

AGENDA
MEETING OF THE AMES AREA METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION POLICY COMMITTEE AND
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL - 515 CLARK AVENUE
JULY 9, 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.

AMES AREA METROPOLITAN PLANNING ORGANIZATION (AAMPO)
TRANSPORTATION POLICY COMMITTEE MEETING*

CALL TO ORDER: 6:00 p.m.

1. Hearing on Second Amendment to FFY 2019-2022 Transportation Improvement Program (TIP):
 - a. Motion approving Second Amendment
2. Hearing on FFY 2020-2023 TIP:
 - a. Resolution approving final FFY 2020-2023 TIP for submission to the Iowa Department of Transportation

POLICY COMMITTEE COMMENTS:

ADJOURNMENT:

REGULAR CITY COUNCIL MEETING*

*The Regular City Council Meeting will immediately follow the meeting of the Ames Area Metropolitan Planning Organization Transportation Policy Committee.

PROCLAMATION:

1. Proclamation for Parks & Recreation Month, July 2019
2. Proclamation for Summer Learning Week, July 8 - July 13, 2019

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

3. Motion approving payment of claims
4. Motion approving Minutes of Special Meeting held June 18, 2019, and Regular Meeting held June 25, 2019
5. Motion approving Report of Change Orders for June 16 - 30, 2019
6. Motion approving new 5-day Special Class C Liquor License (July 9-13) - Ames Main Street,

2520 Airport Drive

7. Motion approving Class B Beer Liquor License ownership change - Panchero's Mexican Grill - 1310 S Duff Avenue
8. Motion approving new 5-day Class B Beer Liquor License (July 25-29) - The Whimsical Wine Trailer, 1407 S University Blvd
9. Motion approving new 5-day Class C Liquor License (July 19-23) - Whatcha Smokin BBQ, 1407 S University Blvd
10. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor License with Sunday Sales - Red Lobster #0747, 1100 Buckeye Avenue
 - b. Class C Liquor License with Sunday Sales - Welch Ave Station, 207 Welch Avenue - PENDING DRAM SHOP
 - c. Class C Beer Permit with Class B Native Wine and Sunday Sales - Hampton Inn & Suites Ames, 2100 SE 16th Street
 - d. Class C Liquor License with Catering, Outdoor Service and Sunday Sales - Iowa State Center - Scheman, Scheman Building, Iowa State University
 - e. Class C Liquor License with Outdoor Service and Sunday Sales - NorthCyde Kitchen & Keg, 823 Wheeler Street, Ste. 1
 - f. Class B Beer with Sunday Sales - Panchero's Mexican Grill, 1310 S. Duff Avenue, Ste. 103
 - g. Class C Liquor License with Sunday Sales - Applebee's Neighborhood Grill & Bar, 105 Chestnut
 - h. Class C Liquor License with Living Quarters and Sunday Sales - Sportsman's Lounge, 123 Main Street
11. Motion approving request from Iowa Sports Foundation, Inc. for Fireworks Permit for display at Jack Trice Stadium on July 19, 2019, for Iowa Games, pending approval of City Fire Inspector
12. Resolution approving Encroachment Permit for a sign at 212 Hayward Avenue
13. Resolution approving Professional Services Agreement with KFI Engineers, Inc., of St. Paul, Minnesota, for design of the Water Plant Dehumidification Project in an amount not to exceed \$66,500
14. Resolution approving Memorandum of Agreement and Agency Access Agreements with the Huxley Police Department allowing access to the public safety network
15. Resolution waiving Purchasing Policies' bidding requirements and extending an engagement with Ahlers and Cooney, P.C., of Des Moines, Iowa, in an amount not to exceed \$15,000 for legal services related to application of *Iowa Code* Chapter 20
16. Resolution waiving Purchasing Policies' bidding requirements and authorizing purchase of software maintenance from Superior, LLC (a CentralSquare company)
17. Resolution waiving Purchasing Policies' bidding requirements and authorizing purchase of MAPSG software maintenance from Superior, LLC (a CentralSquare company)
18. Resolution approving preliminary plans and specifications for 2017/18 Water System Improvements - Water Service Transfer (10th Street and 12th Street); setting August 7, 2019, as bid due date and August 13, 2019, as date of public hearing
19. Resolution approving preliminary plans and specifications for 2018/19 Water System Improvements (Burnett Avenue, Murray Drive); setting August 7, 2019, as bid due date and August 13, 2019, as date of public hearing
20. Resolution approving preliminary plans and specifications for 2014/15 Storm Water Facility

Rehab Program (Somerset); setting August 7, 2019, as bid due date and August 13, 2019, as date of public hearing

21. Resolution approving preliminary plans and specifications for 2017/18 Shared Use Path System Expansion (W. Lincoln Way); setting August 7, 2019, as bid due date and August 13, 2019, as date of public hearing
22. Resolution awarding contract to C.E.M Solutions, Inc., of Hernando, Florida, for Emissions Testing Services Contract for Power Plant for FY 2019/20 in an amount not to exceed \$40,000
23. Resolution approving contract renewal for FY 2019/20 with Itron, Inc., of Liberty Lake, Washington, to furnish water meters, radio units, and related parts in an aggregate amount not to exceed \$450,400
24. Resolution approving contract and bond for Underground Trenching Services for Electric Services - Primary Contract
25. Resolution approving contract and bond for Underground Trenching Services for Electric Services - Secondary Contract
26. Resolution approving contract and bond for Scaffolding & Related Services & Supply Contract
27. Resolution accepting completion of 2016/17 Traffic Signal Program (6th Street/Hazel Avenue)
28. 397 Wilder Avenue:
 - a. Resolution setting July 23, 2019, as date of public hearing regarding vacating public utility, surface water flowage, and storm sewer easements
 - b. Resolution approving Plat of Survey
29. Scenic Valley Subdivision, 4th Addition:
 - a. Resolution approving Final Plat
 - b. Resolution establishing parking regulations
30. Resolution approving Final Plat for Deery Subdivision, Plat 2 (1810 SE 16th Street)

PUBLIC FORUM: This is a time set aside for comments from the public on topics of City business other than those listed on this agenda. Please understand that the Council will not take any action on your comments at this meeting due to requirements of the Open Meetings Law, but may do so at a future meeting. The Mayor and City Council welcome comments from the public; however, at no time is it appropriate to use profane, obscene, or slanderous language. The Mayor may limit each speaker to three minutes.

PLANNING & HOUSING:

31. Southwood Subdivision, 4th Addition:
 - a. Resolution approving Development Agreement
 - b. Resolution approving Final Plat

HEARINGS:

32. Hearing on Voluntary Annexation of 18 parcels generally located south of the current City limits between University Boulevard/530th Avenue and Cedar Lane:
 - a. Resolution approving Pre-Annexation Agreement
 - b. Resolution approving annexation
33. Hearing on Landscape Plan for the Major Site Development Plan for 2105 and 2205 E. Lincoln

Way on:

- a. Resolution approving Major Site Development Plan accepting alternatives to the Landscape Plan
34. Hearing on conveyance of vacated right-of-way adjacent to 635 Agg Avenue to Steven and Sarah Walter:
 - a. Third passage and adoption of ORDINANCE NO. 4388 vacating right-of-way adjacent to 635 Agg Avenue
 - b. Resolution approving conveyance of vacated right-of-way
35. Hearing on zoning text amendment to Chapter 29.401(5) to allow multiple buildings on single lots in certain zoning districts:
 - a. First passage of ordinance
36. Hearing on Campustown Public Improvements - Water Service Replacement (Lincoln Way from Hayward Avenue to Welch Avenue)
 - a. Resolution approving final plans and specifications and awarding contract to Jet Drain Services LLC of Ames, Iowa, in the amount of \$172,002.06

ORDINANCES:

37. Second passage of ordinance rezoning 3315 S. Riverside Drive from Agricultural to Research Park Innovation District

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*.

**AMES AREA METROPOLITAN PLANNING ORGANIZATION (AAMPO)
TRANSPORTATION POLICY COMMITTEE ACTION FORM**

SUBJECT: AMENDMENT TO THE FFY 2019 - 2022 TRANSPORTATION IMPROVEMENT PROGRAM

BACKGROUND:

To receive Federal funds for transportation improvement projects, it is necessary for the projects to be included in the approved Iowa Department of Transportation statewide plan. The Ames regional FFY 2019 – 2022 Transportation Improvement Program was originally adopted in July 2018. In September, CyRide applied for Iowa Clean Air Attainment Program (ICAAP) funds from the State of Iowa. On January 8, 2019, the **Iowa Transportation Commission awarded a total of \$702,848 to CyRide of ICAAP funds for West Ames Changes: New expansion route #21 Lilac & bus; added frequency #1 Red, #11 Cherry, #7 Purple.** To make the funds accessible for CyRide, the projects must be programmed into the FFY 2019 - 2022 TIP to allow the transfer of funds from the highway program to the transit program.

This amendment to the Federal Fiscal Year (FFY) 2019 - 2022 Transportation Improvement Program adds one project:

TPMS #	Project Sponsor	Project Name	Federal Funds	Total Project Cost	Year
(NEW)	CyRide	West Ames Route Changes: New expansion route #12 Lilac & bus; added frequency #1 Red, #11 Cherry, #7 Purple	\$702,848	\$905,817	FFY 2019

A comment period was opened on May 28, 2019 after the Policy Committee approved the draft amendment and concluded on June 28, 2019. No comments were received; therefore, no changes were requested to the proposed amendments.

ALTERNATIVES:

1. Approve the amended FFY 2019 – 2022 Transportation Improvement Program.
2. Approve the amended FFY 2019 – 2022 Transportation Improvement Program, with Transportation Policy Committee modifications.

ADMINISTRATOR'S RECOMMENDED ACTION:

The Ames Area MPO Transportation Technical Committee has reviewed and now recommends approval of the proposed amendments to the FFY 2019 - 2022 Transportation Improvement Program.

Therefore, it is recommended by the Administrator that the Transportation Policy Committee adopt Alternative No. 1, as noted above.

**AMES AREA METROPOLITAN PLANNING ORGANIZATION (AAMPO)
TRANSPORTATION POLICY COMMITTEE ACTION FORM**

SUBJECT: FFY 2020 - 2023 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

BACKGROUND:

To receive Federal funds for transportation improvement projects, it is necessary for the projects to be part of the approved statewide plan. The initial step in this process is for the Ames Area MPO to develop a draft Transportation Improvement Program (TIP). The attached plan provides improvement projects for streets, trails, and CyRide. **New projects selected for regional transportation funding, along with previously awarded projects and state-sponsored projects within the Ames area, have been incorporated into the FFY 2020-23 TIP.**

The Policy Committee approved the draft FFY2020-23 TIP on May 28, 2019. During the public comment period, the document and project maps were available online and at a public input session held on May 21, 2019. No comments have been received by staff.

ALTERNATIVES:

1. Approve the final FFY 2020 – 2023 Transportation Improvement Program for submission to the Iowa Department of Transportation.
2. Approve the final FFY 2020 – 2023 Transportation Improvement Program with Transportation Policy Committee modifications for submission to the Iowa Department of Transportation.

ADMINISTRATOR'S RECOMMENDED ACTION:

The Transportation Technical and Policy Committees reviewed and unanimously approved the draft FFY 2020-2023 TIP. The Ames Area MPO staff received and addressed comments from the Iowa Department of Transportation, Federal Highway Administration, and Federal Transit Administration. At the public input session, no revisions were requested by the public. The final FFY 2020 – 2023 Transportation Improvement Program is due to the Iowa Department of Transportation by July 15, 2019.

Therefore, the Administrator recommends that the Transportation Policy Committee adopt Alternative No. 1, as noted above.

FINAL

Federal Fiscal Years 2020 – 2023 Transportation Improvement Program

Ames Area Metropolitan Planning Organization

The Ames Area MPO prepared this report with funding from the U.S. Department of Transportation's Federal Highway Administration and Federal Transit Administration, and in part through local matching funds of the Ames Area Metropolitan Planning Organization member governments. These contents are the responsibility of the Ames Area MPO. The U.S. government and its agencies assume no liability for the contents of this report or for the use of its contents. The Ames Area MPO approved this document on July 9, 2019. Please call (515) 239.5160 to obtain permission to use.

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INTRODUCTION

The Federal Fiscal Year 2020 - 2023 Transportation Improvement Program is the short-range implementation program for Federally funded and regionally significant transportation projects. The TIP is a requirement of 23 CFR 450.326 for metropolitan planning organizations to develop a program reflecting the investment priorities established in the long-range transportation plan covering at least four (4) years. The Ames Area MPO develops a new TIP annually in cooperation with the Iowa Department of Transportation and CyRide. The Ames Area TIP is included into the State Transportation Improvement Program (STIP), which is developed by the Iowa Department of Transportation.

The TIP can be found online at:

<https://www.cityofames.org/government/aampo/tip>

The STIP can be found online at:

https://iowadot.gov/program_management/statewide-transportation-improvement-program-stip

Role of the TIP

The Transportation Improvement Program (TIP) is a public document developed of planned transportation improvements within the Ames Area MPO planning boundary that are expected to utilize Federal-aid funds. Each project must include specific information detailing the project including the scope, year-of-expenditure cost, funding sources, and location. Projects included in the program are those receiving Federal funds or are considered regionally significant. Local projects not using Federal funds to construct them may not be listed in the program.

The TIP is a short-range plan and is considered a tool for implementing the long-range transportation plan. Projects must be identified in the long-range plan prior to being listed in the TIP, and a project can not receive Federal funds unless it is contained in the TIP.

Ames Area MPO Organization

The Ames Area MPO was officially designated the MPO of the Ames urbanized area by the Governor of Iowa in March 2003. This designation was the result of the Ames urbanized area having a population of greater than 50,000 in the 2000 census. As a result of the 2010 Census, the urbanized areas of Ames and Gilbert were combined into one urbanized area, therefore requiring the Metropolitan Planning Area to be expanded to encompass this area in its entirety. The Ames Area MPO approved the current Metropolitan Planning Area boundary on November 13, 2012. The City of Gilbert and Iowa State University were added to the Transportation Policy Committee on March 26, 2013.

Ames is located in central Iowa and is served by Interstate 35, U.S. Highway 30, and U.S. Highway 69. Surface transportation needs are met through over 248 centerline miles of streets. The community has a very progressive transit system, CyRide, which carries over six million bus passengers per year. While the majority of transit users have Iowa State University ties, CyRide serves the entire Ames community.

The Ames Area MPO area includes the Ames Municipal Airport, which serves general aviation needs for business, industry, and recreation users. On average 119 aircraft operations occur per day at the

Ames Municipal Airport. Railroad provides freight service to the area by dual east-west mainline tracks and a northern agricultural spur.

The Ames Area MPO provides continuity of various transportation planning and improvement efforts throughout the Ames urban area. The City of Ames serves as the fiscal agent for the Ames Area MPO.

The Ames Area MPO consists primarily of two standing committees: The Transportation Policy Committee and the Transportation Technical Committee.

TRANSPORTATION POLICY COMMITTEE

The Transportation Policy Committee (TPC) is the policy setting board of the MPO and the membership consists of local officials. Voting membership on the committee includes city and county governments located, wholly or partially, in the Ames Area MPO planning boundary as well as the local transit agency. Currently the TPC membership includes: City of Ames, City of Gilbert, CyRide, Boone County, and Story County. The Iowa Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, and Iowa State University serve as advisory, non-voting, representatives.

TRANSPORTATION TECHNICAL COMMITTEE

The Transportation Technical Committee (TTC) consists of technical personnel from various agencies involved in transportation issues within the planning area. The Transportation Technical Committee formulates the procedural details of the Transportation Planning Work Program. The committee reviews and monitors the output of various MPO activities identified in the work program and makes recommendations to the policy committee. The committee is also responsible for assisting in developing the short and long-range transportation plans. The Iowa Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration serve as advisory, non-voting, representatives.

Public Participation in the Planning Process

This document was developed in coordination with MPO member agencies, regional stakeholders, and members of the public. The MPO planning process includes strategies to disseminate information about the project selection process and provides opportunities for interested parties to provide information to the policy committee.

EDUCATION AND INFORMATION

WEBSITE

The Ames Area MPO utilizes the MPO website at <https://www.aampo.org> to make draft documents, maps, and other materials accessible anytime of any day in a format that is adaptable to mobile devices and website text which can be translated into any language available through translation services.

E-NOTIFICATION

Anyone with an e-mail address may sign-up for receiving notifications of news and events published from the MPO with our e-notification system. During the development of this program, approximately 160 users receive e-notifications, including announcements of FFY 20-23 TIP public meetings, public comment periods, and draft documents.

PUBLIC INVOLVEMENT OPPORTUNITIES

PUBLIC OPEN HOUSE

An open house provides members of the public to drop-in to view projects, meet with staff, and leave comments on the proposed program. The event hosted on May 21, 2019, was held on the first floor of Ames City Hall, accessible by multiple CyRide bus routes, free parking, and bike parking. No formal presentation was given allowing for visitors to come and go at any time during the event.

PUBLIC COMMENT PERIOD

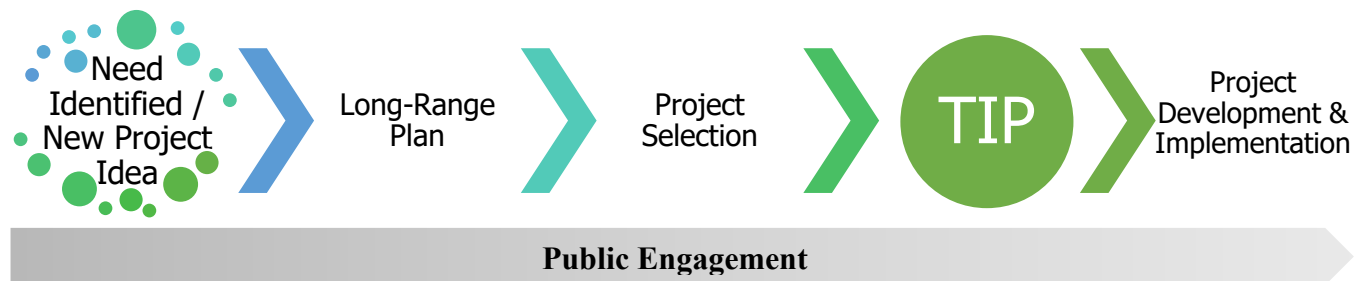
During the comment period, the draft document and maps of the proposed projects are available online or in hardcopy at the Ames Area MPO office.

TRANSPORTATION POLICY COMMITTEE HEARINGS

The Transportation Policy Committee hearings provide time for anyone of the public to address the committee prior to consideration of the program. The meetings are livestreamed on Ames Channel 12 and on Facebook. Meetings are also made available on-demand on the City of Ames website, on the City of Ames Facebook page, and on the City of Ames YouTube channel.

PROGRAM DEVELOPMENT

The Transportation Improvement Program (TIP) serves as a list of DOT and locally sponsored federal-aid eligible and Swap surface transportation improvements within the Ames-Gilbert region. Projects in the Ames Area TIP must be consistent with the long-range transportation plan, known as Ames Mobility 2040. The final document, approved by the Transportation Policy Committee, will be consolidated into the State Transportation Improvement Program (STIP) along with the other 26 planning agencies in the State of Iowa.



Performance Based Planning and Performance Management

Performance based planning and performance management became a focus for State and regional transportation planning with the signing of the 2012 surface transportation bill Moving Ahead for Progress in the 21st Century (MAP-21). The Federal government established a seven national goals through MAP-21, and maintained in subsequent Federal legislation, with the purpose of improving decision-making through performance-based planning and programming.

The Ames Area MPO must establish and use a performance-based approach to transportation decision making to support the national goals.

KEY TERMS:

Goal: a broad statement that describes a desired end state
Objective: a specific, measurable statement that supports achievement of a goal
Performance Measures: metric used to assess progress towards meeting an objective
Target: specific level of performance that is desired to be achieved within a certain timeframe

National Goals

- Safety
- Infrastructure Condition
- Congestion Reduction
- System Reliability
- Freight Movement and Economic Vitality
- Environmental Sustainability
- Project Delivery

Regional Goals

- Connected, Efficient, and Reliable
- Safety
- Environment
- Accessibility
- Economy and Goods Movement
- Asset Management

ROAD SAFETY

Goal: Significant reduction in traffic fatalities and serious injuries on all public roads.

Performance Measures

Goal Area	Road Safety
Performance Measures	<ul style="list-style-type: none"> • Number of Fatalities • Rate of Fatalities per 100 million VMT • Number of Serious Injuries • Rate of Serious Injuries per 100 million VMT • Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries

Performance Targets

Rather than setting its own safety targets, the Ames Area MPO has chosen to support the Iowa DOT's safety targets as published in the most recent Iowa Highway Safety Improvement Program Annual Report. The MPO supports those targets by reviewing and programming all Highway Safety Improvement Program (HSIP)¹ projects within the MPO boundary that are included in the DOT's Transportation Improvement Program.

Any Iowa DOT Sponsored HSIP projects within the MPO area were selected based on the strategies included in the Strategic Highway Safety Plan and safety performance measures and were approved by the Iowa Transportation Commission. The Iowa DOT conferred with numerous stakeholder groups, including the Ames Area MPO, as part of its target setting process. Working in partnership with local agencies, Iowa DOT safety investments were identified and programmed which will construct effective countermeasures to reduce traffic fatalities and serious injuries. The Iowa DOT projects chosen for HSIP investment are based on crash history, roadway characteristics, and the existence of infrastructure countermeasure that can address the types of crashes present. The Iowa DOT continues to utilize a systemic safety improvement process rather than relying on "hot spot" safety improvements.

Performance Measure	Five Year Rolling Averages	
	2013-2017 Baseline	2015-2019 Targets ²
Number of Fatalities	338.0	353.6
Fatality Rate – per 100 million VMT	1.027	1.047
Number of Serious Injuries	1,498.8	1,483.7
Serious Injury Rate – per 100 million VMT	4.568	4.391
Non-Motorized Fatalities and Serious Injuries	146.4	149.8

*Ames Area MPO Targets adopted September 25, 2018

¹ https://iowadot.gov/systems_planning/fpmam/IA-HSIP-2018-AnnualReport.pdf

² Methodology for Iowa DOT FHWA Safety Targets https://iowadot.gov/systems_planning/fpmam/Iowa-2015-2019-safety-targets.pdf

TRANSIT SAFETY

Goal: Improve safety of all public transportation systems, specifically in the areas of fatalities, injuries, safety events (ex.: collisions, derailments), and system reliability.

Performance Measures

Goal Area	Transit Safety
Performance Measures	<ul style="list-style-type: none"> • Number of Fatalities • Number of Serious Injuries • Safety Events • System Reliability

Performance Targets

CyRide's Safety Plan, due by July 20, 2020, will include processes and procedures to implement Safety Management Systems (SMS) at CyRide to anticipate future risks and detect problems before safety issues occur. This plan, which will be re-certified each year thereafter, will include strategies for minimizing the exposure of the public, personnel, and property to unsafe conditions and again include safety performance targets. SMS will support a data-based framework to identify and analyze safety hazards and risks to prioritize resources towards the mitigation of these issues. As CyRide's Safety Plan and safety performance targets are established for FY2021, this information will be shared annually with the Ames Area MPO as projects are prioritized within the Ames Area MPO's LRTP, TPWP and TIP.

PAVEMENT AND BRIDGE

Goal: Maintain the condition of pavement and bridges in a state of good repair.

Performance Measures

Goal Area	Pavement and Bridge
Performance Measures	<ul style="list-style-type: none"> • Percent of Interstate pavements in Good condition • Percent of Interstate pavements in Poor condition • Percent of non-Interstate NHS pavements in Good Condition • Percent of non-Interstate NHS pavements in Poor condition • Percent of NHS bridges classified as in Good condition • Percent of NHS bridges classified as in Poor condition

Performance Targets

Rather than setting its own pavement and bridge targets, the Ames Area MPO has chosen to support the Iowa DOT's pavement and bridge targets as submitted in the most recent baseline

period performance report³. The MPO supports those targets by reviewing and programming all Interstate and National Highway System projects within the MPO boundary that are included in the DOT's Transportation Improvement Program.

Any Iowa DOT sponsored pavement and bridge projects within the MPO area were determined in alignment with the Iowa Transportation Asset Management Plan (TAMP) and the pavement and bridge performance measures. The TAMP connects Iowa in Motion 2045 and system/modal plans to Iowa DOT's Five-Year Program and the STIP. Iowa in Motion 2045 defines a vision for the transportation system over the next 20 years, while the Five-Year Program and STIP identify specific investments over the next four to five years. The TAMP has a 10-year planning horizon and helps ensure that investments in the Five-Year Program and STIP are consistent with Iowa DOT's longer-term vision. Starting in 2019, the TAMP will also integrate the pavement and bridge performance targets.

The Iowa DOT conferred with numerous stakeholder groups, including the Ames Area MPO and local owners of NHS assets, as part of its target setting process. The methodology used to set targets used current and historical data on condition and funding to forecast future condition. Asset management focuses on performing the right treatment at the right time to optimize investments and outcomes. Management systems are utilized to predict bridge and pavement needs and help determine the amount of funding needed for stewardship of the system. The TAMP discusses the major investment categories that the Commission allocates funding through. Once the Commission approves the funding for these categories, Iowa DOT recommends the allocation of the funds to specific projects using the processes described in the TAMP. Pavement and bridge projects are programmed to help meet the desired program outcomes documented in the TAMP.

Performance Measure	2017 Baseline	4 Year Targets ⁴
Percentage of pavements of the Interstate System in Good condition	N/A	49.4%
Percentage of pavements of the Interstate System in Poor condition	N/A	2.7%
Percentage of pavements of the non-Interstate NHS in Good condition	50.9%	46.9%
Percentage of pavements of the non-Interstate NHS in Poor condition	10.6%	14.5%
Percentage of NHS bridges classified as in Good condition	48.9%	44.6%
Percentage of NHS bridges classified as in Poor condition	2.3%	3.2%

*Ames Area MPO Targets adopted September 25, 2018

³ 2018 Baseline Performance Period Report https://iowadot.gov/systems_planning/fpmam/2018-Baseline-Performance-Period-Report.pdf

⁴ Methodology Iowa DOT Pavement and Bridge Performance Measures https://iowadot.gov/systems_planning/fpmam/2018-2021-Pavement-Bridge-Targets.pdf

TRANSIT ASSET MANAGEMENT

Goal: Maintain the condition of public transit assets in a state of good repair.

Performance Measures

Goal Area	Transit Asset Management
Performance Measures	<ul style="list-style-type: none"> • Equipment: Percent of non-revenue vehicles met or exceeded Useful Life Benchmark • Rolling Stock: Percentage of revenue vehicles met or exceeded Useful Life Benchmark • Facilities: Percentage of assets with condition rating below 3.0 on FTA TERM scale • Infrastructure: (Not applicable)

Performance Targets

Public transit capital projects included in the STIP align with the transit asset management (TAM) planning and target setting processes undertaken by the Iowa DOT, transit agencies, and MPOs. The Iowa DOT establishes a group TAM plan and group targets for all small urban and rural providers while large urban providers establish their own TAM plans and targets. Investments are made in alignment with TAM plans with the intent of keeping the state’s public transit vehicles and facilities in a state of good repair and meeting transit asset management targets. The Iowa DOT allocates funding for transit rolling stock in accordance with the Public Transit Management System process. In addition, the Iowa DOT awards public transit infrastructure grants in accordance with the project priorities established in Iowa Code chapter 924. Additional state and federal funding sources that can be used by transit agencies for vehicle and facility improvements are outlined in the funding chapter of the Transit Manager’s Handbook. Individual transit agencies determine the use of these sources for capital and operating expenses based on their local needs.

CyRide, the transit agency within the Ames Area MPO, has established their own TAM plan and targets which they review and amend, if needed, each fall by October 1st. In March 2019, the Ames Area MPO adopted these transit asset management targets that also match CyRide TAM targets. The infrastructure performance measure element which FTA requires is limited to rail fixed guideway assets of which there is not any rail passenger with Ames.

Performance Measure	2019 Targets	2020 Targets	2021 Targets	2022 Targets	2023 Targets
Rolling Stock – 40’-60’ Buses Percentage of fleet exceeding CyRide’s ULB of 15 years	35%	35%	39%	37%	36%
Rolling Stock – Cutaways Percentage of fleet exceeding FTA ULB of 8 years	67%	89%	89%	0%	0%
Equipment – Shop Trucks Percentage of fleet exceeding CyRide’s ULB of 10 years	0%	0%	0%	0%	0%
Facilities – Admin./Maintenance Percentage of facilities rated under 3.0 on TERM scale	0%	0%	0%	0%	0%
Facilities – Ames Intermodal Facility Percentage of facilities rated under 3.0 on TERM scale	0%	0%	0%	0%	0%

*Ames Area MPO Targets adopted March 26, 2019

SYSTEM AND FREIGHT RELIABILITY

Goal: Achieve a significant reduction in congestion on the National Highway System.

Performance Measures

Goal Area	System and Freight Reliability
Performance Measures	<ul style="list-style-type: none"> • Percent of person-miles traveled on the Interstate that are reliable • Percent of person-miles traveled on the non-Interstate NHS that are reliable • Truck Travel Time Reliability Index

Performance Targets

Rather than setting its own system and freight reliability targets, the Ames Area MPO has chosen to support the Iowa DOT's system and freight reliability targets as submitted in the most recent baseline period performance report⁵. The MPO supports those targets by reviewing and programming all Interstate and National Highway System projects within the MPO boundary that are included in the DOT's Transportation Improvement Program.

The Iowa DOT conferred with numerous stakeholder groups, including the Ames Area MPO, as part of its target setting process. Variability within the existing travel time dataset was used to forecast future condition. Projects focused on improving pavement and bridge condition also often help improve system reliability and freight movement. Additional projects focused specifically on improving these areas of system performance are developed in alignment with the target-setting process for related performance measures, and the freight improvement strategies and freight investment plan included in the State Freight Plan. This plan includes a detailed analysis and prioritization of freight bottlenecks, which are locations that should be considered for further study and possibly for future improvements. The process also involved extensive input from State, MPO, RPA, and industry representatives. State projects identified in the freight investment plan and programmed in the STIP were highly-ranked freight bottlenecks.

Performance Measure	2017 Baseline	4 Year Targets ⁶
Percent of the person-miles traveled on the Interstate that are reliable	100%	99.5%
Percent of the person-miles traveled on the non-Interstate NHS that are reliable	N/A	95.0%
Truck Travel Time Reliability (TTTR) Index	1.12	1.14

*Ames Area MPO Targets adopted September 25, 2018

⁵ 2018 Baseline Performance Period Report https://iowadot.gov/systems_planning/fpmam/2018-Baseline-Performance-Period-Report.pdf

⁶ Methodology Iowa DOT System Performance and Freight Measures https://iowadot.gov/systems_planning/fpmam/2018-2021-System-Performance-Freight-Targets.pdf

Air Quality

The Clean Air Act requires the United States Environmental Protection Agency (EPA) to set limits on how much of a particular pollutant can be in the air anywhere in the United States. National Ambient Air Quality Standards (NAAQS) are the pollutant limits set by the Environmental Protection Agency; they define the allowable concentration of pollution in the air for six different pollutants: Carbon Monoxide, Lead, Nitrogen Dioxide, Particulate Matter, Ozone, and Sulfur Dioxide.

The Clean Air Act specifies how areas within the country are designated as either “attainment” or “non-attainment” of an air quality standard and provides the EPA the authority to define the boundaries of nonattainment areas. For areas designated as non-attainment for one or more National Ambient Air Quality Standards, the Clean Air Act defines a specific timetable to attain the standard and requires that non-attainment areas demonstrate reasonable and steady progress in reducing air pollution emissions until such time that an area can demonstrate attainment.

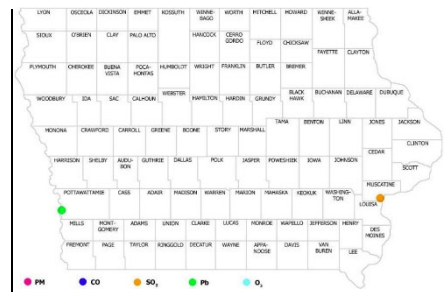


Figure 1. Iowa Non-Attainment Areas (2015)⁷

The Ames Area MPO does not exceed the National Ambient Air Quality Standards and is considered an attainment area.

Counties Designated "Nonattainment" or "Maintenance" for Clean Air Act's National Ambient Air Quality Standards (NAAQS) *

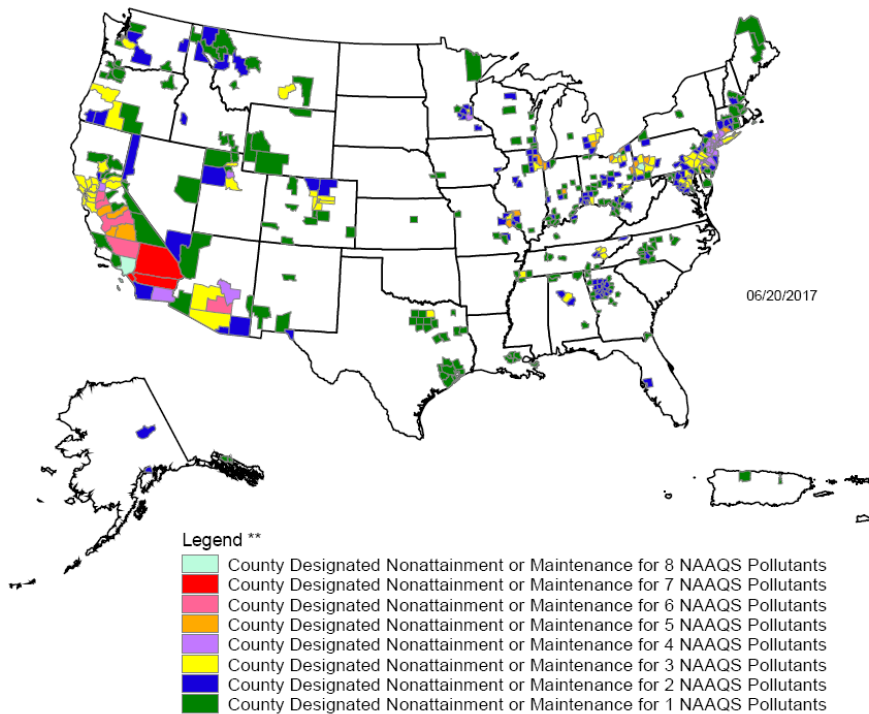


Figure 2. U.S. Green Book

The Ames area is not subject to air quality conformity requirements, therefore updating the long-range transportation plan every five years. However, the Ames Area MPO will perform activities to monitor and promote air quality issues in the region. The State of Iowa provides grant opportunities through the Iowa Clean Air Attainment Program (ICAAP) to promote air quality in Iowa’s transportation system.

⁷ Iowa Department of Natural Resources, Ambient Air Quality Improvements in Iowa, <https://www.iowadnr.gov/airmonitoring>

Regional Transportation Goals

During the planning process of the Ames Mobility 2040 Long Range Transportation Plan, the community identified six goals to guide the plan. Each goal had a number of objectives identified along with a measure to rank the effectiveness of the project towards reaching the regional goals.



A baseline was identified for each performance measure for both 2015, the year of the plan, and 2040, the planning horizon year of the plan. The baseline served as the measure to evaluate potential projects to determine if the project would contribute to reaching the regional target.

CONNECTED, EFFICIENT, AND RELIABLE

Goal: Provide a connected transportation system that offers efficient and reliable mobility options for all modes of travel

Performance Measures

Goal Area	Connected, Efficient, and Reliable
Performance Measures	<ul style="list-style-type: none"> System Reliability / Reliability Index 80 (RI₈₀) Miles of On-Street Bicycle Facilities

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
System Reliability / Reliability Index 80 (RI ₈₀)	Arterial System: RI ₈₀ = 1.20 Freeway System: RI ₈₀ = 1.03	N/A	Address reliability issues at the two (2) NHS segments with poorest reliability
Miles of On-Street Bicycle Facilities	3.9 Miles On-Street Lanes / Paved Shoulders 57 Miles Shared-Use Paths / Sidepaths	11.1 Miles On-Street Lanes / Paved Shoulders 66 Miles Shared-Use Paths / Sidepaths	Increase the segment-mileage of on-street bicycle facilities by 100% compared to current levels

SAFETY

Goal: Provide a safe transportation system

Performance Measures

Goal Area	Safety
Performance Measures	<ul style="list-style-type: none"> Serious Injury / Fatal Crashes

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
Serious Injury / Fatal Crashes	< 2.6 fatal crashes/year < 20 major injury crashes/year	N/A	Address safety issues at five (5) locations with highest crash rates or most serious injury / fatal crashes.

ENVIRONMENT

Goal: Consider and mitigate the impacts of the transportation system on the natural and built environment

Performance Measures

Goal Area	Environment
Performance Measures	<ul style="list-style-type: none"> • VMT per Household • VHT per Household • Transit Mode Share

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
VMT per Household	41.6 daily VMT per household	49.7 daily VMT per household	2040 VMT per household grows by 10% or less compared to 2010 levels.
VHT per Household	1.00 daily VHT per household	1.28 daily VHT per household	2040 VHT per household grows 20% or less compared to 2010 levels.
Transit Mode Share	12.5% of all modeled (auto and transit) trips	12.0% of all modeled (auto and transit) trips	2040 transit mode share is higher than 2010 transit mode share.

ACCESSIBILITY

Goal: Provide an accessible transportation system that fits within the context of its surroundings and preserves community character

Performance Measures

Goal Area	Accessibility
Performance Measures	<ul style="list-style-type: none"> Household and Employment Proximity to Transit EJ Proximity to Transit Household and Employment Proximity to Bicycle Facilities EJ Proximity to Bicycle and Pedestrian Facilities

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
Household and Employment Proximity to Transit	Households: 74% Access; Employment: 77% Access	Households: 63% Access; Employment: 65% Access	Maintain housing and jobs proximity (¼ mile walk distance) within 5% of 2010 levels.
EJ Proximity to Transit	82% of EJ households	82% of EJ households	Maintain levels of transit proximity (within ¼ of a route) to EJ households within 5% of non-EJ households.
Household and Employment Proximity to Bicycle Facilities	Households: 75% Access; Employment: 67% Access	Households: 73% Access; Employment: 67% Access	Increase the percentage of employment and households within ¼ mile of bicycle facilities by 25%.
EJ Proximity to Bicycle and Pedestrian Facilities	88% of EJ households	88% of EJ households	Provide higher levels of bicycle facility proximity (within ¼ mile of a facility) to EJ households than non-EJ households.

ECONOMY AND GOODS MOVEMENT

Goal: Provide a transportation system that supports the regional economy and efficiently moves goods

Performance Measures

Goal Area	Economy and Goods Movement
Performance Measures	<ul style="list-style-type: none"> • LOS / Congested Miles of Primary Freight Corridors

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
LOS / Congested Miles of Primary Freight Corridors	0.5 Miles	2.0 Miles	2040 congested miles of NHS lower than 2010

ASSET MANAGEMENT

Goal: Maintain transportation infrastructure in a state-of-good-repair

Performance Measures

Goal Area	Asset Management
Performance Measures	<ul style="list-style-type: none"> • Pavement Condition Index (PCI) • Bridge Condition (NBI Ratings) • Transit State of Good Repair

Performance Targets

Performance Measure	2015 Baseline	2040 E+C Baseline	2040 Targets
Pavement Condition Index (PCI)	105 lane miles of state and Arterial/Collector Roads rated “poor”	N/A	Reconstruct federal-aid roadways rated poor.
Bridge Condition (NBI Ratings)	3 Structurally Deficient Bridges	N/A	Reconstruct structurally deficient bridges.
Transit State of Good Repair	10.9 years avg. vehicle age	35.9 years avg. vehicle age	Maintain avg. fleet age at 15 years old or newer.

Project Selection

Projects are selected from the Ames Mobility 2040 plan for awarding regional transportation funding. Projects identified for in the short-term (years 2016-2025) are prioritized for regional funds. The MPO solicits two applications for the two primary transportation programs: Surface Transportation Block Grant and Iowa's Transportation Alternatives Program.

SURFACE TRANSPORTATION BLOCK GRANT

The Surface Transportation Block Grant (STBG) is generally awarded to regional projects which improve capacity through construction, reconstruction and rehabilitation of the highway network. Projects are evaluated in the long-range plan based on the six goals of the plan.

IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM

Iowa's Transportation Alternatives Program (TAP) projects mainly consist of greenbelt trails. TAP projects are evaluated with the following criteria:

- Connectivity with existing facilities
- Cost in relation to public benefit
- Enhancement to existing transportation system
- Identified in the long-range transportation plan.

Applications for both STBG and TAP are made available on the Ames Area MPO website and distributed to MPO member agencies and to a publicly available e-mail distribution list.

Other programs include bridge projects consisting of necessary repairs recommended by the biennial Iowa Department of Transportation (Iowa DOT) bridge inspections. The Iowa DOT requires these inspections for bridges within the local jurisdiction of the Ames Area MPO. A candidate list is created by the Iowa DOT Office of Local Systems based on priority points ranking. Local agencies and the Ames Area MPO work with the Iowa DOT on programming necessary bridge projects based on priority and available funding.

APPLICATIONS FOR SUBMITTING PROJECTS

Instructions for submitting projects for STBG or TAP regional funds are posted by the first of the year on the MPO website. A news notification is distributed to members of the Transportation Technical Committee along with anyone who has signed up for e-notifications on the MPO website. In January 2019, 153 e-notifications were distributed for each the STBG application announcement and the TAP application announcement.

Federal Transit Administration Planning Process

In addition to FHWA program projects, the TIP includes all projects which Federal Transit Administration (FTA) funding may be utilized. A portion of Federal fuel tax revenue is placed in the mass transit account of the Federal Highway Trust Fund. These funds, along with General Fund appropriations, are reserved for transit purposes and are administered by the Federal Transit Administration. The transit portion of the TIP was developed in cooperation with CyRide, the urban transit operator in the Ames Area MPO planning area. The following transit projects identified in the FFY 2020-2023 TIP were included within the Passenger Transportation Plan (PTP), meeting the requirement to have the Enhanced Mobility for Seniors and Individuals with Disabilities formulized Federal funding within an approved PTP prior to TIP approval. The following narrative describes the projects within the initial year of the plan.

FFY 2020 PROJECT JUSTIFICATION

GENERAL OPERATIONS

This funding supports the day-to-day transit operations of the Ames Transit Authority from Ames' urbanized area Federal apportionment, Transit Intensive Cities, and Transit Assistance funding.

CONTRACTED PARATRANSIT (DIAL-A-RIDE) SERVICES

According to Federal regulations, public transit agencies providing fixed-route transit service in their community must also provide door-to-door transportation services within a $\frac{3}{4}$ mile area of that fixed-route service. Therefore, CyRide purchases transportation service for its Dial-A-Ride operations in order to meet the American Disability Act (ADA) requirement. This service has been expanded to provide services beyond ADA to the entire city limits of Ames.

AUTOMATED VEHICLE ANNUNCIATORS

Bus drivers must comply with the Americans with Disability Act (ADA) and manually announce major transit locations along transit routes along with any stops the public request. In 2017, CyRide began working with Iowa State University's Alliance for Disability Awareness group which has communicated their desire for drivers to announce all bus stops throughout the Ames' community without customers needing to verbally make a request to the driver. CyRide plans to automate this process over the next several years by purchasing an automated vehicle annunciator (AVA) system synced with LED signage to help keep all passengers, disability or not, better informed of where the bus is located along the bus route(s). Such a system would be over and beyond what is required for ADA.

An AVA system will make riding the bus more convenient and provide independence to hearing or visually disabled passengers. Automated announcements will make the announcements more uniformly stated across the transit system by having the stops announced in a similar method and consistent volume to be heard over loud noise inside and outside the buses. An AVA system will also allow CyRide's drivers to focus on operating the vehicle safely instead of having to take one hand off the wheel to speak into the intercom system every few blocks. The overall annunciator deployment is approximately \$1 million therefore; the funding has been identified across several years.

WEST AMES ROUTE CHANGES

This project supports additional service frequency for the #1 Red, #7 Purple and #11 Cherry (rebranded 1A) bus routes as well as a new bus route, #12 Lilac, located in West Ames. These changes were implemented in the fall 2018 through CyRide 2.0 service changes after a year-long transit service study. This is the first year request of funding for these additional services for West Ames funded through Iowa's Clean Air Attainment Program (ICAAP) at 50 percent. ICAAP can potentially fund up to three years of funding for new transit projects.

HEAVY DUTY BUS EXPANSION

This project supports an expansion bus for the new #12 Lilac service in West Ames funded via CMAQ/ICAAP funding. This bus will be a 40' heavy-duty bus, equipped with cameras. This bus will also be ADA accessible.

HEAVY DUTY BUS REPLACEMENTS

Eleven large forty-foot buses have exceeded FTA guidelines for useful life. Bus numbers are: 07177, 07133, 07124, 00956, 07132, 07129, 07123, 00958, 00957, 00954, and 00953. These units will be replaced with 40' heavy-duty buses, equipped with cameras. These replacement vehicles will be ADA accessible.

LIGHT DUTY BUS REPLACEMENTS

Six light duty 176" wheelbase buses have exceeded FTA guidelines for useful life. Bus numbers are: 00333, 00334, 00335, 00336, 00337 and 00338. These units will be replaced with light duty 176" wheelbase buses, equipped with cameras. These replacement vehicles will be ADA accessible.

HEAVY DUTY ARTICULATED BUS EXPANSION

Currently, CyRide has six articulated buses within its bus fleet with a goal to attain a total of ten to operate on its #23 Orange Route. Specifically, this transit route carries the highest number of passengers of any route in the State of Iowa at nearly 1.8 million passengers. Over the next few years, CyRide will add Surface Transportation Block Grant (STBG) funding to an already approved contract for a 40-foot bus (federally funded with either CMAQ or 5339) awarded through the Iowa DOT and upgrade the purchase to an articulated (60-foot) bus expansion. The Ames Area Metropolitan Planning Organization has approved funding at \$225,000 beginning in FY2020.

HEATING, VENTILATION AND AIR CONDITIONING FACILITY PROJECTS

CyRide has requested heating, ventilation and air conditioning projects (four replacement and one expansion project) from the Iowa DOT under its public transit infrastructure grant (PTIG) program. These updates will provide substantial benefits to employees by providing better heating/cooling as well as ventilation and fresh air throughout the maintenance facility as recommended through a "Diesel Particulate Exposures at CyRide Bus Garage" study conducted in 2006. At that time, the study noted that the ventilation rates needed to be increase throughout the facility to decrease diesel particulate exposures and concentrations by a factor of four. CyRide has already updated two areas of the facility with improved HVAC and this will continue this effort.

The request includes the following areas:

- #1 Multi-stack Unit Replacement (14 years old)
- #2 Bus Wash HVAC Equipment Replacement (17 years old)
- #3 Southwest Bus Storage HVAC Replacement (30 years old)
- #4 Shop Area Office HVAC Improvements (expansion)
- #5 Restroom/Storage 1983 RTU-12 Replacement (36 years old)

MAINTENANCE FACILITY EXPANSION

CyRide will be requesting BUILD funding to proceed with planning requirements towards readying itself toward construction of a second bus maintenance/storage facility to accommodate a total bus fleet of 125 buses – 65 at the new facility with the remainder at the present location. Currently, buses are parking outside the facility which is contrary to CyRide’s lease with Iowa State University.

Additionally, CyRide is landlocked and needing more space to store (park) and maintain buses and allow for future expansion of transit service within the Ames community. One of the critical issues is that maintenance (shop) stops servicing buses at 5 p.m. even though service is continued until midnight. The shop area is located directly in the middle of the facility and once buses are fueled and serviced for the evening, they are stored, i.e. parked, in the facility until service begins the next morning. Parked buses, after being fueled and serviced for the evening; restrict access to the shop and any mechanical issues are deferred until the next day due to not being able to access the shop to be fixed. Therefore, even though CyRide’s services continue until midnight or beyond on most days throughout the year, buses cannot be repaired until the majority of buses are carefully unpacked from the facility the following day. Therefore, if there is a mechanical breakdown on a bus during night service, the bus is towed back to the facility and not serviced until the following day when the mechanics can drive the bus into the shop for repair. The BUILD planning request will be for real estate market analysis, environmental (NEPA) and historical analysis, land purchase on a preferred site and preliminary building design.

FINANCIAL ANALYSIS

Forecasts of Available Revenue

Projects in the Transportation Improvement Program are fully-funded projects using Federal transportation funds or are regionally significant transportation projects. The TIP must demonstrate that all projects are within available funding amounts. The Ames Area MPO allocates regional transportation funds through the STBG, Iowa's TAP, and STBG-TAP-Flex programs. However, projects may also receive Federal or State funds through competitive grants.

REGIONAL TRANSPORTATION FUNDING

The Iowa Department of Transportation Office of Program Management provides the Ames Area MPO estimated STBG/STBG-Swap, Iowa's TAP, and STBG-TAP-Flex funding targets for each of the four years in the program. The MPO is also provided DOT statewide revenue estimates.

The FFY 2020 programming targets are \$1,795,089 for STBG, \$87,363 for Iowa's TAP, and \$66,772 for STBG-TAP-Flex. The project costs shown in the TIP are in year-of-expenditure (YOE) dollars. This is accomplished by developing an estimate of costs in the current bidding environment and then applying an inflation factor of 4 percent per year.

The Ames City Council has programmed city sponsored projects in the City of Ames 2019-2024 Capital Improvements Plan (CIP) for the local funding allocation. These funds are generated from the City of Ames annual Road Use Tax Fund (RUTF) distribution, Local Option Sales Tax, and General Obligation (GO) bonds.

The transit program does not have targets; therefore, the requests involve significant costs in the anticipation of maximizing the amounts received.

OTHER FEDERAL AND STATE FUNDING PROGRAMS

Transportation projects within the Ames region may also receive funding through Federal or State grant programs.

FEDERAL GRANT PROGRAMS

- Congestion Mitigation and Air Quality Improvement Program (CMAQ)
- Demonstration funding (DEMO)
- Highway Safety Improvement Program (HSIP)
- Metropolitan Planning Program (PL)
- National Highway Performance Program (NHPP)
- State Planning and Research (SPR)
- Federal Lands Access Program (FLAP)
- Tribal Transportation Program (TTP)

- National Highway Freight Program (NHFP)

STATE ADMINISTERED GRANT PROGRAMS

- City Bridge Program
- Highway Safety Improvement Program – Secondary (HSIP-Secondary)
- Iowa Clean Air Attainment Program (ICAAP)
- Recreational Trail Program
- Iowa's Transportation Alternatives Program

FEDERAL AND STATE TRANSIT FUNDING PROGRAMS

- Metropolitan Transportation Planning Program (Section 5303 and 5305)
- Statewide Transportation Planning Program (Section 5304 and 5305)
- Urbanized Area Formula Grants Program (Section 5307)
- Bus and Bus Facilities Program (Section 5339)
- Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310)
- Nonurbanized Area Formula Assistance Program (Section 5311)
- Rural Transit Assistance Program (RTAP) (Section 5311(b)(3))
- TAP Flexible Funds
- State Transit Assistance (STA)
 - STA Special Projects
 - STA Coordination Special Projects
- Public Transit Infrastructure Grant Fund

IOWA DEPARTMENT OF TRANSPORTATION REVENUE ESTIMATES

Each year prior to development of the Iowa DOT's Five-Year Program and the Statewide Transportation Improvement Program both state and Federal revenue forecasts are completed to determine the amount of funding available for programming. These forecasts are a critical component in the development of the Five-Year Program and as such are reviewed with the Iowa Transportation Commission. The primary sources of state funding to the DOT are the Primary Road Fund and TIME-21 Fund. These state funds are used for the operation, maintenance and construction of the Primary Road System. The amount of funding available for operations and maintenance are determined by legislative appropriations. Additional funding is set aside for statewide activities including engineering costs. The remaining funding is available for right of way and construction activities associated with the highway program.

Along with the state funds, the highway program utilizes a portion of the Federal funds that are allocated to the state. A Federal funding forecast is prepared each year based on the latest apportionment information available. This forecast includes the various Federal programs and identifies which funds are allocated to the Iowa DOT for programming and which funds are directed to locals through the MPO/RPA planning process, Highway Bridge Program and various grant programs. Implementation of a Federal aid swap will increase the amount of Federal funds that are utilized by the Iowa DOT.

More information about the Program Management Bureau's Five-Year Program can be found online at:

https://iowadot.gov/program_management/five-year-program

Fiscal Constraint Tables

Table 1 Summary of Costs and Federal Aid (in \$1,000)

PROGRAM	2020		2021		2022		2023	
	Total Cost	Federal Aid	Total Cost	Federal Aid	Total Cost	Federal Aid	Total Cost	Federal Aid
PL	\$125.00	\$100.00	\$125.00	\$100.00	125.00	\$100.00	\$125.00	\$100.00
STBG	\$13,595.00	\$5,725.00	\$832.00	\$225.00	\$865.00	\$225.00	\$850.00	\$225.00
TAP	\$1,756.00	\$559.00	\$500.00	\$159.00	\$681.00	\$159.00	\$0	\$0
NHPP	\$0	\$0	\$0	\$0	\$10,404.00	\$8,324.00	\$9,141.00	\$7,313.00
CMAQ	\$2,745.00	\$2,196.00	\$0	\$0	\$0	\$0	\$0	\$0
STBG-HBP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SWAP-HBP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STBG-SWAP	\$0	\$0	\$4,900.00	\$0	\$5,700.00	\$0	\$0	\$0

Table 2 STBG/STBG-Swap Fiscal Constraint

	2020	2021	2022	2023
UNOBLIGATED BALANCE (CARRYOVER)	\$7,702,020	\$2,438,881	\$483,881	\$1,886,881
STBG/SWAP TARGET	\$1,795,089	\$1,693,000	\$1,693,000	\$1,693,000
STBG-TAP-FLEX TARGET	\$66,772	\$67,000	\$0	\$67,000
SUBTOTAL	\$9,063,881	\$4,198,881	\$2,176,881	\$2,111,881
PROGRAM FUNDS	\$6,625,000	\$3,715,000	\$1,825,000	\$225,000
BALANCE	\$2,438,881	\$483,881	\$1,886,881	\$1,886,881

Table 3 STBG-TAP Fiscal Constraint

	2020	2021	2022	2023
UNOBLIGATED BALANCE (CARRYOVER)	\$569,504	\$97,867	\$25,867	\$20,867
TAP TARGET	\$87,363	\$87,000	\$87,000	\$87,000
STBG-TAP-FLEX TARGET	\$0	\$0	\$67,000	\$0
SUBTOTAL	\$656,867	\$184,867	\$179,867	\$107,867
PROGRAM FUNDS	\$559,000	\$159,000	\$159,000	\$0
BALANCE	\$97,867	\$25,867	\$20,867	\$107,867

Table 4 Forecasted Operations and Maintenance (O&M) Costs on the Federal-Aid System

SOURCE: 2018 CITY STREET FINANCE REPORT	2020	2021	2022	2023
CITY OF AMES TOTAL OPERATIONS	\$2,733,942	\$2,843,299	\$2,957,031	\$3,075,312
CITY OF AMES TOTAL MAINTENANCE	\$5,493,443	\$5,713,181	\$5,941,708	\$6,179,377
CITY OF GILBERT TOTAL OPERATIONS	\$58,896	\$61,252	\$63,702	\$66,250
CITY OF GILBERT TOTAL MAINTENANCE	\$57,345	\$59,638	\$62,024	\$64,505
IOWA DOT TOTAL OPERATIONS AND MAINTENANCE	\$842,317	\$832,112	\$858,783	\$885,917
TOTAL O&M	\$9,185,943	\$9,509,483	\$9,883,249	\$10,271,361

Table 5 Forecasted Non-Federal Aid Revenue

SOURCE: 2018 CITY STREET FINANCE REPORT	2020	2021	2022	2023
CITY OF AMES TOTAL RUTF RECEIPTS	\$7,824,287	\$8,137,259	\$8,462,749	\$8,801,259
CITY OF AMES TOTAL OTHER ROAD MONIES RECEIPTS	\$8,814,653	\$9,167,239	\$9,533,929	\$9,915,286
CITY OF AMES TOTAL RECEIPTS SERVICE DEBT	\$19,132,963	\$19,898,282	\$20,694,213	\$21,521,982
CITY OF GILBERT TOTAL RUTF RECEIPTS	\$143,575	\$149,318	\$155,291	\$161,502
CITY OF GILBERT TOTAL OTHER ROAD MONIES RECEIPTS	\$15,461	\$16,079	\$16,722	\$17,397
CITY OF GILBERT TOTAL RECEIPTS SERVICE DEBT	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL NON-FEDERAL AID ROAD FUND RECEIPTS	\$35,930,939	\$37,368,177	\$38,862,904	\$40,417,420

Table 6 Iowa DOT Five-Year Program Funding

	(\$ MILLIONS)			
REVENUES	2020	2021	2022	2023
PRIMARY ROAD FUND	\$687.70	\$693.80	\$703.20	\$703.20
TIME-21	\$135.00	\$135.00	\$135.00	\$135.00
MISCELLANEOUS	\$25.00	\$25.00	\$25.00	\$25.00
FEDERAL AID	\$389.20	\$365.70	\$365.70	\$365.70
TOTAL	\$1,236.90	\$1,219.50	\$1,228.90	\$1,228.90
STATEWIDE ALLOCATIONS	2020	2021	2022	2023
OPERATIONS & MAINTENANCE	\$363.20	\$358.80	\$370.30	\$382.00
CONSULTANT SERVICES	\$82.50	\$82.50	\$82.50	\$82.50
CONTRACT MAINTENANCE	\$31.40	\$31.40	\$31.40	\$31.40
RAILROAD CROSSING PROTECTION	\$5.00	\$5.00	\$5.00	\$5.00
MISCELLANEOUS PROGRAMS	\$34.80	\$34.80	\$34.80	\$34.80
TOTAL	\$516.90	\$512.50	\$524.00	\$535.70
FUNDS AVAILABLE FOR ROW/CONSTRUCTION	2020	2021	2022	2023
TOTAL	\$720.00	\$707.00	\$704.90	\$693.20

FFY 2019 PROJECT STATUS REPORT

	TPMS	Location	In \$1,000s		Status	Sponsor
			Awarded	Total		
STBG	16032	In Ames, S Grand Ave from Squaw Creek Dr South 0.1 mile to S 5 th St., and S 5 th St. from S Grand to S Duff	2,396	3,040	Rolled over to FFY 2020	City of Ames
STBG	36986	In Ames, S Grand Ave. from 0.1 miles north of S 16 th St North 0.54 miles to S 5 th Street	5,300	12,500	Rolled over to FFY 2020	City of Ames
STBG	16103	STBG Funds from planning	400	500	Authorized	City of Ames
TAP	37446	In Ames, SW greenbelt trail from Beedle Dr. east 0.94 miles to Intermodal Facility	159	400	Rolled over to FFY 2020	City of Ames
TAP	21260	In Ames, Skunk River Trail from SE 16 th St to East Lincoln Way	240	835	Rolled over to FFY 2020	City of Ames
PL	34214	Transportation Planning Funds	97	121	Ongoing	City of Ames

CHANGING AN APPROVED TIP

Often after development and subsequent adoption of the TIP, changes may need to be made to the list of programmed projects. Examples of changes might be adding or deleting projects, moving a project between years in the TIP, adjusting project cost, or changing the vehicle numbers of transit vehicles.

A major requirement of a project receiving Federal transportation funds is for the project to be included in the TIP and Statewide Transportation Improvement Program (STIP). Once a project has received Federal Authorization for construction it does not need to be included in the TIP. This is one of two major reasons for adding or deleting a project from the TIP. The other major reason for adding a project is the awarding of a grant for a project, which can happen throughout the year. Projects programmed through the STBG-SWAP program will be included in the TIP as informational items and modifications to these projects will be pursued using the following revision processes as outlined.

Changes to the TIP are classified as either **amendments** or **administrative modifications** and are subject to different AAMPO Transportation Policy Committee and public review procedures.

Amendments

Amendments are major changes involving the following:

Project Cost: Projects in which the recalculated project costs increase Federal aid by more than 30 percent or increase the Federal aid by more than \$2 million from the original amount.

Schedule Changes: Projects added or deleted from the TIP.

Funding Source: Projects receiving additional Federal funding sources.

Scope Changes: Changing the project termini, project alignment, the amount of through traffic lanes, type of work from an overlay to reconstruction, or a change to include widening of the roadway.

Amendments are presented to the Transportation Policy Committee and a public comment period is opened, which lasts until the next policy committee meeting (the Transportation Policy Committee meets on an as needed basis, giving a 3-4 week public comment period). Public comments are shared with the Transportation Policy Committee and action is taken on the amendment.

Administrative Modifications

Administrative Modifications are minor changes involving the following:

Project Cost: Projects in which the recalculated project costs do not increase Federal aid by more than 30 percent or does not increase the Federal aid by more than \$2 million from the original amount.

Schedule Changes: Changes in schedule for projects included in the first four years of the TIP.

Funding Source: Changing funding from one source to another.

Scope Changes: All changes to the scope require an amendment.

Administrative modifications are processed internally and are shared with the Transportation Policy Committee and the public as information items.

HIGHWAY PROGRAM FOR FEDERAL FISCAL YEARS 2020 – 2023

TPMS Sponsor Appr. Status	Project # Location Funding Program	Length FHWA# S.T.R		Pgm'd Amounts in 1000's				Total	STIP#
				FY20	FY21	FY22	FY23		
Swap STBG									
Story - 85									
36919 Ames Draft TIP Approved	STBG-SWAP-01550-SG-85 In the city of Ames, On Cherry Avenue, from E Lincoln Way South .4 Miles to Southeast 5th Street, Grade and Pave	0.498 -- 0:0:00	Project Total Federal Aid Regional Swap	0 0 0	2,400 0 1,890	0 0 0	0 0 0	2,400 0 1,890	--
36927 Ames Draft TIP Approved	STBG-SWAP-01550-SG-85 In the city of Ames, On East 13th Street, from Duff Avenue East .4 Miles to Meadowlane Avenue, Pavement Rehab	0.356 -- 0:0:00	Project Total Federal Aid Regional Swap	0 0 0	2,500 0 1,600	0 0 0	0 0 0	2,500 0 1,600	--
38303 Ames Draft TIP Approved	STBG-SWAP-01550-SG-85 In the city of Ames, On Stange Rd and 24TH ST, from Blankenburg Dr North .4 Miles to 24th ST and East .8 Miles to RR, Grade and Pave	0.788 -- 0:0:00	Project Total Federal Aid Regional Swap	0 0 0	0 0 0	4,200 0 1,600	0 0 0	4,200 0 1,600	--
35616 Ames Draft TIP Approved	STBG-SWAP-01550-SG-85 In the city of Ames, On North Dakota Avenue, from Ontario Street North 0.17 Miles to Union Pacific Railroad Tracks Pave	0 -- --	Project Total Federal Aid Regional Swap	0 0 0	0 0 0	1,500 0 900	0 0 0	1,500 0 900	--
National Highway Performance Program									
Story - 85									
38248 DOT-D01-MPO22 Submitted	NHSX-300-3H-85 US 30: 0.5 MI E OF I-35 TO E OF 590TH AVE Grading, Right of Way	0 -- --	Project Total Federal Aid Regional Swap	0 0 0	0 0 0	10,404 8,324 0	9,141 7,313 0	19,545 15,637 0	--
Surface Transportation Block Grant Program									
36986 Ames Draft TIP Approved	STP-U-0155(697)-70-85 DOT Letting: 10/15/2019 In the city of Ames, On SOUTH GRAND AVE, from 0.1 miles north of S. 16th Street North .54 Miles to S 5th Street, Grade and Pave, Bridge New	0.54 MI -- 0:0:00	Project Total Federal Aid Regional Swap	12,500 5,300 3,500	0 0 0	0 0 0	0 0 0	12,500 5,300 3,500	--

PA NOTE: Phase 2 of two phase project. Total STBG for both phases is \$5,500,000 (\$2,000,000 on Phase 1 TPMS 16032). Total Project Cost \$17,450,000 through FY19/20

Highway Program

TPMS Sponsor Appr. Status	Project # Location Funding Program	Length FHWA# S.T.R.		Pgm'd Amounts in 1000's				Total	STIP#
				FY20	FY21	FY22	FY23		
Story - 85									
16032 Ames	STP-U-0155(690)-70-85 DOT Letting: 07/16/2019 In City of Ames, On S Grand Ave from Squaw Creek Dr south 0.1 mile to S 5th St, and S 5th St from S Grand east to S Duff Grade and Pave	0.64 MI --	Project Total Federal Aid	3,040 2,396	0 0	0 0	0 0	3,040 2,396	
Draft TIP Approved		--	Regional Swap	2,000 0	0 0	0 0	0 0	2,000 0	--
PA NOTE: Phase 1 of two phase project. Total STBG for both phases is \$5,500,000 (\$3,500,000 on Phase 2 TPMS 36986). Total Project Cost \$17,450,000 through FY19/20									
35617 MPO-22 / AAMPO Draft TIP Approved	RGTR-PA22()-ST-85 CyRide: Vehicle Purchase Transit Investments	0 -- --	Project Total Federal Aid Regional Swap	800 225 225 0	0 0 0 0	0 0 0 0	0 0 0 0	800 225 225 0	--
36918 MPO-22 / AAMPO Draft TIP Approved	RGTR-PA22()-ST-85 CyRide: Vehicle Replacement Transit Investments	0 -- --	Project Total Federal Aid Regional Swap	0 0 0 0	832 225 225 0	0 0 0 0	0 0 0 0	832 225 225 0	--
38304 MPO-22 / AAMPO Draft TIP Approved	RGTR-0155()-ST-85 CyRide: Vehicle Replacement Transit Investments	0 -- --	Project Total Federal Aid Regional Swap	0 0 0 0	0 0 0 0	865 225 225 0	0 0 0 0	865 225 225 0	--
37442 MPO-22 / AAMPO Draft TIP Approved	RGTR-0155()-ST-85 CyRide Vehicle Replacement Transit Investments	0 -- --	Project Total Federal Aid Regional Swap	0 0 0 0	0 0 0 0	0 0 0 0	850 225 225 0	850 225 225 0	--
STBG - Iowa's Transportation Alternatives Program									
Story - 85									
14983 Ames	TAP-U-0155(SE16th)-8I-85 In the City of Ames, Skunk River Trail: From SE 16th Street to East Lincoln Way Ped/Bike Grade & Pave	1 MI -- --	Project Total Federal Aid Regional Swap	521 160 160 0	0 0 0 0	0 0 0 0	0 0 0 0	521 160 160 0	--
DOT NOTE: Project eligible for FHWA TAP funding									
21260 Ames	TAP-U-0155(SE16TH)-8I-85 Skunk River Trail: From SE 16th Street to East Lincoln Way Ped/Bike Structures, Ped/Bike Miscellaneous	1.033 MI -- --	Project Total Federal Aid Regional Swap	835 240 240 0	0 0 0 0	0 0 0 0	0 0 0 0	835 240 240 0	--

Highway Program

TPMS Sponsor Appr. Status	Project # Location Funding Program	Length FHWA# S.T.R.		Pgm'd Amounts in 1000's				Total	STIP#
				FY20	FY21	FY22	FY23		
Story - 85 (continued)									
37446 Ames Draft TIP Approved	TAP-U-0155(699)-8I-85 DOT Letting: 01/22/2020 In the city of Ames, SW greenbelt trail, from Beedle Drive East .94 Miles to Intermodal Facility Ped/Bike Grade & Pave	0.94 MI -- --	Project Total Federal Aid Regional Swap	400 159 159 0	0 0 0 0	0 0 0 0	0 0 0 0	400 159 159 0	--
38306 Ames Draft TIP Approved	TAP-U-0155Q-8I-85 In the city of Ames, On Vet Med Trail, from S Grand Ave South .53 Miles to S 16th St, Ped/Bike Grade & Pave	0.533 -- 0:0:00	Project Total Federal Aid Regional Swap	0 0 0 0	500 159 159 0	0 0 0 0	0 0 0 0	500 159 159 0	--
19249 Ames Draft TIP Approved	TAP-U-0155Q-8I-85 Squaw Creek: From Skunk River to S. Duff Avenue Ped/Bike Grade & Pave	0.78 MI -- 0:0:0	Project Total Federal Aid Regional Swap	0 0 0 0	0 0 0 0	681 159 159 0	0 0 0 0	681 159 159 0	--
Metropolitan Planning									
Story - 85									
34214 MPO-22 / AAMPO Draft TIP Approved	RGPL-PA22(RTP)-PL-85 VARIOUS Trans Planning	0 -- --	Project Total Federal Aid Regional Swap	125 100 0 0	125 100 0 0	125 100 0 0	125 100 0 0	500 400 0 0	--
Primary Road Funds									
Story - 85									
38175 DOT-D01-RPA11 Draft TIP Approved	STPN-35Q-2J-85 I-35: US 30 INTERCHANGE IN AMES Erosion Control,Traffic Signs	0 MI -- --	Project Total Federal Aid Regional Swap	950 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0	950 0 0 0	--
39359 DOT-D01-MPO22 Draft TIP Approved	IMN-35Q-0E-85 I-35: SE RAMP OF THE US 30 INTERCHANGE Grading,Right of Way	0 MI -- --	Project Total Federal Aid Regional Swap	0 0 0 0	76 0 0 0	0 0 0 0	0 0 0 0	76 0 0 0	--
38031 DOT-D01-MPO22 Draft TIP Approved	BREN-69Q-39-85 US 69: GRAND AVE IN AMES 0.1 MI N OF LINCOLN WAY Bridge Deck Overlay	0 MI -- --	Project Total Federal Aid Regional Swap	0 0 0 0	0 0 0 0	265 0 0 0	0 0 0 0	265 0 0 0	--

TRANSIT PROGRAM FOR FEDERAL FISCAL YEARS 2020 – 2023

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY20	FY21	FY22	FY23
5339	Ames	1895 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07117	Total	493,300			
				FA	419,305			
				SA				
5339	Ames	1899 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07133	Total	493,300			
				FA	419,305			
				SA				
5339	Ames	1901 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07124	Total	493,300			
				FA	419,305			
				SA				
5339	Ames	2836 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00956	Total	493,300			
				FA	419,305			
				SA				
5339	Ames	2839 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07132	Total	493,300			
				FA	419,305			
				SA				
5339	Ames	2840 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07129	Total	493,300			
				FA	419,305			
				SA				
5339	Ames	3314 Capital Expansion	Maintenance Facility Expansion	Total	615,000	6,300,166		
				FA	461,250	5,000,000		
				SA				
5339	Ames	4042 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07123	Total	493,300			
				FA	419,305			
				SA				
5339	Ames	4043 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00958	Total	493,300			
				FA	419,305			
				SA				
5310	Ames	5100 Capital Expansion	Annunciators	Total	147,095	125,000		
				FA	117,676	100,000		
				SA				
5339	Ames	5549 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00957	Total	493,300			
				FA	419,305			
				SA				
5339	Ames	5550 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00954	Total	493,300			
				FA	419,305			
				SA				
5339	Ames	5551 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00953	Total	493,300			
				FA	419,305			
				SA				
5307	Ames	5552 Capital Expansion	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel	Total	493,300			
				FA	394,640			
				SA				
5307	Ames	5554 Operations Expansion	West Ames Route Changes	Total	385,260			
				FA	308,208			
				SA				

Transit Program

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY20	FY21	FY22	FY23
5339	Ames	4672 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, BioDiesel Unit #: 00333	Total	111,500			
				FA	94,775			
				SA				
5339	Ames	4673 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, BioDiesel Unit #: 00334	Total	111,500			
				FA	94,775			
				SA				
5339	Ames	4674 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, BioDiesel Unit #: 00335	Total	111,500			
				FA	94,775			
				SA				
5339	Ames	4675 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, BioDiesel Unit #: 00336	Total	111,500			
				FA	94,775			
				SA				
5339	Ames	4678 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, BioDiesel Unit #: 00337	Total	106,100			
				FA	90,185			
				SA				
5339	Ames	4679 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, BioDiesel Unit #: 00338	Total	106,100			
				FA	90,185			
				SA				
5307	Ames	5575 Capital Expansion	Heavy Duty Articulated Bus Diesel, UFRC, VSS, Low Floor, BioDiesel	Total	281,250	281,250	281,250	281,250
				FA	225,000	225,000	225,000	225,000
				SA				
PTIG	Ames	5583 Capital Replacement	HVAC Facility Projects	Total	634,510			
				FA				
				SA	507,608			
PTIG	Ames	5613 Operations Expansion	HVAC Facility Projects	Total	16,863			
				FA				
				SA	13,490			
STA, 5307	Ames	914 Operations Misc	General Operations	Total	12,118,870	12,603,625	13,107,770	13,632,081
				FA	2,502,620	2,602,724	2,706,833	2,815,106
				SA	808,075	840,398	874,014	908,975
5310	Ames	919 Operations Misc	Contracted Paratransit Service	Total	187,500	187,500	187,500	187,500
				FA	150,000	150,000	150,000	150,000
				SA				
5310	Ames	920 Capital Replacement	Associated Transit Improvements	Total		50,000	50,000	140,000
				FA		40,000	40,000	40,000
				SA				
5339	Ames	4662 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00955	Total		513,032		
				FA		436,077		
				SA				
5339	Ames	5616 Capital Replacement	Heavy Duty Bus (40-42 ft.) UFRC, VSS, Low Floor Unit #: 00778	Total		805,000		
				FA		620,000		
				SA				
5339	Ames	5617 Capital Replacement	Heavy Duty Bus (40-42 ft.) UFRC, VSS, Low Floor Unit #: 00779	Total		805,000		
				FA		620,000		
				SA				

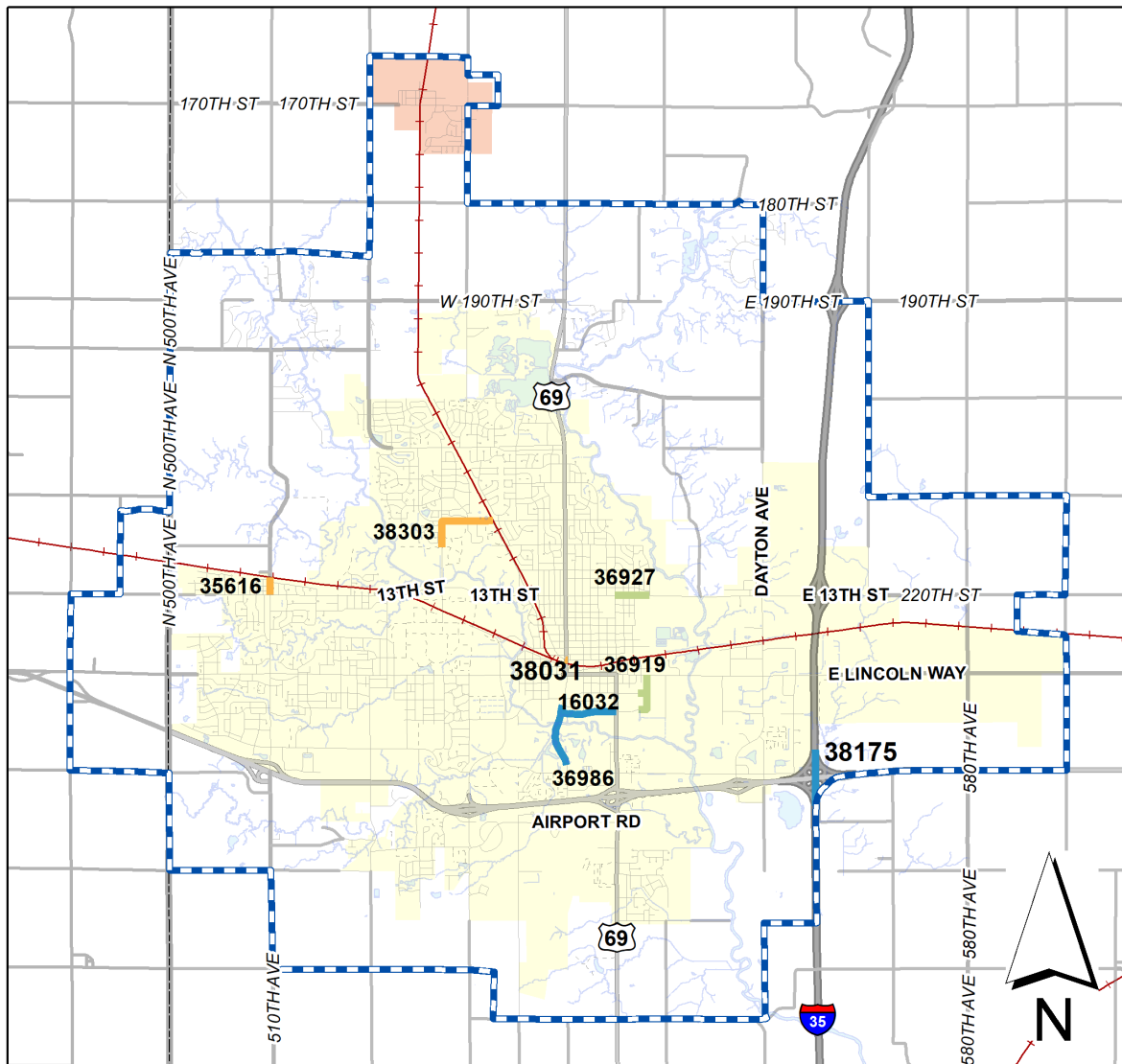
Transit Program

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY20	FY21	FY22	FY23
5339	Ames	5620 Capital Expansion	Charging Stations, Dispensers, Transformer, Parts/Tools (BEB Project)	Total		172,000		
				FA		125,000		
				SA				
5339	Ames	5621 Capital Rehabilitation	Battery Electric Bus Facility Construction	Total		152,200		
				FA		129,370		
				SA				
5339	Ames	5622 Capital Other	Batter Electric Bus Project Management	Total		145,000		
				FA		116,000		
				SA				
5339	Ames	5623 Capital Other	Batter Electric Bus Project Trainnig	Total		10,600		
				FA		9,010		
				SA				
5339	Ames	5624 Capital Rehabilitation	Engineering & Design - Battery Electric Bus Projectg	Total		48,000		
				FA		40,800		
				SA				
5339	Ames	4044 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRG, VSS, Low Floor, BioDiesel Unit #: 07125	Total		513,032		
				FA		436,077		
				SA				
5339	Ames	4045 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRG, VSS, Low Floor, BioDiesel Unit #: 00948	Total		513,032		
				FA		436,077		
				SA				
5339	Ames	4046 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRG, VSS, Low Floor, BioDiesel Unit #: 00778	Total		513,032		
				FA		436,077		
				SA				
5339	Ames	4047 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRG, VSS, Low Floor, BioDiesel Unit #: 00785	Total		513,032		
				FA		436,077		
				SA				
5339	Ames	4048 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRG, VSS, Low Floor, BioDiesel Unit #: 00762	Total		513,032		
				FA		436,077		
				SA				
5339	Ames	4049 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRG, VSS, Low Floor, BioDiesel Unit #: 00779	Total		513,032		
				FA		436,077		
				SA				
5339	Ames	4660 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRG, VSS, Low Floor, BioDiesel Unit #: 00972	Total		513,032		
				FA		436,077		
				SA				
5339	Ames	4661 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRG, VSS, Low Floor, BioDiesel Unit #: 00974	Total			533,553	
				FA			453,520	
				SA				
5339	Ames	5097 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRG, VSS, Low Floor, BioDiesel Unit #: 00976	Total			533,553	
				FA			453,520	
				SA				
5339	Ames	5098 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRG, VSS, Low Floor, BioDiesel Unit #: 00973	Total			533,553	
				FA			453,520	
				SA				

Transit Program

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY20	FY21	FY22	FY23
5339	Ames	5099 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00950	Total			533,553	
				FA			453,520	
				SA				
5339	Ames	4663 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00970	Total			533,553	
				FA			453,520	
				SA				
5339	Ames	4664 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00971	Total			533,553	
				FA			453,520	
				SA				
5339	Ames	4665 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00975	Total			533,553	
				FA			453,520	
				SA				
5339	Ames	4666 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00977	Total			533,553	
				FA			453,520	
				SA				
5339	Ames	5555 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00952	Total				577,092
				FA				490,528
				SA				
5339	Ames	5563 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00951	Total				577,092
				FA				490,528
				SA				
5339	Ames	5564 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00949	Total				577,092
				FA				490,528
				SA				
5339	Ames	5565 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00501	Total				577,092
				FA				490,528
				SA				
5339	Ames	5566 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00502	Total				577,092
				FA				490,528
				SA				
5339	Ames	5567 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00503	Total				577,092
				FA				490,528
				SA				
5339	Ames	5568 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00504	Total				577,092
				FA				490,528
				SA				
5339	Ames	5569 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00188	Total				577,092
				FA				490,528
				SA				
5339	Ames	5570 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, BioDiesel Unit #: 00390	Total				139,915
				FA				118,928
				SA				
5339	Ames	5571 Capital Replacement	Light Duty Bus (176" wb) Diesel, UFRC, VSS, BioDiesel Unit #: 00391	Total				139,915
				FA				118,928
				SA				

Project Location Maps



FFY 2020 - 2023 Transportation Improvement Program

Roadway Project Location Map

Legend

Program Year

— FFY 2020

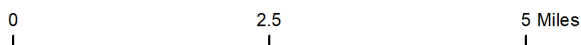
— FFY 2021

— FFY 2022

▭ Ames Area MPO Boundary

▭ City of Gilbert

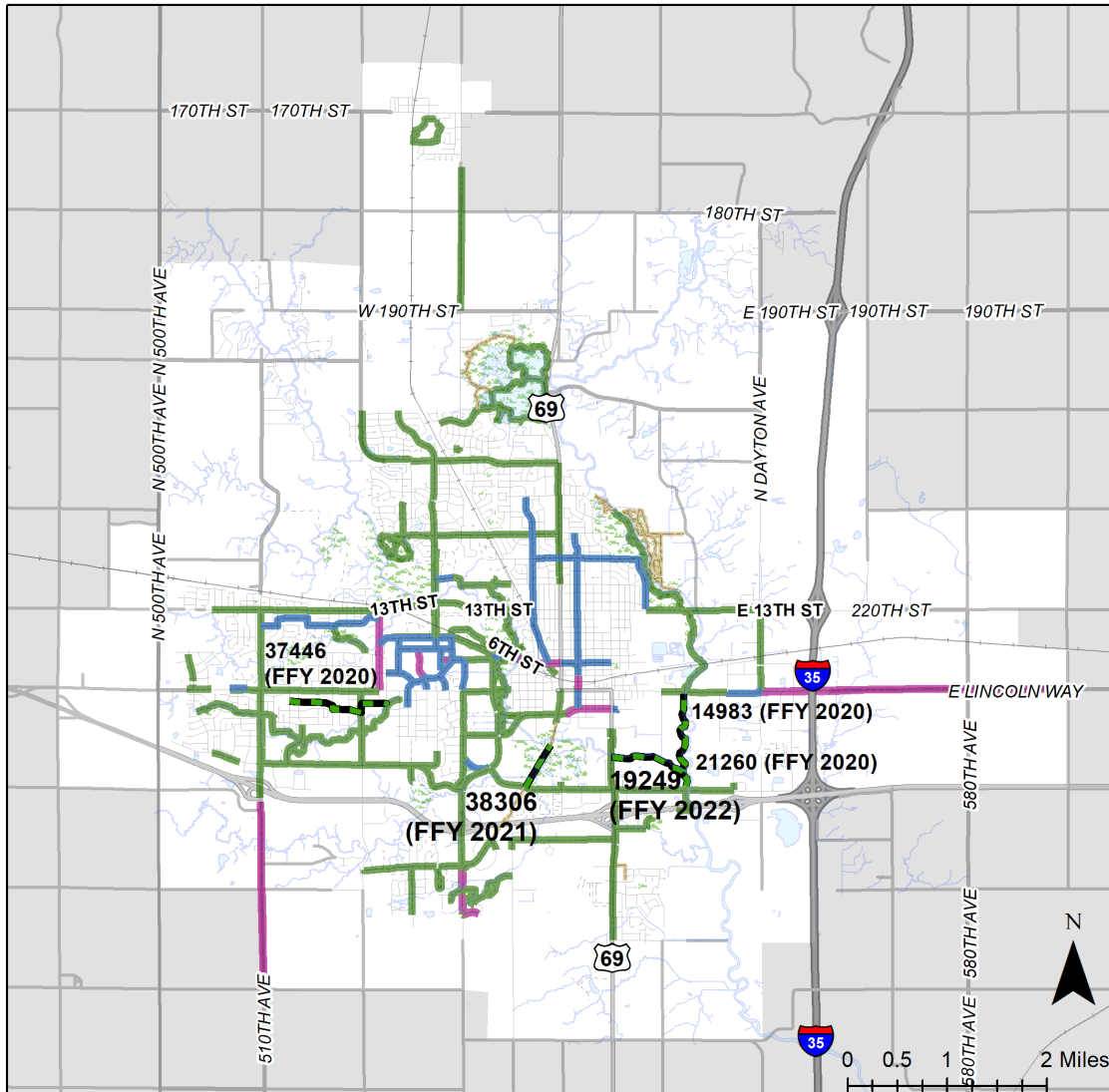
▭ City of Ames



Date Saved: 5/22/2019
Author: Tony Filippini



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Legend

Transportation Alternative Projects

— Programmed Regional Projects

Existing Bike and Trail Network

— Nature Trail

— Dedicated Bike Lane

— Shared Lane Bike Route

— Shared Use Path

**FFY 2020 - 2023
Transportation
Improvement
Program**

**Transportation Alternatives (TAP)
Project Location Map**

Date Saved: 5/10/2019
Author: Tony Filippini



SELF-CERTIFICATION OF THE MPO PLANNING PROCESS

AMES AREA METROPOLITAN PLANNING ORGANIZATION ANNUAL SELF-CERTIFICATION

In accordance with 23 CFR 450.334, the STATE DEPARTMENT OF TRANSPORTATION and the Ames Area Metropolitan Planning Organization for the Ames, Iowa urbanized area(s) hereby certify that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:

- (1) 23 U.S.C. 134, 49 U.S.C. Section 5303, and 23 CFR Part 450;
- (2) In nonattainment and maintenance areas, Sections 174 and 176(c) and (d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c) and (d) and 40 CFR 93);
- (3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
- (4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity;
- (5) Section 1101(b) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Pub. L. 109-59) regarding the involvement of Disadvantaged Business Enterprises in FHWA and FTA funded planning;
- (6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- (7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and 49 CFR parts 27,37, and 38, and USDOT implementing regulation;
- (8) Older Americans Act, as amended (42 U.S.C. 6101);
- (9) 23 U.S.C. 324, regarding prohibition of discrimination based on gender; and
- (10) Section 504 of the Rehabilitation Act of 1973 and 49 CFR Part 27, regarding discrimination against individuals with disabilities.

For AAMPO:


 John Haila, Chair
 Transportation Policy Committee

3/26/2019
 Date

RESOLUTION OF APPROVAL

[INSERT RESOLUTION OF APPROVAL (JULY 9, 2019)]

MINUTES OF THE SPECIAL MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

JUNE 18, 2019

The Special Meeting of the Ames City Council was called to order by Mayor John Haila at 5:30 p.m. on the 18th day of June, 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 Devyn Leeson was also present.

SECOND PASSAGE OF ORDINANCE AMENDING CHAPTER 22 OF THE AMES MUNICIPAL CODE REGARDING DEFERRAL OF INFRASTRUCTURE IMPROVEMENTS: Moved by Nelson, seconded by Corrieri, to pass on second reading an Ordinance amending Chapter 22 of the *Ames Municipal Code* regarding deferral of infrastructure improvements.

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

PROPOSED 2019-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED PLAN AND PRIORITY GOALS AND 2019-2020 ACTION PLAN PROJECTS: Housing Coordinator Vanessa Baker-Latimer introduced Nora Ladjahasan, Assistant Scientist for Institute for Design Research and Outreach at Iowa State University (ISU). Ms. Baker-Latimer told the Council they would be sharing the data for compiling the Consolidated Plan and the Analysis of Impediments to Fair Housing Choice survey.

Ms. Baker-Latimer said submitting the five-year Consolidated Plan to the federal Department of Housing and Urban Development (HUD) is a requirement for receiving CDBG and HOME funds and serves as the planning document of the jurisdiction for the next five years. She also said the Analysis of Impediments to Fair Housing Choice survey must be conducted to make sure the CDBG funds are being used without discrimination and that an effort is being made to determine housing impediments and barriers in the community in order to provide affordable and safe housing.

Ms. Baker-Latimer said the majority of the data came from American Community Survey and Comprehensive Housing Affordability Strategy (CHAS), which includes students living in on-campus housing (excluding dormitories) and off-campus housing in the household data. Ms. Baker-Latimer shared data with Council on cost burden, availability burden, and housing barriers in Ames. She told the Council that based on all data the number one barrier to housing in Ames is the cost of housing for renters and owners, and the number two barrier is availability of affordable housing for renters.

The proposed goals and priorities to address low and moderate income residents in the community were reviewed. Ms. Baker-Latimer said the following program projects are being proposed to address the needs outlined in the data: 1. Utilize both CDBG and HOME funds to completed the 321 State Avenue Subdivision, which will include public infrastructure and new home construction; and 2. Utilize CDBG to acquire, demolish, or rehabilitate deteriorated housing city-wide (as possible convert single rentals back to single family home ownership); to sell or transfer these lots or houses to non-profit housing organizations to provide to low income households to rent or purchase.

Mr. Leeson asked what the City is doing about accessibility inside homes. Ms. Baker-Latimer said funds cannot be used to do accessibility modifications in rental housing, but in owner-occupied units CDBG funds have been used to move laundry to the main floor and build ramps. Member Gartin said it would be nice to have data for another university population. He said the student numbers can distort the data, and it would also be helpful to compare Ames to communities without the student population.

Mayor Haila said many renters have affordability challenges and asked if there has been thought toward building new subsidized rental properties. Ms. Baker-Latimer said HOME funds can be used for building rental housing.

Moved by Martin, seconded by Betcher, to change the second program project of the Annual Action Plan to: Utilize CDBG and/or HOME funds to acquire, demolish, or rehabilitate deteriorated housing city-wide (as possible convert single rentals back to single family home ownership); to sell or transfer these lots or houses to non-profit housing organizations to provide to low income households to rent or purchase.

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

Moved by Nelson, seconded by Gartin to adopt RESOLUTION NO. 19-287 approving the goals and priorities for the 2019-2023 proposed five-year Consolidated Plan and the 2019-2020 Annual Action Plan projects in connection with the City's CDBG program as amended.

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

RENTAL HOUSING REGULATIONS: Mayor Haila said the purpose of the discussion is to evaluate specific aspects of rental housing, not a whole scale review.

Building Official Sara Van Meeteren discussed the recent legislative change made at the State level that invalidated the City's rental concentration cap standards. She said the topics Council has discussed or entertained regarding rental housing over the last years are listed in the Staff Report. She highlighted concerns under the issues of Quality of Life, Health, and Safety; Reducing the Intensity of Rentals; Incentivizing Conversion of Rentals to Owner-Occupied Dwellings; and Occupancy Limitations.

Member Betcher asked about the legal decision regarding expansion or intensification of rooms in a home. Ms. Van Meeteren said in a current non-conforming structure, the decision determined that adding bedrooms increased the intensity. City Attorney Mark Lambert said the ordinance was changed to reflect that court decision. Mr. Leeson asked about mold in a rental property as a responsibility of the landlord. Ms. Van Meeteren said a tenant complaint process is in place, and a tenant can file a complaint with the Inspections Division. She said the Rental Code doesn't specifically name mold, but does discuss sanitation. She said the Inspections Division is happy to facilitate a conversation, and if a property is not in compliance the City can issue a citation. Mr. Leeson said he has heard of a mold situation that was not remedied. Ms. Van Meeteren said there's always a cause, and that cause can be found. Mr. Leeson asked about vermin problems. Ms. Van Meeteren said the code language is very clear about when it is the landlord's or tenant's

responsibility to take care of those issues.

Member Martin asked about the Assessor's definition of bedrooms and if it would be a difficult transition to match the definitions. Ms. Van Meeteren said it could be difficult as the Assessor's office counts egress windows but does not measure them, and can count a bedroom with a lower ceiling that would not be approved by the Rental Code. Member Gartin said the legislature made it clear that it didn't want to see a rental concentration cap, and asked for help in lessons during the legislative session. City Attorney Mark Lambert said much of the debate was around property owners being able to do what they want with their property. Member Gartin said if the Council tried to create spatial separation, it starts to feel like a rental cap. Mayor Haila said property rights was a big issue, and on more than one occasion an Iowa Representative suggested passing more ordinances to enforce issues that exist such as parking. Discussion ensued regarding new rental properties.

Mr. Schainker noted that an email from the South Campus Area Neighborhood (SCAN) was received, and that it was incorporated into the staff report.

Leslie Kawaler, 2121 Hughes Street, Ames, said the SCAN neighborhood has been dealt a double blow. She said there is an imbalance of owner-occupied and rental properties and some sort of special designation must be maintained going forward to recognize challenges these neighborhoods face. She said the most important item is the number of renters in a dwelling, and that the simplest fix would be to return the occupancy maximum to three adults, no matter the size of the property. She said families are priced out of their neighborhood because of the number of renters paying rent in the homes.

Barbara Pleasants, 516 Lynn Avenue, Ames, said using the bedroom number for determining occupancy is a crucial issue. She said occupancy should be limited to three or determined by number of bedrooms as of January 1, 2018 and frozen there. She said in the absence of a cap they will see an increase of four and five bedroom houses. She said the number of bedrooms should be determined by the Assessor and the most essential goal is to limit the increase of rental properties.

Nancy Marion, 2226 Jensen Avenue, Ames, said the number one concern is affordable housing. She said a single family home cannot be built under \$275,000. She said the older housing stock is needed for rentals. She said if new rental codes are enacted, complying with new requirements is going to increase rent. She said if LOCs are not transferable, rents will go up and if Council denies vacation homes, that will push short stay costs up. Ms. Marion said prohibiting roomers does not help those that are hurting financially.

Member Gartin said the public can email the Mayor and City Council with comments any time.

Ryan Houck, 65697 190th Street, Nevada, said data shows transient guests are coming to see people in Ames. He said there was not an Airbnb available during graduation weekend in Ames. He said no one has talked badly about Airbnb properties in Ames. He said they bought a property for \$105,000 and invested in it, and made it into something they are very proud of. He said he does not

support option 2, but would be in favor of the other options.

Paul Attema, 229 S. Russell Avenue, Ames, said he is a property owner and has rented two bedrooms of his four bedroom home, which provided income for mold treatment and a new roof. He said without the owner-occupied rental option, those improvements would not have been made. He said there is accountability in place with owner-occupied rental housing. He asked the Council to continue to allow owner-occupied rentals.

Paul Livingston, 1926 George Allen Avenue, Ames, said he has had the pleasure of representing sellers in areas near campus that want to sell to owner-occupied buyers, sellers that don't care and want the highest price, and buyers that want an investment property. He said he's about the individual and their rights. He said concerning occupancy limitations, a number of those restrictions are restrictions on improvements to the property, and provide the owner terrible restrictions on things that would otherwise be legal. He said it's offensive to limit students even though it isn't a protected class. He said basic property rights should be afforded to any owner.

Sarah Conroy, 840 Brookridge Avenue, Ames, said she is in favor of proactively making sure landlords are good landlords. She said it is illegal for a landlord to punish a tenant for things like noise.

Nancy Johnston, 1147 295th Street, State Center, said she owned a property on Donald Street and was going to sell to her daughter. She said when her daughter moved, she wasn't aware of the actions taking place, and so did not register the property as a rental and the home sat empty for a year. She said a young family would have been perfect for the home. She said she believes specifying rental limits by neighborhood is discriminatory and diverse neighborhoods are a good thing for the community.

Mayor Haila closed public input.

Member Gartin asked if Realtors or landlords would like to speak to limiting tenants to square footage of the house.

Mayor Haila opened public input.

Mary Warren, 3121 Maplewood Road, Ames, said she owns rental property in Ames and feels the Council should move on, and wait to see if there are issues. She said she would like to see an owner-occupied ordinance for life, health, and safety issues.

Nancy Marion, 2226 Jensen Avenue, Ames, said she believes Realtors in her group would be happy to sit down to discuss some questions. She said a LOC should be required in any situation where there is a roomer, nuisance remediation classes for landlords and renters could be offered, and rent abatement is a good option for a landlord that will not rectify a situation.

Luke Jensen, 2519 Chamberlain Street, Ames, said to his knowledge, the members of the Central

Iowa Board of Realtors have not been invited to participate in dialogue outside of a City Council meeting. He extended the invitation to SCAN members and Council members to discuss some of the issues.

Paul Attema, 229 S. Russell Avenue, Ames, said he had two renters and received a temporary LOC.

Mayor Haila closed public input.

Member Gartin asked about next steps. Mayor Haila said staff is looking for direction from Council. He said no one has asked Council to meet regarding this topic as Luke Jensen has, and that is an option for Council. Discussion ensued.

Member Martin asked about rent abatement. Ms. Van Meeteren said Iowa City has used this four times so far in instances where property owners are not registering their properties. She said this would be a good tool in the instances where Inspections cannot locate or get in touch with a landlord. Mr. Martin said he is in favor of rent abatement for properties that are not registered. Mr. Lambert said tenants are not responsible for rent in certain situations. He said a City ordinance would allow the Housing Official to issue the abatement. The Iowa City Code section was reviewed.

Ms. Beatty-Hansen said holding owners responsible for the standards already in place seems like the issue with the most consensus.

Moved by Beatty-Hansen, seconded by Betcher, to direct staff to bring ideas back to Council on how to hold owners responsible for nuisance issues.

City Manager Steve Schainker asked if a tiered system is desired. It was noted the concepts in the staff report (suspending or revoking LOCs after repeated violations, tiered fee system (increase rental fees when violations increase, and issue longer LOCs for those in compliance) should be used as a starting point.

Ms. Corrieri said Council should keep in mind input from staff and the public regarding the eviction process.

Discussion ensued regarding owner and renter violations. Ms. Van Meeteren said there is a difference between criminal and civil violations. She said noise violations are criminal violations to the resident/tenant and garbage can issues are worked out with the owner of the property.

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

Moved by Gartin, seconded by Beatty-Hansen, to direct staff to bring ideas regarding prohibiting or restricting the addition of off-street parking. Motion withdrawn.

Moved by Gartin, seconded by Betcher, to ask staff to come back with proposals with respect to making illegal rentals ineligible to receive a LOC for a substantial period of time.

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

Moved by Martin, seconded by Beatty-Hansen, to ask staff for proposals on implementing rent abatement for unregistered rental properties and other serious non-compliance issues.

It was noted that the Iowa City language could be a starting point.

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

Member Nelson discussed off-street parking and said he would like to see a limit to adding more. Ms. Van Meeteren reviewed the parking limitations. Mayor Haila asked about off-street parking requirements. Ms. Van Meeteren said current gravel can remain if maintained and brand new rentals have to have a minimum of two paved spaces. Member Martin said a street being clogged with cars is a separate issue than limited occupants. He suggested a resident parking permit pilot program as an experiment that could address clogged streets by creating a system to give each property so many tags for street parking.

Discussion ensued on porches. Ms. Betcher said using porches to create an additional bedroom has been a problem in the past.

Mayor Haila said the Code does not specifically mention mold, as brought up by Mr. Leeson. Ms. Van Meeteren said it is required that units be maintained in a clean and sanitary manner.

Member Martin said the roomer exception to requiring an LOC is you can have one roomer without meeting the Rental Code standards. He said the current law allows a first degree relative to be living in the home with a roommate. Discussion ensued.

Moved by Martin, seconded by Betcher, for staff to bring a proposal removing the consanguinity clause.

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

Discussion ensued regarding code requirements for new rentals.

Ms. Beatty-Hansen said she received a suggestion about a minimum energy efficiency standard for rental properties.

Member Gartin said he received an email from Ames Rental Association regarding the number of tenants allowed. Discussion ensued regarding occupancy and adding bedrooms. Ms. Betcher verified near campus neighborhoods are still part of the Code. Mr. Lambert concurred, and said Council defined near campus neighborhoods with a resolution and map.

Moved by Beatty-Hansen, seconded by Corrieri, to ask staff to bring back an option to freeze the number of bedrooms on all properties, rental and owner-occupied, in the near campus neighborhoods

as of January 1, 2018.

Discussion ensued regarding bedroom count by the Assessor and the Inspections Division. It was noted that the Assessor's numbers will be used for owner-occupied homes. Member Martin said for rental properties the City has bedroom numbers. Member Gartin said he has some concerns on this regarding property owner rights.

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

Member Gartin asked if more attention is needed on the disparity in bedroom count between the Assessor's Office and the Inspections Division and asked what the value is for changing the bedroom definition to match the Assessor's. Ms. Van Meeteren said it would be messy. She said there is a home listed as a four bedroom by the Assessor, but the fourth bedroom has a low ceiling that would not satisfy the Rental Code, so no one can legally sleep in that room. Member Gartin said holding off on the discussion is fine, but if there's certainty that can be created, it could be a benefit.

Member Martin said there is a standing request that Council receive updates on LOC's for particular neighborhoods.

Moved by Martin, seconded by Beatty-Hansen, to stop requiring reports on LOCs by neighborhood.
Vote on Motion: 6-0. Motion declared carried unanimously.

Mayor Haila asked how long it will take staff to craft these options as directed. He said he desires a draft ordinance based on staff's interpretation be presented to Council, then a two-week comment period, and then the Ordinance will be brought back to Council for discussion, to receive public comment, and be finalized. He said when it comes to Council the next time, it will be for first reading.

Member Gartin said this isn't a comprehensive plan, and it could be that Council decides to back off on some of the content requested. Planning and Housing Director Kelly Diekmann asked for clarification on public comment. Mayor Haila said the first time the Ordinance should be presented to Council with no public comment, then two weeks allowed for receiving comments, then be on an agenda for Council discussion and public input. He said when it comes to Council the next time, it will be for first reading and public input will be allowed at that meeting.

Member Nelson asked when Council will discuss vacation rentals. It was noted that no further information from staff is needed on vacation rentals, but the topic will be placed on the agenda for Council discussion at the same meeting Council first receives the draft ordinance changes on rental housing regulations.

DISPOSITION OF COMMUNICATIONS TO COUNCIL: The communication provided to Council was for informational purposes only.

COUNCIL COMMENTS:

Member Gartin said he appreciates the stability of those who come with comments regarding rental housing.

Moved by Beatty-Hansen, seconded by Corrieri, to direct staff to form a committee including the Police Department, Legal Department, and ISU to explore the regulation of micromobility modes of transportation in Ames and on campus and report back to Council on any consensus reached.

Member Gartin said so much effort and money has been expended on mixed-use trails, and he will be a hard sell on this idea. Mayor Haila said ISU was approached by a scooter company, and ISU decided not to allow scooters on campus. Mayor Haila said Council needs to have a policy before a large amount of scooters just show up. Discussion ensued. Mr. Lambert said various traffic regulations and rules about street use are in place. He said there's nothing prohibiting the scooters themselves from running. Mr. Schainker brought up park paths and streets. Ms. Beatty-Hansen said these modes of transportation are coming for private use and some rules need to be in place. Mayor Haila asked if micromobility includes skateboards. Ms. Beatty-Hansen said yes. Mayor Haila said ISU is very concerned about the skateboards for safety reasons. Ms. Betcher said she shares Member Gartin's concerns, but has heard that communities not ahead of this are having concerns. Member Gartin asked what it would look like to be "ahead of this." Mr. Schainker said to have regulations in place. Mayor Haila said there is a certain company that will fine \$100 per day when a scooter is not returned to the stand as required, so some regulations could prevent chaos.

Vote on Motion: 5-0. Voting aye: Beatty-Hansen, Betcher, Corrieri, Martin, Nelson. Voting Nay: Gartin. Motion declared carried.

Mr. Leeson said rental housing issues he is concerned about include controlling mold, impact analysis with landlords on lease gap solutions, and closing lease loopholes. Mayor Haila said he appreciates Mr. Leeson's efforts toward his concerns, and suggested the concerns be referred to Campus and Community Commission.

Moved by Corrieri, seconded by Nelson, to refer Mr. Leeson's email to Campus and Community Commission.

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

Mr. Leeson discussed the importance of ADA accessibility for rental housing units.

ADJOURNMENT: The meeting adjourned at 8:58 p.m.

Diane R. Voss, City Clerk

John A. Haila, Mayor

Erin Thompson, Recording Secretary

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

JUNE 25, 2019

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:00 p.m. on June 25, 2019, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Bronwyn Beatty-Hansen, Amber Corrieri, Gloria Betcher, Tim Gartin, and David Martin. As it was impractical for Council Member Chris Nelson to be present in person, he was brought into the meeting telephonically. *Ex officio* Member Devyn Leeson was also in attendance.

CONSENT AGENDA: Council Member Betcher requested to pull Item No. 12, Modifications to Clark Avenue Bike Lanes, for further discussion. Mayor Haila pulled Item No. 19, regarding Tripp Street Extension project, due to having an unsigned Agreement.

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

1. Motion approving payment of claims
2. Motion approving Minutes of the Regular Meeting of June 11, 2019
3. Motion setting salaries for Council appointees FY 2019-20
4. Motion approving Class E Liquor License ownership change - Fareway Meat Market #189, 3720 Lincoln Way
5. Motion approving new 5-day Class C Liquor License (June 28 - July 2) - Thirsty Pigs LLC, 3600 University Boulevard
6. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Special Class C Liquor License with Outdoor Service and Sunday Sales - Botanero Latino, 604 East Lincoln Way
 - b. Class C Liquor License with Catering and Sunday Sales - Jethro's BBQ, 1301 Buckeye Avenue
7. Motion approving request from Ames Convention & Visitors Bureau for Fireworks Permit for display from 1422 S. 4th Street at 10:00 p.m. on July 3, 2019, for Independence Day Celebration
8. RESOLUTION NO. 19-289 approving reappointment of Council Member Tim Gartin to Ames Economic Development Commission Board of Directors
9. RESOLUTION NO. 19-290 approving and adopting Supplement No. 2019-3 to the *Ames Municipal Code*
10. RESOLUTION NO. 19-291 adopting New and Revised Fees for the City of Ames to be effective July 1, 2019
11. RESOLUTION NO. 19-292 approving Commission On The Arts (COTA) Special Project Grant Contract for Fall 2019 with Town and Gown Chamber Music Association
12. RESOLUTION NO. 19-294 approving Safety Services Contract with IAMU in an amount not to exceed \$66,000 for period July 1 through December 31, 2019, and optional renewal in an amount not to exceed \$66,000 for period January 1 through June 30, 2020
13. RESOLUTION NO. 19-295 accepting quote for Excess Worker's Compensation Insurance from Holmes Murphy & Associates for coverage with Midwest Employers Casualty

- Company1 for the same coverage types and limits as the expiring contract at a renewal premium of \$104,765
14. RESOLUTION NO. 19-296 Communities Assurance Pool (ICAP) for certain casualty and liability coverages at a net cost of \$510,499
 15. RESOLUTION NO. 19-297 accepting extension of Property Brokerage Agreement with Willis of Greater Kansas, Inc., for the period beginning July 1, 2019, through June 30, 2020, in the amount of \$50,000
 16. RESOLUTION NO. 19-298 approving renewal for property insurance program coverage with Willis of Greater Kansas, Inc., for FY 2019/20 at the combined quoted premium of \$612,813
 17. RESOLUTION NO. 19-299 approving Professional Services Agreement with HDR Engineering of Omaha, Nebraska for 2045 Long-Range Transportation Plan Update in an amount not to exceed \$494,909
 18. RESOLUTION NO. 19-301 awarding Contract for FY 2019/2020 Hauling (to the Boone County Landfill) and Related Services for Resource Recovery Plant to Waste Management of Iowa, Inc., at a base rate of \$14.14/ton
 19. RESOLUTION NO. 19-302 approving payment of \$349,105 to Iowa State University to meet the City's current StoryComm obligation under the Radio System Contract with RAYCOM
 20. RESOLUTION NO. 19-303 approving 3-Year extension of Welch Avenue Parking Lot T (Campustown) Lease
 21. Requests for Midnight Madness on July 13, 2019:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License
 - b. Motion approving 5-day Class B Beer & Outdoor Service Area in City Hall Parking Lot N
 - c. RESOLUTION NO. 19-304 approving closure of portions of 5th Street, Douglas Avenue, 10th Street, Clark Avenue, Main Street, Northwestern Avenue, 9th Street, Ridgewood Avenue, and 6th Street; Burnett Avenue and Kellogg Avenue, from 5th Street to 10th Street; 6th Street, 7th Street, 8th Street, and 9th Street, from Clark Avenue to Douglas Avenue; and Park Way, from 6:00 p.m. to 11:00 p.m. on Saturday, July 13
 - d. RESOLUTION NO. 19-305 approving suspension of parking regulations and enforcement from 6 PM to 11 PM
 - e. RESOLUTION NO. 19-306 approving closure of Clark Avenue from 5th Street to 6th Street and City Hall Parking Lot N from 6 PM on July 13 to 1 AM on July 14 for post-race activities
 - f. RESOLUTION NO. 19-307 approving waiver of fees for blanket Vending License and usage of electricity
 22. RESOLUTION NO. 19-308 approving preliminary plans and specifications for South Grand Avenue - South 5th Street; setting July 16, 2019, as bid due date and July 23, 2019, as date of public hearing
 23. RESOLUTION NO. 19-309 approving preliminary plans and specifications for the Wellhead Controls Improvements and Repainting Project; setting July 31, 2019, as the bid due date and August 13, 2019, as date of public hearing
 24. RESOLUTION NO. 19-310 approving preliminary plans and specifications for the Water Plant Handrail Modifications Project; setting July 24, 2019, as bid due date and August 13, 2019, as date of public hearing
 25. RESOLUTION NO. 19-311 waiving City's Purchasing Policies and Procedures requirement

- for formal bidding and awarding a contract to Open Systems International, Inc., of Medina, Minnesota, for Monarch Support for three-year term for Supervisory Control and Data Acquisition (SCADA) for the Power Plant in the total amount of \$184,632
26. RESOLUTION NO. 19-312 awarding contract to Murphy Tractor and Equipment of Des Moines, Iowa, for the purchase of a wheel loader to replace an old one used at the Resource Recovery Plant in the amount of \$298,478
 27. RESOLUTION NO. 19-313 approving contract and bond for 2017/18 Downtown Street Pavement Improvements - Main Street Alleys (Duff-Douglas, Kellogg-Burnett)
 28. RESOLUTION NO. 19-314 approving contract and bond for Boiler Maintenance Services Contract for Power Plant
 29. RESOLUTION NO. 19-315 approving contract and bond for Power Plant Unit 7 Generator Overhaul Project
 30. RESOLUTION NO. 19-316 approving contract and bond for Teagarden Area Drainage Improvements
 31. RESOLUTION NO. 19-317 approving contract extension with Electronic Engineering Co., of Ames, Iowa, to provide 800-MHZ trunked radio equipment, pagers, and related equipment and services for City departments from July 1, 2019, through June 30, 2020
 32. RESOLUTION NO. 19-318 approving contract renewal to Excellence Opto, Inc., of Pomona, California, for LED Luminaries Supply Contract for Electric Distribution
 33. RESOLUTION NO. 19-319 approving contract to TEI Construction Services., Inc., of Duncan, South Carolina, for Power Plant Maintenance Services for hourly rates and unit prices bid in an amount not to exceed \$100,000
 34. RESOLUTION NO. 19-320 approving partial completion of public improvements and reducing security for Quarry Estates, 3rd Addition
 35. RESOLUTION NO. 19-321 approving Plat of Survey for 1528 X Avenue (Boone County)
 36. RESOLUTION NO. 19-322 accepting completion of 2017/18 Accessibility Enhancement Program (Airport Road Sidewalk)

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

MODIFICATIONS TO CLARK AVENUE BIKE LANES TO REMOVE BIKE BOX AND REPLACE WITH BIKE LANES AT AN ESTIMATED COST OF \$2,500: Council Member Betcher explained that she pulled this item from Consent to discuss the letter from the Ames Bicycle Coalition (ABC). She noted that in ABC's letter they note that they would like to see a bike box tried in another location. Traffic Engineer Damion Pregitzer stated that if the Council has a specific location they would like staff to evaluate they can; however, the best option would be to discuss having additional bike boxes during the 2045 Long Range Transportation Plan discussions. Ms. Betcher commented that she is not sure if any data were collected from the Clark Avenue bike box, but suggested when putting a bike box in a different location to collect more data. Mr. Pregitzer stated staff could work with a consultant and look at more specific thresholds, but currently don't have any thresholds that would trigger the bike box treatment versus a separated bike line.

Moved by Gartin, seconded by Corrieri, to approve RESOLUTION NO. 19-293 approving modifications to Clark Avenue bike lanes to remove bike box and replace with bike lanes at an

estimated cost of \$2,500.

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

PUBLIC FORUM: Alex Yakobsen, Southdale Drive, Ames, stated he wanted to talk about the Police Departments behavior. In his opinion, the Police Department only protects some people. He gave an example of a child with a disability who was beaten up by another student on the bus in the morning, and the driver did nothing, and then it happened again in the afternoon. Mr. Yakobsen mentioned that instead of the Police Department understanding what happened, they threatened the parent who was trying to help the situation. He also noted there are other safety issues.

There being no one else wishing to speak, the Mayor closed Public Forum.

STAFF REPORT ON COMMUNITY INTERNET IMPROVEMENTS: Assistant City Manager Brian Phillips stated that since November 2018, staff has been investigating five issues that the Council had identified related to internet service in the community. He noted that he wanted to focus on the issues that are identified in the report as potential next steps:

1. A feasibility study for municipally owned and operated internet utility and the factors that influence the decision.
2. Whether there is any further action that the Council would like to do in regards to the existing internet providers in the area, with ways to improve the service in the community.
3. Whether the Council would like to study subdivision requirements related to the installation of internet infrastructure.

Feasibility Study: Mr. Phillips noted that when preparing the staff report there were conversations with dozens of people representing seven different internet providers. He explained that staff had made it clear to each provider that the Council's goals are for improvements to availability, reliability, cost, speed, customer service, and policy. Staff did make an offer to the current internet providers to share the City's public data regarding locations of easements, rights-of-way, utility poles, in order to help provide better service. Mr. Phillips noted that a conversation was had with three providers that have infrastructure just outside of the Ames service area for fiber to the premises internet service, but at the moment they are not able to serve the Ames community due to capital constraints for infrastructure.

Assistant City Manager Phillips stated a fiber-to-the-premises provider had reached out to the City and expressed interest in providing the Ames community with that type of network. The provider has received approval from its Board to proceed with construction and has begun investing funds to secure real estate in Ames. He noted that this provider is not ready to make the public aware of whom they are at this time, but will do so in July or August of this year. The provider intends to build out the Ames network within two to three years and would affect the rights-of-way, and easements in the area. This company has done build outs in a number of cities in the U.S. throughout the past several years. Mr. Phillips stated that fiber-to-the-residence internet only works

when there is one provider. City staff has been up front with the provider that the City may do a feasibility study for a municipally operated and owned internet utility, and the provider responded that it does not align with their timeline and would move on to another city if the City started a feasibility study.

Mr. Phillips commented that staff estimates the cost to conduct a feasibility study would be approximately \$75,000 to \$125,000. He then explained all the steps that staff would do if the Council directed staff to proceed with the feasibility study. Mr. Phillips stated that the Staff Report does show two options, but a third option would be to delay the process and invite this provider to give a report to City Council.

Council Member Martin inquired if this other provider needed the City's permission to do the project. Mr. Phillips stated that they do not as they would need to follow the proper procedures for obtaining right-of-way and easements, but this provider is asking for the use of certain city facilities, such as the utility pole infrastructure. The provider would also need to build a structure where the fiber would loop back to.

Mr. Martin also asked how this other company replied to the City Council's top five concerns. Mr. Phillips stated that the provider is in the process of evaluating where it would provide service to and is willing to share this information with the City. He pointed out that this company, like the other companies, will not be able to cover 100% of the community; there will still be some areas that it will not be able to provide service to as it would not be cost-effective.

Council Member Gartin stated that when he read the Staff Report, it felt like the new firm was trying to be heavy-handed and almost bullying the City, and he received about 30 emails from constituents who felt the same way. He noted that Mr. Phillips had clarified the intent of the new company, but if there are still some people who feel a bit put off by the notion that the new company would hold the City hostage to having a feasibility study and asked Mr. Phillips for his opinion. Mr. Phillips stated he didn't take their comment as threatening as the company has to fulfill obligations by its investors, who want the money in the ground right away. He noted that the provider is offering to put \$30 million into this project. Mr. Gartin stated that the Council needs to take a good hard look at this potential new company and a couple months really isn't that long.

Council Member Betcher stated that Mr. Phillips mentioned the disruption in the right-of-way if the new provider comes in and inquired if this would be the same if the City did the work. It was noted that the disruption would still happen no matter who provided the internet service.

Council Member Betcher inquired if the new provider would be doing work underground, overhead, or both. Mr. Phillips stated that he wouldn't be able to answer that and would need to do a study to see what is needed. Mr. Schainker stated that there are areas of town that are older and do not have a lot of room, and that it might be impossible to go underground. Mr. Phillips noted that this new provider did mention the possibility of putting up temporary poles until the City could put up newer poles.

Mr. Schainker stated that if the Council would like to postpone this discussion he would recommend having a Workshop meeting and having other providers present as well. Council Member Corrieri stated she is fine with having a Workshop, but the other providers have already spoken and addressed the City's concerns, and she would like to move forward.

Council Member Martin asked if this company had done a study of its own regarding the Ames market and if so, whether that had been provided to staff. Mr. Phillips stated that the company has indicated that it likes under-served communities and Ames is a college community, but hasn't shared the specific economic data that it used.

Brian Woerth, 3515 Emerald Drive, Ames, stated that he wanted to promote the idea of the feasibility study. He noted that when he read through the Report he was excited about a new company coming to the Ames community even though he has some concerns about being strong-armed. Mr. Woerth explained that he thought it was a good idea to get together with this new company to find out more about it, but questioned why the City is not thinking of doing that for the municipal internet. He noted that he looked into Wilson, North Carolina, which was listed in the Staff Report and that city is doing great as a municipal internet provider and its population is close to that of the Ames community. Mr. Woerth recommended proceeding with a feasibility study.

David Brenner, 1214 Marston Avenue, Ames, explained that he is in favor of the feasibility study and also in favor of having a municipal broadband, as he feels this will keep money in the community. He noted that when he goes into shops and runs his credit card, it takes forever to go through. Mr. Brenner stated it would be best to have a municipal broadband.

Fritz Keinert, 619-8th Street, Ames, noted that he is in favor of exploring the possibility of a community-owned internet. He explained that he has been a customer of Mediacom and CenturyLink in the past, and the customer service is horrible; he has to wait a week or so for a service call and has to go without service in the meantime. Mr. Keinert stated that when looking over the Report, the new company coming in is interested in generating value for its shareholders and no interest in providing good service to the community. He would prefer to have local control and local repair people who care about their customers.

Phyllis Peters, 1311 Coolidge Drive, Ames, explained that she is an employee of Mediacom, has worked there for about ten years, and is also a member of the community. She stated that it seems to her there is a lot of incorrect information, especially in the terminology. Ms. Peters noted that when she looked at Ogden, which is noted in the Staff Report, its fastest speed is 200 mgs, and this was done a year or more after Mediacom offered 1 gb of speed. She explained that 1gb is faster than 200 mgs and believes that Mediacom offers the fastest speeds. It does have prices for people who don't use the internet as often for only \$24.99. Ms. Peters explained that Mediacom has continued to invest in the community.

Chad Moore, 235 Alexander Avenue, Ames, explained that he works for ICS Advanced Technologies and was part of the preliminary meeting that was conducted with the City. He

questioned if there was municipal internet, how would the Development Review Committee be affected, and how all the other internet providers would be kept in the loop regarding development. Mr. Phillips commented that the City would continue to have that commitment to make sure all providers get the development information.

Iddo Friedberg, 908 Vermont Circle, Ames, asked to address some of the issues from Ms. Peters' discussion earlier. He noted that, just from his experience, he has been paying Mediacom for 50 mgs for several years, and it is not reliable. Mr. Friedberg commented that he is for the feasibility study. In Mr. Friedberg's opinion, the internet has changed over the years and is now an essential part of life and no longer a luxury. He would like to take a step back and look at the internet as a utility, and need to treat the issue of reliability, accessibility, and under-served populations.

Beau Hicks, 225 South Dayton, Ames, advised that he is the Area Director for Mediacom in Ames. He mentioned that Mediacom had spent the last three months looking at every single address in Ames to see if Mediacom provides service, and if not, why they do not. Mr. Hicks stated that, with the findings that some areas are unserviceable without customer contributions and new construction, they have put a new plan of action in place. He noted that Mediacom has had the lowest number of customer service calls than they have ever had. Mr. Hicks explained that they are not opposed to competition and are ready for it. Mediacom would like to be treated fairly, and the Subdivision Code is very important no matter what route the Council decides to take.

Moved by Martin, seconded by Beatty-Hansen, to ask staff to bring the Council a draft Request for Proposal (RFP) for a wholesale and retail feasibility study, and in the meantime, invite the new provider to present its plan and give the Council an opportunity to ask questions.

Council Member Martin stated he said a "draft" RFP because he would want to allow time to speak to the new provider, and doesn't feel what they heard so far gives them enough reason to suspend their investigation completely. Council Member Gartin inquired as to the scope of work involved in developing a draft RFP. Mr. Phillips stated that putting together an RFP would involve doing some research on other communities to see what they have done, assembling a team to evaluate the RFP, and setting criteria. City Manager Schainker stated it would take about two months to collect the data and get something put together.

Mayor Haila stated in the Staff Report, it is noted that "this provider is aware that the City may consider pursuing a feasibility study for a City-operated internet utility, and has informed City staff that it would not proceed with a project in Ames if the City intended to proceed with a City-operated utility" and he wanted to know if the motion would cause the provider not to proceed with the project in Ames. Mr. Schainker stated that all that staff would be doing is preparing something, but not submitting it; it is not a commitment to move forward with a City-operated utility.

Further discussion was had about whether Mr. Martin's motion would make the new provider decide to not proceed further with the City.

Vote on Motion: 3-3. Voting aye: Beatty-Hansen, Corrieri, Martin. Voting nay: Betcher, Gartin, Nelson. Motion failed.

Moved by Gartin, seconded by Betcher, to direct staff to engage the new company to meet with the Council at its earliest convenience or no later than end of August, and if possible provide as much information about its plan in advance to the public, and ask the City to do its due diligence by investigating references in regards to the Council's five concerns along with checking to see if there are any outstanding complaints about the new company.

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

Mr. Phillips stated that there are two potential next steps and asked the Council if they would like staff to do anything further with the existing providers. Mr. Schainker commented that the existing providers might be updating their plans. Council Member Beatty-Hansen asked if the new provider will be providing a map, and if so, the existing companies might want to bring similar information. Mr. Phillips noted that the new company will not have that level of detail until November, but would be willing to share what it has so far.

Mayor Haila asked if the Council would like to add anything to the Subdivision Code requirement to have providers require a rough-in for pathways for service into the house. Mr. Phillips stated that they have had preliminary discussions with developers about how they secure internet service for their developments, and the developer will go with whatever is the lowest cost to them. Mr. Phillips noted that if the City required this type of infrastructure at the time of Subdivision, whether the conduit would become the City's property and have to maintain it or does the City provide it one time for providers to use at their own risk if the conduit fails in the future. He explained that these are questions that need to be looked into further.

STAFF REPORT ON INCLUSION CROSSWALK AT 5TH STREET AND DOUGLAS AVENUE: Traffic Engineer Damion Pregitzer stated that there was an idea of putting an inclusive sidewalk at the intersection of 5th and Douglas along all four corners. Mr. Pregitzer stated that one question was if there were any regulations regarding a decorative sidewalk. The only regulation that he could find was if the City was going to do anything that is "cross-marking," the white lines would need to be put on the outside. He noted that the designs he is going to show tonight all have the white lines along the edges of the design. Mr. Pregitzer stated another item that was discussed was if paint or thermal plastic would be used. He noted that paint is inexpensive, but has less than a year life, slip-resistant material can wear off, tends to darken quickly from road wear, and requires labor-intensive installation. The thermal plastic is durable, as can last up to five years, slip-resistant material throughout, fade-resistant colors, and installs quickly, but it is a lot more expensive than paint. Mr. Pregitzer then went over the following three options:

Option One - Blocks design that includes three separate pride designs represented by 6x6 foot blocks of color with six-inch white border for the official crosswalk lines at an estimated cost of \$32,890.

Option Two - Rainbow design that includes a single pride design represented by one-foot-wide color stripes and a six-inch white border for the official crosswalk lines at an estimated cost of \$45,740.

Option Three - Bars design is a cost-effective alternative to Option 1, which still includes three separate pride designs, represented by 2x6 foot bars of color with a six-inch white border for the official crosswalk lines at an estimated cost of \$12,140.

Council Member Betcher asked for Mr. Pregitzer to explain what the colors represent. Mr. Pregitzer stated the top and bottom, is the pride inclusion flag, which is for the LGBTQ community plus minorities and the blue, pink, and white is the transgender pride flag and the nonbinary gender is the right side.

City Manager Steve Schainker stated that staff is recommending moving forward with Option 3, which is the most cost-effective while still using the thermal plastic tiles.

Mayor Haila reminded the Council that this idea was initiated through Dr. Stewart with Iowa State University. He showed Option 3 to Dr. Stewart, and he liked the idea as well. The goal is to have this crosswalk implemented before Pridefest this year.

Council Member Nelson suggested that after this sidewalk is established in Downtown, maybe after the Welch Avenue project is completed, this could be done in the Campustown area.

Jonathan Kolash, Ames, wanted to urge the Council to support Option 3.

Moved by Gartin, seconded by Betcher, to approve Option 3 - Bars design.
Vote on Motion: 6-0. Motion declared carried unanimously.

FLOOD MITIGATION - RIVER FLOODING: Municipal Engineer Tracy Warner stated this item has been brought forward several times for different steps in the process. The owners at 1016 and 1008 S. Duff have been patient, but would like to move forward so they know the necessary impacts on their project and their potential development area. Ms. Warner stated that the area was platted in 2011 and has areas that are in the flood way. She noted that part of the area is already in a permanent drainage easement that was dedicated with the 2011 plat. The parcel is 2.78 acres; just under one acre is under the floodway and under a half acre is in the floodway fringe. Ms. Warner explained that 1.44 acres is needed for the project, but .487 acres is already in the drainage easement. Of the total area needed to be acquired, 19% is already in flood fringe and 61% is in the floodway. She noted that staff has spoken with potential buyers for the Lot 1 (Carney property) on potential layouts and has worked with the potential grading and flood wall and believes it has come down to cost and if the land will be used in an easement. Ms. Warner stated that staff is recommending the easement, but there is also the option to purchase the land.

Mayor Haila inquired if the Council was to commit to buy the easement or the property, how would that affect the Grant funding. Ms. Warner stated that any work that is done regarding acquisition

would not be eligible to be used as either qualifying for the local match or the Grant to be eligible to be reimbursed. Mayor Haila asked if that included an oral commitment. Ms. Warner stated she is not sure and would need to ask Iowa Homeland Security.

Council Member Gartin wanted to know if there were any historical information as to how the City has had to handle similar matters in the past. Ms. Warner stated they have been acquiring a lot of land lately, and the City's preference is to acquire an easement. Mr. Gartin asked if it would leave the property owner with enough viable land. Ms. Warner explained that they had been working with one of the interested parties and they were able to meet the parking requirements for what they wanted.

Chuck Winkleblack, Hunziker Companies, 105 S. 16th Street, Ames, explained that he is here tonight representing the Carney family. He noted that the preference of the family is not to fight with the City, but they have been waiting for three years to get an answer. He explained that the site plan that was shown earlier is no longer valid as that company is no longer interested because the process has taken too long. Mr. Winkleblack stated that the Carneys are not worried about the money, but just want to know what they will have to sell and the guidelines. He noted that the retainage wall will be tall and believes it has a 10-12 foot drop. Ms. Warner stated that the storm drainage would be accessible on the east side, but the area is in the floodway fringe right now and would tie into the bridge abutment. Mr. Winkleblack stated he is trying to point out that the stormwater on the other side of the wall would not be usable. Mr. Winkleblack stated that he believes the Carneys are unwilling to sign an easement for the dollar amount listed in the Staff Report.

Mayor Haila wanted to clarify that the Carneys are not interested in doing anything else besides selling for \$356,000. Mr. Winkleblack stated that is incorrect, and if the direction of staff is to go get an easement for the \$156,000, then don't waste the City staff's time as the Carneys will not sign it. Mayor Haila then asked to clarify that the Carneys are not interested in doing an easement. Mr. Winkleblack stated that was correct. Mr. Winkleblack noted there are a few outstanding questions that still need to be answered; e.g., would be responsible for the erosion control. Ms. Warner stated that the City would be responsible for the wall and the maintenance of the area. Mr. Winkleblack asked about who would be responsible for mowing the area. Ms. Warner stated it would be native landscaping and would not require any mowing. It was then asked by Mr. Winkleblack if the tax assessment value and whether it be zero. Ms. Warner stated that it would not be zero but would be a reduced value, but she could not speak for the City Assessors office.

Eric Eide, Nyemaster Law Office, Ames, stated that he is here today on behalf of his client the Carney. He advised that he is an attorney who has been practicing for 31 years and has dealt extensively with condemnation. Mr. Eide stated that he had reviewed the 134-page Staff Report and doesn't believe the City's appraisal is supportable. He noted that he had spoken with Ted Frandson, who was hired by Mr. Winkleblack to do an appraisal; the appraisal included the value of the property after the easement had been taken out. Ms. Warner stated that the City's appraisal was not intended for the imminent domain process but it is a preliminary report that has not been reviewed; it was done to just get a base land value of what was going to be included in the project. Mr. Eide

stated that might be true, but a city is talking about acquiring property, doing it any other way doesn't make any sense. Mr. Eide stated that both appraisals agree about the amount of buildable property. He noted that if he went with Mr. Frandson's buildable property amount of one-third of an acre and charged \$25 a square foot, it would come up to \$363,000. Mr. Eide stated that the City's quote came up to \$377,000 and Mr. Frandson's was \$356,000. Mr. Eide stated that if the City is going to build a wall on someone's property, the City should probably buy it as it is the same as a road. He noted that, with the wall, there has to be additional set-backs as well.

Council Member Gartin asked Mr. Eide if it would render the property to be valueless, if the City was only to seek an easement. Mr. Eide stated it would not as it would still be buildable.

Ms. Warner stated that the landowners' representatives are looking for some direction and staff has provided three options, but could go in a different direction, if needed.

Council Member Beatty-Hanson inquired if the City purchased the land would there be any part of the land that would be of value to the City. Ms. Warner stated that with the project they will be doing some grading and the wall, and this property along with the Red Lobster property will end up with the wall to maximize the developable area. Mayor Haila asked whose benefit it would be to have a more developable area. Ms. Warner stated it would be beneficial to the property owners.

Further discussion was had about what the options were regarding an easement versus purchasing the land.

Moved by Martin to direct staff to move ahead with the intent to acquire permanent easements for \$156,000 for the front property (1016 S. Duff) and \$6,840 for the rear property (1008 S. Duff). Motion failed due to lack of second.

Moved by Beatty-Hansen, seconded by Corrieri, to direct staff to move ahead with the intent to acquire a fee simple acquisition for \$356,000 for the front property (1016 S. Duff) and a permanent easement for \$6,840 for the rear property (1008 S. Duff).

After further discussion, it was believed that the motion would pose a risk to the City if the purchases were made prior to confirmation of the federal grant award.

Motion withdrawn.

Moved by Beatty-Hansen, seconded by Corrieri, to wait until the next Council meeting after which an answer is received from the Iowa Department of Homeland Security and direct staff to inquire with Homeland about the finer points of the timing of an acquisition versus reimbursement for the FEMA Grant.

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

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT: Municipal Engineer

Tracy Warner stated staff had been continuing to negotiate land with property owners who are impacted by the roadway construction. There are a few items that were negotiated as part of the land acquisitions that need to be incorporated into the plans for construction. The items to be included are the Aldi sidewalk connection, an addition of a rectangular rapid flashing beacon, mid-block crosswalk at the Boys and Girls Club, and additional right-of-way coordination.

Moved by Betcher, seconded by Gartin, to approve RESOLUTION NO. 19-324 approving Amendment No. 3 to the Professional Services Agreement with Shive Hattery, Inc., of West Des Moines, Iowa, in an amount not to exceed \$21,300 regarding the South Grand Avenue Extension project.

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

CYRIDE AUTOMATIC VEHICLE LOCATOR (AVL)/AUTOMATIC VOICE ANNUNCIATION (AVA) PASSENGER INFORMATION AWARD TO GMV SYNCROMATICS: Moved by Betcher, seconded by Gartin, to approve RESOLUTION NO. 19-325 awarding a contract to GMV Syncromatics of Los Angeles, California, in the amount of \$941,730, contingent on Iowa DOT 5310 Contract approval for FY 2020 and subject to concurrence with award from the Iowa DOT Office of Public Transit.

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

HEARING ON ZONING TEXT AMENDMENT (CHAPTER 29) REGARDING GUEST LODGING IN SPECIFIED ZONING DISTRICTS: The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Beatty-Hansen, seconded by Betcher, to continue the hearing to a date uncertain and direct staff to republish notice.

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

HEARING ON UNDERGROUND TRENCHING SERVICES FOR ELECTRIC SERVICES: The public hearing was opened by the Mayor. He closed the hearing after no one asked to speak.

Moved by Betcher, seconded by Martin, to adopt RESOLUTION NO. 19-326 approving final plans and specifications and awarding the primary contract to Ames Trenching of Ames, Iowa, in an amount not to exceed \$200,000.

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

Moved by Martin, seconded by Betcher, to adopt RESOLUTION NO. 19-327 approving final plans and specifications and awarding the secondary contract to Zoske Electrical Services of Iowa Falls, Iowa, in an amount not to exceed \$100,000.

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

made a portion of these Minutes.

HEARING ON SCAFFOLDING & RELATED SERVICES SUPPLY CONTRACT FOR ELECTRIC SERVICES: The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Martin, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 19-328 approving final plans and specifications and awarding a contract to HTH Companies Inc., of Union, Missouri, in an amount not to exceed \$60,000.

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

HEARING ON WATER PLANT RADIO TELEMETRY UPGRADES: Mayor Haila declared the public hearing opened. He declared it closed after there wasn't anyone wishing to speak.

Moved by Betcher, seconded by Martin, to adopt RESOLUTION NO. 19-300 approving final plans and specifications and awarding a contract to Jetco. Inc., of Altoona, Iowa, in the amount of \$53,200.

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

HEARING ON REZONING OF 3315 S RIVERSIDE DRIVE FROM AGRICULTURAL TO RESEARCH PARK INNOVATION DISTRICT: The public hearing was opened by the Mayor. He closed the hearing after no one asked to speak.

Moved by Betcher, seconded by Beatty-Hansen, to pass on first reading an ordinance rezoning 3315 S. Riverside Drive from Agricultural to Research Park Innovation District.

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

ORDINANCE VACATING RIGHT-OF-WAY ADJACENT TO 635 AGG AVENUE: Moved by Nelson, seconded by Beatty-Hansen, to pass on second reading the Ordinance vacating the right-of-way adjacent to 635 Agg Avenue.

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

ORDINANCE REPEALING RENTAL CONCENTRATION CAP: Moved by Beatty-Hansen, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4386 repealing the Rental Concentration Cap.

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

Moved by Betcher, seconded by Martin, adopting RESOLUTION NO. 19-323 repealing the Rental Concentration Cap Map.

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

ORDINANCE AMENDING CHAPTER 22 OF THE AMES MUNICIPAL CODE REGARDING DEFERRAL OF INFRASTRUCTURE IMPROVEMENTS: Moved by Beatty-Hansen, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4387 amending Chapter 22 of the *Ames Municipal Code* regarding deferral of infrastructure improvements.

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

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila stated the one item tonight is on notes from a contractor round-table discussion from the Ames Economic Development Commission (AEDC). City Manager Steve Schainker stated this was a task that the Council assigned to the AEDC as part of its goal setting.

Moved by Betcher, seconded by Beatty-Hansen, to accept the report for the time being.

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

COUNCIL COMMENTS: Council Member Betcher noted that in Item No. 42, she noticed that a rectangular rapid flashing beacon was going to be installed. This was something the Council had recommended previously but was unable to consider due to a legal issue over the patent. That issue has now been resolved.

Moved by Betcher, seconded by Beatty-Hansen, to get a memo from staff to see if anything is being done with the past requests for a rectangular rapid flashing beacon.

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

Ms. Betcher stated that she is involved in discussions with the International Town & Gown Association on a future webinar on the Census 2020 project.

Council Member Gartin received an update on activities from the Ames Interfaith Refugee Alliance. The group has been meeting monthly since 2016 to help make Ames a more welcoming community for refugees. The organization has been helping one family and providing services to others. Mr. Gartin pointed out that this organization meets the third Thursday of each month at the First United Methodist Church, if anyone is interested in attending.

Ex officio Devyn Leeson stated that he had met with the Campus Community Commission (CCC) and went over several items on rental housing. There will be a meeting on July 16, 2019, with CCC and landlords.

ADJOURNMENT: Moved by Gartin to adjourn the meeting at 9:02 p.m.

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 st – 15 th
	<input checked="" type="checkbox"/>	16 th – End of Month
Month & Year:	June 2019	
For City Council Date:	July 9, 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 Accessibility Enhancement Program (Airport Road Sidewalk)	1	\$170,287.40	Manatt's, Inc.	\$0.00	\$3,494.70	M. Gansen	MA
Electric Services	Unit 7 Boiler Repair Project	2	\$6,376,685.00	Helfrich Brothers Boiler Works, Inc.	\$233,260.00	\$22,951.50	D. Kom	KS
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

Applicant License Application ()

Name of Applicant: <u>Ames Chamber of Commerce</u>		
Name of Business (DBA): <u>Ames Main Street</u>		
Address of Premises: <u>2520 Airport DR</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business	<u>(515) 233-3472</u>	
Mailing	<u>304 Main Street</u>	
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name Sarah Dvorsky	
Phone: (515) 233-3472	Email sarahd@ameschamber.com

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

Term: 5 days

Effective Date: 07/09/2019

Expiration Date: 01/01/1900

Privileges:

Outdoor Service

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

Status of Business

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

Ownership

Sarah Dvorsky

First Name: Sarah **Last Name:** Dvorsky
City: Ames **State:** Iowa **Zip:** 50010
Position: Events Coordinator
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
Policy Effective Date: <u>07/09/2019</u>	Policy Expiration <u>07/14/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (BB0030306)

Name of Applicant: <u>FreshMex Ames, LLC</u>		
Name of Business (DBA): <u>Pancho's Mexican Grill</u>		
Address of Premises: <u>1310 S. Duff Avenue</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business <u>(319) 545-6565</u>		
Mailing <u>2475 Coral Court</u>		
City <u>Coralville</u>	State <u>IA</u>	Zip: <u>52241</u>

Contact Person

Name <u>Rachel Garms</u>	
Phone: <u>(319) 545-6565</u>	Email <u>license@pancheros.com</u>

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

Term: 12 months

Effective Date: 08/01/2020

Expiration Date:

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Status of Business

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

Ownership

Rodney Anderson

First Name: Rodney **Last Name:** Anderson
City: Coralville **State:** Iowa **Zip:** 52241
Position: Manager of LLC
% of Ownership: 0.00% **U.S. Citizen:** Yes

Laura Anderson

First Name: Laura **Last Name:** Anderson
City: Coralville **State:** Iowa **Zip:** 52241
Position: owner
% of Ownership: 20.00% **U.S. Citizen:** Yes

Robert Stucker

First Name: Robert **Last Name:** Stucker
City: Debary **State:** Florida **Zip:** 32713
Position: owner
% of Ownership: 10.00% **U.S. Citizen:** Yes

Wendell Moore

First Name: Wendell **Last Name:** Moore
City: Debary **State:** Florida **Zip:** 32713
Position: owner
% of Ownership: 20.00% **U.S. Citizen:** **Yes**

Robert Gillispie

First Name: Robert **Last Name:** Gillispie
City: Coralville **State:** Iowa **Zip:** 52241
Position: owner
% of Ownership: 13.75% **U.S. Citizen:** **Yes**

Insurance Company Information

Insurance Company: <u>American Fire and Casualty Company</u>	
Policy Effective Date: <u>08/01/2019</u>	Policy Expiration <u>08/01/2020</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Nicole Schneider</u>		
Name of Business (DBA): <u>The Whimsical Wine Trailer</u>		
Address of Premises: <u>1407 S University Blvd</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business <u>(515) 291-8834</u>		
Mailing <u>710 2nd ave.</u>		
City <u>Collins</u>	State <u>IA</u>	Zip: <u>50055</u>

Contact Person

Name <u>Nikki Schneider</u>
Phone: <u>(515) 291-8834</u> Email <u>thewhimsicalwinetrailer@gmail.com</u>

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

Term: 5 days

Effective Date: 07/25/2019

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Class C Native Wine Permit (On-Premise)

Outdoor Service

Status of Business

BusinessType: <u>Sole Proprietorship</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Nicole Schneider

First Name: Nicole **Last Name:** Schneider
City: **State:** Iowa **Zip:** 50055
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Benjamin Schneider

First Name: Benjamin **Last Name:** Schneider
City: **State:** Iowa **Zip:** 50055
Position: Husband
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>

Insurance Company: Illinois Union Insurance Company

Policy Effective Date: 07/25/2019

Policy Expiration 07/30/2019

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Smokey Treats LLC</u>		
Name of Business (DBA): <u>Whatcha Smokin BBQ</u>		
Address of Premises: <u>403 Iowa Ave</u>		
City <u>Luther</u>	County: <u>Iowa</u>	Zip: <u>50152</u>
Business <u>(515) 257-7490</u>		
Mailing <u>403 Iowa Ave</u>		
City <u>Luther</u>	State <u>IA</u>	Zip: <u>50152</u>

Contact Person

Name <u>Tanya Doyle</u>	Phone: <u>(515) 509-9843</u>	Email <u>teebone1966@gmail.com</u>
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Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 07/19/2019

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

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

Ownership

Tanya Doyle

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

Steven Perlowski

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

Steven Perlowski

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

Steven Perlowski

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

Insurance Company Information

Insurance Company: <u>Badger Mutual Insurance Company</u>	
Policy Effective Date: <u>07/19/2019</u>	Policy Expiration <u>07/24/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



MEMO

Item #10

To: Mayor John Haila and Ames City Council Members
From: Lieutenant Tom Shelton, Ames Police Department
Date: July 9, 2019
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for July 9, 2019 includes beer permits and liquor license renewals for:

- Class C Liquor License with Sunday Sales - Red Lobster #0747, 1100 Buckeye Avenue
- Class C Liquor License with Sunday Sales - Welch Ave Station, 207 Welch Avenue
- Class C Beer Permit with Class B Native Wine and Sunday Sales - Hampton Inn & Suites Ames, 2100 SE 16th Street
- Class C Liquor License with Catering, Outdoor Service and Sunday Sales - Iowa State Center - Scheman, Scheman Bldg, Iowa State University
- Class C Liquor License with Outdoor Service and Sunday Sales - NorthCyde Kitchen & Keg, 823 Wheeler Street Ste 1
- Class B Beer with Sunday Sales - Pancho's Mexican Grill, 1310 S. Duff Avenue Ste 103
- Class C Liquor License with Sunday Sales - Applebee's Neighborhood Grill & Bar, 105 Chestnut
- Class C Liquor License with Living Quarters and Sunday Sales - Sportsman's Lounge, 123 Main St

A review of police records for the past 12 months found no liquor law violations for any of the above locations. The Ames Police Department recommends renewal of licenses for all the above businesses.

Fireworks, Pyrotechnics or Flame Effects Application
Iowa State University of Science and Technology

Applicant Information

Name of Event: Iowa Games
Name of Organization Sponsoring Event: Iowa Sports Foundation Inc.
Address of Organization: 1421 South Bell Avenue Ste #104 Ames, IA 50010
Name of Applicant: Kim Abels Kevin Bourke
Phone: 515-817-6312 Fax: 515-232-6716 E-Mail: Kim@amescub.com
Kevin.bourke@iowasportfoundation.org

Event Information
Event Location: Jack Trice Stadium Estimated attendance: 2,500
Event Date: 7-19-19 Time: ~9:20 a.m. (pm) Alternate Date (rain date) for event: _____
Organization's on-site manager or contact for day of Display: Kim Abels
Phone: (515) 460-8872 Fax: 515-232-6716 E-Mail: Kim@amescub.com

Firework Display Information: Attach a copy of the Display Operator credentials and applicable U.S. DOT requirement information for transportation with this application

Display Operator (company name): T+M Displays, Inc.
Address: 1806 170th Ave. E
City: Vermont State: Iowa Zip Code: 52660
Work-week Phone: 800-648-3870 Fax: 319-397-3265 E-Mail: www.jandmdisplays.com
Operator Name for day of Display: Kevin McClain Cell Phone: 515-669-7804
Other Contact for day of Display: Mark Johnson Cell Phone: 319-759-1894

NOTE: Electronic firing ONLY

Type of Fireworks: 1 3G 4" and 5" aerial Attach Display Program
Length of Display: Approx 5 minutes
Fireworks Supplier: T+M Displays, Inc.
Exact Location of Display: Lot G-3 Attach Diagram of Display/Shoot Location

Insurance Requirements: Insurance coverage and certificate requirements are on the back of this form.

Student Organizations Only: Submit an Event Authorization and Notification Form with other event documents (including this application) at least 6 weeks prior to the event.

The display operator, EH&S and ISU Police will monitor weather conditions prior to and during the display event. EH&S, ISU Police or the Ames Fire Department have the authority to cancel or postpone any display if they determine there is not strict adherence to the approved application; or there is lightning, wind gusts or inclement weather that will cause risks to the crowd or surrounding property.

5/9/19
Date

Katie Kramer
Sponsoring Organization Representative Signature

I have read and agree to the responsibilities stated in the ISU Fireworks, Pyrotechnics and Flame Effects Procedures and also agree that I will meet all insurance requirements listed on this application and that this insurance will be primary.

5/9/19
Date

Mark R. Johnson
Display Operator Representative Signature

APPROVAL SIGNATURES:

6/5/19
Date

Pro C...
Environmental Health and Safety

6/11/19
Date

Michael...
ISU Police

6/13/19
Date

Suzanne K. Johnson
City of Ames Fire Inspector
Office of Risk Management

ITEM # 12
DATE: 7-9-19

COUNCIL ACTION FORM

SUBJECT: ENCROACHMENT PERMIT FOR A SIGN AT 212 HAYWARD AVENUE

BACKGROUND:

EZ Properties is seeking approval for an encroachment permit that would allow a wall sign to hang in the public right-of-way at 212 Hayward Avenue. The proposed sign will be on the west façade of the building. The total encroachment will be approximately 3.297 square feet over the sidewalk, but will not affect use of the sidewalk.

Chapter 22.3(3) of the Ames Municipal Code requires approval of the Encroachment Permit Agreement by the Ames City Council before the permit can be issued. By signing the Agreement, the owner and tenant agree to hold harmless the City of Ames against any loss or liability as a result of the encroachment, to submit a certificate of liability insurance which protects the City in case of an accident, and to pay the fee for the encroachment permit. The owner and tenant also understand that this approval may be revoked at any time by the City Council. The fee for this permit was calculated at \$25, and the full amount has been received by the City Clerk's Office along with the certificate of liability insurance.

ALTERNATIVES:

1. Approve the request.
2. Deny the request.

MANAGER'S RECOMMENDED ACTION:

It is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby granting the encroachment permit for the sign.



APPLICATION FOR ENCROACHMENT PERMIT

An Encroachment Permit approved by the Ames City Council is required for anything of a "fixed character" which is "upon, over or under" the surface of any "street, alley, or sidewalk."

Address of Encroachment: 212 Hayward Ave.

Type of Encroachment: Sign
(If the encroachment is a sign, please apply for a sign permit through the Inspections Division.)

Total Square Feet of the Area to Encroach: _____ (See attached submittal guidelines.)

Applicant is: Property Owner Tenant Contractor

Name of Applicant: Eric Crawford Phone: 515-292-7446

Mailing Address: 3615 Lincoln Way Email: 2081@fastsigns.com

Property Owner's Name: Jon Engelman Phone: 515-357-0019

Mailing Address: 212 Hayward Ave. Email: eproertymanagement@gmail.com

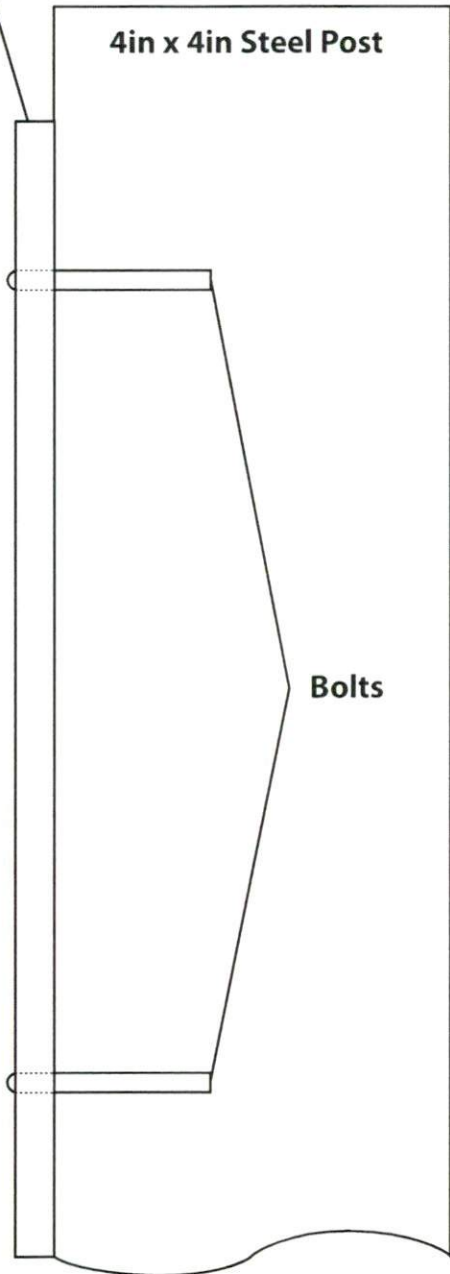
These items must be submitted with your application prior to approval of the permit:

1. An Encroachment Permit Agreement approved as to form by the City Attorney and signed by the owner of the building where the encroachment will occur (obtained from the City Clerk's Office).
2. A sketch of the encroaching item (i.e., sign, canopy, awning, etc.) drawn to scale.
3. A sketch showing the placement of the encroaching item on the property.
4. An insurance certificate with comprehensive general liability coverage in an amount of not less than \$500,000 combined single limit naming the City of Ames as an additional insured on the policy. Said certificate must be accompanied with a copy of Endorsement CG 2013.
5. A fee to be determined by the City's Building Official. The fee is \$1.00 per square foot of the encroachment or a minimum of \$25.00.

Applicant's Signature: *Eric Crawford* Date 5/6/2019

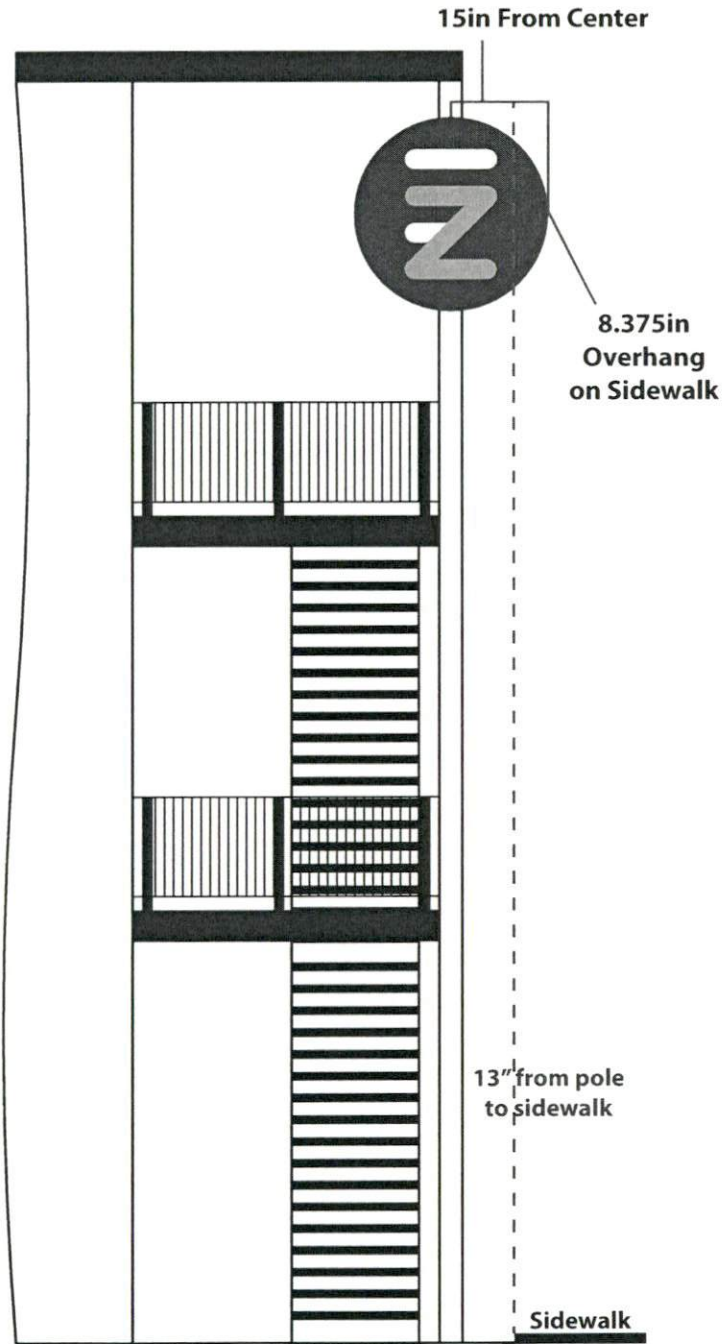
Property Owner's Signature (If different): *John Engelman* Date 6/3/2019

10mil Alumacorr Board

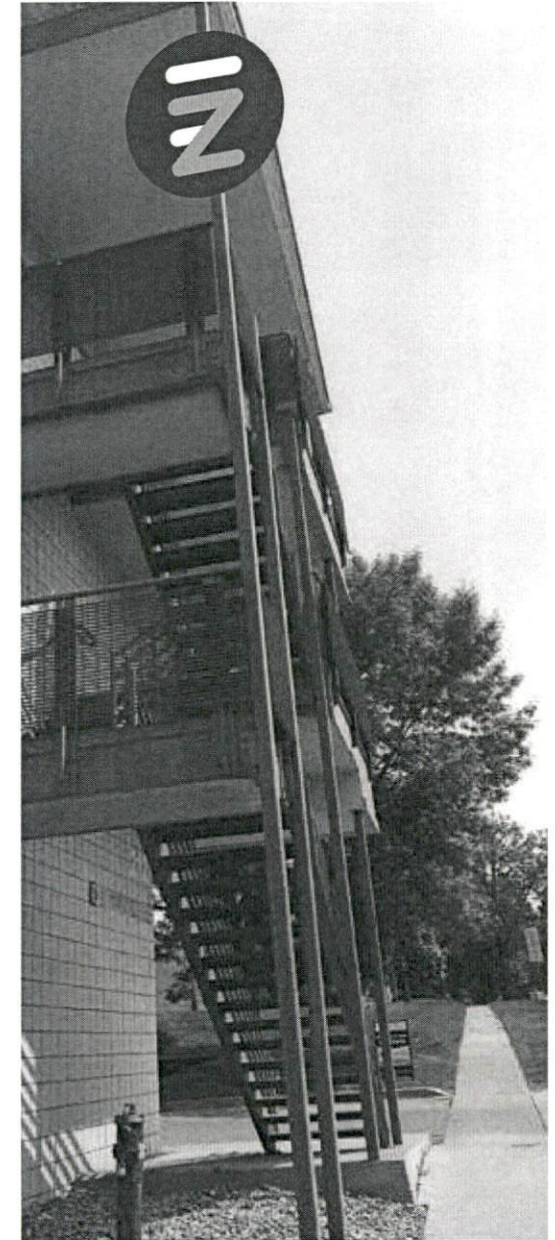


**WEST Elevation
Cutaway Detail**

SOUTH Elevation Rendering



TOTAL OVERHANG ON PUBLIC SIDEWALK: 8.375in x .3937in
TOTAL SQ FT OF OVERHANG: 3.297ft



COUNCIL ACTION FORM

SUBJECT: ENGINEERING SERVICES FOR THE WATER TREATMENT PLANT DEHUMIDIFICATION PROJECT

BACKGROUND:

The new water treatment plant started operation in 2017. After the facility start up, staff identified three areas where dehumidification is necessary but was not installed in the initial construction. Dehumidification is important to extend the useful life of electrical and mechanical equipment installed in areas that would otherwise have extremely high humidity.

In March 2019, a request for proposals (RFP) was issued for design engineering services for the WTP dehumidification project. A total of four proposals were received. One was determined to be an incomplete and unresponsive proposal.

The three other proposals were reviewed utilizing a “two-envelope” selection process for professional services, where the firm’s qualifications and proposed scope of work are submitted in one envelope, and their proposed fee is submitted in a second envelope. This process allows staff to first review the submitted proposals in order to identify the firm whose qualifications and proposed scope of work are most appropriate. Then, after selecting the preferred firm, staff opens the proposed fee envelopes to confirm that the selected firm is proposing a fee that is in line with what other firms would propose for a similar scope of work. In all cases, the final scope of work and fee is negotiated with the firm identified as having submitted the most appropriate proposal.

Firm Name	Fee Proposal
HDR, Inc.	\$62,853
KFI Engineers	\$115,750
Strand Associates, Inc.	\$119,400

The qualifications of the three firms who submitted responsive proposals were found to be very similar. HDR was the original HVAC design engineer for the new treatment plant, so it is easy to identify why their proposed fee would be so much lower than the other firms. **Unfortunately, there are issues with the newly constructed HVAC system that seem to staff to be taking an inordinately long time for the engineer to resolve. Staff believes that these issues need be resolved before additional design work is awarded to HDR.** These issues include giving direction to the mechanical contractor on how to address a problem with freezing lines in the cooling tower, and multiple warranty

problems where staff needs support and direction from the consultants to push the contractor to resolve the problems.

KFI Engineers was selected as the recommended firm. While not the design engineer, KFI was involved in the construction of the new water plant as the City's independent LEED commissioning agent. **KFI's proposed scope and fee as submitted included design, bidding, and construction phase services. Staff has asked KFI to remove the bidding and construction phase services from the scope for now. After a design has been finalized, staff will negotiate an amendment to include bidding and construction related services.**

Staff believes that delaying the inclusion of the construction phase services could be beneficial in this instance. Since the scope of the improvements is not entirely known at this point, it is likely that any proposal would include some measure of contingency on the part of the consultant. Waiting until the design is completed would eliminate the need for including a "buffer" in their pricing. It is also possible that, once the design is done, it may be possible for City staff to manage much of the on-site inspection services without the need to pay a consultant. **As a result, the recommended contract for design related services is for a lump sum amount of \$66,500.**

The FY 2018/19 CIP budget includes \$400,000 for design and construction of dehumidification as a part of the Water Plant Facility Improvements Project.

ALTERNATIVES:

1. Award a contract for engineering services to KFI Engineers of St. Paul, MN, for design of the WTP Dehumidification Project in an amount not to exceed \$66,500.

Under this alternative, once the design services are completed, the staff will negotiate a change order with this firm to perform some, or all, of the construction related services.

2. Award the contract for engineering services to another proposing firm.
3. Do not award a contract to KFI Engineers and do not complete the project at this time.

MANAGER'S RECOMMENDED ACTION:

Several areas of the water treatment facility are in need of dehumidification. Lack of dehumidification results in excessive condensation, which in turn creates a maintenance issue for electrical equipment, communication and control equipment, and pipe coatings. It can also pose an employee safety concern as a result of an increased risk of electrical

shock and slip hazards due to wet floors. The project is budgeted in the FY 2018/19 CIP as one of several components of the Water Plant Facility Improvements Project.

Staff has performed a thorough review of the engineering firms' qualifications and has determined KFI Engineers of St. Paul, MN, to be the most appropriate firm for this project. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as stated above.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made on the _____ day of _____, 2019, between the City of Ames, a municipal corporation ("City"), and KFI Engineers, 670 County B Rd W, St Paul, MN 55113 ("Engineer"). The parties agree as follows:

Article I Description of Project

Prepare plans and specifications for the appropriate method of dehumidification and associated HVAC improvements for three areas at the City of Ames Water Treatment Plant: lime slaking area, chemical feed corridor, and high service pump room. Design will be based on ease of operation and maintenance as well as life cycle costs and incorporate City feedback.

Article II Engineer's Scope of Services

The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth here, and as provided in Exhibit I, which is attached to this agreement and by this reference made a part of it.

Article III Changes in Scope

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party.

Article IV Engineer's Fee

A. Basic Fee.

1. As compensation for services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Engineer shall be paid a "Basic Fee," which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the lump sum amount \$66,500.

2. The parties agree that the Basic Fee is based upon the Scope of Services to be provided by the Engineer. The Engineer's compensation will not be adjusted unless the Scope of Services to be provided by the Engineer is changed by written agreement of the parties to this Agreement.

B. Payment shall be made by City to Engineer as follows: Monthly payments as documented by invoices and summary of work completed. Invoices should be sent to:

Kristin Evans
Environmental Engineer
Ames Water and Pollution Control
1800 East 13th Street
Ames, Iowa 50010

Article V
Ownership of Plans and Documents: Records

- A. The field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of reproducible original drawings of the work.
- B. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.
- C. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Engineer.

Article VI
Termination

- A. This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
- B. This Agreement may be terminated by the City for its convenience upon thirty (30) days' prior written notice to the Engineer.
- C. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with the payment schedule in Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

Article VII
Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

Article VIII
Disclosure

The Engineer affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City.

Article IX
Indemnity

The Engineer agrees to indemnify the City and its officers, agents, and employees against all actions of any character brought because of any injury or damage sustained by any person, persons, or property resulting from any asserted negligent act, error, or omission of the Engineer or its agents or employees. The Engineer is not required under this agreement to defend the City, its officers, agents, or employees, or any of them from assertions that they were negligent, or indemnify them from liability based on their negligence. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Article X
Insurance

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Iowa, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days' prior written notice shall have been given to the City.

Kinds and amounts of insurance required are as follows:

Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office form number CG 00 01 covering Commercial General Liability.

Insurance Services Office form number CA 00 01 covering Automobile Liability, comprehensive form.

Worker's Compensation insurance as required by the Laws of the State of Iowa and Employers Liability insurance.

Professional Liability insurance.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

General Liability: \$1M combined single limit per occurrence for bodily injury, personal injury and property damage.

Automobile Liability: \$1M combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits as required by the laws of the State of Iowa.

Professional Liability insurance shall be in an amount not less \$1M each claim and annual aggregate.

Article XI
Governing Law

This contract is governed by the law of the State of Iowa with venue in the appropriate state and/or federal courts for Story County, Iowa.

Article XI
Notices

All notices under this Contract shall be in writing and shall be deemed to have been given: (i) upon hand delivery; (ii) if sent by Regular Mail, within seventy-two (72) hours after the notice has been deposited in the United States Post Office, postage paid; or (iii) if sent by email, when the recipient acknowledges having received the email. Notices shall be sent to the other party at the addresses set forth below. Either party may change its address by giving notice in writing thereof to the other party.

IF TO CITY:

Kristin Evans
Environmental Engineer
Ames Water and Pollution Control
1800 East 13th Street
Ames, Iowa 50010

E-mail Address: kevens@city.ames.ia.us

IF TO ENGINEER:

Randy Christenson
Principal, Director of Commercial, Institutional, Architects
KFI Engineers
670 County B Rd W, St Paul, MN 55113


E-mail Address: rpchristenson@kfi-eng.com

In Witness, the parties have executed this Agreement as of the day and year written first above.

City of Ames, Iowa:

KFI Engineers:

John A. Haila
Mayor



Randy Christensen
Director of Commercial, Institutional, Architects

Attest:

Diane Voss, City Clerk

Exhibit I
Duty of Engineer

The Engineer shall render professional engineering services as described below:

A. Basic Services.

- Mechanical system dehumidification systems design for the noted spaces described in Article I of the Agreement for Engineering Services. These dehumidification systems will be determined after the loads are finalized.
- Dehumidification methods will be determined after discussing options with City Staff.
- Plumbing systems will generally consist of gas piping and condensate drains as dictated by the type of dehumidification system incorporated.
- Interface of any new central system will include interfacing with the main WTP electronic building automation system (BAS) and specification of devices and instruments is included.

B. Preliminary design

- Conduct an onsite visit to observe the three spaces existing conditions and current mechanical systems operation of the three (3) areas of concern.
- Develop preliminary (MEP) dehumidification loads to establish equipment sizes and options.
- Develop preliminary engineering report (PER) summarizing observations, equipment options and recommendations.
- KFI will include MEP “Opinion of Probably Cost” effort, based on options and recommendations.
- After submitting PER to Ames WTP staff for review, attend a review meeting to discuss PER, answer staff questions, and reach an understanding for the agreed basis of design for implementation in the final design.

C. Construction documents

- MEP design and construction documents for systems as noted below: (plans, specifications, sections, details, equipment schedules, and MP diagrams as required).
 - Develop mechanical, electrical and plumbing construction documents (plans and specifications, sections, details and equipment schedules).
 - Three (3) separate submittals of the plans at various stages of the project (60%, 95%, and 100% complete) are included.
- Coordination of MEP drawings with other engineering consultants as required.
- KFI will generate technical specifications for MEP constructed to be included in the project manual published by the City of Ames.
- Attendance at two (2) design review and coordination meetings with City of Ames staff
- KFI will provide a MEP “Opinion of Probable Cost” effort on a unit and equipment take-off basis.

COUNCIL ACTION FORM

**SUBJECT: MEMORANDUM OF AGREEMENT WITH HUXLEY TO JOIN
MULTIAGENCY PUBLIC SAFETY NETWORK**

BACKGROUND:

The Ames Police Department, Story County Sheriff's Office, and Iowa State University Police share public safety information across a jointly operated computer network. In 2011, those agencies acquired a comprehensive suite of public safety data management software through a company then known as SunGard. The SunGard suite included computer aided dispatch, records management, jail management, and mobile data elements.

In addition to the software, the agencies now also operate a sophisticated public safety computer network that ties the agencies together. The software and the network it operates on is managed by an interagency group known as the MultiAgency Public Safety Group (MAPSG). The MAPSG network allows the agencies to share law enforcement information quickly and securely. It also provides a redundancy that protects each of the individual agencies from loss of service or data in emergency situations.

The original purchase of the SunGard software in 2011 was structured such that the City of Ames signed the master contract with SunGard and became the owner of the software licenses. Story County and Iowa State University signed Agency Access Agreements with SunGard and the City that gave them full access to the software. The arrangement allowed SunGard to invoice the City for all annual fees. The City then reallocates the SunGard costs, adds costs for the network, and bills the participating departments for their share of the total costs. The Story County 911 Service Board also provides funding to support part of the dispatching function of the public safety network. The system has worked well since its inception.

Over the past few years several additional agencies, including Story County Conservation, Ames Fire, and Mary Medical Center, have been granted limited access to the public safety network, primarily for the purpose of facilitating quicker dispatching or to gather information from the dispatch system. Those additional agencies pay for the costs directly related to the addition of their agency.

For some time the three primary law enforcement agencies have recognized that there would be value in adding the three smaller law enforcement agencies in Story County to the network (the Huxley Police Department, the Story City Police Department, and the Nevada Police Department). All three are currently dispatched by the Story County Sheriff's Office. Therefore, all three already have a presence in the MAPSG dispatching software.

All three agencies have expressed a desire to join and have taken steps to achieve that goal. The three new agencies have agreed that to join the network, each would need to pay for its own computer hardware, any license fees associated with the expansion of the system and network software, connectivity costs, and an amount equal to 15% of their license fees (with a minimum of \$1,200) to support the costs of the network. A federal grant was used to acquire two records management, mobile field reporting, and mobile field arrest licenses for each agency to help get them started on the process. MAPSG has approved the addition of the new agencies.

The Huxley Police Department is the first of the three new agencies to be ready to join the public safety network. A Memorandum of Agreement has been developed to detail the terms of access to and continued participation in the public safety network. Because the City holds the master contract for the software, the agreement is between the City of Ames and the City of Huxley. In addition, SunGard will require Huxley (and eventually the other new agencies) and the City to sign a new agency access agreement. The City Attorney's Office has reviewed and approved both documents. Staff anticipates that Story City and Nevada will be ready to join later this year.

The original purchase of the software suite was from SunGard. Shortly after the original purchase the vendor transitioned to Superion. That name was associated with the vendor until recently when they again transitioned to CentralSquare. The agency access agreement still carries the name Superion at the vendor's request.

ALTERNATIVES:

1. Approve the Memorandum of Agreement and Agency Access Agreements with the Huxley Police Department allowing access to the public safety network.
2. Do not approve the Memorandum of Agreement and Agency Access Agreements with the Huxley Police Department.

CITY MANAGER'S RECOMMENDED ACTION:

The addition of the Huxley Police Department to the public safety network will benefit both Huxley and the existing members of MAPSG by allowing for more efficient exchange of criminal justice and emergency response information. That addition would be achieved without additional cost to the City.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the Memorandum of Agreement and Agency Access Agreements with the Huxley Police Department allowing access to the public safety network.

COUNCIL ACTION FORM

**SUBJECT: EXTENSION OF ENGAGEMENT WITH AHLERS AND COONEY, P.C.,
FOR LEGAL SERVICES RELATED TO APPLICATION OF IOWA CODE
CHAPTER 20**

BACKGROUND:

In 2017, Iowa law related to collective bargaining for public sector employees was modified. In 2018, the City began negotiations for the first time under this revised law. Due to federal protections for the collective bargaining rights of transit employees, there is a dispute between the City and the union representing the City's Blue Collar bargaining unit (which includes a mix of transit and non-transit City employees) regarding how bargaining should work under the new state law.

Prior to negotiations last year, the City engaged the services of the Ahlers and Cooney law firm to assist on an informal basis with preparations for bargaining. The firm was selected because the attorney working on this matter has specific expertise with the federal regulations pertaining to transit labor protections. The City utilized the services of Ahlers and Cooney extensively to prepare an interim agreement that settled the collective bargaining agreement and outlined the steps remaining to get clarification from the Public Employment Relations Board (PERB) about the law.

To date, the City has paid \$35,412.58 to Ahlers and Cooney for this work. The firm estimates that an additional \$15,000 will be required to represent the City through the conclusion of the PERB hearing regarding this matter. This brings the total expenditures for this matter to \$50,412.58, which requires approval from the City Council. The actual amount charged to the City is based on the hourly rates for the attorneys, plus actual fees for copying, printing, and related services. Should additional services be required due to appeals by either party, additional funding may be recommended in the future. Expenses are distributed to the seven City departments with employees represented by this bargaining unit.

Normally, these types of services would be retained only after a competitive solicitation process and the evaluation of proposals. However, the City did not envision these issues would require such extensive legal services when it initiated the engagement with Ahlers and Cooney. It would be disadvantageous to the City to solicit proposals at this time, retain a new firm, and prepare that firm to represent the City in this matter at this point. Additionally, the attorney the City works with through Ahlers and Cooney has unique experience with federal transit labor protections, which may not be available through other firms.

ALTERNATIVES:

1. Waive the City's purchasing policy requirement for formal bidding procedures and extend the engagement with Ahlers and Cooney, P.C., of Des Moines, Iowa in an amount not to exceed \$15,000.
2. Reject the waiver request and direct staff to solicit competitive proposals for these services.

CITY MANAGER'S RECOMMENDED ACTION:

The City's collective bargaining agreement with the Blue Collar labor group has become significantly more complex due to the application of the new state law related to collective bargaining, and how that law interacts with federal labor protections. Outside legal assistance is required to navigate these issues, and the City has used Ahlers and Cooney to assist the City to date in this matter. The service from Ahlers and Cooney has been acceptable to City staff, and Council approval is required to continue using its services.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby waiving the City's purchasing policy requirement for formal bidding procedures and extend the engagement with Ahlers and Cooney, P.C., of Des Moines, Iowa in an amount not to exceed \$15,000.

COUNCIL ACTION FORM

SUBJECT: REQUEST TO WAIVE FORMAL BIDDING REQUIREMENTS AND AUTHORIZE PURCHASE OF SOFTWARE MAINTENANCE FROM SUPERION, LLC (A CENTRALSQUARE COMPANY).

BACKGROUND:

Superion, LLC (a CentralSquare Company), is the City's software vendor for the integrated financial, utility billing, building permits, and citation management applications. The City contracts with the vendor on an annual basis for maintenance services. Superion, LLC (a CentralSquare Company) is the sole provider of maintenance for these software applications.

The approved FY 2019/20 budget includes \$94,078 for maintenance of this software. Included in this yearly maintenance is 24-hour programming support, software upgrades on all applications throughout the year, and eligibility to participate in the annual Superior's Users' Group meeting where software enhancements are requested and formalized for the next year. The total actual cost for this maintenance contract for FY 2018/19 was \$88,660.

ALTERNATIVES:

1. Waive formal bidding requirements and authorize City staff to enter into FY 2019/20 software maintenance contracts with Superion, LLC (a CentralSquare Company) at an estimated cost of \$94,078.
2. Do not authorize continuing software maintenance contracts with Superion, LLC (a CentralSquare Company).

CITY MANAGER'S RECOMMENDED ACTION:

Superion, LLC (a CentralSquare Company) is the sole provider of the maintenance services for the integrated financial, utility billing, building permits, and citation management software. The agreement for these applications includes software maintenance.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby waiving formal bidding requirements and authorizing City staff to enter into FY 2019/20 software maintenance contracts with Superion, LLC (a CentralSquare Company) at an estimated cost of \$94,078.

COUNCIL ACTION FORM

SUBJECT: REQUEST TO WAIVE FORMAL BIDDING REQUIREMENTS AND AUTHORIZE PURCHASE OF MULTI-AGENCY PUBLIC SAFETY GROUP (MAPSG) SOFTWARE MAINTENANCE FROM SUPERION, LLC (A CENTRALSQUARE COMPANY).

BACKGROUND:

On June 14, 2005, the City entered into a 28E Agreement with Iowa State University and the Story County Sheriff's Office for a joint computer network for public safety. This agreement includes sharing of costs for the system.

The cost for Superior, LLC (a CentralSquare Company) public safety software maintenance included in the FY 2019/20 budget is \$174,076. The total actual cost for this maintenance contract in FY 2018/19 was \$159,991. The cost increase is due to an addition of Computer Aided Dispatch (CAD) licenses, additional modules activated in the system, and a 5% cost increase of the maintenance agreement. As part of the 28E Agreement, the City is responsible for arranging and payment of software maintenance. This cost is later shared per terms of the agreement. There may be additional costs as applications are expanded.

Superior, LLC (a CentralSquare Company), is the shared public safety software vendor for the Public Safety Computer Aided Dispatch, Police Records, Phase II Mapping, MCIC/State Interface, and reporting applications. The City contracts with the vendor on an annual basis for maintenance services. Superior, LLC (a CentralSquare Company) is the sole provider of maintenance for these software applications.

Included in this yearly maintenance is 24-hour programming support, software upgrades on all applications throughout the year, and eligibility to participate in the annual Superior's Users' Group meeting where software enhancements are requested and formalized for the next year.

ALTERNATIVES:

1. Waive formal bidding requirements and authorize City staff to approve FY 2019/20 software maintenance purchase order with Superior, LLC (a CentralSquare Company) at an estimated cost of \$174,076.
2. Do not authorize continuing software maintenance purchase order with Superior, LLC (a CentralSquare Company).

CITY MANAGER'S RECOMMENDED ACTION:

Superion, LLC (a CentralSquare Company) is the sole provider of the maintenance services for the Public Safety Computer Aided Dispatch, Police Records, Phase II Mapping, MCIC/State Interface, and reporting applications. The agreement for these applications includes software maintenance.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby waiving formal bidding requirements and authorizing City staff to enter into FY 2019/20 software maintenance contracts with Superion, LLC (a CentralSquare Company) at an estimated cost of \$174,076.

COUNCIL ACTION FORM

SUBJECT: 2017/18 WATER SYSTEM IMPROVEMENTS – WATER SERVICE TRANSFER (10TH STREET and 12TH STREET)

BACKGROUND:

The Water System Improvements program provides for replacing water mains in areas that are experiencing rusty water problems. It also provides for installing larger distribution mains in areas that have a high concentration of 4" supply lines, transferring water services from 4" water mains in streets where larger water mains exist, and abandoning 4" water mains. Eliminating duplicate water mains improves water flow, helps reduce rusty water and enhances fire-fighting capacity.

This project will transfer water services to the newer water main and allow the old main to be abandoned. Staff has completed plans and specifications for this project with a total estimated construction cost of \$295,000.

A summary of revenue and expenses is shown, below.

	Available Revenue	Estimated Expenses
Water Utility Fund	\$1,300,000.00	
2017/18 Water System Improvements Program #2 (separate project)		\$ 544,978.01
Construction (this project)		295,000.00
Engineering/Administration (overall total)		200,000.00
	<u>\$ 1,300,000.00</u>	<u>\$ 1,039,978.01</u>

ALTERNATIVES:

1. Approve the plans and specifications for the 2017/18 Water System Improvements – Water Service Transfer (10th Street and 12th Street) project and establish August 7, 2019, as the date of letting and August 13, 2019, as the date for report of bids.
2. Direct staff to revise the project.

CITY MANAGER'S RECOMMENDED ACTION:

By improving the water systems in these local neighborhoods, residents will see improved water quality and firefighting capacity.

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

COUNCIL ACTION FORM

SUBJECT: 2018/19 WATER SYSTEM IMPROVEMENTS – (BURNETT AVENUE AND MURRAY DRIVE)

BACKGROUND:

The Water System Improvements program provides for replacing water mains in areas that are experiencing rusty water problems. It also provides for installing larger distribution mains in areas that have a high concentration of 4" supply lines, transferring water services from 4" water mains in streets where larger water mains exist, and abandoning 4" water mains. Eliminating duplicate water mains improves water flow, helps reduce rusty water and enhances fire-fighting capacity.

Staff has completed plans and specifications for this contract with a total estimated construction cost of \$1,059,223. Engineering and construction administration costs are estimated at \$159,000, bringing the **total estimated costs to \$1,218,223**.

Revenue and expenses associated with this program are estimated as follows:

	Available Revenue	Estimated Expenses
Water Utility Fund	\$1,300,000	
Construction		\$ 1,059,223
Engineering/Administration		\$ 159,000
	<u>\$1,300,000</u>	<u>\$ 1,218,223</u>

ALTERNATIVES:

1. Approve the plans and specifications for the 2018/19 Water System Improvements – (Burnett Ave. and Murray Dr.) project and establish August 7, 2019, as the date of letting and August 13, 2019, as the date for report of bids.
2. Direct staff to revise the project.

CITY MANAGER'S RECOMMENDED ACTION:

By improving the water systems in these local neighborhoods, residents will see improved water quality and firefighting capacity.

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

ITEM#: 20
DATE: 07-09-19

COUNCIL ACTION FORM

**SUBJECT: 2014/15 STORM WATER FACILITY REHABILITATION PROGRAM
(SOMERSET SUBDIVISION)**

BACKGROUND:

Somerset Subdivision was developed over a period of approximately 15 years, beginning in the late 1990s. At the time this subdivision was approved, new developments within the community were required to manage storm water quantity. However, it was standard practice in the developers' agreements that the City of Ames would be responsible for the long-term maintenance 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 contracted with CGA Inc. of Ames Iowa to perform a hydraulic study to analyze this facility and to provide a recommendation on needed improvements. This project was originally bid on April 17, 2019 however bids came in above budget with the low bid being \$499,075. City staff and the design team then had discussions with various contractors on their thoughts for how the project approach could be revised to make it more efficient and cost effective to accomplish the work. Staff continued to meet with surrounding property owners to make sure the project was meeting their needs and expectations for improvements to the pond and adjacent area.

Using the information gained from these discussions, CGA Inc. has revised the plans and specifications, which will increase storage capacity and establish bank stabilization having a total estimated construction cost of \$237,655. Engineering and construction administration costs are estimated at \$47,000, bringing the **total estimated costs for the base bid to \$284,655.**

This project will be financed from the 2014/15 Storm Water Facility Rehabilitation program in the amount of **\$100,000** in Storm Sewer Utility funds, **\$100,000** in Storm Water Utility funds from the 2018/19 Storm Water Quality Improvements program and **\$110,000** in Storm Water Utility funds from the 2018/19 Storm Water Improvement program.

ALTERNATIVES:

1. Approve the plans and specifications for the 2014/15 Storm Water Facility Rehabilitation program and establish August 7, 2019, as the date of letting and August 13, 2019, as the date for report of bids.
2. Direct staff to revise the project.

MANAGER'S RECOMMENDED ACTION:

This project will provide more storage capacity in the stormwater facility which will help retain storm water during large rain events.

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

COUNCIL ACTION FORM

SUBJECT: 2017/18 SHARED USE PATH SYSTEM EXPANSION (WEST LINCOLN WAY – SUNSET RIDGE SUBDIVISION TO NORTH DAKOTA AVENUE)

BACKGROUND:

This annual program provides for construction of shared use paths on street rights-of-way, adjacent to streets, and through greenbelts. **The location for this project is along West Lincoln Way from the Sunset Ridge Subdivision to North Dakota Avenue.** This path is identified in the Long Range Transportation Plan (LRTP) and is also an important component for continuing a Complete Streets approach along this corridor.

WHKS of Ames, Iowa developed plans and specifications on this project. The construction for this project has an estimated cost of \$324,268. Engineering and construction administration costs are estimated at \$60,000, bringing the **total estimated cost for the project to \$384,268.**

The table below shows the revenues and expenses for this project:

Activity	Expenses	Revenue
Engineering & Administration	\$60,000	
Construction	\$324,268	
Local Option Sales Tax		\$295,488
Road Use Tax		\$87,775
Bike Licenses Fund		\$8,450
TOTAL	\$384,268	\$391,713

ALTERNATIVES:

1. Approve the plans and specifications for the 2017/18 Shared Use Path System Expansion (West Lincoln Way – Sunset Ridge Subdivision to North Dakota Avenue) project by establishing August 7th, 2019, as the date of letting and August 13, 2019, as the date for report of bids.
2. Do not approve this project.

MANAGER'S RECOMMENDED ACTION:

By approving these plans and specifications, it will be possible to continue a Complete Streets approach in this corridor and expand our shared use path network.

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

COUNCIL ACTION FORM

SUBJECT: EMISSIONS TESTING SERVICES CONTRACT FOR POWER PLANT

BACKGROUND:

This contract is for emissions testing services at the City's Power Plant. All emissions tests covered under this contract are mandated by the Iowa Department of Natural Resources (Iowa DNR) and the U.S. Environmental Protection Agency. The results are used to prove that the units operated by the City are within compliance of regulated operating standards and to calculate the amount of money owed per annual amount of air pollutant set by the Iowa DNR. The basic scope of work for each test calls for the testing service to prepare test protocols, mobilize/demobilize test equipment and test team, perform the required tests, and deliver test reports in a form acceptable to state and federal regulatory agencies.

The City currently has an annual renewable contract in place for these services, but the company that held the previous contract struggled to provide timely, final reports. Therefore, Electric Services staff recommended soliciting new proposals rather than renewing the existing contract for FY 2019/20.

On May 2, 2019, a Request for Proposal (RFP) to provide emissions testing services for the period from July 1, 2019 through June 30, 2020, was issued to forty-one companies. The contract includes a provision that would allow the City to renew the contract for up to two additional one-year terms. The RFP was advertised on the Current Bid Opportunities section of the Purchasing webpage, and was also sent to three plan rooms.

On May 29, 2019, staff received proposals from eight companies. Each proposal was evaluated based on: 1) references; 2) stack testing knowledge & experience (including knowledge and experience with the test methods necessary to perform the required testing, ASTM accreditation, and QSTI certification); 3) form of report (based on samples provided with proposal); 4) knowledge & experience of the assigned field crew; and 5) price.

Based on the matrix, the averaged scores are shown below. The evaluation criteria provide a maximum of 1,000 possible points. A portion of the score is determined by price. The price used in the evaluation is for the four basic tests performed sequentially. If necessary to comply with permit requirements or equipment availability, the tests can be performed separately and/or additional services performed if required after the contractor is on-site. In order to have firm pricing for the basic tests regardless of whether they are performed sequentially or separately, six test options were included in the price proposal. In addition, rate schedules were received with proposals to apply to

any additional services performed. Payments would be based on proposal prices and services actually performed by the contractor and approved by the City. The FY 2019/20 operating budget includes \$67,000 for emissions testing services.

Offerors	Averaged Scores	Price for Tests 1-4
C.E.M. Solutions, Hernando, FL	827.83	\$28,275
Air Hygiene, Broken Arrow, OK	781.67	\$22,185
Mostardi Platt, Elmhurst, IL	725.83	\$27,331
Alliance Source Testing, Decatur, AL	662.67	\$27,500
Montrose Air Quality Services, Elk Grove Village, IL	628.50	\$34,500
METCO Environmental, Addison, TX	595.00	\$58,800
Grace Consulting, Inc, Brownsburg, IN	592.50	\$42,700
Wilcox Environmental Engineering, Speedway, IN	528.00	\$50,000

Based on the averaged scores and a unanimous decision by the evaluation team, staff is recommending that a contract be awarded to C.E.M. Solutions, Hernando, Florida. C.E.M. Solutions is familiar with the City of Ames Power Plant having performed emissions testing for the plant in the past. They have presented reports that are thorough and timely. C.E.M. Solutions will perform testing at the GT2 site with technology and methods that have been proven correct and accurate in years past. Payments would be calculated on unit prices bid for actual services performed.

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

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

ALTERNATIVES:

1. Award a contract to C.E.M Solutions, Inc., Hernando, Florida, for Emissions Testing Services Contract for Power Plant for FY 2019/20.

Testing services would be provided as requested by the City. Invoices would be based on services received and accepted by the City and unit prices included with the price proposal. It is anticipated that testing will be performed multiple times during the year, choosing different options. The total cost of services will not exceed \$40,000.

2. Award a contract to another bidder.
3. Reject all proposals and purchase emissions testing services on an as-needed basis.

CITY MANAGER'S RECOMMENDED ACTION:

State and federal regulations require this testing to be performed on our operating boilers and gas turbine. Staff believes that C.E.M. Solutions, Inc. of Hernando, Florida provides the best combination of technical expertise, experience, and on-site services to perform these services.

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

COUNCIL ACTION FORM

SUBJECT: CONTRACT RENEWAL FOR WATER METERS AND RELATED ACCESSORIES

BACKGROUND:

On February 10, 2015, Itron, Inc. was awarded a contract for the procurement of an Automatic Meter Reading System, including hardware, software, meters, installation, and maintenance services. The contract also includes up to four 12-month renewals, with the timing of each renewal to run with the City's fiscal years. **Itron has provided firm unit pricing for FY 2019/20 with a 1% increase from the FY 2018/19 contract renewal that was approved June 12, 2018. This is the fourth and final renewal for the contract.**

The operating budget anticipates a baseline of 1,000 meters per year for routine meter replacements and an additional 400 meters per year for new construction. Additional funds are included in the CIP so that the meter change out can be completed in an eight-year period. The adopted FY 2019/20 budget for this project is as follows.

FY 19/20 Operating Budget	
Routine Meter Changes	\$176,000
New Construction	70,400
<u>FY 19/20 CIP Budget</u>	<u>204,000</u>
Total Available Budget	\$450,400

Attached is the proposed contract renewal with Itron. This would be the fifth year of the eight-year replacement cycle.

ALTERNATIVES:

1. Approve the final optional renewal of the contract with Itron, Inc. of Liberty Lake, WA, to furnish radio units, meters, and related parts and services for July 1, 2019, through June 30, 2020, per the unit cost quotation dated April 4, 2019, in an aggregate amount not to exceed \$450,400.
2. Do not renew the contract with Itron.

CITY MANAGER'S RECOMMENDED ACTION:

The City has entered into a project to install an Automatic Meter Reading (AMR) system using meter reading equipment and meters provided by Itron, Inc. Staff has reviewed the pricing from Itron, Inc., for FY 2019/20 and has concluded that the pricing still provides the best value for our customers.

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

ITRON SALES AGREEMENT

This Itron Sales Agreement (the "**Agreement**") is entered into as of the date of last signature below (the "**Effective Date**") by and between Itron, Inc. ("**Itron**") and City of Ames ("**Customer**"). Itron and Customer may each be referred to as a "**Party**" and together as the "**Parties**."

The Parties agree as follows:

1. Equipment Terms

a. *Equipment Purchase.*

Customer agrees to purchase the equipment, if any, identified on Attachment A (the "**Equipment**") from Itron at the price(s) pursuant to the terms of this Agreement. Prices set forth on Attachment A are valid for the later of one year from the date of this Agreement or the date set forth on Attachment A (the "**Pricing Period**").

b. *Ordering*

Upon execution of this Agreement, Customer will provide Itron with a forecast of its intended endpoint and third party equipment purchases for the remainder of Customer's current fiscal year, February 10, 2015 to June 30, 2015. For each quarter of Customer's fiscal year beginning July 1, Customer shall provide Itron with shipment dates and the quantity of endpoints and third party equipment to be shipped during such quarter. Customer reserves the right to vary from the quarterly forecast by fifteen (15%). If Customer desires to change the mix of endpoints to be shipped, it shall so notify Itron in writing at least sixty (60) days before the scheduled shipping date and Itron shall use reasonable efforts to accommodate such change. Itron is responsible for coordinating and verifying that orders for third party equipment shall be shipped within agreed time parameters and is responsible for reporting this information to the City. Itron shall only ship endpoints and third party equipment as authorized by a Customer order as further set forth below.

During the term of this Agreement, Customer shall order quantities of product by issuing a purchase order, change order or release (each an "**Order**") to Itron, in each case specifying the type and quantity of product, the shipment destination and the requested delivery date. Unless otherwise agreed in a separate writing signed by an authorized representative of each Party, the requested delivery date in a correct (correct part numbers, pricing, etc.) Order for forecasted product must be no earlier than thirty (30) days following Itron's receipt of such Order. For unforecasted product, the requested delivery date in a correct Order must be no earlier than ninety (90) days following Itron's receipt of such Order.

c. *Firmware*

The purchase of Equipment manufactured by Itron will include a perpetual, irrevocable license to use and execute any software embedded in the Equipment. The license to any software embedded in third party Equipment provided by Itron shall be between Customer and the manufacturer of such third party Equipment.

d. *Invoicing.*

Itron will invoice Customer for the Equipment upon shipment.

e. *Delivery, Title and Risk of Loss.*

Unless otherwise agreed by the Parties, Itron will make arrangements with its carrier to deliver Equipment to Customer's location at Customer's expense. For Equipment delivered to Canada, title to the Equipment and risk of loss shall pass to Customer upon delivery to the Customer. For Equipment delivered to all other locations, title to the Equipment and risk of loss shall pass to Customer upon Itron's delivery to a carrier for shipment to Customer.

f. *Limited Equipment Warranty*

i. *Warranty and Remedy.*

Except to the extent otherwise provided in Attachment A, Itron warrants to Customer that the Equipment that is manufactured by Itron will be free from defects in materials and workmanship and will conform to the applicable published Itron specifications for a period of one year from the date of shipment. Except to the extent otherwise provided in Attachment A, Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section or under Attachment A shall be for Itron to repair non-conforming Equipment or provide Customer with replacement Equipment after Customer has returned non-conforming Equipment properly packaged and prepaid to a repair facility designated by Itron in accordance with Itron's then-current RMA procedures. If Itron, in its sole discretion, determines that it is unable to repair or replace such non-conforming Equipment, Itron will refund to Customer the amount paid for such Equipment. Equipment that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer will pay the cost of returning non-conforming Equipment to the place of repair designated by Itron and Itron will pay the cost of delivering repaired or replacement Equipment to Customer.

ii. *Exclusions.*

The warranty provided herein does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components not supplied by Itron. The warranty provided herein shall be void if the Equipment is modified in a way not authorized in writing by Itron. The above warranty does not cover any third party equipment provided by Itron. Any warranty for such equipment will be between Customer and the third party manufacturer. Any available third party equipment warranties are attached hereto as Attachment C.

2. Software Terms

a. *Definitions.*

"**Delivery**" with respect to Software, means that Itron has either made the Software available to Customer via electronic means or has provided the Software to a carrier on physical media for delivery to Customer.

"Documentation" means all printed or electronic materials published or otherwise that are provided to Customer and that describe or relate to the functional, operational or performance capabilities of the Software.

"Endpoint" means (i) a physical device (e.g., a meter, encoder-transmitter-receiver or other measuring or monitoring device) that is the source of data used in the Software application or (ii) a virtual device created in the Software application to simulate the existence of a physical device. An example of a virtual device that is an Endpoint would include a single electricity meter that serves 10 apartment units. If the consumption data from that electricity meter was divided between the 10 units (e.g., on the basis of square footage) and used in the Software application as if that single electricity meter was actually 10 electricity meters, it would count as 10 Endpoints. Further, each account, whether active or inactive, in the application that is associated with a single physical device counts as a separate Endpoint.

"Object Code" means the binary, machine-readable version of the Software.

"Production Environment" means a single instance of the Software used in an environment other than a Test Environment.

"Software" means software identified on Attachment A that is owned by Itron and any modifications, corrections, improvements or enhancements thereto provided by Itron.

"Source Code" means human-readable computer programming code, associated procedural code and related documentation.

"Specifications" means the applicable published Itron functional specifications for an item of Software.

"Test Environment" means a single instance of the Software used solely for test purposes. Such installation can only be used to verify the correct installation, operation, and integration of the Software and/or components.

"Third Party Software" means software that is not owned by Itron but is identified on Attachment A as being provided by Itron.

"Use" means the ability to run, execute, display and, subject to the restrictions described below, duplicate and distribute internally.

"Warranty Period," with respect to a particular item of Software, means the warranty term beginning on the warranty start date, as set forth on Attachment A. If no such period is identified on Attachment A, the Warranty Period shall be 90 days from the date of Delivery.

b. License Grant.

Subject to the terms of this Agreement and for the license fee set forth on Attachment A, Itron grants to Customer a nonexclusive, nontransferable, perpetual Object Code license to Use the Software and Documentation for its internal business purposes only in connection with the number of Endpoints set forth in Attachment A.

c. Restrictions.

As a condition to the foregoing license grant, Customer shall not (i) violate any restriction set forth on Attachment A, (ii) modify or create any derivative work from the Software, (iii) include the Software in any other software, (iv) use the Software to provide processing services to third parties or on a service bureau basis, (v) reverse assemble, decompile, reverse engineer or otherwise attempt to derive Source Code (of the underlying ideas, algorithms, structure or organization) from Software, or (vi) use the Software to process business information concerning customers derived through merger, asset acquisition or other entity combination.

Except as expressly permitted in this Agreement, (i) the Software may not be installed on a computer that is not part of the Customer's computer network, (ii) Customer may not copy the Software other than to make one machine readable copy for disaster recovery or archival purposes, and (iii) installation of the Software shall be limited to one Production Environment and one Test Environment. Customer may only make copies of Documentation as reasonably necessary for the use contemplated herein. The Software and Documentation shall be considered the confidential information of Itron and, as such, shall be subject to the confidentiality provisions of this Agreement.

d. Invoicing.

Itron will invoice Customer for the Software and any Third Party Software upon Delivery.

e. Limited Software Warranty

i. Warranty and Remedy.

For the Warranty Period, Itron warrants to Customer that the Software will perform substantially in accordance with the Specifications. Itron does not warrant that the Software will operate uninterrupted or error-free. Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron to repair or replace the non-conforming Software. If Itron, in its sole discretion, is unable to repair or replace non-conforming Software, Itron will refund to Customer the amount paid for such Software. Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer's license to Software for which it has received a refund hereunder shall terminate upon its receipt of a refund.

ii. Exclusions.

The warranty provided in this Section shall not apply to the extent that non-compliance relates to or is the result of (i) use of the Software in combination with software, equipment or communications networks not provided by Itron, (ii) a change to the Software's operating environment not made or authorized by Itron, (iii) Customer's failure to install any correction or enhancement provided by Itron, (iv) viruses introduced through no fault of Itron, (v) any use of the Software not authorized by this Agreement. The warranty provided in this Section is valid only if Customer has complied with the terms of this Agreement (including paying the applicable Software license fees) and shall be void to the extent of any modification to the Software not authorized by Itron.

f. Third Party Software and Documentation.

Itron shall provide the Third Party Software, if any, identified on Attachment A and any related documentation. Any Third Party Software and related documentation provided by Itron in connection with this Agreement shall be subject to a separate license agreement between the Customer and the third party software provider and will be subject to separate third party warranties, if any. Customer agrees that it will be bound by and will abide by all such third party software licensing arrangements. Customer is solely responsible for acquiring any software that is required to use the Software or Third Party Software.

g. *Audit.*

Customer will maintain accurate and detailed records as necessary to verify compliance with this Agreement. Itron may audit these records to verify compliance at any time during Customer's regular business hours after giving notice 5 business days in advance of the audit. Except as described below, Itron will bear all costs and expenses associated with the exercise of its audit rights. Any errors in payments identified will be corrected by Customer by appropriate adjustment. In the event of an underpayment of more than 5 percent, Customer will reimburse Itron the amount of the underpayment, reasonable costs associated with the audit, and interest on the overdue amount at the maximum allowable interest rate from the date the obligation accrued.

h. *Obligations Upon Termination for Cause.*

Upon a termination by Itron for cause, Customer's license to any Software and right to receive maintenance and support for such Software shall immediately terminate and Customer shall (i) delete any Software from all of its computers, (ii) immediately deliver to Itron or destroy all copies of such Software and any related Documentation and (iii) certify in writing to Itron within 10 days of any such termination that, to the best of Customer's knowledge, Customer has complied with this Section.

i. *Other Provisions.*

Customer shall not, directly or indirectly, export or transmit the Software to any country to which such export or transmission is prohibited by any applicable regulation or statute. The Parties agree that Software provided under this Agreement shall be deemed to be "goods" within the meaning of Article 2 of the Uniform Commercial Code, except when such a practice would cause an unreasonable result. The Parties agree that the Uniform Computer Information Transaction Act (or a version thereof or substantially similar law) shall not govern this Agreement.

j. *Source Code Escrow*

i. *Registration; Deposit; License; Verification.*

Concurrent with the execution of this Agreement, the Parties shall execute the Beneficiary Registration Form attached hereto as Exhibit D thereby making Customer a beneficiary of that certain Software Escrow Agreement between Itron and EscrowTech International, Inc. ("*Escrow Agent*") dated as of October 23, 2008 (the "*Escrow Agreement*"). Upon such execution, Itron shall deposit and keep current a copy of the Source Code for the Software in escrow with the Escrow Agent for so long as Customer is entitled to receive Maintenance Services for the Software. To the extent that the Software includes third party software components, the corresponding deposit materials do not need to include the Source Code for those components and it will be sufficient if the deposit materials include an identification of those components (including release or version numbers, as applicable), the sources from which Customer may obtain the those components, and instructions for including those components in the Software. In the event of a Release Condition (as defined below), Customer may instruct the Escrow Agent to deliver a copy of the Source Code directly to Customer and, in accordance with the Escrow Agreement, Customer may receive the Source Code. Itron hereby grants Customer a worldwide, perpetual, paid-up, irrevocable license to modify, enhance, translate, convert, recompile, and upgrade the Source Code in support of Customer's authorized use of the Software, as applicable, and consistent with the terms of this Agreement. In the event Customer receives the Source Code in accordance with the terms and conditions of this Agreement and the Escrow Agreement, there will be no additional license fees charged. Customer shall have the right at any time, at Customer's expense, to obtain full verification service or the equivalent for the Software by the Escrow Agent, or otherwise contact the Escrow Agent for purposes of confirming the existence of the Source Code, including updates thereto, and for verification of the instructions to the Escrow Agent to release the Source Code as set forth in the Escrow Agreement.

ii. *Release Conditions.*

Provided Customer is entitled to receive Maintenance Services for the Software, Customer shall have the right to obtain from the Escrow Agent one copy of the Source Code in escrow, under any of the following conditions (each, a "*Release Condition*"): (A) a receiver, trustee, or similar officer is appointed for the business or property of Itron; (B) Itron files a petition in bankruptcy, makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment of all or substantially all of its assets for the benefit of creditors; (C) any involuntary petition or proceeding under bankruptcy or insolvency laws that is not stayed, enjoined or discharged within 60 days is instituted against Itron; or (D) Itron becomes insolvent and Customer is no longer receiving Maintenance Services for the Software.

iii. *Source Code Modifications.*

If Customer becomes entitled to a release of the Source Code from escrow, Customer may thereafter correct, modify, update and enhance the Software for Customer's use authorized under this Agreement, and such modifications, updates and enhancements shall become included with and subject to the terms of the Software license granted to Customer under this Agreement, provided that Itron will not be required to maintain or support such modifications, updates or enhancements. Itron shall own all derivative works created by or for Customer under this provision. Customer shall execute such documents and take such steps as Itron reasonably requests to perfect Itron's ownership of the intellectual property rights in such derivative works.

iv. *Confidentiality.*

Customer shall keep the Source Code confidential and use it solely for the purposes set forth in this Agreement. Customer shall restrict access to the Source Code to Customer personnel who have agreed in writing to be bound by confidentiality and use obligations consistent with those set forth herein, and who have a need to access the Source Code to carry out their duties or provide services for Customer.

3. Professional Services Terms

a. *Definitions.*

"*Change Order*" means a written confirmation of a change in the Professional Services, Deliverables or cost thereof that is executed by both Parties.

"*Deliverable*" means any software, reports, results, studies or other documentation identified as a "Deliverable" to be provided by Itron in a SOW.

"*Professional Services*" means the services to be provided by Itron pursuant to a SOW.

"SOW" means a written statement of work describing the activities, tasks and responsibilities of Itron and Customer that, at the time of execution, is attached hereto as Attachment B or that, subsequent to execution, references this Agreement and is executed by authorized representatives of the Parties.

b. Purchase of Professional Services; License.

During the term of this Agreement, Itron will make commercially reasonable efforts to provide to Customer the Professional Services and Deliverables, if any, described in the applicable SOW within the time periods set forth in such SOW. Changes to the Professional Services or Deliverables may only be made through a Change Order. Itron hereby grants to Customer a non-exclusive, perpetual license to use the Deliverables solely for Customer's internal purposes.

c. Fees and Expenses.

Customer agrees to pay for Professional Services in the manner set forth in the applicable SOW (e.g., on a time and materials basis or on a fixed-fee basis) and at the rates set forth on Attachment A or in the applicable SOW. Itron reserves the right to adjust rates for Professional Services performed on a time-and-materials basis no more than once each year. Customer shall also reimburse Itron for reasonable and documented travel, lodging and related expenses incurred in connection with the Professional Services.

d. Invoicing.

Professional Services will be performed on a time and materials basis or a fixed-fee basis, as set forth on Attachment A or the applicable SOW, provided that Attachment A will supersede the SOW to the extent of any conflict. Professional Services performed on a time and materials basis will be invoiced at the end of the calendar month in which they are performed. Professional Services that are performed on a fixed fee basis will be invoiced as set forth on the applicable SOW or, if not set forth on a SOW, upon completion.

e. Limited Professional Services Warranty.

Itron warrants to Customer that it shall perform the Professional Services with reasonable care and in a diligent and competent manner. Itron's sole obligation and Customer's exclusive remedy in connection with a breach of the foregoing warranty shall be to correct or re-perform the non-conforming Professional Services. If Itron, in its sole discretion, is unable to correct or re-perform non-conforming Professional Services, its sole obligation will be to refund to Customer the amount paid for such Professional Services. Customer must report any deficiencies in the Professional Services to Itron in writing within 60 days of performance to receive the warranty remedies described herein.

f. Access to Facilities and Personnel.

Customer agrees to provide Itron with access to its facilities and personnel as reasonably required for Itron to provide the Professional Services and Deliverables. All employees and representatives of Itron that perform Professional Services on Customer's premises shall comply with reasonable guidelines pertaining to employee conduct, including Customer safety procedures and policies, provided to Itron by Customer. Neither Party shall require releases or waivers of any personal rights from representatives of the other in connection with visits to its premises, and the Parties agree not to plead any such releases or waivers in any action or proceeding.

g. Insurance.

During the term of this Agreement, Itron will maintain the following minimum levels of insurance (i) workers' compensation insurance for Itron employees equal to applicable statutory limits and an employer's liability policy in an amount not less than \$1,000,000.00; (ii) an occurrence form commercial general liability policy or policies in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 aggregate; (iii) an automobile liability policy or policies in an amount not less than \$1,000,000.00 combined single limit; and (iv) a professional liability policy or policies insuring against liability for errors and omissions covering professional activities contemplated under the Agreement in an amount not less than \$1,000,000.00. Upon written request, Itron will provide Certificates of Insurance evidencing the coverage described in this Section.

4. Payment Terms and Taxes.

For invoices not paid within 30 days of the invoice date, in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of one percent per month applied against overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Unless otherwise indicated on Attachment A, Customer shall pay all amounts owing under this Agreement in U.S. Dollars. The prices set forth on Attachment A do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of products or services by Itron, excluding taxes on Itron's income generally. If Customer is a tax exempt entity, or pays taxes directly to the state, Customer will provide Itron with a copy of its Tax Exemption Certificate or Direct Pay Permit, as applicable, upon execution of this Agreement.

5. Changes.

Changes to the products or services ordered by Customer pursuant to this Agreement, including the purchase of additional quantities or entirely new products or services, may be made at Itron's then-current pricing by purchase order or Change Order (in a form acceptable to Itron), provided that any such purchase order must first be accepted by Itron.

6. Confidentiality.

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose. The obligations in this Section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractor's, agents and affiliates who agree to confidentiality and non-use terms that are

substantially similar to these terms. The parties acknowledge and agree that any software provided by Itron in connection with this Agreement shall be considered the confidential information of Itron.

7. IP Ownership.

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided by Itron pursuant to this Agreement are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights granted in this Agreement.

8. Indemnification

a. General Indemnity.

Itron will defend Customer from any third party claim for (i) wrongful death of or bodily injury, to the extent caused by Itron's negligence, gross negligence or intentional torts, or (ii) physical damage to tangible personal property, to the extent caused by Itron's negligence, gross negligence or intentional torts, and will pay costs and damages awarded against Customer in any such claim that are specifically attributable to Itron's negligence, gross negligence or intentional torts or those costs and damages agreed to by Itron in a monetary settlement of such claim.

b. Infringement Indemnity.

Itron will defend at its own expense any action brought against Customer by an unaffiliated third party to the extent that the action is based upon a claim that any product manufactured, software licensed or service provided by Itron hereunder directly infringes any U.S. patent (issued as of the Effective Date) or any copyright or trademark, and Itron will pay those costs and damages awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to by Itron in a monetary settlement of such action. The foregoing indemnity does not apply to products not manufactured by Itron or software licensed by third parties.

c. Conditions to Infringement Indemnity.

Itron's infringement indemnity obligations under this Section are conditioned on Customer's agreement that if the applicable product or service becomes, or in Itron's opinion is likely to become, the subject of such a claim, Customer will permit Itron, at Itron's option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are reasonable in Itron's judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or service.

d. Exclusions.

Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

e. Right to Defend.

As a condition to Itron's indemnity obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense or settlement of the claim and provide Itron with reasonable assistance in connection with such defense or settlement. Customer may employ counsel at its own expense to assist it with respect to any such claim.

f. Indemnity Disclaimer

THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

9. Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

10. WAIVER OF CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

11. CAP ON LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR A BREACH BY CUSTOMER OF (I) ANY INTELLECTUAL PROPERTY RIGHT OF ITRON OR (II) ANY LICENSE GRANTED BY ITRON HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE HEREUNDER. ITRON SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

12. Term and Termination

a. *Term of Agreement.*

Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date through December 31st of the year in which any products or services to be provided hereunder have been provided. The term of this Agreement shall thereafter automatically renew for successive one year periods unless either Party provides the other with written notice of its intent not to renew at least 90 days prior to such termination; provided, however, that Customer shall be obligated to purchase and Itron shall be obligated to provide any product or service that is the subject of an unfulfilled order accepted by Itron prior to the time of any such termination. Notwithstanding the foregoing, the term of any license provided by Itron hereunder shall be as set forth in the provision granting such license.

b. *Termination for Cause.*

Other than Customer's nonpayment which shall constitute a breach of this Agreement if full payment is not received within five (5) days of written notice, either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement that remains uncured for 30 days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

c. *Survival.*

Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

13. Miscellaneous

a. *Entire Agreement.*

This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order acknowledgments, statements of work not attached hereto or other communications between the Parties subsequent to the execution of this Agreement.

b. *Amendments and Waivers.*

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

c. *Governing Law; Jury Trial.*

This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Iowa without reference to Iowa conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

d. *Assignment.*

Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Agreement by Customer shall be null and void.

e. *Force Majeure.*

Except for monetary obligations hereunder, neither Party will be responsible for any failure or delay in performing any obligation hereunder if such failure or delay is due to a cause beyond the Party's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, terrorist threats or actions, third-party suppliers, labor disputes or governmental acts.

f. Notices.

Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to the address set forth below. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this Section.

Itron: Attn: General Counsel
Itron, Inc.
2111 North Molter Road
Liberty Lake, WA 99019

Customer:

g. Miscellaneous.

Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. If available, maintenance and support for products will be provided pursuant to a separate maintenance agreement. Itron shall perform all work to be performed in connection with this Agreement as an independent contractor and not as the agent or employee of Customer. All persons furnished by Itron shall be for all purposes solely Itron's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. This Agreement is entered into only for the benefit of Customer and Itron. No other person or entity shall have the right to make any claim or assert any right hereunder, and no other person or entity shall be deemed a beneficiary of this Agreement.

[Signature Page Follows]

Agreed to and accepted:

Itron, Inc.

Signature:

Richard Christensen

Print Name:

RICHARD CHRISTENSEN
Vice President, Global Financial
Planning and Analysis
Itron, Inc.

Title:

Date:

2/9/15

Customer

Signature:

Ann Campbell

Print Name:

Ann Campbell

Title:

Mayor

Date:

2-11-15

Tax Exempt: Yes / No (if yes, attach copy of Tax Exemption Certificate)

**Second Amendment
to the Itron Sales Agreement
between Itron, Inc. and the City of Ames**

This Second Amendment (this “*Amendment*”) is effective as of the date last signed below.

RECITALS

WHEREAS, Itron, Inc. (“*Itron*”) and the City of Ames (“*Customer*”) entered into the Itron Sales Agreement dated February 11, 2015;

WHEREAS, the parties wish to amend the Agreement for the purpose of amending the term; and

NOW, THEREFORE, in consideration of the mutual promises and obligations below, Itron and Customer agree as follows:

1. Section 12(a) of the Agreement is hereby replaced with the following:

The term of this Agreement (“*Term*”) shall expire on June 30, 2020, unless otherwise terminated in accordance with this Section. The Agreement may be extended annually by execution of an amendment signed by duly authorized representatives of both parties.

2. Delete Attachment A-1 from the Agreement and replace with the attached Attachment A-2 identified by BMR# 17332-19 Ver2 Apr.
3. All other terms and conditions remain unchanged and in full force and effect.

INTENDING TO BE LEGALLY BOUND, each party represents and warrants that it has all necessary power and authority to enter into this Amendment to the Agreement.

City of Ames	Itron, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Ames, IA

BMR# 17332-19 Ver2 Apr
April 4, 2019

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
Endpoints						
1	ERW-1300-402	100W+, Encoder with Integral Connector & Antenna Connector	TBD	\$65.79	TBD	(1)
2	CFG-0151-010	Standard 5' cable with In-Line connector with .167" diameter protective cover	TBD	\$10.61	TBD	
3	ERW-1300-313	100W-R+ ERT, Encoder Remote with 10 Inch Cable	TBD	\$65.79	TBD	(1)
4	CFG-0771-021	100W-R Mounting Kit for Remote Installations	TBD	\$2.65	TBD	
Meters						
<u>Badger Meters</u>						
5	Meters	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" (1/2 X 7 1/2), Cast Iron Bottom, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 10 ft Wire, without ERT	TBD	\$93.41	TBD	
6	Meters	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" X 3/4-3/4 Bore (3/4 X 7 1/2), Cast Iron Bottom, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig- Tail (gel-cap), 10 ft Wire, without ERT	TBD	\$93.41	TBD	
7	Meters	RCDL M35 LL Disc Meter (NSF 61-G), 3/4" (3/4 X 9), Cast Iron Bottom, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 10 ft Wire, without ERT	TBD	\$117.44	TBD	
8	Meters	RCDL M55 LL Disc Meter (NSF 61-G), 1" (1 X 10 3/4), Cast Iron Bottom, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 10 ft Wire, without ERT	TBD	\$151.50	TBD	
9	Meters	RCDL M120 LL Disc Meter (NSF 61-G), 1 1/2", Elliptical Long Drilled, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 10 ft Wire, without ERT	TBD	\$341.33	TBD	
10	Meters	M5000 -Flanged Mag Meter, 2" (DN 50), Hard Rubber Liner, 150 lb Cast Steel Flanges, Standard Lay Length, Alloy C Electrodes, 316SS Grounding Rings, Meter Mounted Amplifier, Badger Certified Test	TBD	\$1,597.82	TBD	
11	Meters	M5000 -Flanged Mag Meter, 3" (DN 80), Hard Rubber Liner, 150 lb Cast Steel Flanges, Standard Lay Length, Alloy C Electrodes, 316SS Grounding Rings, Meter Mounted Amplifier, Badger Certified Test	TBD	\$1,720.82	TBD	
12	Meters	M5000 -Flanged Mag Meter, 4" (DN 100), Hard Rubber Liner, 150 lb Cast Steel Flanges, Standard Lay Length, Alloy C Electrodes, 316SS Grounding Rings, Meter Mounted Amplifier, Badger Certified Test	TBD	\$1,843.83	TBD	
13	Meters	M5000 -Flanged Mag Meter, 6" (DN 150), Hard Rubber Liner, 150 lb Cast Steel Flanges, Standard Lay Length, Alloy C Electrodes, 316SS Grounding Rings, Meter Mounted Amplifier, Badger Certified Test	TBD	\$2,152.56	TBD	
14	Meters	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" (1/2 X 7 1/2), Cast Iron Bottom, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray). Includes Itron 100W+ Series Endpoint, Integral, Factory Pre-Wired and programmed ERT.	TBD	\$162.28	TBD	(2)
15	Meters	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" X 3/4-3/4 Bore (3/4 X 7 1/2), Cast Iron Bottom, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray). Includes Itron 100W+ Series Endpoint, Integral, Factory Pre-Wired and programmed ERT.	TBD	\$162.28	TBD	(2)
16	Meters	RCDL M35 LL Disc Meter (NSF 61-G), 3/4" (3/4 X 9), Cast Iron Bottom, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray). Includes Itron 100W+ Series Endpoint, Integral, Factory Pre-Wired and programmed ERT.	TBD	\$186.30	TBD	(2)
17	Meters	RCDL M55 LL Disc Meter (NSF 61-G), 1" (1 X 10 3/4), Cast Iron Bottom, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray). Includes Itron 100W+ Series Endpoint, Integral, Factory Pre-Wired and programmed ERT.	TBD	\$220.38	TBD	(2)
18	Meters	RCDL M120 LL Disc Meter (NSF 61-G), 1 1/2", Elliptical Long Drilled, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray). Includes Itron 100W + Series Endpoint, Integral, Factory Pre-Wired and programmed ERT.	TBD	\$410.20	TBD	(2)



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www.itron.com

Pricing Summary for

City of Ames, IA

BMR# 17332-19 Ver2 Apr
April 4, 2019

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
19	Meters	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" (1/2 X 7 1/2), Cast Iron Bottom, Less Connections, Bare Meter	TBD	\$54.13	TBD	
20	Meters	RCDL M25 LL Disc Meter (NSF 61-G), 5/8" X 3/4-3/4 Bore (3/4 X 7 1/2), Cast Iron Bottom, Less Connections, Bare Meter	TBD	\$54.13	TBD	
21	Meters	RCDL M35 LL Disc Meter (NSF 61-G), 3/4" (3/4 X 9), Cast Iron Bottom, Less Connections, Bare Meter	TBD	\$73.80	TBD	
22	Meters	RCDL M55 LL Disc Meter (NSF 61-G), 1" (1 X 10 3/4), Cast Iron Bottom, Less Connections, Bare Meter	TBD	\$108.35	TBD	
23	Meters	RCDL M120 LL Disc Meter (NSF 61-G), 1 1/2", Elliptical Long Drilled, Less Connections, Bare Meter	TBD	\$302.59	TBD	
24	Registers	Registration for, RCDL M25 Disc Meter, 5/8", HRE Registration, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig- Tail (gel-cap), 10 ft Wire Pricing good on 5/8" - 1 1/2" Disc Meters	TBD	\$52.18	TBD	
25	Meters	RCDL Turbo Series Meter LL (NSF 61-G), 2", Round w/Test Plug, Without Integral Strainer, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig- Tail (gel-cap), 10 ft Wire	TBD	\$780.69	TBD	
26	Meters	RCDL Turbo Series Meter LL (NSF 61-G), 3", Round w/Test Plug, Without Integral Strainer, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig- Tail (gel-cap), 10 ft Wire	TBD	\$917.90	TBD	
27	Meters	RCDL Turbo Series Meter LL (NSF 61-G), 4", Round w/Test Plug, Without Integral Strainer, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig- Tail (gel-cap), 10 ft Wire	TBD	\$1,349.74	TBD	
28	Meters	RCDL Turbo Series Meter LL (NSF 61-G), 6", Round w/Test Plug, Less Connections, HRE Registration, Cubic Feet, 8 Dial - 1 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig-Tail (gel-cap), 10 ft Wire	TBD	\$3,218.51	TBD	
29	Meters	E-Series UltraSonic 316SS, 5/8" (1/2 X 7 1/2), Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.001 Ft3, Generic Connectivity, BMI Supplied, 4 use with ITRON, Pig-Tail (gel-cap), 25 ft Wire, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover	TBD	\$146.86	TBD	
30	Meters	E-Series UltraSonic 316SS, 5/8" X 3/4-3/4 Bore (3/4 X 7 1/2), Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.001 Ft3, Generic Connectivity, BMI Supplied, 4 use with ITRON, Pig-Tail (gel-cap), 25 ft Wire, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover	TBD	\$143.97	TBD	
31	Meters	E-Series UltraSonic 316SS, 3/4" (3/4 X 7 1/2), Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.001 Ft3, Generic Connectivity, BMI Supplied, 4 use with ITRON, Pig-Tail (gel-cap), 25 ft Wire, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover	TBD	\$161.35	TBD	
32	Meters	E-Series UltraSonic 316SS, 3/4" (3/4 X 9), Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.001 Ft3, Generic Connectivity, BMI Supplied, 4 use with ITRON, Pig-Tail (gel-cap), 25 ft Wire, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover	TBD	\$172.94	TBD	
33	Meters	E-Series UltraSonic 316SS, 1" (1 X 10 3/4), Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.001 Ft3, Generic Connectivity, BMI Supplied, 4 use with ITRON, Pig-Tail (gel-cap), 25 ft Wire, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover	TBD	\$184.43	TBD	
34	Meters	E-Series UltraSonic 316SS, 1 1/2", Elliptical, Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.01 Ft3, Generic Connectivity, BMI Supplied, 4 use with ITRON, Pig-Tail (gel-cap), 25 ft Wire, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover	TBD	\$442.81	TBD	
35	Meters	E-Series UltraSonic 316SS, 2", Elliptical, Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.01 Ft3, Generic Connectivity, BMI Supplied, 4 use with ITRON, Pig-Tail (gel-cap), 25 ft Wire, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover	TBD	\$520.31	TBD	
36	Meters	E-Series UltraSonic 316SS, 2", Elliptical, Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.01 Ft3, Itron 100W+ Series Endpoint, Programmed (ITRON Supplied), Indoor-Outdoor, Factory Pre-Wired, 5 ft, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover	TBD	\$523.38	TBD	



Electric / Gas / Water
Information collection, analysis and application

2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Ames, IA

BMR# 17332-19 Ver2 Apr
April 4, 2019

Item	Part Number	Description	Qty	Unit Price	Extended Price	Notes
37	Registers	Registration for, RCDL Turbo Series Meter, 1 1/2", HRE Registration, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig- Tail (gel-cap), 10 ft Wire	TBD	\$52.18	TBD	
38	Registers	Registration for, RCDL Turbo Series Meter, 2", HRE Registration, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig- Tail (gel-cap), 10 ft Wire	TBD	\$52.18	TBD	
39	Registers	Registration for, RCDL Turbo Series Meter, 3", HRE Registration, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig- Tail (gel-cap), 10 ft Wire	TBD	\$52.18	TBD	
40	Registers	Registration for, RCDL Turbo Series Meter, 4", HRE Registration, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig- Tail (gel-cap), 10 ft Wire	TBD	\$52.18	TBD	
41	Registers	Registration for, RCDL Turbo Series Meter, 6", HRE Registration, Cubic Feet, 8 Dial - 1 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Pig- Tail (gel-cap), 10 ft Wire	TBD	\$52.18	TBD	
42	Registers	Registration for, RCDL M25 Disc Meter, 5/8", HRE, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray), supplied with an Itron Connector, 5 ft, for connection to Itron 100W+ pit ERT. (HRE Only)	TBD	\$67.63	TBD	
43	Registers	Registration for, RCDL M120 Disc Meter, 1 1/2", HRE, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray) supplied with an Itron Connector, 5 ft, for connection to Itron 100W+ pit ERT. (HRE Only)	TBD	\$67.63	TBD	
44	Registers	Registration for, RCDL Turbo Series Meter, 1 1/2", HRE, Cubic Feet, 8 Dial - 0.1 Ft3, Plastic Shroud / Plastic Lid (Gray), supplied with an Itron Connector, 5 ft, for connection to Itron 100W+ pit ERT. (HRE Only)	TBD	\$67.63	TBD	
45	Registers	HRE Registration (without meter), Cubic Feet, 8 Dial - (0.1 Ft3), Plastic Shroud / Plastic Lid (Black) Generic Connectivity with Integral 100W+ERT included and attached. Pricing above is good on 5/8" - 1 1/2" Disc Meters	TBD	\$131.04	TBD	
<u>Elster Meters</u>						
46	Meters	1 1/2" Elster AMCO evoQ4 AL electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$1,392.44	TBD	
47	Meters	2X17" Elster AMCO evoQ4 AL2 electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$1,460.75	TBD	
48	Meters	3" Elster AMCO evoQ4 electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$1,864.08	TBD	
49	Meters	4" Elster AMCO evoQ4 electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$2,147.27	TBD	
50	Meters	6" Elster AMCO evoQ4 electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$3,177.22	TBD	
51	Meters	2" Elster AMCO evoQ4 RB electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$2,047.22	TBD	
52	Meters	3" Elster AMCO evoQ4 RB electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$2,295.85	TBD	
53	Meters	4" Elster AMCO evoQ4 RB electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$2,503.86	TBD	
54	Meters	6" Elster AMCO evoQ4 RB electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$3,637.10	TBD	
<u>Alternate Elster Meters</u>						
55	Meters	1 1/2" Elster AMCO evoQ4 LF electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$770.51	TBD	(5)
56	Meters	2X17" Elster AMCO evoQ4 LF electromagnetic meter with Sensus encoder output module (8D) w/25' Itron ILC	TBD	\$819.67	TBD	(5)

Notes and Assumptions

- Full warranty is consistent with the warranty terms in the Agreement for the first 10 years from date of shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
- For pit integral configuration, add \$10.61 price from line 2 above.
- Badger Meter Freight - Prepay/no charge for shipments > \$25,000.00.
- Elster Meter Freight is not included; FOB Ocala, FL.
- Freight and taxes are not included. Prices are in US dollars. Prices are valid July 1, 2019 - June 30, 2020.



MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: July 9, 2019

Subject: Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s) 24, 25, and 26. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

COUNCIL ACTION FORM

SUBJECT: 2016/17 TRAFFIC SIGNAL PROGRAM – 6th STREET/HAZEL AVE.

BACKGROUND:

The Traffic Signal Program is the annual program that provides for replacing older traffic signals and constructing new traffic signals in the City, which will result in improved visibility, reliability, and appearance of signals. This program provides the upgrading of the traffic signal system technology. In recent years, traffic signal replacements have included radar detection systems instead of in-pavement loop detection systems that had previously been used (frequently a point of vehicle detection failure). Another advantage of the radar detection system is that it detects bicycles in addition to vehicles. **This project installed a new signal and new pedestrian ramps at 6th Street and N. Hazel Avenue.**

On February 27, 2018, City Council awarded the project to Voltmer, Inc. of Decorah, Iowa in the amount of \$236,676.13. The balancing change order was the only change order throughout construction. The final quantities in the balancing change order increased the project total by \$4,974.55, bringing the final construction cost to \$241,650.68.

Revenues and expenses for this program are shown below:

<u>Revenues</u>		<u>Expenses</u>	
Road Use Tax	\$325,000	Design/Administration	\$41,469.22
Total	\$325,000	Construction	\$241,650.68
		Total	\$283,119.90

ALTERNATIVES:

1. Accept the 2016/17 Traffic Signal Program (6th Street & Hazel Ave) project as completed by Voltmer, Inc. of Decorah, IA in the amount of \$241,650.68.
2. Direct staff to pursue modifications to the project.

MANAGER’S RECOMMENDED ACTION:

The project has now been completed per the approved plans and specifications, improving traffic operations and safety in the area. **Therefore, the City Manager recommends that the City Council adopt Alternative No. 1, as described above.**

COUNCIL ACTION FORM

SUBJECT: VACATION OF PUBLIC UTILITY, SURFACE WATER FLOWAGE, AND STORM SEWER EASEMENTS AT 397 WILDER AVENUE

BACKGROUND:

The Parks and Recreation Department is planning to construct a future City park at 397 Wilder Avenue (see Attachment A). Currently, public utility, surface water flowage, and storm sewer easements exist over the entire lot, which is owned and maintained by the Sunset Ridge property owner's association. Prior to development of the park, this lot is to be split by into two separate parcels by plat of survey (see Attachment B). Parcel A will be given to the City for the future park and Parcel B will remain under the ownership of the Sunset Ridge property owner's association.

As part of this plat, surface water flowage and storm sewer easements will be established over all of Parcel B. The revised easements on Parcel A (park parcel) will include a 10' wide public utility easement that will be established along the east edge and also surface flowage and storm sewer easements will be created over the northeast corner. **Because these easements will be established with the new plat, the current public utility, surface water flowage, and storm sewer easements over the existing lot can be vacated.**

Local utility companies were contacted regarding the proposed vacation of the existing public utility easement over the entire lot and the establishment of the new 10' public utility easement along the east edge of Parcel A. No objections or negative impacts from this change were indicated by any of the utilities.

ALTERNATIVES:

1. Set the date of public hearing as July 23, 2019 to approve the vacation of the aforementioned easements at 397 Wilder Avenue.
2. Reconsider the vacation of the aforementioned easements at 397 Wilder Avenue.

MANAGER'S RECOMMENDED ACTION:

With approval of the plat of survey for 397 Wilder Ave, the new easements will be established in their proper locations and the existing easements will become obsolete. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as noted above.**

ATTACHMENT A



ArcGIS Web Map



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

Date: 6/28/2019

1 inch = 94 feet

ATTACHMENT B PLAT OF SURVEY

INDEX LEGEND

LOCATION: OUTLOT 'H' SUNSET RIDGE SUBDIVISION
THIRD ADDITION, CITY OF AMES, STORY COUNTY IOWA

REQUESTOR: CITY OF AMES

PROPRIETOR: SUNSET RIDGE PROPERTY OWNERS
ASSOCIATION

SURVEYOR: MYRON G. DARINGER

SURVEYOR COMPANY: CITY OF AMES

RETURN TO: CITY OF AMES, PUBLIC WORKS ENGINEER
515 CLARK AVE., AMES, IA 50010



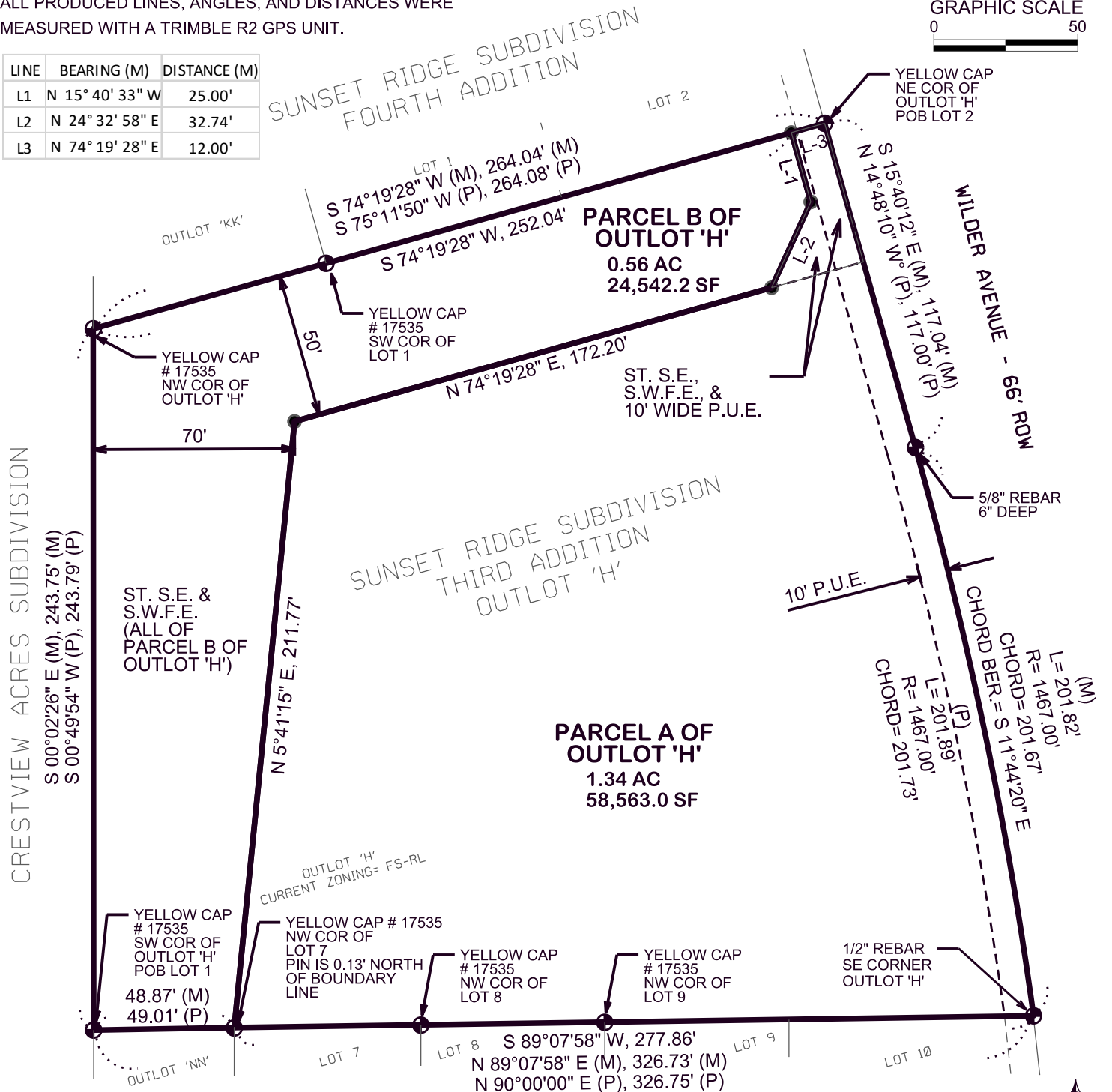
515-239-5276

SURVEYOR'S REPORT

ALL PRODUCED LINES, ANGLES, AND DISTANCES WERE
MEASURED WITH A TRIMBLE R2 GPS UNIT.



LINE	BEARING (M)	DISTANCE (M)
L1	N 15° 40' 33" W	25.00'
L2	N 24° 32' 58" E	32.74'
L3	N 74° 19' 28" E	12.00'



NOTE: ALL BEARINGS ARE ASSUMED.

MYRON G. DARINGER
19758
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MYRON G. DARINGER _____ DATE _____
PRINTED OR TYPED NAME
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019 _____

PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 AND 2

The Ames City Council approved this plat of survey on _____, 20____, with Resolution Number _____.

I certify that it conforms to all conditions of approval.

Planning and Housing Director

DATE	05/18/19
SCALE	1" = 50'
DRAWN	MD
FIELD BOOK	1
SHEET 1 OF 2	



PLAT OF SURVEY

INDEX LEGEND

LOCATION: OUTLOT 'H' SUNSET RIDGE SUBDIVISION
THIRD ADDITION, CITY OF AMES, STORY COUNTY IOWA

REQUESTOR: CITY OF AMES

PROPRIETOR: SUNSET RIDGE PROPERTY OWNERS
ASSOCIATION

SURVEYOR: MYRON G. DARINGER

SURVEYOR COMPANY: CITY OF AMES

RETURN TO: CITY OF AMES, PUBLIC WORKS ENGINEER
515 CLARK AVE., AMES, IA 50010

BOUNDARY DESCRIPTION PARCEL A

PARCEL A OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA: THENCE S 15°40'12" E ON THE EAST LINE OF SAID OUTLOT 'H' BEING THE WEST RIGHT-OF-WAY OF WILDER AVENUE, A DISTANCE 117.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST WITH A LENGTH OF 201.82 FEET, A RADUIS OF 1467.00 FEET, A CHORD DISTANCE OF 201.67 FEET, AND A CHORD BEARING OF S 11°44'20" E, ENDING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'H'; THENCE S 89°07'58" W, ON THE SOUTH LINE OF SAID OUTLOT 'H', A DISTANCE OF 277.86 FEET; THENCE N 05°41'15" E, A DISTANCE OF 211.77 FEET; THENCE N 74°19'28" E, A DISTANCE OF 172.20 FEET; THENCE N 24°32'58" E, A DISTANCE OF 32.74 FEET; THENCE N 15°40'33" W TO A POINT ON THE NORTH LINE OF SAID OUTLOT 'H', A DISTANCE OF 25.00 FEET; THENCE N 74°19'28" E ON SAID NORTH LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED BOUNDARY CONTAINS 1.34 ACRES (58,563.0 S.F.), MORE OR LESS.

OWNER: SUNSET RIDGE PROPERTY OWNERS

BOUNDARY DESCRIPTION PARCEL B

PARCEL B OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA: THENCE N 89°07'58" E ON THE SOUTH LINE OF SAID OUTLOT 'H', A DISTANCE 48.87 FEET; THENCE N 05°41'15" E, A DISTANCE OF 211.77 FEET; THENCE N 74°19'28" E, A DISTANCE OF 172.20 FEET; THENCE N 24°32'58" E, A DISTANCE OF 32.74 FEET; THENCE N 15°40'33" W TO A POINT ON THE NORTH LINE OF SAID OUTLOT 'H', A DISTANCE OF 25.00 FEET; THENCE S 74°19'28" W ON SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID OUTLOT 'H', A DISTANCE OF 252.04 FEET; THENCE S 00°02'26" E ON THE WEST LINE OF SAID OUTLOT 'H', A DISTANCE OF 243.75 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED BOUNDARY CONTAINS 0.56 ACRES (24,542.2 S.F.), MORE OR LESS.

OWNER: SUNSET RIDGE PROPERTY OWNERS

LEGEND

● MONUMENT FOUND
● MONUMENT SET
● 5/8" REBAR W/ ORANGE CAP
19758

(M) MEASURED
(P) PLATTED
(R) RECORDED
POB POINT OF BEGINNING

S.W.F.E. = SURFACE WATER FLOWAGE EASEMENT
ST. S.E. = STORM SEWER EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT

NOTE: THE CITY OF AMES, IOWA HAS THE PERPETUAL RIGHT TO CONSTRUCT, RECONSTRUCT, MAINTAIN, REPAIR AND USE UTILITY SERVICES AND APPARATUS UPON, UNDERGROUND, OVER AND ACROSS THE EASEMENT LANDS SHOWN ON THIS PLAT.

DATE
05/18/19
SCALE
1" = 50'
DRAWN
MD
FIELD BOOK
1
SHEET 2 OF 2

COUNCIL ACTION FORM

SUBJECT: PLAT OF SURVEY FOR SUBDIVIDING 397 WILDER AVENUE

BACKGROUND:

The City's subdivision regulations found in Chapter 23 of the Ames Municipal Code include the process for creating or modifying property boundaries and for determining if any improvements are required in conjunction with the platting of property. Typically, a Final Plat is required to subdivide one lot or parcel into two or more lots. The Subdivision Code allows for the Planning Director to authorize a one-time division through a Plat of Survey In lieu of Final Plat for an existing residentially zoned lot. **City staff proposes to utilize the Plat of Survey process rather than the Final Plat process to complete the acquisition of land within the Sunset Ridge Subdivision for a City park.**

This proposed plat of survey is for the division of the existing lot addressed as 397 Wilder Avenue to create two parcels. This parcel is currently vacant and zoned Suburban Residential Zone – Low Density (FS-RL). The existing parcel was created with the Sunset Ridge Subdivision, Third Addition, as an outlot for open space and storm water management.

The proposed change results in two new parcels, labeled as Parcels A and B of Outlot H. The proposed new Parcel A will be deeded from the Sunset Ridge Property Owner's Association to the City of Ames and become a City park. The proposed Parcel B will remain an unbuildable outlot and owned by the Sunset Ridge Homeowner's Association.

A Stormwater and Surface Flowage Easement will exist in the northwest corner of Parcel A and over all of Parcel B. A ten foot Public Utility Easement will run along the east property line the length of Parcel A. No public improvements are necessitated with the division of the lot.

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

ALTERNATIVES:

1. The City Council can adopt the resolution approving the proposed plat of survey.
2. The City Council can deny the proposed plat of survey if the City Council finds that the

requirements for plats of survey as described in Section 23.309 have not been satisfied.

3. The City Council can refer this back to staff and/or the owner for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

Staff has determined that the proposed plat of survey satisfies all Subdivision Code requirements for a division of the existing lot and has made a preliminary decision of approval. Creation of two parcels will allow for the City to complete its acquisition of land from the POA to create a public park.

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby adopting the resolution approving the proposed plat of survey.

ADDENDUM

PLAT OF SURVEY FOR 397 Wilder Avenue

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

- Conveyance parcel (per Section 23.307)
- Boundary line adjustment (per Section 23.309)
- Re-plat to correct error (per Section 23.310)
- Division of residential lot 23.308 (2)

The site is located at:

Owner: Sunset Ridge Property Owners Association
Existing Street Address: 397 Wilder Avenue
Assessor's Parcel #: 09-06-385-001

New Legal Description:

BOUNDARY DESCRIPTION PARCEL A:
PARCEL A OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA; THENCE S 15°40'12" E ON THE EAST LINE OF SAID OUTLOT 'H' BEING THE WEST RIGHT-OF-WAY OF WILDER AVENUE, A DISTANCE 117.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST WITH A LENGTH OF 201.82 FEET, A RADUIS OF 1467.00 FEET, A CHORD DISTANCE OF 201.67 FEET, AND A CHORD BEARING OF S 11°44'20" E, ENDING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'H'; THENCE S 89°07'58" W, ON THE SOUTH LINE OF SAID OUTLOT 'H', A DISTANCE OF 277.86 FEET; THENCE N 05°41'15" E, A DISTANCE OF 211.77 FEET; THENCE N 74°19'28" E, A DISTANCE OF 172.20 FEET; THENCE N 24°32'58" E, A DISTANCE OF 32.74 FEET; THENCE N 15°40'33" W TO A POINT ON THE NORTH LINE OF SAID OUTLOT 'H', A DISTANCE OF 25.00 FEET; THENCE N 74°19'28" E ON SAID NORTH LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING. THE DESCRIBED BOUNDARY CONTAINS 1.34 ACRES (58,563.0 S.F.), MORE OR LESS.

OWNER: SUNSET RIDGE PROPERTY OWNERS

BOUNDARY DESCRIPTION PARCEL B:

PARCEL B OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA: THENCE N 89°07'58" E ON THE SOUTH LINE OF SAID OUTLOT 'H', A DISTANCE 48.87 FEET; THENCE N 05°41'15" E, A DISTANCE OF 211.77 FEET; THENCE N 74°19'28" E, A DISTANCE OF 172.20 FEET; THENCE N 24°32'58" E, A DISTANCE OF 32.74 FEET; THENCE N 15°40'33" W TO A POINT ON THE NORTH LINE OF SAID OUTLOT 'H', A DISTANCE OF 25.00 FEET; THENCE S 74°19'28" W ON SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID OUTLOT 'H', A DISTANCE OF 252.04 FEET; THENCE S 00°02'26" E ON THE WEST LINE OF SAID OUTLOT 'H', A DISTANCE OF 243.75 FEET TO THE POINT OF BEGINNING. THE DESCRIBED BOUNDARY CONTAINS 0.56 ACRES (24,542.2 S.F.), MORE OR LESS. OWNER: SUNSET RIDGE PROPERTY OWNERS

Public Improvements:

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

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

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

Attachment A- Location Map



397 Wilder Avenue

Exhibit B - Plat of Survey

PLAT OF SURVEY

INDEX LEGEND

LOCATION: OUTLOT 'H' SUNSET RIDGE SUBDIVISION
THIRD ADDITION, CITY OF AMES, STORY COUNTY IOWA
REQUESTOR: CITY OF AMES
PROPRIETOR: SUNSET RIDGE PROPERTY OWNERS
ASSOCIATION
SURVEYOR: MYRON G. DARINGER
SURVEYOR COMPANY: CITY OF AMES
RETURN TO: CITY OF AMES, PUBLIC WORKS ENGINEER
515 CLARK AVE., AMES, IA 50010

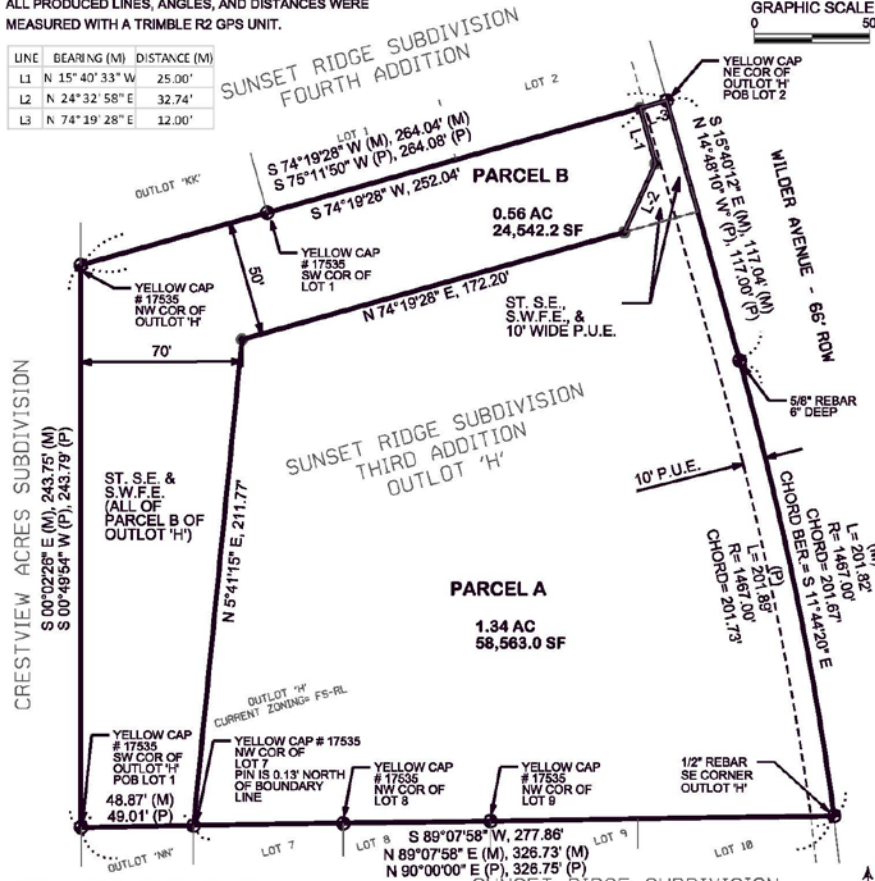
515-239-5276

SURVEYOR'S REPORT

ALL PRODUCED LINES, ANGLES, AND DISTANCES WERE
MEASURED WITH A TRIMBLE R2 GPS UNIT.

LINE	BEARING (M)	DISTANCE (M)
L1	N 15° 40' 33" W	25.00'
L2	N 24° 32' 58" E	32.74'
L3	N 74° 19' 28" E	12.00'

GRAPHIC SCALE
0 50



NOTE: ALL BEARINGS ARE ASSUMED.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS
PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED
BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT
I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER
THE LAWS OF THE STATE OF IOWA.

MYRON G. DARINGER DATE _____
PRINTED OR TYPED NAME
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019 _____

PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 AND 2

SUNSET RIDGE SUBDIVISION THIRD ADDITION

The Ames City Council approved this plat of
survey on _____, 20____
with Resolution Number _____.

I certify that it conforms to all conditions of
approval.

Planning and Housing Director

DATE	05/16/19
SCALE	1" = 50'
DRAWN	MD
FIELD BOOK	1
SHEET	1 OF 2

PLAT OF SURVEY

INDEX LEGEND

LOCATION: OUTLOT 'H' SUNSET RIDGE SUBDIVISION
THIRD ADDITION, CITY OF AMES, STORY COUNTY IOWA

REQUESTOR: CITY OF AMES

PROPRIETOR: SUNSET RIDGE PROPERTY OWNERS
ASSOCIATION

SURVEYOR: MYRON G. DARINGER

SURVEYOR COMPANY: CITY OF AMES

RETURN TO: CITY OF AMES, PUBLIC WORKS ENGINEER
515 CLARK AVE., AMES, IA 50010

BOUNDARY DESCRIPTION PARCEL A

PARCEL A OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA: THENCE S 15°40'12" E ON THE EAST LINE OF SAID OUTLOT 'H' BEING THE WEST RIGHT-OF-WAY OF WILDER AVENUE, A DISTANCE 117.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST WITH A LENGTH OF 201.82 FEET, A RADIUS OF 1467.00 FEET, A CHORD DISTANCE OF 201.67 FEET, AND A CHORD BEARING OF S 11°44'20" E, ENDING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'H'; THENCE S 89°07'58" W, ON THE SOUTH LINE OF SAID OUTLOT 'H', A DISTANCE OF 277.86 FEET; THENCE N 05°41'15" E, A DISTANCE OF 211.77 FEET; THENCE N 74°19'28" E, A DISTANCE OF 172.20 FEET; THENCE N 24°32'58" E, A DISTANCE OF 32.74 FEET; THENCE N 15°40'33" W TO A POINT ON THE NORTH LINE OF SAID OUTLOT 'H', A DISTANCE OF 25.00 FEET; THENCE N 74°19'28" E ON SAID NORTH LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED BOUNDARY CONTAINS 1.34 ACRES (58,563.0 S.F.), MORE OR LESS.

OWNER: SUNSET RIDGE PROPERTY OWNERS

BOUNDARY DESCRIPTION PARCEL B

PARCEL B OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT 'H', SUNSET RIDGE SUBDIVISION, THIRD ADDITION, TO THE CITY OF AMES, STORY COUNTY, IOWA: THENCE N 89°07'58" E ON THE SOUTH LINE OF SAID OUTLOT 'H', A DISTANCE 48.87 FEET; THENCE N 05°41'15" E, A DISTANCE OF 211.77 FEET; THENCE N 74°19'28" E, A DISTANCE OF 172.20 FEET; THENCE N 24°32'58" E, A DISTANCE OF 32.74 FEET; THENCE N 15°40'33" W TO A POINT ON THE NORTH LINE OF SAID OUTLOT 'H', A DISTANCE OF 25.00 FEET; THENCE S 74°19'28" W ON SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID OUTLOT 'H', A DISTANCE OF 252.04 FEET; THENCE S 00°02'26" E ON THE WEST LINE OF SAID OUTLOT 'H', A DISTANCE OF 243.75 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED BOUNDARY CONTAINS 0.56 ACRES (24,542.2 S.F.), MORE OR LESS.

OWNER: SUNSET RIDGE PROPERTY OWNERS

LEGEND

- MONUMENT FOUND
- MONUMENT SET
5/8" REBAR W/ ORANGE CAP
19758

(M) MEASURED
(P) PLATTED
(R) RECORDED
POB = POINT OF BEGINNING

S.W.F.E. = SURFACE WATER FLOWAGE EASEMENT
ST. S.E. = STORM SEWER EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT

NOTE: THE CITY OF AMES, IOWA HAS THE PERPETUAL RIGHT TO CONSTRUCT, RECONSTRUCT, MAINTAIN, REPAIR AND USE UTILITY SERVICES AND APPARATUS UPON, UNDERGROUND, OVER AND ACROSS THE EASEMENT LANDS SHOWN ON THIS PLAT.

DATE
05/18/19
SCALE
1" = 50'
DRAWN
MD
FIELD BOOK
1
SHEET 2 OF 2

ITEM #: 29
DATE: 07-09-19

COUNCIL ACTION FORM

REQUEST: SCENIC VALLEY SUBDIVISION, FOURTH ADDITION MAJOR FINAL PLAT

BACKGROUND INFORMATION:

Hunziker Development Co., LLC, has submitted a final subdivision plat for Scenic Valley Subdivision, Fourth Addition, which is a partial platting of an approved preliminary plat affecting the northern portion of the site. The subject area of this plat was part of a Major Amendment to the Preliminary Plat approved by the City Council on December 11, 2018 that addressed reconfiguration of lots and storm water improvements.

The proposed final plat includes 23 residential lots for single-family detached homes along the Barcelos Street. The lots will be platted along Aldrin Avenue and Everest Avenue, and one cul-de-sac, Everest Circle. Aldrin and Everest Avenues will continue north with future additions.

The applicant has provided an agreement for the installation of street trees and sidewalks. The agreement requires the financial security for the sidewalks which must be installed the earlier of three years or prior to issuance of a certificate of occupancy for a house on the lot. Due to replatting of the area the sidewalks will be five feet in width rather than the previously permitted four feet.

The developer has provided a letter of credit in the amount of \$740,370.35 for the completion of public improvements including sidewalks, which the City Council is asked to accept, along with those improvements already completed.

The approval of the preliminary plat included two conditions. An easement to allow storm water to drain off site into a wetland on an adjacent property controlled by Kurt Friedrich and that easements will be included that allow utilities to extend to the north plat boundary in order to serve development of adjacent properties. The first condition has been met with the submittal of an off-site storm water easement that will be recorded with the final plat.

Due to the extent of the proposed addition, there is an outlot for future development (Outlot V) that separates the proposed new lots and improvements from the abutting properties to the north. Staff has commented that with the potential annexation of the lands to the north, provision of easements is needed at this time. **Rather than dedicate public easements for utility extensions, the property owner proposes to enter into a private agreement with Kurt Friedrich for coordination of utility extensions and public easements. Although the City is not a party to this agreement, the intent of securing the ability to extend utilities to the north is met. The signed agreement will need to be returned to the City for final plat approval and for it to be recorded with the final plat.**

ALTERNATIVES:

1. The City Council can approve the following two items:
 - a. Approve the Final Plat of Scenic Valley Subdivision, Fourth Addition, based upon findings that the Final Plat conforms to relevant and applicable design standards, ordinances, policies, and plans, and receipt of the signed utility easement private agreement for Outlot V.
 - b. Accept the completed improvements along with the Improvement Agreement and financial security in lieu of the installation of the remaining required improvements.
2. The City Council can deny the Final Plat for Scenic Valley Subdivision, Fourth Addition if it finds that the development creates a burden on existing public improvements or creates a need for new public improvements that have not yet been installed.

CITY MANAGER’S RECOMMENDED ACTION:

City staff has evaluated the proposed final subdivision plat and determined that the proposal is consistent with the preliminary plat approved by City Council and that the plat conforms to the adopted ordinances and policies of the City as required by Code.

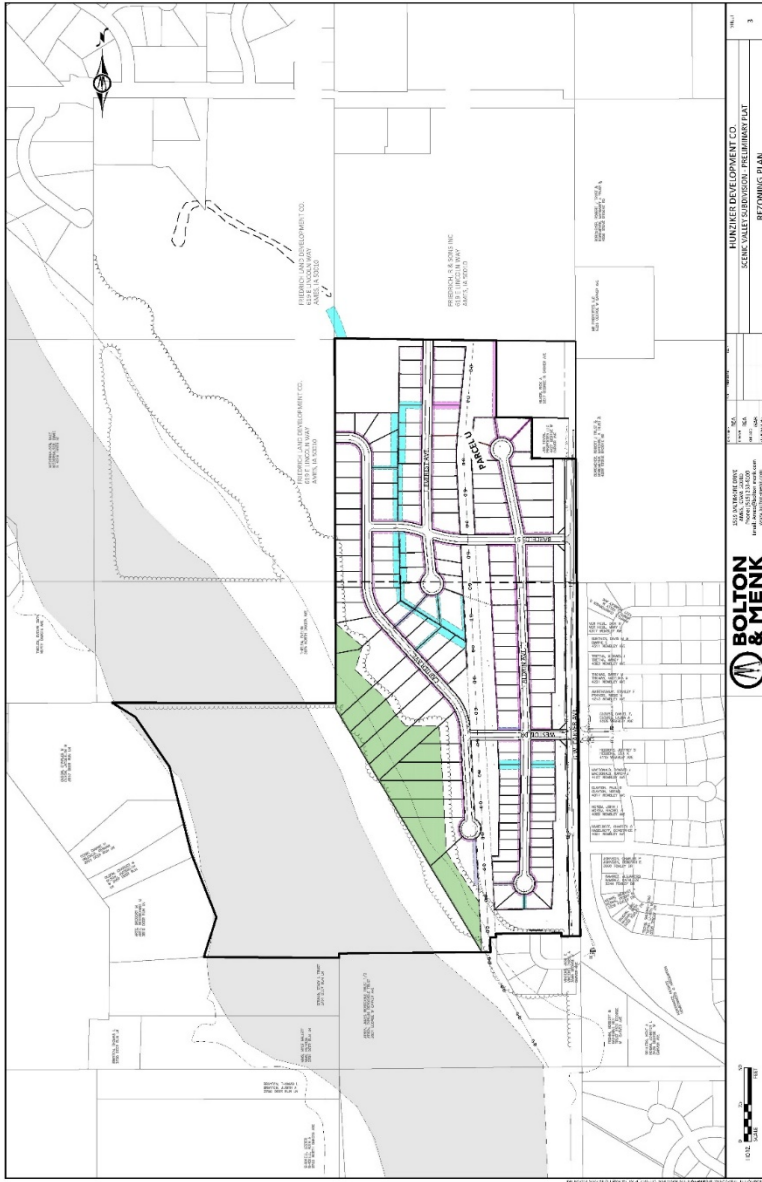
Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 as described above.

Attachment A: Zoning and Location Map

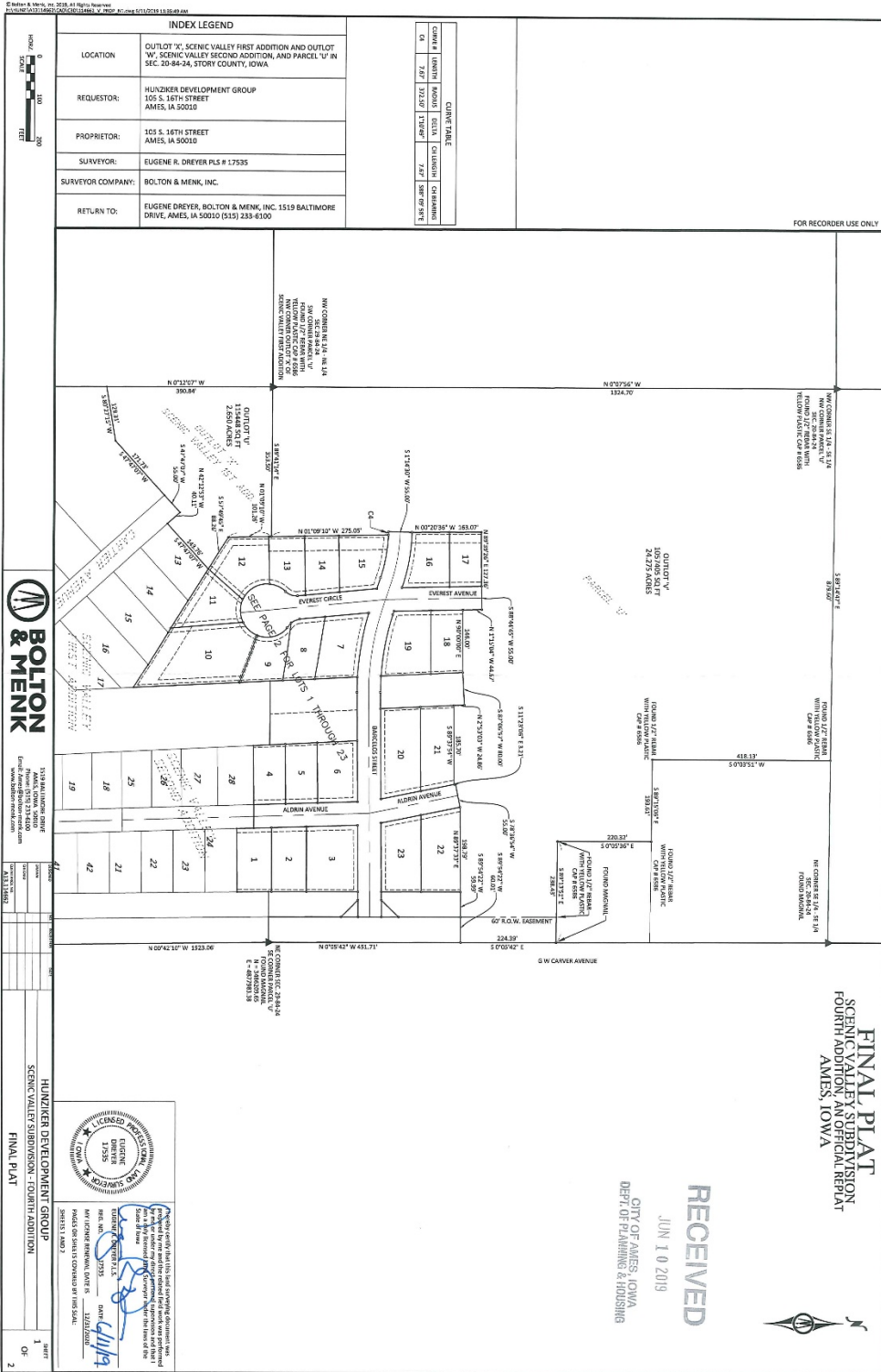


Scenic Valley 4th Addition

Attachment B: Preliminary Plat (Amended)



Attachment C: Proposed Lot Layout



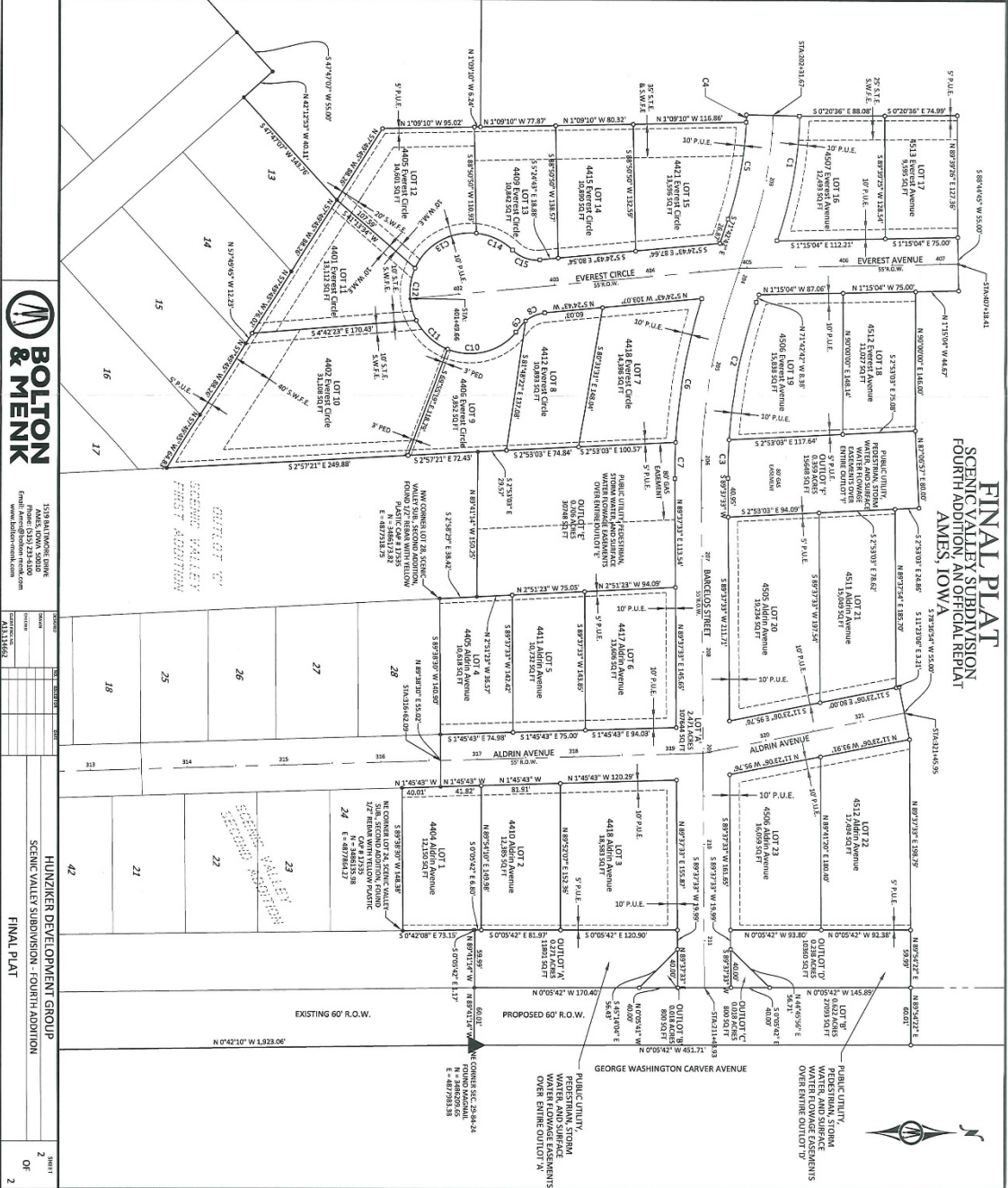
GRIDLINE	LENGTH	AMOUNT	DATA	CONDITION	CHANGING
C1	131.07'	42.02%	12.00%	13.00%	13.00%
C2	102.21'	53.02%	14.00%	14.00%	14.00%
C3	104.21'	53.02%	14.00%	14.00%	14.00%
C4	104.21'	53.02%	14.00%	14.00%	14.00%
C5	104.21'	53.02%	14.00%	14.00%	14.00%
C6	104.21'	53.02%	14.00%	14.00%	14.00%
C7	104.21'	53.02%	14.00%	14.00%	14.00%
C8	104.21'	53.02%	14.00%	14.00%	14.00%
C9	104.21'	53.02%	14.00%	14.00%	14.00%
C10	104.21'	53.02%	14.00%	14.00%	14.00%
C11	104.21'	53.02%	14.00%	14.00%	14.00%
C12	104.21'	53.02%	14.00%	14.00%	14.00%
C13	104.21'	53.02%	14.00%	14.00%	14.00%
C14	104.21'	53.02%	14.00%	14.00%	14.00%
C15	104.21'	53.02%	14.00%	14.00%	14.00%

- NOTES:**
1. THIS SCENIC VALLEY SUBDIVISION, FOURTH ADDITION, IS IN THE NORTHWEST 1/4 OF SECTION 28-84-24 AND THE SOUTHWEST QUARTER 1/4 OF SECTION 28-84-24.
 2. THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 28-84-24 BEARS N 17° 15' 00" E 100.00' TO THE SOUTHWEST CORNER, A TOTAL AREA OF 39.000 ACRES.
 3. 276,899 SQ. FT. ARE REQUIRED IN AREAS WITHIN THE PLAT WHICH HAVE BEEN IDENTIFIED BY THE CITY OF AMES AS HAVING SOILS THAT REQUIRE CONSTRUCTION OF BUILDINGS SPECIFIC TO SYSTEM, IOWA NORTH ZONE, PHASE 3.
 4. THIS SUBDIVISION MEETS OR EXCEEDS IOWA CODE 85.8 (13) WHICH REQUIRES THAT ALL LOTS BE DEDICATED TO THE CITY OF AMES FOR STREET PURPOSES.
 5. THE CITY OF AMES HAS DEDICATED TO THE CITY OF AMES FOR STREET PURPOSES.
 6. THIS SUBDIVISION MEETS OR EXCEEDS IOWA CODE 85.8 (13) WHICH REQUIRES THAT ALL LOTS BE DEDICATED TO THE CITY OF AMES FOR STREET PURPOSES.
 7. THE CITY OF AMES HAS DEDICATED TO THE CITY OF AMES FOR STREET PURPOSES.
 8. LOT 18, CONTAINING 27,933 SQUARE FEET IS TO BE DEDICATED TO THE CITY OF AMES FOR STREET PURPOSES.
 9. EASEMENTS AS SHOWN.
 10. OUTLOTS U & V ARE RESERVED FOR FUTURE DEVELOPMENT AND SHALL BE SUBJECT TO THE CITY OF AMES FOR STREET PURPOSES.
 11. OUTLOTS C & E ARE RESERVED FOR PUBLIC UTILITY PURPOSES AND SHALL BE SUBJECT TO THE CITY OF AMES FOR STREET PURPOSES.
 12. PAVED STORM WATER AND SURFACE WATER FLOWAGE BASEMENTS OVER THE ENTIRE OUTLOTS.

LEGAL DESCRIPTION
 PARCEL 'V' IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 20, COUNTY, IOWA.
 PARCEL 'U' IN THE NORTH 1/4, RANGE 24 WEST OF THE 5TH PA. S. 35TH W.

LEGEND

- ROUND 5/16" P.C.P. REBAR WITH PLASTIC CAP HEADS, UNLESS OTHERWISE NOTED.
- ▲ ROUND SECTION CORNER, AS NOTED.
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP HEADS.
- SET 3/8" X 24" REBAR WITH YELLOW PLASTIC CAP HEADS.
- ROUND 5/16" P.C.P. REBAR WITH YELLOW PLASTIC CAP HEADS.
- ▲ RECORDED DIMENSION.
- PUBLIC UTILITY EASEMENT.
- S.T.E. STORM SEWER EASEMENT.
- PEDESTRIAN EASEMENT.
- WALK, WATERMAIN EASEMENT.
- S.W.F.E. STORM WATER FLOWAGE EASEMENT.



1530 N. UNIVERSITY AVENUE, SUITE 200
 DES MOINES, IOWA 50319
 TEL: 515.281.3300 FAX: 515.281.3301
 WWW.BOLTONMENK.COM

NO.	DATE	DESCRIPTION
1	04/11/2020	ISSUED FOR PERMIT

HUNZIKER DEVELOPMENT GROUP
 SCENIC VALLEY SUBDIVISION - FOURTH ADDITION
 FINAL PLAT

Attachment D: Applicable Subdivision Law

The laws applicable to this Preliminary Plat Subdivision include, but are not limited to, the following: (verbatim language is shown in *italics*, other references are paraphrased):

Code of Iowa Chapter 354, Section 8 requires that the governing body shall determine whether the subdivision conforms to its Land Use Policy Plan.

Ames Municipal Code Chapter 23, Subdivisions, Division I, outlines the general provisions for subdivisions within the City limits and within two miles of the City limits of Ames.

Ames Municipal Code Section 23.302(10):

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

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

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

(c) The City Council may:

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

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

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

(e) Following such examination, and within 60 days of the Applicant's filing of the complete Application for Final Plat Approval of a Major Subdivision with the Department of Planning and Housing, the City Council shall approve, approve subject to conditions, or disapprove the Application for Final Plat Approval of a Major Subdivision. The City Council shall set forth its reasons for disapproving any Application or for conditioning its approval of any Application in its official records and shall provide a written copy of such reasons to the developer. The City Council shall pass a resolution accepting the Final Plat for any Application that it approves. (*Ord. No. 3524, 5-25-99*)

ITEM: 29b
DATE: ~~06-25-19~~
07-09-19

COUNCIL ACTION FORM

**SUBJECT: PARKING REGULATIONS FOR SCENIC VALLEY SUBDIVISION,
FOURTH ADDITION**

BACKGROUND:

In response to final platting of the Scenic Valley Subdivision, fourth addition, there will be new residential streets added to the city. To maintain safe two-way traffic and access for emergency vehicles parking will need to be prohibited on one side of the street. Typically, parking is prohibited on the same side of the street where the fire hydrants are placed to maximize available parking.

The new streets with proposed parking regulations are as follows:

1. Barcelos Street – No parking at all times on the south side.
2. Everest Avenue – No parking at all times on the east side.
3. Everest Circle – No parking at all times on the east side.

To begin the process, the City Attorney will need to draft an ordinance establishing no parking regulations. A map of the proposed no parking regulations has been provided in Attachment A.

ALTERNATIVES:

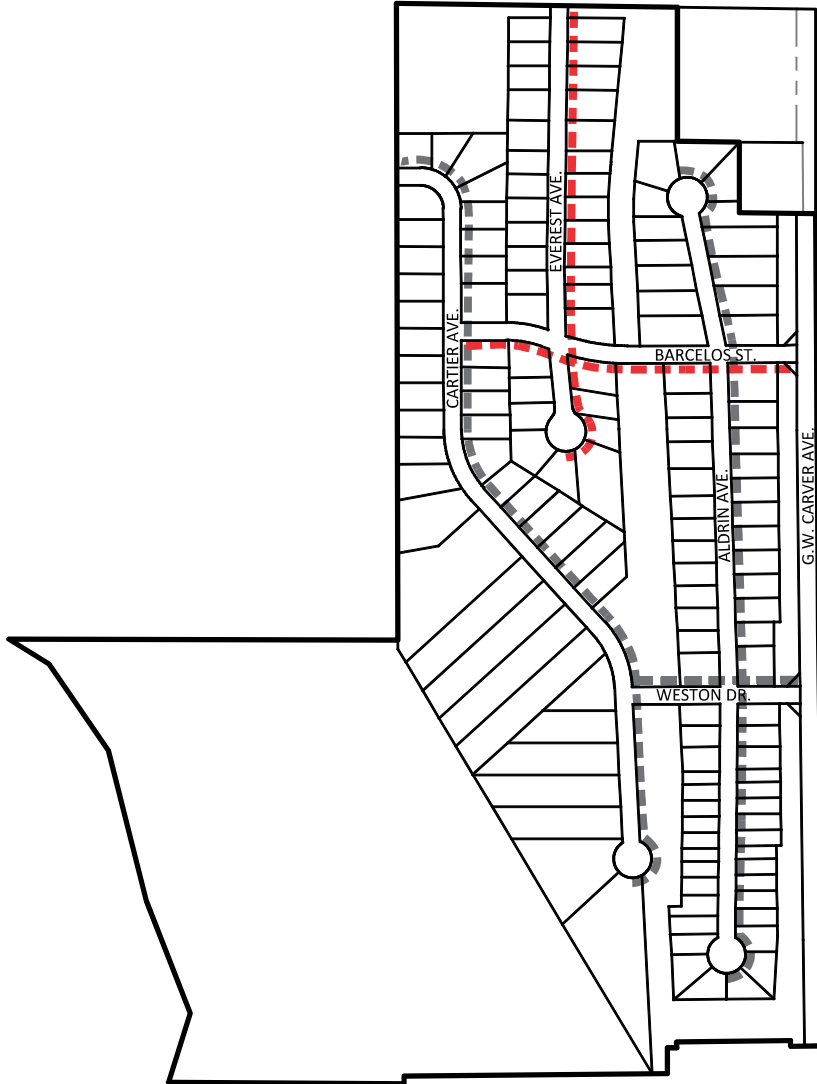
1. Direct the City Attorney to draft an ordinance establishing no parking on:
 - a. The south side of Barcelos Street
 - b. The east side of Everest Avenue
 - c. The east side of Everest Circle.
2. Reject the proposed parking regulations.

MANAGER'S RECOMMENDED ACTION:

Establishing consistent no parking regulations will ensure safe access for all users along these new residential streets. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

Attachment A

Scenic Valley Subdivision



LOCATION MAP

Proposed No Parking - - - - -

Existing No Parking - - - - -

COUNCIL ACTION FORM

SUBJECT: DEERY SUBDIVISION, PLAT 2, MINOR FINAL PLAT FOR 1810 SE 16TH STREET

BACKGROUND:

The property owners of 1810 SE 16th Street, AmKin18, LLC and Ambrose Properties, LC are requesting approval of a Final Plat for Deery Subdivision Plat 2, which is a Minor Subdivision of 4.55 acres. A minor subdivision includes three, or fewer, lots and does not require additional public improvements. A minor subdivision does not require a Preliminary Plat, and may be approved by the City Council as a Final Plat, only, subject to the applicant completing the necessary requirements.

The proposed Final Plat divides Parcel A into two new buildable lots. Deery Subdivision is generally located between Southeast 16th Street and Highway 30 and west of the interchange of Highway 30 and S. Dayton Avenue and is located within the “HOC” (Highway-Oriented Commercial) Zoning District (see *Attachment A – Location & Zoning Map*)

Parcel A includes approximately 4.55 acres and is proposed to be divided into Lot 1 (2.96 acres), and Lot 2 (1.59 acres). Parcel A is located at 1810 SE 16th Street, and was recently received site plan approval for a new Spring Hill Suites Hotel. The hotel is to be located on the area identified as the new Lot 1. Construction has not yet begun. The future development of Lot 2 is yet to be determined.

Both Lot 1 and 2 will each have access off of SE 16th Street. An internal drive may also connect the two lots to allow internal circulation. However, no cross access is required with the proposed plat. A shared access easement does exist along the east property line of proposed Lot 2 that was required with the prior subdivision approval. Public utilities serve both proposed lots. Sidewalk has not yet been constructed along the frontage of SE 16th Street.

The applicant has provided an agreement for the installation of street trees and sidewalks. The agreement requires street tree planting and sidewalk installation on the south side of the S.E. 16th Street right-of-way prior to occupancy of structures on each lot as they develop. No financial security is required. The proposed lots are also subject to the original Deery Subdivision and Master Plan requirements for public improvements, common area, and easements.

After reviewing the proposed Final Plat of Deery Subdivision, Plat 2, staff finds that it complies with all relevant and applicable design and improvement standards of the Subdivision Regulations, to the City’s Land Use Policy Plan, to other adopted City plans, ordinances and standards, and to the City’s Zoning Ordinance.

ALTERNATIVES:

1. Approve the Final Plat of Deery Subdivision, Plat 2 based upon the findings and conclusions stated above.
2. Deny the Final Plat of Deery Subdivision, Plat 2 and find that the proposed subdivision does not comply with applicable ordinances, standards or plans.
3. Refer this request back to staff or the applicant for additional information.

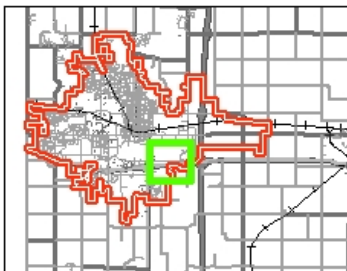
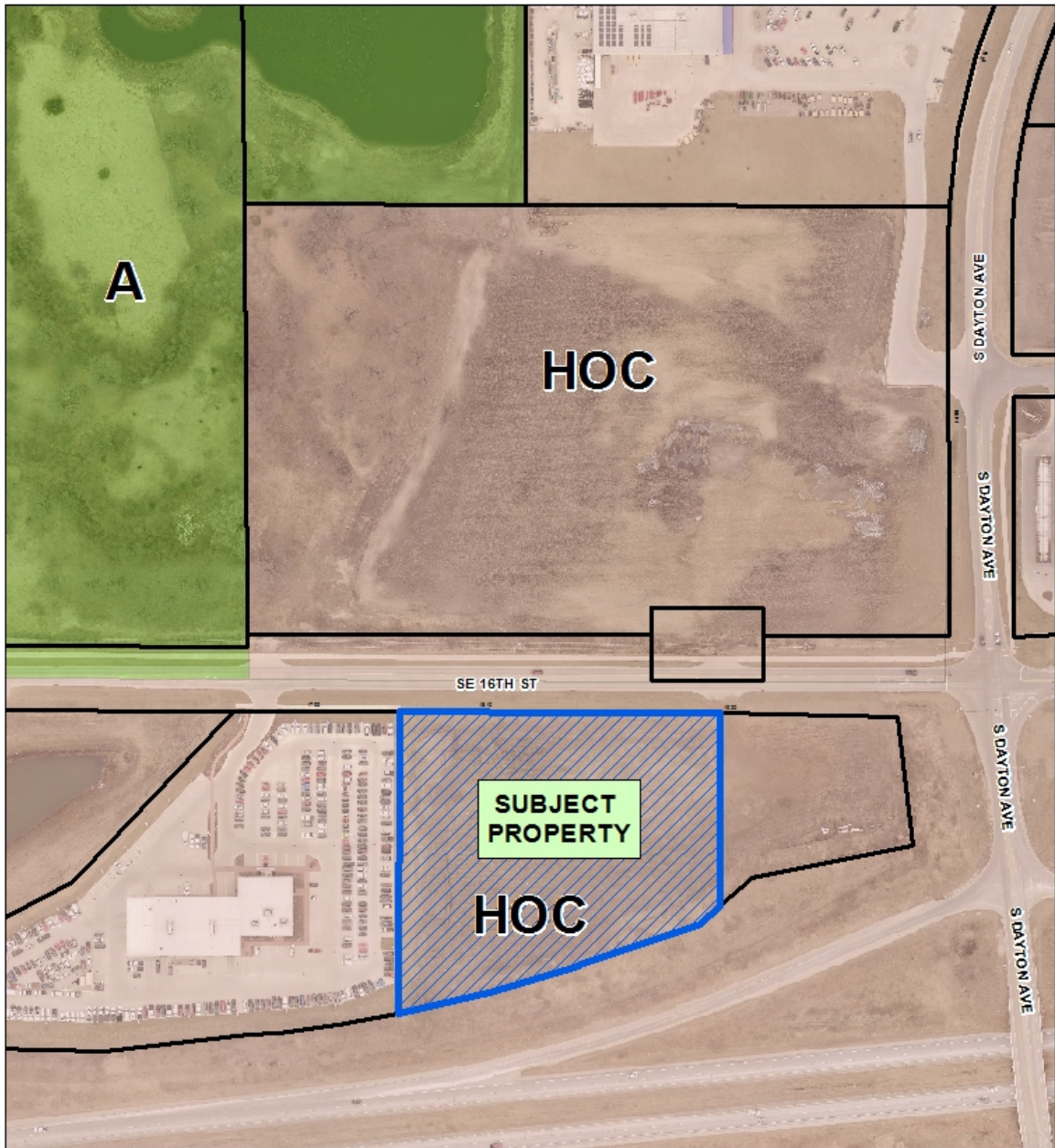
CITY MANAGER’S RECOMMENDED ACTION:

City staff has evaluated the proposed Final Plat of Deery Subdivision, Plat 2, and determined that the proposal is consistent with the requirements of the Municipal Code.

The applicant has provided an agreement for the installation of street trees and sidewalks. The agreement requires street tree planting and sidewalk installation on the south side of the S.E. 16th Street right-of-way prior to occupancy of structures on each lot as they develop. No financial security is required. Other public improvements required by the original Deery Subdivision and Master Plan requirements have either been completed or deferred.

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

Attachment A – Location Map

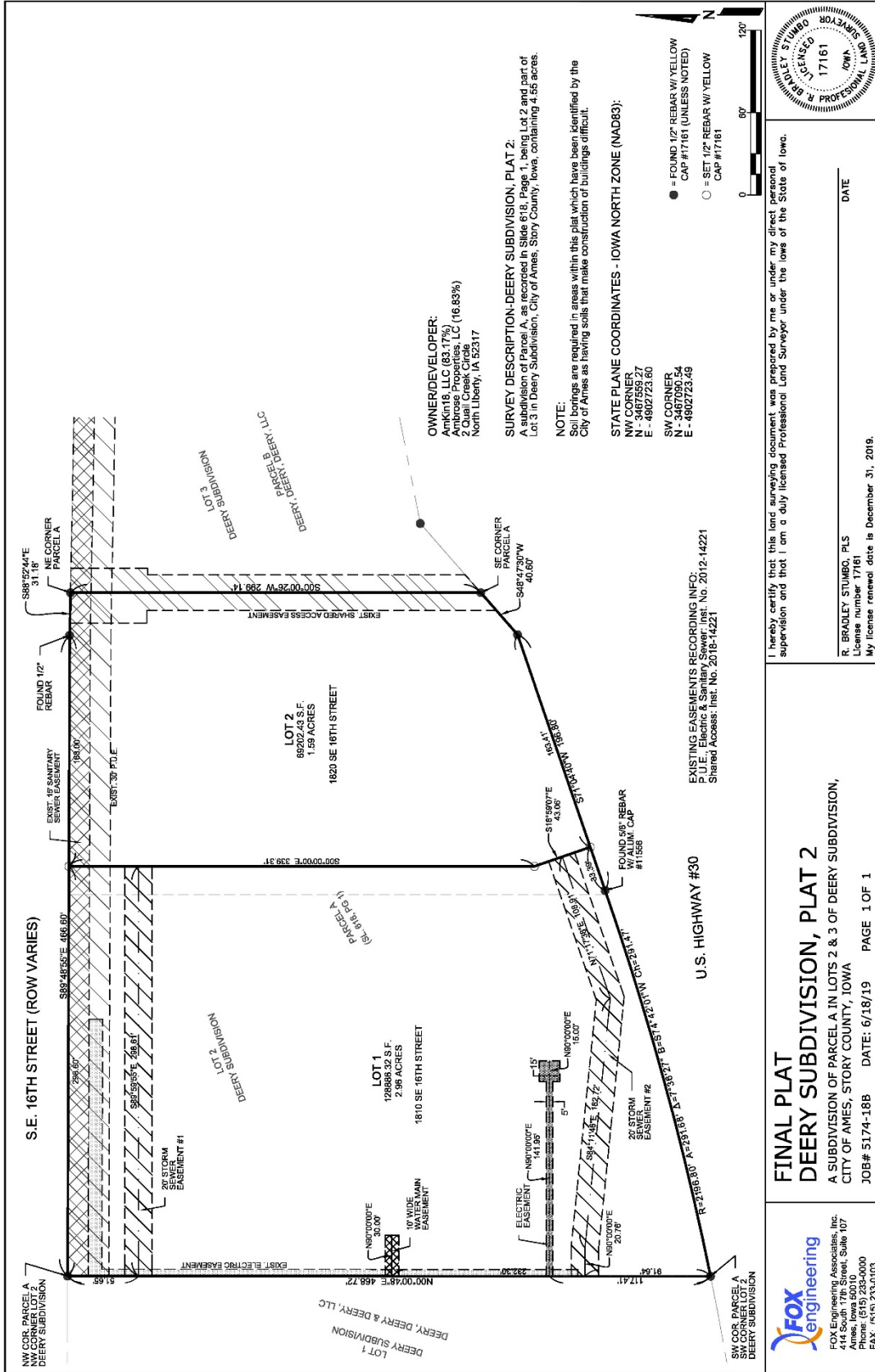


LOCATION & ZONING MAP 1610 SE 16th St

0 125 250 500 Feet

Legend
[Blue hatched box] PARCEL selection
[White box with black border] PARCELS

Attachment B – Final Plat of Deery Subdivision, Plat 2



Attachment C – Applicable Laws and Policies Pertaining to Final Plat Approval

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

Code of Iowa, Chapter 354.8 states in part:

A proposed subdivision plat lying within the jurisdiction of a governing body shall be submitted to that governing body for review and approval prior to recording. Governing bodies shall apply reasonable standards and conditions in accordance with applicable statutes and ordinances for the review and approval of subdivisions. The governing body, within sixty days of application for final approval of the subdivision plat, shall determine whether the subdivision conforms to its comprehensive plan and shall give consideration to the possible burden on public improvements and to a balance of interests between the proprietor, future purchasers, and the public interest in the subdivision when reviewing the proposed subdivision and when requiring the installation of public improvements in conjunction with approval of a subdivision. The governing body shall not issue final approval of a subdivision plat unless the subdivision plat conforms to sections 354.6, 354.11, and 355.8.

Ames *Municipal Code* Section 23.303(3) states as follows:

(3) City Council Action on Final Plat for Minor Subdivision:

(a) All proposed subdivision plats shall be submitted to the City Council for review and approval in accordance with Section 354.8 of the Iowa Code, as amended or superseded. Upon receipt of any Final Plat forwarded to it for review and approval, the City Council shall examine the Application Form, the Final Plat, any comments, recommendations or reports examined or made by the Department of Planning and Housing, and such other information as it deems necessary or reasonable to consider.

(b) Based upon such examination, the City Council shall ascertain whether the Final Plat conforms to relevant and applicable design and improvement standards in these Regulations, to other City ordinances and standards, to the City's Land Use Policy Plan and to the City's other duly adopted plans. If the City Council determines that the proposed subdivision will require the installation or upgrade of any public improvements to provide adequate facilities and services to any lot in the proposed subdivision or to maintain adequate facilities and services to any other lot, parcel or tract, the City Council shall deny the Application for Final Plat Approval of a Minor Subdivision and require the Applicant to file a Preliminary Plat for Major Subdivision.

COUNCIL ACTION FORM

SUBJECT: SUBDIVISION FOR INTEGRATED SITE PLAN OF SOUTHWOOD 4th ADDITION FINAL PLAT

BACKGROUND:

The City's subdivision regulations are included in Chapter 23 of the Ames Municipal Code. The Final Plat must be found to conform to the ordinances of the City and any conditions placed upon the Preliminary Plat approval. After City Council approval of the Final Plat, it must then be recorded with the County Recorder to become an officially recognized subdivision plat with new lots.

The proposed major final plat is unique in that is a component of an Integrated Site Plan approval process as defined in 23.705 of the Ames Municipal Code. On November 13, 2018, City Council approved a Major Site Development Plan in conjunction with the Preliminary Plat to allow for collective site improvements for the development of the site. The approved Integrated Site Development Plan allows for review of an entire site for compliance with development standards rather than for each lot to meet the standards. The proposed final plat includes nine lots that may be individually developed, but shall operate collectively for site improvements purposes, such as parking, landscaping, and lighting. The proposed lots lines also divide the existing former K-Mart building into three lots.

Small adjustments to the proposed lot lines creating Lots 1, 2, and 3 have been made since the Preliminary Plat was approved. These minor adjustments to the configuration of Lots 1, 2, and 3 only affect the division of the interior of the existing former K-Mart building and do not affect the overall layout and design of the site. Prior to the use of the existing building for any purpose, compliance with the Building Code will be required, including construction of firewalls.

As an Integrated Site Plan there are unique Subdivision Code requirements for the final plat that are in addition to the typical standards for a major final plat approval. **A Development Agreement is proposed with the final plat to address the phasing of the improvements. In the event no agreement for phasing is approved, full development of the site consistent with the approved Site Development Plan would be required within two years, per the Subdivision Code requirements.**

The proposed agreement includes "conditions precedent" that the site will be acquired by the developer from the current property owner for the agreement to be effective. The primary features of the proposed phasing plan outlined within the agreement include the following:

1. The Initial Phase, as defined in the Development Agreement, includes Lots 1, 2 and 3 that divide the existing building and include other site improvements. All improvements are required with the Initial Phase to these lots, as well as,

- the front yard landscaping along S. 16th Street.
2. Use of Lot 1 with interior mini-storage, per the approved special use permit, is not allowed without completing facade improvements to the building on Lot 2 and Lot 3.
 3. No use of the building on Lots 1, 2, and 3 can be permitted without conforming to the building code requirements, including new firewalls.
 4. After the initial phase, the remaining lots may be developed in any order subject to coordination of improvements to serve the lots as approved by the Planning Director.
 5. The agreement provides for a 10 year vesting period of the approved Site Development Plan.

The agreement also includes references to the approved site plan and Special Use Permit, allowing interior climate controlled storage, and covenants acknowledging the requirement to use and operate the site collectively. This is required regardless of ownership of the site. Additionally, notes have been placed on the plat that acknowledge shared use of parking, pedestrian ways, circulation, common spaces, and maintenance of improvements and landscaping. These notes are a requirement of an Integrated Site Plan Subdivision.

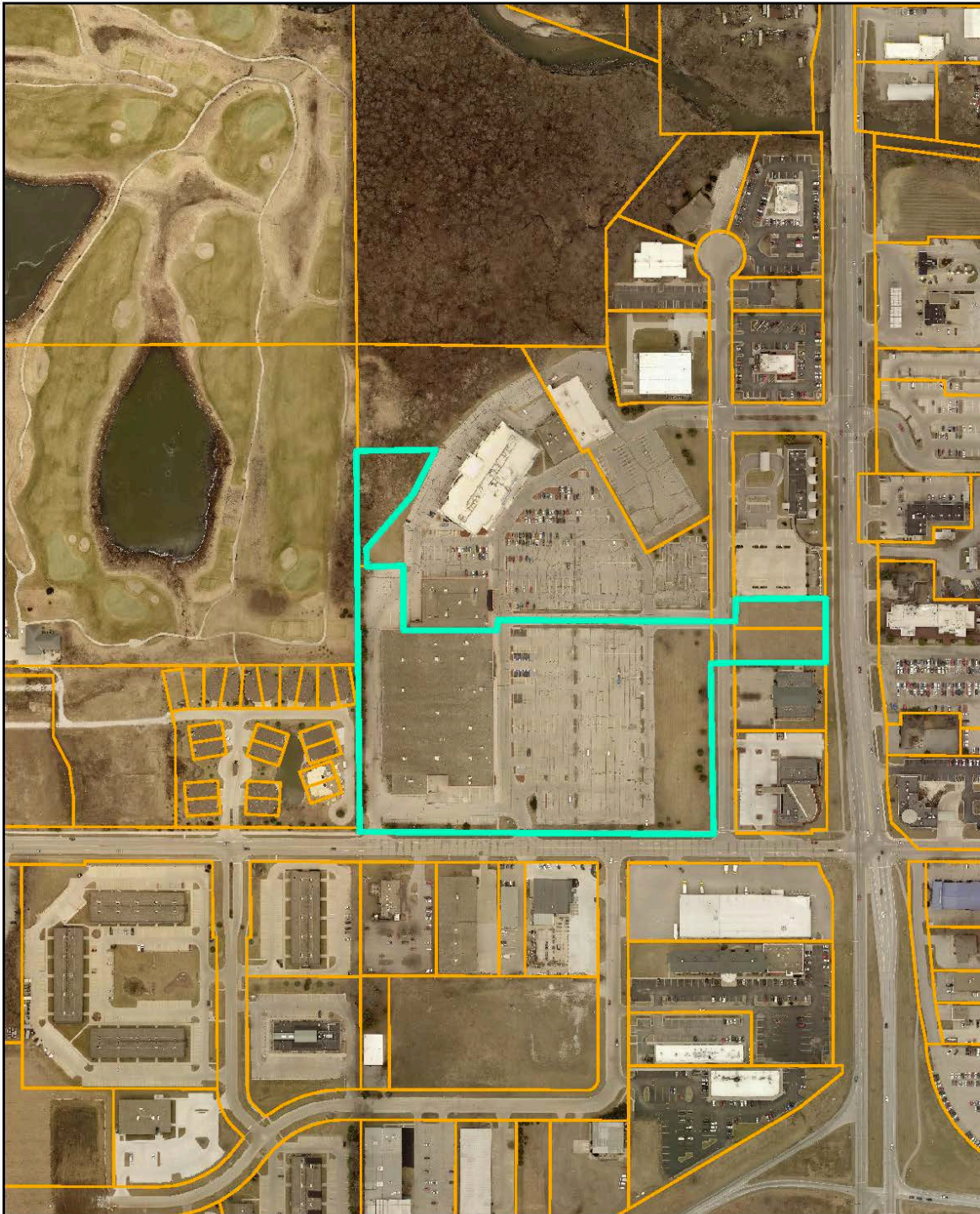
ALTERNATIVES:

1. The City Council can approve the Final Plat of the Fourth Addition to Southwood Subdivision and approve the Development Agreement, subject to receipt and approval of the final documents prior to the City Council meeting on July 9th.
2. The City Council may defer approval of the Final Plat of the Fourth Addition to Southwood Subdivision and the Development Agreement and ask for more information.
3. The City Council can deny the Final Plat of the Fourth Addition to Southwood Subdivision if it finds that the development creates a burden on existing public improvements, creates a need for new public improvements that have not yet been installed, or does not have an appropriate plan for the common use of the site and phasing of improvements.

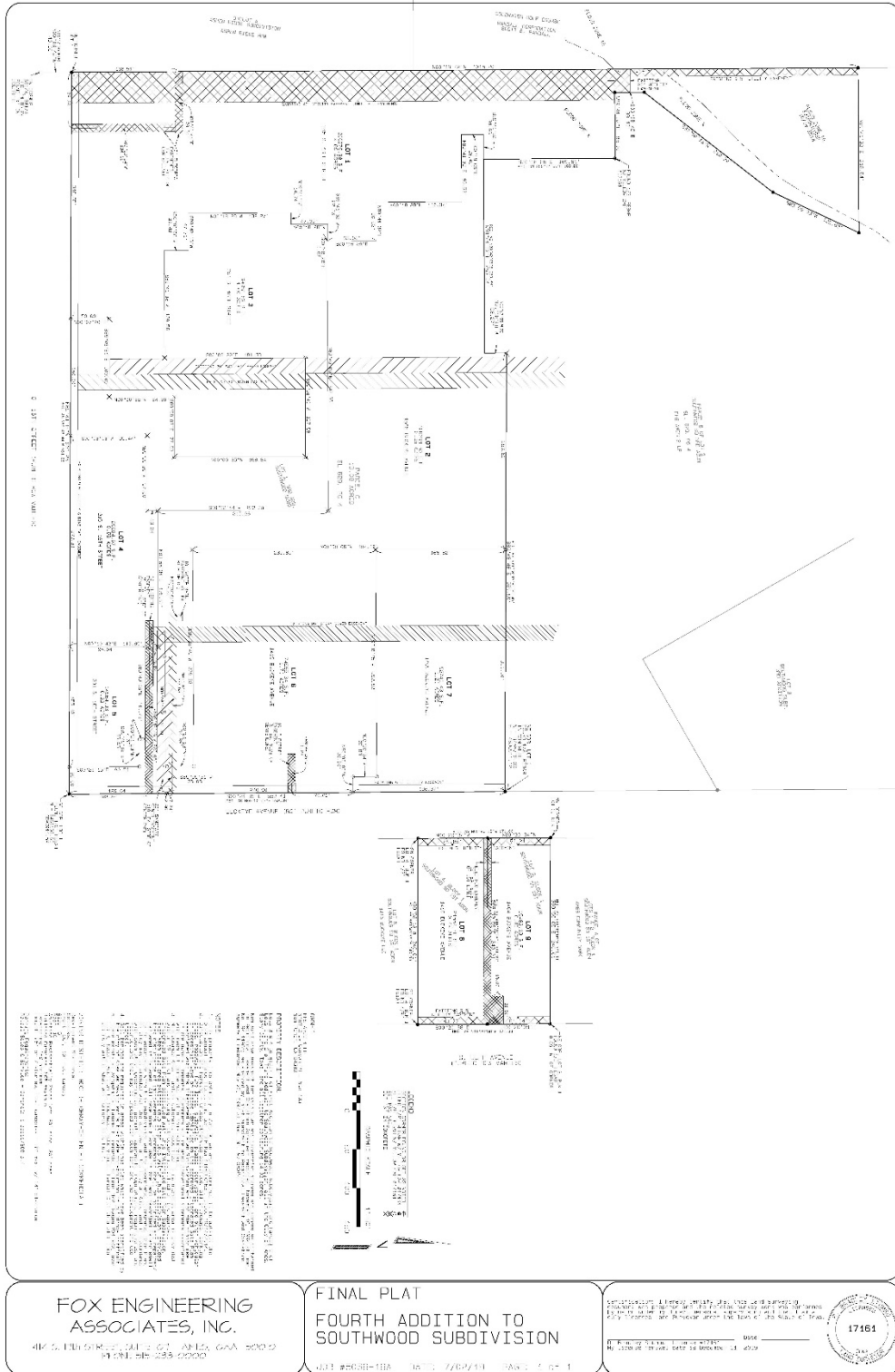
CITY MANAGER'S RECOMMENDED ACTION:

City staff has evaluated the proposed Final Plat for a major subdivision and determined preliminarily that the proposal is consistent with the Preliminary Plat approved by the City Council and that the plat conforms to the adopted ordinances and policies of the City as required for approval of an Integrated Site Plan Subdivision. **The final agreement and subdivision documents are subject to receipt and staff acceptance. A draft development agreement will be provided to City Council on Monday, July 8th. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1.**

ATTACHMENT 1: LOCATION MAP



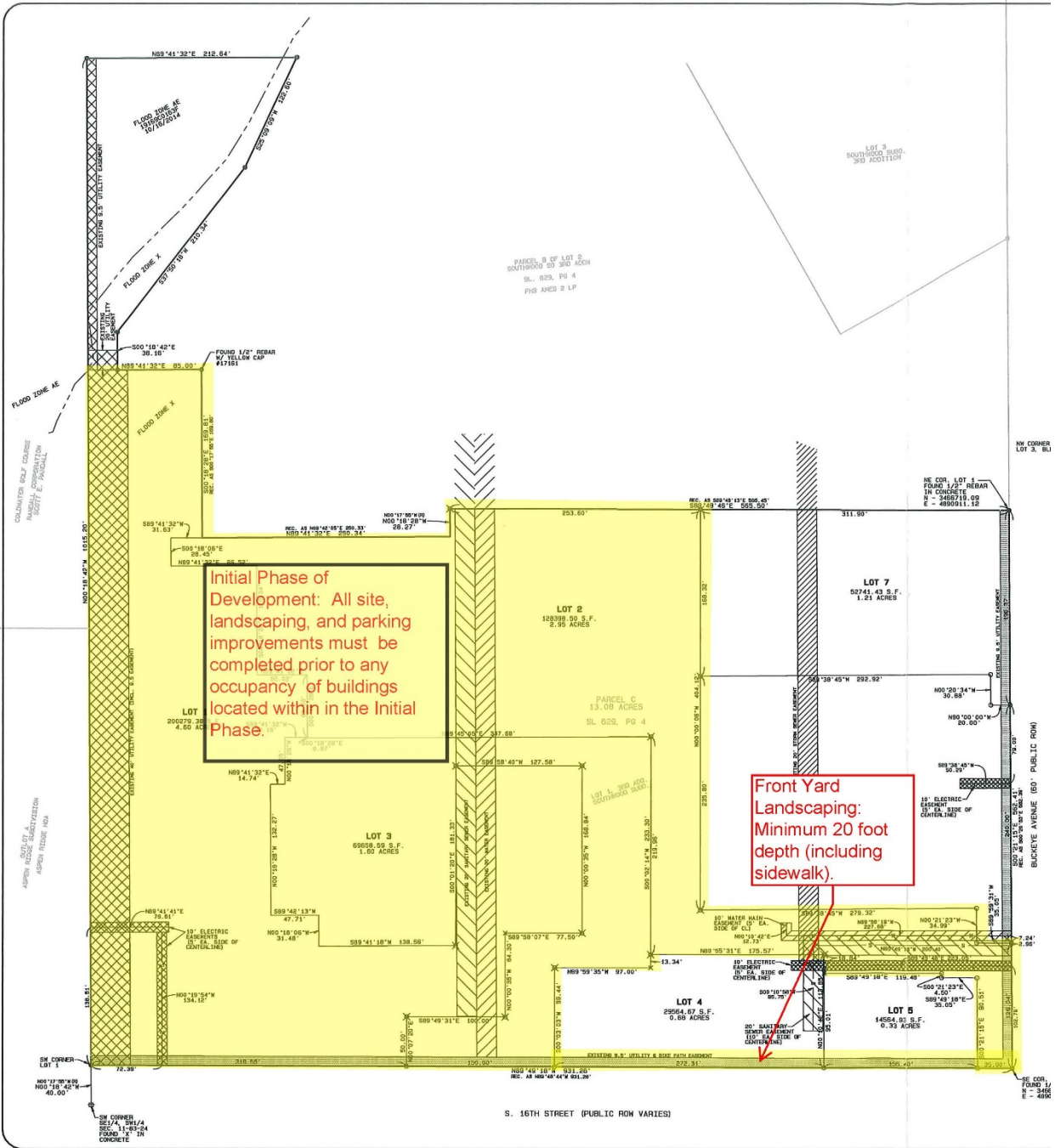
ATTACHMENT 2: FINAL PLAT



ATTACHMENT 3: DRAFT DEVELOPMENT AGREEMENT

A DRAFT AGREEMENT WILL BE SENT TO CITY COUNCIL MEMBERS ON MONDAY.

ATTACHMENT 4: INITIAL PHASE



Applicable Laws and Policies Pertaining to Final Plat Approval

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

Ames Municipal Code Section 23.302

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

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

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

(c) The City Council may:

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

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

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

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

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

23.704. REQUIREMENTS FOR INTEGRATED SITE PLAN SUBDIVISION.

(1) An Integrated Site Plan Subdivision must include a descriptive title for the subdivision, and a descriptive title for the associated Integrated Site Plan.

(a) The subdivision title must be clearly shown on the face of the plat as: “[Descriptive Title] Integrated Site Plan Subdivision”, and

(b) The site plan and associated documents must be clearly titled as: “[Descriptive Title] Integrated Site Plan”.

(2) The Integrated Site Plan Subdivision plat shall include all of the following declarations on the plat:

(a) “Circulation and Parking - Unless otherwise specified, all driveways, parking areas, roadways, fire lanes, sidewalks, plazas, courtyards, and other vehicular or pedestrian ways or spaces identified on the approved Integrated Site Plan associated with this Integrated Site Plan Subdivision are for the common use of the owners, tenants, customers and related operational interests associated with each lot contained within this subdivision.”

(b) “Maintenance Area. Unless otherwise specified, a maintenance area is provided within 10 feet of any building or structure identified on the approved Integrated Site Plan associated with this Integrated Site Plan Subdivision, even when said area extends onto other lots within this subdivision, provided that disturbance of improvements or landscaping shall be minimized and repaired/replaced if damaged.” “All development and use of the land described herein shall be in accordance with this subdivision and the associated [Descriptive Title] Integrated Site Plan, as they may be amended with the approval of the City of Ames, and in accordance with such other governmental permits, approvals, regulations, requirements, and restrictions that may be imposed upon such land and the development and use thereof.”

(3) Setbacks. All buildings and structures contained in the Integrated Site Plan Subdivision are subject to the following setback provisions:

(a) Setbacks along the outer perimeter of the subdivision plat shall conform to the setbacks of the underlying zone.

(b) Setbacks are not required from interior property lines within the Integrated Site Plan Subdivision. However, property lines may not bisect buildings unless a firewall is located along said property line.

(4) Landscaping. The landscaping standards of the underlying zone apply to each lot within the subdivision, except as follows:

(a) Minimum area landscaping calculations may be based on the area of landscaping in the entire subdivision rather than the area of landscaping on individual lots within the subdivision subject to conformance with phasing provisions in Section 23.705.

(b) Required parking lot perimeter landscaping along interior property lines may (subject to conformance with phasing provisions in Section 23.705) be relocated to the other areas of the subdivision, provided that:

(i) the total amount of parking lot landscaping is not diminished from that which would be required if each lot were platted and developed independently; and

(ii) Any required landscape medians and islands are provided in all parking areas.

(5) Frontage Improvements. All Integrated Site Plan Subdivisions shall include street improvements specified in Section 23.403.

(6) All circulation and parking improvements defined on the face of the plat or on the associated Integrated Site Plan, as well as exterior lighting fixtures, landscaping, signage, fixtures and other improvements required by the provisions of the Integrated Site Plan, and/or which serve multiple lots within the subdivision, are to be included in or owned by an association or legal entity in which the owners of each lot or parcel in the divided property have a legal or beneficial interest.

(7) Maintenance of Improvements. All improvements required to comply with the minimum provisions of the Integrated Site Plan, including areas and features on individual lots that collectively contribute to total compliance with minimum standards for parking, circulation, pedestrian access, landscaping, as well as any improvements that are for the collective use of all property owners and/or tenants (such as signage, fixtures, dumpster enclosures, etc.), shall be maintained by an owners association or other legal entity, in which each property owner has a legal interest and obligation. Maintenance obligations shall be included in covenants and restrictions that are administered by the association or legal entity, and which run with the land. The City shall be furnished for review and approval the covenants and restrictions and the legal instruments creating the association or legal entity as part of the Integrated Site Plan Subdivision approval process.

(8) The property owners must execute written agreements which are recorded against the affected property, ensuring that all lots within the Integrated Site Plan Subdivision will continue to function as one site for any number of purposes, including but not limited to: lot access; interior circulation; common utilities; open space; landscaping and drainage; common facilities maintenance; and coordinated parking. Such approved Integrated Site Plan Subdivision and associated Integrated Site Plan is recorded in the county in which such land is located.

23.705. PHASING.

Building permit applications shall be submitted for all structures shown on the Integrated Site Plan within two years of approval. If the applicant chooses to develop the property in a phased development, the applicant must execute a development agreement with the City, which will govern the use and development of the property subject to the Integrated Site Plan, including (1) vesting applicable to subsequent permits; (2) the manner in which each phase of the development will proceed to ensure that (a) roads, utilities, and stormwater systems necessary to serve each phase of the development are constructed prior to the development of each phase, and (b) that sufficient parking, landscaping, open space or other required improvements are in place to ensure that each successive phase complies with minimum requirements in the event that subsequent phases are not completed; (3) expiration of the agreement and all provisions therein.

SUBJECT: ANNEXATION OF EIGHTEEN PROPERTIES GENERALLY LOCATED SOUTH OF THE CURRENT CITY LIMITS BETWEEN UNIVERSITY BOULEVARD/530TH AVENUE AND CEDAR LANE

BACKGROUND:

The City of Ames has received voluntary annexation petitions from eleven (11) property owners representing eighteen (18) parcels that total approximately 156 acres. The parcels are located south of the current city limits between University Boulevard/530TH Avenue and Cedar Lane. The annexation area includes land used for agricultural purposes, and land developed with single-family homes. This is a 100% voluntary annexation. See (*Attachment A – Location Map*), (*Attachment B – Annexation Plat*), and (*Attachment E – Summary of Gross & Net Acres*). City Council initiated the annexation at its May 14th meeting and included consideration of a pre-annexation agreement with the annexation application.

Land Use Policy Plan (LUPP) and Zoning. The City has a policy that annexations be consistent with the LUPP and the Ames Urban Fringe (AUF) Plan. The AUF Plan designates the land area as “Urban Residential.” See (*Attachment C –Ames Urban Fringe Plan*). Land within the “Urban Residential” designation is planned for future annexation into the City with development of urban densities and design standards. If approved for annexation, the LUPP designation would be “Village/Suburban Residential”, allowing for a broad range of residential development types.

“Allowable Growth Areas” identified in the LUPP are areas that have been determined by the City Council to be appropriate for future expansion of the municipal boundaries, based in part on the City’s ability to serve the areas with public services. **The proposed annexation is located in the “Southwest II Allowable Growth Area.”** See (*Attachment D – LUPP Designations & Allowable Growth Area Southwest II*),

As a property is annexed into the City, it is automatically zoned as “Agricultural.” Zoning would not change unless a request is initiated by an individual property owner or by the City Council. Any proposed zoning must be consistent with the LUPP land use designation. It is the intent of the developer working with three of the property owners that a portion of the agricultural land to be annexed will be rezoned to “F-PRD” (Planned Residence District) for development as single-family residential. This type of proposal will require review of a rezoning application and a Major Site Development Plan by the Planning and Zoning Commission, and approval by the City Council. Other property owners have not indicated a specific interest in development.

Infrastructure. As part of an annexation request, the City reviews the potential to serve development with City utilities. City infrastructure, consisting of water and sanitary sewer

mains, have been constructed for properties currently within the City boundaries adjacent to the north, east and west boundaries of the proposed annexation. Extension of infrastructure to serve all properties within the annexation area will be necessary as development occurs, and as individual properties choose to hook up to the public water and sanitary sewer service. Part of the territory has Xenia Rural Water service customers. These customers may remain on Xenia water, but at the time of development it is expected the territory will be transferred to the City for service. A pre-annexation agreement acknowledges this requirement for property owners (See Attachment F).

Electric service is currently provided to the area by Alliant Energy. As the land is annexed, electric service will continue to be provided by Alliant Energy for any new development of the annexed properties.

Outreach. As part of the state-mandated process for annexations, City staff invited the Washington Township Trustees and the Story County Board of Supervisors for a Consultation Meeting on May 23, 2019. Those in attendance included: Linda Murken, Chairperson of the Story County Board of Supervisors; Robert Finch, Washington Township Trustee; Jerry Moore, Planning Director for Story County Planning & Zoning; Keith Arneson, developer; Gene Dreyer, Surveyor for Bolton & Menk; Luke Ahrens, Bolton & Menk, and Ray Anderson, Planner for the City of Ames.

Planning and Zoning Commission. The Planning and Zoning Commission reviewed the request on June 5, 2019 and voted 4-0 to recommend the City Council. A property owner on White Oak Drive stated that he is supportive of the annexation; however, he does not want any high-density apartments in the annexation area. The Commission had questions about serving the annexation with sanitary sewer, and negotiation for a buy-out of Xenia water rights in the area.

Resolution of the Board of Supervisors. On June 18, 2019, the Story County Board of Supervisors passed Resolution No. 19-128 supporting the voluntary annexation of eighteen parcels of land, located on the south side of Ames, between Oakwood Road, Cedar Lane, and University Boulevard, as identified in the resolution.

ALTERNATIVES:

1. The City Council can approve the annexation of approximately 156 gross acres, generally located south of the current City limits between University Boulevard/530th Avenue and Cedar Lane in Washington Township in Story County, as shown on Attachment B, approve the proposed pre-annexation agreement, and direct staff to file the annexation with the City Development Board.
2. The City Council can deny the request to annex approximately 156 gross acres, generally located south of the current City limits between University Boulevard/530th Avenue and Cedar Lane in Washington Township in Story County, Iowa, as shown on Attachment B.

3. The City Council can defer this item and request additional information from either city staff or the applicant.

CITY MANAGER’S RECOMMENDATION:

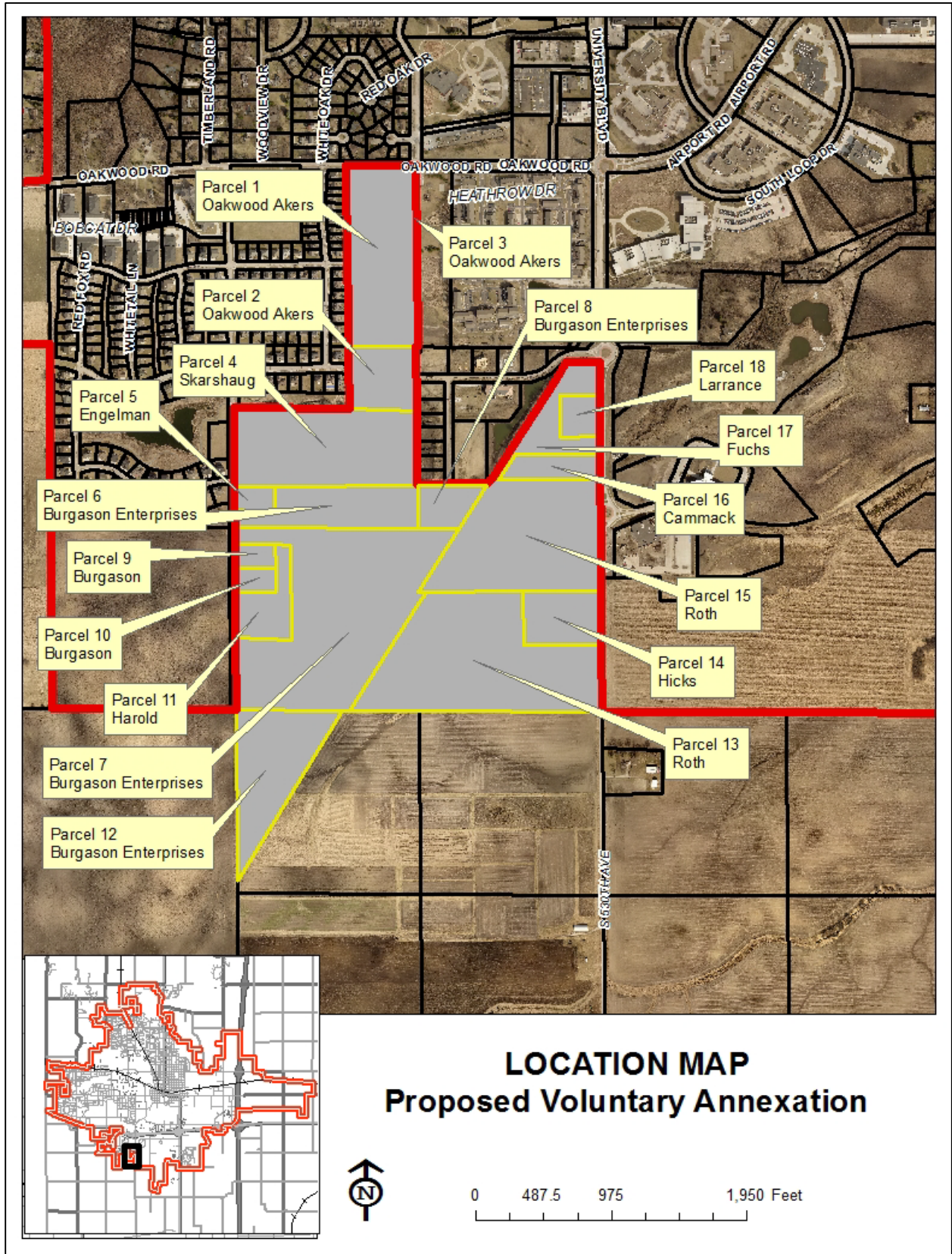
The proposed voluntary annexation is 100% consenting. Prior to petitioning for annexation, the applicants agreed in principal on a pre-annexation agreement with the City Council to address future connection fee requirements for existing homes and to address future water service needs, among other issues. The agreement will become effective between the City and the property owners upon approval of the annexation by the City Council.

Since a portion of the area to be annexed is within two (2) miles of the City of Kelley, the Iowa Code requires that the City Development Board (a board of the State of Iowa government) must review the proposed annexation, and approval by the City Council and the City Development Board is required for the annexation approval to be final.

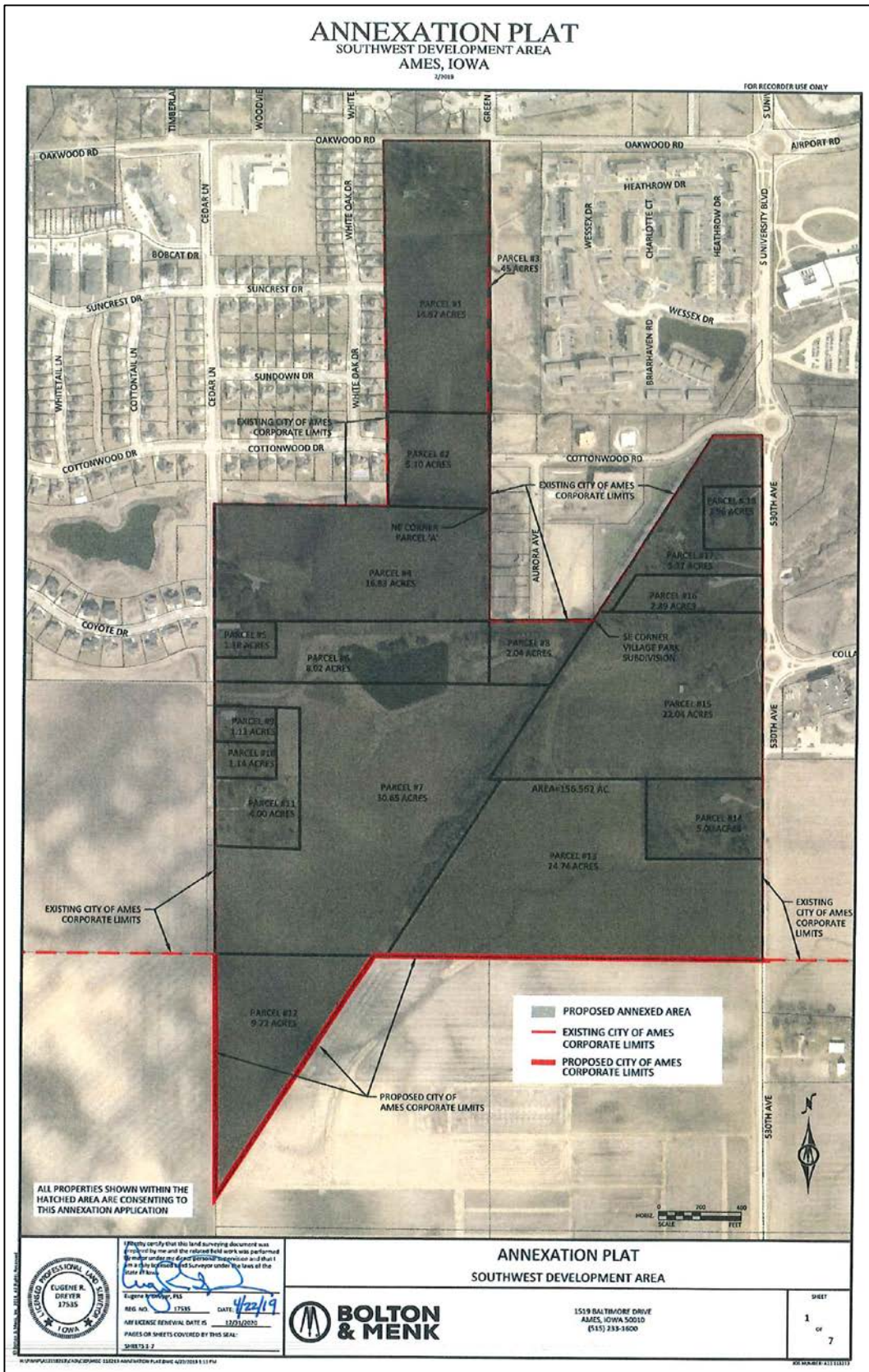
The proposed annexation is located in an area that has been identified as Urban Residential on the Ames Urban Fringe Plan, which are lands that are planned for inclusion into the City as the timing is appropriate. The designation on the Future Land Use Map for the land is Village/Suburban Residential, which is consistent with the AUF Plan.

Therefore, the City Manager recommends that the City Council approve the annexation of approximately 156 gross acres generally located south of the City limits between University Boulevard/530th Avenue and Cedar Lane in Washington Township in Story County, and direct staff to file the annexation with the City Development Board.

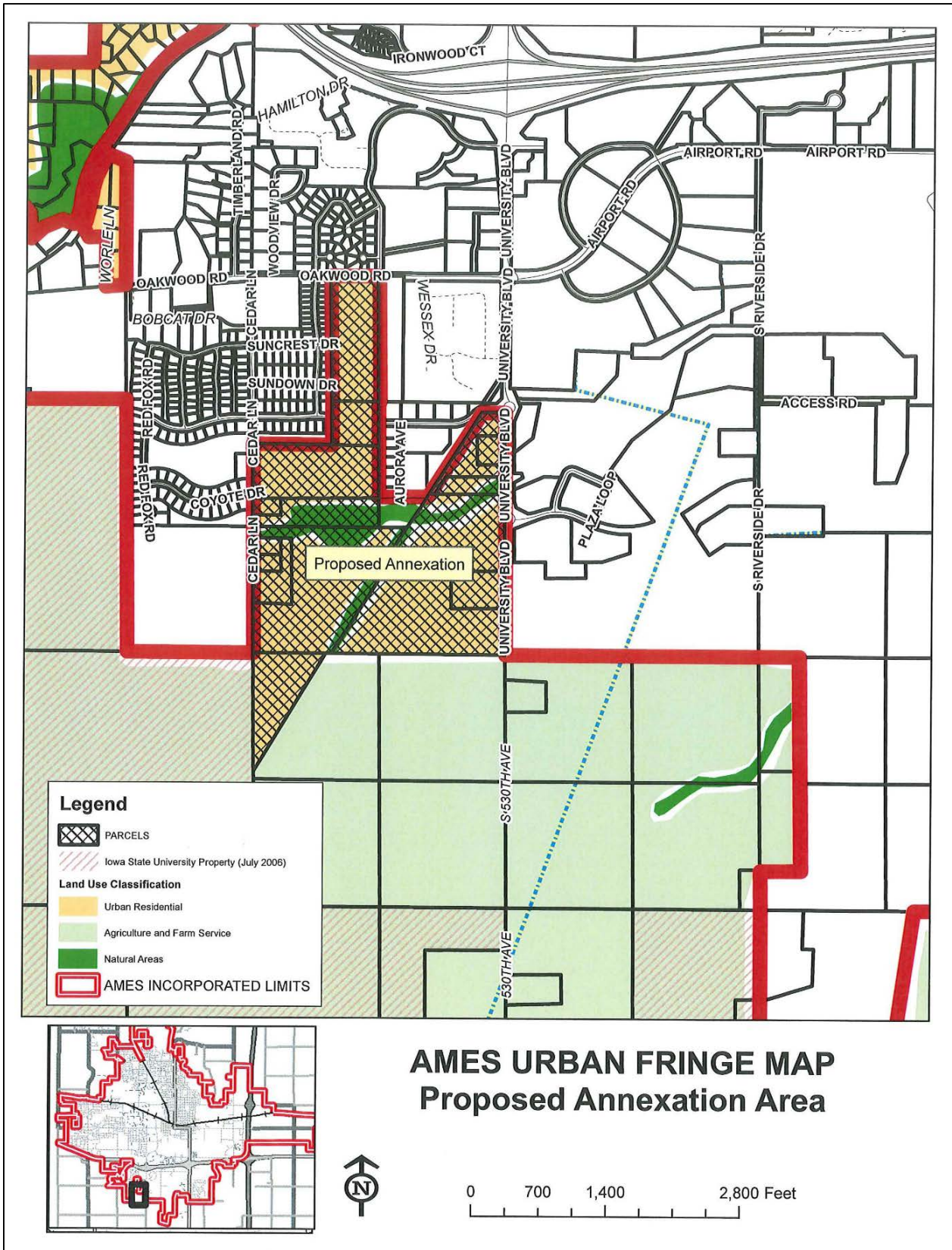
Attachment A – Location Map



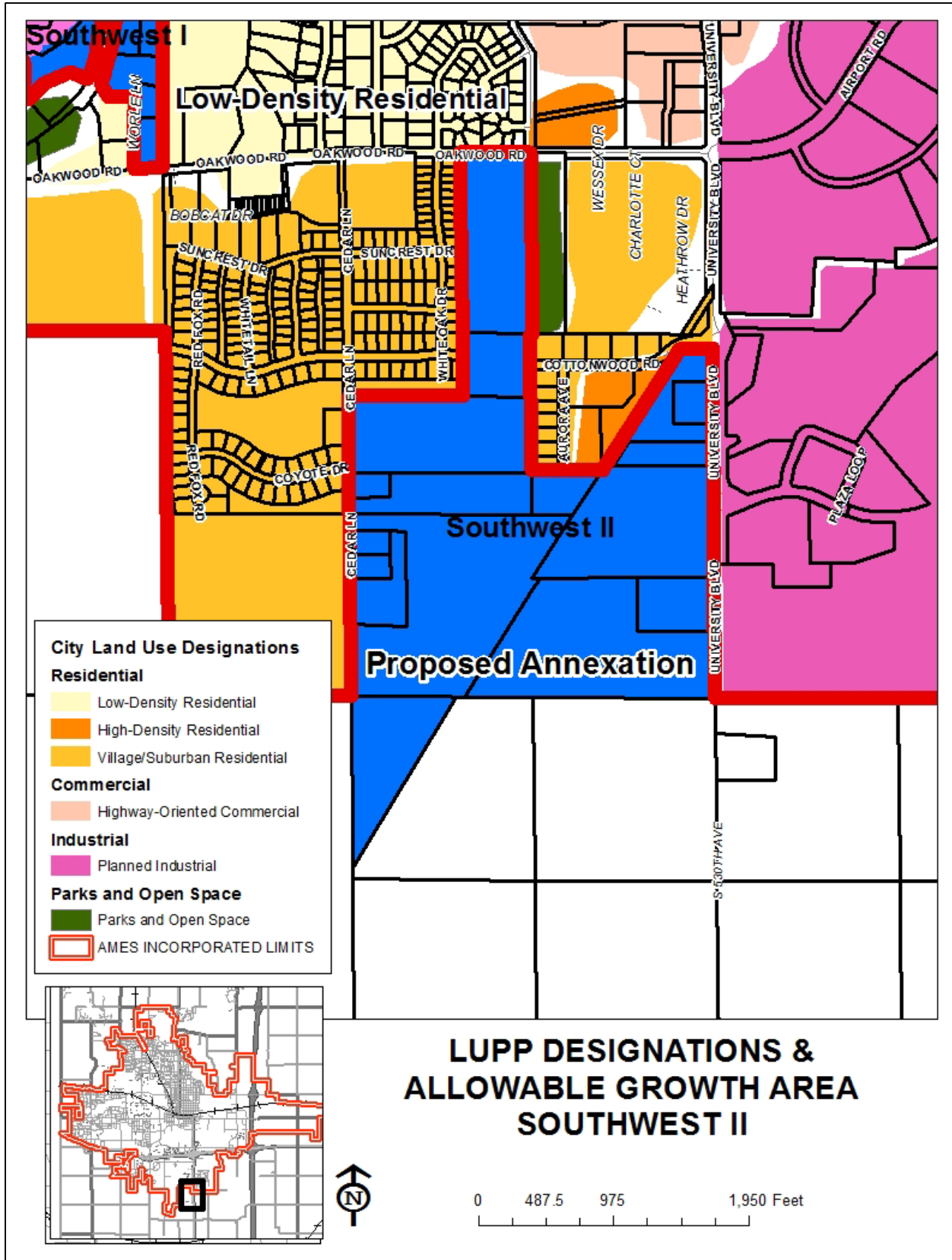
Attachment B – Annexation Plat



Attachment C – Ames Urban Fringe Map



Attachment D – LUPP Designations & Allowable Growth Area Southwest II



Attachment E – Summary of Gross and Net Acres

<u>Property ID</u>	<u>Address</u>	<u>Gross Acres</u>	<u>Net Acres</u>	<u>Owner</u>	<u>Type</u>	As of 2/11/19	
						<u>Gross Acres</u>	<u>Net Acres</u>
<i>West</i> of the Bike Path BOLTON'S numbers							
09-21-400-110	None	9.72	9.72	Burgason	Farmland	9.72	9.72
09-21-200-305	None	30.65	30.56	Burgason	Farmland	30.65	30.56
09-21-200-340	3618 Cedar Ln	4.00	3.85	Harold	Homestead	4.00	3.85
09-21-200-320	None	1.14	1.03	Burgason	Homestead	1.14	1.03
09-21-200-330	3314 Cedar Ln	1.13	1.03	Burgason	Homestead	1.13	1.03
09-21-200-165	None	8.02	7.93	Burgason	Farmland	8.02	7.93
09-21-200-155	3312 Cedar Ln	1.18	1.05	Engelman	Homestead	1.18	1.05
09-21-200-260	None	2.04	2.04	Burgason	Farmland	2.04	2.04
09-21-200-120	None	16.79	16.37	Skarshaug	Farmland	16.79	16.37
09-21-200-125	None	5.10	5.10	Oakwood Acres LLC		5.10	5.10
09-16-480-150	2212 Oakwood	14.67	14.21	Oakwood Acres LLC		14.67	14.21
09-16-480-205	None	<u>0.45</u>	<u>0.44</u>	Oakwood Acres LLC		<u>0.45</u>	<u>0.44</u>
<i>East</i> of the Bike Path BOLTON'S numbers							
09-21-200-450	None	24.74	24.11	Roth	Farmland	24.74	24.11
09-21-200-480	4125 530th	5.00	4.71	Hicks	Homestead	5.00	4.71
09-21-200-275	4025 530th	22.04	21.35	Roth	Homestead	22.04	21.35
09-21-200-280	3917 530th	2.89	2.75	Cammack	Investment	2.89	2.75
09-21-200-250	3581 530th	5.27	5.27	Fuchs	Homestead	5.27	5.27
09-21-200-240	3549 530th	<u>1.96</u>	<u>1.73</u>	Larrance	Homestead	<u>1.96</u>	<u>1.73</u>
	Total Acres	156.79	153.25				
NEED	80% of Total	125.43	122.60				
						156.79	153.25
						100.00%	100.00%

Attachment F

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Prepared by: City of Ames Legal Department, 515 Clark Avenue, Ames, IA 50010; Ph.: 515-239-5146
Return document to: City Clerk, City of Ames, 515 Clark Avenue, Ames, IA 50010
Legal Description: See Pages 21-24.

**PREANNEXATION AGREEMENT
(Southwest Development Area)**

WHEREAS this Pre-Annexation Agreement (the "Agreement"), dated for reference purposes, _____ day of _____, 2019, is made and entered into by and between the City of Ames, Iowa, and certain property Owners located in the Southwest Development Area between Cedar Lane and University Boulevard; and

WHEREAS the Owners are all of the owners of certain real property shown in the attached Annexation Plat marked as Exhibit 'A' and hereafter described collectively as the "Real Estate;" and

WHEREAS the individual Owners and their respective tracts of property are as follows:

Parcel	Owner	Parcel ID	Acres
1	Oakwood Akers, LLC	09-16-480-150	14.67
2	Oakwood Akers, LLC	09-21-200-125	5.10
3	Oakwood Akers, LLC	09-16-480-205	.45
4	David P. Skarshaug and Jeanne P. Skarshaug	09-21-200-120	16.83
5	Jon Engelman and Patrice Engelman, as Trustees of the Jon Engelman Living Trust dated May 14, 2018, (a ½ interest) and Patrice Engelman and Jon Engelman, as Trustees of the Patrice Engelman Living Trust dated May 14, 2018 (a ½ interest)	09-21-200-155	1.18
6	Burgason Enterprises, L.L.C.	09-21-200-165	40.71
7	Burgason Enterprises, L.L.C.	09-21-200-305	
8	Burgason Enterprises, L.L.C.	09-21-200-260	
9	Steven W. Burgason and Anne Frances Burgason	09-21-200-330	1.13
10	Steven W. Burgason and Anne Frances Burgason	09-21-200-320	1.14
11	Steven B. Harold and Sonia M. Harold	09-21-200-340	4.00
12	Burgason Enterprises, L.L.C.	09-21-400-110	9.72
13	James A. Roth and Jeanne R. Roth, as Trustees of the James A. Roth Revocable Trust u/d/o 11-21-14 (a ½	09-21-200-450	24.74

	interest) AND Jeanne R. Roth and James A. Roth, as Trustees of the Jeanne R. Roth u/d/o 11-21-14 (a ½ interest)		
14	Christopher A. Hicks and Tamara Hicks	09-21-200-480	5.00
15	James A. Roth and Jeanne R. Roth, as Trustees of the James A. Roth Revocable Trust u/d/o 11-21-14 (a ½ interest) AND Jeanne R. Roth and James A. Roth, as Trustees of the Jeanne R. Roth u/d/o 11-21-14 (a ½ interest)	09-21-200-275	22.04
16	Audrey K. Cammack and Mark W. Cammack	09-21-200-280	2.89
17	Daniel J. Fuchs and Carmen J. Fuchs	09-21-200-250	5.27
18	Robert William Larrance and Lora Lee Larrance	09-21-200-240	1.96

WHEREAS, the City Council, after due and careful consideration, has concluded that the voluntary annexation of real estate by the City on the terms and conditions hereinafter set forth would further the growth of the City, would provide for the harmonious development of the City, would enable the City to control the development of the area, and would serve the best interests of the City of Ames.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1. AGREEMENT PURSUANT TO IOWA CODE CHAPTER 368. This Agreement is made pursuant to and in accordance with the provisions of Iowa Code Chapter 368. The forgoing preambles and recitations are made a part of this Agreement.

SECTION 2. TERM. The term of this Agreement is from the _____ day of _____, 2019, until the annexation of the real estate to the City is completed.

SECTION 3. PETITION FOR ANNEXATION. Each Owner, contemporaneous with the execution of this Agreement, will submit to the City Clerk a Voluntary Petition for Annexation of the real estate by the City. The City Clerk will file the Petition, submit it to the City Council for consideration at such time and under such circumstances as the City Council deems appropriate, and comply with the requirements of Iowa Code Chapter 368. Pursuant to Iowa Code section 368.7(e), upon execution of this Agreement, Owner hereby irrevocably waives the right to withdraw or rescind the Petition and hereby irrevocably waives the right to withdraw its consent to the Petition and waives its right to object to annexation.

SECTION 4. ADMINISTRATIVE COSTS. City agrees to pay the administrative costs associated with the annexation of the Real Estate, which includes filing, publication and recording costs. The cost of preparation of any Annexation Plats required shall be the responsibility of the Owners and not the City.

SECTION 5. CITY WATER SERVICES.

5.1 Upon annexation, each Owner (which includes each Owner's heirs, successors and assigns), will obtain City water services to the Owner's property in accordance with the following:

5.1.1 Each Owner shall be allowed to make a single connection to the City water distribution system to serve the Owner's existing dwelling *at the time of the Owner's choosing*, once the City's infrastructure has been installed and made operational. At the time each Owner chooses to connect water services, the City will require the Owner to pay a connection fee for an 80-lineal foot width lot at the connection fee rate then in effect under the City Code.

5.1.2 Each Owner agrees that the Owner shall be responsible for all costs associated with the installation of water service from the connection point at the main to the Owner's dwelling.

5.1.3 Each Owner agrees that, if any additional water connections are made to their property or to any future subdivisions of their property, the Owner shall pay the balance of the connection fee for water, less any amounts previously paid for connections to their dwelling.

5.2 If an Owner obtains water services from a federally protected rural water provider, said Owner shall be responsible for payment of any amount that may become due and owing to any rural water provider as a result of the annexation of the Owner's Property which are related to buyout of rights to serve the property with water. The City shall not be required to advance any funds or costs due and owing to a rural water provider on behalf of any Owner. Each Owner shall hold the City harmless and indemnify the City from any and all amounts required to pay a rural water provider service provider as a settlement for resolution of any claims, disputes objections, protest or litigation related to or arising out of the City providing water service to all or any part of each Owner's property, following annexation of the Real Estate to the City.

5.3 If an Owner obtains City water services, Owner will pay the regular City water rate paid by all other residents for such services.

5.4 If an Owner operates and maintains a private well to supply water to the Owner's property, the Owner will be allowed to keep, maintain and replace such well indefinitely upon annexation, if the Owner chooses to do so, consistent with City ordinances.

5.5. It is the intention of the parties that the owner of each of the eighteen separate parcels identified in Exhibit 'A' shall constitute an 'Owner' for the purposes of this Section.

SECTION 6. CITY SEWER SERVICES.

6.1 Upon annexation, each Owner (which includes each Owner's heirs, successors and assigns), will obtain City sanitary sewer services to the Owner's property in accordance with the following:

6.1.1 Each Owner shall be allowed to make a single connection to the City sanitary sewer system to serve the Owner's existing dwelling *at the time of the Owner's choosing*, once the City's infrastructure has been installed and made operational. At the time each Owner

chooses to connect to sanitary sewer services, the City will require the Owner to pay a connection fee for an 80-lineal foot width lot at the connection fee rate then in effect under the City Code.

6.1.2 Each Owner agrees that the Owner shall be responsible for all costs associated with the installation of sanitary service from the connection point at the main to the Owner's dwelling.

6.1.3 Each Owner agrees that, if any additional sanitary sewer connections are made to their property or to any future subdivisions of their property, the Owner shall pay the balance of the connection district fee for sewer, less any amounts previously paid for connections to their dwelling.

6.1.4. Each Owner understands and agrees that nothing in this paragraph is intended to modify or supersede State and County standards for septic systems.

6.2 If an Owner obtains City sanitary sewer services, Owner will pay the regular City sanitary sewer rate paid by all other residents for such services.

6.3 It is the intention of the parties that the owner of each of the eighteen separate parcels identified in Exhibit 'A' shall constitute an 'Owner' for the purposes of this Section.

SECTION 7. EASEMENTS. Each Owner agrees to grant to the City, at no cost, any temporary or permanent construction easements, utility easements or right-of-way required by the City in a form deemed acceptable to the City. This requirement is limited to properties with frontage along Cedar Lane, Oakwood Drive, and 530th Avenue. The City will pay for any survey costs and acquisition plat preparation associated with said easements and right of way. The City shall also make appropriate restoration to City standards of the vegetation or landscaping improvements affected by the construction.

SECTION 8. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns and shall be recorded and will apply to any subsequent plats and/or subdivisions of the Real Estate. This Agreement shall constitute a covenant running with the land and may be extended by any of the parties to the Agreement, including the City, by the filing of a verified claim.

SECTION 9. EFFECT OF INVALID PROVISION. If any provision of the Agreement is held invalid, such invalidity shall not affect any of the other provisions contained herein.

SECTION 10. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior oral or written agreements, statements, representations, and promises. No addition to or change in the terms of this Agreement shall be binding upon the parties unless it is expressed in a writing signed and approved by the parties.

SECTION 11. DEFAULT.

11.1 Failure by each Owner to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement constitutes an Event of Default.

11.2 Whenever any Event occurs and is continuing, City may take any or more of the following actions after giving written notice by City to each Owner of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and the Owner does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

11.2.1 City may suspend any part of or all of its performance under this Agreement until it receives assurances from the Owner, deemed adequate by City, that the Owner will cure its default and continue its performance under this Agreement;

11.2.2 City may cancel and rescind this Agreement;

11.2.3 Each Owner will reimburse City for all amounts expended by City in connection with this Agreement with respect to the Owner's property, and City may take any action, including any legal action it deems necessary, to recover such amounts from each Owner.

SECTION 12. CROSS OBLIGATIONS. This Agreement is between the City and each Owner and it is not intended to create any rights or obligations between the various Owners. Except as it may be expressly stated, nothing in this Agreement shall be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

SECTION 13. DEVELOPMENT STANDARDS. This Agreement does not anticipate all requirements or standards related to development of property and each Owner recognizes that rezoning and development of property is subject to city ordinances, policies and standards in effect at the time.

S I G N A T U R E P A G E S F O L L O W

Passed and approved on _____, 2019, by Resolution No. 19-_____
adopted by the City Council of the City of Ames, Iowa.

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2019, by John A. Haila and Diane R. Voss, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC

COUNCIL ACTION FORM

SUBJECT: MAJOR SITE DEVELOPMENT PLAN ALTERNATIVE LANDSCAPE PLAN FOR 2105 AND 2205 EAST LINCOLN WAY

BACKGROUND:

LDY, LLC, the owner of 2105 and 2205 East Lincoln Way, has requested approval of an Alternative Landscape Plan for the property. The property is located in the General Industrial (GI) zone and contains one industrial building on each property. A Minor Site Development Plan was approved in September 2017 for a small addition to the building at 2205 East Lincoln Way and a new building at 2105 East Lincoln Way.

At the time of the original approval, the developer proposed a landscaping plan that complied with current landscape standards of Article IV of the Zoning Ordinance (Attachment A). The landscaping standards address a combination of front yard, parking lot, and screening requirements that include mix of shrubs, ornamental grasses, and trees. None of approved landscaping has been installed as the developer awaits final building occupancy.

The developer now seeks approval of an alternative plan in relation to the required front yard landscaping along East Lincoln Way. The property owner believes the shrub and grass plantings proposed on the original plan will be difficult to maintain on the steep terrain in front of both buildings and that the visual appeal of the shrubs and grasses is reduced or blocked due to the difficulty of seeing the shrubs and grasses from Lincoln Way due to the terrain and distance from the road (Site Photos-Attachment B).

The property owner proposes an alternative design that relies upon trees to substitute for shrubs and grasses in the front yard. **An alternative design approval is required because the base landscaping standards require a mix of landscape materials and do not directly allow for the proposed tree substitution for shrubs and grasses.**

The alternative proposal includes replacing 199 grasses and shrubs with one over-story tree and six ornamental trees in addition to the other required front yard trees. The proposal places all of the substitute landscaping near the Lincoln Way frontage (Attachments C and D). The proposed plan shifts the remaining 90 shrubs and grasses at 2205 East Lincoln Way to the south and east foundations and maintains 10 shrubs at 2105 East Lincoln Way near the southwest corner of the detention pond.

The standards for an Alternative Landscape Plan in Section 29.403(3)(J) state that an alternative landscape plan must provide for a unique or high quality landscape environment that exceeds the quality of the base standards and provide for an alternative plan to be considered based upon site constraints such as topography. The developer

believes substituting trees in place of shrubs and grasses throughout the front yard provides better visual aesthetics in conjunction with the topography of the yard and storm water treatment as well as guarantees easier maintenance and long term survival.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At the June 19th Planning & Zoning Commission meeting the Planning & Zoning Commission voted 7-0 to recommend that the City Council approve the Major Site Plan Alternative Landscape Plan at 2105 and 2205 East Lincoln Way.

ALTERNATIVES:

1. Approve the Major Site Development Plan Alternative Landscape plan for 2105 & 2205 East Lincoln Way.
2. Deny the Major Site Development Plan Alternative Landscape plan and require conformance to base landscape standards.
3. Defer action on this item and request more information from staff.

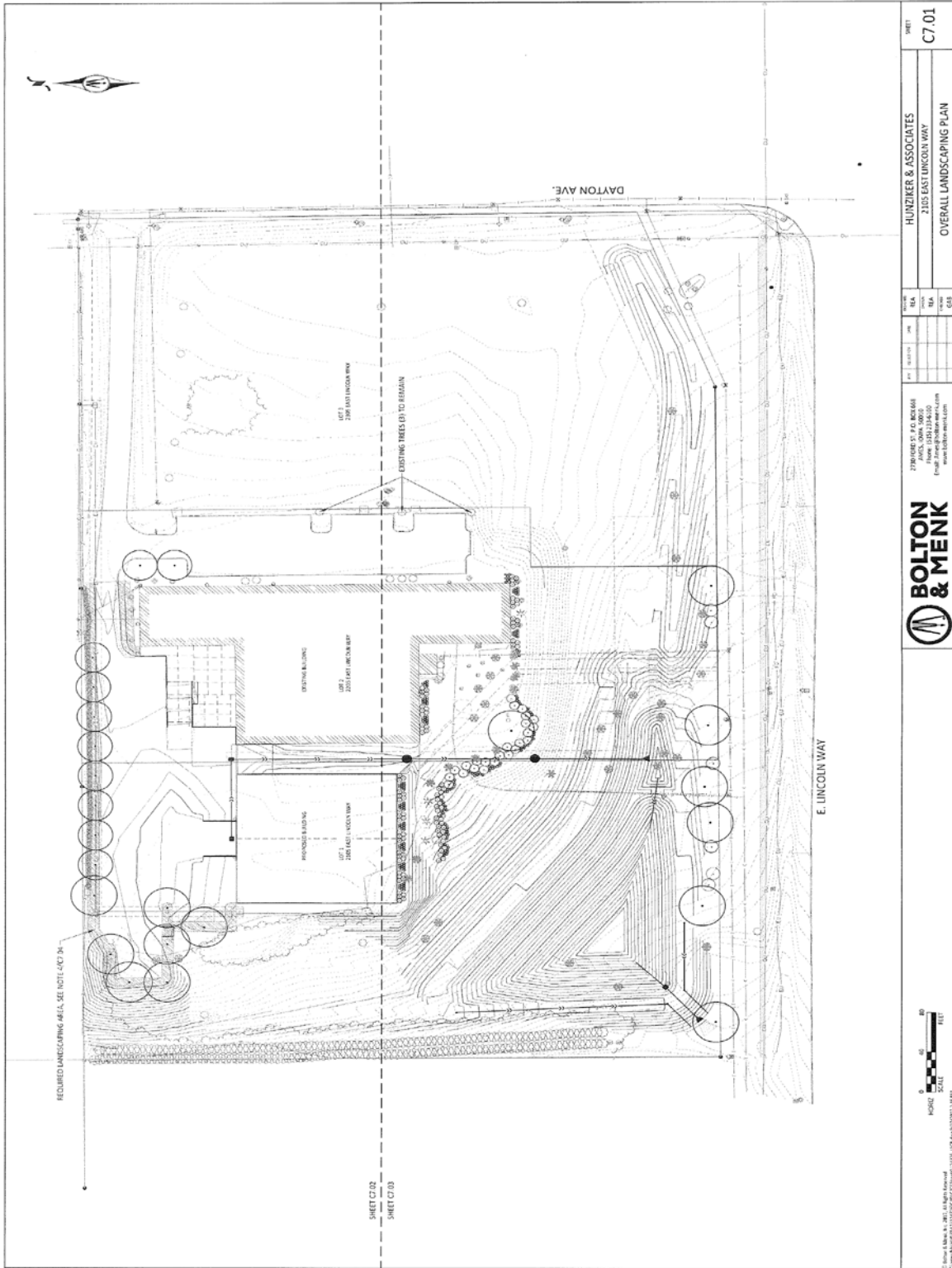
CITY MANAGER'S RECOMMENDED ACTION

The substitution of trees in place of grasses and shrubs in the front yard is seen as adequate for this site by creating some visual interest with larger vegetation that is visible in an otherwise large expansive area. Although the shrubs and grasses could be planted in the front yard in a variety of locations, the distance from the road to the front of the buildings at this location make shrubs less effective in the screening and softening of the buildings and creating visual interest.

The placement and design of the trees complements the topography and provides visual appeal of the site between the street and buildings. **Staff finds that the proposed alternative landscape plan can be seen as meeting the standards of the alternative landscape design standards in Section 29.403(3)(J).**

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 approving the alternative landscape plan at 2105 & 2205 East Lincoln Way.

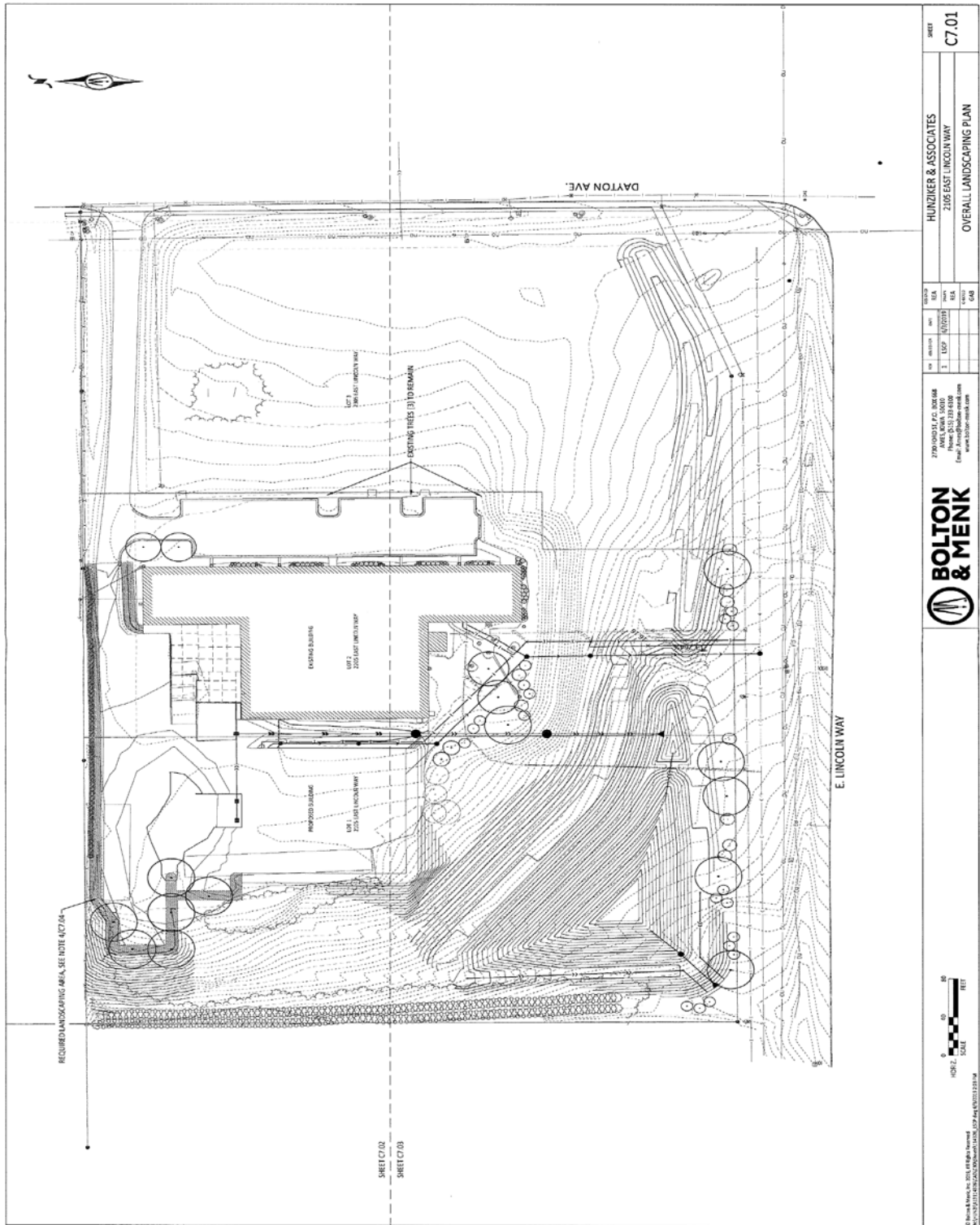
Attachment A- Currently Approved Landscape Plan



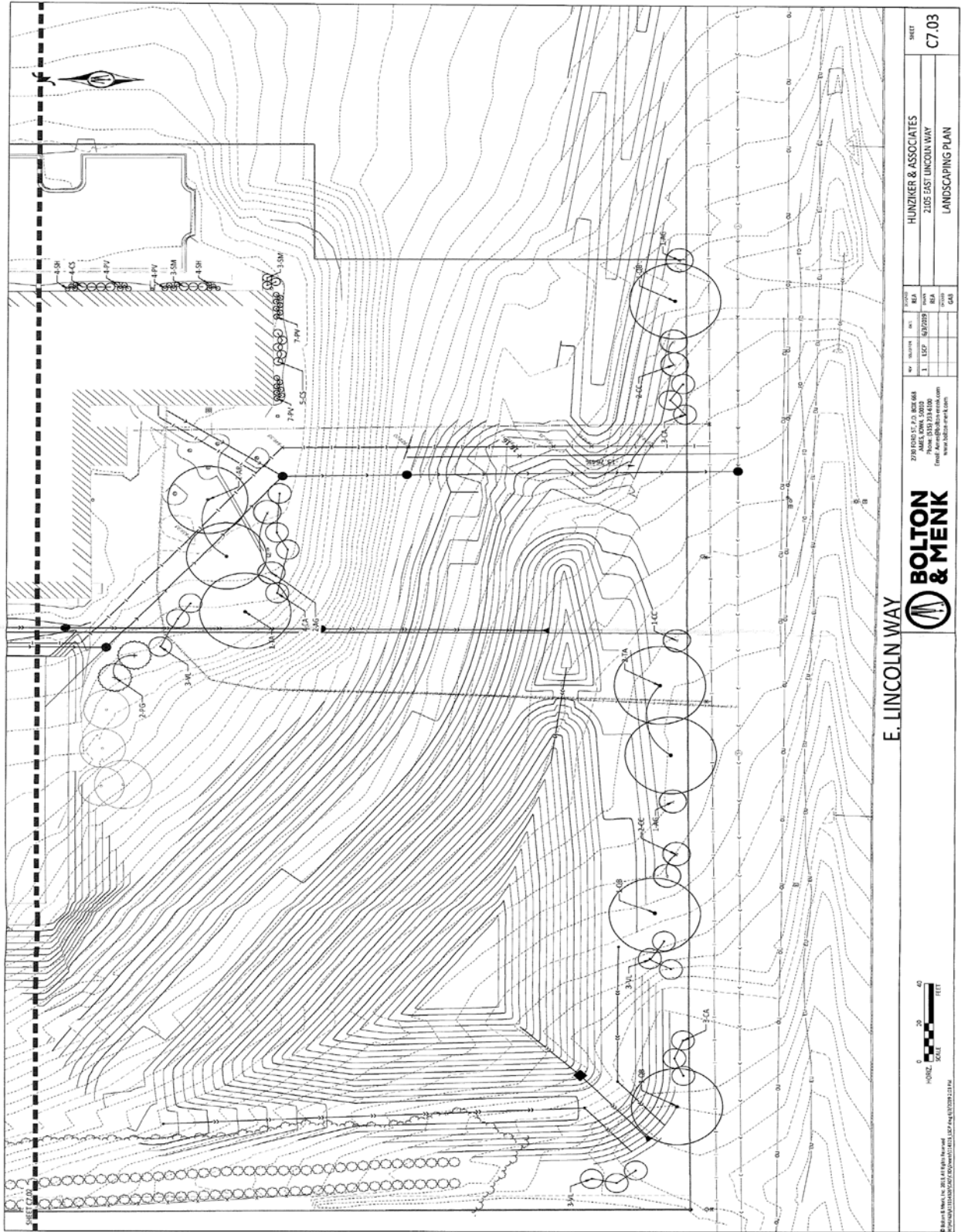
Attachment B - Site Photos



Attachment C- Proposed Landscape Plan Overview



Attachment D- Front Yard View



Attachment D- Proposed Landscape Schedule

MASTER PLANT SCHEDULE - TREES & SHRUBS

Qty	Symbol	Scientific Name	Common Name	Unit	Site	Spacing	Characteristics
3	OB	<i>Quercus bicolor</i>	Swamp White Oak	EA	1" Cal.	see plan	50-60 mature ht.
4	AA	<i>Aster multiflorus</i>	American Sixty Day Lily	EA	1" Cal.	see plan	30-40 mature ht.
4	AD	<i>Aspid. canadensis</i>	American Day Lily	EA	1" Cal.	see plan	30-40 mature ht.
4	AD	<i>Aspid. canadensis</i>	American Day Lily	EA	1" Cal.	see plan	30-40 mature ht.
2	GT	<i>Gleditsia triacanthos</i> L. var. <i>inermis</i>	Skyrocket Skyline	EA	12" Cal.	see plan	50-60 mature ht.
4	AG	<i>Am. n. n.</i>	Colts Foot	EA	1.5" Cal.	see plan	Multi-Stem
5	IC	<i>Crataegus mollis</i>	Downy Hawthorn	EA	1.5" Cal.	see plan	
30	TA	<i>Cornus americana</i>	American Honeysuckle	EA	1/2" Cont.	see plan	
15	CS	<i>Cornus stolonifera</i> Tuckerm. P.F. #16,513	Jacobs Ladder	EA	1/2" Cont.	see plan	
8	IS	<i>Ichth. n. n.</i>	Wormwood	EA	1/2" Cont.	see plan	
8	IS	<i>Ichth. n. n.</i>	Wormwood	EA	1/2" Cont.	see plan	
20	OM	<i>Spiraea nemoralis</i>	Spirea	EA	1/2" Cont.	see plan	
20	SH	<i>Sporobolus heterophyllus</i>	Prairie Dropseed	EA	1/2" Cont.	see plan	2' mature ht.
34	PR	<i>Prunella virginiana</i> 'Shevadean'	Blackberry	EA	1/2" Cont.	see plan	3'-4' mature ht.

LANDSCAPE REQUIREMENTS

LOT 1
 LANDSCAPED AREA AT PARKING/LOADING LOT (21,500 SF):
 REQUIRED: LANDSCAPED AREA: (21,500 SF * .10) = 2,150 SF
 PROVIDED: 4281 SF

PARKING OVERSTORY TREES (1 PER 200 SF OF 10% LANDSCAPED AREA):
 REQUIRED: TREES: (2,150 SF / 200) = 10.8, RND TO 11
 PROVIDED: 9 OVERSTORY TREES. SEE C7.02 FOR NOTE

FRONT YARD LANDSCAPE (300 LF):
 REQUIRED: TREES: (300 LF / 50) = 6
 PROVIDED: 4 OVERSTORY TREES AND 6 ORNAMENTAL/EVERGREEN TREES

REQUIRED: SHRUBS: (300 LF * 30 FT DEPTH) = 9,000 / 1000 = 9 * 8 = (72)
 PROVIDED: 10 SHRUBS

REQUIRED: ORNAMENTAL GRASSES: (300 LF * 30 FT DEPTH) = 9,000 / 1000 = 9 * 12 = (108)
 PROVIDED: 0 ORNAMENTAL GRASSES

LOT 2
 LANDSCAPED AREA AT PARKING/LOADING LOT (11,650 SF):
 REQUIRED: LANDSCAPED AREA: (11,650 SF * .10) = 1,165 SF
 PROVIDED: 2665 SF

PARKING OVERSTORY TREES (1 PER 200 SF OF 10% LANDSCAPED AREA):
 REQUIRED: TREES: (1,165 SF / 200) = 5.8, RND TO 6
 PROVIDED: 2 OVERSTORY TREES. SEE C7.02 FOR NOTE

FRONT YARD LANDSCAPE FOR LOT 2 (197 LF):
 REQUIRED: TREES: (197 LF / 50) = 3.9, RND TO 4
 PROVIDED: 4 OVERSTORY TREES AND 6 ORNAMENTAL TREES

REQUIRED: SHRUBS: (197 LF * 30 FT DEPTH) = 5,916 / 1000 = 5.9 * 8 = 47.2, RND TO (48)
 PROVIDED: 35 SHRUBS

REQUIRED: ORNAMENTAL GRASSES: (197 LF * 30 FT DEPTH) = 5,916 / 1000 = 5.9 * 12 = 70.8, RND TO (71)
 PROVIDED: 35 ORNAMENTAL GRASSES

EXISTING PARKING LOT ON LOT 2 (17,500 SF)
 REQUIRED: TREES: (17,500 SF / 200) = 8.8, RND TO (9)
 PROVIDED: 9 EXISTING TREES WITH TRUNKS OVER 12" DIA., COUNTING TOWARDS 9 OVERSTORY TREES

1 PLANTING ON SLOPES
SCALE: N.T.S.

2 TREE PLANTING DETAIL
SCALE: N.T.S.

3 TYPICAL SECTION: SHRUB/PERENNIAL BED PLANTING
SCALE: N.T.S.

4 TYPICAL SECTION: SPADED EDGE
SCALE: N.T.S.

5 PLANTING EDGE AT EXISTING CONC. WALK
SCALE: N.T.S.

6 TYPICAL SECTION: SPADED EDGE
SCALE: N.T.S.

GENERAL NOTES: LANDSCAPE PLANTING

- MASTER PLANT SCHEDULE: ALL TREES, SHRUBS, AND ORNAMENTAL GRASSES ARE LISTED IN THE MASTER PLANT SCHEDULE. IF THERE IS A CONFLICT BETWEEN THE QUANTITIES SHOWN ON THE DRAWINGS AND THE QUANTITIES SHOWN IN THE PLANT SCHEDULE, THE PLANT QUANTITIES SHALL PREVAIL.
- PLANTING LAYOUT: STAKE ALL TREE LOCATIONS AND A TYPICAL SHRUB/ORNAMENTAL GRASS BED LAYOUT AND OBTAIN APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
- SHRUB/ORNAMENTAL GRASS BEDS SHALL BE 8" WIDE AND MULCH TO BE 3" DEEP. ALL OVERSTORY TREES SHALL BE PLANTED TO 25" INCHES FROM TRUNK (BY DIA. RING) IN ALL DIRECTIONS AND TO A DEPTH TO 3" ALL OVERSTORY TREES SHALL BE MULCHED TO 24" INCHES FROM TRUNK (BY DIA. RING) IN ALL DIRECTIONS AND TO A DEPTH OF 3".
- CONTRACTOR TO PROVIDE 1/2" WIND TOPSOIL CONTAINING AT LEAST 5% ORGANIC MATTER OVER ALL AREAS TO RECEIVE TURF SEEDING REQUIRED AS PART OF FINISHING LOT LANDSCAPING. CONTRACTOR TO PROVIDE CERTIFICATION OF ORGANIC MATTER QUANTITY PRIOR TO INCORPORATION AND INSTALLATION.
- CONTRACTOR TO PROVIDE AMENDED SOIL FOR INCORPORATION INTO BACKFILL OF ALL ORNAMENTAL GRASS, SHRUB AND TREE AREAS. THIS AMENDED SOIL MUST CONSIST OF 5% ORGANIC MATTER INCORPORATED INTO EXISTING SOIL. CONTRACTOR TO PROVIDE CERTIFICATION OF ORGANIC MATTER QUANTITY PRIOR TO INCORPORATION AND INSTALLATION. CONTRACTOR TO PROVIDE CERTIFICATION OF ORGANIC MATTER QUANTITY PRIOR TO INCORPORATION AND INSTALLATION. CONTRACTOR TO PROVIDE CERTIFICATION OF ORGANIC MATTER QUANTITY PRIOR TO INCORPORATION AND INSTALLATION.
- PREPARING SPADE-CUT EDGE AND PACKING AMENDED SOIL AND SHREDED HARDWOOD MULCH SHALL BE INCIDENTAL TO THE PLANTING BED ITEMS AND SHALL BE INSTALLED AS PER SPECIFICATIONS.
- PLANT MATERIAL REQUIREMENTS: MECHANICAL UNITS SHALL BE AT LEAST 75% OF THE HEIGHT OF THE MECHANICAL EQUIPMENT AT THE TIME OF PLANTING. CONTRACTOR TO VERIFY SIZE PRIOR TO ORDERING AND INSTALLATION.
- ALL AREAS NOT CALLED OUT AS PLANTING BEDS TO RECEIVE SOILS TYPE 1 PERMANENT LAWN MIX, UNLESS OTHERWISE SPECIFIED.

HORIZONTAL SCALE

2100 GARDEN PL. # 1000 406
 11100 11100
 Phone: (813) 231-1100
 Fax: (813) 231-1100
 www.bolton.com

BOLTON & MENK

HUNZIKER & ASSOCIATES
 2105 EAST LINCOLN WAY
 LANDSCAPING DETAILS

DATE: 11/11/2011
 TIME: 11:11:11 AM
 USER: JHUNZIKER
 PROJECT: 11100 11100
 SHEET: C7.04

SCALE: N.T.S.

COUNCIL ACTION FORM

SUBJECT: VACATION OF RIGHT-OF-WAY ADJACENT TO 635 AGG AVENUE AND CONVEYANCE TO THE OWNERS

BACKGROUND:

City of Ames staff was approached by Steven and Sarah Walter, owners of 635 Agg Avenue, regarding the vacation and conveyance of 100' X 7' of public right-of-way (ROW) adjacent to their property. See Attachment A for a map of the location. A letter sent by Mr. Walter (Attachment B) states their reason for this request, which is to construct a new garage addition. The valuation according to the City's standard formula (Attachment C) is \$3,165.75, which is based on adjacent land values minus 10% for quit claim deed and 15% for maintaining an easement. The other adjacent property owners at 2114 Country Club Blvd, Melissa and Patrick Rowan, have indicated in a signed letter (Attachment D) that they do not wish to purchase any portion of this ROW area, if vacated.

Utility companies have been contacted with City of Ames Electric and Century Link responding that they have existing infrastructure in this ROW area. Therefore, as a condition of vacation and conveyance, a public utility easement will be established over the entire vacated area as indicated on the vacation and easement plats (Attachment E).

ALTERNATIVES:

1. a. Approve the vacation of the 100' X 7' public ROW adjacent to 635 Agg Avenue.

b. Approve the conveyance of the vacated public ROW to the owners of 635 Agg Avenue (Steven and Sarah Walter) for \$3,165.75 as determined by the City's standard formula.
2. Reconsider vacation of the 100' X 7' ROW adjacent to 635 Agg Avenue.

MANAGER'S RECOMMENDED ACTION:

This ROW area is not wide enough to serve as a vehicular alley or be developed individually. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

This recommendation is contingent upon the City receiving the new public utility easement from the owner prior to the June 11, 2019 public hearing.

COUNCIL ACTION FORM

SUBJECT: ZONING TEXT AMENDMENT RELATING TO MULTIPLE BUILDINGS ON SINGLE LOTS

BACKGROUND:

On May 28, 2019, based on the request of Nicole Neal of Civil Design Advantage, LLC on behalf of CCRC of Ames (Scenic Development), the City Council authorized an application for a text amendment to Section 29.401.(5) Multiple Buildings on Single Lots. **The applicant is specifically interested in adding the use of group living related to assisted living and senior living as an allowable multiple building use on a single lot.** City Council authorized the application for the zoning text amendment, but at staff's urging directed staff to broaden the request to address related issues for a variety of properties.

The City of Ames Zoning Ordinance restricts placement of multiple principal buildings on a single lot unless specifically authorized. The standard is based upon the use of the building. Section 29.401.(5) is listed below:

29.401.(5) Multiple Buildings on Single Lots.

(a) More than one commercial, industrial, hospital, institutional or public principal building may be erected on a lot, where such uses are permitted, provided that all setbacks from the property line otherwise required for a single principal building are observed. The distances between substructures shall be determined by the provisions of the City Building Code.

(b) More than one apartment dwelling is permitted on a single lot, provided that all area and setback requirements are calculated as if each structure were on its own individual lot. (Ord. No. 4122,09-11-12; Ord. No. 4161, 10-8-13)

The requirement of an individual lot for each residential building results in a mandatory subdivision process. This process allows the City to consider the design and layout of a project in relation to on-site and off-site improvement standards and criteria. It also supports creating smaller site sizes for ownership purposes. Until 2015, the only method to address off-site infrastructure needs was through the subdivision process. In 2015, the City adopted a missing infrastructure ordinance that applies to all uses, except one and two-family homes, that require frontage improvement at the time of development regardless of the subdivision process. **The 2015 ordinance has minimized the need for some of the zoning standards related to subdividing a lot for multiple buildings.**

The Zoning Ordinance also includes the standard to address site layout and building separation standards. Residential sites with apartments require assumed setbacks around all buildings whereas other uses apply setbacks based upon perimeter property lines. For those uses not listed, such as single family homes and group living uses, a property is not permitted to have multiple buildings on a site.

CCRC of Ames is interested in the proposed text amendment in order to move forward with adding one additional building to their Northridge Village campus located between George Washington Carver and Stange Road. If the amendment is approved, they would propose to add a 16-unit memory care facility, which is classified as a group living use within the Zoning Ordinance. All facilities on the campus are owned and operated by the same company and will function cohesively together.

If a text amendment is not approved, CCRC would have to consider a different process of rezoning the site to a PRD or for coordination of an Integrated Site Plan, Preliminary Plat, and Final Plat moving through the Planning & Zoning Commission, then onto City Council. Additionally, a Special Use Permit reviewed by the Zoning Board of Adjustment would be required for their specific proposed use. This process would create multiple properties to divide up the buildings on the site, even though they are intended to be owned and operated together.

In addition to the issue affecting CCRC, the current limited options for multiple buildings on a lot causes difficulty when uses are classified as residential, but are viewed by the owner/operator as more of a commercial or institutional use. The two most common examples of this issue are hotels/motel buildings in commercial zones and senior living/group living buildings in residential zones. **The primary difficulty with the subdivision requirement is not the creation of the property line, but the accompanying zoning standards related to setbacks, shared access, parking, landscaping and open space requirements that must be met for each lot and its property lines. Parking location and access are the most common complications for subdivision of a site.** By allowing for more flexibility in which properties are allowed to have multiple buildings it would ease some of the limitations caused by subdivision rules.

PROPOSED TEXT AMENDMENT:

The current language of the Zoning Ordinance addresses uses rather than zoning districts. Staff proposes to approach the issue with a combination of standards by zoning district and unique requirements for specific uses to help provide clarity on the applicability of the standards.

Staff proposes to allow multiple principal buildings within commercial, industrial, and special purpose districts for all uses with some noted exceptions. This language would allow for short term lodging use and group living use as new types of uses allowed for multiple buildings compared to existing standards. Apartments would be treated the same as current requirements, but clarify how a mixed-use building would be addressed based upon its underlying zoning. Currently, one and two family homes are not allowed to be located on multiple building sites, this standard would continue with clarification that a PRD can allow for alternative configurations.

Planning and Zoning Commission Recommendation:

On June 19, 2019, the Planning and Zoning Commission reviewed the proposed amendment and voted 7-0 in support of the changes included in Alternative #1, allowing Multiple Principal Buildings on a Single Lot in certain zoning districts with the added staff recommended language clarifying that no more than one single-family home is permitted on a lot in the South Lincoln Mixed-Use District (S-SMD). The Commission discussion focused on the process of development review and if there would be substantial changes in public notice and involvement in the review of a development proposal. Staff noted that there may be a minor number of preliminary plats for major subdivisions that would no longer be necessary, but in most instances there would be minimal effect on development awareness due to the combination of all zoning, subdivision, and permitting processes.

ALTERNATIVES:

1. The City Council can approve on first reading the proposed ordinance, which is a text amendment to Section 29.401.(5), Multiple Principal Buildings on Single Lots of the zoning ordinance, as attached.
2. The City Council can recommend alternative language for the proposed text amendment.
3. The City Council can request additional information and defer making a recommendation.

CITY MANAGER'S RECOMMENDED ACTION:

The Multiple Principal Buildings on a Single Lot standard has been a very important standard for the City in the past to address issues related to development of a site and infrastructure improvements. Recent city ordinances that address infrastructure needs and landscape standards have minimized the importance of the current standard. The requirement to subdivide does cause complicating factors for some applicants about how to meet zoning standards individually when the goal is for a site to operate cohesively and not independently. The proposed changes are relatively straight forward and easy to administer by staff.

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTION 29.401(5) THEREOF, FOR THE PURPOSE OF ALLOWING MULTIPLE PRINCIPLE BUILDINGS ON A SINGLE LOT; 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 amending Section 29.401(5) as follows:

“Sec. 29.401(5) Multiple Principal Buildings on Single Lots.

- (a) ~~More than one commercial, industrial, hospital, institutional or public principal building may be erected on a lot in an agricultural, commercial, industrial or special purpose zoning district, where such uses are permitted,~~ provided that all setbacks from the exterior property lines otherwise required for a single principal building are observed. The distances between buildings internal to the site shall be determined by the provisions of the City Building and Fire Codes.
 - (i) Exception. Within an Agricultural zone, only one single-family dwelling is permitted on a lot with or without additional principal buildings for permitted uses within the zone.
 - (ii) Exception. In the South Lincoln Mixed-Use District (S-SMD), no more than one single-family [or two-family] home is permitted on a lot and no other principal buildings are permitted on that lot.
- (b) Within a residential zoning district, only one principal building is permitted on a lot except as authorized in this section.
 - (i) ~~(b)~~ More than one apartment building is permitted on a lot, provided that all area and setback requirements are calculated as if each structure were on its own individual lot.
 - (ii) A principal use of Group Living within multiple buildings on a site may occur within medium and high density residential zoning districts, provided that all area and setback requirements are calculated and applied to each building.
 - (iii) Institutional uses may include multiple buildings provided that all area setback requirements are calculated and applied to each building.
 - (iv) A mixed-use building with Office or Trade uses and apartment dwellings shall be permitted to have multiple buildings on a lot subject to the standards of apartment buildings.
 - (v) A combination of principal uses within multiple buildings is permitted for uses described above, subject to the standards described for area and setbacks requirements.
 - (vi) Within a F-PRD zoning district, multiple principal buildings are permitted subject to approval of a Major Site Development Plan.
- (c) In cases where a Residential Use, as categorized within this ordinance, exists as a non-conforming use on a lot, additional principal buildings for a permitted use are not allowed.”

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

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

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

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

John A. Haila, Mayor

ITEM#: 36
 DATE: 07-09-19

COUNCIL ACTION FORM

SUBJECT: CAMPUSTOWN PUBLIC IMPROVEMENTS – WATER SERVICE REPLACEMENT (LINCOLN WAY FROM HAYWARD AVENUE TO WELCH AVENUE)

BACKGROUND:

Welch Avenue is a community feature in the Ames Campustown area. The street pavement was most recently built in the late 1980s/early 1990s. Century-old underground utility infrastructure beneath the street is in need of upgrading.

The project includes underground utility updates on Lincoln Way (Hayward Avenue to Welch Avenue) and on Welch Avenue (Lincoln Way to Knapp Street). These utility updates include water main, storm sewer, and sanitary sewer. **This project focus on the underground utility updates that are located on Lincoln Way (Hayward Avenue to Welch Avenue).** The remainder of the project will be constructed in 2020 under separate contract.

WHKS and City staff have completed plans and specifications for the underground utility improvements described above, with an estimated construction cost of \$172,280. Engineering and construction administration costs are estimated at \$35,000, bringing the **total estimated costs for this phase to \$207,280.**

On July 3, 2019, bids for the project were received as follows:

<i>Bidder</i>	<i>Amount</i>
<i>Engineer's estimate</i>	<i>\$172,280.00</i>
Jet Drain Services	\$172,002.06

Revenues and expenses associated with this program are estimated as follows:

	Available Revenue	Estimated Expenses
Road Use Tax	\$ 100,000	
G.O. Bonds	1,000,000	
Water Utility Funds	425,000	
Sewer Utility Funds	125,000	
Electric Utility Funds	100,000	
Construction (this project)		\$ 172,002.06
Construction (future phases)		1,225,000

Engineering/Administration (overall total)	350,000
	\$ 1,750,000 \$ 1,747,002.06

ALTERNATIVES:

1. a. Accept the report of bids for the Campustown Public Improvements – Water Service Replacement (Lincoln Way from Hayward Ave. to Welch Ave.) project.
- b. Approve the final plans and specifications for this project.
- c. Award the Campustown Public Improvements – Water Service Replacement (Lincoln Way from Hayward Ave. to Welch Ave.) project to Jet Drain Services of Ames, Iowa in the amount of \$172,002.06
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 specification and awarding the contract, the underground utility work on Lincoln Way may be completed this year, and traffic disruption on Lincoln Way will be minimized next year during the construction of the Welch Avenue improvements.

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