

**AGENDA**  
**JOINT MEETING OF THE AMES HUMAN RELATIONS COMMISSION**  
**AND AMES CITY COUNCIL AND**  
**REGULAR MEETING OF THE AMES CITY COUNCIL**  
**COUNCIL CHAMBERS - CITY HALL - 515 CLARK AVENUE**  
**APRIL 23, 2019**

**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**

**JOINT MEETING OF THE AMES HUMAN RELATIONS COMMISSION**  
**AND AMES CITY COUNCIL**

1. Presentation of Annual Report
2. Discussion and direction to Commission

**ADJOURNMENT:**

**REGULAR CITY COUNCIL MEETING\***

\*The Regular City Council Meeting will immediately follow the Joint Meeting of the Ames Human Relations Commission and Ames City Council.

**PROCLAMATION:**

1. Proclamation for "Arbor Day," April 27, 2019
2. Proclamation for "Economic Development Week," May 6-11, 2019
3. Proclamation for "Bike Month and Bike-to-Work Week 2019," May 13-19, 2019
4. Proclamation for "Historic Preservation Month," May 2019

**PRESENTATION:**

5. Presentation of Historic Preservation Awards

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

6. Motion approving payment of claims
7. Motion approving Minutes of Special Meeting Held April 2, 2019, and Regular Meeting held

April 9, 2019

8. Motion approving Report of Contract Change Orders for April 1-15, 2019
9. Motion approving Outdoor Service privilege for sidewalk café - Olde Main Brewing Company, 316 Main Street
10. Motion approving 6-month Class B Beer Permit with Outdoor Service - Ames on the Half Shell, Bandshell Park
11. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
  - a. Class C Beer Permit with Sunday Sales - Swift Stop #2, 3406 Lincoln Way
  - b. Special Class C Liquor License with Sunday Sales - Great Plains Sauce & Dough Co., 129 Main St.
  - c. Class E Liquor License, Class B Wine, Class C Beer and Sunday Sales - Walgreens #12108, 2719 Grand Ave.
  - d. Class B Beer with Sunday Sales - Jeff's Pizza Shop LLC, 2402 Lincoln Way
  - e. Class C Liquor License with Catering, Outdoor Service and Sunday Sales - Mother's Pub, 2900 West St.
  - f. Class C Liquor License, Class B Wine, Outdoor Service and Sunday Sales - Bar la Tosca, 400 Main St.
12. Resolution approving re-appointment of Council Member Chris Nelson to the Ames Transit Board of Trustees
13. Resolution confirming re-appointment of Jacob Scrader and Juan Bibiloni to serve as Iowa State University Student Government representatives to Ames Transit Agency Board of Trustees
14. Resolution authorizing Mayor to sign a Letter of Support for CyRide's FY 2019 Low- or No-Emission Grant Application
15. Resolution approving Conflict of Interest Waiver for Ahlers & Cooney Law Firm to represent the Ames School District in reviewing Memorandum of Understanding with the City of Ames regarding a School Resource Officer
16. Resolution approving Quarterly Investment Report for period ending March 31, 2019
17. Resolution approving Ames Intermodal Facility Commercial Tenant Lease with Executive Express
18. Resolution approving Ames Intermodal Facility Commercial Tenant Lease with Jefferson Lines
19. Resolution approving Police Department's request to apply for and participate in the ICAP Law Enforcement Policy and Training Grant Program
20. Resolution approving extension of the Memorandum of Understanding with St. Ambrose University for Analysis of Racial Proportionality of Traffic Stop Data
21. Ames Velo Grand Prix:
  - a. Ames Main Street Criterium on Saturday, June 29:
    - i. Motion approving blanket Temporary Obstruction Permit
    - ii. Motion approving blanket Vending License
    - iii. Resolution approving waiver of fee for blanket Vending License
    - iv. Resolution approving closure of Main Street from Clark Avenue to Douglas Avenue, Douglas Avenue from Main Street to Sixth Street, Sixth Street from Douglas Avenue to Burnett Avenue, Burnett Avenue from Sixth Street to Main Street, Fifth Street from Douglas Avenue to Clark Avenue, Kellogg Avenue from Main Street to Sixth Street, and Clark Avenue from Fifth Street to Main Street from 4:00 p.m. to 11:00

- p.m.
    - v. Resolution approving closure of 280 metered parking spaces from 2:30 p.m. to 11:00 p.m. along the race route and approving suspension of parking enforcement
  - b. ISU Research Park Circuit Race on Sunday, June 30:
    - i. Motion approving blanket Temporary Obstruction Permit
    - ii. Motion approving blanket Vending License
    - iii. Resolution approving waiver of fee for blanket Vending License
    - iv. Resolution approving closure of University Boulevard from Ames Fitness Center south parking lot to Collaboration Place, Collaboration Place, and Plaza Loop from 8:00 a.m. to 5:00 p.m.
- 22. Resolution approving preliminary plans and specifications for 2017/18 Downtown Street Pavement Improvements Project - Main Street Alleys (Duff - Douglas, Kellogg - Burnett); setting May 22, 2019, as bid due date and May 28, 2019, as date of public hearing
- 23. Resolution approving preliminary plans and specifications for Power Plant - Unit 7 Turbine Generator Overhaul; setting May 22, 2019, as bid due date and May 28, 2019, as date of public hearing
- 24. Resolution approving preliminary plans and specifications for Power Plant Maintenance Services Contract; setting May 14, 2019, as bid due date and May 28, 2019, as date of public hearing
- 25. North River Valley Well Field:
  - a. Resolution approving preliminary plans and specifications for North River Valley Well Field Project; setting May 29, 2019, as bid due date and June 11, 2019,
  - b. as date of public hearing
  - c. Resolution approving Change Order to Professional Services Agreement with HDR to add bidding and construction phase services
- 26. Resolution approving contract and bond for 2017/18 Shared Use Path Maintenance Program - Stange Road
- 27. Resolution approving contract and bond for 2017/18 Shared Use Path Maintenance Program - Daley Park
- 28. Resolution approving contract and bond for 2017/18 Storm Water Erosion Control (Kinyon-Clark)
- 29. Resolution approving renewal of Contract with RESCO of Ankeny, Iowa, for the purchase of transformers for Electric Services in accordance with unit prices and actual quantities ordered and inclusive of applicable sales tax
- 30. Resolution approving renewal of Contract with ChemTreat, Inc., of Glen Allen, Virginia, for FY 2019/2020 Chemical Treatment Program for Power Plant in an amount not to exceed \$290,500
- 31. Resolution approving renewal of Contract with Northway Well and Pump Company of Waukee, Iowa, for Year Three of five-year contract for Water Plant Well Rehabilitation
- 32. Resolution accepting completion of CyRide Bus Lifts Replacement Project
- 33. Resolution accepting completion of the Water Pollution Control Facility Primary Clarifier Blasting/Coating Project
- 34. Resolution accepting completion of Water Pollution Control Facility Screening System Improvements Project
- 35. Resolution accepting completion of Water Pollution Control Facility Security Camera

Replacement Project

36. Resolution accepting partial completion of public improvements and reducing security held pertaining to South Fork Wrap-Up

**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 three minutes.

**PLANNING & HOUSING:**

37. Ames Comprehensive Plan 2040:
- a. Review of scenarios
  - b. Public input
  - c. Direction to staff regarding scenarios

**ADMINISTRATION:**

38. Healthy Life Center Update:
- a. Motion directing staff to prepare language for an August 6, 2019, bond referendum
39. New Radio System:
- a. Resolution approving 28E Addendum No. 1 with StoryComm
  - b. Resolution authorizing City's StoryComm representative to vote to approve the Contract with RACOM for a radio vendor should the final Contract be in line with performance and financial expectations
40. Resolution approving/motion denying exception to Section 22.32(c)(2)(v) to allow alcohol service in Sidewalk Café at Della Viti, 323 Main Street, Ste. 102

**HEARINGS:**

41. Hearing on Sale of City-Owned Properties to Habitat for Humanity of Central Iowa, Inc., in conjunction with the Community Development Block Grant Neighborhood Sustainability Program:
- a. Resolution approving sale of 1228 Stafford Avenue in the amount of \$40,000
  - b. Resolution approving sale of 3305 Morningside Street in the amount of \$40,000
42. Hearing on proposed amendments to the Zoning Code (Chapter 29) and Rental Code (Chapter 13), and creation of new Chapter 35 to establish zoning definitions, standards, and enforcement procedures for permitting/licensing of short-term rentals in specified zoning districts:
- a. First passage of ordinance
43. Hearing on Fire Station #1 Parking Lot Reconstruction:
- a. Resolution approving final plans and specifications and awarding contract to Manatt's Inc., in the amount of \$78,437.08
44. Hearing on Teagarden Drainage Improvements:
- a. Motion accepting Report of Bids
  - b. Motion continuing hearing to May 14, 2019



45. Hearing on 2018/19 Collector Street Pavement Improvements (Hickory Drive):
  - a. Resolution approving final plans and specifications and awarding contract to Manatt's Inc., in the amount of \$1,222,195.85
46. Hearing on 2014/15 Storm Water Facility Rehab (Somerset Subdivision Pond Improvements):
  - a. Motion rejecting all bids and directing staff to rebid at a later date
47. Hearing on Steam Turbine No. 7 Parts Procurement:
  - a. Motion accepting Report of Bids and delaying award of contract

**ORDINANCES:**

48. Second passage of ordinance amending Chapter 14 of the *Ames Municipal Code* to eliminate the investigative function of the Human Relations Commission
49. Third passage and adoption of ORDINANCE NO. 4384 to allow properties to increase the number of occupants by completing the Code requirements to make a room with a legally existing egress window a Code-compliant bedroom

**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*.**



# 2018 ANNUAL REPORT

AMES HUMAN RELATIONS COMMISSION

# 2018 ANNUAL REPORT

## AMES HUMAN RELATIONS COMMISSION

### CITY OF AMES MUNICIPAL CODE, CHAPTER 14

The purpose of this chapter is to implement the provision of the Iowa Civil Rights Act and to further provide for the general welfare of persons in the City of Ames, Iowa, by prohibiting certain discriminatory practices, and to establish a commission for the investigation of complaints of discrimination; and, to undertake projects of education to prevent discrimination; and, to establish procedures for the conciliation of such complaints; and to enforce the provisions hereof.

At an August 2018 city council workshop, council members directed the AHRC to not adjudicate cases and instead refer all cases to the Iowa Civil Rights Commission. At this workshop, Council also discussed various methods of gathering additional information to inform an adjusted or revised ordinance and directed the AHRC to review data available (including the Campus Climate Survey, Municipal Equality Indexes) and other available data; interact with ISU, ACSD, and any others well-positioned to give input on diversity, inclusion and equity in the community in order to recommend action items and changes to the ordinance.

### 2018 COMMISSIONERS:

- Liming Pals
- Wayne Clinton
- Joel Hochstein (Chair as of April 2018)
- John Klaus (Chair until March 2018) – expired term
- Anneke Mundel (Stepped down August 2018)
- Heidi Thompson (Stepped down July 2018)
- Brian Phillips (City staff)

The following report provides a chronological summary of key undertakings of the AHRC. This summary is followed by an overview of Ames civil rights complaints reported to the Iowa Civil Rights Commission in 2018. The AHRC's Strategic Plan for 2017-19 is also provided.

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.....pages 2-4

Ames Civil Rights  
Complaints 2018.....  
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2017-19 AHRC  
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Plan.....pages 6-10

## ACTIVITY HIGHLIGHTS:

### JANUARY 2018:

- The AHRC approved its annual partnership with Vanessa Baker Latimer on **Fair Housing Month** activities.

### FEBRUARY 2018:

- Approved language for the “**A Home for Everyone**” Award.
- AHRC also gained access to the City’s community system for records management. This had previously been done via private Dropbox accounts. This system allows city personnel working with the commission to have more control over who has access to information related to the AHRC.

### MARCH 2018:

- Discussed putting together PSAs with city staff involving educational topics from the strategic plan.
- Approved **Carrie Moser** from **Emergency Residence Project** for the “A Home for Everyone” Award.
- Approved Commissioner Hochstein to work on behalf of the Commission on the **Building Inclusive Organizations Symposium** hosted by the City of Ames, Ames Human Relations Commission, Iowa State Office of Diversity and Inclusion, and the Ames Chamber of Commerce.

### APRIL 2018:

- Commission selected Joel Hochstein as Chair.
- Discussed the May joint meeting with City Council.
- Discussed and approved programming partnership with **Inclusive Ames** to host several programs in the fall at the Ames Public Library.

### MAY 2018:

- Discussed co-sponsoring a program with **Inclusive Ames** titled: **Race: the Power of an Illusion** to be hosted at the Ames Public Library.
- Continued discussion on follow-up from May joint meeting with City Council.

### JUNE 2018:

- Commission approved a budget for the next fiscal year. Commission also reviewed physical materials that have collected in the City Manager’s office and discarded items that were outdated or not conducive to the mission of the commission. This budget approval and physical material review will be taking place in June of each year. It is unknown if the commission has ever approved a budget in the past.

### JULY 2018:

No meeting due to lack of quorum.

### AUGUST 2018:

- Approved funding for **IRIS Peace Walk** at \$500.
- Approved co-sponsoring a program with **Inclusive Ames** titled: **Race: the Power of an Illusion** to be hosted at the Ames Public Library after report from Commissioner Clinton.
- Discussed a Des Moines Register article regarding a racist WiFi hotspot name in Campustown.
- Conducted workshop with Ames City Council regarding Human Relations Ordinance Chapter 14.

### SEPTEMBER 2018:

- Co-sponsored a Cross-Cultural Communication program with **Inclusive Ames**.
- The AHRC provided sponsorship and all three commissioners participated in the **Iowa Resource for International Service (IRIS) Peace Walk** at Ada Hayden park.
- Approved request from **Iowa Civil Rights Commission** to renew the annual cooperative agreement and refer to City Council.

### OCTOBER 2018:

- Co-sponsored a Mindful Inquiry program with **Inclusive Ames**.
- Telephonic meeting conducted due to commissioner schedule conflicts.
- Approved **Humanitarian Award** application materials and referred city staff to post on AHRC website.
- Approved Commissioner Clinton to serve on behalf of the AHRC on the **Martin Luther King Jr. Celebration Planning Committee**.
- All three commissioners attended the **Building Inclusive Organizations Symposium**.

### NOVEMBER 2018:

- No meeting due to commissioner schedule conflicts and lack of quorum.

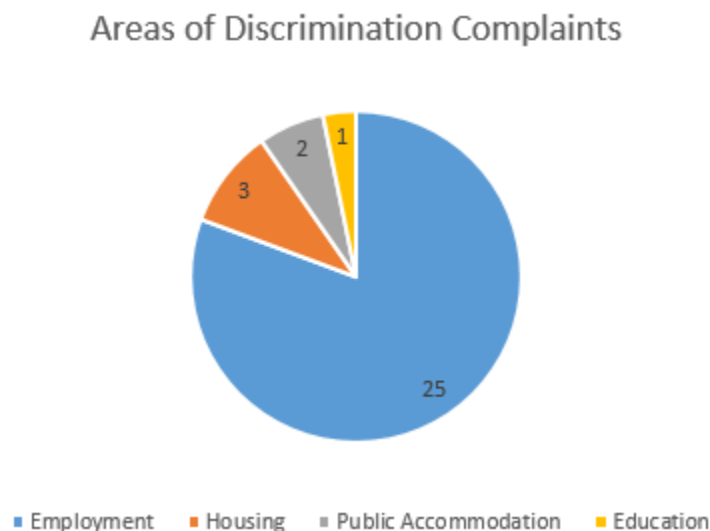
### DECEMBER 2018:

- Telephonic meeting conducted due to commissioner schedule conflicts.
- Selected **Dr. Reginald Stewart** as the Humanitarian Award recipient.
- Approved language and nomination form for the “**A Home for Everyone**” award.

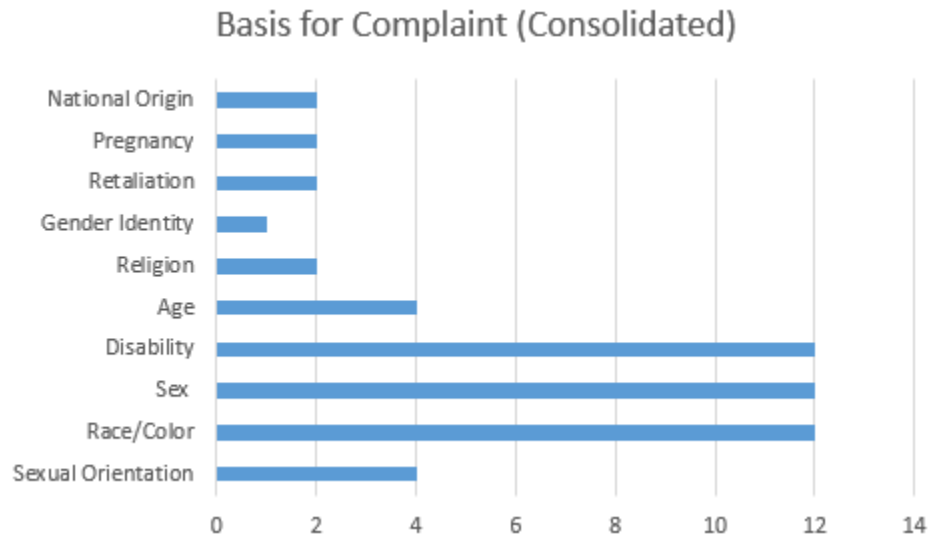
## AMES CIVIL RIGHT COMPLAINTS TO THE IOWA CIVIL RIGHTS COMMISSION 2018:

Citizens are able to initiate complaints to the City via the City Manager’s Office or make them directly to the Iowa Civil Rights Commission (ICRC). As a matter of procedure, reports made to the City are sent to the State for investigation and are tracked by the ICRC. Reports have been made to the Iowa Civil Rights Commission involving Ames of which the Ames Human Relations Commission is not notified. The Commission requested aggregate summaries of the Ames complaints made to the ICRC for the purpose of understanding the areas of complaints and concerns identified. Results of this request are provided below

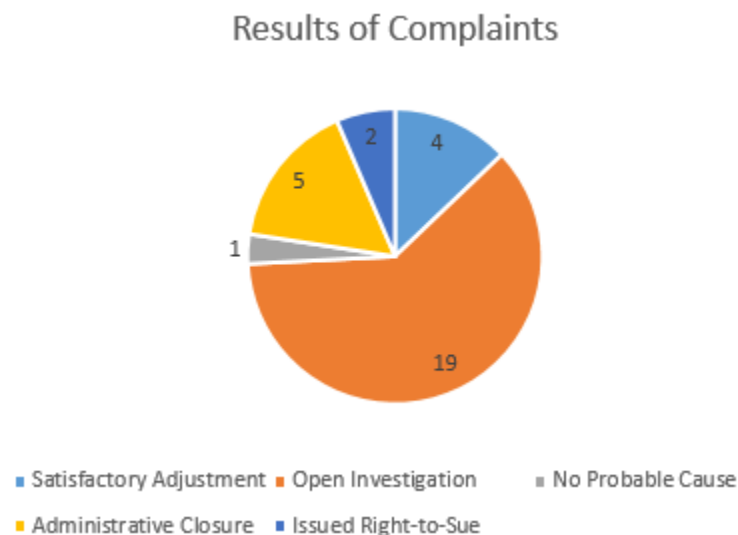
**Figure 1. Areas of Discrimination Complaints**



**Figure 2. Basis for Complaint (Consolidated)**



**Figure 3. Results of Complaints**



For comparison, in calendar year 2017, there were 17 complaints filed from Ames. Of these, 71% (12) were related to employment, while the remaining 29% (5) were related to housing. The bases or basis for the complaints was race (7 complaints), age (5 complaints), color (4 complaints), retaliation (3 complaints), physical disability (3 complaints), mental disability (2 complaints), religion (2 complaints), disability-not specified (1 complaint), “national origin” (4 complaints). Note that individuals may file complaints in more than one area simultaneously. Nine (9) of these complaints received administrative closure, one (1) was deemed “no probable cause”, while the final seven (7) were under open investigation at the time of the request.



## Calendar Year 2018 – Ames Complaints from ICRC (in full)

Area(s)	Bases/Basis	Cause of Action	Results
Employment, Retaliation	Retaliation	Harassment, Constructive Discharge, Demotion, Reduced Hours, Reduced Pay, Assignment, Discharge	Satisfactory Adjustment
Employment, Retaliation	Sexual Orientation (Heterosexual)	Discipline, Constructive Discharge, Sexual Harassment Assignment	Satisfactory Adjustment
Employment, Retaliation	Race (Black), Sex (Female)	Hiring	Open Investigation
Employment, Retaliation	Race (Black), Sex (Male), Color	Demotion, Discipline, Reduced Hours, Suspension, Assignment, Discharge	Open Investigation
Employment, Retaliation	Sex (Female), Pregnancy	Denied Accommodation, Benefits, Reduced Hours, Pay Comparability	Satisfactory Adjustment
Housing	Disability (Neurological Impairment, Other Impairment)	Reasonable Accommodation, Terms and Conditions, Eviction	No Probable Cause
Employment, Retaliation	Sex (Male), Age (Younger), Sexual Orientation (Homosexual)	Promotion, Training, Harassment, Sexual Harassment, Discharge	Open Investigation
Employment, Retaliation	Race (Black)	Harassment Discharge	Open Investigation
Employment, Retaliation	Disability (Anxiety, Depression)	Denied Accommodation, Recall, Layoff, Reduced Hours	Open Investigation
Employment, Retaliation	Retaliation	Demotion, Benefits, Harassment, Discharge	Open Investigation
Employment	Age (Older)	Constructive Discharge, Discharge	Open Investigation
Employment	Age (Older)	Discharge	Open Investigation
Employment, Retaliation	Race (Black), Color	Discharge, Harassment	Open Investigation
Housing	Disability (Anxiety, Depression)	Otherwise deny or make housing unavailable, refuse to rent, Reasonable Accommodation, terms and Conditions	Open Investigation
Employment	Sex (Female)	Harassment, Sexual Harassment	Open Investigation
Employment, Retaliation	Race (Black), Sex (Male), Religion (Other), Sexual Orientation (Heterosexual)	Demotion, Discipline, Promotion, Harassment, Sexual Harassment, Assignment, Pay Comparability	Administrative Closure
Employment	Disability (Other impairment)	Discharge	Administrative Closure
Employment, Retaliation	Sex (Female), Disability (Other impairment)	Denied Accommodation, Reduced Pay, Pay Comparability, Sexual Harassment, Assignment	Administrative Closure
Employment, Retaliation	Sex (Female)	Discharge	Administrative Closure
Employment, Retaliation	Sex (Female)	Harassment, Sexual Harassment , Discharge	Issued Right-to-Sue
Public Accommodation, Credit	Race (Black)	Denied Credit, Service	Administrative Closure

Employment	Sex (Female), Disability (Other impairment)	Discharge, Promotion, Pay Comparability	Open Investigation
Employment, Retaliation	Sex (Female)	Discharge, Pay Comparability, Terms and Conditions, Assignment	Issued Right-to-Sue
Housing	Race (Black)	Refuse to Rent, Otherwise deny or make housing unavailable	Satisfactory Adjustment
Public Accommodation	Race (Black)	Denied Service	Open Investigation
Employment	Sex (Female), Pregnancy	Denied Accommodation, Harassment, Discharge	Open Investigation
Employment	Disability (Back Impairment)	Hiring	Open Investigation
Employment	Disability (Regarded as)	Benefits, Harassment, Suspension	Open Investigation
Employment, Retaliation	Race (Other), National Origin (Other) Sexual Orientation (Homosexual), Gender Identity	Discharge, Discipline, Harassment	Open Investigation
Employment, Retaliation	Age (Older), Disability (Back Impairment)	Hiring	Open Investigation
Education, Retaliation	Race (Other), National Origin (Afghani, Arab, Middle Eastern), Religion (Muslim)	Discharge	Open Investigation

## AMES HUMAN RELATIONS COMMISSION 2017-19 STRATEGIC PLAN

### Introduction:

Since establishment by City Ordinance in 1974 the Ames Human Relations Commission has been charged with the responsibility of investigating, reporting, and making recommendations to the City Council on civil rights and human relations issues. The establishing ordinance prohibits specified discriminatory practices. It is the duty of the Commission to put in place and oversee, consistent with the City Ordinance, a process by which complaints of such discrimination are received, investigated and resolved in a manner that enforces those prohibitions. Additionally, the Commission has a duty to produce research, investigations, reports and publications to promote goodwill among the diverse citizens of Ames. What follows is a broadly stated strategic plan to guide the Commission in meeting its responsibilities in 2017-2019.

### Strategic Goal A – Watchdog

The Human Relations Commission will function as an alert and energetic watchdog. A watchdog is sensitive to approaching danger and barks a warning before harm happens. To that end, the Commission will undertake activities to discover conduct or circumstances that may lead to prohibited discrimination so that the community can be warned and assisted in preventing it. The Commission will develop and follow a protocol to handle discriminatory incidents in the Ames community.

### Strategic Goal B – Information & Analysis

The Commission will study the existence, character, causes and extent of discriminatory practices in the community.



Objective	Strategies	Performance Measures
Maintain objective knowledge related to claims of discrimination.	Obtain reports from the Iowa Civil Rights Commission on claims of discrimination in relation to types and probable cause.	<ul style="list-style-type: none"> <li>Annually review and trend reports.</li> </ul>
	Monthly receive reports from the City on types of claims made locally in writing, or on the website.	<ul style="list-style-type: none"> <li>Monthly agenda report of Discriminatory Claims to the City, and any concerns expressed on the Human <a href="mailto:Relations@cityofAmes.org">Relations@cityofAmes.org</a>.</li> </ul>
	Formal and informal reports will be used to determine priority areas of focus.	<ul style="list-style-type: none"> <li>Review reports and share with City Council and Community leaders annually and as needed.</li> </ul>
City and Community employers will be knowledgeable regarding workplace discrimination and how to decrease the risk.	Partner with community employers and human resource specialists to identify concerns and opportunities for non-discriminatory workplace cultures.	<ul style="list-style-type: none"> <li>Meet with Cyclone Society for Human Resource Management (CySHRM) to identify their concerns and opportunities to promote non-discriminatory cultures and practices.</li> <li>Summarize and share qualitative and quantitative findings with City Council relating to claims of discrimination.</li> </ul>
Support accurate reporting of City activities related to inclusion and anti-discrimination practices.	Work with City to identify public reporting related to inclusion and anti-discriminatory practices.	<ul style="list-style-type: none"> <li>Municipality Equality Index.</li> <li>Research potential rubrics for inclusion for City Services/Municipalities.</li> </ul>
Identify opportunities for obtaining information related to community member perceptions and experiences in relation to housing, employment, public accommodation, race and ethnic minority, gender identify, religion, age, gender, sexual orientation, physical or mental disability, or familial status.	Reach out to community partners or populations to identify concerns or successes.	<ul style="list-style-type: none"> <li>Bi-annually, collect and summarize findings to be used for future planning, i.e. Community Demographics, CyRide or City Surveys.</li> </ul>
The Commission will be an active presence in providing community education and deterring discrimination.	The Commission will increase engagement and community interactions.	<ul style="list-style-type: none"> <li>Monitor and report contacts or participation in relation to social media and public engagement activities.</li> </ul>

### Strategic Goal C – Public Awareness & Effective Communication

The Human Relations Commission will work to improve its profile and effectiveness in communicating with the general public as follows:

Objective	Strategies	Performance Measures
Raise public awareness of the Commission's work	Expand media outreach	<ul style="list-style-type: none"> <li>Provide an educational press release (on housing, employment, education/training, public accommodations or</li> </ul>

		<p>services, credit) to CitySide, the Ames Tribune, Iowa State Daily, and/or KHOI Radio station at least 4 x per year, ideally every 3 months.</p> <ul style="list-style-type: none"> <li>• Develop a protocol to communicate with the press following discriminatory incidents in the Ames community.</li> </ul>
	Maintain an active presence in the Ames community	<ul style="list-style-type: none"> <li>• Have at least one commissioner attend each of the events listed in the Commission's annual calendar, with visible identification (t-shirt, name-tag)</li> <li>• Co-sponsor community events with aligned organizations and individuals</li> <li>• Develop a list of, and work with, aligned organizations and individuals to provide links from their websites to the AHRC website.</li> </ul>
	Keep the AHRC website current and easy to navigate	<ul style="list-style-type: none"> <li>• Make a link to any AHRC educational pieces and resolutions, Iowa Civil Rights Commission documents, etc. from the website</li> <li>• Provide and update the annual calendar of events</li> </ul>
	Use social media to communicate with the public	<ul style="list-style-type: none"> <li>• Utilize the City of Ames Facebook page.</li> </ul>
Improve access to AHRC publications and dissemination of information for all persons	Revise website and documents to provide accessibility to those persons with limited English proficiency	<p>On the website:</p> <ul style="list-style-type: none"> <li>• Provide translated bolded/large print directions (in Spanish, Chinese, Arabic, and Korean) on (a) how to translate the web contents on the City site; (b) how to file a complaint; (c) how to access interpretation for other City services.</li> <li>• Provide link to Iowa Civil Rights Commission Complaint Form directions in Spanish</li> </ul> <p>On AHRC documents:</p> <ul style="list-style-type: none"> <li>• Provide translated bolded/large print directions (in Spanish, Chinese, Arabic, and Korean) on how to obtain</li> </ul>

		<p>interpretive services for assistance in understanding discrimination laws and filing complaints</p> <p>Bi-annually, review Ames City (Cy-Ride) demographic data to determine if translation is needed for other languages</p>
Improve communication with transgender, gender-nonconforming, and gender-questioning persons within the Ames community	Revise City website and brochures to include gender neutral language	<ul style="list-style-type: none"> <li>• Remove his/her language from AHRC-specific literature</li> <li>• Explore the possibility of removing such language from other City documents.</li> </ul>
Raise public awareness of community organizations, activities, and individuals that exemplify inclusivity and a non-discriminatory approach	List these organizations, activities, and individuals on the AHRC website	Annually, award the Humanitarian Award and Fair Housing Award

#### **Strategic Goal D – Management Excellence**

The Human Relations Commission will strive to keep this strategic plan at the forefront of all its decisions and activities. In the spirit of that objective, the Human Relations Commission agenda will reflect the strategic plan by indicating a section for each strategic goal. All business of the commission should be placed under a subheading in the agenda for each meeting and if a business item is linked to more than one goal, each goal should be identified beside the business item [ie: Commission Response to White Nationalist Remark (SG-A, SG-C)]

The Human Relations Commission will strive to effectively spend the budgeted monies from the Ames City Council. Monies allocated for the Commission should only be used in ways what advance these strategic goals. During its annual report, the Commission should describe the ways in which its monies were used and in what ways its use advanced the goals described above.

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

AMES, IOWA

APRIL 2, 2019

The Special Meeting of the Ames City Council was called to order by Mayor John Haila at 6:00 p.m. on the 2<sup>ND</sup> day of April, 2019, in the City Council Chambers in City Hall, 515 Clark Avenue. Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, David Martin, and Chris Nelson were present. *Ex officio* Member Allie Hoskins was also present.

**AMES PLAN 2040 UPDATE:** Mayor John Haila introduced Planning and Housing Director Kelly Diekmann. Director Diekmann said staff and RDG are preparing to move into phase 2 of the project. He told Council that the team wants to share information and public feedback received so far, and allow Council to ask questions. Mr. Diekmann said the April 23, 2019 Council meeting will be the next meeting for Council to give direction.

Director Diekmann said Community Engagement was Phase 1, and continues throughout the process, and that Phase 2, Ames Today, is about to begin. He introduced RDG representatives: Justin Platts, Amy Haase, Marty Shukert, and Cory Scott. Mayor Haila asked what direction staff will be looking for on April 23. Mr. Diekmann said land use decisions will be evaluated and more information on projections will be given ahead of the meeting in order for Council to determine preferences on how the scenarios will be evaluated.

Mr. Scott said more than 400 people have participated in the public input process. He said there is so much content that they are documenting the process, and the public engagement report is available. Mr. Scott described some of the events that have taken place including the kickoff on February 5, 2019 where about 200 people participated by sharing their visions for Ames and discussing quality of life. Mr. Scott said challenges and ideas were shared during focus groups, which helped determine patterns. He said all feedback is included in the report and will be translated into the different components of the process. Mr. Scott said school districts will be engaged in September. He said they have had conversations with Ames Citizen Institute, Ames Citizens Academy, and Neighborhoods. Council Member Gartin asked if 400 was a good number of responses for a city this size. Mr. Shukert said 1% of the population is a successful survey, so they are in good shape with the responses. Member Gartin asked if the survey distinguishes where the person lives. Mr. Diekmann said the survey asks if the responder lives in Ames.

Mr. Scott said the Request for Proposals (RFP) topics for a Comprehensive Plan are: 1) Expansion of the City, 2) Opportunities for Infill Development, 3) Future Demand for Housing and Commercial Use, 4) Sustaining Neighborhoods, 5) Support of Social and Cultural Connections, 6) Transportation Choices, 7) Sustainability, 8) Well-being and Healthy Living, 9) Subarea Planning, and 10) Urban Fringe Management. He said they used those elements to structure public engagement to relate with people. He said RDG then condensed the public feedback to six “big picture” thoughts that start to shape ideas for the next phases of the project: 1) A City with Variety, 2) Transportation Equality, 3) Vibrant and Balanced Market, 4) Embrace the Environment, 5) Be Bold and Unique, and 6) Character at All Scales.

The ten topics were discussed. Mayor Haila asked what was considered under Expansion of the City,

Growth Strategies. Mr. Scott said if boundaries are extended, the City must serve those residents and the costs of City service resources were considered. Member Betcher said on page 7 of the report, there was a real interest in infill development among survey respondents. Mr. Scott said they heard a lot about infill development. Ms. Betcher asked if that encompassed redevelopment of downtown, campustown, Somerset, or North Grand Mall. Mr. Scott said he doesn't remember as many comments on redevelopment. Mr. Shukert said it's interesting to contrast that input and the input from stakeholder groups. He said developers are not necessarily saying the same thing, rather a lack of developable land, and a need for more partnerships on infrastructure development. He said it is common to hear more about infill development and land utilization from members of the public and more interest in green field development and geographic growth from developers. He said more will be explored on infill vs. new development. Ms. Betcher asked if developers were commenting on Iowa State University (ISU) land. Mr. Shukert said university land establishes growth boundaries. He said developable, open land is a precious commodity. Mr. Shukert said an evaluation of existing conditions is needed to see how much of the city's projected growth can be accommodated by infill and redevelopment.

Mayor Haila asked how the consultants balance the understanding of what is available with what people want. Mr. Scott said the scenarios need to be developed based on informed methodology. He said they can also bring forward what other communities have done. Mr. Shukert said they will look at a level of reality for what is actually possible, and a preferred scenario is most likely going to be a combination of development.

Ms. Haase said residents were noting variety. Mr. Scott said they heard many comments on options in housing. Mayor Haila asked what "different types of housing" means. Ms. Haase said it means available housing for different stages of life. She said the empty nester product styles are desired in many communities. Mr. Gartin asked about the risk of gentrification and possibly losing certain price points. He noted there are many complications with infill, and appreciates the option of a combination so people are not priced out of the market. Ms. Haase said policies may need to be in place to help guide the discussion of economic variety.

Member Betcher asked if there was any input about Accessory Dwelling Units (ADU). Mr. Martin said that was mentioned within the longer report available online. Ms. Haase said the ADU conversation is growing nationally. Mr. Scott said housing trends will be discussed. He said there is a perceived thriving rental market and also a perceived struggling rental market so that will be looked at in more detail. He said there are few local builders, and they are doing higher end development upwards of \$400,000. Mr. Scott said they will also be revisiting how to reinforce complementary land uses so commercial development thrives. The Market Study by Gruen Gruen & Associates was referenced and it was noted the report is also on the City website under Planning and then under Comprehensive Plan 2040.

Feedback regarding neighborhoods was discussed, and Mr. Scott said responses included the need for momentum and balance within neighborhoods. He said sustainability on a City level was discussed. Ms. Betcher said global sustainability issues were mentioned, and asked if there was concern on a regional basis such as watersheds. Mr. Platts said decisions made locally that affect

other communities was a concern. Mr. Scott thanked those that have participated in the meetings, and encouraged reading the document, as it will become a rubric to check the process.

Ms. Haase said there has been a healthy trajectory of growth over the last many years. She discussed the projected growth by looking at options, and concluded that the projected population growth rate is 1.5 - 2% per year. She said if a community is growing at 1%, it's growing at a pretty healthy rate. She also said universities are looking to stay flat or decrease a bit in the near future. It was noted the vacancy rate is less than 5% for Ames right now. Ms. Haase said that number tells about the options available to someone moving to Ames, and if the variety isn't there, they will look somewhere else and become established in that place. She said for that reason, somewhat of a vacancy rate is nice. Member Gartin said those people also pay local option sales tax in the community they choose to establish themselves.

Housing demand options were discussed and Ms. Haase said the demand will be increasing about 1.5-2% per year. She said in working with small and large university cities, a common trend shows student-oriented development is flattening out or slowing down, and since the recession, renter-occupied units have increased nationally. She said the renter-occupied units would include units for young professionals and others, not necessarily large multi-family structures. Ms. Haase said the next step in the process is to fine tune the projections and take those into the different scenarios for types of housing and densities.

Ms. Betcher asked about ADU's as a variety of housing, specifically in terms of college towns. Ms. Haase said there is a perception surrounding ADU's because of students living in neighborhoods that they will need to be sensitive to. Mayor Haila asked about ISU attendance projections. Mr. Diekmann said projections are fairly stable. He said for the plan in 1997 no growth at ISU was assumed, and they are intentionally assuming the same this time, but will provide ways to adapt to fluctuations. International student decreases and generational decreases were noted. It was discussed that enrollment changes need to be discussed and considered by Council. Ms. Haase said most of the students are pulled out of the projections and within the models they are being conservative. Mayor Haila asked if steady student enrollment projections are being assumed over the next 20 years. Ms. Haase concurred. Mr. Shukert said ISU is not expanding dormitories, and is depending on the private sector to meet the gap. He said they can reasonably suppose if enrollment dropped, occupancies in private buildings would drop and those places would enter the permanent housing stock. Mayor Haila noted the importance of considering decreasing enrollment when preparing scenarios for the Council to consider. Mr. Shukert told the Council in Fayetteville, Arkansas the university is not building housing, and the private sector is building student cottages with the intent that they could be student housing, and could meet a different housing need in the future. Mayor Haila said flexibility and adaptability is going to be very important going forward.

Ms. Haase said senior living conversations based on the generational population changes are also very interesting. Mr. Shukert said parking garages are even being built so they can be converted to housing at some time. Mayor Haila said there is not much land left for high density development, and wants to be sure to take permanent residents into consideration.

Mr. Scott discussed the Gruen Market Study, and said there was growth in all market areas, except construction, which was a minor decrease. He said this report will be blended with the RDG report to look at jobs and housing balance. On April 23, 2019 RDG will have some land use projections for office, industrial, and retail space to share with Council. Competitive advantages and constraints of the community were discussed. Mr. Nelson asked if the Gruen Market Study is available. Mr. Diekmann said the report, and everything pertaining to the Ames Plan 2040 is available on the web page under Planning and then under Comprehensive Plan - 2040.

A map of vacant land inventory was shown. Mr. Diekmann said the flood plain overlay land is included on the map even though it will not be developed. Mr. Scott said the housing projections and population projections will go into the demands for recreation, residential, commercial, industry, and employment projections. He said they are looking at projections through a planning perspective, and an economic perspective.

Mr. Platts said development trends, challenges, and opportunities are being looked at according to regions of Ames. Mayor Haila asked about the types of challenges that could exist. Mr. Platts said challenges could be financial, political, infrastructure, or access challenges. Mayor Haila said it would be nice to know if those challenges can be overcome when considering the different scenarios. Mr. Platts said that can be added at the next level. He discussed the regions. Ms. Betcher asked about water and sewer challenges in the SW region. Mr. Diekmann said that is a challenge. Mr. Platts said the immediate SW is not as challenging as farther southwest. It was noted that sewer, water, and water quality would be moved to “challenges” for the SW area.

Director Diekmann said there are constraints in most directions for major development, except for the industrial development to the east because of the City’s prior action. He said RDG will be looking into topography and opportunity in all directions. Mayor Haila asked at what point a city doesn’t feel like a city, going beyond major boundaries like an interstate, rivers, highway, etc. It was noted that on April 23, the team will share some methodology on how to approach this question. Mr. Scott said from now until June, the team will be evaluating the different scenarios with that in mind. Mr. Shukert said if a certain sector meets many criteria for growth but would be isolated, a question of how to make it part of the community can be asked. Mr. Gartin said rural subdivisions are being built in some areas, and it would be helpful to see them on the map.

City Manager Steve Schainker said if a growth scenario is chosen, Council will need to know if overcoming the obstacles is worth it to obtain a certain number of units in a particular area. Mr. Diekmann said the effect of land use and financial viability will get evaluated at a higher level. Mr. Schainker asked how RDG will prepare Council for the needed action. Mr. Scott said what has been done in different places will be helpful to the process. Mr. Shukert said the variables will need identified, and then it will be decided which variables are the most important. He said data still needs gathered regarding which parts of the City are open and available and served by urban infrastructure. Mr. Shukert said they would like Council to consider which variables are the most important in terms of constructing the alternative concepts for evaluation. Mr. Gartin said a prior Council determined not to grow north and now it’s very hard to access the north, so transportation must be considered. Mayor Haila asked if Council will be receiving a list of things to think about

including factors and parameters, and questions to consider before the dialogue at the April 23 meeting. He said he doesn't want Council to ask RDG to develop scenarios that won't work. He said it would be helpful to be informed about land availability, costs to develop areas, etc. to more effectively make decisions and provide direction. Mr. Shukert said there are certain parameters that are clear already, including a general community preference for compact growth, sustainability, and taking advantage of land and infrastructure already available. He said some guidance is already there, and RDG desires to select scenarios that are attainable realities.

Mr. Scott said at the April 23 meeting, philosophical models and how something can be created tailored for Ames will be discussed, and then when the philosophical approach is understood, the team will work on scenarios to be presented to Council in June. Mayor Haila said a general knowledge of costs for the areas and other general guidance would be helpful. Mr. Schainker said first there is an overriding philosophical approach to selecting scenarios, which will then lead to selecting scenarios.

Mayor Haila said he appreciates knowing what RDG is hearing and wants to respect the work of the public. Mr. Gartin said the housing projections are very valuable and asked if they have heard from growing businesses about housing challenges. He said Council is hearing that the lack of housing is a challenge from an economic growth perspective, and because Ames lacks housing, it could be a downward pressure point for economic development. Ms. Hasse said housing is economic development because a city cannot grow economically without the housing. She said reframing those conversations is needed. Mr. Gartin said Council is also concerned about affordable housing, and asked if there is a way to reach out to individuals facing those housing challenges. Mr. Diekmann said Ms. Baker-Latimer is doing some targeted outreach for the Community Development Block Grant (CDBG) Consolidated Plan, and they are hoping that information is informative to this process. Ms. Haase said having conversations with social service providers is also very important. Mr. Shukert discussed "resort communities" where there are lower wage jobs but those employees cannot live in the community because of lack of housing. Mr. Gartin expressed concern.

Mayor Haila asked how much guidance can be received prior to the April 23 meeting to assist Council in being efficient. Mr. Diekmann said a Council Action Form will be written and it will consist of guided direction. An early start time was discussed. Member Martin asked for a couple examples of philosophies to be discussed.

City Council recessed at 8:00 p.m. and reconvened at 8:07 p.m.

Mayor Haila said public input will be received at a future time. Mr. Diekmann said the online survey will be open until April 23. Mayor Haila said emailing thoughts and input to him and City Council members is also an option. Director Diekmann said RDG can give visual representation from other cities early next week, and toward April 23, a Council Action Form with specific requests for direction will be provided.

Member Martin asked about meeting with the school districts. It was noted that students and staff will be asked for feedback. Member Betcher said the definite constraints such as ISU land, federal



land, and others would be helpful to understand visually. She also said she is interested in Ames Citizens Academy feedback. Mr. Diekmann said an updated public input report will be available before the April 23 meeting that will include that input. Ms. Betcher asked what impact the tax discussions in the legislature affect the information being considered. Mr. Diekmann said at this point the process will not be impacted, but those discussions could affect implementation.

**COUNCIL COMMENTS:**

Mr. Gartin said Stash the Trash is happening on Saturday, April 6.

Ms. Hoskins said a spring safety walk in the Campustown area will occur on April 17 at 8:00 p.m.

**DISPOSITION OF COMMUNICATIONS TO COUNCIL:**

Mayor Haila acknowledged the letter received from the Story County Board of Supervisors dated March 26, 2019 regarding the Ames Urban Fringe Plan.

**ADJOURNMENT:** The meeting adjourned at 8:18 p.m.

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Diane R. Voss, City Clerk

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John A. Haila, Mayor

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Erin Thompson, Recording Secretary

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

AMES, IOWA

APRIL 9, 2019

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:00 p.m. on April 9, 2019, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Chris Nelson, and David Martin. *Ex officio* Member Allie Hoskins was also in attendance.

**PROCLAMATION FOR “BEV KRUEMPEL MAKING DEMOCRACY WORK DAY”:** Mayor Haila proclaimed April 13, 2019, as “Bev Kruempel Making Democracy Work Day.” Accepting the Proclamation was Bev Kruempel.

**PROCLAMATION FOR “NATIONAL BOYS & GIRLS CLUB WEEK:”** The week of April 8-12, 2019, was proclaimed “National Boys & Girls Club Week” by Mayor Haila. Those accepting the proclamation were Chief Executive Officer of Story County Boys & Girls Club Erika Peterson, Development Director Jodi Stumbo, Operations Director Kaitlin Binnebose; and Cody Haferbier, who is the 2019 Youth of the Year. Mr. Haferbier is a Senior at Ames High School and has been with the Boys & Girls Club since he was in third grade.

**PROCLAMATION FOR “ECO FAIR DAY:”** Mayor Haila proclaimed April 20, 2019, as “Eco Fair Day.” Accepting the Proclamation were Director of Electric Services Don Kom and Assistant Director of Water & Pollution Control Christina Murphy. The Mayor informed everyone that the Eco Fair will be held in the Community Center Gymnasium at 515 Clark Avenue on Saturday, April 20, 2019. The event is free and will be open to the public from 9:00 a.m. until 1:00 p.m. In addition to interesting displays, and energy-related literature, there will be door prizes, giveaways, and games for kids.

**PROCLAMATION FOR “FAIR HOUSING MONTH:”** April 2019 was proclaimed as “Fair Housing Month” by Mayor Haila. Those accepting the proclamation were Planning and Housing Director Kelly Diekmann, Chairperson of the Human Relations Commission Joel Hochstein, and ACCESS Coordinator Virginia Griesheimer. Mr. Diekmann stated that the City has a very important role in supporting a number of organizations that do a lot of work for housing throughout the community. The City works to help educate landlords and work with tenants

**PRESENTATION OF THE AMES HUMAN RELATIONS COMMISSION “A HOME FOR EVERYONE” AWARDS:** Chairperson of the Ames Human Relations Commission Joel Hochstein explained that one of the ways that they recognize good work in the community is the “Home for Everyone” Award. The “Home for Everyone” Award recognizes and honors an individual or an organization that has made an exemplary commitment to providing safe, quality, and equitable housing opportunities that enhance the quality of life for members of the community.

The first award was presented to the Ames Economical Housing Association. Mr. Hochstein noted

that the Ames Economical Housing Association began offering affordable housing to older and physically challenged individuals with limited financial resources in 1985. He thanked the Ames Economical Housing Association for its dedication to the community and all the work it has done in the last 34 years.

The second award was presented to Youth and Shelter Services (YSS). Mr. Hochstein stated that YSS has been a cornerstone of the Ames community for the past 40 years and its deep dedication to youth and young adults in the community is admirable. Youth and Shelter Services transitional living program assists youth and young adults to live more independently as they navigate from homelessness to more stable housing environments.

It was noted that “Reggie’s Sleepout” is going to be held on Friday, April 26, 2019, which will be held at the Cyclone Sports Complex on Ash Avenue in Ames. “Reggie’s Sleepout” supports Emergency Residence Project, ACCESS, and YSS. All the money donated stays in the community.

**CONSENT AGENDA:** Mayor Haila noted that there is an Amended Council Action Form for Item No. 18; the amount went from \$38,000 to \$40,000.

Council Member Gartin asked to pull Item No. 18, Resolution setting date of public hearing for sale of City-owned properties at 1228 Stafford Avenue and 3305 Morningside Street.

Moved by Gartin, seconded by Beatty-Hansen, to pull Item No. 18 from the Consent agenda for separate discussion.

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

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

6. Motion approving payment of claims
7. Motion approving Minutes of Regular Meeting held March 26, 2019
8. Motion approving Report of Contract Change Orders for March 16-31, 2019
9. Motion approving ownership change for Class E Liquor License for Kum & Go #200, 4510 Mortensen Road
10. Motion approving ownership change for Class E Liquor License for Kum & Go #216, 203 Welch Ave.
11. Motion approving ownership change for Class E Liquor License for Kum & Go #214, 111 Duff Ave.
12. Motion approving ownership change for Class E Liquor License for Kum & Go #227, 2108 Isaac Newton Drive
13. Motion approving ownership change for Class E Liquor License for Kum & Go #113, 2801 E. 13<sup>th</sup> Street
14. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
  - a. Class C Liquor License with Outdoor Service and Sunday Sales - Brick City Grill, 2704 Stange Road

- b. Class C Liquor License with Sunday Sales - Cinemark Movies 12, 1317 Buckeye Ave.
  - c. Class B Liquor License with Sunday Sales - Radisson Ames, 2609 University Blvd.
  - d. Special Class C Liquor License with Sunday Sales - Smokin Oak Wood-Fired Pizza, 2420 Lincoln Way, Ste. 101
  - e. Class C Liquor License with Catering, Outdoor Service and Sunday Sales - Cyclone Experience Network, 1705 Center Drive - Hilton Coliseum
  - f. Class C Liquor License with Catering, Outdoor Service and Sunday Sales - Perfect Games Inc., 1320 Dickinson Ave.
  - g. Class C Liquor License with Outdoor Service and Sunday Sales - Provisions Lot F, 2400 North Loop Drive
  - h. Special Class C Liquor License with Class B Native Wine - Szechuan House, 3605 Lincoln Way
15. Requests from Kappa Sigma for Ash Ave. Celebration on Saturday, April 20:
- a. Motion approving blanket Temporary Obstruction Permit
  - b. Motion approving blanket Vending License
  - c. RESOLUTION NO. 19-123 approving waiver of Vending License fee
  - d. RESOLUTION NO. 19-124 closing Ash Avenue between Gable Lane and Sunset Drive from 11:30 a.m. to 5:30 p.m.
16. Request from Mary Greeley Medical Center for Hope Run on Saturday, June 15:
- a. Motion approving blanket Temporary Obstruction Permit
17. Request from Campustown Action Association for Summerfest in Campustown on Saturday, June 1:
- a. Motion approving a 5-day Class B Beer License and Outdoor Service for A&R Marketing, Inc (June 1) at 217 Welch Ave.
  - b. Motion approving blanket Temporary Objection Permit
  - c. Motion approving blanket Vending License
  - d. RESOLUTION NO. 19-125 approving waiver of Vending License fee
  - e. RESOLUTION NO. 19-126 approving closure of the 200 block of Welch Avenue and Chamberlain Street between Welch Avenue and the Chamberlain Lot Y exit, Welch Lot T, and Chamberlain Lot Y between 7:00 a.m. and 10:00 p.m.
  - f. RESOLUTION NO. 19-127 approving closure of parking spaces in the 200 block of Welch Avenue, on Chamberlain Street between Welch Avenue and the Chamberlain Lot Y exit, Welch Lot T, and Chamberlain Lot Y between 7:00 a.m. and 10:00 p.m.
  - g. RESOLUTION NO. 19-128 approving waiver of parking meter fees
  - h. RESOLUTION NO. 19-129 authorizing access to City-owned electrical outlets and approving a waiver of fees for the electricity used
18. Iowa State University Research Park Phase IV Improvements Project:
- a. RESOLUTION NO. 19-131 approving Professional Services Agreement with Shive Hattery, Inc., for design services for the Iowa State University Research Park Phase IV Improvements Project
  - b. RESOLUTION NO. 19-132 approving Revitalize Iowa's Sound Economic (RISE) Grant Agreement for ISU Research Park Phase IV Improvements (Collaboration

Place & South Riverside Drive)

- c. RESOLUTION NO. 19-133 authorizing release of Letter of Credit being held for public improvements, which are now being funding by an Economic Development Administration grant and RISE Grant
19. RESOLUTION NO. 19-134 approving Water Quality Initiative Urban Conservation Demonstration Project Funding Agreement with Iowa Department of Agriculture and Land Stewardship for the Campustown Public Improvements (Welch Avenue) in the amount of \$100,000
20. RESOLUTION NO. 19-135 awarding contract to Ames Ford of Ames, Iowa, for the purchase of four 2019 Ford Ranger pickups for \$93,982.48
21. RESOLUTION NO. 19-136 approving contract and bond for 2019 Pavement Improvements - CyRide Bus Turnarounds
22. RESOLUTION NO. 19-137 approving contract and bond for CyRide Bus Wash Renovation
23. RESOLUTION NO. 19-138 approving contract and bond for Unit 7 Boiler Repair Project
24. RESOLUTION NO. 19-139 approving Change Order to Palmer Group of Des Moines, Iowa, for temporary clerical support for the City Manager's Office
25. RESOLUTION NO. 19-140 approving Change Order No. 2 to Sargent & Lundy, LLC for additional engineering services for the Repair of RDF Storage Bin

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

**SETTING DATE OF PUBLIC HEARING FOR SALE OF CITY-OWNED PROPERTIES AT 1228 STAFFORD AVENUE AND 3305 MORNINGSIDE STREET:** Council Member Gartin said he pulled this item from Consent in order to abstain from the vote due to a potential conflict of interest.

Moved by Martin, seconded by Corrieri, to approve RESOLUTION NO. 19-130 setting the date of Public Hearing for sale of City-owned properties at 1228 Stafford Avenue and 3305 Morningside Street.

Vote on Motion: 5-0-1. Vote Aye: Betcher, Martin, Nelson, Beatty-Hansen, Corrieri. Voting nay: None. Abstaining due to Conflict of Interest: Gartin. Motion declared carried.

**PUBLIC FORUM:** Shellie Orngard, 928 Burnett Avenue, Ames, stated that she completed the survey designed for input from the community regarding the Ames Comprehensive Plan. She noted that while taking the survey there were questions asking about the future economic well-being and quality of life of Ames, but she would have liked to see more questions regarding the Environmental or ecological health and well-being of Ames. Ms. Orngard specifically wanted to address Climate Control and asked the Council to consider having the Ames Comprehensive Plan include environmental and ecological health.

**UPDATE REGARDING HEALTHY LIFE CENTER:** City Manager Steve Schainker stated that they are at a crossroads today as he will provide a final status for the Healthy Life Center (HLC) and

then a decision will need to be made to either move ahead with the project or not. Mr. Schainker then went on to thank the Story County Board of Supervisors, Mary Greeley Medical Center Board of Directors, and Heartland Senior Services Board of Directors for the level of commitment they have provided to this project. He thanked Ann Campbell and Bev and Warren Madden for leading the private fund-raising campaign, and the Steering Committee, who worked for the past three years this project.

Mr. Schainker explained that the Council Action Form outlined the difference from what they planned on having from a construction and operating cost standpoint to what they actually have as of today. He noted that the amount raised did fall short. Mr. Schainker reminded everyone that RDG, in January, quoted a \$48,700,000 project and that was with 2019 dollar amounts. In order to move forward with a bond they needed to increase the amount to what the 2020 dollar amount would be, which included a 4% increase to \$50,648,000. City Manager Schainker noted that they did try to find some reductions and are recommending about \$5.8 million in reductions.

City Manager Schainker mentioned that they were able to get funding commitments for construction of the HLC from the following: Mary Greeley Medical Center (\$7 million); Heartland Senior Services (\$3.5 million); Story County (\$2 million); Private Donations (\$6 million) and City of Ames (\$2 million). He noted that if moving forward with the project, there will be a \$24 million bond issue, but that amount may vary a little.

Council Member Betcher asked if the \$6 million in private donations that has been accumulated is going to be all there is, or will more donations be coming in. Ann Campbell came forward and mentioned that more money will be coming in, but they are no longer actively pursuing donations. Ms. Campbell noted that they are anticipating an opportunity for a fund that would give scholarships and explained that one of the lead donors would be interested in donating for ongoing support for those who need scholarships.

Parks and Recreation Director Keith Abraham displayed on overhead regarding how they can cut back project costs by \$5,839,845 while still maintaining the concept of the HLC. The following reductions were recommended: Building Construction Methods, Building Materials, and 30% Less Glass (\$2,491,607); Reduced Gym Size (\$687,854); Eliminate Arts & Crafts Room (\$250,823); Reduced Contingency from 15% to 13% (\$1,436,215), Reduce Design Fees (\$661,346); and Eliminate Land Purchase (\$312,000). Mr. Abraham showed a diagram of what the HLC would look like with the recommended reductions.

Council Member Martin questioned where the walking tracks would be. Mr. Abraham stated the walking track would be over the basketball courts and another path would be around the cardio/weights area.

Council Member Gartin stated that he is concerned about the reduction of the basketball courts as there already aren't enough courts for the youth to practice on. Mr. Gartin also noted that if any tournaments wanted to come utilize the basketball courts, they would not be able to as they are not

regulation size. Mr. Abraham stated they are not looking to have tournaments in the gymnasium and noted that research has shown they need to limit what is rented out. He explained that someone wanting to get a membership to the HLC wants to have their own private time and not be interrupted by events.

Council Member Betcher inquired if the reduction in glass would be a positive or negative for energy consumption. Mr. Abraham stated the loss of windows will reduce cost, but from an energy standpoint, did not see a change.

Council Member Nelson asked if the basketball courts in the original design had four courts or three. Mr. Abraham stated that there were four courts, but the size of each court was not high-school regulation size.

Mayor Haila asked, with the reduction in the building construction methods/materials, if the building was going to be a pre-engineered metal building. Mr. Abraham stated it would be a metal roof that would be sloped, the backside would be the area that would have the metal material, and the front would still be the post and beam as previously discussed. Mayor Haila commented that he was concerned about changing the materials as he was not sure about the longevity of the new design.

Further discussion ensued regarding the recommended reductions in project construction.

City Manager Schainker stated that the City wants to be as transparent as possible and wanted the community to know about the operating costs associated with this project. The RDG report estimated expenditures at \$3.2 million annually, with revenues being about \$2.5 million. Mr. Schainker stated that staff reviewed the expenditures to see if there was anywhere to cut back. Mr. Abraham stated that the footprint of the redesign would be about 5,000 square feet less, which would reduce the Electrical Services by \$14,228 and natural gas to \$8,537. He noted that they could also eliminate a Maintenance Worker & Benefit position saving \$72,800; and finally reduce life guard hours and benefits to save \$41,635. The total savings in expenses would be \$137,000. Council Member Beatty-Hansen noted that if the design did go back to the original plan, the amount of the expenditures would go back up.

Mr. Schainker stated that the deficit with the original plan would be \$673,864, and with the recommended changes, it would be \$536,664. He noted that Story County was going to contribute \$200,000 each year, but now will only be \$100,000 annually and inflate by 3% each year. Mary Greeley Medical Center will give \$105,000 annually toward the deficit and their tenant space plus inflate 3% per year. Heartland Senior Services will do a percentage of 10% for the dry side of the building and 100% of its tenant space. Mr. Schainker noted that all the amounts he noted by the organizations are subject to change, and the City of Ames will be responsible for the total facility deficit minus the above revenues.

City Manager Schainker reviewed went over the property tax impact and wanted it noted that these numbers could be different in the future when the City bonds are actually bid. For residential

properties per \$100,000 of assessed valuation, with the revised plan, the property tax increase would be 6.70% or \$38.26 and for commercial and industrial property, it would be 6.71% or \$60.51. Ms. Beatty-Hansen stated that for anyone watching at home, the 6.70% property tax increase is only the City's portion of the properties' overall taxes. Mr. Schainker stated that is correct as the City only represents 33% of property taxes.

Mr. Schainker commented that he wants everyone to know the risks of moving forward with this project. He noted that in the past they have waited until the donations have been transferred to the City before starting with the project; however, with this project some of the donations will not be given within the same year and some pledges that have come in will be donated over three years. He noted that the City will be able to handle it on a cash flow basis, but if for any reason the pledges don't come in, then the City could come up short.

City Manager Schainker stated that City staff had agreed to the Steering Team's request to consider assuming the responsibility for the City to own and operate the HLC based on the assumption that the two original partners, MGMC and Heartland, would continue their financial support. He noted that they have been informed that the MGMC Board has indicated its willingness to guarantee financial support for the operating expenses for the initial 15 years and then it will be up to MGMC if they wish to continue. Heartland has agreed to give financial support until it is mutually agreed upon that the relationship has been severed; however, Story County does not have a duration set.

Mr. Schainker noted that some of the benefits to having the HLC would be that the City had a quality amenity, help employers to recruit and retain employees, offer applied learning experience, improve the health of the citizens, reduce health care cost for employers, and replace the municipal pool, which is scheduled to be demolished in 2022 by the School District. He noted that the next steps would be:

1. Request that the City staff prepare the necessary language for a \$24,308,155 bond referendum for an August 6, 2019 election.
2. Direct staff to finalize agreements with Story County, MGMC, and Heartland stipulating the financial responsibilities for the construction and ongoing operations of the HLC as well as an agreement with ISU for the HLC site.
3. Collect the signed financial pledges to verify the \$6 million commitment from private donations.
4. Authorize \$7,500 from the Contingency Account for the City's bond election informational campaign.

Mr. Schainker noted that all four steps will be finalized at the May 14, 2019, City Council meeting. He explained that, while no action is required at this time, the cost of a special election for the HLC would be an estimated cost of \$25,000.

Council Member Martin inquired if any of the other funding partners have had any feedback on the proposed reductions. Mr. Abraham stated that staff has spoken with the organizations and agreed with the changes and their only concern was that the changes being recommended would not



jeopardize the concept of the HLC.

Ms. Betcher asked if they added items back in, would the Council be able to see a possible tax breakdown. Mr. Schainker stated that he can provide that information; it just depends on what is being recommended to be added in as he will need to consult with RDG Planning & Design.

Further discussion was had over what the proposed property tax amount would be with different dollar amounts.

Mayor Haila opened public comment.

Anne Kinzel, 720 Duff Avenue, Ames, explained that she has worked in both public and private health. She noted that a few problems today are loneliness, obesity, and public health problems. Ms. Kinzel commented that having a Healthy Life Center in Ames is a very modern way of approaching health problems. She stated that the Council's support of the Healthy Life Center would match the Community Vision of wanting to be a forward-thinking community.

Kyle Poorman, 1815 Northwestern Avenue, Ames, urged the Council to think hard before making any cuts to the Healthy Life Center as some of those cuts would ruin the integrity of the programs.

An unidentified person, who lives at 1622 Burnett Avenue, Ames, stated that this is the first time that he is hearing about this project and inquired about the usage of the facility. He noted that there is only one bus route that gets students there. ISU students would probably not be using the facility as the students already have access to the types of uses on Campus that are being proposed. He questioned the cost of the project and recommended increasing or improving the facilities that are already there. He finds it difficult to support this project and feels that the bond money could go to better improvements or renovations to existing facilities in the City of Ames.

Seeing no one else wishing to speak, Mayor Haila closed public input.

Moved by Nelson, seconded by Gartin, to request that staff look at the Contingency and determine if there is a reasonable reduction possible that the consultants and staff would be comfortable with. Vote on Motion: 6-0. Motion declared carried unanimously.

Moved by Corrieri, seconded by Betcher, to start with the original design and see if there are potential cost-savings without sacrificing the building quality/materials and the size of the gyms that were originally designed.

Mr. Abraham asked for clarification on the basketball courts as he suggested having three full-size regulation courts. The Council agreed it would like to have the three full-size regulation courts.

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

Moved by Corrieri, seconded by Betcher, to direct staff to finalize agreements with Story County, MGMC, and Heartland, stipulating the financial responsibilities for the construction and ongoing operations of the HLC, as well as an agreement with ISU for the HLC site.

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

Moved by Corrieri, seconded by Betcher, to collect the signed financial pledges to verify the \$6,000,000 commitment from private donations.

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

Moved by Corrieri, seconded by Betcher, to authorize \$7,500 from the Contingency Account for the City's bond election informational campaign.

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

**REPLACING CURRENT DEVELOPMENT AGREEMENT RELATED TO THE REZONING OF THE REGIONAL MALL SITE ON E. 13<sup>TH</sup> STREET:** Planning and Housing Director Kelly Diekmann stated that the property owner, Elwell-Rueter LLC, of the property east of I-35, at the 13<sup>th</sup> Street interchange. Elwell-Rueter LLC, has requested to have a reconsideration of the current Development Agreement. Mr. Diekmann stated that the current Development Agreement is tied to an original lifestyle center mall project that would have been situated north of 13<sup>th</sup> Street. He noted that the current Development Agreement is comprehensive as to what it addresses, and the developer is proposing to remove the obligation to construct the lifestyle center as the initial project for both sides of the property.

Director Diekmann stated that going forward with the project, the Council would need to change the structure of how the property is developed along with considering some of provisions in the Agreement. He noted that two of the main infrastructure issues are roadway improvements and sanitary sewer service. Currently, there is no sanitary sewer service, and the closest connection would be from the Dayton Avenue intersection with 13<sup>th</sup> Street. The plans show an 18-inch trunk line extension to connect the site to the City's sewer infrastructure. He noted that the water is already in place due to the previous development of Barilla.

Mr. Diekmann stated that several traffic improvements would be needed. A traffic study was done in 2005 with extensive improvements planned. Staff is recommending that a new traffic study be completed.

Director Diekmann stated that the developer would like to get started this fall if the Agreement could be modified. He noted that the first step would be for staff to work with the developer to create a new Development Agreement and a new traffic study that would be brought back to the Council some time in the summer.

Council Member Betcher stated that one of the concerns that she has heard is that offering the tax increment financing (TIF) for the connection of the sewer line for this project is unfair to other businesses. Mr. Diekmann stated that when Dayton was reconstructed as an Arterial Street, an

interchange was built; that property did not have to pay for that interchange to be built. Mr. Schainker stated that the Economic Incentive Program does not provide direct incentives to retail operations. City Manager Schainker stated that when looking at Lowe's and Menard's they already had the infrastructure there. He noted that when they built the Somerset Village, the City paved the road from 24<sup>th</sup> to Bloomington. Mr. Schainker explained that the TIF would take about six years to pay off, and once that is paid off, all the other developments that open up will have retail areas that will need to pay property taxes.

Further discussion was had regarding the TIF.

Council Member Beatty-Hansen stated that they are in the middle of the Comprehensive Plan, but curious as to why they would deploy infrastructure if the Comprehensive Plan is midstream. Mr. Diekmann stated that this is the only area that would have about 233 acres of vacant land, and this area would be the most viable.

Chris Murray, 2401 SE Tones Drive, Suite 176, Ankeny, is the President and CEO of Denny Elwell Company and has collectively owned this property in partnership since 2011. He noted that he originally met with City staff to see what their options were, and there have been several discussions with developers. He noted that the current Development Agreement doesn't make economic sense as regional malls are closing all throughout the United States and the regional malls are having problems keeping tenants. Mr. Murray noted that this is not a quick project, but more of a 25-year project.

Mr. Murray commented that his company recently began working with Mills Fleet Farm and feels that the regional development would bring in businesses and more revenue. Mills Fleet Farm would like to begin construction and open in 2020. Mr. Murray explained that they will work with City staff to help make the area a "green technology engineering" project with an architectural pleasing design. Ms. Beatty-Hansen asked for clarification of what it is meant by "green technology engineering." Mr. Murray stated that each piece of the development will be unique and might have a solar element to the parking lights and will look at opportunities to detain water and use solar energy where possible and has a crisp look.

Mayor Haila stated he is intrigued by having a prairie style development and this area could be a gateway in the future, but wondered what the developer would recommend for a style, so the area is not a mixed design. Mr. Murray stated they would work closely with the City regarding design. He noted that the roof designs would be pleasing to view from the Interstate; however, he was speaking prematurely about design concept at this time.

More discussion ensued regarding potential design of the area.

Mr. Gartin asked if a conversation had been had with Story County with respect to whether this project would affect the Ketelson Marsh on the north side. Mr. Diekmann stated that ten years ago, there was a discussion and a large buffer was planned. Staff had not reached out to Story County yet.

They wanted to move forward with presenting to Council first, but will reach back out to Story County to see if the assessments that were done ten years ago still apply.

Public input was opened and closed when there was no one who came forward to speak.

Moved by Nelson, seconded by Corrieri, to direct staff to prepare a new Development Agreement to include:

- a. Create a new Master Plan without the requirement of a lifestyle center
- b. Allow for development to occur first on the south site.
- c. Allow for phased development on the south side rather than construction of all the estimates 295,000 square feet of regional commercial with the 185,000 square foot Fleet Farm building. However, include provisions for near term development of additional square footage to expand the retail commercial opportunities of the City.
- d. Include provisions that would limit the relocation of tenants from within Ames to the development for a defined time period.
- e. Incorporate requirements for implementation of roadway improvements based upon the updated Traffic Study, with allowance for some phasing of improvements coordinated with buildout of the site.
- f. Include a sanitary sewer trunk line cost sharing provision for construction of a 18" sewer trunk line from Dayton Avenue to the east edge of DOT ROW along the north side of E. 13<sup>th</sup> Street and require the developer to complete extension of the trunk line to the east with future phases of development with recommending to utilize a TIF financing strategy.
- g. All other subdivision and site development standards for infrastructure are the obligation of the developer.

Council Member Martin stated he is not sure he can support every aspect of the project, especially the TIF portion. He commented that he feels this is a great project idea; the phased approach is reasonable and it would be a great addition to Ames.

Council Member Betcher stated that she had some of the same concerns, but one of the things she comes back to is that they have had this property zoned this way for the past ten years and nothing has been done.

Mayor Haila stated that the property was purchased in 2011; it has sat for eight years, and no property taxes have been collected except for Ag land. He noted that the City is paying for the sewer line up front, but the properties will be paying for the line over six or seven years.

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

City Council recessed at 8:42 p.m. and reconvened at 8:50 p.m.

**STAFF REPORT ON 14<sup>TH</sup> STREET SIDEWALK IN-FILL REQUEST:** Civil Engineer Mark

Gansen stated that the City Council had asked that this project be put on the agenda for further discussion. He noted that they had listed three alternatives. Mr. Schainker noted that each alternative listed may require more public feedback. Mr. Gansen read aloud for the audience the alternatives and what they entailed. It was noted that the Accessibility Enhancement Fund is a program in the Capital Improvements Project (CIP) that consists of Local Option Sales Tax and Road Use Tax.

Council Member Beatty-Hansen asked, if the funds for the sidewalk came out of the Accessibility Enhancement Fund, would there still be enough funds left for other projects that are already scheduled to be done. Traffic Engineer Damion Pregitzer stated that the Accessibility Enhancement Fund was initially set up mainly for curb ramps at corners and the push buttons at intersections, but can be used for any accessibility need. He noted that every year \$100,000 from Road Use and \$100,000 Local Option Sales Tax are pooled together, and the City does as many improvements as it can with the funding.

Council Member Betcher clarified that Alternative 1 and 2 have the City paying for the sidewalk where Alternative 3 shows that the property owners have to pay. It was asked if there could be a way to have the City pay for a portion of the cost and assess the property owners for a portion. It was asked how many properties would be affected if the assessment was approved. Mr. Gansen stated that there are three properties that would be impacted by the sidewalk.

Mr. Martin asked what would have happened to the sidewalks if this request hadn't come in and Public Works proceeded with the street resurfacing as planned in the CIP. Mr. Gansen stated that, with the recently adopted Complete Streets Plan, the construction would include sidewalks on both sides along with the street reconstruction. He noted that he is unsure where the funding would come from at this time.

Ms. Beatty-Hansen wanted to know if the homeowners were assessed for the sidewalk installation would they have to pay it back all at once or would it be over a period of time. It was noted that the homeowners would have ten years to pay off the sidewalk assessment. Mr. Schainker noted that the homeowners could avoid interest if they paid it back all at once. Council Member Nelson wanted to know if the sidewalk were put in, would it include curb cuts and ramps, and would the homeowner be responsible for those as well. Mr. Gansen explained that the curb cuts and ramps would be done with the street reconstruction and would be done by the City as part of the CIP project.

Justin Gersema, 1402 Kellogg Avenue, Ames, commented that he doesn't feel that Alternative 1 is a good idea as he has already been waiting since August of last year to have this issue addressed. He mentioned that he was recently hit by a car and there is no way he can get down 14<sup>th</sup> Street safely to get to the bus stop. Mr. Gersema noted that he is scared when he has to walk on the street when there is no sidewalk.

Ms. Betcher stated that she agrees that a sidewalk needs to be put in, but is not sure how it should be paid for.

Mr. Schainker stated the quickest way would be if the City paid to have the sidewalk done on the north side through the Accessibility Enhancement Fund. A more traditional way would be some form of assessment when there has been a gap in the sidewalk. He wanted to emphasize that the property owners have not been notified yet and will need to be notified about tonight's decision. Mr. Schainker stated that the Council could direct that the City pay for the sidewalk installation this time, but that is not going to be setting a precedent for other sidewalks with gaps to be done in the same manner

Moved by Gartin, seconded by Corrieri, to begin a standalone property owner assessment project for the installation of the sidewalk.

Mayor Haila pointed out that if the sidewalk was done with the CIP, the construction cost would be \$16,000; however with a standalone project the construction cost would be \$28,000. If assessing the homeowner, that is an additional \$12,000 that homeowners would have to pay.

Motion withdrawn.

Moved by Beatty-Hansen, seconded by Gartin, to direct staff to put the sidewalk installation on the schedule this year and assess the property owners the \$16,000 and the City pay for the difference of \$12,000 out of the Accessibility Enhancement Fund.

Mr. Schainker stated the homeowners will still need to be notified through the regular process. Mayor Haila asked if, given the circumstances, would be better to send the homeowners a letter letting them know what is going on. Mr. Martin stated that until the Council can come up with a process to handle these types of requests in the future, it would be better for the City to pay for this project and not assess the three homeowners.

Motion withdrawn.

Moved by Martin, seconded by Beatty-Hansen, to direct staff to begin a standalone project for the installation of the sidewalk utilizing Accessibility Enhancement Fund.

Mr. Gartin stated he wanted it known that this is not setting a precedent.

Vote on Motion: 6-0.

Mayor Haila asked staff if this project could be accelerated. Mr. Gansen stated that they will begin design on it immediately and should meet their quote threshold. In two to three months, the sidewalk should be installed.

**SMALL CELL WIRELESS FACILITIES IN THE RIGHT-OF-WAY:** Mr. Pregitzer stated that they are trying to meet a deadline of April 15, 2019, to set some standards as to how these small cells are to be installed. Mr. Diekmann stated they are looking for authorization to have Public Works

get started and there may be follow-up over time.

Motion Beatty-Hansen, seconded by Corrieri, to adopt RESOLUTION NO. 19-147 setting a policy of the City of Ames to apply aesthetic standards to the placement of a wireless infrastructure within the right-of-way and authorize the Public Works Director to prepare and update specific design standards or guidelines for the review and approval of right-of-way permits authorized by Chapter 22A of the *Ames Municipal Code*.

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 TRAFFIC SIGNAL EASEMENT AT 101 HYLAND AVENUE:** Mayor Haila opened the hearing and closed the same after receiving no comments.

Moved by Nelson, seconded by Corrieri, to adopt RESOLUTION NO. 19-142 approving vacation of the Traffic Signal Easement at 101 Hyland Avenue.

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

**HEARING ON 2017/18 STORM WATER EROSION CONTROL (KINYON-CLARK):** The public hearing was opened by Mayor Haila and closed after no one came forward to speak.

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 19-143 approving final plans and specifications and awarding contract to Keller Excavating, Inc., in the amount of \$186,578.10.  
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**HEARING ON 2017/18 SHARED USE PATH MAINTENANCE PROGRAM - DALEY PARK:** Mayor Haila opened the public hearing. No one came forward to speak, and the Mayor closed the hearing.

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 19-144 approving final plans and specifications and awarding a contract to Manatt's, Inc., in the amount of \$95,025.50.  
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**HEARING ON 2017/18 SHARED USE PATH MAINTENANCE PROGRAM - STANGE ROAD:** The hearing was opened by Mayor Haila. He closed same after no one came forward to speak.

Moved by Corrieri, seconded by Betcher, to adopt RESOLUTION NO. 19-145 approving final plans and specifications and awarding contract to Manatt's, Inc., in the amount of \$129,901.79.  
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby

made a portion of these Minutes.

**ORDINANCE AMENDING CHAPTER 14 OF THE *AMES MUNICIPAL CODE* TO ELIMINATE THE INVESTIGATIVE FUNCTION OF THE HUMAN RELATIONS COMMISSION:** Mayor Haila stated that the investigative function continues to be resident throughout the Ordinance and questioned if this would require an amended ordinance.

Mr. Phillips stated the word investigating is in general and does not talk about specific acts of discrimination.

Joel Hochstein, 1501 Illinois Avenue, Ames, stated that there are some equity markers or surveys that provide points for local municipalities to be able to maintain local control over investigating specifics. He noted that if the City Council eliminates this function, points/scoring would be lost.

Moved by Corrieri, seconded by Gartin, to pass on first reading an Ordinance Amending Chapter 14 of the *Ames Municipal Code* to eliminate the investigative function of the Human Relations Commission.

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

**ORDINANCE TO ALLOW PROPERTIES TO INCREASE THE NUMBER OF OCCUPANTS ALLOWED BY COMPLETING CERTAIN CODE REQUIREMENTS:** Moved by Beatty-Hansen, seconded by Corrieri, to pass on second reading an Ordinance to allow properties to increase the number of occupants by completing the Code requirements to make a room with a legally existing egress window a Code-compliant bedroom, as amended.

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

**ORDINANCE ADJUSTING WATER RATES BY 7%, EFFECTIVE JULY 1, 2019:** Moved by Beatty-Hansen, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4382 adjusting the water rates by 7%, effective July 1, 2019.

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

**ORDINANCE REZONING 1114 SOUTH DAKOTA AVENUE FROM COMMUNITY COMMERCIAL/RESIDENTIAL (CCR) TO COMMUNITY COMMERCIAL/RESIDENTIAL (CCR) WITH REVISED MASTER PLAN:** The Council stated that they are waiting to review the signed Agreement.

Moved by Beatty-Hansen, seconded by Betcher, to move this item to the next City Council meeting on April 23, 2019.

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

**DISPOSITION OF COMMUNICATIONS TO COUNCIL:** Moved by Beatty-Hansen, seconded



by Corrieri, to take no action at this time on the letters from Bill Nichols and Pure Bridal regarding their concerns with the installation of sidewalks along the south side of South 16<sup>th</sup>.

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

Mayor Haila asked the Council what they would like to do about the email from Michael Gaston regarding the request for an owner-occupied property maintenance standard. Council Member Martin stated that he is sympathetic to the idea, but doesn't think this is the right time.

Moved by Beatty-Hansen, seconded by Corrieri, to not take any action on the email from Michael Gaston regarding his request for owner-occupied property maintenance.

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

Moved by Betcher, seconded by Corrieri, to take no action on the email from Erik Magnuson regarding the request to consider a Text Amendment to the City of Ames Building Code to allow a potential buyer of a Type A unit in a Group R-2 occupancy building to "opt out" of the three Type A requirements.

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

**COUNCIL COMMENTS:** Council Member Martin stated that he is looking ahead to the fireworks season and he has observed that the City of Ames has a requirement that within the fireworks sales tent there is a sign stating "No fireworks discharge within the City of Ames" and then there is another requirement for a sign on the outside of the sales tent stating "No discharge within 300 feet," which is confusing for some people. Mr. Martin would like to have the signs be clarified to what the requirements are for the City of Ames.

Moved by Martin, seconded by Beatty-Hansen, to request that the City Attorney investigate the feasibility of incorporating new signs for the upcoming fireworks season.

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

**CLOSED SESSION:** Council Member Gartin asked City Attorney Mark Lambert if there was a legal reason to go into Closed Session. Mr. Lambert replied in the affirmative, citing *Code of Iowa* Section 20.17(3), *Code of Iowa*, to discuss collective bargaining strategy.

Moved by Gartin, seconded by Betcher, to go into Closed Session under Section 20.17(3), *Code of Iowa*, to discuss matters presently in or threatened to be in litigation.

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

The Council entered into Closed Session at 9:43 p.m. and returned to Regular Session at 10:00 p.m.

Moved by Gartin, seconded by Corrieri, to adopt RESOLUTION NO. 19-147 ratifying the contract with IUOE, Local 234 - Blue Collar Unit

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

**ADJOURNMENT:** Moved by Gartin to adjourn the meeting at 10:01 p.m.

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Amy L. Colwell, Deputy City Clerk

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John A. Haila, Mayor



# REPORT OF Item 8 CONTRACT CHANGE ORDERS

Period:	<input checked="" type="checkbox"/>	1 <sup>st</sup> – 15 <sup>th</sup>
	<input type="checkbox"/>	16 <sup>th</sup> – End of Month
Month & Year:	April 2019	
For City Council Date:	April 23, 2019	

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 CDBG Public Facilities Neighborhood Infrastructure Improvements Program	2	\$491,081.38	Keller Excavating, Inc.	\$12,805.00	\$552.96	J. Joiner	MA
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

Name of Applicant: <u>LJPS, Inc.</u>		
Name of Business (DBA): <u>Olde Main Brewing Company</u>		
Address of Premises: <u>316 Main St.</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business	<u>(515) 232-0553</u>	
Mailing	<u>316 Main St.</u>	
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

**Contact Person**

Name Matt (Scott's # is 515-231-9626 sgriffen1962@gmail.com)	
Phone: (515) 400-5981	Email mattombc@gmail.com

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

**Term:**12 months

**Effective Date:** 08/24/2018

**Expiration Date:** 08/23/2019

**Privileges:**

Class C Liquor License (LC) (Commercial)

Outdoor Service

**Status of Business**

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

**Ownership**

**Scott Griffen**

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

**Daniel Griffen**

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

**Susan Griffen**

First Name: <u>Susan</u>	Last Name: <u>Griffen</u>	
City: <u>Potomac</u>	State: <u>Maryland</u>	Zip: <u>24854</u>
Position: <u>Owner</u>		

% of Ownership: 25.00%

U.S. Citizen: Yes

**Insurance Company Information**

**Insurance Company:** Illinois Casualty Co

**Policy Effective Date:** 08/24/2018

**Policy Expiration** 08/23/2019

**Bond Effective**

**Dram Cancel Date:** 09/25/2018

**Outdoor Service Effective** 04/24/2019

**Outdoor Service Expiration** 08/23/2019

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

<b>Name of Applicant:</b> <u>Ames Jaycees</u>		
<b>Name of Business (DBA):</b> <u>Ames on the Half Shell</u>		
<b>Address of Premises:</b> <u>Bandshell Park</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50010</u>
<b>Business</b> <u>(563) 249-8767</u>		
<b>Mailing</b> <u>PO Box 624</u>		
<b>City</b> <u>Ames</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50010</u>

**Contact Person**

<b>Name</b> <u>Bethany Waltersdorf</u>	
<b>Phone:</b> <u>(515) 215-0989</u>	<b>Email</b> <u>bethanysu_24@hotmail.com</u>

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

**Term:**6 months

**Effective Date:** 05/24/2019

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

**Privileges:**

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

**Status of Business**

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

**Ownership**

**Bethany Waltersdorf**

<b>First Name:</b> <u>Bethany</u>	<b>Last Name:</b> <u>Waltersdorf</u>	
<b>City:</b> <u>Council Bluffs</u>	<b>State:</b> <u>Iowa</u>	<b>Zip:</b> <u>51503</u>
<b>Position:</b> <u>President</u>		
<b>% of Ownership:</b> <u>0.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Adam Petersen**

<b>First Name:</b> <u>Adam</u>	<b>Last Name:</b> <u>Petersen</u>	
<b>City:</b> <u>Ames</u>	<b>State:</b> <u>Iowa</u>	<b>Zip:</b> <u>50010</u>
<b>Position:</b> <u>Treasurer</u>		
<b>% of Ownership:</b> <u>0.00%</u>	<b>U.S. Citizen:</b> <u>Yes</u>	

**Melissa Angstrom**

<b>First Name:</b> <u>Melissa</u>	<b>Last Name:</b> <u>Angstrom</u>	
<b>City:</b> <u>Ames</u>	<b>State:</b> <u>Iowa</u>	<b>Zip:</b> <u>50010</u>
<b>Position:</b> <u>Secretary</u>		

% of Ownership: 0.00%

U.S. Citizen: Yes

**Insurance Company Information**

**Insurance Company:** West Bend Mutual Insurance Company

**Policy Effective Date:** 05/24/2019

**Policy Expiration** 11/24/2019

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

Item No. 11

**To:** Mayor John Haila and Ames City Council Members  
**From:** Lieutenant Tom Shelton, Ames Police Department  
**Date:** April 3, 2019  
**Subject:** Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for April 23, 2019 includes beer permits and liquor license renewals for:

- Class C Beer Permit (BC), Sunday Sales - Swift Stop #2, 3406 Lincoln Way
- Special Class C Liquor License (BW) (Beer/Wine), Sunday Sales - Great Plains Sauce & Dough Co. The, 129 Main St.
- Class E Liquor License (LE), Class B Wine, Class C Beer and Sunday Sales - Walgreens #12108, 2719 Grand Ave
- Class B Beer (BB) (Includes Wine Coolers), Sunday Sales - Jeff's Pizza Shop LLC, 2402 Lincoln Way
- Class C Liquor License (LC) (Commercial), Catering, Outdoor Service and Sunday Sales - Mother's Pub, 2900 West St
- Class C Liquor License (LC) (Commercial), Class B Wine, Outdoor Service and Sunday Sales - Bar la Tosca, 400 Main St

A review of police records for the past 12 months found no liquor law violations for Swift Stop #2, Great Plains Sauce & Dough Co., Walgreens, Jeff's Pizza Shop, Mother's Pub, and Bar La Tosca.

The Ames Police Department recommends renewal of licenses for all the above businesses.





CITY OF  
**ames**<sup>™</sup>

*Caring People ♦ Quality Programs ♦ Exceptional Service*

# MEMO

## Item No. 12

**TO:** Members of the City Council

**FROM:** John A. Haila, Mayor

**DATE:** April 23, 2019

**SUBJECT:** Council Appointment to Ames Transit Agency Board of Trustees

Chris Nelson's term of office on the Ames Transit Agency Board of Trustees will expire on May 15, 2019. Therefore, it will be necessary to appoint a council member to fill this position.

I recommend that the City Council reappoint Chris Nelson to the Ames Transit Agency Board of Trustees with his re-appointment term effective as of May 15, 2019.

JAH/alc

## Item No. 13

**TO:** Members of the City Council

**FROM:** John A. Haila, Mayor

**DATE:** April 23, 2019

**SUBJECT:** Iowa State University Student Government Appointments to Ames Transit Agency Board of Trustees

Due to upcoming expirations of Iowa State Student Government terms on the Ames Transit Agency Board of Trustees, the Council needs to confirm appointments to fill these vacancies. I have been notified that Jacob Schrader and Juan Bibiloni have been re-appointed by the ISU Student Government to serve on the Board.

Therefore, I recommend that the City Council confirm the re-appointment of Jacob Schrader and Juan Bibiloni to the Ames Transit Agency Board of Trustees for a one-year term beginning May 15, 2019.

# IOWA STATE UNIVERSITY

Student Government

OFFICE OF THE PRESIDENT

1580D Memorial Union  
Ames, IA 50011

[jneely@iastate.edu](mailto:jneely@iastate.edu)

[www.stugov.iastate.edu](http://www.stugov.iastate.edu)

**To:** Whomsoever it may concern  
**From:** Austin Graber  
**Date:** April 19, 2019  
**Subject:** Cyride Board of Trustees Nominations

---

Student Government has reappointed Juan Bibiloni and Jacob Schrader as nominees for the Cyride Board of Trustees for the 2019-2020 academic year. Due to their dedication and an immense passion for the Cyride, the student government felt them to be the most suitable candidates for the position.

**Austin Graber**

Student Body President

**Vishesh Bhatia**

Student Body Vice President

**COUNCIL ACTION FORM**

**SUBJECT:** RESOLUTION AUTHORIZING THE MAYOR TO SIGN LETTER OF SUPPORT FOR CYRIDE LOW OR NO EMISSION GRANT APPLICATION

**BACKGROUND:**

CyRide has been studying the feasibility of deploying electric buses in the community for over a year. CyRide has been utilizing the consulting services of the Center for Transportation & the Environment (CTE) with their findings reported to the Ames Transit Agency Board of Trustees. After considering CTE's reports on electric buses and the necessary supporting infrastructure, the Board of Trustees recently approved submitting a federal grant application for electric buses. The grant program is called the FY2019 Low or No Emission Grant and it is administered by the Federal Transit Administration.

The FY2019 Low or No Emission Grant is a highly competitive grant process. Transit agencies from around the country compete for the same pool of available funds. Applications from agencies that enjoy strong local support from community partners have traditionally been viewed more favorably in the evaluation process. Therefore, CyRide is requesting the attached letter of support be signed by the Mayor so that it can be included in the grant application.

If CyRide is fortunate enough to have the grant approved by the Federal Transit Administration, the grant would fund the purchase of two electric buses. It would also fund the engineering, design, and construction of supporting infrastructure within the CyRide facility. Other grant eligible expenses include driver and mechanic training, plus consulting services during the deployment of electric buses. The total amount applied for is \$1,660,180 in federal funding, which would require a maximum local match of \$455,620. CyRide has identified potential local funding sources should the grant be approved.

**ALTERNATIVES:**

1. Authorize the Mayor to submit the attached letter of support for CyRide's FY2019 Low or No Emission Grant application.
2. Reject Alternative #1 and do not authorize the attached letter of support for CyRide's FY2019 Low or No Emission Grant application.

**CITY MANAGER'S RECOMMENDED ACTION:**

The Federal Transit Administration FY2019 Low or No Emission Grant application provides for an exciting opportunity to bring electric buses to the community. The project is consistent with the Council's goal to enhance sustainability within the community. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.



April 23, 2019

Federal Transit Administration  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Re: Ames Transit Agency (CyRide) Letter of Support

Dear FTA Representative:

On behalf of the City of Ames, I would like to share my support of the Ames Transit Agency's (CyRide's) FY2019 Low or No Emission Grant application for electric buses, facility modifications, training, and supporting equipment, as well as consulting services to ensure a successful outcome. The City Council fully supports CyRide's project and the approach it has taken to not only become familiar with this bus technology, but also to understand what it takes to deploy electric buses. This project aligns with the Council's goal to enhance sustainability within the community, as well as the City's Sustainability Task Force whose mission is "...to develop sustainability plans that will help achieve cost-effective energy reductions in the various sectors of the community through the focus on electrical energy consumption...."

The City of Ames, with a population of 67,000, is a small urban center in the rural State of Iowa. Being just slightly over the Federal Transit Administration's "rural" transit system designation, it was important to the community to ensure that an electric bus deployment could be successful in Ames. CyRide's approach has been a thoughtful process to determine the feasibility and identification of possible benefits regarding electric buses in the Ames community before considering a federal Low or No Emission application. This journey, supported with local dollars, was guided by an industry expert - Center for Transportation and the Environment (CTE). Further partnering with CTE on this project if a grant award is made will allow their experience, and lessons learned in deploying similar projects, to complete a successful and timely project in Ames.

This is an exciting project for the community and I encourage the Federal Transit Administration to strongly consider the Ames Transit Agency's 2019 Low or No Emission Grant application to complete a project that can be the stepping stone to larger endeavors in sustainable public transit in this small, Midwestern community.

Sincerely,

John Haila, Mayor  
City of Ames

# MEMO

## Legal Department

Item No. 15

**To:** Mayor Haila, Ames City Council

**From:** Mark O. Lambert, City Attorney

**Date:** April 18, 2019

**Subject:** Waiver request from Ahlers & Cooney

The Ahlers & Cooney, P.C. law firm has requested a conflict of interest waiver from the City of Ames (attached).

Ahlers & Cooney represents the City of Ames on certain matters, including labor law issues. Ahlers also represents the Ames Community School District on certain matters. In this case, the school district has asked Ahlers & Cooney to represent it in a review of a Memorandum of Understanding between the school district and the City of Ames regarding the Ames Police Department providing a School Resource Officer to be present at the schools.

Lawyer ethics rules generally prohibit an attorney from representing a party adverse to one of the law firms' clients. In order to assure that the attorneys don't get in trouble ethically for being "adverse" to the City in one matter, while representing the City on other matters, Ahlers & Cooney is asking for this waiver from the City. When I use the word "adverse," I simply mean the law firm would be representing the school district in reviewing the Memorandum of Understanding. This is not a contentious type of situation. Ahlers & Cooney is asking the school district to grant a similar waiver.

Granting the waiver is essentially saying, "It's okay with the City if you represent the school district in this agreement matter with the City, even though the City is also your client on other matters." You might recall the Council granted a similar waiver to Ahlers & Cooney at the January 22, 2019 Council meeting, regarding the law firm representing the school district in a real estate transaction with the City.

The recommendation of the Legal Department is that the Council approve Ahlers & Cooney's request for a waiver.



**Ahlers & Cooney, P.C.**

*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

**Phone:** 515-243-7611

**Fax:** 515-243-2149

**www.ahlerslaw.com**

Aaron J. Hilligas

515.246.0327

ahilligas@ahlerslaw.com

April 15, 2019

Mark Lambert, City Attorney  
City of Ames, IA  
515 Clark Avenue  
Ames, Iowa 50010

Dear Mr. Lambert:

Our firm concurrently represents the City of Ames ("City") and the Ames Community School District ("District"). Recently, we were asked to represent the District in reviewing a Memorandum of Understanding for a School Resource Officer between the District and the City (the "MOU").

We do not believe such representation presents a direct conflict of interest, but it is our duty to inform you of the nature of the concurrent representation. For the District we provide legal services regarding employment, construction, education, labor relations, litigation, real estate, and finance. Our firm is currently representing the City in labor matters, but we have represented the City in certain other matters in the past. This firm is not representing the City related to the matter described above.

While this transaction does not fall within the scope of our representation of the City, such representation could be perceived as a concurrent conflict of interest under the ethical standards governing the practice of law in Iowa. We do not believe this is an actual conflict of interest, but from a legal perspective, a concurrent conflict of interest exists under Iowa rules if (1) *the representation of one client will be directly adverse to another client*; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer. We know that the second condition stated above does not apply to this situation, as noted above, but our firm's representation of the District related to the MOU will technically be directly adverse to the City because they are concurrent representations.

The state's ethical rules allow a law firm to concurrently represent two adverse parties if (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4)



April 15, 2019

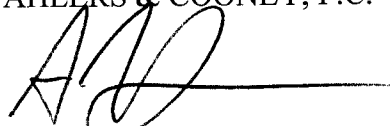
Page 2

each affected client gives informed consent, confirmed in writing. We believe confidently that our attorneys will be able to provide competent and diligent representation to each of their affected clients as the matters being addressed are totally unrelated, the representation is not prohibited by law, and there will not be an assertion of a claim as described. The purpose of this letter is to seek the written consent of the City in order to proceed. We are requesting the same from the District.

Please feel free to contact me with any questions or concerns. If you consent to the concurrent representation, please so indicate below and return a copy of this fully executed letter to my attention. Thank you.

Very truly yours,

AHLERS & COONEY, P.C.

A handwritten signature in black ink, appearing to read 'A. Hilligas', with a long horizontal line extending to the right.

Aaron J. Hilligas

01582484-1\17407-000

April 15, 2019

Page 3

The City Council of the City of Ames hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the City of Ames and the Ames Community School District with respect to the above referenced transactions.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF AMES:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

01582484-1\17407-000



# MEMO

Item No. 16

To: Mayor and City Council

From: Roger Wisecup, CPA  
City Treasurer

Date: April 5, 2019

Subject: Investment Report for Quarter Ending March 31, 2019

## Introduction

The purpose of this memorandum is to present a report summarizing the performance of the City of Ames investment portfolio for the quarter ending March 31, 2019.

## Discussion

This report covers the period ending March 31, 2019 and presents a summary of the investments on hand at the end of March 2019. The investments are valued at amortized cost; this reflects the same basis that the assets are carried on the financial records of the City. All investments are in compliance with the current Investment Policy.

## Comments

The Federal Fund Rate has remained unchanged at 2.25-2.50 percent since the last rate hike in December 2018. While rates remain unchanged, future investments will be made at current interest rates and future interest income should remain steady. The current outlook has the Federal Reserve holding the target rate steady in 2019. We will continue to evaluate our current investment strategy, remaining flexible to future investments while the Federal Reserve evaluates the target rate.

**CITY OF AMES, IOWA**

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

**FOR THE QUARTER ENDED MARCH 31, 2019  
AND THE ACCUMULATED YEAR-TO-DATE**

<b>DESCRIPTION</b>	<b>BOOK VALUE</b>	<b>MARKET VALUE</b>	<b>UN-REALIZED GAIN/(LOSS)</b>
<b>CERTIFICATES OF DEPOSIT</b>	<b>31,500,000</b>	<b>31,500,000</b>	<b>0</b>
<b>FEDERAL AGENCY DISCOUNTS</b>	<b>2,451,167</b>	<b>2,455,454</b>	<b>4,287</b>
<b>FEDERAL AGENCY SECURITIES</b>	<b>88,980,242</b>	<b>87,735,616</b>	<b>(1,244,626)</b>
<b>COMMERCIAL PAPER</b>	<b>8,456,010</b>	<b>8,459,455</b>	<b>3,445</b>
<b>MISC COUPON SECURITIES</b>	<b>1,001,288</b>	<b>1,000,554</b>	<b>(734)</b>
<b>PASS THRU SECURITIES PAC/CMO</b>			<b>0</b>
<b>MONEY FUND SAVINGS ACCOUNTS</b>	<b>291,221</b>	<b>291,221</b>	<b>0</b>
<b>PASSBOOK/CHECKING ACCOUNTS</b>	<b>132,881</b>	<b>132,881</b>	<b>0</b>
<b>US TREASURY DISCOUNTS</b>			<b>0</b>
<b>US TREASURY SECURITIES</b>	<b>23,182,353</b>	<b>23,311,270</b>	<b>128,917</b>
<b>INVESTMENTS</b>	<b>155,995,162</b>	<b>154,886,451</b>	<b>(1,108,711)</b>
<b>CASH ACCOUNTS</b>	<b>17,424,960</b>	<b>17,424,960</b>	
<b>TOTAL FUNDS AVAILABLE</b>	<b>173,420,122</b>	<b>172,311,411</b>	<b>(1,108,711)</b>

**ACCRUAL BASIS INVESTMENT EARNINGS**

**YR-TO-DATE**

**GROSS EARNINGS ON INVESTMENTS:**

**2,328,811**

**INTEREST EARNED ON CASH:**

**314,471**

**TOTAL INTEREST EARNED:**

**2,643,282**



**Investments FY 2018-2019  
Portfolio Management  
Portfolio Summary  
March 31, 2019**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit	31,500,000.00	31,500,000.00	31,500,000.00	20.19	809	479	2.447	2.481
Money Market	291,221.11	291,221.11	291,221.11	0.19	1	1	0.296	0.300
Passbook/Checking Accounts	132,880.73	132,880.73	132,880.73	0.09	1	1	0.148	0.150
Commercial Paper Disc. -Amortizing	8,500,000.00	8,459,455.00	8,456,010.28	5.42	171	68	2.779	2.818
Federal Agency Coupon Securities	89,140,000.00	87,735,616.44	88,980,242.39	57.04	1,112	515	1.949	1.976
Federal Agency Disc. -Amortizing	2,500,000.00	2,455,454.00	2,451,166.73	1.57	435	272	2.558	2.593
Treasury Coupon Securities	23,500,000.00	23,311,270.17	23,182,352.55	14.86	1,048	681	2.369	2.402
Miscellaneous Coupon Securities	1,000,000.00	1,000,554.00	1,001,287.75	0.64	693	591	2.463	2.497
<b>Investments</b>	<b>156,564,101.84</b>	<b>154,886,451.45</b>	<b>155,995,161.54</b>	<b>100.00%</b>	<b>974</b>	<b>503</b>	<b>2.165</b>	<b>2.196</b>

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	288,900.57	2,328,810.57
<b>Average Daily Balance</b>	<b>156,967,378.99</b>	
<b>Effective Rate of Return</b>	<b>2.17%</b>	

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

Roger J. Wisecup II, CPA 4-5-19  
Roger J. Wisecup II, City Treasurer

**US TREASURY CONSTANT MATURITY RATES  
PERIOD ENDING MARCH 31, 2019  
3 YEAR COMPARISON**

	March 31, 2019	March 31, 2018	March 31, 2017
3 Months	2.40%	1.73%	0.76%
6 Months	2.44%	1.93%	0.91%
1 Year	2.40%	2.09%	1.03%
2 Years	2.27%	2.27%	1.27%
3 Years	2.21%	2.39%	1.50%
5 Years	2.23%	2.56%	1.93%

Reporting period 03/01/2019-03/31/2019

Run Date: 04/03/2019 - 11:26

Portfolio 2019  
AC  
PM (PRF\_PM1) 7.3.0  
Report Ver. 7.3.5

**Investments FY 2018-2019**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**March 31, 2019**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Certificates of Deposit</b>												
12049434	12049434	Bankers Trust		09/10/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.710	2.673	2.710	395	04/30/2020
12148384	12148384	Bankers Trust		09/10/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.570	2.535	2.570	179	09/27/2019
12278608	12278608	Bankers Trust		09/10/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.700	2.663	2.700	380	04/15/2020
12445234	12445234	Bankers Trust		09/10/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.700	2.663	2.700	410	05/15/2020
12472820	12472820	Bankers Trust		04/19/2018	1,500,000.00	1,500,000.00	1,500,000.00	2.210	2.180	2.210	88	06/28/2019
12595735	12595735	Bankers Trust		10/13/2017	2,000,000.00	2,000,000.00	2,000,000.00	1.600	1.578	1.600	245	12/02/2019
12743761	12743761	Bankers Trust		04/19/2018	1,500,000.00	1,500,000.00	1,500,000.00	2.220	2.190	2.220	105	07/15/2019
12783856	12783856	Bankers Trust		09/10/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.710	2.673	2.710	424	05/29/2020
12882805	12882805	Bankers Trust		09/10/2018	2,000,000.00	2,000,000.00	2,000,000.00	2.720	2.683	2.720	445	06/19/2020
12957296	12957296	Bankers Trust		04/19/2018	1,500,000.00	1,500,000.00	1,500,000.00	2.250	2.219	2.250	151	08/30/2019
12986892	12986892	Bankers Trust		09/10/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.650	2.614	2.650	270	12/27/2019
144277971	144277971	Great Western Bank		09/13/2017	1,000,000.00	1,000,000.00	1,000,000.00	1.500	1.479	1.500	88	06/28/2019
144278699	144278699	Great Western Bank		10/13/2017	1,000,000.00	1,000,000.00	1,000,000.00	1.550	1.529	1.550	63	06/03/2019
144283631	144283631	Great Western Bank		03/22/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.210	2.180	2.210	44	05/15/2019
144283633	144283633	Great Western Bank		03/22/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.310	2.278	2.310	165	09/13/2019
144283634	144283634	Great Western Bank		03/22/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.310	2.278	2.310	182	09/30/2019
144283635	144283635	Great Western Bank		03/22/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.310	2.278	2.310	197	10/15/2019
433071437	433071437	US Bank		04/24/2018	4,000,000.00	4,000,000.00	4,000,000.00	2.700	2.663	2.700	792	06/01/2021
433071657	433071657	US Bank		05/24/2018	1,000,000.00	1,000,000.00	1,000,000.00	2.520	2.485	2.520	274	12/31/2019
433071659	433071659	US Bank		05/24/2018	6,000,000.00	6,000,000.00	6,000,000.00	2.990	2.949	2.990	1,157	06/01/2022
<b>Subtotal and Average</b>			<b>32,403,225.81</b>		<b>31,500,000.00</b>	<b>31,500,000.00</b>	<b>31,500,000.00</b>		<b>2.447</b>	<b>2.481</b>	<b>479</b>	
<b>Money Market</b>												
SYS4531558874B	4531558874B	Great Western Bank			291,221.11	291,221.11	291,221.11	0.300	0.296	0.300	1	
<b>Subtotal and Average</b>			<b>291,190.86</b>		<b>291,221.11</b>	<b>291,221.11</b>	<b>291,221.11</b>		<b>0.296</b>	<b>0.300</b>	<b>1</b>	
<b>Passbook/Checking Accounts</b>												
SYS6952311634B	6952311634B	Wells Fargo			132,880.73	132,880.73	132,880.73	0.150	0.148	0.150	1	
<b>Subtotal and Average</b>			<b>132,877.28</b>		<b>132,880.73</b>	<b>132,880.73</b>	<b>132,880.73</b>		<b>0.148</b>	<b>0.150</b>	<b>1</b>	
<b>Commercial Paper Disc. -Amortizing</b>												
0347M3TU8	0852-19	Angelsea		02/12/2019	1,500,000.00	1,494,960.00	1,490,283.33	2.650	2.677	2.714	88	06/28/2019
16536JTE7	0851-19	Cheshman Commercial Paper		02/12/2019	1,500,000.00	1,492,065.00	1,491,798.34	2.660	2.684	2.721	74	06/14/2019
46640QS93	0833-18A	JP Morgan Commercial Paper		10/12/2018	1,000,000.00	996,640.00	997,234.44	2.620	2.689	2.727	38	05/09/2019
46640QS93	0833-18B	JP Morgan Commercial Paper		10/12/2018	1,500,000.00	1,494,960.00	1,495,851.67	2.620	2.689	2.727	38	05/09/2019
46640QTK7	0844-18A	JP Morgan Commercial Paper		12/20/2018	500,000.00	496,805.00	496,807.08	2.910	2.953	2.994	79	06/19/2019

Portfolio 2019

AC

Run Date: 04/03/2019 - 11:26

PM (PRF\_PM2) 7.3.0

Report Ver. 7.3.5

**Investments FY 2018-2019**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**March 31, 2019**

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Commercial Paper Disc. -Amortizing</b>												
46640QTK7	0844-18C	JP Morgan Commercial Paper		12/20/2018	1,000,000.00	993,610.00	993,614.17	2.910	2.953	2.994	79	06/19/2019
46640QTK7	0844-18D	JP Morgan Commercial Paper		12/20/2018	500,000.00	496,805.00	496,807.08	2.910	2.953	2.994	79	06/19/2019
46640QTK7	0844-19B	JP Morgan Commercial Paper		12/20/2018	1,000,000.00	993,610.00	993,614.17	2.910	2.953	2.994	79	06/19/2019
<b>Subtotal and Average</b>			<b>8,591,476.15</b>		<b>8,500,000.00</b>	<b>8,459,455.00</b>	<b>8,456,010.28</b>		<b>2.779</b>	<b>2.818</b>	<b>68</b>	
<b>Federal Agency Coupon Securities</b>												
3133EGQM0	0732-16	Federal Farm Credit		08/15/2016	940,000.00	921,027.04	939,608.20	1.620	1.613	1.635	1,046	02/10/2022
3133EGQQ1	0743-16	Federal Farm Credit		10/14/2016	8,000,000.00	7,897,848.00	7,998,497.91	1.300	1.299	1.317	410	05/15/2020
3133EGD69	0746-16	Federal Farm Credit		11/07/2016	5,000,000.00	4,938,290.00	4,998,900.00	1.320	1.322	1.341	402	05/07/2020
3133EHKF9	0789-17	Federal Farm Credit		10/13/2017	2,000,000.00	1,979,252.00	1,996,987.14	1.770	1.839	1.864	602	11/23/2020
3133EJHS1	0808-18	Federal Farm Credit		03/27/2018	1,000,000.00	999,504.00	1,000,143.33	2.250	2.160	2.190	87	06/27/2019
3133EH6L2	0816-18	Federal Farm Credit		05/24/2018	1,000,000.00	996,165.00	995,605.51	1.950	2.497	2.532	284	01/10/2020
3133EHKQ5	0843-18	Federal Farm Credit		11/15/2018	2,000,000.00	1,978,994.00	1,936,112.41	2.140	3.035	3.077	1,334	11/25/2022
3133EKAZ9	0853-19	Federal Farm Credit		02/21/2019	5,000,000.00	5,003,053.61	5,000,423.61	3.050	3.009	3.051	1,876	05/20/2024
3130ABHF6	0778-17	Federal Home Loan Bank		09/15/2017	3,250,000.00	3,214,220.75	3,249,620.51	1.875	1.855	1.880	792	06/01/2021
313379EE5	0786-17	Federal Home Loan Bank		10/05/2017	1,500,000.00	1,497,484.50	1,500,417.14	1.625	1.465	1.485	74	06/14/2019
3130A8P72	0787-17	Federal Home Loan Bank		10/05/2017	1,570,000.00	1,563,729.42	1,567,846.73	1.030	1.506	1.527	102	07/12/2019
3130AABG2	0791-17	Federal Home Loan Bank		10/13/2017	1,135,000.00	1,123,631.84	1,135,548.79	1.875	1.830	1.856	973	11/29/2021
3130ABF92	0793-17	Federal Home Loan Bank		10/19/2017	1,000,000.00	1,004,307.53	1,005,752.38	1.375	1.510	1.531	57	05/28/2019
3130AA3R7	0812-18	Federal Home Loan Bank		04/19/2018	1,000,000.00	993,214.00	993,865.72	1.375	2.352	2.385	228	11/15/2019
3130A0JR2	0814-18	Federal Home Loan Bank		04/19/2018	1,000,000.00	999,055.00	999,686.06	2.375	2.387	2.420	256	12/13/2019
3130AECJ7	0817-18	Federal Home Loan Bank		05/24/2018	2,000,000.00	2,005,062.00	2,000,115.19	2.625	2.584	2.620	423	05/28/2020
3130ADMS8	0821-18	Federal Home Loan Bank		08/03/2018	1,000,000.00	996,941.00	995,591.87	2.150	2.634	2.671	319	02/14/2020
3130A12B3	0823-18	Federal Home Loan Bank		08/03/2018	1,000,000.00	996,955.00	995,182.52	2.125	2.609	2.646	347	03/13/2020
3130ADUJ9	0824-18	Federal Home Loan Bank		08/03/2018	1,000,000.00	999,259.00	997,462.35	2.375	2.599	2.635	364	03/30/2020
313370E38	0828-18	Federal Home Loan Bank		09/10/2018	1,000,000.00	1,011,763.00	1,007,822.10	3.375	2.663	2.700	438	06/12/2020
3132X04G3	0838-18	Federal Home Loan Bank		11/07/2018	1,000,000.00	1,003,982.00	997,331.13	2.770	2.930	2.970	500	08/13/2020
313370US5	0840-18	Federal Home Loan Bank		11/15/2018	1,000,000.00	1,007,035.00	999,476.83	2.875	2.871	2.911	529	09/11/2020
3130AFCN5	0842-18	Federal Home Loan Bank		11/15/2018	1,000,000.00	1,004,265.00	1,000,000.00	3.200	3.156	3.200	959	11/15/2021
3130AG2D6	0854-19	Federal Home Loan Bank		03/11/2019	1,500,000.00	1,499,154.00	1,499,787.50	2.500	2.481	2.515	345	03/11/2020
3130AFX28	0857-19	Federal Home Loan Bank		03/14/2019	1,000,000.00	999,436.00	999,854.05	2.590	2.564	2.600	623	12/14/2020
3132X0MT5	0859-19	Federal Home Loan Bank		03/08/2019	1,000,000.00	996,034.44	993,839.61	2.000	2.489	2.523	655	01/15/2021
3137EADG1	0674-14	Federal Home Loan Mortgage Co.		10/21/2014	1,000,000.00	998,859.00	1,000,462.33	1.750	1.437	1.457	59	05/30/2019
3137EADG1	0679-15	Federal Home Loan Mortgage Co.		04/27/2015	3,000,000.00	2,996,577.00	3,002,379.23	1.750	1.235	1.252	59	05/30/2019
3137EADG1	0705-15	Federal Home Loan Mortgage Co.		10/15/2015	5,000,000.00	4,994,295.00	5,005,007.09	1.750	1.109	1.125	59	05/30/2019
3134G9MN4	0720-16	Federal Home Loan Mortgage Co.		05/26/2016	1,000,000.00	989,198.00	1,000,000.00	1.500	1.479	1.500	421	05/26/2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Coupon Securities</b>												
3134G9KW6	0723-16	Federal Home Loan Mortgage Co.		06/10/2016	1,000,000.00	992,527.00	999,952.85	1.350	1.339	1.357	239	11/26/2019
3137EADZ9	0785-17	Federal Home Loan Mortgage Co.		10/05/2017	1,500,000.00	1,499,212.50	1,499,821.69	1.125	1.415	1.435	14	04/15/2019
3137EAEH8	0796-17A	Federal Home Loan Mortgage Co.		11/24/2017	1,645,000.00	1,638,331.17	1,642,621.77	1.375	1.746	1.770	136	08/15/2019
3137EAEH8	0796-17B	Federal Home Loan Mortgage Co.		11/24/2017	1,000,000.00	995,946.00	998,554.27	1.375	1.746	1.770	136	08/15/2019
3134GAAF1	0805-18	Federal Home Loan Mortgage Co.		02/08/2018	1,100,000.00	1,094,868.50	1,096,736.12	1.300	2.040	2.068	144	08/23/2019
3134GBG30	0810-18	Federal Home Loan Mortgage Co.		04/19/2018	1,500,000.00	1,492,678.50	1,493,659.92	1.500	2.352	2.384	179	09/27/2019
3134G8W39	0811-18	Federal Home Loan Mortgage Co.		04/19/2018	1,000,000.00	993,727.00	994,219.84	1.375	2.372	2.405	210	10/28/2019
3134G9QR1	0813-18	Federal Home Loan Mortgage Co.		04/19/2018	1,000,000.00	992,493.00	993,235.94	1.340	2.374	2.407	238	11/25/2019
3134GSLZ6	0815-18	Federal Home Loan Mortgage Co.		05/30/2018	2,000,000.00	2,001,716.00	2,000,000.00	3.000	2.959	3.000	1,520	05/30/2023
3137EAEK1	0850-18	Federal Home Loan Mortgage Co.		12/20/2018	1,000,000.00	994,069.75	989,069.00	1.875	2.640	2.677	596	11/17/2020
3136G3AU9	0714-16	Federal Nat'l Mtg. Assoc.		02/26/2016	3,000,000.00	2,994,762.00	3,000,000.00	1.250	1.233	1.250	53	05/24/2019
3136G33W3	0733-16	Federal Nat'l Mtg. Assoc.		08/30/2016	4,000,000.00	3,927,584.00	4,000,000.00	1.500	1.480	1.500	788	05/28/2021
3136G4FL2	0744-16	Federal Nat'l Mtg. Assoc.		10/14/2016	1,550,000.00	1,523,064.10	1,549,649.86	1.500	1.491	1.512	742	04/12/2021
3136G3MW2	0745-16	Federal Nat'l Mtg. Assoc.		10/14/2016	450,000.00	441,876.60	450,000.00	1.500	1.479	1.500	785	05/25/2021
3136G4LQ4	0788-17	Federal Nat'l Mtg. Assoc.		10/13/2017	2,000,000.00	1,983,978.00	2,000,264.76	1.750	1.714	1.738	423	05/28/2020
3136G4NN9	0790-17	Federal Nat'l Mtg. Assoc.		10/13/2017	2,000,000.00	1,982,614.00	1,999,762.34	2.000	1.978	2.006	784	05/24/2021
3135G0M91	0809-18	Federal Nat'l Mtg. Assoc.		03/23/2018	1,000,000.00	995,722.00	996,530.95	1.125	2.202	2.233	116	07/26/2019
3135G0A78	0820-18	Federal Nat'l Mtg. Assoc.		08/03/2018	1,000,000.00	993,442.00	992,568.75	1.625	2.535	2.571	295	01/21/2020
3135G0T29	0822-18	Federal Nat'l Mtg. Assoc.		08/03/2018	1,000,000.00	91,594.00	990,132.12	1.500	2.580	2.616	333	02/28/2020
3136G1H28	0841-18	Federal Nat'l Mtg. Assoc.		11/15/2018	1,500,000.00	1,485,222.00	1,473,453.21	1.700	2.887	2.927	546	09/28/2020
3135G0U84	0848-18	Federal Nat'l Mtg. Assoc.		12/20/2018	1,000,000.00	1,011,596.19	1,006,681.76	2.875	2.656	2.693	578	10/30/2020
<b>Subtotal and Average</b>			<b>89,407,472.42</b>		<b>89,140,000.00</b>	<b>87,735,616.44</b>	<b>88,980,242.39</b>		<b>1.949</b>	<b>1.976</b>	<b>515</b>	
<b>Federal Agency Disc. -Amortizing</b>												
313312HG8	0826-18	Farm Credit Discount Note		09/10/2018	1,500,000.00	1,491,444.00	1,491,635.00	2.390	2.459	2.493	84	06/24/2019
76116FAE7	0847-18	Resolution Funding Corp		12/20/2018	1,000,000.00	964,010.00	959,531.73	2.588	2.711	2.749	563	10/15/2020
<b>Subtotal and Average</b>			<b>2,448,594.78</b>		<b>2,500,000.00</b>	<b>2,455,454.00</b>	<b>2,451,166.73</b>		<b>2.558</b>	<b>2.593</b>	<b>272</b>	
<b>Treasury Coupon Securities</b>												
912828SX9	0673-14	U.S. Treasury		10/21/2014	3,000,000.00	2,992,968.00	2,998,913.77	1.125	1.334	1.353	60	05/31/2019
912828R77	0769-17	U.S. Treasury		04/20/2017	2,000,000.00	1,962,500.00	1,989,467.38	1.375	1.605	1.627	791	05/31/2021
912828D23	0804-18	U.S. Treasury		02/08/2018	1,000,000.00	999,219.00	999,726.26	1.625	1.947	1.974	29	04/30/2019
912828XY1	0831-18	U.S. Treasury		09/14/2018	1,000,000.00	1,001,406.00	997,264.00	2.500	2.688	2.725	456	06/30/2020
912828J8	0832-18	U.S. Treasury		09/14/2018	1,000,000.00	988,906.00	984,587.05	1.500	2.696	2.733	471	07/15/2020
912828XD7	0835-18	U.S. Treasury		10/15/2018	2,500,000.00	2,473,437.50	2,418,887.92	1.875	2.923	2.963	1,156	05/31/2022
912828XR6	0836-18	U.S. Treasury		10/15/2018	2,500,000.00	2,464,062.50	2,409,512.55	1.750	2.923	2.964	1,156	05/31/2022

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Treasury Coupon Securities</b>												
912828XM7	0837-18	U.S. Treasury		11/07/2018	1,000,000.00	990,156.00	983,517.52	1.625	2.860	2.900	487	07/31/2020
912828V31	0845-18	U.S. Treasury		12/20/2018	1,500,000.00	1,487,812.50	1,485,134.07	1.375	2.617	2.653	289	01/15/2020
912828H52	0846-18	U.S. Treasury		12/20/2018	1,500,000.00	1,485,703.50	1,482,790.38	1.250	2.617	2.653	305	01/31/2020
9128284C1	0855-19	U.S. Treasury		03/08/2019	1,500,000.00	1,512,399.45	1,510,815.65	2.250	2.482	2.517	365	03/31/2020
9128284Y3	0856-19	U.S. Treasury		03/08/2019	1,000,000.00	1,004,008.65	1,002,262.27	2.625	2.468	2.502	518	08/31/2020
9128285S5	0858-19	U.S. Treasury		03/08/2019	1,000,000.00	1,007,752.07	1,004,815.02	2.500	2.454	2.488	640	12/31/2020
912828R69	0860-19	U.S. Treasury		03/08/2019	3,000,000.00	2,940,939.00	2,914,658.71	1.625	2.426	2.459	1,521	05/31/2023
<b>Subtotal and Average</b>			<b>22,691,221.26</b>		<b>23,500,000.00</b>	<b>23,311,270.17</b>	<b>23,182,352.55</b>		<b>2.369</b>	<b>2.402</b>	<b>681</b>	
<b>Miscellaneous Coupon Securities</b>												
3133EH2K8	0849-18	Federal Farm Credit		12/20/2018	1,000,000.00	1,000,554.00	1,001,287.75	2.519	2.463	2.497	591	11/12/2020
<b>Subtotal and Average</b>			<b>1,001,320.43</b>		<b>1,000,000.00</b>	<b>1,000,554.00</b>	<b>1,001,287.75</b>		<b>2.463</b>	<b>2.497</b>	<b>591</b>	
<b>Total and Average</b>			<b>156,967,378.99</b>		<b>156,564,101.84</b>	<b>154,886,451.45</b>	<b>155,995,161.54</b>		<b>2.165</b>	<b>2.196</b>	<b>503</b>	

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<b>Certificates of Deposit</b>												
12049434	12049434	BT	1,000,000.00	2.710	04/30/2020	09/10/2018	2.673	2.710	04/30 - At Maturity		1,000,000.00	1,000,000.00
12148384	12148384	BT	1,000,000.00	2.570	09/27/2019	09/10/2018	2.535	2.570	09/27 - At Maturity		1,000,000.00	1,000,000.00
12278608	12278608	BT	1,000,000.00	2.700	04/15/2020	09/10/2018	2.663	2.700	04/15 - At Maturity		1,000,000.00	1,000,000.00
12445234	12445234	BT	1,000,000.00	2.700	05/15/2020	09/10/2018	2.663	2.700	05/15 - At Maturity		1,000,000.00	1,000,000.00
12472820	12472820	BT	1,500,000.00	2.210	06/28/2019	04/19/2018	2.180	2.210	06/28 - At Maturity		1,500,000.00	1,500,000.00
12595735	12595735	BT	2,000,000.00	1.600	12/02/2019	10/13/2017	1.578	1.600	12/02 - At Maturity		2,000,000.00	2,000,000.00
12743761	12743761	BT	1,500,000.00	2.220	07/15/2019	04/19/2018	2.190	2.220	07/15 - At Maturity		1,500,000.00	1,500,000.00
12783856	12783856	BT	1,000,000.00	2.710	05/29/2020	09/10/2018	2.673	2.710	05/29 - At Maturity		1,000,000.00	1,000,000.00
12882805	12882805	BT	2,000,000.00	2.720	06/19/2020	09/10/2018	2.683	2.720	06/19 - At Maturity		2,000,000.00	2,000,000.00
12957296	12957296	BT	1,500,000.00	2.250	08/30/2019	04/19/2018	2.219	2.250	08/30 - At Maturity		1,500,000.00	1,500,000.00
12986892	12986892	BT	1,000,000.00	2.650	12/27/2019	09/10/2018	2.614	2.650	12/27 - At Maturity		1,000,000.00	1,000,000.00
144277971	144277971	GWB	1,000,000.00	1.500	06/28/2019	09/13/2017	1.479	1.500	06/28 - At Maturity		1,000,000.00	1,000,000.00
144278699	144278699	GWB	1,000,000.00	1.550	06/03/2019	10/13/2017	1.529	1.550	06/03 - At Maturity		1,000,000.00	1,000,000.00
144283631	144283631	GWB	1,000,000.00	2.210	05/15/2019	03/22/2018	2.180	2.210	05/15 - At Maturity		1,000,000.00	1,000,000.00
144283633	144283633	GWB	1,000,000.00	2.310	09/13/2019	03/22/2018	2.278	2.310	09/13 - At Maturity		1,000,000.00	1,000,000.00
144283634	144283634	GWB	1,000,000.00	2.310	09/30/2019	03/22/2018	2.278	2.310	09/30 - At Maturity		1,000,000.00	1,000,000.00
144283635	144283635	GWB	1,000,000.00	2.310	10/15/2019	03/22/2018	2.278	2.310	10/15 - At Maturity		1,000,000.00	1,000,000.00
433071437	433071437	USB	4,000,000.00	2.700	06/01/2021	04/24/2018	2.663	2.700	06/01 - 12/01		4,000,000.00	4,000,000.00
433071657	433071657	USB	1,000,000.00	2.520	12/31/2019	05/24/2018	2.485	2.520	06/30 - 12/31		1,000,000.00	1,000,000.00
433071659	433071659	USB	6,000,000.00	2.990	06/01/2022	05/24/2018	2.949	2.990	06/01 - 12/01		6,000,000.00	6,000,000.00
<b>Certificates of Deposit Totals</b>			<b>31,500,000.00</b>				<b>2.447</b>	<b>2.481</b>		<b>0.00</b>	<b>31,500,000.00</b>	<b>31,500,000.00</b>
<b>Money Market</b>												
SYS4531558874B	4531558874B	GWB	291,221.11	0.300			0.296	0.300	07/01 - Monthly		291,221.11	291,221.11
<b>Money Market Totals</b>			<b>291,221.11</b>				<b>0.296</b>	<b>0.300</b>		<b>0.00</b>	<b>291,221.11</b>	<b>291,221.11</b>
<b>Passbook/Checking Accounts</b>												
SYS6952311634B	6952311634B	WF	132,880.73	0.150			0.148	0.150	07/01 - Monthly		132,880.73	132,880.73
<b>Passbook/Checking Accounts Totals</b>			<b>132,880.73</b>				<b>0.148</b>	<b>0.150</b>		<b>0.00</b>	<b>132,880.73</b>	<b>132,880.73</b>
<b>Commercial Paper Disc. -Amortizing</b>												
0347M3TU8	0852-19	ANGLES	1,500,000.00	2.650	06/28/2019	02/12/2019	2.677	2.714	06/28 - At Maturity		1,484,983.33	1,490,283.33
16536JTE7	0851-19	CHESHM	1,500,000.00	2.660	06/14/2019	02/12/2019	2.684	2.721	06/14 - At Maturity		1,486,478.34	1,491,798.34
46640QS93	0833-18A	JPM	1,000,000.00	2.620	05/09/2019	10/12/2018	2.689	2.727	05/09 - At Maturity		984,789.43	997,234.44
46640QS93	0833-18B	JPM	1,500,000.00	2.620	05/09/2019	10/12/2018	2.689	2.727	05/09 - At Maturity		1,477,184.17	1,495,851.67

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
<b>Commercial Paper Disc. -Amortizing</b>												
46640QTK7	0844-18A	JPM	500,000.00	2.910	06/19/2019	12/20/2018	2.953	2.994	06/19 - At Maturity		492,684.58	496,807.08
46640QTK7	0844-18C	JPM	1,000,000.00	2.910	06/19/2019	12/20/2018	2.953	2.994	06/19 - At Maturity		985,369.17	993,614.17
46640QTK7	0844-18D	JPM	500,000.00	2.910	06/19/2019	12/20/2018	2.953	2.994	06/19 - At Maturity		492,684.58	496,807.08
46640QTK7	0844-19B	JPM	1,000,000.00	2.910	06/19/2019	12/20/2018	2.953	2.994	06/19 - At Maturity		985,369.17	993,614.17
<b>Commercial Paper Disc. -Amortizing Totals</b>			<b>8,500,000.00</b>				<b>2.779</b>	<b>2.818</b>		<b>0.00</b>	<b>8,389,542.77</b>	<b>8,456,010.28</b>
<b>Federal Agency Coupon Securities</b>												
3133EGQM0	0732-16	FFCB	940,000.00	1.620	02/10/2022	08/15/2016	1.613	1.635	02/10 - 08/10	Received	939,248.00	939,608.20
3133EGQQ1	0743-16	FFCB	8,000,000.00	1.300	05/15/2020	10/14/2016	1.299	1.317	11/15 - 05/15	Received	7,995,200.00	7,998,497.91
3133EGD69	0746-16	FFCB	5,000,000.00	1.320	05/07/2020	11/07/2016	1.322	1.341	05/07 - 11/07		4,996,500.00	4,998,900.00
3133EHKF9	0789-17	FFCB	2,000,000.00	1.770	11/23/2020	10/13/2017	1.839	1.864	11/23 - 05/23	Received	1,994,300.00	1,996,987.14
3133EJHS1	0808-18	FFCB	1,000,000.00	2.250	06/27/2019	03/27/2018	2.160	2.190	06/27 - 12/27		1,000,750.00	1,000,143.33
3133EH6L2	0816-18	FFCB	1,000,000.00	1.950	01/10/2020	05/24/2018	2.497	2.532	07/10 - 01/10	Received	990,770.00	995,605.51
3133EHKQ5	0843-18	FFCB	2,000,000.00	2.140	11/25/2022	11/15/2018	3.035	3.077	11/25 - 05/25	Received	1,929,500.00	1,936,112.41
3133EKAZ9	0853-19	FFCB	5,000,000.00	3.050	05/20/2024	02/21/2019	3.009	3.051	05/20 - 11/20	423.61	5,000,000.00	5,000,423.61
3130ABHF6	0778-17	FHLB	3,250,000.00	1.875	06/01/2021	09/15/2017	1.855	1.880	12/01 - 06/01	Received	3,249,350.00	3,249,620.51
313379EE5	0786-17	FHLB	1,500,000.00	1.625	06/14/2019	10/05/2017	1.465	1.485	12/14 - 06/14	Received	1,503,480.00	1,500,417.14
3130A8P72	0787-17	FHLB	1,570,000.00	1.030	07/12/2019	10/05/2017	1.506	1.527	01/12 - 07/12	Received	1,556,419.50	1,567,846.73
3130AABG2	0791-17	FHLB	1,135,000.00	1.875	11/29/2021	10/13/2017	1.830	1.856	11/29 - 05/29	Received	1,135,851.25	1,135,548.79
3130ABF92	0793-17	FHLB	1,000,000.00	1.375	05/28/2019	10/19/2017	1.510	1.531	11/28 - 05/28	5,996.53	997,520.00	1,005,752.38
3130AA3R7	0812-18	FHLB	1,000,000.00	1.375	11/15/2019	04/19/2018	2.352	2.385	05/15 - 11/15	Received	984,500.00	993,865.72
3130A0JR2	0814-18	FHLB	1,000,000.00	2.375	12/13/2019	04/19/2018	2.387	2.420	06/13 - 12/13	Received	999,260.00	999,686.06
3130AECJ7	0817-18	FHLB	2,000,000.00	2.625	05/28/2020	05/24/2018	2.584	2.620	11/28 - 05/28	Received	2,000,200.00	2,000,115.19
3130ADMS8	0821-18	FHLB	1,000,000.00	2.150	02/14/2020	08/03/2018	2.634	2.671	08/14 - 02/14	Received	992,240.00	995,591.87
3130A12B3	0823-18	FHLB	1,000,000.00	2.125	03/13/2020	08/03/2018	2.609	2.646	09/13 - 03/13	Received	991,830.00	995,182.52
3130ADUJ9	0824-18	FHLB	1,000,000.00	2.375	03/30/2020	08/03/2018	2.599	2.635	09/30 - 03/30	Received	995,780.00	997,462.35
313370E38	0828-18	FHLB	1,000,000.00	3.375	06/12/2020	09/10/2018	2.663	2.700	12/12 - 06/12	Received	1,011,470.00	1,007,822.10
3132X04G3	0838-18	FHLB	1,000,000.00	2.770	08/13/2020	11/07/2018	2.930	2.970	02/13 - 08/13	Received	996,550.00	997,331.13
313370US5	0840-18	FHLB	1,000,000.00	2.875	09/11/2020	11/15/2018	2.871	2.911	03/11 - 09/11	Received	999,340.00	999,476.83
3130AFCN5	0842-18	FHLB	1,000,000.00	3.200	11/15/2021	11/15/2018	3.156	3.200	05/15 - 11/15		1,000,000.00	1,000,000.00
3130AG2D6	0854-19	FHLB	1,500,000.00	2.500	03/11/2020	03/11/2019	2.481	2.515	09/11 - 03/11		1,499,775.00	1,499,787.50
3130AFX28	0857-19	FHLB	1,000,000.00	2.590	12/14/2020	03/14/2019	2.564	2.600	06/14 - 12/14		999,850.00	999,854.05
3132X0MT5	0859-19	FHLB	1,000,000.00	2.000	01/15/2021	03/08/2019	2.489	2.523	07/15 - 01/15	2,944.44	990,570.00	993,839.61
3137EADG1	0674-14	FHLMC	1,000,000.00	1.750	05/30/2019	10/21/2014	1.437	1.457	11/30 - 05/30	Received	1,013,000.00	1,000,462.33
3137EADG1	0679-15	FHLMC	3,000,000.00	1.750	05/30/2019	04/27/2015	1.235	1.252	05/30 - 11/30	Received	3,059,400.00	3,002,379.23

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
<b>Federal Agency Coupon Securities</b>												
3137EADG1	0705-15	FHLMC	5,000,000.00	1.750	05/30/2019	10/15/2015	1.109	1.125	11/30 - 05/30	Received	5,110,750.00	5,005,007.09
3134G9MN4	0720-16	FHLMC	1,000,000.00	1.500	05/26/2020	05/26/2016	1.479	1.500	11/26 - 05/26		1,000,000.00	1,000,000.00
3134G9KW6	0723-16	FHLMC	1,000,000.00	1.350	11/26/2019	06/10/2016	1.339	1.357	11/26 - 05/26	Received	999,750.00	999,952.85
3137EADZ9	0785-17	FHLMC	1,500,000.00	1.125	04/15/2019	10/05/2017	1.415	1.435	10/15 - 04/15	Received	1,492,995.00	1,499,821.69
3137EAEH8	0796-17A	FHLMC	1,645,000.00	1.375	08/15/2019	11/24/2017	1.746	1.770	02/15 - 08/15	Received	1,633,978.50	1,642,621.77
3137EAEH8	0796-17B	FHLMC	1,000,000.00	1.375	08/15/2019	11/24/2017	1.746	1.770	02/15 - 08/15	Received	993,300.00	998,554.27
3134GAAF1	0805-18	FHLMC	1,100,000.00	1.300	08/23/2019	02/08/2018	2.040	2.068	02/23 - 08/23	Received	1,087,243.30	1,096,736.12
3134GBG30	0810-18	FHLMC	1,500,000.00	1.500	09/27/2019	04/19/2018	2.352	2.384	09/27 - 03/27	Received	1,481,340.00	1,493,659.92
3134G8W39	0811-18	FHLMC	1,000,000.00	1.375	10/28/2019	04/19/2018	2.372	2.405	04/28 - 10/28	Received	984,670.00	994,219.84
3134G9QR1	0813-18	FHLMC	1,000,000.00	1.340	11/25/2019	04/19/2018	2.374	2.407	05/25 - 11/25	Received	983,350.00	993,235.94
3134GSLZ6	0815-18	FHLMC	2,000,000.00	3.000	05/30/2023	05/30/2018	2.959	3.000	11/30 - 05/30		2,000,000.00	2,000,000.00
3137EAEK1	0850-18	FHLMC	1,000,000.00	1.875	11/17/2020	12/20/2018	2.640	2.677	05/17 - 11/17	1,718.75	985,170.00	989,069.00
3136G3AU9	0714-16	FNMA	3,000,000.00	1.250	05/24/2019	02/26/2016	1.233	1.250	05/24 - 11/24	Received	3,000,000.00	3,000,000.00
3136G33W3	0733-16	FNMA	4,000,000.00	1.500	05/28/2021	08/30/2016	1.480	1.500	11/28 - 05/28		4,000,000.00	4,000,000.00
3136G4FL2	0744-16	FNMA	1,550,000.00	1.500	04/12/2021	10/14/2016	1.491	1.512	04/12 - 10/12	Received	1,549,225.00	1,549,649.86
3136G3MW2	0745-16	FNMA	450,000.00	1.500	05/25/2021	10/14/2016	1.479	1.500	11/25 - 05/25	Received	450,000.00	450,000.00
3136G4LQ4	0788-17	FNMA	2,000,000.00	1.750	05/28/2020	10/13/2017	1.714	1.738	11/28 - 05/28	Received	2,000,600.00	2,000,264.76
3136G4NN9	0790-17	FNMA	2,000,000.00	2.000	05/24/2021	10/13/2017	1.978	2.006	11/24 - 05/24	Received	1,999,600.00	1,999,762.34
3135G0M91	0809-18	FNMA	1,000,000.00	1.125	07/26/2019	03/23/2018	2.202	2.233	07/26 - 01/26	Received	985,430.00	996,530.95
3135G0A78	0820-18	FNMA	1,000,000.00	1.625	01/21/2020	08/03/2018	2.535	2.571	01/21 - 07/21	Received	986,470.00	992,568.75
3135G0T29	0822-18	FNMA	1,000,000.00	1.500	02/28/2020	08/03/2018	2.580	2.616	08/28 - 02/28	Received	982,950.00	990,132.12
3136G1H28	0841-18	FNMA	1,500,000.00	1.700	09/28/2020	11/15/2018	2.887	2.927	03/28 - 09/28	Received	1,466,730.00	1,473,453.21
3135G0U84	0848-18	FNMA	1,000,000.00	2.875	10/30/2020	12/20/2018	2.656	2.693	04/30 - 10/30	3,913.19	1,003,260.00	1,006,681.76
<b>Federal Agency Coupon Securities Totals</b>			<b>89,140,000.00</b>				<b>1.949</b>	<b>1.976</b>		<b>14,996.52</b>	<b>88,999,465.55</b>	<b>88,980,242.39</b>
<b>Federal Agency Disc. -Amortizing</b>												
313312HG8	0826-18	FCDN	1,500,000.00	2.390	06/24/2019	09/10/2018	2.459	2.493	06/24 - At Maturity		1,471,419.58	1,491,635.00
76116FAE7	0847-18	RFCSP	1,000,000.00	2.588	10/15/2020	12/20/2018	2.711	2.749	10/15 - At Maturity		952,200.00	959,531.73
<b>Federal Agency Disc. -Amortizing Totals</b>			<b>2,500,000.00</b>				<b>2.558</b>	<b>2.593</b>		<b>0.00</b>	<b>2,423,619.58</b>	<b>2,451,166.73</b>
<b>Treasury Coupon Securities</b>												
912828SX9	0673-14	US TRE	3,000,000.00	1.125	05/31/2019	10/21/2014	1.334	1.353	11/30 - 05/31	Received	2,969,531.25	2,998,913.77
912828R77	0769-17	US TRE	2,000,000.00	1.375	05/31/2021	04/20/2017	1.605	1.627	05/31 - 11/30	Received	1,980,000.00	1,989,467.38
912828D23	0804-18	US TRE	1,000,000.00	1.625	04/30/2019	02/08/2018	1.947	1.974	04/30 - 10/31	Received	995,790.00	999,726.26
912828XY1	0831-18	US TRE	1,000,000.00	2.500	06/30/2020	09/14/2018	2.688	2.725	12/31 - 06/30	Received	996,070.00	997,264.00

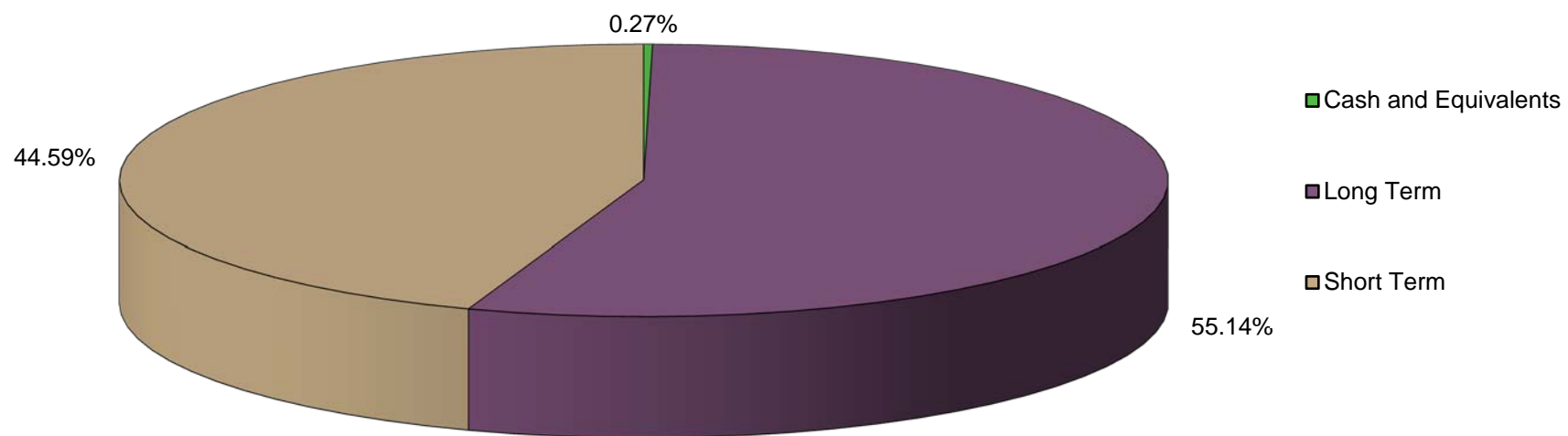
Portfolio 2019  
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**Investments FY 2018-2019**  
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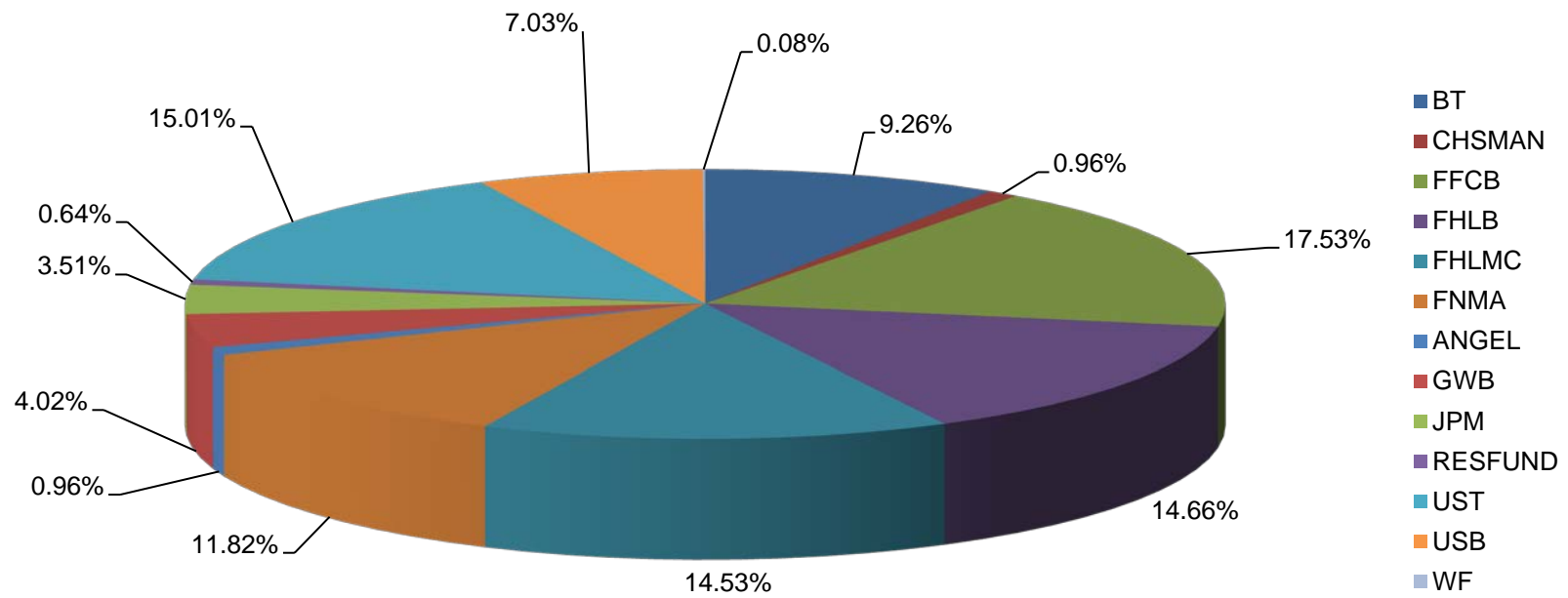
CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
<b>Treasury Coupon Securities</b>												
9128282J8	0832-18	US TRE	1,000,000.00	1.500	07/15/2020	09/14/2018	2.696	2.733	01/15 - 07/15	Received	978,075.00	984,587.05
912828XD7	0835-18	US TRE	2,500,000.00	1.875	05/31/2022	10/15/2018	2.923	2.963	11/30 - 05/31	Received	2,407,100.00	2,418,887.92
912828XR6	0836-18	US TRE	2,500,000.00	1.750	05/31/2022	10/15/2018	2.923	2.964	11/30 - 05/31	Received	2,396,362.13	2,409,512.55
912828XM7	0837-18	US TRE	1,000,000.00	1.625	07/31/2020	11/07/2018	2.860	2.900	01/31 - 07/31	Received	978,610.00	983,517.52
912828V31	0845-18	US TRE	1,500,000.00	1.375	01/15/2020	12/20/2018	2.617	2.653	01/15 - 07/15	Received	1,479,887.27	1,485,134.07
912828H52	0846-18	US TRE	1,500,000.00	1.250	01/31/2020	12/20/2018	2.617	2.653	01/31 - 07/31	Received	1,477,035.03	1,482,790.38
9128284C1	0855-19	US TRE	1,500,000.00	2.250	03/31/2020	03/08/2019	2.482	2.517	03/31 - 09/30	14,742.45	1,495,815.00	1,510,815.65
9128284Y3	0856-19	US TRE	1,000,000.00	2.625	08/31/2020	03/08/2019	2.468	2.502	08/31 - 02/29	570.65	1,001,770.00	1,002,262.27
9128285S5	0858-19	US TRE	1,000,000.00	2.500	12/31/2020	03/08/2019	2.454	2.488	06/30 - 12/31	4,627.07	1,000,195.00	1,004,815.02
912828R69	0860-19	US TRE	3,000,000.00	1.625	05/31/2023	03/08/2019	2.426	2.459	05/31 - 11/30	13,125.00	2,899,980.00	2,914,658.71
<b>Treasury Coupon Securities Totals</b>			<b>23,500,000.00</b>				<b>2.369</b>	<b>2.402</b>		<b>33,065.17</b>	<b>23,056,220.68</b>	<b>23,182,352.55</b>
<b>Miscellaneous Coupon Securities</b>												
3133EH2K8	0849-18	FFCB	1,000,000.00	2.519	11/12/2020	12/20/2018	2.463	2.497	02/12 - Quarterly	Received	1,001,510.00	1,001,287.75
<b>Miscellaneous Coupon Securities Totals</b>			<b>1,000,000.00</b>				<b>2.463</b>	<b>2.497</b>		<b>0.00</b>	<b>1,001,510.00</b>	<b>1,001,287.75</b>
<b>Investment Totals</b>			<b>156,564,101.84</b>				<b>2.165</b>	<b>2.196</b>		<b>48,061.69</b>	<b>155,794,460.42</b>	<b>155,995,161.54</b>

### Portfolio by Asset Class



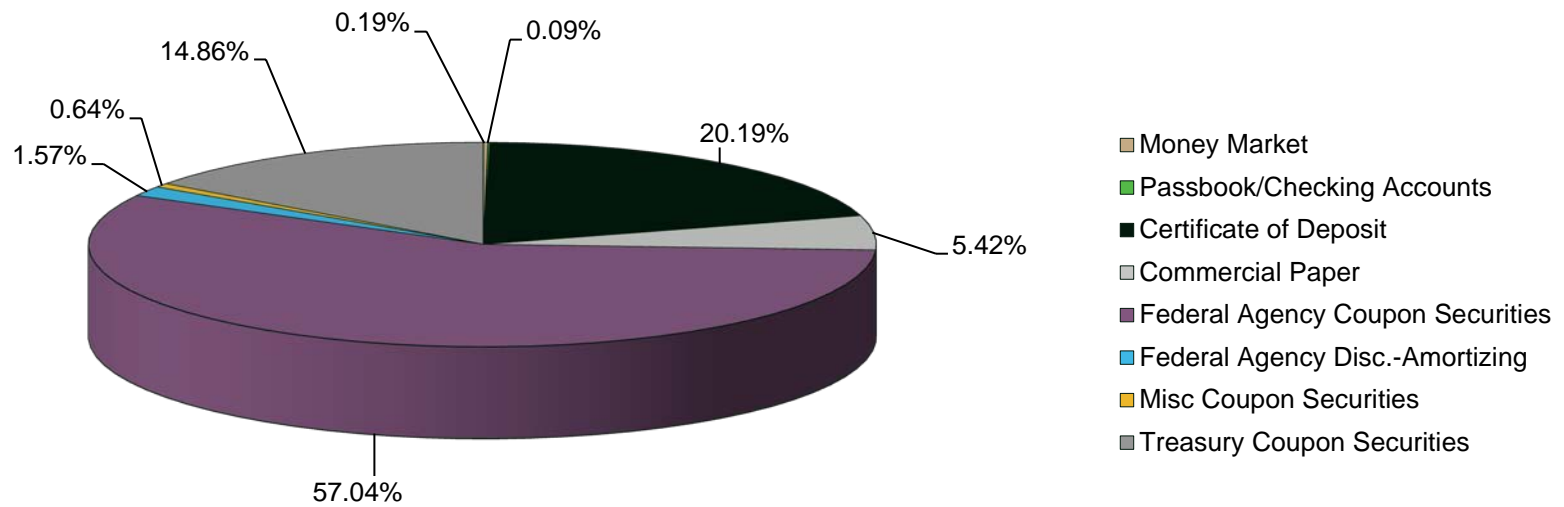
For Quarter Ending March 31, 2019

### Par Value by Issuer Graph



For Quarter Ending March 31, 2019

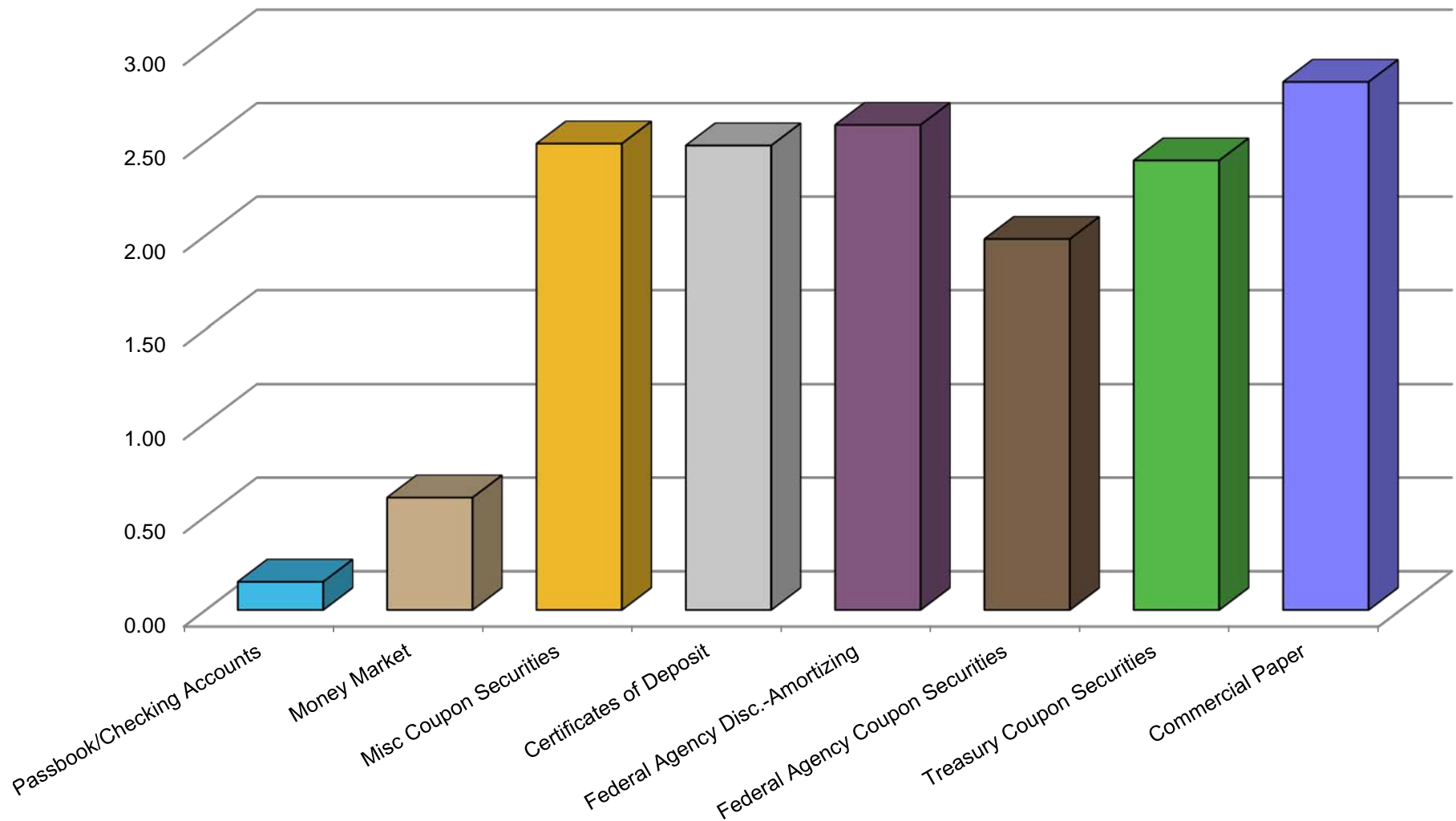
## Book Value By Investment Type



For Quarter Ending March 31, 2019



## Investment Yield by Type



For Quarter Ending March 31, 2019

**COUNCIL ACTION FORM**

**SUBJECT: AMES INTERMODAL FACILITY COMMERCIAL TENANT LEASE WITH EXECUTIVE EXPRESS**

**BACKGROUND:**

Under the approved Ames Intermodal Facility operating agreement between the City of Ames and Iowa State University, CyRide staff is charged with negotiating leases for the terminal area of the building. In 2016, staff prepared a three-year agreement for Executive Express that expires June 30, 2019. Their service began operating from the Intermodal Facility on July 1, 2012. Over the last several months, staff has worked with the carrier to negotiate a new five-year agreement that will provide office/waiting room/van storage space for Executive Express service to the Des Moines International Airport.

In negotiating a new lease agreement, the following issues were modified in the new lease agreement:

- Contract term to a five-year agreement – lease starting on July 1, 2019 and expiring on June 30, 2024
- Exclusion of contract terms regarding a contract extension, as a 5-year contract is the maximum allowed by the Federal Transit Administration
- First year's lease rate is \$1,393 per month. The current lease rate is \$1,372. Both rates include a \$300 per month utility fee.
- Addition of Producer Price Index as the method to determine annual rate modifications
- Addition of Arbor Street to excluded streets in traveling to the facility
- Removing previous Director as CyRide's contact person
- Updating CyRide's mailing address

The agreement has been reviewed and approved by:

- City of Ames Legal Counsel and Risk Manager
- ISU's Project Manager for the Intermodal Facility
- Executive Express' owner

The Transit Board of Trustees approved the Executive Express five-year lease at their April 11, 2019 meeting.

**ALTERNATIVES:**

1. Approve the Ames Intermodal Facility Commercial Tenant Lease with Executive Express for a five-year period.
2. Direct staff to renegotiate a lease with Executive Express, with City Council direction on items to be renegotiated.
3. Do not approve a lease with Executive Express for space within the Ames Intermodal Facility.

**MANAGER'S RECOMMENDED ACTION:**

One of the two main purposes of the Ames Intermodal Facility is to coordinate transportation services within a single location. This agreement allows for this coordination to continue based on a negotiated lease rate. With Executive Express, Jefferson Lines and Burlington Trailways all housed at this facility, Ames residents and visitors can easily access transportation to locations outside the community.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. #1, thereby entering into a five-year agreement with Executive Express for space within the Ames Intermodal Facility.

# Ames Intermodal Facility Commercial Tenant Lease

## 1. BASIC PROVISIONS

1.1 Parties: This lease dated for reference purposes only, February 1, 2019, is made by and between the City of Ames, Iowa, d/b/a Ames Transit (hereinafter referred to as "Landlord") and Loghouse Enterprises, Inc., d/b/a Executive Express (hereinafter referred to as "Tenant") (collectively the "Parties" or individually a "Party") for the property located at 129 Hayward Avenue (hereinafter referred to as "Intermodal Facility").

### 1.2 Premises:

(a) Exclusive Premises: That certain real property for the exclusive use of Tenant, consisting of approximately 310 square feet of floor space in the Executive Express office area and 1,620 square feet of vehicle garage, including all improvements therein, and more particularly described on Exhibit "A-1" (hereinafter referred to as "Exclusive Premises").

(b) Common Areas: That certain real property for the common use of the Landlord, Tenant and other tenants of Landlord, consisting of approximately 705 square feet of Executive Express lobby area adjacent to Tenant's office and 1,042 square feet of floor space in the central entry vestibule/men's and women's restrooms/shower area, and approximately 612 square feet of Bus Bay "A," including all improvements therein or to be provided by Landlord under the terms of this Lease, and more particularly illustrated in Exhibit "A-2" (herein referred to as "Common Areas").

(c) Address: The legal address of the exclusive premises is as follows:

129 Hayward Avenue, Suite 101  
Ames, Iowa 50010

(d) Hours of Operation: That certain real property for the exclusive or common use of the Tenant will be available for use by the Tenant 24 hours per day, 7 days per week. Tenant will have a company representative on site during times when the Premises are utilized by Tenant or Tenant's clients.

1.3 Term: The term of this Lease commences on July 1, 2019 (hereinafter referred to as "Commencement Date") and ends June 30, 2024 (hereinafter referred to as "Expiration Date"). Any leasehold encumbrance must be approved by the Federal Transit Administration prior to execution of an agreement or extension of the agreement.

### 1.4 Rental:

(a) Base Rent: Tenant shall pay monthly base rent for the Leased Premises equal to \$1,093 per month for the first year of this agreement (the "Monthly Base Rent"), plus \$300 in utilities, payable in advance prior to the first day of each month. The first month's rent will be paid upon execution of this Commercial Tenant Lease Agreement (hereinafter referred to as "Agreement"). To the extent the Term commences on a day other than the first day of the month, the first month's rent shall be prorated accordingly.

- (b) Rent Increases: The "Monthly Base Rent" shall increase during the term of the lease according to the Producers Price Index (PPI) as referenced in paragraph (c).
- (c) PPI Adjustments: The PPI Adjustment shall be accomplished through the use of the following procedures:
  - (i) The "Reference Date" shall be the lease Commencement Date. The "Comparison Date" shall be in all instances the last day of the Lease Year immediately preceding the Lease Year as to which the PPI Adjustment is to be applicable.
  - (ii) The PPI for Operators and Lessors of Non-Residential Buildings (Except Miniwarehouses) published by the United State Department of Labor, Bureau of Labor Statistics (the "Index"), which is published most immediately preceding the Comparison Date (the "Comparison Index"), shall be compared with the PPI published most immediately preceding the Reference Date (the "Reference Date").
  - (iii) The Monthly Rent for the applicable Lease Year shall be the product that results when the initial Monthly Rent specified above is multiplied by a fraction, the numerator of which is the applicable Comparison Index and the denominator of which is the Reference Index. In no event, however, shall the PPI Adjustment be greater than three percent (3%) with respect to any Lease Year. As soon as the Monthly Rent for the affected Lease Year is set, Landlord shall give Tenant notice of the amount of the Monthly Rent for the Lease Year.
- (d) If the Index is changed so that the Base Year differs from that used as of the lease Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Lease Term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.
- (e) Rent Payable: Rent shall be payable to Iowa State University as the Landlord's Management Agency (hereinafter referred to as "Representative") and sent to the individual and address below:

Mr. Mark Miller  
Iowa State University  
Program Manager I  
Armory Building  
Ames, Iowa 50011-3034

Notice of change will be transmitted to Tenant by Landlord as described in Section 17 of this Agreement entitled "Notices."

- 1.5 Permitted Use: Operation of a bus terminal and the handling of passengers, baggage and package express by the Tenant and its affiliated or tenant carriers. (See paragraph 5.1 for further provisions.) The Tenant shall have the exclusive right to use the Exclusive Premises for such purposes; however, the use of Common Areas shall be non-exclusive and the Common Area may be used by Landlord for such other purposes it deems appropriate.



- 1.6 Parking Spaces: Included in the lease of the Premises, at no additional cost, is two parking spaces. Any additional parking spaces will be provided at 50% of the "Covered Annual Permit" rate, payable July 1 of each year. The location of these spaces will be identified in writing by the Representative annually and will be subject to change upon written notification by the Representative.

## **2. PREMISES**

- 2.1 Letting: Landlord hereby leases to Tenant, and Tenant hereby leases from landlord, the Premises, for the term, at the rental and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of square footage set forth in this Lease, or that may have been used in calculating rental, is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to whether or not the actual footage is more or less.
- 2.2 Condition: Landlord shall deliver the Premises to Tenant with all leasehold improvements described in the construction plans and specifications dated December 14, 2010. Tenant shall provide all remaining furnishings and fixtures to be utilized by Tenant in the Exclusive Premises. Any alteration of the Premises must be approved by Landlord's Representative in writing prior to said alteration. Tenant agrees to house all vehicles indoors on the Premises as outdoor vehicle storage is prohibited on the Intermodal site.
- 2.3 Compliance: Landlord represents and warrants to Tenant that the Premises comply with all applicable zoning requirements, ordinances, regulations and all applicable law affecting Premises and/or required in Tenant's use of the Premises or common areas appurtenant to the Premises, including the Americans With Disabilities Act (or other laws affecting handicapped access) and any environmental impact or traffic studies or requirements.

## **3. TERM**

- 3.1 Term: The Commencement Date, Expiration Date and Original Term of this Lease are as specified in paragraph 1.3.

## **4. REPRESENTATIONS AND WARRANTIES**

Landlord hereby represents and warrants to Tenant that as of the Commencement Date:

- (a) Landlord has full right, power and authority to enter into this Lease and to execute and perform all of the terms, provisions, covenants and agreements provided herein.
- (b) As of the Commencement Date of this Lease, there are no existing or proposed plans for the widening of any streets adjacent to the premises, or any urban renewal or other public projects affecting the Premises or which may impair Tenant's use and enjoyment of the Premises; however, if additional funding is secured for an expansion of the facility, Landlord will work with the Tenant to accommodate its continued use of the Premises during this construction.
- (c) To the best of its knowledge, Landlord represents that there are no condemnation proceedings or eminent domain proceedings of any kind pending, contemplated or threatened against the Premises;

- (d) To the best of its knowledge, Landlord represents that there are no suits, judgments or notices from any governmental authority relating to any violation of any health, pollution control, building, fire or zoning laws of any governmental authority with respect to the Premises, and there is no litigation or proceeding pending or threatened against or affecting the Premises;
- (e) To the best of its knowledge, Landlord represents that there is no adverse fact relating to the physical, mechanical or structural condition of the Premises or any portion thereof which has been specifically disclosed to Tenant;
- (f) No commitments have been or will be made by the Landlord to any governmental authority, utility company or other organization relating to the premises which would impose an obligation upon Tenant to make any contribution of money or dedications of property or to construct any improvements; and no governmental authority has imposed a requirement that the owner or occupant of the Premises pay any special fees or incur any expenses or obligations in connection with the Premises;
- (g) To the best of its knowledge, other than this lease, Landlord represents that there are no contracts, leases or agreements of any kind whatsoever which restrict Tenant's rights under this Lease or the Exclusive Premises.

## 5. USE

5.1 Use: Tenant shall use and occupy the Premises only for the purposes set forth in paragraph 1.5 or any other use which is incidental thereto including, but not limited, to the supplying of goods and services customarily provided to the traveling public. Tenant shall not use or permit the use of the Premises in a manner that creates waste or a nuisance. Landlord acknowledges that Tenant's proposed use of the premises for its bus terminal operations does not constitute a nuisance.

### 5.2 Hazardous Substances:

- (a) Tenant will comply with all environmental laws during the term of the Lease and agrees to indemnify, defend and hold the Landlord harmless from and against any and all loss, damage, liability and expense (including reasonable attorney's fees) that the Landlord may incur as a result of any claim, demand or action related to environmental conditions as a result of Tenant's use of the Premises.
- (b) Landlord represents and warrants to Tenant that the Premises do not contain any asbestos or Hazardous Materials (as defined below) and Landlord is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the premises including, but not limited to, soil and ground water condition.
- (c) The term "Hazardous Material" as used herein shall include, but not be limited to, asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances and any other chemical, material or related substance, exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Premises, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by the Superfund Amendments and Reauthorization Act 42 U.S.C. § 9601, *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801, *et seq.*; Clean Air Act 42 U.S.C. § 7901, *et seq.*; Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; Clean Water Act, 33 U. S. C. § 1251, *et seq.*; the laws, regulations or rulings of the state in which the Premises is located or any local ordinance



affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

- 5.3 Tenant's Compliance with Law: Except as otherwise provided in this Lease, Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner comply with all Applicable Law, which term is used in this Lease to include all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record or permits relating to Tenant's use of the Premises, now in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Tenant shall, within ten (10) days after receipt of Landlord's or Landlord's Representative's written request, provide Landlord with copies of all documents and information including, but not limited to, permits, registrations, manifests, applications, reports and certificates evidencing Tenant's compliance with any Applicable Law, and shall promptly upon receipt notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant to comply with any Applicable Law.
- 5.4 Ingress and Egress: Tenant shall have the non-exclusive right of ingress and egress to and from the Premises and shall not be unreasonably restricted in the operation of its motor buses to and from the Premises. Tenant shall ingress the Premises from Sheldon Avenue via Lincoln Way and egress the Premises on Hayward Avenue to Lincoln Way. Under no circumstances shall Tenant ingress or egress the Premises on Hayward Avenue south of Chamberlain Street or Arbor Street to the east of the facility.

## **6. MAINTENANCE AND REPAIRS; IMPROVEMENTS, ADDITIONS & ALTERATIONS**

Tenant shall maintain the Exclusive Premises in a clean and orderly condition. Tenant shall, at Tenant's sole cost and expense, repair any and all damage done to the Exclusive Premises or Common Areas or the Landlord's adjoining premises by Tenant's employees, agents, contractors, business invitees, customers and patrons. Landlord shall maintain and promptly make all common area and exterior repairs (including landscaping, snow removal and common area maintenance), all repairs, replacements or retro-fitting of a permanent character (including, but not limited to, components in the air conditioning, boiler and heating systems, HVAC systems, sprinkler systems, gas lines, electrical and plumbing fixtures and hot water systems, including heaters), and all floors and floor surfaces, driveways, parking lots, bus docks, wall, roof (including water tightness), foundation, footings, Building Systems (as herein defined) and structural repairs, support systems, strengthening, alternations, reconstructions or additions necessitated by reason of lapse of time, weakness or decay, insect infestation, or damage to or destruction of the Premises, or to any part thereof, or which may, at any time, be required by any governmental or public authority, except for any damage caused solely by Tenant's negligence. The "Building Systems" shall be construed as the building utility elements essential for Tenant's use and occupancy of the Premises including, but not limited to, such systems as are not readily accessible to Tenant, such as underground water, sewer, electric and other utility lines and all trash removal related to the Premises. Tenant shall surrender the Premises in as good order, repair and condition as the same were in the commencement of the Term, damage by fire and items covered by extended coverage, insurance, unavoidable casualty, reasonable wear and tear, alternations, improvements and additions made by Tenant and Landlord's failure to repair excepted.

## **7. INSURANCE AND INDEMNITY**

- 7.1 Landlord Insurance Property: Landlord is insured against all risks of physical loss or damage to the Premises in the amount of the full replacement cost thereof, against any perils commonly included in a broad form all risk policy, including the classifications of fire, lightning, explosion, vandalism, wind



and hail. A copy of Landlord's property policy will be made available at Tenant's request. Landlord is insured for general liability for any common areas.

7.2 Tenant Insurance Public Liability:

- (a) Commercial General Liability – A comprehensive general liability policy for its Premises, including coverage of contractual liability as respects this Agreement, providing a combined single limit of liability of not less than \$1,000,000 per occurrence. Tenant shall furnish a certificate of insurance to Landlord and Representative evidencing the aforesaid coverage and naming the following Landlord as an additional insureds: City of Ames, Ames Transit Authority, Iowa State University of Science and Technology, Board of Regents – State of Iowa, and State of Iowa. The policy shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. This insurance afforded to additional insureds is to be primary and non-contributory of any other valid and collectible insurance, including but not limited to self-insurance. Additional insured status shall be endorsed to the actual policy and copies of the endorsements attached to the certificate of insurance.
- (b) Personal Property – a policy for Tenant's personal property on the Premises written on an "all risks" of physical loss of damage basis for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurances clauses of the policies of insurance and shall include mischief, theft, water damages of any type and explosion and provide business interruption coverage for a period of one year. Landlord has no obligations to insure, and no liability for any damage to, any personal property of Tenant or its permittees located in the Premises.
- (c) Automobile Insurance – a commercial automobile policy for all owned, leased/rented, unowned, hired and employee non-owned vehicles in a combined single limit of \$1,000,000.
- (d) Worker's Compensation and Employer's Liability –
  - (i) Coverage A State Statutory Limit
  - (ii) Coverage B – Employer's Liability \$100,000/\$500,000/\$100,000

The policy shall contain a waiver of subrogation in favor of City of Ames, Ames Transit Authority, Iowa State University of Science and Technology, Board of Regents – State of Iowa, and State of Iowa. NCCI form number WC 0003 shall be endorsed and a copy of the endorsement attached to the certificate when provided.

Upon execution of this Agreement, Tenant shall deliver to Landlord and Representative copies of policies of any insurance required under this Lease or certificates evidencing the existence and amount of such insurance. All insurance companies providing policies shall be licensed to do business in the State of Iowa and have a minimum AM Best Rating of A-VII. All required insurance policies shall be written on a primary and non-contributory basis. Tenant's failure to maintain and keep in force the required insurance constitutes a material default of this Agreement by Tenant and entities Landlord to the remedies included in paragraph 11 of this Lease. If termination, expiration or any lapse of the

required insurance coverage occurs, Tenant will fax a copy of a new certificate of insurance or other document evidencing reinstatement of coverage within five (5) business days to Landlord's Risk Manager at 515-239-5297 and will provide a copy to the Representative. Landlord is insured for public liability for any common areas.

- 7.3 Indemnity: Except as otherwise agreed upon herein, each party agrees to indemnify and save the other party harmless (and, with respect Tenant, shall also indemnify and save Iowa State University of Science and Technology, Board of Regents – State of Iowa, and State of Iowa) from any and all claims, demands, costs and expenses of every kind whatsoever, including reasonable attorney's fees for the defense thereof, arising from the indemnifying party's wrongful act or negligence in or about the Premises. In case of any action or proceeding brought against either party by reason of any such claim, upon notice from such party, the indemnifying party covenants to defend such action or proceeding by counsel reasonably satisfactory to the other party, unless such action or proceeding alleges the joining of concurring wrongful acts or negligence of both parties, in which case both parties shall share equally in the defense of such action or proceeding to the extent permitted by law.
- 7.4 Waiver of Subrogation: Landlord and Tenant and all parties claiming under or through them hereby mutually release and discharge each other and the officers, employees, agents, representatives, customers and business visitors of Landlord or Tenant from all claims, losses and liabilities arising from or caused by any injury to persons or property covered by third party insurance, even if caused by the fault or negligence of a released party, but only: (1) in the actual amount and to the extent that insurance proceeds are received by the agreed party from third party insurers, (2) if this provision does not void or render invalid any insurance coverage or policy, (3) if consent to this waiver of subrogation by a third party insurer is given after a request has been made therefore (if required under the terms of such policy in order not to void same) and/or an endorsement to the policy is obtained (if an endorsement can be obtained at no additional cost) and (4) applying, in the case of Tenant, to any amounts in excess of the amount of which Tenant may self-insure.
- 7.5 Right to Self Insure: Tenant represents to Landlord and Landlord acknowledges that Tenant may self-insure in the ordinary course of its business. Notwithstanding any other provision contained herein to the contrary, the insurance obligations of Tenant set forth in this paragraph 7 may be satisfied by endorsement to existing excess/umbrella blanket policies written by companies or recognized standing showing a self-insurance retention of not more than \$3,000,000 per occurrence for automobile liability and general liability insurance coverage; worker's compensation insurance coverage is subject to a \$1,500,000 deductible per occurrence with a deductible of \$100,000 per occurrence for property damage insurance coverage, to the extent required under this Agreement.

## **8. DAMAGE OR DESTRUCTION**

If the Premises are damaged or destroyed in whole or in part by fire or other casualty, Landlord shall repair and restore the premises to a good tenantable condition. All rent shall wholly abate in the case the entire Premises is untenable, or shall abate pro rate for the portion rendered untenable in case a part only is untenable, until the Premises is restored to a tenantable condition. Landlord shall commence and complete all work required to be done under this paragraph 8 with reasonable promptness and diligence. In the event Landlord repairs or restores the Premises, the rent due under this Lease shall be abated or reduced proportionately during any period which, by reason of such damage or destruction, there is unreasonable interference with the operation of the business of Tenant. If Landlord does not commence the repair or restoration within thirty (30) days after the damage or destruction occurs, or if repair or restoration will and does require more than ninety (90) days to complete, Tenant may, at Tenant's option, terminate this Lease by giving Landlord notice of Tenant's election to do so at any time prior to the



commencement of the repair or restoration. In that event, this Lease shall terminate as of the date of such damage or destruction.

## **9. REAL PROPERTY TAXES**

Landlord, during the Term, shall pay promptly when due all general ad valorem real estate taxes and assessments which may be imposed upon the Premises.

## **10. ASSIGNMENT AND SUBLETTING**

Other than that of an independent commission contractor, Tenant shall not have the right to assign this Lease, or sublease all or a part of the Premises for any transportation purpose, without the prior written consent of Landlord, which may not be unreasonably withheld, to any person or entity at any time and from time to time. Any such assignment or sublease shall not release Tenant of its obligations, liability and responsibilities under this Lease. Any assignment or subletting of the Premises will be to another qualified Over-the-Road Carrier only.

## **11. TERMINATION FOR CONVENIENCE**

Tenant and Landlord may, by written notice, terminate this contract, in whole or in part, when it is in either entities best interest. If this contract is terminated, a minimum of 90 days notice must be provided in writing. Landlord shall be liable only for payment under the rental provision of this agreement rendered before the effective date of termination.

## **12. DEFAULT; BREACH; REMEDIES**

12.1 Default: The occurrence of any of the following events constitutes a material default of this Lease by Tenant:

- (a) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where the failure continues for a period of twenty (20) days after Tenant receives notice thereof from Landlord.
- (b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in subparagraph (a) above, where the failure continues for a period of thirty (30) days after Tenant receives notice thereof from landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, the filing by Tenant of a petition to have Tenant adjudged a bankrupt and/or the judicial declaration of Tenant as bankrupt.
- (d) The appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days.

- (e) The attachment, execution or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.
- (f) Tenant's action or inaction resulting in a lien being placed on all or part of the Leased Premises, if such lien is not bonded or discharged within thirty (30) days.

12.2 Remedies Upon Tenant's Default: In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, enter into the Premises, remove Tenant's property and take and hold possession of the Premises, expel Tenant and pursue those remedies available to Landlord under the laws of the state in which the Premises is located. Landlord shall make reasonable efforts to relet the premises or any part thereof in order to mitigate any damages resulting from Tenant's default.

12.3 Default by Landlord: Landlord shall not be in default unless Landlord or its Representative fails to perform any covenants, terms, provisions, agreements or obligations required of the Landlord within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord or its Representative commences performance within the thirty (30) day period and thereafter diligently completes performance.

12.4 Remedies upon Landlord's Default: If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord or its Representative under this Lease, Tenant may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereafter, or elect to terminate this lease upon giving thirty (30) days notice to Landlord of its intention to do so. In that event, this lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default to the satisfaction of Tenant. In the event that any representations and warranties set forth in this Lease (including, but not limited to, those set forth in paragraph 4 herein) shall cease to be the case, and if Landlord shall have failed to commence to cure within sixty (60) days after notice from Tenant and thereafter diligently completes the cure of the same, then, except as specifically provided elsewhere in this Lease, Tenant shall have the right to terminate this Lease upon notice to Landlord. Tenant may also pursue those remedies available to it under the laws of the state in which the Premises are located.

### **13. SEVERABILITY**

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

### **14. CONDITIONS PRECEDENT**

The rental and other monetary obligations of Tenant under this Lease shall not be effective unless and until Landlord receives a certificate of occupancy to operate Tenant's business on the Premises. In the event Landlord is unable to procure the necessary permits to operate on the Premises within thirty (30) days of the Commencement Date, Tenant may terminate this Lease upon written notice to Landlord.

### **15. TIME OF ESSENCE**

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.



## 16. RENT DEFINED

All monetary obligations of Tenant to Landlord under the terms of this lease are deemed to be rent.

## 17. NO PRIOR OR OTHER AGREEMENTS

This Lease contains all agreements between the parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

## 18. NOTICES

18.1 All notices required or permitted by the Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be by certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by a nationally recognized overnight courier (next day delivery) and shall be deemed sufficiently given if served in a manner specified in this paragraph 17. Timely delivery of notices as specified in this Lease to the individuals and addresses noted below shall constitute the Party's sufficient delivery of notice. Either Party may, by written notice to the other, specify a different address or individual for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by written notice to Tenant.

### Landlord

Transit Director  
Ames Transit Agency  
601 N. University Blvd.  
Ames, IA 50010

### Representative

Mark Miller  
Program Manager I  
Iowa State University  
Room 27, Armory Bldg.  
Ames, IA 50011

### Tenant

Larry Logeman  
President  
Loghouse Enterprises, Inc.  
d/b/a Executive Express  
3105 County Road 138  
Waite Park, MN 56387

18.2 Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. If notice is received on a Sunday or legal holiday, it shall be deemed received on the next business day.

## 19. WAIVERS

No waiver by Landlord of the Default or Breach of any term, covenant or condition hereof by Tenant shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Tenant of the same or of any other term, covenant or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Landlord's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Landlord shall not be a waiver of any preceding Default or Breach by Tenant of any provision hereof, other than the failure of Tenant to pay

the particular rent so accepted. Any payment given Landlord by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment.

## **20. HOLDOVER**

If Tenant remains in possession of the Premises after the expiration or termination of the Lease, and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy.

## **21. CUMULATIVE REMEDIES**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

## **22. COVENANTS AND CONDITIONS**

All provisions of the Lease to be observed or performed by Tenant are both covenants and conditions.

## **23. BINDING EFFECT; CHOICE OF LAW**

This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State of Iowa. Any litigation between the parties hereto concerning this Lease shall be initiated in Story County, Iowa.

## **24. ATTORNEY'S FEES**

If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing party (as herein defined) in any such proceeding, action or appeal thereon shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other Party of this claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred.

## **25. LANDLORD'S ACCESS; REPAIRS**

Landlord and/or Landlord's Representative shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for the purpose of showing the same to prospective purchasers, lenders or tenants and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part, as Landlord may reasonably deem necessary, provided such activities shall not unreasonably interfere with Tenant's operations. All such activities of Landlord or its Representative shall be without abatement of rent or liability to Lease.



## **26. SIGNS**

Upon written permission of the Landlord, the Tenant may erect such signs on the interior of the Premises as Tenant may deem desirable: (a) if the signs do not violate the laws, rules or regulations of the municipality in which the Premises are situated and (b) if the Landlord determines such signs are compatible with the architecture and aesthetics of the principle structure.

## **27. QUIET POSSESSION**

Landlord covenants and agrees that so long as Tenant observes and performs all of the agreements and covenants required of it hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term without any encumbrance, interference or hindrance by Landlord. If Tenant's use of the Premises is limited or denied through rezoning, environmental impact edict or other action of any public or quasi-public agency or governmental authority, the Lease, at the sole option of the Tenant, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the Term will be abated.

## **28. PERFORMANCE UNDER PROTEST**

If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

## **29. AUTHORITY**

If either party hereto is a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If it is a corporation, trust or partnership, Tenant shall, within thirty (30) days after request by Landlord, deliver the Landlord evidence satisfactory to Landlord of such authority.

## **30. CONFLICT**

Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

## **31. OFFER**

Preparation of this Lease by Landlord or its Representative and submission of same to Tenant shall not be deemed an offer to lease to Tenant. This Lease is not intended to be binding until executed by all parties hereto.

## **32. AMENDMENTS**

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

### 33. MULTIPLE PARTIES

Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Landlord or Tenant, the obligations of such Multiple Parties shall be the joint and several responsibility of all persons or entitled named herein as such Landlord or Tenant.

### 34. NO INTERPRETATION AGAINST DRAFTER

Each party recognizes that this lease is a legally binding agreement and acknowledges that it has had the opportunity to consult with legal counsel. In any construction of the terms of this lease, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

**LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THE LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.**

The parties hereto have executed this Lease at the place on the dates specified above to their respective signatures.

**For City of Ames  
d/b/a Ames Transit Agency:**

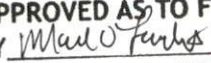
\_\_\_\_\_  
John A. Haila, Mayor

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

**For Loghouse Enterprises, Inc.,  
d/b/a Executive Express**

  
\_\_\_\_\_  
Larry Logeman, President

Date: 3/19/19

**APPROVED AS TO FORM**  
BY   
**MARK O. LAMBERT**  
**CITY ATTORNEY**

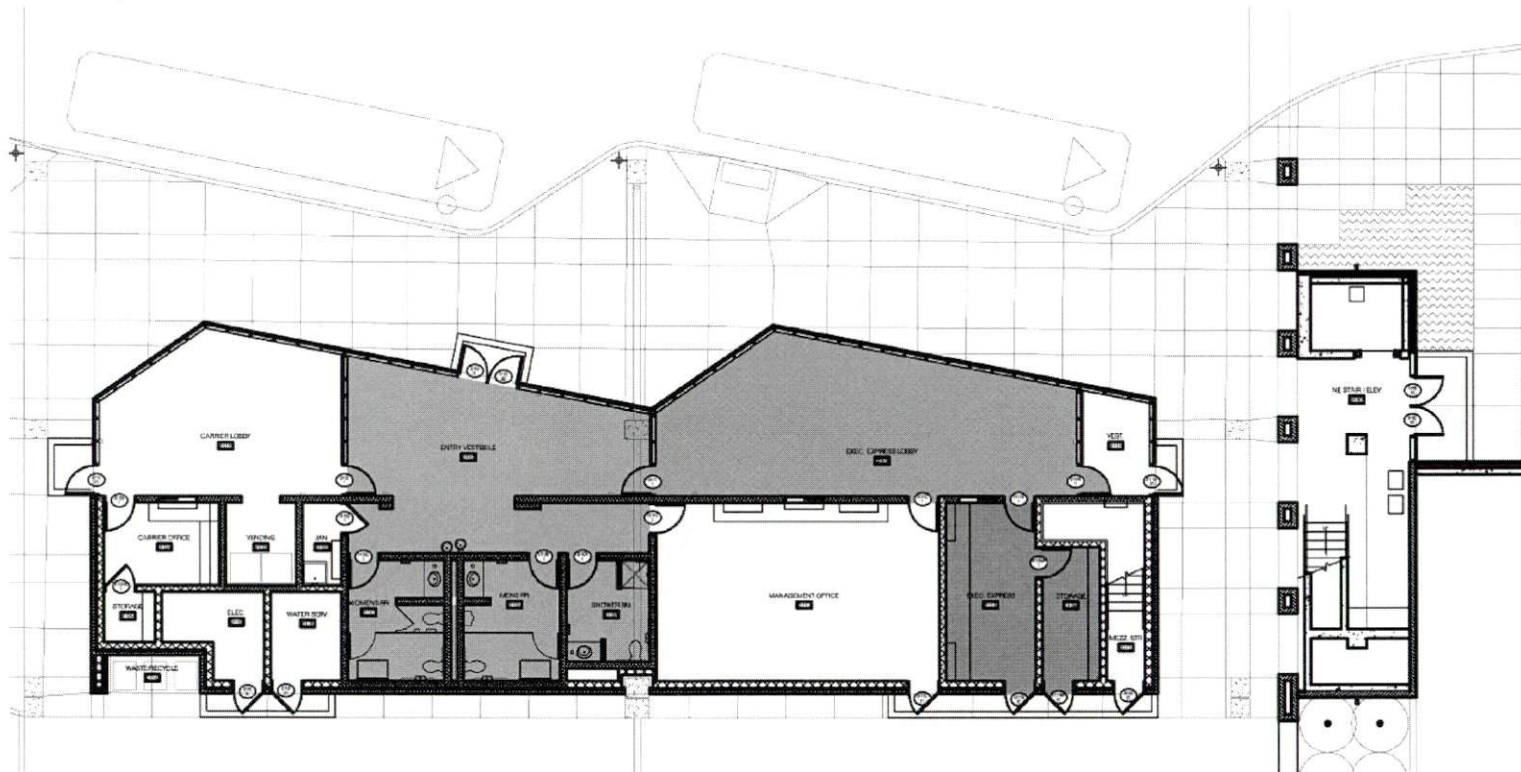


# Exhibit A-1

## Key

- Executive Express Office
- Executive Express Lobby
- Entry Vestibule/Restrooms/Showers

EXHIBIT A-1



TRANSIT TERMINAL - MAIN LEVEL PLAN

1/16" = 1'-0"

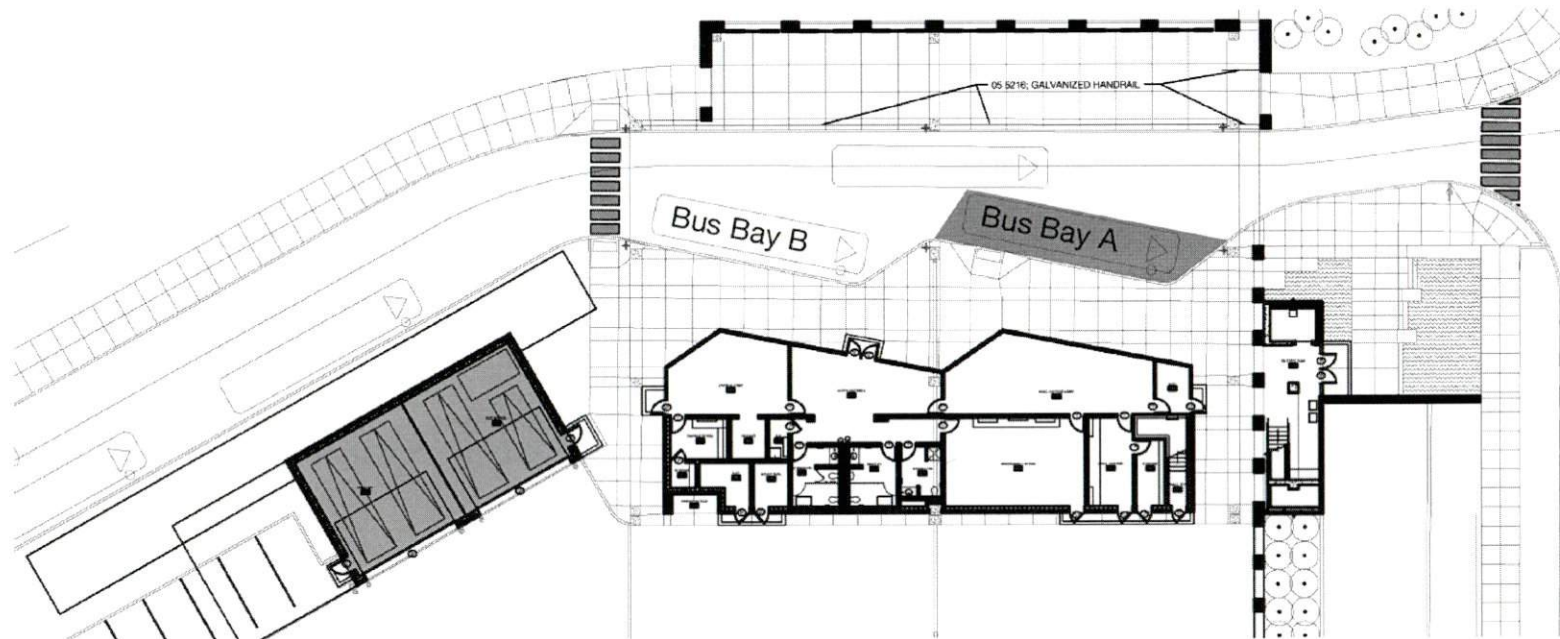
APPROVED AS SHOWN  
BY  
ARCHITECT  
DATE

## Exhibit A-2

### Key

- Bus Bay A
- Vehicle Garage

EXHIBIT A-2



BUS GARAGE

1/32" = 1'-0"

**COUNCIL ACTION FORM**

**SUBJECT: AMES INTERMODAL FACILITY COMMERCIAL TENANT LEASE WITH JEFFERSON LINES**

**BACKGROUND:**

Under the approved Ames Intermodal Facility operating agreement between the City of Ames and Iowa State University, CyRide staff is charged with negotiating leases for the terminal area of the building. In 2016, staff prepared a three-year agreement for Jefferson Lines and Burlington Trailways that expires June 30, 2019. Their service began operating from the Intermodal Facility on July 1, 2012. Over the last six months, staff has worked with Jefferson Lines to negotiate a new, five-year lease agreement that will provide shared office/waiting room space for Jefferson Lines and Burlington Trailways.

In negotiating a new lease agreement, the following issues were modified in the new lease agreement:

- Contract term to a five-year agreement – lease starting on July 1, 2019 and expiring on June 30, 2024
- Exclusion of contract terms regarding a contract extension, as a 5-year contract is the maximum allowed by the Federal Transit Administration
- First year's lease rate is \$1,175 per month. The current lease rate is \$1,156. Both rates include a \$200 per month utility fee.
- Addition of Producer Price Index as the method to determine annual rate modifications.
- Addition of Arbor Street to excluded streets in traveling to the facility
- Removing previous Director as CyRide's contact person
- Updating CyRide's mailing address

The agreement has been reviewed and approved by:

- City of Ames Legal Counsel and Risk Manager
- ISU's Project Manager for the Intermodal Facility
- Jefferson Lines Representatives

The Transit Board of Trustees approved the Jefferson five-year lease at their March 12, 2019 meeting.

**ALTERNATIVES:**

1. Approve the Ames Intermodal Facility Commercial Tenant Lease with Jefferson Lines for a five-year period.
2. Direct staff to renegotiate a lease with Jefferson Lines, with City Council direction on items to be renegotiated.
3. Do not approve a lease with Jefferson Lines or space within the Ames Intermodal Facility.

**MANAGER'S RECOMMENDED ACTION:**

One of the two main purposes of the Ames Intermodal Facility is to coordinate transportation services within a single location. This agreement allows for this coordination to continue based on a negotiated lease rate. With Executive Express, Jefferson Lines and Burlington Trailways all housed at this facility, Ames residents and visitors can easily access transportation to locations outside of the community.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. #1, thereby entering into a five-year agreement with Jefferson Lines for space within the Ames Intermodal Facility.

# Ames Intermodal Facility Commercial Tenant Lease

## 1. BASIC PROVISIONS

1.1 Parties: This lease dated for reference purposes only, February 1, 2019, is made by and between the City of Ames, Iowa, d/b/a Ames Transit (hereinafter referred to as "Landlord") and Jefferson Partners, L.P., d/b/a Jefferson Lines, a Delaware Limited Partnership (hereinafter referred to as "Tenant") (collectively the "Parties" or individually a "Party") for the property located at 129 Hayward Avenue (hereinafter referred to as "Intermodal Facility").

1.2 Premises:

(a) Exclusive Premises: That certain real property for the exclusive use of Tenant, consisting of approximately 104 square feet of floor space in the carrier office area and 394 square feet of waiting area, including all improvements therein, and more particularly described on Exhibit "A-1" (hereinafter referred to as "Exclusive Premises").

(b) Common Areas: That certain real property for the common use of the Landlord, Tenant and other tenants of Landlord, consisting of approximately 1,042 square feet of floor space in the entry vestibule/men's and women's restrooms/shower area, and approximately 612 square feet of Bus Bay "B," including all improvements therein or to be provided by Landlord under the terms of this Lease, and more particularly illustrated in Exhibit "A-1" and Exhibit "A-2" (herein referred to as "Common Areas").

(c) Address: The legal address of the exclusive premises is as follows:

129 Hayward Avenue, Suite 103  
Ames, Iowa 50010

(d) Hours of Operation: That certain real property for the exclusive or common use of the Tenant will be available for use by the Tenant 24 hours per day, 7 days per week. Tenant will have a company representative on site during times when the Premises are utilized by Tenant or Tenant's clients.

1.3 Term: The term of this Lease commences on July 1, 2019 (hereinafter referred to as "Commencement Date") and ends June 30, 2024 (hereinafter referred to as "Expiration Date"). Any leasehold encumbrance must be approved by the Federal Transit Administration prior to execution of an agreement.

1.4 Rental:

(a) Base Rent: Tenant shall pay monthly base rent for the Leased Premises equal to \$1,175 per month (the "Monthly Base Rent") for the first year of this agreement, including utilities, payable in advance prior to the first day of each month. The first month's rent will be paid upon execution of this Commercial Tenant Lease Agreement (hereinafter referred to as "Agreement"). To the extent the Term commences on a day other than the first day of the month, the first month's rent shall be prorated accordingly.



Utilities will be calculated based on the percentage of the tenant's "Exclusive Premises" and "Common Area" square footage compared to the total Terminal area square footage. This calculation is included as Exhibit B-1. Tenant's monthly utility rate is \$200.00 per month for the first year of the agreement and will be calculated and transmitted to the Tenant by May 1<sup>st</sup> of each year thereafter. Annually a reconciliation of actual versus paid tenant utility costs will be calculated. The results of this reconciliation will be mailed to the Tenant's representative as identified in Section 17.1 of this Agreement. The tenant's next monthly payment will be reduced or increased by the difference in the reconciliation.

- (b) Rent Increases: The "Monthly Base Rent" shall increase during the term of the lease according to the Producers Price Index (PPI) as referenced in paragraph (c).
- (c) PPI Adjustments: The PPI Adjustment shall be accomplished through the use of the following procedures:
  - (i) The "Reference Date" shall be the lease Commencement Date. The "Comparison Date" shall be in all instances the last day of the Lease Year immediately preceding the Lease Year as to which the PPI Adjustment is to be applicable.
  - (ii) The PPI for Operators and Lessors of Non-Residential Buildings (Except Miniwarehouses) published by the United State Department of Labor, Bureau of Labor Statistics (the "Index"), which is published most immediately preceding the Comparison Date (the "Comparison Index"), shall be compared with the PPI published most immediately preceding the Reference Date (the "Reference Date").
  - (iii) The Monthly Rent for the applicable Lease Year shall be the product that results when the initial Monthly Rent specified above is multiplied by a fraction, the numerator of which is the applicable Comparison Index and the denominator of which is the Reference Index. In no event, however, shall the PPI Adjustment be greater than three percent (3%) with respect to any Lease Year. As soon as the Monthly Rent for the affected Lease Year is set, Landlord shall give Tenant notice of the amount of the Monthly Rent for the Lease Year.
  - (iv) If the Index is changed so that the Base Year differs from that used as of the lease Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Lease Term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.
- (d) Rent Payable: Rent shall be payable to Iowa State University as the Landlord's Management Agency (hereinafter referred to as "Representative") and sent to the following individual and address:

Mr. Mark Miller  
Iowa State University  
Program Manager I  
Armory Building  
Ames, Iowa 50011-3034

Notice of change will be transmitted to Tenant by Landlord as described in Section 17 of this Agreement entitled "Notices."

1.5 Permitted Use: Operation of a bus terminal and the handling of passengers, baggage and package express by the Tenant and its affiliated or tenant carriers. (See paragraph 5.1 for further provisions.) The Tenant shall have the exclusive right to use the Exclusive Premises for such purposes; however, the use of Common Areas shall be non-exclusive and the Common Area may be used by Landlord for such other purposes it deems appropriate.

1.6 Parking Spaces: Included in the lease of the Premises is one parking space at no cost. A second parking space will be provided at the "Covered Annual Permit" rate, payable July 1 of each year. The location of these spaces will be identified in writing by the Representative annually and will be subject to change upon written notification by the Representative.

## **2. PREMISES**

2.1 Letting: Landlord hereby leases to Tenant, and Tenant hereby leases from landlord, the Premises, for the term, at the rental and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of square footage set forth in this Lease, or that may have been used in calculating rental, is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to whether or not the actual footage is more or less.

2.2 Condition: Landlord shall deliver the Premises to Tenant with all leasehold improvements described in the construction plans and specifications dated December 14, 2010. Tenant shall provide all remaining furnishings and fixtures to be utilized by Tenant in the Exclusive Premises. Any alteration of the Premises must be approved by Landlord's Representative in writing prior to said alteration.

2.3 Compliance: Landlord represents and warrants to Tenant that the Premises comply with all applicable zoning requirements, ordinances, regulations and all applicable law affecting Premises and/or required in Tenant's use of the Premises or common areas appurtenant to the Premises, including the Americans With Disabilities Act (or other laws affecting handicapped access) and any environmental impact or traffic studies or requirements.

## **3. TERM**

3.1 Term: The Commencement Date, Expiration Date and Original Term of this Lease are as specified in paragraph 1.3.

## **4. REPRESENTATIONS AND WARRANTIES**

Landlord hereby represents and warrants to Tenant that as of the Commencement Date:

(a) Landlord has full right, power and authority to enter into this Lease and to execute and perform all of the terms, provisions, covenants and agreements provided herein.

(b) As of the Commencement Date of this Lease, there are no existing or proposed plans for the widening of any streets adjacent to the premises, or any urban renewal or other public projects affecting the Premises or which may impair Tenant's use and enjoyment of the Premises; however, if additional



funding is secured for an expansion of the facility, Landlord will work with the Tenant to accommodate its continued use of the Premises during this construction.

- (c) To the best of its knowledge, Landlord represents that there are no condemnation proceedings or eminent domain proceedings of any kind pending, contemplated or threatened against the Premises;
- (d) To the best of its knowledge, Landlord represents that there are no suits, judgments or notices from any governmental authority relating to any violation of any health, pollution control, building, fire or zoning laws of any governmental authority with respect to the Premises, and there is no litigation or proceeding pending or threatened against or affecting the Premises;
- (e) To the best of its knowledge, Landlord represents that there is no adverse fact relating to the physical, mechanical or structural condition of the Premises or any portion thereof which has been specifically disclosed to Tenant;
- (f) No commitments have been or will be made by the Landlord to any governmental authority, utility company or other organization relating to the premises which would impose an obligation upon Tenant to make any contribution of money or dedications of property or to construct any improvements; and no governmental authority has imposed a requirement that the owner or occupant of the Premises pay any special fees or incur any expenses or obligations in connection with the Premises;
- (g) To the best of its knowledge, other than this lease, Landlord represents that there are no contracts, leases or agreements of any kind whatsoever which restrict Tenant's rights under this Lease or the Exclusive Premises.

## 5. USE

5.1 Use: Tenant shall use and occupy the Premises only for the purposes set forth in paragraph 1.5 or any other use which is incidental thereto including, but not limited, to the supplying of goods and services customarily provided to the traveling public. Tenant shall not use or permit the use of the Premises in a manner that creates waste or a nuisance. Landlord acknowledges that Tenant's proposed use of the premises for its bus terminal operations does not constitute a nuisance.

### 5.2 Hazardous Substances:

- (a) Tenant will comply with all environmental laws during the term of the Lease and agrees to indemnify, defend and hold the Landlord harmless from and against any and all loss, damage, liability and expense (including reasonable attorney's fees) that the Landlord may incur as a result of any claim, demand or action related to environmental conditions as a result of Tenant's use of the Premises.
- (b) Landlord represents and warrants to Tenant that the Premises do not contain any asbestos or Hazardous Materials (as defined below) and Landlord is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the premises including, but not limited to, soil and ground water condition.
- (c) The term "Hazardous Material" as used herein shall include, but not be limited to, asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances and any other chemical, material or related substance, exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Premises, any substances



defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by the Superfund Amendments and Reauthorization Act 42 U.S.C. § 9601, *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801, *et seq.*; Clean Air Act 42 U.S.C. § 7901, *et seq.*; Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the laws, regulations or rulings of the state in which the Premises is located or any local ordinance affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

5.3 Tenant's Compliance with Law: Except as otherwise provided in this Lease, Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner comply with all Applicable Law, which term is used in this Lease to include all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record or permits relating to Tenant's use of the Premises, now in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Tenant shall, within ten (10) days after receipt of Landlord's or Landlord's Representative's written request, provide Landlord with copies of all documents and information including, but not limited to, permits, registrations, manifests, applications, reports and certificates evidencing Tenant's compliance with any Applicable Law, and shall promptly upon receipt notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant to comply with any Applicable Law.

5.4 Ingress and Egress: Tenant shall have the non-exclusive right of ingress and egress to and from the Premises and shall not be unreasonably restricted in the operation of its motor buses to and from the Premises. Tenant shall ingress the Premises from Sheldon Avenue via Lincoln Way and egress the Premises on Hayward Avenue to Lincoln Way. Under no circumstances shall Tenant ingress or egress the Premises on Hayward Avenue south of Chamberlain Street or Arbor Street to the east of the facility.

## **6. MAINTENANCE AND REPAIRS; IMPROVEMENTS, ADDITIONS & ALTERATIONS**

Tenant shall maintain the Exclusive Premises in a clean and orderly condition. Tenant shall, at Tenant's sole cost and expense, repair any and all damage done to the Exclusive Premises or Common Areas or the Landlord's adjoining premises by Tenant's employees, agents, contractors, business invitees, customers and patrons. Landlord shall maintain and promptly make all common area and exterior repairs (including landscaping, snow removal and common area maintenance), all repairs, replacements or retro-fitting of a permanent character (including, but not limited to, components in the air conditioning, boiler and heating systems, HVAC systems, sprinkler systems, gas lines, electrical and plumbing fixtures and hot water systems, including heaters), and all floors and floor surfaces, driveways, parking lots, bus docks, wall, roof (including water tightness), foundation, footings, Building Systems (as herein defined) and structural repairs, support systems, strengthening, alternations, reconstructions or additions necessitated by reason of lapse of time, weakness or decay, insect infestation, or damage to or destruction of the Premises, or to any part thereof, or which may, at any time, be required by any governmental or public authority, except for any damage caused solely by Tenant's negligence. The "Building Systems" shall be construed as the building utility elements essential for Tenant's use and occupancy of the Premises including, but not limited to, such systems as are not readily accessible to Tenant, such as underground water, sewer, electric and other utility lines and all trash removal related to the Premises. Tenant shall surrender the Premises in as good order, repair and condition as the same were in the commencement of the Term, damage by fire and items covered by extended coverage, insurance, unavoidable casualty, reasonable wear and tear, alternations, improvements and additions made by Tenant and Landlord's failure to repair excepted.

## 7. INSURANCE AND INDEMNITY

7.1 Landlord Insurance Property: Landlord is insured against all risks of physical loss or damage to the Premises in the amount of the full replacement cost thereof, against any perils commonly included in a broad form all risk policy, including the classifications of fire, lightning, explosion, vandalism, wind and hail. A copy of Landlord's property policy will be made available at Tenant's request. Landlord is insured for general liability for any common areas.

7.2 Tenant Insurance Public Liability:

(a) Commercial General Liability – A comprehensive general liability policy for its Premises, including coverage of contractual liability as respects this Agreement, providing a combined single limit of liability of not less than \$1,000,000 per occurrence. Tenant shall furnish a certificate of insurance to Landlord and Representative evidencing the aforesaid coverage and naming the following Landlord as an additional insureds: City of Ames, Ames Transit Authority, Iowa State University of Science and Technology, Board of Regents – State of Iowa, and State of Iowa. The policy shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. This insurance afforded to additional insureds is to be primary and non-contributory of any other valid and collectible insurance, including but not limited to self-insurance. Additional insured status shall be endorsed to the actual policy and copies of the endorsements attached to the certificate of insurance.

(b) Personal Property – a policy for Tenant's personal property on the Premises written on an "all risks" of physical loss of damage basis for the full replacement cost value (subject to reasonable deductible amounts) new without deduction for depreciation of the covered items and in amounts that meet any co-insurances clauses of the policies of insurance and shall include mischief, theft, water damages of any type and explosion and provide business interruption coverage for a period of one year. Landlord has no obligations to insure, and no liability for any damage to, any personal property of Tenant or its permittees located in the Premises.

(c) Automobile Insurance – a commercial automobile policy for all owned, leased/rented, unowned, hired and employee non-owned vehicles in a combined single limit of \$1,000,000.

(d) Worker's Compensation and Employer's Liability –

(i) Coverage A	State Statutory Limit
(ii) Coverage B – Employer's Liability	\$100,000/\$500,000/\$100,000

The policy shall contain a waiver of subrogation in favor of City of Ames, Ames Transit Authority, Iowa State University of Science and Technology, Board of Regents – State of Iowa, and State of Iowa. NCCI form number WC 0003 shall be endorsed and a copy of the endorsement attached to the certificate when provided.

Upon execution of this Agreement, Tenant shall deliver to Landlord and Representative copies of policies of any insurance required under this Lease or certificates evidencing the existence and



amount of such insurance. All insurance companies providing policies shall be licensed to do business in the State of Iowa and have a minimum AM Best Rating of A-VII. All required insurance policies shall be written on a primary and non-contributory basis. Tenant's failure to maintain and keep in force the required insurance constitutes a material default of this Agreement by Tenant and entities Landlord to the remedies included in paragraph 11 of this Lease. If termination, expiration or any lapse of the required insurance coverage occurs, Tenant will fax a copy of a new certificate of insurance or other document evidencing reinstatement of coverage within five (5) business days to Landlord's Risk Manager at 515-239-5297 and will provide a copy to the Representative. Landlord is insured for public liability for any common areas.

- 7.3 Indemnity: Except as otherwise agreed upon herein, each party agrees to indemnify and save the other party harmless (and, with respect Tenant, shall also indemnify and save Iowa State University of Science and Technology, Board of Regents – State of Iowa, and State of Iowa) from any and all claims, demands, costs and expenses of every kind whatsoever, including reasonable attorney's fees for the defense thereof, arising from the indemnifying party's wrongful act or negligence in or about the Premises. In case of any action or proceeding brought against either party by reason of any such claim, upon notice from such party, the indemnifying party covenants to defend such action or proceeding by counsel reasonably satisfactory to the other party, unless such action or proceeding alleges the joining of concurring wrongful acts or negligence of both parties, in which case both parties shall share equally in the defense of such action or proceeding to the extent permitted by law.
- 7.4 Waiver of Subrogation: Landlord and Tenant and all parties claiming under or through them hereby mutually release and discharge each other and the officers, employees, agents, representatives, customers and business visitors of Landlord or Tenant from all claims, losses and liabilities arising from or caused by any injury to persons or property covered by third party insurance, even if caused by the fault or negligence of a released party, but only: (1) in the actual amount and to the extent that insurance proceeds are received by the agreed party from third party insurers, (2) if this provision does not void or render invalid any insurance coverage or policy, (3) if consent to this waiver of subrogation by a third party insurer is given after a request has been made therefore (if required under the terms of such policy in order not to void same) and/or an endorsement to the policy is obtained (if an endorsement can be obtained at no additional cost) and (4) applying, in the case of Tenant, to any amounts in excess of the amount of which Tenant may self-insure.
- 7.5 Right to Self Insure: Tenant represents to Landlord and Landlord acknowledges that Tenant may self-insure in the ordinary course of its business. Notwithstanding any other provision contained herein to the contrary, the insurance obligations of Tenant set forth in this paragraph 7 may be satisfied by endorsement to existing excess/umbrella blanket policies written by companies of recognized standing showing a self-insurance retention of not more than \$3,000,000 per occurrence for automobile liability and general liability insurance coverage; worker's compensation insurance coverage is subject to a \$1,500,000 deductible per occurrence with a deductible of \$100,000 per occurrence for property damage insurance coverage, to the extent required under this Agreement.

## **8. DAMAGE OR DESTRUCTION**

If the Premises are damaged or destroyed in whole or in part by fire or other casualty, Landlord shall repair and restore the premises to a good tenantable condition. All rent shall wholly abate in the case the entire Premises is untenable, or shall abate pro rate for the portion rendered untenable in case a part only is untenable, until the Premises is restored to a tenantable condition. Landlord shall commence and complete all work required to be done under this paragraph 8 with reasonable promptness and diligence. In the event Landlord repairs or restores the Premises, the rent due under this Lease shall be abated or

reduced proportionately during any period which, by reason of such damage or destruction, there is unreasonable interference with the operation of the business of Tenant. If Landlord does not commence the repair or restoration within thirty (30) days after the damage or destruction occurs, or if repair or restoration will and does require more than ninety (90) days to complete, Tenant may, at Tenant's option, terminate this Lease by giving Landlord notice of Tenant's election to do so at any time prior to the commencement of the repair or restoration. In that event, this Lease shall terminate as of the date of such damage or destruction.

## **9. REAL PROPERTY TAXES**

Landlord, during the Term, shall pay promptly when due all general ad valorem real estate taxes and assessments which may be imposed upon the Premises.

## **10. ASSIGNMENT AND SUBLETTING**

Other than that of an independent commission contractor, Tenant shall not have the right to assign this Lease, or sublease all or a part of the Premises for any transportation purpose, without the prior written consent of Landlord, which may not be unreasonably withheld, to any person or entity at any time and from time to time. Any such assignment or sublease shall not release Tenant of its obligations, liability and responsibilities under this Lease. Any assignment or subletting of the Premises will be to another qualified Over-the-Road Carrier only.

## **11. TERMINATION FOR CONVENIENCE**

Tenant and Landlord may, by written notice, terminate this contract, in whole or in part, when it is in either entities best interest. If this contract is terminated, a minimum of 90 days notice must be provided in writing. Landlord shall be liable only for payment under the rental provision of this agreement rendered before the effective date of termination.

## **12. DEFAULT; BREACH; REMEDIES**

11.1 Default: The occurrence of any of the following events constitutes a material default of this Lease by Tenant:

- (a) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where the failure continues for a period of twenty (20) days after Tenant receives notice thereof from Landlord.
- (b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in subparagraph (a) above, where the failure continues for a period of thirty (30) days after Tenant receives notice thereof from landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- (c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, the filing by Tenant of a petition to have Tenant adjudged a bankrupt and/or the judicial declaration of Tenant as bankrupt.



- (d) The appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days.
- (e) The attachment, execution or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.
- (f) Tenant's action or inaction resulting in a lien being placed on all or part of the Leased Premises, if such lien is not bonded or discharged within thirty (30) days.

11.2 Remedies Upon Tenant's Default: In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, enter into the Premises, remove Tenant's property and take and hold possession of the Premises, expel Tenant and pursue those remedies available to Landlord under the laws of the state in which the Premises is located. Landlord shall make reasonable efforts to relet the premises or any part thereof in order to mitigate any damages resulting from Tenant's default.

11.3 Default by Landlord: Landlord shall not be in default unless Landlord or its Representative fails to perform any covenants, terms, provisions, agreements or obligations required of the Landlord within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord or its Representative commences performance within the thirty (30) day period and thereafter diligently completes performance.

11.4 Remedies upon Landlord's Default: If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord or its Representative under this Lease, Tenant may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereafter, or elect to terminate this lease upon giving thirty (30) days notice to landlord of its intention to do so. In that event, this lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default to the satisfaction of Tenant. In the event that any representations and warranties set forth in this Lease (including, but not limited to, those set forth in paragraph 4 herein) shall cease to be the case, and if Landlord shall have failed to commence to cure within sixty (60) days after notice from Tenant and thereafter diligently completes the cure of the same, then, except as specifically provided elsewhere in this Lease, Tenant shall have the right to terminate this Lease upon notice to Landlord. Tenant may also pursue those remedies available to it under the laws of the state in which the Premises are located.

## 12. SEVERABILITY

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

## 13. CONDITIONS PRECEDENT

The rental and other monetary obligations of Tenant under this Lease shall not be effective unless and until Landlord receives a certificate of occupancy to operate Tenant's business on the Premises. In the event Landlord is unable to procure the necessary permits to operate on the Premises within thirty (30) days of the Commencement Date, Tenant may terminate this Lease upon written notice to Landlord.

#### 14. TIME OF ESSENCE

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

#### 15. RENT DEFINED

All monetary obligations of Tenant to Landlord under the terms of this lease are deemed to be rent.

#### 16. NO PRIOR OR OTHER AGREEMENTS

This Lease contains all agreements between the parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

#### 17. NOTICES

17.1 All notices required or permitted by the Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be by certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by a nationally recognized overnight courier (next day delivery) and shall be deemed sufficiently given if served in a manner specified in this paragraph 17. Timely delivery of notices as specified in this Lease to the individuals and addresses noted below shall constitute the Party's sufficient delivery of notice. Either Party may, by written notice to the other, specify a different address or individual for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by written notice to Tenant.

<b>Landlord</b>	<b>Representative</b>	<b>Tenant</b>
Transit Director	Mark Miller	Steve Woelfel
Ames Transit Agency	Program Manager I	President and CEO
601 N. University Blvd.	Iowa State University	Jefferson Lines
Ames, Iowa 50010	Room 27, Armory Bldg.	2100 East 26 <sup>th</sup> Street
	Ames, Iowa 50011	Minneapolis, Minnesota 55404

17.2 Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. If notice is received on a Sunday or legal holiday, it shall be deemed received on the next business day.

#### 18. WAIVERS

No waiver by Landlord of the Default or Breach of any term, covenant or condition hereof by Tenant shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Tenant of the same or of any other term, covenant or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Landlord's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Landlord shall not be a waiver of any preceding Default or Breach by Tenant of any provision hereof, other than the failure of Tenant to pay



the particular rent so accepted. Any payment given Landlord by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment.

#### **19. HOLDOVER**

If Tenant remains in possession of the Premises after the expiration or termination of the Lease, and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy.

#### **20. CUMULATIVE REMEDIES**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

#### **21. COVENANTS AND CONDITIONS**

All provisions of the Lease to be observed or performed by Tenant are both covenants and conditions.

#### **22. BINDING EFFECT; CHOICE OF LAW**

This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State of Iowa. Any litigation between the parties hereto concerning this Lease shall be initiated in Story County, Iowa.

#### **23. ATTORNEY'S FEES**

If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing party (as herein defined) in any such proceeding, action or appeal thereon shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other Party of this claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred.

#### **24. LANDLORD'S ACCESS; REPAIRS**

Landlord and/or Landlord's Representative shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for the purpose of showing the same to prospective purchasers, lenders or tenants and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part, as Landlord may reasonably deem necessary, provided such activities shall not unreasonably interfere with Tenant's operations. All such activities of Landlord or its Representative shall be without abatement of rent or liability to Lease.

## **25. SIGNS**

Upon written permission of the Landlord, the Tenant may erect such signs on the interior of the Premises as Tenant may deem desirable: (a) if the signs do not violate the laws, rules or regulations of the municipality in which the Premises are situated and (b) if the Landlord determines such signs are compatible with the architecture and aesthetics of the principle structure.

## **26. QUIET POSSESSION**

Landlord covenants and agrees that so long as Tenant observes and performs all of the agreements and covenants required of it hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term without any encumbrance, interference or hindrance by Landlord. If Tenant's use of the Premises is limited or denied through rezoning, environmental impact edict or other action of any public or quasi-public agency or governmental authority, the Lease, at the sole option of the Tenant, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the Term will be abated.

## **27. PERFORMANCE UNDER PROTEST**

If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

## **28. AUTHORITY**

If either party hereto is a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If it is a corporation, trust or partnership, Tenant shall, within thirty (30) days after request by Landlord, deliver the Landlord evidence satisfactory to Landlord of such authority.

## **29. CONFLICT**

Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

## **30. OFFER**

Preparation of this Lease by Landlord or its Representative and submission of same to Tenant shall not be deemed an offer to lease to Tenant. This Lease is not intended to be binding until executed by all parties hereto.

## **31. AMENDMENTS**

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.



### 32. MULTIPLE PARTIES

Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Landlord or Tenant, the obligations of such Multiple Parties shall be the joint and several responsibility of all persons or entitled named herein as such Landlord or Tenant.

### 33. NO INTERPRETATION AGAINST DRAFTER

Each party recognizes that this lease is a legally binding agreement and acknowledges that it has had the opportunity to consult with legal counsel. In any construction of the terms of this lease, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

**LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THE LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.**

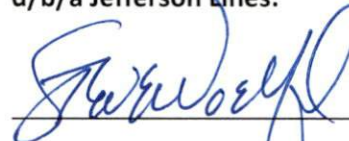
The parties hereto have executed this Lease at the place on the dates specified above to their respective signatures.

For City of Ames  
d/b/a Ames Transit Agency:

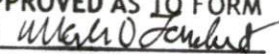
\_\_\_\_\_  
John A. Haila, Mayor

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

For Jefferson Partners, L.P.,  
d/b/a Jefferson Lines:

\_\_\_\_\_  


Date: 2-28-19

APPROVED AS TO FORM  
BY   
MARK O. LAMBERT  
CITY ATTORNEY

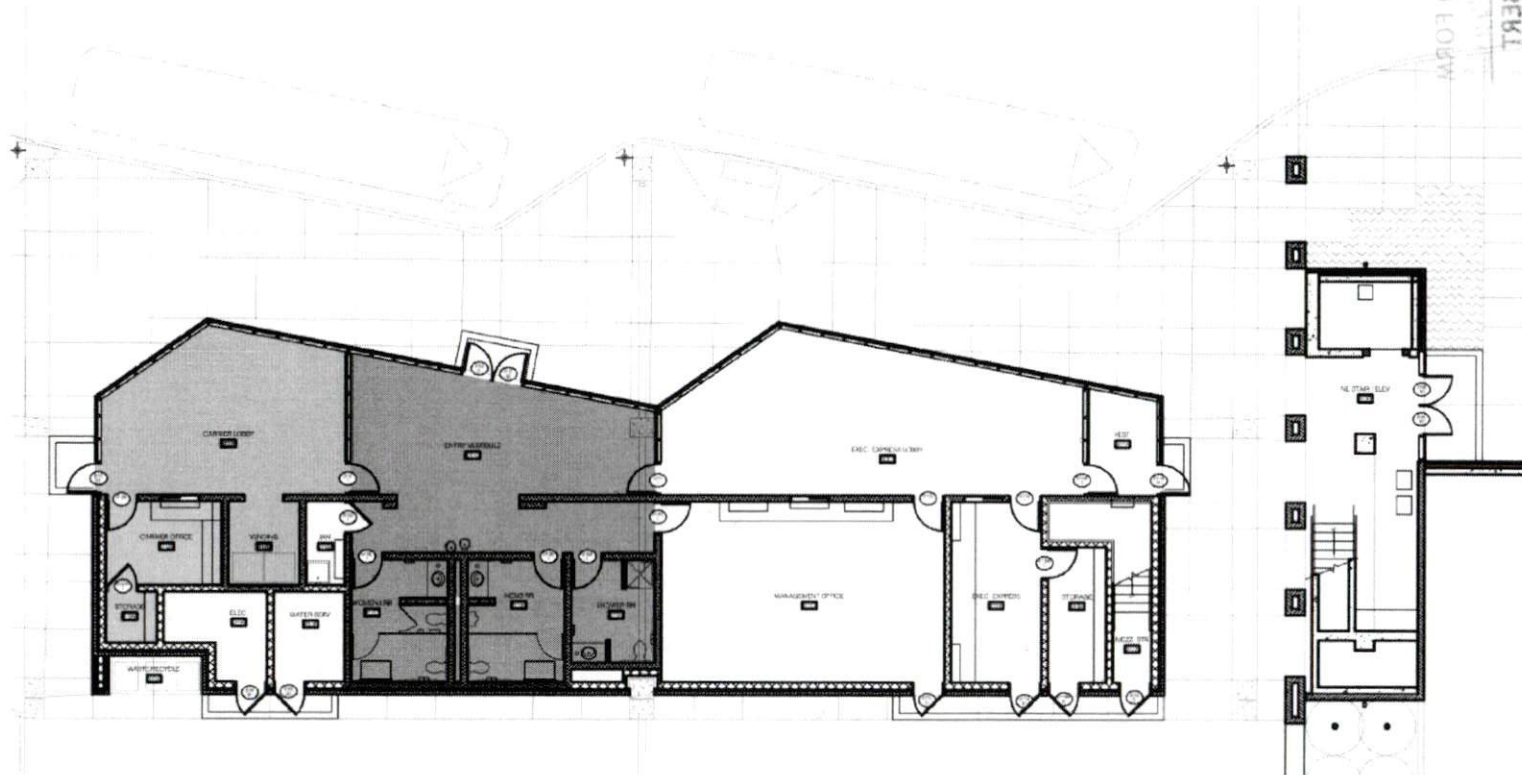
# Exhibit A-1

## Key

- Carrier Office
- Carrier Lobby
- Entry Vestibule/Restrooms/Shower

CITY ATTORNEY  
MARK O. LAWBERT  
BY  
APPROVED AS TO FORM

EXHIBIT A-1



TRANSIT TERMINAL - MAIN LEVEL PLAN

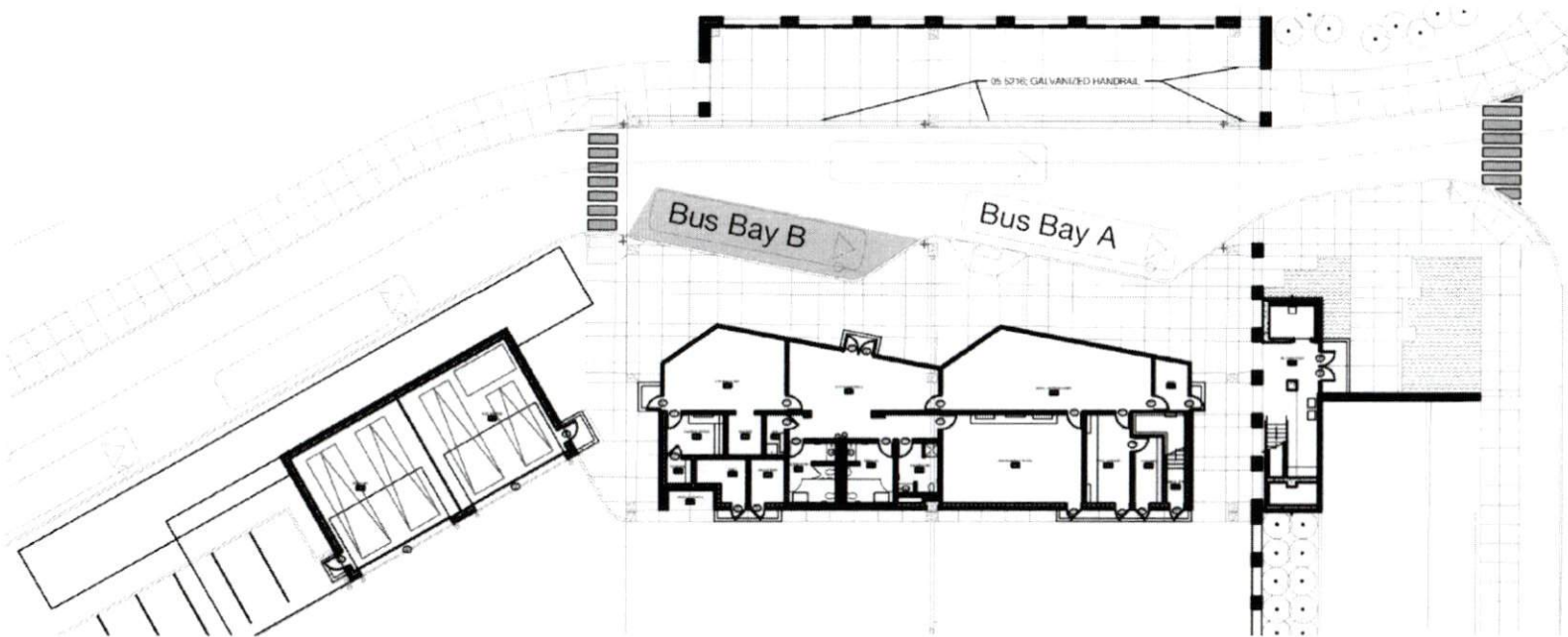
1/16" = 1'-0"

## Exhibit A-2

### Key

■ Bus Bay B

EXHIBIT A-2



**BUS GARAGE**

1/32" = 1'-0"

**COUNCIL ACTION FORM**

**SUBJECT: ICAP LAW ENFORCEMENT AND TRAINING GRANT PROGRAM**

**BACKGROUND:**

The Police Department maintains a set of policies, directives, and special orders that provide guidance to officers and other Department employees as they engage in their duties. Those policies are always under review and constantly updated as laws, regulations, and public expectations change. The City Attorney, County Attorney, and Risk Manager may have input, but the trend for law enforcement agencies across the nation has been to partner with a professional firm that provides a comprehensive policy development, review, training, and support program that is sound, up-to-date and legally defensible.

Although there are several such services available, the Department found Lexipol to be the best fit. Lexipol is a firm with a national reach but with an existing footprint in Iowa. Over the next few years, Lexipol will work with the Department to review all existing policies and to update those policies to reflect the current state of the law, and will recommend new policies where the Department has the need. Opportunities for staff training on policy requirements, changes, and updates is part of the package. In the longer term, Lexipol will monitor changes in state and federal law, court cases, and liability trends and make recommendations to the Department for policy changes when that is appropriate.

ICAP, the City's insurer, recognized the value of the professional services offered by Lexipol and other similar agencies. To encourage their clients to engage these services, ICAP has instituted a grant program that will pay up to \$5,000 per year for three years beginning with fiscal year 2019-2020. In addition, clients who contract for services before May 1, 2019, as we have, are eligible for an additional one-time grant of \$2,500. There are several conditions on the ICAP grant:

1. Remain a member of ICAP in good standing.
2. Attend all available ICAP law enforcement training.
3. Meet ICAP established criteria for progress on review and training on department policies.
4. Authorize sharing program data with ICAP so they can gauge progress.

The Department recognizes that there are a wide variety of factors that help determine who the City will engage for insurance services and that the provider may, from time to time, change. Access to the grant funds would be contingent on the City's larger evaluation of the best insurance provider. The Department has committed to work with Lexipol to update and improve policies and training programs without regard to the ICAP grant program, and has budgeted accordingly. Nevertheless, staff believes that participation in the grant

program will yield benefits to the City.

**ALTERNATIVES:**

1. Approve the Police Department's request to apply for and participate in the ICAP Law Enforcement Policy and Training Grant Program.
2. Do not approve the request to apply for and participate in the ICAP Law Enforcement Policy and Training Grant Program.

**MANAGER'S RECOMMENDED ACTION:**

The Police Department has committed to a long-term project to update and improve policies and policy related training programs. ICAP's support through this grant program provides both programmatic and financial support for that project. Participation in the ICAP grant program is an opportunity to share the initial costs of that program with our current insurer.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the Police Department's request to apply for and participate in the ICAP Law Enforcement Policy and Training Grant Program.

**COUNCIL ACTION FORM**

**SUBJECT:** EXTENSION OF THE MEMORANDUM OF UNDERSTANDING WITH ST. AMBROSE UNIVERSITY FOR THE ANALYSIS OF RACIAL PROPORTIONALITY OF TRAFFIC STOP DATA

**BACKGROUND:**

The City has a Memorandum of Understanding with St. Ambrose University to analyze the racial proportionality of police traffic stops. This agreement was established on October 4, 2017 and had an anticipated end date of March 31, 2019. St. Ambrose University has collected baseline data and is actively working with the Police Department to extract local data from police records and create a file suitable for analysis. The process of extracting this file and creating the records for this analysis is more complex than was originally anticipated.

In order to allow sufficient time to complete the data conversion, data analysis, and final report of this analysis, the completion date for this project must be extended. The attached Addendum extends the final deadline to December 31, 2019.

**ALTERNATIVES:**

1. Authorize the extension of the Memorandum of Understanding with St. Ambrose University for the analysis of police traffic stops until December 31, 2019.
2. Do not authorize extension of the Memorandum of Understanding with St. Ambrose University for the analysis of police traffic stops.

**MANAGER'S RECOMMENDED ACTION:**

The completion of this study will provide important information for the Police Department, City Council, and the community. Work to complete this study is underway.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby authorizing the extension of the Memorandum of Understanding with St. Ambrose University for the analysis of police traffic stops until December 31, 2019. It should be noted there is no cost change associated with this completion date change.

ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF AMES, IOWA  
AND  
ST. AMBROSE UNIVERSITY  
REGARDING THE ESTABLISHMENT OF GRADUATE RESEARCH FELLOWSHIPS  
IN MASTER OF CRIMINAL JUSTICE

This is an Addendum to the Memorandum of Understanding entered into on October 4, 2017.  
The term of the Memorandum of Understanding was to end no later than March 31, 2019.

The research study outlined in the Memorandum of Understanding has not yet been completed.

The parties agree that the term stated in the Memorandum of Understanding will be extended to  
December 31, 2019, to allow time for completion of the research study.

Agreed to and Signed by:

CITY OF AMES, IOWA

ST. AMBROSE UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its Vice President, Academic & Student Affairs

By: \_\_\_\_\_

Its Director, Master of Criminal Justice

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Agreement") dated the 4<sup>th</sup> day of October, 2017, is made between the City of Ames, Iowa hereinafter ("City") and St. Ambrose University (hereinafter "SAU") for the purpose of establishing and funding Graduate Research Fellowships in Master of Criminal Justice, and the parties agree as follows:

- 1) The term of this Agreement shall begin on October 1, 2017 and continue through completion of the Graduate Research Fellowships in the Master of Criminal Justice Program at SAU, but no later than March 31, 2019.
- 2) The City will pay to SAU a one-time payment of \$25,000 for the sole purpose of funding Graduate Research Fellowships in the Master of Criminal Justice program offered by SAU. The City will make said payment of \$25,000 to SAU on or before October 30, 2017.
- 3) The Graduate Research Fellowships will be awarded competitively by SAU. SAU will determine the criteria for the receipt of the awards, what the recipient must do to retain the award, and the recipient of the award. The recipient must maintain full time status in the Master of Criminal Justice or MCJ 4+1 programs at SAU in order to remain eligible for the award. In the event a recipient becomes ineligible for the award, SAU will make the award to a new recipient.
- 4) Each Graduate Research Fellow will be a lead member of the Master of Criminal Justice research team of faculty and graduate students under the direction of Professor Chris Barnum who will be conducting the research study on "racial disproportionality in the stops and stop outcomes" commissioned by the City. The study involves using raw traffic stop and other applicable data provided by the Ames Police Department to create and manage research data sets.
- 5) The SAU research team will review the unstudied City traffic stop data for 2017. The review will include: (a) a calibration of a comparison benchmark using census data and traffic observations; (b) a comparison of police stop percentages to this observational and U.S. census benchmark; (c) an analysis of post stop outcomes (e. g., statistical analyses to look for disproportionality in tickets, arrests, and searches); (d) an analysis of individual officers using odds ratios; (e) and other applicable analyses. Published results of this work will not identify individual officers.
- 6) The research team will present its findings and interpretation to members of the City in written or oral form at least once during the term of this Agreement in a



format that will be agreed upon by the City and SAU. The research team will make one or more presentations to members of the Ames Police Department to ensure that officers understand the study, procedures, analyses, and the intended use of study data.

- 7) SAU will use best practices to ensure the statistical significance of the methods and results of its work and findings.
- 8) The City promises to release all relevant data to SAU faculty and students, and the City acknowledges and agrees that such data will be published, commented on, discussed and utilized in presentations at academic conferences, publication in research journals, and other scholarly outlets. As these data are secondary in nature and available to the public, Institutional Review Board approval is not necessary for analyses.
- 9) SAU understands and agrees the Graduate Research Fellows are not employees of the City and the City does not carry or maintain any health, medical, or disability insurance coverage on behalf of SAU or the Graduate Research Fellows.

SAU will maintain insurance in accordance with the attached insurance schedule.

The City will maintain Commercial General Liability insurance during the term of this Agreement.

- 10) Either party may terminate this Agreement at any time by providing one-hundred eighty (180) days written notice to the other party. Termination will apply prospectively only except that in the event that SAU terminates this Agreement, SAU agrees that it will pay the City a prorated refund of the \$25,000 payment from the City referenced in paragraph two above, and the prorated refund shall be calculated by SAU based on the amount of work completed on the project and the correlating costs incurred prior to the date the City's notice of termination is received by SAU. SAU agrees to provide the City with documentation showing the basis for the amount of the prorated refund. The parties further agree that if the City terminates this Agreement, SAU will retain the \$25,000 payment referenced in paragraph two above, and no refund will be due to the City.
- 11) The cumulative liability of the City to SAU, for any actual or alleged damages arising out of, based on or relating to this agreement, whether based upon

breach of contract, tort or any other legal theory shall not exceed the \$25,000 sum to be paid by the City to SAU under this Agreement.

- 12) This Agreement may not be assigned or transferred by SAU by voluntary act or otherwise without the City's prior written consent. Any attempted assignment or other transfer of this Agreement in violation of this section shall be void.
- 13) Nothing in this Agreement shall be construed as giving any person or entity, other than the parties hereto, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 14) SAU shall comply with all laws, regulations, and ordinances and SAU shall take reasonable steps to ensure that its Graduate Research Fellows comply with all laws, regulations, and ordinances.
- 15) SAU shall defend, indemnify, and hold harmless the City, its officers, employees and agents against any claim, loss or liability arising from or as a result of the death of any person or any accident, injury, loss, or damage caused to any person or to the property of any person which shall occur as the result of the Graduate Research Fellowships in Master of Criminal Justice due to the willful or negligent acts or omissions by SAU, its officers, employees, or agents, under this Agreement.

This indemnity provision shall survive the expiration or sooner termination of this Agreement.

- 16) If one or more of the provisions contained herein is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 17) Any notice which is required to be given hereunder, or which either the City or SAU desire to give the other, shall be in writing and may be personally delivered or mailed by registered or certified mail, postage prepaid, to the following addresses:

City of Ames  
Attn: Chief Charles Cychosz  
515 Clark Ave.  
Ames, IA 50010

St. Ambrose University  
Attn: Paul Koch  
518 W. Locust  
Davenport, IA 52803

- 18) This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding pertaining to any such matter shall be effective for any purpose.

No provision of this Agreement may be amended or otherwise modified, except by an agreement in writing signed by both Parties.

19) This Agreement will be governed by the laws of the State of Iowa.

CITY OF AMES, IOWA

By: Steven L. Schamber

Its City Manager

ST. AMBROSE UNIVERSITY

By: Paul C. Korb

Its Vice President, Academic & Student Affairs

By: Ch. Brown

Its Director, Master of Criminal Justice

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>USI Insurance Services LLC</b> 1800 River Drive Moline, IL 61265 309 764-9666	CONTACT NAME: <b>Tere Holmes</b>	FAX (A/C, No): <b>309-764-6321</b>
	PHONE (A/C, No, Ext): <b>309-743-3044</b>	E-MAIL ADDRESS: <b>Tere.Holmes@usi.com</b>
INSURED <b>St. Ambrose University</b> 518 W. Locust Street Davenport, IA 52803	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Charter Oak Fire Insurance Comp</b>	NAIC #: <b>25615</b>
	INSURER B: <b>Travelers Property Cas. Co. of</b>	<b>25674</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y6301J751545COF17	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Y8101J70967ACOF17	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP2J8298481714	04/01/2017	04/01/2018	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	YDD3JUB2J11060A17	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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**COUNCIL ACTION FORM**

**SUBJECT:** REQUESTS FROM AMES VELO FOR AMES GRAND PRIX

**BACKGROUND:**

The Ames Velo organization has proposed hosting its third Annual Ames Grand Prix bicycle races on Saturday, June 29<sup>th</sup> and Sunday, June 30<sup>th</sup>. The event consists of timed races of 10 to 50 riders per race along a short circuit. It is anticipated that riders will reach speeds of up to 35 miles per hour on the course. An estimated 500 individuals are anticipated to attend the two days of racing.

**MAIN STREET CRITERIUM EVENT:**

On Saturday, June 29<sup>th</sup>, the races will take place downtown from 4:00 p.m. until approximately 11:00 p.m. To facilitate this event, organizers have requested the following:

- Closure of Main Street from Clark Avenue to Douglas Avenue, Douglas Avenue from Main Street to Sixth Street, Sixth Street from Douglas Avenue to Burnett Avenue, Burnett Avenue from Sixth Street to Main Street, Fifth Street from Douglas Avenue to Clark Avenue, Kellogg Avenue from Main Street to Sixth Street, and Clark Avenue from Fifth Street to Main Street from 4:00 p.m. to 11:00 p.m.
- Closure of 280 metered parking spaces from 2:30 p.m. to 11:00 p.m. along the race route and suspension of parking enforcement. City staff estimates that this will result in a loss of \$490 to the Parking Fund
- Blanket Temporary Obstruction Permit for the closed area
- Blanket Vending License for the closed area and waiver of fee (\$50)

A finish line will be established in the 300 block of Main Street, and organizers will use a speaker system to announce race results. A race command post will be set up on Douglas Avenue. The speed of racers requires them to use the full width of the street when entering and exiting turns. However, organizers will attempt to close intersections in a way that allows vehicle traffic to turn onto adjacent streets to get past the race area.

CyRide will detour from Sixth Street to avoid the closed streets. Organizers have contacted Ames Main Street regarding this event, and Ames Main Street has provided a letter of support.

## **RESEARCH PARK CIRCUIT RACE:**

The following day, Sunday, June 30<sup>th</sup>, races will be held from 8:00 a.m. to approximately 5:00 p.m. To facilitate this event, organizers have requested closure of the following streets from 8:00 a.m. to 5:00 p.m. on the day of the event: University Boulevard from Ames Fitness Center south parking lot to Collaboration place, Collaboration Place, and Plaza Loop. Additionally, a blanket Temporary Obstruction Permit, a blanket Vending License and waiver of fee (\$50) are also requested.

A letter of support from the ISU Research Park has been obtained for this event.

## **ISSUES FOR BOTH RACES:**

In this style of race the riders tend to group together. Therefore, organizers will manage the street closures in a way that allows for motorists and pedestrians to cross into the center of the race area when the route is clear. The organizers have staff who are experienced in managing street closures for bicycle races.

For the ISU Research Park race, organizers will place signage well in advance of the closures warning drivers of the potential for delay, and signs warning drivers to slow as they approach the point where they will wait to be allowed through the race course. This route is primarily confined to the ISU Research Park parking lot, so motorists are less likely to be impacted.

Public Works will provide barricades and place electronic message board signs in each area prior to the race announcing the closures (if signs are available at that time). Because of the high speeds of riders at these events and the potential for serious harm if a rider encounters a roadway defect, Public Works will modify its street-sweeping schedule to clear street debris from these routes the day prior to the races. Additionally, City staff has requested that organizers inspect the pavement along the routes in the days prior to the event and contact staff to patch any pavement defects that could cause injury to a racer.

Organizers will obtain liability insurance through USA Cycling once the event is approved by the City Council. The insurance limits proposed exceed the City's minimum requirements for special events. Additionally, City staff has asked that the participants' hold harmless waivers also include language holding the City harmless.

**ALTERNATIVES:**

1. Approve the requests for the Ames Grand Prix on June 29-30 including waiver of blanket Vending License fees (\$100) as outlined above, contingent upon receipt of a certificate of liability insurance and reimbursement for the lost parking revenue.
2. Direct staff to work with organizers to find an alternative location for this event.
3. Deny the requests.

**CITY MANAGER'S RECOMMENDED ACTION:**

This event is a unique opportunity to bring bicycle racing to Ames. The event proposed has the support of Ames Main Street and the ISU Research Park. Organizers have experience hosting these events in the past and have taken precautions in their planning to ensure a safe, enjoyable event for the community.

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



March 28, 2019

Scott T. Wall  
Ames Velo Race Director  
1306 Douglas Ave.  
Ames, IA 50010

Ames City Council  
c/o Ames City Clerk  
City Hall  
515 Clark Ave.  
Ames, IA 50010

Dear Ames City Council,

I am the Race Director for the 3<sup>rd</sup> Annual Ames Grand Prix bicycle races in downtown Ames and at the ISU Research Park on June 29 and 30, 2019 promoted by the Ames Velo bicycle racing team. This year we plan to invite food vendors to the event and, at a pre-event meeting with city staff on March 26, we talked about the \$50/day food vendor fee and the option of requesting a waiver for that fee.

Along with bringing bicycle racing to Ames, one of Ames Velo's goals is to give back to the community. In 2017 and 2018 the Ames Grand Prix donated profits from the races to The TIM Foundation, a scholarship for Ames 8<sup>th</sup> Grade students to assist them in pursuing activities outside the normal curriculum (athletics, music, etc) during their high school careers. The Ames Grand Prix will be a fundraiser for The TIM Foundation again in 2019.

We request that the Ames City Council grant a blanket vending license to the 3<sup>rd</sup> Annual Ames Grand Prix on June 29 and 30, 2019 and that they waive the \$50/day vendor fees. Any money we can save on event expenses goes to a good cause benefiting local students. Thank you for your consideration of this request.

Sincerely,



Scott T. Wall



April 16, 2019

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

Dear Mayor Haila and Members of the Ames City Council,

Ames Main Street supports the closure of Main Street from Clark to Douglas, Douglas from Main to 6<sup>th</sup> Street, 6<sup>th</sup> Street from Douglas to Burnett, 5<sup>th</sup> Street from Burnett to Clark, and Clark from 5<sup>th</sup> Street to Main Street (as shown in the included map), for the Third Annual Ames Velo Ames Grand Prix, which will be held on Saturday, June 29<sup>th</sup>, 2019 from 4pm-12am.

This is a unique event that celebrates the true greatness of both Downtown Ames and the Ames community. By bringing residents to Downtown Ames for attractions and events such as this, Ames Main Street is able to fulfill its mission as a Main Street Iowa community and create an economically vibrant downtown with unique living, dining, and entertainment experiences.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristin Roach', with a stylized flourish at the end.

Kristin Roach  
2019 Ames Main Street Board President



April 19, 2019

To Whom It May Concern:

Iowa State University Research Park fully supports the use of University Boulevard, Airport Road, South and North Loop Drives and Collaboration Place for the Ames Velo Grand Prix race series and the races to be held at ISU Research Park. In addition, we have worked closely with our tenant partners including Ames Fitness and McFarland Clinic to bring them into the mix of the event and they are also supportive.

We welcome the opportunity to showcase what we are building at ISURP, to give our tenant community another chance to interact with one another, and even participate in this great event. Ames Velo have been amazing stewards to both our community and the larger cycling community and should be commended for the professional and top-notch way they run their organization. We are proud supporters of their work and hope to see this partnership continue for years to come as we both build our organizations.

Kind regards,

A handwritten signature in black ink, appearing to read "Alison Doyle", followed by a long horizontal line.

Alison Doyle  
Iowa State University Research Park  
Director of Marketing and Business Engagement



CITY OF

ames

**SPECIAL EVENT APPLICATION****SUMMARY OF EVENT****DESCRIPTION****Event Name** 3rd Annual Ames Grand Prix**Description**

A two-day series of bicycle races in downtown Ames and at the ISU Research Park. In 2019 the downtown evening criterium will be held on June 29. The June 30 ISU Research Park race will also be a criterium this year, circling the Core Building and Ames Fitness at the south end of the park.

Both races require that the streets used for the race course be completely closed to parking and vehicle traffic. On June 29 vehicles and pedestrians may still cross the course to access downtown businesses and park on interior streets. For the June 30 race Ames Fitness' parking lot will be closed. McFarland Clinic has agreed to let us use their lot for race and Ames Fitness parking. University Boulevard will be closed to traffic between the south roundabout and Ames Fitness' west entrance though we can allow limited access for through traffic.

Downtown streets will be closed on Saturday, June 29 from 4:00 p.m. to 11:00 p.m. ISU Research Park roads will be closed on Sunday, June 30 from 8:00 a.m. to 5:00 p.m. closure. Event start information below is for Saturday and end information is for Sunday. Saturday's races will end at 11:00 p.m. and the streets will be re-opened immediately. Teardown should

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

Total

500

Per Day

250

**DATE/TIME****Setup**

Date 06/29/2019

Time 2:30 p.m.

Day of Week Saturday

**Event Starts**

Date 06/29/2019

Time 5:15 p.m.

Day of Week Saturday

**Event Ends**

Date 06/30/2019

Time 5:00 p.m.

Day of Week Sunday

**Teardown****Complete**

Date 06/30/2019

Time 6:00 p.m.

Day of Week Sunday

**Rain Date, if applicable**

NA

**Rain Location, if applicable**

NA

## LOCATION

### Region

(Select one or more)

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

ISU Research Park roads

**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

Ames Velo

### Local Contact (Required)

#### Name

Scott T. Wall - Race Director

#### Address

1306 Douglas Ave, Ames, IA 50010

#### Telephone

515/233-1611(h)382-7216(w)

#### Cell Phone

515-509-4816

#### Email

smacwall@msn.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

**COUNCIL ACTION FORM**

**SUBJECT: 2017/18 DOWNTOWN STREET PAVEMENT IMPROVEMENTS PROJECT – MAIN STREET ALLEYS (DUFF – DOUGLAS, KELLOGG – BURNETT)**

**BACKGROUND:**

This program is for reconstruction or rehabilitation of downtown streets and alleys. The 2017/18 program locations are the east-west alleys north of Main Street between Duff Avenue and Douglas Avenue and between Kellogg Avenue and Burnett Avenue (see attached map).

This project includes the replacement of the existing alley pavement with 7 inches of new concrete pavement, storm sewer intake improvements, and the filling of existing underground vault spaces. The underground vault spaces are located within the alley adjacent to 301 Main Street (Sheldon Munn building). The owners of that building have agreed to seal off the vault spaces so that they can be filled in and then paved over.

Staff contacted the impacted businesses, held a public meeting, and contacted the Downtown Ames organization and other event organizers to obtain input on upcoming events, staging, and access needs. Comments from those meetings were received and incorporated into the project.

Staff has completed plans and specifications for this project with total estimated construction costs of \$211,107.80. Engineering and construction administration expenses are estimated at \$31,666.17, bringing the **total estimated cost to \$242,773.97**. This project was designed in accordance with the latest specifications and the engineer's estimate is below the Capital Improvement Plan funding amount.

Downtown Street Pavement Improvements are shown in the 2017/18 Capital Improvement Plan with **\$250,000.00 in G.O. Bond funding and \$50,000 in Electric Utility funding**.

**ALTERNATIVES:**

1. Approve the plans and specifications for the 2017/18 Downtown Street Pavement Improvements Project – Main Street Alleys (Duff Avenue – Douglas Avenue, Kellogg Avenue – Burnett Avenue) and establish May 22, 2019 as the date of letting and May 28, 2019 as the date for the report of bids.
2. Do not approve the project.
3. Approve the project with modifications.



**MANAGER'S RECOMMENDED ACTION:**

The condition of the existing pavement within these alleys has deteriorated and surface drainage is poor. The reconstruction of these alleys will provide improved drainage and access to businesses along Main Street and 5<sup>th</sup> Street. The Ames downtown area is an important economic and small business center in the community, and this investment will enhance downtown business operations and promote development.

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



**LOCATION MAP:**  
**2017/18 Downtown Street Pavement Improvements**  
**Main Street Alleys (Duff - Douglas, Kellogg - Burnett)**



1 inch = 150 feet  
Date: 4/16/2019

**COUNCIL ACTION FORM**

**SUBJECT:**     **POWER PLANT UNIT 7 TURBINE GENERATOR OVERHAUL**

**BACKGROUND:**

The Unit 7 Turbine Generator is scheduled to be disassembled, inspected, and repaired at the same time as the Unit 7 Boiler Repair Project. This work is required to replace worn parts and inspect the turbine and generator for repairs that may be needed to prevent unplanned turbine/generator outages, prevent costly turbine/generator damage, and increase turbine/generator reliability.

Repairs and replacement of worn parts will be completed as the inspection progresses. Experience has shown that certain parts require replacement every major overhaul and some parts become unusable during the disassembly process. This overhaul and parts replacement is required and recommended by boiler and machinery insurance carriers and follows accepted industry standards. **This bid is for labor and materials for the inspection and repairs Unit 7 Turbine Generator. There is a separate bid for spare parts that are made available to the contractor for this repair.**

The Engineer's estimate for the cost of the total project is \$2,440,000.

The approved FY 2018/19 Capital Improvements Plan includes the following funding for the Unit 7 Turbine Generator Overhaul.

2017/18 Engineering/Parts	\$750,000
2018/19 Labor	\$1,500,000
2018/19 GE Tech Support	<u>\$300,000</u>
<b>TOTAL</b>	<b>\$2,550,000</b>

**ALTERNATIVES:**

1. Approve the preliminary plans and specifications for the Unit 7 Turbine Generator Overhaul labor and set May 22, 2019, as the bid due date and May 28, 2019, as the date of hearing and award of contract.
2. Do not approve which would delay this critical repair.

**MANAGER'S RECOMMENDED ACTION:**

The Unit 7 Turbine-Generator is scheduled for a major overhaul during the outage for the Unit 7 Boiler Tube Repair Project, tentatively scheduled for summer of 2019.

Turbine-generator overhauls are typically performed in the industry about every five years to restore unit efficiency and to maintain good unit life and reliability. Without this overhaul, the Power Plant's performance would degrade considerably over time.

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



**CITY OF AMES, IOWA  
INVITATION TO BID NO. 2019-095  
UNIT 7 STEAM TURBINE PARTS**

			ARGO TURBOSERVE CORP			MECHANICAL DYNAMICS & ANALYSIS (MD & A) LLC			
COA LINE ITEM	DESCRIPTION	QTY	Unit Price	SUB-TOTAL	EXTENDED PRICE	Unit Price	SUB-TOTAL	EXTENDED PRICE	Items no bid by MD & A
1	H.P. LINING	1	\$ 17,456.00	\$ 17,456.00	\$ 17,456.00	\$ 12,900.00	\$ 12,900.00	\$ 12,900.00	
2	L.P. LINING	1	\$ 23,030.00	\$ 23,030.00	\$ 23,030.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	
3	THRUST RING ACTIVE	1	\$ 9,150.00	\$ 9,150.00	\$ 9,150.00	\$ 8,600.00	\$ 8,600.00	\$ 8,600.00	
4	THRUST RING INACTIVE	1	\$ 6,640.00	\$ 6,640.00	\$ 6,640.00	\$ 5,685.00	\$ 5,685.00	\$ 5,685.00	
5	SHIM	1	\$ 2,340.00	\$ 2,340.00	\$ 2,340.00	no bid		\$ -	\$ 2,340.00
6	SHIM	1	\$ 1,948.00	\$ 1,948.00	\$ 1,948.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	
7	H.P. OIL DEFLECTOR	1	\$ 5,032.00	\$ 5,032.00	\$ 5,032.00	\$ 6,795.00	\$ 6,795.00	\$ 6,795.00	
8	L.P. OIL DEFLECTOR TE	1	\$ 5,614.00	\$ 5,614.00	\$ 5,614.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	
9	L.P. OIL DEFLECTOR GE	1	\$ 5,921.00	\$ 5,921.00	\$ 5,921.00	\$ 8,900.00	\$ 8,900.00	\$ 8,900.00	
10	HOLDING SCREW	8	\$ 52.00	\$ 416.00	\$ 416.00	\$ 35.00	\$ 280.00	\$ 280.00	
11	PACKING RING	1	\$ 2,022.00	\$ 2,022.00	\$ 2,022.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	
12	SPRING	6	\$ 18.00	\$ 108.00	\$ 108.00	\$ 10.00	\$ 60.00	\$ 60.00	
13	PACKING RING	1	\$ 3,279.00	\$ 3,279.00	\$ 3,279.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	
14	SPRING	6	\$ 18.00	\$ 108.00	\$ 108.00	\$ 10.00	\$ 60.00	\$ 60.00	
15	PACKING RING	2	\$ 3,279.00	\$ 6,558.00	\$ 6,558.00	\$ 2,300.00	\$ 4,600.00	\$ 4,600.00	
16	SPRING	12	\$ 18.00	\$ 216.00	\$ 216.00	\$ 10.00	\$ 120.00	\$ 120.00	
17	PACKING RING	2	\$ 4,044.00	\$ 8,088.00	\$ 8,088.00	\$ 2,750.00	\$ 5,500.00	\$ 5,500.00	
18	SPRING	12	\$ 18.00	\$ 216.00	\$ 216.00	\$ 10.00	\$ 120.00	\$ 120.00	
19	PACKING RING	1	\$ 3,279.00	\$ 3,279.00	\$ 3,279.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
20	SPRING	6	\$ 18.00	\$ 108.00	\$ 108.00	\$ 10.00	\$ 60.00	\$ 60.00	
21	PACKING RING	2	\$ 2,550.00	\$ 5,100.00	\$ 5,100.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	
22	SPRING	12	\$ 18.00	\$ 216.00	\$ 216.00	\$ 10.00	\$ 120.00	\$ 120.00	
23	PACKING RING	2	\$ 2,550.00	\$ 5,100.00	\$ 5,100.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	

**CITY OF AMES, IOWA  
INVITATION TO BID NO. 2019-095  
UNIT 7 STEAM TURBINE PARTS**

			ARGO TURBOSERVE CORP			MECHANICAL DYNAMICS & ANALYSIS (MD & A) LLC			
COA LINE ITEM	DESCRIPTION	QTY	Unit Price	SUB-TOTAL	EXTENDED PRICE	Unit Price	SUB-TOTAL	EXTENDED PRICE	Items no bid by MD & A
24	SPRING	12	\$ 18.00	\$ 216.00	\$ 216.00	\$ 10.00	\$ 120.00	\$ 120.00	
25	PACKING RING	1	\$ 2,550.00	\$ 2,550.00	\$ 2,550.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
26	SPRING	6	\$ 18.00	\$ 108.00	\$ 108.00	\$ 10.00	\$ 60.00	\$ 60.00	
27	PACKING RING	2	\$ 2,550.00	\$ 5,100.00	\$ 5,100.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	
28	SPRING	12	\$ 18.00	\$ 216.00	\$ 216.00	\$ 10.00	\$ 120.00	\$ 120.00	
29	PACKING RING	4	\$ 3,077.00	\$ 12,308.00	\$ 12,308.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	
30	SPRING	24	\$ 18.00	\$ 432.00	\$ 432.00	\$ 10.00	\$ 240.00	\$ 240.00	
31	PACKING RING	2	\$ 3,077.00	\$ 6,154.00	\$ 6,154.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	
32	SPRING	12	\$ 18.00	\$ 216.00	\$ 216.00	\$ 10.00	\$ 120.00	\$ 120.00	
33	PACKING RING	1	\$ 4,205.00	\$ 4,205.00	\$ 4,205.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
34	SPRING	6	\$ 18.00	\$ 108.00	\$ 108.00	\$ 10.00	\$ 60.00	\$ 60.00	
35	PACKING RING	1	\$ 4,205.00	\$ 4,205.00	\$ 4,205.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
36	SPRING	6	\$ 18.00	\$ 108.00	\$ 108.00	\$ 10.00	\$ 60.00	\$ 60.00	
37	PACKING RING	1	\$ 4,205.00	\$ 4,205.00	\$ 4,205.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
38	SPRING	6	\$ 18.00	\$ 108.00	\$ 108.00	\$ 10.00	\$ 60.00	\$ 60.00	
39	PACKING LOCK	1	\$ 201.00	\$ 201.00	\$ 201.00	\$ 60.00	\$ 60.00	\$ 60.00	
40	PACKING LOCK	8	\$ 181.00	\$ 1,448.00	\$ 1,448.00	\$ 60.00	\$ 480.00	\$ 480.00	
41	VALVE SEAT	1	\$ 7,280.00	\$ 7,280.00	\$ 7,280.00	\$ 9,250.00	\$ 9,250.00	\$ 9,250.00	
42	GASKET	2	\$ 41.00	\$ 82.00	\$ 82.00	\$ 30.00	\$ 60.00	\$ 60.00	
43	BUSHING	1	\$ 2,574.00	\$ 2,574.00	\$ 2,574.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	
44	STEM	1	\$ 4,063.00	\$ 4,063.00	\$ 4,063.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	
45	BUSHING	1	\$ 1,625.00	\$ 1,625.00	\$ 1,625.00	\$ 1,395.00	\$ 1,395.00	\$ 1,395.00	
46	PIN	1	\$ 52.00	\$ 52.00	\$ 52.00	\$ 60.00	\$ 60.00	\$ 60.00	
47	BUSHING	1	\$ 738.00	\$ 738.00	\$ 738.00	\$ 325.00	\$ 325.00	\$ 325.00	
48	BYPASS VALVE	1	\$ 3,075.00	\$ 3,075.00	\$ 3,075.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	
49	CAP SCREW	6	\$ 47.00	\$ 282.00	\$ 282.00	\$ 45.00	\$ 270.00	\$ 270.00	
50	PIN	1	\$ 67.00	\$ 67.00	\$ 67.00	\$ 55.00	\$ 55.00	\$ 55.00	



**CITY OF AMES, IOWA  
INVITATION TO BID NO. 2019-095  
UNIT 7 STEAM TURBINE PARTS**

			ARGO TURBOSERVE CORP			MECHANICAL DYNAMICS & ANALYSIS (MD & A) LLC			
COA LINE ITEM	DESCRIPTION	QTY	Unit Price	SUB-TOTAL	EXTENDED PRICE	Unit Price	SUB-TOTAL	EXTENDED PRICE	Items no bid by MD & A
51	PIN	1	\$ 2.00	\$ 2.00	\$ 2.00	\$ 5.00	\$ 5.00	\$ 5.00	
52	GASKET	2	\$ 180.00	\$ 360.00	\$ 360.00	\$ 140.00	\$ 280.00	\$ 280.00	
53	HEIM JOINT	1	\$ 32.00	\$ 32.00	\$ 32.00	\$ 30.00	\$ 30.00	\$ 30.00	
54	PACKING	1	\$ 278.00	\$ 278.00	\$ 278.00	\$ 245.00	\$ 245.00	\$ 245.00	
55	GASKET	1	\$ 83.00	\$ 83.00	\$ 83.00	\$ 45.00	\$ 45.00	\$ 45.00	
56	GASKET	1	\$ 20.00	\$ 20.00	\$ 20.00	\$ 69.00	\$ 69.00	\$ 69.00	
57	PISTON RING	2	\$ 453.00	\$ 906.00	\$ 906.00	\$ 1.00	\$ 2.00	\$ 2.00	
58	GASKET	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 40.00	\$ 40.00	\$ 40.00	
59	GASKET	1	\$ 21.00	\$ 21.00	\$ 21.00	\$ 30.00	\$ 30.00	\$ 30.00	
60	PISTON RING	2	\$ 223.00	\$ 446.00	\$ 446.00	\$ 125.00	\$ 250.00	\$ 250.00	
61	GASKET	1	\$ 83.00	\$ 83.00	\$ 83.00	\$ 85.00	\$ 85.00	\$ 85.00	
62	FINE / COURSE SCREEN KIT	2	\$ 2,880.00	\$ 5,760.00	\$ 5,760.00	no bid			\$ 5,760.00
63	SPILL STRIP	16	\$ 145.00	\$ 2,320.00	\$ 2,320.00	\$ 80.00	\$ 1,280.00	\$ 1,280.00	
64	SPRING	15	\$ 17.00	\$ 255.00	\$ 255.00	\$ 15.00	\$ 225.00	\$ 225.00	
65	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
66	SPILL STRIP	16	\$ 145.00	\$ 2,320.00	\$ 2,320.00	\$ 80.00	\$ 1,280.00	\$ 1,280.00	
67	SPRING	15	\$ 17.00	\$ 255.00	\$ 255.00	\$ 15.00	\$ 225.00	\$ 225.00	
68	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
69	SPILL STRIP	16	\$ 145.00	\$ 2,320.00	\$ 2,320.00	\$ 80.00	\$ 1,280.00	\$ 1,280.00	
70	SPRING	15	\$ 17.00	\$ 255.00	\$ 255.00	\$ 15.00	\$ 225.00	\$ 225.00	
71	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
72	SPILL STRIP	16	\$ 145.00	\$ 2,320.00	\$ 2,320.00	\$ 80.00	\$ 1,280.00	\$ 1,280.00	
73	SPRING	15	\$ 17.00	\$ 255.00	\$ 255.00	\$ 15.00	\$ 225.00	\$ 225.00	
74	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
75	SPILL STRIP	16	\$ 145.00	\$ 2,320.00	\$ 2,320.00	\$ 80.00	\$ 1,280.00	\$ 1,280.00	
76	SPRING	15	\$ 17.00	\$ 255.00	\$ 255.00	\$ 15.00	\$ 225.00	\$ 225.00	

**CITY OF AMES, IOWA**  
**INVITATION TO BID NO. 2019-095**  
**UNIT 7 STEAM TURBINE PARTS**

			ARGO TURBOSERVE CORP			MECHANICAL DYNAMICS & ANALYSIS (MD & A) LLC			
COA LINE ITEM	DESCRIPTION	QTY	Unit Price	SUB-TOTAL	EXTENDED PRICE	Unit Price	SUB-TOTAL	EXTENDED PRICE	Items no bid by MD & A
77	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
78	SPILL STRIP	16	\$ 145.00	\$ 2,320.00	\$ 2,320.00	\$ 80.00	\$ 1,280.00	\$ 1,280.00	
79	SPRING	15	\$ 17.00	\$ 255.00	\$ 255.00	\$ 15.00	\$ 225.00	\$ 225.00	
80	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
81	SPILL STRIP	18	\$ 145.00	\$ 2,610.00	\$ 2,610.00	\$ 80.00	\$ 1,440.00	\$ 1,440.00	
82	SPRING	17	\$ 17.00	\$ 289.00	\$ 289.00	\$ 15.00	\$ 255.00	\$ 255.00	
83	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 1.00	\$ 1.00	\$ 1.00	
84	SPILL STRIP	18	\$ 145.00	\$ 2,610.00	\$ 2,610.00	\$ 80.00	\$ 1,440.00	\$ 1,440.00	
85	SPRING	17	\$ 17.00	\$ 289.00	\$ 289.00	\$ 15.00	\$ 255.00	\$ 255.00	
86	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
87	SPILL STRIP	24	\$ 145.00	\$ 3,480.00	\$ 3,480.00	\$ 80.00	\$ 1,920.00	\$ 1,920.00	
88	SPRING	23	\$ 17.00	\$ 391.00	\$ 391.00	\$ 15.00	\$ 345.00	\$ 345.00	
89	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
90	SPILL STRIP	24	\$ 145.00	\$ 3,480.00	\$ 3,480.00	\$ 80.00	\$ 1,920.00	\$ 1,920.00	
91	SPRING	23	\$ 17.00	\$ 391.00	\$ 391.00	\$ 15.00	\$ 345.00	\$ 345.00	
92	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
93	SPILL STRIP	24	\$ 145.00	\$ 3,480.00	\$ 3,480.00	\$ 80.00	\$ 1,920.00	\$ 1,920.00	
94	SPRING	23	\$ 17.00	\$ 391.00	\$ 391.00	\$ 15.00	\$ 345.00	\$ 345.00	
95	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
96	SPILL STRIP	26	\$ 145.00	\$ 3,770.00	\$ 3,770.00	\$ 80.00	\$ 2,080.00	\$ 2,080.00	
97	SPRING	25	\$ 17.00	\$ 425.00	\$ 425.00	\$ 15.00	\$ 375.00	\$ 375.00	
98	SPRING	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 15.00	\$ 15.00	\$ 15.00	
99	BOLT	13	\$ 103.00	\$ 1,339.00	\$ 1,339.00	\$ 98.00	\$ 1,274.00	\$ 1,274.00	
100	CAULKING STRIPS	24	\$ 70.00	\$ 1,680.00	\$ 1,680.00	\$ 50.00	\$ 1,200.00	\$ 1,200.00	
101	BOLTS	7	\$ 159.00	\$ 1,113.00	\$ 1,113.00	\$ 175.00	\$ 1,225.00	\$ 1,225.00	
102	BUSHING	4	\$ 737.00	\$ 2,948.00	\$ 2,948.00	\$ 175.00	\$ 700.00	\$ 700.00	
103	BUSHING UPPER	2	\$ 1,009.00	\$ 2,018.00	\$ 2,018.00	\$ 975.00	\$ 1,950.00	\$ 1,950.00	

**CITY OF AMES, IOWA**  
**INVITATION TO BID NO. 2019-095**  
**UNIT 7 STEAM TURBINE PARTS**

			ARGO TURBOSERVE CORP			MECHANICAL DYNAMICS & ANALYSIS (MD & A) LLC			
COA LINE ITEM	DESCRIPTION	QTY	Unit Price	SUB-TOTAL	EXTENDED PRICE	Unit Price	SUB-TOTAL	EXTENDED PRICE	Items no bid by MD & A
104	BUSHING LOWER	2	\$ 1,468.00	\$ 2,936.00	\$ 2,936.00	\$ 1,400.00	\$ 2,800.00	\$ 2,800.00	
105	BUSHING	2 4CA;ST C#16	\$ 989.00	\$ 1,978.00	\$ 1,978.00	\$ 225.00	4 each = \$900	\$ 900.00	
106	BUSHING	2	\$ 1,028.00	\$ 2,056.00	\$ 2,056.00	\$ 295.00	\$ 590.00	\$ 590.00	
107	CLEVIS PIN	1	\$ 591.00	\$ 591.00	\$ 591.00	\$ 325.00	\$ 325.00	\$ 325.00	
108	BEARING	1	\$ 544.00	\$ 544.00	\$ 544.00	\$ 495.00	\$ 495.00	\$ 495.00	
109	RELIEF DIAPHRAGM	1	\$ 979.00	\$ 979.00	\$ 979.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	
110	VALVE	1	\$ 5,069.00	\$ 5,069.00	\$ 5,069.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	
111	VALVE SEAT	1	\$ 2,967.00	\$ 2,967.00	\$ 2,967.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	
112	VALVE SEAT	1	\$ 1,233.00	\$ 1,233.00	\$ 1,233.00	\$ 950.00	\$ 950.00	\$ 950.00	
113	VALVE	1	\$ 1,948.00	\$ 1,948.00	\$ 1,948.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	
114	GASKET	1	\$ 14.00	\$ 14.00	\$ 14.00	\$ 15.00	\$ 15.00	\$ 15.00	
115	PIVOT ROD	1	\$ 611.00	\$ 611.00	\$ 611.00	\$ 485.00	\$ 485.00	\$ 485.00	
116	NUT	2	\$ 2.00	\$ 4.00	\$ 4.00	\$ 5.00	\$ 10.00	\$ 10.00	
117	PIVOT ROD	1	\$ 603.00	\$ 603.00	\$ 603.00	\$ 475.00	\$ 475.00	\$ 475.00	
118	PIVOT BLOCK	1	\$ 567.00	\$ 567.00	\$ 567.00	\$ 375.00	\$ 375.00	\$ 375.00	
119	BEARING	2	\$ 26.00	\$ 52.00	\$ 52.00	\$ 18.00	\$ 36.00	\$ 36.00	
120	SHAFT	1	\$ 291.00	\$ 291.00	\$ 291.00	\$ 795.00	\$ 795.00	\$ 795.00	
121	SPRING	1	\$ 685.00	\$ 685.00	\$ 685.00	\$ 625.00	\$ 625.00	\$ 625.00	
122	SPRING	1	\$ 495.00	\$ 495.00	\$ 495.00	\$ 450.00	\$ 450.00	\$ 450.00	
123	BEARING	1	\$ 159.00	\$ 159.00	\$ 159.00	\$ 110.00	\$ 110.00	\$ 110.00	
124	BUSHING	2	\$ 665.00	\$ 1,330.00	\$ 1,330.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00	
125	PISTON RING	1	\$ 180.00	\$ 180.00	\$ 180.00	\$ 80.00	\$ 80.00	\$ 80.00	
126	PILOT VALVE	1	\$ 1,447.00	\$ 1,447.00	\$ 1,447.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	
127	BELLOWS ASSY	1	\$ 3,131.00	\$ 3,131.00	\$ 3,131.00	\$ 3,400.00	\$ 3,400.00	\$ 3,400.00	
128	SPRING	1	\$ 735.00	\$ 735.00	\$ 735.00	\$ 575.00	\$ 575.00	\$ 575.00	
129	SPRING	1	\$ 579.00	\$ 579.00	\$ 579.00	\$ 585.00	\$ 585.00	\$ 585.00	

**CITY OF AMES, IOWA**  
**INVITATION TO BID NO. 2019-095**  
**UNIT 7 STEAM TURBINE PARTS**

			ARGO TURBOSERVE CORP			MECHANICAL DYNAMICS & ANALYSIS (MD & A) LLC			
COA LINE ITEM	DESCRIPTION	QTY	Unit Price	SUB-TOTAL	EXTENDED PRICE	Unit Price	SUB-TOTAL	EXTENDED PRICE	Items no bid by MD & A
130	BUSHING	2	\$ 206.00	\$ 412.00	\$ 412.00	\$ 145.00	\$ 290.00	\$ 290.00	
131	OIL SEAL	1	\$ 17.00	\$ 17.00	\$ 17.00	\$ 20.00	\$ 20.00	\$ 20.00	
132	BUSHING	2	\$ 252.00	\$ 504.00	\$ 504.00	\$ 275.00	\$ 550.00	\$ 550.00	
133	BUSHING	2	\$ 187.00	\$ 374.00	\$ 374.00	\$ 135.00	\$ 270.00	\$ 270.00	
134	KEY	1	\$ 206.00	\$ 206.00	\$ 206.00	no bid			\$ 206.00
135	BUSHING	2	\$ 623.00	\$ 1,246.00	\$ 1,246.00	\$ 200.00	\$ 400.00	\$ 400.00	
136	O-RING	1	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.00	\$ 5.00	\$ 5.00	
137	GASKET	1	\$ 18.00	\$ 18.00	\$ 18.00	\$ 30.00	\$ 30.00	\$ 30.00	
138	ROD END	2	\$ 18.00	\$ 36.00	\$ 36.00	\$ 20.00	\$ 40.00	\$ 40.00	
139	SWITCH	1	\$ 2,079.00	\$ 2,079.00	\$ 2,079.00	no bid			\$ 2,079.00
140	GASKET	2	\$ 74.00	\$ 148.00	\$ 148.00	\$ 52.00	\$ 104.00	\$ 104.00	
141	GASKET	1	\$ 28.00	\$ 28.00	\$ 28.00	\$ 50.00	\$ 50.00	\$ 50.00	
142	GASKET	2	\$ 202.00	\$ 404.00	\$ 404.00	no bid			\$ 404.00
143	GASKET	1	\$ 6.00	\$ 6.00	\$ 6.00	\$ 25.00	\$ 25.00	\$ 25.00	
144	OIL SEAL	1	\$ 24.00	\$ 24.00	\$ 24.00	\$ 32.00	\$ 32.00	\$ 32.00	
145	GASKET	2	\$ 17.00	\$ 34.00	\$ 34.00	\$ 15.00	\$ 30.00	\$ 30.00	
146	OIL SEAL	1	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	
147	GASKET	1	\$ 59.00	\$ 59.00	\$ 59.00	\$ 72.00	\$ 72.00	\$ 72.00	
148	GASKET	2	\$ 21.00	\$ 42.00	\$ 42.00	no bid			\$ 42.00
149	GASKET	1	\$ 29.00	\$ 29.00	\$ 29.00	no bid			\$ 29.00
150	GASKET	1	\$ 8.00	\$ 8.00	\$ 8.00	\$ 65.00	\$ 65.00	\$ 65.00	
151	BEARING	2	\$ 1,233.00	\$ 2,466.00	\$ 2,466.00	\$ 1,350.00	\$ 2,700.00	\$ 2,700.00	
152	SHAFT	1	\$ 8,935.00	\$ 8,935.00	\$ 8,935.00	\$ 7,250.00	\$ 7,250.00	\$ 7,250.00	
153	QUILL	1	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 5,900.00	\$ 5,900.00	\$ 5,900.00	
154	THRUST PLATE	1	\$ 6,505.00	\$ 6,505.00	\$ 6,505.00	\$ 3,650.00	\$ 3,650.00	\$ 3,650.00	
155	SEAL RING	2	\$ 735.00	\$ 1,470.00	\$ 1,470.00	\$ 975.00	\$ 1,950.00	\$ 1,950.00	
156	KEY	1	\$ 175.00	\$ 175.00	\$ 175.00	\$ 100.00	\$ 100.00	\$ 100.00	

**CITY OF AMES, IOWA**  
**INVITATION TO BID NO. 2019-095**  
**UNIT 7 STEAM TURBINE PARTS**

			ARGO TURBOSERVE CORP			MECHANICAL DYNAMICS & ANALYSIS (MD & A) LLC				
COA LINE ITEM	DESCRIPTION	QTY	Unit Price	SUB-TOTAL	EXTENDED PRICE	Unit Price	SUB-TOTAL	EXTENDED PRICE	Items no bid by MD & A	
157	IMPELLER	1	\$ 23,087.00	\$ 23,087.00	\$ 23,087.00	no bid			\$ 23,087.00	
158	PILOT VALVE	1	\$ 3,131.00	\$ 3,131.00	\$ 3,131.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00		
159	SEAL	1	\$ 19.00	\$ 19.00	\$ 19.00	\$ 18.00	\$ 18.00	\$ 18.00		
160	SPRING	1	\$ 579.00	\$ 579.00	\$ 579.00	\$ 550.00	\$ 550.00	\$ 550.00		
161	SPRING	1	\$ 685.00	\$ 685.00	\$ 685.00	no bid			\$ 685.00	
162	SEAL	1	\$ 28.00	\$ 28.00	\$ 28.00	\$ 20.00	\$ 20.00	\$ 20.00		
163	GASKET	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 35.00	\$ 35.00	\$ 35.00		
164	BEARING LINING TE- GEN	1	\$ 21,290.00	\$ 21,290.00	\$ 21,290.00	\$ 18,895.00	\$ 18,895.00	\$ 18,895.00		
165	BEARING LINING CE- GEN	1	\$ 21,735.00	\$ 21,735.00	\$ 21,735.00	\$ 18,995.00	\$ 18,995.00	\$ 18,995.00		
166	H2 SEAL RING TE	1	\$ 5,510.00	\$ 5,510.00	\$ 5,510.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00		
167	SPRING	2	\$ 306.00	\$ 612.00	\$ 612.00	\$ 345.00	\$ 690.00	\$ 690.00		
168	OIL DEFLECTOR	1	\$ 2,555.00	\$ 2,555.00	\$ 2,555.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00		
169	H2 SEAL RING CE	1	\$ 5,510.00	\$ 5,510.00	\$ 5,510.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00		
170	SPRING	2	\$ 306.00	\$ 612.00	\$ 612.00	\$ 345.00	\$ 690.00	\$ 690.00		
171	OIL DEFLECTOR	1	\$ 2,555.00	\$ 2,555.00	\$ 2,555.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00		
172	OIL FELECTOR	2	\$ 7,430.00	\$ 14,860.00	\$ 14,860.00	\$ 7,450.00	\$ 14,900.00	\$ 14,900.00		
173	OIL FELECTOR	2	\$ 7,545.00	\$ 15,090.00	\$ 15,090.00	\$ 7,200.00	\$ 14,400.00	\$ 14,400.00		
	lot transportation	1	\$ 18,690.00	\$ 18,690.00	\$ 18,690.00	freight not included				
	TOTAL			\$ 427,759.00	\$ 427,759.00		\$ 318,681.00	\$ 318,681.00	\$ 34,632.00	
	total w/out freight				\$ 409,069.00					
	total w/out freight or items no bid by MD & A				\$ 374,437.00					
	NON-RESPONSIVE BIDDERS:		Steam Turbine Alternativv Resources (STAR)			no bid bond				
			The Progress Group			no bid bond				

**COUNCIL ACTION FORM**

**SUBJECT:**     **POWER PLANT BOILER MAINTENANCE SERVICES CONTRACT**

**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.

The repair of the equipment on these generation units requires professional trade crafts such as boilermakers, laborers, and millwrights.

The Power Plant has traditionally bid boiler maintenance services and held a contract throughout each year in order to perform regularly planned repairs and services during scheduled outages and emergency service. Both of the Power Plant's boilers (Unit 7 and Unit 8) have experienced excessive corrosion in the superheater sections. The corrosion has caused the tubes to thin, resulting in many forced outages.

The FY 2018/2019 contractor, TEI Construction Services, Inc., Duncan, SC, has struggled to provide needed manpower for short-term repairs and maintenance work under the current contract. TEI has expressed concern to Plant staff that the struggle to respond to forced outages will most likely continue because a number of its welders have chosen other employment. This situation was reported to Council on April 16, 2019, and an emergency change order authorization to an alternative vendor to perform repairs was approved. The use that alternative contractor is required until new bids can be obtained and a contract in place.

This bid is for these repair and maintenance services from May 29, 2019 through the end of FY 2019/20. The bid documents include the option of up to four one-year renewals. Any renewal would require approval by City Council.

Next fiscal year large repair projects are planned for both boilers, installing coated tubes that will be able to withstand the corrosion. Until these repairs are complete, it is of critical importance to have a contract in place that allows for a qualified contractor to be ready to respond to emergency outages.

Invoices will be based on contract rates for time and materials for services actually received. The FY 2019/20 budget includes \$250,000 for these services. The bidding documents call for a contract not to exceed that amount.

**ALTERNATIVES:**

1.     Approve preliminary plans and specifications for the Power Plant Maintenance



Services Contract, and set May 14, 2019 as the due date for bids and May 28, 2019 as the date of public hearing and award of contract.

2. Purchase these services on an as-needed basis.

**CITY MANAGER'S RECOMMENDED ACTION:**

This work is necessary to ensure that a qualified contractor will respond to both scheduled and emergency needs for Power Plant boiler repair, 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.

**COUNCIL ACTION FORM**

**SUBJECT: NORTH RIVER VALLEY WELL FIELD AND PIPELINE PROJECT  
ENGINEERING SERVICES AND NOTICE TO BIDDERS**

**BACKGROUND:**

The Ames Water Treatment Plant relies on a network of 22 potable supply wells as the source of drinking water for the community. As old wells fail and need to be replaced and as demand for treated water increases, additional wells must be drilled.

The location for a new well field has been chosen using a detailed ground water hydraulic model. The new wells are proposed to be constructed on land north of East 13<sup>th</sup> Street and east of the Skunk River. Development of the proposed well field will consist of an interconnecting pipeline and three new wells, each with a capacity of 1,000 gallons per minute. The planned new well field will add an estimated 2.6 million gallons per day (mgd) of raw water that will be delivered to the City's Water Treatment Plant.

On June 28, 2016, the City Council awarded a contract to HDR Engineering, Inc. of Des Moines, IA, for design phase engineering services for the North River Valley Pipeline and Electrical Service. At the time of the initial contract award with HDR, staff had intentionally excluded bidding and construction phase services from the agreement, with an expectation that those services would be added at a later date by change order once the design was complete and the actual scope of additional services was known. **After working with HDR to define the level of assistance required, staff is recommending a change order with HDR to add \$150,000 in order to add bidding and construction phase services to the scope of the agreement. This work will be performed on an "hourly not to exceed" basis, so that the City only pays for the services it actually utilizes.**

Additionally, during the design phase, HDR Engineering was requested by City staff to perform additional services for changes requested by the City to the original scope of work. Those additional services include: an evaluation of alternative means for providing electrical power to the new wells; an evaluation to identify the optimal placement of an emergency standby generator; the addition of a fiber optic communication network for well controls and security cameras; and the inclusion of new security gates at the lime ponds that were budgeted as a separate project in the Capital Improvements Plan. **Staff is recommending that a change order be executed with HDR for an additional \$80,000 for the additional scope of work provided during the design phase. The total change order amount being recommended by staff is \$230,000.**

Original Engineering Contract w/ HDR	\$ 384,200
Change Order Number 1	230,000
Total Contract Amount	\$ 614,200

The final design work is now complete and staff is ready to issue a notice to bidders. The Engineer's estimate of probable construction costs is \$4,996,085. This estimate does not include contingency. The total estimated project expense is shown in the table below.

**Estimated Total Project Expense**

Engineering	
Original Contract	\$ 384,200
Change #1 (this request)	230,000
Land	47,350
Construction (Engineer's Estimate)	4,996,085
<b>Total Estimated Expense</b>	<b>\$ 5,657,635</b>

The authorized project budget is shown below. Note that as a part of the final budget amendments for FY 2018/19, the funding for the Security Gates project will be moved into the North River Valley Well Field project account.

**Total Authorized Budget**

Prior Year Actuals	
FY 2016/17	\$ 282,266
FY 2017/18	69,554
FY 2018/19 CIP	
Well Field Project	5,156,909
Security Gates	149,701
<b>Total Estimated Expense</b>	<b>\$ 5,658,430</b>

The estimate is extremely close to the authorized budget, with no contingency built in. Should the bids come in higher than the engineer's estimate, staff will develop a recommended course of action prior to recommending an award.

**ALTERNATIVES:**

1. a. Grant preliminary approval of the plans and specifications and issue a notice to bidders, setting May 29, 2019, as the bid due date and June 11, 2019, as the date of public hearing.
- b. Authorize Change Order Number 1 to the professional services agreement with HDR Engineering of Des Moines, Iowa, for additional engineering services for the North River Valley Well Field and Pipeline Project in an additional amount not to exceed \$230,000.

2. Do not take any action at this time, and provide direction to staff on the future of the project.

**MANAGER'S RECOMMENDED ACTION:**

The source water management strategy of the City since the mid-1970's has been to avoid a need to ration water when experiencing a drought similar to that experienced in 1975-1976. To meet that goal, new source water capacity needs to be developed to offset new growth in demand as well as to offset the loss of productivity of existing wells.

The most cost-effective location for constructing new wells has been identified in the flood plain north of East 13<sup>th</sup> Street and east of the Skunk River. Previous test wells have confirmed a sufficient aquifer capacity in this area not only for the three wells currently planned, but also for additional future wells. The route study for the pipeline to transmit the water to the new water plant has been completed, the land has been purchased, and the design of the well field and pipeline is now complete. The project is now ready for a notice to bidders to be issued.

Additionally, staff has determined that it is in the best interest of the City to move forward with an addition to the professional services agreement with HDR, the firm who has designed the pipeline, electrical, controls, standby power, and security camera system for the new well field. The scope of the project involves many engineering specialties that will require professional services during the bidding and construction phases (on-site inspection and review of shop drawings, payment requests, and schedules) in addition to the review and inspection that will be provided by City staff.

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



# MEMO

Item 26, 27, & 28

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

**From:** City Clerk's Office

**Date:** April 23, 2019

**Subject:** Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 26, 27 and 28. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

**COUNCIL ACTION FORM**

**SUBJECT:**     **CONTRACT RENEWAL – ELECTRIC SERVICES TRANSFORMERS**

**BACKGROUND:**

This contract is for the purchase of transformers necessary to meet the anticipated needs of the Electric Services Department. These transformers are kept on hand in order to ensure availability which will enable staff to replace failed transformers quickly.

Typically, these transformers are used to provide service for commercial and residential applications. It is also necessary to meet the anticipated needs of the Electric Services Department for new service and maintenance activities. Transformers would be purchased by the City as requested on a quarterly basis. This contract provides the City with inventory management flexibility and also helps to reduce the need for extensive storage space.

On February 23, 2016, City Council awarded a contract to RESCO, Ankeny, IA, for the purchase of these transformers in accordance with unit prices bid. This 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 the period of April 1, 2019 through March 31, 2020. Council should note that this contract renewal with RESCO includes unit price increases on all the transformers on the contract as demonstrated on the attached price summary. The average price increase based on previous usage is 5.0% or \$15,501.93. This is the third renewal out of four possible renewal periods. Electric Services staff reviewed the increases and found them to be acceptable based on steel market conditions.

The transformers are purchased from an Electric Department inventory asset account and charged to the appropriate operations accounts as the transformers are put into use. **Council should note that no contract amount is being authorized at this time, since payments will be based on unit prices and quantities ordered.**

**ALTERNATIVES:**

1. Approve the contract renewal with RESCO, Ankeny, Iowa, for the purchase of Electric Services transformers in accordance with unit prices.

Transformers will be purchased quarterly. Payments will be based on unit prices and actual quantities ordered, plus applicable sales taxes.

2. Reject renewal extension and attempt to purchase electric transformers periodically at unpredictable prices.



**CITY MANAGER'S RECOMMENDED ACTION:**

It is important to purchase transformers at the lowest possible cost with minimal risk to the City. It is also imperative to have these transformers available to meet customer needs.

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

Type KVA	Est Qty	Sell Price 4/31/16 thru 3/31/17	Sell Price Renewal 4/1/17 to 3/31/18	Sell Price Renewal 4/1/18 to 3/31/19	Sell Price Renewal 4/1/19 to 3/31/20	NL	LL
<b>Group I Padmount Transformers</b>							
<b>Division 1 Single Phase Padmount 120/240 Volts</b>							
25	5	\$1,259.94	\$1,293.88	\$1,325.70	\$1,391.98	66	207
37.5	10	\$1,477.06	\$1,516.33	\$1,553.62	\$1,631.30	80	315
50	10	\$1,513.76	\$1,554.09	\$1,592.31	\$1,671.92	102	442
75	2	\$1,901.02	\$1,948.98	\$1,996.91	\$2,096.75	143	582
100	2	\$2,463.27	\$2,525.52	\$2,587.62	\$2,717.00	180	643
<b>Division 2 Three Phase Padmount Transformer 120/208 Volts</b>							
112.5	0	\$5,535.17	\$5,680.62	\$5,820.31	\$6,111.32	231	1009
150	3	\$5,674.82	\$5,824.49	\$5,967.72	\$6,266.10	318	1339
225	0	\$6,682.98	\$6,859.19	\$7,027.86	\$7,379.25	379	1864
300	3	\$8,179.41	\$8,394.90	\$8,601.33	\$9,031.40	474	2116
500	3	\$10,041.79	\$10,306.13	\$10,559.56	\$11,087.54	634	3891
750	1	\$14,586.14	\$14,969.39	\$15,337.49	\$16,104.36	843	5211
1000	1	\$15,535.71	\$15,927.56	\$16,319.22	\$17,135.18	1056	7918
<b>Division 3 Three Phase Padmount Transformer 480Y/277 Volts, Loop Feed Switches</b>							
300	2	\$7,469.93	\$7,666.33	\$7,854.85	\$8,247.59	487	2387
500	2	\$10,141.69	\$10,408.17	\$10,664.11	\$11,197.31	645	4311
750	2	\$12,027.52	\$12,343.88	\$12,647.42	\$13,279.79	915	4993
1000	1	\$15,322.12	\$15,724.49	\$16,111.16	\$16,916.72	1104	5915
1500	1	\$19,182.33	\$19,635.90	\$20,118.75	\$21,124.69	1630	8225
<b>Division 4 Three Phase Padmount Transformer 277/480 Volts, Standard 55°C Rise</b>							
2500	1	\$28,611.20	\$29,287.18	\$30,007.36	\$31,507.73	2485	12310
<b>Group II Overhead Transformers</b>							
<b>Division 1 Single Phase Polemount 120/240 Volts</b>							
5	0	\$517.42	\$531.29	\$544.35	\$571.57	21	58
10	0	\$592.21	\$608.21	\$623.17	\$654.32	30	106
15	2	\$635.25	\$652.31	\$668.35	\$701.77	39	160
25	6	\$818.65	\$841.03	\$861.71	\$904.80	62	209
37.5	1	\$967.21	\$992.83	\$1,017.24	\$1,068.11	78	330
50	5	\$1,024.59	\$1,052.31	\$1,078.19	\$1,132.10	110	442
75	2	\$1,557.38	\$1,598.98	\$1,638.30	\$1,720.21	153	576
100	1	\$2,222.34	\$2,281.03	\$2,337.12	\$2,453.98	168	651
<b>Division 2 Single Phase Polemount Transformer 277/480 Volts</b>							
15	1	\$628.07	\$645.13	\$660.99	\$694.04	42	153
25	1	\$812.50	\$833.85	\$854.35	\$897.07	60	220
37.5	1	\$1,017.42	\$1,045.13	\$1,070.83	\$1,124.37	84	284
50	1	\$1,020.49	\$1,048.21	\$1,073.99	\$1,127.68	104	420
75	1	\$1,620.90	\$1,663.59	\$1,704.50	\$1,789.72	134	559
100	1	\$2,091.19	\$2,146.66	\$2,199.45	\$2,309.42	170	639

**COUNCIL ACTION FORM**

**SUBJECT: CHEMICAL TREATMENT PROGRAM FOR POWER PLANT CONTRACT RENEWAL**

**BACKGROUND:**

This contract is for the chemicals and services for chemical treatment of the boilers, cooling tower, and ash ponds at the Power Plant. The scope of work includes supplying a range of chemicals, technical expertise in boiler chemistry and analysis, training of Power Plant staff in maintaining the system, and detailed monitoring and analysis of the boilers to ensure they are safeguarded against damage.

On May 26, 2015, City Council awarded a contract to ChemTreat, Inc., of Glen Allen, VA, for Chemical Treatment Program for Power Plant for FY 2015/16. The services in this program were to be furnished as requested from July 1, 2015, through June 30, 2016, in an amount not-to-exceed \$125,000. Payments are based on unit prices bid and actual quantities received. The first year of the contract was much smaller than typical years because the plant was going through fuel conversion and chemical usage was greatly decreased.

This contract included the option for the City to renew in one-year increments for up to four additional years. The contract was renewed in FY 2016/17 in the amount of \$266,000, FY 2017/18 in the amount of \$274,000 and FY2018/19 in the amount of \$282,000.

**FY 2019/20 would be the fourth and final renewal for this contract.** The proposed FY 2019/20 contract renewal with ChemTreat, Inc. includes unit price increases on the majority of chemicals supplied under this contract due to increases in raw material prices. There is a 3.8% increase on the chemicals utilized at the boiler and 3.5% increase on the chemicals utilized everywhere else. **It is expected that the overall impact of these increases will result in paying \$7,626.08 more than the previous contract term.** Electric Services staff reviewed the proposed increases and found them to be acceptable based on comparable market prices **and considering the quality of service provided by this contractor during the past four years of the contract period.**

The FY 2019/20 operating budget for Electric Production includes \$290,500 for the materials to be purchased under this contract. **Payments will be based on unit prices bid and the chemicals and services actually delivered by the contractor and accepted by the Power Plant.**

**ALTERNATIVES:**

1. Approve the contract renewal with ChemTreat, Inc., Glen Allen, VA, for the FY 2019/2020 Chemical Treatment Program for Power Plant in an amount not-to-exceed \$290,500.
2. Do not renew the agreement and instruct staff to seek new competitive proposals.

**MANAGER'S RECOMMENDED ACTION:**

It is essential that the Power Plant receive chemicals and related treatment services at the lowest possible cost consistent with the quality required to maintain Power Plant operations. It is also important to lock in prices and accountability with key contractors. ChemTreat has provided the City with excellent service while they have held this contract the past four years.

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

**COUNCIL ACTION FORM**

**SUBJECT:** WATER PLANT WELL REHABILITATION CONTRACT

**BACKGROUND:**

On May 9, 2017, City Council awarded a well rehabilitation contract to Northway Well and Pump Company of Waukee, Iowa. The contract provided for the rehabilitation of five water supply wells in FY 2017/18. The contract offers optional annual renewals to rehabilitate additional wells over the next three years. The first two years of the contract were successfully completed, and staff is recommending that Council approve Year Three of the contract with Northway Well and Pump Company in the amount of \$80,716. This will provide rehabilitation of an additional four wells in FY 2019/20.

The Water Plant operating budget (FY 2019/20) allocated \$82,000 for the rehabilitation of City Well Nos. 6, 7, 19, and 24, with an additional \$20,000.00 budgeted for repairs as needed.

**ALTERNATIVES:**

1. Award Year Three of the contract to Northway Well and Pump Company of Waukee, Iowa in the amount of \$80,716.00 for rehabilitation of four wells in FY 2019/20.
2. Do not renew this contract at this time.

**MANAGER'S RECOMMENDED ACTION:**

Regular maintenance of the City's potable water wells is required to ensure adequate water volume to meet the city's current and future drinking water demands. Staff has determined rehabilitation of wells on a five-year cycle to be an effective means of maintaining well production to meet those demands.

A contract was awarded to Northway Well and Pump Company for FY 2017/18 that included an option for up to four annual renewals. Northway has performed effectively in the prior years' work. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving an \$80,716.00 contract to Northway Well and Pump Company to implement Year Three of the five-year well rehabilitation cycle.

**COUNCIL ACTION FORM**

**SUBJECT: CYRIDE BUS LIFTS REPLACEMENT PROJECT – CONTRACT COMPLETION**

**BACKGROUND:**

The CyRide Bus Lifts Replacement Project (Bid No. 2018-109) was released on February 27, 2018. Bid plans and specifications called for the replacement of two heavy-duty vehicle lifts in the CyRide Bus Maintenance Facility. The old lifts were installed in 1983 when the facility was constructed. Henkel Construction Company of Mason City, IA submitted the low base bid of \$313,750. A bid alternate to replace a third lift was also accepted. The total contract amount was \$473,750.

Bus lift replacement work started in June 2018. The project was substantially complete on September 28, 2018. There were three contract change orders resulting in a net contract change of -\$1,047.35. Project closeout was delayed due to problems getting lift replacement parts to replace defective ones. The project punch-list is now complete and the lifts are working to the satisfaction of CyRide staff. Required contract documentation is on file and the project architect has provided a certificate of substantial completion.

Acceptance of the project as complete and release of \$23,635.14 in retainage was approved by the Transit Board of Trustees on April 11, 2019.

**ALTERNATIVES:**

1. Accept final completion and approve the release of retainage in the amount of \$23,635.14 to Henkel Construction Company for the completion of the CyRide Bus Lifts Replacement Project.
2. Reject Alternative #1 and direct staff to modify the procurement to reflect City Council priorities.

**CITY MANAGER'S RECOMMENDED ACTION:**

All conditions of the project contract have been satisfied. Construction documents, lien waivers, and punch list items have been completed allowing for final acceptance of the project and payment of retainage.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 accepting the CyRide Bus Lifts Replacement Project as complete and releasing the total retainage amount of \$23,635.14 to Henkel Construction Company.

**COUNCIL ACTION FORM**

**SUBJECT:** WATER POLLUTION CONTROL FACILITY PRIMARY CLARIFIER  
BLASTING/COATING PROJECT

**BACKGROUND:**

The City of Ames Water Pollution Control Facility (WPCF) has eight clarifiers (four primary, and four intermediate/final) that separate solids from the water in the wastewater treatment process. The paint systems on the metal equipment and concrete of the four primary clarifiers were failing causing corrosion.

On May 23, 2017, the City Council awarded a construction contract to Mongan Painting Co. Inc., of Cherokee, Iowa, in the amount of \$538,431 to re-coat the primary clarifiers. All work under this contract was completed in accordance with the plans and specifications on March 15, 2019. A copy of the engineer's statement of completion is attached.

**ALTERNATIVES:**

1. Accept final completion and authorize final payment, to Mongan Painting Co., Inc., of Cherokee, Iowa, for the Water Pollution Control Facility Primary Clarifier Re-Coating Project in accordance with terms of the contract.
2. Do not accept completion of the project at this time.

**MANAGER'S RECOMMENDED ACTION:**

Work for the Water Pollution Control Facility Primary Clarifier Re-Coating Project has been completed in accordance with the plans and specifications and the engineer has provided a Certificate of Completion. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.



## Engineer's Statement of Completion

Project: <b>WPCF Primary Clarifier Re-Coating</b>	Date of Contract: <b>May 23, 2017</b>
Owner: <b>Ames Water and Pollution Control Department</b>	Contract No.: <b>2017-151</b>
Engineer: <b>Ames Water and Pollution Control Department</b>	Contractor: <b>Mongan Painting Co., Inc.</b>

I hereby state that the **Water Pollution Control Facility (WPCF) Primary Clarifier Re-Coating** project has been satisfactorily completed in general compliance with the terms, specifications, and stipulations of said contract.

The work was completed on March 15, 2019.

I further state that the retainage may be released in accordance with the contract documents.



Neil Weiss, PE

Water and Pollution Control Department

Date 4/17/19

**COUNCIL ACTION FORM**

**SUBJECT: FINAL COMPLETION OF THE WATER POLLUTION CONTROL FACILITY SCREENING SYSTEM IMPROVMENTS PROJECT**

**BACKGROUND:**

On August 8, 2017, City Council awarded a contract to Woodruff Construction, LLC. for the screenings improvement project at the Water Pollution Control Facility (WPCF) in the amount of \$755,300. Two change orders were issued during the project for a combined total amount of \$3,169, bringing the final contract amount to \$758,469.

All work under this contract was completed in accordance with the plans and specifications. A copy of the Engineer's Certificate of Completion is attached.

**ALTERNATIVES:**

1. Accept final completion of the WPC Screenings Improvement Project and authorize final payment, in accordance with the contract, to Woodruff Construction, LLC.
2. Do not accept completion of the WPC Screenings Improvement Project at this time.

**MANAGER'S RECOMMENDED ACTION:**

Work for the project has been completed in accordance with plans and specifications. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.



March 15, 2019

Mr. John R. Dunn, P.E.  
Director  
City of Ames Water and Pollution Control Department  
1800 East 13<sup>th</sup> Street  
Ames, Iowa 50010

RE: Engineer's Certification of Final Completion  
Ames WPCF Screening System Improvements  
HDR Project No: 10022280

Dear Mr. Dunn,

This letter certifies that as of March 15<sup>th</sup>, 2019 the Contract for the City of Ames WPCF Screening System Improvements Project is complete and in accordance with the contract documents to the best of HDR's knowledge and belief.

Sincerely,  
HDR ENGINEERING INC.

A handwritten signature in black ink, appearing to read 'B. M. Bakke'.

Brian M. Bakke  
*Project Manager*

cc. File

ITEM #: 35  
DATE: 04-23-19

**COUNCIL ACTION FORM**

**SUBJECT:** WATER POLLUTION CONTROL FACILITY SECURITY CAMERA SYSTEM

**BACKGROUND:**

On August 14, 2018, Council awarded a contract to The Baker Group of Ankeny, Iowa, in the amount of \$64,662 for installation of a Security Camera System at the Water Pollution Control Facility (WPCF).

All work under this contract was completed in accordance with the plans and specifications on April 17, 2019. Two change orders were issued in the amount of \$19,225 for the addition of wireless bridges and an additional camera, bringing the final construction cost of the project to \$83,887.

**ALTERNATIVES:**

1. Approve final completion of the Water Pollution Control Facility Security Camera System project with The Baker Group of Ankeny, Iowa, and authorize final payment in accordance with the terms of the contract.
2. Do not accept completion of the WPCF Security Camera System project at this time.

**MANAGER'S RECOMMENDED ACTION:**

Work for the project has been completed in accordance with plans and specifications. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.



*Smart Choice*

**Public Works Department**

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

April 23, 2019

Item No. 36

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

RE: South Fork Wrap Up Financial Security Reduction #2

Ladies and Gentlemen:

Financial security on file for a shared use trail connection along Lot 7 of the 6<sup>th</sup> Addition of the South Fork Subdivision has not yet been completed. However, financial security for this shared use trail connection is already in place through a separate letter of credit. Therefore, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$21,077.00**. The remaining work covered by this financial security includes installation of public sidewalk, pedestrian ramps, and street trees.

Sincerely,

John C. Joiner, P.E.  
Director

JJ/nw

cc: Finance, Planning & Housing, Subdivision file

Description	Unit	Quantity
FRONT YARD, LOT 10, 3 <sup>RD</sup> ADDITION	SY	217
SIDE YARD, LOTS 4 & 5, 4 <sup>TH</sup> ADDITION	SY	47
SIDE YARD, LOTS 10 & 11, 4 <sup>TH</sup> ADDITION	SY	47
SIDE YARD, LOT 5, 8 <sup>TH</sup> ADDITION	SY	79
FRONT YARD, LOT 5, 8 <sup>TH</sup> ADDITION	SY	76
REMAINING STREET TREES & CONTINGENCY	LS	1

## Staff Report

**AMES PLAN 2040 UPDATE- WORKSHOP #3  
Scenario Analysis Task Description**

April 23, 2019

**BACKGROUND:**

City Council received an update on April 2nd from RDG on the emerging themes from the public engagement phase of the project and initial population projections in support of moving to the next major task of the project, which is scenario analysis. The RDG presentation from April 2<sup>nd</sup> is available on the [Ames Plan 2040 website](#). **City Council is asked at this meeting to provide direction to RDG on the preferred approach to conducting scenario analysis that will help inform later decisions on growth of the community as well as vision and goals for the community through 2040.**

Based upon current information on growth projections, as described by RDG on April 2<sup>nd</sup>, we reasonably forecast a 1.5% increase in population with a higher level growth rate of 2% as an option as well. Both population rates contemplate minimal change to the student enrollment numbers of ISU. The total population increases are roughly 15,000 people and 20,000 people respectively with these growth rates. Additionally, job growth is estimated at about 1% annually, or approximately a 25% increase in jobs for the City.

The scenario evaluation step will use these initial projections to consider the mix of housing, commercial, and employment land use needs for the City. RDG will continue to refine their work and assumptions for the projections during this phase as well. **The outcome of this evaluation task will be a broad analysis of growth and change to help create a comparison of options and context for selecting a preferred scenario at the end of this task.**

**SCENARIO OPTIONS:**

City Council is being asked on April 23<sup>rd</sup> to endorse an approach to scenario planning to allow for RDG to begin the next phase of the work plan. On April 2<sup>nd</sup> RDG provided a short introduction to the topic in preparation for the 23<sup>rd</sup>. City Council discussed with RDG approaches to scenario analysis that could be based on preferred land use or development “philosophies” to guide this task. Attached to this report is a memo with information from RDG on approaches that they have utilized with prior communities. This information is meant as background material to help guide a discussion April 23<sup>rd</sup> for its preferences on how to proceed. In addition to philosophies as the basis for scenarios, locational choices could be the defining approach to the scenarios evaluation. The April 2<sup>nd</sup> meeting also included a high level introduction to issues related to the expansion of the City. City Council discussed on the 2<sup>nd</sup> what were truly viable areas for growth and asked for more refined information or recommendations for expansion areas.



Staff has prepared three options for scenario evaluation in response to the information discussed on April 2<sup>nd</sup>.

### **Option 1- Infill Redevelopment Opportunities**

The City likely has opportunities to support growth within the current City boundaries and not all growth needs to be planned for with expansion of the City. Infill options were also identified in the community survey as preferred area for growth. However, staff does not believe an infill option that houses all of the projected growth is likely and some areas of expansion will also be necessary.

This scenario would include consideration of infill redevelopment opportunities. Infill can include housing and commercial activities. Staff initially recommends the basis for this scenario focused on the following areas:

1. Lincoln Way Corridor Plan Focus Areas,
2. South Lincoln Mixed-Use District,
3. East of South Duff Avenue and south of the Union Pacific railroad,
4. Campustown,
5. State nursery site,
6. Other underutilized or advantageously located commercial and higher density areas for meeting housing needs, transportation access, or commercial development needs.

### **Option 2- Comparative Land Use Concepts**

This scenario would begin with evaluation of a range of buildout concepts (philosophies) to create a comparison of land use needs and patterns for growth. This approach would consider projected development yields with different priorities for how to develop land, such as a philosophy of prioritizing one pattern or feature of development over another. Examples of development philosophies that could guide this option are conservation subdivision design, access to transportation, efficiency of development, new urbanism (village concepts), traditional suburban design features, green or sustainable development principles, housing densities, commercial areas, etc. **City Council would need to define two or three priorities to help RDG create distinct scenarios for comparison.**

This option would first focus on comparing readily serviceable areas abutting the City, typically areas previously analyzed by the City in the current LUPP as allowable Growth Areas. This exercise would establish land area needs through evaluation of identified philosophical priorities to create comparisons of scenarios. City Council would then iteratively consider where to locate planned growth as a subsequent step upon completing the first step of the evaluation with philosophical approaches. **This options consider land use preferences first and then addresses locational issues.**

### **Option 3- Location Directed Growth**

This approach is distinct in its approach to answer location related issues for significant growth assumptions first, before refining details on land use planning priorities. Through the initial assessment of existing conditions, it has been identified that there are significant infrastructure needs for virtually all major potential areas of city expansion. Because of this, knowing serviceability may be a higher priority as the first step of the evaluation process compared to land use planning preferences.

The intent of this option is to look individually at the capacity and attributes of an area related to supporting 15,000 people. RDG would apply their professional expertise with a best practices or hybrid approach to identify the land use mix for each area along with major constraints to reaching the projected population total. City Council would then review the comparison of these four areas serviceability and the underlying land use assumptions before giving direction on a preferred concept.

Staff has provided an initial diagram (Attachment A) of general evaluation areas for West, East, North, and South. Staff has eliminated some areas that there are known constraints from the April 2<sup>nd</sup> presentation in an effort to focus on the potentially more viable areas. City Council with this option would endorse general areas to evaluate by RDG using a mix of land use practices that they deem appropriate to each area. Each area may end up with different land use assumptions due to unique conditions or opportunities.

### **STAFF COMMENTS:**

With scenario analysis an approach must be endorsed for RDG to move forward on this important task. Essentially, City Council needs to identify what information is preferred in the first round of evaluation to guide its final decisions. **Staff has laid out Option 1 for considering infill options first which would inform land use needs for expansion, Option 2 first identifies the preferred approach to land use planning and development philosophies before vetting location preferences, and Option 3 highlights location issues first before considering detailed land use assumptions.**

**Within all of these options, staff believes that it is understood that major land use differences to be considered will focus on housing (single family and multi-family) and local/community commercial components, while the industrial and regional commercial assumptions are that the East Industrial, ISU Research Park, and 13<sup>th</sup> Street areas respectively will remain unchanged from the current the LUPP.**

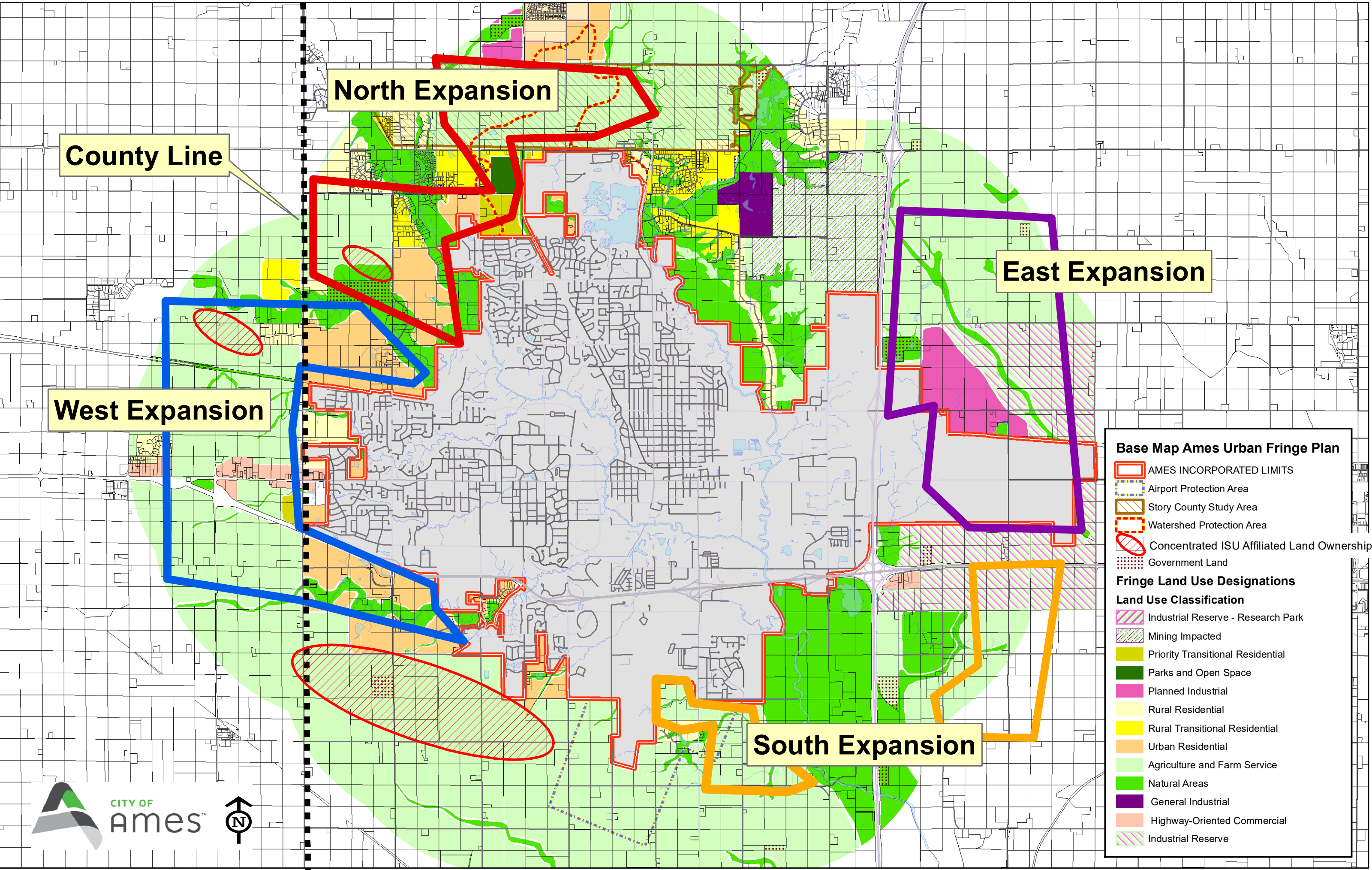
**Staff believes that choosing Option 1 and Option 3 would best serve the City at this time due to the significant unknowns about the viability of the location of growth and changes. Additionally, choosing Option 3 lets the City consider its longer term growth needs beyond 2040 by evaluating 15,000 people four different times (essentially 60,000 people), which may be important in making decisions about priorities for the next 20 years that will also influence the long term future of the**

**City. City Council would choose Option 2 if defining specific philosophies for growth up front are the priority for the City.**

**Because this direction that is being requested from RDG is an important step in the work plan of defining the scope for evaluating options before selecting a preferred option later this summer, staff would recommend that public input be taken at this meeting.**

**NEXT STEPS:**

Any of the options listed above will help lead to the ultimate step of selecting a preferred scenario to serve as the basis for writing the Plan. City Council will receive information on the evaluation of scenarios this summer. City Council will then consider the comparisons and provide direction of how to refine the options into a preferred scenario. This scenario task is expected to be completed within the next six months. In addition to the comparative analysis of the scenarios, City Council will also begin discussion this summer of its vision and goals for the City and how these interests will help shape a preferred scenario as well.



North Expansion

County Line

East Expansion

West Expansion

South Expansion

Base Map Ames Urban Fringe Plan

- AMES INCORPORATED LIMITS
- Airport Protection Area
- Story County Study Area
- Watershed Protection Area
- Concentrated ISU Affiliated Land Ownership
- Government Land

Fringe Land Use Designations

Land Use Classification

- Industrial Reserve - Research Park
- Mining Impacted
- Priority Transitional Residential
- Parks and Open Space
- Planned Industrial
- Rural Residential
- Rural Transitional Residential
- Urban Residential
- Agriculture and Farm Service
- Natural Areas
- General Industrial
- Highway-Oriented Commercial
- Industrial Reserve

**TO:** Mayor and City Council

**FROM:** Kelly Diekmann, Planning & Housing Director

**DATE:** April 16, 2019

**SUBJECT:** Ames Plan 2040 Scenario Planning Background

In accordance with the consultant's work plan, the next step following the Ames Today/Public Engagement phase of the Ames Plan 2040 project is Scenario Analysis. Prior to starting this phase, the City Council is being asked to provide direction to RDG at its April 23<sup>rd</sup> meeting on the preferred approach to scenario analysis. The Scenarios task is intended to help provide a broad evaluation of a number of alternatives for the City's growth and change over the next 20 years. Ultimately, the goal at the end of this task is for the City to identify a preferred option on both the locations of growth and the anticipated types of development that the City would support for those areas. The preferred option will then become the basis for formulating the actual new Plan.

At the April 2<sup>nd</sup> workshop the concept of scenarios was discussed in preparation for the April 23<sup>rd</sup> meeting. RDG has conducted scenario analysis a number of different ways to assist cities in preparation of a comprehensive plan. RDG introduced at the April 2<sup>nd</sup> workshop the concept of using "philosophies" on growth to help shape the evaluation of scenarios. For the purpose of this discussion, philosophy is equated with assumptions on the land use mix and primary layout elements of development that affect the amount of land needed in an area for growth. Generic examples of philosophies could include prioritizing conservation principles, housing density, mix of housing types, efficiency, green/sustainable design, transportation access, market demand, new urbanism (village concepts), suburban, etc. Attached to this memo are examples from RDG of prior work they have done for other cities in regard to applying philosophies/approaches to analyzing growth within scenarios for Oklahoma City, Cedar Rapids, and Brookings South Dakota.

Examples of "philosophies" in the current LUPP would be the embodiment of the vision statement in our land use concepts for a preference for village development, commercial areas, conservation planning, and also support for suburban development options. Rarely does a City choose one overarching philosophy for all development in a City due to multiple interests and locational differences within a city. It is common that a hybrid expectation materializes out of the evaluation or discussion on the needs of a community.

Scenarios analysis for Ames must also include a locational or directional growth element as was also discussed on April 2<sup>nd</sup>. Philosophies alone are not likely to address core issues about where and how to grow due the known constraints to growth around the City. An assessment of locational differences of similar growth assumptions may be the more significant component of the Scenario analysis task compared to philosophies. Addressing infill opportunities is likely a separate scenario from the evaluation of the expansion of the City outward.

Council will receive additional information on Friday in preparation for the 23<sup>rd</sup> meeting about a recommended approach to the task. City Council will then review information from RDG about the scenario options on the 23<sup>rd</sup> and provide direction to RDG on a preferred approach to the scenario task.

LIVE.  
GROW.  
BELONG.



## Workshop #3: Land Use Projections and Scenarios

April 23, 2019



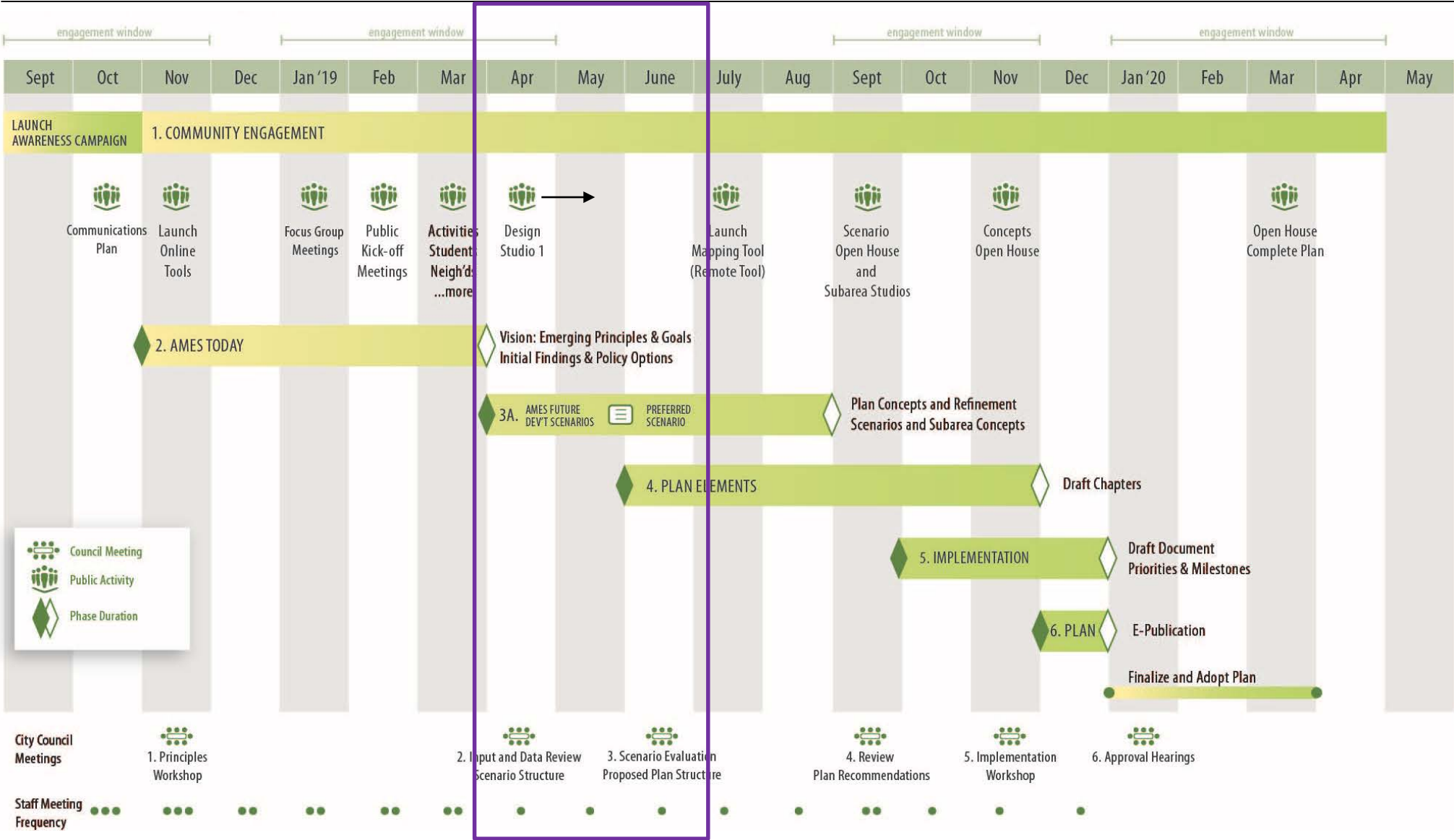




**Scenarios: April to August**



# Schedule



## SOUND BITES

**April –**  
Council to provide direction for developing scenarios. RDG to then prepare concepts.

**May/June–**  
Public event to contribute to emerging scenarios.

**June/July –**  
Evaluating outcomes of scenarios and providing [re]direction for refinement.

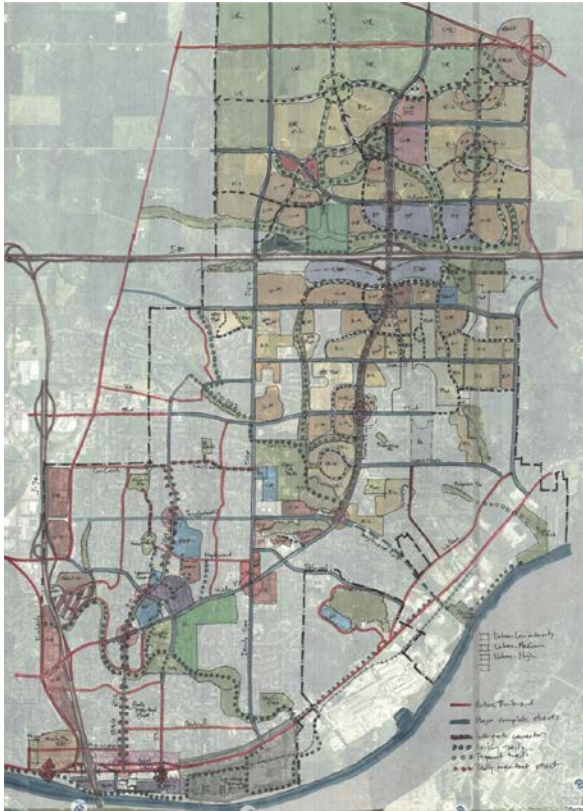


# Tasks> Examples

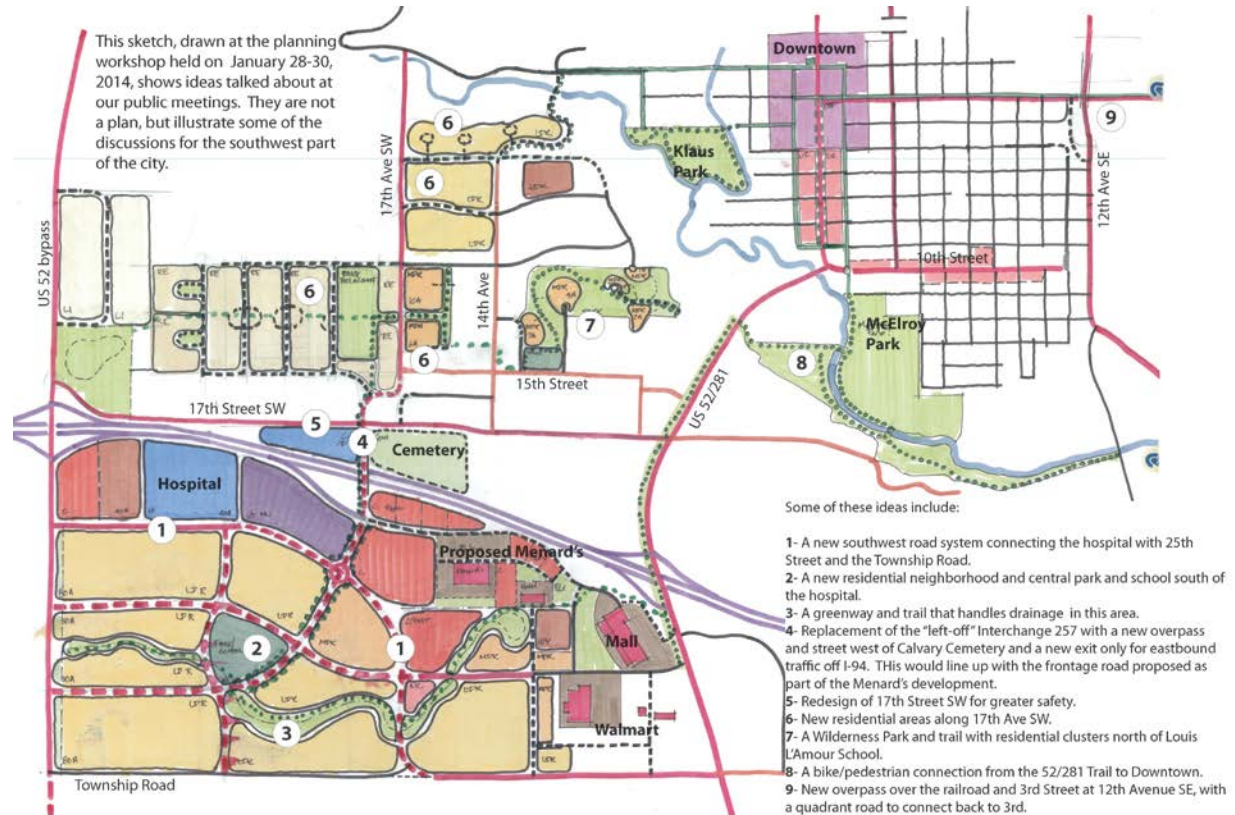
**April/May:** Concepting

**June:** Evaluating scenarios to identify a preferred land use concept.

**July- September:** Refining the preferred concept.



Developing possible future land use designs that will be evaluated in June.



Preparing supportive narrative that identifies land use and connectivity. Initial evaluation will include possible yields for residential/commercial/industry while identifying space for conservation/parks and constraints.



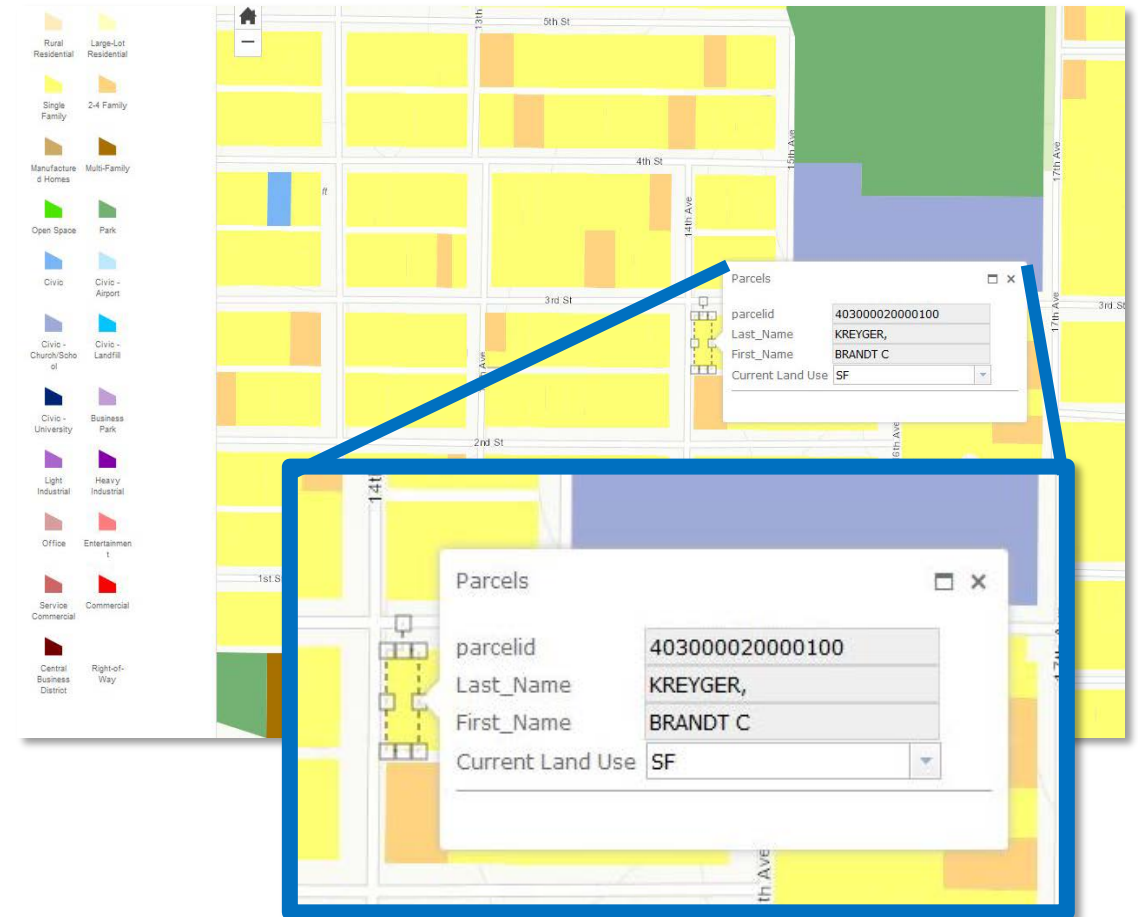
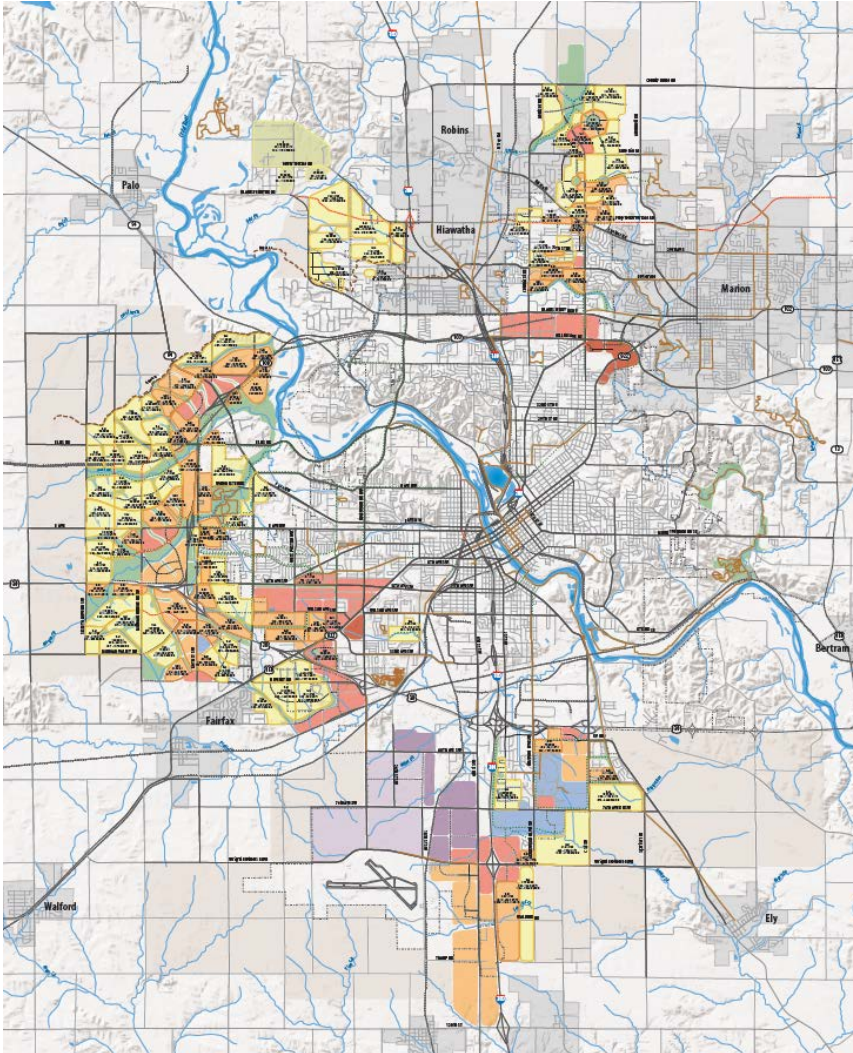


# Tasks – Refine Concept to GIS

**August:** Refining the concept to GIS.

**Sept-Dec:** Refining the concept more, if desired.

**Fall:** Advancing the details of the plan.





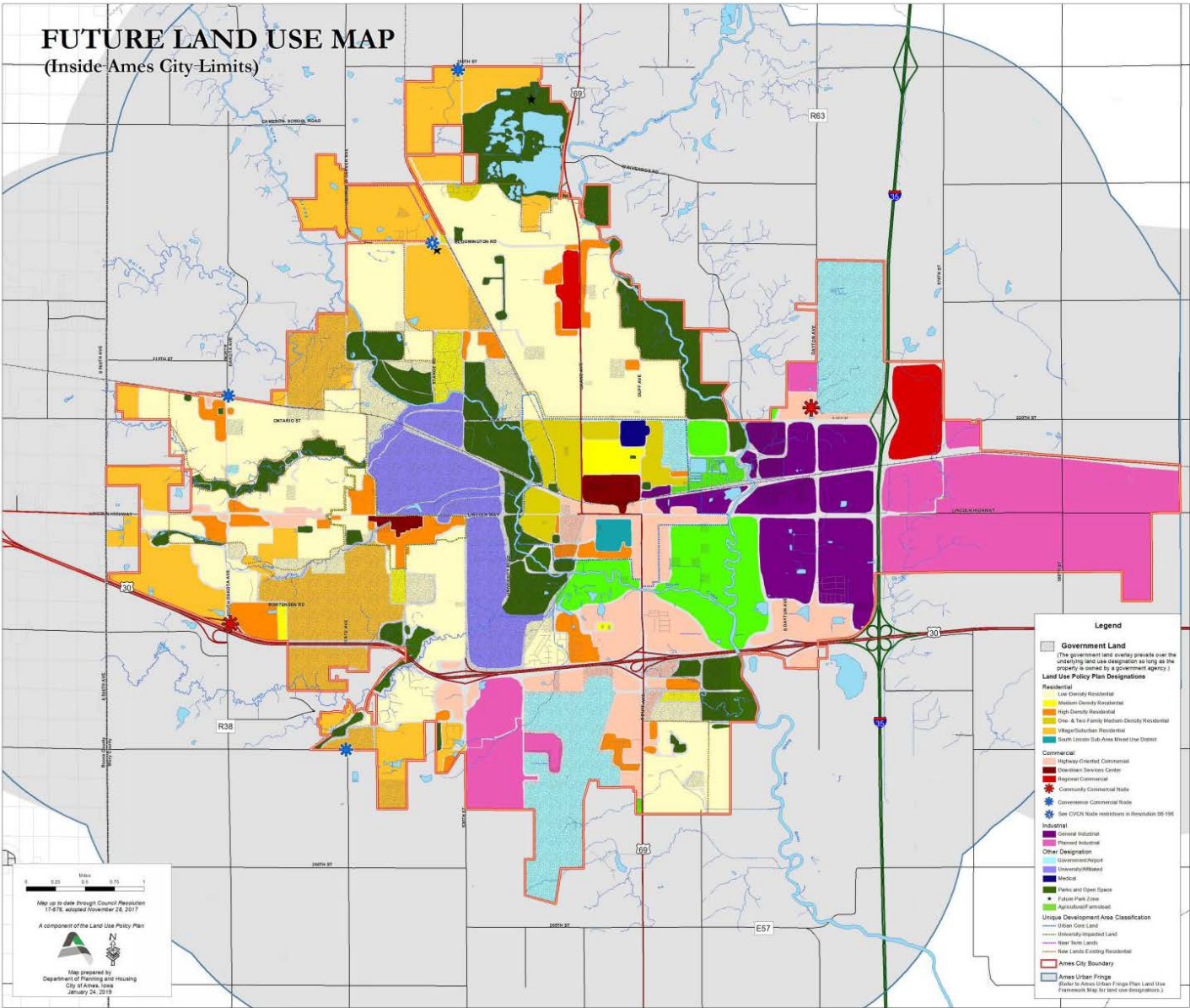
**Land Use Planning Philosophy/Approaches**



# Ames Plan 1997 > Current Approach

## NEW LANDS POLICY OPTIONS.....

- Delineation.....
- Village Residential.....
- Suburban Residential.....
- Commercial Expansion Areas.....
- Neighborhood Commercial.....
- Convenience Commercial Nodes.....
- Community Commercial Nodes .....
- Regional Commercial .....
- Industrial Expansion Areas.....
- Planned Industrial .....
- General Industrial.....



# Land Use Scenario Demonstrations

---



## AMES - 1997

Traditional-  
Identified growth  
capacity, preferred  
areas



## OKLAHOMA CITY

Trends Model  
Trends+Market Model  
Market+Efficiency+Revitaliz  
ation

SELECTED:  
Trends+Market



## CEDAR RAPIDS

Business-as-usual  
Urbanism Priority  
Conservation (site  
layout) priority

SELECTED: New  
Hybrid



## BROOKINGS, SD

Preferred Concept  
with Refinement

SELECTED: No Scenarios,  
just refined a preferred  
concept







planokc  
planning for a healthy future

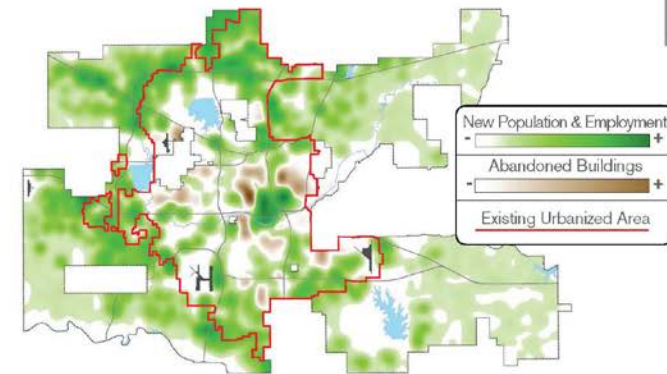


# planOKC: Land Use Scenario Approach

## SCENARIO A (Past Trends Continued)

This scenario assumes that development patterns over the past 20 years will continue. The city would continue to spread out in a somewhat casual, spontaneous way, with most new housing (75%) located in single-family-detached subdivisions on medium or large lots.

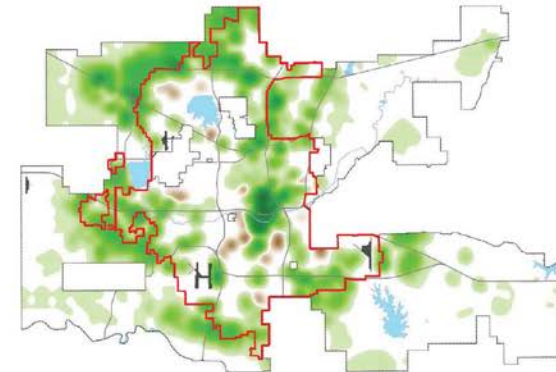
Workplaces would be located relatively far from homes, meaning commute times would be a little longer than they are now. New commercial development would most often be located at the corners of busy streets, and would not be easily accessible from nearby neighborhoods except by car. City services and infrastructure would have to be extended farther into undeveloped areas. Only a small amount of redevelopment and infill would occur in existing neighborhoods, and decline and abandonment will continue in areas currently experiencing these challenges.



## SCENARIO B (Trends+Market+Efficiency)

This scenario is influenced by past development patterns, but it assumes that new development is located near existing infrastructure and services like streets, water, police, and fire. It is also shaped by expected housing needs based on changing demographics. Single family lot sizes would be a little smaller on average so that they more closely match what residents say they want according to the 2013 Housing Demand Study.

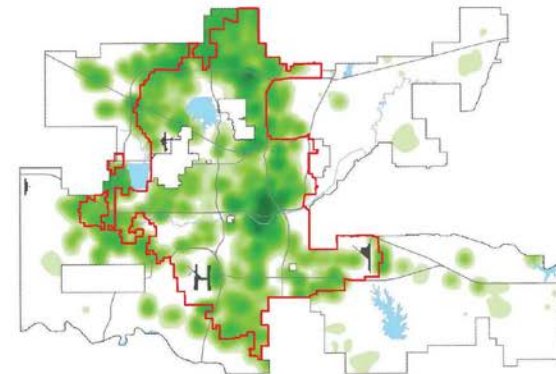
Mixed-use nodes and corridors that integrate commercial and residential development are more prevalent, making it possible to bike, walk, or ride transit to multiple destinations. A more compact development pattern means workplaces and homes would be closer, allowing for shorter commutes. There will be some redevelopment in urban neighborhoods; however, some decline and abandonment would continue to occur.



## SCENARIO C (Market+Efficiency+Revitalization)

This scenario illustrates efficiency and high performance for residents, public services and infrastructure. It does not reflect past land development trends but instead optimizes the location and density of new development to reduce cost and negative impacts of growth. It accomplishes this while reflecting citizens' desires for adequate housing of all types, including medium- and large-lot single-family-detached homes. This scenario still assumes that most (67%) new homes would be single-family-detached, but lot sizes would be a little smaller on average.

More new development would be concentrated into and around mixed-use nodes and corridors. Workplaces, homes, parks, and stores would be closer to each other, and streets and sidewalks would be more connected, allowing for even shorter commutes and more walkable neighborhoods. High amounts of rehabilitation and redevelopment would be expected to occur in existing neighborhoods, leading to a turnaround in currently challenged areas.





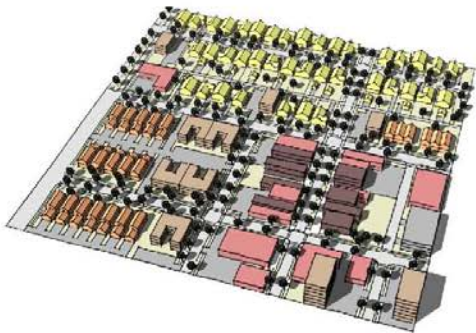
# planOKC: Land Use Scenario – Development Patterns



# planOKC: Demonstration of Land Use Typology Area (LUTA)

## URBAN – MEDIUM INTENSITY LAND USE TYPOLOGY AREA (UM)

UM applies to fully urbanized areas of the city, most of which were built prior to the 1960s. Developments are expected to be larger in scale and have greater intensity and mixture of uses than developments found in UL. Development within UM areas should support efficient transit usage and provide pedestrian and bicycle access to retail, services, parks, and other destinations. Priorities for the UM areas include “infill” development on vacant lots, rehabilitation of underutilized property, and development that supports revitalization of distressed neighborhoods.



### DENSITY RANGE

Target Density Range	10 – 40 du/acre
Minimum Density	7 du/acre
Non-residential Floor to Area Ratio (FAR) Range	0.40 – 1.20, typical FAR of 1.0

### DEVELOPMENT POLICIES

#### 1.0 Site Design, Building Form, and Location

##### 1.1 SITE DESIGN

- Avoid developing within 100 year floodplains or floodways.
- Maintain historical lot and block sizes where possible and appropriate.
- Utilize Best Management Practices (BMP) for stormwater.
- Structured parking may be appropriate to achieve desired intensity levels.
- Incorporate commercial uses at street level to maintain an active, pedestrian friendly streetscape.
- Design buildings to include facades, storefront windows, and attractive signage and lighting to create pedestrian-scale visual interest.

##### 1.2 LOCATION

- Locate large-scale commercial and office development on arterial streets.
- Mixture of density, lot size and building scale is appropriate as long as land use compatibility is achieved.

#### 2.0 Automobile and Pedestrian Connectivity

##### 2.1 AUTOMOBILE CONNECTIVITY

- Maintain and enhance the connectivity of the street network.
- For projects on sites 5 acres and larger that propose new public or private streets, maintain, create, and enhance an overall network that is highly connected, and avoid dead end streets and cul-de-sacs.
- Protect existing traditional street grid and reconnect it where possible.
- Keep alleys open and functional.
- Limit curb cuts on arterial streets and where possible, concentrate access for retail development at shared entrance points.
- Development fronting arterials should take access from intersecting streets where possible.
- Primary entrance points should be aligned with access points immediately across the street.

##### 2.2 PEDESTRIAN CONNECTIVITY

- Provide sidewalk connections to nearby uses.
- Discourage widening of neighborhood streets and increasing curb radii.



### URBAN – MEDIUM INTENSITY CHARACTER

Small lot single family, multifamily buildings, and urban commercial districts are representative of the UM Typology.



# EnvisionCR



# EnvisionCR Scenarios

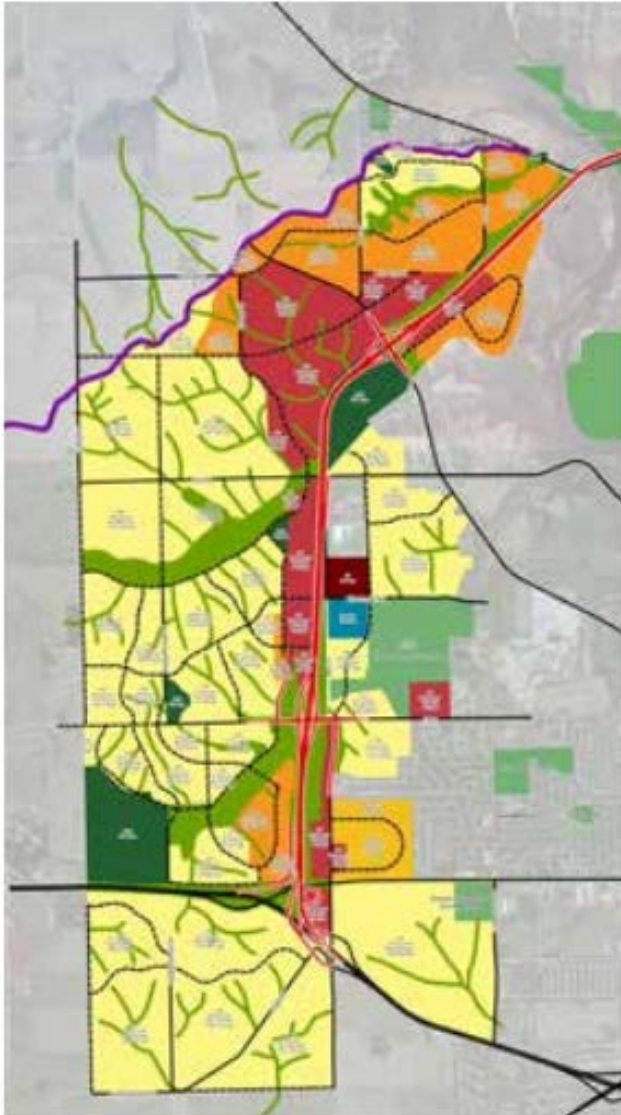
STANDARD  
DEVELOPMENT PRACTICES



URBANISM



CONSERVATION



- Low Density Residential
- Medium Density Residential
- Mixed Use
- Open Green Space
- Park

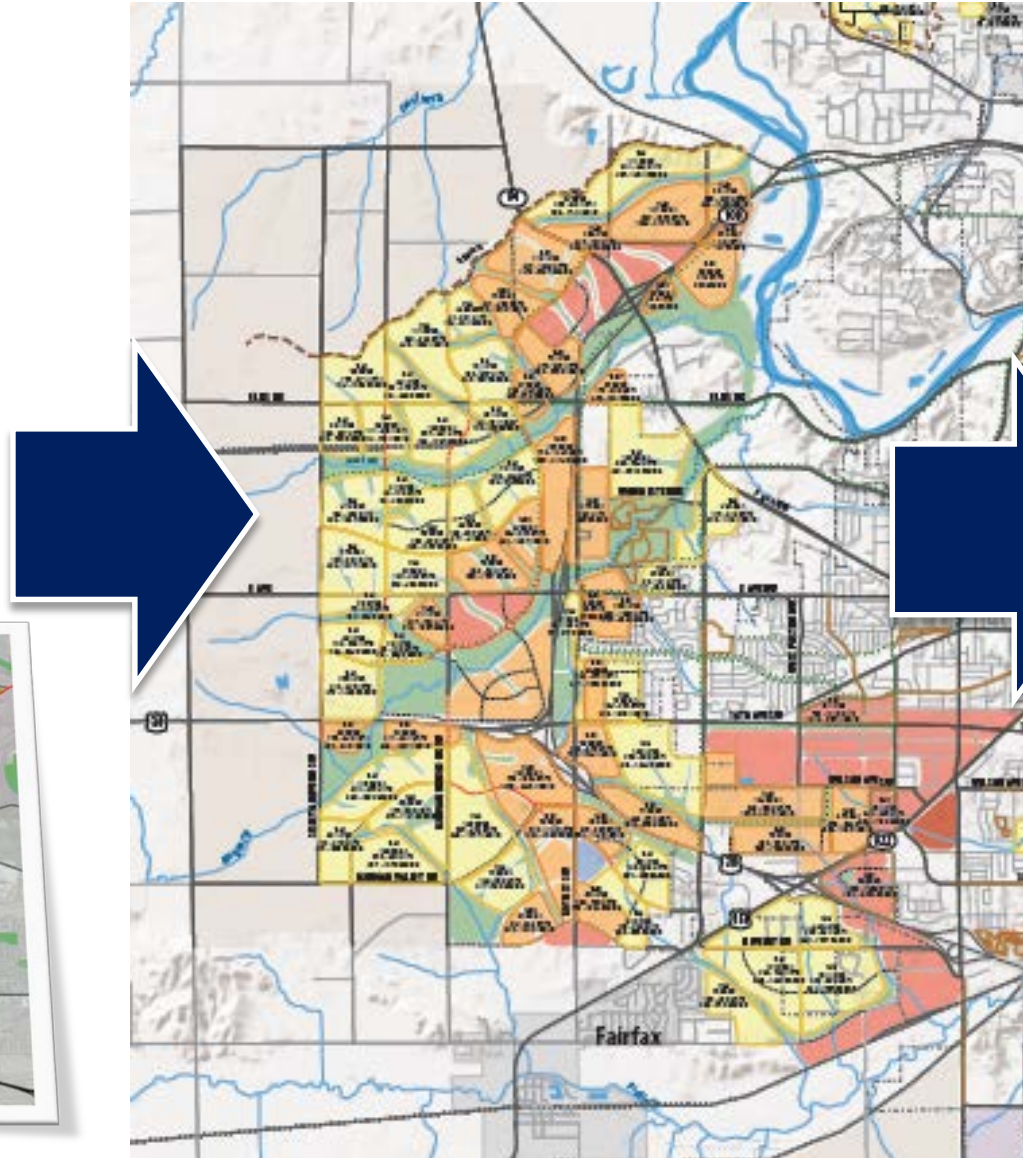
Initial concepts  
which were  
then evaluated  
for advantages  
and  
disadvantages.



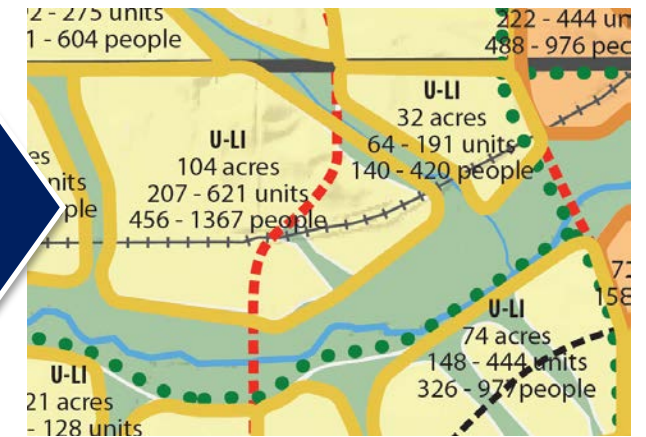
# Concept Refinement > Hybrid Model

[May/April/June]

[July-August]



New hybrid concept prepared after review.



Additional refinement adopted an intensity-based land use approach

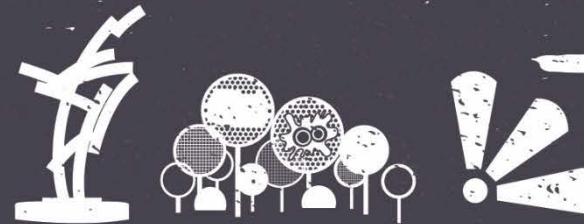


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# brookings

## SOUTH DAKOTA

comprehensive plan



[Home of South Dakota State University]

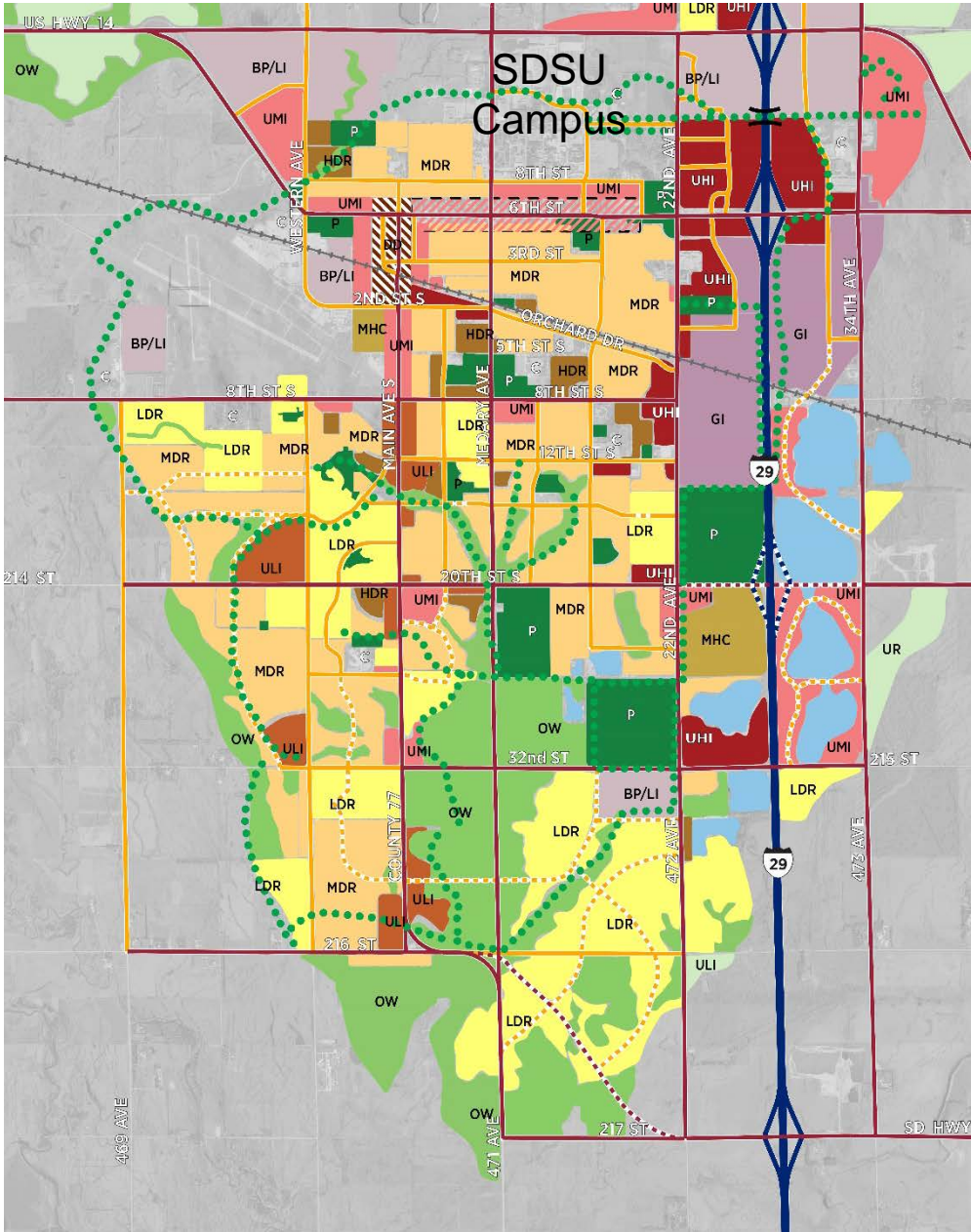








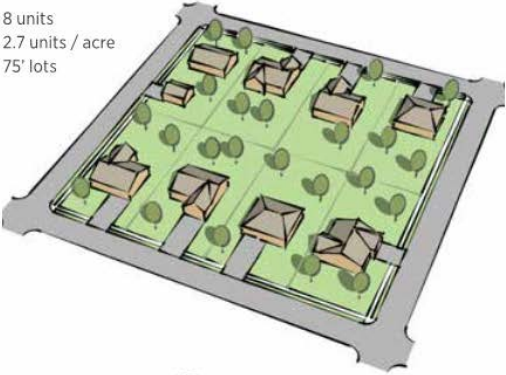
# Brookings > Future Land Use Plan



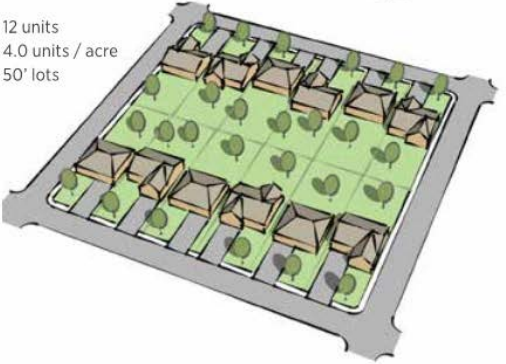
# Brookings Plan > Use and Density

## SINGLE FAMILY DETACHED

8 units  
2.7 units / acre  
75' lots



12 units  
4.0 units / acre  
50' lots

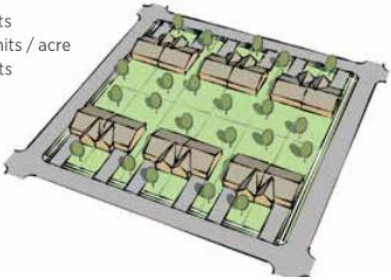


16 units  
5.4 units / acre  
40' lots

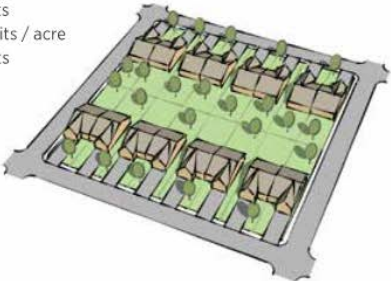


## SINGLE FAMILY ATTACHED

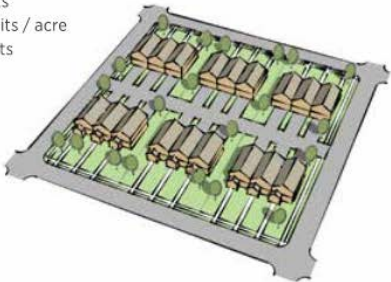
12 units  
4.0 units / acre  
50' lots



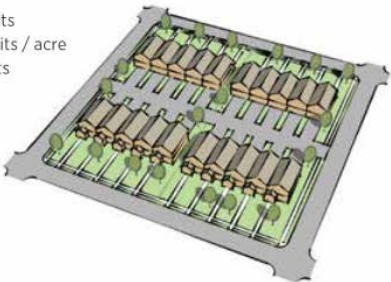
16 units  
5.4 units / acre  
40' lots



18 units  
6.0 units / acre  
35' lots

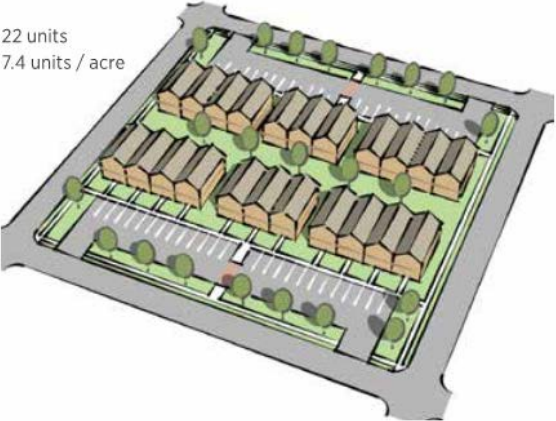


20 units  
6.7 units / acre  
30' lots

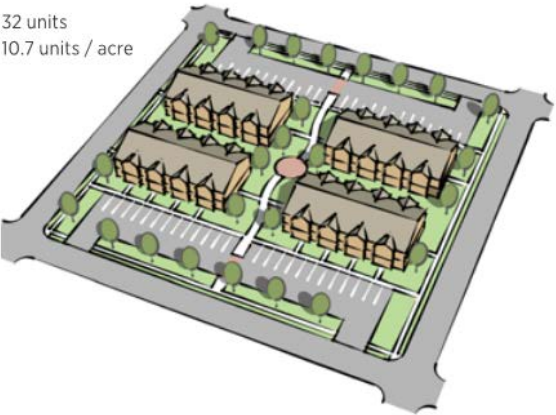


## MULTI-FAMILY

22 units  
7.4 units / acre



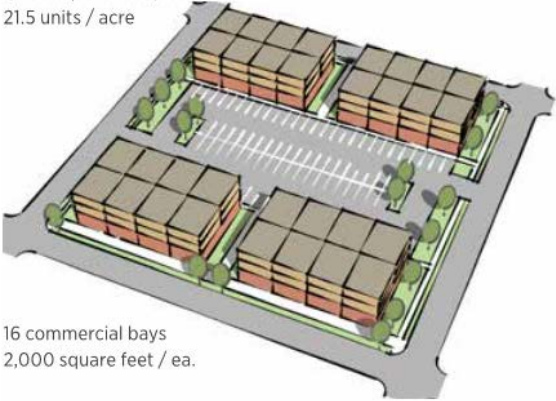
32 units  
10.7 units / acre



96 units  
32.2 units / acre



64 units residential  
1,000 square feet / ea.  
21.5 units / acre



16 commercial bays  
2,000 square feet / ea.



# Possible Council Direction – Part 1

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## POSSIBLE DIRECTION FROM CITY COUNCIL

### 1. Yes, we want to look at scenarios to compare approaches.

- Use example from Cedar Rapids or Oklahoma City
- This may possibly result in a new approach to future land use policy.

### 2. Yes, we want to look at scenarios focused on locations.

- We want to use a baseline concept and use best practices in land use planning for a new concept. (Brookings Example)
- This approach may align closer to our current future land use policy.

Both approaches result in preliminary concepts that will be reviewed in June and be refined through August. Both options would ultimately include locational components.



**COUNCIL ACTION FORM**

**SUBJECT:**        **HEALTHY LIFE CENTER UPDATE**

**BACKGROUND:**

At its April 9, 2019 meeting, Council was presented with over \$5.8 million in proposed savings to the original proposal for the Healthy Life Center (HLC). These cuts resulted in an estimated cost of \$44,808,155 for the revised project. Council discussed the proposed savings and felt changing the building method and materials may not represent the quality the City is striving for in this newly constructed building. There were also concerns regarding changing the building layout that was presented to the community and potential donors.

Council then directed staff to do the following:

1. Start with the original building proposal, include three high school regulation basketball courts, and determine if any savings can be obtained without sacrificing quality of the building.
2. Discuss the project contingency percentage with the City's consultants and determine if this could be reduced further.
3. Finalize agreements with Story County, MGMC and Heartland stipulating the financial responsibilities for the construction and on-going operations of the HLC as well as an agreement with ISU for the HLC site.
4. Collect the signed financial pledges to verify the \$6,000,000 commitment from private donations.
5. Authorize \$7,500 from the Contingency Account to fund an informational campaign regarding the proposed HLC.

**THE ORIGINAL PROPOSAL VS. THE APRIL 9<sup>TH</sup> COUNCIL DIRECTED PROPOSAL:**

**Council will note in Table 1 that there is a substantial difference between the original financial plan for the HLC and the current proposal that the City Council is being asked to consider. Summarized below are the differences.**

- **Cost Of The Healthy Life Center**

As a reminder, the original total cost to construct the 125,619 square foot HLC was estimated to be \$48,700,000 based on 2019 dollars. Given the requirement to first pass a bond referendum and then complete the design work, the project will likely be bid in 2020. **Hence, the estimated project cost has been increased by 4% to \$50,648,000 to reflect 2020 dollars.**

- **New List Of Possible Savings**

On April 9<sup>th</sup> staff provided Council with a list of \$5,839,845 worth of reductions to the original project. In accordance with the Council's recent direction, staff has worked with RDG to identify a new list of potential savings that total \$2,028,552.

The specific list of potential reductions is shown below in 2020 dollars:

30% Reduction in Glazing	(\$ 224,640)
Three High School Regulation Courts	(\$ 160,588)
Reduce Contingency from 15% to 12%	(\$ 893,130)
Reduce Design Fees	(\$ 448,194)
Eliminate Land Purchase Cost	(\$ 312,000)
<b>Total Reduction in Project Cost</b>	<b>(\$2,038,552)</b>

RDG generally includes a 15-20% contingency at the outset of a project. As the project progresses, less of a contingency is needed. The original proposal for the HLC was 15% of \$36 million which included the construction cost (\$34.2 million) and a portion of the soft costs (\$1.8 million). The current proposal is 12% of approximately \$38 million and includes construction costs (\$33.85 million) and all of the site costs (\$4 million). The 12% is divided into 9% for design and 3% for construction. RDG is comfortable with this contingency and does not recommend going below 12%.

- **Reduction In Available Funding For Construction**

After increasing the project cost to \$50,648,000 to reflect 2020 numbers and subtracting the suggested \$2,038,552 savings in building costs, the new estimated cost for the project is \$48,609,448.

Based on the new estimated construction cost and the current commitments highlighted in Table 1, the City's Bond Issue would need to be \$28,109,448.

**Table 1**

	<b>Originally Planned</b>	<b>Current Commitments</b>
<b>Story County</b>	\$3,000,000	\$2,000,000
<b>Heartland Senior Services</b>	\$3,500,000	\$3,500,000
<b>Mary Greeley Medical Center</b>	\$7,000,000	\$7,000,000
<b>Donations</b>	\$18,200,000	\$6,000,000
<b>City of Ames (Available Balances)</b>	\$2,000,000	\$2,000,000
<b>City of Ames (Bond Issue)</b>	<b>\$15,000,000</b>	<b>\$28,109,448</b>
<b>Total</b>	<b>\$48,700,000</b>	<b>\$48,609,448</b>



- **Reduction In Operating Expenses**

City staff also reviewed the potential savings in annual operating expenses presented to Council on April 9<sup>th</sup>. Based on this review, staff believes the annual operating costs reflected in Table 2 can be reduced by \$118,008.

**Table 2**

	<b>Original Plan</b>	<b>Current Estimates</b>	<b>Proposed Reductions</b>
<b>Total Estimated Expenses In RDG Study</b>	<b>\$3,201,421</b>	<b>\$3,083,413</b>	<b>\$118,008</b>
<b>Expense Reductions:</b>			
Electrical Service	\$314,048	\$311,798	(\$2,250)
Natural Gas	\$188,429	\$187,106	(\$1,323)
Eliminate Maintenance Worker & Benefits	\$72,800	\$0	(\$72,800)
Reduce Life Guard Hours & Benefits	\$429,856	\$388,221	(\$41,635)

- **Less Deficit Support**

Table 3 shows the difference between the operating deficit support proposed in the original plan, as well as the current commitment level some Boards have agreed to.

**Table 3**

	<b>Original Plan</b>	<b>Current Commitment</b>
MGMC	10% of Aquatics Space & 40% of Dry Side Space plus 100% of their tenant space	\$105,000 annually towards the deficit <u>and</u> their tenant space, inflated 3% per year
Heartland	10% on Dry Side Space plus 100% of their tenant space	10% of Dry Side Space plus 100% of their tenant space
Story County	\$200,000 per year	\$100,000 annually inflated 3% each year
City of Ames	90% of Aquatics Space & 50% of Dry Side Space	Will be responsible for the total facility deficit minus the above revenues

**DEFICIT IMPACT ON CITY OF AMES TAXES:**

Taking into account that Story County will contribute \$100,000 less than originally planned and the \$118,008 in operational savings identified by Staff, the first year estimated deficit for the HLC as shown on Table 4 is now projected to be reduced from \$422,569 to \$404,561.

**Table 4**

	<b>Original Plan</b>	<b>Current Plan</b>
Expenses	\$3,201,421	\$3,083,413
Revenue	\$2,527,557	\$2,527,557
<b>Deficit</b>	<b>\$673,864</b>	<b>\$555,856</b>
Story County	\$200,000	\$100,000
MGMC	\$50,318	\$50,318
Heartland	\$977	\$977
<b>City of Ames Property Taxes</b>	<b>\$422,569</b>	<b>\$404,561</b>

**PROPERTY TAX IMPACT:**

The estimated cost per every \$100,000 of assessed valuation to an Ames taxpayer for the proposed \$28,109,448 bond issue and the first year operating deficit of \$404,561 is highlighted below in Table 5.

**The information provided in Table 5 is based on a 20-year bond issue, the City's tax rate for FY 2019/20, a 3.5% debt service interest rate, and the Residential Rollback Rate of 56.9180% for FY 2019/20. Please note that these numbers could be different in the future when the City bonds are actually bid!**

**Table 5**

	<b><u>Original Plan</u></b> \$15,000,000 Bond Issue + \$422,569 In Operations Deficit	<b><u>Current Plan</u></b> \$28,109,488 Bond Issue + \$404,561 In Operations Deficit
<b>For Residential Property Per \$100,000 Of Assessed Valuation:</b>		
Tax Rate Increase	47 cents	76 cents
Property Tax Increase In Dollars	\$27.02	\$43.49
Property Tax Increase in %	4.74%	7.62%
<b>For Commercial &amp; Industrial Property Per \$100,000 Of Assessed Valuation:</b>		
Tax Rate Increase	47 cents	76 cents
Property Tax Increase In Dollars	\$42.74	\$68.78
Property Tax Increase in %	4.74%	7.62%

## **RISKS ASSOCIATED WITH PROCEEDING AT THIS TIME WITH THE PROJECT:**

**Shown below is a review of the risks City Council must understand and be comfortable with before proceeding with this project!**

- **Three Year Pledges**

Under the current scenario, many of the major contributions are pledged over a three-year period. Therefore, the City Council will be asked to incur debt and obligate funds for design and construction contracts prior to receiving all of the donations. While we have the utmost confidence that the individuals who have made the pledges will follow through with their promises, there is no guarantee that the City will receive 100% of the pledged amounts.

As an update, there are still ten pledge forms totaling \$1,195,500 have not yet been signed. These signatures must be secured prior to the Council approving of the bond referendum language and giving formal approval to proceed with the HLC project.

- **Deficit**

With MGMC and Story County decisions to cap their annual contributions, only Heartland (with a 10% obligation for the Dry Side) remains responsible, along with the City, to finance any operational deficit that might occur in excess of the RDG estimates.

- **Contract Duration**

The City staff agreed to the Steering Team's request to consider assuming the responsibility for the City to own and operate the HLC based on the assumption that the two original partners, MGMC and Heartland, would continue their financial support for the projected operating deficit for as long as the facility was in operation. We have been informed that the MGMC Board has indicated its willingness to guarantee financial support for the operating expenses of the HLC only for the initial 15 years of the operation. After this time period, it will be up to MGMC whether or not to continue participating in the facility.

Should MGMC decide to leave the partnership after 15 years, the loss of their contribution will impact the Ames taxpayer who will be responsible for covering their share of the deficit.

- **Future Capital Improvements**

Rather than go back to each of the funders in the future to secure additional funding when major capital improvements are needed to replace deteriorated infrastructure/major equipment (windows, doors, roof, HVAC, etc.), a replacement account will be established as an annual operating expense to cover these costs.

It is possible that sufficient funds will not have been accumulated in this replacement account to pay for a needed replacement if some unplanned event occurs. In this instance, the City will have to pay for the improvement out of other city funds or we will have to delay a much needed improvement.

- State Legislature Action To Cap The City's Ability To Raise Property Taxes

As you are all aware, both the State Senate and House are seriously considering bills that will inhibit a city's ability to raise property tax revenues each year. If passed in their current forms, the Staff cannot guarantee at this time that we will have the authority to raise sufficient property tax revenues to cover our on-going service expenses along with the projected operating deficit related to the new HLC facility. It is anticipated that we will know the outcome of this proposed property tax cap by your May 14<sup>th</sup> meeting.

#### **ALTERNATIVES:**

- 1) Approve moving forward with the Healthy Life Center project and direct Staff to prepare the necessary language for a \$28,109,488 bond referendum for an August 6, 2019 election.

**This language can be brought back to the City Council for the May 14, 2019 meeting for final direction on whether or not to proceed.**

- 2) Do not pursue the Healthy Life Center project at this time.
- 3) Refer this matter back to staff to identify further cost reductions.

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

This report is meant to respond to the direction Council provided to staff at its April 9, 2019 meeting. With the changes requested by Council, the required bond issue will have to be in the amount of \$28,109,488.

While there are several risks associated with moving ahead with this project at this time, the Staff believes the benefits of the Healthy Life Center outweigh the potential risks. **Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 as stated above.**

City Council should understand that a special election for the HLC in August is estimated to cost \$25,000. This cost could be charged to the Contingency Account at a later date.

**COUNCIL ACTION FORM**

**SUBJECT:** ADDENDUM NO. 1 TO STORYCOMM 28E RADIO AGREEMENT

**BACKGROUND:**

In December 2018 the City, Story County, Iowa State University and the Story County 911 Board entered into a 28E Intergovernmental Agreement for 10 years to establish a process for designing and bidding for a new radio system. A copy of the original 28E Agreement is attached.

Mission Critical Partners, a radio consulting firm, was then retained for a second phase to assist with this process. ISU's Procurement Services agreed to conduct the selection and purchase process. That process has led to extensive negotiations and an intent to award a radio system purchase contract to RACOM.

The proposal from RACOM is based on a 15 year purchase and support package for the radio infrastructure and subscriber unit support. MCP has indicated that 15 years is a reasonable life expectancy for the system and, therefore, for the purchase agreement.

In order for StoryComm to take full advantage of the contract discounts, the City's agreement with StoryComm should reflect this same 15 year contract term. In order to do so, the length of the 28E agreement should be extended from 10 to 15 years.

A second issue addressed in the amendment relates to the ownership of devices purchased through StoryComm. It is the intent of the parties that radios purchased by the City should be the property of the City, irrespective of whether they are purchased directly from the vendor or through StoryComm.

**ALTERNATIVES:**

1. Authorize the 28E Addendum Number 1 thereby extending the 28E agreement to 15 years and assigning ownership of radios to the participating entity making the purchase.
2. Do not authorize the 28E Addendum Number 1, thereby not extending the 28E agreement to 15 years or assigning ownership of radios to the participating entity making the purchase.

**CITY MANAGER'S RECOMMENDED ACTION:**

The City will greatly benefit in this joint effort with other agencies to acquire and operate a new interoperable communications system. The proposed contract terms appear to be

beneficial to the City. Extending the 28E agreement to 15 years will allow the city to capture the full benefit of contract discounts and support for the life of the system. The addendum to the 28E Agreement will also ensure that ownership of radios is determined in a clear and unambiguous manner.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving Amendment Number 1 to extend the 28E agreement to 15 years and assign ownership of radios to the participating entity making the purchase.



**AMENDMENT NO. 1**  
**To**  
**28E Agreement**  
**For**  
**AN INTERGOVERNMENTAL AGREEMENT BY THE CITY OF AMES IOWA,**  
**STORY COUNTY IOWA, THE STORY COUNTY 911 SERVICE BOARD, AND IOWA**  
**STATE UNIVERSITY FOR THE OWNERSHIP AND OPERATION OF AN**  
**INTEROPERABLE COMMUNICATIONS SYSTEM**  
**Dated December 11, 2018**  
**Iowa Code Section 28E.12**

This AMENDMENT No. 1 is by and among the City of Ames, Iowa, the County of Story, Iowa, the Story County 911 Service Board, and Iowa State University of Science and Technology, (collectively, “the Parties”) and amends the Intergovernmental Agreement by the City of Ames Iowa, Story County Iowa, The Story County 911 Service Board, and Iowa State University For The Ownership And Operation Of An Interoperable Communications System entered into by the Parties on December 11, 2018 (“28E Agreement”). In consideration of the mutual covenants herein made, the Parties agree as follows:

**SECTION 1. PURPOSE OF AMENDMENT**

1. Parties agree that an amendment should be made to the Termination section of the 28E Agreement in order to extend the minimum ten year operating duration to fifteen years.
  - a. The Termination section of the 28E Agreement is amended to replace “for a period of ten years after its effective date” with the following: “until fifteen years after final acceptance of the permanent interoperable communications system”.
2. Parties also agree that the 28E Agreement should clarify ownership of certain items being purchased in connection with the interoperable communications system
  - a. Subsection B of the Financing section of the 28E Agreement is amended by adding the following after the last sentence: Non-infrastructure items (including but not limited to mobile and portable radios, consoles, related accessories, and the BeOn application) purchased through StoryComm will not be considered to be property acquired and held by StoryComm unless the non-infrastructure items were purchased for use by StoryComm. An entity which provides its own funding for the purchase of non-infrastructure items for its own end-users will acquire ownership to said non-infrastructure items at the time of delivery to the entity. An entity may also fund the purchase of non-infrastructure items on behalf of another entity and its end-user; the entity funding the purchase may elect to own the purchased non-

infrastructure items in its name or allow the other entity to own the items in the other entity's name.

SECTION 2. AMENDMENT ALLOWED. The 28E Agreement provides for this Amendment with an affirmative, unanimous vote of the voting members of the Board of Directors. All other terms and conditions of the 28 Agreement shall remain in full force and effect except as specifically modified by this Amendment.

*Remainder of page intentionally left blank*

IN WITNESS WHEREOF, THE CITY OF AMES, IOWA EXECUTES THE  
INTERGOVERNMENTAL AGREEMENT AMENDMENT, EFFECTIVE \_\_\_\_\_,  
2019.

BY: \_\_\_\_\_  
(print name)  
\_\_\_\_\_ Mayor

ATTEST: \_\_\_\_\_  
(print name)  
\_\_\_\_\_ City Clerk

**ACKNOWLEDGEMENT BY NOTARY**

STATE OF IOWA     )  
                                      )ss.  
STORY COUNTY     )

**On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being sworn, did say that they are the Mayor of Ames, Iowa and City Clerk of Ames, Iowa respectively; that the seal affixed hereto is the seal of said City of Ames, Iowa; that said instrument was signed and sealed on behalf of the said City of Ames, Iowa by authority of its City Council and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said City, it and by them voluntarily executed.**

\_\_\_\_\_  
Notary Public in and for Story County  
And State of Iowa

**AN INTERGOVERNMENTAL AGREEMENT BY THE CITY OF AMES IOWA, STORY  
COUNTY IOWA, THE STORY COUNTY 911 SERVICE BOARD, AND IOWA STATE  
UNIVERSITY FOR THE OWNERSHIP AND OPERATION OF AN INTEROPERABLE  
COMMUNICATIONS SYSTEM**

THIS AGREEMENT is made and entered into the 1<sup>st</sup> day of December, 2018, pursuant to Iowa Code Chapter 28E, by the City of Ames, Iowa, (hereinafter CITY), Story County, Iowa, (hereinafter COUNTY), the Story County 911 Service Board (hereinafter 911 BOARD), and Iowa State University of Science and Technology (hereinafter ISU), for the combined use and benefit of all parties.

**PURPOSE**

The purpose of this Agreement is to gain economy of operations allowing the parties to purchase the land, equipment and services that will serve as the backbone of an interoperable communications system for participating public safety and public services agencies throughout Story County, and then to operate that system, including the on-going maintenance and improvement of the system, for the benefit of the parties. Interoperable communication systems generally include radio, paging, cellular, and similar systems and technology designed to allow public safety and public service agencies to communicate among themselves and with each other.

**BACKGROUND**

The parties to this Agreement have recognized that the interoperable communications system that currently provides service to the public safety and public service agencies throughout Story County no longer meets the requirements of the users and needs to be replaced. The parties also recognize that by working together each of the parties will acquire cost effective access to a new system.

In September 2017, the 911 BOARD entered into a contract with Mission Critical Partners (hereinafter referred to as MCP) of Port Matilda, PA, for an interoperable communications systems needs analysis study for all public agencies in Story County. MCP delivered a final report on that study in December 2017. The report called for the replacement of the current interoperable communications system with a new system by joining one of the existing or developing regional radio systems in Iowa. In January 2018, the parties to this Agreement joined together to extend the contract with MCP to, among other requirements, develop and design a functional interoperable communications system, assist in the preparation of comprehensive specification documents for that system, assist in the preparation, solicitation and review of proposals, and coordinate a final contract agreement with the successful vendor. Those processes are underway.

**LEGAL STATUS**

A separate legal entity under Iowa law is created through this Agreement by the parties to be known as StoryComm (hereinafter StoryComm) to accomplish this purpose.

## **ORGANIZATION AND ADMINISTRATION**

### **A. Membership and Governance**

There is hereby created a StoryComm Board of Directors (hereinafter BOD) which shall be operated and governed pursuant to this Agreement.

StoryComm BOD shall comprise three voting members and three ex officio members. CITY, COUNTY and ISU shall each have one voting representative on the BOD. The parties anticipate that the voting members will be senior members of the entity that they represent with decision making authority. The 911 BOARD shall have three ex officio members who will not be voting members. The 911 BOARD members shall be the three permanent members of the 911 BOARD's executive committee. The parties believe that the representatives of the 911 BOARD will work more closely with the interoperable communications system and its users on a day-to-day basis and will be able to advise the voting members.

The BOD may from time to time establish subcommittees to accomplish specific tasks or meet needed goals. The BOD shall establish the membership, duties and duration of any subcommittees. Subcommittee members may include anyone that the BOD deems necessary to accomplish the goals of the subcommittee, including both representatives from the parties to this Agreement and others who are not representatives of the parties. Members of the BOD may also serve on subcommittees.

### **B. Powers**

The BOD shall have the authority to make managerial decisions necessary to accomplish the purposes of this Agreement and to exercise any power, privilege or authority exercised or capable of exercise by the party represented including but not limited to: adopting rules, policies and procedures for the operation of StoryComm and the interoperable communications system; entering into contracts for the purchase or lease of land, goods and services; paying debts, borrowing, holding and investing funds; acquiring and holding state and federal licenses; hiring staff or contract for support services; arranging annual financial audits; and establishing a budget, to further the purpose of this Agreement.

### **C. Meetings**

The BOD shall meet at least once each calendar year and at such other times as deemed necessary or desirable. A special meeting may be called by any of the three voting members of the BOD.

For the purposes of coordinating the activity of StoryComm, one of the three voting members of the BOD shall act as chair. The position of Chairperson of the BOD shall be selected by the three voting members of the BOD on a majority vote on an annual basis.

All meetings shall be governed by the parliamentary procedures set forth in Robert's Rules of Order. A quorum requires that all three voting members be present, either in-person, by phone, or electronically. Each of the three voting members shall be entitled to one vote, and decisions of the BOD shall require a unanimous vote unless provided otherwise in this Agreement.

Because StoryComm is created by four public entities and will have the authority to establish a budget and make other recommendations, the BOD shall be deemed to constitute a

governmental body subject to Iowa open meeting and open records laws (Iowa Code Chapters 21 and 22). The Chairperson, through the administrative support from 911 Board, shall cause the minutes of the BOD meetings to be prepared, appropriately published and distributed to the BOD members and their participating cities' Mayors, the County Board of Supervisors, and the President of ISU.

## **COMMENCEMENT OF OPERATIONS**

StoryComm operations shall commence on a date to be determined by the BOD.

## **FINANCING**

The parties acknowledge that at the time they enter into this Agreement, MCP is actively working a Request for Proposals (hereinafter RFP) on behalf of the parties to develop the requirements for an appropriate interoperable communications system that will potentially serve all public safety and public service agencies in Story County. The responses to that RFP and the recommendation from MCP will provide the final projected costs for a new interoperable communications system. The exact costs cannot be known until the RFP process is complete. The parties will establish a final distribution of costs and process for management of the system once the final vendor is determined.

The parties agree that the following principals will govern the financing in acquisition and operation of the StoryComm interoperable communications system:

A. The parties have agreed that ISU will act as the purchasing agent in developing, processing, and reviewing the RFP being developed by MCP. The parties agree that StoryComm will accept the purchasing process of ISU as its own for purchasing activities that occur both before and after the effective date of this Agreement. StoryComm will determine the successful vendor in the RFP process and, with the assistance of ISU and MCP, will negotiate a contract with that vendor. StoryComm will enter into the contract with the vendor.

B. Costs for the infrastructure necessary to build out a successful interoperable communications system will be shared equally by the voting members of the BOD and held in the name of StoryComm. Infrastructure generally includes, but is not limited to, item such as land, towers, base stations, antennas, radio and networking management software, radio core equipment, backhaul equipment, power systems and licenses. Subscriber units, such as radio units, are not infrastructure.

C. On-going costs associated with the interoperable communications system, including system maintenance and management (both hardware and software) and replacement costs ("Operating Costs"), shall be paid from collected User Fees (as defined below). At the time the BOD establishes a budget for a fiscal year, the BOD shall establish a fee to be charged per subscriber unit ("User Fee") and determine the number of subscriber units each party and any third parties will be using in connection with the interoperable communications system in the fiscal year. Each party and any third parties shall pay the User Fee for each subscriber unit it will use in connection with the interoperable communications system in the fiscal year. The BOD shall establish a procedure for billing and collecting the User Fees.

D. To the extent possible, the 911 BOARD shall contribute toward the Operating Costs an amount at least equal to the amount allocated to tower fees in the 911 BOARD's 2018-2019



budget. Any other sources of revenue shall be applied to the Operating Costs. The BOD shall consider the availability of funds from these sources when establishing the User Fee.

E. If a party donates, or leases at no or reduced cost, land to support the infrastructure for the interoperable communications system, the value of the donated or leased land shall be offset against the amount the party owes for its share of the infrastructure costs and/or the amount it owes for User Fees.

F. StoryComm shall establish an initial budget as soon as practical after the selection of a vendor. StoryComm will operate on a July 1 to June 30 fiscal year and shall establish an annual budget by November 1 of each year for the next fiscal year.

G. StoryComm will appoint a fiscal agent to manage its day-to-day financial affairs. That may be one of the parties to this Agreement or an agent contracted for that purpose.

H. StoryComm may apply for and utilize grant funding in furtherance of the purpose of this Agreement.

I. The parties recognize that commitment of staff to support StoryComm's mission is critical. The parties agree that the BOD will make every effort to distribute the duties of StoryComm equitably and equally between the parties. Each party will be responsible for the costs of that party's staff allocated to the work of StoryComm.

### **EFFECTIVE DATE AND DURATION**

As required by Iowa law, this Agreement will be filed with the Secretary of the State of Iowa and shall be recorded in the office of the Story County Recorder. This Agreement shall be effective from and after the date on which recording is complete. This Agreement will continue in effect until terminated by one or more of the parties.

### **TERMINATION**

This Agreement may not be terminated by any of the parties for a period of ten years after its effective date except by unanimous agreement of the voting members of the BOD. Thereafter, any party may terminate this Agreement on written notice to the other parties. Written notice shall be given no later than January 1 of any given year and termination will be effective January 1 of the following year. Each party shall remain liable for its pro rata share of expenses until termination takes effect.

The parties further agree that, because of the unique and indispensable nature of the services jointly provided by this Agreement, termination may result in the disruption of services provided to the other parties. The parties may mutually agree to allow six month extension(s) to continue operation in order to permit the acquisition of funding and take into account the time needed to install a substitute/replacement system(s) by one or all of the parties.

### **DIVISION OF PROPERTY**

In the event of termination of this Agreement the parties agree that all property, tangible and intangible, acquired and held by StoryComm will be evaluated at the time of termination and, subject to the terms of the TERMINATION paragraph, a suitable distribution will be negotiated by the parties. A party may waive its rights to property, jointly acquired under this Agreement, as

the law provides.

### GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

### AMENDMENTS

This Agreement may be amended at any time by an affirmative, unanimous vote of the voting members of the BOD. Any Party desiring an amendment to this Agreement shall notify the other Parties of its desire, and the reasons for the request.

Such a request shall be in writing to the other Parties, and shall be considered by the other Parties without unreasonable delay and within no more than ninety (90) days of receipt.

### NOTICES

All notices under this Contract shall be in writing and shall be deemed to have been given: (i) upon hand delivery; (ii) the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt or (iii) if sent by email, when the recipient acknowledges having received the email. Notices shall be sent to the BOD representatives of the other Parties.

### SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their duly authorized representatives.

CITY OF AMES, IOWA

By:  Mayor

Authorized Representative

Date: 1-09-2019

IOWA STATE UNIVERSITY OF SCIENCE  
AND TECHNOLOGY

By: 

Authorized Representative

Date: 1-9-19

STORY COUNTY, IOWA

By: 

Authorized Representative

Date: 12-11-18

STORY COUNTY 911 SERVICE BOARD

By: 

Authorized Representative

Date: 1-3-19

ITEM #: 39b  
DATE: 04-23-19

## **COUNCIL ACTION FORM**

**SUBJECT:**           **CONTRACT FOR A NEW RADIO SYSTEM**

**BACKGROUND:**

For several year's City staff has been working to replace the aging voice radio system that serves all City departments and most of the public entity radio users, including emergency responders, in Story County. The City Council has received the following periodic updates on the process and highlights include:

September 2017 – The City, Story County, Iowa State University and the Story County 911 Board retained Mission Critical Partners (MCP) to conduct a radio system needs analysis. The review determines that a new radio system is necessary.

February 2018 – The City, Story County, Iowa State University, and the Story County 911 Board entered into a 28E Agreement to establish a process for designing and bidding for a new radio system. MCP is retained for second phase to assist with the process. ISU's Procurement Services agrees to conduct the purchase process.

October 2018 – Iowa State University's Procurement Services released an RFP on behalf of the City, Story County, Iowa State University, and the Story County 911 Board for a new radio system. Responses were received and reviewed in December of 2018 and January of 2019.

December 2018 – To facilitate the purchase and operation of a new radio system, the City, Story County, Iowa State University, and the Story County 911 Board entered into a new 28E Agreement and form StoryComm. The StoryComm Board of Directors has one member each from the City, Iowa State University and Story County, and three non-voting ex office members who are the permanent members of the Story County 911 Board Executive Committee. StoryComm's first meeting took place on February 1, 2019. Bob Kindred was the City's representative to StoryComm until his retirement when he was replaced by Steve Schainker.

February/March 2019 – After review and presentation to Council, StoryComm authorized ISU's Procurement Services to issue a Letter of Intent to Contract to RACOM of Marshalltown to construct a new radio system in Story County and to negotiate a contract to accomplish that purpose. RACOM has proposed a 5 tower site permanent system that will meet the coverage requirements established in the RFP and will exceed those requirements within the City and on the ISU campus.

This system will meet the standards of a public safety grade P25 system. The permanent system will take 18 to 24 months to build out.

Because the current radio vendor will be eliminating the radio system we are currently using at the end of the next fiscal year, RACOM has also proposed a temporary, transitional, radio system based on a 4 tower arrangement that will carry us to the permanent system. The temporary system should be active within six months of contract signing. It allows the City to reduce costs by eliminating use of the current radio system early in process of building out the full P25 system.

The City recognized that this project would require significant investment. Based on the cost projections provided by MCP, the FY 2018-2019 CIP included \$1,000,000 to fund the radio system infrastructure. The 2019-2020 CIP includes an additional \$1,750,000 to complete the funding of the radio infrastructure and to purchase new radios. In addition, the City's on-going costs to participate in this new radio system have been apportioned to each user department utilizing the funds that are currently budgeted to pay for our current radio system.

The contract negotiations with RACOM have concluded. These were extensive negotiations directed at achieving the best possible price and performance for the proposed system. MCP and ISU Procurement have provided a proposed contract including overall costs. The City's estimated portion of these costs are as follows:

Infrastructure	\$1,285,638
Radio consoles	\$ 369,974
Contingency	\$ 100,000
MCP Phase 3	\$ 146,998
296 radios	<u>\$ 665,317</u>
Total	\$2,567,927

This total is within the budgeted amount of \$2,750,000 available in the CIP. The payment schedule for infrastructure is as follows:

<u>Payment</u>	<u>Milestone</u>	<u>Amount</u>	<u>Projected Date</u>
Infrastructure Payment 1	Contract Signing	\$182,776	June 1, 2019
Infrastructure Payment 2	Acceptance of Temp. System	\$165,561	December 1, 2019
Infrastructure Payment 3	Acceptance of Design	\$248,342	December 1, 2019
Infrastructure Payment 4	Equipment Delivery	\$413,903	January 10, 2020
Infrastructure Payment 5	Performance Test	\$413,903	September 30, 2020
Infrastructure Payment 6	Final Acceptance	\$248,342	December 11, 2020

The payment schedule for radios is as follows:

<u>Payment</u>	<u>Milestone</u>	<u>Amount</u>	<u>Projected Date</u>
Radio Payment 1	Down Payment	\$166,329	June 30, 2019
Radio Payment 2	Delivery to RACOM	\$332,659	September 1, 2019
Radio Payment 3	Acceptance of Temp System	\$166,329	December 1, 2019

Radio payments occur early in the cycle to allow manufacturing and programming of radios in anticipation of using those units on the temporary radio system in late 2019.

In addition, the contract will require StoryComm to pay for certain operational costs over the 15 year anticipated life cycle of the new radio system. These costs involve infrastructure licensing, infrastructure maintenance, leases and support costs for tower sites. In addition to these RACOM costs, there will be expenses associated with the operation of StoryComm. These expenses include legal fees, accounting services, banking fees, and insurance. **These annual costs of operations will be allocated based on a per-radio cost, commonly referred to as a “Tower Fee.”**

**The RACOM portion of this Tower Fee is estimated at \$21.67 per month/per radio and all other costs are estimated at an additional \$17.00 per month for a total of 38.67. These estimates are based on 1300 system users. If additional users join the system, costs per radio will decline. For comparison, the current radio lease fee is \$35.50 per portable radio and the tower fee is \$21.50 for a total of \$57.00.**

The terms and conditions of the contract include performance, coverage and service guarantees, high quality equipment both for the infrastructure and the individual radios, very favorable equipment and radio pricing with discounts that will be extend to all public entities in Story County who might use the system, appropriate support and training for radio users and dispatchers, and long-term guarantees on service and costs.

As a final note, the City’s radio purchase does not include CyRide radio replacement. Should CyRide choose to use this radio system, they will have access to discounted radio pricing and the various other benefits that accumulate under this contract.

Because the contract contains some security-related information as well as some potentially confidential proprietary information of the vendor, the City Attorney is sending the contract to the Council in a separate, confidential e-mail.

#### **ALTERNATIVES:**

1. Authorize the City’s StoryComm representative to vote to approve the contract with RACOM.
2. Do not authorize the StoryComm Representative’s request and provide guidance to the staff on the next steps toward a new radio system.

**MANAGER'S RECOMMENDED ACTION:**

The City will greatly benefit in this joint effort with other agencies to acquire and operate a new interoperable communications system. The proposed contract terms appear to be beneficial to the City and in line with performance and financial expectations. Authorizing StoryComm to enter into the contract with RAYCOM will allow the City to move forward with the implementation of a new radio system.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the City's StoryComm representative to approve the contract with RACOM.



**COUNCIL ACTION FORM**

**SUBJECT:** REQUEST FROM DELLA VITI (323 MAIN STREET) TO ALLOW  
ALCOHOL SERVICE AT A SIDEWALK CAFÉ

**BACKGROUND:**

In 2017, the City Council adopted new regulations regarding Sidewalk Cafés. These regulations allow for alcohol service in certain circumstances. Establishments that, under Section 17.16 of *Municipal Code*, may allow minors on the premises are permitted to serve alcohol at their sidewalk cafés without prior special approval. These applications are approved by staff as long as the applicant obtains the appropriate Outdoor Service Privilege for its license. **Establishments that are not allowed to have minors on the premises under Section 17.16 of *Municipal Code* must request approval from the City Council to serve alcohol at their sidewalk cafés.**

Della Viti (323 Main Street) has submitted a request to implement a sidewalk café and serve alcohol at it. This establishment received Council approval to operate a sidewalk café with alcohol sales during the 2017 and 2018 sidewalk café seasons. Della Viti has a Class C Liquor License and, because a majority of its sales come from selling alcoholic beverages, may not have minors on the premises according to Section 17.16 of *Municipal Code*. Therefore, approval from the City Council is required to allow alcohol service at its proposed sidewalk café.

The sidewalk café regulations call for the City Council to consider requests from establishments in Della Viti's situation on a case-by-case basis. The Code specifies that the City Council shall consider the following factors when presented with a request:

1. **Site Conditions** – Della Viti's proposed site is open and unobstructed by existing street furniture, utility accesses, or other equipment. The proposed sidewalk café will utilize four tables and will take up five and a half feet of the 13-foot sidewalk. There is a large window in the front of the establishment that will allow staff to monitor the entire sidewalk café from inside the building. Della Viti has indicated a staff person will be dedicated to monitoring the sidewalk café.
2. **Compliance History/Staff Training** – A review of Police records indicates no liquor or nuisance violations in the past four years at Della Viti. According to the applicant, three of the five staff members have completed ServeSafe alcohol training. Additionally, all staff members of the establishment participated in Police Department ID training last year. The applicant has participated in I-PACT (Iowa Program for Alcohol Compliance Training), and has indicated that two additional staff members also intend to take the training. The applicant has stated that in-

house training continues to be conducted with staff when they are hired, which includes ID checking. Additionally, it is a policy to take IDs from every patron who enters the premises in exchange for a card which operates the wine-dispensing system.

3. **Other Factors the Council Deems Relevant** – During the review of previous requests from Della Viti, the City Council did not identify other factors to consider when weighing whether to grant approval for requests of this type. Should the City Council have specific concerns, staff could request additional information from the applicant before the Council moves forward with approving or denying the request.

In addition to the above three specific issues, the Council must take into consideration with this request, the *Municipal Code* requires that any sidewalk café at which alcohol is served must operate with additional restrictions compared to those where alcohol is not served. The additional, required restrictions that would apply to Della Viti are:

- Patron ingress and egress shall be controlled and continually monitored by staff
- No alcoholic beverages may be sold or served later than 10 p.m.
- Patrons may not consume outside beverages on the premises

Finally, the *Municipal Code* empowers the City Council to impose special conditions on any sidewalk café granted an exception to dispense alcohol if it feels such restrictions are appropriate. **No conditions were imposed by the Council in granting the 2018 approval for Della Viti.**

Upon staff review of the application materials, the application appears complete and in order. Della Viti's current Outdoor Service Privilege is valid through June 17, 2019. Because holding the appropriate liquor control license is a pre-requisite to allow alcohol service at a sidewalk café, Council approval of Della Viti's request to serve alcohol must be made subject to maintaining an Outdoor Service Privilege if it would like to continue providing alcohol service at its sidewalk café during the second half of the 2019 Sidewalk Café season.

### **ALTERNATIVES:**

1. Approve the request from Della Viti to allow alcohol service at its sidewalk café during the 2019 sidewalk café season (April through October), subject to Della Viti maintaining its Outdoor Service Privilege.
2. Refer the request to staff for additional information.
3. Deny the request.

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

The service of alcohol at sidewalk cafés is a new experience for the City. City staff has occasionally had issues with compliance at bars hosting events where alcohol is being served outside. Due to both these factors, City staff believes requests to serve alcohol outside on an ongoing basis at establishments where little to no food service will occur should be closely scrutinized.

**In this instance, the establishment has an exceptional compliance record, and has adopted procedures that maintain a safe, controlled environment where alcohol is served. The establishment has participated in additional training for its staff to maintain compliance. The application for the sidewalk café indicates a proposed outdoor service area that can be easily monitored and that does not attempt to overcrowd the area. The applicant has responded cooperatively to requests for additional information and appears to have a good understanding of the requirements in place for compliant service.**

**It should be noted that the alternatives presented indicate approval is for only the 2019 sidewalk café season (April through October, according to *Municipal Code*). Sidewalk café applications must be completed anew each season; they do not carry over from year-to-year. This follows the practice established with approval of previous requests for alcohol service at sidewalk cafes. Requiring new requests each year ensures an opportunity to review performance and impose special conditions or withhold approval if the establishment fails to meet the Council's expectations.**

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

**AMENDED**

**COUNCIL ACTION FORM**

**SUBJECT: SET PUBLIC HEARING DATE FOR SALE OF CITY-OWNED PROPERTIES AT 1228 STAFFORD AND 3305 MORNINGSIDE STREET.**

**BACKGROUND:**

As part of City's Community Development Block Grant (CDBG) Neighborhood Sustainability Program, the acquisition/reuse program component seeks to acquire single-family properties and/or lots for reuse for affordable housing to assist low-and moderate-income (80% or less of AMI) families. The program also makes health and safety repairs to the properties, as needed. Where possible, the properties are matched with eligible first-time homebuyers through the City's CDBG Homebuyer Assistance Program. **Program parameters also permit the sale of properties to qualified non-profit organizations in the community.**

CDBG funds were used to purchase homes; a two-family home at 1228 Stafford and a single-family home at 3305 Morningside Street as part of the Acquisition/Reuse Program. Both properties were vacant market rate rental housing units when purchased. The home at 1228 Stafford was purchased in 2015 for \$124,000. The structure was rehabilitated (approximately \$40,000) in anticipation to be sold as a rental housing for low income households. However, several negotiations with rental housing providers were unsuccessful. The home at 3305 Morningside Street was purchased in 2018 for \$116,000. The property had been abandoned and deteriorating for several years to a point where it is now unlivable and requires demolition. The house requires that asbestos be removed before proceeding with demolition.

Habitat for Humanity of Central Iowa (HHCI) approached staff with an interest in purchasing both properties for \$80,000 (\$40,000 for Stafford and \$40,000 for Morningside). A collaboration with Habitat for Humanity of Central Iowa would represent the endeavor between Habitat and the City of Ames. This project will allow the City to continue to address one of its priority goals outlined in the both the 2018-19 Annual Action Plan and in the 2014-2019 CDBG Consolidated Plan, which is to increase the supply of affordable housing for LMI households. Additionally, the revenue from the sale of these two properties will be program income for the CDBG program to then be reinvested in other programs, specifically the 321 State Avenue site.

Our Finance Department staff have reviewed and accepted Habitat for Humanity of Central Iowa's 2018 Annual Audit Report. Staff has found that Habitat meets the CDBG guidelines for working with nonprofits for meeting program goals. Therefore, staff is seeking Council authorization to work with the HHCI Executive Board to finalize terms and conditions of these purchases and to set April 23, 2019, as the date of public hearing.

### **ALTERNATIVES:**

1. The City Council can set the date of public hearing to sell the properties for April 23, 2019 and authorize staff to finalize terms and conditions for the sale of 1228 Stafford Avenue and 3305 Morningside Street to Habitat for Humanity of Central Iowa in the amount of \$80,000 (\$40,000 for Stafford and \$40,000 for Morningside).
2. The City Council can set the date of public hearing for April 23, 2019, but direct staff to finalize additional terms and conditions for the sale 1228 Stafford Avenue and 3305 Morningside Street to Habitat for Humanity of Central Iowa.
3. The City Council can direct the staff to seek other buyers for these two properties and set a late date of public hearing.
4. The City Council can decline to sell the properties at this time.

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

The sale of both the Stafford Avenue and Morningside Street homes to Habitat for Humanity of Central Iowa will assist the City in its efforts to continue to address the housing needs for low and moderate income first-time home buyers. Through this partnership the property on Stafford Avenue will be converted from two rental units back into single-family homeownership and a new single-family home will be constructed on Morningside Street. Although the initial investments are high, the end goal to provide quality affordable housing to families at 60% or less of the Ames Metropolitan Statistical Area (AMSA) will be met along with the City's goal to maintain and upgrade the housing stock located in our vital core neighborhoods.

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

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

Prepared by: Mark O. Lambert, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; 515-239-5146

Return to: Diane R. Voss, Ames City Clerk, Ames City Hall, 515 Clark Ave., Ames, IA 50010; 515-239-5146

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**AGREEMENT BETWEEN THE CITY OF AMES AND  
HABITAT FOR HUMANITY OF CENTRAL IOWA, INC., FOR  
PURCHASE AND REHABILITATION OF PROPERTY AT  
1228/30 STAFFORD AVENUE, AMES, IOWA**

**THIS AGREEMENT** is made and entered into between the City of Ames, Iowa, an Iowa municipal corporation ("City") and Habitat for Humanity of Central Iowa, Inc. ("Habitat"), an Iowa corporation.

**WHEREAS**, the City has utilized community development block grant funds to acquire real property for rehabilitation or construction, or both, of a home to be used as owner-occupied housing for income-qualified homebuyers to further the goals and objectives of the City's 2014-18 Consolidated CDBG plan; and

**WHEREAS**, Habitat also has the goal of providing safe and affordable owner-occupied housing to low income home buyers and is willing to participate with the City in rehabilitation or or new construction, or both, of residential structures.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I  
CITY'S OBLIGATIONS**

- A. Purchase of Property. The City has secured the purchase of property legally described as **Lot 15, Block 1, in Sunrise Addition to the City of Ames, Story County, Iowa** (also known as 1228/30 Stafford Avenue) (hereinafter "Property") and will retain ownership of that Property until sold to Habitat under the conditions described herein. The City has completed certain items on the Property prior to this Agreement. **See Attachment A** for a list of completed items.



- B. Access to Property. The City agrees to grant Habitat immediate and continuing access to the property for the purpose of rehabilitation of the property. Access for the purpose of rehabilitation shall also be granted to Habitat's agents.
- C. Technical Assistance. Upon request, the City will provide technical assistance to Habitat concerning compliance with the terms of this Agreement.
- D. Performance Monitoring. The City may inspect and monitor the performance of Habitat to determine its compliance regarding the performance standards of this Agreement. Substantial nonperformance, as determined by the City, constitutes noncompliance with this Agreement. In the event this occurs, the City shall notify Habitat of the noncompliance and provide a time limit to correct the noncompliance.
- E. Property Conveyance. The City shall convey marketable title to the property for and in consideration of Habitat's completion of housing rehabilitation on the property, payment of sums set out in Section II.A(1) and agreement to sell the property on or before September 30, 2019, to a qualified homebuyer, as set forth hereafter.

## II HABITAT'S OBLIGATIONS

- A. Compensation for Purchase.
  - 1. Habitat agrees to pay the City of Ames \$40,000.00 for the Property. Habitat agrees that it shall provide a non-refundable down payment of \$2,500.00 (6.25% of the purchase price) for the Property. This down payment shall be placed into an escrow account as a pre-condition to Habitat being granted access to the Property and Habitat shall have its financial institution verify to the City within one (1) calendar week from the date of this signed agreement that the funds have been placed in an escrow account. The total of \$37,500.00 shall be due at the time Habitat has completed all other requirements under this Agreement and acquires title to the Property. Habitat shall pay all transfer and recording expenses, including transfer taxes, any permit fees and other expenses related to the conveyance of the Property. All abstracting costs shall be the responsibility of Habitat, and not the City.
  - 2. In Kind Compensation. Habitat agrees to provide all materials, labor and services as are necessary to rehabilitate the Property to the standards described in section II.B so that it is safe and habitable for residential use.
  - 3. Property Improvements. Habitat agrees to complete all construction included on **Attachment B** by this reference made a part hereof. All property improvements shall be completed on or before August 31, 2019. Habitat further agrees that if it fails or decides to not to complete the improvements to the Property, the City of Ames will not reimburse Habitat for any cost incurred for any improvements made to the Property.

4. Property Maintenance and Utilities. Habitat shall be responsible for all maintenance for the Property (i.e., lawn care, snow removal, etc.) and shall have all utilities (electric, gas, water, and sewer) transferred into its name within one calendar week from the date of this mutually signed Agreement.
  5. Property Taxes. Property taxes until transfer of title to Habitat will be the responsibility of the City of Ames.
- B. Performance Standards. The Property shall be rehabilitated in compliance with all applicable state and local building codes and regulations, including necessary building permits as required. The development of any architectural designs, if necessary, for the project shall be the responsibility of Habitat, subject to prior approval by the City. Habitat shall submit rehabilitation improvements plans as required by City Code to the Building Inspections Division for written approval to apply for a building permit.
- C. Completion of Home Rehabilitation and Sale to Qualified Homebuyers.
1. City shall not convey title of the property to Habitat unless and until the following two actions have occurred: 1) the selected **initial** home buyer has been determined eligible by the City (Housing Division staff) and 2) the City has completed a final walk-thru of the property and verified that all repairs as outlined in Attachment B have been completed satisfactorily.
  2. Habitat shall within 45 calendar days after the approval date of this agreement, in a format prescribed by the City, provide the following documentation and information of the selected **initial** home buyer: **a)** the selected home buyer meets the eligibility requirements outlined by the City; and **b)** has an income that is at or below 80% of the Ames MSA (IA) income limits as established by HUD as outlined in **Attachment C incorporated by reference into this Agreement**. The Housing Division staff (utilizing CDBG program requirements), will verify the eligibility of the selected **initial** home buyer and notify Habitat in writing of that determination within 30 calendar days from the date of the received documentation.
  3. Habitat shall within one (1) calendar week after the completion of the rehabilitation of the property, schedule a final walk-thru with the City Housing Division to verify the rehabilitation of the property has been completed satisfactorily. Upon verification that the rehabilitation of the property has been satisfactorily completed, the City of Ames will schedule the closing date to convey title of the property to Habitat before August 31, 2019.
  4. Habitat further agrees that it will include in its mortgage documents to an eligible buyer the following language:

Borrower(s) covenants and agrees that in the event it shall desire to sell or convey the Property during the term of this Security Instrument, for a



period of ten (10) years, the Borrower(s) shall first offer the Property to Habitat for Humanity of Central Iowa, Inc. (HFHCI), or HFHCI's successor in interest, in the following manner:

Borrower(s) shall serve notice in writing to HFHCI, or its successor in interest, by registered mail, return receipt requested. The notice shall indicate that Borrower(s) desires to sell the Property. The notice shall also contain an offer to sell the Property to Lender, or its successor in interest, upon the terms and conditions as set forth in the bona fide offer.

For a period of thirty (30) calendar days after the receipt of the notice, Lender, or its successor in interest, shall have the right to purchase the Property for the same price on the same terms that the Property was sold to the Borrower(s). However, at the time of sale of the Property, all payments (excluding insurance, taxes and escrow payments used for the repair of the Property) and the added, appraised value of any permanent improvements (which have been approved by the Lender) to the property made by the Borrower(s) with their funds will be repaid to the Borrower(s). If Lender, or its successor in interest, fails to exercise the right to purchase set forth in this paragraph, Borrower(s) may sell or convey the Property to any party making a bona fide offer.

In the event Lender timely notifies Borrower(s) that it elects to purchase the Property on the terms provided in the notice set forth in the preceding paragraph, Lender and Borrower(s) shall promptly, but no later than sixty (60) calendar days after the date of notice from Lender to Borrower(s), execute such usual and customary documents as shall be required in order to consummate such transaction.

5. Habitat shall provide certification in a form acceptable to the City that the activities carried out under this Agreement will meet the objective of benefitting low and moderate income persons as defined in 24 CFR 570.208. Along with a copy of the mortgage documents sign between Habitat and the Home buyer.

- D. Completion Date and Terms. Habitat shall be permitted to commence construction as soon as their financial institution has verified to the City that the down payment has been placed into an escrow account. Habitat shall complete the construction of the Property by August 31, 2019. Habitat shall promptly sell the Property to qualified homebuyers on or before September 30, 2019.

Within thirty (30) calendar days after the closing of permanent financing and sale to the eligible homebuyers, Habitat, at its expense, shall have properly recorded any mortgage, security agreement, financing statement, purchase contract or similar document(s) required by the City.

Habitat agrees to comply with all applicable federal, state and local laws and regulations

governing the funds provided under this Agreement.

E. Insurance. During the period of this Agreement, effective as of the start date of the project, Habitat shall, at its own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Habitat shall list the City as an additional insured on said property insurance. Property damage coverage shall not be less than the current market value of the Property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverages of not less than \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence and \$500,000 property damage. Habitat shall furnish the City with a certificate of insurance. The insurance company providing the insurance must be licensed to do business in the state of Iowa and rated as A or better by A.M. Best. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. The contractor shall also give at least thirty (30) days prior notice to the City, by certified mail, return receipt requested, of any coverage to be suspended, voided, canceled by either party or reduced in coverage or in limits. Habitat shall provide Workers' Compensation insurance coverage, as required by Chapter 85 of the *Code of Iowa*, for all employees involved in the performance of this Agreement. Habitat shall furnish the City with certificates of insurance for all insurance required under this Agreement, upon request of the Housing Coordinator.

F. Audits, Inspections and Records.

1. Prior to the transfer of title of the Property and annually thereafter, Habitat shall promptly furnish to the City for its review and approval a current audit of its annual financial statements.
2. Habitat shall promptly furnish the City and HUD with such statements, records, data and information as the City or HUD may reasonably request pertaining to this Agreement.
3. Habitat shall maintain all records for ten (10) years from the date of this Agreement that are pertinent to the activities to be funded under this Agreement including, but not limited to:
  - a. Records providing a full description of each activity undertaken.
  - b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
  - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
  - d. Financial records as required by 24 CFR 570.502 and OMB Circular A-110.



- G. Homebuyer Records. Habitat shall maintain homebuyer data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, a signed and dated verification of income statement, or other basis for determining eligibility, and a description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

During the term of this Agreement, any time during normal business hours, Habitat shall make available to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Habitat's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.

Habitat shall submit a Homebuyer Completion Report at the close of the finished housing unit and/or sale to an income-qualified buyer. The completion report shall, at a minimum, include information relating to the final project costs and funding sources, and household characteristics as required by the City for reporting to HUD's IDIS system.

- H. Notices. Habitat shall direct all notices, reports, insurance policies and other communications related to or required by this Agreement to the office of the City of Ames Department of Planning and Housing, Housing Coordinator, 515 Clark Avenue, Room 214, Ames, Iowa, 50010. Notice by both Habitat and the City shall be given by ordinary mail.

Additionally, until completion of the project, Habitat shall submit quarterly reports describing progress of the project activities, which shall be due no later than ten (10) calendar days after the end of the calendar quarter.

### III NON-PERFORMANCE

- A. Performance Obligation. Until September 30, 2029, Habitat shall, in a manner satisfactory to the City, fulfill its stated purpose as outlined in II.E of this Agreement and provide continued service.
- B. Limitation on Resale. Habitat agrees the documents of the sale of the Property to the qualified initial home buyer outlined in SECTION II will include provisions to restrict any subsequent sales during the duration of this Agreement by imposing an agreed upon resale ratio that will ensure that the Property will be affordable to a subsequent home buyer who meets the income limits outlined in SECTION II of this Agreement. Habitat further agrees that if the Property is resold to **subsequent home buyers during the ten (10) year Performance Obligation**, that they must meet the requirements as set forth in SECTION II, for the remaining **period until September 30, 2029**. Habitat shall immediately notify the City that the Property is for re-sale, and following the procedures

as outline under SECTION II.

C. Limitation on Assignment.

1. Habitat shall not sell, assign or transfer any legal or equitable interest in the Property at any time prior to September 30, 2029, without written concurrence of the City. In such event, Habitat shall repay to the City the City's original purchase price of \$124,000, which shall be due in fully immediately, or if Habitat discontinues its program, Habitat shall repay to the City the City's original purchase price of \$124,000 or show proof that the Property will continue to be occupied by an eligible household, as outlined in SECTION II of this Agreement.
2. In no case shall Habitat assign its mortgage to a qualified lending institution, or any other entity, prior to September 30, 2029, without the express written approval of the City of Ames.

D. Discontinuance of Habitat. In the event Habitat discontinues its services prior to September 30, 2029, the value of the prorated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreement shall revert to the City. If said Property has been disposed of, Habitat shall reimburse the City in the amount of the current fair market value of the Property less any portion of the fair market value attributable to non-City CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings and vehicles.)

E. Default. In the event Habitat defaults in the performance or observation of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of thirty (30) calendar days after notice thereof shall have been given by the City to Habitat (or for a period of sixty (60) calendar days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period and thereafter diligently and continuously prosecutes the same to completion within such 60-day period), the City may declare that Habitat is in default hereunder and may take any one or more of the following steps, at its option:

1. By mandamus or other suit, action or proceeding at law or in equity, require Habitat to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or a violation of the rights of the City hereunder, or obtain damages caused by Habitat by any such default.
2. Have access to and inspect, examine and make copies of all books and records of Habitat which pertain to the project.
3. Declare a default with the Home Ownership Agreement and make no further disbursements, and demand immediate repayment from Habitat of any funds previously disbursed under the Home Ownership Agreement.
4. Take whatever other action at law or in equity which may appear necessary or



desirable to enforce the obligations, covenants and restrictions of Habitat hereunder, including the recovery of funds. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the City to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation, or any similar breach or violation thereof, at any later time or times.

F. Events of Default. The following, by way of specification but not limitation, shall constitute events of default of this Agreement between Habitat and the City:

1. The homebuyer has a principal place of residence at some place other than the Property.
2. The homebuyer causes or permits the Property to be damaged, in disrepair, the site of a public nuisance or otherwise the site of conditions that unreasonably interfere with the use and enjoyment of other properties in the vicinity, ordinary wear and tear excepted.
3. The homebuyer allows unauthorized persons to reside in the property without written approval by Habitat and the City of Ames.
4. The homebuyer abandons or ceases to occupy the property for more than 60 calendar days per year.

#### IV ENVIRONMENTAL, ASSESSMENT, HISTORIC PRESERVATION AND LEAD BASED PAINT

Habitat shall assist the City in complying with all applicable environmental assessments, historic preservation requirements of HUD and the State Historic Preservation Office of Iowa, and section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR, part 50) insofar as they apply to the performance of this Agreement.

#### V ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613)

- A. Restriction. Habitat agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR, part 5, subpart E, are not eligible to apply for benefits under covered activities funded by the City's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the City's CDBG programs. "Benefits" does not include relocation services and payments to which displaces are entitled by law.
- B. Covered Activities. "Covered activities" under this section means activities meeting the requirements of section 570.208(a) that either:

1. Have income eligibility requirements limiting the benefit exclusively to low- and moderate-income persons; or
  2. Are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks and parks), and that provide benefits to persons on the basis of an application.
- C. Limitation on Coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this Agreement.
- D. Compliance. Compliance can be accomplished by Habitat obtaining certification as provided in 24 CFR, part 5, subpart E, evidencing citizenship or eligible immigration status.

## VI

### TERMINATION OF AGREEMENT FOR CAUSE

If Habitat fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Habitat violates any of the terms, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Habitat of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated thirty (30) days after the giving of such notice unless such default or defaults are remedied within such cure period. The City shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied within said thirty (30) day period. In the event of such termination, Habitat shall promptly repay to the City the full grant/loan amount or that portion of the amounts that have been disbursed to Habitat prior to such termination.

## VII

### TERMINATION OF AGREEMENT FOR CONVENIENCE

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the City and Habitat shall agree in writing upon the termination conditions, including the effective date, the disposition of contract amounts and, in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Habitat shall promptly repay to the City the full grant/loan amount or that portion of the amount which has been disbursed to Habitat prior to such termination.

## VIII

### INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- A. No member or delegate to the Congress of the United States, and no resident

Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

- B. No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.
- C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Habitat, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.
- D. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal agreement, Habitat shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E. Habitat shall require that the language of this certification be included in the award documents for all sub-Habitats and that all sub-Habitats shall certify and disclose accordingly.

## IX CONFLICT OF INTEREST

Habitat covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Habitat further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Habitat.

## X GRANTOR RECOGNITION

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Habitat will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## XI



## **ASSIGNABILITY**

Habitat shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without such consent shall be void. This Agreement shall be binding upon the parties and shall inure to the benefit of the successors and assigns of the parties hereto.

## **XII HOLD HARMLESS PROVISION**

Habitat shall indemnify, defend and hold harmless the City, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Habitat's employees or agents during the performance of this Agreement.

The City shall indemnify, defend and hold harmless Habitat, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the City's employees or agents during the performance of this Agreement.

## **XIII SEVERABILITY CLAUSE**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

## **XIV LIMITATIONS OF CITY LIABILITY – DISCLAIMER OF RELATIONSHIP**

The City shall not be liable to Habitat, or to any party, for completion of or failure to complete any improvements, which are parts of the project. Nothing contained in this Agreement, nor any act or omission of the City or Habitat, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture or any association by reason of Habitat's involvement with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF AMES, IOWA

By \_\_\_\_\_  
John A. Haila, Mayor

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

HABITAT FOR HUMANITY OF  
CENTRAL IOWA, INC.

By Tom Prochnow  
Tom Prochnow, Board President

By Sandi Risdal  
Sandi Risdal, Executive Director

STATE OF IOWA, STORY COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared John A. Haila and Diane R. Voss, to me personally known, and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 19-\_\_\_\_\_ adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and that John A. Haila and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA, STORY COUNTY, ss:

On this 19 day of April, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared Tom Prochnow and Sandi Risdal, to me personally known, who being by me duly sworn, did say that they are the Board President and Executive Director, respectively, of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Tom Prochnow and Sandi Risdal acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Rachel Knutsen  
Notary Public in and for the State of Iowa



**ATTACHMENT A**  
**IMPROVEMENTS COMPLETED BY THE CITY OF**  
**AMES ON**  
**1228/1230 STAFFORD AVENUE**

1. New roof, gutters and downspout
2. Concrete repairs to front entrance, driveway, side
3. New radon system in basement
4. Updated plumbing and fixtures in upstairs apartment
5. Updated cabinetry and countertops in upstairs kitchen
6. Updated electrical throughout units
7. Fire-rated door and walls in garage
8. New water heater
9. Wired smoke detectors in both units
10. Attic insulation
11. Burning fuel certification
12. New house numbers and mailboxes
13. Painting of trim around front doors and front window



**ATTACHMENT B**  
**REHABILITATION IMPROVEMENTS TO BE COMPLETED BY HABITAT FOR**  
**HUMANITY OF CENTRAL IOWA**  
**FOR 1228/1230 STAFFORD AVENUE**

This list is not exhaustive, other items that become apparent during the construction of a new house on the subject property maybe added to this list by mutual consent of the parties.

Construction of the home must meet all of the City of Ames Building Code standards, permit requirements and inspections. The property must also include the following features:

1. Replace exterior and interior doors and combination storm doors, as needed.
2. Decrease front entry door from two down to one.
3. Replace windows, including basement windows, as needed.
4. Check furnace for efficiency and upgrade, as needed.
5. Install additional landscaping and cosmetic work in front and rear yard, as needed (not to exceed \$1,000).

**The above items will be written in more detailed specifications and subject to final approval of all parties.**

A walk through pre-final inspection by the City will be required within 3-4-weeks prior to the rehabilitation deadline (on or before August 31, 2019). A final inspection will be required on or before September 15, 2019, to verify that all items have been completed. Failure to adhere to these deadlines may cause the agreement to become null and void.

ATTACHMENT C

<b>2018</b> <b>80% of Ames (IA) MSA***</b> (subject to change)	
<b>Family Size</b>	<b>Gross Income Cannot Exceed</b>
1	\$44,700
2	\$51,100
3	\$57,500
4	\$63,850
5	\$69,000
6	\$74,100
7	\$79,200
8	\$84,300

\*\*\*Metropolitan Statistical Area

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

Prepared by: Mark O. Lambert, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; 515-239-5146  
Return to: Diane R. Voss, Ames City Clerk, Ames City Hall, 515 Clark Ave., Ames, IA 50010; 515-239-5146

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**AGREEMENT BETWEEN THE CITY OF AMES AND  
HABITAT FOR HUMANITY OF CENTRAL IOWA, INC., FOR  
PURCHASE AND REHABILITATION OF PROPERTY AT  
3305 MORNINGSIDE STREET, AMES, IOWA**

**THIS AGREEMENT** is made and entered into between the City of Ames, Iowa, an Iowa municipal corporation ("City") and Habitat for Humanity of Central Iowa, Inc. ("Habitat"), an Iowa corporation.

**WHEREAS**, the City has utilized community development block grant funds to acquire real property for rehabilitation or construction, or both, of a home to be used as owner-occupied housing for income-qualified homebuyers to further the goals and objectives of the City's 2014-18 Consolidated CDBG plan; and

**WHEREAS**, Habitat also has the goal of providing safe and affordable owner-occupied housing to low income home buyers and is willing to participate with the City in rehabilitation or or new construction, or both, of residential structures.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I  
CITY'S OBLIGATIONS**

- A. Purchase of Property. The City has secured the purchase of property legally described as **Lot 19, Friedrich's Fifteenth Addition, Ames, Story County, Iowa** (also known as 3305 Morningside Street) (hereinafter "Property") and will retain ownership of that Property until sold to Habitat under the conditions described herein. The City shall complete certain items on the Property on or before July 31, 2019. **See Attachment A** for a list of required items.

- B. Access to Property. The City agrees to grant Habitat immediate and continuing access to the property for the purpose of rehabilitation of the property. Access for the purpose of rehabilitation shall also be granted to Habitat's agents.
- C. Technical Assistance. Upon request, the City will provide technical assistance to Habitat concerning compliance with the terms of this Agreement.
- D. Performance Monitoring. The City may inspect and monitor the performance of Habitat to determine its compliance regarding the performance standards of this Agreement. Substantial nonperformance, as determined by the City, constitutes noncompliance with this Agreement. In the event this occurs, the City shall notify Habitat of the noncompliance and provide a time limit to correct the noncompliance.
- E. Property Conveyance. The City shall convey marketable title to the property for and in consideration of Habitat's completion of new construction on the property, payment of sums set out in Section II.A(1) and agreement to sell the property on or before March 31, 2020, to a qualified homebuyer, as set forth hereafter.

## II HABITAT'S OBLIGATIONS

- A. Compensation for Purchase.
  - 1. Habitat agrees to pay the City of Ames \$40,000.00 for the Property. Habitat agrees that it shall provide a non-refundable down payment of \$2,500.00 (6.25% of the purchase price) for the Property. This down payment shall be placed into an escrow account as a pre-condition to Habitat being granted access to the Property and Habitat shall have its financial institution verify to the City within one (1) calendar week from the date of this signed agreement that the funds have been placed in an escrow account. The total of \$37,500.00 shall be due at the time Habitat has completed all other requirements under this Agreement and acquires title to the Property. Habitat shall pay all transfer and recording expenses, including transfer taxes, any permit fees and other expenses related to the conveyance of the Property. All abstracting costs shall be the responsibility of Habitat, and not the City.
  - 2. In Kind Compensation. Habitat agrees to provide all materials, labor and services as are necessary to rehabilitate the Property to the standards described in section II.B so that it is safe and habitable for residential use.
  - 3. Property Improvements. Habitat agrees to complete all construction included on **Attachment B** by this reference made a part hereof. All property improvements shall be completed on or before February 28, 2020. Habitat further agrees that if it fails or decides to not to complete the improvements to the Property, the City of Ames will not reimburse Habitat for any cost incurred for any improvements made to the Property.



4. Property Maintenance and Utilities. Habitat shall be responsible for all maintenance for the Property (i.e., lawn care, snow removal, etc.) and shall have all utilities (electric, gas, water, and sewer) transferred into its name within one calendar week from the date of this mutually signed Agreement.
  5. Property Taxes. Property taxes until transfer of title to Habitat will be the responsibility of the City of Ames.
- B. Performance Standards. The Property shall be rehabilitated in compliance with all applicable state and local building codes and regulations, including necessary building permits as required. The development of any architectural designs, if necessary, for the project shall be the responsibility of Habitat, subject to prior approval by the City. Habitat shall submit new construction plans to the Planning and Housing Department and Building Inspections Division for written approval before applying for a building permit.
- C. Completion of New Construction and Sale to Qualified Homebuyers.
1. City shall not convey title of the property to Habitat unless and until the following two actions have occurred: 1) the selected **initial** home buyer has been determined eligible by the City (Housing Division staff) and 2) the City has completed a final walk-thru of the property and verified that all repairs as outlined in Attachment B have been completed satisfactorily.
  2. Habitat shall within 45 calendar days after the approval date of this agreement, in a format prescribed by the City, provide the following documentation and information of the selected **initial** home buyer: **a)** the selected home buyer meets the eligibility requirements outlined by the City; and **b)** has an income that is at or below 80% of the Ames MSA (IA) income limits as established by HUD as outlined in **Attachment C incorporated by reference into this Agreement.** The Housing Division staff (utilizing CDBG program requirements), will verify the eligibility of the selected **initial** home buyer and notify Habitat in writing of that determination within 30 calendar days from the date of the received documentation.
  3. Habitat shall within one (1) calendar week after the completion of the rehabilitation of the property, schedule a final walk-thru with the City Housing Division to verify the rehabilitation of the property has been completed satisfactorily. Upon verification that the rehabilitation of the property has been satisfactorily completed, the City of Ames will schedule the closing date to convey title of the property to Habitat before March 31, 2020.
  4. Habitat further agrees that it will include in its mortgage documents to an eligible buyer the following language:

Borrower(s) covenants and agrees that in the event it shall desire to sell or convey the Property during the term of this Security Instrument, for a

period of ten (10) years, the Borrower(s) shall first offer the Property to Habitat for Humanity of Central Iowa, Inc. (HFHCI), or HFHCI's successor in interest, in the following manner:

Borrower(s) shall serve notice in writing to HFHCI, or its successor in interest, by registered mail, return receipt requested. The notice shall indicate that Borrower(s) desires to sell the Property. The notice shall also contain an offer to sell the Property to Lender, or its successor in interest, upon the terms and conditions as set forth in the bona fide offer.

For a period of thirty (30) calendar days after the receipt of the notice, Lender, or its successor in interest, shall have the right to purchase the Property for the same price on the same terms that the Property was sold to the Borrower(s). However, at the time of sale of the Property, all payments (excluding insurance, taxes and escrow payments used for the repair of the Property) and the added, appraised value of any permanent improvements (which have been approved by the Lender) to the property made by the Borrower(s) with their funds will be repaid to the Borrower(s). If Lender, or its successor in interest, fails to exercise the right to purchase set forth in this paragraph, Borrower(s) may sell or convey the Property to any party making a bona fide offer.

In the event Lender timely notifies Borrower(s) that it elects to purchase the Property on the terms provided in the notice set forth in the preceding paragraph, Lender and Borrower(s) shall promptly, but no later than sixty (60) calendar days after the date of notice from Lender to Borrower(s), execute such usual and customary documents as shall be required in order to consummate such transaction.

5. Habitat shall provide certification in a form acceptable to the City that the activities carried out under this Agreement will meet the objective of benefitting low and moderate income persons as defined in 24 CFR 570.208. Along with a copy of the mortgage documents sign between Habitat and the Home buyer.

- D. Completion Date and Terms. Habitat shall be permitted to commence construction as soon as their financial institution has verified to the City that the down payment has been placed into an escrow account. Habitat shall complete the construction of the Property by February 28, 2020. Habitat shall promptly sell the Property to qualified homebuyers on or before March 31, 2020.

Within thirty (30) calendar days after the closing of permanent financing and sale to the eligible homebuyers, Habitat, at its expense, shall have properly recorded any mortgage, security agreement, financing statement, purchase contract or similar document(s) required by the City.

Habitat agrees to comply with all applicable federal, state and local laws and regulations



governing the funds provided under this Agreement.

E. Insurance. During the period of this Agreement, effective as of the start date of the project, Habitat shall, at its own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Habitat shall list the City as an additional insured on said property insurance. Property damage coverage shall not be less than the current market value of the Property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverages of not less than \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence and \$500,000 property damage. Habitat shall furnish the City with a certificate of insurance. The insurance company providing the insurance must be licensed to do business in the state of Iowa and rated as A or better by A.M. Best. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. The contractor shall also give at least thirty (30) days prior notice to the City, by certified mail, return receipt requested, of any coverage to be suspended, voided, canceled by either party or reduced in coverage or in limits. Habitat shall provide Workers' Compensation insurance coverage, as required by Chapter 85 of the *Code of Iowa*, for all employees involved in the performance of this Agreement. Habitat shall furnish the City with certificates of insurance for all insurance required under this Agreement, upon request of the Housing Coordinator.

F. Audits, Inspections and Records.

1. Prior to the transfer of title of the Property and annually thereafter, Habitat shall promptly furnish to the City for its review and approval a current audit of its annual financial statements.
2. Habitat shall promptly furnish the City and HUD with such statements, records, data and information as the City or HUD may reasonably request pertaining to this Agreement.
3. Habitat shall maintain all records for ten (10) years from the date of this Agreement that are pertinent to the activities to be funded under this Agreement including, but not limited to:
  - a. Records providing a full description of each activity undertaken.
  - b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
  - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
  - d. Financial records as required by 24 CFR 570.502 and OMB Circular A-110.

- G. Homebuyer Records. Habitat shall maintain homebuyer data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, a signed and dated verification of income statement, or other basis for determining eligibility, and a description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

During the term of this Agreement, any time during normal business hours, Habitat shall make available to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Habitat's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.

Habitat shall submit a Homebuyer Completion Report at the close of the finished housing unit and/or sale to an income-qualified buyer. The completion report shall, at a minimum, include information relating to the final project costs and funding sources, and household characteristics as required by the City for reporting to HUD's IDIS system.

- H. Notices. Habitat shall direct all notices, reports, insurance policies and other communications related to or required by this Agreement to the office of the City of Ames Department of Planning and Housing, Housing Coordinator, 515 Clark Avenue, Room 214, Ames, Iowa, 50010. Notice by both Habitat and the City shall be given by ordinary mail.

Additionally, until completion of the project, Habitat shall submit quarterly reports describing progress of the project activities, which shall be due no later than ten (10) calendar days after the end of the calendar quarter.

### III NON-PERFORMANCE

- A. Performance Obligation. Until March 31, 2030, Habitat shall, in a manner satisfactory to the City, fulfill its stated purpose as outlined in II.E of this Agreement and provide continued service.
- B. Limitation on Resale. Habitat agrees the documents of the sale of the Property to the qualified initial home buyer outlined in SECTION II will include provisions to restrict any subsequent sales during the duration of this Agreement by imposing an agreed upon resale ratio that will ensure that the Property will be affordable to a subsequent home buyer who meets the income limits outlined in SECTION II of this Agreement. Habitat further agrees that if the Property is resold to **subsequent home buyers during the ten (10) year Performance Obligation**, that they must meet the requirements as set forth in SECTION II, for the remaining **period until March 31, 2030**. Habitat shall immediately notify the City that the Property is for re-sale, and following the procedures



as outline under SECTION II.

C. Limitation on Assignment.

1. Habitat shall not sell, assign or transfer any legal or equitable interest in the Property at any time prior to March 30, 2030, without written concurrence of the City. In such event, Habitat shall repay to the City the City's original purchase price of \$115,000, which shall be due in fully immediately, or if Habitat discontinues its program, Habitat shall repay to the City the City's original purchase price of \$115,000 or show proof that the Property will continue to be occupied by an eligible household, as outlined in SECTION II of this Agreement.
2. In no case shall Habitat assign its mortgage to a qualified lending institution, or any other entity, prior to March 31, 2030, without the express written approval of the City of Ames.

D. Discontinuance of Habitat. In the event Habitat discontinues its services prior to March 31, 2030, the value of the prorated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreement shall revert to the City. If said Property has been disposed of, Habitat shall reimburse the City in the amount of the current fair market value of the Property less any portion of the fair market value attributable to non-City CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings and vehicles.)

E. Default. In the event Habitat defaults in the performance or observation of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of thirty (30) calendar days after notice thereof shall have been given by the City to Habitat (or for a period of sixty (60) calendar days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period and thereafter diligently and continuously prosecutes the same to completion within such 60-day period), the City may declare that Habitat is in default hereunder and may take any one or more of the following steps, at its option:

1. By mandamus or other suit, action or proceeding at law or in equity, require Habitat to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or a violation of the rights of the City hereunder, or obtain damages caused by Habitat by any such default.
2. Have access to and inspect, examine and make copies of all books and records of Habitat which pertain to the project.
3. Declare a default with the Home Ownership Agreement and make no further disbursements, and demand immediate repayment from Habitat of any funds previously disbursed under the Home Ownership Agreement.
4. Take whatever other action at law or in equity which may appear necessary or

desirable to enforce the obligations, covenants and restrictions of Habitat hereunder, including the recovery of funds. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the City to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation, or any similar breach or violation thereof, at any later time or times.

F. Events of Default. The following, by way of specification but not limitation, shall constitute events of default of this Agreement between Habitat and the City:

1. The homebuyer has a principal place of residence at some place other than the Property.
2. The homebuyer causes or permits the Property to be damaged, in disrepair, the site of a public nuisance or otherwise the site of conditions that unreasonably interfere with the use and enjoyment of other properties in the vicinity, ordinary wear and tear excepted.
3. The homebuyer allows unauthorized persons to reside in the property without written approval by Habitat and the City of Ames.
4. The homebuyer abandons or ceases to occupy the property for more than 60 calendar days per year.

#### IV

#### ENVIRONMENTAL, ASSESSMENT, HISTORIC PRESERVATION AND LEAD BASED PAINT

Habitat shall assist the City in complying with all applicable environmental assessments, historic preservation requirements of HUD and the State Historic Preservation Office of Iowa, and section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR, part 50) insofar as they apply to the performance of this Agreement.

#### V

#### ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613)

- A. Restriction. Habitat agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR, part 5, subpart E, are not eligible to apply for benefits under covered activities funded by the City's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the City's CDBG programs. "Benefits" does not include relocation services and payments to which displaces are entitled by law.
- B. Covered Activities. "Covered activities" under this section means activities meeting the requirements of section 570.208(a) that either:



1. Have income eligibility requirements limiting the benefit exclusively to low- and moderate-income persons; or
  2. Are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks and parks), and that provide benefits to persons on the basis of an application.
- C. Limitation on Coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this Agreement.
- D. Compliance. Compliance can be accomplished by Habitat obtaining certification as provided in 24 CFR, part 5, subpart E, evidencing citizenship or eligible immigration status.

## VI TERMINATION OF AGREEMENT FOR CAUSE

If Habitat fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Habitat violates any of the terms, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Habitat of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated thirty (30) days after the giving of such notice unless such default or defaults are remedied within such cure period. The City shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied within said thirty (30) day period. In the event of such termination, Habitat shall promptly repay to the City the full grant/loan amount or that portion of the amounts that have been disbursed to Habitat prior to such termination.

## VII TERMINATION OF AGREEMENT FOR CONVENIENCE

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the City and Habitat shall agree in writing upon the termination conditions, including the effective date, the disposition of contract amounts and, in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Habitat shall promptly repay to the City the full grant/loan amount or that portion of the amount which has been disbursed to Habitat prior to such termination.

## VIII INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- A. No member or delegate to the Congress of the United States, and no resident

Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

- B. No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.
- C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Habitat, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.
- D. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal agreement, Habitat shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E. Habitat shall require that the language of this certification be included in the award documents for all sub-Habitats and that all sub-Habitats shall certify and disclose accordingly.

## **IX CONFLICT OF INTEREST**

Habitat covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Habitat further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Habitat.

## **X GRANTOR RECOGNITION**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Habitat will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.



## **ASSIGNABILITY**

Habitat shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without such consent shall be void. This Agreement shall be binding upon the parties and shall inure to the benefit of the successors and assigns of the parties hereto.

## **XII HOLD HARMLESS PROVISION**

Habitat shall indemnify, defend and hold harmless the City, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Habitat's employees or agents during the performance of this Agreement.

The City shall indemnify, defend and hold harmless Habitat, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the City's employees or agents during the performance of this Agreement.

## **XIII SEVERABILITY CLAUSE**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

## **XIV LIMITATIONS OF CITY LIABILITY – DISCLAIMER OF RELATIONSHIP**

The City shall not be liable to Habitat, or to any party, for completion of or failure to complete any improvements, which are parts of the project. Nothing contained in this Agreement, nor any act or omission of the City or Habitat, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture or any association by reason of Habitat's involvement with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF AMES, IOWA**

By \_\_\_\_\_  
John A. Haila, Mayor

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

**HABITAT FOR HUMANITY OF  
CENTRAL IOWA, INC.**

By Tom Prochnow  
Tom Prochnow, Board President

By Sandi Risdal  
Sandi Risdal, Executive Director

STATE OF IOWA, STORY COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared John A. Haila and Diane R. Voss, to me personally known, and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 19-\_\_\_\_\_ adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and that John A. Haila and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA, STORY COUNTY, ss:

On this 19 day of April, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared Tom Prochnow and Sandi Risdal, to me personally known, who being by me duly sworn, did say that they are the Board President and Executive Director, respectively, of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Tom Prochnow and Sandi Risdal acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Rachel Knutsen  
Notary Public in and for the State of Iowa



**ATTACHMENT A**  
**IMPROVEMENTS COMPLETED BY THE CITY OF**  
**AMES ON 3305 MORNINGSIDE STREET ON OR**  
**BEFORE JULY 31, 2019**

1. Removal of interior debris
2. Removal of asbestos
3. Removal of deteriorated structure, driveway, sidewalks to house and front yard tree
4. Fill in existing hole remaining after structure removal

These items shall be completed to the satisfaction of the City, in its sole discretion.

**ATTACHMENT B**  
**REHABILITATION IMPROVEMENTS TO BE COMPLETED BY HABITAT FOR**  
**HUMANITY OF CENTRAL IOWA**  
**FOR 3305 MORNINGSIDE STREET**

This list is not exhaustive, other items that become apparent during the construction of a new house on the subject property maybe added to this list by mutual consent of the parties.

Construction of the home must meet all of the City of Ames Building Code standards, permit requirements and inspections. The property must also include the following features:

1. Minimum 3 bedroom structure with basement with innovative design
2. Basement egress with stub for future bath
3. Radon system
4. Shutters on front window to enhance exterior
5. Downspouts and gutters
6. Exterior and interior doors and combination storm doors
7. High energy efficient windows including basement windows
8. High efficiency furnace
9. Central air conditioning
10. Quality maintenance free vinyl siding (including "wrapping" with Tyvek or equivalent) on the property including all windows, doors trim, soffits, and fascia.
11. Landscaping improvements, raise grade as needed around foundation and install additional landscaping and cosmetic work (not to exceed \$1,000)
12. Replace and repair public and property sidewalks
13. GFI electrical circuits in kitchen and bath
14. Hard-wired smoke detectors on each level, bedrooms and hallways
15. Sump pump
16. Home must confirm to City of Ames and/or Alliant Energy residential conservation standards and be wired for load management (min. service 150 amps) for refrigerator, range, range hood, washer/dryer, HVAC, water heater and sump pump
17. Lot to be sodded on front, side and at least 25' of rear yard so as to eliminate areas of lot from being susceptible to erosion and runoff. Seeding to be done on remaining rear yard.
18. Three (3) foot wide sidewalk to front door.
19. A one car garage, to include two (2) parking spaces, detached or attached.

Habitat is required to submit a development summary statement, drawings and plans, including the following items: Representative architectural elevations and floor plan of the home.

**The above items will be written in more detailed specifications and subject to final approval of all parties.**

A walk through pre-final inspection by the City will be required within 3-4 weeks prior to the rehabilitation deadline (on or before February 28, 2020). A final inspection will be required on or before March 15, 2020, to verify that all items have been completed. Failure to adhere to these deadlines may cause the agreement to become null and void.



ATTACHMENT C

<b>2018</b> <b>80% of Ames (IA) MSA***</b> (subject to change)	
<b>Family Size</b>	<b>Gross Income Cannot Exceed</b>
1	\$44,700
2	\$51,100
3	\$57,500
4	\$63,850
5	\$69,000
6	\$74,100
7	\$79,200
8	\$84,300

\*\*\*Metropolitan Statistical Area



**COUNCIL ACTION FORM**

**SUBJECT:** CREATION OF A NEW CHAPTER OF THE AMES MUNICIPAL CODE, KNOWN AS CHAPTER 35, SHORT-TERM RENTAL CODE- ESTABLISHING DEFINITIONS, ADMINISTRATION, STANDARDS, LICENSING, AND ENFORCEMENT FOR SHORT-TERM RENTALS AND AMENDING THE TEXT OF THE ZONING ORDINANCE (CHAPTER 29) AND THE RENTAL HOUSING CODE (CHAPTER 13) TO ALLOW THEIR USE AND ESTABLISHING A FEE FOR LICENSURE.

**BACKGROUND:**

City Council first reviewed a conceptual regulatory framework for short-term rentals on October 23, 2018 regarding one and two-family homes. On November 13, 2018, the City Council reviewed additional information and directed staff to proceed with drafting standards that would allow short-term rentals within apartments dwellings and to proceed with described licensing system of one and two-family homes. On February 26, 2019, City Council received a recommendation from the Planning and Zoning Commission regarding related Zoning Ordinance changes and reviewed an updated draft of the proposed ordinances and gave direction to proceed with finalizing the text for the Short-Term Rental Code and publishing notice for the text amendments to the Zoning Ordinance (Chapter 29) and the Rental Housing Code (Chapter 13). **City Council is now asked to review the proposed ordinances, hold a public hearing on the ordinances, and proceed with first reading for approval of the ordinances.**

The changes necessary to address allowing short-term rentals are extensive, as these would be a new type of principal and accessory use within the Zoning Ordinance (Chapter 29), and would establish a new category of licensure, incorporated into a new Chapter (Chapter 35) of the *Ames Municipal Code*. Clarifying text amendments are also needed within the Rental Housing Code.

A complete discussion of the proposed changes is included in the Addendum. The draft ordinances are included as Attachment 'A', and are summarized as follows:

- Rental Period. Short-term rental period is for 30 consecutive days or less.
- STRs are allowed within single family, two-family, and multi-family dwelling units with differentiated standards and licensing requirements.
- Approval. The intent is for an administrative review and approval for shared use of a home with the homeowner, Hosted Home Shares and Home Shares as accessory uses, and a Special Use Permit (approved by the Zoning Board of Adjustment) for Bed & Breakfast establishments and Vacation Rentals as a principal use.
- Occupancy Limitations. Occupancy limitations vary by unit type and are generally based on the number of guest bedrooms with a maximum number of adults allowed.

Occupancy aligns with the Rental Code for the full time short term rental housing type known as Vacation Rentals.

- Annual licensing. An annual license is required. An annual licensing fee would be required in addition to any other planning or rental permit costs. A license would be granted for rental apartment short-term rentals to the property owner for the entire parcel. Staff recommends establishing a fee of \$50.00 for the license and charge an additional inspection fee based upon the need for an inspection.
- Fire Safety Requirements. Compliance with fire safety requirements of the Rental Code (means of egress and fire protection systems) is required of all short-term rental units. A checklist will be made available and applicants will be required to indicate compliance. Inspections will occur on an as needed basis.
- Inspections. All applications would be subject to verification and inspection for compliance. Subsequent inspections would be at the discretion of the Enforcement Officer. Vacation rentals would at a minimum be subject to the Rental Code inspection frequency of 2-4 years of the Rental Code regardless of other licensing requirements.
- Renewal/Revocation Standards. The license to operate a short-term rental may be revoked if it is determined that the rental is operating inconsistent with the licensing standards or if there are verified complaints with notice of correction action regarding its operation. An appeal process to the Zoning Board of Adjustment is included.

The proposed regulations provide clear expectations with defined standards for the licensing and operating of a short-term rental, and if needed, enforcement or license revocation. The goal is to minimize possible negative impacts to surrounding residential properties and neighborhoods from use of home for transient guest stays.

Staff estimates that there are currently 50-60 properties that are advertised and that operate as short-term rentals. Staff anticipates that the number would increase with legalization and awareness of the short-term rental options available, as Staff has received many numerous inquiries from investors.

### **INITIAL LICENSING AND MONITORING:**

The first step in achieving compliance with the adopted ordinances is public awareness of the new regulations. Staff proposes an effective date of the ordinance of July 1, 2019 with a standard that operating properties apply by September 1<sup>st</sup> for the appropriate license and permits. During the initial 60-day compliance period there would be no citations for operating an STR and if someone is in process of seeking a license they would not be subject to a citation during its review. Staff anticipates that review and approval of licensing applications can be incorporated into current inspection/planning duties.

Beyond providing public awareness, staff would have a limited ability to provide proactive compliance monitoring without address identification. The typical Airbnb listing data includes only a neighborhood map of listing, but does not where the unit is located with a property address.

Address information is not publically available without subscribing to a third party monitoring compliance software service. These types of vendors provide a proprietary evaluation of a listing to identify an address. An initial annual subscription with a monitoring compliance services for addresses and contact identification would help the City to proactively reach out to those who may be unaware of the new licensing requirements and would help to bring everyone into compliance. Staff's understanding of the pricing from one vendor indicates a price of \$1,500 based upon 50 listings in the City and a cost of \$30.00 per listing going forward.

**However, Staff believes that that working through traditional methods would be effective in the initial stage of implementation due to the current estimated low number of listings. If staff is unsuccessful in efforts to obtain compliance from property owners, we can revisit the need for additional services.**

### **LICENSING FEE:**

A fee of \$50 would suffice in covering administration costs and would be in-line with the annual rental housing registration renewal fee for a single family home. In addition to the annual fee, an inspection fee would be charged with the initial application and may be charged for renewals if inspections are needed in the future. It is important to note that this license system is designed to be prospective about future use of the property, meaning a property owner is paying up front for the license, not paying for a prior year of licensure after the fact. Additionally, this license is to the property owner and a change in ownership will trigger a new license requirement and fee to issue a new one-year license.

Address identification with full contact information from a compliance monitoring service currently is priced at \$1500 for 50 listings or \$30 per address, per year. Although higher levels of compliance monitoring are available, it is not anticipated that those services would be needed at this time. City Council could choose to add the direct cost of administering the program to the annual license fee and add an estimated \$30 to the licensing fee to cover the cost of an annual subscription with an address identification service.

### **ALTERNATIVES:**

1. The City Council can hold a public hearing and approve on first reading the attached ordinances, creating a new chapter of the *Ames Municipal Code* known as Chapter 35, Short-Term Rental Code, establishing definitions, administration, standards, licensing, and enforcement for short-term rentals, and amending the text of the Zoning Ordinance (Chapter 29) and the Rental Housing Code (Chapter 13) to allow their use, and establish a fee for initial licensure.
2. The City Council can hold a public hearing and approve on first reading, a modified version of the attached ordinances and establish a fee for short-term rental licensure with modified text provided prior to the second reading.
3. The City Council can hold a public hearing, and refer the ordinance back to staff for changes prior to the first reading.

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

Staff has worked with the City Attorney's office to finalize the Short-Term Rental Code and text amendments consistent with the Council's prior direction. The changes necessary to address allowing short-term rentals are extensive, as these would be a new type of principal and accessory use within the Zoning Ordinance (Chapter 29), and would establish a new category of licensure, incorporated into a new Chapter (Chapter 35) of the *Ames Municipal Code*. Clarifying text amendments are also needed within the Rental Housing Code.

With four types of proposed short-term rentals, each has unique attributes related to occupancy, parking, and the approval process. However, objective criteria are included in the text to enable review for compliance and approval. Additional scrutiny through the Special Use Permit process for Vacation Rentals and for Bed & Breakfast Establishments will help to ensure neighborhood compatibility.

Licensing allows for periodic contact with property owners and helps ensure continued compliance. An annual licensing fee similar in cost to a Single Family Rental Letter of Compliance Cost is planned for the proposed licensing process. If desired by the Council, address identification could be included to enable proactive compliance monitoring and the cost assigned to receiving the license for a STR.

Upon adoption of new STR standards, the goal would be to undergo a public education campaign to let people know of the new requirements. The effective date of the ordinance is planned for July 1<sup>st</sup>. Staff believes allowing until September 1st to receive initial applications would be appropriate, before enacting enforcement procedures.

**Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 to approve on first reading, the attached ordinances.**

## **Addendum**

The allowance of short-term rentals in residentially zoned areas has the potential to be incompatible with surrounding residential uses. Therefore, special regulation for short-term occupancy is necessary to ensure that short-term rental uses will be compatible with surrounding residential uses and will not materially alter the character of neighborhoods in which they are located.

The short-term rental code is proposed as a new chapter of the *Ames Municipal Code*. It establishes definitions, administration, standards, licensing, and enforcement for short-term rentals. It provides reasonable and necessary regulations for the licensing and operation of short-term rental housing in order to:

- (1) Ensure the safety, welfare and convenience of renters, owners and neighboring property owners throughout Ames;
- (2) Help maintain the City's needed housing supply for household living; and
- (3) Protect the character of the City's neighborhoods by limiting the operations, number, and concentration of short-term rentals in residential zones.

Objective standards are included to enable review for compliance and approval. The short-term rental period would be 30 consecutive days or less.

The short-term rental types include: hosted home share; home share; bed & breakfast establishment; and vacation rental. Additional scrutiny through the Special Use Permit process for Vacation Rentals and for Bed & Breakfast Establishments will help to ensure neighborhood compatibility. Staff notes that Vacation Rentals are subject to the Rental Concentration Cap, where no new rental property registrations and letters of compliance are permitted. A property with a current property rental registration and letter of compliance may apply for a Vacation Rental.

Each of the four types of proposed short-term rentals has unique attributes related to occupancy, parking, and the approval process. In cases where the property owner is the primary resident, the short-term rental use may be considered as an accessory use to the use of a single-family dwelling as household living. The vacation rental is the exception as short-term lodging, where it is considered a principal use because there is no primary resident requirement. A new definition for "primary residence" helps differentiate when a short-term rental would be considered as an accessory or principal use.

The proposed text amendment to the Zoning Ordinance adds each of the short-term rental types to the list of permitted uses in Article 5. Uses would be included as either a new accessory use to Household Living or as a new principal use under Short-Term Lodging.

### **Hosted Home Shares**

As an incidental, accessory use, hosted home shares are the least impactful of the short-term rental types. Bedrooms that may be rented are limited to a maximum of two with no more than two adults as guests per dwelling unit. The dwelling is the primary residence of the property



owner and the property owner is required to be on site and present during the rental period. This type of activity is viewed as an accessory use (subordinate and incidental to the residential use of the home). The impact of a hosted home share is not much greater than that of a private home with frequent houseguests. A licensing application is required that would be administratively approved and required to be renewed annually. The offering of a hosted home share by tenants of rental apartments is exempt from licensure. Oversight compliance would be the responsibility of the landlord.

### **Home Shares**

This option is somewhat unique in allowing for whole-house short-term rental facilities on limited basis without the primary resident present during the stay. The short-term rental code would allow a maximum of two adults per approved bedroom, not to exceed a total of five adults per dwelling unit. Approval would be by staff as an administrative process. Rental Housing Code registration is not required given the use of the home as a primary residence with a limited number of guest stay days in a year. The cumulative total of rental days allowed per annual renewal is 90 days. The proposed limitations are also meant to distinguish the short-term rental use from a use that should actually register as Rental Housing Property subject to Chapter 13 requirements. In accordance with the Short-Term Rental definition, the maximum stay for any guest is 30 consecutive days. The offering of a home share by tenants of rental apartments is exempt from licensure. Oversight compliance would be the responsibility of the landlord.

### **Bed & Breakfast Establishments**

Bed & breakfast establishments are private homes or residences where the property owner resides, as their principal residence. Bed & Breakfast Establishments are permitted a maximum occupancy of two adults per approved bedroom for overnight guest lodging. The Zoning Board of Adjustment determines the number of bedrooms specific to the dwelling unit through the special use permitting process. No more than five bedrooms may be approved. B&B's are exempt from the City's Rental Housing Code; however, state licensing and inspection as a food establishment is required when there are more than four guest families accommodated. (Iowa Code, section 137F.1) The short-term rental operating license would be required to be renewed annually.

### **Vacation Rentals**

Vacation rentals are investment properties that are made continuously available for short-term rental. Occupancy limitations are aligned with the Rental Housing Code, Section 13.503. and cannot exceed a total of five adults. Of the short-term rental types, the on-going transitory use of the dwelling makes vacation rentals the most impactful on a neighborhood. As such, vacation rentals cannot be considered an accessory use to Household Living. Rather, they are considered a new type of principal use under short-term lodging. In order for vacation rentals to be licensed, the dwelling would first require registration and inspection under the City's Rental Housing Code. Properties within university-impacted areas that are restricted by a rental cap would not be eligible to create a new property registration. Additionally, vacation rentals would be subject to the scrutiny of the special use permitting process to address unique conditions of an area and individual property. A licensing application would be required that would be administratively approved, once both rental code compliance and the special use permit is granted. Rental apartments may be licensed by the property under one license per

parcel or development. However a 10% restriction is placed upon the total percentage of rental apartment units allowed as short-term rentals. Rental apartments located in a Residential Low Density (RL) zoning district are not permitted to operate as vacation rentals. Conversely, certain commercial and higher density residential zoning districts exempt rental apartments from the special use permit requirement. The zoning tables located within the Zoning Ordinance provide guidance.

### **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning & Zoning Commission reviewed the proposed ordinances for the use of single and two-family dwellings as short-term rentals on September 19, 2018 and the use of apartments as short-term rentals on January 16, 2019.

In each case, the P&Z made a unanimous recommendation of approval (5-0) with certain modifications or limitations as summarized below.

September 19, 2018 unanimous recommendation regarding single-family homes as short-term rentals:

- Two-family dwellings be included, and
- That the City Council consider proactive compliance monitoring to ensure that all short-term rental properties are licensed.

January 16, 2019 unanimous recommendation regarding apartment rentals as short-term rentals:

- Home Shares in rental apartments would be allowed as an accessory use in all zoning districts with no tenant or property owner license required; Oversight compliance would be the responsibility of the landlord with no license required.
- Vacation Rentals.
  - Prohibited within RL zoning district for nonconforming apartment building uses.
  - Allowed within all other zones by granting of one license to a property owner for the entire parcel or common development of apartment units.
  - Limited number of units to the greater of one STR unit or up to 10% of the total number of units on a parcel or common development.
  - An exemption from a Special Use Permit to establish a Vacation Rental would be allowed in certain zoning districts for rental apartments:
    - i. Exempt: RM, RH, FS-RM, NC, CCR, DSC, CSG AND DGC.
    - ii. Non-exempt: A, RM / O-SFC, UCRM, RLP, F-VR, FS-RL, F-PRD, AND S-SMD.

**The Planning & Zoning Commission's recommendations were incorporated in the preliminary ordinances reviewed by the City Council on February 26, 2019 and are included in the attached ordinances presented herein.**

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF  
THE CITY OF AMES, IOWA, BY ENACTING NEW  
SUBSECTIONS 29.201(14.1), 29.201 (17.1), 29.201(19.1),  
29.201(98.1), 29.201(100.1), 29.201(160.2), 29.201(191.1),  
29.201(191.2), and 29.201(235.1) AMENDING CHAPTER 29  
THEREOF, FOR THE PURPOSE OF HARMONIZING  
CHAPTER 29 WITH CHAPTER 35, SHORT-TERM RENTAL  
CODE; 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 subsections 29.201(14.1), 29.201(19.1), 29.201(98.1), 29.201(100.1), 29.201(160.2), 29.201(191.1), 29.201(191.2), and 29.201(235.1) and by amending Chapter 29 as follows:

**“Sec. 29.201. DEFINITIONS.**

Except as otherwise defined in this Ordinance or unless the context may otherwise require, the following words are defined for the purpose of this Ordinance as follows:

...

(14.1) **Apartment Rentals** means three or more residential dwelling units located on one parcel, under one ownership, and rented for household living purposes. The term includes what is commonly known as an apartment building, but does not include dwellings under separate ownership.

...

~~\*\*\* Basement. See subsection 250.~~

...

(18.1) **Basement.** That floor level of a building between the upper surface of a floor and the ceiling or floor joists next above, which has at least 50% of the total area of its perimeter of foundational walls located below natural and finished grade.

...

(19.1) **Bed & Breakfast Establishment** means the short-term rental of a portion of a dwelling unit that is the primary residence of the property owner, where the property owner provides lodging and may provide breakfast for overnight guests. A Bed & Breakfast Establishment is a short-term lodging use and is a category of short-term rental licensed under Chapter 35.

...

(98.1) **Home Share** means the limited short-term rental of the entire dwelling unit that is the primary residence of the property owner, while the property owner is not present. A Home Share is an accessory use to household living and is a category of short-term rental licensed under Chapter 35.

...

(100.1) **Hosted Home Share** means the short-term rental of a portion of a dwelling unit that is the primary residence of the property owner, while the property owner is present. For the purposes of this Title, “present” means the property owner is staying in the dwelling overnight. A Hosted

Home Share is an accessory use to household living and is a category of short-term rental licensed under Chapter 35.

...

(160.2) **Primary Residence** means a residence that 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 person may have only one primary residence.

...

(191.1) **Short-Term Rental** means the advertising, offering, renting, or otherwise availability of use of a dwelling unit for the overnight lodging by paying guests for a period of thirty consecutive days or less. A short-term rental does not include any hotel or motel facility.

(191.2) **Short-Term Rental License** means the regulatory license required by Chapter 35.

...

(235.1) **Vacation Rental** means the short-term rental of an entire dwelling unit with a single guest contract, which is not required to be the owner's primary residence. A Vacation Rental is a short-term lodging use and a category of short-term rental licensed under Chapter 35.

...

~~(250) **Basement.** That floor level of a building between the upper surface of a floor and the ceiling or floor joists next above, which has at least 50% of the total area of its perimeter of foundational walls located below natural and finished grade.~~

...

**Sec. 29.406. OFF-STREET PARKING.**

...

**Table 29.406(2)**  
**Minimum Off-Street Parking Requirements**

PRINCIPAL LAND USE	ALL ZONES EXCEPT DOWNTOWN AND CAMPUSTOWN SERVICE CENTER ZONES	DOWNTOWN AND CAMPUSTOWN SERVICE CENTER ZONES
<b>RESIDENTIAL DWELLINGS</b>		
***		
<b><u>Group Living</u></b>		
Boarding houses, rooming houses, and lodging houses	1 space/bed	0.5 space/bed
College and University housing, fraternities and sororities	1 space/3 beds	NONE
<del>Group Living</del> Nursing and convalescent homes	1 space/5 beds, plus 1 space/2 staff members of the largest shift	NONE
<b><u>Short-Term Lodging</u></b>		
<u>Bed &amp; Breakfast Establishment</u>	<u>1 space/guest bedroom, plus 1 space for the owner</u>	<u>N/A</u>
<del>Short-Term Lodging</del> Hotel/Motel, including ancillary uses	1 space/guest room; plus 6 spaces/1,000 sf of ballroom, meeting, bar and restaurant areas; plus 1 space/2 employees of the largest shift	1 space/guest room; plus 6 spaces/1,000 sf of ballroom, meeting, bar and restaurant areas; plus 1 space/2 employees of the largest shift
<u>Vacation Rental*</u>	<u>1 space/bedroom, maximum of five spaces required</u>	<u>1 space/bedroom, maximum of five spaces required</u>

\*Rental apartments in zones with less parking required are not subject to this standard.

...

**Sec. 29.500. PURPOSE.**

...

**Sec. 29.501. CLASSIFICATION OF USES.**

(3) **Accessory Uses.** Unless otherwise stated in this Ordinance or otherwise indicated in the Use Tables for each zone:

...

(e) Accessory Uses; ~~are incidental and customary to and commonly associated with the operation of the Principal Use;~~

i. Are ~~Is~~ clearly incidental and customary to and commonly associated with the operation of the Principal Use;

ii. Are ~~Is~~ operated and maintained under the same ownership or by lessees or concessionaires of the owner, and on the same zone lot as the Principal Use;



iii. ~~Do~~ Does not include structures or structural features inconsistent with the Principal Use;

iv. May include the short-term rental of all or a portion of a Household Living dwelling unit that is the primary residence of the property owner, such as Hosted Home Shares, and Home Shares;

v. Does not include residential occupancy in conjunction with uses other than ~~other than~~ hotels, motels, tourist homes and similar uses offering transient housing accommodations, which is also not permitted except by owners and employees employed on the premises and of the immediate families of such owners and employees; and

vi. ~~Has~~ Have a gross floor area that, in combination with all other uses accessory to Principal Uses located in the same structure or on the same lot, does not exceed 25% of the gross floor area utilized by all Principal Uses. ~~The This~~ 25% floor area limitation, however, shall does not apply to off-street parking. Hosted Home Shares, and Home Shares are exempt from the 25% floor area limitation.

...

#### **Table 29.501(4)-1 RESIDENTIAL USE CATEGORIES**

\*\*\*

##### **Accessory Uses**

\*\*\*

Home Share

Hosted Home Share

\*\*\*

##### **Short-Term Lodging**

**Definition.** Facilities offering ~~transient~~ lodging accommodations to the general public, where the ~~average~~ length of stay is ~~less than 60-30 days or less~~. Short-term lodging is subject to State of Iowa definitions, permits, and rules, including remittance of hotel and motel tax.

##### **Uses Included**

~~Boarding, rooming or lodging houses and single room occupancy (SRO) hotels, where the average length of stay is less than 60 days.~~

~~Bed and breakfasts~~

Bed & Breakfast Establishment

Hotels

Motels

Recreational Vehicle Parks

Vacation Rental

##### **Accessory Uses**

Coffee shops and dining areas primarily for use by guests or residents of the facility.

**Sec. 29.600. "A" AGRICULTURAL.**

...

**Table 29.600(2)**  
**Agricultural (A) Zone Uses**

USE CATEGORIES	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
Group Living	N		
<u>Household Living</u>			
***			
Household Living Accessory Uses			
***			
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
<del>Short term Lodgings</del> <u>Short-Term Lodging</u>	<del>N</del>		
<u>Bed &amp; Breakfast Establishment</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
<u>Vacation Rental</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
...			

...

**Sec. 29.701. "RL" RESIDENTIAL LOW DENSITY.**

...

**Table 29.701(2)**  
**Residential Low Density (RL) Zone Uses**

USE CATEGORIES	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
Household Living Accessory Uses			
***			
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
<del>Short term Lodgings</del> <u>Short-Term Lodging</u>	<del>N, except Bed and Breakfast permitted as a Home Occupation.</del>	<b>HO</b>	<u>ZBA/Staff</u>
<u>Bed &amp; Breakfast Establishment</u>	<u>Y</u>	<u>SP</u>	<u>Staff</u>
<u>Vacation Rental</u>	<u>Y, except in apartment rentals*</u>	<u>SP</u>	<u>ZBA/Staff</u>
***			

\*\*\*

\*Apartment rentals are NOT permitted to be used as a Vacation Rental in RL.

**Sec. 29.702. "RM" RESIDENTIAL MEDIUM DENSITY.**

...

**Table 29.702(2)**  
**Residential Medium Density (RM) Zone Uses**

USE CATEGORIES	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
Household Living Accessory Uses			
***			
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
<del>Short term Lodgings</del> <u>Short-Term Lodging</u>	<del>N, except Bed and Breakfast permitted as a Home Occupation.</del>	<del>HO</del>	<del>ZBA/Staff</del>
<u>Bed &amp; Breakfast Establishment</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
<u>Vacation Rental</u>	<u>Y</u>	<u>SP*</u>	<u>ZBA/Staff</u>
***			

\*Apartment rentals used as a Vacation Rental in zoning districts RM are exempt from the Special Use Permit requirement; however, apartment rentals used as a Vacation Rental in zoning district RM / O-SFC are not exempt.

...

**Sec. 29.703. "UCRM" URBAN CORE RESIDENTIAL MEDIUM DENSITY ZONE.**

...

**Table 29.703(2)**  
**Urban Core Residential Medium Density (UCRM) Zone Uses**

USE CATEGORIES	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
Household Living Accessory Uses			
***			
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
<del>Short term Lodgings</del> <u>Short-Term Lodging</u>	<del>N, except Bed and Breakfast permitted as a Home Occupation</del>	<del>HO</del>	<del>ZBA/Staff</del>
<u>Bed &amp; Breakfast Establishment</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
<u>Vacation Rental</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
***			

...

**Sec. 29.704. "RH" RESIDENTIAL HIGH DENSITY.**

...

**Table 29.704(2)**  
**Residential High Density (RH) Zone Uses**

USE CATEGORIES	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
Household Living Accessory Uses			
***			
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
<del>Short term Lodgings</del> <u>Short-Term Lodging</u>	<del>N, except Bed and Breakfast permitted as a Home Occupation</del>	<del>HO</del>	<del>ZBA/Staff</del>
<u>Bed &amp; Breakfast Establishment</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
<u>Vacation Rental</u>	<u>Y</u>	<u>SP, except apartment rentals</u>	<u>ZBA/Staff</u>
***			

...

**Sec. 29.705. "RLP" RESIDENTIAL LOW DENSITY PARK ZONE.**

**Table 29.705(4)**  
**Residential Low Density Park (RLP) Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
<u>Household Living Accessory Uses</u>	-	-	-
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
<del>Short term Lodgings</del> <u>Short-Term Lodging</u>	<del>N</del>	-	
<u>Vacation Rental</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
***			

...

**Sec. 29.801. NEIGHBORHOOD COMMERCIAL ZONING STANDARDS**

...

**Table 29.801(2)**  
**Neighborhood Commercial (NC) Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
<u>Household Living Accessory Uses</u>	-	-	-
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
<del>Short-term Lodgings</del> <u>Short-Term Lodging</u>	<del>N</del>	-	
<u>Bed &amp; Breakfast Establishment</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
<u>Vacation Rental</u>	<u>Y</u>	<u>SP, except apartment rentals</u>	<u>ZBA/Staff</u>
***			-

...

**Sec. 29.802. "CCN" COMMUNITY COMMERCIAL NODE.**

...

**Table 29.802(2)**  
**Community Commercial Node (CCN) Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
Household Living	N		
<del>Short-term Lodgings</del> <u>Short-Term Lodging</u>	<u>Y, except Bed &amp; Breakfast Establishment, Vacation Rental</u>	SDP Minor	Staff
***			

...



**Sec. 29.804. "HOC" HIGHWAY-ORIENTED COMMERCIAL.**

...

**Table 29.804(2)**  
**Highway-Oriented Commercial (HOC) Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
<del>Short-term Lodgings</del> <u>Short-Term Lodging</u>	<u>Y, except Bed &amp; Breakfast Establishment, Vacation Rental</u>	SDP Minor	Staff
***			

...

**29.805. "PRC" PLANNED REGIONAL COMMERCIAL.**

...

**Table 29.805(2)**  
**Planned Regional Commercial (PRC) Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
<del>Short-term Lodgings</del> <u>Short-Term Lodging</u>	<u>Y, except Bed &amp; Breakfast Establishment, Vacation Rental</u>	SDP Minor	Staff
***			-

...

**Sec. 29.806. "CCR" COMMUNITY COMMERCIAL/RESIDENTIAL NODE.**

...

**Table 29.806(2)**  
**Community Commercial/Residential Node (CCR) Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
<del>Short-term Lodgings</del> <u>Short-Term Lodging</u>	<u>Y, except Bed &amp; Breakfast Establishment</u>	SDP Minor	Staff
<u>Vacation Rental*</u>	<u>Y</u>	<u>SP, except apartment rentals</u>	<u>ZBA/Staff</u>
***			

\*Vacation Rental has a different approval process from other Short-Term Lodging uses; however, apartment rentals used as a Vacation Rental in CCR are exempt from the Special Use Permit requirement.

...

**Sec. 29.808. "DSC" DOWNTOWN SERVICE CENTER.**

...

**Table 29.808(2)**  
**Downtown Service Center (DSC) Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
<del>Short-term Lodgings</del> <u>Short-Term Lodging</u>	<u>Y, except Bed &amp; Breakfast Establishment</u>	SDP Minor	Staff
<u>Vacation Rental*</u>	<u>Y</u>	<u>SP, except apartment rentals</u>	<u>ZBA/Staff</u>
***			

\*Vacation Rental has a different approval process from other Short-Term Lodging uses; however, apartment rentals used as a Vacation Rental in DSC are exempt from the Special Use Permit requirement.

\*\*\*

...

**Sec. 29.809. "CSC" CAMPUSTOWN SERVICE CENTER .**

...

**Table 29.809(2)**  
**Campustown Service Center (CSC) Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
<del>Short-term Lodgings</del> <u>Short-Term Lodging</u>	<u>Y, except Bed &amp; Breakfast Establishment</u>	SDP Minor	Staff
<u>Vacation Rental*</u>	<u>Y</u>	<u>SP, except apartment rentals</u>	<u>ZBA/Staff</u>
***			

\*Vacation Rental has a different approval process from other Short-Term Lodging uses; however, apartment rentals used as a Vacation Rental in CSC are exempt from the Special Use Permit requirement.

...

**Sec. 29.903. Research Park Innovation District (RI)**

...

**Table 29.903(2)**  
**RI Zone Uses**

USE CATEGORIES	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
<del>Short term Lodgings</del> <u>Short-Term Lodging</u>	<u>Y, except Bed &amp; Breakfast Establishment, Vacation Rental</u>	SDP Minor	Staff
***			

...

**Sec. 29.1003 S-SMD SOUTH LINCOLN SUB AREA MIXED-USE DISTRICT**

...

**Table 29.1003(2)**  
**South Lincoln Sub Area (S-SMD) Mixed-Use District**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
Household Living Accessory Uses			
***			
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
<del>Short term Lodgings</del> <u>Short-Term Lodging</u>	<del>N, except Bed and Breakfast permitted as a Home Occupation</del>	<del>HO</del>	<del>ZBA/Staff</del>
<u>Bed &amp; Breakfast Establishment</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
<u>Vacation Rental</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
***			

...

**Sec. 29.1004 "DGC" DOWNTOWN GATEWAY COMMERCIAL**

...

**Table 29.1004(2)**  
**Downtown Gateway Commercial Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
<del>Short term Lodgings</del> * <u>Short-Term Lodging</u>	<u>Y</u> , except Bed & Breakfast Establishment	SDP Minor	Staff
<u>Vacation Rental</u> *	<u>Y</u>	<u>SP, except apartment rentals</u>	<u>ZBA/Staff</u>
***			

\*Vacation Rental has a different approval process from other Short-Term Lodging uses; however, apartment rentals used as a Vacation Rental in DGC are exempt from the Special Use Permit requirement.

...

**Sec. 29.1101 "O-SFC" SINGLE FAMILY CONSERVATION OVERLAY**

\*\*\*

**(4) Permitted Uses.**

(a) Subject to the Building/Zoning Permit requirements of Section 29.1501, land, buildings and structures may be used for the following purposes in an O-SFC Zone without City Council approval, in accordance with standards and regulations of the Base Zone as set forth in Table 29.1101(4)(a) below:

**Table 29.1101(4)(a)**  
**Single Family Conservation Overlay (O-SFC) Uses**

<u>USE CATEGORIES</u>	<u>STATUS</u>	<u>APPROVAL REQUIRED</u>	<u>APPROVAL AUTHORITY</u>
<b><u>RESIDENTIAL USES</u></b>	-	-	-
<b><u>Household Living</u></b>	-		-
<u>Single-Family Dwelling</u>	<u>Y</u>		<u>Staff</u>
<u>Two-Family Dwelling</u>	<u>Y</u>		<u>Staff</u>
<b><u>Household Living Accessory Uses</u></b>	-	-	-
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
<b><u>Short-Term Lodging</u></b>			
<u>Bed &amp; Breakfast Establishment</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
<u>Vacation Rental</u> *	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>

\*Apartment rentals used as a Vacation Rental in RM/O-SFC are NOT exempt from the Special Use Permit requirement.

~~(i) Dwelling—Single Family~~

~~(ii) Dwelling—Two Family~~

(b) All uses and structures conforming to the Base Regulations and all lawfully vested nonconforming uses and structures that exist in the O-SFC on the effective date of the amendment of the official zoning map to

show the O-SFC are hereby deemed to be conforming with the terms of this Section. The O-SFC shall not be deemed to create a nonconforming use or structure within the scope of Section 29.307.

\*\*\*

**Sec. 29.1201. “F-VR” VILLAGE RESIDENTIAL DISTRICT.**

...

**Table 29.1201(5)  
Village Residential (F-VR) Floating Zone Uses**

USE CATEGORY	NEIGHBORHOOD CENTER	NEIGHBORHOOD GENERAL	NEIGHBORHOOD EDGE
<b>RESIDENTIAL*</b>			
***			

\*Household Living Short-Term Rental Accessory Uses are subject to the requirements of Chapter 35.

...

**Sec. 29.1202. “F-S” SUBURBAN RESIDENTIAL ZONE.**

...

**Table 29.1202(4)-1  
Suburban Residential Floating Zoning  
Residential Low Density (FS-RL) Uses**

USE CATEGORIES	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
Household Living Accessory Uses			
***			
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
Clubhouse	N		
<del>Short term Lodgings</del> <u>Short-Term Lodging</u>	<del>N, except Bed and Breakfast permitted as a Home Occupation</del>	<del>HO</del>	<del>ZBA/Staff</del>
<u>Bed &amp; Breakfast Establishment</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
<u>Vacation Rental</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
***			

...



**Table 29.1202(4)-2  
Suburban Residential Floating Zoning  
Residential Medium Density (FS-RM) Uses**

USE CATEGORIES	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
<b>RESIDENTIAL USES</b>			
***			
Household Living Accessory Uses			
***			
<u>Home Share</u>	<u>Y</u>		<u>Staff</u>
<u>Hosted Home Share</u>	<u>Y</u>		<u>Staff</u>
<del>Short-term Lodgings</del> <u>Short-Term Lodging</u>	<del>N, except Bed and Breakfast permitted as a Home Occupation</del>	<del>HO</del>	<del>ZBA/Staff</del>
<u>Bed &amp; Breakfast Establishment</u>	<u>Y</u>	<u>SP</u>	<u>ZBA/Staff</u>
<u>Vacation Rental</u>	<u>Y</u>	<u>SP, except apartment rentals</u>	<u>ZBA/Staff</u>
***			

...

**Sec. 29.1203. "F-PRD" PLANNED RESIDENCE DISTRICT**

...

**Table 29.1203(4)  
Planned Residence District (F-PRD) Floating Zone Uses**

Permitted Principle Uses	Permitted Accessory Uses
***	<p>Accessory uses of the Household Living category provided for in <u>Table 29.501(4)-1</u> <del>Section 29.500</del> of this ordinance.</p> <p><u>Short-Term Rentals are subject to the standards of Chapter 35.</u></p> <p>Garages</p> <p>Open space uses</p> <p>Home occupations subject to standards of Section 29.1304 of this ordinance</p> <p>Home Day Care subject to the standards of Section 29.1304</p> <p>Office and Trade use where the property owner can demonstrate through a written Market Study that the Office and Trade use can be supported by the residents of the Planned Residence District Project</p> <p>Rental services offices not to exceed 5,000 square feet</p> <p>Assisted Living, for the residents of the PRD</p>

**Sec. 29.1302. SHORT-TERM RENTAL REQUIREMENTS. BED & BREAKFAST ESTABLISHMENTS.**

- (1) **Special Use Permit.** Bed & Breakfast Establishments and Vacation Rentals must obtain a Special Use Permit from the Zoning Board of Adjustment prior to receiving a short-term rental license. Apartment rental units located in certain zoning districts are exempt from the Special Use Permit requirement: RM\*, RH, FS-RM, NC, CCR, DSC, CSC, and DGC. \*Apartment rentals in zoning district RM / O-SFC are not exempt.

- ~~(2) Apartment rental units located in the following zoning districts are exempt from the special use permit requirement: RM, RH, FS RM, NC, CCR, DSC, CSC, and DGC.~~
- (1) To obtain a Special Use Permit for a Bed & Breakfast Establishment, all criteria in "Home Occupations," set forth in Section 29.1304, must be met, in addition to the following:
- (2) **Guest Rooms.** A maximum of 5 per structure in the RM and RH Zones and a maximum of 2 per structure in the RL Zone. The Zoning Board of Adjustment may restrict the number of guest rooms to a lesser number.
- (3) **Breakfast shall be the only meal served.** This service must occur before 11:00 a.m. Only guests residing in the structure or persons living in the premises may be served. The structure shall not be remodeled into a commercial kitchen unless required by Environmental Health rules and regulations established pursuant to Municipal Code Chapter 11.
- (4) (2) **Guest Rooms.** Bed & Breakfast Establishments may have no more than five approved guest bedrooms. The Zoning Board of Adjustment will determine the number of bedrooms specific to the dwelling unit.
- (5) (3) **Off-Street Parking Requirements.** Bed & Breakfast Establishments must have one reserved space per guest room, plus one space for the owner. Vacation Rentals must have one space per guest bedroom, maximum of five spaces required; rental apartments in zones with less parking required are not subject to this standard. The parking spaces shall meet standards established by Section 29.406 of this Ordinance.
- (6) **Guests shall register** upon arrival, stating their names, current residence address and the license plate number of the vehicle that is being used by the guest. The registration form shall be kept by the owner for a period of 3 years and shall be made available for examination by a representative of the City upon one day's notice.
- (7) **Guest stays shall be limited to 2 weeks.**
- (8) **The Special Use Permit is not transferable to a subsequent owner or to another property.**
- (4) **Local and State Regulations.** The short-term rental establishment must comply with local and state regulations regarding all applicable permits and licenses including, but not limited to fire, health, food service, hotel, liquor, revenue, building/zoning permits and licenses.

...

#### **Sec. 29.1304. HOME OCCUPATIONS.**

##### **(1) Permitted, Special and Prohibited Home Occupations.**

...

##### **(viii) Bed and breakfast operations;**

..."

Section Two. Violation of the provisions of this ordinance shall constitute a municipal infraction punishable as set out in Ames Municipal Code Chapter 29.

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 July 1, 2019 and after its passage and publication as required by law. Enforcement of this ordinance shall begin on September 1, 2019.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
John A. Haila, Mayor

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY ENACTING A NEW SECTION 13.100(5)(b) THEREOF, FOR THE PURPOSE OF HARMONIZING CHAPTER 13 WITH CHAPTER 35, SHORT-TERM RENTAL CODE; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.**

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting a new Section 13.100(5)(b) as follows:

**“Sec. 13.100      GENERAL**

...

**(5)      Exceptions.**

The following residential structures are exempt from these rules:

...

(b) the use of a dwelling unit, wholly or partially, as a Bed & Breakfast Establishment, Home Share, or Hosted Home Share licensed under Chapter 35; Vacation Rentals as defined in Chapter 29 are not exempt.

...”

Section Two. Violation of the provisions of this ordinance shall constitute a municipal infraction punishable as set out in Ames Municipal Code Chapter 13.

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 July 1, 2019, and after its passage and publication as required by law. Enforcement of this ordinance shall begin on September 1, 2019.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
John A. Haila, Mayor

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF  
THE CITY OF AMES, IOWA, BY ENACTING A NEW  
CHAPTER 35, SHORT-TERM RENTAL CODE THEREOF FOR  
THE PURPOSE OF REGULATING SHORT-TERM RENTALS  
IN THE CITY OF AMES, IOWA; PROVIDING A PENALTY;  
AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

**“[NEW] Chapter 35 SHORT-TERM RENTAL CODE**

**Sec. 35.100. TITLE, PURPOSE AND SCOPE.**

These regulations shall be known as the Short-Term Rental Code of the City of Ames, hereinafter referred to as “this code.”

In the adoption of this code, the City finds that the short-term rental of dwelling units has the potential to be incompatible with surrounding residential uses. Therefore, special regulation for short-term occupancy is necessary to ensure that these uses will be compatible with surrounding residential uses and will not materially alter the character of neighborhoods in which they are located. This code provides reasonable and necessary regulations for the licensing and operation of short-term rental housing in order to:

- (1) Ensure the safety, welfare and convenience of renters, owners and neighboring property owners throughout Ames;
- (2) Help maintain the City’s needed housing supply for household living; and
- (3) Protect the character of the City’s neighborhoods by limiting the operations, number, and concentration of short-term rentals in residential zones.

**Sec. 35.200. DEFINITIONS.**

For the purposes of this code, the following words, terms and phrases have the meanings set forth herein. Where terms are not defined herein but are defined elsewhere, such as in *Ames Municipal Code Chapter 13, Rental Housing Code* or *Chapter 29, Zoning Ordinance*, such terms have the meanings ascribed therein.

**Apartment Rentals** means three or more residential dwelling units located on one parcel, under one ownership, and rented for household living purposes. The term includes what is commonly known as an apartment building, but does not include dwellings under separate ownership.

**Applicant** means a property owner or agent of a property owner who has filed an application for a short-term rental license.

**Bed & Breakfast Establishment** means the short-term rental of a portion of a dwelling unit that is the primary residence of the property owner, where the property owner is present and provides lodging, and may provide breakfast for overnight guests.

**Bedroom, Approved Bedroom** means any room or space used or intended to be used for sleeping purposes that is found to be in compliance with the standards of Chapter 13.

**Enforcement Officer** means that person or persons designated by the City Manager who is responsible for the administration and enforcement of this code.

**Dwelling Unit** means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**Guest Contract** means one or more persons who act as a single group and as a single reservation and payment for a short-term rental.

**Home Share** means the limited short-term rental of the entire dwelling unit that is the primary residence of the property owner, while the property owner is not present.

**Hosted Home Share** means the short-term rental of a portion of a dwelling unit that is the primary residence of the property owner, while the property owner is present. For the purposes of this definition, “present” means the property owner is staying in the dwelling overnight during the short-term rental.

**Letter of Compliance** means a document issued by the Inspection Division, stating the premises have been inspected and found to be in compliance with *Ames Municipal Code Chapter 13, Rental Housing Code*, on the date of inspection.

**Owner** means any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**Primary Residence** means a residence that 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 person may have only one primary residence.

**Rent** means payment of money, goods, labor, service or otherwise for use of a dwelling unit.

**Short-Term Rental** means the advertising, offering, renting, or otherwise availability of use of a dwelling unit for overnight lodging by paying guests for a period of thirty consecutive days or less. A short-term rental does not include any hotel or motel facility.

**Short-Term Rental License** means the regulatory license required by this code.

**Vacation Rental** means the short-term rental of an entire dwelling unit, which is not required to be the owner’s primary residence and which is generally offered for investment purposes through an online marketplace as a form of short-term lodging. A Vacation Rental may be offered on an ongoing basis throughout the year as long as each guest contract is for 30 days or less.

#### **Sec. 35.300. SHORT-TERM RENTAL LICENSING**

- (1) **License Required.** No person or entity may advertise, offer, operate, rent, or otherwise make available a short-term rental without a current short-term rental license issued by the City of Ames in accordance with the provisions of this code.
- (2) **Exemptions.** Apartment tenants offering Home Shares or Hosted Home Shares may operate without a license in all districts allowing short-term rentals.

#### **35.400 SHORT-TERM RENTAL STANDARDS**

- (1) **Application.** Any property owner or entity intending to allow or carry on the business of offering a short-term rental on their property must submit a written application with the Enforcement Officer demonstrating that the proposed short-term rental meets the required standards of this code. To receive approval, an applicant must demonstrate that all applicable standards listed below have been met:
  - (a) **Applicant is the Property Owner.** A license must be obtained and renewed annually by the property owner and will be issued in the property owner’s name. Single-family, two-family and condominiums are licensed individually by unit (one unit per license). Apartment rentals are licensed by parcel (one license for all units located within the parcel under one ownership).
    - (i) **Primary Residence.** The dwelling unit is the primary residence of the property owner for Home Shares, Hosted Home Shares and Bed & Breakfast Establishments.



- (ii) **Local Contact Information / Property Representative.** Home Shares and Vacation Rentals are required to have a local property representative with access to the unit who is authorized to make decisions regarding the use or condition of the unit. For a Hosted Home Share or Bed & Breakfast Establishment, the local representative is the property owner.
- (b) **Housing Type.** There is no restriction on the type of housing in which a short-term rental may be licensed.
- (c) **Zoning.** The dwelling unit is located in a zoning district permitting their use as a short-term rental, as identified in the zoning use tables found in Chapter 29, Zoning Ordinance. Generally, short-term rentals are allowed in any of the following zoning districts: A, RL, RM, UCRM, RLP, RH, F-VR, FS-RL, FS-RM, F-PRD, S-SMD, NC, CCR, DSC, CSC, and DGC, with the exception that apartment rentals located within the RL zoning district may NOT be utilized as short-term vacation rentals.
- (d) **Occupancy.**
  - (i) Hosted Home Shares are limited to a maximum of two approved bedrooms and two adults as guests per dwelling unit. The applicant must specify which portions of the dwelling unit will constitute the licensed premises available for use for the short-term rental.
  - (ii) Bed & Breakfast Establishments are permitted a maximum occupancy of two adults per approved bedroom. The Zoning Board of Adjustment determines the number of bedrooms specific to the dwelling unit. No more than five bedrooms may be approved.
  - (iii) Home Shares are limited to a maximum of two adults per approved bedroom, not to exceed a total of five adults per dwelling unit.
  - (iv) Vacation Rentals must align with the occupancy limitations of the *Ames Municipal Code Section 13.503*. No Vacation Rental shall exceed a total of five adults per dwelling unit.
  - (v) Any dwelling unit subject to a Letter of Compliance is bound by the Rental Code Occupancy Limitations, even if the Letter of Compliance is not required herein.
- (e) **Off-Street Parking.** Parking is provided according to the requirements of the *Zoning Ordinance Section 29.406* and the following:
  - (i) Hosted Home Shares - No additional parking required.
  - (ii) Bed & Breakfast Establishments - 1 reserved space per guest bedroom, plus 1 space for the owner.
  - (iii) Home Shares - 1 space per bedroom (maximum required - 5 spaces).
  - (iv) Vacation Rentals - 1 space per bedroom (maximum required - 5 spaces). Rental apartments in zones with less parking required are not subject to this standard.
- (f) **Fire Safety Requirements.** All units must complete a checklist for fire safety (means of egress and fire protection systems) and ensure continued compliance with fire safety regulations included in *Ames Municipal Code Chapter 13, Division VIII*.
- (g) **Tax Compliance.** At time of renewal, documentation must be provided indicating that required taxes for the previous year have been paid pursuant to *Ames Municipal Code Section 24.3*.
- (h) **Housing Rental Code Compliance (for Vacation Rentals).**
  - (i) It is unlawful for a short-term vacation rental to advertise or operate without a valid Letter of Compliance in effect.
  - (ii) Vacation Rentals must apply for a Letter of Compliance, prior to making application

for a short-term rental license. See *Ames Municipal Code Chapter 13*.

- (iii) Should an existing Letter of Compliance expire or be revoked during the licensing period, the short-term license will be considered as suspended.
- (iv) Special Apartment Restrictions or Exemptions.
  - a. RL Zoning. Apartment rentals located within the RL zoning district may NOT be utilized as short-term vacation rentals.
  - b. Percentage of Apartment Rentals within One Parcel. The short-term rental use of apartment rentals as vacation rentals [by the property owner] within a single parcel or common development is restricted to the greater of one short-term rental unit or up to 10% of the total number of units located within a parcel or common development.

(i) **Special Use Permit.**

- (i) Bed & Breakfast Establishments and Vacation Rentals must obtain a Special Use Permit from the Zoning Board of Adjustment, prior to receiving a short-term rental license.
  - (ii) Exemptions. Apartment rental units located in certain zoning districts are exempt from the special use permit requirement. These zoning districts include: RM, RH, FS-RM, NC, CCR, DSC, CSC, AND DGC.
- (j) **Inspection.** Upon application for a license all short-term rentals must be made available for City verification and inspection for compliance. Refusal by the applicant to allow such inspection shall be grounds for denial of a license. Subsequent inspections may be conducted as part of a regular periodic inspection program or as required to verify correction of deficiencies, or as necessitated by complaints.

(k) **Additional Operational Requirements.**

- (i) **Concurrent Guest Contracts Not Allowed Within a Dwelling Unit.** Accommodations must be offered as one guest contract only. Bed & Breakfast Establishments are exempt from this limitation and may offer one guest contract per approved bedroom.
- (ii) **Maximum Number of Days per Annual Renewal Period (for Home Shares only).** Unlike a Vacation Rental, which may be offered on an ongoing basis throughout the year, Home Shares are limited to a total of 90 days per annual renewal period, with each guest contract including a period of 30 days or less.
- (iii) **Mandatory Postings of License.** A copy of the short-term rental license issued by the City must be displayed in a prominent location within the interior of the dwelling near the front door. Apartments may post in common area.
- (iv) **Registry of Guests.** Each owner must keep a registry of short-term rental guests accommodated during the licensing period.
- (v) **Responsiveness to Complaints.** The owner or representative must respond to complaints in a reasonably timely manner and shall maintain a record of the actions taken in response.
- (vi) **Ongoing Compliance.** The short-term rental standards must operate as continuing code compliance obligations of the applicant.

**Sec. 35.500. ADMINISTRATIVE PROCEDURES.**

- (1) **Administrative Rules.** The Enforcement Officer shall have the authority to establish administrative rules and regulations consistent with this code, for the purpose of interpreting, carrying out, and enforcing it.
- (2) **Application Review and Issuance of License including Renewal.**

- (i) **Application Form.** Application for a short-term rental license or license renewal must be on forms provided by the City.
- (ii) **License Fee.** The application fee for a short-term rental license or license renewal must be as established by resolution of the City Council. These fees are in addition to any other permit or registration fees that may be required.
- (iii) **Application Submittal and Review.** Complete and accurate information must be provided to the City.
  - a. **Staff review.** The application will be reviewed by staff within five working days for completeness.
  - b. **Incomplete Application.** Any application that does not include all required information will be considered incomplete. In such cases, the City will notify the applicant in writing, explaining the information required. If the applicant does not provide the required information within 30 days of the notice, the application will be deemed withdrawn/denied for lack of responsiveness with no return of application fees.
  - c. **Inspection.** All premises being considered for licensure as a short-term rental must be subject to inspection by the City for the purpose of investigating and determining compliance with the requirements of this code. Should the premises not be made available for inspection when requested, the application will be considered incomplete.
  - d. **Approval.** A complete application in compliance with this code will be approved and granted a one-year license.
  - e. **Conditional Approval.** When circumstances do not warrant a full one-year license, a conditional approval may be granted. A conditional approval allows an applicant to operate while coming into full compliance or while correcting a violation. A conditional approval is time limited for no more than three months and is not renewable.
  - f. **Denial including Non-Renewal.** Any violation of the provisions of this code may be considered during the application review and may result in denial or non-renewal. Verified complaints with notice of corrective action involving violations of the zoning code, building code, and/or applicable laws or regulations may be a basis for denying a license. A property owner may not reapply for a period of 12 months if denied a short-term rental license based upon this section.
  - g. **Notification.** Within 30 days of determining the receipt of a complete application, the applicant will be notified of approval, denial, or additional information needed to approve the request.

(3) **Term.**

- (i) All licenses shall terminate after one year. Annual renewal applications must be submitted by the property owner of record, prior to expiration.
- (ii) If a short-term rental license expires, the dwelling unit may not be used or occupied as a short-term rental until such time as a subsequent license has been granted for that unit or in the case of apartment rentals, no dwelling unit may be used as a short-term rental until such time as a subsequent license has been granted for that parcel.

(4) **Transferability.** The license must be issued in the name of the property owner and is not transferable to a subsequent owner or to another property.

(5) **Revocation.**

- (i) The Enforcement Officer may immediately revoke or temporarily suspend a short-

term rental license based upon any of the following, if it is found that:

- a. A required Letter of Compliance has either expired or been revoked;
  - b. The licensee, designated operator, or guest has violated or failed to meet any of the provisions of this code or conditions of the license;
  - c. The applicant has made a false statement of material fact on an application for a short-term rental license;
  - d. The licensee, designated operator, or guest has violated any federal, state, or city law or regulation pertaining to the use of the property as a short-term rental; or
  - e. The Chief of Police or Fire Chief and/or their designees have determined that the short-term rental would pose a serious threat to public health, safety, or welfare.
- (ii) The Enforcement Officer shall send or deliver written notice to the property owner stating the basis for the decision of revocation or suspension, the effective date of the revocation or suspension, the right to appeal the decision, and the procedure for filing an appeal. Any notice of suspension must include information about possible corrective action and time for compliance, as applicable.
  - (iii) Upon revocation of a license, the dwelling unit or parcel described in the license is ineligible to receive another license pursuant to this code for one year from the date of revocation.
- (6) **Violations and Penalties.** In addition to the aforementioned actions of revocation, suspension, denial or non-renewal of a license, any violation of any provision of this code may also be enforced as a municipal infraction by the Enforcement Officer. The penalty for a first violation shall be \$500. The penalty for each subsequent violation shall be \$750.

**Sec. 35.600. APPEALS.**

Any party aggrieved by the Enforcement Officer's decision to deny, suspend, revoke, or issue a license may appeal the determination to the Zoning Board of Adjustment within 30 days, under the procedures set forth in *Zoning Ordinance Section 29.1403(8)*.

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

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 July 1, 2019 and after its passage and publication as required by law. Enforcement of this ordinance shall begin on September 1, 2019.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
John A. Haila, Mayor

**COUNCIL ACTION FORM**

**SUBJECT:** FIRE STATION #1 PARKING LOT RECONSTRUCTION

**BACKGROUND:**

When Fire Station #1 was constructed in 1979, underground fuel tanks were installed underneath the rear drive. The fuel tanks were removed, and the void was filled, but settling of the pavement has occurred, causing accelerated damage. Public Works engineers evaluated the concrete and agreed the lot needed to be replaced. The impervious area of this redevelopment is under one acre, thus post-construction stormwater requirements will not be required.

On April 17, 2019 bids for the project were received as follows:

<i><b>Bidder</b></i>	<i><b>Total Bid Amount</b></i>
Engineer's estimate	\$112,629
Manatt's Inc	\$78,437.08
Jensen Builders LTD	\$96,101.88
Absolute Concrete	\$97,995.30
Caliber Concrete LLC	\$108,904.73
Con-Struct Inc.	\$124,264.00

Engineering and construction administration expenses are estimated at \$16,900, bringing the **estimated project cost to \$95,337.08.**

This project is shown in the 2018/19 Capital Improvements Plan programs with funding in the amount of \$137,000 in G.O. Bonds.

**ALTERNATIVES:**

- 1a. Accept the report of bids for the Fire Station #1 Parking Lot Reconstruction project.
- b. Approve the final plans and specifications for this project.
- c. Award the Fire Station #1 Parking Lot Reconstruction project to Manatt's Inc. of Ames, IA, in the amount of \$78,437.08.

2. Award the contract to one of the other bidders.
3. Do not proceed with this project.

**MANAGER'S RECOMMENDED ACTION:**

Replacing this parking lot will provide a more stable pavement at Fire Station #1, thereby ensuring that no lot-related damage will occur to fire apparatus and reducing maintenance costs.

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



**COUNCIL ACTION FORM**

**SUBJECT:** TEAGARDEN AREA DRAINAGE IMPROVEMENTS

**BACKGROUND:**

In preparing the Teagarden Area Drainage Improvements, a Request for Proposal was issued for design service. On August 26, 2016 the City Council approved an agreement with Bolton & Menk Inc. for the design of these improvements in an amount not to exceed \$69,500. Bolton & Menk Inc. has been working on this design phase since 2016. City staff had been working with the owners of the two properties involved in the project where the improvements are planned. Bolton and Menk submitted check plans (60% of the design completion) for the City staff to review in 2018. At the time of that plan submittal, it was found that one of the properties was sold and the new owner disagreed with the chosen design solution.

Due to the additional design effort needed in working with the property owners, on November 27, 2018, the City Council approved additional professional services in an amount not to exceed \$21,500. New design solutions were developed and reviewed with the owners and were agreed upon. Bolton & Menk Inc. completed plans and specification for this contract with a total estimated construction cost of \$245,230. Engineering and construction administration costs are estimated at \$115,500, bringing the **total estimated costs to \$360,730.**

On April 17, 2019, bids for the project were received as follows:

<i><b>Bidder</b></i>	<i><b>Amount</b></i>
Engineer's estimate	\$360,730.00
Con-Struct, Inc.	\$333,494.00
Keller Excavating	\$491,721.00

Revenue and expenses associated with this program are estimated as follows:

	<b>Available Revenue</b>	<b>Estimated Expenses</b>
Storm Sewer Utility Fund (carried over)	\$ 430,692.00	
G.O Bonds	\$ 503,063.00	
Construction (Low Bid)		\$ 333,494.00
Engineering/Administration (Est.)		\$ 115,500.00
	<u>\$ 933,755.00</u>	<u>\$ 448,994.00</u>

**ALTERNATIVES:**

1. a. Accept the report of bids for the Teagarden Area Drainage Improvements Project.  
b. Motion continuing the public hearing to the May 14, 2019, City Council meeting.
2. Award the contract without having received the signed easements.
3. Do not proceed with this project.

**MANAGER'S RECOMMENDED ACTION:**

**The required permanent and temporary construction easements have been given to the property owners, but it is anticipated that they will not be signed and returned before the City Council meeting on April 23, 2019. Bids can be reported and accepted but a recommendation for project award will be delayed until the easements are signed and received. It is expected that the recommendation for award will be brought back to City Council at the May 14<sup>th</sup> meeting.**

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

ITEM#: 45  
DATE: 04-23-19

**COUNCIL ACTION FORM**

**SUBJECT: 2018/19 COLLECTOR STREET PAVEMENT IMPROVEMENTS  
(HICKORY DRIVE – WESTBROOK DRIVE TO WOODLAND STREET)**

**BACKGROUND:**

This is the annual program for reconstruction or rehabilitation of collector streets. Locations are chosen in accordance with the most current street condition inventory. This project along Hickory Drive from Westbrook Drive to Woodland Street will include pavement improvements, repair/replacement of select storm sewer and sanitary sewer, and watermain replacement and transfers.

During the design phase, the plans were prepared following the Complete Streets Plan. When design was completed, the impact of the complete street plan implementation (infill of sidewalk along the west side of the street) exceeded the 22% cost increase threshold. Therefore, it has not been implemented with this project. There were also significant topographical concerns that would have included cutting down several trees. Staff held a public meeting to obtain input on staging, construction timing, and special access needs. Comments were received and incorporated into the project design.

City staff has completed plans and specifications for this project with a base bid and then alternatives for the type of pavement used on the project. Alternative A will be for using concrete and Alternative B for using asphalt. A table of total estimated costs for each alternative is shown below:

	<b><u>Base + Alt A (concrete)</u></b>	<b><u>Base + Alt B (asphalt)</u></b>
Base Bid (estimate)	\$ 975,650	\$ 975,650
Paving Alt. (estimate)	\$ 355,225	\$ 298,300
<b>Construction Subtotal</b>	<b>\$1,330,875</b>	<b>\$1,273,950</b>
Engineering	\$ 360,000	\$ 344,000
<b>Total Project Costs</b>	<b>\$1,690,875</b>	<b>\$1,617,950</b>

On April 17, 2019, bids for the project were received as follows:

<b><i>Bidder</i></b>	<b><i>Base+Alt A Amount</i></b>	<b><i>Base+Alt B Amount</i></b>
Engineer's estimate	\$1,690,875.00	\$1,617,950.00
Manatt's Inc	N/A	\$1,222,195.05
Con-Struct Inc	\$1,583,961.00	N/A

Absolute Concrete	\$1,609,457.75	N/A
Keller Excavating	\$1,441,518.80	\$1,400,300.80

Revenue and expenses associated with this program are estimated as follows:

	Available Revenue	Estimated Expenses
G.O. Bonds	\$ 1,750,000	
Construction (Low Bid: Base + Alt B)		\$1,222,195.85
Engineering/Administration (Est.)		\$ 344,000.00
	\$ 1,750,000	\$1,566,195.85

**ALTERNATIVES:**

1. a. Accept the report of bids for the 2018/19 Collector Street Pavement Improvements (Hickory Drive – Westbrook Dr. to Woodland St.) Project.
- b. Approve the final plans and specifications for this project.
- c. Award the 2018/19 Collector Street Pavement Improvements (Hickory Drive – Westbrook Dr. to Woodland St.) project to Manatts Inc. of Ames, Iowa, in the amount of \$1,222,195.85.
2. Award the contract to one of the other bidders.
3. Do not proceed with this project.

**CITY MANAGER’S RECOMMENDED ACTION:**

By approving final plans and specifications and awarding the contract, this project will result in substantially lower street maintenance costs along Hickory Drive in the future.

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

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DATE: 04-23-19

**COUNCIL ACTION FORM**

**SUBJECT: 2014/15 STORM WATER FACILITY REHABILITATION PROGRAM  
(SOMERSET SUBDIVISION)**

**BACKGROUND:**

In accordance with the requirements at the time that Somerset Subdivision was built, new developments within the community were required to provide management for storm water quantity control. However, it was standard practice in the developers' agreements that the City of Ames would be responsible for the long-term maintenance of many of these facilities in residential areas. As these facilities age, sediment accumulates, volunteer vegetation becomes more prevalent, erosion occurs, and structures need to be improved. This annual program addresses those concerns.

The City of Ames contracted with CGA Inc. of Ames Iowa to perform a hydraulic study, to analyze this facility, and to provide a recommendation and design on the needed improvements. CGA Inc. has completed plans and specifications to increase storage capacity and establish bank stabilization with a total estimated construction cost of \$265,495. Engineering and construction administration costs are estimated at \$30,000, bringing the **total estimated costs to \$295,495.00.**

On April 17, 2019, bids for the project were received as follows:

<i><b>Bidder</b></i>	<i><b>Amount</b></i>
Engineer's estimate	\$265,495.00
Con-Struct, Inc.	\$499,075.00

Revenue and expenses associated with this program are estimated as follows:

	<b>Available Revenue</b>	<b>Estimated Expenses</b>
2014/15 Storm Sewer Utility Fund (carried over)	\$ 100,000	
2018/19 Storm Water Utility Fund	\$ 100,000	
2018/19 Storm Water Utility Fund	\$ 100,000	
Construction (Low Bid)		\$ 499,075.00
Engineering/Administration (Est.)		\$ 30,000.00
	<u>\$ 300,000</u>	<u>\$ 529,075.00</u>

**ALTERNATIVES:**

1. Reject all bids for the 2014/15 Storm Water Facility Rehabilitation (Somerset Subdivision) Project and rebid at a later date.
2. Proceed with awarding this project and identifying additional funding.

**MANAGER'S RECOMMENDED ACTION:**

**Staff has had discussions with the low bidder. It is believed minor work item changes can be made without significantly changing the outcomes of the project. Allowing more time to complete the bids should also result in better bids. Staff will, therefore, work with the consultant to make modifications to the design and re-bid the project at a later date.**

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



**COUNCIL ACTION FORM**

**SUBJECT:**      **POWER PLANT STEAM TURBINE UNIT 7 PARTS PROCUREMENT**

**BACKGROUND:**

This project is for the procurement of critical and miscellaneous parts for the Power Plant's Unit 7 Turbine-Generator Overhaul project. This unit is scheduled to be disassembled, inspected, and repaired at the same time as the Unit 7 Boiler Repair Project being performed this year. These parts were first bid in early March when three non-responsive bids were received. On March 26, 2019, Council rejected the non-responsive bids and approved preliminary plans and specifications for purchase of Unit 7 Steam Turbine Parts with a bid due date of April 16, 2019. The three bidders on the first bid were notified of the non-responsive issues in these bids.

This work is required to replace worn parts found during the inspection of the turbine and generator. Repairs and replacement of worn parts will be completed as the inspection progresses. Experience has shown that certain parts require replacement every major overhaul and some parts become unusable during the disassembly process. This overhaul and parts replacement is required and recommended by boiler and machinery insurance carriers and follows accepted industry standards.

**This portion of the project is for the purchase and delivery of turbine parts required to replenish inventory items and parts expected to be used during the overhaul.**

Bid documents were issued to 23 firms 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 April 16, 2019, four bids were received. Two of the bids were determined to be non-responsive. The two responsive bids are shown on the attached report.

The Progress Group Schererville IN	Not responsive
Steam Turbine Alternative Resources, Inc. (STAR) Marion OH	Not responsive
Argo Turboserve Corporation Rutherford NJ	See attached report
Mechanical Dynamics & Analysis LLC Clifton Park NY	See attached report

The engineer's estimate for anticipated parts was \$515,000 based on preliminary quotes received from General Electric, the turbine-generator original equipment manufacturer (OEM).

The approved FY 2018/19 Capital Improvements Plan includes the following funding for the Unit 7 Turbine Generator Overhaul.

2017/18 Engineering/Parts	\$750,000
2018/19 Labor	\$1,500,000
2018/19 GE Tech Support	<u>\$300,000</u>
<b>TOTAL</b>	<b>\$2,550,000</b>

Staff is reviewing the bids and has sought documentation from the low bidder that the parts offered meet GE specifications for manufacturing, tolerances, metallurgy and other factors. That documentation has not yet been received.

**ALTERNATIVES:**

1. Accept the report of bids for Power Plant Unit 7 Steam Turbine Parts and delay award until staff is able to determine whether the low bidder is offering parts that fully meet GE specifications.
2. Reject all bids and delay purchase of steam turbine parts.

**CITY MANAGER'S RECOMMENDED ACTION:**

These parts that are being solicited will most likely be needed for the Power Plant's Unit 7 Turbine-Generator Overhaul project and can also be placed in inventory. It is necessary to determine that parts meet GE specifications before awarding a contract.

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