

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL - 515 CLARK AVENUE
JUNE 12, 2018

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 PM

PROCLAMATION:

1. Proclamation for “Watershed Awareness Month:” June 2018
2. Proclamation for “National Homeownership Month:” June 2018

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 May 22, 2018
5. Motion approving certification of Civil Service applicants
6. Motion approving 5-day (June 15-19) Class C Liquor License for 80/35 Tools Inc. at the CPMI Event Center, 2321 North Loop Drive
7. Motion approving 5-day (June 16-20) Class C Liquor License for Whatcha Smokin BBQ & Brew at the ISU Alumni Center, 420 Beach Avenue
8. Motion approving 5-day (June 29-July 3) Class C Liquor License for Whatcha Smokin BBQ & Brew at the ISU Alumni Center, 420 Beach Avenue
9. Motion approving ownership change for Class C Liquor License for Welch Ave. Station, 207 Welch Avenue
10. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class A Liquor & Outdoor Service – Green Hills Residents’ Association, 2200 Hamilton Drive #100
 - b. Class E Liquor, C Beer, & B Wine – AJ’s Liquor, 4518 Mortensen Road #109
 - c. Class E Liquor, C Beer, & B Wine – Kum & Go #200, 4510 Mortensen Road
 - d. Class E Liquor, C Beer, & B Wine – Kum & Go #214, 111 Duff Ave.
 - e. Class E Liquor, C Beer, & B Wine – Kum & Go #216, 203 Welch Ave.
 - f. Class E Liquor – MMDG Spirits, 126A Welch Ave.
 - g. Class C Liquor & Catering – Texas Roadhouse, 519 S. Duff Ave.
 - h. Class E Liquor, Class C Beer & B Native Wine – Casey’s General Store #2560, 3020 S. Duff Ave.

- i. Class C Liquor & Outdoor Service – Old Chicago Pizza & Taproom, 1610 S. Kellogg Ave.
 - j. Special Class C Liquor, Class B Wine, & Outdoor Service – Wheatsfield Cooperative, 413 Northwestern Ave.
 - k. Class C Liquor & Outdoor Service – South 17th Street Food & Beverage, LLC, 300 S. 17th Street
11. Requests from Model Farms for Dock Dogs event on July 2-4:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License for the closed area
 - b. Resolution approving the closure of Burnett Avenue between 5th Street and 6th Street, including the closure of 13 metered parking spaces, and six additional spaces on 5th street from 9:00 a.m. Monday, July 2 to 10:00 a.m. Thursday, July 5
 - c. Resolution approving waiver of parking meter fees and enforcement, usage and waiver of electrical fees, and waiver of fee for blanket Vending License for event from 9:00 a.m. Monday, July 2 to 10:00 a.m. Thursday, July 5
 12. Resolution approving Report of Change Orders for May 16 - 31, 2018
 13. Resolution adopting 2018/19 New and Revised Fees
 14. Resolution approving City's Pay Plan for 2018-19
 15. Resolution approving appointment of Rich Lepper to fill vacancy on Property Maintenance Appeals Board (Contractor Seat)
 16. Resolution approving request from Ames International Partner Cities Association to carry over \$5,100 in funds from FY 2017/18 to FY 2018/19
 17. Resolution approving preliminary plans and specifications for Installation Services for 69kV UG Power Cable - Top-O-Hollow, setting June 27, 2018, as the bid due date and July 10, 2018, as the date of public hearing
 18. Resolution awarding a three-year contract to KTA, LLC d/b/a Knapp Tedesco Insurance of Ames, Iowa for Insurance Broker Services for Liability Insurance in the amount of \$111,000
 19. Resolution approving Main Street Iowa Program Agreement with Iowa Economic Development Authority and Ames Chamber of Commerce (d/b/a Main Street Cultural District) for July 1, 2018, through December 31, 2019
 20. Resolution approving Neighborhood Improvement Grant Program grant to "Friends of Roosevelt Park" for Ping Pong Tables and Bench to be placed in Roosevelt Park
 21. Resolution approving Certification of Local Government Approval on behalf of Local Non-Profit Organizations Receiving Emergency Shelter Grant Funds
 22. Resolution awarding contract to Design Alliance, Inc., of Waukee, Iowa, for Design and Engineering Services for Homewood Golf Course Clubhouse Project in the amount of \$51,500
 23. Resolution awarding contract to Electrical Engineering and Equipment Co., of Windsor Heights, Iowa, for Motor Repair for Power Plant from July 1, 2018, to June 30, 2019, for hourly rates and unit prices bid in an amount not to exceed \$90,000
 24. Resolution awarding contract to L & S Electric, Inc., of Coon Rapids, Minnesota, for the Top-O-Hollow Substation Equipment Commissioning in the amount of \$76,169
 25. Non-Asbestos Insulation and Related Services and Supplies:
 - a. Resolution approving renewal of contract to Total Insulation Mechanical, Inc., of Ames, Iowa, for period from July 1, 2018, to June 30, 2019, in an amount not to exceed \$80,000
 - b. Resolution approving contract and bond

26. Resolution approving renewal of contract with Keck Energy of Des Moines, Iowa, to Supply #2 Ultra-Low Sulfur Diesel to Power Plant for period from July 1, 2018, to June 30, 2019, in an amount not to exceed \$150,000
27. Asbestos Maintenance Services for Power Plant:
 - a. Resolution approving renewal of contract with ESA, Inc., of North Sioux City, South Dakota, for period from July 1, 2018, to June 30, 2019, in an amount not to exceed \$80,000
 - b. Resolution approving contract and bond
28. Resolution approving renewal of contract with Burns & McDonnell of Chesterfield, Missouri, for Professional Services for Fire Risk Mitigation for Power Plant for period from July 1, 2018, to June 30, 2019, in an amount not to exceed \$50,000
29. Resolution awarding contract to HTH Companies, Inc, of Union, Missouri, for Specialized Wet Dry Vacuum, Hydro Blast, and Related Cleaning Services for hourly rates and unit prices bid in an amount not to exceed \$120,000
30. Resolution awarding contract to Wesco Distribution of Des Moines, Iowa, for Electric Services Aluminum Cable in the amount of \$79,447.50 (inclusive of Iowa Sales Tax and subject to metals adjustment at time of order)
31. Resolution waiving Purchasing Policies and Procedures and awarding a sole-source contract to WatchGuard Video of Allen, Texas, for body-worn cameras for the Police Department in the amount of \$141,907
32. Resolution waiving Purchasing Policies and Procedures and awarding a contract to United Conveyor Corporation of Waukegan, Illinois, for engineering services for Unit 7 and Unit 8 Fly Ash Handling System Modifications in the amount of \$65,250
33. Resolution waiving Purchasing Policies and Procedures and awarding a contract to The Babcock & Wilcox Company of Kansas City, Missouri, for engineering study for operating Unit 8 Boiler at lower steam temperature and pressure in the amount of \$76,263
34. Resolution approving renewal of contract for purchase of electric meters to Fletcher-Reinhardt Co., of Cedar Rapids, Iowa, in accordance with unit price bid
35. Resolution awarding contract for Year Four of a five-year contract to Itron, Inc., of Liberty Lake, Washington, for purchase of water meters and related parts and services for the Water and Pollution Control Department for the period of July 1, 2018, to June 30, 2019, in an aggregate amount not to exceed \$433,400
36. Resolution approving contract and bond for 2018/19 Pavement Restoration - Slurry Seal Program
37. Resolution approving contract and bond for Continuous Emissions Monitoring System Replacement
38. Resolution approving contract and bond for Electrical Maintenance Services for Power Plant
39. Resolution approving Change Order No. 3 with TEI Construction Services, Inc., of Duncan, South Carolina, for Boiler Maintenance Services for Power Plant in an amount not to exceed \$300,000
40. Resolution accepting partial completion of public improvements and reducing security being held for Crane Farm Subdivision, 4th Addition
41. Resolution approving Final Plat for Menard's Ames Subdivision (530 and 900 SE 16th 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.

ADMINISTRATION:

- 42. Staff Report on Rental Concentration Hardship and Exception Options
- 43. Motion setting salaries for Council appointees FY 2018-19

PARKS & RECREATION:

- 44. City-Owned Tennis Courts at Ames High School
 - a. Motion providing direction to staff

PLANNING & HOUSING:

- 45. Resolution approving Ames Urban Fringe Plan Map Amendment for 3554 N. 500th Avenue
- 46. Phase IV Research Park:
 - a. Project Overview
 - b. Resolution authorizing City to co-sponsor (with Iowa State University Research Park) the U. S. Economic Development Administration Grant Application

HEARINGS:

- 47. Hearing on Nuisance Assessments:
 - a. Resolution assessing costs of snow/ice removal and certifying assessments to Story County Treasurer
- 48. Hearing on the vacation of right-of-way adjacent to 1604 Truman Drive:
 - a. First passage of ordinance vacating right of way
- 49. Hearing on 2017/18 South Duff Avenue Improvements:
 - a. Motion accepting Report of Bids and delaying award of contract
- 50. Hearing on Water Pollution Control Facility Structural Rehabilitation Project, Phase 2:
 - a. Resolution approving final plans and specifications and awarding contract to Minturn, Inc. of Brooklyn, Iowa in the amount of \$558,600

ORDINANCES:

- 51. First passage of ordinance to change street names in the East Annexation Area
- 52. Second passage rezoning properties within the Downtown Gateway Focus Area of the Lincoln Way Corridor Plan from Highway Oriented Commercial (HOC) and Downtown Service Center (DSC) Zoning Districts to Downtown Gateway Commercial Zoning District
- 53. Second passage of ordinance approving revision to *Municipal Code* Section 21.121(2) to allow signs not exceeding 16 square feet to be erected in residentially zoned private parks
- 54. Third passage and adoption of Downtown/Gateway Zoning District ORDINANCE NO. 4355 pertaining to standards
- 55. Third passage and adoption of ORDINANCE NO. 4356 relating to installation of public art in setbacks

56. Third passage and adoption of ORDINANCE NO. 4357 establishing the 415 Stanton Avenue Urban Revitalization Area
57. Third passage and adoption of ORDINANCE NO. 4358 rezoning 3507 South Duff Avenue from Highway-Oriented Commercial (HOC) to Agricultural (A)
58. Third passage and adoption of ORDINANCE NO. 4359 modifying Section 19.12 of *Municipal Code* to allow bike-riding on hard-surfaced pathways in Brookside Park

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

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 (AAMPO)
TRANSPORTATION POLICY COMMITTEE
AND REGULAR MEETING OF THE
AMES CITY COUNCIL**

AMES, IOWA

MAY 22, 2018

The Ames Area Metropolitan Planning Organization (AAMPO) Transportation Policy Committee meeting was called to order by Ames Mayor and voting member John Haila at 6:00 p.m. on the 22nd day of May, 2018, 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; Tim Gartin, City of Ames; David Martin, City of Ames; Chris Nelson, City of Ames; Lauris Olson, Story County; and Bill Zinnel, Boone County. AAMPO Administrator John Joiner, City of Ames Transportation Planner Tony Filippini, and City of Ames Transit Director Sheri Kyras were also present. Voting members Amber Corrieri, City of Ames; and Jonathan Popp, Gilbert Mayor were absent. The Transit Representative has not yet been named.

Mayor Haila welcomed Andy Loonan, who will be representing Iowa Department of Transportation District 1 on the Ames Area Metropolitan Planning Organization.

HEARING ON AMENDMENT TO 2015-2019 PASSENGER TRANSPORTATION PLAN (PTP):

According to Transportation Planner Tony Filippini, CyRide is seeking to allocate the remaining uncommitted funding from Dial-A-Ride services to purchase Automated Vehicle Annunciators (AVA) for the CyRide Fixed-Route Fleet. The project will cost \$1,000,000 with \$800,000 in federal funding. It is a multi-year project. CyRide has \$435,452 of existing 5310 Funding available, which can be programmed over the next several years for this project to benefit the elderly and disabled Ames community members. The Transit Board made a commitment within its Capital Plan to purchase the AVA system over a four-to five-year period beginning in FY 2019. CyRide would fund the local portion of this project. According to Mr. Filippini, the Story County Human Service Council reviewed this project at its February 22, 2018, meeting and recommended to the AAMPO that the PTP be amended. The AAMPO Transportation Policy Committee is required to approve the PTP along with the recommended program for submittal to the Iowa Department of Transportation and Federal Transit Administration.

Mayor Haila opened the public hearing. There being no one wishing to speak, the hearing was closed.

Moved by Beatty-Hansen, seconded by Olson, to approve the Amendment to the 2015-2019 Passenger Transportation Plan.

Vote on Motion: 8-0. Motion declared carried unanimously.

HEARING ON AMENDMENT 2018-2021 TRANSPORTATION IMPROVEMENT PROGRAM

(TIP): Transportation Planner Filippini stated that the proposed amendment to the FY 2018-2021 TIP involves three changes:

1. \$212,980 in CMAQ - #9 Plum Weekday Route Expansion (Project 3664):
Iowa Clean Air Attainment Program funding was awarded by the Iowa DOT on January 9, 2018, and the project must be added to access the award.
2. \$435,452 in 5310 Funding. [Annunciators (Project 4840)]:
Add new project using uncommitted 5310 Funding to purchase on-board annunciators for CyRide's Fixed-Route Fleet

3. \$160,000 in TAP - Skunk River Trail: SE 16th Street to E. Lincoln Way (Project 14983):

Remove project to maintain fiscal constraint in FY 2018. All anticipated funding will be maintained.

Mr. Filippini noted that the requirements to process an Amendment to the TIP require an opportunity for public review and comment as well as approval by both the Technical and Policy Committees of the AAMPO. The Transportation Technical Committee reviewed the Amendment on March 8, 2018. The public input period was available from March 27, 2018, to May 11, 2018. No comments requesting modifications were received during the input period.

Mayor Haila commented that the annunciators will be a great enhancement to the system. Transit Director Sheri Kyras noted that it would be a multi-year program. She explained how the on-board annunciators for CyRide's Fixed-Route Fleet will work, noting it is hoped that, eventually, it will be available for all CyRide stops. In response to Tim Gartin's question, Ms. Kyras answered that, at this point, it is only audio.

The hearing was declared open by Mayor Haila. No one came forward to speak, and the hearing was closed.

Moved by Beatty-Hansen, seconded by Zinnel, to approve the Amendment to the 2018-2021 Transportation Improvement Program for submission to the Iowa Department of Transportation.

Vote on Motion: 8-0. Motion declared carried unanimously.

HEARING ON DRAFT 2019 TRANSPORTATION PLANNING WORK PROGRAM (TPWP): It was explained by Mr. Filippini that, as part of the federal regulations governing Metropolitan Planning Organizations, the Federal Highway Administration and Federal Transit Administration provide planning funds to reimburse the agencies for transportation planning activities. Federal and state partners at the Iowa Department of Transportation, Federal Highway Administration, and the Federal Transit Administration were provided the opportunity to review the proposed TPWP for Ames during the month of April. The draft document was found to conform to state and federal regulations and found to include appropriate activities to perform the regional transportation planning process. The AAMPO Transportation Technical Committee reviewed the FY 2019 TPWP and unanimously recommended approval. The AAMPO staff received and addressed comments from the Iowa Department of Transportation, Federal Highway Administration, and Federal Transit Administration. During the public input period, no revisions were requested by the public.

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

Moved by Nelson, seconded by Olson, to approve the Draft FY 2019 Transportation Planning Work Program.

Vote on Motion: 8-0. Motion declared carried unanimously.

DRAFT FY 2019-2022 TRANSPORTATION IMPROVEMENT PROGRAM (TIP): Mr. Filippini advised that, in order to receive funds for transportation improvement projects, it is necessary for the projects to be part of the approved state-wide plan. The initial step in that process is for the AAMPO to develop a Draft Transportation Improvement Program. According to Mr. Filippini, the Draft 2019-2022 TIP provides for projects for street improvements, CyRide improvements, and trail projects. In Spring 2018, the AAMPO distributed applications for new funding for Surface Transportation Block Grant (STBG) and Transportation Alternative (STBG-TAP) projects. Two STBG applications were received and three STBG-TAP applications were received.

The STBG applications received were for new projects, as follows:

1. For FY 2022: 24th Street (Stange Road to the Railroad) and Stange Road (Blankenburg Drive to 24th Street) sponsored by the City of Ames with a federal fund request of \$1,600,000 of the total \$4,200,000 cost
2. For FY 2022: Vehicle Replacement sponsored by CyRide with a federal request of \$225,000 of the total \$554,895 cost

The STBG-TAP applications received were for new projects, as follows:

1. For FY 2019: SW Greenbelt Trail (Beedle to the Intermodal) sponsored by the City of Ames with a federal request of \$159,000 of the total \$400,000 cost
2. For FY 2021: Vet Med Trail (S. 16th to S. Grand) sponsored by the City of Ames with a federal request of \$159,000 of the total \$500,000 cost
3. For FY 2022, Squaw Creek Trail sponsored by the City of Ames with a federal request of \$159,000 of the total \$680,800 cost

According to Mr. Filippini, the above-named projects have been incorporated into the Draft FY 2019-2022 TIP. The Transportation Technical Committee reviewed the Draft on May 17, 2018. The Draft document and map of the projects are available for public review and comment on the AAMPO Web page. The Final FY 2019-2022 TIP is due to the Iowa Department of Transportation by July 15, 2018.

Moved by Beatty-Hansen, seconded by Olson, to approve the Draft FY 2019-2022 Transportation Improvement Program and set July 10, 2018, as the date of public hearing.

Vote on Motion: 8-0. Motion declared carried unanimously.

POLICY COMMITTEE COMMENTS: Story County Supervisor Lauris Olson and Boone County Supervisor Bill Zinnel advised that their entities are also working on trail systems. Mr. Zinnel added that Boone County's project, in its very beginning states, will eventually connect Boone to the Madrid Trail.

ADJOURNMENT: Moved by Zinnel, seconded by Olson, to adjourn the AAMPO Transportation Policy Committee Meeting at 6:17 p.m.

Vote on Motion: 8-0. Motion declared carried unanimously.

REGULAR MEETING OF THE AMES CITY COUNCIL

The Regular Meeting of the Ames City Council was called to order by Mayor Haila at 6:21 p.m. on May 22, 2018, in the City Council Chambers in City Hall, 515 Clark Avenue. Present from the Ames City Council were Bronwyn Beatty-Hansen, Gloria Betcher, Tim Gartin, David Martin, and Chris Nelson. *Ex officio* Member Allie Hoskins was also present. Council Member Amber Corrieri arrived at 6:22 p.m.

Mayor Haila welcomed newly appointed *ex officio* City Council Member Allie Hoskins to the dais. Ms. Hoskins said that she is originally from Marion, Iowa. She is majoring in Political Science at Iowa State University.

Council Member Amber Corrieri arrived at 6:22 p.m.

PROCLAMATION FOR "NATIONAL PUBLIC WORKS WEEK:" Mayor Haila proclaimed May 20 - 26, 2018, as "National Public Works Week." Accepting the Proclamation on behalf of the City of Ames Public Works Department were Director John Joiner, Municipal Engineer Tracy Warner, and Superintendent of the Resource Recovery Plant Bill Schmitt.

CONSENT AGENDA: Council Member Martin asked to pull Item No. 23, Preliminary Plans and Specifications for 2017/18 S. Duff Improvements, for separate discussion.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting of May 8, 2018
3. Motion approving Report of Contract Change Orders for May 1-15, 2018
4. Motion approving 5-day (June 13-17) Class C Liquor License for Olde Main at Reiman Gardens, 1407 University Boulevard
5. Motion approving new Class C Liquor License for Cy's Party Time Lounge, 115 5th Street
6. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class B Liquor & Catering – Gateway Hotel & Conference, 2100 Green Hills Drive
 - b. Class C Liquor – Fuji Japanese Steakhouse, 1614 S. Kellogg Avenue #101
 - c. Class C Liquor, B Wine, & Outdoor Service – Della Viti, 323 Main Street #102
7. Motion approving request from Iowa State Conference Planning and Management for Fireworks Permit for display from ISU Lots C5-C6 at 9:45 p.m. on Saturday, May 26 for Odyssey of the Mind
8. RESOLUTION NO. 18-289 accepting Deed from Barbara J. Hanson dedicating right-of-way in the area of 1811 E. Lincoln Way
9. RESOLUTION NO. 18-290 approving annual changes to ASSET Policies and Procedures
10. RESOLUTION NO. 18-291 awarding contract to Eide Bailly LLP of Dubuque, Iowa, to audit the City's financial statements for FY ending June 30, 2018
11. RESOLUTION NO. 18-292 approving FY 2018/19 Contracts with Human Services agencies (ASSET)
12. RESOLUTION NO. 18-293 approving FY 2017/18 and 2018/19 Outside Funding contracts
13. RESOLUTION NO. 18-294 approving FY 2018/19 Commission On The Arts (COTA) Annual Grant contracts
14. RESOLUTION NO. 18-295 approving revision to 2017/18 COTA Annual Grant Contract for India Cultural Association
15. RESOLUTION NO. 18-296 approving one-year Lease extension for Welch Avenue Parking Lot T
16. RESOLUTION NO. 18-297 approving Addendum to Memorandum of Understanding between Iowa State University and the City regarding law enforcement services at University-leased residential property
17. RESOLUTION NO. 18-298 amending the U-STEP Agreement with Iowa DOT for 2015/16 Traffic Signal Program (University Boulevard & Highway 30 Westbound Off-Ramp)
18. RESOLUTION NO. 18-299 approving Addendum to Iowa DOT Funding Agreement for 2007/08 Shared Use Path System Expansion (Bloomington to Ada Hayden)
19. RESOLUTION NO. 18-300 approving preliminary plans and specifications for 2007/08 Shared Use Path System Expansion (Bloomington to Ada Hayden); setting June 19, 2018, as the bid due date and June 26, 2018, as the date of public hearing
20. RESOLUTION NO. 18-301 approving preliminary plans and specifications for 2017/18 Low-Point Drainage - Ridgetop Road (130' west of Valley View Road); setting June 20, 2018, as bid due date and June 26, 2018, as date of public hearing
21. RESOLUTION NO. 18-302 approving preliminary plans and specifications for 2016/17 Arterial Street Improvements - West Lincoln Way; setting June 20, 2018, as bid due date and June 26, 2018, as date of public hearing
22. RESOLUTION NO. 18-304 awarding contract to DPC Industries, Inc., of Bellevue, Nebraska, for Liquid Sodium Hypochlorite for Water Plant and Power Plant in the unit price of \$0.94/gallon
23. RESOLUTION NO. 18-305 waiving purchasing policy requirement for formal bidding procedures and awarding sole source contract to Open Systems International, Inc., of Medina, Minnesota, for Monarch Diamond Support for SCADA in the amount of \$102,513

24. Water & Pollution Control (WPC) Biosolids Disposal Operations Contract:
 - a. RESOLUTION NO. 18-306 accepting completion of Year 2 Contract by Nutri-Ject System, Inc., of Hudson, Iowa
 - b. RESOLUTION NO. 18-307 awarding Year 3 to Nutri-Ject System, Inc., of Hudson, Iowa, in the amount of \$52,025
25. RESOLUTION NO. 18-308 awarding Contract to Atlas Copco Compressors, LLC, of Omaha, Nebraska, for Instrument Air Compressor for Electric Services in the amount of \$50,070 (inclusive of Iowa sales tax)
26. RESOLUTION NO. 18-309 awarding Contract to STI CEMS Services, LLC, of Waldron, Arkansas, for Continuous Emissions Monitoring System Replacement for Electric Services in the amount of \$448,135.30 plus applicable sales taxes to be paid by the City of Ames to the State of Iowa
27. RESOLUTION NO. 18-310 approving contract and bond for Top-O-Hollow Substation Construction
28. RESOLUTION NO. 18-311 approving renewal of Contract with Wright Tree Services of Des Moines, Iowa, for Electric Distribution Line Clearance Program for period July 1, 2018, through June 30, 2019, at a cost not-to-exceed \$317,900
29. RESOLUTION NO. 18-312 approving renewal of Contract with MCG Energy Solutions, LLC, of Minneapolis, Minnesota, for MISO Market Participant Services for period July 1, 2018, through June 30, 2019, in the amount of \$126,690
30. RESOLUTION NO. 18-313 approving renewal of Contract with ChemTreat, Inc., of Glen Allen, Virginia, for Chemical Treatment Program for Power Plant in an amount not to exceed \$282,000
31. RESOLUTION NO. 18-314 accepting completion of contract with Hooper Corporation of Madison, Wisconsin, for Ames Plant to NE Ankeny 161 kV Transmission Line Iowa DOT Relocation at a total cost of \$950,032.43
32. RESOLUTION NO. 18-315 approving Plat of Survey for 322, 330, 334, 404, and 408 S. 4th Street
Roll Call Vote: 6-0. Resolutions/Motions declared adopted/approved unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

2017/18 S. DUFF AVENUE IMPROVEMENTS: Council Member Martin noted that the project in question is a \$2.2 project and will involve transportation improvements along S. Duff Avenue between the Iowa DNR State Forest Nursery and Ken Maril Road. He referenced the Council Action Form, which stated that the staging for the project was coordinated with the Iowa Department of Transportation, and it had been determined that a 30-day closure of S. Duff would be necessary in order to achieve the best bid prices and accelerate the construction work on the project. Mr. Martin pointed out that closing S. Duff would have a large impact on people, and he inquired as to how that would impact bid prices as well as the completion of the construction. Public Works Director Joiner answered that it was felt bids would come in 8 to 12% higher, which would equate to approximately \$200,000, and the project would take an additional six to eight weeks to complete if they had to schedule one-half of the roadway to be done at one time.

Moved by Martin, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 18-303 approving preliminary plans and specifications for 2017/18 S. Duff Avenue Improvements; setting June 6, 2018, as bid due date and June 12, 2018, as the date of public hearing.

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

PUBLIC FORUM: Mayor Haila opened Public Forum. Cindy Hicks, Director of the Main Street Cultural District, 304 Main Street, Ames, explained that in September 2016, she had addressed the Council and requested \$3,000 from the City in matching funds to complete an application for a grant for a Nomination to the National Register of Historic Places for the Main Street Cultural District. This process had been started some time ago, but after 18 months, Ms. Hicks said she was pleased to report

that the application was approved, the Ames Main Street Cultural District Nomination was accepted, and it is now listed on the National Register of Historic Places. According to Ms. Hicks, the area includes 81 properties, 66 of which are contributing members. It opens up State Tax Credits of 25% and Federal Tax Credits of 20% to property owners who do qualified rehabilitation to their buildings. Ms. Hicks believes that many property owners are or will be interested in improving their properties, which in turn, will make Downtown Ames a better place and help to preserve it for future generations. Ms. Hicks thanked the Council for its monetary contribution and to those who helped with the Nomination process.

Ross Schade, 25498 Sand Hill Trail, Ames, Iowa, told the Council members that he was requesting their consideration of his request to subdivide 20 acres that he owns on Sand Hill Trail. He stated that his intent is not to change the zoning of Sand Hill Trail and not to change the Ames Urban Fringe Plan (AUFPP); however, he is asking the City Council to give a yes or no answer as to whether the new parcel that he hopes to create, which would consist of 14 acres, would be buildable. The subdivision has been approved by Story County and the Ames Planning and Zoning Commission; however, the question is whether the new parcel would be buildable. Mr. Schade read an excerpt from the AUFPP, specifically Policy 4, which states its intent is to limit non-agricultural residences in the Ag Farm Service designation to homes existing at the time of the Plan...in order to preserve high-quality farmland. It was noted by Mr. Schade that there is no numerical threshold listed. Mr. Schade said he takes issue with the consistency of that Policy since his home is surrounded by parcels of 2, 3, 5, 13, and 13 acres. They are all in the Ag Farm Service Area and are zoned A-1 Agricultural. His new proposed parcel would be larger than all of those. Mr. Schade also referenced a 28E Agreement from 2011, specifically Section 5.2.1, where it states that cities agree to waive the exercise of their extraterritorial subdivision authority. Mr. Schade believes that that is not being followed by the City of Ames. Lastly, he pointed out that the intent of the restrictions in Policy 4 are to preserve high-quality farmland in Story County. According to Mr. Schade, it is called "Sand Hill" for a reason; it is not high-quality farmland and placing a new home on 14 acres of his property would not take any high-quality farmland out of service.

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

RENTAL HOUSING CONCENTRATION CAP: Mayor Haila explained that public input will not be taken under Item No. 35a: Discussion of Hardship Options; it will be limited to Council discussion only. However, if the Council decides to include hardship options in the Ordinance, public input will be taken prior to the passage of the revised Ordinance. Public input will not be taken under Item No. 35b: Third Passage and Adoption of Ordinance No. 4354 Setting the Rental Concentration Cap. Public input will be accepted on Item No. 35c: Resolution Establishing the Concentration Cap Boundaries. If Item 35d: First Passage of an Ordinance Continuing the Moratorium until July 31, 2018, is necessary, there will be no public input taken.

Discussion of Hardship Options. Planning and Housing Director Kelly Diekmann noted that the hardship options were requested by the City Council on May 8. He stated that, if the option for a permanent exception is pursued, the City Council must first identify what is considered a hardship. Mr. Diekmann commented that the hardship could include individuals with immediate circumstances related to the sale of their property or it could include people who may have issues selling their property in the future. According to Director Diekmann, when considering a hardship related to the sale of property, it will likely come down to considering how to evaluate return on investment and resale expectations in a specific neighborhood. According to Mr. Diekmann, due to the permanent exception of a hardship finding, the threshold of approval should be a high bar so as to maintain the integrity of the Concentration Cap.

Director Diekmann stated that staff had devised three options for the Council's consideration, as follows:

- Option 1: Two-Year Sale Process with Prerequisite of Abutting Registered Rental Property
- Option 2: Nine-Month Sale Process and No Abutting Rental Property Prerequisite
- Option 3: Defer Cap Requirement for Six Months for Current Property Owners

According to Director Diekmann, staff was suggesting that each Option contain Qualification Prerequisites. Decision-making criteria to be used by the City Council have also been devised by staff. Mr. Diekmann said staff needs direction prior to moving ahead. He noted that if the Council passes on third reading and adopts the Ordinance setting the Rental Concentration Cap, an extension of the Moratorium will not need to be considered.

Council Member Gartin asked whether staff had looked at other communities that have similar Rental Concentration Caps to see if they take any hardships into consideration. Director Diekmann answered that none of the cities that were surveyed in April have permanent exceptions. Council Member Corrieri pointed out how the East Lansing, Michigan, Ordinance, which is resident-driven, handles grandfathering of exceptions. Director Diekmann advised that staff did not use East Lansing in the comparison or any of the models because the situations and issues are so different from Ames.

Council Member Betcher said that she had received questions as to whether she has a conflict of interest because she lives in the SCAN. She asked City Attorney Mark Lambert to give the definition of a conflict of interest. City Attorney Lambert noted that "Conflict of Interest" is defined in the *Iowa Code* as receiving financial gain. He specified that just living in a neighborhood in question does not constitute a conflict of interest.

Council Member Gartin suggested that the City Council first discuss Options 1 and 2. He asked Director Diekmann to give a summary of the Options.

Option 1. Two-Year Sale Process with Prerequisite of Abutting Registered Rental Property. Mr. Diekmann noted that this Option was first described as part of the Staff Report to the Council at its April 10, 2018, meeting. According to Director Diekmann, without a time on the market standard, there would be no way to know the viability of the sale of the home for ownership purposes. The standards are designed to overlap with the option of a Transitional Letter of Compliance (LOC) that allows for the renting of the property for up to two years if someone is unable to sell their home. This Option also includes a prerequisite for abutting other rental properties. The proximity standard reflects earlier concerns expressed in April for hardships about selling property when properties are surrounded by other rental properties.

Qualification Prerequisites:

1. Evidence of offering/advertising the property for sale for a minimum a period of 24 months with disclosure of offers received for purchase of the property that have been rejected.
 2. Evidence of the original purchase price, date of purchase, and current mortgage balance.
 3. Current appraised value of the dwelling with comparable sales.
 4. A home inspection report describing the condition of the property.
 5. Rental Housing Code pre-inspection and cost estimate for compliance with the Rental Housing Code.
 6. Property must have been in ownership by the current property owner for a minimum of five years.
 7. Prerequisite that the property has abutting registered dwelling units on a minimum of three sides.
- Mr. Diekmann advised that staff will need direction on whether "across the street" counts as

abutting. This was originally proposed without including “across the street.”

Council Member Betcher questioned how the Council could weigh one hardship over another. She commented that there is no way to judge what is really a hardship. Council Member Martin suggested that the Council make a list of criteria needed to establish a hardship. He does not, however, endorse the Council creating a list of allowed hardships. Mr. Martin added that he does not want to include personal hardships. Council Member Betcher asked how the assessed value of a home would figure into the equation when people are paying a lot over the assessed value for some of the homes. When the house is sold, that property owner might not be able to get the assessed value. Director Diekmann stated that the assessed value is based on all types of sales of similar homes in the area; it is the only non-biased number. Council Member Nelson shared that he would not be in favor of using the assessed value.

Council Member Corrieri commented that everyone’s situation might be different and what is a hardship for one might not be a hardship for another owner. She suggested that it not be tied to a financial hardship, but to the set of circumstances. Council Member Martin said that he recognizes that there will always be those who believe their circumstances creates a hardship for them. He offered the recommendation that the City Council keep the decision-making criteria pretty high level, e.g., but for the Rental Concentration Cap, the property would have sold; and that the advantages to the neighborhood and the City of the property having a Letter of Compliance outweigh the disadvantages to the neighborhood and the City.

Director Diekmann continued explaining the Options, as follows:

Option 2. Nine-Month Sale Process and No Abutting Rental Property Prerequisite. Mr. Diekmann stated that this Option is the same as Option 1 with the exception of the amount of time the property needs to be for sale and whether the property abuts other rentals.

Qualification Prerequisites:

1. Evidence of offering/advertising the property for sale for a minimum period of nine months with disclosure of offers received for purchase of the property that have been rejected.
2. Evidence of the original purchase price, date of purchase, and current mortgage balance.
3. Current appraised value of the dwelling with comparable sales.
4. A home inspection report describing the condition of the property.
5. Rental Housing Code pre-inspection and cost estimate for compliance with the Rental Housing Code.
6. Property must have been in ownership by the current property owner for a minimum of five years.
7. There would be no prerequisite of abutting existing rental properties.

Option 3 was summarized by Director Diekmann. He stated that that Option does not consider proving a hardship, but would allow a current property owner to register the property and receive a Letter of Compliance within the next six months. This Option would essentially defer the 25% cap restriction for a limited time to allow for existing property owners who think it is financially advantageous to invest in registering a property and receiving a Letter of Compliance to do so. This approach would provide

a one-time exception process for current owners and would not allow a new property owner that is buying into a neighborhood the option to register the property as a rental property. If property owners do not complete the Letter of Compliance within the six-month time frame, they would not be eligible for the exception. Mr. Diekmann noted that the City Council could also apply the minimum ownership standard of five years that is included in the previous two options.

Council Member Beatty-Hansen offered her opinion that personal life events would be much less subjective than the assessed value of the property.

Council Member Martin stated that his take on Option 1 is to require three sides be rentals. He offered his recommendation that the rentals may be across the street or a substantial equivalent due to geography.

Council Member Corrieri said that she does not want to make people come before the City Council to describe their hardship. She recommended that the Council create a set of circumstances that staff can apply. Council Member Gartin noted that staff will then have to enforce. Building Official Sara VanMeeteren suggested the use of the Property Maintenance Appeals Board.

Council Member Nelson commented that he is struggling with the fact that, right now, there is a moratorium causing property owners to not be able to sell their homes. Council Member Beatty-Hansen said she still is not seeing how that “personal event” creates a hardship. Council Member Nelson continued by saying that there are people who have been relocated and they can’t buy a house where they have been relocated because they can’t sell their house in Ames. To him, that is a personal event, but the hardship has been created because of the Concentration Cap.

Council Member Betcher pointed out that on Franklin Avenue, there are houses that have a rental next-door, one across the street, and one in back of them. They could apply to the Council for a hardship exception and it would be granted. That then makes the one non-rental to the north having rentals on three sides and they also could apply for a hardship exception. Director Diekmann said that staff tried to address that by adding certain qualification prerequisites. She pointed out that that defeats the purpose of the Rental Concentration Cap.

Council Member Nelson proposed that a prerequisite include a list of criteria for a life event to include the death of family member (with definition of family), job change, divorce, and/or major sickness that would create a financial hardship - plus the time on the market component (based at the current housing market) or abutting rental properties on three sides, including across the street, plus time on the market.

Council Member Betcher feels that the closer a property is to rentals, the lower the property value of an owner-occupied home becomes.

Council Member Gartin offered that, although he was not committed to a five-year requirement, perhaps it should include a five-year requirement for owning the property. Council Member Martin shared that he did not want to add that. He noted that Option 1, which requires evidence of offering the property for sale for a minimum of 24 months already includes those owners who purchased the property prior to the Moratorium going into effect.

Council Member Betcher pointed out that it appears that there could be a lot of exemptions that would allow rentals to remain, so why should the Council even bother to have the Cap. The stability of the neighborhoods is not going to be improved, which she thought was the goal.

Council Member Corrieri explained that she wanted to mitigate harm for people who are forced into a

situation beyond their control. Council Member Nelson pointed out that the Council doesn't even know if the Cap number of 25% is the right number.

Moved by Gartin to direct that qualification prerequisites include a life event plus time on market.

Council Member Betcher said it is very difficult to define a significant life event. There will be people who deem their life event more significant than others. Council Member Gartin said that he felt that was more humane than using strictly financial criteria. Ms. Betcher said she didn't like that the hardship doesn't take into account abutting rentals. Her objective is to try to stabilize neighborhoods. She said that there is already the perception that the houses can't be sold as owner-occupied.

Council Member Beatty-Hansen suggested that perhaps Option 3 could include a five-year sunset clause.

Motion withdrawn.

Council Member Gartin asked if the Council should only care about the life events of the people who owned homes that have abutting rentals.

Council Member Nelson advocated for adding the requirement for 120 days to 150 days on the market.

Moved by Gartin, seconded by Corrieri, to direct staff to create the hardship option based on life event criteria and accept Council Member Nelson's suggestion as a friendly amendment to require that the property has been on the market for 120 days.

Council Martin noted that the theory of that motion is that the Rental Concentration Cap itself is a hardship throughout the neighborhood because it impacts property values. He stated that he does not like the life event criterion.

Vote on Motion: 3-3. Voting aye: Corrieri, Gartin, Nelson. Voting nay: Beatty-Hansen, Betcher, Martin. Mayor Haila declined to break the tie based on the fact that it will need four votes to adopt a Resolution in the future.

Moved by Martin, seconded by Betcher, to go with Option 1, but strike Item 6, which required the current property owner to have owned the house for a minimum of five years; on Item 7, three sides may include across the street or an equivalent based on geography; Item 8 would be added to state that properties purchased after the Moratorium, which was October 27, 2017, do not qualify for long-term exemption; and include that, but for the Rental Concentration Cap, the property would have sold; and that the advantages to the neighborhood and the City of the property having a Letter of Compliance outweigh the disadvantages to the neighborhood and the City; and changing the minimum period of offering the property for sale from 24 months to nine months.

Discussion ensued about Item 3 pertaining to the current appraised value of the dwelling with comparable sales. Council Member Martin asked if the appraisal should be for an owner-occupied home, rather than a rental. He felt that would be the figure that Council would need to have. Council Member Gartin noted that the comparables would include rentals.

Council Member Martin summarized his motion, as follows: Under the Qualification Prerequisites for Option 1, as listed in the Staff Report:

Item No. 1: Change to nine months.

Item No. 2: Leave the same.

Item No. 3: Leave the same.

Item No. 4: Leave the same.

Item No. 5: Leave the same.

Item No. 6: Would be stricken.

Item No. 7: Require that the property has abutting registered dwelling units on a minimum of three sides, but the three sides may include across the street or an equivalent based on geography.

Item No. 8: Require that properties purchased after the Moratorium, which was October 27, 2017, do not qualify for long-term exemption; and include that, but for the Rental Concentration Cap, the property would have sold; and that the advantages to the neighborhood and the City of the property having a Letter of Compliance outweigh the disadvantages to the neighborhood and the City.

Vote on Motion: 4-2. Voting aye: Beatty-Hansen, Betcher, Gartin, Martin. Voting nay: Corrieri, Nelson. Motion declared carried.

Council Member Gartin asked Building Official VanMeeteren how many citations have been issued for renting a property without a Letter of Compliance. Ms. VanMeeteren answered that she had attempted unsuccessfully to cite one property owner.

Mr. Gartin also asked how hard the Council is going to fight for the people who didn't qualify for an exception. Council Member Betcher said she wants a way to address those people who have already started some sort of modifications to their home, but haven't yet gotten a Letter of Compliance (LOC). In her opinion, those people have made a financial investment. Building Official VanMeeteren stated that there were 42 property owners who applied for a LOC before the Moratorium went into effect. Council Member Betcher noted that there were also those who applied for a Building Permit to start renovations, but were not aware that they should apply for a LOC before the Moratorium became effective.

Council Member Gartin said that he would be very much in favor of a program to assist in the conversion of rental properties back to owner-occupied.

Moved by Beatty-Hansen to direct staff to pursue Option 3, but create a sunset clause on the LOCs that were not used.

Motion withdrawn.

Moved by Beatty-Hansen, seconded by Gartin, to direct staff to propose options, under Option 3, for a sunset clause if the LOC is not used and also specifying that the applicant must be the primary resident.

Council Member Betcher offered her opinion that still has the possibility of undermining the Cap.

Vote on Motion: 4-2. Voting aye: Beatty-Hansen, Corrieri, Gartin, Martin. Voting nay: Betcher, Nelson. Motion declared carried.

Ordinance Setting the Rental Concentration Cap. City Attorney Lambert recommended that the Council adopt the Ordinance on third passage, rather than postpone it.

Moved by Beatty-Hansen, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4354 setting the Rental Concentration Cap.

Roll Call Vote: 5-1 Voting aye: Beatty-Hansen, Betcher, Gartin, Martin, Nelson. Voting nay: Corrieri. Ordinance declared adopted, signed by the Mayor, and hereby made a portion of these Minutes.

The meeting recessed at 8:53 p.m. and reconvened at 9:02 p.m.

Concentration Cap Boundaries. Mayor Haila announced that public input would be accepted on the boundaries for the Rental Concentration Cap.

David Roepke, 3223 West Street, Ames, stated that he lives in the Westside Neighborhood. He asked for clarification as to whether the Westside Neighborhood was to be included. It was clarified by Attorney Lambert that the proposed Resolution does not include the Westside Neighborhood. The map, which does not include Westside at this time, is correct. Mr. Roepke told the Council that he wants his neighborhood (Westside) to be included. He felt that it doesn't make sense to not include Westside, which is the one neighborhood that is closest to Campus.

Dilys Morris, 535 Forest Glen, Ames, stated that she was representing the Oak-Wood-Forest Neighborhood. She said that the issue in their neighborhood doesn't just result from student renters, but from landlords who do not take care of their properties. Ms. Morris said that the Cap needs to be established and the rules and regulations pertaining to rental properties need to be enforced. She also noted two additional requests: (1) The residents of the neighborhoods need to take a greater role. They would like LOCs explained to them. (2) The fees and fines associated with rental properties need to be significantly increased.

Connie Ringlee, 2325 Storm Street, Ames, told the Council that her family has lived in their home since 1991. They purchased the property in 1991 because it was close to the University where she worked and it was affordable. Ms. Ringlee stated her belief that, by not having a Cap, more property will be converted to rentals, which will continue to raise the price of housing so more families can't buy their first house. She asked the Council to think about the lack of affordable housing in Ames. Ms. Ringlee stated that she really liked the idea of converting rental properties into single-family homes.

Sarah Conroy, 2318 Baker Street, Ames, stated that they had done a survey of support of the Cap in their SCAN - North Neighborhood. She showed a map that indicated that 75.63% of the residents surveyed in her neighborhood, which is the area west of Lynn Avenue, is against the Cap (90 of 119); only 8% had indicated a clear preference for a Cap. Ms. Conroy said that the representatives who have spoken on behalf of SCAN do not represent the entire Neighborhood. Ms. Conroy then showed a map noting the number of rentals in the Westside Neighborhood and in her neighborhood (the area of SCAN west of Lynn). She noted that the area of SCAN west of Lynn actually has more rentals than the Westside Neighborhood, but the residents of her neighborhood clearly do not want to be included in the Cap. Ms. Conroy said she was respectfully requesting that the part of SCAN west of Lynn Avenue be excluded from any Rental Concentration Cap.

John Pleasants, 516 Lynn, Ames, showed a map of the South Campus Area Neighborhood that indicated that Knapp Street, between Stanton and Lynn; and Storm Street, between Stanton and Lynn, are very saturated with rentals. The interior area, however, looks very much like the rest of SCAN. Mr. Pleasants stated that they do not know exactly what was said to the people in the area of SCAN west of Lynn, but wanted to point out that the number of rental properties affects the entire SCAN.

Chad Gourley, 2335 Baker Street, Ames, expressed his agreement with previous speaker Sarah Conroy. He noted that the Council had been willing to add neighborhoods that wanted to be included in the Cap, and he wanted them to also consider those neighborhoods that did not want to be included in the Cap.

Joanne Pfeiffer, 3318 Morningside Street, Ames, said that she thought that there had already been strong support from the Council for setting the Rental Concentration Cap. She stressed the importance of quality of life in neighborhoods and encouraged the Council to include College Creek/Old Ames Middle School Neighborhood in the Cap.

Moved by Nelson, seconded by Corrieri, to include East SCAN (east side of Lynn) in the boundaries of the Rental Concentration Cap neighborhoods.

Council Member Betcher said that she was not in favor of splitting SCAN. She didn't see any reason as to why the Council should create the separation. Council Member Nelson noted the data submitted by Sarah Conroy as the reason he felt it should not be included.

Council Member Corrieri said that she was not in favor of picking neighborhoods to be included in the Cap, but she was basing her opinion on the input and data being received and provided.

Council Member Betcher said she tended to prioritize the input received from owner-occupied properties over rental housing owners or occupants.

Council Member Gartin commented that he would not support the motion; however, he wants the Council to hear input from all citizens, including tenants and landlords.

Roll Call Vote: 2-4 Voting aye: Corrieri, Nelson. Voting nay: Beatty-Hansen, Betcher, Gartin, Martin. Motion failed.

Moved by Betcher, seconded by Beatty-Hansen, to include all of SCAN-North in the Cap.

Roll Call Vote: 4-2. Voting aye: Beatty-Hansen, Betcher, Gartin, Martin. Voting nay: Corrieri, Nelson.

Moved by Betcher, seconded by Beatty-Hansen, include Colonial Village in the Cap.

Roll Call Vote: 4-2. Voting aye: Beatty-Hansen, Betcher, Gartin, Martin. Voting nay: Corrieri, Nelson.

Moved by Beatty-Hansen, seconded by Betcher, to include College Creek/Old Ames Middle School in the Cap.

Roll Call Vote: 4-2. Voting aye: Beatty-Hansen, Betcher, Gartin, Martin. Voting nay: Corrieri, Nelson.

Moved by Beatty-Hansen, seconded by Betcher, to include Oak-Wood-Forest in the Cap.

Roll Call Vote: 4-2. Voting aye: Beatty-Hansen, Betcher, Gartin, Martin. Voting nay: Corrieri, Nelson.

Moved by Beatty-Hansen, seconded by Betcher, to include Oak-Riverside in the Cap.

Roll Call Vote: 4-2. Voting aye: Beatty-Hansen, Betcher, Gartin, Martin. Voting nay: Corrieri, Nelson.

Moved by Betcher, seconded by Beatty-Hansen, to include Edwards in the Cap.

Roll Call Vote: 4-2. Voting aye: Beatty-Hansen, Betcher, Gartin, Martin. Voting nay: Corrieri, Nelson.

Moved by Beatty-Hansen, seconded by Betcher, to include Westside in the Cap.

Roll Call Vote: 4-2. Voting aye: Beatty-Hansen, Betcher, Gartin, Martin. Voting nay: Corrieri, Nelson.

Council Member Martin noted that the Council had received a petition from homeowners requesting

that the block of Ash Avenue between Country Club Boulevard and Ashmore be included in the Rental Concentration Cap.

Council Member Betcher shared that that area of Ash Avenue does not have a neighborhood association of their own, but they have been associating themselves with the SCAN.

Moved by Martin, seconded by Betcher, to include those addresses on Ash Avenue, which would be numbered 810 through 1036, as part of Colonial Village.

Council Member Gartin said that Colonial Village might not want the properties on Ash to be included as part of the Cap boundaries because it would impact the percentage.

Council Member Martin clarified that the property owners on Ash, between Country Club Boulevard and Ashmore did not ask to be part of any neighborhood association.

Motion withdrawn.

Moved by Betcher, seconded by Gartin, to adopt RESOLUTION NO. 18-316 with the inclusion of the neighborhoods currently listed on the Web site, which are Edwards, Oak-Wood-Forest, College Creek/Old Ames Middle School, SCAN-North, Colonial Village, Oak-Riverside, and Westside.
Roll Call Vote: 4-2. Voting aye: Beatty-Hansen, Betcher, Gartin, Martin. Voting nay: Corrieri, Nelson.
Resolution declared adopted, signed by the Mayor, and hereby made a part of these Minutes.

Mayor Haila noted that, since the Rental Concentration Cap Ordinance was passed on third reading and adopted, there was no need to extend the Moratorium. Therefore, Item No. 35d, First passage of the Ordinance continuing the Moratorium until July 31, 2018, was moot.

ORDINANCE TO ALLOW SIGNS TO BE ERECTED IN RESIDENTIALLY ZONED PRIVATE PARKS: Mayor Haila opened the public hearing. There was no one who came forward to speak, and the Mayor closed the hearing.

Moved by Corrieri, seconded by Gartin, to pass on first reading an ordinance approving revision to *Municipal Code* Section 21.121(2) to allow signs not exceeding 16 square feet to be erected in residentially zoned private parks.
Roll Call Vote: 6-0. Motion declared carried unanimously.

DOWNTOWN/GATEWAY ZONING DISTRICT ORDINANCE PERTAINING TO STANDARDS: Mayor Haila explained that the Council would accept public input only on the changes made to the Ordinance at the May 8, 2018, Council meeting, which included the topics of adding four bedrooms and parking for four bedrooms. He asked if there was anyone who wished to speak on those specific changes.

Moved by Corrieri, seconded by Beatty-Hansen, to pass on second reading the Downtown/Gateway Zoning District Ordinance pertaining to standards.
Roll Call Vote: 4-1-1. Voting aye: Beatty-Hansen, Corrieri, Gartin, Martin. Voting nay: Betcher. Abstaining due to a conflict of interest: Nelson. Motion declared carried.

ORDINANCE RELATING TO INSTALLATION OF PUBLIC ART IN SETBACKS: Moved by Nelson, seconded by Beatty-Hansen, to pass on second reading an ordinance relating to installation of public art in setbacks.

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

ORDINANCE ESTABLISHING THE 415 STANTON AVENUE URBAN REVITALIZATION AREA: Moved by Gartin, seconded by Beatty-Hansen, to pass on second reading an ordinance establishing the 415 Stanton Avenue Urban Revitalization Area.

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

ORDINANCE REZONING 3507 SOUTH DUFF AVENUE: Moved by Gartin, seconded by Corrieri, to pass on second reading an ordinance rezoning 3507 South Duff Avenue from Highway-Oriented Commercial (HOC) to Agricultural (A).

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

ORDINANCE TO ALLOW BIKE-RIDING ON HARD-SURFACED PATHWAYS IN BROOKSIDE PARK: Moved by Betcher, seconded by Beatty-Hansen, to pass on second reading an modifying Section 19.12 of *Municipal Code* to allow bike-riding on hard-surfaced pathways in Brookside Park.

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

HEARING ON REZONING PROPERTIES WITHIN THE DOWNTOWN GATEWAY FOCUS AREA OF THE LINCOLN WAY CORRIDOR: Planning and Housing Director Diekmann advised that the City finalized the Lincoln Way Corridor Plan in January 2018. He noted that the Downtown Gateway Focus Area is a priority area of the Corridor Plan. The Focus Area was described as generally being the properties along Lincoln Way and south of the railroad tracks between Grand Avenue and Duff Avenue. In addition, the City's Land Use Policy Plan was amended in January 2018 to incorporate references to the Lincoln Way Corridor Plan and to include specific text for the Downtown Gateway Focus Area as part of the Downtown Expansion Area section. According to Director Diekmann, the Focus Area was embraced as a priority because it was the only area positioned to meet the goals described in the Corridor Plan of enhancing commercial opportunities complimentary to Downtown with options to create a unique type of commercial designation for the community. It also was highlighted as an opportune area to add mixed-use housing that is not student-housing-focused in order to diversify the City's housing choices. The first step of implementing the Focus Area was to create a new zoning district: Downtown Gateway Commercial (DGC). The intent for the zoning is to promote commercial trade uses of retail, restaurant, and entertainment; office uses; aggregating property for redevelopment, while allowing for individual small-site development; focusing on the 100 Block of Kellogg Avenue as the gateway connection to Downtown; reducing parking requirements; creating a more walkable environment; and, allowing for mixed-use residential development.

Mr. Diekmann told the Council that the proposed rezoning is critical to implementing the Corridor Plan for three primary reasons: (1) It sets clear expectations to the real estate market for desired areas of change compared to waiting for ad hoc requests. (2) It ensures the long-term compatibility of uses consistent with the vision of the Plan. (3) It includes design standards necessary to shape the urban design components of the area to enhance mobility and create an attractive destination. According to Director Diekmann, the HOC zoning, as it is currently written, does not include elements needed to fulfill the vision of creating a destination commercial/mixed-use area as expressed in the Corridor Plan and the Land Use Policy Plan.

Referencing the Council discussion at its April 24, 2018, meeting and the final standards of the DGC Zoning District, Mr. Diekmann offered three rezoning boundary options, as follows:

1. Rezoning the area initiated by the City Council on April 24, 2018. The area would include all properties within the Focus Area. It would establish the DGC zoning along both sides of Lincoln Way and along the intersecting streets. This would fully establish the long-term policy of the City

for change in the area to match the Lincoln Way Corridor Plan.

2. Includes DGC zoning for the core of the Focus Area. This approach concentrates the rezoning on the four most-critical blocks for the area and establishes a vision for redevelopment along both sides of Lincoln Way. This option would leave the periphery areas out of the immediate rezoning actions, which would reduce the number of new non-conformities related to use and site development standards. Mr. Diekmann noted that many of the periphery areas are not available for redevelopment at this time and would leave HOC zoning in place on those properties.
3. Includes DGC zoning for only the north side of Lincoln Way. This approach maintains the two most-critical areas for rezoning at this time and does not change HOC zoning for the periphery area of the properties along the south side of Lincoln Way. Limiting rezoning to the north side of Lincoln Way would reduce many potential conflicts about nonconforming uses, but not all. Continuing HOC zoning along the periphery and south side of Lincoln Way would allow for the current mix of uses that already exist and for the establishment of new highway-oriented commercial uses. According to Mr. Diekmann, this option would allow for some site redevelopment to occur, but does not sustain the long-term vision for change of character for the area by continuing to allow for the wide range of HOC uses that may not be compatible with redevelopment on the north side of the street.

At the inquiry of Council Member Gartin, Mr. Diekmann answered that the Lincoln Way Corridor process began approximately two years ago. Since that time, there have been a series of workshops and presentations, which has brought the Council to the point of recommending the rezoning of affected properties.

Director Diekmann advised that the Planning and Zoning Commission, at its meeting of May 16, 2018, voted to recommend that Council make no change in the zoning for the area and maintain the existing HOC and DSC zoning for all properties. According to Director Diekmann, nine members of the public spoke on the subject. All of the speakers were property owners in the area of the rezoning and all provided comments against the proposed rezoning. According to Mr. Diekmann, comments focused on limitation of uses under the proposed new zoning, the possible effects on the value of existing businesses and properties for future sale, and a preference to allow housing in HOC with no other changes to the zoning. Mr. Diekmann advised that staff was not supporting that recommendation, but recommended that the Council approve rezoning the entire Downtown Focus Area to Downtown Gateway Commercial. He noted that, without rezoning to DGC, the development options available under HOC would likely be inconsistent with the vision for the Area as defined within the LUPP for a more walkable and attractive destination commercial area. According to Director Diekmann, staff believes the trade-offs of proactive zoning implementation versus reactive rezoning area are necessary to meet the full potential of the Corridor Plan.

Mayor Haila asked Director Diekmann if a current business owner could sell their business to someone during the next ten, 20, 30 years if it is the same use. Director Diekmann said that there would be no issues as long as the use doesn't change. He noted that the proposed DGC zoning was written expressly to allow individual property owners to continue their current uses or to redevelop individually. According to Mr. Diekmann, two-thirds of the properties are already non-conforming. Mr. Diekmann emphasized that the City is not looking to acquire any of the properties. He stated that the goal of the DGC zoning is not to remove existing businesses from the area, but to ensure that redevelopment and new uses are consistent with future expectations compared to the past history of uses oriented to a highway. It attempts to strike a balance on both sides of the issue of accommodating existing businesses versus planning for future changes.

Council Member Gartin said that he had received a phone call from a franchise owner who said the franchise agreement might require the property owner to make updates to the store. After Mr. Gartin's

inquiry, Director Diekmann said, without knowing exactly what the franchise agreement requires, he believes that that all interior revisions could be made. There might be some requirements for exterior improvements and facades.

Council Member Gartin said that he was not in favor of having drive-thrus on Lincoln Way. The standards would allow one per block; however, there are also some parameters about where drive-thrus can be located, e.g., their proximity to alleys. At the inquiry of Council Member Betcher, Director Diekmann stated that if the properties are not rezoned, additional drive-thrus could be located on Lincoln Way.

Mayor Haila opened the public hearing.

The Mayor noted that there was a letter from Valerie Stallbaumer placed around the dais. He had been told that Ms. Stallbaumer had planned to speak; however, needed to leave due to a health issue. The Mayor brought the Council's attention to the letter, which stated Ms. Stallbaumer's opinion that there is no need for a "huge, multi-story development complex to be constructed by an out-of-town developer"...that would overshadow the "amazing downtown region."

Robert Goodwin, 311 Lincoln Way, Ames, stated that he and his wife own the property at 311 Lincoln Way. He believes the rezoning would be restrictive, amount to "a taking," and be burdensome on the current property owners. Mr. Goodwin noted that the Planning and Zoning Commission had recommended that the proposed developer purchase the properties willing to sell and rezone those properties, as needed. It was suggested by Mr. Goodwin that the Council institute a residential-use overlay over the area in question, which would allow for HOC uses and some residential development.

Jenny Dorman said that she and Dillion Mallone, representing Carney & Appleby, P.L.C., were present. According to Ms. Dorman, the law firm represents at least 20% of the property owners of the properties. She listed the following businesses as being represented by Carney & Appleby: Wild Water Car Wash, Trickle's Tire & Automotive, Laura's Cabinet Gallery, Flowerama, Medicap Pharmacy, Severson Insurance, Harold Pike Construction, Real Estate One, Alford's Carpet, Grandon Funeral Home, Mayfair Cleaners, Papa Murphy's, Midas Muffler, Dairy Queen, TOMCO, LLC; Freedom Tire, and Sherman Properties. Ms. Dorman stated that each of the property owners whom they represent had signed a Petition protesting the rezoning and that the Protest Petition had been filed today with the City Clerk. She also said that they have concerns about franchise agreements and how those agreements would be affected. Council Member Gartin asked for clarification as to how many businesses are represented by the law firm. Ms. Dorman said she thinks her firm represents 16 properties. Mr. Gartin asked, of the 16 properties they represent, how many properties are currently non-conforming. Ms. Dorman said she is unsure, but believes that, in some part, all of them. She alleged, however, the changes from the rezoning would cause non-conformities due to the use. After further questioning from Council Member Gartin, Ms. Dorman said she would have to get back to the Council with the number. She cited excerpts from *Iowa Code* Section 414 and believes that the rezoning is capricious, arbitrary, and discriminatory and will severely limit the property owners' abilities to use their businesses. Council Member Gartin asked why Ms. Dorman believed that the actions being recommended by staff are arbitrary, capricious, and discriminatory. Ms. Dorman said that it would decrease the number of uses allowed from 31 to 13. It is discriminatory because it create winners and losers. The number of businesses that would be considered nonconforming would be increased dramatically. Ms. Dorman said that the existing businesses would have to get additional approvals, where new businesses would not need to do anything. According to Ms. Dorman, the law firm's clients are asking that the Council approve Option 3, which is to not rezone.

Mayor Haila noted that it was his understanding that even if the Council took no action on this rezoning, the affected businesses would still not be able to expand. Director Diekmann advised that staff would look at each property on a case-by-case basis; however, the intensity of the use could not be increased.

Bill Kusy, 9110 Hammertea Drive, Urbandale, stated that he is a partner in the Grand Junction Center located at 539, 631, 637, and 639 Lincoln Way. He noted that he had not paid much attention to this issue until recently when he found out that his property was being included. Mr. Kusy acknowledged that he supports the vision, but he doesn't support the boundaries. He believes that substantially reducing the number of permitted uses and restricting any new drive-thrus will have an adverse impact on the value and marketability of the existing vacant spaces and any potential redevelopment opportunities of his property. Mr. Kusy asked that the Grand Junction Center be removed from the boundaries of the DGC area.

Chuck Winkleblack, 105 S. 16th Street, Ames, commented that change was hard. He noted the vision of the Lincoln Way Corridor; it is a matter of which tool to use to make that happen. Mr. Winkleblack said that he would like property owners in the affected area to receive information on the vision for the Lincoln Way Corridor. If those property owners wish to sell their property, it would be an indication of what would be allowed to be developed there; until that time, the property owners would continue with their current operations and everything stays the same. Mr. Winkleblack commented that the area between Duff to Grand is going to take a very long time to redevelop. He noted that he has been suggesting the creation of an overlay. According to Mr. Winkleblack, he also has been stating that when HOC zoning is eliminated, there has to be a place for it to go.

Eric VanGorp, 3027 Ross Road, Ames, said that he is very frustrated over the process and doesn't feel that anyone is listening, except for the Planning and Zoning Commission. He asked, if the current buildings are 100% wiped-out, what happens to the uses that are now considered non-conforming. Director Diekmann advised that the non-conforming uses would be allowed to rebuild within 12 months. If no action has been taken within 12 months, the use is considered abandoned. Mr. Diekmann explained when the time calculation would begin. Mr. VanGorp indicated that he owns Dairy Queen. He recently moved his family from Huxley to Ames and plans to keep his business going for another 30 to 35 years. He is concerned that he won't get his money back out of the property if something were to happen if the rezoning was allowed.

Mayor Haila closed the public hearing.

Council Member Gartin asked Mr. Diekmann to comment on the suggestion of an overlay. Mr. Diekmann stated that generally, the overlay adds a level of permissiveness or restrictions. What is being proposed is a combination of changes to uses and design standards. Overlays are meant to refine something already in place. Council Member Gartin noted that the Council would be doing something fundamentally different, not just "tweaking" something.

Council Member Beatty-Hansen commented that she believes the City Council needs to take the lead in the vision, not be reactive. Addressing the comment made by Jenny Dorman, Ms. Beatty-Hansen said she believes what Council is proposing is to increase the efficiency of any new development. Mr. Winkleblack requested to address that comment. He said this is not a matter of semantics; the vision is the same. The vision is going to take a very long time to be realized; it will be done piecemeal.

Council Member Gartin asked Mr. Winkleblack what would be different if an overlay was created. Mr. Winkleblack answered that the underlying zoning with an overlay stays the same; it would be HOC. He believes it would much less polarizing. Mr. Gartin asked if it would be better if the Council called it an "overlay," rather than a rezoning, to Downtown Gateway Commercial. Council Member Corrieri offered that she sees this as only providing an "out" for seven properties. Mr. Winkleblack noted that leaving the underlying zone as HOC would cause less anxiety for the current property owners. He noted, however, that Lincoln Way is a four-lane road, and he does not see it ever being pedestrian-friendly.

Moved by Betcher, seconded by Gartin, to request staff to come back to the Council with more

information about the creation of an overlay, specifically, what are the downsides of an overlay as opposed to a rezone and what uses would be allowed under each.

Council Member Martin said that he sees an overlay as removing the use restrictions, and therefore, doesn't see it as supporting the same vision.

Council Member Gartin indicated his frustration with the misinformation that is being circulated. He doesn't know where it is coming from; however, the Council has, on many occasions, tried to clear up the misconceptions. He noted that one of the points that he agreed with Mr. Winkleblack was that there is a shortage of HOC, and it is important to figure out where HOC businesses would go.

Ms. Betcher reiterated that she wants to know what the differences would be between creating an overlay versus rezoning the area to DGC.

Planning and Housing Director Diekmann said an overlay would mean allowing all the uses, which is not consistent with the vision. Some uses might work, but others, e.g., gas stations and car washes, would not.

City Manager Schainker noted that the downsides regarding the motion on the floor are the requirements of staff time and also the amount of time Council has already put into this issue.

Vote on Motion: 2-4. Voting aye: Betcher, Gartin. Voting nay: Beatty-Hansen, Corrieri, Martin, Nelson. Motion failed.

The meeting recessed at 11:21 p.m. and reconvened at 11:30 p.m.

Mayor Lambert indicated that the Petition referenced by Ms. Dorman had been emailed. The *Code* states that a Protest Petition must contain "signatures;" that does not mean a photocopy or a scanned copy of the Petition. In addition, the properties are not identified, and it is not known whether the signatures represent owners of the properties in question.

Planner Julie Gould reiterated that the signatures cannot be verified as being the property owners of properties in question. If they are all verified, it would only represent 19.25% of the properties; 20% is needed to constitute a valid Petition.

City Attorney Lambert rendered the emailed Petition invalid and recommended that the Council proceed with the discussion.

Moved by Beatty-Hansen, seconded by Gartin, to pass on first reading an ordinance rezoning properties within the Downtown Gateway Focus Area of the Lincoln Way Corridor Plan from Highway Oriented Commercial (HOC) and Downtown Service Center (DSC) Zoning Districts to Downtown Gateway Commercial Zoning District.

Council Member Betcher noted that she will be voting against the motion because she wants the information on the creation of an overlay.

Council Member Beatty-Hansen noted that her understanding is that all business owners will be allowed to continue operations just as they are doing today. If that were not the case, she commented that she might have a different opinion. Ms. Beatty-Hansen remarked that vision takes courage.

Roll Call Vote: 4-1-1. Voting aye: Beatty-Hansen, Corrieri, Gartin, Martin. Voting nay: Betcher. Abstaining due to a conflict of interest: Nelson. Motion declared carried.

City Attorney Lambert clarified that, even if there is a valid Petition, there was still a super majority of the Council who had voted in favor of the first passage of the ordinance.

HEARING ON FINAL AMENDMENTS TO FISCAL YEAR 2017/18 BUDGET: Budget Officer Nancy Masteller explained the proposed final amendments to the 2017/18 Budget.

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

Moved by Nelson, seconded by Corrieri, to adopt RESOLUTION NO. 18-317 amending the current budget for Fiscal Year ending June 30, 2018.

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

HEARING ON VACATION OF EASEMENTS AT 530 SE 16TH STREET AND 900 SE 16TH STREET: The hearing was opened by Mayor Haila. There was no one who came forward to speak, and the Mayor closed the hearing.

Moved by Martin, seconded by Betcher, to adopt RESOLUTION NO. 18-318 vacating two Electric Easements and one Sanitary Sewer Easement at 530 SE 16th Street and 900 SE 16th Street, but to instruct the City Clerk not to record the Resolution until the

It was noted that, per a memo from the Planning Division, the City Clerk will not release the Resolution for recording until the Subdivision Plat for Menard's is approved.

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

HEARING ON VACATION OF EASEMENT AT 404 S. 4TH STREET: Mayor Haila opened the public hearing. He closed it after there was no one requesting to speak.

Moved by Corrieri, seconded by Nelson, to adopt RESOLUTION NO. 18-319 vacating an Electrical Easement at 404 S. 4th Street.

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

HEARING ON SALE OF VACATED ALLEY GENERALLY LOCATED ADJACENT TO 315 S. 2ND STREET: The public hearing was opened by Mayor Haila. No one asked to speak, and the hearing was closed.

Moved by Nelson, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 18-320 approving sale and conveyance by Quit Claim Deed to 315 S. 2nd Street, L.L.C.

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

HEARING ON ELECTRICAL MAINTENANCE SERVICES FOR POWER PLANT: The Mayor opened the public hearing. He closed same after no one came forward to speak.

Moved by Beatty-Hansen, seconded by Betcher, to adopt RESOLUTION NO. 18-321 approving final plans and specifications and awarding a contract to Tri-City Electric Company of Iowa of Davenport, Iowa, in an amount not-to-exceed \$135,000.

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

a portion of these Minutes.

HEARING ON SPECIALIZED WET DRY VACUUM, HYDRO BLAST, & RELATED CLEANING SERVICES FOR POWER PLANT: The hearing was opened by the Mayor. Since no one asked to speak, the Mayor closed the hearing.

Moved by Betcher, seconded by Beatty-Hansen, to accept the Report of Bids and delay award of the contract.

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

HEARING ON MOTOR REPAIR FOR POWER PLANT: The public hearing was opened by the Mayor and closed when no one requested to speak.

Moved by Gartin, seconded by Nelson, to accept the Report of Bids and delay award of the contract.

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

1604 TRUMAN DRIVE: City Manager Steve Schainker explained that City staff had been approached by the Orths, owners of 1604 Truman Drive, about vacating and acquiring the right-of-way adjacent to their property. The City's typical procedure is to use a standard valuation formula. The valuation according to that formula is \$13,357.50; however, the Orths have indicated that they have mowed, fertilized, planted grass seed, and aerated the area in question since 1990 (28 years). Based on their investment, they have requested to be allowed to purchase the vacated right-of-way for \$3,000. Mr. Schainker pointed out to the Council that the increase in value calculated by the City's right-of-way formula in 2010 compared to the value calculated for the identical parcel now indicates approximately 35% in land value appreciation. A 35% increase from the 2010 parcel's actual purchase price of \$2,308 is \$3,116, which is slightly higher than the \$3,000 offered by the Orths.

Moved by Betcher, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 18-322 setting June 12, 2018, as the date of public hearing on the request to vacate the Right-of-Way adjacent to 1604 Truman Drive.

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

Moved by Betcher, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 18-323 setting July 10, 2018 as the date of public hearing on the conveyance of the Right-of-Way adjacent to 1604 Truman Drive in the amount of \$3,000.

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

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Moved by Gartin to refer to staff for placement on a future agenda the request of Ross Schade pertaining to his property on Sand Hill Trail regarding allowing a parcel consisting of 14 acres to be created.

Motion died for lack of a second.

Moved by Beatty-Hansen, seconded by Corrieri, pertaining to the request of Ross Schade and regarding his property on Sand Hill Trail, to decline to initiate a change to the Ames Urban Fringe Plan, thereby affirming a minimum lot size of 35 acres under A-1 zoning, and to notify Mr. Schade of that decision.

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

Moved by Nelson, seconded by Corrieri, to place on a future agenda the request for a Land Use Policy Plan Amendment for 113 North Dakota Avenue.

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

Moved by Corrieri, seconded by Beatty-Hansen, to refer to staff for a memo the request of ProNails, located at 526 Main Street, for the Council to consider a waiver of *Code* Section 502.20, “Manicure and Pedicure Stations.”

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

Moved by Gartin, seconded by Betcher, to direct staff to provide a memo to the City Council in response to Al Warren’s letter describing a situation concerning the number of bedrooms allowed in the rental property he owns at 2334 Storm Street.

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

Council Member Betcher said that she was operating under a misconception when she voted at a previous meeting on the request from Kurt Friedrich regarding allowing dry cleaning businesses in a certain zone.

Moved by Betcher, seconded by Corrieri, to request staff for a memo regarding moving dry cleaners to HOC zone.

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

CLOSED SESSION: Moved by Gartin, seconded by Nelson, 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.

Council Member Gartin asked the City Attorney if there was legal justification for the City Council to enter into a Closed Session. City Attorney Lambert replied in the affirmative.

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

The Council entered into a Closed Session at 12:05 a.m. on May 23, 2018, and reconvened in Open Session at 12:18 a.m. on May 23, 2018.

Moved by Corrieri, seconded by Nelson, to adopt RESOLUTION NO. 18-324 approving the recommended Settlement with Alex Dague in the amount of \$35,000.

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

ADJOURNMENT: Moved by Corrieri, to adjourn the meeting at 12:21 a.m. on May 23, 2018.

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

Diane R. Voss, City Clerk

John A. Haila, Mayor

MINUTES OF THE AMES CIVIL SERVICE COMMISSION

AMES, IOWA

MAY 24, 2018

The Ames Civil Service Commission convened in regular session at 8:15 a.m. on May 22, 2018, in the Council Chambers of City Hall, 515 Clark Avenue. Because it was impractical for the Commission members to be present in person, Commission Members Mike Crum, Harold Pike, and Charlie Ricketts were brought into the meeting telephonically. Interim Human Resources Director Bob Kindred attended the meeting.

APPROVAL OF MINUTES: Moved by Pike, seconded by Ricketts, to approve the Minutes of the April 26, 2018, Civil Service Commission meeting, as written.

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

CERTIFICATION OF ENTRY-LEVEL APPLICANTS: Moved by Crum, seconded by Ricketts, to certify the following individuals to the Ames City Council as Entry-Level Applicants:

Accountant:	Amy Crabbs	89
	Lori Dalton	84
	Michele Weiland	*78
	Sheila Schmitt	74
	Molly Kalkwarf	72

*Includes Veteran Preference Points

Building and Zoning Inspector:	John Shaver	76
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Process Maintenance Worker:	Brian Walker	*87
	Dallas Nelson	79

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

COMMENTS: Interim Human Resources Director Kindred informed the Commission that over the coming year, staff will be working on updating the Civil Service Policies and Procedures Handbook. There might be a need for in-person meetings to discuss the possible changes.

The next regularly scheduled Civil Service Commission meeting will be June 28, 2018, at 8:15 a.m.

ADJOURNMENT: The meeting adjourned at 8:18 a.m.

Michael R. Crum, Chair

Diane R. Voss, City Clerk

Applicant License Application ()

Name of Applicant: <u>80/35 Tools Inc</u>		
Name of Business (DBA): <u>80/35 Tools Inc</u>		
Address of Premises: <u>2321 North Loop Dr</u>		
City <u>Ames</u>	County: <u>Iowa</u>	Zip: <u>50010</u>
Business <u>(712) 269-2720</u>		
Mailing <u>8536 Oakwood Dr</u>		
City <u>Urbandale</u>	State <u>IA</u>	Zip: <u>50322</u>

Contact Person

Name <u>Katie DeSchepper</u>	
Phone: <u>(712) 269-2720</u>	Email <u>katie.deschepper2011@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 06/15/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Kelly Grove

First Name: <u>Kelly</u>	Last Name: <u>Grove</u>	
City: <u>Urbandale</u>	State: <u>Iowa</u>	Zip: <u>50322</u>
Position: <u>president</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
Policy Effective Date: <u>06/15/2018</u>	Policy Expiration <u>06/20/2018</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Smokey Treats LLC</u>		
Name of Business (DBA): <u>Whatcha Smokin BBQ+Brew</u>		
Address of Premises: <u>420 Beach Ave</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business	<u>(515) 509-9843</u>	
Mailing	<u>403 Iowa Ave</u>	
City <u>Luther</u>	State <u>IA</u>	Zip: <u>50152</u>

Contact Person

Name <u>Tanya Doyle</u>
Phone: <u>(515) 509-9843</u> Email <u>teebone1966@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 06/16/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

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

Ownership

Tanya Doyle

First Name: Tanya **Last Name:** Doyle
City: BOONE **State:** Iowa **Zip:** 50036
Position: Owner
% of Ownership: 70.00% **U.S. Citizen:** Yes

Steven Perlowski

First Name: Steven **Last Name:** Perlowski
City: Ames **State:** Iowa **Zip:** 50014
Position: Owner
% of Ownership: 30.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Badger Mutual Insurance Company</u>
Policy Effective Date: <u>05/16/2018</u> Policy Expiration <u>06/21/2018</u>

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Smokey Treats LLC</u>		
Name of Business (DBA): <u>Whatcha Smokin BBQ+Brew</u>		
Address of Premises: <u>420 Beach Ave</u>		
City <u>Ames</u>	County: <u>Iowa</u>	Zip: <u>50011</u>
Business <u>(515) 509-9843</u>		
Mailing <u>403 Iowa Ave</u>		
City <u>Luther</u>	State <u>IA</u>	Zip: <u>50152</u>

Contact Person

Name <u>Tanya Doyle</u>
Phone: <u>(515) 509-9843</u> Email <u>teebone1966@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 06/29/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

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

Ownership

Tanya Doyle

First Name: Tanya **Last Name:** Doyle
City: BOONE **State:** Iowa **Zip:** 50036
Position: Owner
% of Ownership: 70.00% **U.S. Citizen:** Yes

Steven Perlowski

First Name: Steven **Last Name:** Perlowski
City: Ames **State:** Iowa **Zip:** 50014
Position: Owner
% of Ownership: 30.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Badger Mutual Insurance Company</u>
Policy Effective Date: Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (LC0018333)

Name of Applicant: <u>Norman Investment Corp.</u>		
Name of Business (DBA): <u>Welch Ave Station</u>		
Address of Premises: <u>207 Welch Avenue</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>5001400</u>
Business <u>(515) 292-2334</u>		
Mailing <u>207 Welch Ave Ste #101 PO Box 1131</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50014</u>

Contact Person

Name Thomas Northrop, President of Corp	
Phone: (515) 292-5030	Email ppames@aol.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/31/2018

Expiration Date:

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

James B Zeman

First Name: <u>James B</u>	Last Name: <u>Zeman</u>	
City: <u>Gilbert</u>	State: <u>Iowa</u>	Zip: <u>50105</u>
Position: <u>President</u>		
% of Ownership: <u>91.50%</u>	U.S. Citizen: <u>Yes</u>	

James Robert Zeman

First Name: <u>James Robert</u>	Last Name: <u>Zeman</u>	
City: <u>Ankeny</u>	State: <u>Iowa</u>	Zip: <u>50023</u>
Position: <u>Secretary</u>		
% of Ownership: <u>8.50%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>	
Policy Effective Date: <u>07/31/2017</u>	Policy Expiration <u>07/30/2018</u>

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

10 a-k

To: Mayor John Haila and Ames City Council Members
From: Lieutenant Dan Walter, Ames Police Department
Date: June 7th, 2018
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for June 12, 2018, includes beer permits and liquor license renewals for:

- Class A Liquor & Outdoor Service - LA0001450 - Green Hills Residents' Association, 2200 Hamilton Drive #100
- Class E Liquor, C Beer, & B Wine - LE0001692 - AJ's Liquor, 4518 Mortensen #109
- Class E Liquor, C Beer, & B Wine - LE0001873 - Kum & Go #200, 4510 Mortensen Road
- Class E Liquor, C Beer, & B Wine - LE0001883 - Kum & Go #214, 111 Duff Ave.
- Class E Liquor, C Beer, & B Wine - LE0001881 - Kum & Go #216, 203 Welch Ave.
- Class E Liquor - LE0001397 - MMDG Spirits, 126A Welch Ave.
- Class C Liquor & Catering - LC0039334 - Texas Roadhouse, 519 S. Duff Ave.
- Class E Liquor, Class C Beer & B Native Wine - LE0002744 - Casey's General Store #2560, 3020 S. Duff Ave.
- Class C Liquor & Outdoor Service - LC0043527 - Old Chicago Pizza & Taproom, 1610 S. Kellogg Ave.
- Special Class C Liquor, Class B Wine, & Outdoor Service - BW0095544 - Wheatfield Cooperative, 413 Northwestern Ave.
- Class C Liquor & Outdoor Service - LC0043608 - South 17th Street Food & Beverage, LLC, 300 S. 17th Street

A routine check of police records for the past 12 months found no liquor law violations for the above listed businesses. The Police Department recommends renewal of licenses for all the above businesses.

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR DOG DOCK JUMPING COMPETITION

BACKGROUND:

Model Farm Creative Services Agency is proposing to host its second annual Dog Dock Jumping Competition July 2-4. The event involves setting up a 40' dock leading to a 20' x 40' above-ground pool of water. Dogs compete in jumping for distance, vertical leap, retrieving, and Iron Dog. Bleachers will be set up along one side of the dock and pool for spectators to watch. The event is proposed to take place on Burnett Avenue between 5th and 6th Streets. This year's proposed event is one day longer than the event last year, and will incorporate food vendors into the activities.

To facilitate this event, organizers have requested the following, from 9:00 a.m. Monday, July 2, to 10:00 a.m. Thursday, July 5:

- Closure of Burnett Avenue between 5th and 6th Streets
- Closure of 13 metered parking spaces on Burnett Avenue and six metered parking spaces on 5th Street to provide parking for First National Bank employees who will be displaced by the event (The spaces along 5th Street will not be available during the parade on July 4th, as they are on the parade route). In total, this is a loss of \$270.75 to the Parking Fund.
- A Temporary Obstruction Permit
- Access to City-owned electrical outlets (Estimated loss of \$6 to the Electric Fund)
- A blanket Vending License (\$50 fee)
- A waiver of applicable fees.

Organizers will begin setup on the morning of July 2nd. To fill the pool as rapidly as possible, organizers will arrange to pay for a hydrant meter through the Water and Pollution Control Department. Organizers have been instructed to notify adjacent businesses that there is a potential for rust to be stirred up in the water system from the high flow of water through the hydrant.

Organizers will provide overnight security for the pool and when it is not in use. Once the events have concluded, the pool will be drained via large hoses into the nearest storm drains. This water disposal plan has been reviewed by staff in Public Works. Organizers have been instructed not to allow the pool to empty directly onto the street.

The event has been approved by the Board of the Main Street Cultural District. A letter of support is attached. Organizers have consulted with the three businesses located along this portion of Burnett that will be directly affected by the event.

ALTERNATIVES:

1. Approve the requests for the Dog Dock Jumping Competition on July 2-5, as indicated above, including a waiver of fees.
2. Approve the requests as indicated above, and require reimbursement fees and lost revenue.
3. Do not approve the event.

MANAGER'S RECOMMENDED ACTION:

The proposed event offers a family-friendly activity in the Downtown area around the Fourth of July holiday. Organizers managed the event successfully last year and have developed appropriate plans to support the expanded event this year.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the requests for the Dog Dock Jumping Competition on July 2-5, as indicated above, including a waiver of fees.

Model Farm
2420 Lincoln Way, Ames, IA 50014

June 5th, 2018

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



2420 Lincoln Way
Suite 205
515.294.4120

Dear Honorable Mayor and City Council,

We are requesting the closure of Burnett Ave. for a dog jumping contest July 2nd through the 5th. We have received the needed approval from surrounding businesses and letter of support from the Main Street Cultural District. We would request the fees be waived for the parking meters on Burnett, the additional six on 5th street, electrical fees, and the vendor fees.

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

Sincerely,
Rachel Frazier
Student Account Manager
Model Farm



CITY OF

Ames SPECIAL EVENT APPLICATION

SUMMARY OF EVENT

DESCRIPTION

Event Name Dock Dogs

Description

Dock Dogs is the premier canine aquatics competition and the fastest growing sport on four legs.

Dogs compete in several categories over the course of the event - Big Air, Speed Retrieve, Extreme Vertical, and Iron Dogs. Anyone can bring their dog to compete, no matter skill level or experience.

Event Category

- ☒ Athletic/Recreation
☐ Exhibits/Misc.
☐ Festival/Celebration
☐ Parade/Procession/March

- ☒ Concert/Performance
☐ Farmer/Outdoor Market
☐ Other (please explain)

Anticipated Attendance

Total 2,000Per Day 750

DATE/TIME

Setup

Date 7/2/18Time 9 AM-4 PMDay of Week Monday

Event Starts

Date 7/2/18Time 5 PMDay of Week Monday

Event Ends

Date 7/4/18Time 7 PMDay of Week Wednesday

Teardown Complete

Date 7/5/18Time 10 AMDay of Week Thursday

Rain Date, if applicable

N/A

Rain Location, if applicable

N/A

LOCATION

Region

(Select one or more)

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

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

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

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

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

events@amesdowntown.org

director@amescampustown.com

eventauthorization@iastate.edu

CONTACTS

Host Organization

Model Farm Creative Services Agency

Local Contact (Required)

Name

Tony Thrush

Address

2420 Lincoln Way, Suite 205

Telephone

515-294-1839

Cell Phone

Email

tony.thrush@model-farm.com

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

Yes No



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



Is this event open to the public?



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

If yes, please list

This will be the 2nd annual Dock Dogs held in Ames. The event will be in conjunction with the 4th of July parade and Ames' 4th of July.



May 30, 2018

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

Dear Mayor John Haila and City Council,

The Ames Main Street Cultural District supports the closure of the 500 block of Burnett Street for the second annual Dock Dogs competition on July 3 and 4. We feel adding this dynamic event to our downtown 4th of July celebrations will enhance the day for the community and bring many new people to the district.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Abrams", with a long, sweeping horizontal line extending to the right.

Eric Abrams
2018 MSCD Board President



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 st – 15 th
	<input checked="" type="checkbox"/>	16 th – End of Month
Month & Year:	May 2018	
For City Council Date:	June 12, 2018	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Public Works	2017/18 Right-of-Way Appearance Enhancements	2	\$112,492.37	Country Landscapes	\$7,667.80	\$7,849.63	J. Clausen	MA
Public Works	2017/18 South Duff Avenue Improvements	1	\$133,000.00	Snyder & Associates, Inc.	\$0.00	\$19,800.00	D. Pregitzer	MA
Fleet Services	City Hall Custodial Services	2	\$65,521.00	Klean Rite of Central Iowa	\$0.00	\$8,970.26	J. Holmes	MA
Electric Services	Legal Services Related to Clean Air Act	12	\$100,000.00	Ritts Law Group PLLC	\$850,000.00	\$15,000.00	B. Trower	CB
			\$		\$	\$		
			\$		\$	\$		

RESOLUTION NO. _____

**A RESOLUTION ADOPTING NEW AND REVISED FEES FOR THE
CITY OF AMES, IOWA**

BE IT RESOLVED by the City Council for the City of Ames, Iowa, that the following fees shall be adopted or adjusted to recover the approximate actual costs of city services from those who use and benefit from these services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ames, Iowa, that fees shall be adopted as follows:

SECTION ONE. The following Animal Control Fees are hereby adopted or adjusted effective July 1, 2018, and codified as Appendix E:

FEES FOR ANIMAL SHELTER SERVICE

Impound Fees (release to owner):

First time	\$25.00
Second time	\$35.00
Third time	\$45.00
Fourth time	\$55.00
Fifth and subsequent	\$65.00

Putting Animals up for adoption:

Adult dogs, residents	\$15.00
Adult cats, residents	\$10.00
Puppies & kittens, singles	\$10.00
Puppies & kittens, multiples	\$7.00

Adoption of Animals:

Pure Breed (unaltered).....	\$80.00
Dogs	\$50.00
Refund after neutering, dogs	\$30.00
Cats.....	\$40.00
Refund after neutering, cats.....	\$25.00
Ferrets.....	\$40.00
Rabbits and other small domestics	\$10.00

Permit Fee:

Any permit required by state or local law including dangerous animal, traveling wildlife, menageries, shows, petting zoos or exhibitor fees	\$36.00
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Animal Shelter Boarding Fees:

Per day	\$10.00
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Fee waivers for special needs adoptions, overcrowding or emergency shelter services are approved by the Animal Control Supervisor by authority of the City Council.

Adoption Fees are waived for Senior Citizens.

If an animal, due to it's rare breed would bring a fair market value which far exceeds the fees listed in the rare animal fee schedule then the animal control staff of the City of Ames, Iowa, is authorized to charge that fair market fee for both putting up for adoption and adoption fees. The animal control staff must research the fee that they feel should be charged for a very rare breed of animal and document how the figure was arrived at.

All Animal Shelter Service Fees Set by Resolution of City Council.

SECTION TWO. The following Building & Development Fees are hereby adopted or adjusted effective July 1, 2018, and codified as Appendix L:

Building Permit Fee Schedule

The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating and air conditioning, elevators, fire-extinguishing systems and any other permanent equipment. The building permit fee will be 60% of the amounts listed in the table below; however, the minimum building permit fee will be \$30.90.

<u>TOTAL VALUATION</u>	<u>AMOUNT OF FEE</u>
\$1.00 to \$500.00	\$30.90
\$501.00 to \$2,000.00	\$30.90 for the first \$500.00, plus \$3.15 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$78.00 for the first \$2,000.00 plus \$14.40 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$409.70 for the first \$25,000.00 plus \$10.40 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$669.75 for the first \$50,000.00 plus \$7.20 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$1,030.25 for the first \$100,000.00 plus \$5.80 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$3,337.45 for the first \$500,000.00 plus \$4.90 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,783.70 for the first \$1,000,000 plus \$3.75 for each additional \$1,000.00 or fraction thereof.

Plan Review Fee

The Plan Review Fee shall be seventy (70) percent of the Building Permit Fee to cover costs to the city in reviewing plans for code compliance.

Additional Fees

For each issuance of a Temporary Certificate of Occupancy	\$53.55
For Administrative Fee to cancel a permit	\$53.55
Minimum fee to investigate moving a building regardless of whether it is moved or not. (If move occurs also must pay actual city expenses)	\$107.10
For all reinspections after the first free one	\$53.55
To issue a foundation permit prior to issuance of the building permit	\$53.55
To issue a Certificate of Occupancy for a use change	\$53.55

Storm Water Lot Development Permits	\$200.00
Storm Water Management and/or Pollution Prevention Subdivision Plan Review	\$450.00
Grading Permit	\$250.00
Storm Water Pollution Prevention Site Plan Review (1 st year permit)	\$300.00
Each additional year site is active	\$200.00

Planning and Housing Fees

Annexation (Clerk's Office)	\$200.00
LUPP Map Amendment (Major)	\$500.00
LUPP Map Amendment (Minor)	\$300.00
LUPP Text Change	\$300.00
Rezoning (Map Amendment)	\$300.00
Rezoning with Master Plan	\$550.00
Zoning Ordinance Text Amendment	\$200.00
PRD Development Plan	\$400.00
PRD Amendment (Major)	\$400.00
PRD Amendment (Minor)	\$150.00
Plats - Preliminary	\$500.00
Plats - Final	\$300.00
Plat of Survey	\$100.00
Plats - Rural Subdivisions	\$750.00
Major Site Development Plan	\$400.00
Minor Site Development Plan	\$200.00
Special Use Permits	\$150.00
Variances	\$150.00
Other ZBA Decisions	\$75.00
Permitted Home Occupation	\$20.00
Special Home Occupation	\$100.00
RLP Plan Development and Amendment	\$400.00
Zoning Confirmation Letter per Lot or Parcel	\$120.00
Urban Revitalization/Urban Renewal Area	\$250.00
UCC Filings	-0-
Flood Plain Development Permit	\$75.00
Supervised Transitional Home	\$150.00
Wireless Facility Administrative Review	\$150.00
Minor Amendments Approved Special Use or Major Site Development	\$150.00
Adaptive Reuse	\$400.00
Zoning Permit, other	\$150.00

SECTION THREE. The following Police Department Fees and Charges are hereby adopted or adjusted effective July 1, 2018, and codified as Appendix M:

POLICE DEPARTMENT FEES & CHARGES

Accident and Police Reports	\$3.00 per incident
Overtime Payback and Event/Escort Service (per hour)	\$59.00
Community Safety Officer Event/Escort Service (per hour).....	\$20.00
False Alarm Fee – After three times.....	\$30.00
Process Service Fee.....	\$20.00
Service fee for Service of Warrant	\$20.00
Non-criminal fingerprinting fee	\$10.00
Booking Photo/Other Photo	\$3.00
Parking Collection Fee	\$5.00
Copying of Public Record	\$0.10 per page (\$1.00 minimum)

Car/Booking/Other Video (VHS or Digital) or Audio Recordings shall be charged at actual cost. Actual cost shall be defined as the time spent on the specific recording plus the cost of the media.

SECTION FOUR. The following Fire Department Fees are hereby adopted or adjusted effective July 1, 2018, and codified as Appendix O:

FIRE DEPARTMENT FEES & CHARGES

ISU Fire 10500	25% of program
ISU Fire 10201	25% of program
ISU Fire 10202	25% of program
Automatic Fire Sprinkler Permit	\$53.55
Automatic Fire Alarm Permit	\$53.55

SECTION FIVE. The following Water and Pollution Control Fees are hereby adopted or adjusted effective July 1, 2018, and codified as Appendix Q:

WATER AND POLLUTION CONTROL FEES & CHARGES

Water Division

Bulk Water Service	\$0.80/100 gallons
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Water Meter Division *

	With Integral Radio	With Radio ERT
Meter & Setting Fees - Disc Style		
5/8" or 5/8 " x 3/4" disc.	\$330.00.....	\$330.00
3/4" disc.	\$355.00.....	\$355.00
1" disc	\$375.00.....	\$375.00
1½" disc	\$650.00.....	\$650.00
Meter & Setting Fees - Ultrasonic Style		
1½"		\$760.00
2"		\$870.00

Meter & Setting Fees - Magnetic Style

2"	\$2,385.00
3"	\$3,275.00
4"	\$4,015.00
6"	\$6,060.00

Meter & Setting Fees - Turbo Style

2"	\$1,605.00
3"	\$2,185.00
4"	\$3,095.00
6"	\$6,080.00

Meter & Setting Fees - Misc. Meters

Larger than 4" or alternative styles
- to be determined when ordered

Hydrant Meter** \$245.00

Frozen/damaged meter

Construction Meter..... \$190.00

Meters 1-1/2" and larger..... \$115.00 trip fee + repairs/replacement

Meters 1" and smaller..... \$75.00 trip fee + Depreciated Value

Depreciated Value is a straight line depreciation of the Meter and Setting Fees above, based on length of time meter has been in service.

< 1 year	100%
< 2 years.....	90%
< 3 years.....	80%
< 4 years.....	70%
< 5 years.....	60%
< 6 years.....	50%
< 7 years.....	40%
< 8 years.....	30%
< 9 years.....	20%
<10 years.....	10%
>10 years.....	0%

Unauthorized use of water \$178.00/occurrence

Unmetered use of water \$2.34/day + \$15.55/month

Resetting fee for unauthorized meter removal \$75.00

Customer requested meter test fee \$140.00

Service or meter disconnect or reconnect fee..... \$ 75.00/trip

* Meter setting fees above include two service trips (one to set the temporary/construction meter, and one to set the permanent meter). A fee of \$60.00 will be charged for additional trips due to unexposed or inoperable curb boxes, incomplete remote wire installations, or other circumstances where the meter installation cannot be completed.

** Hydrant meter fees include the cost to install and remove the meter. Requests to move the meter to a new location will be charged one-half of the hydrant meter fee. Consumption will be billed at the "Irrigation and Yard Water" rate. For usage that covers more than 30 days, the block sizes will be adjusted accordingly.

WPC Division

Waste Hauler Fee - Ames locations*

Domestic/Residential Waste \$8.24/load + \$3.97/100 gallons

Restaurant Grease Traps \$54.59/load + \$3.19/100 gallons

Non-Domestic Waste \$8.24/load + unit rate to be determined

* Non-Ames location surcharge 15%

Unauthorized Sewer Use \$211.00/occurrence

Unmetered Sewer Use \$2.69/day + \$18.50/month

High-Strength Surcharge Rates*

<u>Parameter</u>	<u>Surcharge Rate</u>
Oxygen Demand	
CBOD ₅	\$0.44/lb.
COD	\$0.16/lb.
Nitrogen	
NH ₃ -N	\$1.56/lb.
TKN	\$1.01/lb.
Solids	
TSS	\$0.65/lb.
Fats, Oils, and Grease	
Oil and Grease	\$0.87/lb.

***Monthly High-Strength Surcharge Fees of less than \$5/month will be waived**

Restaurant Surcharge

Restaurant surcharge on sewer use for customers operating Food Service Establishments	\$2.62/100 cubic ft.
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Restaurant Fee

Restaurant fee for sewer use for customers operating Food Service Establishment which are not billed for sewer usage or whose sewer usage is not representative of the facilities food service activities.	\$77.25/month.
<i>(Ord. No. 4199, 11-25-14; Ord. No. 4263, 6-28-16)</i>	

Administrative Division

Copies of Records *	
Black & White, 8 ½" x 11"	\$0.10/copy
Black & White, 11" x 17"	\$0.20/copy
Color, 8 ½" x 11"	\$0.20/copy
Color, 11" x 17"	\$0.40/copy

* Plus staff time to prepare records (wages only)

Laboratory Division**Analytical Fees, per sample per test**

Bacteriological Tests	
Coliform, Total (present/absent)	\$20.00
Coliform, Total (quantified)	\$20.00
Coliform, Fecal (present/absent)	\$20.00
Coliform, Fecal (quantified)	\$20.00
E coli (present/absent)	\$20.00
E coli (quantified)	\$20.00
Chloride	\$20.50
Chlorine	
Free	\$20.00
Total	\$20.00
Hardness	\$20.00
Iron	\$10.25
Metals	

Arsenic	\$20.50
Cadmium	\$15.50
Chromium	\$15.50
Copper	\$15.50
Lead	\$20.50
Manganese	\$10.25
Mercury	\$25.75
Molybdenum	\$20.50
Nickel	\$15.50
Selenium	\$20.50
Silver	\$15.50
Zinc	\$10.25
Nitrogen	
Ammonia	\$20.00
Nitrate	\$19.50
Nitrite	\$20.00
Nitrate + Nitrite	\$20.00
Total Kjeldahl Nitrogen	\$40.25
pH	\$14.00
Phenol	\$28.75
Phosphorus	
Orthophosphate	\$20.00
Total Phosphorus	\$20.00
Oxygen Demand	
Chemical Oxygen Demand (COD)	\$20.50
Five-day Biochemical Oxygen Demand (BOD ₅)	\$38.00
Five-day Carbonaceous Biochemical Oxygen Demand (CBOD ₅)	\$38.00
Solids	
Total Solids (TS)	\$20.00
Total Volatile Solids (TVS)	\$20.00
Total Suspended Solids (TSS)	\$20.00
Volatile Suspended Solids (VSS)	\$20.00
Total Dissolved Solids (TDS)	\$10.25
Temperature	\$5.25

For analytes not listed that are analyzed in-house, the fee will be determined on a case-by-case basis from an estimate of actual staff time (including benefits) plus 25% overhead to cover chemicals, equipment, and incidentals.

Samples sent to an outside lab..... Actual Invoiced Cost

Sample Collection Fees

Drinking water sampled from the tap of a completed structure	\$38.00
Drinking water sampled from a field tap or structure under construction	\$50.00

All other sample collection fees will be determined on a case by case basis from an estimate of the actual staff time (including benefits) plus 25% overhead to cover equipment, and incidentals.

SECTION SIX. The following Electric Department Fees and Charges are hereby adopted or adjusted effective July 1, 2018, and codified as Appendix R:

ELECTRIC DEPARTMENT FEES & CHARGES

ELECTRIC DISTRIBUTION

Standard Single Phase Temporary service\$200

A standard single phase temporary service includes an overhead service drop from an existing transformer to a customer-provided pole (or adequately supported service connection point) during Electric Distribution business hours. Includes furnishing a length of service conductor not to exceed 125 feet. Labor and materials required for a non-standard temporary service shall be billed at actual costs.

Standard Customer-Requested Temporary Disconnection – Reconnection Fee\$100

For disconnect-reconnect requests made at least one working day before the service is reconnected. Includes one return reconnect trip, or up to 20 minutes of standby time for work performed during Electric Distribution business hours. Service for a non-standard disconnect-reconnect shall be billed at actual costs.

Requested, or non-standard work Varies-- billed at actual cost

Non-standard work includes multiple/excess trip charges, same-day (non-emergency) service requests, excess standby charges, trouble/emergency-service calls where the trouble is found to be on the customer's equipment, or work requested outside business hours

Pole Attachment Fee (Single Cable) \$13.05/pole/year

ELECTRIC METER

Customer Requested Meter Test Fee

Within Utility Board limits (98% through 102%) \$20.00

Outside Utility Board limits Free

ELECTRIC VEHICLE CHARGING STATIONS

Ames Customers\$1/hour

Non-Ames Customers\$2/hour

Adopted this _____ day of _____, 20____.

Diane R. Voss, City Clerk

John A. Haila, Mayor

COUNCIL ACTION FORM

SUBJECT: **APPROVAL OF 2018-19 PAY PLAN**

BACKGROUND:

Each year the City Council approves a Pay Plan that specifies pay ranges and steps for the City's work force. The attached 2018-2019 Pay Plan reflects negotiated wage settlements with the five bargaining units shown below, as well as a 3% scale increase for merit employee job classifications.

Actual salary increases for merit employees are performance based and are established by two factors – each individual's performance rating, and positioning within the salary ranges for each grade. Each merit job grade has a minimum, midpoint and maximum within the pay plan. These are shown on both an annual and hourly basis.

Funding for the various salaries was previously approved by Council in the 2018/19 Adopted Budget.

The bargaining units' respective across-the-board settlements are 3% for IUOE-Blue Collar (E Pay Plan), 2.75% for IBEW-Electric Distribution (H Pay Plan), 3% for IUOE-Electric Production (I Pay Plan), 3% for IAFF-Fire (G Pay Plan), and 2.75% for PPME-Police (F Pay Plan). A 3% scale increase for merit employee job classifications. The unclassified job categories are adjusted proportionally with merit or union employees or with the relevant labor market. The statutory minimum wage is included as the scale minimum for temporary Unclassified Laborers and Office Workers.

Also included in the Pay Plan is an alphabetical listing of every approved classification in the City of Ames. This listing includes the unique code for each position, the EEO (Equal Employment Opportunity) code, the FLSA (Fair Labor Standards Act) exemption code, and the pay grade. Pay grades for merit employees range from grade 51 to 96.

ALTERNATIVES:

1. Approve the attached 2018-2019 Pay Plan.
2. Do not approve the 2018-2019 Pay Plan.

CITY MANAGER'S RECOMMENDED ACTION:

This Pay Plan document formally establishes pay ranges and steps for City positions.

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

PAY PLAN

CITY OF AMES



2018 - 2019

UNCLASSIFIED POSITIONS
Effective 7/1/18

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
1116	Co-op	16.9662	19.0713	21.1762
1311	Transit Driver	15.6000		
2206	Community Safety Officer Coordinator	18.9866		
2209	Community Safety Officer	18.0826		
2204	Public Safety Quality Assurance Coordinator	16.4800	19.2466	22.0132
2228	Property/Evidence Technician	16.4800	19.2466	22.0132
2229	Lead Property/Evidence Technician	18.0250	21.0806	24.7542
2310	Animal Control Attendant	13.0927	15.2675	17.4424
2311	Animal Control Officer	17.6816	21.0201	24.3584
5142	Water/Wastewater Laboratory Aide	13.6096	15.7231	17.8364
9403	Unclassified Laborer	7.2500	12.4557	17.4439
9404	Unclassified Skilled Laborer	17.1390	24.0793	31.0197
9405	Office Worker	7.2500	12.4557	17.4439
9407	Technical Assistant	14.9653	17.9068	20.8483
9450	Temporary Manager	30.2227	44.2909	58.3588
9392	School Crossing Guards	26.3900*		

* Daily rate based on two shifts worked

C PAY PLAN
Effective 7/1/18

<u>PAY GRADE</u>	<u>PAY PERIOD</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
51	Annual Hourly	31,290 15.0434	35,969 17.2932	40,648 19.5425
52	Annual Hourly	33,139 15.9325	38,458 18.4898	43,776 21.0463
53	Annual Hourly	35,238 16.9415	41,167 19.7921	47,095 22.6422
54	Annual Hourly	37,611 18.0824	44,268 21.2829	50,927 24.4842
55	Annual Hourly	40,257 19.3542	47,749 22.9563	55,244 26.5599
56	Annual Hourly	43,235 20.7861	51,673 24.8432	60,110 28.8992
57	Annual Hourly	46,611 22.4095	56,127 26.9842	65,641 31.5586
58	Annual Hourly	50,412 24.2367	61,159 29.4037	71,906 34.5705
59	Annual Hourly	54,699 26.2978	66,844 32.1368	78,990 37.9760
60	Annual Hourly	59,562 28.6357	73,320 35.2500	87,078 41.8647
61	Annual Hourly	65,063 31.2803	80,691 38.7940	96,317 46.3064
62	Annual Hourly	71,328 34.2924	89,084 42.8291	106,840 51.3654
62*	Annual Hourly	71,328 24.4948	89,084 30.5922	106,840 36.6896
63	Annual Hourly	78,443 37.7133	98,677 47.4410	118,909 57.1682
90	Annual Hourly	72,542 34.8761	87,473 42.0546	102,401 49.2315
91	Annual Hourly	79,247 38.0996	96,258 46.2780	113,266 54.4549
92	Annual Hourly	86,876 41.7677	106,256 51.0847	125,635 60.4019
93	Annual Hourly	95,538 45.9321	117,686 56.5799	139,832 67.2274
94	Annual Hourly	105,388 50.6677	130,749 62.8604	156,107 75.0519
95	Annual Hourly	116,645 56.0796	145,727 70.0615	174,808 84.0423

D PAY PLAN
Effective 7/1/18

<u>PAY GRADE</u>	<u>PAY PERIOD</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
64	Annual	86,531	109,638	132,748
	Hourly	41.6013	52.7110	63.8215
65	Annual	95,769	122,208	148,646
	Hourly	46.0432	58.7543	71.4649
66	Annual	106,383	136,698	167,010
	Hourly	51.1459	65.7206	80.2936
96	Annual	129,567	162,982	196,398
	Hourly	62.2920	78.3570	94.4224

E PAY PLAN
IUOE Blue Collar Unit
Effective 7/1/18

HTE	CLASS		STEP A (START)		STEP B (18 MOS)		STEP C (48 MOS)	
	CODE	TITLE	Annual	Hourly	Annual	Hourly	Annual	Hourly
300	141	Meter Reader	42,723.20	20.54	48,464.00	23.30	56,992.00	27.40
302	142	Senior Meter Reader	44,844.80	21.56	50,523.20	24.29	61,880.00	29.75
304	1110	Engineering Technician I	40,768.00	19.60	46,134.40	22.18	54,329.60	26.12
306	1111	Engineering Technician II	44,220.80	21.26	51,355.20	24.69	58,947.20	28.34
308	1131	Traffic Signal Technician	See page 5					
309	1134	Traffic Signal Technician Lead	See page 5					
310	1222	Plumbing Inspector	55,286.40	26.58	62,524.80	30.06	73,174.40	35.18
312	1223	Electrical Inspector	55,286.40	26.58	62,524.80	30.06	73,174.40	35.18
313	1228	Community Codes Liaison	55,286.40	26.58	62,524.80	30.06	73,174.40	35.18
314	1225	Housing Inspector	55,286.40	26.58	62,524.80	30.06	73,174.40	35.18
315	1226	Building & Zoning Inspector	55,286.40	26.58	62,524.80	30.06	73,174.4	35.18
316	1311	Transit Driver (Full-time)*	37,169.60	17.87	43,929.60	21.12	52,728.00	25.35
318	1311	Transit Driver (PT 20 hrs)*		15.60		18.61		20.13
320	1318	Lane Worker	33,384.00	16.05	40,726.40	19.58	43,971.20	21.14
321	1307	Lead Lane Worker	31,803.20	15.29	38,708.80	18.61	41,870.40	20.13
322	1322	Mechanic Assistant	44,408.00	21.35	50,481.60	24.27	59,342.40	28.53
323	1322	Mechanic Assistant (CyRide)	42,785.60	20.57	50,481.60	24.27	59,342.40	28.53
325	1323	Mechanic (CyRide)	51,230.40	24.63	56,513.60	27.17	66,435.20	31.94
327	1324	Lead Mechanic (CyRide)	53,726.40	25.83	59,342.40	28.53	69,659.20	33.49
328	5112	Water Plant Operator	56,201.60	27.02	63,710.40	30.63	74,817.60	35.97
329	5111	Plant Maintenance Specialist	52,956.80	25.46	60,049.60	28.87	70,720.00	34.00
330	5130	Water Utility Locator	51,230.40	24.63	57,948.80	27.86	68,369.60	32.87
332	5131	Water Meter Technician	48,547.20	23.34	55,099.20	26.49	64,792.00	31.15
334	5140	Water/PC Lab Technician	45,572.80	21.91	50,939.20	24.49	59,196.80	28.46
336	5141	Water/PC Lab Analyst	56,201.60	27.02	63,710.40	30.63	74,817.60	35.97
337	5115	Water Plant Asst. Operator	See page 5					
337	5212	WPC Plant Asst. Operator	See page 5					
338	5213	WPC Plant Operator	56,201.60	27.02	63,710.40	30.63	74,817.60	35.97
339	5220	Res. Rec. Lead Operator	52,894.40	25.43	60,008.00	28.85	70,512.00	33.90
340	5221	Res. Rec. Maint. Operator	50,460.80	24.26	57,200.00	27.50	67,059.20	32.24
342	5411	Plant Maintenance Operator	56,201.60	27.02	63,710.40	30.63	74,817.60	35.97
343	5412	Process Maintenance Worker	See page 6					
344	6110	Treatment Plant Maint. Worker	See page 6					
344	6112	Maintenance Worker	See page 6					
346	6113	Senior Maintenance Worker	49,316.80	23.71	55,868.80	26.86	65,644.80	31.56
348	6114	Parks Maintenance Specialist	50,003.20	24.04	52,790.40	25.38	61,713.60	29.67
351	6115	Streets Maint Lead Worker	See page 6					
350	6121	Building Maint. Specialist	48,547.20	23.34	55,099.20	26.49	64,792.00	31.15
352	6151	Truck Driver	38,168.00	18.35	43,160.00	20.75	50,793.60	24.42
354	6152	Senior Heavy Equipment Oper.	51,833.60	24.92	55,099.20	26.49	64,792.00	31.15
356	6153	Heavy Equipment Operator	47,174.40	22.68	50,190.40	24.13	58,988.80	28.36
358	1137	Traffic Technician	See page 5					
359	6117	W&PC Maint. Tech. I	See page 6					
360	6118	W&PC Maint. Tech. II	See page 6					
362	6111	Laborer	See page 5					
364	1319	Service Worker	See page 5					
366	6163	Custodian	See page 5					
370	1326	Fleet Technician	See page 5					
371	1328	Lead Fleet Technician	58,676.80	28.21	62,337.60	29.97	73,403.20	35.29
372	6154	Res. Rec. Equipment Operator	49,316.80	23.71	55,868.80	26.86	65,644.80	31.56
724	6119	RRP Maint. Tech. I	See page 6					
726	6120	RRP Maint. Tech. II	See page 6					

**E PAY PLAN
IUOE Blue Collar Unit
Effective 7/1/18**

<u>HTE</u>	<u>CLASS</u>		<u>STEP A (START)</u>		<u>STEP B (30 MOS)</u>	
	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
362	6111	Laborer	38,084.80	18.31	44,803.20	21.54
364	1319	Service Worker	40,414.40	19.43	47,715.20	22.94
366	6163	Custodian	36,649.60	17.62	43,056.00	20.70

<u>HTE</u>	<u>CLASS</u>	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>
308	1131		Traffic Signal Technician		
			Step A (Start)	53,019.20	25.49
			Step B (12 months)	55,889.60	26.87
			Step C (24 months)	60,715.20	29.19
			Step D (48 months)	64,542.40	31.03
309	1134		Traffic Signal Technician Lead		
			Step A (Start)	55,764.80	26.81
			Step B (12 months)	60,361.60	29.02
			Step C (24 months)	65,020.80	31.26
			Step D (48 months)	67,745.60	32.57
358	1137		Traffic Technician		
			Step A (Start)	44,241.60	21.27
			Step B (12 months)	47,964.80	23.06
			Step C (24 months)	51,604.80	24.81
			Step D (48 months)	58,988.80	28.36
337	5212		WPC Plant Assistant Operator		
			Step A (Start)	49,316.80	23.71
			Step B (within 8 months) Grade I certificate	52,748.80	25.36
			Step C (within 24 months) 21 CEU's directly related to wastewater treatment	56,201.60	27.02
337	5115		Water Plant Assistant Operator		
			Step A (Start)	49,316.80	23.71
			Step B (within 8 months) Grade I certificate	52,748.80	25.36
			Step C (within 24 months) 21 CEU's directly related to water treatment	56,920.160	27.02
370	1326		Fleet Technician		
			Step A - 4 ASE tests	55,868.80	26.86
			Step B - 7 ASE tests (within 1 year)	60,528.00	29.10
			Step C - 10 ASE tests (within 2 years)	65,124.80	31.31
			Step D - ASE certified (within 3 years)	69,971.20	33.64

E PAY PLAN
IUOE Blue Collar Unit
Effective 7/1/18

<u>HTE</u>	<u>CLASS</u> <u>CODE</u>	<u>TITLE</u>	<u>STEP A</u> <u>(START)</u>	<u>STEP B</u> <u>(6 MOS)</u>	<u>STEP C</u> <u>(12 MOS)</u>	<u>STEP D</u> <u>(18 MOS)</u>	<u>STEP E</u> <u>(24 MOS)</u>	<u>STEP F</u> <u>(36 MOS)</u>	<u>STEP G</u> <u>(48 MOS)</u>
343	5412	Process Maintenance Worker Annual Hourly	42,515.20 20.44	44,553.60 21.42	46,987.20 22.59	48,630.40 23.38	50,689.60 24.37	52,748.80 25.36	54,808.00 26.35
344	6110	Treatment Plant Maint. Worker Annual Hourly	42,577.60 20.47		43,721.60 21.02		45,364.80 21.81		53,331.20 25.64
344	6112	Maintenance Worker Annual Hourly	42,577.60 20.47		43,721.60 21.02		45,364.80 21.81		53,331.20 25.64
351	6115	Streets Maintenance Lead Worker Annual Hourly	52,894.40 25.43		61,110.40 29.38		68,016.00 32.70		70,512.00 33.90
359	6117	W&PC Maint. Tech. I Annual Hourly					49,649.60 23.87*		57,657.60 27.72
360	6118	W&PC Maint. Tech. II Annual Hourly							65,644.80 31.56
724	6119	RRP Maint. Tech. I Annual Hourly					54,329.60 26.12*	56,388.80 27.11*	58,427.20 28.09*
726	6120	RRP Maint. Tech. II Annual Hourly						63,585.60 30.57*	65,644.80 31.56*

*must also have successfully completed required skill block to be eligible for this rate

**F PAY PLAN
PPME - Police
Effective 7/1/18**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>STEP A (START)</u>	<u>STEP B (18 MOS)</u>	<u>STEP C (36 MOS)</u>
400	2308	Animal Control Clerk	41,347 19.8784	49,580 23.8366	
402	131	Parking Meter Attendant	37,078 17.8260	39,262 18.8760	47,127 22.6573
403	2207	Lead Police Records Clerk	43,415 20.8726	47,671 22.9188	56,807 27.3111
404	2208	Police Records Clerk	41,347 19.8784	45,400 21.8270	54,102 26.0106
416	2201	Public Safety Lead Dispatcher	48,005 23.0794	50,347 24.2053	58,035 27.9015
406	2202	Public Safety Dispatcher	44,895 21.5842	47,060 22.6250	54,395 26.1515
412	2311	Animal Control Officer	39,266 18.8779	42,578 20.4702	52,772 25.3712

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>ANNUAL</u>	<u>HOURLY</u>
408	2212	Police Officer - 2016 or Prior		
		A. 0-18 months	53,283	25.7655
		B. 19-36 months	58,316	28.1993
		C. 37-120 months	69,551	33.6321
		D. 121-216 months	71,464	34.5571
		E. 216+ months	73,608	35.5939
410	2214	Police Officer - 2017 or Later		
		A. 0-12 months	53,283	25.7655
		B. 13-24 months	56,536	27.3385
		C. 25-48 months	59,790	28.9120
		D. 49-72 months	63,043	30.4850
		E. 73-96 months	66,297	32.0586
		F. 97-120 months	69,551	33.6321
		G. 121-216 months	71,464	34.5571
		H. 216+ months	73,608	35.5939

**G PAY PLAN
IAFF - Fire
Effective 7/1/18**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>
504	2111	Firefighter	49,036 16.8395	53,724 18.4493	64,319 22.0878	70,314 24.1464
506	2112	Fire Lieutenant	77,932 26.7624			
508	2114	Fire Inspector	85,595 41.1515			

Step A = 0 through 18 months

Step B = 19 months

Step C = 37 months

Step D = 60 months (see also Section 16.3)

Effective July 1, 2004, the City will combine incentive pay (First Responder - .7%, Instructor I - .7%, and DMACC classes - 1.7% for a total of 3.1%) and add to Firefighter Step D, Fire Lieutenant, and Fire Inspector pay scale.

**H PAY PLAN
IBEW
Effective 7/1/18**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>
600	171	Storekeeper	48,464.00	23.30
602	711	Records and Materials Specialist	61,588.80	29.61
604	4209	Substation Electrician Assistant	68,952.00	33.15
606	4210	Underground Electric Serviceworker	65,707.20	31.59
608	4211	Groundswoker	60,444.80	29.06
610	4212	Truck Driver/Groundswoker	65,707.20	31.59
612	4213	Electric Serviceworker	70,595.20	33.94
614	4215	Electric Lineworker	81,369.60	39.12
616	4218	Substation Electrician	81,369.60	39.12
618	4221	Electric Line Foreman	86,195.20	41.44
620	4231	Electric Meter & Relay Technician	70,158.40	33.73
622	4311	Electrical Engineering Assistant	67,163.20	32.29
624	4312	Electrical Engineering Technician	87,568.00	42.10
626	6126	Substation Foreman	86,195.20	41.44
628	4214	Apprentice Electric Lineworker		
		A. 1st twelve months/2000 hrs. (60%)	48,817.60	23.47
		B. 2nd twelve months/2000 hrs. (70%)	56,950.40	27.38
		C. 3rd twelve months/2000 hrs. (80%)	65,104.00	31.30
		D. 4th twelve months/1000 hrs. (90%)	73,216.00	35.20
630	4217	Apprentice Substation Electrician		
		A. 0 - 1000 hours (65%)	52,873.60	25.42
		B. 1000 - 2000 hours (70%)	56,950.40	27.38
		C. 2000 - 3000 hours (75%)	61,027.20	29.34
		D. 3000 - 4000 hours (80%)	65,104.00	31.30
		E. 4000 - 5000 hours (85%)	69,160.00	33.25
		F. 5000 - 6000 hours (90%)	73,216.00	35.20
632	4230	Apprentice Electric Meter Repair Worker		
		A. 0 - 1000 hours (75%)	52,624.00	25.30
		B. 1000 - 2000 hours (80%)	56,118.40	26.98
		C. 2000 - 3000 hours (84%)	58,947.20	28.34
		D. 3000 - 4000 hours (88%)	61,734.40	29.68
		E. 4000 - 5000 hours (92%)	64,542.40	31.02
		F. 5000 - 6000 hours (96%)	67,350.40	32.38

The above listed wage rates for apprentices are based on percentages of journeymen rates as set out in the respective apprentice agreements. Progression within the apprentice classifications is contingent upon training and outside coursework plus meeting the requirements set out in the apprenticeship agreement.

**I PAY PLAN
IUOE - Power Plant
Effective 7/1/18**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>
700	4110	Lead Coal Handler	71,240.00	34.25
702	4111	Coal Handler		
		1st 6 months	50,772.80	24.41
		2nd 6 months	54,184.00	26.05
		3rd 6 months	60,985.60	29.32
		Thereafter	67,849.60	32.62
704	4112	Power Plant Auxiliary Operator		
		1st 6 months	59,134.40	28.43
		2nd 6 months	62,857.60	30.22
		3rd 6 months	66,497.60	31.97
		4th 6 months	70,283.20	33.79
		Thereafter	73,985.60	35.57
706	4113	Power Plant Fireworker		
		5th 6 months	74,963.20	36.04
		6th 6 months	78,291.20	37.64
		Thereafter	80,724.80	38.81
708	4114	Power Plant Operator		
		7th 6 months	83,699.20	40.24
		Thereafter	86,299.20	41.49
709	4117	Environmental Instrument & Control Technician		
		1st 6 months	66,622.40	32.02
		2nd 6 months	71,177.60	34.22
		3rd 6 months	75,608.00	36.35
		4th 6 months	79,934.40	38.43
		5th 6 months	84,427.20	40.59
		6th 6 months	87,110.40	41.88
		Thereafter	89,065.60	42.82
709	4118	Instrument & Control Technician		
		1st 6 months	66,622.40	32.03
		2nd 6 months	71,177.60	34.22
		3rd 6 months	75,608.00	36.35
		4th 6 months	79,934.40	38.43
		5th 6 months	84,427.20	40.59
		6th 6 months	87,110.40	41.88
		Thereafter	89,065.60	42.82

**I PAY PLAN
IUOE - Power Plant
Effective 7/1/18**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>
714	4122	Power Plant Maintenance Foreman	89,065.60	42.82
716	4124	Power Plant Maintenance Worker		
		1st 6 months	45,635.20	21.94
		2nd 6 months	48,838.40	23.48
		3rd 6 months	54,891.20	26.39
		Thereafter	62,025.60	29.82
718	4125	Power Plant Maintenance Mechanic		
		1st 6 months	61,380.80	29.51
		2nd 6 months	65,208.00	31.35
		3rd 6 months	69,076.80	33.21
		4th 6 months	72,883.20	35.04
		Thereafter	76,793.60	36.92
720	6123	Electrician		
		1st 6 months	58,718.40	28.23
		2nd 6 months	63,086.40	30.33
		3rd 6 months	67,620.80	32.51
		4th 6 months	72,113.60	34.67
		5th 6 months	76,564.80	36.81
		6th 6 months	79,580.80	38.26
		Thereafter	81,660.80	39.26
722	6163	Custodian		
		1st 6 months	38,043.20	18.29
		2nd 6 months	40,310.40	19.38
		Thereafter	44,512.00	21.40

Progression within the apprentice classification is contingent upon successful completion of outside course work and satisfactory progress during each step interval plus meeting the requirements set out in the apprenticeship agreement.

ALPHABETICAL LISTING

<u>CODE</u>	<u>HTE</u>	<u>EEO</u>	<u>FLSA</u>	<u>CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>PAGE</u>
0133	----	6	NE	Account Clerk	56	2
0307	----	2	NE	Accountant	59	2
2310	----	8	NE	Animal Control Attendant	Temporary	1
2308	400	6	NE	Animal Control Clerk	Union-F	7
2311	412	8	NE	Animal Control Officer	Union-F	7
2311	----	8	NE	Animal Control Officer	Temporary	1
2312	----	3	E	Animal Control Supervisor	61	2
4230	632	7	NE	Appr. Electric Meter Repair Worker	Union-H	9
4217	630	8	NE	Appr. Substation Electrician	Union-H	9
4214	628	7	NE	Apprentice Electric Lineworker	Union-H	9
3202	----	5	E	Aquatics & Activities Manager	59	2
3211	----	2	E	Aquatics & Activities Supervisor	59	2
1227	----	2	E	Assistant Building Official	60	2
0411	----	2	E	Assistant City Attorney I	61	2
0412		2	E	Assistant City Attorney II	63	2
0612	----	1	E	Assistant City Manager	65	3
4331	----	1	E	Assistant Director Electric Services	94	2
0313	----	1	E	Assistant Director of Finance	62	2
5311	----	1	E	Assistant Director of Water and PC	63	2
4222	----	2	E	Assistant Electric Distribution Supt.	90	2
1214	----	2	E	Assistant Planner	58	2
0611	----	1	E	Assistant to the City Manager	64	3
1317	----	1	E	Assistant Transit Director-Fleet & Facilities	62	2
1321	----	1	E	Assistant Transit Director-Operations	63	2
3206	----	2	E	Aud., Bandshell, & Community Center Mgr	59	2
0308	----	2	E	Budget Officer	61	2
1226	315	1	NE	Building and Zoning Inspector	Union-E	4
6121	350	7	NE	Building Maintenance Specialist	Union-E	4
1224	----	1	E	Building Official	62	2
0608	----	5	E	Cable Television Coordinator	58	2
0132	----	6	NE	Cashier	56	2
2223	----	1	E	Chief of Police	65	3
6108	----	6	E	City Forester	59	2
1124	----	3	NE	Civil Design Technician	59	2
1120	----	2	E	Civil Engineer I	60	2
1121	----	2	E	Civil Engineer II	62	2
0218	----	2	E	Client Support Coordinator	60	2
0217	----	3	NE	Client Support Specialist I	56	2
0215	----	3	NE	Client Support Specialist II	57	2
1116	999	8	NE	Co-op	Temporary	1
4111	702	8	NE	Coal Handler	Union-I	10
1228	313	10	NE	Community Codes Liaison	Union-E	4
2209	----	4	NE	Community Safety Officer	Temporary	1
2206	----	4	NE	Community Safety Officer Coordinator	Temporary	1
5133	----	3	NE	Cross Connection Control Coordinator	59	2
6163	366	8	NE	Custodian	Union-E	5
6163	722	8	NE	Custodian	Union-I	11
0124	----	1	E	Customer Support Coordinator	59	2
2118	----	1	E	Deputy Fire Chief, Operations	63	2
2117	----	1	E	Deputy Fire Chief, Support Services	63	2
4332	----	1	E	Director of Electric Services	96	3

0314	----	1	E	Director of Finance	65	3
0174	----	1	E	Director of Fleet Services	65	3
0514	----	1	E	Director of Human Resources	65	3
3215	----	1	E	Director of Parks and Recreation	65	3
1232	----	1	E	Director of Planning and Housing	65	3
6232	----	1	E	Director of Public Works	65	3
1315	----	1	E	Director of Transit	65	3
5312	----	1	E	Director of Water and WPC	65	3
4224	----	1	E	Electric Distribution Manager	91	2
4310	----	5	NE	Electric GIS Specialist	59	2
4221	618	7	NE	Electric Line Foreman	Union-H	9
4215	614	7	NE	Electric Lineworker	Union-H	9
4231	620	7	NE	Electric Meter & Relay Technician	Union-H	9
4213	612	7	NE	Electric Service Worker	Union-H	9
4130	----	2	E	Electric Services Maintenance Supt	90	2
4129	----	2	E	Electric Services Operations Supt	90	2
4318	----	2	E	Electrical Engineer	90	2
4311	622	5	NE	Electrical Engineering Assistant	Union-H	9
4322	----	2	E	Electrical Engineering Manager	92	2
4312	624	3	NE	Electrical Engineering Technician	Union-H	9
1223	312	1	NE	Electrical Inspector	Union-E	4
6123	720	7	NE	Electrician	Union-I	11
2200	----	6	E	Emergency Communications Supervisor	60	2
4316	----	2	E	Energy Services Coordinator	60	2
1110	304	5	NE	Engineering Technician I	Union-E	4
1111	306	3	NE	Engineering Technician II	Union-E	4
5305	----	2	E	Environmental Engineer I	60	2
5306	----	2	E	Environmental Engineer II	61	2
4117	709	3	NE	Environmental Instrument & Control Tech	Union-I	10
5309	----	2	E	Environmental Specialist	60	2
2116	----	1	E	Fire Chief	65	3
2114	508	1	NE	Fire Inspector	Union-G	8
2112	506	2	NE	Fire Lieutenant	Union-G	8
2119	----	2	E	Fire Training Officer	61	2
2111	504	4	NE	Firefighter	Union-G	8
6140	----	1	E	Fleet Support Manager	61	2
1326	370	7	NE	Fleet Technician	Union-E	5
1125	----	2	E	GIS Coordinator	61	2
1115	----	3	NE	GIS Specialist	59	2
6221	----	7	NE	Grounds Foreman	58	2
6222	----	3	E	Grounds Supervisor	60	2
4211	608	8	NE	Groundswoker	Union-H	9
0509	----	2	E	Health Promotion Coordinator	60	2
6153	356	7	NE	Heavy Equipment Operator	Union-E	4
0212	----	6	NE	Help Desk Specialist	56	2
1216	----	2	E	Housing Coordinator	61	2
1225	314	9	NE	Housing Inspector	Union-E	4
0511	----	5	E	Human Resources Analyst	58	2
0510	----	2	E	Human Resources Officer I	60	2
0513	----	2	E	Human Resources Officer II	61	2
0515	----	6	NE	Human Resources Secretary I	57	2
3209	----	5	E	Ice Arena Manager	59	2
0222	----	1	E	Information Technology Manager	62	2
4118	709	3	NE	Instrument and Control Technician	Union-I	10
0312	----	2	E	Investment Officer	60	2


0213	----	5	NE	IT Operations Technician	57	2
0225	----	3	NE	IT Specialist - Public Safety	58	2
6111	362	8	NE	Laborer	Union-E	5
1318	320	8	NE	Laneworker	Union-E	4
4110	700	8	NE	Lead Coal Handler	Union-I	10
1328	371	7	NE	Lead Fleet Technician	Union-E	4
1307	321	8	NE	Lead Lane Worker	Union-E	4
1324	327	7	NE	Lead Mechanic (CyRide)	Union-E	4
2207	403	6	NE	Lead Police Records Clerk	Union-F	7
2229	----	6	NE	Lead Property-Evidence Technician	57	2
2229	----	6	NE	Lead Property-Evidence Technician	Temporary	1
0118	----	6	NE	Legal Secretary	57	2
0120	----	5	E	Legal Services Administrative Assistant	59	2
0119	----	6	NE	Legal Technician	57	2
3121	----	2	E	Librarian	58	2
3117	----	5	NE	Library Administrative Assistant	58	2
3108	----	1	E	Library Adult Services Manager	61	2
3113	----	5	NE	Library Assistant	57	2
3110	----	8	NE	Library Building Maintenance Supervisor	57	2
3116	----	6	NE	Library Cataloging Clerk	53	2
3106	----	6	NE	Library Clerk - Adult/Youth Services	53	2
3109	----	6	NE	Library Clerk - Customer Account Services	53	2
3111	----	6	NE	Library Clerk - Resource Services	53	2
3107	----	6	NE	Library Client Support Technician	57	2
3114	----	2	E	Library Community Relations Specialist	58	2
3129	----	2	E	Library Customer Account Services Manager	61	2
3123	----	1	E	Library Director	65	3
3133	----	6	NE	Library Marketing Assistant	56	2
3120	----	2	E	Library IT Systems Administrator	60	2
3131	----	2	E	Library Operations Coordinator	59	2
3126	----	2	E	Library Reference Specialist	59	2
3105	----	2	E	Library Resource Services Manager	61	2
3132	----	5	E	Library Resource Services Technician	57	2
3130	----	2	E	Library Volunteer Coordinator	59	2
3128	----	2	E	Library Youth Services Manager	61	2
0166	----	6	NE	Mail Clerk	55	2
6117	359	8	NE	Maintenance Tech I	Union-E	6
6112	344	8	NE	Maintenance Worker	Union-E	6
0614	----	2	E	Management Analyst	58	2
4315	----	3	E	Manager of Energy Market Operations	90	2
1323	325	7	NE	Mechanic (CyRide)	Union-E	4
1322	322	8	NE	Mechanic Assistant	Union-E	4
1322	323	8	NE	Mechanic Assistant (CyRide)	Union-E	4
2230	----	4	E	Mental Health Advocate	59	2
0141	300	6	NE	Meter Reader	Union-E	4
1122	----	1	E	Municipal Engineer	63	2
0224	----	2	E	Network Administrator	60	2
0216	----	3	NE	Network Technician	57	2
9405	999	6	NE	Office Worker	Temporary	1
0117	----	6	NE	Paralegal	58	2
2231	----	6	E	Parking Enforcement Coordinator	58	2
3213	----	1	E	Parks and Facilities Superintendent	62	2
3210	----	5	E	Parks and Facilities Supervisor	59	2
6114	348	8	NE	Parks Maintenance Specialist	Union-E	4
0134	----	6	NE	Payroll Clerk	57	2

1212	----	2	E	Planner	60	2
1230	----	5	E	Plans Examiner	59	2
5411	342	7	NE	Plant Maintenance Operator	Union-E	4
5111	329	7	NE	Plant Maintenance Specialist	Union-E	4
1222	310	1	NE	Plumbing Inspector	Union-E	4
2224	----	1	E	Police Commander	63	2
2222	----	2	E	Police Lieutenant	62	2
2212	408	4	NE	Police Officer	Union-F	7
2214	410	4	NE	Police Officer	Union-F	7
2208	404	6	NE	Police Records Clerk	Union-F	7
2205	----	6	E	Police Records Supervisor	59	2
2221	----	3	E	Police Sergeant	61	2
2225	----	2	E	Police Support Services Manager	63	2
4112	704	7	NE	Power Plant Auxiliary Operator	Union-I	10
4323	----	2	E	Power Plant Engineer	90	2
4113	706	7	NE	Power Plant Fireworker	Union-I	10
4122	714	7	NE	Power Plant Maintenance Foreman	Union-I	11
4125	718	7	NE	Power Plant Maintenance Mechanic	Union-I	11
4124	716	8	NE	Power Plant Maintenance Worker	Union-I	11
4132	----	1	E	Power Plant Manager	92	2
4114	708	7	NE	Power Plant Operator	Union-I	10
0113	----	6	NE	Principal Clerk	56	2
0163	----	7	NE	Printing and Graphics Services Specialist	58	2
5412	343	8	NE	Process Maintenance Worker	Union-E	6
0175	----	5	NE	Procurement Specialist I	57	2
0172	----	5	NE	Procurement Specialist II	59	2
2228	----	6	NE	Property/Evidence Technician	56	2
2228	----	6	NE	Property/Evidence Technician	Temporary	1
0713	----	2	E	Public Relations Officer	61	2
2202	406	6	NE	Public Safety Dispatcher	Union-F	7
2201	416	6	NE	Public Safety Lead Dispatcher	Union-F	7
2204	----	6	NE	Public Safety Quality Assurance Coordinator	Temporary	1
0714	----	6	E	Public Works Management Analyst	58	2
6230	----	1	E	Public Works Operations Manager	62	2
6231	----	3	E	Public Works Operations Supervisor	61	2
0169	----	6	NE	Purchasing Clerk	56	2
0173	----	2	E	Purchasing Manager	62	2
0711	602	6	NE	Records and Materials Specialist	Union-H	9
9500	----	6	E	Records Manager/City Clerk	61	2
3201	----	5	E	Recreation Manager	59	2
3214	----	1	E	Recreation Superintendent	62	2
5222	----	2	E	Resource Recovery Asst. Superintendent	61	2
6154	372	7	NE	Resource Recovery Equipment Operator	Union-E	4
5220	339	7	NE	Resource Recovery Lead Operator	Union-E	4
5221	340	7	NE	Resource Recovery Maint. Operator	Union-E	4
6119	724	8	NE	Resource Recovery Maint. Tech. I	Union-E	6
6120	726	8	NE	Resource Recovery Maint. Tech. II	Union-E	6
5223	----	1	E	Resource Recovery Superintendent	62	2
0610	----	1	E	Risk Manager	61	2
9392	----	8	NE	School Crossing Guard	Temporary	1
3200	----	8	NE	Seasonal Parks and Recreation	Temporary	1
0121	----	6	NE	Secretary I	57	2
0122	----	6	NE	Secretary II	58	2
0112	----	6	NE	Senior Clerk	55	2
1112	----	3	NE	Senior Engineering Technician	59	2

6152	354	7	NE	Senior Heavy Equipment Operator	Union-E	4
6113	346	8	NE	Senior Maintenance Worker	Union-E	4
0142	302	6	NE	Senior Meter Reader	Union-E	4
1319	364	8	NE	Service Worker	Union-E	5
2113	-----	2	E	Shift Commander	62*	2
0171	600	6	NE	Storekeeper	Union-H	9
1126	-----	3	E	Stormwater Resource Analyst	59	2
1123	-----	2	E	Stormwater Specialist	59	2
6211	-----	7	NE	Streets Maintenance Foreman	59	2
6115	351	7	NE	Streets Maintenance Lead Worker	Union-E	6
6213	-----	3	E	Streets Operations Supervisor	61	2
4218	616	7	NE	Substation Electrician	Union-H	9
4209	604	8	NE	Substation Electrician Assistant	Union-H	9
6126	626	7	NE	Substation Foreman	Union-H	9
0221	-----	2	E	Systems Analyst	60	2
9407	-----	3	NE	Technical Assistant	Temporary	1
4232	-----	3	E	Technical Services Supervisor	90	2
9450	-----	1	E	Temporary Manager	Temporary	1
1133	-----	2	E	Traffic Engineer I	61	2
1136	-----	2	E	Traffic Engineer II	62	2
1131	308	3	NE	Traffic Signal Technician	Union-E	5
1134	309	3	NE	Traffic Signal Technician Lead Worker	Union-E	5
1132	-----	3	E	Traffic Supervisor	61	2
1137	-----	7	NE	Traffic Technician	Union-E	5
1311	316	8	NE	Transit Driver	Union-E	4
1311	-----	8	NE	Transit Driver (< 20 hrs/week)	Temporary	1
1310	-----	5	E	Transit Maintenance Coordinator	60	2
1313	-----	6	NE	Transit Dispatcher	57	2
1314	-----	5	E	Transit Operations Manager	60	2
1312	-----	2	E	Transit Operations Supervisor	61	2
1305	-----	2	E	Transit Planner/EEO Officer	60	2
1316	-----	5	E	Transit Scheduler/Admin Analyst	60	2
1320	-----	5	E	Transit Trainer	59	2
1129	-----	2	E	Transportation Planner	60	2
6110	344	8	NE	Treatment Plant Maintenance Worker	Union-E	6
6151	352	8	NE	Truck Driver	Union-E	4
4212	610	8	NE	Truck Driver/Groundsworke	Union-H	9
3216	-----	5	E	Turf Maintenance Supervisor	59	2
9403	999	8	NE	Unclassified Labor	Temporary	1
9404	999	8	NE	Unclassified Skilled Laborer	Temporary	1
4210	606	7	NE	Underground Electric Serviceworker	Union-H	9
0310	-----	2	E	Utility Accounts Supervisor	61	2
0135	-----	6	NE	Utility Accounts Technician	57	2
0136	-----	6	NE	Utility Customer Services Clerk	56	2
4320	-----	2	E	Utility Engineer	90	2
5121	-----	7	NE	Utility Maintenance Foreman	59	2
5141	336	3	NE	Water & PC Laboratory Analyst	Union-E	4
5143	-----	1	E	Water & PC Laboratory Supervisor	60	2
5140	334	3	NE	Water & PC Laboratory Technician	Union-E	4
6117	359	8	NE	Water & PC Maintenance Technician I	Union-E	6
6118	360	8	NE	Water & PC Maintenance Technician II	Union-E	6
5132	-----	3	E	Water Meter Supervisor	60	2
5131	332	8	NE	Water Meter Technician	Union-E	4
5114	-----	2	E	Water Plant Assistant Superintendent	61	2
5112	328	7	NE	Water Plant Operator	Union-E	4

5113	-----	1	E	Water Plant Superintendent	62	2
5130	330	8	NE	Water Utility Locator	Union-E	4
5142	-----	3	NE	Water/Wastewater Laboratory Aide	Temporary	1
3208	-----	5	E	Wellness Program Manager	59	2
5212	337	7	NE	WPC Plant Assistant Operator	Union-E	5
5215	-----	2	E	WPC Plant Assistant Superintendent	61	2
5213	338	7	NE	WPC Plant Operator	Union-E	4
5214	-----	1	E	WPC Plant Superintendent	62	2



TO: Members of the City Council
FROM: John Haila, Mayor 
DATE: June 8, 2018
SUBJECT: Appointment to Property Maintenance Appeals Board (PMAB)

Currently, the Contractor seat on the PMAB is vacant. Rich Lepper has agreed to fill that seat.

Therefore, I recommend that the City Council approve the appointment of Rich Lepper to the Property Maintenance Appeal Board (Contractor seat).

JH/drv

COUNCIL ACTION FORM

SUBJECT: REQUEST FROM AMES INTERNATIONAL PARTNER CITIES
ASSOCIATION TO CARRY OVER FY 2017/18 FUNDS INTO FY 2018/19

BACKGROUND:

The Ames International Partner Cities Association (AIPCA) organizes international partner city activities on behalf of the community of Ames. Currently, Ames is partnered with Koshu City, Japan. Each year, the City Council allocates funding for outside organizations, including AIPCA. In FY 2017/18, the City has an agreement to fund AIPCA in the amount of \$8,000. Of this total, \$2,100 is to support the expenses for sending a youth delegation to Japan. This delegation was originally scheduled to depart in June, but now is anticipated to travel in July, which is in the next fiscal year. AIPCA has requested to carry over the \$2,100 budgeted in FY 2017/18 for this expense.

Additionally, \$3,000 of AIPCA's FY 2017/18 funding is to support exploration of a partnership with a new city. Originally, AIPCA intended to explore a partnership with a city in Italy. That prospect has not materialized; instead a potential partnership is being explored with a city in China. This change in direction has delayed the use of these funds, which AIPCA has also requested to carry over into FY 2018/19.

AIPCA was awarded \$6,000 in funds in FY 2018/19. These two carryovers will affect AIPCA's FY 2017/18 and FY 2018/19 allocations as follows:

FY 2017/18:

\$8,000 awarded

Carry over \$2,100 for youth delegation trip in July

Carry over \$3,000 for New Partner City exploration

= \$2,900 actual expenses this FY

FY 2018/19:

\$5,100 in carryover from previous year

\$6,000 in new funding for hosting a youth delegation, sending an adult delegation, and
supplies (per the application budget)

= \$11,100 actual expenses this FY

ALTERNATIVES:

1. Approve the request to carry over \$5,100 from AIPCA's FY 2017/18 allocation into FY 2018/19.
2. Do not approve the request.

CITY MANAGER'S RECOMMENDED ACTION:

Funds have been budgeted for AIPCA to undertake a variety of activities in FY 2017/18. Due to circumstances outside AIPCA's control, two AIPCA activities will be delayed into FY 2018/19. Authorizing a carryover of \$5,100 will allow these two activities to take place in FY 2018/19. Approving this request will not affect the total amount budgeted for AIPCA in this two-year period.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the request to carry over \$5,100 from AIPCA's FY 2017/18 allocation into FY 2018/19.

March 8, 2018

To members of Ames city council:

I am writing to you regarding Ames International Partnership Cities Association. This fiscal year we will use very little of the money from the city that was budgeted for us. In our 2017-18 grant, we requested money to cover expenses for an adult delegation to come to Ames in September 2017 from our sister city, Koshu Japan. We also budgeted to send a student delegation to travel to Koshu in June 2018.

However, the Japanese cancelled their trip here last September and our students were not able to travel in June but instead are traveling in July.

With the cancellation and the date change of the youth trip to July, we will not be using a large amount of our requested 2017-18 grant. However, in fiscal year 2018-19 we will have extra traveling expenses as we will send a youth delegation in July, host a youth delegation in September and potentially send an adult delegation in June 2019. We also typically have our annual meeting in June but since we would like to have the youth delegate present, we will likely reschedule the meeting to July which will create another expense that would normally happen in the 2017-18 budget to occur in the following 2018-19 budget.

With those changes in mind, the AIPCA board is requesting that we be allowed to transfer the grant money that we would normally use on those expenses from the 2017-18 grant to our 2018-19 grant.

Thank you for considering our request and please let me know if you have any further questions or need more clarification.

Sincerely,

Jennifer Malone
AIPCA treasure

COUNCIL ACTION FORM

**SUBJECT: PRELIMINARY PLANS AND SPECIFICATIONS FOR INSTALLATION
SERVICES FOR 69KV UG POWER CABLE TOP-O-HOLLOW
SUBSTATION**

BACKGROUND:

This project will convert the existing single underground 69kV transmission tap connection at the Top-O-Hollow substation to a more reliable dual-source transmission connection, including the necessary relaying and breakers for high-speed line and transformer protection. The scope of this project includes the replacement and expansion of the existing 13.8kV metalclad switchgear to provide the addition of a main breaker and replacement of obsolete airblast breakers and electromechanical relays with vacuum-interrupter breakers, microprocessor-based relaying equipment, the addition of 69kV line breakers and the addition of a 13.8kV Capacitor Bank for power factor correction.

This portion of the project is to contract for furnishing and installing 69 kV power cable and terminations for the Top-O-Hollow Substation. The Engineer's estimated cost for this is \$350,000.

The approved FY 2017/18 CIP for Electric Services includes \$1,950,000 for construction under the Top-O-Hollow Substation Expansion and Breaker Addition project. Iowa State University's (ISU) will also provide funding for this project. ISU's share of the project is based on a load-ratio-share of the 69kV portion of this project at the time of implementation. For budgetary purposes, staff is assuming the ISU load ratio share to be 7% of the total project cost.

Originally this project was budgeted to provide overhead transmission lines from the substation. After review of the location, discussions with neighboring residents, and for increased reliability, staff determined that the lines leaving the substation should be installed underground. Underground lines will allow the substation design to be more compact and eliminate the need to build a storm water retention pond on the site.

To cover the new engineer's estimate including the underground connection, unspent funds from three other current or recent CIP projects was moved to this project. These include \$800,000 from Transmission Reconstruction, \$331,652 from 69kV Switchyard Relay, and \$271,843 from Street Lights, for a total of \$1,404,495, bringing the total amount of funding available for the project to be \$3,353,495. These funding transfers were included in the FY 2017/18 final amendments presented to Council in May.

A breakdown of the budget as well as contracts awarded to date is attached at the end.

ALTERNATIVES:

1. Approve the plans and specifications for Installation Services for 69kV UG Power Cable Top-O-Hollow and set June 27, 2018, as the bid due date and July 10, 2018, as the date of hearing and award of contract.
2. Do not approve the plans and specifications at this time.

CITY MANAGER'S RECOMMENDED ACTION:

This project will improve reliability of the 69kV transmission system, improve service to the customers served by this substation, improve worker safety, and provide improved protection to electrical assets from fault damage.

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

To date the Top-O-Hollow CIP project budget has the following items encumbered:

\$1,950,000	FY 2017/18 CIP amount budgeted for construction
<u>\$1,403,495</u>	Additional funds transferred from budgeted CIP funds for 69kV Transmission Reconstruction (\$800,000), Street Light (\$271,843) and 69kV Switchyard Relay & Controls (\$331,652)
\$3,353,495	
	<u>H K Scholz</u>
\$599,231	Switchgear and Control Panels
	<u>RESCO</u>
\$37,012.26	69kV Switches
\$27,895.27	Instrument Transformers
\$10,884.30	69kV Lightning Arrestors
	<u>Kriz-Davis Co. – BSE</u>
\$42,003.18	Steel Structures
	<u>Siemens Industry, Inc</u>
\$75,221	(2) 69kV Breakers
	<u>Controllix Corporation</u>
\$104,748.35	(1) 13.8kV Cap Bank
	<u>Primoris Aevenia, Inc.</u>
\$1,511,291.16	Construction
	<u>L & S Electric, Inc.</u>
\$76,169	Equipment Commissioning (on this same agenda for award of contract)
	<u>To Be Determined</u>
<u>\$350,000</u>	*Estimated cost of Installation Services for 69kV UG Power Cable (pending Council approval of plans & specs)
\$2,834,455.52	Costs committed to date for project
\$519,039.48	Remaining Project Balance for the CIP Project.

COUNCIL ACTION FORM

SUBJECT: AWARD OF CONTRACT FOR LIABILITY INSURANCE BROKER

BACKGROUND:

This action deals with the award of contract for insurance broker services for the City's liability insurance program.

For many years the City has purchased liability insurance from a risk pool without the benefit of using a broker. There are several reasons for considering the utilization of a broker. These include a broker's ability to calculate adequate but not excessive insurance limits, to provide information regarding premium trends specific to public entities, to provide guidance on the selection of the appropriate deductible by line of coverage, and to secure competitive insurance quotes from insurers who will only work through brokers.

On April 4, 2018, a Request for Qualifications (RFQ) was issued to eleven firms and two sourcing sites. The document was also advertised on the Current Bid Opportunities section of the Purchasing webpage. On April 17, 2018, responses were received from five firms. These proposals were then sent to an evaluation team consisting of an Assistant City Manager, the Risk Manager and the Chief of Police.

The team members independently evaluated and scored all five for qualifications.

Step 1

In the first step, the qualifications were evaluated based on compliance with the RFQ documents that described broad performance criteria required for advancement to the second step in the process. The qualifications submitted were rated on an acceptable or non-acceptable basis. Four of the five firms received acceptable qualifications in order to move to the next step.

Step 2

In the second step, the four firms were notified and required to submit proposals by May 8, 2018. Three of the four firms provided responses. Those proposals detailed how each broker would design and deliver a program of services for all aspects of the City's liability insurance program, including competitive bidding approach, experience with multiple insurer layered coverage, loss control engineering, policy administration and claims services.

Each score was based on a scale of 1 to 5. The overall weighted score is a combination of fees, thoroughness of responses, demonstration of past performance with similar programs, adequacy and breadth of available services and a history of collaborating with insurers in the creation of innovative coverage solutions. The knowledge and experience

related scores represented 80% of the overall score, and proposed fees accounted for 20%.

The averaged score for each proposal, the cost based on a three year contract period, and the firms' rankings are summarized in the following table:

Brokers & Local Servicing Office	Average Points	Rank	Cost Proposal
KTA, LLC d/b/a Knapp Tedesco Insurance, Ames, IA	394	1	\$111,000
AJ Gallagher, West Des Moines, IA	358	2	\$107,200
Holmes Murphy, Waukee, IA	341	3	\$120,000

Based on a unanimous decision by the evaluation team the firms were ranked as follows:

Brokers & Local Servicing Office	Rank	Cost Proposal
KTA, LLC d/b/a Knapp Tedesco Insurance, Ames, IA	1	\$111,000
Arthur J. Gallagher, West Des Moines, IA	2	\$107,200
Holmes Murphy, Waukee, IA	3	\$120,000

There were very specific reasons why KTA, LLC stood out as the strongest broker, even though they were not the lowest cost proposal. These include the following:

1. KTA, LLC demonstrated the most relevant experience representing public entities.
2. Their team members are very familiar with the City of Ames and our processes.
3. They have an existing working relationship with our current liability provider, the Iowa Community Assurance Pool (ICAP).
4. They have the knowledge and resources to review the City's liability program and provide recommendations regarding program design.
5. They have the ability to market the City's program to traditional insurers as well as public risk pools.

The three-year contract with KTA, LLC would be in the amount of \$111,000, with the payment structure for the contract as detailed below:

Year	Amount
1	\$36,000
2	\$37,000
3	\$38,000

For the sake of continuity in receiving these services, the City Council is being asked to approve a three-year agreement at this time rather than a one-year contract with renewal options. It should be noted that to protect the City and meet legal requirements, the contract does contain language that will allow for the termination of the contract in future years should the Council not appropriate funds for its payment.

The contract allows for two additional one (1) years extension upon mutual agreement.

The FY 2018/19 budget does not include funds to specifically pay for these broker services. However, staff anticipates that lower premiums resulting from broker generated competitive quotations and underwriting knowledge will offset the broker fee.

ALTERNATIVES:

1. Award a contract to KTA, LLC d/b/a Knapp Tedesco Insurance, Ames, Iowa for broker services for the City's Liability Insurance Brokerage Services for a three year term in the amount of \$111,000.
2. Direct staff to negotiate a liability brokerage agreement with one of the other brokers included in the proposal process described.
3. Reject all proposals and continue the current program of purchasing liability coverage from the Iowa Communities Assurance Pool without the benefit of a broker.

CITY MANAGER'S RECOMMENDED ACTION:

The proposal process outlined above brought to light some advantages of why a liability insurance broker will benefit the City. First, it will improve access to the insurance marketplace where most insurers are accessible only through brokers. Second, they will provide expertise on determining the best liability program based on the City's needs. Finally, the City will have consultation on reducing the overall risk to the City's liability exposures from the City's point of view, and not just from the insurer's.

KTA, LLC has a very strong brokerage team and brings superior knowledge of the City's programs. The evaluation team also felt that KTA, LLC would achieve the greatest success marketing the City to prospective insurers should we chose to leave ICAP.

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

COUNCIL ACTION FORM

SUBJECT: REQUEST FOR SUPPORT FOR MAIN STREET CULTURAL DISTRICT PARTICIPATION IN MAIN STREET IOWA PROGRAM

BACKGROUND:

In 2009, Main Street Iowa, a program of the Iowa Economic Development Authority, approved an application from the Main Street Cultural District (MSCD) to become a Main Street Iowa Community. Main Street Iowa provides training, technical support, and financial resources to participating Main Street Iowa communities. A program agreement between MSCD, the Iowa Economic Development Authority, and the City outlines the responsibilities of each party for MSCD to continue receiving this support.

The current program agreement is set to expire on June 30, 2018. A new agreement has been submitted for the City Council to consider. The proposed agreement would be in effect through December 31, 2019.

As with prior versions of this agreement adopted by the City, the City's responsibilities include adopting a resolution of support for the MSCD, which stipulates the source of financial support, a commitment to appoint a City official to the MSCD board, and a commitment that the local program will follow the approach outlined by Main Street Iowa.

The City Council has provided support for the Main Street Cultural District on an annual basis. Although this agreement requires a commitment of financial support for the Main Street Cultural District, the City Council ultimately determines its financial support of the program on the basis of the activities proposed by MSCD during each budget process.

The revised agreement contains new provisions that obligate the City to support the revitalization of Main Street through the creation of tools and resources (such as development incentives or policies that support the district). City staff believes the existing façade grant program supports this obligation.

Additionally, the City is now obligated to support providing professional support and competitive pay and benefits for MSCD's executive director position. It is City staff's belief that since the City contracts for services with MSCD, MSCD should be spreading its overhead costs (including compensation for the Director's time) across the different programs the City is asked to annually fund. Therefore, the City is only indirectly responsible for the Executive Director compensation.

Finally, the Agreement now specifically calls for the City to appoint a representative to the MSCD board. This has been a practice of the City for several years, but has not been formalized in this agreement. A Planning and Housing Department staff member has been the representative to the Board for some time.

The program agreement contains other changes compared to the current version, although City staff does not view them to be significant.

ALTERNATIVES:

1. Approve the Program Agreement and adopt a resolution of support for the Main Street Cultural District.
2. Do not approve the Program Agreement or resolution of support.

MANAGER'S RECOMMENDED ACTION:

The Main Street Cultural District receives critical support from the Main Street Iowa program. This support facilitates the events, activities, promotions, beautification projects, and grant opportunities in which the Main Street Cultural District participates. Although the resolution and program agreement require a financial commitment to the Main Street Cultural District on behalf of the City, the City Council is free to determine the level of support on the basis of the services Main Street Cultural District proposes to provide.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the Program Agreement and adopting a resolution of support for the Main Street Cultural District.

RESOLUTION NO. ____

**RESOLUTION APPROVING PROGRAM AGREEMENT
FOR MAIN STREET IOWA
FOR THE CITY OF AMES, IOWA**

WHEREAS, since 2008, an Agreement has existed between the Main Street Cultural District (MSCD), the City of Ames, Iowa, and the Iowa Economic Development Authority for the purpose of continuing the Main Street Iowa program in the City of Ames, Iowa; and,

WHEREAS, this Agreement is pursuant to contractual agreements between Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated project area of Ames, Iowa; and,

WHEREAS, the City Council of the City of Ames, Iowa endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ames, Iowa, meeting in regular session on _____, that the City of Ames, Iowa hereby agrees to support both financially and philosophically the work of the Main Street Cultural District, designates the Main Street Board to supervise the Executive Director and commits to appoint a City official to represent the City on the local Main Street Board. The source of funds to support the Main Street Cultural District will be as designated by the City Council, and has historically been the Local Option Sales Tax Fund.

ADOPTED THIS ____ day of _____, 2018.

Main Street Iowa Program Agreement

Agreement Number: PS2019 -G300-01

Effective Dates: July 1, 2018 – December 31, 2019

Agreement between the Iowa Economic Development Authority, the City of Ames, and Ames Chamber of Commerce / DBA Main Street Cultural District for the purpose of continuing the Main Street Program in Ames.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Ames herein referred to as the "City", and Ames Chamber of Commerce / DBA Main Street Cultural District herein referred to as the Local Main Street Program".

WHEREAS, The City and Local Main Street Program established a partnership with IEDA in 2009 and desires that the program continue; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Local Main Street Program agrees to:

1. Maintain the local program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
2. Employ a paid part-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. The Local Main Street Program and City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible. A copy of which is to be provided to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide Main Street Iowa electronic (via email, web cloud, etc.) examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve Main Street America National Accreditation at a minimum once every two years. Not achieving Main Street America accreditation at a minimum once every two years will result in termination of this agreement and loss of recognition as a Main Street Program. Details of Main Street America National Accreditation Standards of Performance can be found on the Main Street America website: www.mainstreet.org
9. Participate, as required by Main Street Iowa, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America accreditation, the Local Main Street Program

must have representation at both days, in their entirety, of the three (3) training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired Executive Director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.

10. Work with the City to pass a Resolution of Support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue Main Street district revitalization following the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa.
12. Maintain a “Designated Main Street Network” membership with Main Street America.
13. Use the words “Main Street” when referring to and marketing the local program, either as an official part of the organization’s name or as a tagline such as... “A Main Street Iowa Program”. As a designated Main Street Iowa community, the Local Main Street Program is required to include the Main Street America and the Main Street Iowa logos on local program communication materials.
14. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
15. Submit with this signed Program Agreement, one (1) copy the City’s Resolution of Support, one (1) copy of the Local Main Street Program Board of Director’s Resolution of Support, (1) copy of the Executive Director’s current job description, and one (1) completed W-9 of the Local Main Street Program.
16. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
17. Remain in compliance with the requirements of Main Street Iowa as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:
 - a. The Local Main Street Program and City will be notified of non-compliance with an “Initial Warning” and given a 90-day probationary period in which to return to compliance. The Initial Warning will include a summary of non-compliant items and provide guidance on how to resolve the issues. During this probationary period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended, including eligibility for Main Street Iowa grant applications, awards nominations, and onsite technical assistance. The Local Main Street Program will be reevaluated by Main Street Iowa 90 days following the Initial Warning.
 - b. If the Local Main Street Program has failed to return to compliance as noted in the initial warning, Main Street Iowa may issue a Final Warning and given a second 90-day probationary period in which to return to compliance.
 - c. If the Local Main Street Program is not in compliance within 90 days after the Final Warning, Main Street Iowa may terminate this agreement with the local program. Notice of official termination will be made by a letter of notification from IEDA to the Local Main Street Program, City, and Main Street America. Termination of this agreement will result in the loss of recognition as a Main Street Iowa Program and discontinuation all Main Street Iowa services, activities provided in this agreement, and will cease using the trademarked brand “Main Street” and/or “Main Street Program” in its name or as part of its organization’s identity. Once this agreement is terminated, the community must reapply for Main Street Iowa designation before it can receive Main Street Iowa program services.

SECTION II. The CITY agrees to:

1. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
2. Invest financially into the operation of the Local Main Street Program.
3. Pass a Resolution to demonstrate the City's support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa for local Main Street district revitalization efforts.
4. Support the revitalization of the Main Street district through creation of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
5. Support the Local Main Street Program in the completion of the annual Main Street America Accreditation process and compliance with this agreement.

SECTION III. The IEDA agrees to:

1. Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to handle communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
3. Coordinate at least three (3) statewide training sessions annually for the Local Main Street Program and City based on the combined needs of all Iowa Main Street Communities.
4. Conduct at least three one-day Main Street orientations for all new Executive Directors, board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
5. Conduct an on-site partnership visit at least once every two years.
6. Provide continuing advice and information to the Local Main Street Program and City.
7. Include the Local Main Street Program and City in the Main Street Iowa network.
8. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program and City with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
9. Offer additional optional, regionally hosted trainings throughout the year.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of eighteen months, beginning July 1, 2018, and ending December 31, 2019. It may be extended or revised by a written amendment signed by all three parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.

3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
4. Any one party may terminate this agreement without cause after 30 days written notice to the other two parties.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the Local Main Street Program and City and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____
(Mayor *Signature*) (Date)

(Mayor *Printed Name*) Ames, Iowa
(City)

BY: _____
(Board President *Signature*) (Date)

(Board President *Printed Name*) Ames Chamber of Commerce /
DBA Main Street Cultural District
(Local Main Street Program)

BY: _____
Deborah V. Durham, Director
Iowa Economic Development Authority (Date)

ITEM #: 20
DATE: 06/12/18

COUNCIL ACTION FORM

SUBJECT: NEIGHBORHOOD IMPROVEMENT PROJECT GRANT FOR FY 2017/18

BACKGROUND:

The City Council has appropriated Local Option Sales Tax funds to finance the Neighborhood Improvement Program (NIP). This year, \$50,000 was approved for neighborhood programs, with \$25,000 earmarked for the NIP and the remaining \$25,000 allocated for a broader array of neighborhood projects.

As you will recall, there are two main goals of the NIP: (1) to strengthen a neighborhood's appearance with the addition of permanent physical improvements, and (2) to promote a greater sense of community through resident participation in a neighborhood project.

Each project application is rated on the following 100-point system. A project must achieve at least 50 points to be considered:

Resident Involvement (30 points maximum):*

...the number of residents donating their time and/or labor to accomplish the project

...the number of residents donating funds to the project

*10 points 1-25 people; 20 points 26-50 people; 30 points over 50 people

Project Impact (30 points maximum):**

...the number of residents who will be positively affected by the improvement

**10 points 1-25 people; 20 points 26-100 people; 30 points over 100 people

Safety (10 points maximum):

...enhancement of safety in the neighborhood

Public Space (10 points maximum):

...promotion of social interaction by utilizing public space

Improved Housing (10 points maximum)

Environment (10 points maximum):

...support for the environment

An application has been received from the Friends of Roosevelt Park for a Neighborhood Improvement Project Grant. This is the only application received for FY 2017/18. The Review Panel, comprised of City staff members and two citizens, scored the application and unanimously recommended that the project be approved for funding. In addition, the City's Parks and Recreation Department has been involved in the planning and approve of this addition to Roosevelt Park.

The Neighborhood Improvement Project Review Panel is requesting approval by the City Council of the following project:

The Friends of Roosevelt Park proposes to install two permanent outdoor ping pong tables in Roosevelt Park. The tables will be constructed of concrete and sit on a concrete base. Two benches to be located near the tables have also been requested. Roosevelt Park attracts visitors from all over town for the playground and Summer Concert Series. The Friends group believes that the installation of the only year-round ping pong tables in the City will attract even more visitors/users from all over the City.

The total cost of the project is \$11,900. Requested City funding is \$4,000. The neighborhood residents are providing \$7,900 in cash contributions and in-kind donations and labor.

ALTERNATIVES:

1. The City Council can approve the expenditure of \$4,000 to fund the NIP grant project for the Friends of Roosevelt Park to purchase and install two permanent outdoor ping pong tables and two benches in Roosevelt Park.
2. The City Council can reject any or all of the projects for funding at this time.

MANAGER'S RECOMMENDED ACTION:

Supporting projects that strengthen neighborhoods is in keeping with one of the City Council's goals. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving a Neighborhood Improvement Program grant for the Friends of Roosevelt Park.

COUNCIL ACTION FORM

SUBJECT: CERTIFICATION OF LOCAL GOVERNMENT APPROVAL ON BEHALF OF LOCAL NONPROFIT ORGANIZATIONS APPLYING FOR EMERGENCY SHELTER GRANT (ESG) FUNDS

BACKGROUND:

In order for three local non-profit agencies, Youth and Shelter Services (YSS), Emergency Residence Project (ERP), and the Assault Care Center Extending Shelter and Support (ACCESS), to apply for funding under the Federal Emergency Shelter Grant (ESG) Program, they are required to submit a "Certification of Local Government Approval" from the City of Ames. If they are awarded funding through this program, the certification allows these non-profit agencies to receive these federal funds directly through the State of Iowa's Iowa Finance Authority (IFA).

Additionally, these certifications confirm that the local government elects for IFA to administer these grant funds on behalf of the non-profit organizations for the calendar year beginning January 1, 2019.

The attached "Certifications of Local Government Approval" for all three agencies must be submitted with their applications to IFA on or before July 21, 2018.

ALTERNATIVES:

1. The City Council can authorize the Mayor to sign the Certifications of Local Government Approval on behalf of YSS, ERP & ACCESS.
2. The City Council can choose to not authorize the Mayor to sign the Certifications of Local Government Approval on behalf of YSS, ERP & ACCESS

CITY MANAGER'S RECOMMENDED ACTION:

Receiving ESG grant funds administered through the Iowa Finance Authority is very important in helping these agencies provide much needed services for homeless youth and for homeless families with children in our community.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1. This action will authorize the Mayor to sign the Certifications of Local Government Approval for the Iowa Finance Authority to administer the ESG program on behalf of YSS, ERP & ACCESS, if they are awarded the grant funding.



CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

**FOR NONPROFIT ORGANIZATIONS RECEIVING IOWA
STATEWIDE EMERGENCY SOLUTIONS GRANT (ESG) FUNDS
FOR SHELTER**

ESG Nonprofit Recipient:	Youth and Shelter Services, Inc.
ESG Shelter Project:	Boone County TLP, Marshall County TLP, Story County TLP, Iowa Homeless Youth Centers (Polk County) TLP, Iowa Homeless Youth Opportunity Center (Polk County), Street Outreach, Francis Lauer/YSS (Cerro Gordo County).
Unit of General Purpose Local Government for the geographic area served (city or county):	City of Ames, Iowa
Project Description (2-3 sentences):	Project services homeless youth ages 16-21 and pregnant or parenting women up to age 25 and their children in transitional living programs located in Boone, Marshall, Polk, and Story counties. Street Outreach and the Youth Opportunity Center in Polk County provides emergency beds and services to homeless transitional aged youth (16-21). Shelter is also provided by Francis Lauer/YSS in Cerro Gordo County.

I certify that I am duly authorized to act on behalf of the unit of general purpose local government named above, and that I hereby approve* of this project.

By: _____
Signature

Date

Printed Name and Title of Signatory Local Official

* This approval is made to carry out 24 CFR Part 576.202(a), which states the following:

“...The recipient must subgrant the remaining funds in its fiscal year grant to:

- (1) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or
- (2) Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out.”

Iowa Statewide ESG Policy: This certification is required at least once every two years.



CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

FOR NONPROFIT ORGANIZATIONS RECEIVING IOWA STATEWIDE EMERGENCY SOLUTIONS GRANT (ESG) FUNDS FOR SHELTER

ESG Nonprofit Recipient:	Emergency Residence Project (ERP)
ESG Shelter Project:	Emergency Residence Project (ERP)
Unit of General Purpose Local Government for the geographic area served (city or county):	City of Ames, IA
Project Description (2-3 sentences):	ERP provides shelter in single-site shelter and motel vouchering. ERP also provides rapid rehousing, transitional housing, and homeless prevention assistance.

I certify that I am duly authorized to act on behalf of the unit of general purpose local government named above, and that I hereby approve* of this project.

By: _____
Signature Date

Printed Name and Title of Signatory Local Official

* This approval is made to carry out 24 CFR Part 576.202(a), which states the following:

“...The recipient must subgrant the remaining funds in its fiscal year grant to:

(3) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or

(4) Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out.”

Iowa Statewide ESG Policy: This certification is required at least once every two years.



CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

**FOR NONPROFIT ORGANIZATIONS RECEIVING IOWA
STATEWIDE EMERGENCY SOLUTIONS GRANT (ESG) FUNDS
FOR SHELTER**

ESG Nonprofit Recipient:	ACCESS- Assault Care Center Extending Shelter and Support
ESG Shelter Project:	ACCESS Shelter/Emergency Housing Program
Unit of General Purpose Local Government for the geographic area served (city or county):	City of Ames, Iowa
Project Description (2-3 sentences):	ACCESS provides 14-16 beds of shelter through a scattered site model within the City of Ames. Additionally, ACCESS compliments shelter with Rapid-Rehousing, homeless prevention, housing advocacy, and essential community based support services.

I certify that I am duly authorized to act on behalf of the unit of general purpose local government named above, and that I hereby approve* of this project.

By: _____
Signature Date

Printed Name and Title of Signatory Local Official

* This approval is made to carry out 24 CFR Part 576.202(a), which states the following: "...The recipient must subgrant the remaining funds in its fiscal year grant to:

- (5) Units of general purpose local government in the State, which may include metropolitan cities and urban counties that receive ESG funds directly from HUD; or
- (6) Private nonprofit organizations, provided that for emergency shelter activities the recipient obtains a certification of approval from the unit of general purpose local government for the geographic area in which those activities are to be carried out."

Iowa Statewide ESG Policy: This certification is required at the earlier of: 1) at least once every two years; or 2) when a new contract is received, and the administration has changed for the applicable unit of general purpose local government.

COUNCIL ACTION FORM

SUBJECT: **AWARD CONTRACT FOR DESIGN AND ENGINEERING SERVICES
FOR THE HOMEWOOD GOLF COURSE CLUBHOUSE PROJECT**

BACKGROUND:

This project is to replace the clubhouse at Homewood Golf Course, 401 E. 20th St. to provide a year round facility that will include pro shop amenities, indoor restroom facilities, cart storage, and public meeting/event space for approximately 100 people as well as ensuring it is accessible by all.

The current clubhouse is a house given to the City by Mary Greeley Medical Center and moved to its current location in the late 1960's. The clubhouse is past its useful life and long term repairs have become cost prohibitive. The FY 2017/18 Capital Improvements Plan (CIP) includes \$50,000 for Design and Engineering Services and a Request for Proposal (RFP) was sent to prospective consultants earlier this spring. Design services outlined in the RFP include pros and cons of clubhouse locations, development of a site plan, specifications for demolition, develop plans and written specifications for a new clubhouse, and construction administration. Five firms submitted proposals for the project. Staff evaluated the proposals using the following criteria: Project Understanding, Experience and Qualifications, References, and the overall Cost to complete the project scope. The firms that submitted proposals including their fees and score are listed below.

Homewood Golf Course Clubhouse Project

Firm	Cost of Services	Score
Design Alliance, Inc., Waukee, IA	\$50,000	432.00
RMH Architects Ames, IA	\$53,500	425.66
Haila A S P Ames, IA	\$55,000	411.72
Studio Melee, Des Moines, IA	\$76,875	387.89
Vermillion Design Group, Ankeny, IA	\$50,000	347.35

Based on the evaluation of each proposal from staff, Design Alliance scored the highest. After initial conversations with Design Alliance, Inc. reimbursable costs are not included as part of base services. Design Alliance, Inc. estimates reimbursable

costs to not exceed \$1,500. The FY 2018/19 CIP includes \$750,000 for the construction of a new clubhouse. The additional \$1,500 for reimbursable costs will be covered through the \$750,000. The goal is to have the facility operational in 2019.

ALTERNATIVES:

1. Award the Design and Engineering Services for the Homewood Golf Course Clubhouse Project to Design Alliance, Waukegan, IL for \$50,000.
2. Award the contract to one of the other bidders.
3. Accept the report but do not award a contract at this time.
4. Reject all bids

CITY MANAGER'S RECOMMENDED ACTION:

The proposed project will replace the clubhouse that is currently located at Homewood Golf Course. Based on the evaluation of proposals, Design Alliance Inc. will be able to provide the Design and Engineering Services needed for a facility that can be used year round and a space the public can be proud of for many years.

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

COUNCIL ACTION FORM

SUBJECT: POWER PLANT MOTOR REPAIR CONTRACT

BACKGROUND:

On April 10, 2018, City Council approved preliminary plans and specifications for the Motor Repair Contract for the City's Power Plant. The City's Power Plant has two natural gas-fired, high-pressure steam turbine electric generating units which are referred to as Units No. 7 and 8. These units require regular professional maintenance and repair. This consists of regularly planned repairs and services during scheduled outages, as well as emergency service. The repair of these generating units requires professional trade crafts such as boilermakers, electricians/control technicians, steam/pipe fitters, and millwrights, to list a few. The units operate under environmental conditions with high heat and high pressure.

Due to these operational conditions, numerous motors are necessary to safely and reliably operate the Power Plant. All of this equipment must be professionally maintained, serviced, adjusted, repaired, and rebuilt. Rather than bid and get prices for this work multiple times per year with the inconsistency of work and quality as different vendors participate, this work is outsourced on an annual renewable contract basis.

This contract is to provide motor maintenance services for the period from July 1, 2018 through June 30, 2019. The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms.

Bid documents were issued to nine companies and four plan rooms. The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage and a Legal Notice was published on the websites of a contractor plan room service with statewide circulation and the Iowa League of Cities.

On May 10, 2018, two bids with were received as shown on the attached report.

The attached Base Case Scenario shows a cost evaluation based on a 150 hours of straight time in shop motor repairs.

Based on the results of the Base Case Scenario, the bid submitted by Electrical Engineering and Equipment Co., Windsor Heights, IA, is the lowest cost.

Having a Motor Repair Contract reduces the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled

outage. City staff will save considerable time obtaining quotes, evaluating proposals, and preparing specifications and other procurement documentation.

The approved FY2018/19 Power Plant operating budget includes \$90,000 for this contract. Payments would be calculated on unit prices bid and actual work performed, up to the available budget amount.

ALTERNATIVES:

1. Award the contract for the Motor Repair Contract to Electrical Engineering and Equipment Co., Windsor Heights, IA, for hourly rates and unit prices bid, in an amount not-to-exceed \$90,000. This contract shall be from July 1, 2018 through June 30, 2019. The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms at stated rates.
2. Award contract to another bidder.
3. Reject the bids received and purchase motor maintenance services on an as-needed basis.

MANAGER'S RECOMMENDED ACTION:

This contract is necessary to properly maintain motors and to carry out emergency and scheduled repairs resulting from equipment failures. This contract should achieve a consistent, high quality diagnosis, repair and/or overhaul of a motor, and to return it to good operating condition with a minimum of delay and cost.

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



2018-144 Motor Repair Contract for Power Plant Base Case Scenario

150 hours of inshop staight time motor repairs

Electrical Engineering and Equipment Co. Windsor Heights, IA		Hupp Electric Motors Marion, IA	
IN SHOP S.T.	\$74.25	SUPERVISOR (ST)	\$75.00
hours	150	hours	150
TOTAL	\$11,137.50	TOTAL	\$11,250.00



2018-144 Motor Repair Contract for Power Plant Bid Summary

Electrical Engineering and Equipment Co. Windsor Heights, IA		Hupp Electric Motors Marion, IA	
IN SHOP S.T.	\$74.25	SUPERVISOR (ST)	\$75.00
IN SHOP O.T.	\$111.60	SUPERVISOR (OT)	\$112.50
IN SHOP D.T	\$148.50	SUPERVISOR (DT)	\$150.00
INSHOP SOLID STATE REPAIR	\$93.50	FOREMAN (ST)	\$75.00
IN SHOP BALANCING, first hour	\$128.70	FOREMAN (OT)	\$112.50
IN SHOP PRESSWORK	\$93.50	FOREMAN (DT)	\$150.00
OUTSIDE S.T.	\$93.50	TECHNICIAN (ST)	\$75.00
OUTSIDE O.T.	\$146.63	TECHNICIAN (OT)	\$112.50
OUTSIDE D.T.	\$195.50	TECHNICIAN (DT)	\$150.00
ON SITE SOLID STATE REPAIR, TROUBLE SHOOTING, PM'S	\$93.50		
OT	\$146.63		
DT	\$195.50		
ON SITE VIBRATION ANALYSIS AND BALANCING	\$93.50	TRAVEL & SUBSISTENCE	
OT	\$146.63	SUPERVISOR	\$55.00 per day
DT	\$195.50	CRAFT	\$55.00 per day
Mileage	\$0.98 / mile		
CRAFT TRAVEL	\$91.59	SUPERVISOR TRAVEL	\$50.00 per hour
MATERIAL COSTS:	Cost Plus 20%	MATERIAL COSTS:	Cost Plus 15%
Proposed Price Increase for Renewal Periods:			
Labor Rates:	1.5% per year	Labor Rates:	1% per year
Travel & Subsistence:	1% per year	Travel & Subsistence:	1% per year
* All labor rates listed above are per hour			

COUNCIL ACTION FORM

SUBJECT: **AWARD OF CONTRACT FOR TOP-O-HOLLOW SUBSTATION
EQUIPMENT COMMISSIONING**

BACKGROUND:

This project will convert the existing single underground 69kV transmission tap connection at the Top-O-Hollow substation to a more reliable dual-source transmission connection, including the necessary relaying and breakers for high-speed line and transformer protection. The scope of this project includes the replacement and expansion of the existing 13.8kV metalclad switchgear to provide the addition of a main breaker and replacement of obsolete airblast breakers and electromechanical relays with vacuum-interrupter breakers, microprocessor-based relaying equipment, the addition of 69kV line breakers and the addition of a 13.8kV Capacitor Bank for power factor correction.

This contract will supply the testing services needed to commission the new electrical substation facilities installed as a part of this project. This includes testing of all 69kV switches, instrument transformers, power transformer as well as breakers and relays within the substation.

On May 8, 2018, a request for proposal (RFP) document was issued to nine firms for proposals. The RFP was advertised on the Current Bid Opportunities section of the Purchasing webpage and was also sent to two plan rooms. On May 25, 2018, staff received competitive proposals from two firms.

These proposals were then evaluated by a staff committee for evaluation. The committee members independently evaluated and scored all three proposals based on price, offeror's technical proposal and references.

Based on the matrix, the averaged scores were as follows:

OFFERORS	AVERAGE SCORE	PRICE
L & S Electric Inc., Coon Rapids, MN	967	\$76,169
Shermco Industries Inc., Des Moines, IA	610	\$87,632

Each score was based on a scale of 1 to 10. Overall, 1,000 possible points were available cumulatively for each company that responded.

Based on the average scores and a unanimous decision by the evaluation committee, it is recommended that this contract be awarded to L & S Electric Inc.,

Coon Rapids, MN, for \$76,169.00. There was no specific engineer's estimate on this portion of the project.

The approved FY 2017/18 CIP for Electric Services includes \$1,950,000 for the Top-O-Hollow Substation Expansion and Breaker Addition project. Iowa State University's (ISU) will also provide funding for this project. ISU's share of the project is based on a load-ratio-share of the 69kV portion of this project at the time of implementation. For budgetary purposes, staff is assuming the ISU load ratio share to be 7% of the total project cost.

Originally this project was budgeted to provide overhead transmission lines from the substation. After review of the location, discussions with neighboring residents, and for increased reliability, staff determined that the lines leaving the substation should be installed underground. Underground lines will allow the substation design to be more compact and eliminate the need to build a storm water retention pond on the site.

To cover the new engineer's estimate including the underground connection, unspent funds from three other current or recent CIP projects were moved to this project. These include \$800,000 from Transmission Reconstruction, \$331,652 from 69kV Switchyard Relay, and \$271,843 from Street Lights, for a total of \$1,404,495, bringing the total amount of funding available for the project to be \$3,353,495. These funding transfers were approved by Council in May.

A breakdown of the budget as well as contracts awards to date is attached.

ALTERNATIVES:

1. Award a contract to L & S Electric, Inc., Coon Rapids, MN, for the Top-O-Hollow Substation Equipment Commissioning in the amount of \$76,169.
2. Award a contract to the other bidder.
3. Reject all proposals and direct staff to re-issue the RFP.

MANAGER'S RECOMMENDED ACTION:

This project will improve reliability of the 69kV transmission system, improve service to the customers served by this substation, improve worker safety, and provide improved protection to electrical assets from fault damage. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

To date the Top-O-Hollow CIP project budget has the following items encumbered:

\$1,950,000	FY 2017/18 CIP amount budgeted for construction
<u>\$1,403,495</u>	Additional funds transferred from budgeted CIP funds for 69kV
\$3,353,495	Transmission Reconstruction (\$800,000), Street Light (\$271,843) and 69kV Switchyard Relay & Controls (\$331,652.00)
	<u>H K Scholz</u>
\$599,231	Switchgear and Control Panels
	<u>RESCO</u>
\$37,012.26	69kV Switches
\$27,895.27	Instrument Transformers
\$10,884.30	69kV Lightning Arrestors
	<u>Kriz-Davis Co. – BSE</u>
\$42,003.18	Steel Structures
	<u>Siemens Industry, Inc</u>
\$75,221	(2) 69kV Breakers
	<u>Controllix Corporation</u>
\$104,748.35	(1) 13.8kV Cap Bank
	<u>Primoris Aevenia, Inc.</u>
\$1,511,291.16	Construction
	<u>L & S Electric, Inc.</u>
\$76,169	Equipment Commissioning (pending Council award for this agenda item)
	<u>To Be Determined</u>
<u>\$350,000</u>	*Estimated cost of Installation Services for 69kV UG Power Cable (on this same agenda for approval of plans & specs)
\$2,834,455.52	Costs committed to date for project
\$519,039.48	Remaining Project Balance for the CIP Project.

COUNCIL ACTION FORM

SUBJECT: **CONTRACT RENEWAL FOR NON-ASBESTOS INSULATION AND
RELATED SERVICES AND SUPPLY CONTRACT FOR POWER
PLANT**

BACKGROUND:

This contract involves the removal, repair, and reinstallation of non-asbestos insulation of all types used at the City's Power Plant.

On January 13, 2015, City Council awarded a contract to Total Insulation Mechanical, Inc., Ames, IA, for the Non-Asbestos Insulation and Related Services and Supplies Contract Power Plant to be furnished as requested from award date through June 30, 2015. The contract was in an amount not-to-exceed \$90,000. The initial contract period was shortened to enable future renewals to coincide with the City's fiscal year.

The contract has the option for the City to renew in one-year increments for up to four additional years. The rates for FY 2018/19 remain unchanged from the current year. Staff recommends renewing the agreement for FY 2018/19. **This is the fourth renewal out of four maximum. The rates which will be charged by Total Insulation Mechanical, Inc will be unchanged for this fourth renewal.**

Staff recommends that these services continue to be outsourced on an annual renewable contract basis. The benefits of having a contract for these services in place include the following:

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.
- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.
- 4) Saved City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.

The approved FY2018/19 Power Plant operating budget includes \$80,000 for these services. Invoices will be based on contract rates for time and materials for services actually received.

ALTERNATIVES:

1. Approve the contract renewal with Total Insulation Mechanical, Inc., Ames, IA, for the Non-Asbestos Insulation and Related Services and Supplies Contract for the one-year period from July 1, 2018, through June 30, 2019, and approve contract and bond. Total work in FY 2018/19 shall be an amount not-to-exceed \$80,000.
2. Do not renew the agreement and instruct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

This contract is needed to carry out emergency and routine non-asbestos insulation services at the Power Plant. The contract will establish rates for service and provide for guaranteed availability, thereby setting in place known rates for service. Funds will be expended only as work is required and in accordance with approved invoices.

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

COUNCIL ACTION FORM

SUBJECT: ELECTRIC SERVICES FUEL SUPPLY CONTRACT RENEWAL

BACKGROUND:

This contract is for the purchase of #2 ultra low sulfur diesel fuel for Electric Services. The utility has a 250,000-gallon main fuel tank located at the Dayton Substation to fuel the two GT (gas-turbine) units. The Utility's two gas-turbines could burn 250,000 gallons of fuel in a 60 hour time period, requiring larger refill volumes and quick refills should an emergency dictate that they stay on-line.

The scope of work for this contract includes supplying fuel to gas turbines units as needed. Suppliers were asked to provide pricing based in the form of a markup or deduct to the daily-published "rack" average fuel price at the Des Moines, Iowa, terminal for stated products.

On May 24, 2016, Council awarded a contract for supplying #2 ultra low sulfur diesel to the City's Power Plant to Keck Energy, Des Moines, IA, at (-\$0.0061) deduct off of rack fuel price in an amount not-to-exceed \$300,000. The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms.

Staff recommends renewing the agreement for FY 2018/19. **This is the second renewal out of four maximum. Council should note that actual cost invoices will be based on the amount of fuel purchased and the price of the fuel at the time of purchase minus the (-\$0.0061) deduct. The (-\$0.0061) deduct is unchanged from the previous contract term.**

The goal of the contract is to create efficiency and flexibility in the purchase of a valuable commodity, ensuring that the City is able to use opportunity purchasing and to lock in performance criteria for the suppliers.

The approved FY 2018/19 operating budget includes \$150,000 for this fuel purchase.

ALTERNATIVES:

1. Approve the contract renewal with Keck Energy, Des Moines, IA, to supply #2 ultra low sulfur diesel to the City's Power Plant, for the period from July 1, 2018 through June 30, 2019, in an amount not-to-exceed \$150,000. Under this renewal, there is no change from the previous year to the Keck Energy (-\$0.0061) deduct off of rack fuel price.

2. Do not renew the agreement and instruct staff to seek new competitive proposals.

MANAGER'S RECOMMENDED ACTION:

This contract renewal will continue to offer the City the ability to have flexibility in fuel purchasing and to maintain standards of performance for fuel content and fuel delivery at the same deduct price as the current year.

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

COUNCIL ACTION FORM

SUBJECT: **ASBESTOS MAINTENANCE SERVICES FOR POWER PLANT –
CONTRACT RENEWAL**

BACKGROUND:

This contract involves the removal and proper disposal of asbestos insulation at the City's Power Plant, including Units 5 and 6 (both retired) and operating Units 7 and 8. The two retired units and Unit 7 are primarily insulated with asbestos type insulation. Unit 8 is considered "asbestos free" excluding some gasket material and steam pipe insulation around the turbine. In addition, other equipment and piping located in the Power Plant has been insulated with asbestos type insulation.

The Power Plant benefits from having a service contract with a company that provides both routine and emergency asbestos remediation services. These services include removal and disposal of asbestos containing insulation, as well as the remediation/encapsulation of identified areas or areas where an encapsulated surface is damaged. Asbestos must be removed and disposed of per State and Federal regulations before retired equipment can be physically removed. In addition, asbestos should be removed or encapsulated in areas where employees will be working.

On May 13, 2014, the City Council awarded a contract to ESA, Inc., N. Sioux City, SD, for this asbestos maintenance services contract. These services were to be furnished as requested from July 1, 2014, through June 30, 2015, in an amount not-to-exceed \$75,000.

The approved contract included the option for the City to renew in one-year increments for up to four additional years. Staff recommends renewing the agreement for FY 2018/19. The contract's rate provision increases rates at fixed percentages above the previous fiscal year's contracted rates at time of renewal. The annual rate increase is 2% for both Labor and Travel & Subsistence. **This is the fourth renewal out of four maximum.**

It is advisable to continue to outsource these services on an annual renewable contract basis. The benefits of such a contract include the following:

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.
- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.
- 4) Saved City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.

The approved FY 2018/19 Power Plant operating budget includes \$80,000 for asbestos removal. Invoices will be based on contract rates for time and materials for services actually received.

ALTERNATIVES:

1. Approve the contract renewal with ESA, Inc., North Sioux City, SD, for the asbestos maintenance services contract for the City's Power Plant for the one-year period from July 1, 2018, through June 30, 2019; and approve the company's contract and bond. Total work in FY 2018/19 shall be an amount not to exceed \$80,000.
2. Do not renew the agreement and direct staff to seek new competitive bids.

MANAGER'S RECOMMENDED ACTION:

Asbestos removal and encapsulation is an on-going effort, since most of the old equipment at the Power Plant was insulated with asbestos. This contract establishes rates for service and provides for guaranteed availability, thereby setting in place known timing and rates. Funds will be expended only as work is required and in accordance with approved invoices.

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

COUNCIL ACTION FORM

**SUBJECT: PROFESSIONAL SERVICES FOR POWER PLANT FIRE RISK
MITIGATION**

BACKGROUND:

This contract allows the Power Plant to engage an engineering firm with fire protection expertise, or alternately a fire protection firm, to act as the Owner's Engineer/ Designer/Representative for various fire risk mitigation studies, for the preparation of specific fire system and installation design and specifications, and for fire system installation management, inspection and testing.

The scope of work requires the engineering firm to (1) be the engineer for the areas listed above, (2) develop plans and specifications, (3) provide detailed cost estimates, (4) provide lists of potential bidders, (5) evaluate contractors, (6) carry out contract management, and (7) perform field installation administration as needed, required, and requested for each project. **The selected engineering firm is not allowed to bid on any part of the actual fire protection system installation.**

On June 13, 2017, City Council awarded a contract to Burns & McDonnell, Chesterfield, MO, for the Professional Services for Fire Risk Mitigation contract in a not-to-exceed amount of \$50,000. Included in the original contract were terms for up to four additional one-year terms. **This is the first renewal out of four maximum.**

Staff believes that in order to accomplish the needed protection in the most economical way possible, the assistance of a specialized engineering firm is needed to prioritize and establish a sensible path to react to individual recommendations of our insurance carrier. Funding is available from the 2018/19 Capital Improvements Plan in the Power Plant Fire Protection System Project.

ALTERNATIVES:

1. Approve the contract renewal with Burns & McDonnell, Chesterfield, MO, for the Professional Services for Power Plant Fire Risk Mitigation contract for the one-year period from July 1, 2018 through June 30, 2019 in an amount not-to-exceed \$50,000.
2. Do not renew the agreement and instruct staff to seek new competitive proposals.

MANAGER'S RECOMMENDED ACTION:

This work is needed for fire risk mitigation (fire detection, alarm, & suppression) to protect critical plant equipment. If not done, a loss event resulting from a fire could be catastrophic because electricity production could stop. It is cost-effective for the Power Plant to have a company under contract to provide these services because of their specialized knowledge of current National Fire Protection Association (NFPA) code requirements and of mitigation equipment currently utilized in this industry.

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

COUNCIL ACTION FORM

SUBJECT: POWER PLANT SPECIALIZED WET DRY VACUUM, HYDRO BLAST, AND RELATED CLEANING SERVICES CONTRACT

BACKGROUND:

On April 10, 2018, City Council approved preliminary plans and specifications for Specialized Wet Dry Vacuum, Hydro Blast, and Related Cleaning Services Contract. The Power Plant's two gas-fired, high-pressure steam generation units are referred to as Units No. 7 and 8. These units require regular professional maintenance and repair. This consists of emergency service, as well as regularly scheduled planned repairs and services during scheduled outages. The cleaning and special preparation of the boiler surfaces on these generation units requires professional tradecrafts and maintenance experts. Both units operate under environmental conditions with high heat and high pressure, resulting in slag and other industrial debris coating the boiler and other plant equipment surfaces. Prior to repair and maintenance work, it is necessary to have the surfaces professionally cleaned using high-pressure water jets and vacuums.

In order to clean the surfaces, outside contractors are used who can provide mobile high pressure generator trucks with hoses and lances to cut through and wash away the industrial debris coatings. These same firms have the industrial vacuum trucks that can accumulate and contain this industrial debris for proper disposal. The goal of this contract is to meet these requirements in the most economical manner.

This contract is to provide specialized industrial cleaning for the Power Plant for the period of July 1, 2018 through June 30, 2019. The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms.

Bid documents were issued to twenty-five companies and three plan rooms. The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage and a Legal Notice was published on the websites of a contractor plan room service with statewide circulation and the Iowa League of Cities.

On May 9, 2018, bids were received from four companies as shown on the attached Bid Summary. Upon the initial evaluation, staff determined that the bid submitted from W.S. Industrial Services, Inc., was non-responsive because it did not contain bid security along with the bid. This is a mandatory requirement. As a result, three bids remained for further evaluation.

The attached Base Case Scenario shows a cost evaluation based on a sampling of personnel, equipment, and associated travel/per diem that the Power Plant requires for

successful fulfillment for typical work scenarios performed on this service contract. The scenarios are: five trips of one day durations, one trip of two day duration, and one trip of three day duration.

Based on the summation of all of the typical work scenarios shown on the Base Case Scenario attachment, the bid submitted by HTH Companies, Inc., Union, MO, is the lowest cost.

Staff recommends that these services continue to be outsourced on an annual renewable contract basis. The benefits of having a contract for these services in place include the following:

- 1) Consistency of work and quality from a single contractor.
- 2) Reduction in the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage.
- 3) Rapid contractor mobilization to start emergency repairs, thus reducing generation downtime.
- 4) Saved City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.

The approved FY2018/19 Power Plant operating budget includes \$120,000 for miscellaneous services to be performed under this contract. Invoices will be based on contract rates for time and materials for services actually received.

ALTERNATIVES:

1. Award the contract for the Specialized Wet Dry Vacuum, Hydro Blast, and Related Cleaning Services contract to HTH Companies, Inc., Union, MO, for hourly rates and unit prices bid, in an amount not-to-exceed \$120,000.


This contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms at stated rates.

2. Award the contract to one of the other bidders.
3. Reject all bids and purchase specialized wet/dry vacuum, hydro blast, and related cleaning services on an as-needed basis.

MANAGER'S RECOMMENDED ACTION:

This work is necessary to ensure that a qualified professional firm will respond to both scheduled and emergency needs for these specialized cleaning services, and will also control costs by having established billing rates. Funds will be expended only as work is required and in accordance with approved invoices. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 as stated above.

BASE CASE SCENARIO

	HTH Companies, Inc Union, MO	North American Industrial Services, Clinton, IA	Hydro-Klean, Des Moines, IA
5 Each - 1 Day Trips	Total	Total	Total
Labor - On Site	\$438.00	\$366.00	\$570.00
Labor - Travel	\$165.71	\$381.25	\$110.87
Vac Truck - On Site	\$540.00	\$480.00	\$660.00
Vac truck - Travel	\$204.30	\$500.00	\$128.37
Vac Truck - Fuel Surcharge	\$0.00	\$0.00	\$0.00
Support Truck - On Site	\$0.00	\$30.00	\$120.00
Support Truck - Travel	\$0.00	\$31.25	\$23.34
Support Truck - Fuel Surcharge	\$0.00	\$0.00	\$0.00
Hose	\$250.00	\$300.00	\$400.00
1 Day Trip Total:	\$1,598.01	\$2,088.50	\$2,012.58
5 Each - 1 Day Trip Total:	\$7,990.05	\$10,442.50	\$10,062.90

1 Each - 2 Day Trip	Total	Total	Total
Labor - On Site	\$876.00	\$732.00	\$1,140.00
Labor - Travel	\$165.71	\$381.25	\$110.87
Per Diem	\$150.00	\$240.00	\$0.00
Vac Truck - On Site	\$1,080.00	\$960.00	\$1,320.00
Vac truck - Travel	\$204.30	\$500.00	\$128.37
Vac Truck - Fuel Surcharge	\$0.00	\$0.00	\$0.00
Support Truck - On Site	\$0.00	\$60.00	\$240.00
Support Truck - Travel	\$0.00	\$31.25	\$23.34
Support Truck - Fuel Surcharge	\$0.00	\$0.00	\$0.00
Hose	\$250.00	\$300.00	\$400.00
2 Day Trip Total:	\$2,726.01	\$3,204.50	\$3,362.58

1 Each - 3 Day Trip	Total	Total	Total
Labor - On Site	\$1,314.00	\$1,098.00	\$1,710.00
Labor - Travel	\$165.71	\$381.25	\$110.87
Per Diem	\$300.00	\$480.00	\$0.00
Vac Truck - On Site	\$1,620.00	\$960.00	\$1,980.00
Vac truck - Travel	\$204.30	\$500.00	\$128.37
Vac Truck - Fuel Surcharge	\$0.00	\$0.00	\$0.00
Support Truck - On Site	\$0.00	\$90.00	\$360.00
Support Truck - Travel	\$0.00	\$31.25	\$23.34
Support Truck - Fuel Surcharge	\$0.00	\$0.00	\$0.00
Hose	\$250.00	\$300.00	\$400.00
3 Day Trip Total:	\$3,854.01	\$3,840.50	\$4,712.58
GRAND TOTAL:	\$14,570.07	\$17,487.50	\$18,138.06



2018-145 SPECIALIZED WET DRY VACUUM, HYDRO BLAST, AND RELATED CLEANING SERVICES CONTRACT FOR POWER PLANT BID SUMMARY

**HTH Companies, Inc
Union, MO**

**North American Industrial
Services, Clinton, IA**

**Hydro-Klean
Des Moines, IA**

**W.S. Industrial Services, Inc.
Council Bluffs, IA**

DESCRIPTION	Unit	Rate/Bid Amount	Rate/Bid Amount	Rate/Bid Amount	Rate/Bid Amount
Wet Dry Vacuum Service:					
Vac truck	Hour	\$90.00	\$80.00	\$110.00	Bid is non-responsive. Did not supply bid security with bid.
Support truck	Hour	\$0.00	\$5.00	\$20.00	
Hose	Foot	\$1.25	\$1.50	\$2.00	
Operator / Lead service tech	Hour	\$40.00	\$32.00	\$50.00	
Operator / Lead service tech (OT)	Hour	\$54.00	\$40.00	\$65.00	
Service tech	Hour	\$33.00	\$29.00	\$45.00	
Service tech (OT)	Hour	\$45.00	\$36.25	\$60.00	
Hydro Blast Service:					
Hydro blast pump	Hour	\$137.50	\$115.00	\$170.00	
Industrial hydroblaster	Hour	n/a	\$115.00	n/a	
Support truck	Day	\$0.00	\$4.25	\$200.00	
Operator / Lead service tech	Hour	\$40.00	\$32.00	\$50.00	
Operator / Lead service tech (OT)	Hour	\$54.00	\$40.00	\$65.00	
Operator / Lead service tech (OD)	Hour	\$54.00	\$48.00	\$80.00	
Lead service tech	Hour	\$54.00	\$29.00	\$65.00	
Service tech	Hour	\$33.00	\$29.00	\$45.00	
Service tech (OT)	Hour	\$45.00	\$36.25	\$60.00	
Service tech (OD)	Hour	\$45.00	\$43.50	\$75.00	
Miscellaneous:					
Power washer	Day	\$100.00	\$250.00	\$250.00	
Vacuum pipe trailer	Day	\$100.00	\$0.00	\$250.00	
PPE kit	Each	\$0.00	\$24.00	\$50.00	
Confined space entry	Each	\$0.00	\$35.00	\$125.00	
Truck mounted water jet	Each	cost plus 10%	\$880.00	\$350.00	
Truck wash out	Each	\$200.00	\$0.00	\$350.00	
Liquid vacuum tanker truck	Day	cost plus 10%	\$880.00	\$750.00	
Incident spill response trailer	Day	\$500.00	\$100.00	\$250.00	
55 gal steel open top drum	Drum	cost plus 10%	\$100.00	\$75.00	
Sanitizer	Each	\$0.00	\$5.00	\$60.00/gal	
Waste Disposal	Drum	cost plus 10%	cost plus 10%	\$150.00 (estimate)	
Consumables: Cost Plus		10%	10%	15%	
Proposed price increases for <u>renewal periods</u> (if applicable):					
Labor Rates:	Per year	2%	2%	2%	
Travel & Subsistence	Per year	2%	2%	2%	
Equipment & Tools	Per year	2%	2%	2%	

COUNCIL ACTION FORM

SUBJECT: AWARD CONTRACT FOR 15kV 1/0 STRANDED ALUMINUM CABLE
FOR THE ELECTRIC SERVICES DEPARTMENT

BACKGROUND:

This bid is for the purchase of 30,000 feet of 15kV 1/0 stranded aluminum cable to replenish inventory for the Electric Services Department. Cable of this type is kept on hand in order to ensure availability for the needs of the department. Typically, this cable is used to provide service for commercial and residential applications and is necessary to meet the anticipated needs of the Electric Services Department for new construction and maintenance projects.

On May 25, 2018, an invitation to bid (ITB) was issued to 59 vendors. The ITB was advertised on the Current Bid Opportunities section of the Purchasing webpage.

On June 5, 2018, two bids were received as shown below:

BIDDER	TOTAL COST
Wesco Distribution, Des Moines, IA	\$80,827.80
Nexgen Power, Gardena, CA	Non-Responsive

***Price inclusive of 6% State of Iowa Sales Taxes Plus 1% Local Tax**

Staff reviewed the bids and concluded that the apparent low bid in the amount of \$80,827.80 (inclusive of Iowa sales tax) submitted by Wesco Distribution, is acceptable. The non-responsive bidder took exception to the specifications and offered unacceptable manufacturers' product per the specifications provided in the bid document.

ALTERNATIVES:

1. Award a contract to Wesco Distribution, Des Moines, IA., for the purchase of Electric Services aluminum cable in accordance with bid in the amount of \$80,827.80 (inclusive of Iowa sales tax).
2. Reject all bids and attempt to purchase aluminum cable on an as needed basis.

MANAGER'S RECOMMENDED ACTION:

It is important to purchase aluminum cable at the lowest possible cost with minimal risk to the City. It is also imperative to have aluminum cable available to meet department's needs for commercial and residential application. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

COUNCIL ACTION FORM

**SUBJECT: PURCHASE OF BODY-WORN CAMERAS FOR THE POLICE
DEPARTMENT**

BACKGROUND:

In January of this year the Police Department provided information to the City Council concerning Body-Worn Cameras (BWC) for police officers. The review included a summary of the Department's review process, the state of the technology, the issues surrounding the use of BWCs, and the process for the development of a department policy on BWCs. By way of review, the cameras will be worn by all sworn personnel and activated during law enforcement contacts. Officers can deactivate the cameras to respect citizen privacy in some circumstances. These issues were presented in greater detail in the January 23, 2018, Staff Report on Body Worn Cameras in the Police Department.

The Department sought and received the City Council's approval to pursue the purchase of body-worn cameras (BWC) for all sworn officers. At the time of the review the Department was evaluating the camera systems of two vendors. The Department has since selected WatchGuard Video and its Vista XLT camera system as its preferred vendor and device. WatchGuard specializes in audio and video equipment for law enforcement users.

The BWC review and selection process was accomplished by a committee established in the Police Department for that purpose. The committee, which included patrol officers, records and IT staff, supervisors and police administration, worked for over two years evaluating a variety of BWC products.

The WatchGuard Vista XLT system was chosen for a variety of strengths that include a two-piece camera and recorder system that adapts well to different officer's uniforms; a 13 hour battery life, top in the industry; a recording system that is reliable and that can be easily initiated and managed; a robust and integrated redaction system that is efficient and effective; a process that creates links for video recordings that has the potential to save time and costs as an alternative to creating DVDs of all needed recordings. In addition, WatchGuard provides an integration between BWC and in-car camera systems that other systems do not. Although this purchase is only for BWCs, the department will start a multi-year transition program to WatchGuard in-car camera system that will eventually put all video recording systems on one platform.

WatchGuard operates through direct sales. There are no dealers or other sources of the product and, as a result, WatchGuard is a sole source. WatchGuard does provide pricing through a number of existing contracts. A General Services Administration, a NASPO ValuePoint, and an HGAC-Buy cooperative contracts were reviewed for comparative

pricing. With the assistance of staff from Purchasing, a proposal from WatchGuard based on the best open market pricing was negotiated. The total system price is \$141,907.

The system price includes all elements necessary to purchase, implement and operate a WatchGuard Vista XLT system. The quote includes equipment, system setup, configuration, testing and training. It also includes a 3-year no fault warranty for cameras. The warranty provides that if any of the cameras fail for whatever reason (including battery failure or damage from a dropped device) WatchGuard will replace them for no cost for the three year period. The quote includes a new system server to manage and store video. The server has been sized to handle additional video from in-car cameras as the department makes a transition to those systems.

In general, costs for the WatchGuard system are as follows:

60 Vista XLT cameras	\$ 65,700.00
3-year No Fault Warranty	\$ 39,000.00
Server and storage	\$ 11,475.00
Software licenses (includes 3 years support)	\$ 15,495.00
Additional support equipment	\$ 10,845.00
Installation, training, shipping	<u>\$ 2,865.00</u>
	\$145,380.00
Less discount	<u>\$ 3,473.00</u>
Total	\$141,907.00

WatchGuard estimates there is an 8 to 10 week lead time following a confirmed order until delivery of the equipment. If this purchase is approved the timeline would estimate deployment of BWC in late summer or early fall of 2018. During that time the Department will complete and implement a community outreach program on the deployment of BWC.

Funding for this purchase is available in the current year's budget. The server costs are funded through existing depreciation. City policies require that a sole source purchase in this amount shall be approved by the City Council.

ALTERNATIVES:

1. Approve the Police Department's request to purchase body-worn cameras from WatchGuard Video for \$141,907 as a sole source purchase.
2. Do not approve the purchase of body-worn cameras.

MANAGER'S RECOMMENDED ACTION:

Both the public and police officers have come to expect the use of body-worn cameras by police officers. In January of this year the City Council approved the concept of BWCs for

our police department. The Department reviewed available options and selected the system best suited to local needs and negotiated a best price. Funding for this purchase has already been approved in the annual budget process.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the purchase of BWCs from WatchGuard Video.

COUNCIL ACTION FORM

SUBJECT: ENGINEERING SERVICES FOR UNIT 7 AND UNIT 8 FLY ASH HANDLING SYSTEM MODIFICATIONS

BACKGROUND:

Currently, the Power Plant has a dry fly ash pneumatic conveyor system that serves the Unit 7 & Unit 8 precipitator hoppers. From these precipitator hoppers, fly ash is conveyed pneumatically to the fly ash storage silo via (2) vacuum exhausters (one 100% operational and one 100% spare), while a primary cyclone separator, a secondary cyclone separator and a bag filter separate the fly ash from the conveying air stream.

Previously, the Power Plant was burning coal, but the plant was converted to run on natural gas in April 2016. Currently, the Plant burns 90% natural gas and 10% RDF (Refuse-Derived Fuel), which is made from county-wide garbage. The combined fly ash generation rate for Unit 7 & Unit 8 is approx. 40 tons of fly ash per month. Since Plant was converted to run on natural gas, the levels of flue gas and condensation in the fly ash precipitator hoppers have increased significantly. **As a result, the existing dry fly ash pneumatic conveyor system pulls large amounts of flue gas from the fly ash precipitator hoppers and, upon condensation, plugs the conveyor line halting the fly ash conveying operations.** Before the fly ash conveying operations can resume, the plugged sections of the fly ash conveyor line is hydro-blasted and dried using a large heater installed at the air intake of one of the fly ash conveyor branchlines.

In order to increase the reliability of the existing fly ash handling system, the staff is first requesting a firm price proposal for the engineering design of a new fly ash handling system to convey all the fly ash from the Unit 7 & Unit 8 precipitator hoppers via a new HYDROVEYOR vacuum removal system.

City staff is seeking authorization to contract with United Conveyor Corporation (UCC) of Waukegan, Illinois, for this engineering work based on UCC's expertise in handling fly ash conveying systems. UCC also has experience and working knowledge of the City of Ames current flyash handling system (UCC designed and installed the current Unit 7 fly ash system in 2002). Babcock and Wilcox, who also provide similar expertise in fly ash conveying systems was also approached to provide a quote, but were non-responsive to City of Ames requests. Staff also is recommending that the City Council waive the City's purchasing policies requiring competitive proposals to provide for selection of this firm. Funding for this work will be charged to the Fly Ash Maintenance accounts, for Units 7 and 8, which have a current balance of \$102,000.

ALTERNATIVES:

1. Waive the City's purchasing policy requirement for competitive proposals and award a contract to United Conveyor Corporation of Waukegan, Illinois in the amount of \$65,250 for the engineering services for Unit 7 and Unit 8 fly ash handling system modifications.
2. Reject the waiver request and direct staff to issue a request for proposal.

MANAGER'S RECOMMENDED ACTION:

Without making improvements to the fly ash handling system, the plant will continue to experience excessive maintenance burdens caused by frequent fly ash plugs. These plugs have to be addressed by maintenance periodically and are burdensome in the winter months. These plugs have resulted in an increase of maintenance costs, loss of maintenance resources to deal with excessive plugs, and loss of fly ash system reliability.

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

COUNCIL ACTION FORM

SUBJECT: ENGINEERING STUDY FOR OPERATING UNIT 8 BOILER AT LOWER STEAM TEMPERATURE AND PRESSURE

BACKGROUND:

Unit 8 has suffered from an excessive number of tube failures in the secondary superheater, due to high temperature fire side corrosion. The purpose of this engineering study is to determine if the boiler can be operated at a lower pressure and temperature to prevent additional superheat tube failures. Currently, super heat tube failures are a result of the chemical characteristics of burning natural gas and RDF as fuel. Combustion of these products result in increases chloride gases that are transported through the flue gas of the boiler. These chlorides attach boiler tubes and increase the rate of corrosion within the tubes. Additionally, temperatures above 900 deg F can exponentially increase the degradation of tubes from chloride corrosion. Unit 8 boiler super heat tubes are currently in a region above 900 deg F, which in turn, is creating accelerated corrosion in boiler tubes. This corrosion is resulting in increased boiler tube failures resulting in increased plant down times, outages and a great burden in boiler maintenance repairs.

The study will examine the specified loads and identify circulation characteristics in each flow circuit when reducing boiler temperature and/or pressure. These results will then be compared to current B&W Circulation Guidelines to determine if they are acceptable for the load conditions being examined. If the unit cannot meet the required circulation criteria, recommendations to address these issues will be provided. These recommendations could be an operational change or physical modifications to alter the boiler circuitry and/or material specifications to improve boiler reliability.

Unit 8 boiler was designed by B&W and they are considered the Original Equipment Manufacturer (OEM) for the Unit 8 boiler. B&W has knowledge of the Unit 8 boiler history, operation, and design data. B&W is considered an industry expert in boiler operations and design and have the industry experts to model the Unit 8 boiler to understand the dynamics in changing boiler temperatures. These changes will need to be studied to understand the possible safety and financial impacts that changing boiler dynamics can have on the Unit 8 turbine and system components. This study will also investigate if lowering steam temperatures will have an impact on turbine performance and turbine maintenance.

City staff is seeking authorization to enter into a contract with The Babcock & Wilcox Company of Kansas City, Missouri for this engineering work based on OEM knowledge of the City's boiler and industry expertise in boiler design. To accomplish this objective, Staff also is recommending that the City Council waive

the City's purchasing policies requiring competitive proposals to provide for selection of this firm. Funding for this work will be taken from the Unit #8 Steam Turbine and Generator Maintenance account which has a current balance of \$80,000.

ALTERNATIVES:

1. Waive the City's purchasing policy requirement for competitive proposals and award a contract to The Babcock & Wilcox Company of Kansas City, Missouri in the amount of \$76,263 for the engineering study for operating Unit 8 Boiler at lower steam temperature and pressure.
2. Reject the waiver request and direct staff to issue a request for proposal.

MANAGER'S RECOMMENDED ACTION:

Operating the Power Plant boilers, as is, will result in continued deterioration of boiler tubes resulting in unplanned down time, outages, and increases in costs associated with maintenance repairs. This ultimately affects the Power Plant's ability to reliably process RDF. It is hoped that this engineering work will identify operational changes or physical modifications to alter the boiler circuitry and/or material specifications to improve boiler reliability.

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

COUNCIL ACTION FORM

SUBJECT: **CONTRACT RENEWAL FOR PURCHASE OF ELECTRIC METERS
FOR THE CITY OF AMES, IOWA**

BACKGROUND:

On May 26, 2015, the City Council approved a contract with Fletcher-Reinhardt Company of Cedar Rapids, Iowa, for the purchase of residential single phase, poly phase, programmable demand-type, and power quality socket-type electric meters to meet the needs of the Electric Services Department. These meters will be purchased from an Electric Services Technical Services Division inventory asset account and charged to the appropriate operations accounts as the meters are put into use.

The initial contract included a provision that would allow the City to renew the contract for up to four additional one-year terms. This contract renewal is to provide electric meters for the period from July 1, 2018, through June 30, 2019. **This is the third renewal out of four maximum renewal periods. Council should note there is no price increase on these meters from previous contract terms.**

Under the proposed contract, electric meters would be purchased at the City's discretion, which may be quarterly or on an as-needed basis. This provides the City with flexible inventory management and helps to reduce the need for storage space. Bid prices plus applicable sales taxes, which are applicable to the purchase of this equipment, are paid directly by the Utility. **No contract amount is being authorized at this time, since payments will be made as these meters are purchased.**

ALTERNATIVES:

1. Renew contract with Fletcher-Reinhardt Co., Cedar Rapids, Iowa, for the purchase of electric meters in accordance with unit price bid.

Electric meters will be purchased as requested. Payments will be based on unit prices bid and actual quantities ordered, plus applicable sales taxes.

2. Reject all bids and purchase electric meters on an as needed basis at unpredictable prices.

MANAGER'S RECOMMENDED ACTION:

It is important to purchase electric meters at the lowest possible cost with minimal risk to the City. It is also imperative to have these meters available to meet customer needs for new service or emergency replacements.

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

COUNCIL ACTION FORM

SUBJECT: CONTRACT RENEWAL FOR WATER METERS AND RELATED ACCESSORIES

BACKGROUND:

On February 10, 2015, the City entered into a sales agreement with Itron, Inc. for the procurement of an Automatic Meter Reading System which included hardware, software, meters, installation, and maintenance services. That agreement also included up to four 12-month renewals, with the timing of each renewal to run with the City's fiscal years. **Itron has provided firm unit pricing for FY 18/19 with a 2% increase from the FY 17/18 renewal that was approved May 9, 2017.**

The operating budget is built around a baseline of 1,000 meter per year for routine meter replacements and an additional 400 meters per year for new construction. Additional funds are included in the CIP so that the meter change out can be completed in an eight-year period. The adopted FY 18/19 budget for this project is as follows.

FY 18/19 Operating Budget	\$246,400
FY 18/19 CIP Budget	<u>\$197,000</u>
Total Available Budget	\$443,400

FY 18/19 will be the fourth year of the eight year replacement schedule.

ALTERNATIVES:

1. Award the fourth of five annual contract renewals with Itron, Inc., of Liberty Lake Washington, to furnish radio units, meters, and related parts and services for the period of July 1, 2018 to June 30, 2019 per the unit cost quotation dated April 10, 2018 in an aggregate amount not to exceed \$433,400.
2. Do not award a contract at this time.

MANAGER'S RECOMMENDED ACTION:

The City has entered into a project to install and Automatic Meter Reading system using meter reading equipment and meters provided by Itron, Inc. Staff has reviewed the pricing from Itron, Inc., for FY 18/19 and has concluded that the pricing still provides the best value for our customers. Therefore, it is the recommendation of the City Manager that the Council adopt Alternative No. 1 as described above.



MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: June 12, 2018

Subject: Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s) 36 through 38. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/ds

COUNCIL ACTION FORM

SUBJECT: **BOILER MAINTENANCE SERVICES CONTRACT FOR POWER PLANT– CHANGE ORDER NO. 3**

BACKGROUND:

This contract consists of a variety of boiler and pressure vessel maintenance, including structural steel and pressure vessel repair. This consists of emergency service, as well as regularly planned repairs and services during scheduled outages.

On June 27, 2017, Council approved the contract renewal with TEI Construction Services, Inc., Duncan, SC, for the Boiler Maintenance Services Contract for Power Plant for the one-year period from July 1, 2017, through June 30, 2018 in the amount not to exceed \$210,000. Plant outages, resulting from boiler tube failure, has caused staff to use more than what was originally budgeted.

The action being requested is to approve Change Order No. 3 to the Boiler Maintenance Services Contract. This change order will add an additional \$300,000 to the current contract for FY2017/18. This will bring the total contract amount to \$985,000.

This Change Order is needed to increase the amount of funds in the current fiscal year contract. The amount of boiler tube repair required to date is much more than what was expected and the funds have been exhausted. Burning Refuse-Derived-Fuel with natural gas is causing rapid boiler tube deterioration on uncoated tubes, in the superheat section. This did not occur when firing with coal. Long term plans are to replace the tubes with Inconel-coated tubes. However, long material lead times force staff to take this intermediate step in order to return the unit to operation and continue to burn the county's garbage.

Without this change order there will not be enough funds available to complete planned boiler work during the plant's current spring outage, and possible future unplanned/emergency boiler repairs needed during the remaining months of this current contract term. **The Council should understand the additional funds authorized in this change order will not be spent unless needed.**

CHANGE ORDER HISTORY:

Two change orders were previously issued for this contract.

- Change Order No. 1 for \$350,000 was to increase the amount of funds in the current fiscal year contract.

- Change Order No. 2 for \$125,000 was to increase the amount of funds in the current fiscal year contract.

The \$210,000 for the original contract was approved in the FY2017/18 Power Plant operating budget for Electric Production. Funding in the amount of \$350,000 to cover Change Order No. 1 came from Unit 7 and Unit 8 Boiler Maintenance accounts. Under this same Boiler Maintenance account, the City Council had approved a different Purchase Order with Pro Energy, another general boiler maintenance company, in an amount of \$425,000. The Pro Energy Purchase Order was closed which allowed staff the ability to reallocate the unspent dollars to cover Change Order No. 1. The funding for Change Order No. 2 came from the Power Plant Miscellaneous Operations account. Money in the Miscellaneous Operations account was budgeted to update the Computer Maintenance Management Software (CMMS) but had to be redirected to fund the boiler maintenance change order. **The funding for this Change Order No. 3 will come from three separate accounts in the Power Plant Operations budget:**

- \$100,000 from #7 Steam Turbine and Generator Maintenance – The replacement of the MOV controls and level gauges will be delayed.
- \$100,000 from #7 Boiler Maintenance - Since #7 is not being run the rest of the year, there is money available in this account.
- \$100,000 from Miscellaneous Operations – The Plant has not used as many chemicals as planned.

Invoices will be based on contract rates for time and materials for services that are actually received.

ALTERNATIVES:

1. Approve contract Change Order No. 3 with TEI Construction Services, Inc., Duncan, SC for the Boiler Maintenance Services Contract for Power Plant in the not-to-exceed amount of \$300,000. This will bring the total FY2017/18 contract value to a not-to-exceed amount of \$985,000.
2. Do not approve the change order. It should be noted that this alternate will leave the unit unoperational.

MANAGER'S RECOMMENDED ACTION:

This change order is necessary to complete boiler repairs during the current spring outage as well as ensure a qualified professional firm will respond to both scheduled and emergency needs for boiler repair and maintenance, and will also control costs by having established billing rates. Funds will be expended only as work is required and in accordance with approved invoices.

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



Smart Choice

Public Works Department

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

June 12, 2018

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

Ladies and Gentlemen:

I hereby certify that the street lighting required as a condition for approval of the final plat of **Crane Farm Subdivision, 4th Addition** has been completed in an acceptable manner by the Ames Electric Department. Payment for the above-mentioned improvement has been received by the Ames Electric Department, who installed the street lighting.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$52,684.06**. The remaining work covered by this financial security includes installation of the asphalt street surface paving, COESCO (erosion control), and public sidewalks/pedestrian ramps.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John C. Joiner'.

John C. Joiner, P.E.
Director

JJ/nw

cc: Finance, Planning & Housing, Subdivision file

Description	Unit	Quantity
PAVEMENT, HMA, 8-INCH	SY	1635.00
SIDEWALK, PCC, 4"	SY	778.00
SIDEWALK, PCC, 6"	SY	15.00
DETECTABLE WARNING	SF	20.00
CONVENTIONAL SEEDING, FERTILIZING, & MULCHING TYPE 4 LAWN	ACRE	0.60
COSESCO SECURITY	ACRE	0.60

COUNCIL ACTION FORM

SUBJECT: MAJOR FINAL PLAT FOR MENARDS SUBDIVISION

BACKGROUND:

The City's subdivision regulations are included in Chapter 23 of the Ames Municipal Code. Once the applicant has completed the necessary requirements by installing the required public improvements or providing financial security for their completion, an application for a "Final Plat" may then be made for City Council approval. After City Council approval of the Final Plat, it must then be recorded with the County Recorder to become an officially recognized subdivision plat. The Final Plat must be found to conform to the ordinances of the City and any conditions placed upon the Preliminary Plat approval.

Menards, Inc. has submitted a final plat for the creation of three developable lots, one outlot, and one lot for right-of-way dedication on land they own on SE 16th Street. Of the three developable lots, the largest (26.28 acres) is intended for their new retail store. The other two developable lots (1.51 and 1.54 acres) will be marketed by Menards for commercial uses. The outlot (10.35 acres) comprises the FEMA-designated Floodway and the street lot (0.16 acres) is for the installation of a sidewalk to connect to the Skunk River Trail. The property is zoned Highway-Oriented Commercial.

The Ames City Council approved a preliminary plat for Menards on March 27, 2018. **The required public improvements include an extension of water main along SE 16th Street to the site and within the site for fire hydrants. Public sanitary sewer service is already available, as is electric service. A sidewalk will be installed the full length of the Menards property and will connect to the Skunk River Trail on the south side of the SE 16th Street bridge.**

Financial security has been submitted for all public improvements and storm water management. These include all public water mains, sanitary sewer, and sidewalk.

ALTERNATIVES:

1. The City Council can approve the Final Plat of Menards Subdivision based upon the staff's findings that the Final Plat conforms to relevant and applicable design standards, ordinances, policies, and plans with a Public Improvement Agreement and financial security.
2. The City Council can deny the Final Plat for Menards Subdivision if it finds that the development creates a burden on existing public improvements or creates a need for new public improvements that have not yet been installed.

CITY MANAGER'S RECOMMENDED ACTION:

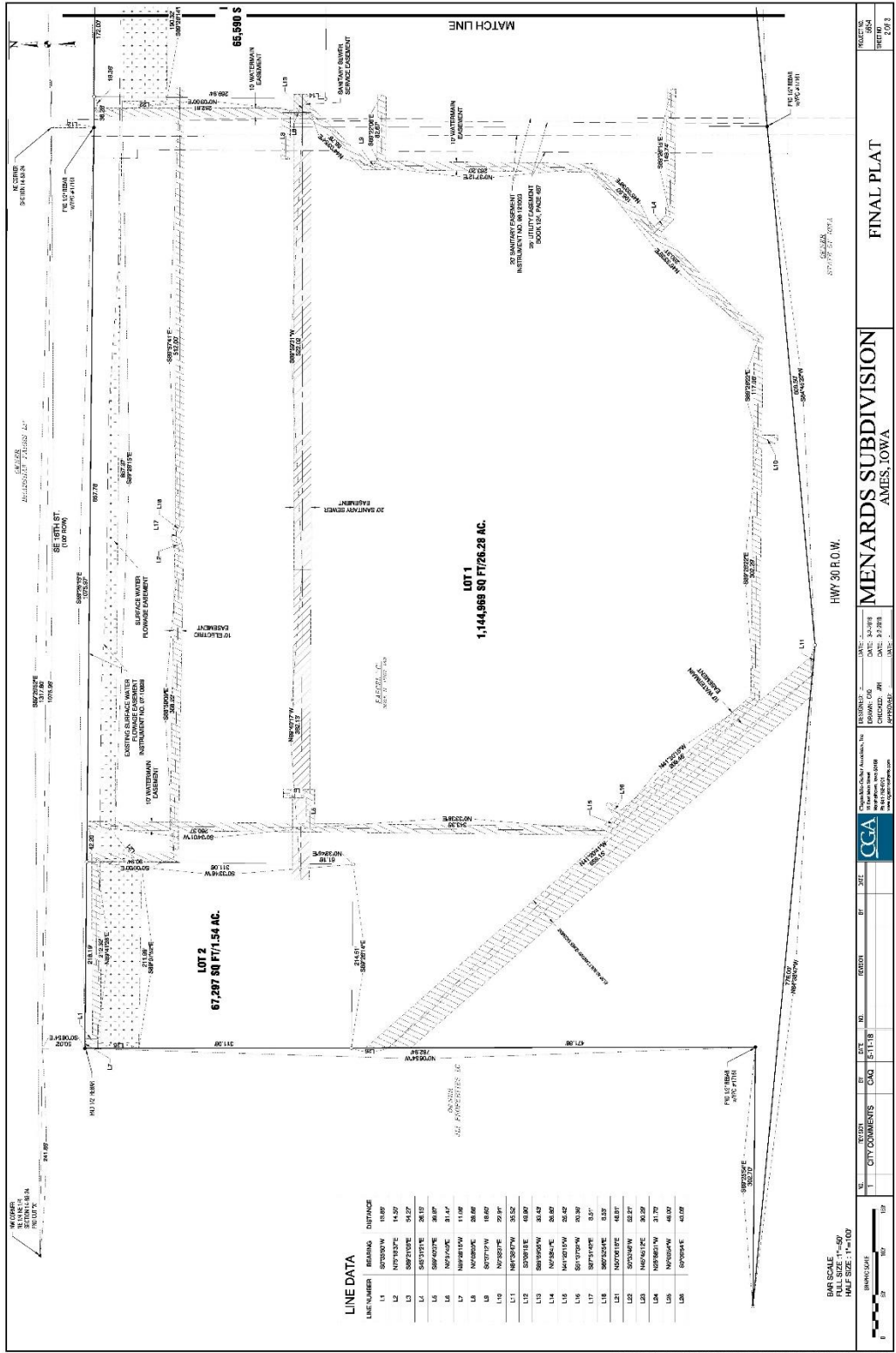
City staff has evaluated the proposed Final Plat for a major subdivision and determined that the proposal is consistent with the Preliminary Plat approved by the City Council and that the plat conforms to the adopted ordinances and policies of the City as required by Code.

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, approving the Final Plat of Menards Subdivision.

ATTACHMENT 1: LOCATION MAP



4



Applicable Laws and Policies Pertaining to Final Plat Approval

Adopted laws and policies applicable to this case file include, but are not limited to, the following:

Ames Municipal Code Section 23.302

(10) City Council Action on Final Plat for Major Subdivision:

(a) All proposed subdivision plats shall be submitted to the City Council for review and approval. Upon receipt of any Final Plat forwarded to it for review and approval, the City Council shall examine the Application Form, the Final Plat, any comments, recommendations or reports examined or made by the Department of Planning and Housing, and such other information as it deems necessary or reasonable to consider.

(b) Based upon such examination, the City Council shall ascertain whether the Final Plat conforms to relevant and applicable design and improvement standards in these Regulations, to other City ordinances and standards, to the City's Land Use Policy Plan and to the City's other duly adopted plans.

(c) The City Council may:

(i) deny any subdivision where the reasonably anticipated impact of such subdivision will create such a burden on existing public improvements or such a need for new public improvements that the area of the City affected by such impact will be unable to conform to level of service standards set forth in the Land Use Policy Plan or other capital project or growth management plan of the City until such time that the City upgrades such public improvements in accordance with schedules set forth in such plans; or,

(ii) approve any subdivision subject to the condition that the Applicant contribute to so much of such upgrade of public improvements as the need for such upgrade is directly and proportionately attributable to such impact as determined at the sole discretion of the City. The terms, conditions and amortization schedule for such contribution may be incorporated within an Improvement Agreement as set forth in Section 23.304 of the Regulations.

(d) Prior to granting approval of a major subdivision Final Plat, the City Council may permit the plat to be divided into two or more sections and may impose such conditions upon approval of each section as it deems necessary to assure orderly development of the subdivision.

(e) Following such examination, and within 60 days of the Applicant's filing of the complete Application for Final Plat Approval of a Major Subdivision with the Department of Planning and Housing, the City Council shall approve, approve subject to conditions, or disapprove the Application for Final Plat Approval of a Major Subdivision. The City Council shall set forth its reasons for disapproving any Application or for conditioning its approval of any Application in its official records and shall provide a written copy of such reasons to the developer. The City Council shall pass a resolution accepting the Final Plat for any Application that it approves.

(Ord. No. 3524, 5-25-99)

Staff Report

Rental Concentration Hardship and Exception Options

June 12, 2018

BACKGROUND:

The City Council has recently adopted a rental concentration limitation for specific neighborhoods where new rental property registrations are prohibited if the neighborhood has 25% or more single-family rental properties. The Council at their May 22, 2018 meeting discussed potential allowances to exceed the concentration cap for hardships or as a one-time exception process. City Council directed staff to draft ordinance language specifically for a hardship process related to the sale of property and a separate exception process for property owners with their primary residence in a cap neighborhood to register their property as a rental property. The draft ordinance language is attached.

PROPERTY SALE HARDSHIP:

The Property Sale Hardship process is designed to allow property owners that have owned property prior to the establishment of the Rental Moratorium on October 27, 2017 to request an allowance to exceed the concentration cap in order to sell their property. **This option is only available to property owners, or buyers in contract to purchase the property, prior to October 27, 2017 and would not be available to any purchaser of property subsequent to October 27, 2017.**

Staff has included the application requirements and standards directed by the Council on May 22, 2018 and included additional language to assist in administration of the process. Staff has highlighted below the proposed additional language that augments the direction from May 22nd:

1. Approval of the allowance to exceed the cap is for a six month period with an option for a six month extension to allow for the property to receive a Letter of Compliance and to be sold. If the property is not sold, the allowance to register the property is voided and the Letter of Compliance cannot be renewed after the first year.
2. Either the current property owner or the buyer may complete the requirements for receiving a Letter of Compliance within the stated time period. If the Letter of Compliance is not obtained in the given time period, the allowance to register the property will be voided.

3. The definition of a property side abutting a rental property now states that it is for a minimum of 20 feet. An abutting side also include properties across a street or an alley. Alleys were not previously addressed.
4. Approval Criterion #2 includes the phrase “at a reasonable market value as a single family dwelling” to clarify the intent of the standard.

RENTAL CONCENTRATION CAP EXCEPTION:

This option was described as Option 3 within the May 22nd report. The Rental Concentration Cap Exception is a one-time exception process for a current property owner that may or may not sell their property. This allowance is restricted to only properties that are the primary residence of the property owner as of May 22, 2018. Additionally, the allowance to register the property and obtain a Letter of Compliance is restricted to the property owner and may not be obtained by buyers of property after this date. This standard is intended to help safeguard against speculative property registrations and focus the exception process on those that are interested in making an investment in conforming to the Rental Code in the near term. However, once the property is registered and has a Letter of Compliance it may be sold to another property owner.

This option is designed to be approved by Staff, but it includes an option for staff to forward an application to City Council or for someone to appeal the decision of the Building Official to the City Council. Alternatively, City Council could designate the Property Maintenance Appeals Board for a role in the process.

Part of the motion to draft this option was to include a mandatory timeframe to actually rent the property within five years. Staff recommends a different timeframe for a mandatory rental requirement to coincide with the Letter of Compliance cycles of 1,2,3, or 4 year periods. With Council’s direction to consider a five-year requirement, staff recommends language that a Letter of Compliance cannot be renewed after year four without actual use of the dwelling as a rental property. City Council can also clarify if the intent for using the dwelling as a rental is a one-time requirement or that it must then continue to be a rental to allow for subsequent renewals.

The timeframe to register the property with the City under this exception is September 1st. Based upon the schedule of first reading to adopt an ordinance on June 26th and third reading on July 31st, the proposed exception process could be in place for applications by August 3rd. This would allow four full weeks in August for applications to be submitted. Inspections Division staff would setup initial inspections as time allows and could take one to two months to complete based upon their experience prior to the

moratorium. All Letter of Compliance improvements are required to be completed within six months of the initial inspection.

ENFORCEMENT OF UNREGISTERED RENTALS:

Throughout the discussions on occupancy and the percentage cap, several people have indicated they believe there is a high number of unregistered rental properties in the City. Staff is unable to estimate how many there might be, but does know that several have surfaced in the last year. Many are in areas that now have a concentration cap and will be unable to register in accordance with the Rental Code.

The Staff Report regarding hardships for the May 22nd meeting included an option that would allow any property to be registered and obtain a Letter of Compliance within a certain window. Council directed staff to bring back information on this potential hardship that would exclude those currently operating illegally and those that wish to obtain an LOC for the future sale of their property from registering. The inability for property owners to register a property may result in an increase of unregistered rentals.

The primary goal of the Inspection Division is to gain compliance through education. Currently, when Inspections is made aware of an unregistered rental, a violation notice is sent to the owner giving them 14 days to register their property. We have learned from past experiences that most violation notices resulted in either the owner registering the property, or providing staff with an explanation as to why the living situation did not require a registration. Chapter 13 of the Ames Municipal Code gives us the ability to issue a \$500 Municipal Infraction Citation to the property owner. We have had instances in which we were unable to serve the citation to the property owner so the property remains unregistered.

Now that the opportunity to become a registered rental does not exist on every property (due to the cap), there will be instances when the only solution will be for the landlord to evict the tenants and sell the property or owner-occupy it. The Rental Code currently lacks provisions for enforcement other than the citation process. In the instances where the owner cannot be located, the tenants are able to continue to reside in the home and the landlord continues to collect rent. Staff can ask that the landlord begin the eviction process, but has no way to enforce this without the help of a citation.

One possible solution to this issue is to adopt language from the State Code that allows for rent abatement. Such language allows the City to post on the property and serve the landlord a notice stating that rent shall not be recoverable by the owner until the dwelling complies with the Code. Iowa City recently adopted this language to be used when an owner fails to provide essential services (water, sewer, electricity, etc.), fails to remedy a condition that poses a substantial risk to the tenant, or rents the dwelling without a rental permit.

Because the current tools have not been working, staff would support utilizing this rent abatement procedure to bolster our enforcement of rental property violations. If the Council agrees, then staff should be instructed to draft the appropriate language for this new rent abatement procedure.

Hardship Option 3: Impacted Neighborhoods' Response

As leaders of neighborhoods with a 25% rental cap we first want to thank you for passing the cap and for the stringent requirements for exemptions under Option 1. However, we strongly oppose the Option 3 exemption as discussed at the May 22 Council meeting. With the exception of the last point below, we see no justification for a policy that subverts the effectiveness of the cap. Our objections are as follows:

1. Allowing a window for anyone to get an LOC completely undermines the intent of a rental cap. As Staff has reported, before the moratorium was imposed it received 42 applications for rental permits (40 of which actually resulted in LOCs). **Now that most of Ames is aware of the cap, there could be many more applications in a three-month window.** The experience of Duluth, MN supports this serious concern; a 2-week window before implementation of a policy to limit rental density resulted in **500** new rental permits (see email sent to you by John Pleasants on 6/2 for details).
2. One of the most important benefits of a rental cap is to let residents and potential purchasers know that things will get no worse in their neighborhoods. **The longer the period of time you give an owner to exercise an LOC the longer uncertainty prevails; this effectively delays meaningful implementation of the rental cap.**
3. The uncertainty about what their neighbors might be doing in regard to obtaining LOCs could cause residents to do the same as insurance against a future rental percent increase. **This will exacerbate the very problem the cap is meant to prevent.**
4. If Ames puts a program in place to convert rental properties back to owner-occupied, but enacts Option 3, it will be difficult to accomplish the goal of reducing rental percentages. **Any such program would first have to counteract the increase caused by this option.** This would be a slow process. For example, Iowa City, with a yearly budget of \$250,000, is only able to convert 7 or 8 houses each year.
5. **This will clearly create more Option 1 hardships in all affected neighborhoods.** Claims for exemption can be made based on being surrounded by properties with LOCs, yet due to Option 3 some of these properties might not actually be rented, but simply holding LOCs for possible future use.
6. Neighborhoods with already high rental percentages may suffer rental increases that make them unlikely ever to attract additional owner-occupiers.

7. The only real “hardship” this option could possibly address is the case of a homeowner who was in the process of preparing a home for rental but failed to apply for an LOC before the moratorium. In such situations, we feel that homeowners do not need more than a very brief window of time during which to apply for an LOC and should be given no more than 12 months from issuance of the LOC to actually rent/sell the home. For anyone who truly faced this problem, a year from issuance of the LOC should be plenty of time to exercise the permit. **Allowing a homeowner to hold it for several years will be extremely detrimental to neighborhoods and is unnecessary to address this true hardship.**

SCAN: Barbara Pleasants, Leslie Kawaler, Sandra McJimsey

Colonial Village: Chris Colvin (SCAN Board & CV representative)

CC/OAMS: Joanne Pfeiffer, Elin Herrman

Oakwood–Forest: Dilys Morris

Old Edwards: Kathy Schnable (representing herself)

Westside: Pat Brown

Oak to Riverside: Debbie Lee (representing herself)

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY ENACTING NEW SECTIONS 13.201 TERMS DEFINED “PRIMARY RESIDENCE” AND SECTION 13.300 (10) AND (11) THEREOF, FOR THE PURPOSE OF RENTAL CONCENTRATION EXCEPTIONS REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting new Sections 13.201 Terms Defined “Primary Residence” and Section 13.300 (10) and (11) as follows:

“Sec. 13.201. TERMS DEFINED

...

PRIMARY RESIDENCE: A residence which is the only place where a person has a true, fixed, and permanent home, and to where, whenever the person is briefly and temporarily absent, the person intends to return. A property owner may have only one primary residence.

...

Sec. 13.300. GENERAL

...

(10) Rental Concentration Cap Exception

For properties within a Rental Concentration Cap Neighborhood, a property owner of record on May 22, 2018 may apply for an exception in order to register their primary residence as a rental property and complete all requirements of the Rental Code to obtain a Letter of Compliance. The exception only applies to the primary residence of a property owner established prior to May 22, 2018. The property owner is responsible for all application requirements for the exception, registering the property, and obtaining a Letter of Compliance. Upon completion of the requirements for the Letter of Compliance, the property may be sold to another property owner for use as a rental property. Any property sold subsequent to May 22, 2018 without a valid Letter of Compliance in regards to this exception shall not be eligible for a Letter of Compliance.

The exception is subject to minimum application standards and performance requirements described below. The exception may be approved by Building Official upon review of the application for consistency with the standards of this Chapter. The Building Official may forward the application to the City Council for review upon any finding of irregularity in documentation with the application. A property owner may appeal the decision of the Building Official to the City Council.

(a) Exception Requirements

- i. The property is the primary residence of the property owner as of May 22, 2018.
- ii. An application to register the property must be received by September 1, 2018.
- iii. The property owner of a primary residence must obtain an initial inspection and complete all requirements for a Letter of Compliance within six (6) months of the inspection date.
- iv. If a property owner has not obtained a Letter of Compliance within six months, the property registration shall expire and may not be renewed or reapplied for under this exception.

v. Upon receipt of a Letter of Compliance for the property, a Letter of Compliance may not be renewed after four (4) years from the original approval if the property is not used as bonafide rental property. Each subsequent renewal of the Letter of Compliance after the initial four (4) years is subject to the property's continued use as a bonafide rental property.

(11) **Property Sale Hardship.**

For properties within a Rental Concentration Cap Neighborhood, a property owner may apply to the Building Official for a hardship exception to allow registration of the property for rental purposes in order to facilitate the sale of the property. The hardship exception is subject to minimum application standards described below and may be approved by the City Council upon review of the application.

Approval of the Property Sale Hardship by the City Council is for a six-month period to allow for sale of property to a new owner in an arms-length transaction to another party. The property owner may request a six month extension of the approval in order to complete work required to obtain a letter of compliance and/or to complete the sale and transfer of the property. An initial Letter of Compliance (LOC) will only be issued for one year for property registered under the hardship exception process. The LOC cannot be renewed by the property owner approved for a hardship, but can be renewed by the new property owner consistent with the standards of the Rental Code.

(a) **Application Requirements.** A property owner must submit documentation related to the following as part of the hardship application:

i. The property must abut registered rental properties on three sides, or the substantial equivalent of three sides. An abutting side includes any shared property line of the subject site and includes property lines with residential property located across the street or an alley. An abutting side includes any length of a property line that is 20 feet in length or greater.

ii. The property must have been purchased or under a purchase agreement by the current owner prior to October 27, 2017.

iii. The property has been offered and advertised for a minimum nine (9) consecutive months with a licensed realtor prior to the application for hardship.

iv. Disclosure of any offers to purchase the property which have been declined.

v. The original purchase price, date of purchase, and current mortgage balance.

vi. An appraisal prepared by a licensed appraiser for the value of the dwelling that also includes comparable sales within the appraisal.

vii. A home inspection report describing the condition of the property.

viii. Rental Housing Code pre-inspection and cost estimate for compliance with the Rental Housing code.

Upon submittal of the application to the Building Official, staff will review for completeness and adequacy of documentation provided within 10 days. Staff may request additional documentation in relation to the application requirements to determine completeness. Upon a determination that the application is complete, the application will be forwarded to the City Council within 30 days for Council review.

The City Council may approve a property sale hardship upon making both of the following findings:

1. The advantages to the neighborhood and the City of allowing for the property to be registered as a rental property to facilitate its sale outweigh the disadvantages to the neighborhood and City of exceeding the rental concentration cap.
2. The sale of the property would have been possible at a reasonable market value as a single family dwelling, but for the existence of the rental concentration cap.”

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

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

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

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

John A. Haila, Mayor

COUNCIL ACTION FORM

SUBJECT: **TENNIS COURTS AT AMES HIGH SCHOOL**

BACKGROUND:

In the 1990's, the City was approached by School District representatives and parents of the Ames High tennis teams complaining about a lack of courts in one location to accommodate all of the matches. At that time, the High School tennis matches had to be split between two City parks.

Under the leadership of Jami Larson, a group of parents raised \$200,000 to construct a sufficient number of courts to accommodate High School tennis matches at one site. In addition, the Ames City Council agreed to contribute \$100,000 towards this project. This partnership for the eight court tennis complex at the High School site was finalized by the Ames Community School Board and Ames City Council in March 1998 with the approval of the following four agreements:

1. School/City Tennis Courts Development Agreement (Attachment A). This was in effect until the work and payment required by the agreement was complete.
2. Ancillary Agreement (Attachment B). This was in effect during court construction.
3. Grant of Easement by the Ames Community School District to the City of Ames, Iowa for the Construction, Operation and Maintenance of Tennis Courts at the Site of Ames Senior High School (Attachment C). This is a perpetual easement.
4. Tennis Court Complex Joint Use Agreement (Attachment D). This is in effect through March 12, 2023.

These agreements stipulated that the City would design, construct, and own the new tennis complex which would sit on School District property. As highlighted below, Paragraph 5 of the Joint Use Agreement specifies how the facility will be shared by both parties.

“It is expressly agreed that in the scheduling and programming of the high school site tennis courts, the School shall have use of six (6) of the eight (8) courts during school hours, until 3:00 p.m., while school is in session, and until 6:00 p.m. during the scheduled practice season(s) for

the girls' and boys' high school tennis teams. The City will be responsible for scheduling and programming the tennis courts from the end of School use until 10:30 p.m. on weekdays, all day on weekends, holidays, and during vacation periods. During evening hours and vacation periods, the School system shall have the right to occasional use of the tennis courts on a schedule agreed to by both parties. During the girls' and boys' tennis season(s), Ames High School interscholastic tennis competition events shall preempt scheduled City recreation programs. When reasonably possible, the Activities Director of School shall give a two-week notice to the Recreation Superintendent of City for any interscholastic tennis events that were not anticipated or planned at the time of said schedule recognizing that events postponed due to weather and other exigent circumstances may need to be rescheduled on an emergency basis. However, reasonable efforts to schedule events in advance will be made in order to allow for efficient operations on the part of the City."

As part of the fundraising campaign, the tennis complex was named the Ukena Family Tennis complex. In addition, each of the courts were named for donors making monetary contributions. Donors were also recognized in the way of pavers in a plaza located near the tennis courts. Staff was unable to determine if there was any time commitment for these naming rights.

The Ames Community School District is now in the process of building a new tennis court complex at its 24th Street location. This complex will include eight tennis courts, spectator seating, storage buildings, and potentially lights (yet to be determined).

The City Manager corresponded with the Ames Community Schools Superintendent regarding this matter and is shown in Attachment E. The Ames Community Schools Superintendent's response is Attachment F. These items were sent to the City Council and Council referred this matter to staff in order to develop a recommendation to bring back to Council.

CURRENT TENNIS COURTS AND USAGE:

Currently, the City of Ames owns and operates 20 tennis courts. These include eight courts at Ames High School and four courts each at Brookside Park, Inis Grove Park, and Emma McCarthy Lee Park. Attachment G shows when courts are being used for Parks & Recreation lessons, community pickleball groups, community tennis groups, or High School Tennis Teams. The court use is shown for the spring, summer, and fall as there are differences between the three seasons. Staff contacted various groups to determine if and when they use any of these courts and the information received is reflected in the attachment.

ISSUES:

As a decision is made regarding the current tennis courts at the High School, there are several issues to consider.

1. **Current Agreements** – The current Tennis Court Complex Joint Use Agreement expires on March 12, 2023 and the City has a perpetual easement for the property on which the courts are located. The School District passed a referendum in April 2018 to proceed with building a new high school and the District now desires the tennis courts to be demolished before proceeding with construction. Once the District's new courts are constructed and operational, estimated to open in spring 2019, the District will not have a need for the current courts for its team tennis program.
2. **Demolition** – The School District has inquired about the City's willingness to assist with the cost of demolishing the courts. Nothing in the current Joint Use Agreement obligates the City to remove the courts from the High School property once the Joint Use agreement expires or to help for the demolition of these courts.
3. **New District Owned Courts** – The School District has offered to enter into a new joint use agreement with the City for the use of their new courts at the 24th Street site. They have indicated that the new agreement would be similar to the current agreement except the District would own the courts and provide access to the City for Parks & Recreation programs in exchange for the City sharing in the cost of capital improvements, operations, repair, replacement, and maintenance.

PARKS & RECREATION COMMISSION RECOMMENDATION:

This topic was discussed at the Parks & Recreation Commission meeting at its March 22, 2018 meeting and then the Commission made a formal recommendation at its May 17, 2018 meeting. Commission commented that it appears Parks and Recreation does not need the courts for programming purposes and, therefore, the City should not enter into a cost sharing agreement for the District's new courts on 24th Street. Commissioners stated funds could be used for other needs within the Department. It was also mentioned that the City and the School District are not partnering on a new pool and it seems like a good time to end the partnership regarding tennis courts.

At the May meeting, the Commission recommended to the City Council that current tennis court agreements with the School District be terminated and the staff be directed not to negotiate a new agreement with the School District regarding shared use of the new District-built tennis courts on 24th Street.

ALTERNATIVES:

- 1) The City Council can decide to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose **not** to negotiate a joint use agreement for the new courts at the 24th site **nor** contribute to the demolition of the High School courts.
- 2) The City Council can decide to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose to negotiate a joint use agreement for the new courts at the 24th site, but **not** contribute to the demolition of the High School courts.
- 3) The City Council can decide to agree to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose **not** to negotiate a joint use agreement for the new courts at the 24th site, but contribute to the demolition of the High School courts.
- 4) The City Council can decide to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose to negotiate a joint use agreement for the new courts at the 24th site as well as contribute to the demolition of the High School courts.
- 5) The City Council can decide not to terminate the existing High School Tennis Court Joint Use and Easement Agreements at this time.

This action would inhibit the School District's plans to proceed with the construction of the new High School which was overwhelming approved in a recent bond referendum.

CITY MANAGER'S RECOMMENDED ACTION:

When the current agreement was developed in 1998, a 25 year agreement made sense. However, now that the School District is going to construct a new high school along with a new pool on the site of the existing tennis courts, it is appropriate to terminate the current agreement so as to not impede the School District's construction plans.

The District has indicated the tennis complex will be made available to the public when not being used for school activities. Therefore, even after the

current high school courts will be demolished, the Ames community will still have 20 courts available for public use with the addition of the District's eight new courts at the 24th Stree site. Attachment G shows there is currently a significant amount of "open court" time for people to play tennis or pickleball.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, which is supported by the Parks and Recreation Commission, to terminate the existing High School Tennis Court Joint Use and Easement Agreements with the Ames Community School District and choose not to negotiate a joint use agreement for the new courts at the 24th site nor contribute to the demolition of the High School courts.

Should the City Council desire a more formal commitment to public use of the new tennis courts at the 24th Street site, then the recommendation to terminate the existing contracts could be contingent on the School District entering into a long-term agreement with the City in regards to this issue.

INST. NO. 98-03394
 STORY COUNTY, IOWA
 FILED FOR RECORD
 1033 AM MAR 23 1998
 SUSAN L. VANDE KAMP, Recorder
 Recording Fee \$ 21.00
 Auditor's Fee \$ _____

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DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
 Prepared by: John R. Klaus, City of Ames Legal Department, 515 Clark, Ames, Iowa 50010 (Phone: 515-239-5146)

SCHOOL/CITY TENNIS COURTS DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into effective the 12th day of March, 1998, by and between the CITY OF AMES, IOWA (hereinafter called "City") and the Ames Community School District (hereinafter called "School"), pursuant to the provisions of Chapter 28E, Code of Iowa,

WITNESSETH:

WHEREAS, the City and the School desire to provide a facility consisting of not less than eight tennis courts appropriate for recreational tennis and tennis programs of each (the Facility); and

WHEREAS, the City and the School desire to make an agreement for the financing and construction of the Facility;

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

1. Ownership. The Facility shall be located on land owned by the School and described and shown on the plat attached hereto as Exhibit A. The land on which the Facility is located (the Site) shall remain the property of the School, but the Facility shall be owned by the City.
2. Design and Construction. The City shall award contracts for the design and construction of the Facility in accordance with and subject to the provisions of this agreement. Plans and specifications for the Facility shall be approved by both the City and the School prior to advertising for bids.
3. Bidding and Approval. The City shall obtain bids for the construction of the Facility and, after obtaining the concurrence of the School, may award a contract to the lowest responsible bidder. The City shall retain the right to reject all bids, and in that case will seek and obtain the concurrence of the School on any further solicitation of bids for construction of the Facility.

4. Funding of Costs. The anticipated total cost for design, site preparation, construction work and construction supervision with respect to the Facility is \$300,000, but it is understood that the actual total cost amount may be more or less than the anticipated total cost. The City has appropriated \$100,000 as its contribution to the aforesaid costs, and the City shall have no obligation to the School to contribute a greater amount, but it is recognized and understood that as the contracting party, the City shall have a contractual liability to the providers of services that give rise to the said costs. The School shall appropriate the funds required to pay the balance of the said costs in excess of \$100,000. The City's \$100,000 shall be expended to pay the first \$100,000 of the said costs incurred. When the City's \$100,000 appropriation has been expended for payment of the said costs, all remaining costs shall be the responsibility of the School. The School shall discharge this responsibility by paying to the City, at least ten days in advance of the due date of any payment of such costs, so much money as is needed for that payment. The City shall then timely apply the funds received from the School to payment of the costs then due. Expenditures by the City for such costs in excess of \$100,000, if any, shall be fully reimbursed to the City by the School within thirty days of written notice to the School by the City of the amount to be paid if that amount was not paid to the City in advance as aforesaid.

5. Regulations and Permits. The Facility shall be constructed in accordance with City regulations pertaining to plumbing, electricity, fire safety and building construction standards. Permits shall be issued in the name of the City.

6. Design. The City shall select the design professional. The City shall consult with the School with respect to such selection, and shall select a design professional acceptable to both the City and the School. Attached hereto as Exhibit B is a general description of the contemplated Facility which shall state the requirements for the design professional's work. The design professional shall be required by the City to prepare and deliver to the City the following: (a) Schematic Design Documents, and (b) Construction Documents. The Schematic Documents shall include site plans, elevations, sections and outline specifications. The Schematic Documents shall be submitted to the School for review and comment. After the School and the City review and consult on the Schematic Documents, the City will give direction to the design professional for preparation of the Construction Documents, which shall be all drawings and specifications necessary to set forth in detail all requirements for the bidding and construction of the Facility. The cost of the design professional shall be included in the costs funded pursuant to paragraph 4 above.

7. Construction. One or more contracts for the construction of the Facility and its appurtenances shall be awarded by the City in accordance with the terms of this agreement, and with applicable statutory procedures and requirements for competitive bidding on building and construction work, in accordance with customary and usual City contract terms, including reasonable and prudent provisions with respect to insurance.

The City may make construction supervision a task called for under the arrangements made by the City for design services. The costs of construction supervision, no matter how provided, shall be funded pursuant to paragraph 4 above.

8. Defaults and Remedies. If the City shall fail to pursue diligently the construction of the Facility for more than sixty (60) consecutive days; or, if the City shall commit any other material breach of this Agreement which remains uncured for a period of thirty (30) days after receipt of written notice from the School specifying in reasonable detail the nature of the breach and the action required to cure, then the City shall be in default of this Agreement. In the event of such default, the School may sue for specific performance and actual damages. The School hereby expressly waives any right it may have to terminate this Agreement upon an event of default by the City.

If School shall fail to make the Site available to the City or the contractors of the City; or, if the School shall fail to pay the sums as aforesaid for costs in accordance with the terms of this Agreement; or, if School shall commit any other material breach of this Agreement which remains uncured for a period of thirty (30) days after receipt of written notice from the City specifying in reasonable detail the nature of the breach and the action required to cure, then the School shall be in default of this Agreement. In the event of such default, the City may sue for specific performance and for actual damages. The City hereby expressly waives any right it may have to terminate this Agreement upon any event of default by the School.

9. Administrator. The Administrator for this joint undertaking, responsible for administering all tasks called for under this Agreement, shall be the City's Director of Parks and Recreation.

10. Progress Reports. The Administrator shall cause to be delivered to the School monthly reports to set forth: (1) the total costs incurred in connection with the design and construction of the Facility through the date of each report, (b) all material items of work remaining to complete the project and the estimated cost thereof, and (c) the status of any litigation affecting the progress of work on the Facility or having potential impact on the cost thereof.

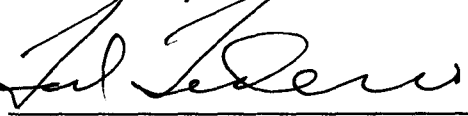
11. Inspection Rights of School. The School shall have the right at all times during normal business hours to review the Construction Documents and to inspect the progress of the construction of the Facility and its appurtenances.

12. Final Adjustment of Funding. When the City has by action of its governing body accepted completion of all work contracted for the Facility and its appurtenances, and all costs have been paid, the Administrator shall make a final report of all expenditures. Any payments required of either party to conform to the terms of this agreement shall be made within thirty days after receipt of the final report of all expenditures.

13. Duration. This Agreement shall be in effect on and after the date first above written until all work contemplated by the agreement, and all payment required by the agreement, is complete and accepted by the City.

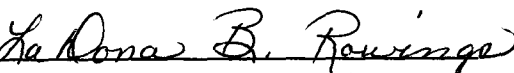
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

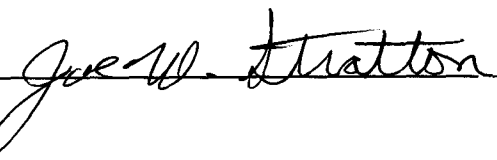
CITY OF AMES, IOWA

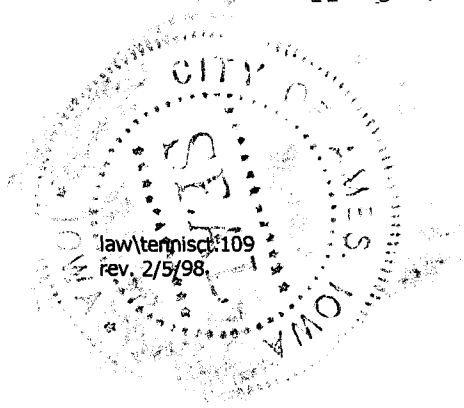
By: 
Ted Tedesco, Mayor

Attest: 
Jill Ripberger, Acting City Clerk

AMES COMMUNITY SCHOOL DISTRICT

By: 

By: 



INST. NO. 98-11056
STORY COUNTY, IOWA
FILED FOR RECORD 155
~~AM~~ AUG 07 1998 PM CSW

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INDEXED

RETURN TO:

City Clerk's Office

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

SUSAN L. VANDE KAMP, Recorder
RECORDING FEE \$ 11.00
AUDITOR'S FEE \$

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Prepared by: John R. Klaus, City of Ames Legal Department, 515 Clark, Ames, Iowa 50010 (Phone: 515-239-5146)

ANCILLARY AGREEMENT SCHOOL/CITY TENNIS COURTS

THIS AGREEMENT, made and entered into effective the 14th day of JULY, 1998, by and between the CITY OF AMES, IOWA (hereinafter called "City") and the AMES COMMUNITY SCHOOL DISTRICT (hereinafter called "School"), pursuant to the provisions of Chapter 28E, Code of Iowa,

WITNESSETH:

WHEREAS, City and School have entered into a SCHOOL/CITY TENNIS COURT'S DEVELOPMENT AGREEMENT effective the 12th day of March, 1998, hereinafter called the "Development Agreement"; and

WHEREAS, the City has solicited and received sealed bids for the construction of tennis courts in accordance with the provisions of the said Development Agreement; and,

WHEREAS, City and School now desire to make an ancillary agreement with respect to the matter of "change orders" during the performance of a contract awarded by the City for construction work pertaining to the said tennis courts;

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

1. It is understood that pursuant to the provisions of the General Conditions of the City construction contract documents that the amount payable to the construction contractor by the City may ultimately be more or less than the bid amount for which the City awards the construction contract; and, that School has, by virtue of the Development Agreement, an obligation of reimbursement to the City on the basis of any such greater amount paid by the City to the construction contractor. However, the City shall not authorize any cost increase under the construction contract until after the City Director of Parks and Recreation has conferred with the Superintendent of Schools.

2. It is understood and agreed that School shall have no obligation of reimbursement to the City with respect to any increase in cost under the said construction

contract, that is not pertinent to an item of work stated as a "BASE BID" item on page 25 of the said construction contract Invitation to Bid, after removal of "DEDUCT Alternate Bid Items" stated on page 26 of the said Invitation to Bid.

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

CITY OF AMES, IOWA

By: 
Ted Tedesco, Mayor

Attest:

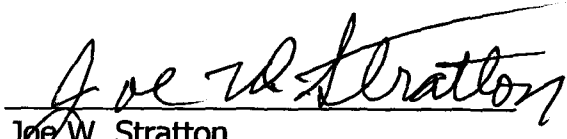
By: 
Jill Ripperger, City Clerk

law/tennist.709

AMES COMMUNITY SCHOOL DISTRICT

By: 
LaDona B. Rowings

Attest:

By: 
Joe W. Stratton

INST. NO. 98-03396

STORY COUNTY, IOWA

FILED FOR RECORD

1035

AM MAR 23 1998 PM

SUSAN L. VANDE KAMP, Recorder

Recording Fee \$

11.00

Auctioneer's Fee \$

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Prepared by: John R. Klaus, City of Ames Legal Department, 515 Clark, Ames, Iowa 50010 (Phone: 515-239-5146)

**GRANT OF EASEMENT BY THE
AMES COMMUNITY SCHOOL DISTRICT
TO THE CITY OF AMES, IOWA
FOR THE CONSTRUCTION, OPERATION AND
MAINTENANCE OF TENNIS COURTS
AT THE SITE OF AMES SENIOR HIGH SCHOOL**

THIS GRANT OF EASEMENT, made this 12th day of March, 1998,
by THE AMES COMMUNITY SCHOOL DISTRICT (the "Grantor") to the CITY OF AMES,
IOWA (the "Grantee")

WITNESSETH THAT:

WHEREAS, Grantor is the owner, in fee simple, of real property described in Exhibit A attached to and made a part of this Grant of Easement (the "Premises"); and,

WHEREAS, Grantor and Grantee mutually desire to have constructed, operated and maintained by the Grantee on the said Premises not less than eight tennis courts; and,

WHEREAS, Grantees desire to have a perpetual easement over and on a portion of the Premises (the "Easement Parcel") for the purpose of constructing, improving, repairing, maintaining and operating not less than eight tennis courts and associated improvements, all as shown and described on the aforesaid Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the sum of \$1.00 and other good and valuable consideration, sufficiency of which is acknowledged, Grantor conveys to Grantee, its successors and assigns, subject to the terms and conditions herein stated, the perpetual right, privilege and easement to construct, improve, repair, maintain and operate for the use and benefit of the public, not less than eight tennis courts and associated improvements on the Easement Parcel, with rights of public access, ingress and egress, on, over and across the Premises all as shown and described on the attached Exhibit A.

Grantor further grants a temporary right, easement and privilege to Grantee to enter upon the Premises and store materials, tools, machinery, equipment and surplus excavation upon the Premises, for and during the period of, and to the extent reasonably necessary to effectuate, any such initial or subsequent construction, reconstruction improvement, repair or maintenance of the said tennis courts and associated improvements.

The foregoing grants of easement shall, however, at all times be subject to the following terms:

1. Grantee shall notify grantor in writing prior to commencement of the initial or any subsequent construction or reconstruction of the said tennis courts or associated improvements.

2. Upon completion of the initial construction of the said tennis courts and associated improvements, and upon completion of any subsequent reconstruction, replacement, improvement, repair or maintenance, Grantee shall, at no expense to Grantor except as Grantor shall have agreed to in advance, restore or have restored the Premises to the same condition which existed immediately prior to the commencement of the activities by Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee executed this easement by signature of their duly authorized representatives as of the date first above written.

**AMES COMMUNITY
SCHOOL DISTRICT**

CITY OF AMES, IOWA

By: Kathleen D. Roussing

By: Ted Tedesco
Ted Tedesco, Mayor

law/tennis.109
rev. 1/16/98

INST. NO. **98-03395**
 STORY COUNTY, IOWA
 FILED FOR RECORD
 1034 AM MAR 23 1998 *PM*
Susan L. Vande Kamp
 SUSAN L. VANDE KAMP, Recorder
 Recording Fee \$ 21.00
 Auditor's Fee \$ _____

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DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
 Prepared by: John R. Klaus, City of Ames Legal Department, 515 Clark, Ames, Iowa 50010 (Phone: 515-239-5146)

TENNIS COURT COMPLEX JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into effective the 12th day of March 1998, by and between the **CITY OF AMES, IOWA**, hereinafter called "City" and the **AMES COMMUNITY SCHOOL DISTRICT**; hereinafter called "School", pursuant to Chapter 28E, Code of Iowa,

WITNESSETH:

WHEREAS, the City will construct and be the owner of, an eight-court tennis complex on the Premises of the Ames Senior High School (see attached easement); and,

WHEREAS, it is desired that there be an agreement for joint and cooperative efforts relative to tennis courts;

NOW, THEREFORE, the parties hereto, pursuant to and in accordance with the provisions of Chapter 28E the Code for joint exercise of governmental powers, have agreed and do agree as follows:

1. Site-Access Parking. The School will provide the site on the High School campus that is the location of the subject tennis courts, together with rights of access for ingress and egress thereto. Persons employed by the City or its contractors to work at the tennis courts and any persons allowed to use the tennis courts shall have the right to use the High School parking lot. Specifically, those six (6) parking spaces located in the main parking lot that are closest to the tennis courts shall be reserved, during the period of April 1 to November 1 of each year, for members of the general public using the tennis courts
2. Tennis Programs. The task of planning a mutually agreeable program for the joint and cooperative use of the subject tennis courts by the City and School shall be and is hereby delegated to the administrative personnel that each shall designate.

3. Administration. The City's Director of Parks and Recreation or designee shall be responsible for administering the joint and cooperative undertaking represented by this agreement. By way of specification but not limitation the same person shall have sole responsibility for operation, maintenance, and capital improvements of the tennis courts.

The responsibility for operation and maintenance shall include nets, poles, court surface, and lighting. Trash removal at the tennis courts shall be the responsibility of the School. In the discharge of the said administrative responsibility there shall be maintained and made available for inspection, detailed cost accounting records of all expenditures.

4. Tennis Staff. The School shall provide and pay for such attendants or instructional staff as the School deems appropriate when the School is using the tennis courts. The City shall provide and pay for such attending staff as the City deems appropriate when the City is using the tennis courts.
5. Time Sharing. It is expressly agreed that in the scheduling and programming of the high school site tennis courts, the School shall have use of six (6) of the eight (8) courts during school hours, until 3:00 p.m., while school is in session, and until 6:00 p.m. during the scheduled practice season(s) for the girls' and boys' high school tennis teams. The City will be responsible for scheduling and programming the tennis courts from the end of School use until 10:30 p.m. on weekdays, all day on weekends, holidays, and during vacation periods. During evening hours and vacation periods, the School system shall have the right to occasional use of the tennis courts on a schedule agreed to by both parties. During the girls' and boys' tennis season(s), Ames High School interscholastic tennis competition events shall preempt scheduled City recreation programs. When reasonably possible, the Activities Director of School shall give a two-week notice to the Recreation Superintendent of City for any interscholastic tennis events that were not anticipated or planned at the time of said schedule recognizing that events postponed due to weather and other exigent circumstances may need to be rescheduled on an emergency basis. However, reasonable efforts to schedule events in advance will be made in order to allow for efficient operations on the part of the City.

With respect to tennis courts at Brookside Park, the School shall have the right to pre-empt any other users during the interscholastic tennis season between the hours of 3:00 p.m. and 6:00 p.m. daily.

6. Cost Sharing. All costs of capital improvements, operations, repair, replacement, and maintenance at the high school site tennis courts, including by way of specification but not limitation, all costs of electricity, and water, shall be shared on a basis of one-half (1/2) by the School and one-half (1/2) by the City. Costs of capital items which are built or affixed to the tennis court site in a manner intended to be permanent shall be shared unless used only by one party hereto. Costs for capital

items which are used exclusively by one party for its programs only shall not be shared. The City staff, in conjunction with School staff, shall prepare a proposed operating budget including capital improvements not later than October 1 of each year. That budget is subject to the approval of the governing bodies of both the City and the School.

Unbudgeted capital improvements and repairs pertaining to the tennis courts which are estimated to cost \$5,000 or more shall not be done without the prior written approval of duly authorized representatives of both the City and the School.

The School shall pay to the City \$2,500 on or before July 1 of each year for a period of ten years as the School's contribution to the costs of the Brookside Park tennis courts.

7. Insurance. Each party shall purchase at their own expense such policies of insurance with respect to the subject tennis courts and its use as they shall each deem prudent for their needs and interests. Insurance premiums shall not be a shared cost. In this regard it is expressly understood and agreed that the tennis complex, the fencing, lighting, bleachers, storage building, and all other built-in or attached fixtures pertaining to the tennis complex facility are the property of the City.
8. Fees/Rules. The City may establish charge and retain reasonable court rental fees and admission charges for use of the tennis courts as a City recreation facility. The School may establish, charge, and retain reasonable fees and admission charges while the tennis courts are in use by the School. The City shall establish written rules and policies for use of the tennis courts as a City recreation facility, which shall be posted in a conspicuous place at the tennis courts and otherwise made available to the public at all times. The School may establish and promulgate such rules for School program use of the tennis courts as it deems appropriate.
9. Signage. The City shall construct a sign at the tennis courts stating that the facility is owned and managed by the City of Ames Department of Parks and Recreation and that the public is welcome.
10. Restrooms. The School will make the restrooms located in the northeast corner of the football stadium available to the public at all times that the tennis courts are open to the public from April 1 to November 1; or, as an alternative the girls softball diamond restrooms will be made available as aforesaid.
11. Duration. This agreement shall be in full force and effect for a period of twenty-five (25) years from and after the date first above written.
12. Public Telephone. The School shall provide the general public access to a pay telephone for use by the public in the vestibule area of Ames High School between Municipal Pool and the gymnasium.

13. Amendments. During its term, the provisions of this agreement may be amended or made more specific by means of signed and dated written addenda approved and executed by mutual agreement of the parties in the same manner as the basic agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representatives.

**AMES COMMUNITY
SCHOOL DISTRICT**

LaDonna D. Rowings
LaDonna Rowings, Board President

Joe W. Stratton
Joe W. Stratton, Board Secretary

CITY OF AMES, IOWA

Ted Tedesco
Ted Tedesco, Mayor

Jill Ripperger
Jill Ripperger, Acting City Clerk

law\school.108
rev. 2/4/98



Attachment E

March 12, 2018

Dr. Tim Taylor, Superintendent
Ames Community School District
2005 24th Street
Ames, Iowa 50010

Dear Tim:

I read in the Ames Tribune that the School District is moving ahead with plans to build a new tennis court complex at your 24th Street site. Since the City currently owns the tennis complex on the High School site, I am not sure how your new project will impact our recreation programming. I realize you are very busy planning for the upcoming bond referendum and preparing for retirement, but I would appreciate meeting with you in the near future to discuss your thoughts about this issue.

By way of background information, back in 1998 the City was approached by the School District representatives and parents of the Ames High tennis team complaining about a lack of courts in one location to accommodate all of the matches. At that time, the High School tennis matches had to be split between two City parks.

Under the leadership of Jami Larson, a group of parents raised \$200,000 to construct a sufficient number of courts to accommodate High School tennis matches at one site. In addition, the Ames City Council agreed to contribute \$100,000 towards this project. This partnership for the eight court tennis complex at the High School site was finalized by the Ames Community School Board and Ames City Council in March 1998 with the approval of the School/City Tennis Courts Development, Easement, Ancillary, and Tennis Court Complex Joint Use agreements.

These agreements stipulated that the City would design, construct, and own the new tennis complex which would sit on School District property. As highlighted below, Paragraph 5 of the Joint Use Agreement specifies how the facility will be shared by both parties.

"It is expressly agreed that in the scheduling and programming of the high school site tennis courts, the School shall have use of six (6) of the eight (8) courts during school hours, until 3:00 p.m., while school is in session, and until 6:00 p.m. during the scheduled practice season(s) for the girls' and boys' high school tennis teams. The City will be responsible for scheduling and programming the tennis courts from the end of School use until 10:30 p.m. on weekdays, all day on weekends, holidays, and during vacation periods. During evening hours and vacation periods, the School system shall have the right to occasional use of the tennis courts on a schedule agreed to by both parties. During the girls' and boys' tennis season(s), Ames High School interscholastic tennis competition events shall preempt scheduled City recreation programs. When reasonably possible, the Activities Director of School shall give a two-week notice to the Recreation Superintendent of City for any interscholastic tennis events that were not anticipated or planned at the time of said schedule recognizing that events postponed due to weather and other exigent circumstances may need to be rescheduled on an emergency basis. However, reasonable efforts to schedule events in advance will be made in order to allow for efficient operations on the part of the City."

Since I have not heard about any public discussions regarding how the School District intends to deal with its current obligation to the City regarding the High School tennis complex, I thought it would be important for us to meet to discuss a possible joint recommendation to the School Board and City Council.

Please give me a call so we can schedule a meeting.

Sincerely,

Steven L. Schainker
City Manager

C: Keith Abraham, Director of Parks and Recreation



March 26, 2018

Mr. Steve Schainker
City Manager
City of Ames

From: Tim Taylor
Superintendent
Ames Community Schools

Dear Steve:

As you are aware, the Ames Community School District is set to begin construction of eight new tennis courts on school property on 24th St. Through the use of physical plant and equipment levy funds, construction is set to begin this summer with completion of the project by spring, 2019.

The District is also planning for the construction of a new high school building (should the referendum pass on April 3, 2018) on the current high school site. This would impact the existing City-owned courts on the Ames High School site and an existing School/City Tennis Court Complex Joint Use Agreement from March 12, 1998. The terms of the existing agreement extend to March 12, 2023.

As a result of our conversation of March 23, 2018, the School District is offering options should the City wish to maintain court availability for Parks and Recreation programming.

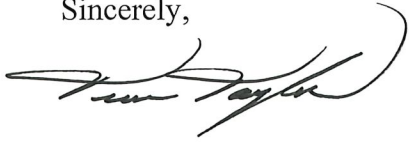
Those initial options would terminate the current agreement, negotiate demolition costs of the City-owned courts on the high school site and necessitate:

1. Negotiations to modify and change the ownership of the courts to the Ames Community School District while maintaining joint cost sharing of capital improvements, operations, repair, replacement, and maintenance of the new District-built courts on 24th St. and terms of a mutually agreeable program for the joint and cooperative use of the new tennis facility.
OR
2. Terminating the agreement should the City feel it does not need involvement in additional tennis courts to support their programming and free the City from any financial obligations relative to the District owned courts. The Board of Education of the Ames Community Schools has always been open to the idea of public use

of school facilities and intends to make the tennis courts available for public use when being used for school activities.

Please let me know if you have additional suggestions that we can discuss.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Taylor", with a large, sweeping flourish extending from the end of the name.

Tim Taylor, Ph.D.

Supt.

Ames Community Schools

TENNIS COURT USAGE

IG-Inis Grove

BS-Brookside

EML-McCarthy Lee

AHS-High School

SPRING

Lessons

Pickleball Groups

Tennis Groups

High School Teams

[illegible]

TENNIS COURT USAGE

SUMMER	IG-Inis Grove				BS-Brookside				EML-McCarthy Lee				AHS-High School			
	Lessons				Pickleball Groups				Tennis Groups				High School Teams			
	SUNDAY				MONDAY				TUESDAY				WEDNESDAY			
	IG	BS	EML	AHS	IG	BS	EML	AHS	IG	BS	EML	AHS	IG	BS	EML	AHS
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*A tennis group uses 3-4 courts while at the same time Parks & Recreation offer tennis lessons on 3-4 courts.

ITEM #: 45
DATE: 06/12/18

COUNCIL ACTION FORM

SUBJECT: AMES URBAN FRINGE PLAN AMENDMENT FOR TWO PROPERTIES IDENTIFIED AS 3554 NORTH 500TH AVENUE.

BACKGROUND:

Hunziker Companies is the applicant representing property owners Clara Whatoff and Martha Nordyke for a minor amendment to the Ames Urban Fringe Plan Land Use Framework Map for two parcels of land within the boundaries of the Ames Urban Fringe. The two parcels are located on the east side of North 500th Avenue (County Line Road) at the intersection with Onion Creek, approximately 3/4 miles north of Ontario Street. *(see Attachment A & Attachment H)*. **The proposed change is to Ames Urban Fringe Plan to change the land use designation to Rural Residential for both parcels to accommodate the construction of three new homes along with retention of the existing farmstead site on the north parcel.**

The Ames Urban Fringe Plan is a shared land use plan cooperatively developed by Story County the City of Ames and the City of Gilbert made possible through a 28E intergovernmental agreement that addresses land within two miles of the City. The 28E Agreement lays out processes for annexation, subdivision, plan review and amendments for lands within the Fringe Area, area within two miles of the City. The Urban Fringe Plan has two important layers of policies that are depicted on a Land Use Class map and a Land Use Framework map. The Land Use Class map designates property as one of three designations that then defines how subdivisions are reviewed and what type of land may be annexed into a City. The Land Use Framework Map identifies the types of acceptable uses in the Fringe area that match corresponding development policies of the Fringe Plan.

The current Ames Urban Fringe Plan land use designations of these properties are Agricultural and Farm Services (AFS) on the north parcel and Urban Residential (UR) on the south parcel. Natural Area also exists on both parcels adjacent to Onion Creek. The two land use framework classes are Urban Service Area for the south and Rural Service and Agricultural Conservation Area to the north of Onion Creek.

Agricultural and Farm Services (AFS) is intended to allow for agricultural uses and accessory uses with scattered sites for residential dwellings on existing large lots. Urban Residential is intended for eventual annexation to the City for development at urban densities with centralized urban infrastructure such as wastewater and water services. The proposed Rural Residential amendment allows for residential uses that are situated in a compatible setting with agricultural uses on large lots, with a maximum density of one dwelling per acre, but no minimum density is required. The Rural

Residential designation is also for area that is not intended to be annexed into the City. A more complete description on the land use designation with excerpts of the text are included in Attachments D,E,F, and G. The Land Use Class Framework Map is included as Attachment H. The full text of the Fringe Plan is available on the Ames Planning Division website at <http://www.cityofames.org/planning>.

Under the current land use designations, the north parcel is designated Agricultural and Farm Services (AFS) and Natural Area and is never intended to be annexed or developed at urban standards or serviced by urban infrastructure. This property currently already contains a home that was constructed as a farmstead to this property. The property is zoned A-1, the County's basic agricultural zoning district.

The south parcel contains some Urban Residential designation and Natural Area and is located at the far north and west end of the Urban Residential map designation for Ames along the Story and Boone County line and is located between Onion Creek on the north and an existing small rural subdivision on the parcel to the south. The Urban Residential designation requires annexation to the City prior to any subdivision or development. The parcel is zoned A-1 and could have one home constructed on the property under County standards and without City review of a subdivision. The Urban Residential designation for this site was a result of an evaluation of Northwest Growth Area that could be served by sanitary sewer line along Onion Creek. The developable area of the parcel is reduced by Natural Area from Onion Creek. There is currently no home on this parcel.

The proposed change is a unique request to consider removing a parcel of land from a designated area intended for Urban Services by the City and to also designate the parcels as Rural Residential to allow for two additional homes to be built compared to what is permissible under the current County zoning. The Fringe Plan has multiple goals of planning for urbanization, protecting farmland and natural resources, and allowing for some rural development. Two distinct policy issues apply to the request. These issues are related to Goal 2 of the Land Use Policy Plan of providing adequate land to meet population and employment targets of the City while also guiding the location and character of development to be compatible with natural resources and rural areas. **The first question is whether removing the land from Urban Service area for future annexation is appropriate and the second question is whether it is then appropriate to designate the sites Rural Residential to allow for the creation of additional home sites.**

Evaluation of the request has to be considered within the context of the current and proposed designations as there are no direct policies on changing from one designation to another. **Staff has some concerns on the precedent of isolated land use designation changes to create new home sites and recommends providing additional context for the evaluation by addressing specific issues concerning proximity to the City, growth areas of the City, access and transportation capacity to a site, and farmland and natural area preservation.**

Distance From Ames City Limits

The Rural Service and Agricultural Conservation Area policies explain that rural residential designations should be located a large distance from municipal services in RSACA Policies #4 & 5:

RSACA Policy 4: Permit agricultural/farmstead and strategically located rural residential development (areas at a large distance from municipal services) to use well water or other water systems in conformance with the standards of the Iowa Department of Natural Resources and respective County Boards of Health.

RSACA Policy 5: Permit agricultural/farmstead and strategically located rural residential development (areas at a large distance from municipal services) to use on-site wastewater treatment systems where soils provide adequate drainage and filtration in conformance with the standards of the Iowa Department of Natural Resources and respective County Boards of Health.

The parcels are located approximately 3/4 mile from the Ames City Limits in rural Story County. Staff views the distance the proposed Rural Residential designation to be located a large enough distance to meet RASCA policy standards 4 & 5. Plans to place urban sanitary sewer along Onion Creek have not yet been finalized as development of the Northwest Growth Area has not begun due to needed significant infrastructure extensions. The topography of the location also makes the extension of urban water and sewer difficult for economical service of low density development. **The change of the Urban Residential map designation of the south parcel is not seen to impede future land availability for annexation into Ames as part of the Northwest Growth Area. The north parcel is further removed from the City and is far enough from municipal services to be of no concern about future City growth at this time.**

Urban Residential Designation

The Urban Residential designation is located under the general Urban Service Area class in the Ames Urban Fringe Plan. The Urban Residential designation on the south parcel of the proposed map change was established as an area that the City of Ames has viewed as desirable to annex and develop at urban standards in the future as part of the larger Northwest Growth Area. The abutting properties to the south of this parcel are also in the Urban Residential land use designation and contain three rural homes built between 1999 and 2006. Annexation and development of the south parcel in this application can be seen to be unlikely due to its periphery location and the likely impediment of contiguous land for annexation due to the existing three home sites to the south.

Urban Service Area goal 4.2 requires that new urban development “*has adequate public facilities*”. The presence of the existing rural residential homes to the south make it unlikely that the south parcel the applicant is requesting the land use map designation

change for will be annexed. The isolated nature and topography of the property in the application makes service from urban infrastructure such as water and wastewater difficult and expensive. A large amount of Urban Residential land designation exists between the properties containing the homes to the immediate south and the current Ames City limits which is majority unbuilt on and allows for a generous area for future annexation and urban development by the City of Ames. This parcel could have a single new home constructed on it without a land use designation map change.

Staff does not believe that choosing to remove the Urban Residential land use map designation from the south parcel for Rural Residential in this application interferes with the Ames Urban Service area long term growth goals of the Northwest Growth Area.

Transportation Access and Capacity

The properties in the application for the map change are located along and have direct access from North 500th Avenue which is a paved concrete road maintained by Story County. Rural Service and Agricultural Conservation Area policy goal #6 states:

RSACA Policy 6: Limit development in areas that would create a need for the upgrade of roads before they are scheduled in the appropriate jurisdiction's capital improvements program. Where proposed development will potentially increase the traffic volumes in excess of the current road capacity, provide for the cost of road improvements at the time of development.

Serial development of home sites along county roads could disrupt the operations of the road and cause maintenance concerns for gravel roads. 500th Avenue is a paved road. Given that no road upgrades or existing service issues have been identified by Story County the proposed addition of three homes is not seen to create a negative impact on the circulation system. The County would evaluate site access through their subdivision and zoning permit process if the amendment is approved. **Staff views these conditions as accommodating future rural development at this location and is not seen as problematic to existing infrastructure.** If the proposed Rural Residential designation was to be developed at greater densities, there could be conflicts with road capacity.

Farmland Conservation- Land Evaluation Site Assessment (LESA) Ratings

Story County uses a process for determining suitability of land for division with the Land Evaluation Site Assessment (LESA) process. This process gives a rating to properties in the county based on specified criteria for land quality and suitability for farming. The scale for the LESA process ranges from 0-266 as the acceptable range to allow for division of property to lot sizes less than the A-1 minimum lots size of 35 acres. If the score for the exceeds 266, it is deemed otherwise agriculturally productive land division of the property for home site would not be permitted. Story County has completed a LESA assessment for both parcels in this application and has determined a score of 237 on the south parcel and 262 on the north parcel. These scores fall within the acceptable range for division of land to less than 35 acre sites. **This can be seen to**

support rural residential development as not being detrimental to agricultural production. The City has no specific policy on LESA for evaluating rural subdivisions.

Natural Areas

The Natural Area map designation currently extends over areas that are currently row crop areas particularly on the north parcel and as a result the applicant is proposing to reduce the amount of Natural Area shown on the map to more accurately reflect the row crop and actual Natural Area. Natural Areas are designated as providing habitat for wildlife, minimizing storm water runoff, stabilizing soils, modifying climactic effects and providing for visual attractiveness as well as providing some recreational purposes. The Natural Area designation was intended to be general in nature at the time the Fringe Plan was adopted and to provide some area of buffer between the natural resource and other activities. Creation of new lots within the Natural Areas is prohibited. Adjusting the Natural Area designation to more accurately reflect row crop areas can be found to be consistent with the Land Use Framework Map. The remaining Natural Area map designation is still adequate to protect Onion Creek and meet the goals of the Urban Fringe Area.

Planning and Zoning Commission Recommendation The Planning and Zoning Commission considered the request at a Public Hearing on May 16, 2018. The Commission discussed the implications of the change and how many homes could be constructed under each option. The Commission voted 6-0 to recommend approval of the proposed map change.

The Story County Planning & Zoning Commission reviewed and recommended approval of this item at their June 6th meeting. The Story County Board of Supervisors are scheduled to consider the request at their June 12th meeting.

The Gilbert City Council reviewed and approved this request at its May 21st City Council meeting.

ALTERNATIVES:

1. The City Council can approve a Minor Amendment to the Ames Urban Fringe Plan Land Use Class Map from Urban Service to Rural Service and Agricultural Conservation Area on the Land Use Framework Map to Rural Residential for both properties as requested by the applicant.
2. The City Council can approve a modified Minor Amendment to the Ames Urban Fringe Plan Land Use Class Map and Land Use Framework Map for the south parcel only, to Rural Service and Agriculture and Farm Service, with no change to the north parcel.

3. The City Council can deny the Minor Amendment to the Ames Urban Fringe Plan Land Use Framework Map to Rural Residential for both the properties.
4. The City Council defer action and request further information or analysis from the staff or the applicant.

CITY MANAGER'S RECOMMENDED ACTION:

The issues of rural subdivision adjacent to Ames has been a subject a handful of recent inquiries to both City and County staff. While the Land Use Policy Plan and its extension as the Ames Urban Fringe Plan provides general guidance on how to consider changes, much of the language in the Urban Fringe Plan also encourages conformance to the plan as it existed when drafted in 2006 and approved with a 28E agreement in 2011. There is very little relevant precedent with the City to consider the type of proposed amendment to Rural Residential.

However, after review of the policies in the Ames Urban Fringe Plan staff does not find that the plan prohibits permitting a Land Use Framework Map change. The proposed change and subsequent future subdividing for residential use could be viewed as not taking significant areas of the Agriculture and Farm Service area out of agricultural production. The Agriculture and Farm Service designation is a subclass of the Rural Service and Agricultural Conservation Area which permits residential property in rural areas at rural densities.

Furthermore, reducing a small amount of Urban Residential area is not seen as significantly impacting the future growth and development of the City of Ames given the nature of the property in question and the challenges in serving the property with urban services. Adjusting the Natural Area designation on both parcels to more accurately reflect row crop areas is reasonable when an adequate buffer is accommodated. The proposed remaining Natural Area map designation can be seen to be adequate to protect Onion Creek and meet the goals of the Urban Fringe Area. None of the row crop areas on the properties are within FEMA designated Flood Zones.

Staff notes that it is very important to the context of the proposed change that it is understood that the current A-1 zoning is seen as an implementing zoning district of the proposed Rural Residential land use designation and the change is not meant to justify a rezoning to a more intense category.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1 which is to approve the request to amend the

Ames Urban Fringe Plan Land Use Class and Framework Map for both the north and south parcel to Rural Residential. Although staff has some reservations on precedent for other sites seeking additional rural home sites, this recommendation is based upon the unique circumstances of this site and the limited development potential of two additional homes between the two parcels. If there were to be additional development under the Rural Residential designation staff would be unlikely to support the change in the designation for this site.

In the event the City Council doesn't find the proposed amendment to conform to the policies of the LUPP and the Fringe Plan it can choose to approve an amendment for one property and not the other or to deny the minor amendment in its entirety.

ADDENDUM

Request and Referral. On January 23, 2018, the City Council voted to initiate a Minor Amendment to the Ames Urban Fringe Land Use Framework Map, as requested by Chuck Winkleblack of Hunziker and Associates, on property owned by Martha Nordyke and Clara Whatoff of approximately 75.04 acres, divided between two parcels, designated as “Agriculture and Farm Service” in the Rural Service and Agricultural Conservation Area on the north parcel and “Urban Residential” in the Urban Service Area on the south parcel and located north of the corporate limits on the east side of North 500th Avenue along the Boone and Story County line. described as 3554 North 500th Avenue (*see Attachment A*).

Each parcel is described as follows:

- North Parcel is located at 3554 North 500th Avenue, and includes approximately 41.70 gross acres. A single family dwelling is located on this parcel built in 1900. There is approximately 6 acres of FEMA designated Flood Zone on the southeast portion of the property east of the existing single family dwelling. The portion located in the flood zone is all located in the “Natural Area” on the Ames Urban Fringe Land Use Framework Map (*see Attachment C*).
- South Parcel is located at 3554 North 500th Avenue, and includes approximately 33.34 gross acres. There is approximately 9 acres of FEMA designated flood zone on the eastern portion of the property, The portion located in the flood zone is all within the “Natural Area” on the Ames Urban Fringe Land Use Framework Map (*see Attachment C*).

Ames Urban Fringe Plan. The Ames Urban Fringe Plan designates this site as “Agriculture and Farm Services” and “Urban Residential”. To accommodate the request, an amendment must be made to designate this land as “Rural Residential.” The existing and proposed land use designations are each a subclass of the “Rural Service and Agricultural Conservation Area.” And “Urban Service Area”. This designation allows for development of residential property in rural areas within the Urban Fringe Area at rural densities and in areas where urban infrastructure may not be in place for a time after the Fringe Plan. This type of development style includes large lots with a maximum average density of 1 unit per acre. In general the lot size for scattered sites should be larger than one acre.

Zoning. The subject site is currently zoned A-1 by Story County. Staff notes that it is very important to the context of the change that it is understood that the current A-1 zoning is seen as an implementing zoning district of the proposed Rural Residential land use designation and the change is not meant to justify a rezoning to a more intense category.

Applicant's Statement. The applicant's Narrative for the Amendment to the Ames Urban Fringe Land Use Framework Map is included in Attachment C.

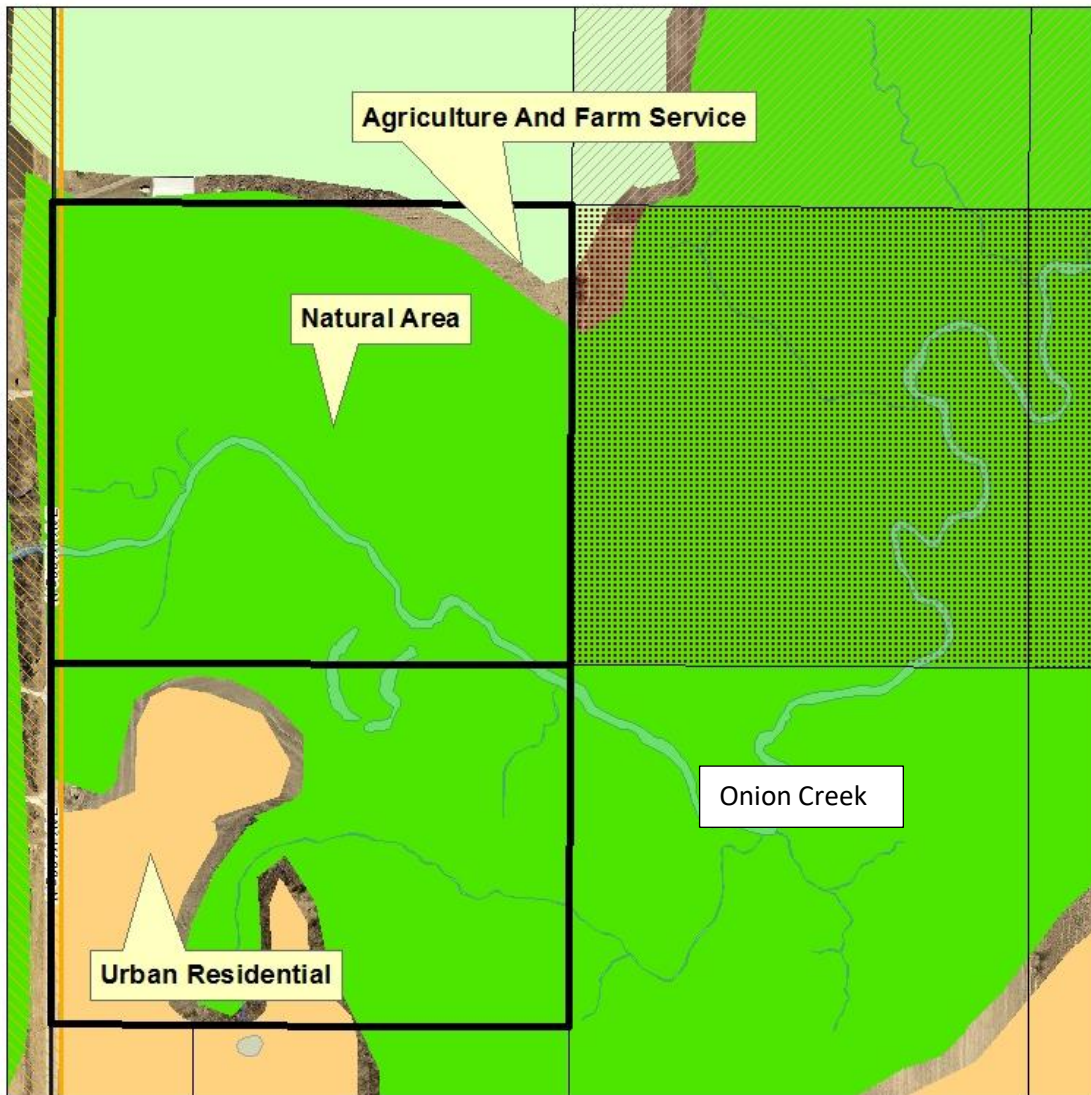
Amendment Considerations. The Land Use Policy Plan provides guidance on what considerations should be given for an amendment to the Land Use Policy Plan. When reviewing major and minor proposed amendments to the Land Use Policy Plan, consideration should be given to whether or not the proposed amendment is consistent with the Goals for the Urban Fringe. [Found in Attachment D.] These goals, and the related objectives below each goal, should apply to review of both minor and major amendments.

Traffic. The addition of two buildable lots, for a total of four lots in the subdivision, will result in a minimal increase in traffic volumes that exist on North 500th Avenue, providing access to the subdivision.

Public Utilities. The City of Ames does not extend public infrastructure beyond the corporate limits. No City public utilities will serve the parcels under consideration for a land use amendment, prior to annexation.

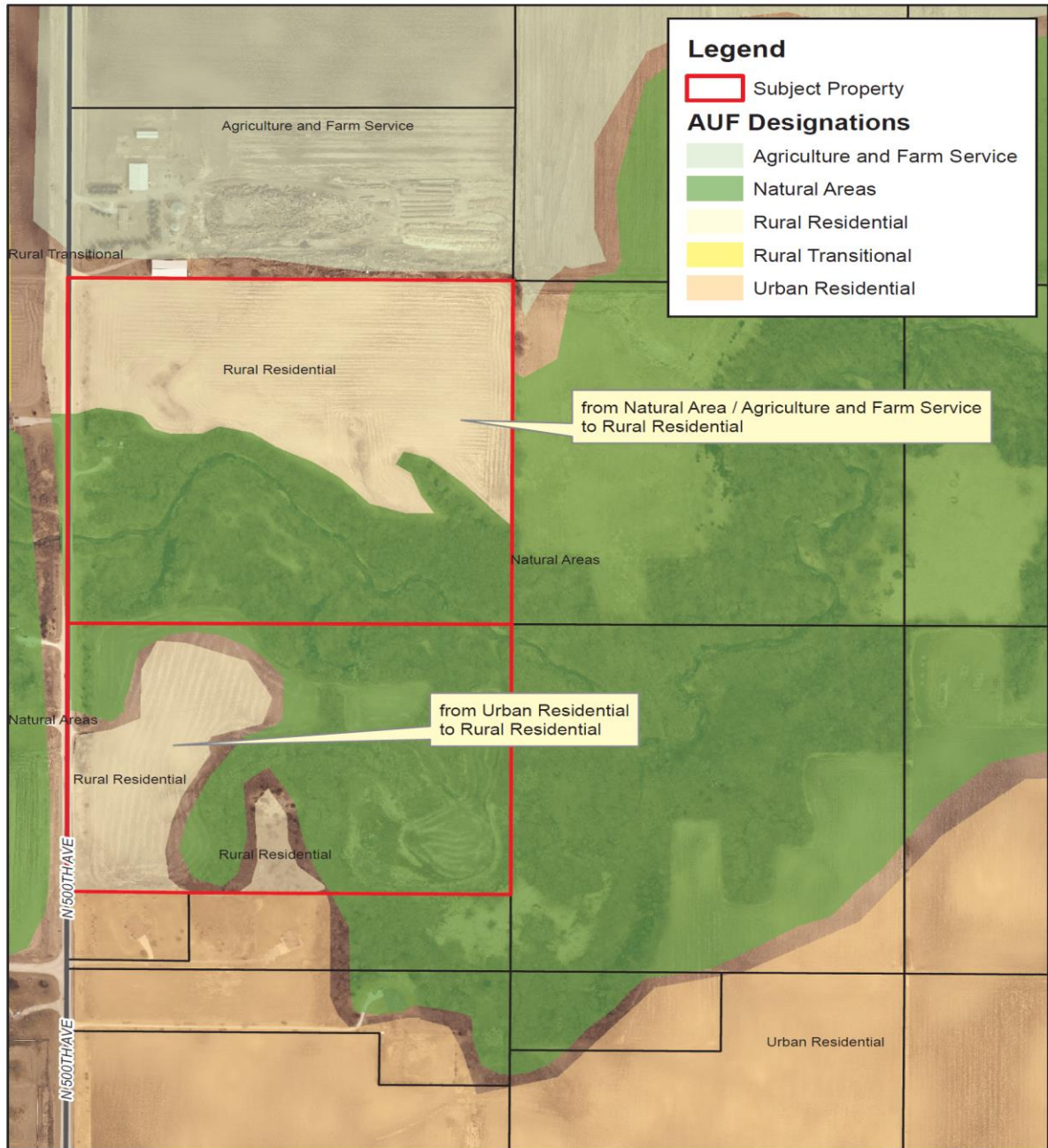
Natural Areas. The Rural Residential designation will not alter the intent of the Natural Area designation. The applicant has requested to alter the Natural Area to better reflect row crop production location. A change in the land use designation from "Agriculture and Farm Service" and "Urban Residential" to "Rural Residential" will maintain Natural Area along Onion Creek. Subdivisions within the Natural Area are prohibited.

Attachment A- Location Current AUF Land Use Designation



Current Land Use
3554 North 500th Ave

Attachment B-Proposed Land Use Designations



Proposed AUF Classification Change
3554 N 500th Ave

Attachment C- Applicants Narrative and Map

To: Justin Moore, Planner, city of Ames Planning and Housing Department

From: Chuck Winkleblack, Manager, Hunziker Companies

RE: Narrative for Whatoff property Urban Fringe plan amendment

Date: May 10, 2018

The Hunziker Companies represent a potential buyer for these two tracts of land totaling 75 acres on County line road located at 3554 N. 500th Ave. One house can be built on each parcel currently. The Buyer would like to change the configuration of the two existing parcels and be able to have four total building lots at the end of this process.

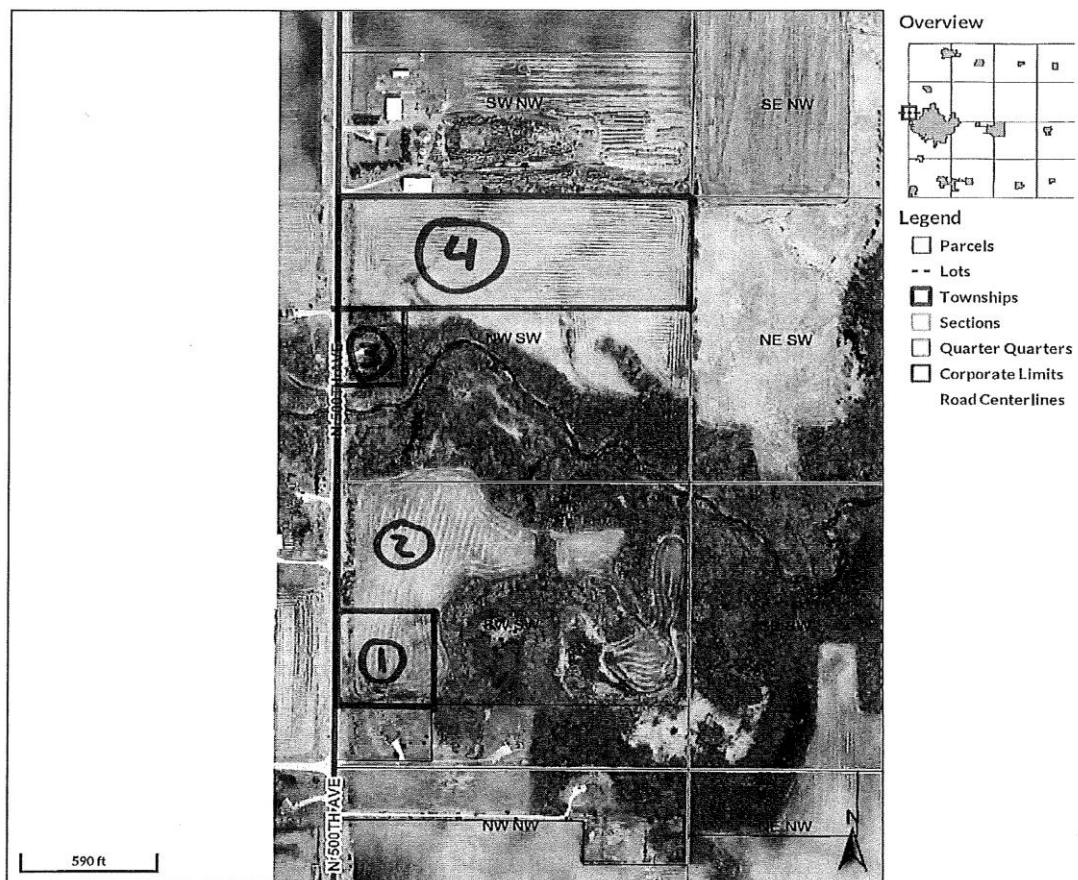
Attached is a map showing the approximate desired lot sizes and location. We believe that this configuration protects the natural areas and allows for two more houses to be built on the parcels than are currently allowed.

There is a current building site on lot 3. Lots 1 & 4 are all in areas that have been farmed in the past and not in any of the natural areas. Lot 2 will have a mix of natural area and farmed area.

It is our belief that this layout will be better for the environment by protecting the natural areas. It is likely that much of the area that has been farmed in the past will no longer be farmed when all four lots are developed thus providing better protection for the creek and reduce overall runoff into the watershed.

Attachment C (Cont.) Applicants Proposed Property Layout

 **Beacon™** Story County, IA / City of Ames



Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 5/10/2018
Last Data Uploaded: 5/9/2018 10:01:50 PM



Developed by
The Schneider Corporation

Lot 1 = 4 acres
Lot 2 = 52 acres
Lot 3 = 3 acres
Lot 4 = 16 acres

Attachment D: Common Goals for the Urban Fringe
(Excerpt from the Ames Urban Fringe Plan)

Common Goals for the Urban Fringe

The six principles discussed in the first section of this report guide the cooperation to plan and manage land uses in the Ames Urban Fringe, including intergovernmental coordination, prime agricultural land preservation, targeted growth, growth management, transitional land uses, and environmental protection. These principles are embodied in the following goals for the Urban Fringe.

Common Goal 1.1

To provide a balanced mix of land uses that is arranged to avoid conflicts and to maximize efficient delivery of municipal and county services and facilities.

Common Goal 1.2

To prevent premature development and preserve the most high value farmland in appropriate locations.

Common Goal 1.3

To provide a variety of housing opportunities in the Ames Urban Fringe in appropriate locations.

Common Goal 1.4

To provide adequate opportunities for commercial and industrial development in appropriate locations.

Common Goal 1.5

To coordinate development decisions with the efficient provision of public facilities and services.

Common Goal 1.6

To protect and preserve sensitive natural resources, including floodplains, woodland areas, wetlands, and other sensitive natural areas.

Common Goal 1.7

To secure a system of public and private open spaces throughout the Ames Urban Fringe that serves as a visual and recreational amenity.

Attachment E- Rural Residential AUF Policies
(Excerpt from the Ames Urban Fringe Plan)

RR Policy 1: This land use designation includes all single-family residential land uses/developments that involve maximum average net densities of one unit per acre.

RR Policy 2: Full urban infrastructure standards are not required. (Relates to RSACA Goal 2.6)

RR Policy 3: Decentralized wastewater treatment facilities and wells shall meet IDNR, county, and city standards. (Relates to RSACA Goal 2.6)

RR Policy 4: Encourage clustering of residential sites within these land areas to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services. (Relates to RSACA Goal 2.6)

RR Policy 5: Make provisions to protect environmental resources, environmentally sensitive areas and adjacent Natural Areas. (Relates to RSACA Goal 2.3, 2.4)

RR Policy 6: Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge from Rural Residential land uses according to IDNR and county standards. . (Relates to RSACA Goal 2.3)

RR Policy 7: Protect the rural character of the Rural Service and Agricultural Conservation Area through residential density requirements, buffering requirements between conflicting land uses and other appropriate transitions from urban to rural areas. (Relates to RSACA Goal 2.1)

RR Policy 8: Limit rural residential development on prime agricultural land. Assure that the development on prime agricultural land is farm-related and has adequate access to road systems and potable water. Development should not interfere with agricultural-related activities. . (Relates to RSACA Goal 2.1, 2.2, 2.5, 2.6).

RR Policy 9 Minimize the impact of non-agriculture development in rural areas on existing agricultural operations. . (Relates to RSACA Goal 2.1, 2.5)

Attachment F- Rural Service And Agricultural Conservation Area Policies

RSACA Policy 1: Maintain farming and agricultural production as the predominant characteristic of the Rural Service and Agricultural Conservation (RSACA) Area.

RSACA Policy 2: Prohibit urban-scale growth and development in the Rural Service and Agricultural Conservation Area. (Relates to RSAC Goal 2.1)

RSACA Policy 3: Within the Rural Service and Agricultural Conservation Area, minimize conflicts between agricultural and non-agricultural land uses by educating residents and potential residents on the realities of rural living and by requiring adequate buffers between land uses. (Relates to RSAC Goal 2.1)

RSACA Policy 4: Permit agricultural/farmstead and strategically located rural residential development (areas at a large distance from municipal services) to use well water or other water systems in conformance with the standards of the Iowa Department of Natural Resources and respective County Boards of Health. (Relates to RSAC Goal 2.6)

RSACA Policy 5: Permit agricultural/farmstead and strategically located rural residential development (areas at a large distance from municipal services) to use on-site wastewater treatment systems where soils provide adequate drainage and filtration in conformance with the standards of the Iowa Department of Natural Resources and respective County Boards of Health. (Relates to RSAC Goal 2.6)

RSACA Policy 6: Limit development in areas that would create a need for the upgrade of roads before they are scheduled in the appropriate jurisdiction's capital improvements program. Where proposed development will potentially increase the traffic volumes in excess of the current road capacity, provide for the cost of road improvements at the time of development. (Relates to RSAC Goal 2.2)

Attachment G- Urban Service Area Policies
(Excerpt from the Ames Urban Fringe Plan)

USA Policy 1: Require land uses and the intensity of development within identified growth areas to be consistent with the Ames Urban Fringe Plan. (Relates to USA Goal 4.1)

USA Policy 2: Require all urban development to provide improvements consistent with the improvement standards, building codes, and service requirements adopted by the City of Ames to ensure adequate public facilities and building safety. (Relates to USA Goal 4.2)

USA Policy 3: Ensure that annexation is coordinated with the timely and efficient provision of adequate public facilities and services. (Relates to USA Goal 4.1, 4.4)

USA Policy 4: Require developments to provide adequate street, right-of-way, and drainage, bicycle, pedestrian and connected open space improvements. Such improvements should allow for adequate emergency access and ability to connect to municipal street networks in the future. (Relates to USA Goal 4.1)

USA Policy 5: At the time of development provide secure funding sources for the cost of new improvements and services required by new development. (Relates to USA Goal 4.3)

USA Policy 6: Ensure that development for which services may change from rural systems to urban infrastructure when available has guaranteed the costs for installation and connection to future urban infrastructure in an acceptable manner before recording final plats for development. (Relates to USA Goal 4.3)

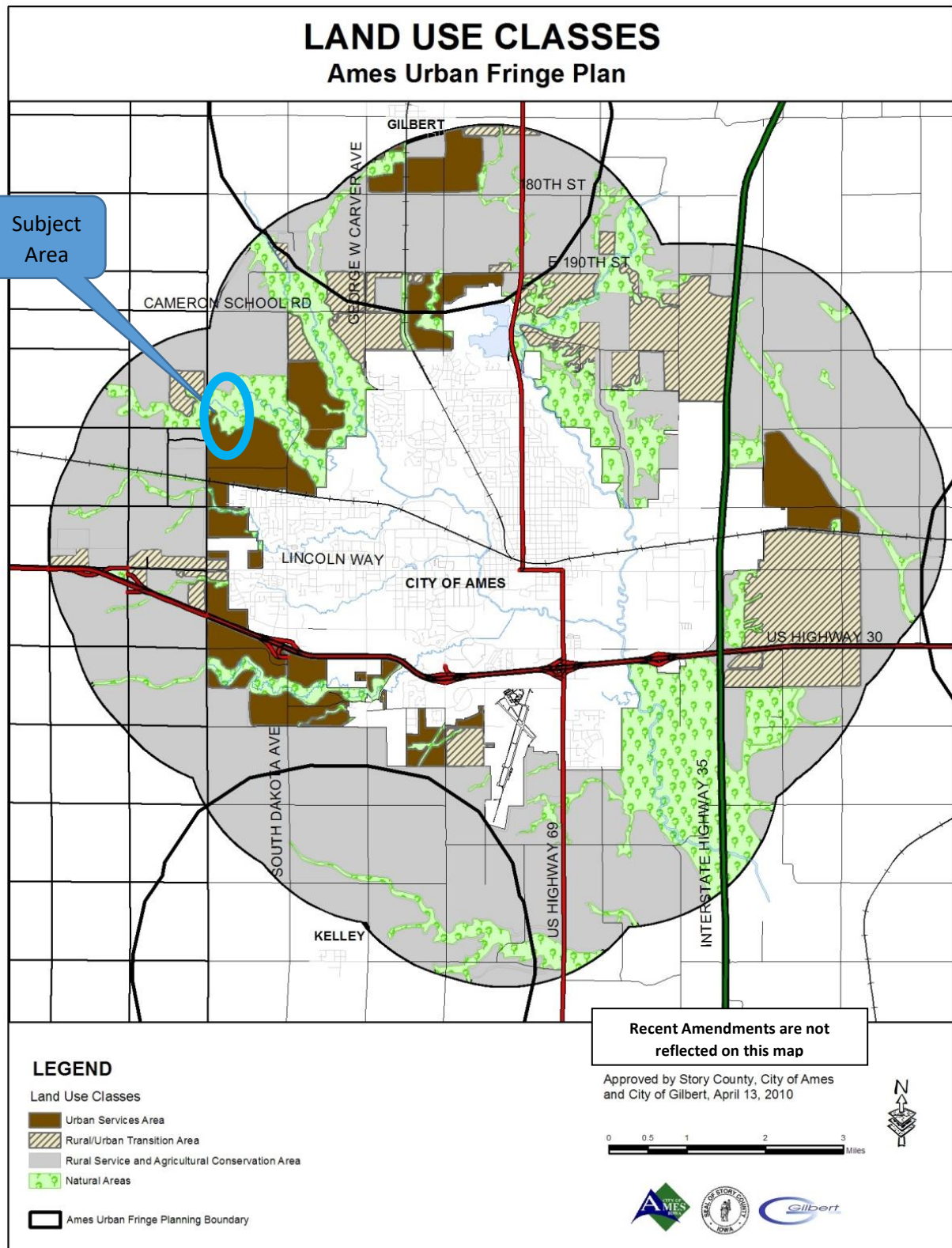
USA Policy 7: Coordinate street and drainage improvement projects with other service providers to meet the demands from planned development more efficiently. Prior to constructing improvements, ensure that needed utility improvements are coordinated so new pavement will not need to be disturbed for planned upgrades. (Relates to USA Goal 4.4)

USA Policy 8: Promote coordination and cooperation among all fire prevention, emergency medical services, and law enforcement agencies. (Relates to USA Goal 4.4)

USA Policy 9: Support the provision for responsive, high-quality fire suppression and emergency medical services. Require that development have adequate access to emergency services. Coordinate the design, location, and construction of standpipes and fire hydrants with fire districts and the City of Ames Fire Department as needed to protect new development. (Relates to USA Goal 4.4)

USA Policy 10: Establish a process to enable the City of Ames to negotiate with the owners of property planned for park and recreation purposes prior to the approval of rezoning or subdivision applications. (Relates to USA Goal 4.4)

Attachment G- Map



Staff Report

IOWA STATE UNIVERSITY RESEARCH PARK – PHASE IV

June 12, 2018

BACKGROUND:

The City staff has been approached by the staff at the Iowa State Research Park to assist in the development of Phase IV of the ISU Research Park. This new phase will comprise approximately 32 developable acres of land for development. (See Attachment 1) The impetus for this addition is the fact that the John Deere company desires to increase its presence at the Research Park.

This additional presence will come in two forms. First, the construction of a new approximately 35,000 square foot building on 5 acres where they intend to develop the next generation of sprayer equipment. Included in the building square footage is approximately 5,000 square feet of office space. At this time, it is not known how many employees will be housed in this space. Second, Deere also intends lease space in other parts of the Research Park for their new innovation center.

Rather than select a lot that is platted and currently served by utilities in one of the first three phases, John Deere and Research Park officials have agreed on a site on the west side of S. Riverside Avenue approximately ¼ mile south of the currently paved section of S. Riverside Drive. **This leapfrogging of the current infrastructure will require a new investment in street and utility improvements for the creation of Phase IV.**

The City of Ames has been a partner in the first three phases of the Research Park by financing the majority of the needed infrastructure. In return, a commitment was made for the Research Park property to remain on the tax rolls and that the sale (or lease) price of land in the Park be decreased to reflect the fact that the City's incentives resulted in a reduction in the per acre developed land cost as the incentive for new development.

PROPOSED FINANCING OF PHASE IV:

Research Park staff engaged in negotiations with John Deere officials for City incentives without the participation of City staff. We were surprised to hear that John Deere officials have made a public announcement that they will be coming to the Park subject to receiving the incentive that was discussed, Industrial Tax Abatement. In all three previous agreements with the Research Park the property tax abatement incentive has not been allowed by the City until the TIF debt is paid off. The granting of the Industrial Tax Abatement will serve to prolong the payback period for the debt.

Fortunately, Research Park representatives also have been working to secure a new source of funding for infrastructure, an U.S. Economic Development Administration (EDA) grant for up to \$1,500,000. In addition, discussions are underway to modify the IDOT's RISE program to allow research park projects to be eligible for 70% funding, rather than the standard 50% funding with no job requirements. If this federal funding can be obtained, coupled with a State RISE grant for road improvements, it could be possible to offer the Industrial Tax Abatement incentive for the John Deere project and still meet our traditional financing goals. Without this EDA grant, the costs for developing the leapfrogged site and incentives offered would be disproportionate to the amount of the development area realized in Phase IV.

POSSIBLE FUNDING SCENARIOS:

Depending on how successful we are on securing outside funding, there appears to be, at least, three possible funding scenarios for Phase IV at the Research Park. You will note, Scenario 3 reflects an overall cost decrease from Scenarios 1 and 2 because the project scope is reduced to eliminate the improvements to Collaboration Place and create less developable area at this time. However, without the advantage of EDA funds, the cost to the developer (ISU Research Park) for Scenario 3 is the greatest of the three.

Scenario 1 - 70% RISE Funding With EDA Grant Funds

Project Element*	Cost	Revenue	Source
Street	\$2,692,256	\$1,884,579	RISE
		\$807,677	EDA
Water/San. Sewer/Storm Sewer	\$524,260	\$262,130	EDA
		\$262,130	ISU Research Park
Electric Distribution	\$400,000	\$135,000	Electric Fund
		\$200,000	EDA
		\$65,000	ISU Research Park
Total Project Cost	\$3,616,516	\$3,616,516	RISE=\$1,884,579 EDA=\$1,269,807 Electric Fund=\$135,000 <u>Research Park=\$327,130</u>

*Improvement costs based upon City estimates consistent with the Research Park Master Plan

Scenario 2 - 50% RISE Funding With EDA Grant Funds

Project Element*	Cost	Revenue	Source
Street	\$2,692,256	\$1,346,128	RISE
		\$1,346,128	EDA
Water/San. Sewer/Storm Sewer	\$524,260	\$153,872	EDA
		\$370,388	ISU Research Park
Electric Distribution	\$400,000	\$265,000	ISU Research Park
		\$135,000	Electric Fund
Total Project Cost	\$3,616,516	\$3,616,516	RISE=\$1,346,128 EDA=\$1,500,000 Electric Fund=\$135,000 Research Park=\$635,388

*Improvement costs based upon City estimates consistent with the Research Park Master Plan

Scenario 3 – 50% RISE Funding With No EDA Grant Funds

Project Element*	Cost	Revenue	Source
Street	\$1,603,720	\$801,860	RISE
		\$801,860	ISU Research Park
Water/San. Sewer/Storm Sewer	\$437,853	\$437,853	ISU Research Park
Electric Distribution	\$250,000	\$167,500	ISU Research Park
		\$82,500	Electric Fund
Total Project Cost	\$2,291,573	\$2,291,573	RISE=\$801,860 Electric Fund=\$82,500 ISU Research Park=\$1,407,213

*Improvement costs based upon City estimates consistent with the Research Park Master Plan

STAFF COMMENTS:

ISU Research Park officials are again seeking the City's assistance in assuming the costs that would normally be their responsibility as developers of the subdivision. These are the costs noted in the above tables as ISU Research Park. They would like to take advantage of EDA and Rise grant funding and extend infrastructure further south on S. Riverside and west on Collaboration Place in order to open up approximately 32 more developable acres as the full Phase IV area.

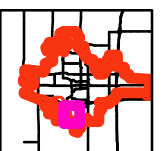
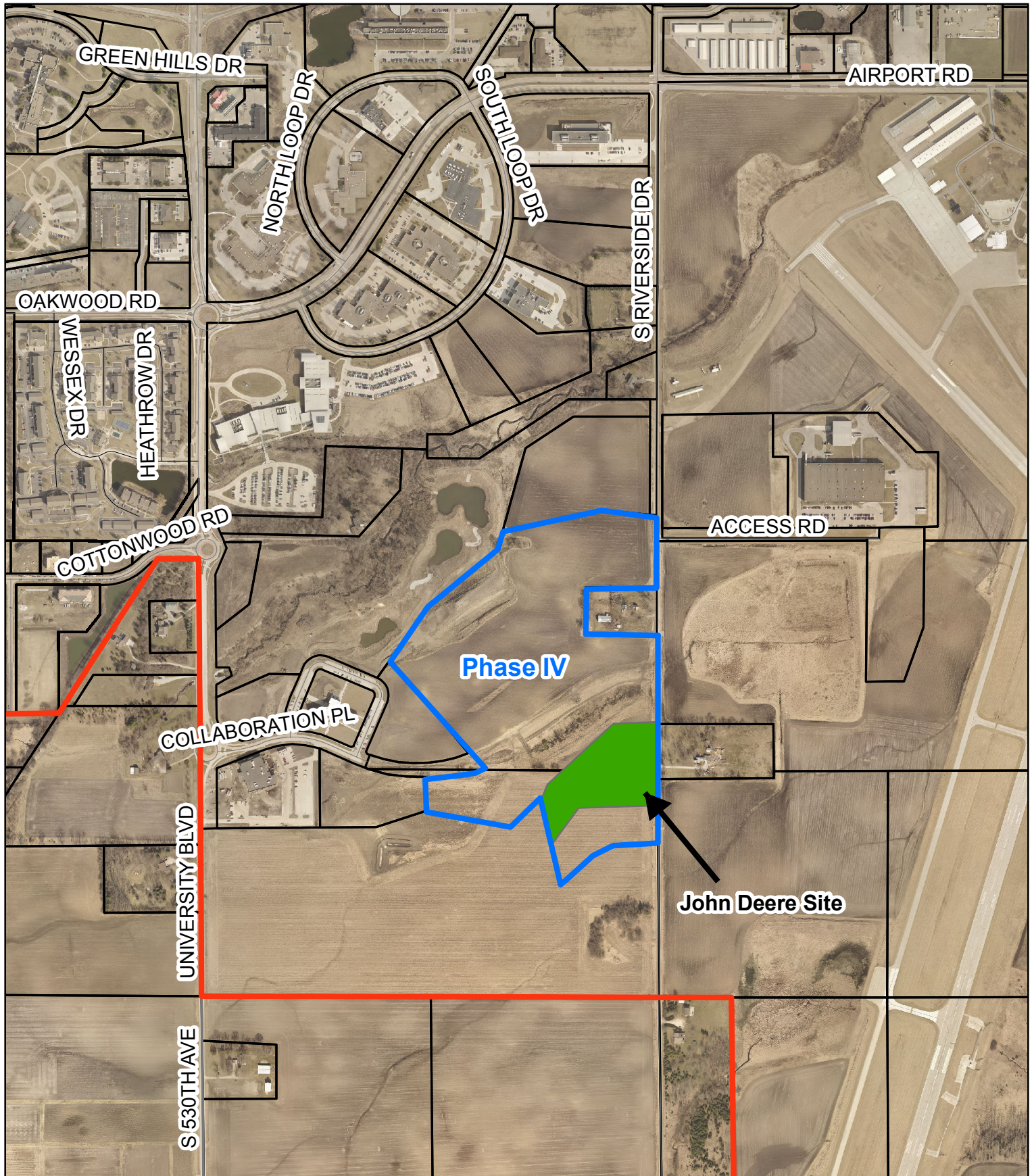
Because of the benefits derived from increased tax valuation, additional jobs, etc., the City staff is in support of providing financial assistance to this phase. However, determining whether or not the City should support all of the costs associated with locating John Deere at its preferred site in Phase IV rather than on land in Phase III which already has installed infrastructure, should be made at a later date when we hear about the outside funding decisions. It is hoped that the EDA grant award will be made as early as June 28th and the RISE grant in July.

John Deere hopes to begin their project this fall which leaves very little time to install the utilities necessary to facilitate construction. Therefore, interim strategies will have to be developed to handle utilities until the final scenario is selected.

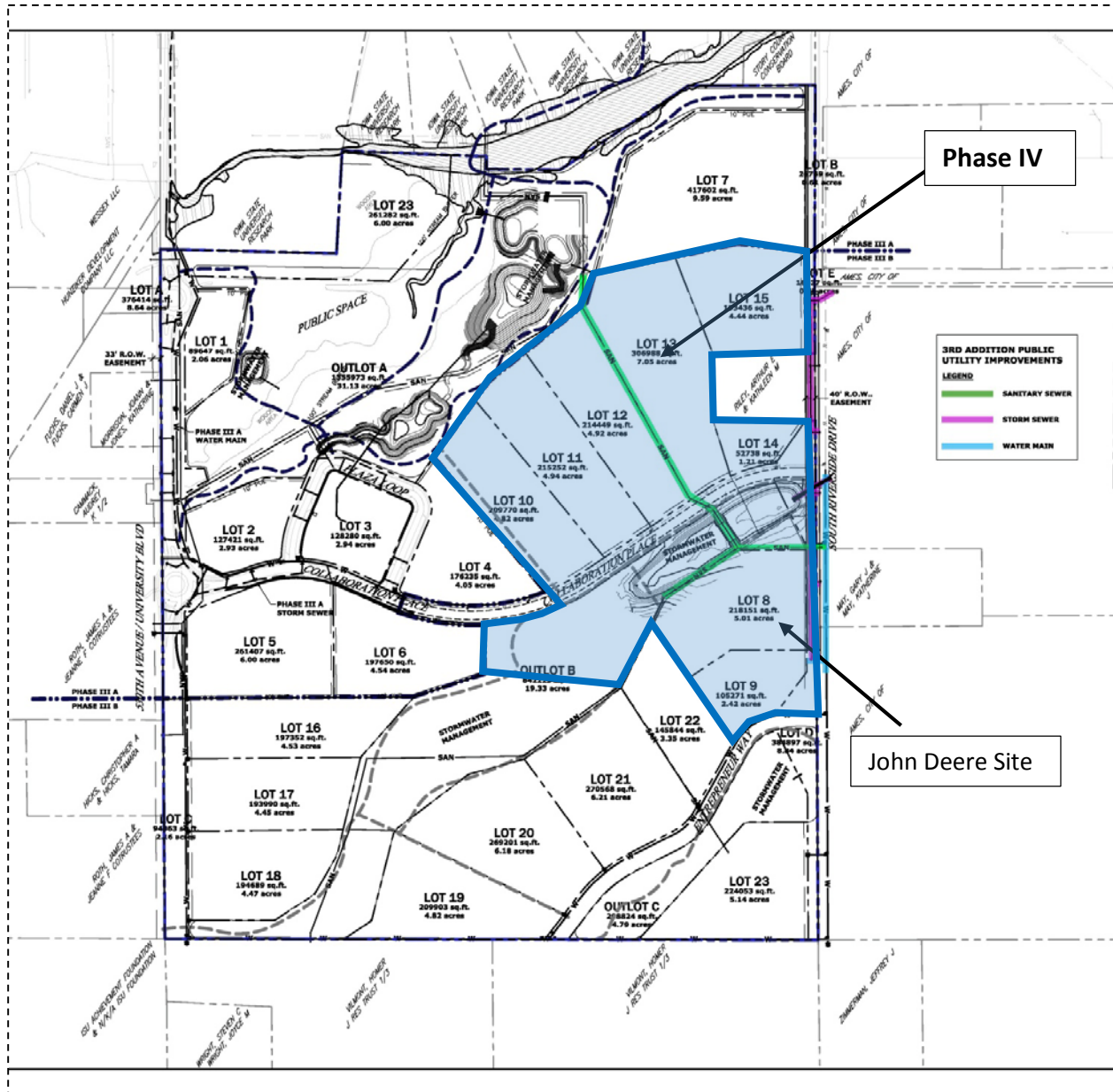
In the meantime, the only action that the City Council is being asked to take at this time is to pass a resolution supporting the co-sponsorship of the EDA grant application.

Should the City Council ultimately decide to provide financial support for this phase of the Research Park, a new Developer Agreement with provisions that mirror the Phase III agreement will need to be agreed to by both parties in order for the City to participate in the project. The City would also take on the responsibility of design and construction for the infrastructure.

Attachment 1: Location Map



Attachment 2: Research Park Master Plan



COUNCIL ACTION FORM

SUBJECT: NUISANCE ASSESSMENTS - SNOW/ICE REMOVAL

BACKGROUND:

After a snowfall, abutting property owners have the responsibility of removing snow and ice accumulations from the sidewalks. According to the *Municipal Code*, owners shall remove these accumulations within ten daylight hours after the storm has stopped. If, after that time, sidewalks remain uncleared, the City may remove accumulations and assess the actual cost of the removal to the property owner. This action is performed on a complaint basis. Once a complaint has been received, notice is given to the abutting property owner that the City will clear the sidewalks if the owner has not done so within 24 hours of that notice.

City staff has removed snow and/or ice at the properties listed below. Also included in the list are the names and addresses of the property owners and the costs associated with the snow/ice removal. The work was completed, and bills have been mailed to these individuals. To date, the bills have not been paid. A certified notice of this hearing was mailed to the property owners.

- Matthew Bertagnolli, 6306 Beechtree, West Des Moines, IA 50266 \$150
Snow/ice removal for property located at 1533 Ridgewood
Work performed on February 15, 2018
- Thoms/Anna Bolduc, 2317 Storm Street, Ames, IA 50014 \$280
Snow/ice removal for property located at 2317 Storm Street
Work performed on February 15, 2018
- Josh Engelman, 2326 Knapp Street, Ames, IA 50014 \$145
Snow/ice removal for property located at 2326 Knapp Street
Work performed on January 9, 2018
- Robert/Laura Martin, 1226 Wilson Avenue, Ames, IA 50010 \$145
Snow/ice removal for property located at 1226 Wilson Avenue
Work performed on January 18, 2018

ALTERNATIVES:

1. The City Council can adopt a resolution assessing the costs of the snow/ice removal to the property owners shown on the above list. The Finance Director will then prepare a spread sheet on these assessments, and the City Clerk's Office will file the assessments with the Story County Treasurer for collection in the same manner as property taxes as provided for by the *Code of Iowa*.
2. The City Council can choose not to certify these costs to the County Treasurer

and, instead, absorb the costs.

MANAGER'S RECOMMENDED ACTION:

These property owners failed to clear their sidewalks even after receiving notice to do so, and have neglected to pay the costs incurred by the City in making their sidewalks safe for public use.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby assessing the costs of the snow/ice removal to the property owners shown above.

ITEM # 50a&b
DATE: 5-22-18

COUNCIL ACTION FORM

SUBJECT: VACATION OF THE RIGHT-OF-WAY ADJACENT TO 1604 TRUMAN DRIVE AND CONVEYANCE TO THE OWNERS OF SAID PROPERTY

BACKGROUND:

City staff has been approached by Marvin and Donna Orth, owners of 1604 Truman Drive, about vacating and acquiring the 25' x 130' right-of-way (ROW) adjacent to their property. This request is outlined in a letter dated April 12th (Attachment A).

In a situation such as this, the City's typical procedure is to inquire with all abutting property owners as to their interest in acquiring the property, and to value the property according to a standard valuation formula. **The valuation according to the City's standard formula (Attachment B) is \$13,357.50, which is based on adjacent land values minus 25% for easement and Quit Claim deed** (Attachment C). The other adjacent property owners at 1600 Truman Drive, David and Sal Posegate, have indicated in a separate letter (Attachment D) that they do not wish to purchase any portion of the ROW.

The letter from the Orth's requests that the City Council waive the City's standard ROW valuation formula, which is an adopted City Council policy. The Orth's indicate they have mowed, fertilized, planted grass seed, and aerated the area since 1990. Based on this maintenance investment, they have requested to be allowed to purchase the vacated ROW for \$3,000. They feel this amount is fair when considering what it would have cost the City to maintain the area over the past 28 years.

In 2010, a ROW area of identical size and dimensions in the same neighborhood was vacated. The valuation formula at that time calculated a value of \$9,896.26. However, one of the adjacent property owners had a private appraisal performed which valued that ROW area at \$2,308. The City Council agreed to that valuation and sold the vacated ROW for that amount.

The increase in value calculated by the City's ROW formula in 2010 compared to the value calculated for the identical parcel now in question indicates approximately 35% in land value appreciation (\$9,896.26 vs. \$13,357.50). A 35% increase from the 2010 parcel's actual purchase price of \$2,308 is \$3,116 – slightly higher than the \$3,000 offered by the Orth's.

In 1974, this section of ROW was originally platted for public use as a school driveway. However, that school was never constructed, and the area was developed into housing. A 10' wide public utility easement (PUE) currently exists along the south edge of the adjacent properties as shown on the vacation plat (Attachment E). Therefore, a

matching 10' wide easement will be continued through the south edge of this area as stated on the quit claim deed. Utility companies have been contacted, and no other easements are needed.

ALTERNATIVES:

1. a. Set the date of public hearing as June 12, 2018 for the 1st reading to approve the vacation of the 25' x 130' ROW adjacent to 1604 Truman Drive.
b. Set the date of public hearing as July 10, 2018 to approve the conveyance of the vacated ROW to the owners of 1604 Truman Drive (Marvin and Donna Orth) **for \$13,357.50 as determined by the adopted City Council policy.**
2. a. Set the date of public hearing as June 12, 2018 for the 1st reading to approve the vacation of the 25' x 130' ROW adjacent to 1604 Truman Drive.
b. Set the date of public hearing as July 10, 2018 to approve the conveyance of the vacated ROW to the owners of 1604 Truman Drive (Marvin and Donna Orth) **for \$3,000 as requested in their letter.**
3. a. Set the date of public hearing as June 12, 2018 for the 1st reading to approve the vacation of the 25' x 130' ROW adjacent to 1604 Truman Drive.
b. Set the date of public hearing as July 10, 2018 to approve the conveyance of the vacated ROW to the owners of 1604 Truman Drive (Marvin and Donna Orth) **for another amount identified by the City Council.**
4. Retain this land and deny the request to vacate the 25' x 130' ROW adjacent to 1604 Truman Drive.

MANAGER'S RECOMMENDED ACTION:

Because a previously proposed grade school will not be constructed south of the requesting property, this ROW no longer serves any public purpose and, therefore, could be made available for transfer to the abutting property owner. **The fact that the City has conveyed a similar parcel to an abutting owner in recent years for a substantially lower amount than the ROW formula would normally require is an important piece of information for the City Council to carefully consider. However, the City's ROW conveyance formula only provides guidance to staff based on a standardized process. That process calls for this parcel to be valued at \$13,357.50.**

Assuming the City Council wishes to follow the standard ROW valuation formula, it is therefore the recommendation of the City Manager that the City Council adopt Alternative #1, thereby setting a date of public hearing and preparing to convey the parcel in question for \$13,357.50 pursuant to the City's standard formula as described above.

ATTACHMENT A

April 12, 2018

To Whom It May Concern:

We are interested in purchasing the 130'x25' wide easement next to our property at 1604 Truman Drive. Our neighbors at 1600 Truman Drive are not interested in buying any of the area and I have attached a letter from them.

We would like to offer \$3,000.00 for the 130'x25' easement. We have mowed, fertilized, planted grass seed, and aerated the area since 1990.

We feel the \$12,750 asking price is high. Because we have maintained the easement for 28 years, we hope that you will take that into account. It is of no use to the city and has not been used or maintained by them, so please consider our offer.

Thank You,



Marv & Donna Orth
1604 Truman Drive
Ames, IA 50010

ATTACHMENT D

PROPOSED SALE OF CITY LAND

25' x 130' ROW area adjacent to 1604 Truman Drive

Address	Assessed SF	Assessed 2018 Land Value	\$/SF
1604 Truman Drive	10,400	\$ 51,200	\$ 4.92
1600 Truman Drive	10,140	\$ 57,200	\$ 5.64
1525 Reagan Drive	10,382	\$ 61,100	\$ 5.89

Average SF Cost	\$ 5.48
------------------------	----------------

ROW Abutting Address	Sale Area (SF)	Value of Sale Area	Value (Minus 25% for Deed & Easement)
1604 Truman Drive	3,250	\$ 17,810.00	\$ 13,357.50

ATTACHMENT C

S P A C E A B O V E R E S E R V E D F O R O F F I C I A L U S E

Exemption claimed: Iowa Code § 428A.2(6) Grantor is a governmental body

Send tax statement to: Marvin R. Orth and Donna J. Orth, 1604 Truman Drive,

Return document to: City Clerk, 515 Clark Avenue, Ames IA 50010

Document prepared by: Victoria A. Feilmeyer. City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010 – 515-239-5146

Quit Claim Deed and Easement Reservation

KNOW ALL PERSONS: The Grantor, City of Ames, an Iowa municipal corporation, for valuable consideration, does hereby quit-claim and convey unto the Grantees, Marvin R. Orth and Donna J. Orth, as joint tenants with full rights of survivorship and not as tenants in common, all right, title, interest, estate, claim, and demand in the Real Property described as follows:

Lot A, Ninth Addition, Parkview Heights Subdivision of Ames, Iowa.

Easement Reservation. The City hereby reserves an easement over the South 10 feet (the 'Easement Area') of the Real Property as shown by the Vacation Plat attached hereto as Exhibit 'A' for electrical utility purposes, and the right to permit other utility companies to construct, and in the same manner, maintain its utility facilities, jointly or severally, upon, underground, over or across the real property. The scope of the easement includes the right to construct, reconstruct, maintain and use its electric lines, consisting of poles, wires, overhead or underground cables, fixtures, anchors, and other similar equipment or any part thereof, upon, underground, over or across the Real Property. The City also reserves a reasonable right of ingress and egress to the Easement Area from the public right of way adjacent to the Real Property. The easement reservation herein shall be binding upon successors and assigns.

Words and phrases herein, including the acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

Dated _____, 2018.

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.: This instrument was acknowledged before me on _____, 2018, by John A. Haila and Diane R. Voss, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

Notary Public

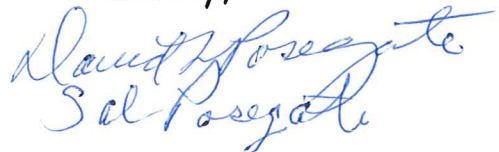
ATTACHMENT D

April 12, 2018

To Whom It May Concern:

This letter is to inform you that we are not interested in purchasing any of the 130'x25' easement. Our address is 1600 Truman Drive and the area is next to our property.

Sincerely,

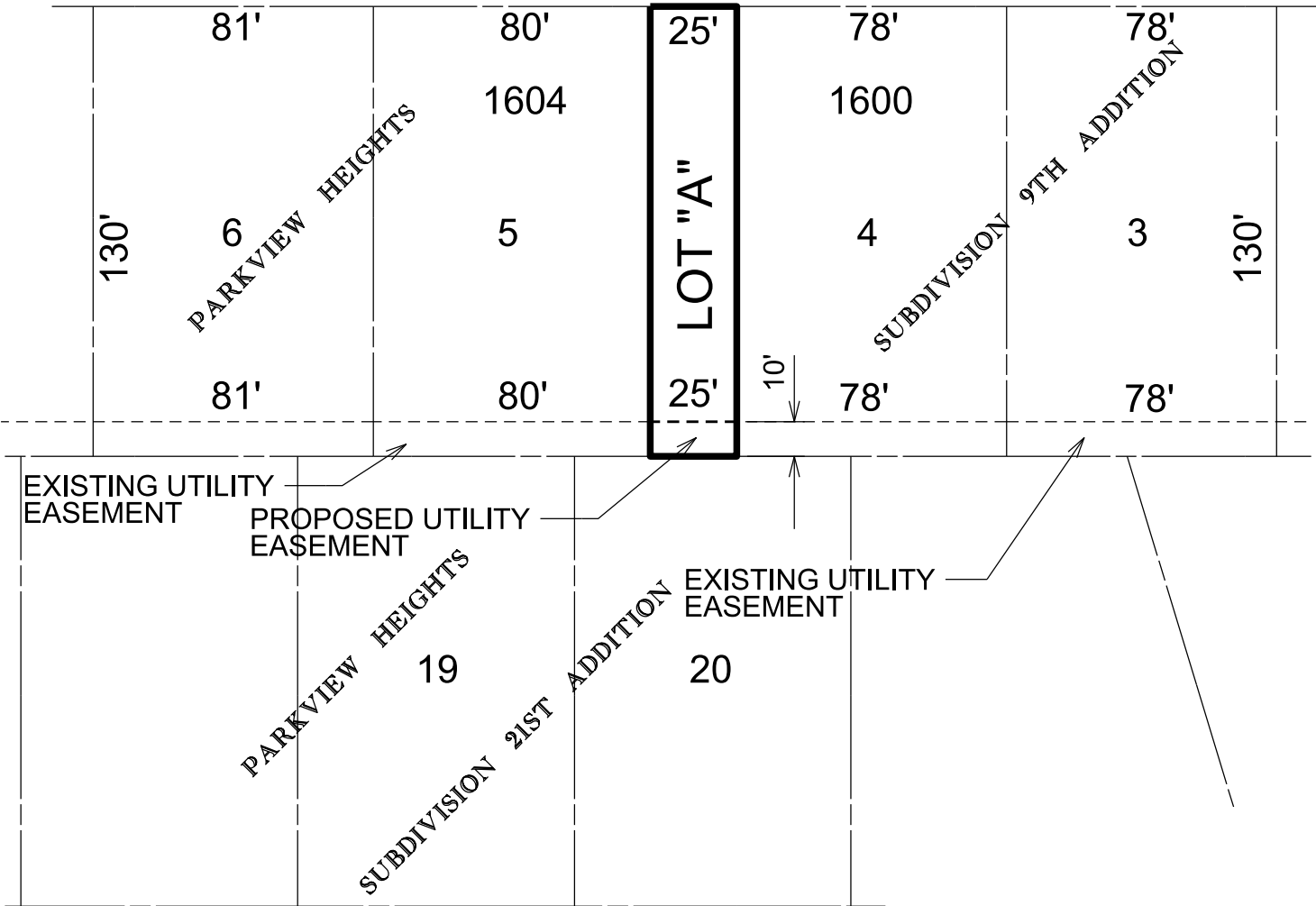
A handwritten signature in blue ink, appearing to read "Dave & Sal Posegate". The signature is written in a cursive, flowing style.

Dave & Sal Posegate
1600 Truman Drive
Ames, IA 50010

EXHIBIT 'A'

VACATION PLAT
CITY OF AMES, IOWA ENGINEERING DIVISION
DATE: 5/16/2018

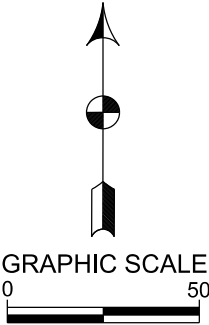
TRUMAN DRIVE



REAGAN DRIVE

LEGAL DESCRIPTION

LOT "A", NINTH ADDITION, PARKVIEW HEIGHTS SUBDIVISION OF AMES, IOWA.



DATE
05/16/18
SCALE
1" = 50'
DRAWN
MD
FIELD BOOK
1
SHEET 1

COUNCIL ACTION FORM

SUBJECT: 2017/18 S. DUFF AVENUE IMPROVEMENTS

BACKGROUND:

This project involves transportation improvements along S. Duff Avenue (US Highway 69) between the Iowa DNR State Forest Nursery and Ken Maril Road. These improvements will address existing safety issues in the corridor as well as meet the requirements associated with the Contract Rezoning Agreement of Brick Towne Development at 3115, 3119, 3301, 3325, 3409, and 3413 South Duff Avenue. As part of the agreement, the developer is responsible for stormwater management for the site (typical of development in accordance with Municipal Code Chapter 5B) as well as additional detention and conveyance as recommended in the Teagarden Drainage Improvement Report. The City is responsible for transportation improvements through Ken Maril Road. The Iowa DOT is contributing funds to rehabilitate the existing pavement of US Hwy 69 through the project corridor.

On June 6, 2018, bids for the project were received as follows:

<i>Bidder</i>	<i>Bid Amount</i>
Engineer's estimate	\$1,826,387.25
Con-Struct, Inc.	\$2,374,992.00
Iowa Civil Contracting, Inc.	\$2,565,330.82

This S. Duff Avenue Improvements project is shown in the 2017/18 Capital Improvements Plan. The table below is a budget summary for the project.

	<u>Revenue</u>	<u>Expenses</u>
G.O. Bonds	\$ 576,000	
State Grants / Funds	\$ 1,400,000	
17/18 Accessibility Enhancement Program	\$ 125,000	
Unobligated G.O. Bonds	\$ 100,000	
Construction (Low-Bid)		\$ 2,374,992.00
Engineering and Administration (Estimated)		\$ 335,000.00
	<u>\$ 2,201,000</u>	<u>\$ 2,709,992.00</u>

ALTERNATIVES:

- 1a. Accept the report of bids for the 2017/18 S. Duff Avenue Improvements project.
 - b. Do not award a contract for this project.
- 2a. Accept the report of bids for the 2017/18 S. Duff Avenue Improvements project.
 - b. Approve additional funding and final plans and specifications for this project.
 - c. Award the 2017/18 S. Duff Avenue Improvements project to Con-Struct, Inc. of Ames, Iowa, in the amount of \$2,374,992.00.
3. Do not proceed with this project.

MANAGER'S RECOMMENDED ACTION:

Due to the higher than expected bid prices, staff will work with the design consultant to identify cost savings, make design modifications, and rebid the project this fall (2018) for early 2019 construction.

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 FACILITY STRUCTURAL
REHABILITATION PROJECT PHASE 2**

BACKGROUND:

A comprehensive evaluation of the structural condition of the Water Pollution Control Facility (WPCF) buildings and structures was performed in 2012 by HDR Engineering. Based on that assessment, the facility is generally in overall good condition. However, the facility is more than 28 years old and is showing signs of age-related deterioration. As a part of the condition assessment, a schedule for structural rehabilitation was developed. The drivers for the schedule are the estimated remaining useful life in each structure and coordination with future improvements to the facility. Because of the piece work nature of this project, the work has been split into multiple phases.

On November 14, 2017, Council approved an engineering services agreement with HDR for the design of Phase 2 which includes the following elements: Repairs to the Administration Building entrance slab (\$184,000); repairs to joints in precast wall panels (all structures except trickling filter and Digester Complex) (\$450,000); stair support and sidewalk at SW clarifier stair (\$18,000); repair drainage and moisture issues around multiple structures (\$461,000), replacement of damaged PCC sidewalks, assessment and repair to the digester complex tunnel, and a structural review of the Trickling Filter Complex. **The Structural Rehabilitation project is included in the FY 2018/19 Capital Improvements Plan with a total project budget of \$1,113,000.**

On April 24, 2018, Council issued a Notice to Bidders for the structural repairs to the WPCF. Bids were opened on May 23, 2018. Three bids were received and are summarized below:

Bidder	Total Project Bid Price
Minturn, Inc.	\$558,600
Western Specialty Contractors	\$718,000
<i>Engineer's Estimate</i>	<i>\$743,000</i>
Woodruff Construction	\$776,396

Minturn, Inc. is the lowest responsible bidder. Staff has never worked with Minturn, Inc. before and has made several reference calls to ensure the contractor is capable of performing the work. Staff feels confident in their ability to perform the work and recommends awarding them the project.

The revised project cost is as follows:

Engineering fees	\$ 148,107
Construction	\$ 558,600
<u>Contingency (15%)</u>	<u>\$ 83,790</u>
Total project cost	\$ 790,497

ALTERNATIVES:

1. Award a contract for the Structural Rehabilitation Phase 2 Project to Minturn, Inc. of Brooklyn, IA in the amount of \$558,600.
2. Do not award a contract at this time.

MANAGER'S RECOMMENDED ACTION:

In order to preserve the significant investment in infrastructure at the Water Pollution Control Facility, periodic structural rehabilitation of buildings and structures is necessary. Because of the value and significance of the structures identified in this project, it is essential that rehabilitation be done prior to a structural failure. Therefore, it is the recommendation of the City Manager to adopt Alternative No. 1 as described above.

ITEM # 16 & 17
DATE: ~~5-08-18~~

COUNCIL ACTION FORM

SUBJECT: NAME CHANGES AND SPEED LIMITS IN EAST INDUSTRIAL AREA

BACKGROUND:

As part of the East Annexation area, these segments of Story County roads are now within the City limits of Ames and under the City's jurisdiction:

Lincoln Highway - Interstate 35 to 590th Avenue

566th Avenue – Lincoln Highway south approximately 2620'

580th Avenue – approximate 2660' south of Lincoln Highway to approximately 2590' north of Lincoln Highway (to the UPRR)

590th Avenue – Lincoln Highway to approximately 2180' north (to the UPRR)

These sections of Lincoln Highway, 566th Avenue, 580th Avenue, and 590th Avenue per Iowa Code 321.285(3) currently have limit speeds of 55 MPH. Since these roadways were under the jurisdiction of Story County, there is not a City ordinance setting the speed limit along them. They will be appropriately modified for the developing industrial land use.

As a part of these streets being incorporated into the City's greater street network, the names will change to be in accordance with the City's Administrative Program for Street Naming and Addressing. The street naming theme for this area is leading scientists. Therefore, an ordinance will be required to rename these street segments as follows (also see attached map):

- Lincoln Highway (I-35 – 590th Avenue) to East Lincoln Way
- 566th Avenue (Lincoln Highway – south) to Fleming Avenue
- 580th Avenue (Lincoln Highway – north) to Teller Avenue
- 580th Avenue (Lincoln Highway – south) to South Teller Avenue
- 590th Avenue (Lincoln Highway - north) to Potter Avenue

This will promote consistent addressing and provide clarity for E911 response.

ALTERNATIVES:

1. a) Direct the City Attorney to draft an ordinance to change the name of Lincoln Highway to East Lincoln Way (from Interstate 35 east to 590th Avenue) to East Lincoln Way; change the name of 566th Avenue to Fleming Avenue; change 580th Avenue to Teller Avenue and South Teller Avenue; change 590th Avenue to Potter Avenue.

- b) Direct the City Attorney to draft an ordinance to establish a 55 MPH speed limit on East Lincoln Way (Lincoln Highway) from Interstate 35 east to the east corporate limits; establish a 45 MPH speed limit on Fleming Avenue (566th Avenue); establish a 55 MPH speed limit on Teller Avenue and South Teller Avenue (580th Avenue); establish a 55 MPH speed limit on Potter Avenue (590th Avenue).

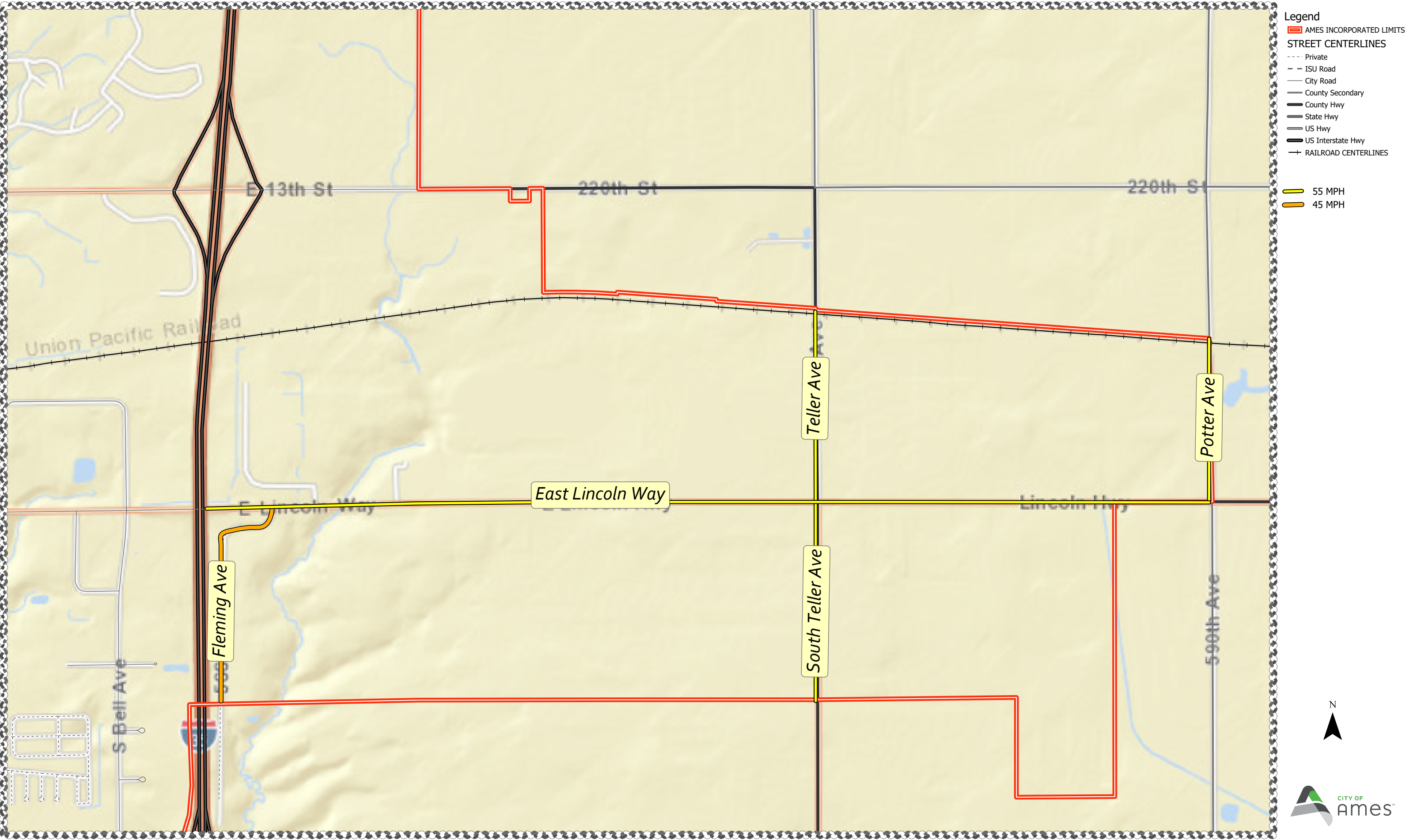
- 2. Direct staff to explore other alternatives to the street naming and speed limits.

MANAGER'S RECOMMENDED ACTION:

By approving this ordinance, the City will integrate East Industrial area roads into the City's network and establish the appropriate operating speeds, thereby promoting safe and efficient travel in this area of Ames. The adjacent landowners are aware their address will be changed in accordance with the City's addressing grid for E911 purposes and have been informed about this proposed action by City Council.

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

Proposed Streets Name for the East Annexation Area



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

Prepared by: Jane Chang, City of Ames Legal Department, 515 Clark Avenue, Ames, Iowa 50010 (Phone: 515-239-5146)

Address Tax Statement To: City of Ames, Iowa, 515 Clark Avenue, Ames, Iowa 50010

Return to Ames City Clerk, Box 811, Ames, IA 50010

ORDINANCE NO. _____

**AN ORDINANCE TO CHANGE STREET NAMES IN THE EAST
ANNEXATION AREA IN THE CITY OF AMES IOWA, AND
ESTABLISHING AN EFFECTIVE DATE.**

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

Section One. The portion of the road known as Lincoln Highway, which extends from the centerline of Interstate Highway 35 to the centerline of 590th Avenue, shall be named East Lincoln Way.

Section Two. The portion of the road known as 566th Avenue, which extends from the centerline of Lincoln Highway south for approximately 2620 feet, shall be named Fleming Avenue.

Section Three. The portion of the road known as 580th Avenue, which extends from the centerline of Lincoln Highway north for approximately 2590 feet, shall be named Teller Avenue.

Section Four. The portion of the road known as 580th Avenue, which extends from the centerline of Lincoln Highway south for approximately 2660 feet, shall be named South Teller Avenue.

Section Five. The portion of the road known as 590th Avenue, which extends from the centerline of Lincoln Highway north for approximately 2180 feet, shall be named Potter Avenue.

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

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

Passed this _____ day of _____, 2018.

Diane R. Voss, City Clerk

John A. Haila, Mayor