

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
DECEMBER 13, 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.

PRESENTATION:

1. Government Finance Officers Association Distinguished Budget Presentation Award

RECOGNITION:

2. Ames High School Girls State Champion Swim Team

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.

3. Motion approving payment of claims
4. Motion approving Minutes of Regular Meeting of November 22, 2016, and Special Meeting of November 29, 2016
5. Motion approving Report of Contract Change Orders for November 16-30, 2016
6. Motion setting January 24, 2017, and February 28, 2017, at 5:30 p.m. as Conference Board meeting dates
7. Motion directing Public Art Commission to purchase “Windswept” (to be placed at entry to Airport) using Neighborhood Sculpture funds
8. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor & Outdoor Services - Aunt Maude’s, 543-547 Main Street
 - b. Class C Liquor & Outdoor Services - Thumbs Bar, 2816 West Street
 - c. Class C Liquor & Outdoor Services - Tip Top Lounge, 201 East Lincoln Way
 - d. Class C Liquor - 1 Night Stand, 124 Welch Avenue
 - e. Class C Liquor- Cyclone Liquors, 626 Lincoln Way
 - f. Special Class C Liquor & Class B Wine - Salt and Pretzel, 2610 Northridge Parkway
 - g. Class C Beer & Class B Native Wine - Casey’s General Store #2298, 428 Lincoln Way
 - h. Class B Beer - Pizza Pit, 207 Welch Avenue, Suite 201
9. Resolution approving appointment of Council Member Gloria Betcher to Ames Convention & Visitors Bureau Board of Directors
10. Resolution approving biannual Sustainability Report by Sustainability Coordinator
11. Resolution approving Agreement with B&G Productions Authorizing Commercial Use of Small Unmanned Aircraft System (drone)
12. Resolution approving renewal of administrative and claims processing services for flexible spending account benefit with Wellmark Blue Cross Blue Shield
13. Resolution approving additional funding to outside counsel (Coppola Law Firm) for prosecution assistance

14. Resolution approving request from Main Street Cultural District for waiver of parking meter fees and enforcement for January Dollar Days, January 26-28, 2017
15. Resolution committing to 20-year maintenance of modifications to River Valley Park Low-Head Dam as a condition of grant application for Iowa Federal Recreational Trails Program
16. Resolution approving preliminary plans and specifications for CyRide 2016 Security Entry System, Phase 1; setting January 12, 2017, as bid due date and January 24, 2017, as date of public hearing
17. Resolution approving contract and bond for CyRide Re-roofing 2016
18. Resolution awarding contract to Keck Energy of Des Moines, Iowa, in an amount not to exceed \$1,207,500 for purchase of fuel for CyRide for calendar year 2017
19. Resolution approving Change Order No. 13 with Knutson Construction in the amount of \$21,136 for New Water Treatment Plant Contract 2
20. Resolution accepting completion of 2016/17 Pavement Restoration Program - Contract 1: Concrete Joint Repair Program
21. Resolution accepting completion of 2016/17 Pavement Restoration Program - Contract 2: Slurry Seal Program
22. Water Pollution Control Lift Station Improvement Project:
 - a. Resolution accepting completion of Project
 - b. Resolution authorizing staff to utilize same Purchase Order and sole source C. L. Carroll to repair the damaged Lift Station
23. Resolution accepting partial completion of public improvements and reducing security for Hayden's Crossing Subdivision, 2nd Addition
24. Resolution approving partial completion of public improvements and reducing amount of security held for Crane Farm Subdivision
25. Plat of Survey and Acquisition Plat:
 - a. Resolution approving Acquisition Plat for Woodland Street in front of 3621 and 3629 Woodland Street
 - b. Resolution approving Plat of Survey for 3621 and 3629 Woodland Street

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.

PUBLIC WORKS:

26. Staff Report on 13th Street and Kellogg Avenue Traffic Signal Study:
 - a. Motion providing direction to staff on request to install permanent signal
27. Motion to table award of contract for 2016/17 U.S. Highway 69 Improvements Program (South Duff Avenue Traffic Signal) to December 20, 2016

ELECTRIC SERVICES:

28. Motion providing direction on Community Solar project

PLANNING & HOUSING:

29. Motion directing staff on annexation strategy for Auburn Trail Subdivision

ADMINISTRATION:

30. Resolution accepting ownership of Airport Hangar at 2511 Airport Road

31. Resolution reaffirming City's commitment to the values of equity, fairness, inclusion, and justice
32. Resolution approving parkland lease agreements with Iowa State University for:
 - a. Brookside Park
 - b. Franklin Park
 - c. Stuart Smith Park
33. Healthy Life Center:
 - a. Motion directing staff to continue working with Steering Committee to develop proposal for the project
 - b. Motion approving concept for City to own the facility
 - c. Motion approving concept for City to manage the facility
 - d. Resolution allocating \$100,000 in 2016/17 Adjusted Budget for feasibility study, subject to acceptable site being identified

HEARINGS:

34. Hearing on vacating right-of-way located south of 2700 Lincoln Way and east of 115 South Sheldon Avenue:
 - a. First passage of ordinance
 - b. Resolution setting January 10, 2017, as date of public hearing for sale of vacated right-of-way to Ames Caddis, LLC, in the amount of \$20,660.61
35. Hearing on transfer of property and granting of Easements to Iowa Department of Transportation for I-35 Lane Widening and Interchange Improvements Project:
 - a. Resolution approving selling and conveying property and granting of Easements to Iowa Department of Transportation
36. Hearing on Zoning Text Amendment to allow for Supervised Transitional Homes in RL, RM, RH, UCRM, RLP, FS-RL, FS-RM, F-PRD, S-SMD zoning districts:
 - a. First passage of ordinance

FINANCE:

37. Council Budget Issues

ORDINANCES:

38. Net Metering:
 - a. First passage of ordinance revising *Municipal Code* Chapter 28
 - b. First passage of ordinance revising *Municipal Code* Appendix H
39. Third passage and adoption of ORDINANCE NO. 4280 establishing parking regulations on Hyde Avenue
40. Third passage and adoption of ORDINANCE NO. 4281 establishing speed limit on Hyde Avenue
41. Third passage and adoption of ORDINANCE NO. 4282 establishing 2700, 2702, 2718, and 2728 Lincoln Way; 112 and 114 South Hyland Avenue; and 115 South Sheldon Avenue Urban Revitalization Area
42. Third passage and adoption of ORDINANCE NO. 4283 changing boundaries by removing properties addressed as 2700, 2702, and 2718 Lincoln Way

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

NOVEMBER 22, 2016

**MEETING OF THE AMES AREA METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION POLICY COMMITTEE**

The Ames Area Metropolitan Planning Organization (AAMPO) Transportation Policy Committee meeting was called to order by Ames Mayor and voting member Ann Campbell at 6:02 p.m. on the 22nd day of November, 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; Gloria Betcher, City of Ames, Amber Corrieri, City of Ames; Tim Gartin, City of Ames; Chris Nelson, City of Ames; and Peter Orazem, City of Ames. Representing the AAMPO were City of Ames Public Works Director John Joiner, Transportation Planner Tony Filippini, and Transit Director Sheri Kyras.

REPRESENTATIVE TO SUDAS BOARD OF DIRECTORS: Moved by Gartin, seconded by Betcher, to approve the appointment of Ames Public Works Director John Joiner to the Statewide Urban Design and Specifications (SUDAS) Board of Directors.

Vote on Motion: 7-0. Motion declared carried unanimously.

IOWA CLEAN AIR ATTAINMENT PROGRAM GRANT APPLICATION: Transportation Planner Filippini explained that the Iowa's Clean Air Attainment Program (ICAAP) helps fund transportation projects and programs that result in attaining or maintaining the National Ambient Air Quality Standards (NAAQS). While the AAMPO is "in attainment" of the NAAQS, ICAAP funds are available for projects in the area that result in reductions in vehicle emissions and traffic congestion. The AAMPO is required to review all potential ICAAP applications within the area for completeness, financial feasibility, and conformity with AAMPO transportation planning processes and plan. Mr. Filippini explained the three projects: one for the City of Ames and one for CyRide.

Ms. Kyras advised that the Transit Board of Trustees had approved the applications as well.

Moved by Orazem, seconded by Corrieri, to adopt the following to certify that the projects conform to AAMPO's regional transportation planning process:

1. RESOLUTION NO. 16-673: South 5th Street Construction Project
2. RESOLUTION NO. 16-674: CyRide #2 Green Route, #6 Brown Route, and #3 Blue Route Service Expansion
3. RESOLUTION NO. 16-675: Plum Route Service Expansion

Vote on Motion: 7-0. Resolutions declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

ADJOURNMENT: Moved by Gartin, seconded by Betcher, to adjourn at 6:06 p.m.

Vote on Motion: 7-0. Motion declared carried unanimously.

REGULAR CITY COUNCIL MEETING

The Regular Meeting of the Ames City Council was called to order by Mayor Ann Campbell at 6:08 p.m. on the 22nd day of November, 2016, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law, with the following members in attendance: Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Chris Nelson, and Peter Orazem. *Ex officio* Member Sam Schulte was also present.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting of November 15, 2016
3. Motion approving certification of civil service applicants
4. Motion approving Report of Contract Change Orders for November 1-15, 2016
5. Motion approving the following requests from Olde Main Brewing Company for 5-day Liquor Licenses:
 - a. Special Class C Liquor License (December 5 - 9) at the ISU Alumni Center, 420 Beach Avenue (pending dram)
 - b. Class C Liquor License (December 9 - 13) at Reiman Gardens, 1407 University Boulevard (pending dram)
 - c. Class C Liquor License (December 7 - 11) at the Hansen Ag Student Learning Center, 2516 Mortensen Road (pending dram)
6. Motion approving 5-day (December 10 - 14) Class C Liquor License for Gateway Market at Reiman Gardens, 1407 University Boulevard
7. Motion approving 5-day (December 10 - 14) Class C Liquor License for Greater Caterers of Iowa at CPMI Event Center, 2321 N. Loop Drive (pending dram)
8. Motion approving 5-day (December 2 - 6) Class C Liquor License for the Gateway Hotel & Conference Center, LLC at the ISU Alumni Center, 420 Beach Avenue
9. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor & Outdoor Service- Outlaws, 2522 Chamberlain Street
 - b. Class B Native Wine - Chocolaterie Stam, 230 Main Street
 - c. Class B Liquor & Outdoor Service - Country Inn & Suites, 2605 SE 16th Street (pending dram)
 - d. Class C Beer & Class B Native Wine - Swift Stop #8, 705 24th Street
 - e. Class C Liquor & Outdoor Service - The Café, 2616 Northridge Parkway (pending dram)
10. RESOLUTION NO. 16-676 approving Annual Affirmative Action Report
11. RESOLUTION NO. 16-677 approving 2018-2022 Federal Airport Improvement Program
12. RESOLUTION NO. 16-678 approving annual 2016 Urban Renewal Report and certification of TIF Debt for Campustown and annual appropriation of Kingland TIF Rebate
13. RESOLUTION NO. 16-679 approving Agreement with Bottlesode Authorizing Commercial Use of Small Unmanned Aircraft System (drone)
14. Iowa Clean Air Attainment Program (ICAAP) Grant Application for Grand Avenue Extension Improvements:
 - a. Motion authorizing the ICAAP Application for the Grand Avenue Extension Improvements in the amount of \$931,000
 - b. RESOLUTION NO. 16-680 providing official certification to commit the necessary local matching funds and assuming responsibility for maintaining the facility for public use
15. RESOLUTION NO. 16-681 approving preliminary plans and specifications for City Hall Gym HVAC Renovations; setting December 21, 2016, as bid due date and January 10, 2017, as date of public hearing
16. RESOLUTION NO. 16-682 approving preliminary plans and specifications for Boiler Maintenance Services for Power Plant; setting December 21, 2016, as bid due date and January 10, 2017, as date of public hearing
17. RESOLUTION NO. 16-683 accepting completion of Power Plant Fuel Conversion - Electrical Installation General Work Contract
18. RESOLUTION NO. 16-684 accepting completion of Cooling Tower Replacement at Power Plant
19. RESOLUTION NO. 16-685 approving partial completion of public improvements and reducing amount of security held for Crane Farm Subdivision

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

PUBLIC FORUM: Mayor Campbell opened Public Forum. Bradley Miller, 5417 Springbrook Drive, Ames, brought the Council's attention to a gap in the sidewalk on the north side of West Lincoln Way, west of North and South Dakota. He noted the City's policy of only having sidewalks installed by the developers when the land is developed, which he believes has caused this type leap-frog effect. Mr. Gartin asked Mr. Miller to send an email to the Mayor and City Council depicting the exact location of the gap in the sidewalk.

No one else requested to speak, and Public Forum was closed.

HEARING ON ANNEXATION OF TERRITORY EAST OF AMES BETWEEN INTERSTATE 35 AND 590TH AVENUE (EAST INDUSTRIAL AREA): City Planner Charlie Kuester stated that the City had received annexation petitions from property owners representing 1,082.78 acres on both sides of Lincoln Highway between Ames and Nevada in the planned East Industrial expansion area. The petitions were signed by 11 owners representing 36 separate parcels. At the August 23, 2016, City Council meeting, staff was directed to include additional properties under the 80/20 Rule. Seventeen parcels (owned by 12 separate owners) were included in the annexation. The proposed annexation now totals 1,349.63 acres, plus additional railroad and highway rights-of-way. The consenting owners comprise 80.23% of the entire annexation area. Annexations are governed by the *Code of Iowa* Section 368.7. The petitions initiated by individuals or entities are classified as a voluntary annexation. With a voluntary annexation, the City may include up to 20% of the total annexed land area with additional non-consenting property owners in order to avoid creating islands or to create uniformity in boundaries.

According to Mr. Kuester, the area had been identified as desirable for industrial development since the 1980s because of access to the Union Pacific railroad, to Interstate 35 and to U. S. Highway 30, to an industrial volume of natural gas, and the availability of large tracts of relatively flat land, all of which combine to make the area appealing for industrial development. The annexation petitions encompass properties recently designated as Planned Industrial in the Ames Urban Fringe Plan (AUFPP) Map. That designation was completed in March 2016 with the approval by the City Councils of Ames and Gilbert and the Story County Supervisors. The 28E Agreement that implements the Ames Urban Fringe Plan (AUFPP) requires the City to consider annexation applications only for those areas designated as Urban Residential or Planned Industrial in the AUFPP.

Planner Kuester said that City staff invited the Township Trustees and the Story County Supervisors to a meeting about this annexation; Story County was represented. Story County Supervisors had adopted a Resolution in support of the annexation at its meeting on October 4, 2016. At its meeting held October 5, 2016, the Planning and Zoning Commission voted 6-0 to recommend the annexation of 1,349.63 acres of land, including 266.85 acres owned by non-consenting owners.

The Council was informed that most of the consenting property owners have signed a waiver of their right to withdraw from the annexation process. One property owner has not provided a waiver to withdraw from the annexation, so that owner would have the right to withdrawn within three days of the conclusion of the public hearing. If that were to happen, the boundaries of the annexation would need to be adjusted. Prior to presenting the annexation petitions to the City Council to initiate the process, staff met with several of the owners of the non-consenting parcels on August 15, 2016. The meeting was intended to describe the impacts of annexation and measure their interest in joining the proposed annexation. The owners who attended had a number of questions about City services, taxes, and the timing of a possible annexation; however, none indicated a desire to join the annexation.

Planner Kuester reviewed the options available to the Council. If the Council were to approve the annexation, it will then go before the City Development Board. Mr. Kuester noted that it was the Manager's recommendation to annex the entire 1,349.63 acres of land.

Mayor Campbell opened the public hearing.

Dan Culhane, Executive Director of the Ames Economic Development Commission, 304 Main Street, Ames, said that he and the Board of Directors concur with the staff's recommendation and are greatly supportive of this annexation. They have been working on this in earnest for the past 12 to 18 months. Specifically noted was the fact that the City Manager was able to negotiate an agreement with the Rural Water Association. Mr. Culhane said that they had met with all area land owners. He also wanted it known that, in light of comments made at a Planning & Zoning Commission meeting that Hubbard Harvest is a land speculator out of Texas, Hubbard Harvest is actually the largest landowner in the subject area. They are third-generation land owners of seven parcels. Mr. Culhane said that Ames is missing out on large-scale industrial opportunities. He commented that many would say the City should be very cautious of pursuing industrial development; however, he noted that the City has always thoroughly vetted every industrial opportunity that has come to the area and the use of the infrastructure in the community. Mr. Culhane stated that this is a great opportunity for not only Ames, but all of Story County; this is a job-creator for the region.

Eric Hakmiller, President and Chief Executive Officer (CEO) of Lincoln Way Energy, which is located due east of the subject parcel, said that this is a very unique opportunity for light-industrial development that uses the resources of Iowa. Lincoln Way Energy also owns some parcels on the eastern edge of the subject site. When they have explored developing the lots of land that they have, they are generally in competition with Blair, Nebraska, and Fort Dodge facilities. Mr. Hakmiller believes the Ames area is more suited for light-industrial development than those two areas. Since a natural gas pipeline is already in the area, once the land is available, water and sewer just needs to be brought to the area to make it attractive to industries. Lincoln Way Energy is very supportive of the annexation.

Dan Oh, President and CEO of Renewable Energy Group (REG), offered the support of REG and himself for this annexation. He agreed this is a very unique opportunity and gave the reasons why he believed it was such. Mr. Oh pointed out that the research that comes out of Iowa State University is a great resource. Other companies might follow that use resources that are already in the area. The City and County infrastructure are very sound. Mr. Oh believes that the annexation of the land in question provides a special opportunity for Central Iowa, and he urged the Council to proceed with it.

No one else came forward to speak, and the hearing was closed.

Moved by Nelson, seconded by Corrieri, to adopt RESOLUTION NO. 16-686 approving the annexation of 1,349.63 acres of land, including 266.85 acres of non-consenting property, and directing staff to file the annexation with the City Development Board if there has been no withdrawal of a consenting property owner within three days of the conclusion of the public hearing.

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

HEARING ON 2016/17 U. S. HIGHWAY 69 IMPROVEMENTS PROGRAM (SOUTH DUFF AVENUE TRAFFIC SIGNAL): Traffic Engineer Damion Pregitzer noted that on October 11, 2016, the City Council had approved plans and specifications for this project (from South 5th Street to the Squaw Creek Bridge), and set the bid letting date for November 16, 2016. The project involves reconfiguring Walmart's west parking lot area along with its South Duff Avenue frontage to allow for

cross access for the east-side businesses. It is intended that the local match for this project be funded equally by agreement among Walmart, Hunziker, and the City. Mr. Pregitzer noted that the Traffic Safety funding expires this year, but can be extended.

A summary of the project funding was provided by Mr. Pregitzer. The one bid received puts the project \$162,899 over budget without including any amount for contingency. The lack of competitive bids is likely because the Iowa Department of Transportation (Iowa DOT) requires night work on all projects affecting the traveled lands of South Duff (U. S. Highway 69), limiting work from 7 PM to 7 AM. That makes it difficult for contractors; certain items were inflated because of the night work.

Council Member Nelson asked if staff could discuss waiving some of the requirements with the Iowa DOT, in particular the night work. Mr. Pregitzer said staff is still evaluating the one bid; however, staff will be working with the Iowa DOT on the analysis of the bid. Staff hopes to know by December 13 whether the Iowa DOT is willing to relax any of the requirements.

Council Member Gartin asked if the plans and specifications should be accepted tonight prior to the staff's discussion with the Iowa DOT. Mr. Pregitzer said that the plans and specifications need to be accepted as they are tonight. After the discussion with the Iowa DOT, if it is determined that significant savings will be realized if the project is rebid, that will be brought to the Council on December 13.

Bill Talbot, Newbrough Law Firm, Ames, said he is the attorney representing the Bundy Family. He noted that years ago, it was decided that a Lincoln Way and Duff median was bad for the community, and the Council at that time killed the project. Mr. Talbot recommended that the Council "kill" this project. According to Mr. Talbot, no one wants this project except for WalMart and Hunziker. He commented that the proposed project has absolutely nothing to do with traffic as South Duff is not that busy. During certain times, there are a few cars on Duff Avenue. Mr. Talbot believes that the problem is that the City does not have another north/south route. It would be better to invest the money in the Grand Avenue Extension project. According to Mr. Talbot, installing a stop light will not make it safer as accidents cluster at stop lights. Mr. Talbot commented that the proposed median will negatively impact every business except WalMart, and he asked why the City is preferring WalMart over the other businesses on South Duff. He questioned whether WalMart is "bribing" the City.

Chuck Winkleblack, Hunziker & Associates, 105 S. 16th Street, Ames, noted that the levels of service on Duff Avenue are substandard. He travels South Duff Avenue several times a day, and there are a lot more than a few cars on South Duff. Mr. Winkleblack acknowledged that taking Grand Avenue south will help; that is not the only solution. Mr. Winkleblack noted that the City would receive an Iowa DOT grant in the amount of \$850,000 as part of this project. If those funds go away, there are still going to be traffic problems on Duff. He pointed out that the median will not solve everything; however, it has been determined that it will help traffic flow through South Duff.

Rick Thompson, Thomco, LLC, owner of property at 414 South Duff, Ames, said that they are totally against this project. He noted that they "really don't have a dog in this fight," but they do own two properties south of the bridge and two properties north of South 5th Street. Mr. Thompson said he believes that once a median is installed, more medians will follow. They would like assurance from the City Council that there will not be more medians on Duff Avenue after the one in question is installed. In addition, Mr. Thompson believes that if a median is installed, the value of property will go down, and tenants will "run to another location." He asked about the number of accidents in front of WalMart in the past year. Mr. Thompson said that adding another light is not going to help traffic flow; the light will only back up traffic when Duff is busy. He is also concerned that his property (Bbops and Swift Stop) is going to be the turnaround for those motorists who miss the turn.

Ted Sage, LOF Express, 520 South Duff, stated that he is opposed to the project. He commented that the signal light does not bother him as much as the Iowa DOT requirement for the median when there is a signal light. Mr. Sage indicated that he is very opposed to the raised median. He believes that the signal light will only benefit the developer (Hunziker). According to Mr. Sage, all other businesses are against this project. Mr. Sage is puzzled why the City would put in a million dollars to benefit one developer and asked doesn't why the Hunziker group just doesn't pay for the signal light.

Jim Howe, Howe's Welding on South Duff, Ames, (home address of 912 Clark Avenue, Ames) stated that he is very concerned about semis going in and out of his business with the median. His property is the only one that won't have another access or egress. There is a retaining wall between his property and the property owned by Hunziker, and there is no way there can be any cross-access. Mr. Howe noted that he had been at the current location for over 30 years and he cannot to move now. He indicated that he is opposed to this project until the City can prove that semis and large vehicles can get in and out and that it won't adversely affect his business.

Mayor Campbell asked Mr. Pregitzer to comment on the Iowa DOT guidelines placed on this project. Mr. Pregitzer said the design encompasses all Iowa DOT requirements. He noted that the City is still working with Mr. Howe regarding the turning radius. When this item comes back to the City Council on December 13, they will have more information on that. Staff hopes to have answers to most of the concerns raised at that time.

Council Member Beatty-Hansen asked what impact the Grand Avenue Extension project will have on the traffic on Duff Avenue. Mr. Pregitzer cited the Traffic Impact Study that had been done, stating that he didn't have the numbers memorized, but it was somewhere around a 15% drop in traffic on Duff. The model shows a significant reduction in traffic upon first opening, but lesser impact throughout the next 25 years. The Benefitted Cost Analysis shows the forecasted volume.

Council Member Gartin pointed out that the Council had discussed this project formally during at least two workshops plus other meetings that had been held on this issue. To hear those opposed at this meeting state that this project has absolutely nothing to do with traffic, but is somehow some kind of "give-away" to some local developers, frustrates him. He said that he was frustrated beyond words that that speculation would be offered in a public forum like this. In light of the "attacks" that have been levied against the City, there is a need to review some of the fundamentals that the Council had spent hours on in the Council Chambers. Mr. Gartin asked Mr. Pregitzer to make a couple of basic points to make the case. In response, Mr. Pregitzer said that a Traffic Study done in 2015 revealed that there are 26,400 cars on South Duff per day, not including game days or moving-in days. Mr. Gartin then asked Mr. Pregitzer to comment on the assertion that this has proposal has nothing to do with traffic. Mr. Pregitzer highlighted the Traffic Study. He said he looked at adding a signal and timing the signals. They did find an operational benefit to adding the signal in breaking up the traffic, even it out across the South Duff Corridor, and allows for the turning movements. According to Mr. Pregitzer, a Traffic Safety Grant would not have been received from the Iowa DOT if there were not going to be a positive cost-benefit ratio from the project.

Mr. Pregitzer explained the Cost Benefit Analysis, which showed that, with the project, there would be a 39% reduction in crashes. He acknowledged that signals do increase rear-end crashes, but they help manage the more-serious angle accidents, so there will also be the operational benefit of traffic flow.

Moved by Orazem, seconded by Gartin, to accept the report of bids for the 2016/17 U. S. 69 Improvements Program (S. Duff Avenue Safety and Access Project) and delay award of the project until December 13, 2016.

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

EMERGENCY RESIDENCE PROJECT (ERP) FY 2015/16 DRAW-DOWN REQUEST AND DEFINITION OF “AMES RESIDENT:” Assistant City Manager Brian Phillips stated that in July, the Council authorized staff to carry forward the \$28,272.42 that remained unpaid under the Emergency Residence Project’s FY 2015/16 Contract for shelter services. That was done to allow City staff more time to reconcile billings where clients were submitted to both the City and the County for draw-down in the same period. Since then, City staff met with ERP staff on several occasions and has reviewed client records from ERP to more accurately judge which client stays should be paid by which funder. City staff reviewed each client stay during fiscal years 2013/14, 2014/15, and 2015/16 and used the available information to determine whether the client should be considered a City, County, or out-of-County client.

According to Mr. Phillips, City staff was unable to verify the client entry and exit dates using an independent source besides the billings, so staff chose to separate clients into groups based on the residence recorded. After sorting clients by funder type, staff found that in both FY 2013/14 and FY 2014/15, ERP provided more nights of shelter to City-eligible clients than the number of contracted units; therefore, it was appropriate for ERP to draw down its full City contract amount in those years. In FY 2015/16, the City contract called for ERP to provide 2,919 nights of shelter to City clients in exchange for \$68,500. The review indicated that ERP provided a total of 2,824 City client-nights of shelter. Another 16 client-nights are likely to be City clients in City staff’s opinion based on the context of the entry in ERP’s records; however, complete information was not available. Mr. Phillips noted that an additional point of information mentioned in previous discussions with the City Council regarding ERP is that the Ames Police Department (APD) is a source of referrals for the Shelter. According to the data provided by ERP, 192 client-nights of shelter were provided to individuals referred by the APD who were considered non-Ames clients. A case could be made that those client-nights of service should be considered for City funding since they were referred by ERP by City staff.

Mr. Phillips reviewed the draw-down options available to the City Council, as follows:

1. Allow ERP to draw down the 2,824 nights of shelter provided in FY 2015/16 to clients who were definitively from Ames.
2. Allow ERP to draw down the 2,824 nights of shelter to Ames residents plus the 16 additional nights of shelter provided to those who were likely Ames clients.
3. Allow ERP to draw down the 2,824 definitively Ames units of service, plus the 16 units of service likely from Ames, plus the 192 Ames Police Department referrals.

It was noted that once the City’s allocation has been fully drawn down, clients who would have otherwise been eligible for City funding are provided shelter using ERP’s donor funds.

Kerri Dunlow, Director of ERP, noted some of the changes that had taken place since she became the Director, including the intake procedures to be more thorough to collect the demographic information. They are also tracking how many people have to be turned away from the Shelter because it is full.

Residency Options. Assistant City Manager Phillips advised that City staff had communicated to ERP that it would only accept clients for City funding whose last mailing address was Ames. He specified options, as follows:

1. Continue allowing ERP to claim as City clients those whose last mailing address was Ames.

2. Allow ERP to claim as City clients those who stayed in Ames for some period prior to entering the Shelter.
3. Allow ERP to claim as City clients those who are clients at a local social services agency, but who do not have any documentation identifying them as a resident of another community.
4. Allow ERP to claim as City clients those who are registered to vote or have a driver's license or other identification listing an Ames address.

Council Member Gartin noted that if ERP had to ask for a mailing address, the clients might not have the documentation that would then indicate a specific place. He also pointed out that social services agencies might not be available to verify whether a person is a client.

Ms. Dunlow said she preferred that the definition would be that a person spent at least one night in Ames before they came to the Shelter, they would be considered an Ames resident. She advised that they do not turn away anyone if they have room at the Shelter.

Council Member Gartin recommended that Ms. Dunlow interface with her peers who are affiliated with other shelters to see how this is handled in those communities. He commented that the definition of residency might change in the future.

Council Member Orazem said he would like the cause of the homelessness to be asked. Ms. Dunlow said that that information is being asked and they do look for any correlation as to what led the person to the Shelter.

Moved by Gartin, seconded by Corrieri, to allow ERP to draw down the 2,824 definitively Ames units of service, plus the 16 units of service likely from Ames, plus the 192 Ames Police Department referrals. Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Nelson, seconded by Beatty-Hansen, to indicate that it is the expectation that Ames Police Department referrals will be paid by the City as "City clients" in the future. Vote on Motion: 6-0. Motion declared carried unanimously.

Regarding residency, Council Member Orazem offered that asking the last mailing address would be less useful.

Moved by Beatty-Hansen, seconded by Betcher, directing the use of Options 1 through 4, adding that under No. 2, the period of time would be one night in Ames prior to entering the Shelter. Specifically, 1 through 4, are:

1. Continue allowing ERP to claim as City clients those whose last mailing address was Ames.
2. Allow ERP to claim as City clients those who stayed in Ames for one night prior to entering the Shelter.
3. Allow ERP to claim as City clients those who are clients at a local social services agency, but who do not have any documentation identifying them as a resident of another community.
4. Allow ERP to claim as City clients those who are registered to vote or have a driver's license or other identification listing an Ames address.

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

CLEAR IMPACT SCORECARD (HUMAN SERVICES OUTCOMES): Jean Kresse, President and CEO of United Way of Story County (UWSC), advised that this year UWSC began implementing an outcomes measurement system called the Clear Impact Scorecard. She said the Scorecard was an internet-based tool for establishing measurements, recording progress, and retrieving data. United Way has indicated to the agencies that it funds that they will need to work towards using the Scorecard to track their measurements; that will become a requirement of UWSC's agency agreements beginning in July 2017. The Scorecard assists with identifying outcomes.

Ms. Kresse introduced Shannon Bardole, Community Impact Director. Ms. Bardole provided definitions to help facilitate understanding of the Scorecard concept. She reviewed the Scorecard in detail.

According to Ms. Kresse, the cost is currently \$285/Scorecard license/agency/year; that is a 50% discount. She noted that United Way hopes to form partnerships to share the cost of the Scorecards and that the Clear Impact Score Card could be incorporated into the ASSET progress. There are currently 32 agencies in the ASSET process.

At the inquiry of Council Member Gartin, Ms. Kresse noted the categories that United Way will be charting. She also stated that the data will be available to the public some time in the future.

Council Member Orazem noted that the City of Ames had been desiring of a standard practice of measuring outcomes. He suggested that the each agency add it to its application for funding.

SUPERVISED TRANSITION LIVING HOMES: City Planner Karen Marren reminded the Council that, in April 2016, it had received a request to consider initiating a Zoning Text Amendment to create a transitional housing use option for residential zoning districts. The interested parties' desires were to allow for a broader range of choices for meeting transitional living needs within existing single-family dwellings. They wanted to acquire facilities for youth or adults needing transitional housing with live-in support. Through conversations with service providers, staff anticipates that such facilities would exceed the maximum occupancies of household living category with a family as defined by the Zoning Ordinance and would be group living, which is only allowed within a limited number of zoning districts and areas.

Council Member Gartin asked if staff had gotten any feedback from requesting parties as to what staff is recommending. Director Diekmann answered that there had been no more discussion with the requesting parties.

Moved by Orazem, seconded by Beatty-Hansen, to direct staff to prepare an ordinance and public notice for a public hearing to amend the Zoning Ordinance to create Supervised Transitional Homes as a new group living use with special standards for approval in Article 13 of Chapter 29 of the *Ames Municipal Code* with the additional directive that, at the time of the next Code update of Chapter 8 (Fire Code), the requirements for inspections of Transitional Group Homes be required.

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

AMES URBAN FRINGE PLAN AMENDMENTS: Director Diekmann stated that, at its September 13, 2016, meeting, the City Council initiated an amendment to the Ames Urban Fringe Land Use Framework Map as required by Trinitas Ventures. The area for the proposed change is on the south side of Lincoln Way adjacent to and immediately west of the Ames corporate limits and extending to the Boone County line of 500th Avenue. The letter from Mr. Vencel of Trinitas had asked the Council to

authorize applying for an amendment to the AUF Land Use Framework Map Plan that would change the land use designation from Highway Oriented Commercial to Urban Residential for approximately 11 acres owned by Mr. Belitsos and Mr. Wolfe for the north portion of property that is already Urban Service Area for the south half of the property. As part of the proposed amendment, staff has also included an abutting developed commercial property (Campus Fortress) on the south side of Lincoln Way with the amendment request. Story County and the City of Gilbert had agreed to initiate the amendment process on October 4, 2016, and October 3, 2016, respectively.

According to Mr. Diekmann, staff proposes a slightly different amendment to the Fringe Plan than originally envisioned by the applicant. Staff believes that the Urban Services Area designation should be changed as was requested. However, rather than change the area designated as Highway Oriented Commercial to Urban Residential to allow for annexation, a text amendment that allows for annexation of commercial area would be appropriate for this site and for broader application in the future. The applicant's goal of annexation can be met with either staff's approach or their original request. It was also noted by Mr. Diekmann that the 28E Agreement among the cities requires that, before any land may be annexed into a city, the Land Use Class Map for a property must have an Urban Service Area designation.

The Council was told by Mr. Diekmann that the subject area is Highway Oriented Commercial and Rural Urban Transitional. For it to be annexed, it must be changed from Rural Urban Transitional to Urban Service Area as a Land Use Class. However, City staff believes that there is a disconnect in the Fringe Plan policies about the Land Use Framework and annexation requirements because they prohibit the annexation of Highway Oriented Commercial lands even when the policies for the Convenience Commercial Node that overlap the Highway Oriented Commercial (HOC) designation support annexation for new development. To address the apparent conflicting policies for this area, staff proposed retaining the Land Use Framework Map designation of Highway-Oriented Commercial to reflect the general use of the area and intent of the nearby Convenience Commercial Node and to adopt a text amendment for annexation. The text amendment would also create a new Policy 10 that specifies HOC land can pursue annexation if it is within the Urban Service Area designation.

According to Director Diekmann, the proposed text amendment would at this time only apply to the same three properties that are part of the proposed Urban Service Area designation amendment. The remaining HOC properties in the Urban Fringe would not be able to seek annexation without a separate Fringe Plan Amendment for an Urban Service Area designation.

Mr. Diekmann stated that the 23 acres described for the Land Use Class designation of Urban Services is consistent with the City's Land Use Policy Plan that includes this area within the Southwest Allowable Growth Area. Decisions on use and density and infrastructure capacity would be addressed in subsequent steps of annexation and rezoning.

Council Member Gartin asked if the owners of properties around the subject property had been given notice and if staff had received any feedback. Director Diekmann advised that they were noticed prior to the Planning and Zoning Commission meeting, and staff had not heard from anyone regarding this item.

Moved by Nelson, seconded by Betcher, to adopt RESOLUTION NO. 16-687 approving an amendment to the Ames Urban Fringe Plan to change the Land Use Map of Ames Urban Fringe Plan on the south side of Lincoln Way adjacent to and immediately west of the Ames corporate limits west to the Boone County line of 500th Avenue from Rural Urban Transition Areas to Urban Service Area (5508 Lincoln Highway and 5820 Lincoln Highway).

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

Moved by Orazem, seconded by Corrieri, to adopt RESOLUTION NO. 16-688 to include a new policy for lands designated as Highway-Oriented Commercial.

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

The meeting recessed at 8:02 p.m. and reconvened at 8:08 p.m.

PROPOSED STORY COUNTY TEXT AMENDMENT FOR SOCIAL SERVICE PROVIDERS WITHIN AGRICULTURAL ZONING DISTRICTS: Director Diekmann explained that Story County had notified the City’s Planning staff that it will soon be considering a text amendment to allow Social Service Providers in the A-1 Zoning District, subject to the approval of a Conditional Use Permit issued by the Story County Board of Adjustment. The request for a text amendment was made after an agency expressed interest in a number of properties near Ames; specifically, one of the McCay properties located at 5500-240th Street in the Southwest Growth Area. It was noted that much of the Southwest Growth Area is zoned A-1, but is designated in the Ames Urban Fringe Plan as an Urban Service Area for future annexation and development within the City.

Jerry Moore, Story County Planning and Development, advised that the application was submitted by Youth and Shelter Services (YSS) several weeks ago. He said that when Story County reviewed the application, staff believed the project to be very narrow in scope. Mr. Moore said that County A-1 zoning currently allows for agriculture uses, single-family dwellings, cemeteries, stables and riding academies, and parks. It also includes a very broad list of conditional uses, but does not specifically include social service providers. The proposed amendment would add social service providers to the list of uses allowed by Conditional Use Permits. The proposed amendment would apply throughout the County, not just to areas within the Ames Urban Fringe Plan.

Mr. Diekmann told the Council that no specific action was required by the City Council for Story County to proceed with consideration of the proposed text amendment. He noted, however, that the Urban Service Areas should be protected from any form of development that would constrain the efficient growth of the communities. According to Director Diekmann, if the Council so desired, it could choose to direct staff to prepare a formal response on the proposed amendment. He wanted the City Council to understand that the implication of the amendment is that individual sites could be approved with a Conditional use Permit in the Fringe Area that are not likely to be urban scale developments. That may or may not impede future annexation and urbanization. Mr. Diekmann noted that the McCay property is situated in the area that the Council had directed staff to develop a Master Plan to support future development in the City of Ames. Whatever is built in this area in the immediate future could impact the City’s future plan for development in the Southwest Growth Area. While the City would hold no formal role in the review of a County Conditional Use Permit, City staff could provide comments about any concerns for a specific site and its consistency with the Fringe Plan. The City would only have direct authority over a proposal if subdivision was requested as part of a project.

Council Member Gartin expressed his concerns over the size of the proposed YSS project, which would encompass 74 acres. He noted that the project would be located in the Ames School District. Council Member Betcher noted that the subject property is located in Ames Southwest Growth Area. She noted that there are other locations available. Council Member Orazem disagreed, stating that the location in question is as good as any for a treatment facility. He felt that YSS would want it to be in proximity to the City. Council Member Gartin said he was struggling because of the size of the proposed project.

Moved by Nelson, seconded by Gartin, to direct staff to prepare a recommended list of conditions to be presented to the Story County Board of Supervisors to be incorporated into the County's Conditional use standards or be presented to the County Zoning Board of Adjustment as conditions of approval or a Conditional Use Permit if the project moves forward.

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

UPDATE ON LINCOLN WAY CORRIDOR PLAN FOCUS AREA WORKSHOP: Director Diekmann and Planner Karen Marren provided a chronological review of the community outreach and Corridor-wide outreach efforts to the five Focus Areas, as identified by the City Council during its April review of the consultant's initial findings. The Focus Areas were named as:

1. Westside Mixed Use (West Hy-Vee Area/Beedle Drive to Colorado Avenue)
2. Campustown Transition (Sheldon Avenue to Campus Drive)
3. Oak to Riverside Neighborhood
4. Lincoln Way and Grand Avenue (Oak Avenue to Grand Avenue)
5. Downtown Gateway (Clark Avenue to Duff Avenue)

The objectives derived from the public input by the consultants were presented as was the conceptual development modeling for each area.

The Council was told that the Workshops averaged between ten and 15 people for each of the three sessions. Staff believes that some clear priorities and options emerged during the process: The greatest priority for identifying a vision and expected redevelopment is the Downtown Gateway area centered upon Kellogg due to development and community interest.

Council Member Betcher said she was concerned about the large amount of surface parking and was hoping for more public green space. She was also envisioning taller buildings.

Council Member Nelson asked if it would be possible to delineate on the graphics the new versus existing buildings. Mr. Diekmann stated that he could do that.

According to Mr. Diekmann, the next step for the consultant is to prepare a complete draft plan that addresses the whole Corridor with continued refinements to the Focus Areas. It is believed that the first draft of the plan will be available for staff before the end of the year.

PLANNING DIVISION WORK PLAN: Director Diekmann provided an updated status of projects within its Work Plan and is now requesting direction on the Council's next set of priorities. He reviewed Committed Projects and Status; Previously Committed, but not Yet Started; Additional Projects; and Pending Referral Requests. Staff is asking to know what Council's priorities are for the next six months and what its expectations are for 2017. Future steps on existing priorities have not been factored into the Plan.

Council Member Betcher asked to look at the "Recommended to Delete" table. She was under the impression that the item on Page 5: "Rental concentration standard in low-density residential zones" would be returning to Council for discussion. Ms. Betcher said she recollected that the item was tabled because of reservations expressed by the City Attorney over what the outcomes of some legal issues would be; however, Ms. Betcher did not want that item to go away.

Ms. Betcher also suggested that the item: "Reevaluate building and zoning codes to determine if changes should be made to improve the existing housing stock at a lower cost," did not have to be handled by the Planning staff. She said that perhaps it didn't have to be Planning staff gathering data from

developers and others as far as what are the impediments. Mr. Diekmann said he needed more direction on where this item fits in. Ms. Betcher said she did not see this as a process-oriented issue; the Council just isn't getting the information as to what are the impediments. She would like it removed from the Planning Work Plan and have the information gathered by a third-party. Director Diekmann said this is one of the items that staff really didn't know what the Council's expectation was.

Moved by Betcher, seconded by Beatty-Hansen, to ask the City's partners in the Chamber office to do some surveying for the City on the "Building and Zoning Codes that might be causing impediments to improving the existing housing stock at a lower cost."

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

Council Member Nelson noted that "housing stock" doesn't necessarily describe what the Council is trying to accomplish. It doesn't capture Council's intent.

Moved by Betcher, seconded by Beatty-Hansen, to take the "rental concentration standard in low-density residential zones" off the table and get a report from Legal.

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

Moved by Gartin, seconded by Corrieri, to delete the "Hotel Floor Area Ratio (FAR) Text Amendment to increase Allowance."

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

Moved by Orazem, seconded by Corrieri, to delete "Expand airport protection area for land uses outside of the City."

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

Director Diekmann reviewed the projects that had been identified to be most likely worked on for the next six months (Table 2: January Through June 2017). An update on the redevelopment of 321 State was given.

Discussion ensued on the best way to analyze current planning and Building Code approval processes. It was suggested that each process would be reviewed. Council Member Nelson thought this could be started later, perhaps in June. Director Diekmann noted that staff would need to explain the notice requirements, criteria for approval, and time commitment for each so that the Council could get a better understanding of each process. He suggested that the elements would be grouped and put on three or more Council Agendas. Mr. Nelson said he thought that the Chamber could gather the data in three or four months.

Another one that staff needed direction on, according to Director Diekmann, was partnering with Campustown and Downtown on priorities and review of standards. Council may want to wait on this until it has a better idea of what its priorities are and what the vision is for redevelopment.

Pertaining to the project to work on the Southwest Growth Master Plan, Mr. Diekmann said staff assumed the Council still wanted to do that. There are a couple of ways to address this; staff is leaning toward hiring a consultant to lead the initiative. Council had indicated that it wanted to move on to this one next.

An explanation of what needs to be done to get the RFP together for the review of the Land Use Policy Plan (LUPP) was given by Director Diekmann. The best case scenario would be to hold a workshop with the Council in late spring or early summer to set its expectations and goals for the update. The

expectation would be to hire a consultant in the fall. Council Member Gartin noted how important the LUPP review was to many other processes. Mr. Diekmann indicated that the LUPP review would take at least two years.

Director Diekmann reviewed projects that had been placed on Table 3: July through December 2017.

Moved by Nelson, seconded by Beatty-Hansen, to move Table 2, but cut the hours down from 80 to 40 for “Analyze current planning and Building Code approval processes to help decision-making be more predictable, more strategic, and more timely.”

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

Regarding Table 3: July through December 2017, Director Diekmann stated that most of those projects are big items. City Manager Schainker noted that a lot could change by then and perhaps Council should not take any action.

Regarding Table 4: Remaining Items, Council Member Betcher asked about the “LUPP Policy for RH Land Use.” Director Diekmann said he added in that the Council might want to review the effectiveness of the RH Checklist.

ORDINANCE ESTABLISHING PARKING REGULATIONS ON HYDE AVENUE: Moved by Gartin, seconded by Corrieri, to pass on second reading an ordinance establishing parking regulations on Hyde Avenue.

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

ORDINANCE ESTABLISHING SPEED LIMIT ON HYDE AVENUE: Moved by Gartin, seconded by Corrieri, to pass on second reading an ordinance establishing the speed limit on Hyde Avenue.

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

ORDINANCE ESTABLISHING 2700, 2702, 2718, AND 2728 LINCOLN WAY; 112 AND 114 SOUTH HYLAND AVENUE; AND 115 SOUTH SHELDON AVENUE URBAN REVITALIZATION AREA: Moved by Gartin, seconded by Corrieri, to pass on second reading an ordinance establishing 2700, 2702, 2718, and 2728 Lincoln Way; 112 and 114 South Hyland Avenue; and 115 South Sheldon Avenue Urban Revitalization Area.

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

ORDINANCE CHANGING BOUNDARIES OF THE CAMPUSTOWN URBAN REVITALIZATION AREA BY REMOVING PROPERTIES ADDRESSED AS 2700, 2702, AND 2718 LINCOLN WAY: Moved by Beatty-Hansen, seconded by Corrieri, to pass on second reading an ordinance changing boundaries by removing properties addressed as 2700, 2702, and 2718 Lincoln Way

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

COUNCIL COMMENTS: Moved by Nelson, seconded by Betcher, to request a listing of the backlogged projects from Legal.

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

CLOSED SESSION: Council Member Gartin asked City Attorney Judy Parks if there was a legal reason to go into Closed Session. Ms. Parks replied in the affirmative.

Moved by Gartin, seconded by Corrieri, to hold a Closed Session, as provided by Section 21.5(1)c, *Code of Iowa*, to discuss matters presently in or threatened to be in litigation.

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

The Council returned to Open Session at 10:46 p.m.

ADJOURNMENT: Moved by Gartin, to adjourn the meeting at 10:47 p.m.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

MINUTES OF THE SPECIAL MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

NOVEMBER 29, 2016

The Ames City Council met in Special Session at 6:00 p.m. on the 29th day of November, 2016, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law with Mayor Ann Campbell presiding and the following Council members present: Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Chris Nelson, and Peter Orazem. *Ex officio* Member Sam Schulte was absent.

Mayor Campbell announced that the Council would be working off an Amended Agenda. Added were a Change Order for Power Plant Unit #8 Feedwater Pump Inspection and Repair and a Major Final Plat for Ringgenberg Subdivision, 5th Addition.

LOCALIZED FLOODING ON SEPTEMBER 22, 2016: Municipal Engineer Tracy Warner addressed the localized flooding event that had occurred on September 22, 2016, when areas of Ames received over five inches of rain in about two hours. The storm sewers are not designed for that type of capacity. Ms. Warner stated that since that event, City staff has been involved in significant data collection. On October 3, staff, Story County Emergency Management, Federal Emergency Management Agency, and Iowa Homeland Security and Emergency Management staff toured the Ames areas. In addition, staff has met with several residents to learn what happened in each home and in each area, i.e., sump pump versus surface water through windows/doors. Staff also televised several sewer locations; no blockages were found. The affected areas were mapped through the Geographic Information System.

Pertaining to flooding in Ames, Ms. Warner stated that intense rainfall events resulting in localized and/or river flooding are becoming more common and more complex. She said that the City strives to minimize flooding through the Storm Water Management Ordinance (enacted in 2014), the Floodplain Ordinance, improvements to the sanitary sewer system, subdivision design, and Building Code requirements. According to Ms. Warner, \$25 million has been spent on improvements over ten years to sanitary sewer system to remove inflow/infiltration (clean water out of the sanitary sewer system). In addition to the Post-Construction Storm Water Management Ordinance requirements, \$6.1 million will be invested over five years in Storm Water System Improvements. Low-Point Drainage Improvements projects have been included in the CIP since 1994. In drafting the 2017-22 Capital Improvements Plan (CIP), staff considered some identified areas for low-point drainage improvements. Included in that CIP will be the Storm Water System Analysis starting in 2017/18 (\$180,000/year). In addition, Public Works hopes to identify available project savings that will allow for drainage analysis to begin on some isolated areas in the current fiscal year (2016/17).

Ms. Warner explained what individuals can do when localized flooding events occur. She noted that reducing the impacts of heavy rainfall events and flooding is a shared responsibility. The City is making major investments to address flooding. Ms. Warner said that each property has unique attributes, and property owners should consider investments to address their own unique challenges.

At the inquiry of Mayor Campbell, Ms. Warner stated that the City no longer has a Footing Drain Grant Program.

FLOOD MITIGATION - RIVER FLOODING: Municipal Engineer Warner provided a summary of what actions had been taken by the City since the 2010 river flooding event.

Flood Mitigation Study. The recommendations made after the Flood Mitigation Study done in 2014 were reviewed. Ms. Warner explained what occurs during stream restoration and channel modifications. She pointed out that everything that is done during channel modifications affects flows. Ms. Warner stated that the Study identified problematic issues with the existing one-dimensional flood model. A Two-Dimensional Hydraulic Model was developed that reshaped staff's understanding of the project. According to Ms. Warner, public outreach/input meetings have not yet been held; this meeting is the first time that this information has been presented.

Ms. Warner explained various alternatives, as follows:

1. Stream Restoration. Purely stream restoration primarily addresses erosion and sedimentation. There would be minimal flood reduction. There would be no impacts to buildings.
2. Limited Channel Excavation. There would be some impacts to adjacent properties. It would provide minor flood benefits with a reduction of 0.1 - 0.8 feet. The cost would be \$1.1 - \$1.5 million.
3. Expanded Channel Excavation. This option would have moderate impacts to adjacent properties. There would be impacts to existing buildings/lots. The flood reduction would be 0.3 - 1.0 feet. The cost would be \$1.3 - \$1.8 million. The vacant structure at the northeast corner of the bridge would have to be removed. Retaining walls would have to be constructed at all four corners. This option is comparable to what was included in the 2015/16 CIP.
4. Full Build (Channel Shaping). This would mean channel shaping with a reconnection to the floodplain. There would be major impacts to adjacent properties. It represents the limit of what can be done with channel improvements along. It would mean a flood reduction of 0.5 - 2.0 feet. The cost would be \$3 million - \$4 million.
5. New Bridge. This option was developed as a comparison only. There would be major impacts to adjacent properties, specifically buy-outs. The cost would be \$12 million.

According to Ms. Warner, the analysis looked at numerous alternatives. The Squaw Creek channel clearing could mean the purchase of properties and significant channel excavation. Ms. Warner said that the staff looked briefly at flood mitigation alternatives in the watershed.

WATERSHED OPPORTUNITIES: Ms. Warner stated that Ames is part of the Squaw Creek Watershed Management Authority. She explained that the Watershed Management Plan was

completed by the Squaw Creek Watershed Management Authority in 2014. It identified hundreds of potential sites for various practices. Several Watershed Approach benefits were listed by Ms. Warner. She also identified many of the challenges.

NUTRIENT REDUCTION: Water and Pollution Control Director John Dunn explained how staff had worked with the Department of Natural Resources on the requirements of the NPDES Permit pertaining to the Iowa Nutrient Reduction Strategy. Initially, the requirements would have meant a \$36 million investment; however, staff wanted the ability to pursue less-costly mechanisms that would provide the same results. The DNR had been receptive to staff's alternatives. The City has not yet received the Permit; however, as the DNR is still working on the wet-weather issues.

At the inquiry of Council Member Gartin, the total amount of nitrogen leaving the state via rivers is 8% from municipalities and 92% coming from non-point sources. The goal is to reduce the total nutrient loading leaving the state by 50%. Based on a cost benefit analysis, the cost of installing treatment systems at wastewater plants would be billions, but the reduction would be negligible. According to Director Dunn, the DNR's requirements are costly, but the EPA's could be even more onerous.

GRAND AVENUE EXTENSION: Rudy Koester, Civil Engineer, provided a brief history of the Grand Avenue Extension project. Two phases of the project have been completed: Phase 1: Lincoln Way to Squaw Creek Drive, and Phase 2: S. 16th Street north 400 feet. Phase 1 was completed in 2008, and Phase 2 was completed in 2010. Phase 3 will extend Grand Avenue to South 16th Street.

Mr. Koester advised that an Environment Location Study of the area has been concluded. The Study area was South 4th Street to South 16th Street and South Duff Avenue to northwest of South 4th Street along Squaw Creek. Four alternative horizontal alignments were identified through that process. A public information meeting was held in March 2015. In addition to the four horizontal alignments, staff wanted to determine the best vertical alignment. Hydraulic alternatives were explored based on a 100-year flood event. Mr. Koester emphasized that surface water elevations will be refined during design to achieve no-rise conditions. The six vertical alignment alternatives were explained by Mr. Koester. A cost summary of the six hydraulic alternatives was given. Mr. Koester explained what was being recommended in the CIP.

The next steps were identified by Mr. Koester:

1. Select hydraulic alternative for design of South Grand Avenue roadway and structures
2. Grant applications will be submitted to TSIP, ICAAP, and U-Step
3. Selection of Design Services (December 2016)
4. Signed Environmental Assessment (December 2016)
5. Signed Finding of No Significant Impact (February 2017)

Council Member Gartin asked if it would be advantageous to seek additional public input on the South Duff Channel improvement alternatives. Ms. Warner stated that if the Council approves an

alternative tonight, staff would start identifying impacts and having property owner discussions. She also stated that if the Council desires to have Watershed Improvements included in the CIP, it would have to indicate that. Discussion ensued on the comparisons of Alternative 5 and 6, specifically pertaining to the South Duff Avenue Channel.

Council Member Betcher expressed her preference to invest more money in the Watershed rather than channel improvements. She believes that the channel will eventually revert back to the way it was.

Moved by Gartin, seconded by Orazem, to approve Hydraulic Alternative No. 6 (2010 Event), with additional instruction to staff to reach out to affected property owners to receive input.

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

SKUNK RIVER TRAIL: Mr. Koester stated that the existing pedestrian bridge will be removed as part of the Grand Avenue Extension project. It could potentially be reused at the Skunk River Trail crossing of Squaw Creek between Southeast 16th Street and East Lincoln Way. Trail paving is slated to occur in 2019/20.

VET MED TRAIL: According to Mr. Koester, data collection of existing trail users is underway. There will be public input meetings held during Winter 2016 and Spring 2017. The existing pedestrian bridge will be removed with the Grand Avenue Extension project. The Grand Avenue Extension bridge will be constructed with multi-use facilities in 2018/19; construction of the bridge is expected to take approximately ten months. Trail paving is planned to occur in 2020/21.

City Manager Schainker noted that additional discussion on the projects being proposed in the CIP will be held in January.

The meeting recessed at 8:27 p.m. and reconvened at 8:35 p.m.

CHANGE ORDER NO. 1 FOR POWER PLANT UNIT #8 FEEDWATER PUMP INSPECTION AND REPAIR: Moved by Gartin, seconded by Corrieri, to adopt RESOLUTION NO. 16-689 approving Change Order No. 1 with Superior Industrial Equipment for Power Plant Unit #8 Feedwater Pump Inspection and Repair.

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

RINGGENBERG PARK SUBDIVISION, 5TH ADDITION: Planning and Housing Director Kelly Diekmann explained that Friedrich Land Development Company, the owner of 2617 Bobcat Drive, is requesting approval of a Final Plat to subdivide a 1-45-acre site that is currently Outlot A from the Ringgenberg Park 4th Addition Subdivision. The proposed Final Plat is a layout of 13 single-family attached home lots and two outlots. The Preliminary Plat, as approved by the City Council in October, included a waiver to lot, block, and street improvement requirements for a local residential street to allow for Bobcat Drive to be recognized as a private

street. That needed to be done to comply with street frontage requirements of the FS-RM zoning district.

Director Diekmann pointed out that the City Council had approved the Preliminary Plat with three conditions that were to be completed prior to Final Plat approval:

1. Provide evidence that all of the properties of Ringgenberg 4th and 5th Additions have a legal right to use and enjoy the common spaces located within the Ringgenberg PRD and have an obligation to participate in its maintenance and upkeep.

The developer has not yet provided the signed agreements, but believes that, based on an email from the Village Co-Op Board President, that it will agree to the requirements of the covenants to satisfy this condition. The Board, however, will not vote on the covenants until its next meeting in December. The developer is requesting that the City Council approval the Final Plat and allow it to be recorded based on the email correspondence from the Village Co-Op President. If that is done, the developer would be able to get a Building Permit as soon as December 1. It could take one to two weeks longer if they had to wait for the final signed Agreement.

2. Complete a private sidewalk connection to Cedar Lane to the east and connect with the Village Co-Op sidewalk or provide written acknowledgment and financial security for completing the sidewalk.

Security has been received by the City.

3. Provide a Common Maintenance Agreement among all the beneficiaries of the Cross-Access Easement area of Bobcat Drive within the Ringgenberg 4th and 5th Additions.

That has been done.

Mr. Diekmann stated that one of the property owners, the Village Co-Op, has not signed the Greenspace Use Agreement.

Director Diekmann explained the alternatives:

1. The City Council can grant conditional approval of the Final Plat. This would allow for the recording of the Plat only after the City has received a properly signed Greenspace Use Agreement from the Village Co-Op.
2. The City Council can approve the Final Plat, stating that the applicant has provided evidence to satisfy the conditions of approval and allow for the recording of the Final Plat immediately on November 30.
3. The City Council can postpone approval of the Final Plat until December 13, 2016, to ensure that signed agreements for the Greenspace Use are provided to the City.

4. The City Council can defer action and refer it back to City staff and/or the applicant for additional information or establish a time for a special meeting to approve the Final Plat at a later date.

After being questioned about whether the City has ever accepted an email as a commitment, Ms. Parks replied that she could not remember a time when the City has ever relied solely on an email serving as a commitment. She said that she is more concerned about what implications that would have on future applications.

Representing the developer, Kurt Friedrich, 100 Sixth Street, Ames, stated that the President of the Village Co-Op Board would be the one who signs the Greenspace Use Agreement. He is also the one who authored the email stating that it would be signed; however, the Board would not be meeting until December 8.

Mr. Friedrich wanted it known that he had submitted the Greenspace Use Agreement to the Legal Department on October 19, 2016, for approval. However, he never got a response until late last week. He has been trying to get signatures on an agreement that they did not know if the City would even approve. According to Mr. Friedrich, with the Thanksgiving holiday, some of the signers of the Agreement were traveling, and different boards have had to review the document and sign it. All signatures have been received except for one: the Village Co-Op. Again, Mr. Friedrich noted that the Board President had sent an email indicating their commitment to signing the document. He again stated that the meeting of the Village Co-Op will occur on December 8, 2016. According to Mr. Friedrich, the "practical solution should prevail over protocol." He noted that the developer wants to break ground before the weather does not allow it, and next week, it is supposed to be 15 degrees colder than this week.

Council Member Gartin asked City Attorney Parks to comment on what might be the legal downsides, besides the question of precedent. Ms. Parks stated that the problem would arise if the President believes the Board will approve the document, but when it is before the body, the Board decides not to approve it. Ms. Parks said that she would have to determine what actions would then have to be taken by the City. Council Member Gartin commented that he believes that the developer is bearing all the risk.

Council Member Beatty-Hansen offered her opinion that the City circumventing its process is much more severe than the Village Co-Op circumventing its process.

Mayor Campbell felt that perhaps the Village Co-Op could pull together a meeting in short order.

Addressing the statement made by Mr. Friedrich that Legal had received the Greenspace Agreement on October 19, City Attorney Parks advised that the Legal Department did not get all of the significant documents until November 18. They do not approve one document at a time for Subdivision Plats.

Council Member Orazem pointed out that the Village Co-Op Board President had stated in his email that he was not willing to sign the document at this time; that invalidates the email in his opinion.

Moved by Betcher, seconded by Beatty-Hansen, to approve Alternative No. 1: Approve the Final Plat based on findings that it conforms to relevant and applicable design standards, ordinances, policies, and plans, and that the applicant will have provided evidence to satisfy the conditions of approval after the Village Co-Op Agreement is received.

Council Member Gartin noted that the issue is that the developer cannot get Building Permits until the Final Plat is approved. Mr. Friedrich advised that they have not gotten a clear indication from the Building Official as to whether their plans will be approved.

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

Moved by Gartin, seconded by Corrieri, to approve Alternative No. 2: Approve the Final Plat based on findings that the Final Plat conforms to relevant and applicable design standards, ordinances, policies, and plans, and that the applicant has provided evidence to satisfy the conditions of approval and allow for the recording of the Final Plat immediately on November 30th.

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

CITY COUNCIL COMMENTS: Moved by Gartin, seconded by Beatty-Hansen, to place the National League of Cities proposed Resolution reaffirming the City's commitment to equity, fairness, inclusion, and justice on a future agenda.

Council Member Betcher asked how the Resolution differed from what the Human Relations Commission (HRC) had already done. Mr. Gartin noted that he appreciates the work of the HRC, but believes that the City Council needs to go on record as reaffirming the City's commitment.

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

Moved by Orazem, seconded by Gartin, to refer to staff the letter from Neil Harl dated November 18, 2016, for a brief report.

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

Moved by Gartin, seconded by Nelson, to refer to staff the letter from William Underwood dated November 1, 2016, for a memo.

Council Member Betcher said that she did not feel she understood the request of Mr. Underwood well enough to take up staff's time at this point.

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

ADJOURNMENT: Moved by Beatty-Hansen to adjourn at 9:10 p.m.

Ann H. Campbell, Mayor

Diane R. Voss, City Clerk



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 st – 15 th
	<input checked="" type="checkbox"/>	16 th – End of Month
Month & Year:	November 2016	
For City Council Date:	December 13, 2016	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Water & Pollution Control	Water Pollution Control Sludge Pumping Building Heat Recovery Unit Replacement	1	\$99,100.00	Mechanical Comfort, Inc.	\$0.00	\$-(1,400.00)	J. Dunn	MA
Water & Pollution Control	Water Pollution Control Facility Clarifier Drive Replacement Project	1	\$197,300.00	Woodruff Construction LLC	\$0.00	\$6,538.00	J. Dunn	MA
Water & Pollution Control	Special Inspections - New Water Treatment Plant - Contract 2	2	\$199,792.00	Terracon Consultants Inc.	\$14,841.00	\$25,000.00	B. Kindred	MA
Public Works	2015/16 Traffic Signal Program (University & Hwy 30)	1	\$184,070.66	Iowa Signal Inc.	\$0.00	\$1,637.80	D. Pregitzer	MA
Finance	Phone System Upgrade	3	\$417,407.67	Black Box Network Services	\$18,525.63	\$2,000.00	S. Davis	MA
Water & Pollution Control	Ames Water Treatment Plant - Contract 2	12	\$52,497,000.00	Knutson Construction	\$274,372.00	\$5,211.00	J. Dunn	MA

Ames Public Arts Commission

Request for Accession

Item Identification Numbers:



Name: Timeswept

Artist: Tim Jorgensen, Cedar Falls, IA

Year acquired: 2016

Material: stainless steel

Justification: The City Council requested to have the piece “Windswept” purchased by the Public Art Commission to be placed at the municipal airport (per motion on 13 September 2016). The sculpture will be placed between the new terminal building and the new itinerant hangar.

Council Language:

Moved by Betcher, seconded by Beatty-Hansen, to request that the Public Art Commission “commission” the statue “Time Swept” for placement at the Ames Airport Terminal.

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

Recommendation:

The Public Arts Commission recommends accession of Timeswept into the City of Ames art collection, with funding to be provided from the approved Neighborhood Sculpture program.

APPROVED for Accession: 2 November 2016 by the Public Arts Commission

*Caring People
Quality Programs
Exceptional Service*

8a-h

TO: Mayor Ann Campbell and Ames City Council Members

FROM: Lieutenant Dan Walter – Ames Police Department

DATE: December 6th, 2016

SUBJECT: Beer Permits & Liquor License Renewal Reference City Council Agenda
December 13th, 2016

The Council agenda for December 13th, 2016, includes beer permits and liquor license renewals for:

- Class C Liquor - LC0041438 - Cyclone Liquors, 626 Lincoln Way
- Class C & Outdoor Services - LC0024787 - Aunt Maude's, 543-547 Main St.
- Class C & Outdoor Services - LC0038057 - Thumb's Bar, 2816 West St.
- Class C Liquor - LC0029665 - Tip Top Lounge, 201 E. Lincoln Way
- Class B Beer - BB0008310 - Pizza Pit, 207 Welch Ave.
- Class C Liquor - LC0042244 - 1 Night Stand, 124 Welch Ave.
- Special Class C Liquor & Class B Wine - BW0095001 - Salt & Pretzel, 2610 Northridge Parkway
- Class C Beer & Class B Wine - BC0027076 - Casey's General Store #2298, 428 Lincoln Way

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.

To: Members of the City Council

From: Ann H. Campbell, Mayor

Date: December 9, 2016

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

Peter Orazem's term of office on the Ames Convention & Visitors Bureau (ACVB) Board of Directors will expire December 31, 2016; therefore, it will be necessary to appoint a council member to fill this position.

I recommend that the City Council appoint Gloria Betcher to the ACVB Board of Directors with her term effective as of January 1, 2017.

Staff Report

FY 2016-17 Mid-Year Sustainability Report

December 13, 2016

This report provides a mid-year update of the FY2016-17 activities and accomplishments related to the Sustainability Advisory Services contract between the City of Ames and Iowa State University.

BACKGROUND:

On July 1, 2010, the City entered into a contract with Iowa State University to utilize the services of its full-time Director of Sustainability. The contract covers a maximum of 480 hours annually (or no more than 25 percent of the Director of Sustainability's time). The Initial Scope of Services focused on the reduction of electric consumption. As additional opportunities and needs have been identified related to sustainability, the Scope of Services has expanded and diversified. During FY 2016-17, in keeping with the Council's direction, the Scope of Services targets priority areas related to energy consumption reduction, as well as adding waste reduction and diversion:

- 1) Work with Public Works Department and Water and Pollution Control Department on reuse and diversion programs related to the waste stream, including – but not limited to – the exploration of a composting and food waste program.
- 2) Continue to support and strengthen the Smart Business Challenge through outreach and recruitment of participants, oversight of Challenge interns, and marketing of outcomes and accomplishments of Challenge participants.
- 3) Continue to represent the City at events that educate residents about ongoing City sustainability efforts, rebates, and waste reduction opportunities including – but not limited to - the Eco Fair and WelcomeFest.
- 4) Coordinate the new Rummage RAMPage at the Ames Intermodal Facility in partnership with the Resource Recovery Plant, Public Relations, CyRide, and Iowa State University, to address concerns that usable housewares and furniture are being needlessly discarded and hard-to-process materials are being sent to the Resource Recovery Plant.

PROGRESS ON SCOPE OF SERVICES:

- 1. Work with Public Works Department and Water and Pollution Control Department on reuse and diversion programs related to the waste stream, including – but not limited to – the exploration of a composting and food waste program.***

Mid-year FY2017 accomplishments include the following for Priority Area #1:

- Completed milestones related to the \$20,000 forgivable loan from the Iowa Department of Natural Resources exploring beneficial opportunities and options to improve the Resource Recovery Plant's (RRP) process and improve the quality of refuse derived fuel (RDF):
 - Included survey questions in the 2016 Resident Satisfaction Survey regarding attitudes on composting as a form of organic waste reduction. Followed up with a similar Story County-wide survey.
 - Released a Request for Proposal for the development of a Waste Diversion Enhancement & Recommendation Report through contracted services. "The Consultant is to develop and implement a two part study leading to enhanced waste diversion, increased efficiency of the Resource Recovery Plant (RRP) and increased awareness and understanding of citizen value and interest in additional waste management related services, including organic waste programs." Proposals due December 14.

Collaboration partners: Public Works – Bill Schmitt, Mark Peebler and Lorrie Hanson; Purchasing – Karen Server and Public Relations Officer – Susan Gwiasda.

- 2. Continue to support and strengthen the Smart Business Challenge through outreach and recruitment of participants, oversight of Challenge interns, and marketing of outcomes and accomplishments of Challenge participants.***

Mid-year FY2017 accomplishments include the following for Priority Area #2:

- Continued recruitment of additional businesses for a total of twenty-three Smart Business Challenge participants, including five platinum certified businesses.
- Continued featuring Smart Business Challenge participants in City Side with photos and working to produce video on each business' energy savings story.

Collaboration partners: Electric Services – Steve Wilson; The Energy Group, and Public Relations Officer – Susan Gwiasda

3. *Continue to represent the City at events that educate residents about ongoing City sustainability efforts, rebates, and waste reduction opportunities including – but not limited to – the Eco Fair and WelcomeFest.*

- Participated in the Ames 4th of July Parade.
- Participated in WelcomeFest in August as part of the City of Ames efforts in explaining Ames sustainability initiatives.
- Continue a monthly radio program on KHOI focused on community sustainability accomplishments, initiatives and opportunities.
- Continue to share the City of Ames sustainability efforts as part of speaking engagements.

4. *Coordinate the new Rummage RAMPage at the Ames Intermodal Facility in partnership with the Resource Recovery Plant, Public Relations, CyRide, and Iowa State University, to address concerns that usable housewares and furniture are being needlessly discarded and hard-to-process materials are being sent to the Resource Recovery Plant.*

- First ever Rummage RAMPage was held July 29 to Aug 2, 2016. The event was an overwhelming success and diverted 22 tons of furniture and housewares out of the landfill and raised more than \$5,000 for local non-profit agencies. The event included tremendous support from ISU Parking, several City departments, the Volunteer Center of Story County, and more than 50 volunteers representing dozens of non-profit organizations.
- First planning meeting for the 2017 Rummage RAMPage is scheduled for January 11.

Collaboration partners: Iowa State University Parking Services, Volunteer Center of Story County, Resource Recovery Plant, Ames Electric Services, Public Relation Office and various Ames volunteers.

COUNCIL ACTION FORM

**SUBJECT: AGREEMENT WITH B & G PRODUCTIONS TO OPERATE DRONE
WITHIN 5 MILES OF AMES MUNICIPAL AIRPORT**

BACKGROUND:

On January 8, 2016, the City Council referred a request from Rod Bodholdt, owner of B & G Productions, to operate a drone, also known as a Small Unmanned Aircraft System (sUAS), within five miles of the Ames Municipal Airport. Since that time, staff has worked with Mr. Bodholdt to collect his required paperwork. This includes his FAA sUAS pilot's license, proof of his sUAS registration, and proof of insurance. All of these requirements are outlined in the regulations for sUAS that were recently finalized by the FAA.

Staff found that B & G Productions has complied with all applicable sUAS codes and standards, and has drafted an agreement with B & G Productions (Rod Bodholdt) to give permission to operate within the five-mile radius of the Ames Airport. This proposed agreement is identical to the two previous contracts approved by the Council for drone operations.

ALTERNATIVES:

1. Approve the agreement with B & G Productions, c/o Rod Bodholdt, to operate a sUAS within five miles of the Ames Municipal Airport.
2. Reject the agreement.

MANAGER'S RECOMMENDED ACTION:

By approving this agreement, the City will continue to support aviation innovation in the Ames area while complying with best safety practices in sUAS operation. Ultimately, the experience gained by working with these operators will help staff develop a complete sUAS policy for the City.

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

**AGREEMENT WITH BODHOLDT & GRUMMER PRODUCTIONS, INC.,
AUTHORIZING COMMERCIAL USE OF
UNMANNED AIRCRAFT SYSTEM IN THE CITY OF AMES**

THIS AGREEMENT is made and entered into by and between Bodholdt & Grummer Productions, Inc., (“Owner”) and the City of Ames, Iowa (“City”).

WHEREAS, City owns and operates a municipal airport located within the corporate boundaries of the city which is in active use for civil aviation activities on a daily basis; and

WHEREAS, as airport owner, the City is charged with control of the airspace around the City’s airport; and

WHEREAS, the Federal Aviation Administration is the national governmental authority whose duty it is to regulate and oversee all aspects of civil aviation; and

WHEREAS, Unmanned Aircraft Systems (UAS) are a technology that has recently become generally available for purchase and operation by citizens for uses which may include aerial photography; and

WHEREAS, the use of Unmanned Aircraft Systems creates the potential to disrupt air traffic and potentially endanger persons and property, both in flight and on the ground, and is therefore subject to regulation by the Federal Aviation Administration; and

WHEREAS, Owner is in the business of film production and has occasion to desire to photograph scenes in and around the City of Ames, which can more effectively be accomplished through the use of aerial photography; and

WHEREAS, Owner owns an Unmanned Aircraft System and would like to obtain the permission of the City to make commercial use of the UAS for aerial observation and photography of Ames and surrounding areas; and

WHEREAS, the Parties desire to work collaboratively with consideration of each other’s rights and interests, to assure public safety, and establish by agreement terms and conditions allowing Owner limited commercial operation of its UAS within the city.

NOW THEREFORE, in consideration of the above recitals and the provisions contained herein and reliance on the same, the Parties agree as follows:

I.
PURPOSE

The purpose of this agreement is to authorize Owner's operation of an Unmanned Aircraft System (UAS) under parameters specified herein, within a five nautical mile radius of the Ames Municipal Airport.

II.
OPERATION AUTHORITY AND PARAMETERS

- A. **Identity of UAS and Operator.** The City agrees to allow Owner to operate the Unmanned Aircraft System (hereinafter "UAS") per 14 CFR part 107, subparts A-C. This UAS may be flown only by an authorized Remote Pilot in Command with a Remote Pilot in Command certificate with a small UAS rating issued by the FAA, and herein referred to as "Operator."
- B. **Compliance.** Owner and Operator agree to strictly comply with all provisions and operational restrictions of 14 CFR part 107, subparts A-C, which are incorporated into this contract by this reference.
- C. **Additional Regulatory and Statutory Compliance.** Owner and Operator agree to comply with all other Federal Aviation Administration regulations which are presently in effect, or may come into effect, for Unmanned Aircraft Systems, as well as with all other Federal, State, Municipal or other laws or regulations which may exist or be enacted or adopted.

Owner and Operator also agree to comply with any policies that have been, or may be, established by the City regarding UAS operation, including but not limited to 1) the City's administrative policy on UAS operations, and 2) the City's minimum operation standards for UASs.

This agreement does not operate as a waiver of any other statutory or regulatory authority.

- D. **Special Local Requirements.** In addition to the above provisions, the City is requiring that Owner agree to the following:
1. Operator must carry a handheld radio tuned into the Ames Common Traffic advisory Frequency (CTAF) of 122.70 when operating inside the five nautical mile ring.
 2. Any operations between 50 feet above ground level and 200 feet above ground level inside the one to five nautical mile ring require contacting the FBO at least one hour prior to operations.

3. Any operations inside the one nautical mile ring of the Ames Municipal airport require FBO notification, and City of Ames notification, a minimum of 24 hours prior to operations, regardless of altitude.
 4. Operator shall have the ability to conduct operations on its own properties between the surface of the ground up to 50 feet above ground level without FBO or City notification inside the one to five nautical mile ring from the airport.
 5. Operator agrees to carry the Remote Pilot in Command Certificate any time the UAS is being operated, and agrees to present it for inspection upon request to any authorized representative of the FAA, or any Federal, State, County or Municipal official charged with enforcing local laws or regulations, or any peace officer.
 6. Owner and Operator agree to operate the UAS only above property they own, or above property that is owned by another who has expressly and in writing consented to UAS operation by Owner and Operator. Owner and Operator, upon request by the City, shall promptly furnish proof of express written consent.
 7. This agreement shall remain in effect so long as Owner remains as a corporation in good standing pursuant to the Iowa Secretary of State.
- E. **Flight Log.** Owner and Operator shall maintain a flight log which contains and complies with all the documentation necessary under FAA regulations, and allow City inspection of the log. When requested by the City, the furnished log shall be in the same form as the documentation submitted to the FAA.

III. INSURANCE REQUIREMENTS

Owner shall obtain, and keep in effect, insurance as follows:

- A. **Type.** Owner shall maintain General Liability or a similar type of policy of insurance that affords coverage of \$1,000,000 combined single limit per occurrence and \$2,000,000 in aggregate limits for bodily injury, personal injury, and property damage.
- B. **Deductibles.** Any deductibles or self-insured retentions must be declared and approved by the City of Ames. At the option of the City of Ames, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Ames, its officials and employees, or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. **Endorsements.** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City. Owner shall furnish the City with certificates of insurance and original endorsements for effecting coverage required by this clause. The

certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be approved by the City before operations of the UAS commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

IV. INDEMNIFICATION

To the fullest extent permitted by law, Owner and Operator shall indemnify and hold harmless the City of Ames, its officials, agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys fees arising out of or resulting from the operation of the UAS, provided that any such claim, damage, loss or expense 1) is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property, including the loss of use resulting therefrom; and 2) is caused in whole or in part by any intentional or negligent act or omission of the Owner or Operator, or anyone directly or indirectly employed by the Owner or Operator, or anyone for whose acts the Owner or Operator may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

V. TERM AND TERMINATION

- A. **Term.** This agreement is in effect from December _____, 2016, to December 31, 2017, unless sooner terminated.
- B. **Termination.** The City may terminate this agreement by providing written notice of said termination to the other party. If a hazardous occurrence, danger or emergency renders written notification too slow, the City reserves the right to terminate this agreement upon verbal notification to the Owner or Operator to be expeditiously confirmed in writing.

VI. CONTACT PERSONS

For purposes of carrying out the provisions of this agreement, including notification and reporting, the City's contact person is the Ames Municipal Airport Manager, Damion Pregitzer. The Owner's contact person shall be Rod Bodholdt. Each party shall promptly notify the other if there is a change of Contact person.

IN WITNESS WHEREOF, in consideration of the provisions set forth above, the parties have caused this agreement to be executed in their behalf.

BODHOLDT & GRUMMER
PRODUCTIONS , INC.

CITY OF AMES, IOWA

By _____
Jeffrey N. Grummer, President

By _____
Ann H. Campbell, Mayor

STATE OF IOWA, COUNTY OF STORY, ss:

Attest _____
Diane R. Voss, City Clerk

This instrument was acknowledged before me on _____, 2016, by Jeffrey N. Grummer as President of Bodholdt & Grummer Productions, Inc.

STATE OF IOWA, COUNTY OF STORY, ss:

Notary Public in and for the State of Iowa

On this _____ day of _____, 2015, 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.

Notary Public in and for the State of Iowa

COUNCIL ACTION FORM

SUBJECT: FLEXIBLE SPENDING ADMINISTRATIVE AND CLAIMS PROCESSING SERVICES RENEWAL

BACKGROUND:

A Flexible Spending Account, as provided to benefit-eligible City of Ames employees, allows an employee to set aside a portion of his or her earnings to pay for qualified medical and dependent care expenses. Money deducted from an employee's pay into a Flexible Spending Account is not subject to payroll taxes resulting in substantial payroll tax savings.

Over the past several years, Wellmark Blue Cross Blue Shield has been the provider for the flexible reimbursement options including automatic reimbursement of health and pharmacy claims processed through Wellmark and direct deposit of reimbursement when elected.

Effective January 1, 2017, Wellmark will charge \$5.25 per contract per month in claims processing fees and \$400 in annual administration fees. **These amounts reflect no change in the charge per contract per month or in the contract from 2016 for this service.**

ALTERNATIVES:

1. Accept the renewal document from Wellmark for administrative and claims processing services for our flexible spending account (FSA) benefit as signed in November of 2015 indicating current fees, with no changes for the period from January 1, 2017 to December 31, 2017.
2. Do not renew the agreement with Wellmark.

MANAGER'S RECOMMENDED ACTION:

Wellmark has done an acceptable job of administering these flexible spending accounts over the past several years, and the renewal proposal contains no increase in contract charges.

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



MEMO

Legal Department

To: Mayor Campbell and Members of the City Council

From: Judy K. Parks, City Attorney

Date: December 8, 2016

Subject: Update on Legal Department Staffing and \$40,000 additional funding request for outside counsel for prosecutions

This memo is to update you on the status of staffing in the Legal Department and to seek additional funds to continue using the outside prosecutor, Megan Flynn of the Coppola Law Firm for several more months as we complete the attorney hiring process.

As to departmental staffing, I am very pleased to report that the Paralegal recruitment has been completed and an offer has been accepted for our new employee to start on January 9, 2017. While this process was not completed quite as quickly as I had originally indicated to you, that was with good reason. We had a larger pool of good applicants and ended up taking additional time to pare it down to the final selection.

As for the attorney vacancy, the application deadline closed for that position late in November. I am pleased to report for this vacancy, we also have had a larger than expected pool of good applicants. Initial steps in the selection process have been taken, but the hiring process is not likely to be completed until late January. It is also anticipated that whoever is offered the position will need to time to give notice to their current employer, so a start date in mid to late February would be realistic.

That timeline impacts the second purpose of this memo, which is the request for additional funding for the continuation of the outside counsel for prosecution. As you will recall, in January, the City had retained Megan Flynn, of Coppola, McConville, Coppola, Hockenbergl and Scalise PC, to handle the City's prosecution caseload during the time we had a vacant attorney position. She has been providing truly outstanding service to you and our citizens with that undertaking. However, because of the time it has taken to fill the attorney position, the initial funds granted were completely spent down and additional funding was needed.

That is again the case with this request. For continuation of these services until the new attorney is hired, and allowing for an overlap of four weeks so that there can be a seamless transition of this caseload to the new attorney we hire, I am seeking funds to pay for an additional four months of this contractual service.

Previous authorizations of funding for her services have been granted in the amount of \$73,000. Those funds will be exhausted by the payment of the November invoice. For the months of December through March, an additional \$40,000 is necessary. I am requesting your approval of these additional funds.

COUNCIL ACTION FORM

SUBJECT: MAIN STREET CULTURAL DISTRICT REQUESTS FOR JANUARY DOLLAR DAYS

BACKGROUND:

Main Street Cultural District is planning to host its annual dollar days from Thursday, January 26 through Saturday, January 28, and requests a waiver of parking fees and enforcement in the downtown district on those days. The request is detailed in the attached letter.

Fulfilling this request and providing free parking for the 597 metered parking spaces in the Downtown area for three days yields a loss of \$3,223.80 to the Parking Fund (597 meters at \$0.20 per hour for nine metered hours per day).

ALTERNATIVES:

1. Approve the request from Main Street Cultural District to waive parking fees and enforcement for the downtown area for January Dollar Days as described above.
2. Do not approve the request.

MANAGER'S RECOMMENDED ACTION:

The MSCD sidewalk sales are successful events held twice a year. Since these events bring shoppers to the MSCD, this requests further the City Council's goals to continue to provide support for the downtown commercial area.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the request from Main Street Cultural District to waive parking fees and enforcement for the downtown area for January Dollar Days as described above.



Dear Honorable Mayor Ann Campbell and City Council,

The Main Street Cultural District is planning to hold the annual January Dollar Days event on Thursday, January 26th through Saturday, January 28th. This event is for the businesses and community to enjoy small business sales in the destination district in the heart of the community. January Dollar Days offers the opportunity to use the gift cards they got for Christmas while finding that great after-the-holiday sale! We would like to request free parking in the downtown district from that Thursday to Saturday to offer the opportunity for great sales to the businesses as well as comfort to the community to shop downtown.

Thank you for your consideration of this request and continued support of the Main Street Cultural District.

Sincerely,

Edana Delagardelle
Event Coordinator
Main Street Cultural District

COUNCIL ACTION FORM

**SUBJECT: NORTH RIVER VALLEY PARK LOW HEAD DAM IMPROVEMENTS -
FEDERAL TRAILS GRANT APPLICATION**

BACKGROUND:

The City of Ames constructed a low-head dam in 1984 in order to create a pool of water in the primary recharge zone for the City's Downtown Well Field, providing a means to increase the capacity of these wells during periods of drought. This dam replaced temporary sand dams constructed in the 1970's for the same purpose.

While the City has never promoted recreation at the dam, it is evident that the low head dam attracts members of the public who use the area for recreation. Low head dams can pose a serious hazard due to the recirculation effect which occurs immediately downstream of the dam. This hazard is caused by the uniform hydraulics as the water flows over the top of the dam. Without something to break up the uniform hydraulics, a dangerous undertow can be created. Once caught in the uniform flow, it is easy for a person to become caught in the recirculation and drown.

A project to improve the safety of this piece of infrastructure was first proposed in 2008. The original concept was to place a small number of large boulders on the downstream apron of the dam to break up the dangerous recirculation effect. The design has undergone several changes since 2008 which expanded the project to provide additional aquatic and recreational benefits, but that also increased the cost of the project.

In April 2016, RiverRestoration.org was identified as the preferred firm based on their prior work and a contract was approved by Council in the amount of \$102,499 to begin design on the project. Prior to the start of design, staff hosted a stakeholder input meeting where representatives from the Skunk River Paddlers, Iowa Department of Natural Resources, Prairie Rivers of Iowa, Parks and Recreation Commission, and an adjacent property owner were able to learn about the project and help develop a list of project goals beyond the first and foremost goal of improved safety.

River Restoration developed three alternatives for the project.

- Alternative A is a project that addresses only the safety concern and is within the scope of current project funds available.
- Alternative B allows for additional in-channel improvements by creating two separate flow paths; one to allow aquatic species passage, and another to allow

boat passage during certain flow levels in the South Skunk River. The idea behind this alternative was to provide additional recreational opportunities and improved aquatic habitat, secondary goals that are important to the stakeholder groups.

- Alternative C is the full completed vision for the project that includes the same in-channel improvements as Alternative B, but provides additional amenities along the bank side. This alternative meets all of the primary and secondary objectives of the project. The full estimated projects costs are as follows:

Project Alternatives	Estimated Project Costs
Alternative A	\$347,500
Alternative B	\$537,500
Alternative C	\$844,500

Current funding for the project is as follows:

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

On November 16, 2016 staff hosted a public meeting on the project, presenting the three alternatives. Those in attendance showed tremendous support for Alternative C, but there was also a realistic recognition that funding the project could be challenging. The following evening, staff met with the Parks and Recreation Commission who also indicated that if the City was going to do a project, it should pursue Alternative C.

On November 22, staff discovered that a possible grant opportunity to help offset the significant gap in funding for Alternative C was available, but with a short application deadline of December 1. After careful review, staff pursued the Iowa Federal Recreational Trails Grant Fund Application and submitted a detailed application by the December 1 deadline. **One requirement of the application process is that the governing body must pass a resolution that commits to 20 years of maintenance for any improvement funded by the grant. The resolution must be submitted within 30 days of the application deadline for the City's application to be considered.**

Three other low head dam projects that are part of an existing or planned trail have been funded through this grant program. Grants have been awarded to those projects in

amounts around \$200,000. The grant application submitted by the City was for \$529,500, which is the difference between the current funding and the Alternative C cost estimate. Should the City not receive the full amount requested, staff would pursue additional grant alternatives to help offset the funding gap for this project.

With the caveat that proper funding must first be secured, staff's proposed timeline for the project is as follows:

Spring/Summer 2016	Finalize Design/Obtain permits
Fall/Winter 2017	Bidding and Construction

This project continues to be of high interest to several groups, including the Skunk River Paddlers, Hawkeye Fly Fishing Association (HFFA), Story County Conservation, Prairie Rivers of Iowa, Linda Manatt & Family, Iowa Department of Natural Resources, and other groups and interested citizens. City staff has continued to inform and engage in discussion with those interested in the project. Staff asked for letters of support for the grant application and within 48 hours staff had received 20 letters of support from various organizations and citizens.

While recreation, aquatic life protection (i.e. - fish passage), and water quality are all valuable benefits that will result from this project, the single most important outcome will be improving safety. This project has the potential to create a unique and safe opportunity for the Ames community to enjoy the river.

ALTERNATIVES:

1. Approve a resolution to commit to 20 years of maintenance of project improvements at the North River Valley Park low head dam funded by the Iowa Federal Recreational Trails Program, should the City of Ames succeed in receiving grant funds.
2. Do not approve the requested resolution.

CITY MANAGER'S RECOMMENDED ACTION:

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

Staff is working diligently to secure additional funding for the project through grants such as the Iowa Federal Recreational Trails Grant Program. This could result in a delay to the project as additional funds are sought, with no guarantee that sufficient outside funding would be obtained to allow the full Alternative C. However, the level of support for Alternative C at the November 16th public meeting has encouraged staff to continue to pursue sources of outside funding.

The Federal Recreational Trails program has provided grants to other low head dam projects. For the City's application to be considered, however, a Council resolution guaranteeing the maintenance of the improvement is required.

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

COUNCIL ACTION FORM

SUBJECT: CYRIDE 2016 SECURITY ENTRY SYSTEM, PHASE 1 PLANS AND SPECIFICATIONS

BACKGROUND:

CyRide's facility access control and security system was installed as part of the 2008 facility office addition. Parts of the system failed in the fall of 2015 and other parts of the system are unstable. Efforts to repair the system have been unsuccessful, since the technology used in 2008 is no longer supported.

CyRide staff has been working with an architectural and engineering consultant to develop plans and specifications to replace and expand the existing system. Phase I will restore existing functionality of building access control, intruder detection, and digital video premises monitoring in the administration area. Later phase(s), contingent upon budget, would expand the system throughout the entire facility, including the maintenance and bus storage areas.

Local funding of \$30,000 was included in the FY 15/16 budget as well as in the FY 16/17 budget. The two fiscal years are being consolidated for a total Phase I budget of \$60,000. Another \$200,000 is being proposed in the next fiscal year's budget for system expansion.

Funds Available	Dollars
FY16 Funds	\$ 30,000
FY17 Funds	\$ 30,000
Total Available	\$ 60,000

Architectural drawings and specifications are now on file in the Office of the City Clerk. Bid letting will be December 14, 2016, with bids due on January 12, 2017. Bid results will be reported to Council on January 24, 2017.

ALTERNATIVES:

1. Approve plans and specifications for the CyRide 2016 Security Entry System, Phase I Project, establish January 12, 2017 as the bid due date, and establish January 24, 2017, as the date to report bid results to Council.
2. Direct staff to continue to work with the architect to refine the project plans.

MANAGER'S RECOMMENDED ACTION:

This facility access control and security system project is needed to restore the functionality of the existing system in the administration area of the CyRide facility. New equipment will allow for expansion of the system to the entire facility in future years.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described 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: December 9, 2016

Subject: Contract and Bond Approval

There is no Council Action Form for Item No. 17. Council approval of the contract and bond for this project is simply fulfilling a *State Code* requirement.

/jr

COUNCIL ACTION FORM

SUBJECT: CYRIDE FUEL PURCHASE FOR CALENDAR YEAR 2017

BACKGROUND:

CyRide purchases approximately 420,000 gallons of fuel each year, divided into smaller purchases every seven to ten days. In order to procure fuel and in cooperation with the City's Purchasing Division, CyRide annually releases a fuel bid for both diesel and biodiesel fuel with biodiesel levels varying from 5% to 20%, depending on the weather and season.

For the 2017 calendar year, bids were received on November 18, 2016. Under the bid specifications, fuel would be purchased at the market rate with the competitive portion of the bid being the vendor's charge above or below that market rate for delivery of the fuel. Bids were received from the following five firms:

- Keck Energy
- Diamond Oil
- FS Fauser Energy Resources
- Petroleum Traders
- New Century FS

In calculating estimated gallons of each type of fuel, during the next calendar year CyRide anticipates using the following volumes of fuel at \$1.4426/gallon for diesel and \$3.6050 for biodiesel, as well as the over/under rack rate:

Bidder	Total Estimated Cost of Fuel
Keck Energy	\$568,643.87
Diamond Oil	\$574,379.44
FS Fauser Energy Resources	\$577,437.82
Petroleum Traders	\$586,388.21
New Century FS	\$599,416.35

Using these assumptions, Keck Energy's bid is the overall lowest cost bid.

In addition to awarding the fuel delivery bid, CyRide will need to establish a maximum or total contract amount for fuel costs so that the Transit Agency can order fuel when needed every seven to ten days under the successful bidder's contract. In estimating CyRide's maximum fuel cost for calendar year 2017, staff estimated its fuel usage for the year (420,000 gallons) and multiplied this times the budgeted price per gallon for the current and next year. (This award spans the latter half

of the current fiscal year and the first six months of next fiscal year.) This calculation is as follows:

January – June 2017	
210,000 gallons x \$3.00 (2016-2017 budgeted price) =	\$630,000
July – December 2017	
210,000 gallons x \$2.75 (2017-2018 budgeted price) =	<u>\$577,500</u>
TOTAL ESTIMATED COST	\$1,207,500

The Transit Board of Trustees gave its approval for the vendor bid and fuel cost at its November 30, 2016, meeting.

ALTERNATIVES:

1. Award the purchase of fuel during calendar year 2017 to Keck Energy with the lowest cost bid and establish the maximum total contract amount for fuel and delivery not to exceed \$1,207,500.
2. Do not enter into a fuel contract and purchase fuel at the time it is needed at the market rate.
3. Do not enter into a fuel vendor contract to purchase fuel at the market rate, plus mark-up/deduct; and instead direct staff to bid fuel to lock in prices for the next twelve-month period.

MANAGER’S RECOMMENDED ACTION:

This bid reflects the lowest price to purchase CyRide’s fuel from a single vendor and will reduce the administrative burden by eliminating the need to complete fuel purchases every seven to ten days during the year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby purchasing fuel from Keck Energy during calendar year 2017.

COUNCIL ACTION FORM

SUBJECT: NEW WATER PLANT CHANGE ORDER NO. 13 – CONTRACT 2

BACKGROUND:

On October 14, 2014, the City Council awarded a construction contract to Knutson Construction of Minneapolis, MN for the City's new drinking water treatment plant.

Six items have been identified that need to be addressed and result in a change to the contract. Knutson has provided a proposed change order for the work. Each item is described below.

- **Lime pond discharge modifications** – Changes are proposed to move the lime pond operating valves to a more convenient location. **Total cost is \$0.**
- **Added valves to 3" domestic and 6" fire service** – The valves were not included in the drawings, but are required by City Code. **Total cost for the valves is \$5,095.**
- **Revised elevation of water services** – The water and fire service lines on the north side of the building were too shallow and had to be lowered to meet City Code requirements. **Total cost for the change is \$10,062.**
- **Interior wood veneer species selection** – The wood veneer on the interior doors was changed from white birch to cherry to provide a better color match with the specified cabinetry. **Total cost is \$1,115.**
- **Replace window treatment with roller shades** – Window treatments were changed from vertical blinds to roller shades throughout the building. **Total cost for this change is \$2,765.**
- **Hose bib relocation** – A hose bib was relocated to move it away from electrical equipment and closer to the point of use. **Total cost for the change is \$2,099.**

The net cost for this change order is \$21,136. It is the opinion of the consulting team that this is a fair and reasonable price for the requested changes.

The approved FY 16/17 Capital Improvements Plan includes a total project budget of \$71,241,000. A simplified breakdown of the project costs is shown below.

Description	Amount
Contract 1 (actual bid price)	\$3,197,273
Contract 2 (actual bid price)	52,497,000
Engineering	8,900,000
Lime Sludge Removal	1,570,000
Land & Easements	899,000
Special Inspections	350,000
Pre-design Activities	774,000
Equipment Allowances, Misc.	540,000
Contingency	2,513,727
Total	\$71,241,000

A summary of all change orders executed since the award of the construction contracts is included on the next page, with this latest change order shown in bold.

ALTERNATIVES:

1. Approve Change Order No. 13 for Contract 2 with Knutson Construction in the amount of \$21,136.
2. Do not approve the change order at this time.

MANAGER’S RECOMMENDED ACTION:

The proposed changes are to improve reliability and function of the water plant. The consulting engineers, City staff, and Knutson Construction have worked together to come up with reasonable, cost effective recommendations.

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

New Water Treatment Plant
Summary of Change Orders and Running Contingency Balance

Description	Net Change	Remaining Contingency
<i>Initial contingency, based on FY 16/17 CIP</i>		\$ 2,513,727.00
Contract 2, Change Order #1 Sanitary Sewer Realignment	\$ 127,023.00	\$ 2,386,704.00
Contract 2, Change Order #2 Second water service line; additional gate valve; change in pipe material; manhole waterproofing.	\$ 55,634.00	\$ 2,331,070.00
Contract 1, Change Order #1 Raw water realignment, site work, communication structure	\$ 9,256.45	\$ 2,321,813.55
Contract 1, Change Order #2 Piping changes, bypass structure changes, hydrant valves	\$ 21,687.60	\$ 2,300,125.95
Contract 2, Change Order #3 Minor plumbing changes, tree removal, minor electrical change to elevator, process valve simplification	\$ 5,457.00	\$ 2,294,668.95
Contract 1, Change Order #3 Air relief hydrants, pedestrian ramp, thrust block removal and replacement	\$ 16,974.83	\$ 2,277,694.12
Contract 2, Change Order #4 Clearwell access hatches	\$ 6,192.00	\$ 2,271,502.12
Contract 2, Change Order #5 Debris removal, analyzers, access doors, lime pond gates, structural clarifications	\$ 21,790.00	\$ 2,249,712.12
Contract 1, Change Order #4 Road stone, replace lime sludge line laterals, repaint hydrants	\$ 6,647.12	\$ 2,243,065.00
Contract 2, Change Order #6 Electrical modifications, valve floor stand, tracer wire, loss of work time	\$ 22,624.00	\$ 2,220,441.00
Contract 2, Change order #7 Piping modifications to eliminate maintenance in a confined space	\$ 8,985.00	\$ 2,211,456.00
Contract 2, Change order #8 Flooring changes, plumbing modifications, concrete construction changes, valves, concrete pad	\$ 19,341.00	\$ 2,192,115.00
Contract 2, Change order #9 Miscellaneous construction modifications and process piping adjustments	\$3,659.00	\$2,188,456.00

Contract 2, Change order #10 Service water piping rerouting	\$6,027.00	\$2,182,429.00
Contract 2, Change order #11 Glass revisions	(\$2,360.00)	\$2,184,789.00
Contract 2, Change order #12 Natural gas pressure reducing valve and concrete pad	\$5,211.00	\$2,179,578.00
Contract 2, Change order #13 Lime pond work, water service lines, interior finish selections, hose bib modifications	\$21,136.00	\$2,158,442.00

COUNCIL ACTION FORM

**SUBJECT: 2016/17 PAVEMENT RESTORATION PROGRAM – CONTRACT 1:
CONCRETE JOINT REPAIR PROGRAM**

BACKGROUND:

This is an annual program for preventative and proactive maintenance activities on City streets. The program allows for a wide variety of pavement maintenance techniques to preserve and enhance City street infrastructure. These techniques are typically more specialized or larger in scope than can be performed by City street maintenance staff. The goal of projects in this program is to repair and extend the lifespan of the streets.

Contract 1 under this program focused on repairing joints in existing concrete streets that experienced rapid deterioration from freeze thaw cycles in the winter months.

On June 28, 2016 Council awarded the project to Cedar Falls Construction Company of Cedar Falls, IA in the amount of \$106,400. Work under this contract was completed along 6th Street in the amount of \$91,560.00. Funding is identified in the 2016/17 Capital Improvements Program from Road Use Tax in the amount of \$250,000.

The table below shows program costs and funding:

	Project Costs	Funding
Contract 1: Concrete Joint Repairs (this action)	\$ 91,560.00	
Contract 2: Slurry Seal Program (completed)	\$100,872.45	
2016/17 Pavement Restoration CIP		<u>\$250,000</u>
	\$192,432.45	\$250,000

Remaining funding will be utilized for other pavement restoration priorities across the City.

ALTERNATIVES:

1. Accept the 2016/17 Pavement Restoration Program Contract 1: Concrete Joint Repair Program as completed by Cedar Falls Construction Company, Inc. of Cedar Falls, Iowa, in the amount of \$91,560.00.
2. Direct staff to pursue changes to this project.

MANAGER'S RECOMMENDED ACTION:

This project has been completed, is within the approved budget and is ready to be closed out.

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

COUNCIL ACTION FORM

**SUBJECT: 2016/17 PAVEMENT RESTORATION PROGRAM – CONTRACT 2:
SLURRY SEAL PROGRAM**

BACKGROUND:

This is an annual program for preventative and proactive maintenance activities on City streets. The program allows for a wide variety of pavement maintenance techniques to preserve and enhance City street infrastructure. These techniques are typically more specialized or larger in scope than can be performed by City street maintenance staff. The goal of projects in this program are to repair and extend the lifespan of the streets.

Contract 2 within this program focused on various areas around Ames. This Slurry Seal Program leveled dips in joints and provided new thin wearing surfaces for traffic in predominately residential areas.

On June 28, 2016 Council awarded this project to Fort Dodge Asphalt Company of Fort Dodge, IA in the amount of 100,931.46. Work was completed in the amount of \$100,872.45. Funding is identified in the 2016/17 Capital Improvements Program from Road Use Tax in the amount of \$250,000.

The table below shows program costs and funding:

	Project Costs	Funding
Contract 1: Concrete Joint Repairs (completed)	\$ 91,560.00	
Contract 2: Slurry Seal Program (this action)	\$100,872.45	
2016/17 Pavement Restoration CIP		<u>\$250,000</u>
	\$192,432.45	\$250,000

Remaining funding will be utilized for other pavement restoration priorities across the City.

ALTERNATIVES:

1. Accept the 2016/17 Pavement Restoration Program Contract 2: Slurry Seal Program as completed by Fort Dodge Asphalt Company of Fort Dodge, Iowa, in the amount of \$100,872.45.
2. Direct staff to pursue changes to this project.

MANAGER'S RECOMMENDED ACTION:

This project has been completed, is within the approved budget and is ready to be closed out.

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 POLLUTION CONTROL LIFT STATION IMPROVEMENT PROJECT

BACKGROUND:

The Water Pollution Control (WPC) Facility maintains five lift stations in the community. Lift stations are used to pump sewage from low-lying areas that cannot flow by gravity to the Facility. Two of the lift stations, Highway 30 and Orchard Drive, were in need of improvements. The Highway 30 lift station was constructed in 1994. The pumps and the electronic controls had reached the end of their useful life. The Orchard Drive lift station was constructed in approximately 1940, and underwent a minor upgrade in 2000. Multiple flooding events damaged the electrical components and improvements were needed.

On October 27, 2015, Council awarded a construction contract to C.L. Carroll in the amount of \$440,000. All work on the project was substantially complete on July 18, 2016. There were three change orders on the project for electrical work and site modifications. The total for all three change orders was \$14,100.

In the overnight hours of August 29, 2016, the lift station at Highway 30 was struck by lightning, causing equipment and pumps to be damaged. Although the project had not been accepted by Council, it was functional and being used as a lift station. It is the opinion of the City's insurance carrier that repair of the lift station is the City's responsibility and is covered by the City's property insurance coverage. Staff obtained temporary equipment to restore operation. The electrical components and pumps will be inspected and damaged parts will be replaced, but will likely take until late spring to complete.

Staff would like to close out the construction portion of the project, but leave the purchase order with C.L. Carroll open. It is the intent to sole source the repair work of the lift station to C.L. Carroll to minimize any potential warranty issues. All costs associated with the repair of the lightning damage have been submitted to the City's insurance carrier. The City's obligation is expected to be no more than our \$25,000 deductible.

ALTERNATIVES:

- 1 a. Accept completion of the lift station improvement project from C. L. Carroll Co., Inc., of Des Moines, IA and release retainage according to contract documents.
- b. Authorize staff to utilize the same purchase order and sole source C.L. Carroll to repair the damaged lift station. Purchase authorizations will be made consistent with the City's Purchasing Policies.

2. Do not accept completion of the project at this time.

CITY MANAGER'S RECOMMENDED ACTION:

The WPC lift stations are an important part of the collection system and need to be maintained to continue providing service to the community. The contractor has completed all the requirements according to the contract documents, and the original scope of work is completed. Subsequent lightning damage to the equipment at the Highway 30 lift station will require some of the newly installed equipment to be repaired or replaced. Staff prefers to handle the repairs through the contractor to minimize any future warranty issues. The project is recommended for acceptance, but the purchase order will remain open for subsequent repair work. The cost of the repairs, except for the City's deductible, will be covered by insurance.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No.'s 1a and 1b as described above.



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

23

November 21, 2016

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

Ladies and Gentlemen:

I hereby certify that the public utility installation, curb and gutter construction, and base lift of asphalt paving required as a condition for approval of the final plat of **Hayden's Crossing 2nd Addition** have been completed in an acceptable manner by **Ames Trenching and Excavating of Ames, IA and Manatts, Inc of Ames, IA**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be set at **\$122,748**. The remaining work covered by this financial security includes installation of the final asphalt surfacing, pedestrian ramps and walks, shared used path, final adjustment of utility features, erosion control and street lighting.

Sincerely,

John C. Joiner, P.E.
Director

JJ/jc

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

Description	Unit	Quantity
Mobilization	LS	1
Excavation, Class 13	CY	16,500
Subgrade Preparation	SY	4,500
Sanitary Sewer Gravity Main, Trench 8"	LF	1,101
Sanitary Sewer Service Stub, 4"	EA	23
Storm Sewer, Trench, RCP, 15"	LF	667
Storm Sewer, Trench, RCP, 18"	LF	274
Pipe Apron, RCP, 15" with Footing and Trash Guard	EA	2
Pipe Apron, RCP, 18" with Footing and Trash Guard	EA	3
Subdrain, Perforated PVC, 6"	LF	920
Storm Sewer Service Stub	EA	23
Water Main, Trenched, 8"	LF	1,200
Fittings, 8"	LB	220
Water Service Stub, 1"	EA	23
Valve, 8"	EA	3
Fire Hydrant Assembly, 8"	EA	5
MH, Type SW-301 (Sanitary)	EA	3
MH, Type SW-303 (Sanitary)	EA	1
MH, Type SW-307 (Storm)	EA	1
MH, Type SW-401 (Storm)	EA	2
Intake Type SW-501	EA	3
Intake Type SW-503	EA	3
Intake Type SW-505	EA	2
Intake Type SW-506	EA	1
Stablized Construction Entrance	EA	1
Inlet protection Device	EA	4
30" Curb & Gutter	LF	2,395
8" HMA Pavement	SY	3,270
Shared Use Path	SY	404
Sidewalk 6", PCC	SY	25
Sidewalk 4", PCC	SY	280
Detectable Warnings	SF	40
Native Prairie Seeding	AC	1.2
Wetland Seeding	AC	0.5
Conservation Seeding	AC	1.6
Traditional Seeding	AC	7.0
Check Dams, Rock	Ton	40
Rip Rap, Class 2	Ton	55
Stablized Construction Entrance	EA	1
Turn Reinforcement Mat, Type 2	SY	50
Inlet protection Device	EA	4
GRANT AVENUE TURN LANE ITEMS		
Excavation Class 13	CY	500
Subbase, Granular	SY	940
Storm Sewer, Trench, RCP, 15"	LF	26
Removal of Storm Sewer, RCP, 15"	LF	24
Pipe Apron, RCP, 15" with Footing and Trash Guard	EA	1
Intake Type SW-501	EA	1
Remove Intake	EA	1
Pavement, 8" PCC	SY	755
Curb & Gutter Removal	LF	890



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

24

December 7, 2016

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

Ladies and Gentlemen:

I hereby certify that the water main and storm water detention facility required as a condition for approval of the final plat of **Crane Farm Subdivision** have been completed in an acceptable manner by **Con-Struct, Inc.** The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$1,055,307**. The remaining work covered by this financial security includes installation of the street paving, storm sewer, sanitary sewer, street lighting, COSESCO, storm water management, street trees, landscaping and public sidewalks/pedestrian ramps.

Sincerely,

John C. Joiner, P.E.
Director

JJ/jc

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

Crane Farm Subdivision

December 7, 2016

Page 2

Description	Unit	Quantity
Mobilization	LS	1
Subgrade Preparation, 12"	SY	11,280
Subbase, Modified, 12"	SY	11,280
Subdrain, Perforated Polyethylene, 6"	LF	4,600
Pavement, PCC 9"	SY	10,240
Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	175
Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	1,770
Storm Sewer, Trenched, RCP, 18"	LF	480
Storm Sewer, Trenched, RCP, 24"	LF	895
Storm Sewer, Trenched, RCP, 30"	LF	735
Water Main, Trenched, 8"	LF	205
Manhole Type SW-301, 48"	EA	8
Manhole Type SW-401, 48"	EA	5
Intake Type SW-501	EA	8
Intake Type SW-503	EA	8
Excavation, Class 13	CY	19,000
Storm Sewer Trenched, Polyethylene 4"	LF	110
Storm Sewer Trenched, RCP 24"	LF	230
Intake Type SW-513, Modified	EA	2
Rip Rap, Class D	Ton	900
Seeding	ACRE	2.25
Street Lighting	LS	1
Erosion Control	ACRE	27
Sidewalk, 4", PCC	SY	1,145

COUNCIL ACTION FORM

SUBJECT: PLAT OF SURVEY FOR 3621 AND 3629 WOODLAND STREET AND ACCEPTANCE OF ACQUISITION PLAT FOR RIGHT OF WAY

BACKGROUND:

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

This proposed plat of survey is for a boundary line adjustment between two properties on Woodland Street. The proposed plat of survey extends the north line of 3629 Woodland to the same east/west line as that of 3621 Woodland Street. (Attachment A illustrates changes)

During the research for the preparation of this plat, the surveyor discovered that there was no record of Woodland Street abutting these properties being dedicated to the City. An Acquisition Plat and dedication has been prepared for approval by the City Council.

Woodland Street has no public sidewalks in the vicinity of the subject properties. No sidewalk installation will be triggered by the boundary line adjustment because of the lack of existing sidewalk. Acceptance of the right-of-way dedication also does not trigger sidewalk installation.

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

ALTERNATIVES:

1. The City Council can approve:
 - a. The acquisition plat and dedication of the north 33' feet of Woodland Street abutting these two properties.
 - b. The proposed plat of survey.

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

CITY MANAGER'S RECOMMENDED ACTION:

It is unusual that there can be found no record of a street being officially dedicated by easement or fee simple ownership as right-of-way. Therefore, the proper course of action is to, first, accept the dedication by acquisition plat of the north 33 feet of Woodland Street abutting 3621 and 3629 Woodland Street. The City Council can then approve the plat of survey. The proposed boundary line adjustment conforms to the underlying zoning standards for lot requirements. Staff has determined that the proposed plat of survey for a boundary line adjustment does not trigger City infrastructure requirements as defined within the Subdivision Code.

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

ADDENDUM
PLAT OF SURVEY FOR 3621 and 3629 WOODLAND STREET

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

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

The site is located at:

Owners: Stacy A Smith
Patrick S and Katherine C Schnable

Existing Street Address: 3621 Woodland Street
3629 Woodland Street

Assessor's Parcel #: 09-05-400-090
09-05-400-100

Legal Description: Beginning at the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 83 N, Range 24 W of the 5th PM, Ames, Story County, Iowa, running thence North 20 rods, thence East 16 rods, thence South 20 rods, thence West 16 rods to the place of beginning, excepting therefrom the following: Commencing at a point 33 feet North of the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 83 N, Range 24 W of the 5th PM, Ames, Story County, Iowa, running thence North 215 feet, thence East 90 feet, thence South 215 feet, thence West 90 feet to the point of beginning, subject to covenants, conditions, restrictions and easements of record.

and

Commencing at a point 33 feet North of the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 83 N, Range 24 W of the 5th PM, Ames, Story County, Iowa, running thence North 215 feet, thence East 90 feet, thence South 215 feet, thence West 90 feet to the point of beginning, subject to covenants, conditions, restrictions and easements of record.

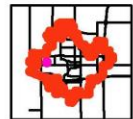
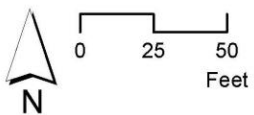
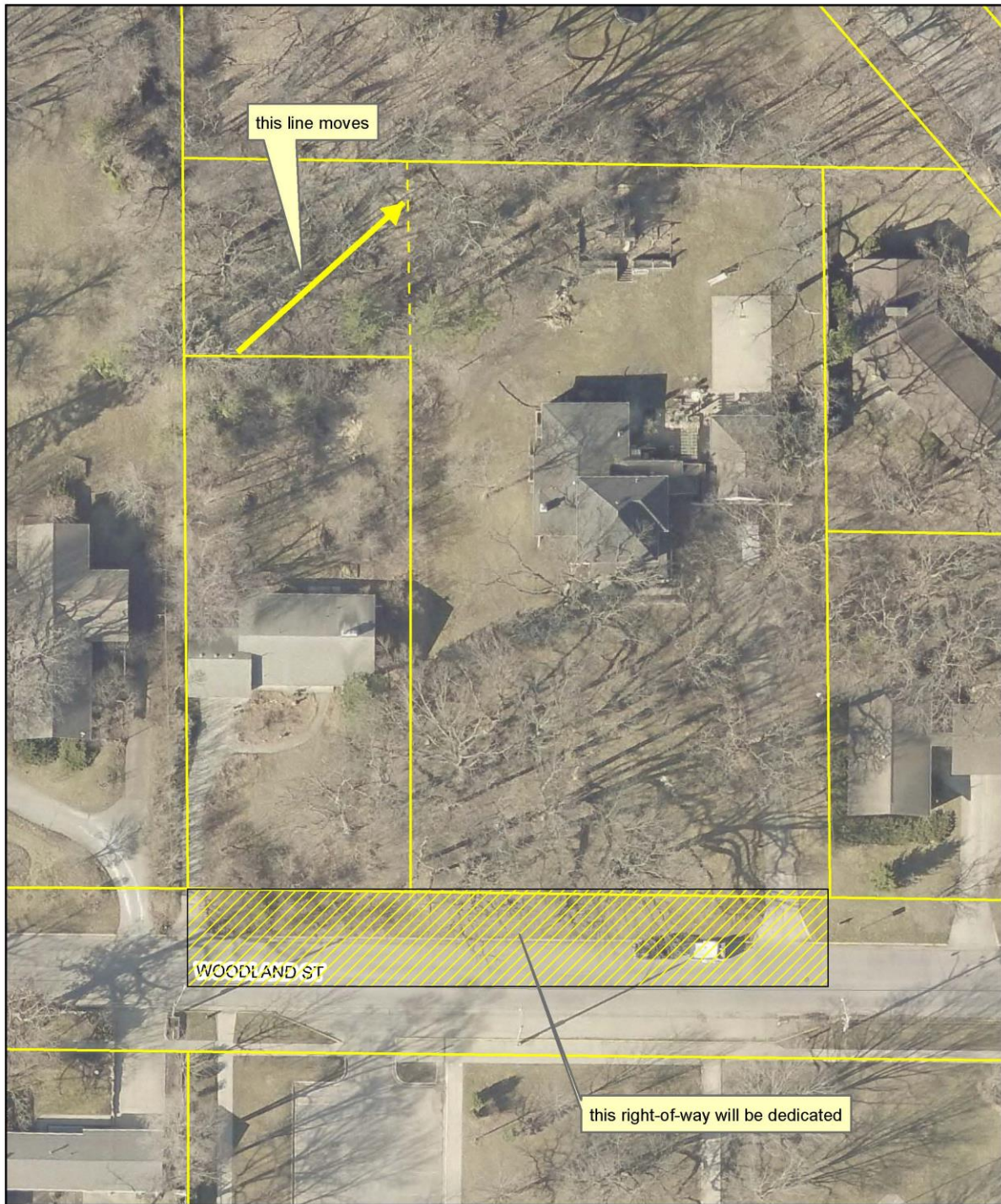
Public Improvements:

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

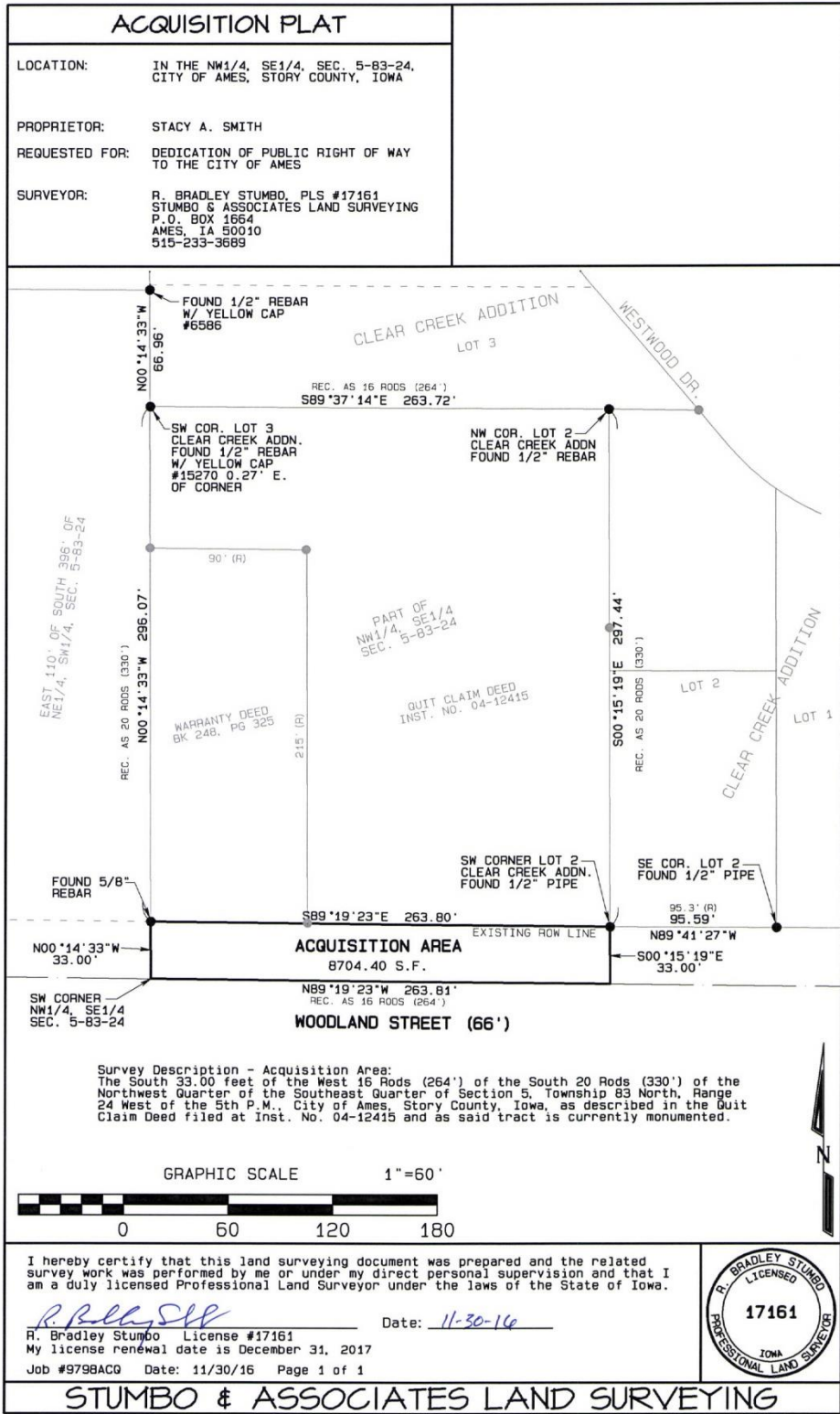
- Installed prior to creation and recordation of the official plat of survey and prior to issuance of zoning or building permits.
- Delayed, subject to an improvement guarantee as described in Section 23.409.
- Not Applicable. (no additional improvements required as a boundary line adjustment)

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

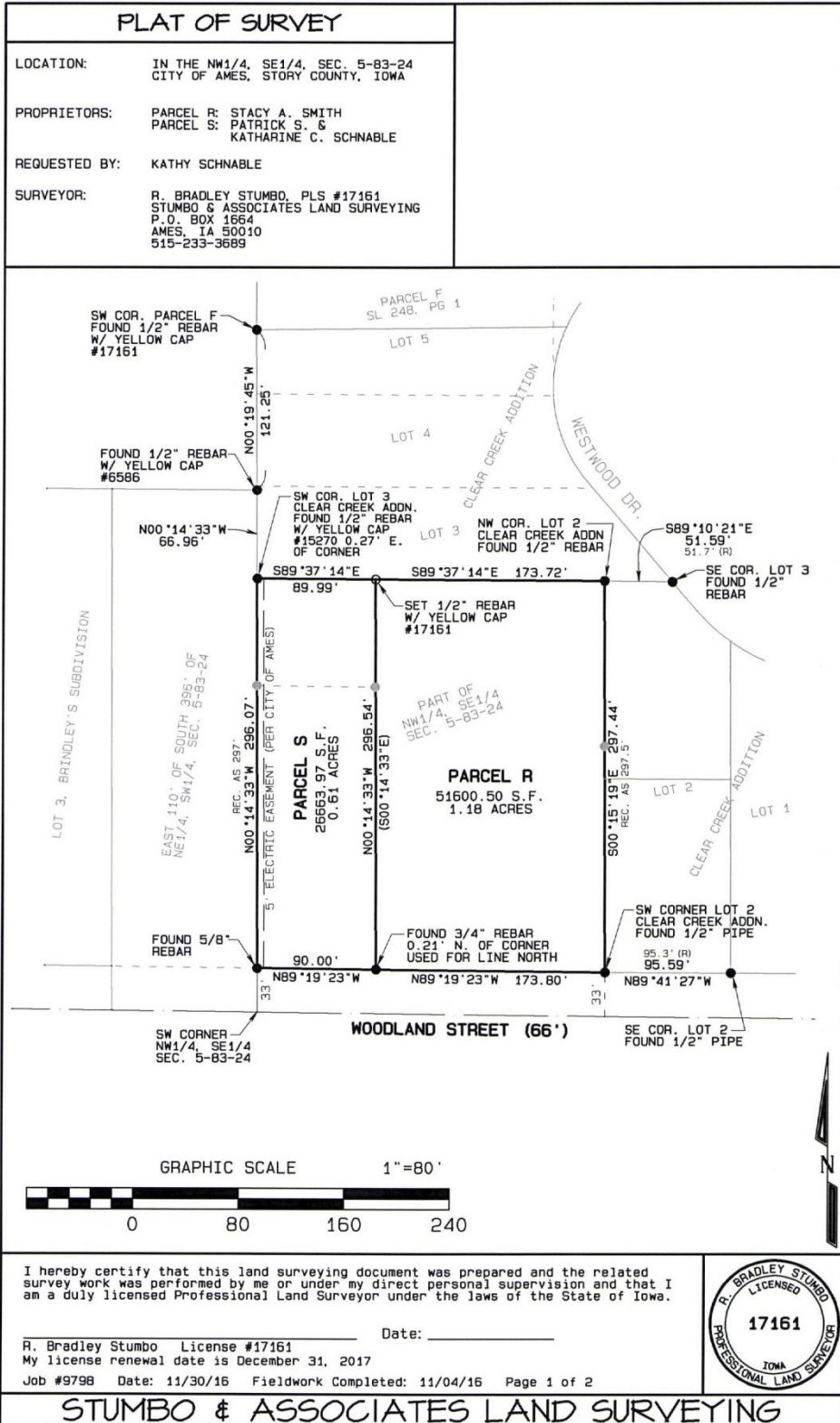
Attachment A- Existing Conditions



Attachment B: Acquisition Plat



Attachment C: Plat of Survey



Survey Description-Parcel 'R':

A part of that tract described in the Quit Claim Deed filed on September 8, 2004 at Instrument No. 04-12415, said tract lying in the Northwest Quarter of the Southeast Quarter of Section 5, Township 83 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, said part being more particularly described as follows: Beginning at the Southwest Corner of Lot 2 in Clear Creek Addition to the City of Ames, said point being on the north line of Woodland Street; thence N89°19'23"W, 173.80 feet along said line; thence N00°14'33"W, 296.54 feet to the North line of the aforementioned tract, said point being on the South line of Lot 3 in said Clear Creek Addition; thence S89°37'14"E, 173.72 feet along said line to the Northeast Corner of said tract, said point also being the Northwest Corner of said Lot 2; thence S00°15'19"E, 297.44 feet to the point of beginning, containing 1.18 acres.

Survey Description-Parcel 'S':

That tract of land described in a Warranty Deed filed on June 15, 1988 in Book 248, Page 325; and a part of that tract described in the Quit Claim Deed filed on September 8, 2004 at Instrument No. 04-12415, said tracts lying in the Northwest Quarter of the Southeast Quarter of Section 5, Township 83 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, all together being more particularly described as follows: Commencing at the Southwest Corner of Lot 2 in Clear Creek Addition to the City of Ames, said point being on the north line of Woodland Street; thence N89°19'23"W, 173.80 feet along said line to the point of beginning; thence continuing N89°19'23"W, 90.00 feet to the west line of said Northwest Quarter of the Southeast Quarter; thence N00°14'33"W, 296.07 feet along said line to the Southwest Corner of Lot 3 in said Clear Creek Addition; thence S89°37'14"E, 89.99 feet along said line; thence S00°14'33"E, 296.54 feet to the point of beginning, containing 0.61 acres.

The Ames City Council approved this Plat of Survey on _____, 2016, with Resolution No. _____. I certify that it conforms to all conditions for approval.

Planning and Housing Director

COUNCIL ACTION FORM

SUBJECT: 13TH STREET AND KELLOGG AVENUE TRAFFIC SIGNAL STUDY

BACKGROUND:

On October 11, 2016, a staff report was presented to City Council regarding the status of the temporary traffic signal at the intersection of 13th Street and Kellogg Avenue. The staff report outlined the history of the hospital expansion project as it relates to the initial purpose of the temporary signal and its use to mitigate increases in traffic volumes along Kellogg Avenue on the west side of the Hospital/Medical Campus. Following the presentation, the City Council directed staff to conduct a study to determine if a permanent traffic signal at the 13th Street and Kellogg Avenue intersection was “warranted.” Presented below are the findings of the warrant study, as well as feedback from the neighborhood. There is also input from Fire Department staff who were asked to provide an operational safety perspective regarding the signal with its proximity to Fire Station 1.

WARRANT STUDY FINDINGS:

The minimum conditions under which installing traffic control signals may be justified are described in Chapter 4C of the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD is the Federal Standard for all traffic control signs, signals, and pavement markings. **It is important to note that following these requirements not only ensures due diligence from an engineering perspective, but also minimizes the City’s liability by documenting the need for traffic control devices. Conversely, deviating from these standards may increase the City’s liability should an incident occur.**

Below is a table that summarizes the warrants analysis (a detailed summary is shown in Attachment 1):

<u>Warrant Description</u>	<u>Condition(s)</u>
Warrant 1 - Eight-hour Vehicular Volume	Not Met
Warrant 2 - Four-hour Vehicular Volume	Not Met
Warrant 3 - Peak Hour Delay/Volume	Not Met
Warrant 4 - Pedestrian Volume	Not Met
Warrant 5 - School Crossing	Not Met
Warrant 6 - Coordinated Signal System	N/A
Warrant 7 - Crash Experience	Not Met
Warrant 8 - Road Network	N/A
Warrant 9 - Grade Crossing	N/A
AWSC Warrant - Multiway Stop	Not Met

A traffic signal can be considered warranted if only one of the conditions is met. However, best practices would suggest that warrants 1-3 should be met before a traffic signal is installed permanently. **The analysis for 13th Street and Kellogg Avenue resulted in none of the minimum warrant conditions being met.**

NEIGHBORHOOD AND HOSPITAL/CLINIC FEEDBACK:

Staff sent notice to residents and businesses within 200 feet of the temporary signal at 13th and Kellogg Avenue requesting feedback on the installation of a permanent signal. Notice was also sent to specific neighborhood representatives who were identified during the hospital expansion project coordination. The comment period was scheduled from November 7th to November 14th with responses received through email, phone message, and electronic response forms. **Specific comments from the neighborhood, Mary Greeley Medical Center, and McFarland Clinic, P.C. are included as Attachment 3.**

Highlights and Common Themes from Public Input:

- A common response was a request to improve safety measures for pedestrians and cyclists at the 13th and Kellogg signal or at the pedestrian crossing in front of the Fire Station.
- If the City does install a permanent traffic signal, input has suggested reviewing the relationship between the signal and the pedestrian crossing near the Fire Station for utility.
- While the proposed signal is detrimental to east-west traffic flow along 13th, there are benefits to pedestrians crossing to Meeker School or to Downtown locations like the Library.
- Responses indicate that the proposed signal would help the traffic that is trying to make left turns, and reduce cut-through traffic heading westbound through the residential neighborhood.
- An alternative location for adding a signal somewhere between Grand Avenue and Duff Avenue would be at 13th Street and Clark Avenue, since it would enhance Clark Avenue as a bike corridor.
- Safety for pedestrians and cyclists is a common theme, but the traffic signal at Kellogg Avenue may not be the best answer.

Comments received appear to be a mixture of pros and cons for the City adding a permanent traffic signal at 13th Street and Kellogg Avenue. Generally, those who are in favor of keeping the signal are looking for a consistent and safe way to cross 13th Street due to a lack of compliance to the current pedestrian signal at Fire Station 1, or they see the signal as a method to mitigate neighborhood cut-

through traffic. Cut-through traffic was one of the main concerns expressed during the Hospital expansion project coordination and staging meetings.

FIRE DEPARTMENT FEEDBACK:

Fire Department command staff also shared their perspective on the operational needs in front of Fire Station 1. They did not feel the signal at 13th and Kellogg has any measurable impact (positive or negative) on their ability to respond to emergency calls. They feel that the motoring public shows a high compliance to yield to fire trucks while operating with lights and sirens. **Fire's biggest concern would be if the pedestrian signal in front of Fire Station 1 was removed, as they feel it would make it unsafe for their staff and vehicles when returning to the station after a call.** There are times when it is necessary to back-in the vehicles using their 13th Street driveway. Fire staff uses the pedestrian signal to stop traffic to provide the time needed for fire trucks to stop on 13th Street and back up into the drive.

Fire staff also believes that over time the motoring public has lost compliance respect for the pedestrian signal due to its infrequent use. This is because the pedestrian signal stays green except when responding to a fire call or when someone pushes the pedestrian button to cross 13th Street. Fire staff suggested that Public Works look at the setup of Fire Station #2 in Ankeny at 665 SE Oralabor Road. That fire station uses a High-intensity Activated crossWalk K beacon (HAWK) to manage traffic along Oralabor Road. A HAWK signal rests completely dark until it is activated, then goes through a sequence of yellow indications ending with red. After the sequence is complete, it returns to dark operation (see Attachment 2). It should be noted that a HAWK can also be referred to as a "Pedestrian Hybrid Beacon".

ALTERNATIVES:

1. Direct staff to convert the existing pedestrian signal at Fire Station 1 to a High-intensity Activated crossWalk beacon (HAWK) and, once operational, to remove the temporary traffic signal at 13th Street and Kellogg Avenue. (estimated cost = \$5,000)
2. Direct staff to convert the existing pedestrian signal at Fire Station 1 to a High-intensity Activated crossWalk beacon (HAWK), and include a permanent traffic signal at 13th Street and Kellogg Avenue in the Capital Improvement Program. Under this alternative, until the permanent signal is installed, the City will continue to rent and operate the temporary signal at this intersection. (estimated CIP cost = \$375,000)

This option would permanently install a traffic signal at the intersection once funding has been identified and budgeted. It should be noted that permanent installation of a signal at this location will require additional right of way, most likely by easement, on each of the corner properties to meet clear zone safety requirements. This would also mean the City would assume the extra liability of installing an unwarranted traffic control device.

3. Direct staff to convert the existing pedestrian signal at Fire Station 1 to a High-intensity Activated crossWalk beacon (HAWK), and place a partial diverter (see Attachment 4) at the West side of the 12th Street and Kellogg Avenue intersection. That partial diverter would inhibit traffic from traveling westbound into the neighborhood along 12th Street. This option would also include the removal of the temporary signal. (estimated cost = \$12,500)
4. Direct staff to develop additional alternatives.

MANAGER'S RECOMMENDED ACTION:

Staff has heard throughout this process that there is a need to improve the long-term pedestrian crossing safety of those people traveling north-south across 13th Street in this area. There is also concern regarding cut-through traffic traveling west through the neighborhoods. Because the 13th and Kellogg intersection did not meet any signal warrants, the City Staff cannot offer a professional recommendation that supports the installation of a permanent traffic signal.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as stated above. However, if the City Council would like to identify an alternative that speaks to the two concerns expressed in the public feedback, then Alternative No. 3 could be considered.

Attachment 1: Detailed Warrant Summary

WARRANT 1, EIGHT-HOUR VEHICULAR VOLUME

Standard:

The need for a traffic control signal shall be considered if an engineering study finds that one of the following conditions exist for each of any 8 hours of an average day:

- A. The vehicles per hour given in both of the 100 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; or*
- B. The vehicles per hour given in both of the 100 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.*

In applying each condition the major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of these 8 hours.

Table 4C-1. Warrant 1, Eight-Hour Vehicular Volume

Condition A—Minimum Vehicular Volume

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	500	400	350	280	150	120	105	84
2 or more	1	600	480	420	336	150	120	105	84
2 or more	2 or more	600	480	420	336	200	160	140	112
1	2 or more	500	400	350	280	200	160	140	112

Condition B—Interruption of Continuous Traffic << does not apply

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	750	600	525	420	75	60	53	42
2 or more	1	900	720	630	504	75	60	53	42
2 or more	2 or more	900	720	630	504	100	80	70	56
1	2 or more	750	600	525	420	100	80	70	56

^a Basic minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

^d May be used for combination of Conditions A and B after adequate trial of other remedial measures when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Hour	Major Street (Total of both approaches)	Minor Street (Higher Vol Approach)	Condition
	> 600 VPH	> 150 VPH	
12:00 AM		46	5 < Not Met
1:00 AM		28	5 < Not Met
2:00 AM		20	2 < Not Met

3:00 AM	32	0	< Not Met
4:00 AM	45	0	< Not Met
5:00 AM	135	5	< Not Met
6:00 AM	418	10	< Not Met
7:00 AM	868	33	< Not Met
8:00 AM	756	26	< Not Met
9:00 AM	574	31	< Not Met
10:00 AM	521	37	< Not Met
11:00 AM	603	43	< Not Met
12:00 PM	677	49	< Not Met
1:00 PM	687	67	< Not Met
2:00 PM	635	48	< Not Met
3:00 PM	820	80	< Not Met
4:00 PM	808	110	< Not Met
5:00 PM	855	104	< Not Met
6:00 PM	639	42	< Not Met
7:00 PM	374	24	< Not Met
8:00 PM	299	29	< Not Met
9:00 PM	251	14	< Not Met
10:00 PM	142	18	< Not Met
11:00 PM	85	11	< Not Met

Green highlight indicates that half of the criteria is met, both criteria must be met in each respective hour for that hour to be counted.

WARRANT 2, FOUR-HOUR VEHICULAR VOLUME

Standard:

The need for a traffic control signal shall be considered if an engineering study finds that, for each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) all fall above the applicable curve in Figure 4C-1 for the existing combination of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these 4 hours.

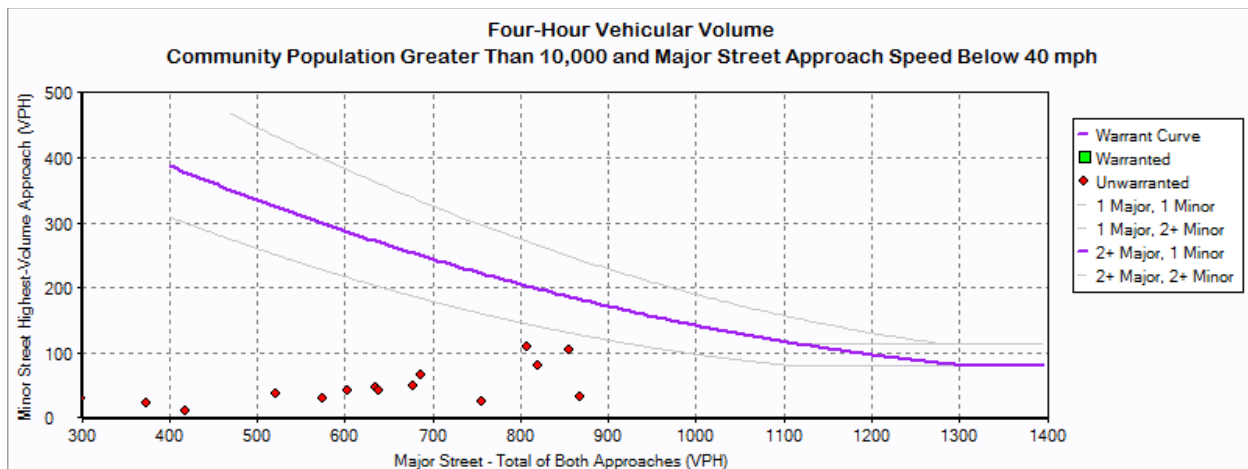


Figure 4C-1

WARRANT 3, PEAK HOUR

Standard:

This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.

The need for a traffic control signal shall be considered if an engineering study finds that the criteria in either of the following two categories are met:

- A. If all three of the following conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:
 1. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach; and
 2. The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and
 3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.
- B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.

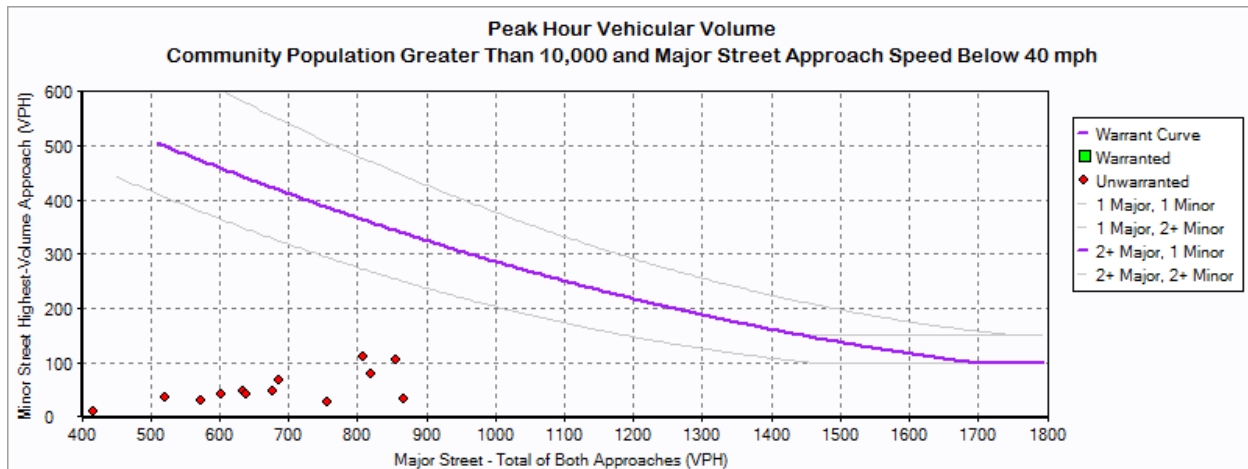


Figure 4C-3

WARRANT 4, PEDESTRIAN VOLUME

Standard:

The need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that one of the following criteria is met:

- A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in Figure 4C-5; or
- B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in Figure 4C-7.

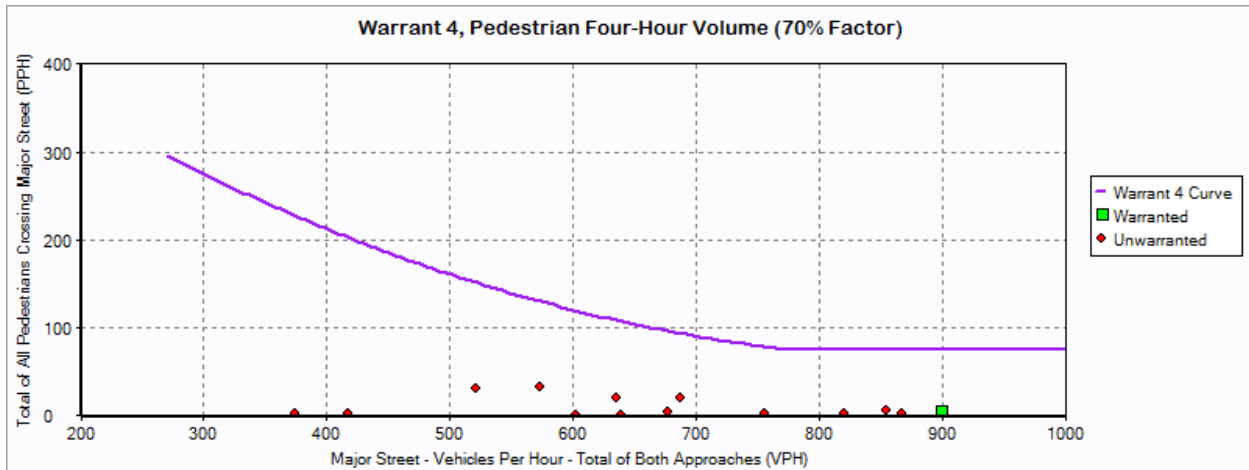


Figure 4C-5

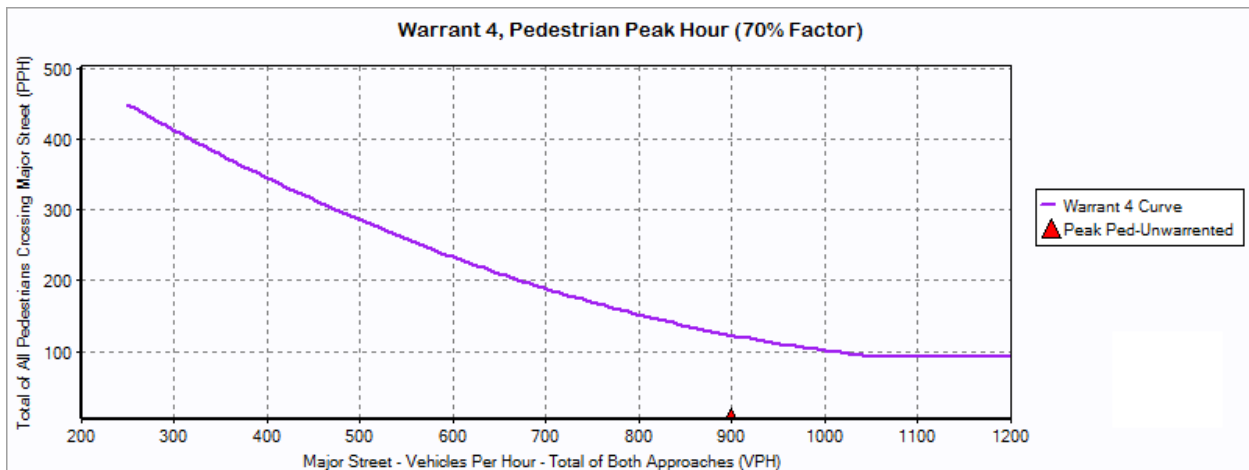


Figure 4C-7

WARRANT 5, SCHOOL CROSSING (Data collected 10/18/2016, 72°)

Standard:

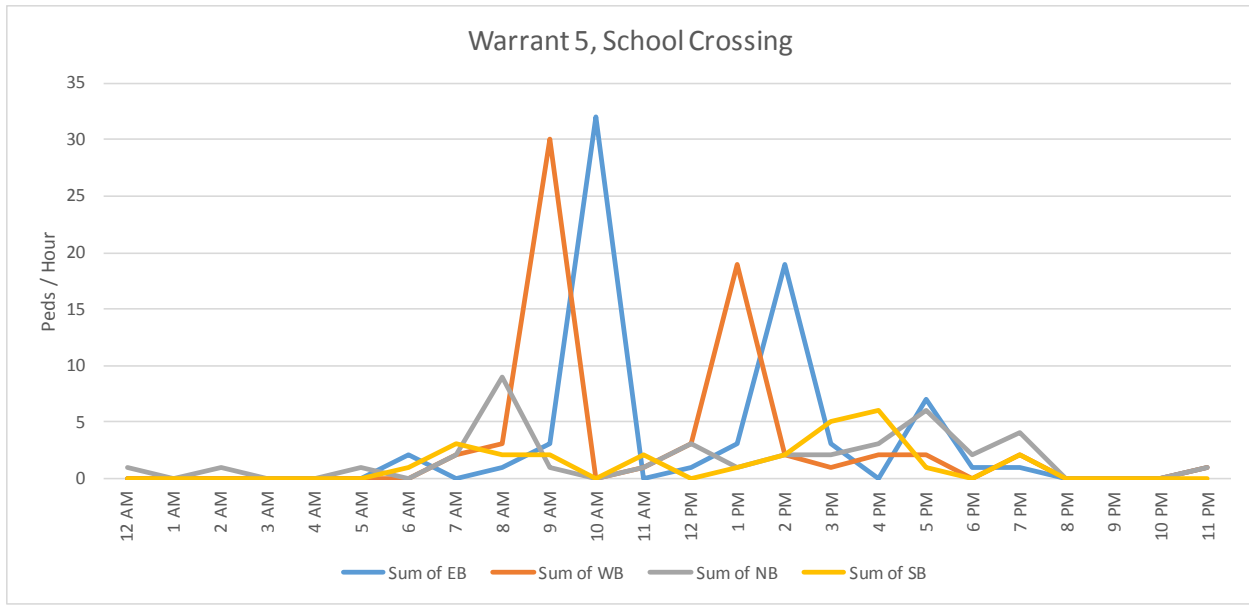
The need for a traffic control signal shall be considered when an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of groups of schoolchildren at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the schoolchildren are using the crossing is less than the number of

minutes in the same period (see Section 7A.03) and there are a minimum of 20 schoolchildren during the highest crossing hour.

Before a decision is made to install a traffic control signal, consideration shall be given to the implementation of other remedial measures, such as warning signs and flashers, school speed zones, school crossing guards, or a grade-separated crossing.

The School Crossing signal warrant shall not be applied at locations where the distance to the nearest traffic control signal along the major street is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.

Hour	EB	WB	NB	SB	Number of School Aged Children (K-12)
12 AM	0	0	1	0	
1 AM	0	0	0	0	
2 AM	0	0	1	0	
3 AM	0	0	0	0	
4 AM	0	0	0	0	
5 AM	0	0	1	0	
6 AM	2	0	0	1	
7 AM	0	2	2	3	
8 AM	1	3	9	2	4 of 9 are Students
9 AM	3	30	1	2	daycare group WB, does not cross 13th
10 AM	32	0	0	0	daycare group EB, does not cross 13th
11 AM	0	1	1	2	
12 PM	1	3	3	0	
1 PM	3	19	1	1	daycare group WB, does not cross 13th
2 PM	19	2	2	2	daycare group EB, does not cross 13th
3 PM	3	1	2	5	2 of 5 are Students
4 PM	0	2	3	6	
5 PM	7	2	6	1	
6 PM	1	0	2	0	
7 PM	1	2	4	2	
8 PM	0	0	0	0	
9 PM	0	0	0	0	
10 PM	0	0	0	0	
11 PM	1	1	1	0	



There were found to be 123 gaps of adequate length for a school aged child to crossing 13th Street during the crossing interval for school. Therefore, the gapping criteria was not met (gaps < interval minutes; 123 < 60).

WARRANT 7, CRASH EXPERIENCE

Standard:

The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria are met:

- A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and*
- B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and*
- C. For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent columns of Condition A in Table 4C-1 (see Section 4C.02), or the vph in both of the 80 percent columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.*

Manner of Crash/Collision Impact	
Rear-end (front to rear)	1
Angle, oncoming left turn	2
Broadside (front to side)	1
Sideswipe, same direction	1
	5

Surface Condition Summary	
Dry	4
Snow	1
	5

Major Cause Summary	
2 FTYROW: Making left turn	1 Driving too fast for conditions
1 Passing: With insufficient distance/inadequate visibility	1 Other (explain in narrative): Other

In the a 12-month period it was found that 2 of 5 crashes were potentially correctable with the installation of a traffic signal.

ALL-WAY STOP CONTROL (AWSC) WARRANT (MUTCD, CHAPTER 2B.07)

Guidance:

The decision to install multi-way stop control should be based on an engineering study.

The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
 - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
 - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
 - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.































Hour	Major Street > 300 VPH	Minor Street (Higher Vol Approach) > 200 Vehs+Peds+Bikes	Minor-street vehicular delay (sec)	Condition
12:00 AM	46		6	< Not Met
1:00 AM	28		5	< Not Met
2:00 AM	20		3	< Not Met
3:00 AM	32		0	< Not Met
4:00 AM	45		0	< Not Met
5:00 AM	135		6	< Not Met
6:00 AM	418		11 Delay = 8 sec / veh	< Not Met
7:00 AM	868		38 Delay = 8 sec / veh	< Not Met
8:00 AM	756		37 Delay = 7 sec / veh	< Not Met
9:00 AM	574		34 Delay = 7 sec / veh	< Not Met
10:00 AM	521		37 Delay = 6 sec / veh	< Not Met
11:00 AM	603		46 Delay = 7 sec / veh	< Not Met
12:00 PM	677		52 Delay = 8 sec / veh	< Not Met
1:00 PM	687		69 Delay = 6 sec / veh	< Not Met
2:00 PM	635		52 Delay = 8 sec / veh	< Not Met
3:00 PM	820		87 Delay = 8 sec / veh	< Not Met
4:00 PM	808		119 Highest Vol Hour Delay = 8 sec / veh	< Not Met
5:00 PM	855		111 Delay = 9 sec / veh	< Not Met
6:00 PM	639		44 Delay = 8 sec / veh	< Not Met
7:00 PM	374		30 Delay = 8 sec / veh	< Not Met
8:00 PM	299		29	< Not Met
9:00 PM	251		14	< Not Met
10:00 PM	142		18	< Not Met
11:00 PM	85		12	< Not Met

Green highlight indicates that half of the criteria is met, both criteria must be met in each respective hour for that hour to be counted.

The data did not meet the minimum criteria for either the minor street approach volumes or the respective delay seen by the minor street approach.

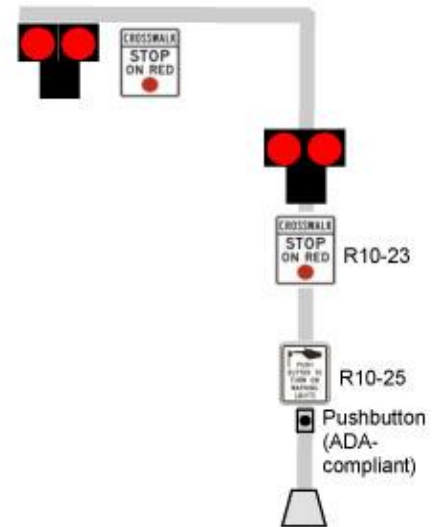
Attachment 2: HAWK Signal Sequence

Sequence for Coordinated HAWK, Bicycle and Pedestrian Signal.

Interval	Motor Vehicle	Bicyclist	Pedestrian
1			
2	 Flashing Yellow		
3			
4			
4			
5			
6			
7			
8	 Alternating Flashing Red		
1			



Pedestrian Hybrid Beacon



Attachment 3: Feedback received from Neighborhood and Hospital/Clinic

Residents within neighborhoods near 13th and Kellogg:

- *I think a permanent light with sensors would be great. Right now traffic on 13th has to stop every 65 seconds no matter what - which I think is a waste of brake pad wear and gas.*
- *I am a parent of two daughters who attend Meeker elementary school. I walk them to school every day. The traffic light at 13th and Kellogg has improved the safety of our walk. Fewer cars run that light; they used to run the fire station light far more frequently because that is an irregular light. Making the light at 13th and Kellogg would actually improve its safety because then we could have additional pedestrian paint and signs permanently added to the area. At a recent city council meeting discussing the issue, it was brought to my attention that the city tentatively planned to install a light at 13th and Clark. I would support this as a viable alternative, but I would caution you to consider the traffic slow-down caused by the McFarland driveways, and so perhaps the light at 13th and Kellogg helps to dissipate that a bit. In short, both pedestrians and cyclists would benefit from a permanent traffic light at an intersection between Duff and Grand. Making the temporary light at 13th and Kellogg permanent is a great choice, but 13th and Clark is a good back-up plan.*
- *I do not see a permanent stoplight at 13th and Kellogg as being necessary.*
- *Having a stoplight at 13th and Kellogg is nice for pedestrian traffic but it does not make sense to have one so close to two other stoplights--Fire Department and 13th and Duff.*
- *[I am a Burnett Avenue resident] and I am writing to share my opinion the proposal to make the light at 13th and Kellogg permanent. [I live on the 1400 block of Burnett Avenue] in Ames so I frequently find myself traveling through this intersection if I am traveling on 13th to/from Duff or I-35 or if I exit my alley (between Burnett and Kellogg) and want to get to/from Duff or Downtown.*

I have detested this streetlight since its installation because it seems to default to red on 13th and green on Kellogg. 13th is already plagued by too many stoplights. For example, driving to my job at ISU, I often get stopped at Grand, Northwestern, and Ridgewood in sequence.

My wife, on the other hand, loves the light because it is helpful to cross 13th when she is traveling with our kids to downtown destinations like the library. Apparently the families that live south of 13th use it to cross north to get their kids to Meeker. She says that cars don't stop for the stop light at the fire station, though I have never witnessed such behavior.

As much as I dislike the light personally, I see the value it helping kids get to school. I would ask that if the light is made permanent that it default to green on 13th to help keep traffic moving. Also, I would suggest moving it to Burnett because that is halfway between Grand and Duff. Burnett also has Meeker, the LifePoint Church, and the Fire Station on it so it makes sense that a more trafficked street might be a better place for a light. To the best of my understanding the light was put there to ease traffic associated with hospital construction. Now that the construction traffic is nearly gone, why not put it in the best place for long-term traffic?

Thank you for reading my concerns. I truly appreciate that the City of Ames takes residents input into consideration when making these sorts of changes.

- *We live [on the 1200 block of Kellogg Avenue] and we've found that it doesn't seem to make much of a difference on the traffic flow since the hospital no longer uses Kellogg as a major exit.*

If the stop light was gone, we would be concerned for the school children who use it to cross thirteenth street on their way to and from Meeker.

- *I really love the Kellogg/13th stoplight. As a family who often walks and rides bikes downtown from our house at Burnett & 15, we love having a light to cross at that doesn't involve going all the way west to Grand or east to Duff. The Fire Station light was helpful before this light, but we would need to get on the sidewalk, ride to the light, cross, get on the sidewalk to go east or west to a street, then reenter traffic at the street. Personally, I think it's also great when driving north or south at busy times of day. Turning left onto 13th can be difficult at times and this is a way to enter it easily. I have not noticed any problems when I drive on 13th. I feel that the light is responsive to traffic, but I'm not unnecessarily waiting or stopping. Please consider keeping this light for the pedestrians and bicyclists in the area and as well as those leaving MGMC or McFarland Clinic. Thank you!*
- *Thoughts about making the light permanent:*

I live on Burnett and use the intersection of 13th and Burnett. I have little issue with accessing 13th St. from Burnett. Nor is crossing 13th St. at the Burnett intersection an issue for me. Without actually experiencing the Kellogg and 13th intersection on a regular basis, I'm assuming it would be quite similar to Burnett and 13th. There are multiple ways in which to exit the neighborhood other than 13th St. in the high traffic work related times of early morning or late afternoon, for example, the lights at 9th & Duff or 9th & Grand.

It doesn't seem that pedestrian crossing would be a problem since 1/2 block away is an established pedestrian crossing in conjunction with the light used when Fire Trucks stop traffic to access 13th St. on a call. It also seems that a

crossing for pedestrians on a street with only 2 way traffic is much safer than a four way intersection with straight away traffic, as well as left turns and right turns, with the light and on red as well. Those four way intersections are risky for pedestrians all around the city.

From the background information on page 1 of the Staff Report, since this intersection is never identified as a signal intersection in the planning process and the cost of permanent signalization is quite significant, plus the temporary signalization has rather dramatically increased the accident rate at the intersection, it seems that this is not a sensible idea.

In looking at the 4 options to consider for a change from a temporary to permanent traffic signal at 13th & Kellogg, the one option that I would consider as meaningful to the neighborhood is missing for me.

Those of us living near 12th Street originally spoke for closing the entrance/exit of the hospital and McFarland parking area at 12th & Kellogg permanently in conjunction with the hospital construction out of concern for the straight away high speed traffic to and from those parking areas from Grand Ave. 12th Street has been very dangerous for cyclists and pedestrians because of this high speed automobile traffic by medical staff (and others) going to and from work. This street is 4 blocks long from Grand to Wilson, from Wilson to Clark, from Clark to Burnett, and from Burnett to

Kellogg with a mix of a 2-way stop, a 4-way stop, and yields for motorized traffic. However, only two of those blocks have continuous sidewalks on both sides of the block; one from Grand to Wilson and one from Burnett to Kellogg. The other two blocks in between have only partial or no sidewalk at all. This represents a dangerous situation because it means that pedestrians have only the street to walk on - sharing it with high speed traffic.

So a study that could be meaningful for the North Old Town neighborhood would be to determine if a permanent light at Kellogg & 13th St. would encourage use of that intersection and alleviate the high speed traffic on 12th St. to/from Grand Ave.

If this problem of 12th St. traffic is not considered as a study option, then my opinion is that the permanent light at 13th and Kellogg is not justified with the information at hand.

I am not resending input previously sent to the council prior to its Oct 11 meeting, but am happy to do so if needed. I did have a chance to watch a recording of that meeting and learned that the intersection of Clark & 13th was being considered for a traffic signal and pedestrian/bike crossing in a long-term plan. This was something I and others in the neighborhood weren't aware of. Many of the neighbors I spoke with would be in favor of a light at 13th and Clark for school

crossing purposes. It might in fact offer some advantages for students coming from the Roosevelt area. Unfortunately, a signal at Clark would not address two other concerns that were raised but didn't get much attention at the council meeting. The signal at Kellogg really does help McFarland patients to enter and exit their parking lot from 13th by slowing down traffic. Likewise, it encourages vehicles exiting McFarland/MGMC at 12th to go up to 13th for a left turn rather than driving through the neighborhood. I'm sure there are other measure that could work to calm and/or redirect traffic in the area but it would be nice to assess them and see them implemented before or at the same time that the signal at Kellogg was removed. I would also hope that if the light at Kellogg is removed that the timeline for studying and installing a signal at Clark is accelerated. The mid-block crossing at the fire station really is not safe.

- *This stoplight has been a great addition to the neighborhood. As a resident of this area, it allows us a much safer way to gain access to get onto 13th Street especially during the busy times of the day.*

Having the crosswalk signal light at this corner provides safety for the children that live south of 13th Street to cross 13th Street to attend Meeker School. People that ride bicycles (since we are bicycle friendly city) gives them a safer crossing. Trying to find a good gap in traffic to be able to cross was a challenge.

Another good reason for having the stoplight at this corner. Traffic that is coming from the south on Kellogg and want to make either a left or a right turn onto 13th Street have a much safer change now. Looking to the west, there is a nice jog in the road, a light pole and a house that blocks line of sight. A vehicle has to pull across the cross walk just get a good view before getting onto 13th. Also looking to the east there is a nice corner display at the McFarland Clinic corner that provides sight problems for a smaller vehicle to see around.

Also all the delivery trucks that supply products to the hospital and clinic have a better access to get back onto 13th Street. A larger vehicle like a semi takes time to get up to speed, remember with the sight impairments and finding a good gap in traffic is a safety issue.

The traffic signal is a good addition for many reasons. For the traffic on Kellogg to make their turns, the light does not stay green as it does for the traffic on 13th. But it does provide safer access to pedestrians, school children, bicyclers, commercial traffic and traffic.

- *I would have filled out whatever survey form, but when I went to that option this evening, it was closed.*

I hope you are still accepting input. I use the stop light at this corner in walking my dog, walking myself and in biking. I live [on the 1100 block of Burnett Avenue], am 72 years old and exercising helps me keep my mobility and health.

Also, I don't drive or own a car.

When biking, it is much more safe to cross 13th St. at the Kellogg corner than either the Grand or Duff corner. The same is true for walking with 4 lanes of traffic crossing and turning. Some motorists are scarcely aware of pedestrians and bikers.

My other choice between Burnett and Kellogg is to use the hand activated traffic light next by the Fire Station. When I use that crossing, traffic is stopped for a longer time than when I cross using the red light at Kellogg & 13th. I have timed both.

My neighborhood, The North Old Town Neighborhood, was one group that lobbied for a temporary light at that location during Mary Greeley construction. The neighborhood also wants to encourage 13th St. motorists to not speed in those couple of blocks between Grand and Duff. 13th St. has become an artery parallel to Lincoln Way in the East West traffic flow of Ames. I believe the cost of a permanent light, something between \$350,000 and \$375,000 is reasonable for the North edge of some of Ames oldest, most distinguished homes. Thought not part of The Historic District, the North Old Town Neighborhood contributes substantially to Ames tax revenue.

Response from McFarland Clinic, P.C.

*I am writing in response to the traffic light being proposed at the corner of Kellogg and 13th street. McFarland Clinic owns the property along Kellogg to 13th street to this intersection. **There is no concerns about this traffic light becoming a permanent light to help control traffic flow.***

I would request the wood pole that was temporarily placed in the southeast corner be removed as it creates a conflict with anyone walking side by side up to this intersection. This pole is sitting tight against our sidewalk and the current crosswalk push buttons extends into the sidewalk space. This has caused personal injury to people who bump into this push button and it was reported that bicycle riders have expressed concerns to my facility grounds people as they think we install it. Last year when we were removing snow on the sidewalk our snow tractor bump into this same button that extends into the walkway and broke out a window in the cab. So safety and clearance is a significant issue on this corner.

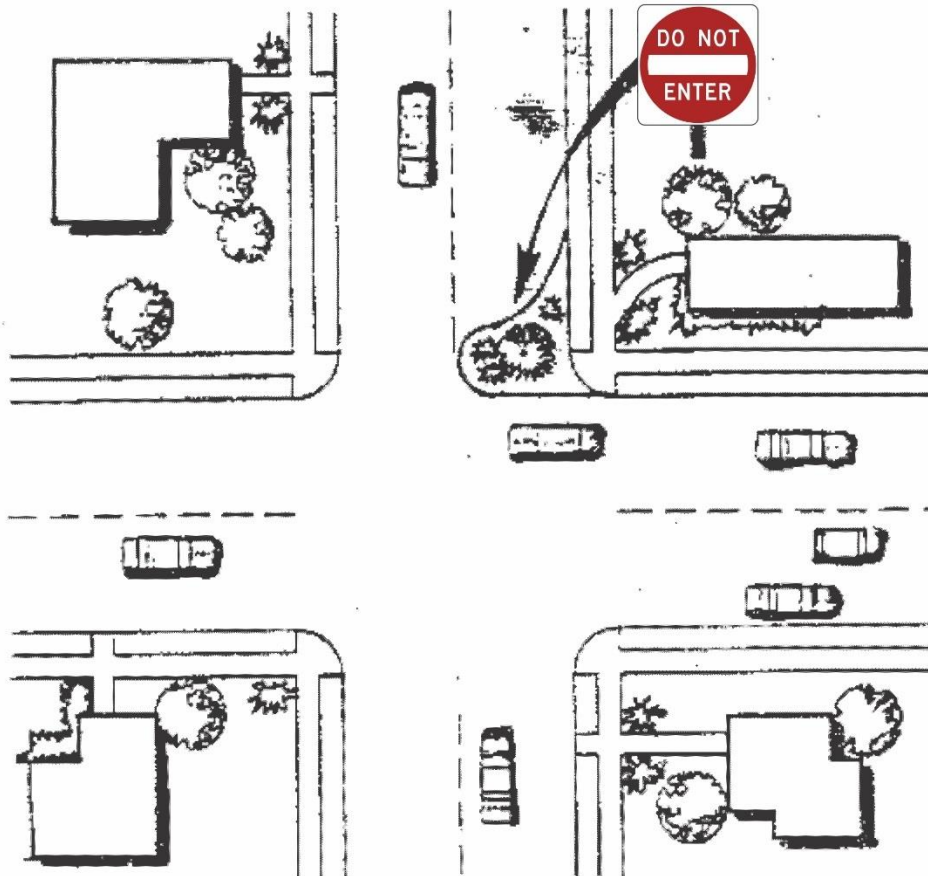
Please consider any future traffic light poles to be installed in the NE corner off 13th street and Kellogg and the SW corner of Kellogg and 13th back further from intersection for visibility. I also suggest not to consider it on the SE corner because there are many utilities running through this corner next to our parking lot that feed new services into the hospital and the safety concerns raised previously.

Response from Mary Greeley Medical Center:

MGMC is in favor of the City installing a permanent traffic stoplight at this location. It would support neighborhood harmony and safety by providing a controlled intersection on the west side of campus, thus discouraging cars from cutting through the neighborhood and providing a safe west turn on 13th.

We would suggest that the pedestrian control on the stoplight near the fire station on 13th be removed if this permanent traffic light is installed.

Attachment 4: Example Partial Diverter at Intersection



COUNCIL ACTION FORM

SUBJECT: 2016/17 US 69 IMPROVEMENTS PROGRAM (S. DUFF AVENUE SAFETY AND ACCESS PROJECT)

BACKGROUND:

On November 22, 2016, the City Council accepted the report of bids for the 2016/17 US 69 Improvements Program (S. Duff Avenue Safety and Access Project), approved the final plans and specifications for this project, and delayed the award of the project until December 13, 2016. Because the City received a high bid, the project was determined to be \$162,899 over budget (not including a needed contingency amount nor contract administration costs). The delay of award was to provide the extra time needed to negotiate a funding agreement for the construction phase of the project with Walmart and Hunziker to cover these increased costs.

Since that time, staff in the Public Works and Legal Departments has been working to complete the funding agreement, as well as a cross-access easement on Walmart's property. It appears that more time will be needed to finalize these items to get approval from Walmart's corporate offices in Arkansas. Staff is also still evaluating if design alternatives may exist for the project. **Therefore, staff is recommending that City Council keep the hearing open until the following meeting on December 20, 2016.**

ALTERNATIVES:

1. Extend the hearing for the 2016/17 US 69 Improvements Program (S. Duff Avenue Safety and Access Project) until December 20, 2016.
2. Direct staff to reject or make modifications to the project.

MANAGER'S RECOMMENDED ACTION:

Keeping the public hearing open will provide the additional time for staff to complete the evaluation of plans along with the agreements for cost sharing and cross-access to determine if all three parties can fund the higher costs. Staff will bring this project back to the City Council at its December 20th meeting.

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

COUNCIL ACTION FORM

SUBJECT: COMMUNITY SOLAR PROJECT DIRECTION

BACKGROUND:

Ames electric customers have shown an interest in the development of a community solar photovoltaic (PV) power project in Ames. A community solar project allows electric customers the opportunity to share some of the benefits of solar power, even if they cannot, or prefer not, to install solar panels on their own home, business or property.

In response to this interest in a community solar project, the City contracted with Wind Consulting, LLC to evaluate options for the development of a large community solar project in Ames. Three basic options were evaluated.

- Option 1 is for the City to develop, finance, and own the solar project. All costs would be essentially socialized or spread among all customers, just like the costs for the City's wind energy contract. In essence, all customers would pay to participate in the project.
- Option 2 is for the City to develop, finance, and own the solar project. However, Ames customers would have the option to participate by investing in the project. Only those who participate would share in the costs and benefits of the project.
- Option 3 is for a for-profit company to build and initially own the solar project, and to sell the City the solar power. This private/public option could be attractive since the City is a non-profit entity and cannot take advantage of the federal income tax benefits available for solar projects. After six years of operation, the City would have the option of purchasing the solar project from the for-profit company at a greatly reduced cost. Under this option, individual Ames customers would have the option to participate in the project. Only those who participate would share in the costs and benefits of the project. It should be noted that Option 3 is similar to the approach used by the Cedar Falls Municipal Utility for their new community solar project.

On October 18, 2016 EUORAB and the City Council held a joint workshop regarding Community Solar. Tom Wind from Wind Consulting LLC presented his report on the three possible financial models. Subsequently, the City's Electric Utility Operations Review and Advisory Board (EUORAB) held a meeting on November 1, 2016 to discuss the report findings and to hear from staff and the public. Both the staff and the public present at the meeting favored Option 3, Third Party Ownership with Customer Participation.

Option 3 provides the following advantages:

- Third party ownership allows the project to benefit from income tax credits and potentially allows the electric customers to benefit from a future buy-out option. In this way, the cost of the solar power would most likely be less expensive than with Options 1 or 2.
- Allowing electric customers to make contributions to support the development and construction of a community solar array will gauge the level of customer interest in the project through participation.
 - Success of this community solar project will happen only if there is adequate individual participation.
- Some customers with an interest in solar power may not be able to install or own their own solar array for various reasons, such as: 1) they are renters, 2) their roof or property is not suitable for a solar array, 3) they do not want the hassle of doing their own solar array, or 4) their electricity usage is too low to make a small solar array economically viable. By allowing individual customers to participate in a community solar project, these customers can directly receive the benefits of solar energy.
- It should be emphasized that the actual delivered cost of the solar power will be higher than the cost of the City's other sources of power in the near term, and there is no assurance that this solar power will ever be less expensive.

At the November 1, 2016 EUORAB meeting, EUORAB voted to support Option 3 and forward this recommendation to the City Council for consideration.

ALTERNATIVES:

1. Accept the recommendation by EUORAB to pursue a Community Solar model, owned by a third party with voluntary retail customer contributions (Option 3 above), and direct staff to explore potential sites, engage a consultant if necessary, develop a participation program, and develop a Request for Proposal (RFP).
2. Direct staff to consider an alternate financial option.

MANAGER'S RECOMMENDED ACTION:

The City strongly supports the addition of community solar to the generation portfolio within Electric Services. This action falls directly in line with the Council goal of *Expanding Sustainability Efforts* agreed to on March 26, 2016. In addition, allowing electric customers the ability to directly participate will support and promote a "sense of one community" between the utility and its electric customers.

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

COUNCIL ACTION FORM

SUBJECT: INITIATION OF AUBURN TRAIL SUBDIVISION ANNEXATION ALONG HYDE AVENUE

BACKGROUND:

The City of Ames received an annexation petition from Hunziker Land Development LLC, representing a 69.9-acre parcel owned by Erben and Margaret Hunziker Apartments LLC. The property has an address of 4605 Hyde Avenue, lying on the west side of Hyde Avenue immediately north of Bloomington Heights and south of Rose Prairie. The owner refers to it as Auburn Trail site. A location map is found in Attachment A. **The applicant requests that the City Council authorize an annexation area that is 100% voluntary and allows for 50-foot wide strip of land to remain as county land along the south boundary of the site.**

While the applicant is asking the City Council to define the boundaries of the annexation, the staff is also asking if additional properties should be added to the annexation request with the 80/20 rule to reduce or eliminate the enclave of county properties along Hyde Avenue. Additional properties to the west of Auburn Trail can be added to the annexation territory to expand the overall annexation.

The Auburn Trail land lies within the Allowable North Growth Area of the Land Use Policy Plan. It is also designated Urban Residential in the Ames Urban Fringe Plan. These designations allow for the annexation and development of the land. An excerpt from the Urban Fringe Plan is found in Attachment B.

This Hunziker property was the subject of a pre-annexation agreement in 2013. The owner entered into an agreement with the City of Ames, among other things, for cost sharing on infrastructure and to seek annexation by July of 2015. The agreement also referenced that the property owner would try to complete a voluntary annexation application with the remaining property owners along Hyde Avenue to close the current gap. If the voluntary annexation was not possible, Hunziker could propose annexation with a 50-foot wide remainder strip along the north boundary that would not be included in the annexation to allow for the majority of the property to be annexed and developed.

Properties to the north and east of the Auburn Trail site remain in unincorporated Story County and are not seeking voluntary annexation at this time. This is problematic in that the annexation of the entire Auburn Trail property is precluded by state law since it would create an island of unincorporated land surrounded by a city if these properties do not join in the annexation. Under state law, a minimum of a 50-foot wide area that connects the area to other county land is necessary to avoid creating an island. The unincorporated properties adjacent to the site are owned by:

Hyde Avenue Property Owners	Acres
Leroy and Sue Sturges	36.12
Rose Prairie LLC	3.42
Paul and Margot Eness (two properties)	10.53
Mark Taylor and Allison Eness	1.24
Clayton Gregg and Julie Schwery	1.17
Roger and Lori Hamblin	6.99

ANNEXATION OPTIONS:

Due to the size of the properties that make up of the county enclave along Hyde there are distinct choices to be made on how to address current and future annexation strategies in the North Growth area. The decision of how to proceed involves consideration of the properties to the west that adjoin the Auburn Trail property, including the railroad right-of-way, Northridge Heights stormwater detention outlot, the Ames Golf and Country Club and Irons Subdivision, and the Borgmeyer farm.

City Council invested a substantial amount of staff time in FY 12/13 in trying to encourage participation of the property owners along Hyde to annex along with Quarry Estates and Hunziker properties. Only the Frame families chose to annex in 2013 and the remaining property owners had no interest in annexation, even with an incentive of reduced connection fees to City utilities if they did annex in 2013. The applicant has also been in contact with the remaining property owners and believes there continues to be no interest in joining a voluntary annexation application.

Staff has identified three approaches that the City Council can consider for annexing the Auburn Trail land. Two of the options require a rural subdivision of land creating a 50-foot wide strip of county land prior to moving forward on the annexation, and one option is to delay the annexation to include the additional lands of the Ames Golf and Country Club to eliminate enclave of county properties along Hyde. Staff describes with each option below the process for eventual annexation of the remaining properties.

Option 1: Auburn Trail Property Only

This is the option requested by the developer. It would require submitting a subdivision plat that would carve off a 50-foot strip along the south line of the parcel and a 50-foot strip at the northeast corner of the parcel. The developer prefers this option because most of the south area would be used for stormwater treatment and would not be affected by the annexation. Two City streets would still cross through the 50-foot strip to connect to the existing neighborhood to the south.

It would not include any non-consenting owners under the 80/20 rule. It would also include an amendment to the pre-annexation agreement to adjust where the 50-foot strip of land to the county may be located.

If this option were adopted, the properties owned by Sturges, Rose Prairie, Eness, Taylor/Eness, Gregg/Schwery, and Hamblin would be connected to the remainder of unincorporated Story County via those 50-foot strips. Sturges could always annex with or without other properties as they do not create an island with their eventual annexation. **Any annexation of these remaining properties in the future, or of the south 50-foot strip that was carved off, would require the consenting annexation of the Ames Golf and Country Club and The Irons Subdivision (both secured previously by covenant) and the Borgmeyer farm property.** Neither the Ames Golf and Country Club lands or the Borgmeyer lands on their own are large enough to 80/20 all of remaining properties and would need to be combined in a future annexation to eliminate the Hyde Avenue enclave if they are not combined with Auburn Trail at this time.

With this option the Auburn Trail property would be a 100 percent consenting annexation, and is further than two miles from Gilbert, thus not requiring action by the City Development Board in Des Moines that extends the timeline of annexation. This is the quickest option to bring the Auburn Trail land into the City.

Attachment C shows the annexation that would be done initially with just Auburn Trail. The stipple patterned lands are what would be included with any subsequent annexation to eliminate the Hyde enclave.

Option 2: Auburn Trail and Partial 80/20 of properties along Hyde

This option is consistent with the 2013 pre-annexation agreement with Hunziker and includes a 50-foot strip of land along the north edge of Auburn Trail. This option would support using the 80/20 rule to include most of the properties along Hyde. It would allow the City to include the Hamblin, Gregg/Schwery, Taylor/Eness, and the south Eness properties as part of this annexation. The other Eness property, as well as the Sturges and Rose Prairie properties, would remain unincorporated at this time. All contain residences except the Rose Prairie and two Eness properties.

If this option were adopted, the properties owned by Sturges, Rose Prairie, and one by Eness would be connected to the remainder of unincorporated Story County by a 50-foot strip on the north side of Auburn Trail. **The future annexation of these three properties would require the consenting annexation of Ames Golf and Country Club and The Irons, Rose Prairie, and Northridge Heights Homeowners Association stormwater detention outlot that butts Auburn Trail to the west.** Under this option, the Borgmeyer farm would not need to consent to annexation in order to make the future annexation happen. City Council could conceivably complete this annexation within the next year to close the gap along Hyde.

Since this option requires the use of the 80/20 allowance, the City Development Board would need to approve the annexation, adding about three months to the approval process.

Attachment D shows the annexation that would be done initially. The stipple patterned lands are what would be included with any subsequent annexation to eliminate the Hyde enclave.

Option 3: Combine Auburn Trail with Ames Golf and Country Club

This option would defer any annexation at this time. Instead, the City Council would direct staff to seek a broader annexation to include the Ames Golf and Country Club and The Irons along with the Hunziker parcel. **This would allow the Sturges, Taylor/Eness, Gregg/Schwery, Hamblin, and both Eness properties to be included in the 80/20 allowance. It would not require the inclusion of the Borgmeyer farm or the Northridge Heights outlot parcel to close the gap along Hyde.**

Although the City has commitments to annex at the City's request for both the Ames Golf and Country Club and The Irons, the Ames Urban Fringe Plan map must first be amended to Urban Residential to allow for annexation to be consistent the 28E agreement for administration of the Fringe Plan. This amendment would require the consent of Gilbert and Story County and would add a few additional months to complete the Fringe Plan amendment prior to initiating annexation of all of the properties and closing up the enclave along Hyde. The subsequent annexation would also require the action of the City Development Board. **This option would take the greatest amount of time as would include a Fringe Plan amendment and annexation. Staff estimates this could take potentially nine months to complete all the steps required for this option and have the Auburn Trail property within the City limits.**

Attachment E shows, in blue, the lands that could be included in a single annexation following the amendments to the Ames Urban Fringe Plan.

THE ANNEXATION PROCESS:

The first step in this annexation is for the City Council to identify which option to pursue. City Council would either initiate a Fringe Plan amendment or provide direction to the applicant to prepare the appropriate subdivision plat for approval by the City Council. Following that, the City Council can accept the annexation petition and refer it to the Planning and Zoning Commission for a recommendation. The City Council will also designate a staff member for the consultation with the Supervisors of Story County and the Trustees of Franklin Township. **Depending on the option selected by the City Council, the overall amount of time to complete the annexation of Auburn Trail would be between four and nine months.**

ALTERNATIVES:

1. The City Council can direct the applicant to prepare a subdivision plat consistent with Option 2, above. This would require the carving off of the northwest 50 feet as well as a 50-foot strip at the northeast corner of the Auburn Trail parcel. The developer would also be asked to secure a consent to future annexation from the Northridge Heights Homeowners Association. This option would allow for annexation of four non-consenting properties (Taylor/Eness, Eness, Gregg/Schwery, and Hamblin) with Auburn Trail.

2. The City Council can direct the applicant to prepare a subdivision plat consistent with Option 1, above. This would require the carving off the south 50 feet as well as a 50-foot strip at the northeast corner of the Auburn Trail parcel. The subsequent annexation would include no non-consenting properties. (Developer's Request)
3. The City Council can direct staff to initiate Ames Urban Fringe Plan amendments to allow the annexation consistent with Option 3. This option would annex all remaining properties along Hyde in a large annexation that would include the Ames Golf and Country Club, The Irons, and Auburn Trail. (It would not include the Borgmeyer property)
4. City Council could defer action and request more information.

CITY MANAGER'S RECOMMENDED ACTION:

This annexation request is unusual in that it requires a subdivision plat prior to commencing that process. The City Council is being asked to give direction to the applicant in the preparation of that subdivision plat.

The three options described in the report all serve the long-term interests of the City by ensuring the eventual annexation of land is in the Allowable North Growth Area. However, each occurs in different time lines and each requires a different set of property owners willing to seek annexation. Since the Code of Iowa allows no more than 20 percent of an annexation territory to consist of land owned by non-consenting owners, and because the ratios under any of the first two scenarios barely fall below that 20 percent, staff feels that the City should seek to maximize what it can under the 80/20 allowance and to rely on property owners who have already consented to annexation or whose consent is likely.

Option 2 presents the best scenario, allowing an annexation of Auburn Trail and also including four properties on the east side of Hyde Avenue in the short term. The owners of those four properties declined annexation in 2013 and staff has not reached out to them about inclusion in this action as it would have been premature without direction from the City Council to consider a larger annexation for the area.

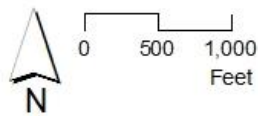
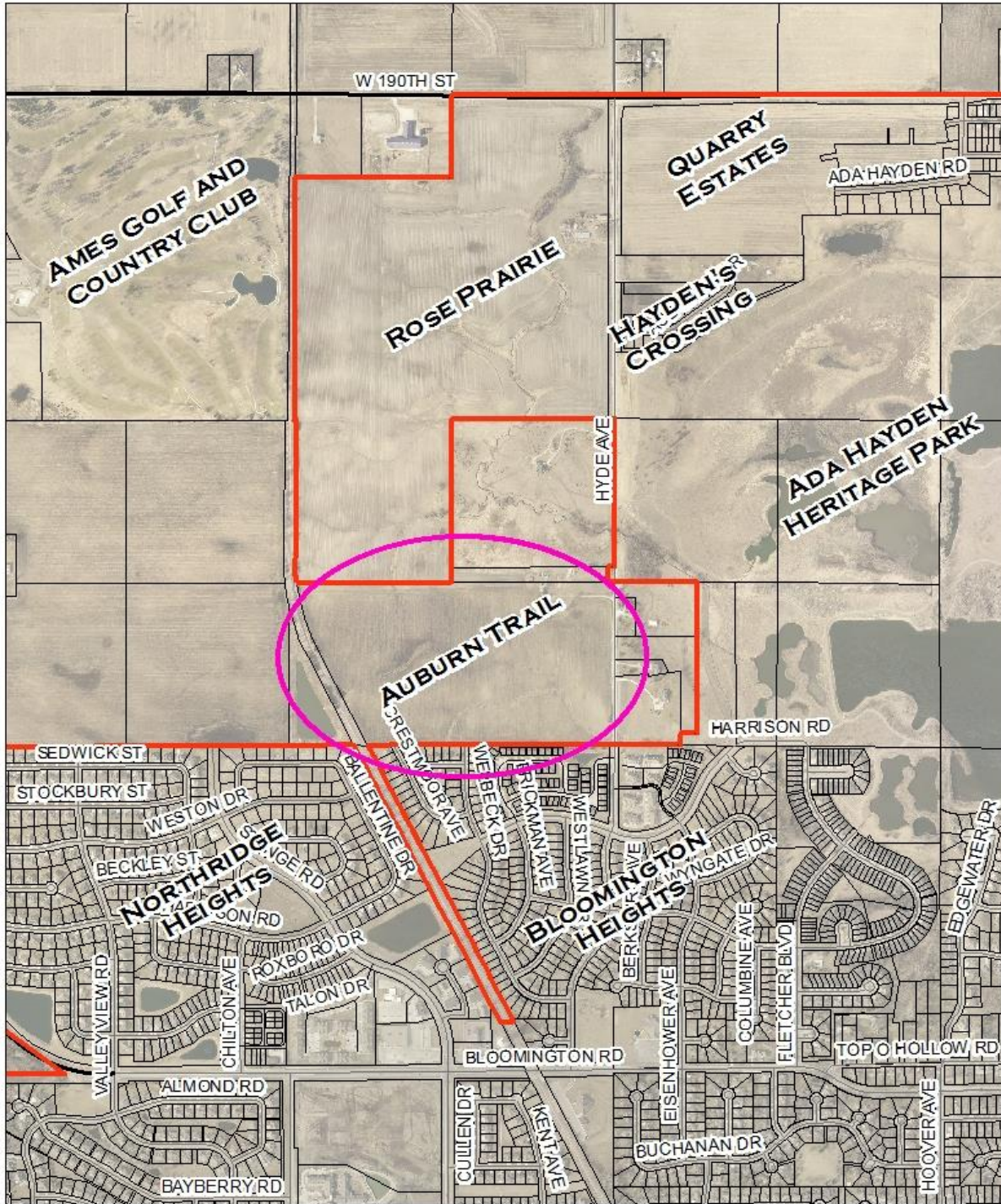
Option 2 also makes any subsequent annexation of land in the Allowable North Growth Area possible by requiring only the consent of the Ames Golf and Country Club and The Irons (whose consent was included in the covenants prior to preliminary subdivision plat approval), Rose Prairie (which has given verbal consent), and the Northridge Heights Homeowners Association (whose interest in annexation is unknown at this time but which have a relationship with Hunziker).

Since this option includes using the 80/20 allowance, it would add about three months to the approval process. However, this option is consistent with the 2013 annexation agreement with the owner of Auburn Hills.

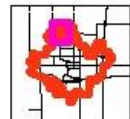
Additionally, Option 2 allows for a two-step process to annex all of the enclave properties along Hyde within the next year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Option 2, directing the applicant to prepare a subdivision plat in which the north 50 feet and northeast 50 feet is carved off. The subsequent annexation would then include four parcels of non-consenting ownership lying on the east side of Hyde Avenue. With this option the developer is asked to also secure a consent to annex from the Northridge Heights Homeowner Association to support future annexation efforts.

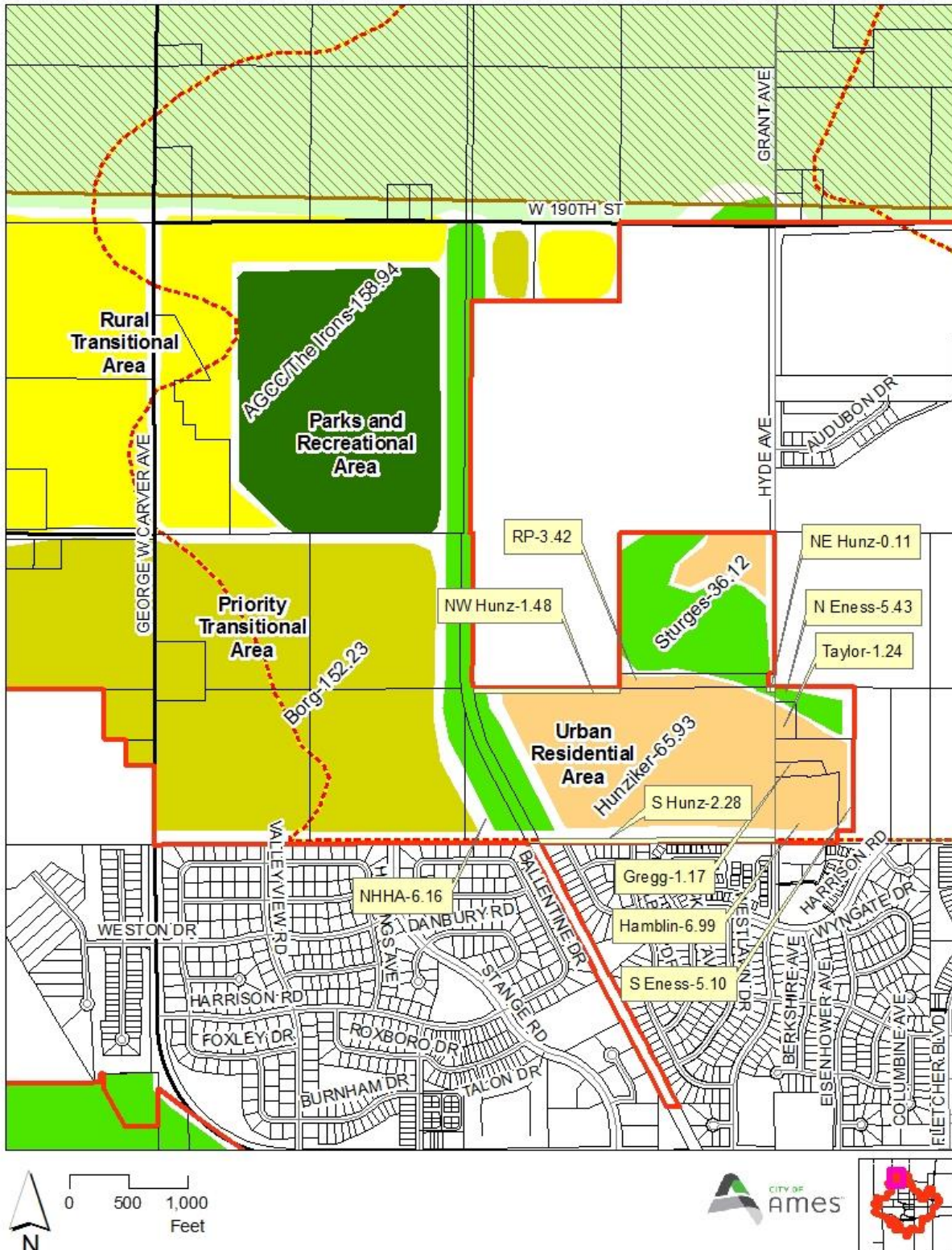
ATTACHMENT A: LOCATION MAP



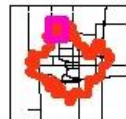
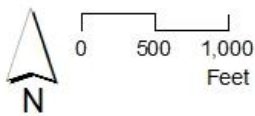
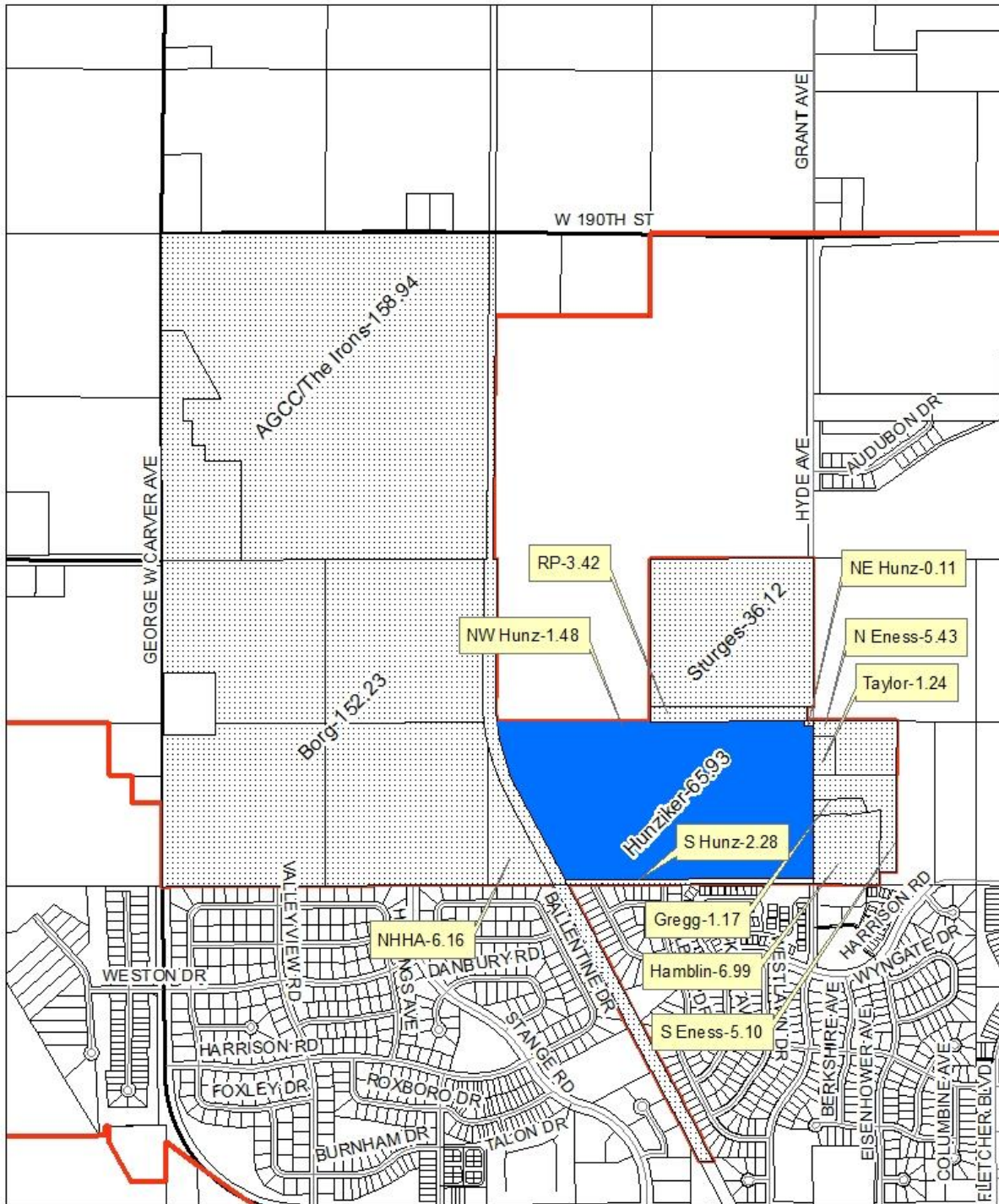
Legend
[Red Outline] Ames City Limits



ATTACHMENT B: AMES URBAN FRINGE PLAN MAP [EXCERPT]

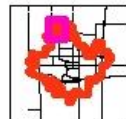
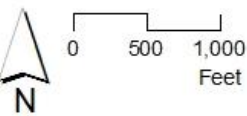
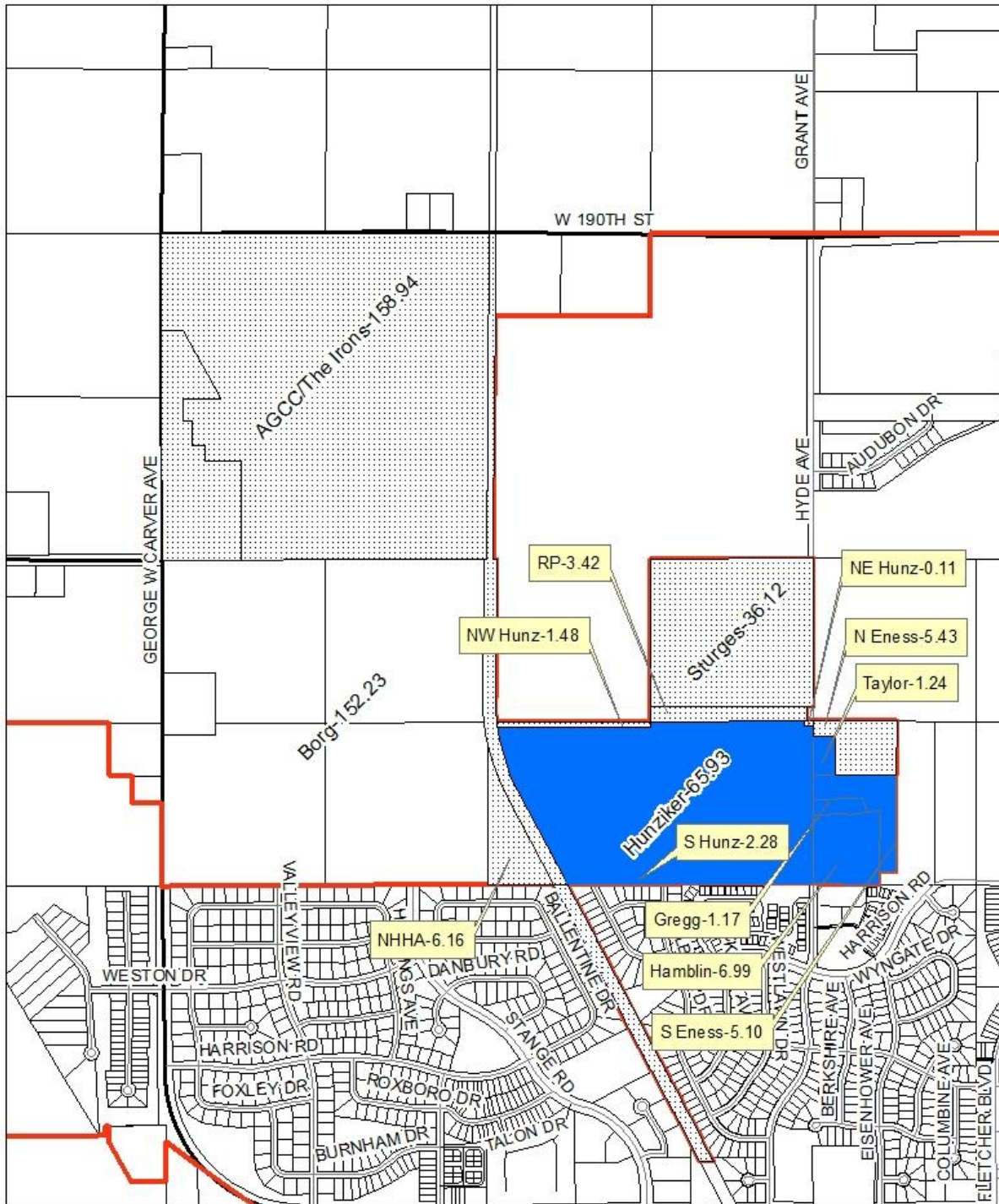


ATTACHMENT C: OPTION 1



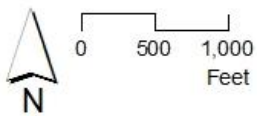
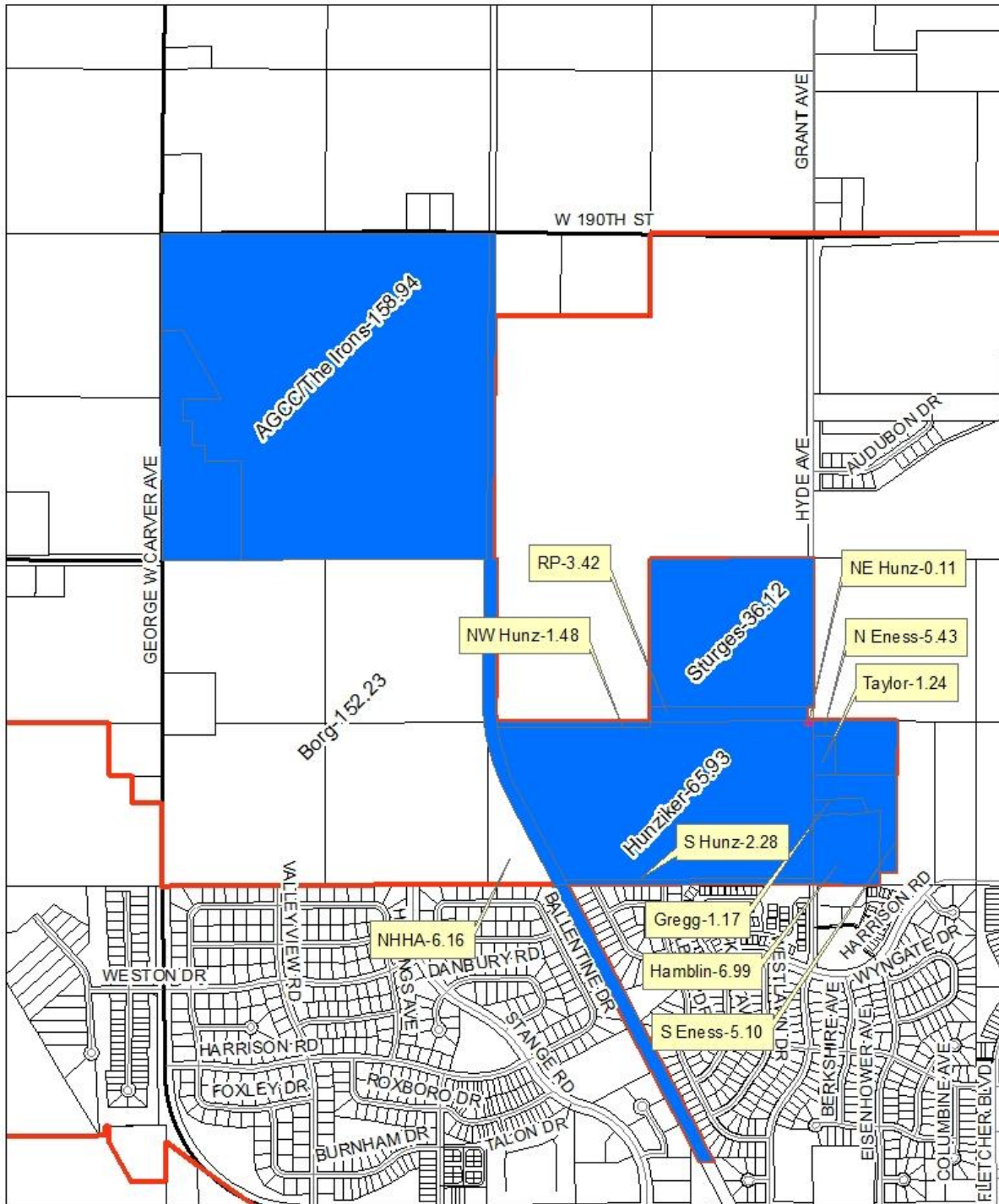
- Initial annexation is shown in blue.
- Potential subsequent annexation is shown with a stipple pattern.

ATTACHMENT D: OPTION 2



- Initial annexation is shown in blue.
- Potential subsequent annexation is shown with a stipple pattern.

ATTACHMENT E: OPTION 3



- Single annexation is shown in blue.

COUNCIL ACTION FORM

SUBJECT: AIRPORT ITINERANT STORAGE HANGAR DONATION

BACKGROUND:

As part of the funding agreement with Iowa State University, ISU was responsible for ensuring that a third party constructed an itinerant aircraft storage hanger of approximately 11,500 square feet hangar that would be deeded to the City upon completion.

The conceptual design was reviewed and approved by City Council before construction. Staff has inspected the hangar and determined it to be substantially complete so that it fulfills the intent of the agreement. **It should be noted that there are some punch-list items, mainly related to the fire alarm and fire protection systems, which will need to be finalized by the contractor before the hangar can be occupied.**

Once the punch-list items are approved, the accepted facility will also be placed on the City's insurance. The new hangar has an estimated value of \$1,000,000. At that point, the City will be responsible for utilities and maintenance of the hangar. There will be a one-year warranty on any workmanship or construction issues with the hangar through Story Construction.

ALTERNATIVES:

1. Accept the Airport Storage Hangar addressed as 2511 Airport Road as being substantially complete, thereby delegating to staff the responsibility to certify completion of punch-list items prior to final occupancy of the hangar.
2. Do not accept the hangar.

MANAGER'S RECOMMENDED ACTION:

Successful completion of the improvements at the Airport required an innovative public/private partnership. In addition to substantial financial commitments from the City and the University, the private sector has stepped up to become a major contributor as well. The hangar is an example of this private contribution with an estimated value of \$1,000,000.

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

If should be emphasized that the City staff does not possess the necessary equipment, knowledge, or staff time to provide the leasing service at the new hangar. Since the new Fixed Base Operator (FBO) does not begin operations at the Airport until April 2017, the City is inquiring if the current FBO, Hap's Air Service, would be willing to assume this service responsibility in the interim.

RESOLUTION NO. 16-_____

**RESOLUTION REAFFIRMING THE CITY’S COMMITMENT TO THE VALUES
OF EQUITY, FAIRNESS, INCLUSION, AND JUSTICE
FOR THE CITY OF AMES**

WHEREAS, the City of Ames believes in and stands for values of inclusion, equity, fairness, and justice; and,

WHEREAS, the City of Ames condemns islamophobia, racism, sexism, and xenophobia in rhetoric or action; and,

WHEREAS, the City of Ames welcomes all people and recognizes the rights of individuals to live their lives with dignity, free of discrimination because of their faith, race, national origin, or immigration status; and,

WHEREAS, the City of Ames will continue to work in making our services and programs accessible and open to all individuals; and,

WHEREAS, the City of Ames believes in the public sector for the public good, and advancing equity and inclusion is critical to the success of our communities and our nation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ames, Iowa, that the City’s commitment to the values of equity, fairness, inclusion, and justice is hereby reaffirmed.

ADOPTED THIS 13th day of December, 2016.

Diane R. Voss, City Clerk

Ann H. Campbell, Mayor

Introduced by:

Seconded by:

Voting aye:

Voting nay:

Absent:

Resolution declared adopted and signed by the Mayor this 13th day of December, 2016.

COUNCIL ACTION FORM

SUBJECT: RENEWAL OF PARK LEASES WITH IOWA STATE UNIVERSITY

BACKGROUND:

Several City parks, or portions of parks within the Ames park system, are leased from Iowa State University. Five of these leases expired March 1, 2015. However, prior to that date, University officials agreed to extend the leases until March 1, 2016. This extension was meant to allow time to finalize mutually satisfactory extension proposals. In keeping with past practice, the City Manager and then Senior Vice President for Business and Finance renegotiated the five leases and agreed to jointly support a recommendation to the City Council and Board of Regents. **Consequently, the five leases with the proposed changes from the previous contracts were presented to the City Council and approved on January 12, 2016.**

Subsequent to Council approval, it became apparent that the Board of Regents will no longer support long-term leases of their property with third parties, and now expects Regent universities to manage leases in accordance with long-term strategic land use intentions. With this new philosophy as a backdrop, the City and ISU staff re-engaged in discussions regarding the five park properties.

ISU representatives agreed they could recommend maintaining ownership of the land and granting an extension of a lease to the City if an institutional need could be identified. However, to make such a recommendation it is important to them that: **1) the length of the leases be reduced in comparison to previous agreements, and 2) flexibility be maintained so ISU can use the leased property should the need arise.** Because of the reorganization in the ISU administration, negotiations regarding the leases within this new philosophical framework took longer than anticipated.

Table 1 reflects the City parks that are impacted by these leases. Maps of each park are attached which show the leased area, as well as, any adjacent area owned by the City.

Table 1

Park	Lease Initiated	Acres
Brookside	1951	66.92
Franklin	1960	4.00
McDonald Woods	1967	10.60
Stuart Smith	1973	26.11
Zumwalt Trail Railroad	1970	7.99

While the proposed agreements are attached for Council review, the impact on the five parks are summarized below.

McDonald Woods - No Lease Extension Is Being Recommended

University officials have decided that there is no justification for retaining this property and have decided not to continue to lease this portion of McDonald Woods to the City. It is their intent to sell this property to the highest bidder. It should be pointed out that the land in this natural area park land does not contain any public paths and, therefore, staff does not believe it is advisable to participate in this bid process.

It is the staff's intent to contact the eventual owners of this University property and determine if they would consider donating land adjacent to the north side of the river and south of the river to the City for use by the Parks and Recreation Department.

Zumwalt Trail Railroad - No Lease Extension Is Being Recommended

Here again, University officials have decided not to renew a lease with the City. They want to retain this property as a buffer to their farming operations. While this land has been a part of the City park system for many years, no improvements have existed on the property for many years, and none were planned.

The University would be willing to grant an easement to the City if a decision is made to extend a path through this area sometime in the future. However, because of the extreme topography, the likelihood of this happening is remote.

Franklin Park – 4.5 Year Extension With Requirement To Purchase Within Lease Term

This is another property where the University can no longer justify maintaining ownership. However, realizing that this is a critical component of the City's park system that directly serves the recreational needs of the surrounding neighborhoods, the University is willing to offer this land for sale first to the City. The proposed lease grants the City up to 4.5 years to purchase this property in accordance with the Board of Regents policy which is based on formal appraisals. If the City fails to exercise this purchase option within the term of the lease, it is the intent of the University to initiate a bid process to sell this property to another interested party. (Section 1)

Realizing the importance of this park to the surrounding neighborhoods, it is staff's recommendation that – after signing the extension of this lease – the City move ahead quickly to purchase this property. As the Council will recall, the CDBG annual program has been revised to allow the purchase of this land utilizing this federal funding source. In order to expedite this purchase, both parties have already completed appraisals for this parcel. If the Council chooses to pursue this purchase option, the University administration has indicated they can bring this sale to the Board of Regents at their February 2017 meeting.

Stuart Smith Park - 20 Year Lease With Ability To Cancel With 24 Month Notice

While a 20 year lease is being offered in this agreement, the University has retained the right to terminate this lease by giving a 24 month notice to the City if it determines that it needs the premises for operational or fiscal needs. (Section 9)

This lease further states that should the University terminate the lease for all or some of the property, the parking area and the shared use path will be allowed to remain. As an option, ISU can choose to relocate these two improvements on the premises at their cost.

Brookside Park - 20 Year Lease With Ability Of ISU To Use Western Portion Of Park

Most residents would agree that Brookside is an iconic park in our system. Therefore, it was important to City staff that ISU not be granted a right to terminate this lease within the 20 term of the agreement. **However, the University wanted the ability to use the western portion of the park (the parking area and baseball field) if they determine a program need for it. Therefore, this agreement requires the parties to “cooperate in good faith to develop mutually acceptable scheduling for use of the area should such a need arise.” (Section 3)** The agreement makes it clear that each party will be responsible for any additional costs associated with its use of the property.

OTHER FEATURES REFLECTED IN LEASES:

The proposed lease agreements for Brookside, Franklin, and Stuart Smith contain the following similar language that is different from our previous contracts.

- Section 2 – Rent: Changed from \$1.00 per year to no rent being charged due to the City maintaining the premises.
- Section 3 – Use of Premises: Indicates the City shall use the premises only as a public park for the benefit of the residents of Ames and the students, faculty and guests of ISU.
- Section 4 – Maintenance, Utilities: Requires the City to maintain the premises at its expense, including all buildings, structures, equipment, playgrounds, walks, foot trails, bicycle paths, roads, parking, stream banks, utilities and other improvements on the premises, in good order and safe condition. It also requires ISU approval for cutting down live trees.
- Section 5 – Improvements: Language added explaining that if an improvement is added, the City and ISU will agree in writing as to whether the City will be required to remove the improvement upon termination or expiration of the lease; and if not, the amount of any compensation ISU is to pay the City for the improvement.
- Section 6 – Assignment and Subletting: Any assignment of this lease or subletting of the premises is prohibited without ISU’s written permission.
- Section 8 – Taxes: Addition stating that no taxes or assessments are anticipated for the premises, but if there are, the City is responsible for the payment.

- Section 9 – Termination: Defines a serious breach and includes a provision that ISU notify the City of a breach of contract and the right to cure prior to termination.
- Section 10 – Surrender of Premises: Clarifies the City’s responsibility related to removing all buildings, structures, and equipment from the premises and restoring the site to a safe and useful condition, unless the City and ISU have agreed otherwise.
- Section 11 – Liability: Language regarding liability has been updated.
- Section 12 – Insurance: This new section requires the City to provide, at its own expense, insurance or risk finance programs in the amounts it deems appropriate to cover General Liability, Automobile Liability, Workers Compensation, Employers Liability, and Property Insurance.
- Section 13 – Notices: This new section states notices shall be in writing and shall be delivered by messenger or overnight carrier to the other party.
- Section 14 – Miscellaneous: This new section states that the lease shall not be modified without the written mutual consent of the parties.

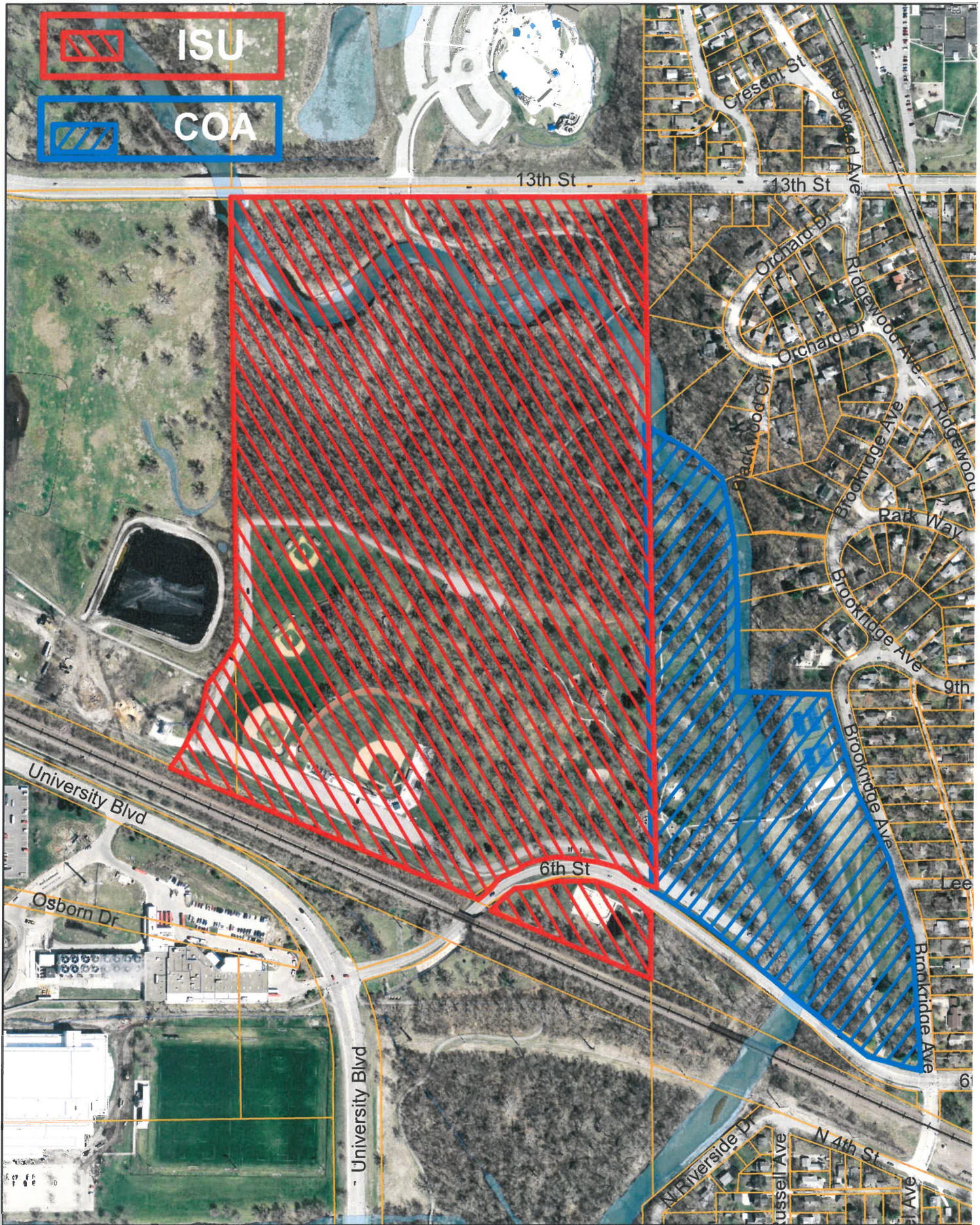
ALTERNATIVES:

- 1) The City Council can decide to approve the attached lease agreements with Iowa State University for Brookside Park, Stuart Smith Park, and Franklin Park.
- 2) The City Council can decide to approve some, but not all, of the three attached lease agreements with Iowa State University.
- 3) The City Council can decide to delay approving any of the three proposed lease agreements with Iowa State University until certain provisions of the agreement(s) are altered.
- 4) The City Council can decide not to approve any of the proposed lease agreements with Iowa State University and allow all three to expire.

CITY MANAGER’S RECOMMENDED ACTION:

The City staff, of course, would have preferred to again extend the leases for all five park properties for a period of fifty years in order to ensure a level of certainty regarding our park system. However, in the face of this new philosophical framework, administrators from ISU and the City worked very hard to develop proposals that would benefit both parties. The results of this effort are attached for Council’s consideration. University officials have indicated that the three lease agreements were approved by the Board of Regents this week.

Therefore, it is the recommendation of the City Manager that the City Council support Alternative #1, thereby approving the attached lease agreements with Iowa State University for Franklin Park, Stuart Smith Park and Brookside Park.



Brookside Park



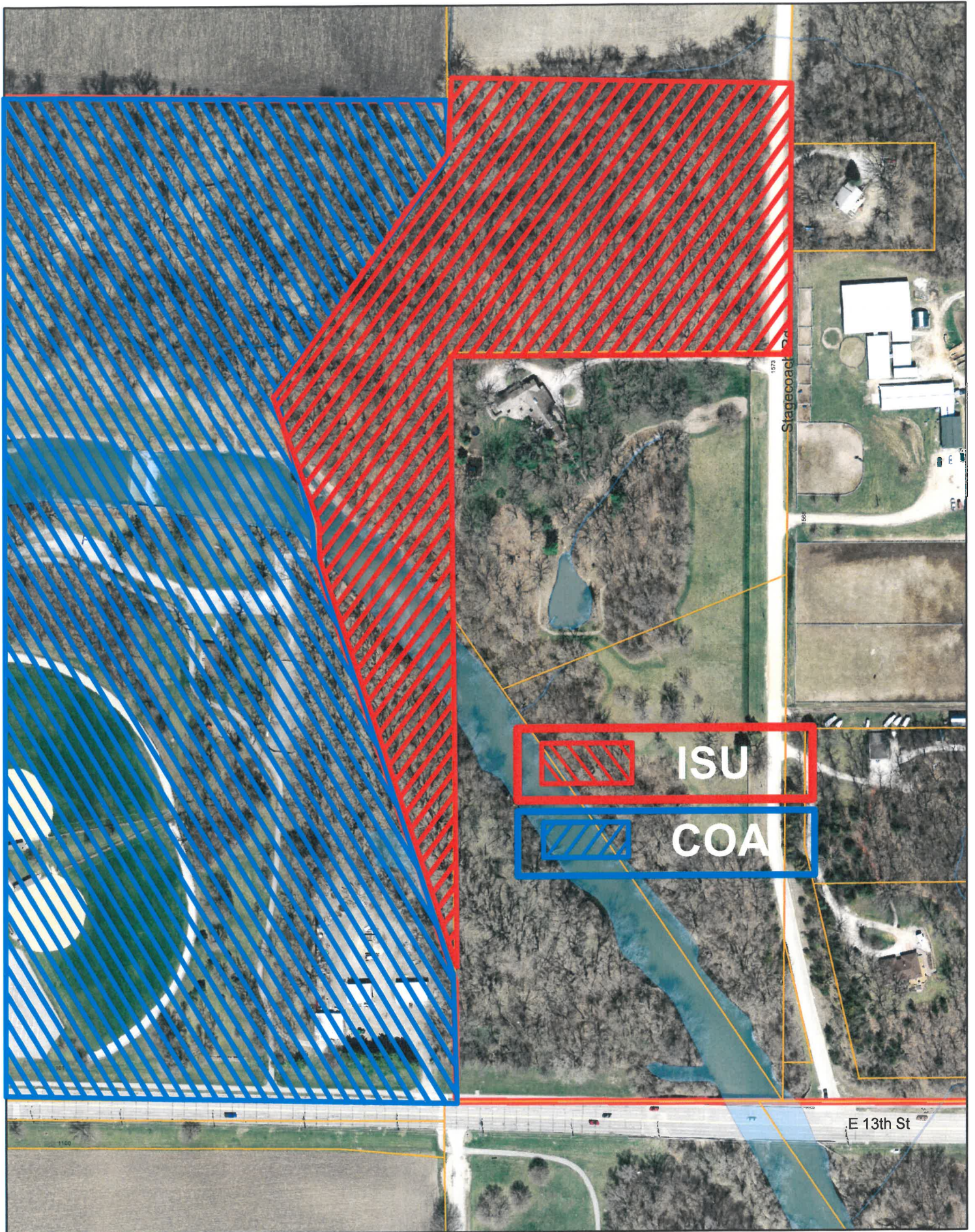
1 inch = 400 feet
Date: 1/7/2016



Franklin Park



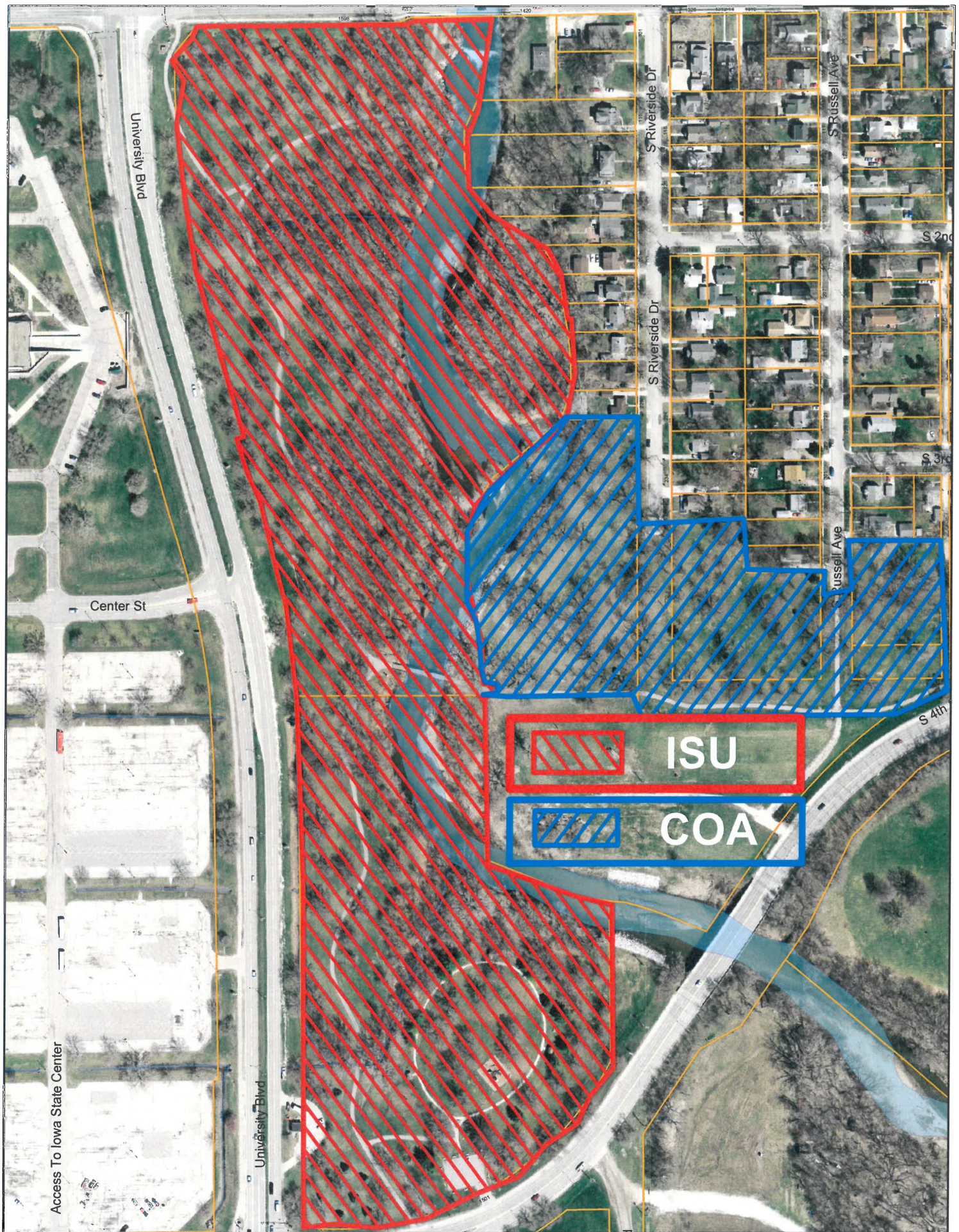
1 inch = 126 feet
Date: 1/7/2016



McDonald Woods
(Part of River Valley Park)



1 inch = 208 feet
Date: 1/7/2016



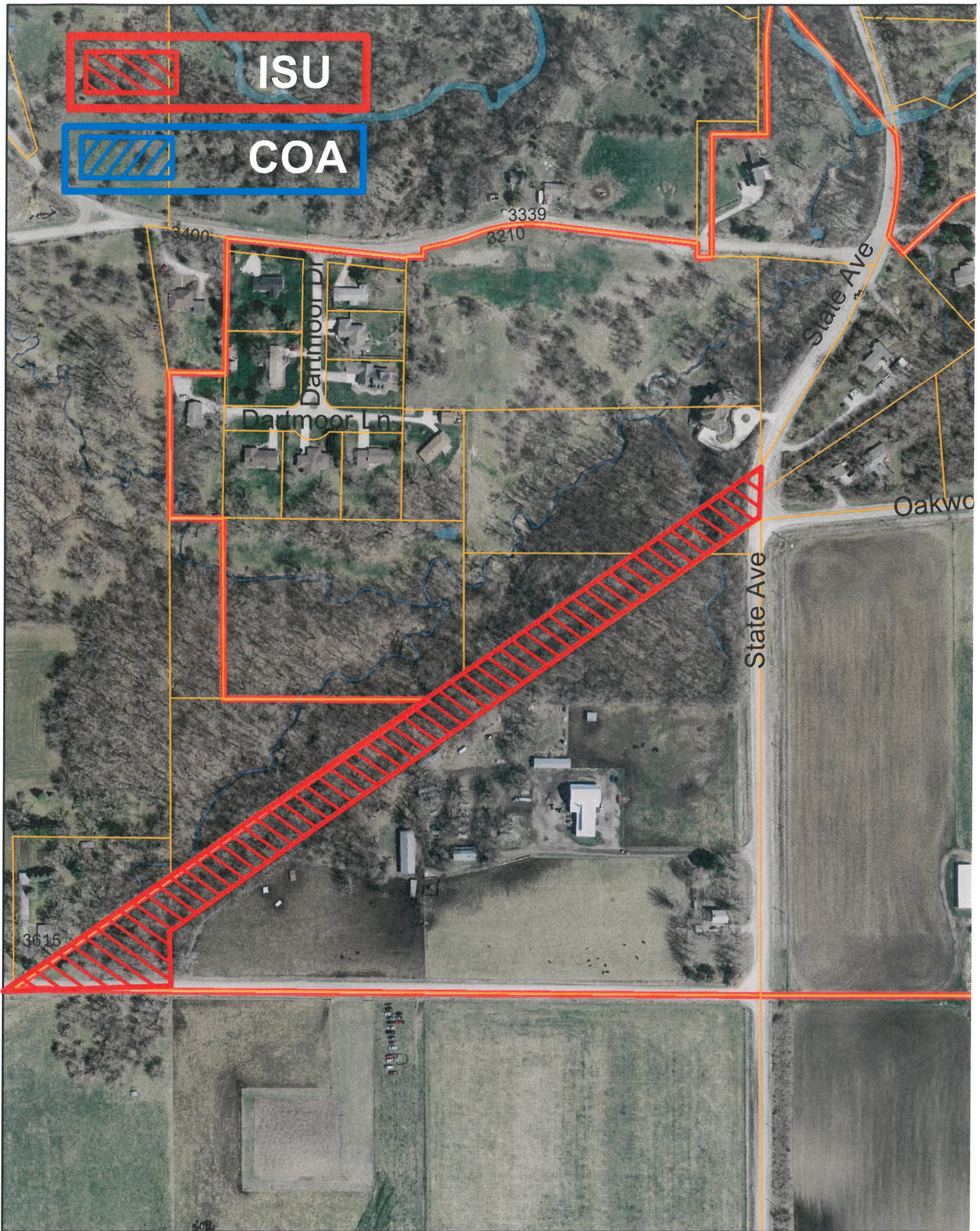
Access To Iowa State Center



Stuart Smith Park



1 inch = 233 feet
Date: 1/7/2016



ISU

COA

3400

3339
3210

Dartmoor Dr

Dartmoor Ln

State Ave

State Ave

Oakwood

3615



Zumwalt Trail Railroad Park



1 inch = 283 feet
Date: 1/7/2016

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

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

Lease
Brookside
Park

THIS LEASE AGREEMENT (“this Lease”), effective as of January 1, 2017, between the Board of Regents, State of Iowa acting for and on behalf of Iowa State University of Science and Technology (“ISU”), 1750 Beardshear Hall, Ames, Iowa, and the City of Ames, Iowa (“the City”), 515 Clark Avenue, Ames, Iowa.

1. Premises; Term. ISU, in consideration of the rentals to be paid by the City, leases to the City for use as a public park the following described premises situated in Story County, Iowa (“Premises”):

That part of the East half of the West half of Section 3, Township 83 North, Range 24, West of the 5th P.M. lying North of the main East and West line of the Chicago and Northwestern Railroad right-of-way, containing approximately 66.92 acres,

from January 1, 2017, to December 31, 2037. The Premises is depicted in Attachment A, which is incorporated into and made part of this Lease.

2. Rent. ISU shall not charge any rent to the City. This Lease is of mutual benefit to both parties, and the City’s consideration for this Lease is its agreement to maintain the Premises.

3. Use of Premises. The City shall use the Premises only as a public park for the benefit of the residents of Ames and the students, faculty and guests of ISU. In the event the City ceases to properly maintain the Premises for that purpose or diverts the Premises to any other use, ISU may terminate this Lease as set forth in Section 9. The City shall comply with all applicable laws in connection with its use of the Premises and shall not permit any hazardous substances to be stored or handled on the Premises.

The west side of the Premises consists of an improved baseball field and parking area. Should ISU need to utilize all or a portion of this area to meet programmatic needs, ISU and the City will

cooperate in good faith to develop mutually acceptable scheduling for use of the area. Each party will be responsible for any additional costs associated with its use of the property.

4. Maintenance; Utilities. The City shall maintain the Premises at its expense, including all buildings, structures, equipment, playgrounds, walks, foot trails, bicycle paths, roads, parking, stream banks, utilities and other improvements on the Premises, in good order and safe condition. The City shall not cut down live trees on the Premises without the consent of ISU, but the City may transplant existing trees and shrubs, install new plantings and trim dead and/or broken limbs that create hazardous situations. The City shall establish all utilities to the Premises in its name and timely pay all utility service providers. ISU reserves the right to require the City to remove, at the City's expense, any building, structure or equipment that is unsafe, damaged beyond ordinary wear and tear, or inconsistent with the use as a public park.

5. Improvements. The City may grade the Premises for playground or other park purposes, establish walks, foot trails, bicycle paths, roads and parking and place on the Premises equipment proper and suitable for use in a public park. The City may also construct and maintain on the Premises shelter houses and other permanent buildings or structures for park purposes after obtaining ISU's prior approval of plans, specifications and costs. The approval by ISU of the permanent buildings and structures shall not be unreasonably withheld. At the time the plans are approved, the City and ISU shall mutually agree in writing as to whether the City will be required to remove the approved improvement upon termination or expiration of this Lease and, if not, the amount of any compensation ISU is to pay the City for the approved improvement. The City shall keep the Premises free and clear of all liens arising out of any work performed or material furnished for the City.

6. Assignment and Subletting. Any assignment of this Lease or subletting of the Premises is prohibited without ISU's written permission. Such written permission shall not be unreasonably withheld. Such permission from ISU shall not be necessary if the City desires to enter into agreements with organizations and individuals to use the Premises periodically or temporarily, so long as such use is consistent with the use of the Premises as a public park.

7. Reserved

8. Taxes. The parties anticipate that there will be no real estate taxes or assessments assessed against the Premises or the City's improvements. Should such taxes or assessments be assessed, the City shall be responsible for the payment of such taxes or assessments.

9. Termination. The lease shall terminate upon expiration of this Lease unless earlier terminated by mutual agreement of the parties or as otherwise set forth in this paragraph. In recognition that the City might want to make additional improvements that will require additional time to depreciate, it is agreed that the City may request, and ISU may grant with the approval of the Board of Regents, extensions to this Lease Agreement term at any time.

ISU may also terminate this Lease if the City breaches a material term of this Lease and such breach is serious and goes against the essence of the transaction. A breach is serious and goes against the essence of the transaction only in the following cases:

- a. The City uses the Premises for purposes other than stated in Section 3.
- b. The breach has caused or is reasonably expected to cause damages in excess of \$500,000, such amount to be adjusted annually each July 1 for inflation using the Department of Labor's Consumer Price Index-Urban [CPI-U, All Items, All City Average, 1982-84-100] issued in the preceding month; or
- c. The City has repeatedly breached a material term of this Lease within any two-year period, or the City has engaged in a pattern of material breaches of this Lease Agreement; provided, however, this clause may only apply where the City's breaches indicate deliberate indifference to the terms of this Lease.

ISU shall notify the City of its intent to terminate and the nature of the breach ISU believes has occurred and shall provide the City with a reasonable period commensurate with the nature of the breach to cure such breach. If the City fails to cure such breach by the end of the cure period, ISU shall give at least 30 days advance written notice of termination and termination shall be automatic at the end of the notice period.

10. Surrender of the Premises. Upon the termination of this Lease, the City shall vacate the Premises. Unless ISU and the City have agreed otherwise, the City shall remove, at its expense, all buildings, structures and equipment from the Premises and restore the site of such removed building, structure and equipment to a safe and useful condition. The parties agree to meet at that time and determine a reasonable removal schedule. However, if the City makes a request in writing to extend the term of the Lease Agreement for purposes consistent with Paragraph 3 and such request is made in the period beginning three years prior and ending no later than one year prior to the end of the twenty year term of the Lease Agreement (or any mutually agreed upon modification of the term) and ISU denies the request, then the obligation to remove all improvements will be based on mutually satisfactory terms agreed to by the parties in writing.

11. Liability. The City shall indemnify and hold harmless ISU, the Board of Regents, State of Iowa and the State of Iowa and their respective officers and employees from any and all claims, demands, damages or expenses arising out of (i) the use of the Premises by any and all persons, including employees and contractors of the City or (ii) the City's breach of this Lease.

12. Insurance. The City agrees to provide and maintain, at its own expense, for the term of the lease, insurance or risk finance programs in the amounts it deems appropriate to cover the following risks:

- General Liability – for Bodily Injury and Property Damage

- Automobile Liability – for Bodily Injury and Property Damage
- Workers Compensation – statutory requirements, including self-insurance or large deductible programs
- Employers Liability – statutory requirements, including self-insurance or large deductible program
- Property Insurance – Fire and Extended Coverage, covering Physical Damage for owned property or equipment

The City shall take action reasonably required to ensure collection from insurers under any applicable policies of insurance.

13. Notices. Notices relating to this Lease shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the address set forth above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt.

14. Miscellaneous. This Lease shall not be modified without the written mutual consent of the parties. The failure of either party to require performance of any term or condition of this Lease by the other party shall not constitute a waiver to subsequently enforce such term or condition. The rights and remedies set forth in this Lease are not exclusive and are in addition to any other rights and remedies available in law or equity. The invalidity or illegality of one or more provisions of this Lease shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Lease that, by their nature, would continue beyond the termination of this Lease shall survive such termination.

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed by their duly authorized representatives as of the date first above written.

IOWA STATE UNIVERSITY OF
SCIENCE AND TECHNOLOGY

By _____
Miles E. Lackey
Chief Financial Officer and Chief of Staff

BOARD OF REGENTS, STATE OF IOWA

By _____
Robert Donley
Executive Director

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Donley, to me personally known and who, by me duly sworn, did say that he is Robert Donley, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Robert Donley was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on the ____ day of _____ 2016, and the execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.

Notary Public in and for the State of Iowa
My Commission Expires: _____

CITY OF AMES, IOWA

By _____
Ann H. Campbell
Mayor

Attest _____
Diane R. Voss
City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

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.

Notary Public in and for the State of Iowa
My Commission Expires: _____

ATTACHMENT A



Brookside Park



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

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

Lease
Franklin Park

THIS LEASE AGREEMENT (“this Lease”), effective as of January 1, 2017, between the Board of Regents, State of Iowa acting for and on behalf of Iowa State University of Science and Technology (“ISU”), 1750 Beardshear Hall, Ames, Iowa, and the City of Ames, Iowa (“the City”), 515 Clark Avenue, Ames, Iowa.

1. Premises; Term. ISU, in consideration of the rentals to be paid by the City, leases to the City for use as a public park the following described premises situated in Story County, Iowa (“Premises”):

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 8, Township 83 North, Range 24 West of the 5th P.M. Iowa, described as follows: Beginning at the Southeast corner of Lot 12, Block 2 of West Ames, now known as West Ames Addition to the City of Ames, Iowa; thence west along the south line of said Lot 12 and said south line extended for a distance of 604.9 feet; thence south parallel with the west line of South Franklin Avenue in Ames, Iowa 294.22 feet; thence east 604.9 feet to the west line of said South Franklin Avenue; thence north along the west line of South Franklin Avenue 294.22 feet to the place of beginning, containing approximately 4 acres,

from January 1, 2017, to June 30, 2021. The Premises is depicted in Attachment A, which is incorporated into and made part of this Lease.

At the end of the term, ISU intends to dispose of the Premises. At any time prior to the end of the term, the City can purchase the Premises at the then appraised value, following the Board of Regents real property sale procedures. If the City elects to purchase the Premises, it shall notify ISU in writing and the parties shall enter into a purchase and sale agreement negotiated in good faith and mutually acceptable to the parties. Such agreement shall be subject to any required approval of the Board of Regents, State of Iowa and City Council for the City of Ames. If the City does not elect to purchase the Premises or if the parties are unable to mutually agree upon a

purchase and sale agreement, ISU may sell of the Premises in accordance with Board of Regents real property sale procedures.

2. Rent. ISU shall not charge any rent to the City. This Lease is of mutual benefit to both parties, and the City's consideration for this Lease is its agreement to maintain the Premises.

3. Use of Premises. The City shall use the Premises only as a public park for the benefit of the residents of Ames and the students, faculty and guests of ISU. In the event the City ceases to properly maintain the Premises for that purpose or diverts the Premises to any other use, ISU may terminate this Lease as set forth in Section 9. The City shall comply with all applicable laws in connection with its use of the Premises and shall not permit any hazardous substances to be stored or handled on the Premises.

4. Maintenance; Utilities. The City shall maintain the Premises at its expense, including all buildings, structures, equipment, playgrounds, walks, foot trails, bicycle paths, roads, parking, stream banks, utilities and other improvements on the Premises, in good order and safe condition. The City shall not cut down live trees on the Premises without the consent of ISU, but the City may transplant existing trees and shrubs, install new plantings and trim dead and/or broken limbs that create hazardous situations. The City shall establish all utilities to the Premises in its name and timely pay all utility service providers. ISU reserves the right to require the City to remove, at the City's expense, any building, structure or equipment that is unsafe, damaged beyond ordinary wear and tear, or inconsistent with the use as a public park.

5. Improvements. The City may grade the Premises for playground or other park purposes, establish walks, foot trails, bicycle paths, roads and parking and place on the Premises equipment proper and suitable for use in a public park. The City may also construct and maintain on the Premises shelter houses and other permanent buildings or structures for park purposes after obtaining ISU's prior approval of plans, specifications and costs. The approval by ISU of the permanent buildings and structures shall not be unreasonably withheld. At the time the plans are approved, the City and ISU shall mutually agree in writing as to whether the City will be required to remove the approved improvement upon termination or expiration of this Lease and, if not, the amount of any compensation ISU is to pay the City for the approved improvement. The City shall keep the Premises free and clear of all liens arising out of any work performed or material furnished for the City.

6. Assignment and Subletting. Any assignment of this Lease or subletting of the Premises is prohibited without ISU's written permission. Such written permission shall not be unreasonably withheld. Such permission from ISU shall not be necessary if the City desires to enter into agreements with organizations and individuals to use the Premises periodically or temporarily, so long as such use is consistent with the use of the Premises as a public park.

7. Reserved

8. Taxes. The parties anticipate that there will be no real estate taxes or assessments assessed against the Premises or the City's improvements. Should such taxes or assessments be assessed, the City shall be responsible for the payment of such taxes or assessments.

9. Termination. The lease shall terminate upon expiration of this Lease unless earlier terminated by mutual agreement of the parties or as set forth in this paragraph related to a breach of contract. In recognition that the City might want to make additional improvements that will require additional time to depreciate, it is agreed that the City may request, and ISU may grant with the approval of the Board of Regents, extensions to this Lease Agreement term at any time.

ISU may terminate this Lease if the City breaches a material term of this Lease and such breach is serious and goes against the essence of the transaction. A breach is serious and goes against the essence of the transaction only in the following cases:

- a. The City uses the Premises for purposes other than stated in Section 3.
- b. The breach has caused or is reasonably expected to cause damages in excess of \$500,000, such amount to be adjusted annually each July 1 for inflation using the Department of Labor's Consumer Price Index-Urban [CPI-U, All Items, All City Average, 1982-84-100] issued in the preceding month; or
- c. The City has repeatedly breached a material term of this Lease within any two-year period, or the City has engaged in a pattern of material breaches of this Lease Agreement; provided, however, this clause may only apply where the City's breaches indicate deliberate indifference to the terms of this Lease.

ISU shall notify the City of its intent to terminate and the nature of the breach ISU believes has occurred and shall provide the City with a reasonable period commensurate with the nature of the breach to cure such breach. If the City fails to cure such breach by the end of the cure period, ISU shall give at least 30 days advance written notice of termination and termination shall be automatic at the end of the notice period.

10. Surrender of the Premises. Upon the termination of this Lease, the City shall vacate the Premises. Unless ISU and the City have agreed otherwise, the City shall remove, at its expense, all buildings, structures and equipment from the Premises and restore the site of such removed building, structure and equipment to a safe and useful condition. The parties agree to meet at that time and determine a reasonable removal schedule.

11. Liability. The City shall indemnify and hold harmless ISU, the Board of Regents, State of Iowa and the State of Iowa and their respective officers and employees from any and all claims, demands, damages or expenses arising out of (i) the use of the Premises by any and all persons, including employees and contractors of the City or (ii) the City's breach of this Lease.

12. Insurance. The City agrees to provide and maintain, at its own expense, for the term of the lease, insurance or risk finance programs in the amounts it deems appropriate to cover the following risks:

- General Liability – for Bodily Injury and Property Damage
- Automobile Liability – for Bodily Injury and Property Damage
- Workers Compensation – statutory requirements, including self-insurance or large deductible programs
- Employers Liability – statutory requirements, including self-insurance or large deductible program
- Property Insurance – Fire and Extended Coverage, covering Physical Damage for owned property or equipment

The City shall take action reasonably required to ensure collection from insurers under any applicable policies of insurance.

13. Notices. Notices relating to this Lease shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the address set forth above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt.

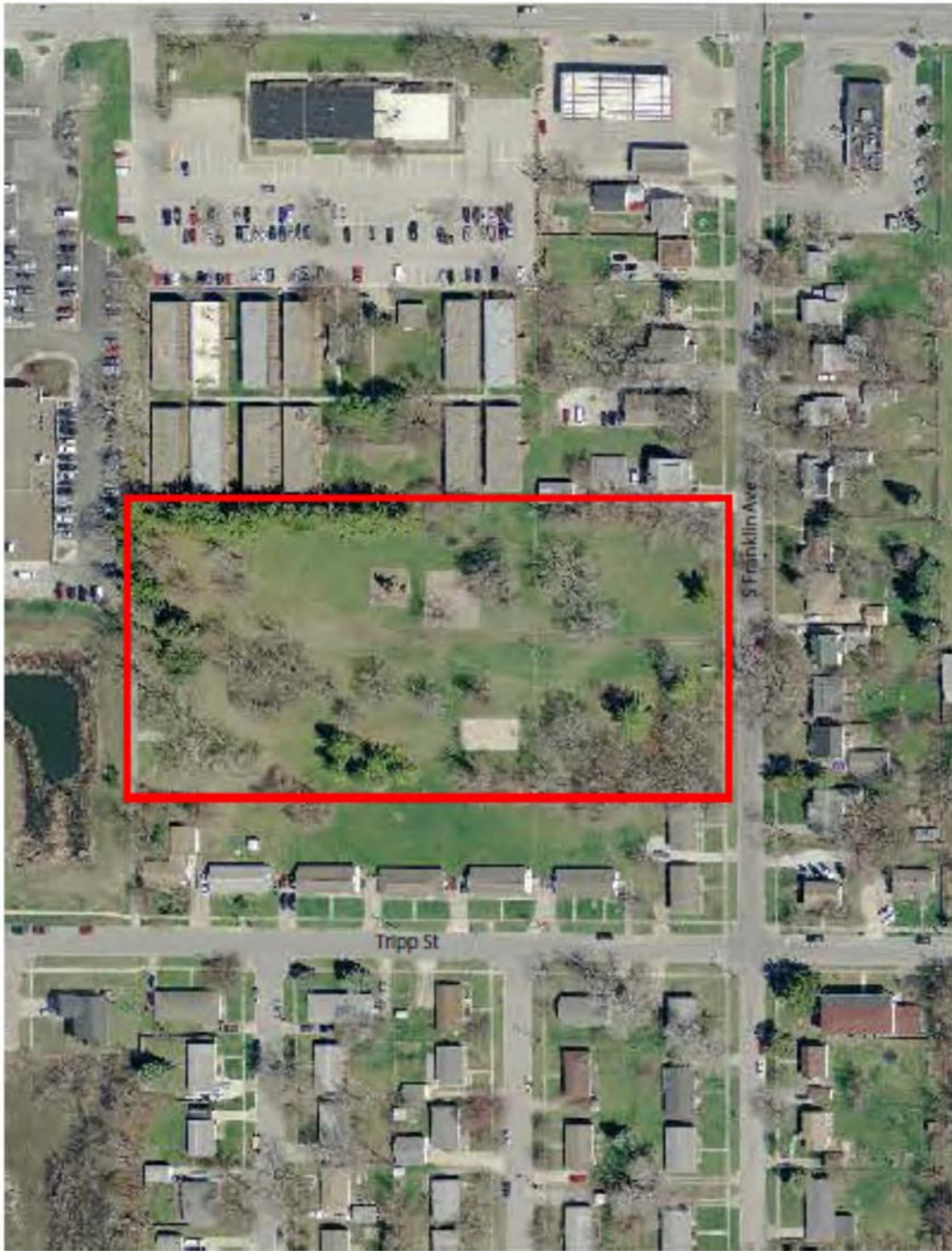
14. Miscellaneous. This Lease shall not be modified without the written mutual consent of the parties. The failure of either party to require performance of any term or condition of this Lease by the other party shall not constitute a waiver to subsequently enforce such term or condition. The rights and remedies set forth in this Lease are not exclusive and are in addition to any other rights and remedies available in law or equity. The invalidity or illegality of one or more provisions of this Lease shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Lease that, by their nature, would continue beyond the termination of this Lease shall survive such termination.

(The remainder of this page is intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed by their duly authorized representatives as of the date first above written.

<p>IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY</p> <p>By _____ Miles E. Lackey Chief Financial Officer and Chief of Staff</p> <p>BOARD OF REGENTS, STATE OF IOWA</p> <p>By _____ Robert Donley Executive Director</p> <p>STATE OF IOWA, COUNTY OF POLK, ss:</p> <p>On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Donley, to me personally known and who, by me duly sworn, did say that he is Robert Donley, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Robert Donley was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on the ____ day of _____ 2016, and the execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>	<p>CITY OF AMES, IOWA</p> <p>By _____ Ann H. Campbell Mayor</p> <p>Attest _____ Diane R. Voss City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this ____ day of _____, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2016, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>
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ATTACHMENT A



Franklin Park



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

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

Return to: Ames City Clerk, 515 Clark Ave., P.O. Box 811, Ames, IA 50010

Lease
Stuart Smith Park

THIS LEASE AGREEMENT (“this Lease”), effective as of January 1, 2017, between the Board of Regents, State of Iowa acting for and on behalf of Iowa State University of Science and Technology (“ISU”), 1750 Beardshear Hall, Ames, Iowa, and the City of Ames, Iowa (“the City”), 515 Clark Avenue, Ames, Iowa.

1. Premises; Term. ISU, in consideration of the rentals to be paid by the City, leases to the City for use as a public park the following described premises situated in Story County, Iowa (“Premises”):

Parcel No. 1: That part of the Northwest $\frac{1}{4}$ Section 10 Township 84 North Range 24 West of the 5th P.M., Story County, Iowa, described as beginning at a point 802.6 feet West and 75 feet South of the North $\frac{1}{4}$ Corner of said Section 10; thence Southerly along the East line of University Drive (formerly Elwood Drive) to the North line of South 4th Street; thence Easterly along the North line of South 4th Street to the West line of “old” South Riverside Drive; thence North to a point 33 feet West and 292 feet South of the Northeast Corner Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$ Section 10; thence West 234 feet, thence North 292 feet to the Southwest Corner of Riverside Addition; thence Northerly along the West line of Riverside Addition to the South line of Lincoln Way; thence West along the South line of Lincoln Way to the point of beginning.

Parcel No. 2: Beginning at the intersection of the North right-of-way line of Lincoln Way & the West right-of-way line of Riverside Drive, thence North & Northeasterly along the West right-of-way line of Riverside Drive to the South right-of-way line of the Chicago and Northwestern Railroad, thence Northwesterly along the South right-of-way line of the Chicago and Northwestern Railroad to the centerline of

Squaw Creek. Thence Southerly along the centerline of Squaw Creek to the North right-of-way line of Lincoln Way, thence East along the North right-of-way line of Lincoln Way to the point of beginning, above described land being a part of the Southeast $\frac{1}{4}$ Southwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ Southeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$ of Section 3, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing approximately 26.11 acres,

from January 1, 2017, to December 31, 2037. The Premises is depicted in Attachment A, which is incorporated into and made part of this Lease.

2. Rent. ISU shall not charge any rent to the City. This Lease is of mutual benefit to both parties, and the City's consideration for this Lease is its agreement to maintain the Premises.

3. Use of Premises. The City shall use the Premises only as a public park for the benefit of the residents of Ames and the students, faculty and guests of ISU. In the event the City ceases to properly maintain the Premises for that purpose or diverts the Premises to any other use, ISU may terminate this Lease as set forth in Section 9. The City shall comply with all applicable laws in connection with its use of the Premises and shall not permit any hazardous substances to be stored or handled on the Premises.

4. Maintenance; Utilities. The City shall maintain the Premises at its expense, including all buildings, structures, equipment, playgrounds, walks, foot trails, bicycle paths, roads, parking, stream banks, utilities and other improvements on the Premises, in good order and safe condition. The City shall not cut down live trees on the Premises without the consent of ISU, but the City may transplant existing trees and shrubs, install new plantings and trim dead and/or broken limbs that create hazardous situations. The City shall establish all utilities to the Premises in its name and timely pay all utility service providers. ISU reserves the right to require the City to remove, at the City's expense, any building, structure or equipment that is unsafe, damaged beyond ordinary wear and tear, or inconsistent with the use as a public park.

5. Improvements. The City may grade the Premises for playground or other park purposes, establish walks, foot trails, bicycle paths, roads and parking and place on the Premises equipment proper and suitable for use in a public park. The City may also construct and maintain on the Premises shelter houses and other permanent buildings or structures for park purposes after obtaining ISU's prior approval of plans, specifications and costs. The approval by ISU of the permanent buildings and structures shall not be unreasonably withheld. At the time the plans are approved, the City and ISU shall mutually agree in writing as to whether the City will be required to remove the approved improvement upon termination or expiration of this Lease and, if not, the amount of any compensation ISU is to pay the City for the approved improvement. The City shall keep the Premises free and clear of all liens arising out of any work performed or material furnished for the City.

6. Assignment and Subletting. Any assignment of this Lease or subletting of the Premises is prohibited without ISU's written permission. Such written permission shall not be unreasonably withheld. Such permission from ISU shall not be necessary if the City desires to

enter into agreements with organizations and individuals to use the Premises periodically or temporarily, so long as such use is consistent with the use of the Premises as a public park.

7. Reserved

8. Taxes. The parties anticipate that there will be no real estate taxes or assessments assessed against the Premises or the City's improvements. Should such taxes or assessments be assessed, the City shall be responsible for the payment of such taxes or assessments.

9. Termination. The lease shall terminate upon expiration of this Lease unless earlier terminated by mutual agreement of the parties or as otherwise set forth in this paragraph. In recognition that the City might want to make additional improvements that will require additional time to depreciate, it is agreed that the City may request, and ISU may grant with the approval of the Board of Regents, extensions to this Lease Agreement term at any time.

If ISU determines that it is necessary to take possession of the Premises due to ISU's operational or fiscal needs, ISU may terminate this Lease by giving no less than twenty-four months' notice to the City. If ISU determines that it is necessary to take only a portion of the Premises, ISU shall notify the City of that determination. Within ninety days of receiving the determination notice, the City shall notify ISU whether it desires to continue to use the remainder of the Premises. If the City desires to continue to use the remainder of the Premises, then the parties shall enter into an amendment to this Lease to modify the description of Premises so that it accurately describes the portion of Premises that the City will continue to lease. Such amendment shall be effective twenty-four months after the date of ISU's determination notice unless the parties mutually agree otherwise. If the City does not desire to use the remainder of the Premises, then ISU may terminate this Lease effective no less than twenty-four months after the date of ISU's determination notice. Subsequent to the early termination of the lease and until December 31, 2037, ISU shall continue to make available to the public the parking area located on the Premises and the shared use trail currently running through the Premises; provided, however, that ISU may relocate the parking and shared use trail on the Premises so long as the shared use trail continues to connect with the City of Ames shared use trail system. ISU and the City shall consult with each other regarding other ways to mitigate the impact of the foregoing on the City's programs.

ISU may also terminate this Lease if the City breaches a material term of this Lease and such breach is serious and goes against the essence of the transaction. A breach is serious and goes against the essence of the transaction only in the following cases:

- a. The City uses the Premises for purposes other than stated in Section 3.
- b. The breach has caused or is reasonably expected to cause damages in excess of \$500,000, such amount to be adjusted annually each July 1 for inflation using the Department of Labor's Consumer Price Index-Urban [CPI-U, All Items, All City Average, 1982-84-100] issued in the preceding month; or
- c. The City has repeatedly breached a material term of this Lease within any two-year period, or the City has engaged in a pattern of material breaches of this Lease Agreement; provided, however, this clause may only apply where the City's breaches indicate deliberate indifference to the terms of this Lease.

ISU shall notify the City of its intent to terminate and the nature of the breach ISU believes has occurred and shall provide the City with a reasonable period commensurate with the nature of the breach to cure such breach. If the City fails to cure such breach by the end of the cure period, ISU shall give at least 30 days advance written notice of termination and termination shall be automatic at the end of the notice period.

10. Surrender of the Premises. Upon the termination of this Lease, the City shall vacate the Premises. Unless ISU and the City have agreed otherwise, the City shall remove, at its expense, all buildings, structures and equipment from the Premises and restore the site of such removed building, structure and equipment to a safe and useful condition. The parties agree to meet at that time and determine a reasonable removal schedule. However, if the City makes a request in writing to extend the term of the Lease Agreement for purposes consistent with Paragraph 3 and such request is made in the period beginning three years prior and ending no later than one year prior to the end of the twenty year term of the Lease Agreement (or any mutually agreed upon modification of the term) and ISU denies the request, then the obligation to remove all improvements will be based on mutually satisfactory terms agreed to by the parties in writing.

11. Liability. The City shall indemnify and hold harmless ISU, the Board of Regents, State of Iowa and the State of Iowa and their respective officers and employees from any and all claims, demands, damages or expenses arising out of (i) the use of the Premises by any and all persons, including employees and contractors of the City or (ii) the City's breach of this Lease.

12. Insurance. The City agrees to provide and maintain, at its own expense, for the term of the lease, insurance or risk finance programs in the amounts it deems appropriate to cover the following risks:

- General Liability – for Bodily Injury and Property Damage
- Automobile Liability – for Bodily Injury and Property Damage
- Workers Compensation – statutory requirements, including self-insurance or large deductible programs
- Employers Liability – statutory requirements, including self-insurance or large deductible program
- Property Insurance – Fire and Extended Coverage, covering Physical Damage for owned property or equipment

The City shall take action reasonably required to ensure collection from insurers under any applicable policies of insurance.

13. Notices. Notices relating to this Lease shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the address set forth above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt.

14. Miscellaneous. This Lease shall not be modified without the written mutual consent of the parties. The failure of either party to require performance of any term or condition of this Lease by the other party shall not constitute a waiver to subsequently enforce such term or condition. The rights and remedies set forth in this Lease are not exclusive and are in addition to any other rights and remedies available in law or equity. The invalidity or illegality of one or more provisions of this Lease shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Lease that, by their nature, would continue beyond the termination of this Lease shall survive such termination.

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DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed by their duly authorized representatives as of the date first above written.

<p>IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY</p>	<p>CITY OF AMES, IOWA</p>
<p>By _____ Miles E. Lackey Chief Financial Officer and Chief of Staff</p>	<p>By _____ Ann H. Campbell Mayor</p>
<p>BOARD OF REGENTS, STATE OF IOWA</p>	<p>Attest _____ Diane R. Voss City Clerk</p>
<p>By _____ Robert Donley Executive Director</p>	<p>STATE OF IOWA, COUNTY OF STORY, ss:</p>
<p>STATE OF IOWA, COUNTY OF POLK, 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>On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert Donley, to me personally known and who, by me duly sworn, did say that he is Robert Donley, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Robert Donley was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on the ____ day of _____ 2016, and the execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.</p>	<p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>
<p>_____ Notary Public in and for the State of Iowa My Commission Expires: _____</p>	

ATTACHMENT A



Stuart Smith Park



Staff Report

HEALTHY LIFE CENTER

December 13, 2016

BACKGROUND:

One of the objectives under the City Council's goal to "Encourage Healthy Lifestyles" is for the City Manager to participate in discussions with the exploratory group that was created to examine the feasibility of a new healthy life center. Towards this end, the City Manager has been involved in planning meetings with this group since February 2016. At a workshop on November 1, 2016, the planning group presented a very basic concept plan to the City Council, Heartland Board, Story County Board, and MGMC Board.

The planning group is seeking to create a "one of a kind center that makes the life-long goal of healthy living accessible and enjoyable to people of all ages and socio-economic status." The intent is to integrate physical activity, health and nutrition, social networking, education, and research into one complex. **In order to meet this vision, the group is asking that the City's proposed indoor aquatics center be located in this facility.**

COUNCIL DIRECTION REQUESTED:

As is traditionally the case, no decisions were made at the workshop. Therefore, this item is being placed on the December 13, 2016 agenda so that the City Council can give direction regarding the following four issues related to the future of the proposed Healthy Life Center.

Issue 1 – Continued Participation?

After learning more about what is being proposed, does the City Council want to continue to devote staff time to work on finalizing the specific details for creating a Healthy Life Center?

Issue 2 - Ownership?

Does the City Council agree with the recommendation that if the Healthy Life Center is built, it should be owned by the City?

Issue 3 - Management?

Does the City Council agree with the recommendation that if the Healthy Life Center is built, it should be managed by the City?

Issue 4 – Expend City Funds For A Feasibility Study?

Is the City Council willing to appropriate \$100,000 in the FY 16/17 budget from the General Fund available balance to pay for a feasibility study to determine if we should proceed with this facility?

COUNCIL ACTION FORM**SUBJECT: SALE OF RIGHT OF WAY AT 115 SOUTH SHELDON AVENUE****BACKGROUND:**

The developer of 2700 Lincoln Way formally requested the purchase of a portion of right of way south of 2700 Lincoln Way and east of 115 South Sheldon Avenue to accommodate underground detention as a part of the project's storm water management plan. The land totals 2,184 square feet in area; and a map of the general location is shown in Attachment A.

At the September 27, 2016 Council Meeting, Council provided direction to move forward with the sale of this right-of-way. Staff contacted all right-of-way users and found one facility in that parcel – Alliant Energy. The developer's engineer is working with Alliant to relocate their facilities at the developer's cost.

The current practice approved by the City Council to establish the sale price for City land is as follows: Step 1) determine the average value per square foot from the City Assessor's records for land adjacent to the subject property, Step 2) multiply the average value per square foot by the number of square feet to be sold, Step 3) reduce the sale price established in third step by 15% if an easement is retained over the property, and Step 4) reduce the sale price established in the third step by an additional 10% in recognition that a quit claim deed is being issued to the purchaser of the City land. In accordance with this past practice, the amount owed the City would be \$17,217.17. The calculations for this example are shown in Attachment B.

Because of recent negative experiences associated with the use of quit claims deeds given in connection with the sale of City land, the City Attorney is exploring and may be requesting at the November 22, 2016 meeting that the City Council consider changing this past practice so that quit claim deeds are no longer use with the sale of City land. If this recommendation is approved, the 10% deduction for quit claim deeds would be eliminated in the calculation of the sale price, and the buyer, additionally, would be responsible to the City for the costs associated with providing transfer of title to the buyer.

ALTERNATIVES:

- 1a. Approve the process of selling right-of-way south of 2700 Lincoln Way, east of 115 South Sheldon, and setting the date of public hearing as December 13, 2016, for first passage of the Ordinance.

It should be emphasized that the sale price for this land will be determined after the November 22, 2016 meeting when the City Council decides whether or not to change the current policy for establishing the sale price for land owned by the City.

- b. Initiate the process for the sale and conveyance of these parcels, set December 13, 2016, as the date of public hearing, and direct the City Clerk to publish notice of these proposed sales.
2. Retain the land and deny the request to purchase the right of way.

CITY MANAGER'S RECOMMENDED ACTION:

This area of right-of-way no longer serves any functional purpose for future street improvements. Property owners are willing to provide an easement for existing utilities and relocation, as necessary, at the developer's expense. Furthermore, the purchase of this land will facilitate the development of the project as proposed by the developer.

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

It should be emphasized that the sale price for this land will be determined after the November 22, 2016 meeting when the City Council decides whether or not to change the current policy for establishing the sale price for land owned by the City.

Attachment A



Geographic Information System (GIS) Product Disclaimer: City of Ames GIS map data does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership & land use nor does it replace field surveys of utilities or other features contained in the data. All features represented in this product should be field verified. This Product is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User.



Proposed Sale of Right of Way 2700 Lincoln Way



Scale: 1 in = 50 ft
Date: 11/8/2016

ATTACHMENT B

**PROPOSED SALE OF CITY RIGHT OF WAY
2700 LINCOLN WAY**

11/8/2016

Piece	Address	Assessed SF	Assessed Land Value	\$/SF
A	2700 Lincoln Way	9,600	\$ 199,300	\$ 20.76
B	115 South Sheldon	3,145	\$ 32,400	\$ 10.30

Average SF Cost	\$ 10.30
------------------------	-----------------

Property for Proposed Sale	Sale Area	Average SF Cost	Value	Amount Minus 10% for Quit Claim Deed	Amount Minus 15% for Easement	Amount Minus 25% for QCD & Easement
Area Behind 2700 and in Front of 115 South Sheldon	2,228.76	\$ 10.30	\$ 22,956.23	\$ 20,660.61	\$ 19,512.79	\$ 17,217.17



CITY OF
Ames™

Caring People ♦ Quality Programs ♦ Exceptional Service

MEMO

To: Mayor and City Council

From: Diane R. Voss, City Clerk

Date: December 9, 2016

Subject: Item No. 34a: First Passage of Ordinance to Vacate Right-of-Way
South of 2700 Lincoln Way and East of 115 South Sheldon Avenue

The Ordinance has not yet been prepared. It will be mailed to you on Monday.

/drv

COUNCIL ACTION FORM

**SUBJECT: TRANSFER OF PROPERTY TO IOWA DEPARTMENT OF
TRANSPORTATION FOR I-35 PROJECT**

BACKGROUND:

The Iowa Department of Transportation (IDOT) contacted the City in early 2015 regarding a project to replace an Interstate 35 (I-35) bridge that crosses over the South Skunk River. This project also included the grading necessary to eventually allow for three lanes for both northbound and southbound I-35 traffic just south of Ames.

This project will require the IDOT to acquire 3.29 acres of City-owned land outright and an additional 1.82 acres of permanent ingress/egress easement on the City's I-35 well field property, which is located east of I-35 and north of the South Skunk River. In addition, the IDOT is purchasing 0.09 acres of easement for Story County to maintain 265th Street, which borders the property on the north side.

The IDOT also needs to acquire 0.12 acres of the Water Pollution Control (WPC) Facility property for the purpose of the project.

City staff has reviewed the project and concluded that the impact on future use of the well field property will be minor. The future design of the wells can work around the new property line configuration. Staff has also determined that the small piece to be acquired from the WPC Facility will have no impact on the use or operation of the facility.

City and IDOT staff have agreed upon a purchase price based on an appraisal that was completed by Agroval and reviewed by City staff. The City will be compensated a total of \$58,200 for the I-35 well field land and easements, plus \$1,200 for the Water Pollution Control Facility property. The Electric Department has separately negotiated an agreement with the IDOT for the relocation of the overhead lines on the property. The purchase will be effective on December 31, 2016. The IDOT will finish design for this project in 2016 and begin construction in 2017.

The attached map identifies both of the parcels that will be sold to the IDOT.

ALTERNATIVES:

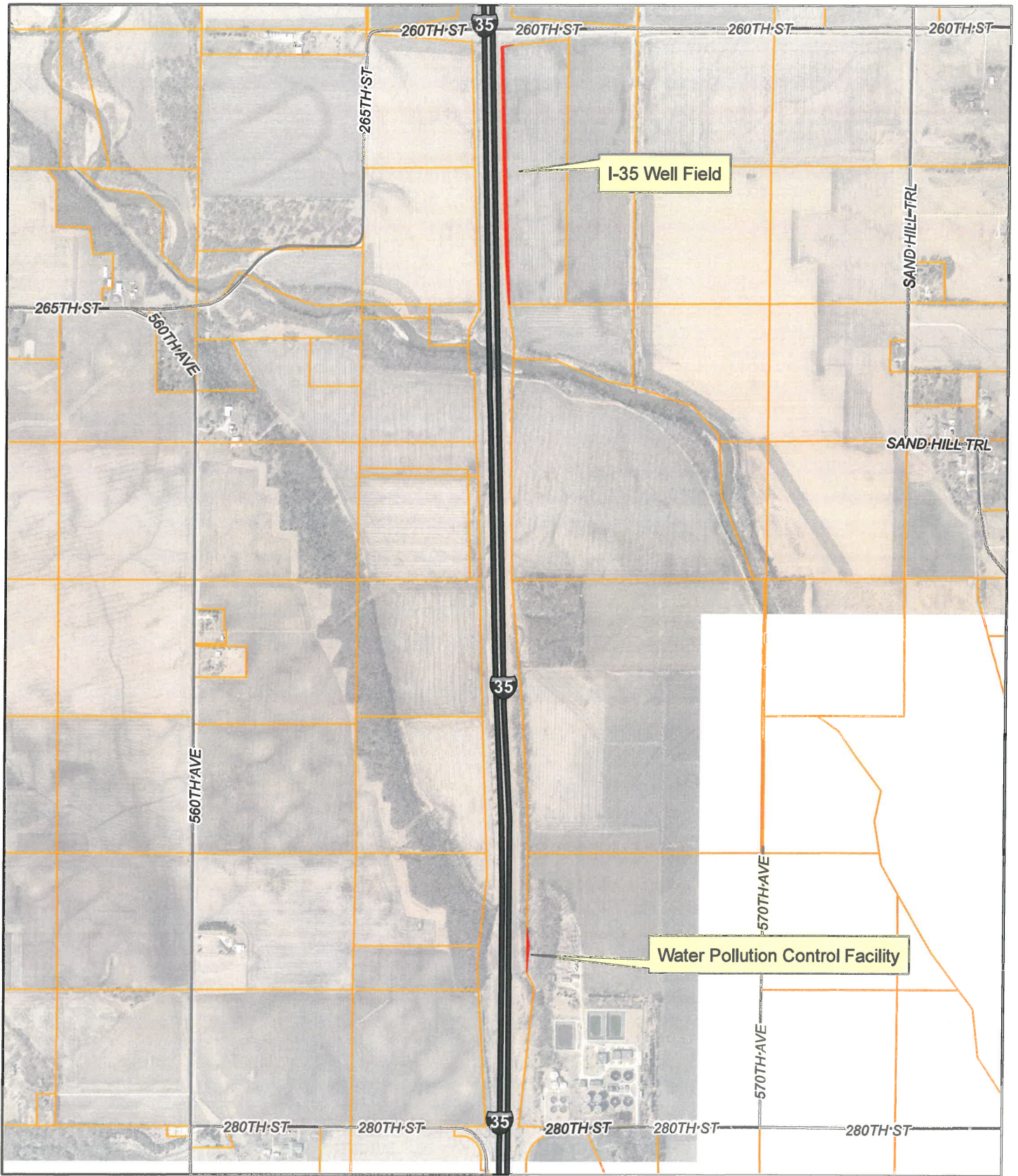
1. Approve disposal of property and granting of easements for these two parcels pursuant to the acquisition plats and purchase agreements between the City of Ames and the Iowa Department of Transportation.

2. Do not authorize the disposal of this property at this time.

MANAGER'S RECOMMENDED ACTION:

The I-35 expansion project is an important public improvement project to the State of Iowa, and the interstate has a direct impact on access to our community. Staff has reviewed the request and found no significant impact on the City's current and future operations.

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



Proposed Iowa Department of Transportation
ROW Acquisition & Easements



COUNCIL ACTION FORM

SUBJECT: ORDINANCE ESTABLISHING SUPERVISED TRANSITIONAL HOMES IN THE RL, RM, RH, UCRM, RLP, FS-RL, FS-RM, F-PRD AND S-SMD ZONING DISTRICTS

BACKGROUND:

City Council directed staff on November 22, 2017 to draft an ordinance for creation of a new group living use of a Supervised Transitional Home. A full explanation of the ordinance and background information was included with the November 22, 2017 City Council Action Form. This use will be added to the Chapter 29 Zoning Ordinance and allowed subject to certain standards in single-family and two-family homes in all residential zoning districts. The City Council also directed staff, as part of the next Building and Fire Code updates, to incorporate fire inspection requirements for Supervised Transitional Homes as a local amendment to Chapter 8 of the Municipal Code.

Attached is the draft ordinance amending Chapter 29 of the Municipal Code.

ALTERNATIVES:

1. The City Council can approve the proposed Zoning Ordinance amendment to create Supervised Transitional Homes as a new group living use in all residential zones with special standards for approval in Article 13 of Chapter 29 of the Ames Municipal Code.
2. The City Council can decline to adopt the proposed ordinance change.
3. The City Council can direct staff to develop alternative language for the proposed amendments regarding Supervised Transitional Homes.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed Supervised Transitional Home regulations are tailored to the needs of local social service agencies to increase opportunities for a housing service that has limited options within the current Zoning Ordinance. Staff believes the described standards are supportive of the general amendment request from the social service agencies, as well as from City Council, and provides a framework to address how such uses can be incorporated into the community.

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



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MEMO

To: Mayor and City Council

From: Diane R. Voss, City Clerk

Date: December 9, 2016

Subject: Item No. 36a: First Passage of Ordinance to Allow Supervised Transitional Homes in Certain Zoning Districts

The Ordinance is still being reviewed by staff. It will be mailed to you on Monday.

/drv



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MEMO

To: Mayor and City Council

From: Diane R. Voss, City Clerk

Date: December 9, 2016

Subject: Item No. 37: Council Budget Issues

Staff is still collecting data for this item. It will be sent to you on Monday.

SLS/drv

COUNCIL ACTION FORM

**SUBJECT: FIRST PASSAGE OF ORDINANCES CHANGING ELECTRIC NET
METERING**

BACKGROUND:

Appendix H of the Municipal Code outlines the rules and regulations pertaining to receiving electric service. With the introduction of customer-owned generation, Section 2.7 *Availability of Net Metering* was added to the Code.

Net metering applies to a customer-owned generating system that primarily offsets part or all of the customer's electric service energy requirements provided by the City's Electric Services. Net Metering is available to any retail customer receiving electric service under a City of Ames Electric Services rate schedule who owns and operates an approved on-site generating system powered by a renewable resource capable of producing not more than 500 kW of power, and who interconnects with the City's electric system.

The last time this section of the Code was updated was in the fall of 2015 when the maximum allowable size of facilities was increased from 10 kW to 500 kW.

Over the last year, the number of new installations has grown significantly. In reviewing the new projects installed, staff is seeing a pattern emerge where customers are oversizing installations so that the total amount of energy produced by the solar system exceeds the total amount of energy consumed by the customer at certain times of the day.

The current design of the City's Net Metering language actually encourages this process of oversizing which creates three significant problems. First, when a solar array is oversized, the utility becomes a "storage medium" to which the customer can overproduce as much as it wants and then draws on that overproduction at a later time. **This process creates a situation where the solar customers are using the City's electric grid without paying for the fixed costs associated with maintaining it.** These costs are transferred to the non-solar customers. Second, since the utility does not store the excess solar energy, any overproduced energy is used by other customers at the time it is produced. Later, the utility has to purchase the replacement energy and the result is an increased cost to non-solar producing customers for the betterment of the solar producing customers. Third, the Code requires Electric Services to pay the solar customer the full retail rate that is charged to the utility, even though Electric Services is able to purchase less expensive energy on the wholesale market.

The City's Electric Utility Operations Review Advisory Board (EUORAB) held five public meetings (September 12th, October 6th, 2 meetings on October 18th, and November 1st) to review the current process, to listen to customers' and vendors' input, and to discuss alternative solutions.

At the November 1, 2016 EUORAB meeting, the Board voted to support the purchase of excess energy at a fixed cost from the customer based on the latest Cost of Service study. This recommendation was forwarded to the City Council for consideration.

At the November 15, 2016 City Council meeting, the City Council modified EUORAB's recommendation and added additional incentives. City Council approved the purchase of excess energy from customer generation using the "Fixed Cost" approach with the following additional incentives:

- 1. Residential: 2 ½ cents/kilowatt hour incentive**
- 2. General Power: 2 cents/kilowatt hour incentive**
- 3. Large Power : 1 ½ cents/kilowatt hour incentive**
- 4. Industrial: 1 cent/kilowatt hour incentive**

The Legal Department has drafted changes to Chapter 28 and Appendix H of the City's Municipal Code to accomplish the action approved by City Council. Since Chapter 28 and Appendix H are separate sections of the Municipal Code, the Council will need to approve each of the two proposed ordinance changes.

ALTERNATIVES:

1. Approve first passage of the changes to Chapter 28 and Appendix H of the City of Ames Municipal Code pertaining to Net Metering as outlined above.
2. Choose an alternate option.
3. Retain the existing language regarding net metering.

CITY MANAGER'S RECOMMENDED ACTION:

The current Net Metering language allows customers to produce energy at one period in time only to be able to use it at another time. The utility may be used as a storage system with the potential to negatively impact one group of customers in order to benefit another. Realizing the possible negative impact on the non-solar customers, but still willing to offer some incentive, the City Council opted for a compromise position from EUORAB's recommendation. These proposed code changes reflect the direction Council give to staff on November 15, 2016.

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



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MEMO

To: Mayor and City Council

From: Diane R. Voss, City Clerk

Date: December 9, 2016

Subject: Items 38a and b: Net Metering Ordinances

Staff is still reviewing the Ordinances. They will be sent to you on Monday.

ML/drv