIE FINAL PLAT; THENCE ALONG THE NORTH LINE OF SAID LOT 2 S89°58'27"W, 759.77 FEET; THENCE S00°01'33"E, 484.11 FEET; THENCE 107.30 FEET ALONG A 799.09 FOOT RADIUS CURVE, CONCAVE WEST, CHORD BEARING S03°49'07"W, 107.22 FEET; THENCE N89°57'10"E, 767.18 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE ALONG SAID EAST LINE N00°02'48"W, 590.79 FEET TO THE POINT OF BEGINNING. DESCRIBED AREA CONTAINS 10.31 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Section 2: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: This ordinance is in full force and effect from and after its adoption and publication as provided by law.

ADOPTED THIS _____ day of _____, _____.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

COUNCIL ACTION FORM

REQUEST: ADDENDUM TO PRE-ANNEXATION AGREEMENT WITH ROSE PRAIRIE, LLC.

BACKGROUND:

The owners of Rose Prairie, a 170-acre site at the corner of Grant Avenue and 190th Street, are requesting changes to the agreement governing the development of the property. This pre-annexation agreement was originally approved on July 22, 2010 as part of the site's annexation into the City. However, the original development never happened, the property changed hands, and the current owner, Rose Prairie LLC (represented by TerShe Development), wishes to move forward with a proposed residential and commercial development that requires several changes to that original agreement in order to proceed with the project. The request for changes was initially presented to the City Council in August, 2015. Subsequently, a more limited set of requested amendments was presented to the City Council on April 12, 2016.

At the April 12, 2016 meeting, City Council was presented with changes regarding the development size increasing from 292 single family homes plus additional townhomes to a mix of detached and attached single family and apartments totaling a maximum of 739 dwelling units and 10 acres of commercial land; the extension of the connection fee repayment provisions from July 2020 to June 30, 2023; the elimination of a fire sprinkler requirement for single-family homes; the shift in the placement of a shared use path; the allowance for phasing of the development; and for portions of the site to be sold to other developers. At that meeting, staff also recommended that dedication of an approximately 5-acre neighborhood park should occur due to the size of the proposed project. City Council consented to allow the applicant to propose a rezoning of the site and to consider a limited set of amendments to the agreement as was described in the April staff report.

The developer has now completed a master plan for development of the site and requests that City Council agree to the attached addendum to the development agreement. Staff has identified the changes and described their intent below:

- Increase in the maximum number of dwelling units from the 292 single-family homes and about 8 acres of townhomes for development of the site proposed (and included as an attachment in the 2010 agreement) to a maximum of 746 total housing units mixed between detached and attached-single family and small medium density apartments as represented by a rezoning Master Plan that accompanies the request.

This number represents a maximum number of dwelling units that can be built and is limited further by the Master Plan to no more than 246 multi-family homes

with the remainder of the units as single-family homes (attached and/or detached). The agreement adopts a new Attachment 1, which is also the Master Plan for the proposed rezoning. It is the Master Plan that sets maximum densities and housing types.

- Allow a rezoning to FS-RL (Suburban Low Density Residential), FS-RM (Suburban Medium Density Residential), and CGS (Convenience General Services) rather than limited to only FS-RL.

The existing agreement explicitly limits rezoning options to only FS-RL. The proposed agreement limits rezoning to FS-RL, FS-RM, and CGS. The accompanying rezoning request identifies those areas for rezoning.

- Delete specifications for street improvements.

Staff recommends deleting this provision, since we have now adopted a full Conservation Subdivision Ordinance and will review stormwater treatment through the standards of our Subdivision Ordinance rather than as was originally proposed by the developer.

- Relocate the shared use path from the railroad side of the project to Grant Avenue.

The proposed shared use path will now be located along the west side of Grant Avenue rather than along the railroad tracks. The agreement specifies that the path will be constructed across the Sturgis frontage to connect to future development to the south.

- Change the full repayment terms for the water and sanitary sewer connection districts from 2020 to 2023.

The developer is requesting a delay in the full payback for sanitary sewer and water connections to reflect the now six-year delay in moving forward with the development. Staff has agreed to accommodate a three-year postponement of the final payments for sewer and water connection fees. The provision for full payment of outstanding fees in 2023 remains as part of the agreement.

- Eliminate the fire sprinkler requirement for single-family homes.

This was also not required for the other North Growth Area developments. The City has adopted a more flexible policy regarding the response times for emergency services.

- Dedication of 5 acres of land for a neighborhood park.

Attachment 1 to the Addendum identifies the general location of the 5 acre park that will be dedicated with this development. Attachment 2 provides the general

grading that must be done prior to acceptance by the City. The Addendum defines when the park must be dedicated to the City (when a certain level of development occurs or no later than September 2023). The park must also have a certain level of topsoil and have all street frontage improvements (sidewalks, shared use paths, street trees, and a water service stub) installed prior to dedication to the City.

- Allow phasing of development and sale of undeveloped parcels without triggering full payback.

The structure of the current agreement requires payoff of prorated amounts of sanitary sewer and water fees. The developer's intent is to sell large portions of the 170-acre site to other developers and builders. Added language makes clear that a phasing of outlots could be approved by the City that does not trigger the payoff amounts. However, the full payoff provision triggered in 2023 remains.

ALTERNATIVES

1. The City Council can approve the Addendum to the Pre-Annexation Agreement for the Rose Prairie.

Approval of the agreement would allow the accompanying rezoning request to, likewise, be approved.

2. The City Council can deny approval of the Addendum to the Pre-Annexation Agreement for the Rose Prairie and give specific direction to staff on what changes are needed.
3. The City Council can defer action on this request and refer it back to City staff and/or the applicant for additional information.

CITY MANAGERS RECOMMENDATION:

In order to allow the rezoning of the 170 acres of Rose Prairie to occur and to allow the proposed development to move forward, specific changes are needed to the 2010 Pre-Annexation Agreement. The direction given to staff by the City Council in August, 2015 and April, 2016 has been incorporated into the Addendum to the Pre-Annexation Agreement (this action) and into the rezoning Master Plan (the accompanying action item). Provided that the City Council supports the level of development requested by the developer, staff believes the provisions of the agreement meet the developer's interests and are beneficial to the City as well.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, which is to approve the Addendum to the Pre-Annexation Agreement for Rose Prairie.

✓
 M
 D
 G
 R

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: *Tom H. Campbell*

STORY COUNTY LAND, L.C.

By: *Dwayne M. Aninch*
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

VICINITY MAP



OWNER/ DEVELOPER
STORY COUNTY LAND COMPANY
WEST DES MOINES, IOWA 50266
515-267-2500

SITE DATA

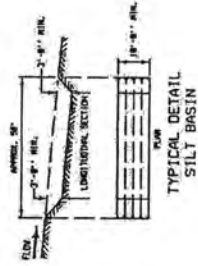
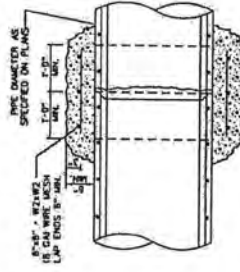
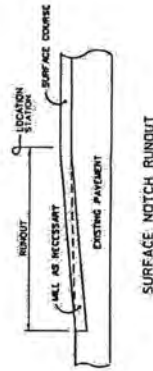
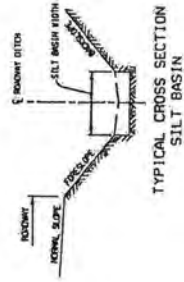
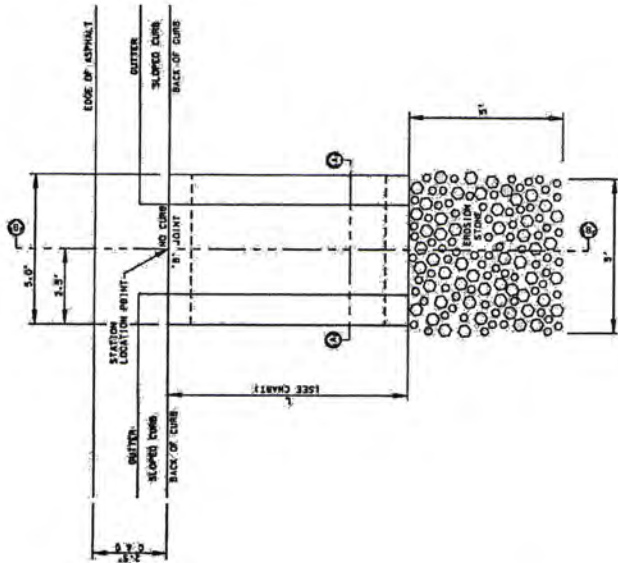
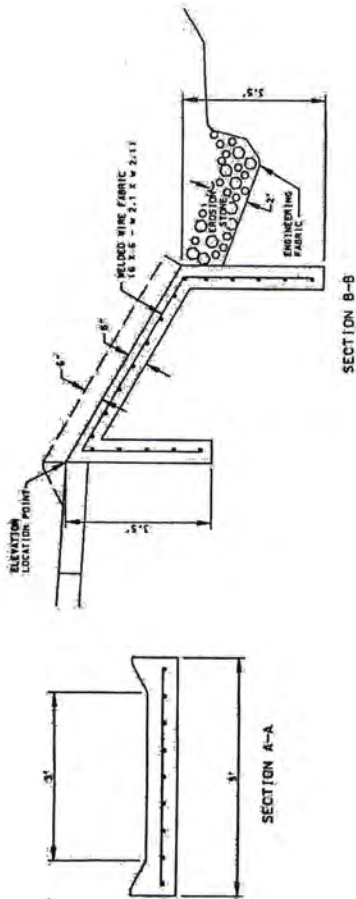
292 SINGLE FAMILY LOTS
8,166,845 SF (187.89 AC)
TOTAL AREA
3,553,301 SF (80.57 AC)
OPEN SPACE
1,147,572 SF (26.34 AC)
ROW AREA:

**ATTACHMENT 'D'
MASTER PLAN**



ATTACHMENT E

Curb Cut and Concrete Flume Details



**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

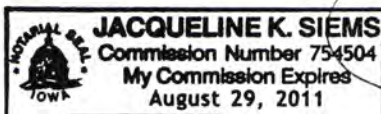
Fidelity Bank, Lienholder

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

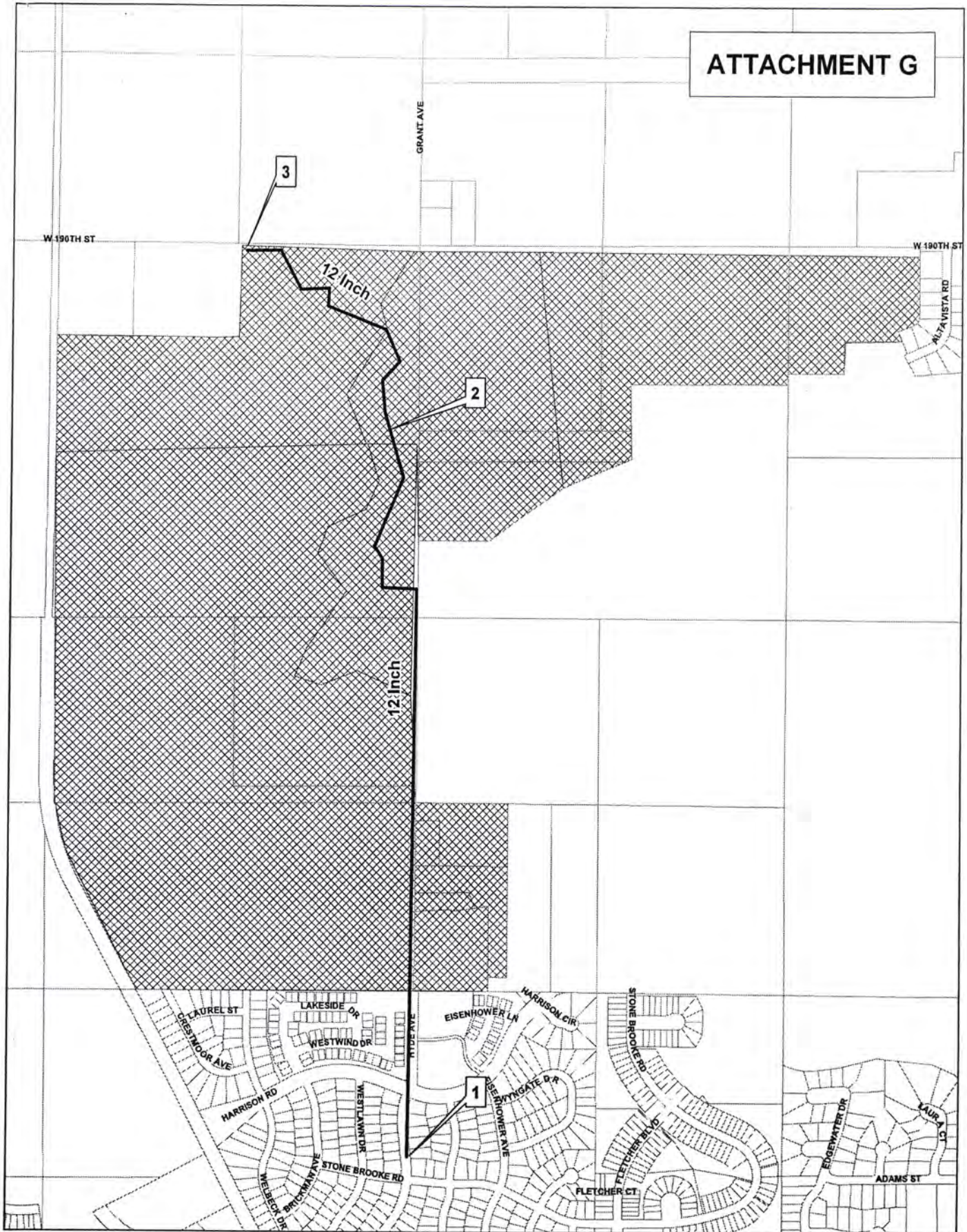
	Name and Address	Legal Description	Assessment	Percent of Cost
1	Story County Land LC 6800 Lake Dr, Ste 125 West Des Moines, IA 50266-2504	NE ¼ Parcels 'E' & 'F', Slide 9 Pg 1, Story County, Iowa <u>Address: 2250 W 190th St</u> (05-21-200-120)	\$844,339.40	28
2	Story County Land LC 6800 Lake Dr, Ste 125 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> (05-21-400-115)	\$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> (05-21-400-310)	\$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> (05-22-100-320)	\$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> (05-22-100-100)	\$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> (05-22-100-205)	\$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> (05-22-200-110)	\$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> (05-22-100-340)	\$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> (05-22-300-100)	\$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

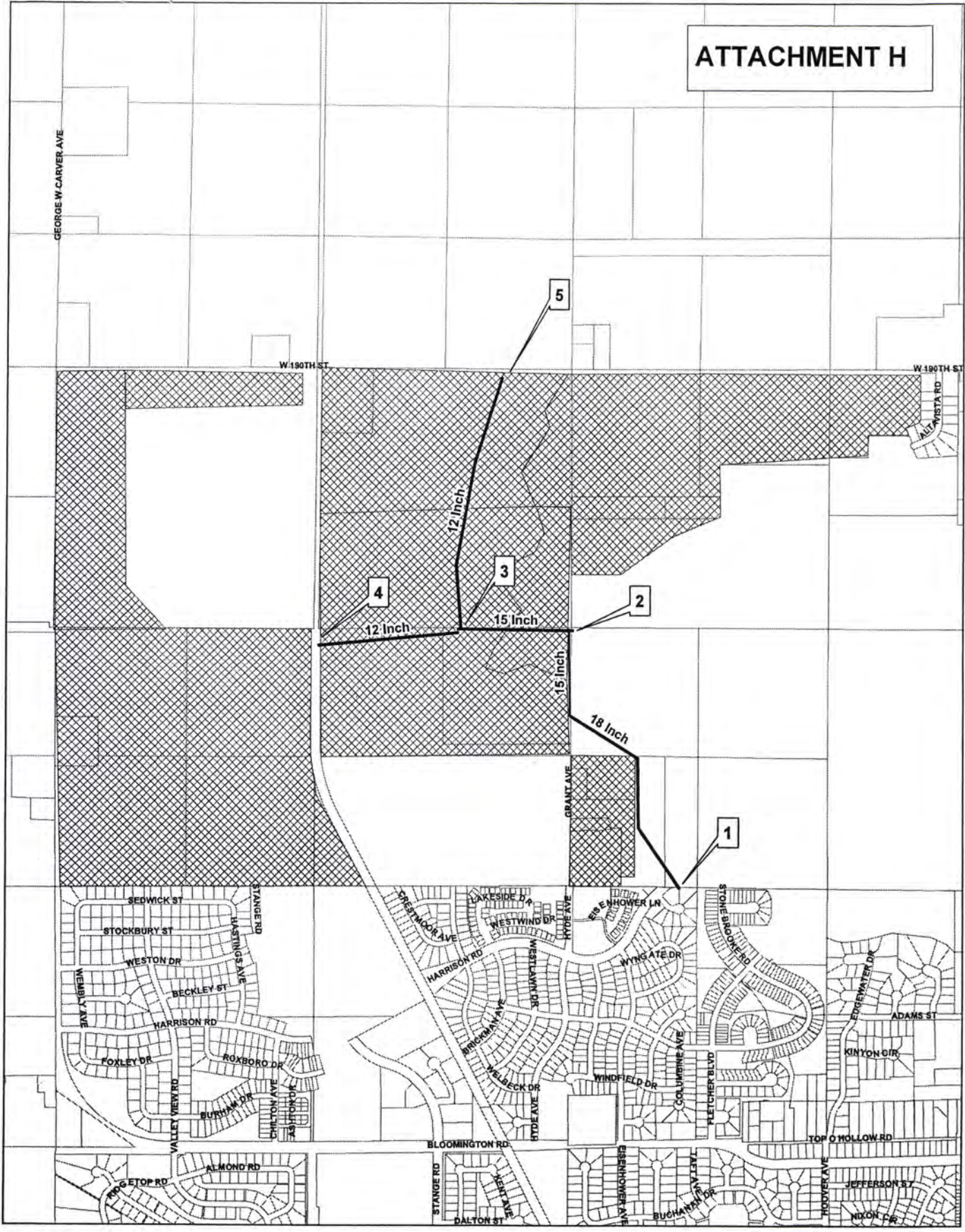


1 inch = 500 feet
0 250 500 Feet

— Water Main [Cross-hatch pattern] Potential Water Connection District



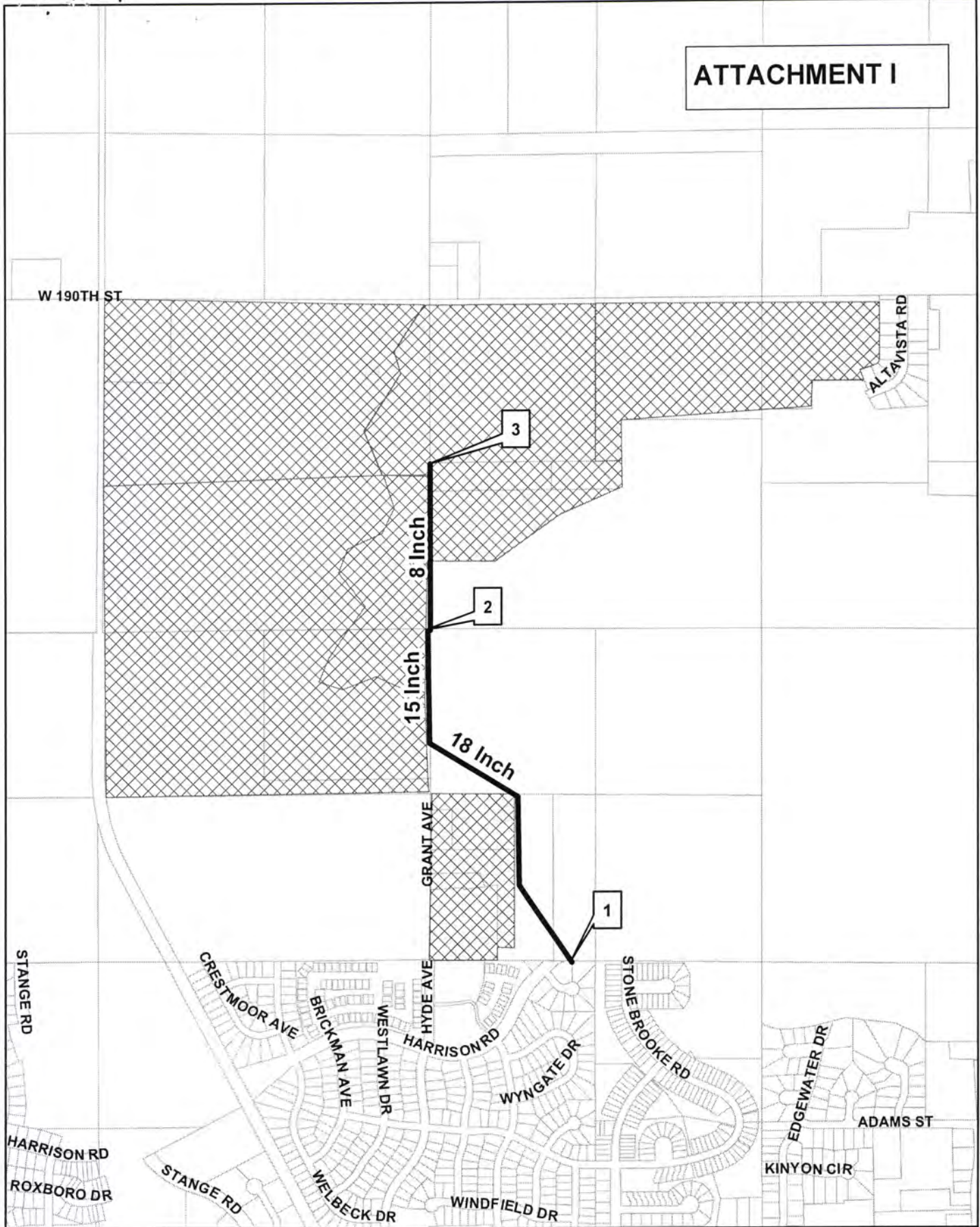
ATTACHMENT H



— Sanitary Sewer Main [Cross-hatched box] 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



1 inch = 500 feet
810 200 0 810 Feet

 Grant Ave Paving Special Assessment Area



DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER

Prepared by: Judy K. Parks, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; 515-239-5146
Return to: Ames City Clerk, Ames City Hall, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

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

THIS ADDENDUM TO THE PRE-ANNEXATION AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CITY OF AMES, IOWA (hereinafter called the “**City**”) and ROSE PRAIRIE, L.L.C. (hereinafter called the “**Developer**”) (the City and the Developer collectively being referred to herein as the “**Parties**”).

WITNESSETH THAT:

WHEREAS, on the 20th day of July, 2010, the City and Story County Land, L.C., entered into a Pre-Annexation Agreement for land which was then referred to as the “Rose Prairie Subdivision”, which provided for the annexation, rezoning, and conceptual residential development plan of that land; and

WHEREAS, the Pre-Annexation Agreement (recorded as instrument number 2010-00007271 on August 3, 2010, in the office of the Story County Recorder) provided for, among other things, a master plan for development, a rezoning to FS-RL, a payback mechanism for water and sanitary sewer service, a requirement for a shared use path along the west side of the development adjacent to the Union Pacific railroad tracks, and a requirement that binding covenants be in place to require any residential structure to have a fire sprinkler system; and

WHEREAS, Developer is a successor to the original owners and developers, and is the present owner of Rose Prairie Subdivision; and

WHEREAS, Developer desires to amend specific provisions of the Pre-Annexation Agreement, including those relating to the master plan in order to provide a greater

number of residential units, some of which will require FS-RM zoning; a rezone of a portion of the development to accommodate commercial uses; a change to completion date of the payback scheme for water and sanitary sewer service; a new location for a shared-use path along the east side of the development adjacent to Grant Avenue (a.k.a. Hyde Avenue); a removal of the requirement for fire sprinkler systems; and allowances for phasing of the development; and

WHEREAS, the City has an interest in addressing the need for dedication and improvements of 5 acres of land for a public park and it is also seeking changes to the location and design of a shared use path; and

WHEREAS, the Parties are interested in continuation of the project, and modification of its terms would further the realization of the mutual benefits that the Parties sought to achieve.

NOW, THEREFORE, the Parties agree to modification of the specific terms of the Pre-Annexation Agreement (hereinafter referred to as “Original Agreement”) as set forth below.

II. AMENDMENTS TO ORIGINAL AGREEMENT

A. AMENDMENTS RELATED TO ALLOWABLE ZONING.

1. Section II (D) of the Original Agreement is hereby amended to provide that the site must be rezoned with a Master Plan to FS-RL (Suburban Residential Low-Density), and it may also include FS-RM (Suburban Residential Medium Density), and CGS (Convenience General Service).
2. The last unnumbered paragraph of Section II(D) of the Original Agreement is deleted. In its place the Parties agree as follows:

“In the event that Site has been voluntarily annexed into the City and the City fails to rezone the Site with a Master Plan allowing for FS-RL, FS-RM, or CGS designations, upon unanimous consent of all owners of the area comprising the Site, the Site shall be severed from the City pursuant to Iowa Code Section 368.8. Contemporaneously therewith, the City Council agrees to pass the Resolution attached as Attachment C of the Original Agreement. In the event of severance, the terms of the Original Agreement and this Addendum are deemed null and void.”

B. AMENDMENTS RELATED TO IMPROVEMENTS.

1. Section V (A) (2) (a) (i) of the Original Agreement references Attachment D. The Parties agree that Attachment D of the Original Agreement shall be deleted and it shall be replaced by Attachment 1 of this Addendum.

2. Section V (A) (2) (a) (ii) of the Original Agreement shall be amended to delete that provision, and to delete the references to Exhibit E and municipal engineer approval subsequent to preliminary plat approval.
The Parties agree instead that Developer shall conform to Ames Municipal Code Chapter 23 Subdivision requirements, and that all streets shall be designed in compliance with City ordinances and standards as required of a Conservation Subdivision preliminary plat, final plat and required improvement plans.
3. Section V (B) (6) (a) of the Original Agreement is hereby amended to change the timing of full payment of the Water District Connection fee provided therein. The Parties agree instead that upon approval of the first Final Plat after June 30, 2023, the total water connection fee attributable to the Site shall be paid in full.
4. Section V (C) (5) (a) of the Original Agreement is hereby amended to change the timing of full payment of the Sanitary Sewer Connection fee provided therein. The Parties agree instead that upon approval of the first Final Plat after June 30, 2023, the total sanitary sewer connection fee attributable to the Site shall be paid in full.
5. Section V (E) (2) of the Original Agreement is hereby amended to delete the requirement that Developer install a shared use path adjacent to the railroad tracks. The Parties agree instead that Developer shall install a 10' wide shared use path to the specifications of the City within the right-of-way (or adjacent easement) of Grant Avenue (a.k.a. Hyde Avenue) from the south right-of-way of 190th Street to the south line of Lot X, Rose Prairie Final Plat (a distance of approximately 3900 feet) within two years of the first final plat. This requirement is in addition to any required shared use paths and/or trails within the development or other improvements required through the platting process.
6. Section V (H) (2) of the Original Agreement, requiring all residential structures to have a fire sprinkler system, is hereby deleted.

C. PARK LAND DEDICATION.

1. A new Section V (I) is added to the Original Agreement as follows:

“Section V(I) Park Land Dedication. The Developer agrees to dedicate approximately 5 acres of park land to the City for providing for future recreational facilities as determined appropriate by the City, upon the following terms and conditions, all at no cost to the City:

- (a) Topographical Condition of Dedicated Park Land. The Developer shall provide approximately 5 acres of land to the City’s satisfaction that is graded to provide relatively flat areas with minimal slope for park improvements in a manner that is

consistent with the topography as shown in Attachment 2 and at no cost to the City. The City has the sole discretion of determining final boundaries of the land dedicated to the City in general conformance with Attachment 2.

- (b) **Timing of Dedication.** The Developer shall provide the park land to the City with the required improvements described in detail in subsections (c) and (d) which follow, no later than the final plat of the first residential area platted outside of Parcels 5, 6, 7, and 8 shown on Attachment 1, or no later than September 1, 2023, whichever occurs first.
- (c) **Soil and Storm Water Improvements Required.** Developer improvements to the park land shall include retention or placement of minimum of 10 inches of topsoil across the park land, or to documented predevelopment levels accepted by the Municipal Engineer, in no event shall it be less than 8 inches of topsoil across the park land; management of storm water runoff consistent with an approved COSESCO Permit and storm water management plan until such time as dedicated to and accepted by the City.
- (d) **Street Frontage Improvements for Park.** Developer shall complete street frontage and right-of-way improvements; including but not limited to any required sidewalks or shared-use paths, utility extensions, and a water service stub to the property line; along or adjacent to the lot to the City's specifications, or it shall provide financial security for such improvements, all prior to the approval of the Final Plat containing the park lot and in accordance with a phasing plan approved with a preliminary plat.
- (e) **Trail Adjacent to Park.** Developer shall be responsible for the construction of a paved trail adjacent to the north property line of the park land to the City's specifications as approved as part of the Conservation subdivision open space and landscape plan requirements for final plat approval. The City may require as part of the Conservation Subdivision final plat approval that the developer provide, within Parcel 11, for connecting trail(s) from the public street or common area north of the site to the trail along the north edge of the park. Other trails and recreational improvements within the park land are the responsibility of the City of Ames.
- (f) **Park Land Independent of Homeowner's Association or Other Obligations.** The park land shall not be included in any homeowner(s) association or have any type of covenants assigned to the land that create any obligation for maintenance or improvements to the park land or other areas of the development by the City.
- (g) **Park Land Counts as Open Space.** It is understood by the Parties that the park land may be used to count towards the Developer's 25 percent open space requirements of the Conservation Subdivision requirements for open space.

(h) Amendments to this Section. Changes to the requirements to this section must be agreed upon in writing by both parties.”

D. PHASING.

1. A new Section V (J) is added to the Original Agreement as follows:

(a) “Section V(J) Phasing

The City may approve a phasing plan as part of the preliminary and final plats, which plan could include the creation of outlots that are intended for sale to other parties. In the event such a phasing plan is approved by the City, the approved phasing plan may include authorization for the City to defer Connection District fees until the occurrence of the final plat of individual lots within these outlots.”

III. SAVINGS CLAUSE OF OTHER PROVISIONS OF ORIGINAL AGREEMENT

The Parties expressly agrees that all other terms and requirements of the Original Pre-Annexation Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to the Original Agreement to be signed by their authorized representatives as of the date first above written.

<p>CITY OF AMES, IOWA</p> <p>By _____ Ann H. Campbell, Mayor</p> <p>Attest</p> <p>By _____ Diane R. Voss, City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this _____ day of _____, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the _____ day of _____, 2016, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa</p>	<p>ROSE PRAIRIE, L.L.C.</p> <p>By _____ Terry Lutz, Manager</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>This instrument was acknowledged before me on _____, 2016, by Terry Lutz, Manager of Rose Prairie, L.L.C.</p> <p>_____ Notary Public in and for the State of Iowa</p>
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COUNCIL ACTION FORM

SUBJECT: REZONING AT 5871 ONTARIO STREET FROM A (AGRICULTURAL) TO FS-RL (SUBURBAN RESIDENTIAL LOW DENSITY) WITH A MASTER PLAN

BACKGROUND:

The property owner, D&R Furman LLC, is requesting rezoning of the 33.57 acre property addressed at 5871 Ontario Street located on the north side of Ontario and South of the Union Pacific Railroad line from Agriculture to Suburban Residential Low Density (FS-RL). (See Attachment A Location Map.) The property owner seeks rezoning in order to develop the site for a residential subdivision of single-family detached homes north of Ontario Street (See Attachment D, Proposed Zoning; (Attachment E, Master Plan). The developer's Master Plan indicates a net developable acreage of 19.97 acres for FS-RL, approximately 7.68 acres of open space, detention and buffer area, and 5.92 acres as right-of-way. (See Attachment E.)

This land was annexed by the City on April 26, 2016. Upon annexation, the property was designated as Village/Suburban Residential on the Land Use Policy Plan (LUPP) map consistent with its identification as a "New Lands" area. (See Attachment B, Land Use Policy Plan Map.) The FS-RL zoning district is a zoning option that is consistent with the Village Suburban land use designation. **Ultimately, development of the site will require approval of a Major Subdivision for creation of the lots, layout of streets, and other necessary public improvements.**

The Zoning Ordinance requires that a Master Plan be submitted as part of a rezoning petition for property with the FS zoning designations. A Master Plan provides a broad view of the development concept by describing the intended uses, building types, access points, and protected areas. Approval of rezoning with a Master Plan binds subsequent development to the details included within the Master Plan. A Zoning Agreement must be approved in conjunction with rezoning of property under a Master Plan. The proposed Master Plan includes:

1. FS-RL zoning for 33.57 net acres of the site located north of Ontario Street for development of 70-80 single-family detached/attached dwelling units. Total development density calculated within the FS-RL zone is 3.51-4.01 units per net acre, which will not exceed the maximum 10 units per acre. **Depending on the final accounting of net acres, conformance to the minimum density requirement would require a minimum 75 homes.**
2. The Master Plan identifies a 7.68 acre area as green space, buffers and detention to account for required storm water control, FS open space requirements, and a small

area of flood plain along the western edge of the property.

3. Improvements to Ontario Street on an east-west alignment along the southern property line of the site, which will provide facilities for motor vehicles, pedestrians and bicycles. Additionally, connection points to Kansas Drive, Missouri Street, Maryland Street and Tennessee Street to the east will provide additional motor vehicle, pedestrian and bicycle facilities.
4. A minimum of one north/south access point with a connection to Ontario will be provided that will provide facilities for motor vehicles, pedestrians and bicycles.

The attached addendum includes a full description of the Master Plan and analysis of the rezoning proposal, including conformance to the LUPP policies for “New Lands”. The addendum also addresses infrastructure relating to sanitary sewer, traffic, and CyRide.

With regards to the details of the Master Plan, staff concludes that it appropriately identifies developable and undeveloped areas, range of uses and residential unit types consistent with the proposed FS-RL zoning district.

The Planning and Zoning Commission recommended approval of the rezoning with master plan by a vote of (6-0).

ALTERNATIVES:

1. The City Council can approve the request for rezoning from Agriculture to Suburban Residential Low Density (FS-RL) with the attached Master Plan.
2. The City Council can approve the request for rezoning from Agriculture to Suburban Residential Low Density (FS-RL) with different conditions.
3. The City Council can deny the request for rezoning from Agriculture to Suburban Residential Low Density (FS-RL) with the attached Master Plan if the Council finds that the City’s regulations and policies are not met.
4. The City Council can defer action on this request and refer it back to City staff and/or the applicant for additional information.

CITY MANAGERS RECOMENDATION:

The proposed development is within the Southwest 1 Allowable Growth area of the City and is supported for development by the Land Use Policy Plan. The developer believes their proposed rezoning and master plan for single-family housing fits the market demands of the community and the attributes of the site that take into account the location along Ontario Street and the surrounding area. Additionally, the majority of the surrounding neighborhoods in the area are also low density residential areas with

attached and detached single family housing.

Therefore, it is the recommendation of the City manager that the City Council accept Alternative #1, thereby approving the request to rezone this property from Agriculture to Suburban Residential Low Density (FS-RL).

ADDENDUM

Existing Land Use Policy Plan. Prior to annexation of the property, the Land Use Policy Plan (LUPP) identified these parcels within the “Southwest I Allowable Growth Area” and designated as Urban Residential. Upon annexation which was approved by City Council on April 24, 2016 the property was designated as “Village/Suburban Residential”, allowing for a broad range of residential development types. Areas annexed to the City are also categorized as New Lands within the LUPP. New development must be a minimum 3.75 units per net acre.

Existing Uses of Land. Land uses that occupy the subject property and other surrounding properties are described in the following table:

Direction from Subject Property	Existing Land Uses
Subject Property	Farmland
North	Farmland
East	Single-Family Homes
South	Ontario Street and Farmland/Homesteads
West	Farmland/Homesteads

Existing Zoning. The land was automatically zoned as Agricultural upon annexation. The site is bounded to the south by Ontario Street and to the north by the Union Pacific Railroad Line. Property to the east of the subject site is zoned Residential Low Density (RL) The property to the west is agricultural land outside of the city limits. (See Attachment C)

The developers on the project are seeking rezoning to FS-RL which is a supported residential zoning designation under the Village/Suburban Residential Land Use designation. The proposed area for rezoning to FS-RL is reflected in Attachment D. Other zoning options the developer could seek are Village or a Planned Residential Development.

Proposed Floating Suburban Zoning. The applicant has requested FS zoning as an alternative to Village Residential Zoning as describe within the LUPP. FS zoning is an option that may be selected by an applicant to create a more homogenous development type as compared to the heterogeneous development pattern of Village Residential. With FS zoning there is an option for Residential Low or Residential Medium density zoning. FS-RL zoning allows for either single family attached or single family detached housing within the same zoning district. However, the applicant has proposed only to include detached single family homes as part of the master plan.

Master Plan. A Master Plan is intended to provide a general description of the intended development of a property. A Master Plan must address natural areas, buildable areas, building types, range of uses and basic access points, as described in zoning

requirements of Section 29.1507(4) (see Attachment F).

The entire property has been in agricultural use for many years. The submitted Master Plan proposes areas for residential development on 19.97 acres of the property, the rights of way being accommodated on 5.92 acres of the site and common open space and detention shown at approximately 7.68 acres. The FS zoning district requires a 10% gross area of landscaping and open space. This ratio will be confirmed at time of platting.

The Master Plan proposes a development pattern that includes single-family detached homes and single-family attached homes. The applicant describes a development of 70-80 units. **The minimum density for the area to be rezoned to FS-RL is 3.75 dwelling units per net acre.** Full review of net acreage will occur with the subsequent preliminary plat subdivision review.

The Master Plan identifies one area of open space for the project on the current Master Plan. Suburban Residential (FS) zoning requires that a minimum of 10% gross area of the development shall be devoted to common open space. While this is not a requirement of the Master Plan such open space areas will be required to meet the minimum standard at the time of subdivision of the property. Both attached and detached single-family homes are required be on individual lots. Layout and specific design of the site will be evaluated at the time of preliminary plat review.

Based on discussions with the applicant, it is anticipated that full build out of the development would take place over a time frame of approximately 5-7 years.

Access. The Master Plan includes five access points that are extensions from existing streets. Four of the access points are to the east and the developer indicates that at least one will be from Ontario Street to the south.

Infrastructure. As part of a rezoning request, the City reviews the potential to serve development with City utilities. City of Ames existing sewer mains extend to the east property line along Ontario Street. Utility connections will be verified at the time of site development based on the use(s) and site layout proposed.

Single-family homes are proposed at this location. Public Works has received general information from the developer regarding sewer loading information for the development which has been reviewed. Public Works has concluded that the current sewer capacity is adequate for the proposed future subdivision.

This area lies within the City's water service territory. A 16" water main intersects with the south east portion of the site from Ontario Street. Water supply is available and adequate to serve the site. Utility connections will be verified at the time of site development based on the use(s) and site layout proposed.

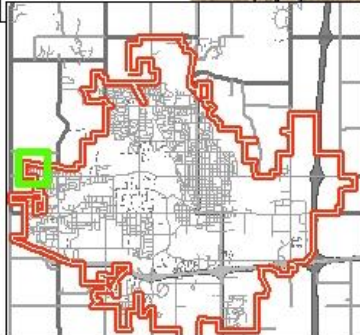
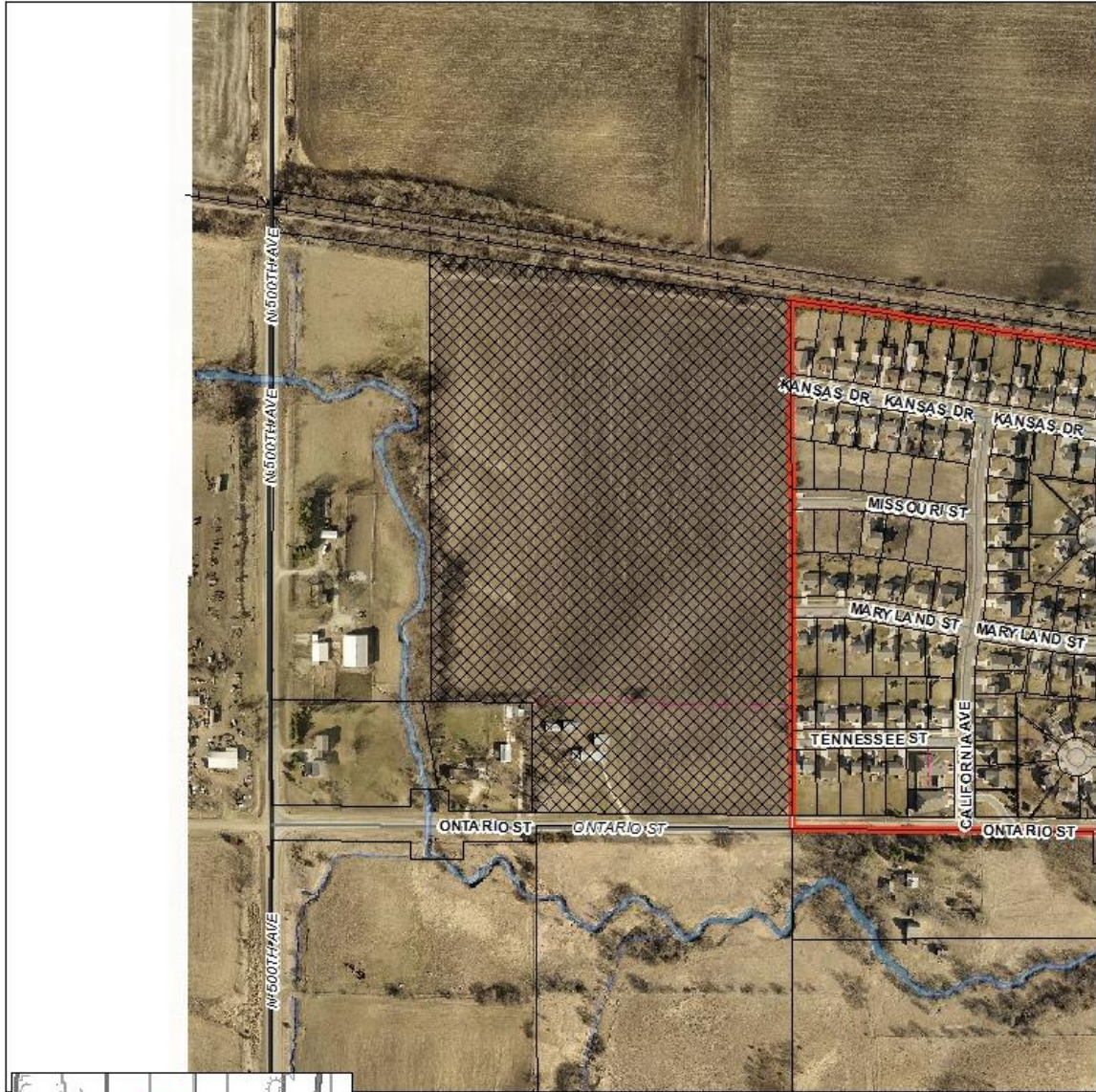
Electric service is provided for by Midland Power. As such Midland will serve the site with electricity. Street lighting structures and equipment will be installed and maintained by Ames Electric per standards.

Development of the site with up to 80 single family homes is consistent with the growth projections that are part of the Long Range Transportation Plan. Due to the limited size of the development, no identified operational deficiencies in the area, and consistency with the Long Range Transportation Plan, no project specific traffic study was completed as part of the rezoning process. If issues were to arise with traffic concerns, they could be addressed during the platting process as well.

CyRide. Currently, CyRide has a route that terminates at the intersection of California Avenue and Ontario Street. CyRide noted that they would not be adding additional service to the area. Residents wishing to use the bus would need to walk to the location at the intersection of California Avenue and Ontario Street.

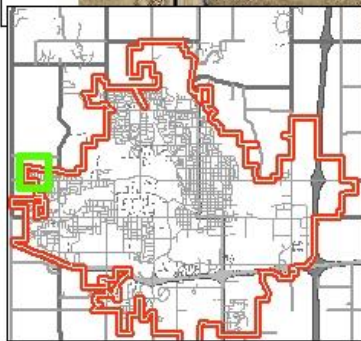
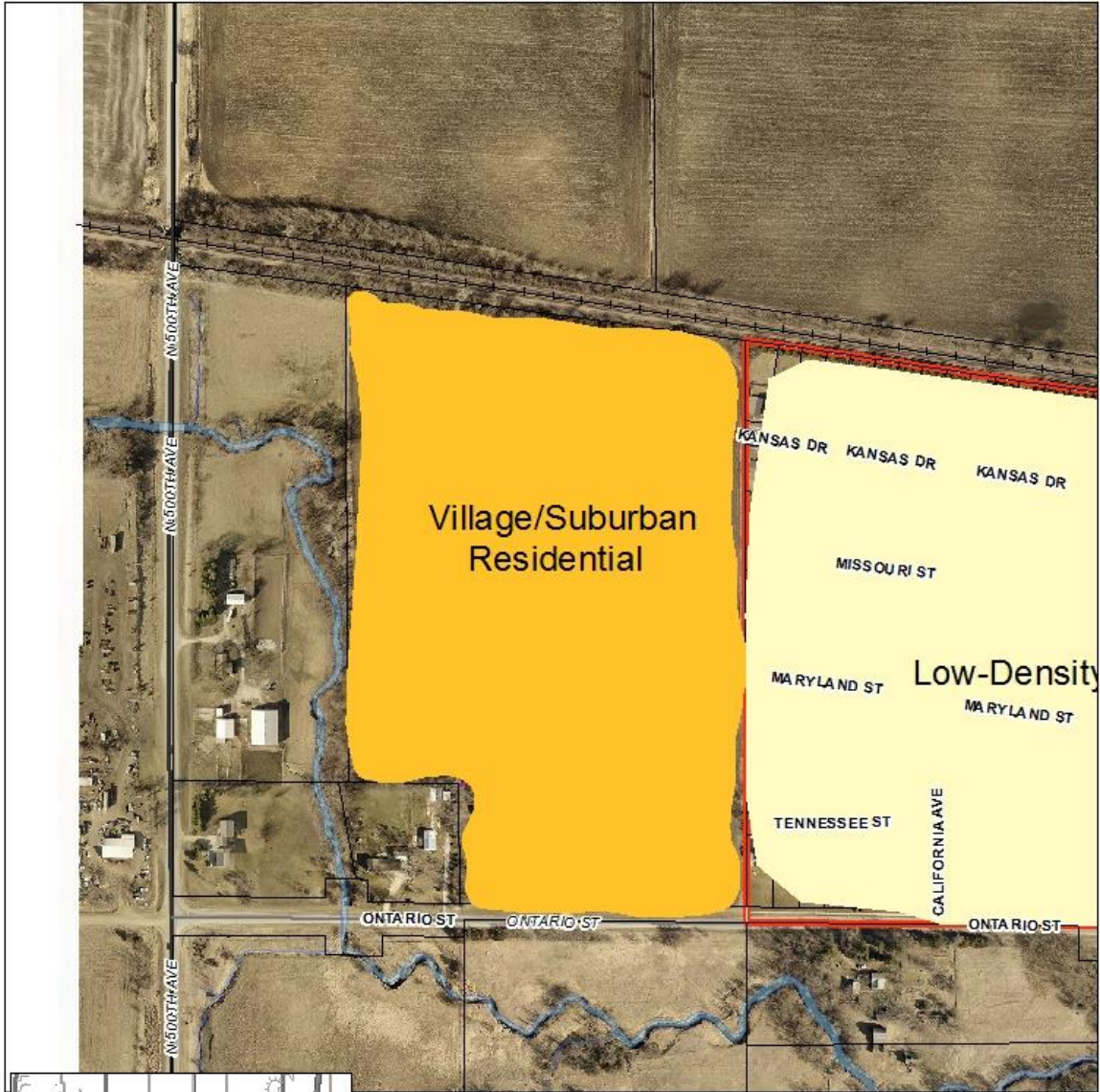
Public Notice. Notice was mailed to property owners within 200 feet of the subject site and a sign was posted on the subject property. As of this writing, no comments have been received.

Attachment A- Location Map

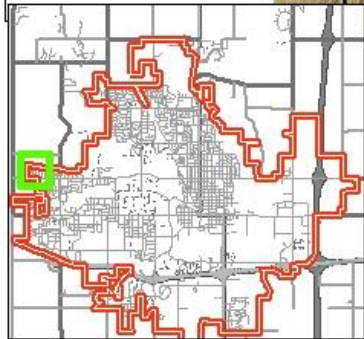


**Location Map
5871 Ontario Street**

Attachment B- LUPP and Ames Urban Fringe Map

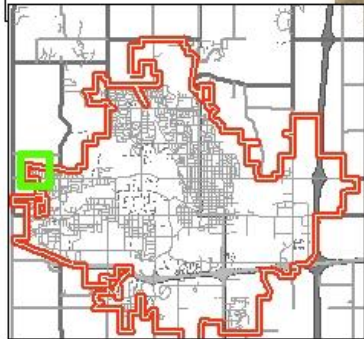
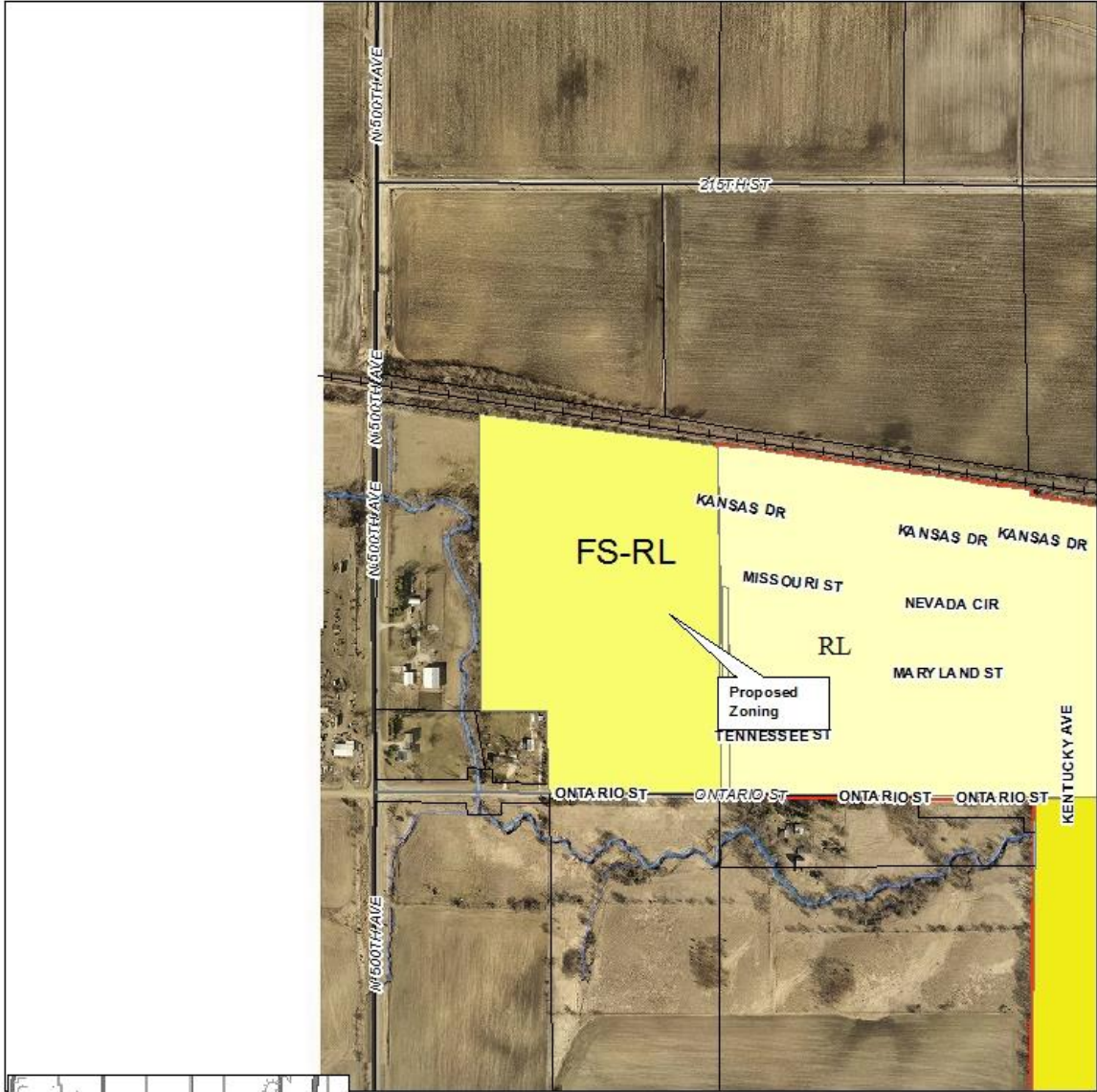


**LUPP Designation
5871 Ontario Street**



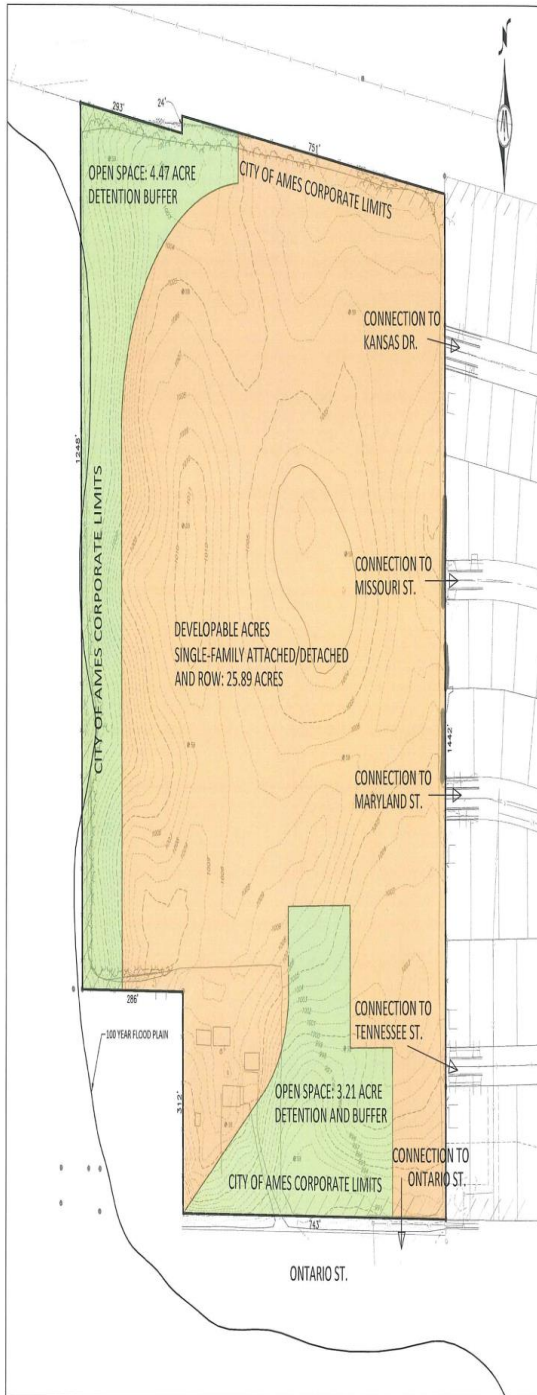
**Current Zoning
5871 Ontario Street**

Attachment D- Proposed Zoning



**Proposed Zoning
5871 Ontario Street**

5871 ONTARIO STREET MASTER PLAN FURMAN CORPORATION



LEGEND					
COLOR	USE	ZONING	APPROX. NET AREA	DWELLING UNITS	DENSITY
	DEVELOPABLE ACRES SINGLE FAMILY ATTACHED/DETACHED	FS-RL	19.97 AC	70-80	3.51-4.01
	OPEN SPACE DETENTION AND BUFFERS	FS-RL	7.68 AC	NA	NA

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 31-84-24, WEST OF THE 5TH P.M., LYING SOUTH OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE S89°25'11"E, 742.72 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31 TO THE POINT OF BEGINNING; THENCE N00°39'18"W, 40.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ONTARIO STREET AND ALSO THE SOUTHEAST CORNER OF PARCEL 'D' IN THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE N00°17'18"W, 311.79 FEET ALONG THE EAST SIDE OF SAID PARCEL 'D' TO THE NORTHEAST CORNER OF SAID PARCEL 'D'; THENCE N89°26'36"W, 286.30 FEET ALONG THE NORTH LINE OF SAID PARCEL 'D'; THENCE N00°23'05"W, 1,247.66 FEET ALONG THE EAST LINE OF THE PROPERTY DESCRIBED IN INSTRUMENT #1997-3652 IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, TO THE SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE S81°35'42"E, 292.72 FEET ALONG THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY; THENCE N00°15'41"W, 24.29 FEET ALONG THE RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE S81°40'13"E, 750.59 FEET ALONG THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF BROOKVIEW PLACE WEST SUBDIVISION, THIRD ADDITION TO THE CITY OF AMES; THENCE S00°17'19"E, 1,442.35 FEET ALONG THE WEST LINE OF BROOKVIEW PLACE WEST SUBDIVISION TO THE NORTH RIGHT-OF-WAY LINE OF ONTARIO STREET; THENCE CONTINUING S00°17'19"E, 40.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE N89°26'03"W, 742.94 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31 TO THE POINT OF BEGINNING.

OWNER
D & R FURMAN, LLC
2607 NORTHDRIDGE PKWY
AMES, IOWA 50010

APPLICANT
D & R FURMAN, LLC
2607 NORTHDRIDGE PKWY
AMES, IOWA 50010

PREPARED BY
BOLTON & MENK
2730 FORD STREET
AMES, IA 50010

SUBMITTAL DATE
MAY 13, 2016

EXISTING ZONING: "A" (AGRICULTURAL ZONE)
PROPOSED: "FS-RL" (SUBURBAN RESIDENTIAL ZONE RESIDENTIAL LOW DENSITY) (ENTIRE SITE)

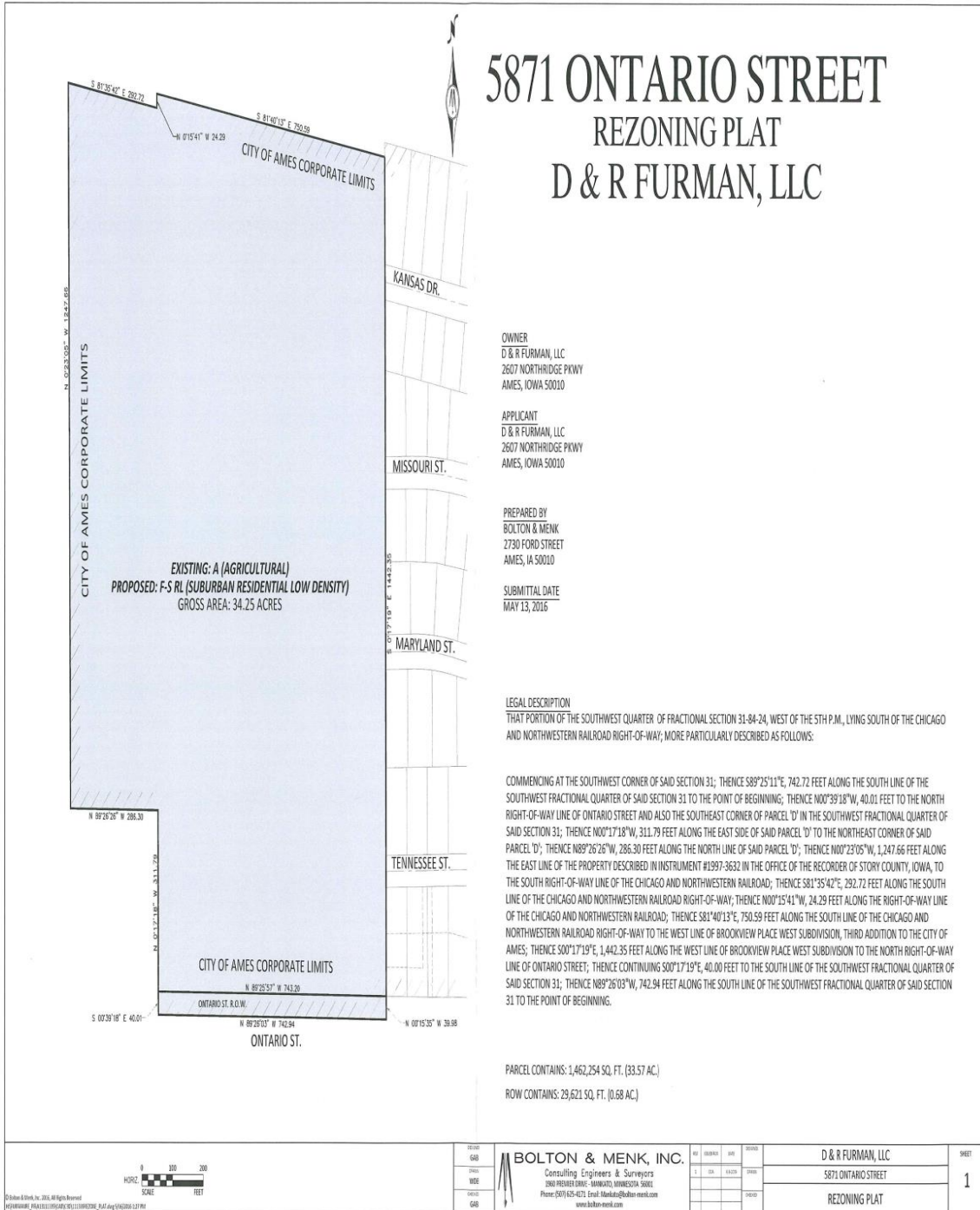
TOTAL AREA: 33.57 ACRES
OPEN SPACE: 7.68 ACRES
PROPOSED ROW: 5.92 ACRES
NET AREA: 19.97 ACRES



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16/05/2016 10:45:15 AM C:\Users\BME\Documents\5871 Ontario Street\5871 Ontario Street.dwg 10/22/2016 4:13 PM

DESIGN GAB	BOLTON & MENK, INC. Consulting Engineers & Surveyors 2650 PREMIER DRIVE - WAMAWATO, MINNESOTA 56011 Phone: (952) 425-4272 Email: bolton@bolton-menk.com www.bolton-menk.com	NO.	DATE	BY	D & R FURMAN, LLC	SHEET 1
DRAWN WBR		NO.	DATE	BY	5871 ONTARIO STREET	
CHECKED GAR		NO.	DATE	BY	MASTER PLAN	

Attachment F-Rezoning Plat



Attachment G

Applicable Regulations

- Land Use Policy Plan (LUPP) Goals, Policies and the Future Land Use Map:

The Land Use Policy Plan (LUPP) Future Land Use Map identifies the land use designations for the property proposed for rezoning.

- Ames *Municipal Code* Chapter 29, Section 1507, Zoning Text and Map Amendments, includes requirements for owners of land to submit a petition for amendment, a provision to allow the City Council to impose conditions on map amendments, provisions for notice to the public, and time limits for the processing of rezoning proposals.
- Ames *Municipal Code* Chapter 29, Section 1200, Floating Zones, includes a list of uses that are permitted in the Village Residential, Suburban Residential and Planned Residential zoning districts and the zone development standards that apply to properties in those zones.

Per Section 29.1507(4): master plan Submittal Requirements:

- a. Name of the applicant and the name of the owner of record.
- b. Legal description of the property.
- c. North arrow, graphic scale, and date.
- d. Existing conditions within the proposed zoning boundary and within 200 feet of the proposed zoning boundary: Project boundary; all internal property boundaries; public rights-of-way on and adjacent to the site, utilities; easements; existing structures; topography (contours at two-foot intervals); areas of different vegetation types; designated wetlands; flood plain and floodway boundaries; areas designated by the Ames Land Use Policy Plan as Greenways and Environmentally Sensitive Areas
- e. Proposed zoning boundary lines.
- f. Outline and size in acres of areas to be protected from impacts of development
- g. Outline and size in acres of areas proposed of each separate land use and for each residential unit type
- h. Pattern of arterial streets and trails and off-site transportation connections
- i. For proposed residential development provide the number of unit type for each area, expressed in a range of the minimum to maximum number to be developed in each area
- j. For proposed residential development provide a summary table describing all uses of the total site area, including the number of units per net acre for each unit type and each zoning area.

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Avenue, Ames, IA 50010 Phone: 515-239-5146
Return to: Ames City Clerk, P.O. Box 811, Ames, IA 50010 Phone: 515-239-5105

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AMES, IOWA, AS PROVIDED FOR IN SECTION 29.301 OF THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN SECTION 29.1507 OF THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE

BE IT HEREBY ORDAINED by the City Council of the City of Ames, Iowa;

Section 1: The Official Zoning Map of the City of Ames, Iowa, as provided for in Section 29.301 of the *Municipal Code* of the City of Ames, Iowa, is amended by changing the boundaries of the districts established and shown on said Map in the manner authorized by Section 29.1507 of the *Municipal Code* of the City of Ames, Iowa, as follows: That the real estate, generally located at 5871 Ontario Street, is rezoned, with Master Plan, from Agricultural (A) to Suburban Residential Low Density (FS-RL).

Real Estate Description:

THAT PORTION OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 31-84-24, WEST OF THE 5TH P.M., LYING SOUTH OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE S89°25'11"E, 742.72 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31 TO THE POINT OF BEGINNING; THENCE N00°39'18"W, 40.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF ONTARIO STREET AND ALSO THE SOUTHEAST CORNER OF PARCEL 'D' IN THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE N00°17'18"W, 311.79 FEET ALONG THE EAST SIDE OF SAID PARCEL 'D' TO THE NORTHEAST CORNER OF SAID PARCEL 'D'; THENCE N89°26'26"W, 286.30 FEET ALONG THE NORTH LINE OF SAID PARCEL 'D'; THENCE N00°23'05"W, 1,247.66 FEET ALONG THE EAST LINE OF THE PROPERTY DESCRIBED IN INSTRUMENT

#1997-3632 IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, TO THE SOUTH RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE S81°35'42"E, 292.72 FEET ALONG THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY; THENCE N00°15'41"W, 24.29 FEET ALONG THE RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE S81°40'13"E, 750.59 FEET ALONG THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF BROOKVIEW PLACE WEST SUBDIVISION, THIRD ADDITION TO THE CITY OF AMES; THENCE S00°17'19"E, 1,442.35 FEET ALONG THE WEST LINE OF BROOKVIEW PLACE WEST SUBDIVISION TO THE NORTH RIGHT-OF-WAY LINE OF ONTARIO STREET; THENCE CONTINUING S00°17'19"E, 40.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE N89°26'03"W, 742.94 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31 TO THE POINT OF BEGINNING.

Section 2: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: This ordinance is in full force and effect from and after its adoption and publication as provided by law.

ADOPTED THIS _____ day of _____, _____.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

COUNCIL ACTION FORM

SUBJECT: SPEED LIMIT ON 6TH STREET (HAZEL AVENUE TO UNION PACIFIC RAILROAD UNDERPASS)

BACKGROUND:

As part public input sessions for the 6th Street Bridge Reconstruction Project, a citizen request was received to reduce the speed limit along 6th Street to 25 MPH from the bridge through the entrance of Brookside Park. The comments received by staff included concerns about the number of cyclists and pedestrians using the marked cross walk north-south across 6th Street at the park's entrance compared to the number of cyclists and vehicles that use 6th Street itself.

Over the last several years 6th Street has become one of the main cycling and pedestrian corridors in Ames due to the fact it most directly connects Downtown Ames to the Iowa State University campus. This makes the route prime for commuting to and from campus, and also is a significant connection point along the City's trail network and park system for recreational users. Several important factors contribute to the complexity of traffic in the area, such as the curvature of 6th Street from the UPRR underpass to the bridge, the high number non-motorized users, and how the roadway under the tracks cannot support on-street bike lanes because of the underpass.

Because of this complexity, staff would recommend lowering the speed limit from its current designation of 30 MPH to a residential level (25 MPH) from Hazel Avenue west to a point 100 feet east of the UPRR underpass where it becomes an ISU owned road. This would provide additional time for users to safely navigate this section of 6th Street. Operating closer to residential speeds will also promote better integration of on-street cycling and motorized users. It should be noted that this will also make the segment consistent with the speed limit on ISU's segment of this street.

When looking at the accident history for the most recent 10+ year period (2006-2016), there were 17 total accidents, of which six were either minor or possible injuries. Those injury accidents equate to a 35.3% injury rate, whereas on average Ames has a 24.2% injury rate city-wide. This segment thus experiences a slightly higher potential for injuries to occur. According to national best practices, lowering the speed limit alone to 25 MPH should result in a 22% reduction in all types of injury crashes. Once the bridge project is complete, staff will also ensure that proper signs and pavement markings are restored.

This proposed change around the Brookside Park entrance is just one example of an ongoing effort Public Works staff has initiated to improve safety and access to the City's

park system. Both Ames Police and the Parks and Recreation staff are also involved in this coordinated effort.

ALTERNATIVES:

1. a) Approve the ordinance to establish a 25 MPH speed limit on 6th Street from Hazel Avenue to a point 100 feet east of the railroad underpass.

b) Waive the requirement for three readings, thereby passing the ordinance on first reading to reopen 6th Street under the newly established speed limit to minimize confusion to the public.
2. Reject the proposed changes and retain the existing 30 MPH speed limit.

MANAGER'S RECOMMENDATION:

The 6th Street bridge is nearing completion and is expected to open in early August. If City Council agrees with staff's recommendation to lower the speed limit to 25 MPH, it would be beneficial to waive the rules and pass the ordinance on all three readings at this meeting. This would allow the street to be reopened with the newly established speed limit in place, thereby encouraging the desired driving habits from the start.

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



6th Street Speed Limit

Proposed 25 MPH Zone



ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING SECTION 26.39(W) AND ENACTING A NEW SECTION 26.39(W) THEREOF, FOR THE PURPOSE OF DESIGNATED SPEED LIMITS ON CERTAIN STREETS; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ENACTED, by the City Council for the City of Ames, Iowa, that:

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting a new Section as follows:

“Sec. 26.39. SPECIFICALLY DESIGNATED SPEED LIMITS ON CERTAIN STREETS.

(1) No person shall operate a vehicle in excess of the following designated speed limits on the following streets or portions of streets:

• • •

(w) **Sixth Street:** thirty (30) miles per hour from Grand Avenue to Hazel Avenue, and twenty-five (25) miles per hour from Hazel Avenue west to a point one hundred feet (100') east of the Chicago and Northwestern Railroad underpass.”

Section Two. Violation of the provisions of this ordinance shall constitute a simple misdemeanor punishable as set out by law.

Section Three. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict, if any.

Section Four. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

ITEM# 10
 DATE: 06-28-16

COUNCIL ACTION FORM

SUBJECT: PARKING REGULATIONS ON EATON AVENUE AND PUBLIC ALLEY NEAR BRISTOL DRIVE

BACKGROUND:

On March 22, 2016, City Council referred a letter from the Somerset Town Home and Rowhouse Association (“the Association”) requesting that a “No Parking” area be established on the west side of the street along Eaton Avenue and a Public Alley for approximately 180 to 325 feet north/south of Bristol Avenue (see attached map). The Association cited safety concerns with maintaining two-way traffic while vehicles are parked near the Bristol Avenue intersection. This is an area that also sees daily congestion related to a school bus stop on Eaton Avenue.

Staff conducted a field study of the area. Both Eaton Avenue to the south and the Public Alley to the north are 26 feet wide pavements, which is a City standard width for low-volume residential streets. In typical subdivisions this type of street does allow parking on one side of the street. Staff also looked at the accident history for the past 10 years. There were no reported accidents in that time period.

Staff sent out a letter to the effected residents along these streets on June 1, 2016, asking for any feedback on the proposed change. To date, staff has received a response from four residents – one against the proposal, two in favor of the proposal, and one neutral response. The Association indicated to staff that in the area of the proposed no parking zone there are underutilized association owned parking lots. Staff confirmed that there are six lots totaling approximately 43 parking stalls.

It should be noted that there was no direct safety or engineering design issue related to the existing on-street parking regulations. Staff believes that, given the support of the Association and some of the residents for prohibiting parking on the west side of Eaton Avenue and the Public Alley off the Bristol Drive intersection, it does not appear that this new prohibition will have a significant negative impact on current neighborhood parking practices. Therefore, staff concurs with creating a “No Parking Here to Corner” zone as requested by the Association.

ALTERNATIVES:

1. Direct the City Attorney to draft an ordinance to establish a “No Parking Here to Corner” on the west side of Eaton Avenue from Bristol Drive south for 325 feet, and to establish a “No Parking Here to Corner” on the west side of the Public Alley from Bristol Drive north for 180 feet.

The City Council should note that not all of the residents are in support of this parking regulation change!

2. Reject the request.

MANGER'S RECOMMENDATION:

The proposed no parking zone near the intersection of Eaton Avenue and Bristol Drive should help to reduce congestion of two-way traffic. It also appears that with several unused parking lots directly adjacent to this route, this new regulation should not create a hardship on parking in the neighborhood.

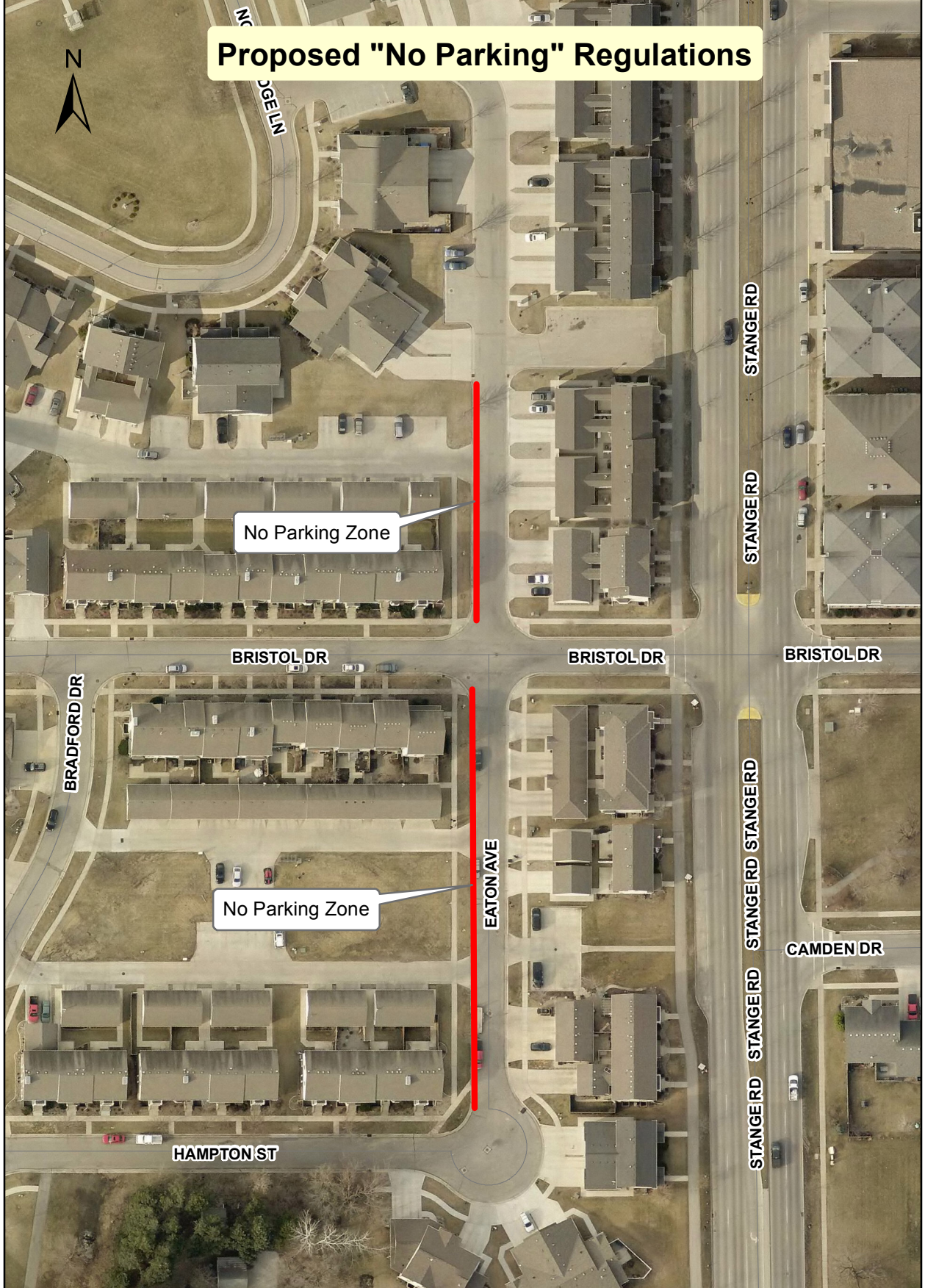
Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 as shown above.

Proposed "No Parking" Regulations



No Parking Zone

No Parking Zone



ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING SECTION 18.31(80) AND ENACTING A NEW SECTION 18.31(80) THEREOF, FOR THE PURPOSE OF ESTABLISHING PARKING REGULATIONS FOR EATON AVENUE ; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ENACTED, by the City Council for the City of Ames, Iowa, that:

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by repealing Section 18.31(80) and enacting a new Section 18.31(80) as follows:

“Sec. 18.31. REGULATIONS FOR SPECIFIC STREETS OR LOCATIONS.

...

(80) **EATON AVENUE.** Parking is prohibited at all times on the north and east sides; on the west side of Eaton Avenue from Bristol Drive south for 325 feet; and on the west side of the Public Alley from Bristol Drive north for 180 feet.”

(Ord. No. 3748, 11-25-03)

...

Section Two. Violation of the provisions of this ordinance shall constitute a municipal infraction punishable as set out by law.

Section Three. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict, if any.

Section Four. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

COUNCIL ACTION FORM

SUBJECT: REZONING CONTRACT FOR PROPERTY LOCATED AT 104 SOUTH HAZEL AVENUE FROM S-GA (GOVERNMENT/AIRPORT DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL).

BACKGROUND INFORMATION:

On June 28th the City Council held a public hearing and approved first reading of an ordinance to rezone property at 104 S. Hazel Avenue from S-GA Government Airport District to NC Neighborhood Commercial District subject to limiting the future use to office uses. Per direction from the Council on that date, contractual language for the rezoning was drafted to reflect the desires of Council with regard to the rezoning. That language has been agreed to by Story County, the current property owner of the site.

This language restricts future use of the property under the Neighborhood Commercial designation to Office uses as found in Section 29.501(4)-2. **From staff's review of the information provided about the prior use of the site by Story County and the future use by the intended buyer, Optima, the administrative services and offering of medical assistance is allowed with the Office category.** The building has been used for administration functions of health services and to provide in a limited capacity of approximately 20% of the building direct services and assistance to clients. The site has enough parking to support both general office and some medical office uses. However, there is not enough parking for the whole building to be used as medical office. Staff also notes that under the Zoning Ordinance any expansion of use or alteration or expansion of the existing building requires a public hearing and approval of a Special Use Permit before the Zoning Board of Adjustment as required in Section 29.801(3) due to the lot area square footage of the existing parcel in the Neighborhood Commercial District.

Any change or removal of the contract restriction on the property would require a public hearing before the Planning & Zoning Commission and the City Council for review and consideration as a rezoning of the property. As a contract, it would also require the agreement of the property owner to change the contract.

ALTERNATIVES:

1. The City Council can approve and adopt the rezoning contract on property located at 104 South Hazel Avenue if it finds the contract conforms to all other applicable city standards, regulations and LUPP goals.
2. The City Council can deny the rezoning and contract on the property at 104 South Hazel Avenue if it finds the contract does not meet or conform to City

standards, regulations or LUPP goals.

3. The City Council can delay the third reading of the ordinance and refer the matter back to staff or the applicant for further information.

CITY MANAGERS RECOMMENDATION:

The proposed contract allows the rezoning of land to align with the proposed use of the property in the Neighborhood Commercial Zoning District while addressing concerns of future potential uses on the property in relation to the surrounding neighborhood. The restriction to Office uses on the property will help ensure that the future use of the property under the current zoning designation maintains a character that is similar in nature and operation to the existing use and meets the needs of the property owner

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby approving the proposed contract and approving on third reading the ordinance to rezone the property from S-GA to NC.

DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER

Prepared by: Judy K. Parks, Ames City Attorney, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Ames City Clerk, Ames City Hall, P.O. Box 811, Ames, IA 50010

**CONTRACT REZONING AGREEMENT BETWEEN STORY COUNTY, IOWA,
AND THE CITY OF AMES PERTAINING TO THE
LAND AT 104 SOUTH HAZEL AVENUE**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of Ames, Iowa (hereinafter called “City”) and Story County, Iowa (hereinafter called “County”), their successors and assigns.

WITNESSETH THAT:

WHEREAS, the County owns developed real property which it had formerly used for office purposes related to the delivery of community based social services, legally described as set out on Attachment A and locally addressed as 104 South Hazel Avenue, Ames, Iowa, 50010 (hereinafter called the “Property”); and

WHEREAS, the County no longer utilizes the Property and desires its sale, it has applied to the City for rezoning of the Property from its present designation as S-GA (Government/Airport) to NC (Neighborhood Commercial), consistent with the City of Ames’ Land Use Policy Plan; and

WHEREAS, an agreement between the County and the City related to the Property is jointly sought with respect to certain conditions being agreed upon in addition to granting the base zoning, as provided for under Iowa Code section 414.5.

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 County is the owner of the Property which is being rezoned and expressly agrees to the imposition of additional conditions as authorized pursuant to Iowa Code Section 414.5; and
2. To grant rezoning of the Property from S-GA to NC, but with the additional condition that the permitted commercial use of the Property shall be limited to the Office Use Categories per the City of Ames Municipal Code Table 29.501(4)-2. The Office Use Categories include such activities as are conducted in an office setting and which are primarily focused on administrative, business, government, professional, medical, or financial services.

B. Purpose.

1. The reason for the requested rezoning is due to the County's present interest in selling the Property to Optimae Lifeservices, Inc., an Iowa corporation and a non-governmental organization, which currently occupies and uses the Property, and will continue to do so, in a manner that is consistent with the County's prior use of the Property, which includes providing community based health care and human services to assist persons with disabilities to live, learn, work and socialize in their environment of choice (hereinafter called "Community Based Health Services").
2. The County and the City agree that Community Based Health Services is an activity that meets the definition of "Office Use" under the City of Ames Municipal Code Table 29.501(4)-2 and that Optimae Lifeservices, Inc. and its successors, subsequent purchasers and assigns may use the Property to provide Community Based Health Services as well as any other use that is in accordance with the City of Ames Municipal Code Table 29.501(4)-2.

II. GENERAL PROVISIONS

A. Modification. The parties agree that this Agreement may be modified, amended or supplemented only by written agreement of the parties, and their successors and/or assigns.

B. General Applicability of Other Laws and Ordinances. The County understands and agrees that all work done by or on its behalf shall be made in compliance with Iowa Code, the Ames Municipal Code, Iowa Statewide Urban Design and Specifications and all other federal, state and local laws of general application, whether or not such requirements are specifically stated in this agreement. All ordinances, regulations and policies of the City now existing, or as may hereafter be enacted, shall apply to activity or uses on the site.

C. Incorporation of Recitals. The recitals are confirmed by the parties as true and incorporated herein by reference as if fully set forth verbatim. The recitals are a substantive contractual part of this agreement.

**VI.
COVENANTS RUN WITH THE LAND**

This Agreement shall run with the site and shall be binding upon the County, its successors, subsequent purchasers 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.

<p>CITY OF AMES, IOWA</p> <p>By _____ Ann H. Campbell, Mayor</p> <p>Attest _____ Diane R. Voss, City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this _____ day of _____, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the _____ day of _____, 2016, and that Ann H. Campbell and Diane R Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa</p>	<p>STORY COUNTY, IOWA</p> <p>By _____ Chair, Board of Supervisors</p> <p>STATE OF IOWA, COUNTY OF STORY, ss: This instrument was acknowledged before me on _____, 2016, by _____, of the Story County Board of Supervisors.</p> <p>_____ Notary Public in and for the State of Iowa</p>
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