

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL - 515 CLARK AVENUE
NOVEMBER 12, 2019

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

CALL TO ORDER: 6:00 p.m.

PROCLAMATION:

1. Proclamation for “Hunger and Homelessness Awareness Week, November 11-15, 2019

PRESENTATION:

2. Presentation by Ames International Partner Cities Association (AIPCA) regarding proposed Kosovo relationship

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

3. Motion approving payment of claims
4. Motion approving Minutes of Regular Meeting held October 22, 2019, and Special Meeting held October 23, 2019
5. Motion approving Report of Contract Change Orders for October 16 - 31, 2019
6. Motion approving new 5-day Class C Liquor License (November 13 - 17, 2019) - Dublin Bay, 123 Airport Road, Pending Satisfactory Background Check
7. Motion approving new 5-day Class C Liquor License (December 7 - 11, 2019) - Gateway Market, ISU Alumni Center
8. Motion approving new 5-day Class C Liquor License (December 13 - 17, 2019) - Gateway Market, ISU Alumni Center
9. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class E Liquor License - AJ's Liquor III, 2401 "A" Chamberlain Street
 - b. Class C Liquor License with Outdoor Service and Sunday Sales - Outlaws, 2522 Chamberlain Street - Pending Dram Shop
 - c. Class B Native Wine Permit with Sunday Sales - Chocolaterie Stam, 230 Main Street
 - d. Class B Liquor License with Catering, Outdoor Service and Sunday Sales - Country Inn & Suites Ames, 2605 SE 16th Street - Pending Dram Shop
10. Resolution approving appointment of Leila Ammar to the Zoning Board of Adjustment (ZBA)
11. Resolution approving renewed 28E Agreement for Tobacco, Alternative Nicotine, and Vapor Product Enforcement between Ames Police Department and Iowa Alcoholic Beverages Division
12. Resolution setting November 26, 2019, as the date of regarding vacating Public Walkway

Easements at 3802 and 3806 Marigold Drive

13. Resolution approving temporary and permanent easements from Iowa State University regarding South Grand Avenue Extension project in the amount of \$11,626
14. Resolution approving contract to Gillig Corporation, of Livermore, California, for purchase of three new standard 40' buses for CyRide in a not-to-exceed grant amount of \$1,437,600
15. Resolution awarding contract to Brimhall Industrial, Inc., of Monte Vista, Colorado, for Unit 7 (Pump 72) Feedwater Pump Inspection and Repair in the amount of \$98,662.83, plus applicable sales taxes (in the amount of \$6,906.40) to be paid directly by the City of Ames to the State of Iowa
16. Resolution awarding contract to RED Equipment of Kansas City, Missouri, for purchase of a combination jetting/vacuuming truck for Public Works Water Utility Division in the amount of \$272,337 (purchase amount \$392,337 - \$120,000 trade in value)
17. Resolution approving contract and bond for Brookside Park Restroom Renovations
18. Resolution approving contract and bond for South Grand Avenue - S. 5th to Squaw Creek Drive and South 5th Street - South Grand Ave to 600' West of South Duff Avenue
19. Resolution approving Change Order No. 2 in the amount of \$40,662.90 to RW Excavating Solutions of Prairie City, Iowa, for the North River Valley Low-Head Dam
20. Resolution accepting completion of 2019 Pavement Improvements CyRide Bus Turnarounds Project
21. Resolution accepting completion of 2017/18 Downtown Street Pavement Improvements Project - Main Street Alleys (Duff to Douglas, Kellogg to Burnett)
22. Resolution approving Final Plat for Iowa State University Research Park, Phase III, Fourth Addition
23. Resolution accepting partial completion of public improvements and lessening security being held for Quarry Estates Subdivision, 1st Addition

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.

ADMINISTRATION:

24. Resolution awarding contract to PaleBLUEdot, LLC, of Maplewood, Minnesota, for Community Greenhouse Gas Inventory, Forecasting, and Recommendations Report in the amount of \$24,960

HEARINGS:

25. Hearing on 2018/19 Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with the Consolidated Plan:
 - a. Resolution approving 2018/19 CAPER
26. Hearing on vacation of Sanitary Sewer Easement located at 610 and 700 SE 16th Street:
 - a. Resolution approving vacation of Easement
27. Hearing on Inis Grove Park - Restroom Projects:
 - a. Resolution approving final plans and specifications and awarding contract to HPC, LLC, of Ames,

- Iowa, for both the new restroom and renovated restrooms, in the amount of \$378,000
- b. Resolution re-allocating \$72,420 from the Park Development or Local Option Sales Tax Fund

PARKS & RECREATION:

- 28. Request from Ames Foundation for City to complete three City projects at a minimum cost of \$525,000 by September 30, 2021, to satisfy Miracle League Community Attraction and Tourism (CAT) Grant match requirement

PLANNING & HOUSING:

- 29. Resolution approving Preliminary Plat for Kingsbury's Subdivision, Third Addition (315 SE. 3rd Street)

ORDINANCES:

- 30. First passage of ordinance regulating massage establishments
- 31. Motion to postpone third passage and adoption of Ordinance rezoning with Master Plan property located at 507 Lincoln Way from Downtown Gateway Commercial (DGC) to Highway-Oriented Commercial (HOC)
- 32. ISU Research Park Urban Renewal Area:
 - a. Third passage and adoption of ORDINANCE NO. 4396 correcting boundaries of Tax-Increment Financing District No. 1
 - b. Third passage and adoption of ORDINANCE NO. 4397 creating Tax-Increment Financing District No. 2
- 33. Third passage and adoption of ORDINANCE NO. 4398 amending Chapter 29 to establish definitions, standards, and enforcement procedures for licensing of guest lodging in specified zoning districts
- 34. Third passage and adoption of ORDINANCE NO. 4399 amending Chapter 13 (Rental Code) to establish definitions, standards, and enforcement procedures for licensing of guest lodging in specified zoning districts
- 35. *Municipal Code* Chapter 35:
 - a. Third passage and adoption of ORDINANCE NO. 4400 creating Chapter 35 to establish definitions, standards, and enforcement procedures for licensing of guest lodging in specified zoning districts
 - b. Resolution setting fee at \$50 for Guest Lodging licensure
- 36. Third passage and adoption of ORDINANCE NO. 4401 revising the age-limit restriction in the Contract Rezoning Agreement for 415 Stanton

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*.



Republika e Kosovës / Republika Kosova / The Republic of Kosova
Komuna e Podujevës / Opština Podujevo / The Municipality of Podujeva

OFFICEE OF THE MAYOR

Item No. 2

John Haila

Mayor, City of Ames
PO Box 811, 515 Clark Avenue
Ames, IA 50010

September 24, 2018

Dear Mayor Haila:

On behalf of citizens of Podujeva, we thank you for the help and friendship the United States and the State of Iowa have given to us over the course of the last few decades. With that said, please accept our request to establish a sister city relationship with the City of Ames. A partnership with a city in Iowa would have significant meaning for us. We have created other sister city partnerships with cities in Europe, and we believe Ames would make the perfect match as a city from Iowa, United States.

The Municipality of Podujeva is the largest municipality in Kosovo. We produce corn, raspberries, vegetables, livestock and poultry. We are striving to further develop our agriculture field. We believe a partner like Ames would be useful in this aspect. We are interested in foreign expertise and student exchanges between our cities.

With the help of the Consulate of the Republic of Kosovo and Iowa Sister States, we are confident that this sister-city relationship will achieve success, and we hope that you will be as excited as we are.

Sincerely,

Agim Veliu
Mayor of Podujeva

Zahir Pajaziti street
11000 Podujeva
Republic of Kosova

**MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL - 515 CLARK AVENUE**

AMES, IOWA

OCTOBER 22, 2019

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:00 p.m. on October 22, 2019, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Gloria Betcher, Bronwyn Beatty-Hansen, Amber Corrieri, Tim Gartin, David Martin, and Chris Nelson. *Ex officio* Member Devyn Leeson was also in attendance.

PROCLAMATION FOR “150TH ANNIVERSARY OF THE MASONIC LODGE:” November 2, 2019, was proclaimed as “150th Anniversary of the Masonic Lodge” by Mayor Haila. Members of the Masonic Lodge Bill Yungclas, Justin Dodge, John Joiner, Fred Johnson, Walt Stidwell, James Musal, Justin Grodnitsky, and Jayson Ochanpaugh accepted the Proclamation.

PROCLAMATION FOR “BELLS OF IOWA STATE DAY:” October 27, 2019, was proclaimed as “Bells of Iowa State Day” by Mayor Haila. Dr. Tin-Shi Tam, University Carillonneur; Dr. Jonathan Wickert, Provost; Emily Ladewig and Holly Olson representing Stephens Auditorium; Robert Lindemeyer, Past President of the Stanton Memorial Carillonneur Foundation; and Noelle Fultz, President of Ames International Orchestra Festival Association (AIOFA) accepted the Proclamation.

Public Relations Officer Susan Gwiasda introduced Joe Sines as the new Media Productions Producer.

CONSENT AGENDA: Moved by Betcher, seconded by Beatty-Hansen, to approve the following items on the Consent Agenda:

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting held October 8, 2019
3. Motion approving Report of Contract Change Orders for October 1 - 15, 2019
4. Motion approving new 5-day Class C Liquor License (November 6 - 10, 2019) - Gateway Hotel & Conference Center, 429 Alumni Lane
5. Motion approving new 12-month Class B Beer – Chicha Shack Ames, 131 Welch Avenue - Pending Inspections
6. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Target Store T-1170, 320 S Duff Ave
 - b. Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - goPuff, 615 S Dayton Avenue
7. RESOLUTION NO. 19-551 approving Quarterly Investment Report ending September 30, 2019
8. RESOLUTION NO. 19-552 establishing rate and payment schedule for assessing costs associated with demolition of garage at 1107 Grand Avenue
9. RESOLUTION NO. 19-553 accepting 2019 Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program and authorizing Police Department to participate in the Program

10. RESOLUTION NO. 19-554 setting November 12, 2019, as the date of hearing regarding vacating Sanitary Sewer Easement at 610 and 700 SE 16th Street
 11. RESOLUTION NO. 19-555 approving preliminary plans and specifications for Water Plant Maintenance and Storage Building Project (located at the Water Treatment Plant); setting November 27, 2019, as bid due date and December 10, 2019, as date of public hearing
 12. RESOLUTION NO. 19-556 authorizing procurement of new Furnace Atomic Absorption Spectrophotometer from Agilent Technologies of Wilmington, Delaware, for Water and Pollution Control Laboratory Services Division in the amount of \$42,909.48
 13. RESOLUTION NO. 19-557 awarding contract to Fair Manufacturing Inc., of Yankton, South Dakota, for the purchase of one 8'-wide self-contained snow blower for Public Works Department in the amount of \$81,421 (purchase amount \$85,421 - \$4,000 trade in value)
 14. RESOLUTION NO. 19-558 approving contract and bond for Water Pollution Control Facility Methane Engine Generator Replacement Project
 15. RESOLUTION NO. 19-559 approving contract and bond for 2018/19 Sanitary Sewer Rehabilitation (SIPHON)
 16. RESOLUTION NO. 19-560 approving contract and bond for 2019/20 Sanitary Sewer Rehabilitation (Munn Woods)
 17. RESOLUTION NO. 19-561 approving Change Order No. 2 to TEI Construction Services, Inc., of Duncan, South Carolina, in an amount not to exceed \$120,000 for Power Plant Maintenance Services contract
 18. RESOLUTION NO. 19-562 approving Change Order No. 7 to Helfrich Brothers Boiler Works, Inc., of Lawrence, Massachusetts, in the amount of \$80,250 (inclusive of sales tax) for Power Plant Unit 7 Boiler Repair project
 19. RESOLUTION NO. 19-563 approving Change Order No. 1 to Earth Services & Abatement (ESA) LLC, of Des Moines, Iowa, in an amount not to exceed \$74,000 for Asbestos Remediation and Related Services and Supply Contract for Power Plant
 20. RESOLUTION NO. 19-564 accepting partial completion of public improvements for The Irons Subdivision and reducing the security being held therefor
 21. RESOLUTION NO. 19-565 accepting partial completion of public improvements for Village Park Subdivision, 1st Addition, and reducing the security being held therefor
- Roll Call Vote: 6-0. Resolutions/Motions declared adopted/approved unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PUBLIC FORUM: Mayor Haila opened Public Forum.

Merlin Pfannkuch, 1424 Kellogg Avenue, Ames, suggested that Council get aggressive with planning a new aquatic facility. He said the people of Ames are getting shorted of amenities while the industrial interests are being developed. Mr. Pfannkuch said incentives have been approved without consideration of the big picture and the overall financial situation.

Mayor Haila closed the Public Forum after no one else came forward to speak.

STAFF REPORT REGARDING INCENTIVES TO CONVERT RENTAL UNITS BACK TO OWNER-OCCUPIED HOUSING: Planning Director Kelly Diekmann reviewed the staff report response regarding the request from City Council to research options for incentives directed towards the conversion of single-family dwellings from rental properties to home ownership. He said staff

has divided the topic into four issues to focus the discussion on defining goals for an incentive program. One of the issues intended to be addressed by incentivizing the conversion of properties is the condition of the home and its desirability as an owner-occupied home as opposed to a rental home. Rental properties may have been modified to increase bedrooms or create different entrances; these modifications affect the flow and layout of a floor plan and do not work well for other household types.

Mr. Diekmann said if Council pursued a program to rehabilitate former rental properties, the program could either provide reimbursement for rehabilitation work, support the acquisition of former rental properties through down payment or closing cost assistance to the buyers, or purchase former rentals directly, then sell them to new owners. The next issue is the form of funding for the program. Whether used for acquisition or rehabilitation, the incentive can be offered as a grant or a loan. In either case, continued funding by the City is required to support a program long-term if no revenue is generated from prior investments. He reviewed the pros and cons of loans and grants.

The third issue is the source of the incentives. Mr. Diekmann said the options are a Property Tax Abatement for improvements made to a property within an Urban Revitalization Area, HOME/CDBG funding, and City funding. Household eligibility was the fourth issue that was reviewed. Mr. Diekmann advised Council that the use of federal funds will limit benefits to low- and moderate-income (LMI) households. To move forward with creating an incentive-based housing conversion program, City Council would need to identify the goals for the incentive program and provide direction regarding the four issues discussed. He said staff believes that, if this program were to move forward, it should be targeted to areas where there is an imbalance in ownership and rental properties. Targeting resources to specific areas would likely make the most appreciable difference in housing conditions compared to a distributed city-wide program.

Council Member Betcher asked what happens after an incentive is given. Mr. Diekmann said most examples required some element of length of stay by the buyer that is tied to the value of the incentive. Deed restrictions stay with the property and would be an option for the program as well.

Council Member Beatty-Hansen said the homes that will be available first will be the ones that could be targeted for LMI for use of the federal dollars. Then if that works, staff could potentially expand it in the future to market-rate homes too. Council Member Corrieri said she is more interested in the affordability piece. She said she is concerned about the number of homeowners who are able to qualify to purchase a home. She said she would like to target affordable properties, but maybe make the income guidelines different if the program was self-funded. Council Member Betcher said she would like to see the other component to convert rentals back to owner-occupied homes in near-campus neighborhoods as she thinks stability is more important than affordability. Ms. Corrieri clarified that affordability in targeted neighborhoods is what she meant, not necessarily a city-wide program.

Council Member Martin said he loves the idea that there might be a number of smaller homes that may not be affordable under certain guidelines, but are still an important end of the market. If staff could institute a market to convert the smaller rental homes back to owner-occupied, they could see

how much interest and how effective the program is. Ms. Beatty-Hansen said if they start with the affordable LMI target, they could use federal and City funds. Mr. Martin said that some of the smaller homes are easier to switch between renter occupants and owner-occupied simply because a smaller house wouldn't be split up. Council Member Gartin asked if it should matter that the context right now is that rent affordability is decreasing dramatically. He said the reason for all of these conversions to rentals was because the University added 10,000 students in a short amount of time and the market responded with more multi-family units. He suggested that if a landlord can't find renters for a house, economic incentives would be available to convert it back to owner-occupied. Mr. Gartin asked how staff would decide who gets the opportunities. Ms. Corrieri said there would be an application process like any other program that the City offers.

City Council Member Nelson said some units haven't been maintained as well and this will provide that incentive for people to be able to make those changes as the houses turn over. Ms. Beatty-Hansen said it's the best time to offer incentives to convert; if they don't, the rent would be lowered with no incentive to sell it back to be owner-occupied. Mr. Nelson said he is interested in having the two different programs that address the two issues related to rental housing. Ms. Baker-Latimer, Housing Coordinator, said as part of the Consolidated Plan, an online survey and a paper survey will be launched on October 28, 2019, which hasn't been done since 2015-16. Mayor Haila asked Mr. Diekmann if the discussions from Council are independent programs. Mr. Diekmann said operating a program that is not geared toward affordable housing should not be blended with federal funds because then the federal rules apply to all of the funds in the program. Ms. Beatty-Hansen said they won't be able to do a lot of homes in a year, but if they focus on the near-Campus neighborhoods, they could also include the affordable ones too. Ms. Betcher said as the guidelines are developed, priority could be given to homes in the specific neighborhoods, but the affordable part can be city-wide.

Moved by Beatty-Hansen, seconded by Corrieri, to explore two programs: one targeting affordable housing and one to be able to convert rental housing back into owner-occupied in targeted areas with the targeted areas to be suggested by staff.

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

Mayor Haila advised Council to discuss the issues as they were laid out. Mr. Diekmann said staff's involvement in the rehabilitation process is time-intensive and there will be an element of cost that will need to be brought back to Council. Ms. Baker-Latimer said they have tried similar programs on a smaller scale. Ms. Corrieri asked if the program is as labor-intensive if the City is providing grant money for the property owner to rehab and then sell it as an owner-occupied property rather than the City doing the rehabilitation and resale. Ms. Beatty-Hansen said that providing reimbursement to the landlord would likely only work for the market-rate houses, but the affordable purchases would be a simpler process for staff to be involved in. Mr. Nelson asked if down payment assistance is the most helpful in the situation that the City is handling the rehab and sale. Ms. Baker-Latimer said the down payment assistance is the biggest gap. Ms. Corrieri said she is not advocating for the City to purchase properties. She said the City either would provide funding to the current owner to rehab and then sell it as an owner-occupied property, or the City would provide funding to the buyer to purchase it and then rehab it. Ms. Betcher asked if staff could provide an incentive

in the form of money to the current owners of a rental house that doesn't need rehab work to place the deed restriction that it must be sold as owner-occupied and to sell in a certain amount of time. Mayor Haila confirmed that the Council does not want the City to buy the house and be involved in the rehab and resale.

Ms. Corrieri said affordable housing has been an issue for many years and not much has been done with it. She said she is not in favor of providing direct incentive for a seller if there is no rehab involved. Ms. Betcher said they need to restore the balance in neighborhoods. Ms. Beatty-Hansen said the ideal rentals that they would like to target are not the ones in great condition.

Moved by Betcher to provide reimbursement for rehabilitation work or down payment assistance to the buyer for rehabilitation work or direct incentive to the seller.
Motion failed for lack of second.

Mr. Martin said another issue is to prevent current owner-occupied homes from becoming rentals. Ms. Beatty-Hansen said the deed restriction covers that concern.

Moved by Nelson, seconded by Beatty-Hansen, to provide reimbursement for rehabilitation work or down-payment assistance to the buyer or reimbursement for rehabilitation work to the seller.

Mr. Gartin said he came to this discussion in support of a conversion, but now is not in support of this because of an email that was received with data that says rentals are more affordable now than they have been in the last 40 years. There have been broader market incentives to make these transactions happen, so he is not supportive at this time. People who are currently renting are going to be incentivized to convert anyway.

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

Mr. Diekmann said staff needs to know if Council wants there to be a match requirement. Mr. Nelson asked if CDBG funds would be used for grants. Ms. Corrieri said no match requirement would be needed.

Ms. Betcher said there is a partnership program in Maryland for City employees and University faculty to live near campus. The University provides \$15,000 and the City provides an additional \$5,000 for the program. She suggested seeing if Iowa State University would be interested in a similar program if there is a near-campus neighborhood focus.

Mr. Diekmann confirmed that Council is interested in both affordable and market-rate housing and that they want near-campus neighborhoods to be the focus, not to re-evaluate the whole city. Mr. Schainker asked if it would be reasonable to have a report before February so staff can plan for the budget needs. Ms. Beatty-Hansen asked if Mayor Haila could write a letter to the Board of Realtors to suggest a database of potential sales. Mayor Haila said he will come up with a way of

communicating that and bring it back to Council on November 12 for a motion to do something with it.

BROOKSIDE PARK RESTROOM RENOVATION PROJECT: Parks and Recreation Director Keith Abraham reviewed the project and the questions that came up at the last meeting. The current balance of the Park Development Fund is \$715,000, which does not account for the cost of the restroom project for \$81,000. Council Member Gartin wanted to know if that would affect anything on the horizon. Mr. Abraham said that balance has already taken out the cost of the projects that have recently been completed or are already planned. Rose Prairie park development is the only project not accounted for yet in the five year CIP, which is for \$200,000. City Manager Schainker said the Park Development funds are usually used for new park land acquisition or new structures on playgrounds. He said \$100,000 of funds gets replenished every year with Council's support. Ms. Betcher said it won't get any cheaper if they wait.

Mayor Haila opened public comment. Seeing none, he closed public comment.

Mr. Abraham clarified the term value engineering was used by the architect, but it was more for clarification on things like tuck-pointing. The scope of the project is not changing and they are not reducing things and staff needs to obtain clarification from the contractor to see if there is potential for savings. Mr. Schainker said Item C on the Agenda for this item can be removed altogether as it is something staff would normally do anyway.

Moved by Nelson, seconded by Gartin, to adopt RESOLUTION NO. 19-566 approving a contract with Henkel Construction Company from Mason City, Iowa, in the amount of \$295,000.

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

Moved by Betcher, seconded by Gartin, to adopt RESOLUTION NO. 19-567 approving authorizing use of \$6,525 savings from completed Brookside Park Path Lighting Project, \$6,882 in savings from completed Maintenance Building Electrical Update, and up to \$81,805 from Park Development Fund.

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

ISU RESEARCH PARK URBAN RENEWAL AREA: Moved by Gartin, seconded by Betcher, to pass on second reading an ordinance correcting boundaries of Tax-Increment Financing District No. 1.

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

Moved by Gartin, seconded by Betcher, to pass on second reading an ordinance creating Tax-Increment Financing District No. 2.

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

Moved by Martin, seconded by Beatty-Hansen, to pass on second reading an ordinance amending Chapter 29 to establish definitions, standards, and enforcement procedures for licensing of guest lodging in specified zoning districts.

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

Moved by Beatty-Hansen, seconded by Corrieri, to pass on second reading an ordinance amending Chapter 13 (Rental Code) to establish definitions, standards, and enforcement procedures for licensing of guest lodging in specified zoning districts.

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

Moved by Beatty-Hansen, seconded by Nelson, to pass on second reading an ordinance creating Chapter 35 to establish definitions, standards, and enforcement procedures for licensing of guest lodging in specified zoning districts.

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

Moved by Betcher, seconded by Corrieri, to pass on second reading an ordinance revising the age-limit restriction in the Contract Rezoning Agreement for 415 Stanton.

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

Moved by Corrieri, seconded by Betcher, to postpone third reading and adoption of the ordinance rezoning with Master Plan property located at 507 Lincoln Way from Downtown Gateway Commercial (DGC) to Highway-Oriented Commercial (HOC).

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

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

Memo from Deb Schildroth, Assistant City Manager dated October 22, 2019, regarding ASSET Data for Budget Guidelines Session: Mr. Schainker advised Council that if they are satisfied with the memo, no action is needed. If they want anything changed, they would need to make a motion and bring it back to the next meeting. Council made no motion.

Memo from Kelly Diekmann, Planning & Housing Director, dated September 17, 2019, regarding Metronet's Request to Acquire Surplus City Property at 1420 Lincoln Way: Moved by Beatty-Hansen, seconded by Nelson, to initiate the process of rezoning from SGA to UCRM and to direct staff to negotiate with Metronet on the acquisition of the property.

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

Email from Kyle Poorman dated October 10, 2019, regarding: (1) request to replace the flashing pedestrian light at Ames Middle School with an on-demand flashing pedestrian light; (2) request to 1) develop plans to make Mortensen Rd (west of South Dakota) safe for pedestrians including putting in crosswalks, pedestrian signage, and reducing the speed limit; 2) develop city-wide traffic plan with Ames School District; 3) provide update on staff's progress on studying sidewalk or bike path infill in area; 4) visit area to understand pedestrian safety issues; and (3) request to study the use of four-way red traffic lights with the idea of using the technique on intersections near ISU's

campus with intersections on Lincoln way through Iowa State's campus being the priority: Moved by Beatty-Hansen, seconded by Gartin, for a memo from staff on all three traffic related requests. Mr. Gartin added a friendly amendment to seek input from Ames Community School District for its perspective. Ms. Beatty-Hansen agreed to add the friendly amendment to the motion, seconded by Gartin.

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

Letter from Metronet dated October 07, 2019, regarding a request to allow Metronet facilities on a pole line across City property: Moved by Betcher, seconded by Gartin, for a memo from staff.

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

Letter from Anfu Wang dated October 11, 2019, regarding a request to reconsider the three ineligible items on façade grant application as eligible in order to receive as much funding as possible up to 15,000: Mr. Gartin said Council needs to make sure they are acting consistently. Ms. Betcher said they already discussed proration based on the construction already starting.

Moved by Betcher, seconded by Gartin, to direct staff to communicate with the applicant that Council is not interested in reconsidering the request.

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

COUNCIL COMMENTS:

Moved by Martin, seconded by Betcher, to direct staff to investigate current agreements with internet providers and indicate if use conditions can be imposed to require internet performance data reports.

Mr. Gartin said he agrees with the value of having this data and the goal is reasonable, but he is having trouble with the legal justification to obtain the data. Ms. Betcher said the purpose of the motion is to determine if it is legal.

Vote on Motion: 3-3. Voting aye: Betcher, Martin, and Beatty-Hansen. Voting nay: Gartin, Nelson, and Corrieri. Mayor Haila voted aye to break the tie. Motion declared carried.

Moved by Gartin, seconded by Martin, to schedule a workshop on the arts and to work with Mr. Sulzberger on that project.

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

Mr. Schainker said the workshop on October 28th might have to be cancelled as staff does not have the data needed to take the next step.

ADJOURNMENT: Moved by Betcher to adjourn the meeting at 8:01 p.m.

Rachel E. Knutsen, Deputy City Clerk

John A. Haila, Mayor

MINUTES OF THE SPECIAL MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

OCTOBER 23, 2019

The Special Joint Meeting of the Ames City Council and Iowa State University Student Government was called to order at 6:00 p.m. on the 23rd day of October, 2019, in the Campanile Room in the Memorial Union, Iowa State University. Mayor Haila, Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, David Martin, and Chris Nelson, and *ex officio* Member Devyn Leeson were present.

It was announced that a Symposium on Inclusive Organizations, co-sponsored by the City of Ames, Ames Chamber of Commerce, and Iowa State University (ISU), will be held on October 29, 2019.

It was noted that the City's Ames Citizens Academy helps a cross-section of community members learn about City services.

Mayor Haila announced a new initiative, "Progressive Dinners," that is currently being discussed with Senior Vice-President for Operations and Finance Pam Cain. He also asked the Student Government what City Council can do to make them feel more welcome.

Council Member Nelson said the City participates in the Municipal Equality Index Scorecard.

Student Senator Ian Searles noted there is an initiative with ISU's Parks Library and the Office of Diversity and Inclusion to develop a permanent acknowledgment statement that the University settled on Native American land.

Ex officio Member Devyn Leeson asked the Student Body to voice concerns or ideas about the Inclusive Crosswalk.

Elena Hoffmann, Director of Diversity and Inclusion at ISU, noted that the Diversity and Inclusion Committee has received positive feedback from students. She noted that the Crosswalk was impactful and showed acceptance in the community.

Mayor Haila noted that the City Council is looking at adopting ISU's Principles of Community. Efforts will include co-branding and the development of language that is universal or applies off Campus.

Student Senator Sandeep Stanley referenced BYU's resolution. He noted that the LGBTQ community looks at Student Government's decisions and urged the Student Body to show support.

Council Member Gloria Betcher said a committee of those who attended the International Town and Gown Association 2019 Conference will be making a series of recommendations (including diversity and inclusion initiatives) to University leadership.

MICROMOBILITY - UNIVERSITY AND CITY REGULATIONS: Student Body President Vishesh Bhatia asked Mayor Haila to provide background information regarding scooters. Mayor

Haila deferred to Council Member Beatty-Hansen. Ms. Beatty-Hansen said she is interested in having scooters in Ames. She referenced the early model of scooter companies where they would come to a town and drop off scooters. Ms. Beatty-Hansen said companies are now more willing to work with cities to regulate scooters. She told the group that the City has formed a committee that includes ISU representation to explore the possibility of having scooters in Ames. Ms. Beatty-Hansen said the City has not committed to having scooters and asked for student input.

A student senator suggested the City look at its infrastructure. Another student noted it takes time to get from one area of Campus to another and that scooters might help. It was noted that some students have motorized scooters and other motorized vehicles on Campus already. It was also noted that the student sustainability committee is interested in scooters. Other concerns included bike lanes and accessibility.

Sandeep Stanley referenced the resolution ISU Student Government passed a year ago against scooters on Campus and noted that there might be enough support now to change the resolution.

Student Senator Crabb noted that the University of Milwaukee has hot spots for scooters that cut down on travel time. Mr. Leeson asked if the City can regulate scooters to a particular spot. Ms. Beatty-Hansen said scooter companies have means to regulate and hold users accountable including the issuance of fines.

CITY-WIDE INTERNET UTILITY: Mayor Haila deferred to Council Member Martin. Mr. Martin said ISU has had its own access to internet since the 1980's. He said that the City Council is trying to address internet issues off Campus. Mr. Martin said the City has received interest from a provider (Metronet) and that the Council has commissioned a feasibility study to see if the City can service internet users. Mayor Haila added that the City cannot regulate prices but it can offer incentives to fill gaps.

A student senator expressed support of municipally-owned internet. It was noted by another student senator that ISU will be upgrading its internet facilities in the next two to five years. This improvement will result in lower costs for students on Campus.

Mr. Leeson asked Mr. Martin to discuss the six values Council is interested in regarding internet service. Mr. Martin noted the Council is interested in availability, reliability, cost, speed, customer service, and policy (e.g. net neutrality, broadband privacy).

OPEN FORUM: Mayor Haila asked Mr. Nelson to address sustainability and Ms. Corrieri to address affordable housing.

Mr. Nelson noted that the City has moved from using coal to using natural gas, is conducting a greenhouse gas inventory, is obtaining electric buses, is looking to change how the Resource Recovery Plant processes waste, and has implemented waste reduction programs.

Ms. Corrieri told the group about the City's First-Time Homebuyer Assistance Program, ASSET,

and Story County Housing Trust. She also noted that the City is looking to convert rental housing back to owner-occupied housing.

A student senator noted concerns with signage on 16th Street near Vet Med, Lincoln Way and Stanton Avenue, and University Boulevard and Haber Road.

Mayor Haila invited students to apply for the City's Boards and Commissions.

ADJOURNMENT: The meeting adjourned at 7:07 p.m.



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 st – 15 th
	<input checked="" type="checkbox"/>	16 th – End of Month
Month & Year:	October 2019	
For City Council Date:	November 12, 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)
Electric Services	Unit 7 Boiler Repair	8	\$6,376,685.00	Helfrich Brothers Boiler Works, Inc.	\$1,623,457.39	\$-(3,698.99)	B. Trower	JN
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

Applicant License Application ()

Name of Applicant: <u>YeOlde LLC.</u>		
Name of Business (DBA): <u>Dublin Bay</u>		
Address of Premises: <u>123 Airport Rd</u>		
City <u>Ames</u>	County: <u>Iowa</u>	Zip: <u>50010</u>
Business <u>(515) 451-1167</u>		
Mailing <u>320 S 16th</u>		
City <u>Ames</u>	State <u>IA</u>	Zip: <u>50010</u>

Contact Person

Name <u>Donald O'Brien</u>
Phone: <u>(515) 451-1167</u> Email <u>donnyob@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 11/13/2019

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

Donald O'Brien

First Name: Donald **Last Name:** O'Brien
City: Ames **State:** Iowa **Zip:** 50014
Position: manager member
% of Ownership: 39.50% **U.S. Citizen:** Yes

Richard Carmer

First Name: Richard **Last Name:** Carmer
City: Ames **State:** Iowa **Zip:** 50014
Position: manager member
% of Ownership: 39.50% **U.S. Citizen:** Yes

Justin Kabrick

First Name: Justin **Last Name:** Kabrick
City: Ames **State:** Iowa **Zip:** 50010
Position: manager member
% of Ownership: 10.00% **U.S. Citizen:** Yes

Ken Eichenberger

First Name: Ken

Last Name: Eichenberger

City: Ames

State: Iowa

Zip: 50010

Position: manager member

% of Ownership: 11.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Integrity Insurance

Policy Effective Date: 11/13/2019

Policy Expiration 11/18/2019

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>Orchestrate Management</u>		
Name of Business (DBA): <u>Gateway Market</u>		
Address of Premises: <u>ISU Alumni Center- Powell Reception</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business <u>(515) 331-1753</u>		
Mailing <u>130 E. 3rd St., Ste 201</u>		
City <u>Des Moines</u>	State <u>IA</u>	Zip: <u>50309</u>

Contact Person

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

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 12/07/2019

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

Paul Rottenberg

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

LADCO Development, Inc

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

REB Development, LLC

First Name: REB **Last Name:** Development, LLC
City: Clive **State:** Iowa **Zip:** 50325
Position: Partner
% of Ownership: 14.06% **U.S. Citizen:** Yes

Michelle Mathews**First Name:** Michelle**Last Name:** Mathews**City:** Des Moines**State:** Iowa**Zip:** 50309**Position:** Controller**% of Ownership:** 0.00%**U.S. Citizen:** Yes**Insurance Company Information****Insurance Company:** Midwest Family Mutual Insurance Company**Policy Effective Date:** 12/07/2019**Policy Expiration** 12/12/2019**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>Orchestrate Management</u>		
Name of Business (DBA): <u>Gateway Market</u>		
Address of Premises: <u>ISU Alumni Center- Pork Producers</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business <u>(515) 331-1753</u>		
Mailing <u>130 E. 3rd St., Ste 201</u>		
City <u>Des Moines</u>	State <u>IA</u>	Zip: <u>50309</u>

Contact Person

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

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 12/13/2019

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

Paul Rottenberg

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

LADCO Development, Inc

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

REB Development, LLC

First Name: REB **Last Name:** Development, LLC
City: Clive **State:** Iowa **Zip:** 50325
Position: Partner
% of Ownership: 14.06% **U.S. Citizen:** Yes

Michelle Mathews**First Name:** Michelle**Last Name:** Mathews**City:** Des Moines**State:** Iowa**Zip:** 50309**Position:** Controller**% of Ownership:** 0.00%**U.S. Citizen:** Yes**Insurance Company Information****Insurance Company:** Midwest Family Mutual Insurance Company**Policy Effective Date:** 12/13/2019**Policy Expiration** 12/18/2019**Bond Effective****Dram Cancel Date:****Outdoor Service Effective****Outdoor Service Expiration****Temp Transfer Effective****Temp Transfer Expiration Date:**



MEMO

Item No. 9

To: Mayor John Haila and Ames City Council Members
From: Lieutenant Tom Shelton, Ames Police Department
Date: October 21, 2019
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for November 12, 2019 includes beer permits and liquor license renewals for:

- Class B Native Wine Permit with Sunday Sales - Chocolaterie Stam, 230 Main Street
- Class B Liquor License with Catering, Outdoor Service and Sunday Sales - Country Inn & Suites Ames, 2605 SE 16th Street

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.

- Class E Liquor License - AJ's Liquor III, 2401 "A" Chamberlain Street
- Class C Liquor License with Outdoor Service and Sunday Sales - Outlaws, 2522 Chamberlain St.

A review of police records for the past 12 months found 9 liquor law violations for the above locations; 3 were cited for On Premises at AJ's Liquor III while 6 were cited for On Premises at Outlaws. A review of the cases found 3 individuals had Fake ID's, 3 individuals walked in with friends and did not get ID'd. The other 3 individuals claimed they were with band members and were let in.

Records indicate representatives of AJ's Liquor III attended the summer 2018 bar meeting but missed the spring 2019 bar meeting.

Records indicate representatives from Outlaws attended the summer 2018 and 2019 bar meetings.

The Police Department will continue to monitor the above location by conducting regular foot patrols, bar checks and by educating the bar staff through trainings and quarterly meetings. The Ames Police Department recommends renewal of licenses for the above business.



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MEMO

Item No. 10

TO: Members of the City Council

FROM: John A. Haila, Mayor

DATE: November 12, 2019

SUBJECT: Appointment to Fill Vacancy on Zoning Board of Adjustment

Aladdin al Katheri member of the Zoning Board of Adjustment, has submitted his resignation from the board. Since Aladdin's term of office does not expire until April 1, 2020, an appointment needs to be made to fill this vacancy.

Therefore, I request that the City Council approve the appointment of Leila Ammar to fill an unexpired term of office on the Zoning Board of Adjustment.

JAH/alc

COUNCIL ACTION FORM

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR POLICE ENFORCEMENT OF TOBACCO, ALTERNATIVE NICOTINE, AND VAPOR PRODUCTS REGULATIONS

BACKGROUND:

The Police Department is requesting permission to renew a 28E intergovernmental agreement with the Iowa Alcoholic Beverages Division for enforcement of tobacco, alternative nicotine, and vapor product laws. This agreement provides that the Alcoholic Beverages Division will pay the City of Ames \$75 for each compliance check conducted by the Police Department.

The Police Department will use this funding to continue compliance checks with local retailers related to underage tobacco and alternative nicotine and vapor products enforcement activities.

No matching funds are required with this grant.

ALTERNATIVES:

1. Approve the renewed 28E Agreement for Tobacco, Alternative Nicotine, and Vapor Product Enforcement between the Police Department and the Iowa Alcoholic Beverages Division.
2. Do not approve the renewed the 28E Agreement for Tobacco, Alternative Nicotine and Vapor Products Enforcement between the Police Department and the Iowa Alcoholic Beverages Division.

CITY MANAGER'S RECOMMENDED ACTION:

This State grant provides an outside source of funding to facilitate tobacco, alternative nicotine and vapor products regulations compliance within the community.

It is the recommendation of the City Manager that the City Council approve Alternative #1 authorizing the 28E intergovernmental agreement between the Police Department and the Alcoholic Beverages Division.

COUNCIL ACTION FORM

SUBJECT: VACATION OF PUBLIC WALKWAY EASEMENTS AT 3802 & 3806
MARIGOLD DRIVE

BACKGROUND:

In order to meet pedestrian access requirements, the final plat of South Fork 4th Addition included 5-foot-wide easements for a mid-block sidewalk south of Marigold Drive at 3802 and 3806 Marigold Drive. However, the connecting 10-foot-wide sidewalk easement that would have continued to the south was not platted with the corresponding South Fork 8th Addition. An easement was obtained one lot further to the east at 3719 Coy Street when the 9th Addition was platted. Therefore, in order to better align the sidewalk, 5-foot-wide sidewalk and electric easements (these easements are for electric infrastructure) were obtained from 3728 and 3732 Marigold Drive properties. As a result, the previously platted 5' public walkway easements at 3802 and 3806 Marigold Drive are no longer needed and can be vacated. See Attachment A for existing easements and easements to be vacated.

ALTERNATIVES:

1. Set the date of public hearing as November 26, 2019 to approve the vacation of the aforementioned easements at 3802 and 3806 Marigold Drive.
2. Reconsider the vacation of the easements at 3802 and 3806 Marigold Drive.

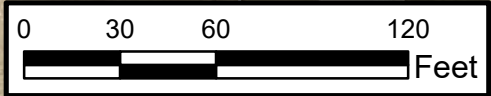
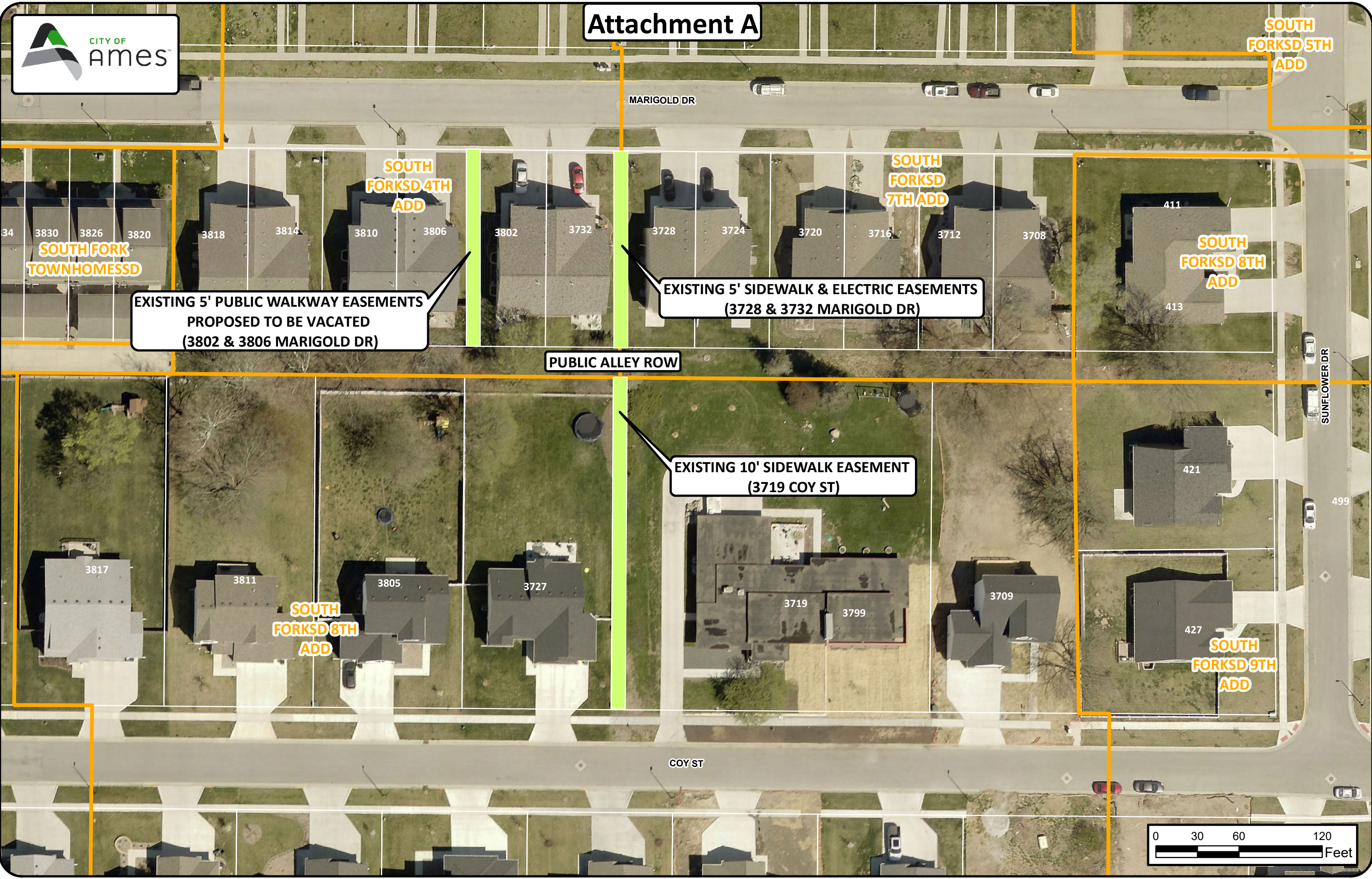
MANAGER'S RECOMMENDED ACTION:

Additional sidewalk easements were obtained to align the existing public walkway between Marigold Drive and Coy Street. Thus, the previous easements to the west at 3802 and 3806 Marigold Drive are no longer needed.

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



Attachment A



COUNCIL ACTION FORM

SUBJECT: **SOUTH GRAND AVENUE EXTENSION PROJECT - LAND ACQUISITION OF EASEMENTS FROM IOWA STATE UNIVERSITY**

BACKGROUND:

The City of Ames is acquiring easements from Iowa State University for the South Grand Avenue extension. Iowa State University owns land that lies west of the Vet Med Trail that is leased for Coldwater Golf Links. **Temporary and permanent easements are for construction of the South Grand Avenue extension roadway embankment, bridge, and realignment of Worrell Creek as it enters Squaw Creek at this location (Phase 2, shown below). These easements were negotiated for an amount of \$11,626.**

The overall project is broken into three phases to allow for flexibility in timing of construction and funding. The phases are:

- 1) S. 5th St extension and the portion of S. Grand Ave from Squaw Creek Drive to S. 5th St (Note: this portion has already been bid and awarded)
- 2) S. Grand Ave South of S. 5th Street (this portion includes two bridges to accommodate Squaw Creek and a box culvert for golf cart passage)
- 3) Reconstruction and widening additional turn lanes at S. Duff Ave and S. 16th St.

The design of this phase (Ph. 2) of the project is nearing completion. The plans have been reviewed by the Iowa DOT and City Staff at both the “preliminary” and “check” plan stages. The final plans are scheduled to be submitted to the Iowa DOT for a January bid letting. The current plan is to begin construction as soon as possible after the contract is awarded.

The overall project is included in the Capital Improvements Plan (CIP) identifies funding from FY 2017/18 and continuing through FY 2019/20. Funding includes \$9,700,000 in G.O. Bonds, \$4,300,000 in MPO/STP Funds, and \$3,450,00 in Federal/State Grant Funds. As noted above, construction is anticipated to commence in FY 2019/20.

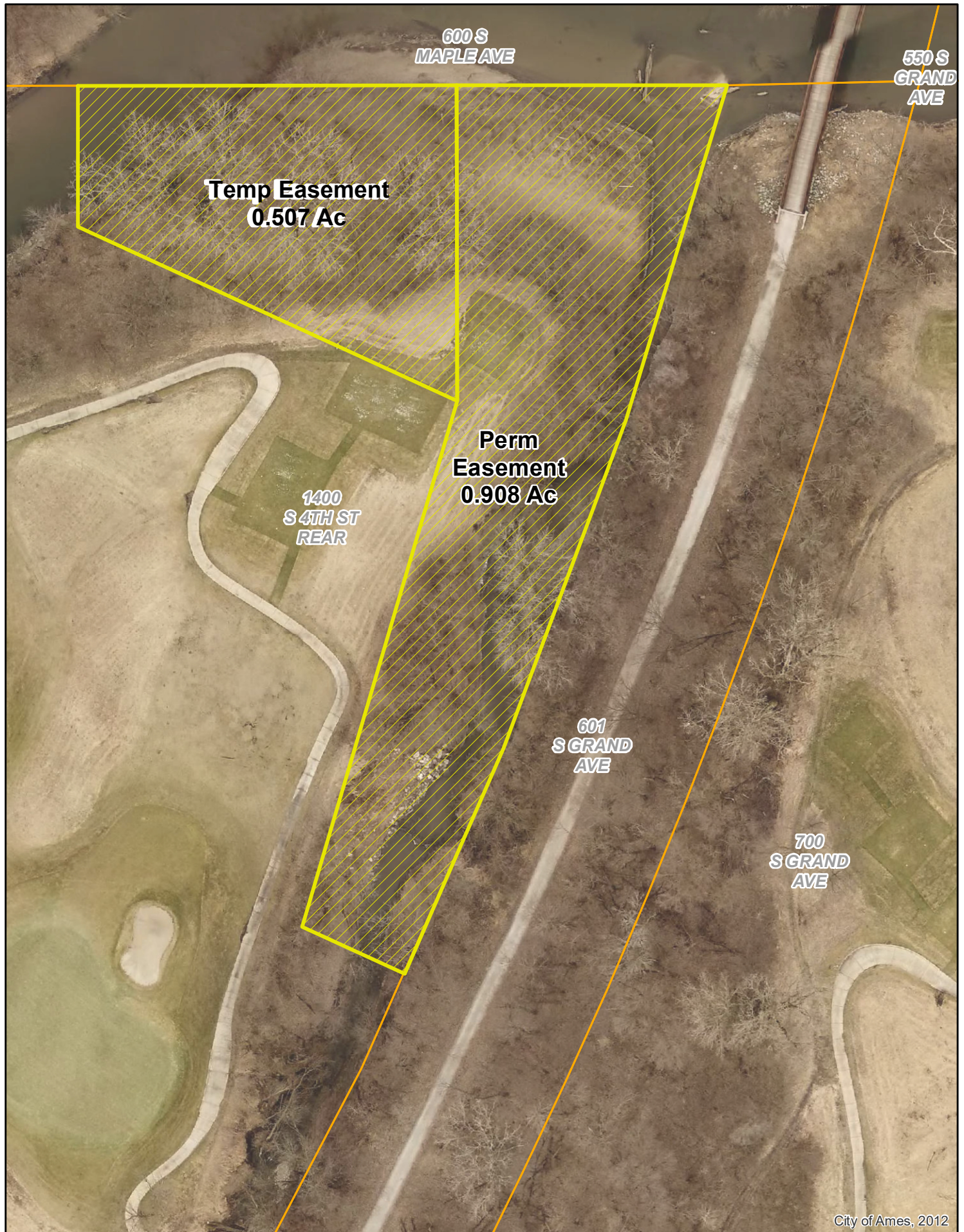
ALTERNATIVES:

1. Approve the easements with Iowa State University for South Grand Avenue Extension project in the amount of \$11,626.
2. Reject the agreement and direct staff to pursue different land acquisition arrangements with Iowa State University.

MANAGER'S RECOMMENDED ACTION:

Approval of the easement agreement with Iowa State University enables the Board of Regents to consider this at their November meeting. Delay or rejection of this agreement could require the redesign of the entire South Grand Avenue project.

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



PREPARED BY: Mark O. Lambert, Ames City Attorney, 515 Clark Ave., Ames, IA 50010, 515-239-5146
RETURN TO: Paula K. DeAngelo, Deputy Counsel, Iowa State University, 3550 Beardshear, 515 Morrill Road, Ames, Iowa 50011
Legal Description: See pages 10 and 12.

**ROADWAY EASEMENT
CITY OF AMES – IOWA STATE UNIVERSITY – SOUTH GRAND EXTENSION**

This Roadway Easement Agreement is entered into this ____ day of _____, 2019, by and between the Board of Regents, State of Iowa for the use and benefit of Iowa State University of Science and Technology (“Grantor”) and the City of Ames (“Grantee”)

WHEREAS, Grantor is the owner of certain real property located in the City of Ames, Story County, Iowa that is legally described as:

Part of Parcel “W”, Plat of Survey, in Inst. No. 01-08199 recorded in the Story County Recorder’s office now in and forming a part of the City of Ames, Story County, Iowa, more particularly described as follows:

SEE ATTACHED EASEMENT PLATS (depicting the “Property”);

WHEREAS, Grantee desires to construct an extension of roadway known as South Grand Avenue connecting the existing termini near Squaw Creek Drive and South 16th Street.

WHEREAS, the construction of the extension of South Grand Avenue will impact Grantor by constructing a slope from the roadway embankment and realigning the existing channel of a waterway known as Worle Creek (“Project”).

WHEREAS, Grantee desires to widen the public right-of-way to include the slope of the roadway embankment and Grantee desires to make a record of the full extent of the new right-of-way area.

NOW, THEREFORE, Grantor, pursuant to Iowa Code §262.9(8) and in consideration of the payment of \$11,626.00 and other consideration set forth in this Agreement, hereby grants to Grantee both a permanent and a temporary construction easement consisting of the area identified on Exhibit A, subject to the following terms and conditions:

1. Location: The easement granted pursuant to this Agreement shall be located upon and limited to the tract described in the legal description and depicted on the plat of easement documents

marked Exhibit A, which are attached and made part of this Agreement (“Easement Area”).

2. Use: Grantee shall use the Easement Area only for the purpose of constructing, reconstructing, using, maintaining, and repairing the roadway as a public right-of-way, which may, at the Grantee’s option include, but is not limited to, the paved traveled portion of the street, surface water drainage systems, sidewalks or shared use paths, and all appurtenant structures and fixtures. The parties acknowledge that the Easement Area and the roadway will be a public right-of-way under the jurisdiction and regulatory authority of the Grantee and open to use by members of the public, and Grantor and Grantee may use the roadway as other members of the public may use it.
3. Access: Grantee’s entrance upon the Grantor’s Property for the purpose of construction, reconstruction, use, maintenance, and repair of the roadway shall be limited to the Easement Area shown in Exhibit A.
4. Construction: Grantor and Grantee shall each designate at least one representative to serve as its liaison to the other party regarding the initial Project. Grantee shall give notice to Grantor’s representative two weeks before initial construction of the Project is to begin on the Property and shall give a second notice 48 hours before initial construction of the Project is to begin on the Property. Grantee shall submit to Grantor for Grantor’s approval a copy of Grantee’s Project plans for initial construction of the Roadway on the Property. Grantor’s approval shall not be unreasonably withheld. Grantee shall ensure that the Project is constructed in accordance with the approved plans.

Grantor’s property shall not be subjected to liens of any nature by reason of Grantee’s construction, maintenance or repair of the Roadway or by reason of any other act or omission of Grantee, including, but not limited to, mechanic’s and materialman’s liens. Grantee has no power, right or authority to subject Grantor’s property to any mechanic’s or materialman’s lien or claim of lien.

5. Utilities Crossings: All crossings of Grantor’s existing sewers, water lines, electric lines, tile lines, or other existing facilities shall be made in cooperation with and subject to the reasonable specifications of the engineer or other official of Iowa State University of Science and Technology in charge of such installations. If the Easement Area crosses an easement previously granted by Grantor to a utility provider or other entity, prior to engaging in any construction activities in the Easement Area, Grantee shall obtain from the easement holder its written consent to the easement granted to Grantee pursuant to this Agreement and submit to Grantor a copy of the written consent.
6. Restoration: As soon as reasonably possible after construction is complete, weather and season permitting, Grantee shall restore the Easement Area not utilized for the roadway to its natural grade and previous condition or, if reasonably required by the construction, reconstruction, or repair, an improved grade and condition compatible therewith. As part of that effort, during construction Grantee shall remove and stockpile existing topsoil from areas to be excavated. Following construction of the roadway, Grantee shall spread topsoil and seed areas within the Easement Area that are disturbed by the construction and not utilized for the roadway.

7. Liability:

- a. Damage to ISU Property. Grantee shall promptly notify Iowa State University of Science and Technology of any damage to the Easement Area, Property or other real or personal property of Iowa State University of Science and Technology occurring while Grantee is constructing, maintaining or repairing the Roadway. At Grantor's request, Grantee shall either repair or replace the damaged property, reimburse Grantor for reasonable, documented expenses incurred by Grantor to repair or replace the damaged property or compensate Grantor for the loss of the property.
 - b. Maintenance and Repair. As between Grantor and Grantee, Grantee shall be solely responsible for maintaining and repairing the Easement Area, including the Roadway, the Roadway embankment and the relocated Worle Creek, but excluding any driveway aprons within the Easement Area provided for Grantor.
 - c. Third Party Claims. To the extent permitted by Chapter 670 of the Iowa Code and other applicable law, Grantee shall indemnify and hold harmless Iowa State University of Science and Technology, the Board of Regents – State of Iowa, the State of Iowa and their respective officers, employees and agents harmless from any claims, liabilities, damages, fines and expenses arising from the Roadway, use of the Easement Area by Grantee, or from any tort (as defined in Chapter 670 of the Iowa Code) arising from the acts or omissions of Grantee or its officers or employees.
 - d. Insurance. Grantee shall maintain appropriate insurance coverage or self-insure for liabilities that may arise from the activities set forth in the Agreement.
8. Rights Reserved & Limitations: Grantor reserves to itself and to Iowa State University of Science and Technology the right within the Easement Area to grant easements for or to construct sewers, water lines, electric lines, tile lines, or other facilities across or through the Easement Area in a manner that does not interfere with the Roadway and consistent with the fact that the Roadway shall be a part of the municipal street system. Grantor shall not erect or place within the Easement Area any building or other structure or improvement.
9. Consideration: In consideration for the grant of this easement, Grantee shall pay Grantor \$11,626.00 within thirty days of the date the last party executes this Agreement. Grantee shall make the payment payable to Iowa State University and submit the payment to its Interim Senior Vice President for Operations and Finance.
10. Duration: This easement is granted and all rights hereunder shall endure as long as the Grantee continues to use the same for a roadway. Whenever said use shall be discontinued, all rights granted herein shall terminate and revert to the Grantor. If the Property is ever subdivided, the Grantor shall, without cost to Grantee, convey fee title by permanent dedication of the right-of-way to Grantee subject to the approval of the Board of Regents, State of Iowa.
11. Assignment Prohibited: Neither party shall assign its rights in whole or in part to any other party without obtaining the written consent of the other party, which shall not be unreasonably withheld.

12. Temporary Easement: Grantor grants to Grantee a Temporary Construction Easement in the area depicted in Exhibit A solely for the purpose of constructing the Project. The Temporary Construction Easement being granted by Grantor to Grantee shall terminate upon completion of the construction of this project and acceptance of the project by the City Council. Grantee's obligations and liability with respect to the Easement Area shall also apply to the Temporary Construction Easement.
13. Leasehold Interest: Grantor acknowledges that Legacy Golf Associates, Inc. ("Legacy") has transferred to Grantee the leasehold interest that Legacy has in the Property pursuant to a lease between Grantor and Legacy dated February 22, 2001. Grantor consents to the transfer of Legacy's leasehold interest to Grantee. Despite Grantee's leasehold interest in the Property, Grantor and Grantee agree that the terms of this Agreement shall govern Grantee's use of the Property and not the terms of the lease between Grantor and Legacy.

Each and all the above terms, covenants and conditions are of the essence hereof, and Grantee, by accepting this instrument, covenants to comply and perform as so specified.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument by their lawfully designated officials as of the date first written above.

BOARD OF REGENTS, STATE OF IOWA

By: _____
Mark Braun
Executive Director

State of Iowa)
S.S.

County of Polk)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared the executive director of the Board of Regents, State of Iowa, to me personally known, who being by me duly sworn, did say that he is Mark Braun, that the instrument was signed on behalf of and by the authority of the Board of Regents, State of Iowa and that Mark Braun was authorized to execute this instrument by vote of the Board of Regents, State of Iowa at its meeting on the _____ day of _____, 2019, and that execution of this instrument is a voluntary act and deed of the Board of Regents, State of Iowa and of the executive director.

Notary Public in and for Said County
My Commission expires: _____

CITY OF AMES

By _____
John A. Haila
Mayor, City of Ames

Attest:

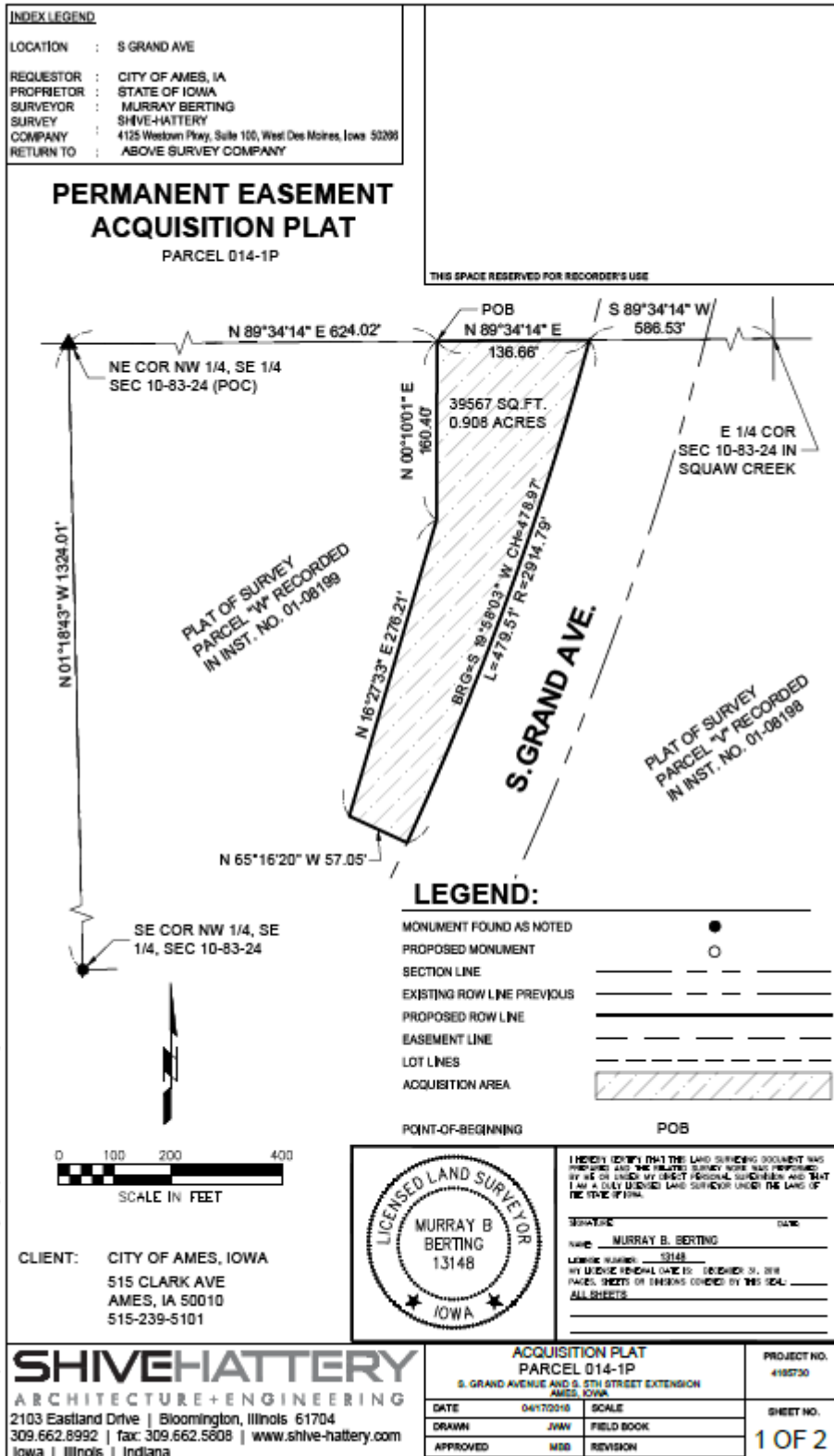
By _____
Diane R. Voss
City Clerk, City of Ames

State of Iowa)
County of Story) S.S.

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 in and for Said County
My commission expires: _____

EXHIBIT A



INDEX LEGEND

LOCATION : S GRAND AVE
REQUESTOR : CITY OF AMES, IA
PROPRIETOR : STATE OF IOWA
SURVEYOR : MURRAY BERTING
SURVEY : SHIVE-HATTERY
COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50209
RETURN TO : ABOVE SURVEY COMPANY

**PERMANENT EASEMENT
ACQUISITION PLAT**

PARCEL 014-1P

THIS SPACE RESERVED FOR RECORDER'S USE

PERMANENT EASEMENT LEGAL DESCRIPTION: PARCEL 014-1P PARCEL "W"

PART OF PARCEL "W", PLAT OF SURVEY, IN INST. NO. 01-08199 RECORDED IN THE
STORY COUNTY RECORDERS OFFICE NOW IN AND FORMING A PART OF THE CITY OF
AMES, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH
P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA;

THENCE NORTH 89°34'14" EAST, ALONG THE NORTH LINE OF SAID PARCEL "W", FOR A
DISTANCE OF 624.02 FEET TO THE POINT-OF-BEGINNING;

THENCE CONTINUING NORTH 89°34'14" EAST, ALONG THE NORTH LINE OF SAID PARCEL
"W", FOR A DISTANCE OF 136.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 2914.79 FEET;

THENCE ALONG SAID CURVE FOR A DISTANCE OF 479.51 FEET, SAID CURVE HAVING A
CHORD BEARING OF SOUTH 19°58'03" WEST AND A CHORD DISTANCE OF 478.97 FEET;

THENCE NORTH 65°16'20" WEST FOR A DISTANCE OF 57.05 FEET;

THENCE NORTH 16°27'33" EAST FOR A DISTANCE OF 276.21 FEET;

THENCE NORTH 00°10'01" EAST FOR A DISTANCE OF 160.40 FEET TO THE
POINT-OF-BEGINNING.

CONTAINING 39,567 SQ. FT. (0.908 ACRES)

File Path: P:\Projects\DMA\182728\DWG\Survey\Parcel\Acq\ShiveHattery\ACQ-014-1P.dwg

SHIVE-HATTERY
ARCHITECTURE+ENGINEERING
2103 Eastland Drive | Bloomington, Illinois 61704
309.662.8992 | fax: 309.662.5808 | www.shive-hattery.com
Iowa | Illinois | Indiana

ACQUISITION PLAT
PARCEL 014-1P
S. GRAND AVENUE AND S. 5TH STREET EXTENSION
AMES, IOWA

PROJECT NO.
4185730

DATE	04/17/2019	SCALE
DRAWN	JWW	FIELD BOOK
APPROVED	MBB	REVISION

SHEET NO.
2 OF 2

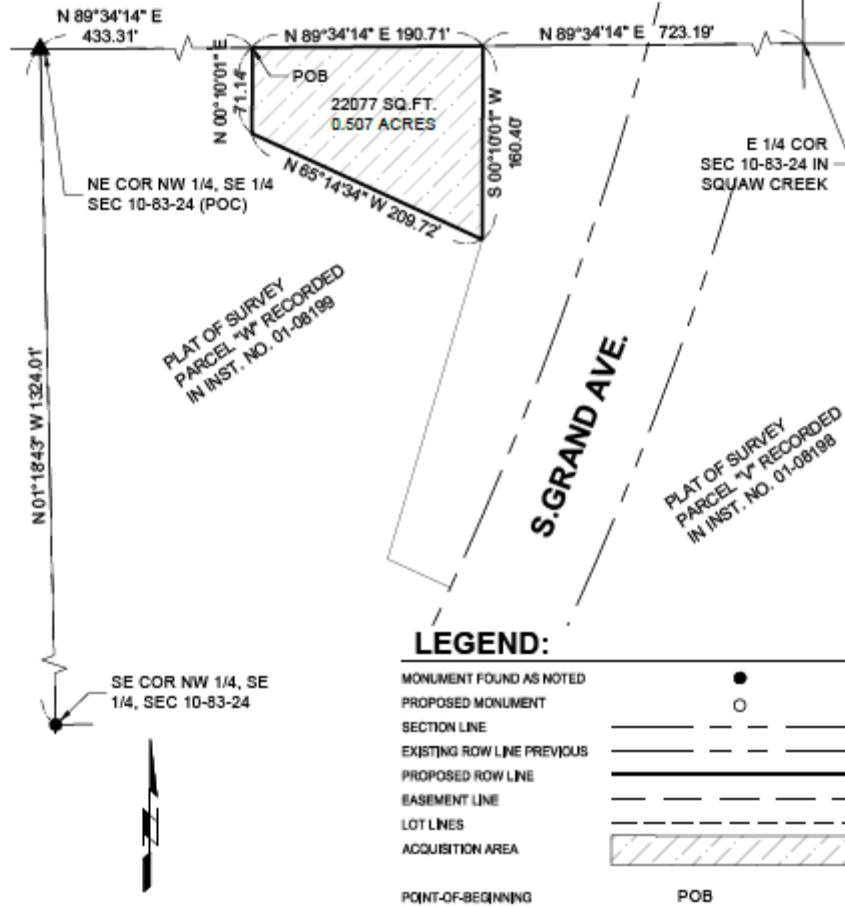
INDEX LEGEND

LOCATION : S GRAND AVE
 REQUESTOR : CITY OF AMES, IA
 PROPRIETOR : STATE OF IOWA
 SURVEYOR : MURRAY BERTING
 SURVEY : SHIVE-HATTERY
 COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50260
 RETURN TO : ABOVE SURVEY COMPANY

TEMPORARY EASEMENT ACQUISITION PLAT

PARCEL 014-1T

THIS SPACE RESERVED FOR RECORDER'S USE



CLIENT: CITY OF AMES, IOWA
 515 CLARK AVE
 AMES, IA 50010
 515-239-5101



I HEREBY CERTIFY THAT THE 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 QUALIFIED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____ DATE: _____
 NAME: MURRAY B. BERTING
 LICENSE NUMBER: 13148
 MY LICENSE EXPIRES DATE IS: DECEMBER 31, 2018
 PAGES: 1 SHEETS: 1 OF 2 SHEETS

SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 309.662.8992 | fax: 309.662.5808 | www.shive-hattery.com
 Iowa | Illinois | Indiana

ACQUISITION PLAT PARCEL 014-1T		PROJECT NO.
S. GRAND AVENUE AND S. 5TH STREET EXTENSION AMES, IOWA		4185750
DATE: 04/17/2018	SCALE:	1 OF 2
DRAWN: JWW	FIELD BOOK:	
APPROVED: MB	REVISION:	

INDEX LEGEND LOCATION : S GRAND AVE REQUESTOR : CITY OF AMES, IA PROPRIETOR : STATE OF IOWA SURVEYOR : MURRAY BERTING SURVEY : SHIVE-HATTERY COMPANY : 4125 Woodrow Pkwy, Suite 100, West Des Moines, Iowa 50260 RETURN TO : ABOVE SURVEY COMPANY			
TEMPORARY EASEMENT ACQUISITION PLAT PARCEL 014-1T		THIS SPACE RESERVED FOR RECORDER'S USE	
<p>TEMPORARY EASEMENT LEGAL DESCRIPTION: PARCEL 014-1T PARCEL "W"</p> <p>PART OF PARCEL "W", PLAT OF SURVEY, IN INST. NO. 01-08199 RECORDED IN THE STORY COUNTY RECORDERS OFFICE NOW IN AND FORMING A PART OF THE CITY OF AMES, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M. IN THE CITY OF AMES, STORY COUNTY, IOWA;</p> <p>THENCE NORTH 89°34'14" EAST, ALONG THE NORTH LINE OF SAID PARCEL "W", FOR A DISTANCE OF 433.31 FEET TO THE POINT-OF-BEGINNING;</p> <p>THENCE CONTINUING NORTH 89°34'14" EAST, ALONG THE NORTH LINE OF SAID PARCEL "W", FOR A DISTANCE OF 190.71 FEET;</p> <p>THENCE SOUTH 00°10'01" WEST FOR A DISTANCE OF 160.40 FEET;</p> <p>THENCE NORTH 65°14'34" WEST FOR A DISTANCE OF 209.72 FEET;</p> <p>THENCE NORTH 00°10'01" EAST FOR A DISTANCE OF 71.14 FEET TO THE POINT-OF-BEGINNING.</p> <p>CONTAINING 22,077 SQ. FT. (0.507 ACRES)</p>			
SHIVEHATTERY ARCHITECTURE+ENGINEERING 2103 Eastland Drive Bloomington, Illinois 61704 309.662.8992 fax: 309.662.5808 www.shive-hattery.com Iowa Illinois Indiana		ACQUISITION PLAT PARCEL 014-1T S. GRAND AVENUE AND S. 5TH STREET EXTENSION AMES, IOWA	PROJECT NO. 4185730
		DATE 04/17/2018 DRAWN JWW APPROVED MSB	SCALE FIELD BOOK REVISION
		SHEET NO. 2 OF 2	

COUNCIL ACTION FORM

SUBJECT: **AWARD OF CONTRACT FOR CYRIDE BUS PURCHASE OF THREE 40' BUSES**

BACKGROUND:

CyRide was recently awarded two grants for new buses. Together, these grants will cover 97% of the costs of three new standard diesel 40' buses. The budget for this bus purchase is as follows:

SOURCE	AMOUNT
2019 Iowa Clean Air Attainment Program (ICAAP) Grant	\$1,221,960
2019 Iowa's Volkswagen Settlement Environmental Mitigation Trust Project (VWSEMT) Grant	\$170,640
Local Funding (3%)	\$45,000
Total Funds Available	\$1,437,600

The Iowa Department of Transportation completed a statewide bid of heavy duty buses in Fall 2018. Transit agencies in the State of Iowa can use the resulting contract to purchase buses, saving transit agencies the time and cost of bidding their bus purchases independently. The state contract is with Gillig Corporation of Livermore, California. Gillig buses already comprise the majority of the CyRide fleet and awarding this contract to Gillig will allow CyRide to continue to standardize the fleet.

The bus manufacturer has completed preliminary pricing for the vehicles. The estimated price per bus from Gillig has been quoted at \$450,346, for a total cost of approximately \$1,351,038. Additional equipment and technologies, like automatic passenger counters, are still being considered for the buses. CyRide employees will continue to refine bus specifications until approximately six months before the vehicles are built. The manufacturer will provide us with updated pricing once the specifications are finalized. Since vehicle pricing is not finalized until late in the process, staff is requesting approval of award to Gillig Corporation of Livermore, California at the not-to-exceed grant amount of \$1,437,600. The delivery date of the buses will be approximately 18-20 months from the date the purchase order is issued.

Under the terms of the VWSEMT grant award, three existing 2002 buses will be replaced with new buses. The three replaced buses will need to be scrapped and rendered inoperable. At a minimum, there will need to be a 3-inch diameter hole drilled into the engine block of each vehicle. Rendering the 2002 buses inoperable and scrapping them is planned for the fall of 2019. The local share of \$45,000 for this bus purchase is in CyRide's capital

budget for the current year. The Ames Transit Board of Trustees approved the bus purchase at their October 23rd, 2019 meeting.

ALTERNATIVES:

1. Approve award contract to Gillig Corporation of Livermore, CA in the not to exceed grant amount of \$1,437,600 for the purchase of three new standard 40' buses for CyRide.
2. Reject the proposed contract and direct staff to modify the project to reflect Council priorities.

CITY MANAGER'S RECOMMENDED ACTION:

Award of contract to Gillig Corporation of Livermore, CA will allow CyRide to replace three existing buses at the end of their useful life. The new bus purchase will enable CyRide to upgrade the existing fleet with compatible buses with lower exhaust emissions. The not to exceed contract award of \$1,437,600 will allow CyRide to equip the buses with the latest equipment and technology.

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

ITEM # 15
DATE: 11-12-19

COUNCIL ACTION FORM

**SUBJECT: POWER PLANT UNIT NO. 7 (PUMP 72) FEEDWATER PUMP
INSPECTION AND REPAIR**

BACKGROUND:

Feedwater pumps are required for operation of the Power Plant, as they are the primary pumps used to pump water through the boiler for conversion to steam to drive the plant turbine. Unit #7 has two feedwater pumps, but can operate with only one in service. The work in this project includes furnishing all services, equipment, materials, labor, supervision, and management necessary for a contractor to disassemble, document as-found conditions, repair or replace components, reassemble, document as-repaired conditions for one of the Unit #7 feedwater pumps to the City.

Bid documents were issued to twenty-eight companies and was sent out to five plan rooms. The bid was also advertised on the Current Bid Opportunities section of the Purchasing webpage.

On November 25, 2019, one bid was received as shown on the attached report.

Bidder	Bid Price	Sales and/or Use Taxes Included	Evaluated Bid Price
Brimhall Industrial, Inc. Monte Vista, CO	\$98,662.83	\$6,906.40*	\$105,569.23
* Brimhall Industrial is not licensed to collect Iowa sales tax. The sales tax amount shown is what the City would pay directly to the state of Iowa. This ensures a fair evaluation of all bids.			

Staff reviewed the bid and concluded that the only bid received is acceptable. That bid was submitted by Brimhall Industrial, Inc., Monte Vista, CO in the amount of \$98,662.83, plus applicable sales taxes (in the amount of \$6,906.40) to be paid directly by the City to the State of Iowa.

The Engineer's estimate for this repair is \$196,000. It should be emphasized that this estimate includes the purchase of pump mechanical seals. However, the City intends to purchase these seals separately at an estimated cost of \$25,000, and install using city staff which partially explains the large spread between the Engineer's estimate and the actual bid price. The approved FY 2019/20 operating budget for Unit #7 Auxiliary Equipment contains \$160,000 which will be utilized to cover this repair.

ALTERNATIVES:

1. Award a contract to Brimhall Industrial, Inc., Monte Vista, CO, for the Unit 7 (Pump 72) Feedwater Pump Inspection and Repair in the amount of \$98,662.83, plus applicable sales taxes (in the amount of \$6,906.40) to be paid directly by the City of Ames to the State of Iowa.
2. Reject the bid, which will delay this repair.

CITY MANAGER'S RECOMMENDED ACTION:

This repair is crucial because boiler feed pump reliability is necessary for plant operation. The loss of one of the boiler feed pumps would result in reduced unit capacity or unit shutdown for an extended period of time. Loss of both pumps would prevent the Power Plant from operating altogether.

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

COUNCIL ACTION FORM

SUBJECT: PUBLIC WORKS UTILITY MAINTENANCE COMBINATION JETTING AND VACUUMING TRUCK AND ACCESSORIES

BACKGROUND:

The City has one combination jetting and vacuuming (jet/vac) service truck, operated by Public Works for maintenance of the underground sanitary and storm sewer systems. This truck is equipped with a high-pressure water jet at the end of 800 feet of hose. This water jet is used to clear sewer line blockages and cleaning of sewer pipes. This allows Public Works to maintain almost all of the lines in the system. The jet uses up to 80 gallons per minute of water as it clears the sewer line, and the vacuum feature captures and safely contains the contaminated water for proper handling. This essential truck is due for replacement in the 2019/20 fiscal year.

The City requested proposals from qualified vendors for a new jet/vac truck, and offered vendors the option to accept the City's existing 2010 jet/vac truck as trade-in. There were eight proposals received to provide a new jet/vac truck, and accessories. All vendors included an offer for the trade-in.

Proposals were received as follows:

Vendors	Chassis Year/Make/Model	Jet/Vac Make/Model	Evaluation Score	Proposed Base Price	Trade-in Offer	Total Cost
RED	2019 Western Star 4700 PRL-18T	VacCon/ with Fan	2455.02	\$385,243.00	\$120,000	\$265,243.00
Elliott	2020 Freightliner 114SD	Camel MaXX/ PD Pump	2453.90	\$364,301.00	\$112,000	\$252,301.00
RED	2019 Western Star 4700 PRL-18T	VacCon/ with PD Pump	2323.22	\$413,000.00	\$120,000	\$335,319.00
RED	2019 Freightliner 114SD	VacCon/ with Fan	2322.00	\$367,663.00	\$120,000	\$247,663.00
RED	2019 Freightliner 114SD VacCon	VacCon/ with PD Pump	2259.45	\$395,420.00	\$120,000	\$293,000.00
Municipal Pipe	2021 Freightliner 108SD	VacAll/ with PD Pump	2186.82	\$395,319.00	\$60,000	\$275,420.00
Mid Iowa	2020 Freightliner 114SD	Sewer Equipment/ with PD Pump	2058.06	\$440,983.00	\$70,000	\$370,983.00
Mid Iowa	2020 Freightliner 114SD	Sewer Equipment/ with PD Pump	2048.33	\$405,175.00	\$70,000	\$335,175.00

The process utilized for this purchase is different than most Fleet purchases where a specification is written and then award is given to the low bid. Due to the complexity of the machines in this category it was determined that a request for proposal would allow for a better machine being provided, lower costs, and shorter delivery times.

Evaluation criteria included; vendor experience, delivery lead time, equipment operations, safety, maintenance, operating costs, service, warranty, and cost. The evaluation team consisted of members of Public Works Operations and Fleet. **Based on the criteria there are several factors that led to RED Equipment having the highest score. Some of these items were the power of the chassis, the fan type vacuum which is more efficient, the unit is much quieter at the operator's station, estimated fuel usage is lower, the delivery time was half of the next unit (60 days versus 120 days), and RED Equipment is a factory owned dealership which will allow greater access to parts and service. Public Works Utility staff was able to field test comparable units and determined that the fan style vacuum was the most efficient in the field.**

After selecting the vendor, there was the opportunity to make slight modifications of the unit including changing the rear door to a flat design, deleted the standard reel and decant system, adding winter circulation, rear splash guard, heavy duty vacuum elbow, and long tool storage. These changes will result in adding \$4,594 to the cost.

Extended 5 year warranty for the Triplex Jet pump added a \$2,500 one-time cost.

Base Price for the Western Star VacCon with Fan	\$ 385,243
Price for added features	4,594
<u>5 year extended Triplex pump warranty</u>	<u>2,500</u>
Total cost for the Jet/Vac Truck	\$ 392,337

Funding is available for this purchase as follows:

Existing Unit Escrow	\$233,593
Salvage Value City's Truck (Trade-in)	\$120,000
<u>Escrow Balance Excess from Camera Van</u>	<u>\$ 93,814</u>
Available funding	\$447,407

ALTERNATIVES:

1. Award a contract to RED Equipment of Kansas City, MO as the best evaluated value for the proposed Western Star chassis with the VacCon Jet/Vac as negotiated for the total price of \$392,337 and accept RED Equipment's trade-in offer of \$120,000 for the City's existing jet/vac truck, making the net cost \$272,337.
2. Award a contract to one of the other bidders.
3. Reject these proposals.

MANAGER'S RECOMMENDED ACTION:

Staff from Fleet Services and Public Works have evaluated these proposals and agree that the negotiated proposal for the Jet/Vac Truck from RED Equipment of Kansas City is the best value for the City in terms of cost in combination with service.

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



MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: November 6, 2019

Subject: Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s).**17** and **18**. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

COUNCIL ACTION FORM

SUBJECT: **NORTH RIVER VALLEY PARK LOW HEAD DAM IMPROVEMENTS**

BACKGROUND:

The City of Ames constructed a low head dam on the South Skunk River in 1984 to create a pool of water in the primary recharge zone for the aquifer that feeds the City's Downtown Well Field, thereby providing a means to increase the capacity of these wells during periods of drought. While the City has never promoted recreation at the dam, it is evident that the low head dam attracts members of the public who use the area for recreation. Low head dams can pose a serious drowning hazard due to the recirculation effect which occurs immediately downstream. Therefore, in 2013, the City initiated a project to replace the dam with features that create safe recreational opportunities while still allowing for aquifer recharge during drought.

An award of contract for construction was made to RW Excavating Solutions of Prairie City, Iowa, on April 10, 2018. Change Order No. 1 was executed on March 7, 2019, for \$3,900 to create an upstream ledge that was previously believed to exist, but was not found during construction. In order to provide additional construction materials necessary for completion of the project, a change order with RW Excavating Solutions is needed. **Change Order No. 2 in the amount of \$40,662.90 will provide additional rock materials for construction which is currently underway and is anticipated to be complete by early 2020. Since the shape of the channel was different than expected, more rock was needed than in original bid.**

The current project budget is as follows.

Project Budget		
FY 16/17 Actual	\$	54,402
FY 17/18 Actual		88,751
FY 18/19 Actual		242,739
FY 19/20 Budget		689,292
<hr/> Total Project Budget		\$1,075,184

A total of \$392,901 of funding comes from a series of grants from the Iowa Department of Natural Resources. An additional \$5,000 has been provided by private donations.

As the summary below shows, the current year budget includes sufficient contingency to cover the proposed change order.

Current Year Budget (carryover from prior years)	\$ 689,292
Minus YTD Expenses	
Engineering	7,765
Construction	135,188
Minus Encumbrances	
Engineering	4,124
Construction	406,822
Available Contingency before Change Order #2	\$ 135,393
Change Order #2 (this request)	40,663
Remaining Contingency after Change Order #2	\$ 94,730

ALTERNATIVES:

1. Approve Change Order No. 2 in the amount of \$40,662.90 to RW Excavating Solutions of Prairie City, Iowa, for additional rock materials.
2. Do not approve Change Order No. 2 at this time.

MANAGER'S RECOMMENDED ACTION:

As a result of the inherent danger of the City's low head dam in North River Valley Park, staff has recommended a modification to the dam that will significantly reduce the downstream recirculation effect. Staff has worked diligently with stakeholders to provide an opportunity to not only increase the safety associated with the City's low head dam, but also create a unique recreational facility not available elsewhere in the community. The contract for construction has been awarded and additional materials are needed to ensure a successful project completion. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

COUNCIL ACTION FORM

**SUBJECT: 2019 PAVEMENT IMPROVEMENTS CYRIDE BUS TURNAROUNDS
PROJECT COMPLETION**

BACKGROUND:

An invitation to bid on the 2019 Pavement Improvements CyRide Bus Turnarounds Project (Bid No. 2019-086) was released on February 12, 2019. Bid plans and specifications called for the removal and replacement of pavement at two bus turnarounds. Work planned for the Ames Middle School turnaround was postponed one year due to an unfiled property deed on the turnaround. Bids were due March 14, 2019.

Four bids for the project were received from area companies. Jensen Builders, Ltd. of Des Moines, IA submitted the low base bid of \$47,700. The budget for the completed element of the project was \$50,000 and the project was included in the 2019-2024 Capital Improvements Plan. Work on the turnaround located at Ontario Street and California Avenue was completed as planned.

Work on the project started June 3rd and was substantially complete on July 30, 2019. There was one contract change order for pouring additional sidewalk. All work has been completed to the satisfaction of CyRide staff. As of October 10, 2019, all conditions of the contract have been met by Jensen Builders, Ltd. and required documentation is on file. The Ames Transit Agency Board of Trustees approved project completion at its October 23rd, 2019 meeting.

The table below provides additional project budget detail.

DESCRIPTION	AMOUNT
Original Contract Base Bid	\$47,700
Change Order 1 – Additional concrete sidewalk to meet ADA requirements.	\$1,425
Total Contract Sum	\$49,125
Payment Made to Date	\$46,669
Unpaid Balance - 5% Retainage	\$2,456

ALTERNATIVES:

1. Accept final completion and approve the release of retainage in the amount of \$2,456 to Jensen Builders, Ltd. for the 2019 Pavement Improvements CyRide Bus Turnarounds Project.
2. Direct staff to modify the procurement to reflect City Council priorities.

MANAGER'S RECOMMENDED ACTION:

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

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the 2019 Pavement Improvements CyRide Bus Turnarounds Project as complete and releasing the total retainage amount of \$2,456 to Jensen Builders, Ltd.

ITEM # 21

DATE: 11-12-19

COUNCIL ACTION FORM

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

BACKGROUND:

The Downtown Street Pavement Improvements project involved improvements to the east-west alleys north of Main Street between Burnett Ave and Kellogg Ave and between Douglas Ave and Duff Ave. Those improvements included new concrete alley pavement and storm sewer intake improvements.

On May 28, 2019, City Council awarded this project to Con-Struct Inc. of Ames, Iowa in the amount of \$211,973.20. Change Order No. 1 for a net decrease of \$5,955 was approved for the removal of some small vault spaces that were discovered during construction, a concrete overlay over other existing vaults, and the deletion of 5 unused vault removal items. Change Order No. 2 for an increase of \$3,686 was for repairs to an existing storm sewer manhole. Change Order No. 3 (balancing) was for a decrease of \$14,167.28 to reflect the actual measured quantities completed during construction. Three change orders totaled a net decrease of \$16,436.28 resulting in **construction being completed in the amount of \$195,536.92.**

Engineering, project administration, and additional miscellaneous expenses of \$57,319.72 were incurred on this project for the asphalt used to patch along existing parking lots, dumpster rentals and garbage removal for residents and businesses impacted during construction, and the televising of existing storm sewer.

Total revenue and expenses for the project are summarized below:

<u>Funding Source:</u>	<u>Available</u>	<u>Actual</u>
GO Bond Funds	\$250,000	
2019/20 Storm Water Improvement Funds	\$ 4,000	
Construction		\$195,536.92
Engineering, Admin., & Misc.		\$ 57,319.72
Totals	\$254,000	\$252,856.64

ALTERNATIVES:

1. Accept the 2017/18 Downtown Street Pavement Improvements – Main Street Alleys (Duff to Douglas, Kellogg to Burnett) project as completed by Construct of Ames, Iowa, in the amount of \$195,536.92.
2. Direct staff to pursue modifications to the project.

CITY MANAGER'S RECOMMENDED ACTION:

This project was completed in accordance with the approved plans and specifications. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

COUNCIL ACTION FORM

SUBJECT: MAJOR FINAL PLAT FOR IOWA STATE UNIVERSITY RESEARCH PARK PHASE III, 4th ADDITION SUBDIVISION

BACKGROUND:

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

Iowa State University Research Park has submitted a final plat for the creation of two outlots totaling 98.13-acres to establish streets and provide for platted lot boundaries in preparation for future subdivision and to assist in establishment of a Tax Increment Finance (TIF) district along legally platted lot lines. Two lots will be dedicated as part of right-of-way acquisition of a portion S. Riverside Drive and future construction of Collaboration Place from its current east end to S. Riverside Drive. (See Attachment B)

City Council approved a preliminary plat for the Iowa State University Research Park Phase III on May 8, 2018. **The required future public improvements include a paved extension of S. Riverside Drive, an extension of a water main along S. Riverside Drive, and a 1,100-foot extension of sanitary sewer to the north. In addition, electrical service will be expanded to the site. A shared use path will be installed on the west side of S. Riverside Drive.**

The proposed final plat only establishes lot lines for outlots and lots for street-right-of-way. No financial security for public improvements is necessary at this time. Financial security for improvements will be obtained with future additions as buildable lots are platted from the outlots. Stormwater Management will be addressed through later additions. Regional Storm Water Management will be required as buildable lots are platted with future additions.

ALTERNATIVES:

1. The City Council can approve the Final Plat of Iowa State University Research Park Phase III Fourth Addition based upon the staff's findings that the Final Plat conforms to relevant and applicable design standards, ordinances, policies, and plans.

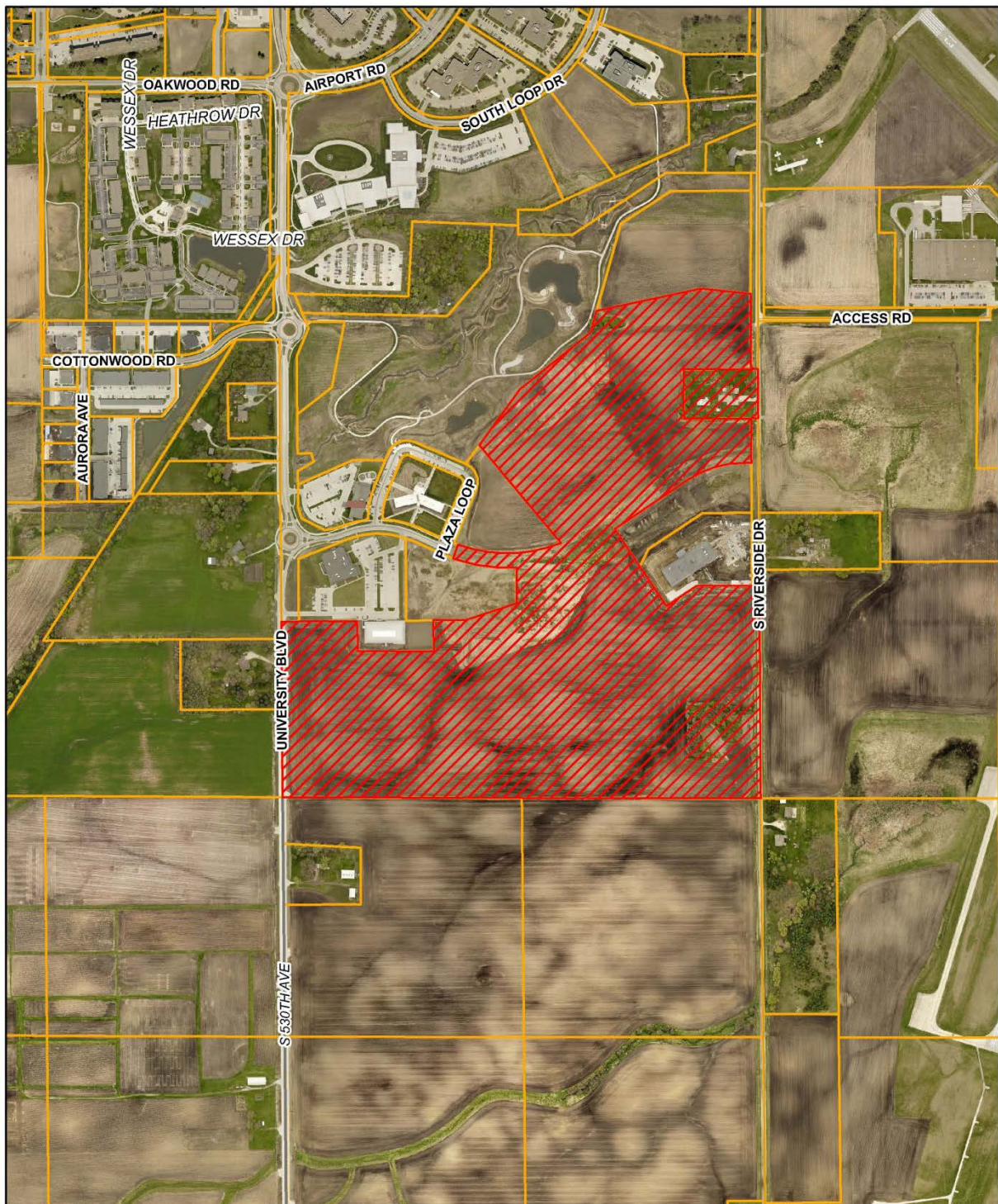
2. The City Council can deny the Final Plat for Iowa State University Research Park Phase III Third Addition if it finds that the development creates a burden on existing public improvements or creates a need for new public improvements that have not yet been installed.

CITY MANAGER'S RECOMMENDED ACTION:

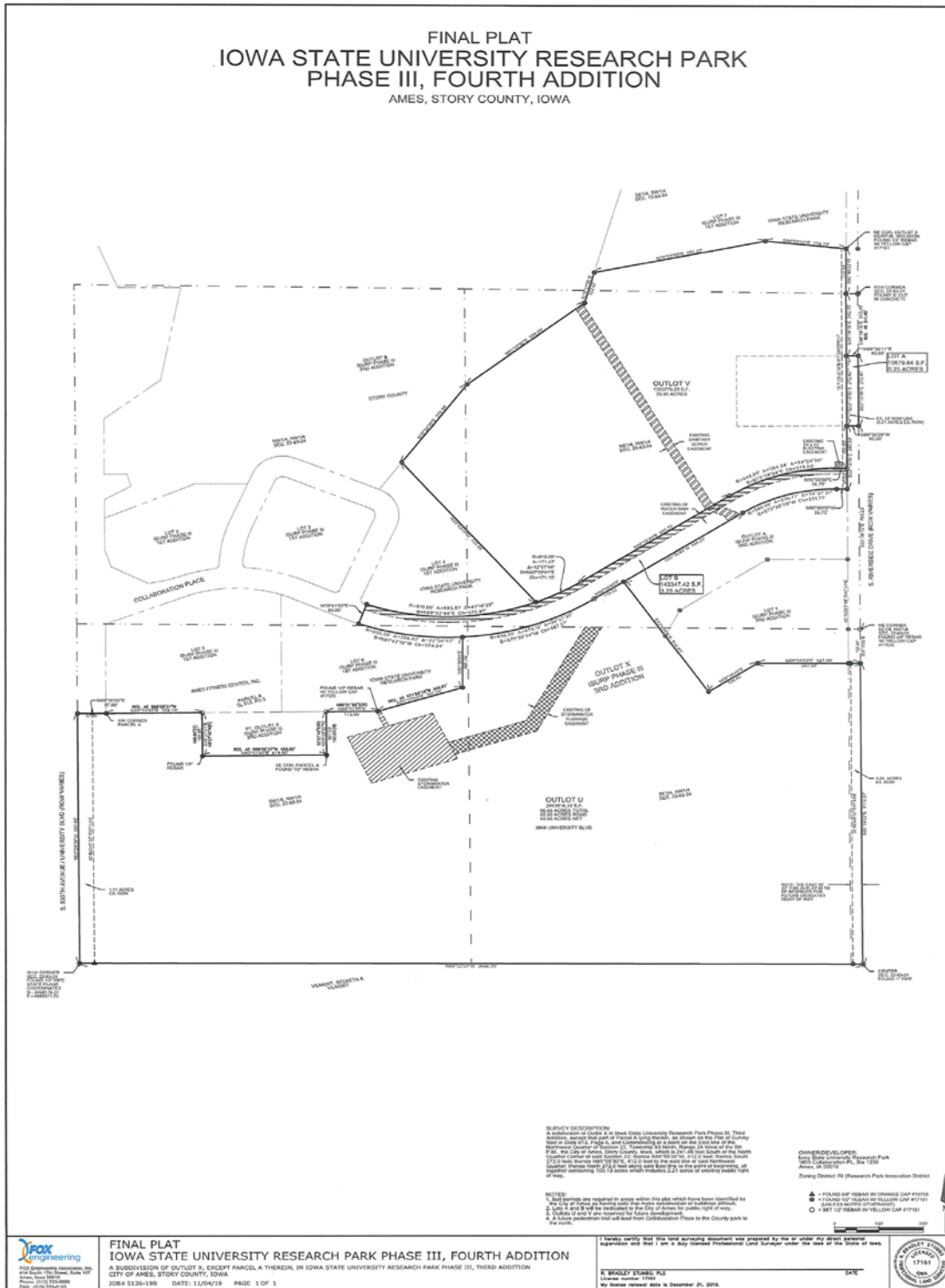
City staff has evaluated the proposed Final Plat for a major subdivision and determined that the proposal is consistent with the Preliminary Plat approved by the City Council and that the plat conforms to the adopted ordinances and policies of the City as required by Code.

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, approving the Final Plat of Iowa State University Research Park Phase III Third Addition.

Attachment A- Location Map



FINAL PLAT
IOWA STATE UNIVERSITY RESEARCH PARK
PHASE III, FOURTH ADDITION
AMES, STORY COUNTY, IOWA



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)



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

Item No. 23

November 12, 2019

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

RE: Quarry Estates 1st Addition Financial Security Reduction #6

Mayor and Council Members:

I hereby certify that a portion of the public sidewalk required as a condition for approval of the final plat of **Quarry Estates Subdivision 1st Addition** have been completed in an acceptable manner by **various homebuilders**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$35,720.00**. The remaining work covered by this financial security includes installation of public sidewalk (where houses have yet to be constructed) and punch list items.

Sincerely,

John C. Joiner, P.E.
Director

JJ/nw

cc: Finance, Contractor, Planning & Housing, Subdivision file

Quarry Estates Subdivision 1st Addition
November 12, 2019

Description	Unit	Quantity
Sidewalk and Shared-Use Path, PCC, 4"	SY	960
Punch List Items	LS	1

COUNCIL ACTION FORM

SUBJECT: **AWARD OF CONTRACT FOR THE DEVELOPMENT OF A
COMMUNITY GREENHOUSE GAS INVENTORY, FORECASTING
AND RECOMMENDATIONS REPORT**

BACKGROUND:

For decades, the City of Ames has actively engaged in saving resources, reducing energy demand, and promoting diversified waste management and landfill diversion. There is a growing movement in the community to promote conservation of finite natural resources as a means to achieving a greater global good – a more sustainable future. One of the priorities of the City Council is to expand Sustainability Efforts by evaluating the community's greenhouse gas impact and looking for ways to reduce it. GHG Inventories are frequently developed as part of a Climate Action Plan or a broader community approach to carbon reduction. Establishing a Community Greenhouse Gas (GHG) Inventory, Forecasting, and Recommendations Report using standard data-gathering protocol is an effective first step in developing a Climate Action Plan.

A Request for Proposal (RFP) was developed to engage a consultant to implement a study leading to increased awareness and understanding of community GHG emissions and community contributions. The consultant is asked to forecast projections related to impacts of status quo actions, as well as opportunities to reduce carbon emissions. The consultant is also expected to create standardized collection tools for future GHG inventory collection and assessment.

The Community Greenhouse Gas (GHG) Inventory, Forecasting, and Recommendations Report is envisioned to take six months to complete at a cost of \$24,960. The City Council has budgeted \$25,000 from Council contingency for this project.

The RFP was issued and five responses were received. An evaluation team comprised of City staff members (representing the City Manager's Office/Sustainability, Resource Recovery, Water, Electric, and Planning Departments) ranked the five proposals using an evaluation matrix identified in the RFP. Each proposal was evaluated based on a combination of quality of service; experience, past performance, and qualifications of personnel; organization and clarity of the proposal; timeline; and cost.

The scores for each of these criteria used a scale of 1 to 5 and then assigned a corresponding weight factor. The maximum possible score, combining all eight evaluators, was 4000.

The proposal fees and initial rankings are listed below:

Firm	Score	Rank	Fee Proposal
PaleBLUEDot, LLC, Maplewood, MN	3480	1	\$18,960
AET Group, Inc, Kitchner, ON, Canada	3050	2	\$24,500
LEIF, LLC, Minneapolis, MN	2905	3	\$24,960
Good Company, Eugene, OR	2875	4	\$25,000
KLA, Kim Lindgren Associates, Inc, Woburn MA	2849	5	\$29,805

The next step in the process involved interviews with the evaluation team and the top three firms via teleconference. All three firms were asked to provide a brief presentation introducing and demonstrating their understanding of the scope of services. The evaluation team provided a list of specific follow up issues. These issues included data-collection practices and past experiences, how data collection adheres to established GHG Inventory standards, the ability to continue data collection independently in the future, expectations of a finished product, public education tools and summaries, the ability to incorporate a student learning opportunity, and the amount of staff time required in the data-collection process.

Interviews were evaluated based on methods for achieving the desired outcomes, a clear understanding of the goals of the project, methodology, and past experience with projects of similar size and scale.

The combined scores of the written proposals and interviews resulted in the following ranking:

Firm	Rank
PaleBLUEDot, LLC, Maplewood, MN	6580
LEIF, LLC, Minneapolis, MN	5430
AET Group, Inc, Kitchner, ON	5425

After the scoring process was complete, PaleBLUEDot received the highest ratings and was selected as the preferred consultant. The PaleBLUEDot proposal included collaboration with Orange Environmental, a greenhouse gas analyst group, as well as partnering with an ISU graduate student to serve as the team's GHG Emissions Research Specialist. The team has an ongoing relationship with the ISU graduate student, and her experience includes multiple greenhouse gas inventories with other Iowa cities. The project team also includes a public education communication support member. The PaleBLUEDot team demonstrated experience with many cities in Minnesota and Iowa through their work on greenhouse gas inventories, climate vulnerability assessments, climate adaption action plans, and renewable energy planning.

In addition to providing the proposal for the Community Greenhouse Gas (GHG) Inventory, Forecasting, and Recommendations Report, the PaleBLUEDot team offered optional services including a Climate Vulnerability Assessment for an additional \$4,000 and a Renewable Energy Potentials Study for an additional \$2,000. City staff believe these additional services would provide helpful, foundational data for future use and guidance. With the addition of these optional services, PaleBLUEDot remains within the budgeted amount. It is City staff preference that the scope of services include the optional services.

The scope of work includes a number of steps throughout the development process. This information is primarily data collection to create an Ames-specific carbon emissions baseline based on the ICLEI Global Protocol for Community-Scale Green House Gas Emissions. There will not be public component to the information-gathering phase of the project. The final phase of the project is for the consultant to present the Inventory, Forecasting, and Recommendations Report to the City Council, and public comment could be part of that process.

A summary of the primary tasks and major deliverables are described in the following table. Each task is defined in greater detail within the scope of work.

No. 1: Kick Off Meeting	\$1,110
No. 2: Identify Emissions Sectors and Emission Categories	\$1,250
No. 3: Data Collection	\$8,750
No. 4: Complete GHG Emissions Forecasting for 2030 and 2040	\$ 750
No. 5: Provide a final GHG Report and Calculations Summary	\$6,600
No. 6: Present Finding	\$ 500
No. 7: Climate Vulnerability Assessment (optional)	\$4,000
No. 8: Renewable Energy Potentials Study (optional)	<u>\$2,000</u>
	\$24,960

ALTERNATIVES:

1. Approve the award of contract with PaleBLUEdot of Maplewood, MN for a Community Greenhouse Gas (GHG) Inventory, Forecasting, and Recommendations Report in the amount of \$24,960.
2. Direct staff to negotiate a contract for a Community Greenhouse Gas (GHG) Inventory, Forecasting, and Recommendations Report with one of the other firms that submitted a proposal to the City.
3. Do not award contract.

CITY MANAGER'S RECOMMENDED ACTION:

The three final consulting firms had varied levels of experience and provided different strategies for creating a Community Greenhouse Gas (GHG) Inventory, Forecasting, and Recommendations Report consistent with the RFP. After evaluating the scope of services and experience of each consultant team, interviewing the consultant, and asking questions; PaleBLUEdot, of Maplewood, MN, was identified as the high score and is qualified to complete the work.

The proposed PaleBLUEdot scope of work is consistent with standard protocol in developing a final report that would allow the City to work towards its goal of reduced carbon emissions.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby approving the contract with PaleBLUEdot, Maplewood, MN for Community Greenhouse Gas (GHG) Inventory, Forecasting, and Recommendations Report in the amount of \$24,960.

Attached is the supplemental materials pertaining to PaleBLUEdot draft contract document with the scope of work.

**CONTRACT FOR
COMMUNITY GREENHOUSE GAS INVENTORY, FORECASTING AND RECOMMENDATIONS
REPORT FOR THE CITY OF AMES**

THIS AGREEMENT, made and entered into effective the 12th day of November, 2019, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and PaleBLUEdot, LLC (a Limited Liability Corporation, organized and existing pursuant to the laws of the State of Minnesota and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa Request for Proposal #2020-011 Scope of Services for the Community Greenhouse Gas Inventory, Forecasting and Recommendations Report for City of Ames and PaleBLUEdot response dated August 29, 2019 attached hereto as Exhibit A.

The City, without invalidating the Agreement, may direct changes in the services within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the provider shall be done by written agreement signed by both parties. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by the City, with the applicable compensation method and maximum authorized additional sum stated.

**III
METHOD OF PAYMENT**

A. Payments shall be made by the City of Ames in accordance with the following task schedule:

Task	Total Amount
a. No. 1: Kick Off Meeting	\$1,110
b. No. 2: Identify Emissions Sectors and Emission Categories	\$1,250
c. No. 3: Data Collection	\$8,750
d. No. 4: Complete GHG Emissions Forecasting for 2030 and 2040	\$ 750
e. No. 5: Provide a final GHG Report and Calculations Summary	\$6,600
f. No. 6: Present Finding	\$ 500
g. No. 7: Climate Vulnerability Assessment	\$4,000
h. No. 8: Renewable Energy Potentials Study	\$2,000

The maximum total amount payable by the City of Ames under this Agreement is \$24,960 and no greater amount shall be paid without written amendment. Reimbursables are included in the each task.

B. Payment will be made upon completion of the services and acceptance by the City of Ames. Provider shall submit an invoice upon completion of the services. The invoice shall include an itemization of the services for which payment is claimed. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Ames, Finance Dept. – Accounts Payable, PO Box 811, Ames, IA 50010

IV

FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

V

INSURANCE

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

D. Provider shall include all sub-consultants as insured under its policies. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

E. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not

limited to attorneys' fees arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Sub-consultant, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

F. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

VI

PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or sub-consultants performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

VII

TERMINATION

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to notice of termination.

VIII

INDEPENDENT CONTRACTOR STATUS

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

IX

LAWS

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.

X

ASSIGNMENT

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

XI

AFFIRMATIVE ACTION

~~Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program satisfactory to the Affirmative Action Officer of the City.~~

XII

DURATION

This Agreement shall be in full force and effect from and after November 12, 2019 until completion of the Services, or, until terminated by the City of Ames, Iowa.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

By _____

Attest by: _____
Diane R. Voss, City Clerk

Printed Name and Title

EXHIBIT A COMMUNITY GREENHOUSE GAS INVENTORY, FORECASTING AND RECOMMENDATIONS REPORT

Approach

Key to all phases of this project will be consistent communication with project team members and the City of Ames. To assure that the project goals are met, our team will lead regularly scheduled progress and update meetings with the City's Project Manager. Progress sessions will include both brief phone conferences and more in-depth, in-person meetings coordinated in advance based on work phases and schedule.

Project Kickoff

Successful project launch through a kick-off meeting to confirm data availability, relevant past and current project efforts, and data from the City; reaffirm project goals and objectives; confirm project scope, approach, and schedule. The project kick-off session will be held in-person, with the schedule and agenda coordinated in advance with the City's Project Manager.

Team Communication

Key to the success of the City of Ames Community Greenhouse Gas Inventory, Forecasting, and Recommendations Report project will be regular communication with all project team members. To assure that the project goals are met our team will lead regular team meetings with the City's project team members. These "owner" meetings will be coordinated and scheduled in advance at the project Kick-off meeting.

Project Lead, Accessibility, and Responsiveness.

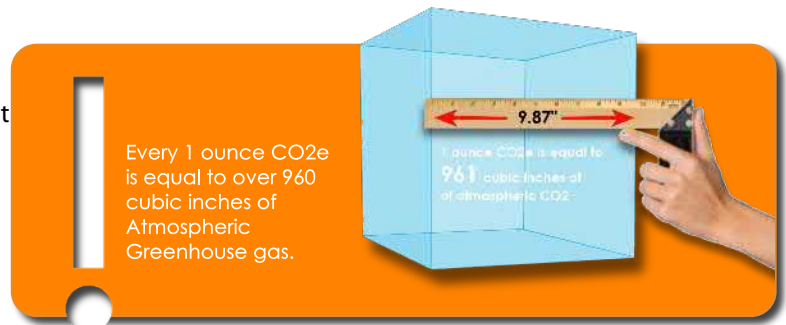
The paleBLUEdot team project lead will be Ted Redmond, who will manage the team's efforts on a day-to-day basis. Ted will function as the communication point of contact assuring that team communications are maintained, shared, and acted upon. Ted will be accessible to the City of Ames via phone, email and text message on a daily basis as needed by the City. All phone calls and e-mails will be responded to within one business day of receipt.

Team Availability

The paleBLUEdot team is available to begin work on the City of Ames Community Greenhouse Gas Inventory, Forecasting, and Recommendations Report project promptly upon approval to proceed. Existing project workloads support the appropriate engagement of all core project team members to facilitate a timely completion of the project meeting the final schedule to be established with City at project kick-off.

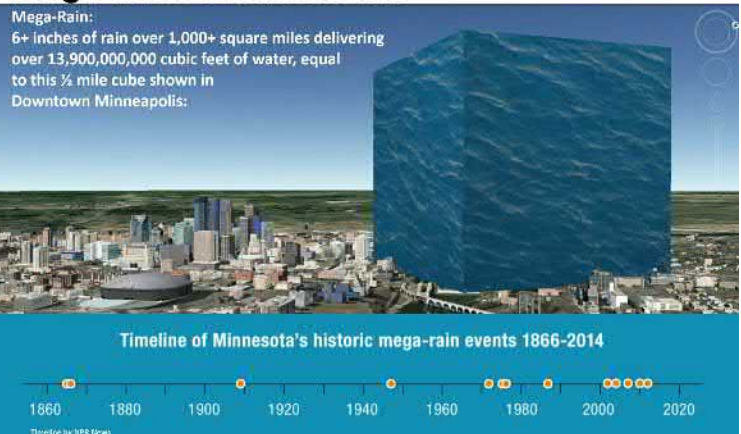
Visualization

Final reports will include a range of graphics intended to help communicate nuanced, technical information to a wide audience. In addition, Greenhouse Gas emissions will frequently be represented not only in the traditional terms of metric tonnage, but also graphically represented in terms of physical volume of atmosphere occupied by those emissions. These graphic representations are a unique hallmark of paleBLUEdot's work in support of our core mission of elevating public discourse around climate action.



Visualization Examples from paleBLUEdot public summary reports

Mega-Rains in Minnesota



Approach

paleBLUEdot's approach to this inventory of City of Ames's municipal and community-wide greenhouse gas emissions is rooted in our extensive experience in compiling GHG inventories for communities as well as organizations. Our team also has demonstrated expertise in climate action planning and emissions reduction strategy identification. Our approach will help identify which community and municipal activities contribute the most to its emissions, and what those contributions mean for the community and City of Ames as it moves toward its goals. The following is an overview of our team's project resources and methodology.

Task 1. Kick Off Meeting

We will convene an initial in-person kick-off meeting to confirm the data available for the City Operations and City-Wide greenhouse gas inventories, confirm project methodology, data collection process, scope, and boundaries. The Project Kick-off meeting will also review the full project approach outlined in this proposal and confirm the services desired. In addition, the Project Kick-off meeting will confirm the City's goals, expected outcomes, desired uses for the final inventory data and report materials, and a discussion on how this project can most effectively support the City's mitigation and climate planning efforts. The meeting will also confirm the project schedule, establish project update protocols, and establish preliminary dates for the balance of the project meetings. This meeting will also be used to begin identification and sharing of relevant data and sources available to the City, such as for energy consumption, transportation activities, and waste disposal.

City Interaction: Kick-off meeting

Deliverables: Kick-off meeting, finalized project approach and schedule.

Task 2 Identify Emissions Sectors and Emission Categories

Prior to starting the Data Collection task of this project effort, the paleBLUEdot team will prepare an overview and comparison of citywide and city operations GHG inventory sectors and categories commonly included in community GHG inventories based on ICLEI GHG protocols. The paleBLUEdot team will compile a recommendation on the emissions sectors to be included in the citywide and city operations GHG inventories and will review with City for consensus at the Project Kick-off meeting.

City Interaction: Kick-off meeting

Deliverables: Review and recommendation of citywide and city operations GHG sectors to be included in Inventory (electronic documents)

Sectors and Categories for GHG Inventories

Global Covenant of Mayors Emissions Sector Guidance



City Inventory Reporting and Information System (CIRIS)
Emissions Sector Guidance

Sectors and sub-sectors	Scope 1	Scope 2	Scope 3
Stationary energy			
Residential buildings	✓	✓	✓
Commercial buildings	✓	✓	✓
Institutional buildings	✓	✓	✓
Manufacturing industries and construction	✓	✓	✓
Energy industries	✓	✓	✓
Energy generation supplied to the grid	✓		
Agriculture, forestry, and fishing activities	✓	✓	✓
Non-specified sources	✓	✓	✓
Fugitive emissions from coal	✓		
Fugitive emissions from oil and natural gas systems	✓		
Transportation			
On-road	✓	✓	✓
Railways	✓	✓	✓
Waterborne navigation	✓	✓	✓
Aviation	✓	✓	✓
Off-road	✓	✓	
Waste			
Solid waste generated in the city	✓		✓
Solid waste generated outside the city	✓		
Biological waste generated in the city	✓		✓
Biological waste generated outside the city	✓		
Incinerated and burned waste generated in the city	✓		✓
Incinerated and burned waste generated outside city	✓		
Wastewater generated in the city	✓		✓
Wastewater generated outside the city	✓		
Industrial processes and product use (IPPU)			
Industrial processes	✓		
Product use	✓		
Agriculture, forestry, and fishing activities (AFOLU)			
Livestock	✓		
Land	✓		
Other agriculture	✓		

Approach

Task 3 Data Collection

The paleBLUEdot team will review and finalize the data collection process and methodology with the City of Ames at the Project Kick off meeting. Below is an overview of the approach methodology and primary steps our team will take to collect and analyze the inventory data for both the Citywide and City Operations inventories:

Citywide Inventory:

paleBLUEdot will outline specific data items needed for the Citywide inventory, with a brief description of the item, and anticipated data source for the information. This Data Collection outline will be reviewed with City project staff to affirm our data collection process. The Citywide data collection will be built around the requirements and organization of the ICLEI Global Protocol for Community-Scale Green House Gas Emissions. The primary steps for completion of the Citywide Inventory are:

3a	Data collection and analysis:
3a.1	Spreadsheet analysis setup: Consultants will setup the spreadsheet analysis to accommodate the data from the 4 Study Years and include the capacity for City staff to update the spreadsheets in subsequent years.
3a.2	Socioeconomic data: Consultants will add socioeconomic data about the City covering the Study Period and perhaps longer. Data will include population, households, and full-time-equivalent (FTE) employment for the City, Iowa State University (ISU), and Story County.
3a.3	Stationary combustion and electricity: City provides annual energy consumption data by citywide customers and annual emission factors for Ames Municipal Light and Power. City requests same data from Alliant Energy, Midland Power Cooperative, Consumers Energy, Iowa State University, and the Mary Greeley Medical Center. If requested, Consultant provides draft energy data request letters. Data will be segregated into the following consumption categories: residential, commercial, industrial, institutional, and streetlights and signals, and include the 4 Study Years and as many prior years as possible for trend analysis. The consultants will compile the data, generate annual GHG emission amounts, identify change factors (e.g. demographic changes, changes in emission factors, addition or elimination of major energy consumers, addition of renewable energy, etc.), and analyze trends.
3a.4	Renewable energy and other sources: City will provide information regarding current and potential contracts for renewable energy. Consultants will research whether data is available for additional significant sources of energy consumption located within the City (e.g. fuel oil, renewable energy).
3a.4	Transportation: Consultants translates State data regarding citywide vehicle miles traveled into estimated GHG emissions by fuel type (gasoline, diesel, E-85, biodiesel, etc.). Consultants makes determination whether emissions from the Ames Municipal Airport can be considered de minimis, and will prepare justifications for classifying railroads and water-based emissions as de minimis.
3a.5	Solid waste management: City provides processing data from its Resource Recovery Plant for municipal solid waste. Consultants allocate tonnages on a per-capita basis since the facility accepts waste from throughout Story County. City provides annual share of refuse derived fuel (tons) and natural gas consumption (therms) at Municipal Light and Power. Consultant calculates and allocates emissions consistent with ICLEI Method SW.7.
3a.6	Potable water: City provides monthly data for potable water delivered to city customers and separates data for sales to other cities (if applicable).
3a.7	Wastewater treatment: City provides annual flows treated by the City's Water Pollution Control Plant and emission factors. Data segregates city flows from those from the City of Kelley. Consultants estimates GHG emissions associated with wastewater treatment.
	Preparing deliverables:
3a.8	Excel file: Consultants prepare an Excel file that includes all of the spreadsheets necessary to produce the results.
3a.9	Findings report: Consultants prepare a Findings report (in Word) that summarizes the process, the findings, and Takeaways.
3a.10	First draft: Consultants help prepare an integrated first draft of the deliverables.
3a.11	Final version: Consultants respond to comments received regarding the first draft of the deliverables and help finalize documents.

paleBLUEdot will lead the data collection efforts from both City internal and external data sources for the Citywide inventory. The data collection will include collection of two types of data: raw use/activity data (energy use, transportation mileage and VMT, etc) as well as Emission factor data. Emission factor data will support the development of appropriate community-specific emissions factors which can then be applied to the raw use/activity data to calculate community appropriate GHG emissions by category. Emission factor data includes items such as utility-specific emissions profiles or regional eGRID values.

We strive to collect the most locally specific data available (e.g., utility-specific emission factors). We are aware that gathering raw use/activity data for some sectors often require additional third party outreach, coordination, and the development of alternative methodology for modeling use and activity data. From our experience, we also understand that some locally specific data, or measured data, are not always available and require regional or national averages or



Approach

Task 3 Data Collection

Citywide Inventory (continued):

Below is a partial review of project resources by GHG Emissions sector:

GHG Emission Sector	Project Resource
Residential Energy Consumption - Electricity	Data Source: Alliant Energy and Ames Municipal Light and Power, Midland Power Cooperative, and Consumers Energy. Emissions Factors: Same as above
Residential Energy Consumption - Natural Gas	Data Source: Alliant Energy Emissions Factors: US Community Protocol default fuel emission factors
Commercial/Institutional Energy Consumption - Electricity	Data Source: Alliant Energy and Ames Municipal Light and Power, Midland Power Cooperative, Consumers Energy, Iowa State University, and the Mary Greeley Medical Center. Emissions Factors: Same as above
Commercial Energy Consumption - Natural Gas	Data Source: Alliant Energy Emissions Factors: US Community Protocol default fuel emission factors
Transportation - On Road	Data Source: Iowa Department of Transportation VMT Estimates Emissions Factors: US EPA MOVES model
Transportation - Public Transit	Data Source: CyRide, in collaboration with ISU Emissions Factors: EPA Climate Leadership Emissions Factors
Transportation - Air Travel	Data Source: Ames Municipal Airport Emissions Factors: IPCC and US EPA Inventory of US GHG Emissions and Sinks
Waste - Solid Waste	Data Source: Ames Resource Recovery Plant (produces RDF), Boone County landfill (accepts RDF rejects). Municipal Light and Power co-fires RDF with natural gas. Emissions Factors: Iowa DNR Statewide Waste Characteristics Study / US Community Protocol Default Landfill Assumptions. RDF emissions factors.
Waste - Wastewater	Data Source: Ames Water Pollution Control plant. Emissions Factors: US Community Protocol population based emissions models / Fuel Mix Disclosure Report / US EPA eGRID
Water	Data Source: Ames Public Works Emissions Factors: Above emission factors for electricity and natural gas consumption.

City Operations:

As with the Citywide inventory, the city operations data collection will include collection of two types of data: raw use/activity data (energy use, transportation mileage, etc) as well as Emission factor data. Emission factor data will support the development of appropriate emissions factors which can then be applied to the raw use/activity data to calculate community appropriate GHG emissions by category. The Emission factor data collected in the Citywide inventory effort will be applied to the City Operations inventory as well.

To assist the City's future GHG inventory efforts, the paleBLUEdot team, will begin the City Operations data collection by developing a City Operations Raw Data Collection Questionnaire. This document will identify the raw consumption data – such as electric use by building - required to compile the City Operations inventory. The questionnaire will focus on collection of relevant data in forms which are typically readily available to City department leads and City Administration. The questionnaire will be provided to the City's project manager for distribution to all appropriate contacts within the City to complete and will be created in a way to support sharing with multiple key staff in order to obtain all relevant data as efficiently as possible. When completed, the questionnaire will be provided to the City as a data collection template for future city operation GHG inventory efforts.

Approach

Task 3 Data Collection

Citywide Inventory (continued):

The primary steps for completion of the City Operations Inventory are:

3b	Data collection and analysis:
3b.1	Questionnaire: City completes a questionnaire prepared by the Consultants. Questionnaire specifies all data needed to complete the Inventory.
3b.2	Energy consumption: City provides energy use data (including energy provider) for facilities owned and leased for City operations (annual usage data for electricity, natural gas, and other fuels, e.g., diesel for emergency generators). Consultant compiles and evaluates data by major categories (city buildings and facilities; parks and recreation facilities; streetlights, signals, and flashers; potable water production; and sanitary sewers); estimates associated GHG emissions; normalizes for changes in electric utility emission factors and per-FTE emission rates, and analyzes trends.
3b.3	Liquid fuels: City provides transportation fuel usage data by fuel type (gasoline, diesel, biofuels) for City transportation activities (public works, police, fire, pool vehicles, official travel). Consultant calculates associated GHG emissions.
3b.4	Contractor services: City provides information regarding contracted services for normal operating responsibilities (e.g. contractor contact people and contract dollar totals for road maintenance, seal coating, sweeping, and plowing). Consultant estimates associated
3b.5	Official travel: City provides information regarding official travel by City staff and elected officials (destination cities by air and road).
3b.6	Solid waste management: Consultant will use per-FTE waste management emissions to estimate city operations emissions.
3b.7	Potable water production: Consultant uses water production and consumption data from the citywide GHG Assessment to calculate water production efficiencies (Btu per gallon, GHG per gallon).
3b.8	Wastewater treatment: Consultant uses wastewater treatment data from the city-wide assessment.
	Preparing deliverables:
3b.9	Excel file: Consultants prepares an Excel file that includes all of the spreadsheets necessary to produce the results.
3b.10	First draft: Consultants help prepare an integrated first draft of the deliverables.
3b.11	Final version: Consultants respond to comments received regarding the first draft of the deliverables and help finalize documents.

City Interaction: Progress Meetings

Deliverables: City Operations Data Collection Questionnaire Template, Completed Citywide and City Operations GHG Inventory workbook (electronic documents)

Task 4 Complete GHG emissions forecasting for 2030 and 2040

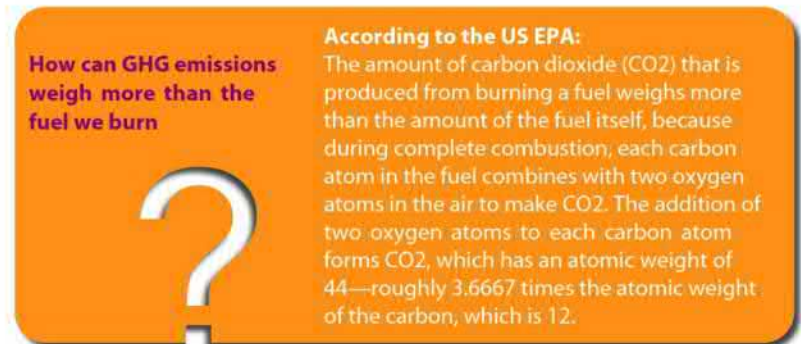
paleBLUEDot will complete forecasting modeling for GHG emissions. This forecast may be used in support of identifying trends, establishing GHG reduction goals, and prioritizing emission sectors for reduction strategies and actions.

The team will model a “business as usual” forecast scenario for Citywide and City Operations emissions. This forecast will anticipate future emissions for the City of Ames assuming no further emissions reductions actions are taken. Using the ClearPath tool’s forecasting module as well paleBLUEDot developed forecasting tools, we will build the forecast scenario to anticipate emissions changes through 2040 in each of the inventory emission categories as well as total emissions. This forecast will provide a valuable tool for the City not only in designing and prioritizing GHG emissions reductions strategies, but also supporting the measurement of strategy reduction success. The “business as usual” forecast will be based on a range of variables as data is available, including:

- Population projections.
- Projected emissions factor changes.
- Anticipated federal vehicle fuel efficiency standards (e.g., CAFE).
- State and regional laws and policies which impact emissions such as renewable portfolio standards and energy/green building codes.

City Interaction: Progress Meetings

Deliverables: Business as Usual Forecast (electronic documents)



Approach

Task 5:

Provide a final GHG Report and Calculations Summary

paleBLUEdot will prepare a Greenhouse Gas Inventory Report summarizing the methodology and findings of the City Operations and Citywide GHG inventories. The report's structure and content will be finalized through review with the City's project team, however, report content will include:

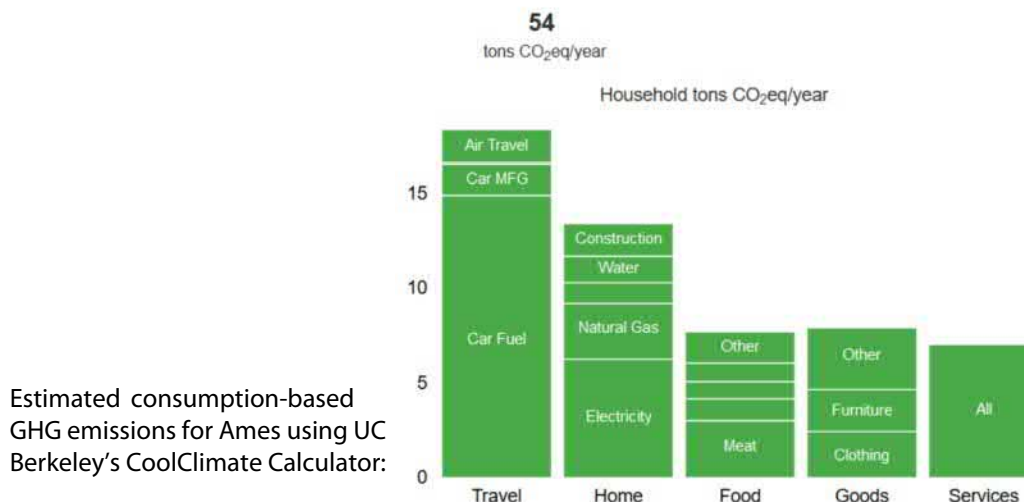
- Executive Summary, with an introduction to GHG concepts, emission sources by category, GHG Inventory summary, key data analysis findings from the inventory, and graphics/illustrations to support understanding of the technical data. This section will be designed to support the City using it as a stand-alone public communications piece.
- Methodology Overview, providing a discussion of the context of the inventory, purposes for conducting an inventory, and on-going use of the inventory finding. The section will also include an overview of the methods used to create the inventory, and other key concepts such as data availability, assumptions, and confidence levels.
- Inventory Detail, organized by emissions sector, both the City Wide and City Operations inventories will include a review of emissions sources, detailed sector raw use/activity data, emissions factors, and total sector emissions. The confidence level of all calculated emissions will be classified as "low", "medium", or "high" confidence based on the data source, accuracy, and modeling methods required for each sector. Each sector will also include relevant data analysis review supporting on-going year-to-year comparisons as well as GHG reduction strategy design and prioritization. Relevant data analysis will include calculations such as emissions assessment per capita, city-wide residential Energy Use Intensity (EUI) averages, City-Wide non-residential EUI, municipal solid waste per resident and per employee, vehicle miles traveled by road and vehicle type, water use and wastewater generation per capita, etc. These sections will also include an overview of sector appropriate GHG reduction strategy concepts as well as an identification of recommended Ames specific prioritization of mitigation areas for focus.
- Inventory Comparison, this section will compare the completed multiple years of GHG inventory each other as well as the business as usual forecast. In addition, the GHG inventory will be compared against select communities and State, Regional, and National benchmarks.

As a part of paleBLUEdot's mission to elevate the public discourse, our team strives to create reports which are attractive, engaging, and communicate visually as much as possible. We anticipate the Ames GHG Inventory Report to have concise text and a focus on graphs and visual communication. The goal will be to provide a clear overview of methodologies and the importance of tracking and reducing emissions as well as to serve as a baseline the City's mitigation planning efforts. paleBLUEdot has an in-house design team that creates visually appealing products including infographics and compelling data displays. The graphics and overall "consumability" for a public audience will be achieved through a community education quality assurance review conducted by Colleen Redmond.

The tools used by paleBLUEdot for data collection, forecasting, and the inventory workbook, including the City Operations Data Collection Questionnaire, shall be included as a part of the final report deliverable and offered in a transferable and accessible form that can be utilized for future inventory collection, forecasting and analysis by City staff.

City Interaction: Inventory Report Review meeting(s)

Deliverables: Draft and Final Greenhouse Gas Inventory Report; Executive Summary Report; Data collection and inventory tools (electronic documents)



Approach

Task 6 Present Findings

The paleBLUEdot team will present the findings and final GHG inventory report to the Ames City Council at a meeting following the March 31, 2020 completion date. The paleBLUEdot team shall also be available for update/progress presentations at City Council work sessions if desired by the City. From our team's experience, we believe it may be helpful to provide a preliminary review of the draft final report at a City Council working session prior to the March 31st completion date. In addition, the City may wish for the paleBLUEdot team to provide a brief introduction of the project, methodologies, and expected outcomes at a City Council working session near the beginning of the project.

City Interaction: Presentation Prep meeting(s)

Deliverables: Final Presentation to City Council; working session presentations to City Council as desired and directed by City (electronic documents)



Example summary report visualization

Approach - Optional Services

OPTIONAL SERVICES

Understanding the City of Ames's goal of establishing quality information in support of the City's upcoming Climate Action Plan effort, the paleBLUEdot team offers the following optional services. These services are designed to provide comprehensive baseline information supporting GHG emissions reductions strategy decision making. Each of these efforts also includes the development of a "Menu of Strategies" which can be used to collaboratively review, refine, and prioritize Ames specific action strategies. Each of these optional efforts will provide critical additional information supporting a more robust, effective, and efficient future Climate Action Plan development.

Optional Task 7- Climate Vulnerability Assessment

As a documentation effort with the goal of providing robust data to the City of Ames upon which climate action strategies can be based, our team recommends the development of a high-level climate vulnerability assessment. The assessment will include the identification of climate change projections for the City, indication of likely impacts of these projections, and an identification of climate vulnerable populations and conditions within the community. The assessment will include possible impacts and risks associated with projected climate change for the region.

Drawing from US Census data, the paleBLUEdot team will map vulnerable populations within the City as well as existing City infrastructure and resources which may be capable of supporting climate adaptation strategies. These assessments will provide a basis for understanding vulnerabilities and resources which will support the decision making process needed for identifying and prioritizing climate adaptation measures to be included in the final Climate Action Plan.

Broad Climate Change Impacts and Risk Factors

The paleBLUEdot team will identify and summarize the broad climate change metrics already experienced, projected climate change impacts, and risk factors at a regional level. Data on the region will be collected from the US National Climate Assessment as well as academic resources. State of Iowa specific data will be collected and summarized from State and National agencies, and regional university data sources. In addition, detailed climate projections, based on National Center for Atmospheric Research, will be developed for the City of Ames.

Climate Risk Factors

The paleBLUEdot team will identify, and quantify the primary climate risk factors facing the City of Ames. The risk factors to be quantified will include:

- Flood data, risk, and histories
- Air Quality considerations
- Land Cover and tree canopy characteristics and extent
- Heat Island Characteristics and Temperature Impact
- Food Environment and Food Access considerations
- Population health data and characteristics from sources such as the Iowa Department of Public Health
- Heart attack rates
- Asthma hospitalization rates
- heat related illnesses
- Vector Borne disease data.

Quantifying City Vulnerability

By overlaying the data and mapping of vulnerable populations with that of the climate risk factors and community resources, the paleBLUEdot team will describe in detail the specific vulnerabilities for the City. The "order of magnitude" for each risk as well as the areas within the City of vulnerability to each risk will be identified, quantified, and mapped.

Preliminary Climate Adaptation Strategies

The paleBLUEdot team will provide a detailed "Menu of Strategies" to articulate a range of appropriate climate adaptation measures for each risk category identified. Adaptation strategies will be drawn from sources including: Georgetown Climate Center Adaptation Clearinghouse; Climate Adaptation Knowledge Exchange; US EPA, State resources, and from paleBLUEdot's past Climate Adaptation efforts. This preliminary Menu of Strategies may then be used to support the City's on-going climate related planning efforts.

City Interaction: Progress meeting(s)

Deliverables: Climate Vulnerability/Vulnerable Population Assessment and Menu of Strategies (electronic document)

Risks Addressed in Climate Adaptation Measures



Extreme Weather / Temp



Flood



Air Quality



Vector-Borne



Food Insecurity



Water Quality



Waterborne



Approach - Optional Services

Optional Task 8 – Renewable Energy Potentials Study

In support of development of effective renewable energy goalsetting and to establish strategies addressing renewable energy development, paleBLUEdot offers to conduct a Community-Wide solar photovoltaics (PV) potentials study including economic and environmental benefits. Through study of community-wide potential, the City of Ames will be empowered to create near and long-term renewable energy targets and implementation strategies based on community specific opportunity. This effort will include:

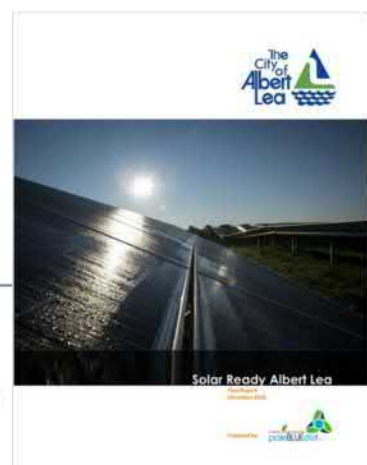
- 1) Collect city-wide satellite data (NREL, NOAA, and NASA data).
- 2) Determine building roof stock characteristics and solar suitable buildings, calculate total suitable areas by roof configuration/orientation.
- 3) Calculate total rooftop solar capacity and annual energy generation by roof configuration/orientation
- 4) Identify cost efficient annual energy generation potential.
- 5) Research solar market at national, State and regional levels. Identify low, medium, and high solar market absorption rates and city-wide solar pv goals.
- 6) Identify environmental and economic benefit of solar including economic development and job creation potential (NREL JEDI model)
- 7) Develop City-Wide Renewable Solar Energy Potentials report.

Development of a “Menu of Strategies” addressing potential climate adaptation and mitigation, and sustainability goals related to ground cover, tree canopy health, heat island mitigation, and carbon sequestration.

City Interaction: Progress meeting(s)

Deliverables: Community wide renewable energy potentials study with recommended targets and Menu of Strategies (electronic document)

paleBLUEdot Renewable Energy Potentials Study example



Local Economic Impacts - Summary Results

	Jobs	Earnings Million 2018\$		
During construction period				
Project Development and Onsite Labor Impacts	49	\$6.65		
Construction and Interconnection Labor	32	\$5.71		
Construction Related Services	17	\$0.93		
Equipment and Supply Chain Impacts	47	\$3.13	\$12.76	\$6.28
Induced Impacts	42	\$2.48	\$6.88	\$3.74
Total Impacts	138	\$12.26	\$28.68	\$17.42
During operating years (annual)				
Onsite Labor Impacts	22	\$1.56	\$1.56	\$1.56
Local Revenue and Supply Chain				
Induced Impacts				
Total Impacts				

Notes: Earnings and Output values are million dollars.
Plant workers includes field technicians, administrative staff, etc.
Economic impacts "During operating years".
The analysis does not include impacts associated with construction.
Totals may not add up due to independent rounding.

Albert Lea Solar PV Projection Based on Potential Market Absorption

Year	Cumulative Installed (KW)	Annual Generation (KWH)	% of City Electric Consumption
2022	3,909	4,238,187	2.23%
2025	5,346	5,796,276	3.05%
2030	9,009	9,767,063	5.14%
2040	12,708	13,777,407	7.24%

COUNCIL ACTION FORM

SUBJECT: PUBLIC HEARING ON ACCEPTANCE & SUBMITTAL OF THE CITY'S 2018-19 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) IN CONNECTION WITH THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

BACKGROUND:

The Community Development Block Grant (CDBG) regulations require that within 90 days prior to the end of its fiscal year, the City must prepare a Consolidated Annual Performance and Evaluation Report (CAPER). The report is required to be submitted to the Department of Housing and Urban Development (HUD) on or before September 29 each year. However, staff requested and received an extension to submit the report on or by November 15, 2019.

The CAPER reports accomplishments in relation to goals and objectives identified in the City's 2014-2018 Consolidated Plan requirements for the use of Community Development Block Grant (CDBG) and in the Annual Action Plan for the July 1, 2018 through June 30, 2019 fiscal year. The regulations require that the CAPER be available for a 15-day public review and comment period, which occurred from October 24, 2019, through November 7, 2019.

Attached for Council review and approval is a copy of the Executive Summary of the 2018-19 CAPER, which reports that of the \$1,178,494 of CDBG funds allocated (includes administration and anticipated program income), \$595,695 was expensed on the following activities: Renter Affordability Program Activities, Affordable Housing Program Activities either through the Disposition of Properties, and/or the Rehabilitation of Properties, and Neighborhood Public Infrastructure Improvements Program for 321 State Avenue. Fifty-eight (58) low-income households were assisted. Additionally, approximately \$3,139 of program income was generated from repayments of single-family homes that were sold through the Homebuyer Assistance Program. Approximately \$112,249 was spent on program administration. Total CDBG expenditures for the FY 2018-19 program year was approximately \$707,945.

An additional \$250,000 of G.O. Bond funds were available during the program year but there were no expenditures during the program year. The City also received its first allocation on HOME funding in the amount of \$750,000. Of the \$750,000 allocation, \$75,000 was available for program administration and approximately \$562,500 was available for program. The majority of the 2018-19 fiscal year was spent on program set-up and training in the amount of \$2,250.

A full copy of the CAPER and attachments are available for review on the City's web site at: www.cityofames.org/housing/CAPER.

ALTERNATIVES:

1. Adopt a resolution approving the submittal of the City's 2018-19 Consolidated Annual Performance and Evaluation Report (CAPER).
2. Do not adopt a resolution approving the submittal of the City's 2018-19 Consolidated Annual Performance and Evaluation Report (CAPER).

CITY MANAGER'S RECOMMENDED ACTION:

It is the recommendation of the City Manager that the City Council adopt Alternative #1. This action will adopt a resolution approving the submittal of the City's 2018-19 Consolidated Annual Performance and Evaluation Report (CAPER), which is to be submitted to HUD on or by November 15, 2019.

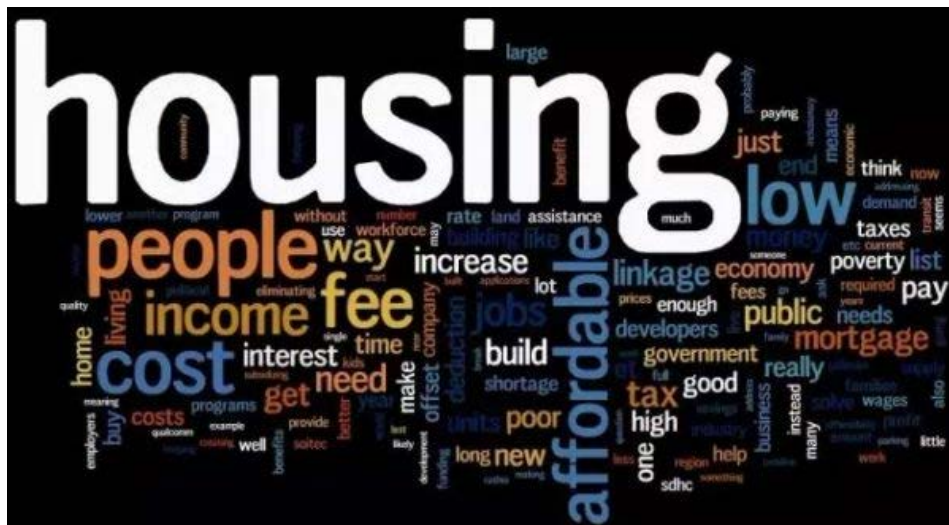


PROPOSED

CITY OF AMES

**CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORTS (CAPER)**

**CITY OF AMES FISCAL YEAR
JULY 1, 2018 THROUGH JUNE 30, 2019**



Public Comment Period:
October 24, 2019 thru November 7, 2019



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ASSET Funder Priorities for FY 2018-19; and Final Funding Recommendations

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

With community input, the overall goals and outcomes of the City's 2014-18 Strategic Plan is to increase the supply of affordable housing for low and moderate income persons, and to continue to support and maintain the public service needs for special populations, homeless, and low income households. The major progress that the City made in carrying out these two overall strategies was through the implementation of the following project activities for 2018-19: Acquisition/Reuse for Affordable Housing, Renter Affordability Program, Disposition of Properties, Acquisition/Rehab of Properties, and the Public Infrastructure Improvements Program for 321 State Avenue.

The **Acquisition/Reuse Program** was designed to create, expand, and maintain affordable housing for homeless and low-income persons (80% or less of AMI) by: a. increasing the supply of affordable rental housing for low-income families, b. increasing the availability of affordable owner-occupied housing or c. maintaining the supply of affordable owner-occupied housing. Under this activity the City **did not** acquire any properties under the 2018-19 program year.

The **Renter Affordability Program** was designed to provide assistance to low-income households who are at or below 60% or less of the Story County median income limits, to gain access to rental housing units that will improve their housing status, and help them to secure economic stability in order to obtain and/or remain in affordable housing units. The activities implemented were a Deposit, First Month's Rent, and Transportation (Bus Passes and Fuel Vouchers) Assistance. During the program year 2018-19, a total of 51 Households with incomes at 60% or below the AMSA were assisted through the Deposit, First Month's Rent and Transportation Assistance Programs. Of the 51 households assisted, 33 received assistance with Deposit and/or First Month's Rent, and 18 received assistance with Transportation (9- fuel vouchers, 4-Cy-ride Bus Passes & 5-HIRTA Bus Passes). Additionally, out of the 51 households assisted seven (7) households were assisted in the City's designated Neighborhood Revitalization Strategy Area (NRSA).

The **Disposition of Properties** was designed to provide maintenance and costs for properties purchased in previous program years. For 2018-19 the activity included the on-going maintenance of seven (State, Sixth, Stafford, Village and Morningside) lots. For State Avenue see the comments under the Public Infrastructure Improvements Program. For the Sixth Street properties (three contiguous lots that will be sold as one), the lots are slated to be sold on the open market for re-development and the revenue received to be directed to the 321 State Avenue Program, however, the sale of the lots has been moved to the 19-20 program year. The Stafford, Village and Morningside

properties are being reported under Acquisition/Rehabilitation Activity.

The Acquisition/Rehabilitation Activity was designed to rehabilitate properties purchased under the Acquisition/Reuse Program that needed repairs before being sold to eligible buyers. There were three properties (Stafford, Village and Morningside) under this activity. For 2018-19, the Stafford is under contract to be sold to Habitat for Humanity. Habitat will be completing some additional rehabilitation to the property and will be selling the property to an eligible Habitat home buyer in 2019/20. The rehabilitation of Village property will not be completed until the 2019-20 program year. Due to the deterioration of the Morningside property, the activity was moved to a demolition/clearance project. For 2018-19, clean up and removal of hazardous materials (mold and asbestos) was removed to prepare the site for demolition in 2019-20 and being sold to Habitat for Humanity to construct a new home for an eligible Habitat home buyer in 2019-20.

The Public Infrastructure Improvements Program for 321 State Avenue. Under this program activity, during the 2015-16 program year, the acquisition of one 10-acre parcel (old Ames Middle School site) was completed. Although construction of housing has not begun, in 2016-17 the City was successful in receiving its first Neighborhood Revitalization Strategy Area designation for the 10-acre parcel. In 2017-18, although there was an unsuccessful attempt to negotiate an agreement with a local developer in the spring of 2018, the City as the “developer” prepared the specifications, solicited for bids and was successful in awarding a contract to begin the installation of the infrastructure improvements on the site. For 2018-19, phase I of the infrastructure improvements were installed, which was the construction of an extension of Tripp Street through the middle of the site. Phase II development will begin in 2019-20.

The Neighborhood Housing Improvements and the Homebuyer Assistance Programs were not implemented during this program year. The opportunity to acquire a large parcel of land to expand the development of affordable housing for low income persons and households – which addresses the heart of the strategic plan – continues to be the primary focus of all the activities that were implemented for the 2018-19 program year. Without the completion of the Public Infrastructure Improvements the Homebuyer Assistance Program cannot be implemented. Implementation of a Housing Improvements Program will be considered in the planning of the 2019-2024 Five-year Consolidated Plan and the 2019-2020 Annual Action Plan.

In addition to the outcomes listed below, a summary of accomplishments in attaining the goals and objectives for the reporting period can be found in Appendix I, along with a project map and budget in Appendix II.

The City also received its first allocation on HOME funding in the amount of \$750,000. Of the

\$750,000 funding allocation, \$75,000 was available for program administration and approximately \$562,500 was able for programming. The majority of the 18-19 fiscal year was spent on program set-up and training in the amount of \$2,250. The City intends to use the funding to build affordable homes on the 321 State Avenue site that is located in our NRSA.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

For the 2018-19 program year, the original projects slated to be implemented were the Renter Affordability, Homebuyer Assistance, Public Infrastructure Improvements for State Avenue, Acquisition/Reuse for Affordable Housing, and Disposition of Properties and the Home Improvement Program. For 2018-19 the Public Infrastructure Improvements was the priority project, this was due to the following delays: the negotiations with a developer failed; the City became the developer; the project scope had to be reduced and redesigned; and a new round of solicitation of construction bids, and installation of the street extension through the site. This substantially delayed the project and the opportunity to implement the Homebuyer Assistance Program and the Home Improvement Program. However, the Renter Affordability Program, Acquisition/Reuse Program, and the start of the Public Infrastructure Program was able to occur.

COUNCIL ACTION FORM

SUBJECT: VACATION OF A SANITARY SEWER EASEMENT AT 610 & 700 SE 16TH STREET

BACKGROUND:

The final plat for the Menards Subdivision included an easement across 610 and 700 SE 16th Street for a sanitary sewer main extension that was anticipated to be installed as part of the new Menards store construction. However, during construction it was determined that an existing raw water main was at an elevation that prevented the sewer from being installed as planned. Therefore, the sanitary sewer main extension was relocated further to the west and a new easement was established and secured for that new sanitary sewer main location. **As a result, the previously platted sewer easement is no longer needed and can be vacated (see attached map).**

ALTERNATIVES:

1. Set the date of public hearing as November 12, 2019 to approve the vacation of the aforementioned easement at 610 & 700 SE 16th Street.
2. Reconsider the vacation of the aforementioned easement at 610 & 700 SE 16th Street.

MANAGER'S RECOMMENDED ACTION:

This sanitary sewer easement can be vacated because the sewer was installed in a different location than originally planned and therefore is no longer necessary. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as noted above.**

COUNCIL ACTION FORM

SUBJECT: **AWARD CONTRACT FOR THE
INIS GROVE PARK RESTROOMS PROJECT**

BACKGROUND:

This project in Inis Grove Park includes constructing a new restroom near the north end of the tennis courts and renovating the current restroom along Duff Avenue. Hartman & Trapp, Des Moines, Iowa was hired to develop plans and specifications, prepare a cost estimate, and provide project management for the Base Bid (new restroom) and Alternate #1 (renovate existing restroom).

The Base Bid is the new restroom (shown below) and its location will serve the participants using the park, but specifically the Miracle League Field and All Inclusive Playground users. The exterior of the building on three sides includes a limestone veneer that reflects the limestone features of the Walnut Shelter in the park. There will be a metal roof similar to other new shelters recently added to the park system. The building will be ADA accessible with two gender neutral restrooms. Each restroom will contain a toilet, urinal, sink, an adult/child changing table, LED lighting, hand soap and sanitizer dispensers, and hand dryers. The exterior of the building will have an ADA accessible water fountain with a bottle filler. The adult changing tables will be the first ones constructed in the park system.



Alternate #1 includes the specifications to renovate the existing restroom along Duff Avenue. The renovation includes removing the shingles and exterior siding and replacing with a metal roof and new siding. A limestone veneer will be added to the front and west side of the building. The building will be converted from a men's and women's restroom to two gender neutral restrooms and made ADA accessible. New LED lighting and fixtures, as well as, an ADA accessible fountain with a bottle filler will be added.

Inis Grove Restrooms Project

Bidder	Base Bid	Alternate #1	Total Bid with Alternate #1
R. H. Grabau Construction, Inc., Boone, IA	\$299,998	\$84,998	\$384,996
HPC, LLC, Ames, IA	\$300,000	\$78,000	\$378,000
Happe Commercial, Ankeny, IA	\$335,000	\$71,000	\$406,000
ASI Commercial Construction Services, LLC, Emmetsburg, IA	\$339,000	\$68,000	\$407,000
GTG Construction, LLC, Johnston, IA	\$347,250	\$78,250	\$425,500

Two items that were not included in the bid package but are part of the total project cost include decommissioning the restroom near Shagbark Shelter and installation of a sewage lift station that will service the new restroom. The decommissioning will be completed by City staff and includes removing the fixtures and demolishing the septic tank. The sewage lift station has been bid separately and will service the new restroom. Water & Pollution Control staff designed the system and will be overseeing the installation.

The architect's cost estimate for the Base Bid and Alternate #1 which includes a 5% contingency is shown below:

<u>Architect/Engineer's Estimate:</u>	<u>Amount</u>
Base Bid (New Restroom)	\$243,970
Alternate #1 (Restroom Renovation)	\$ 60,400
Soil Testing	\$ 920
Architect/Engineering Services	\$ 36,000
Bid Package Total	\$341,290
Restroom Decommission (near Shagbark Shelter)	\$ 2,500
Sewage Lift Station Installation	\$30,000
Non- Bid Package Total	\$32,500
Total Project Estimate	\$373,790

Total available funding for the entire project is \$375,000, however, only \$305,580 is available after deducting soil testing, A & E services, and the non-bid package items.

ALTERNATIVES:

1. Award a contract for the base bid of the Inis Grove Restrooms Project to R. H. Grabau Construction, Inc., Boone, Iowa in the amount of \$299,998.

Under this alternative, no additional funding would be required to accomplish the new restroom adjacent to the Miracle Field. However, the renovation of the Duff Avenue restroom would have to be rebid separately and additional funding be identified from either the Local Option Sales Tax or Park Development Funds.

2. Award a contract to HPC, LLC, Ames, Iowa in the amount of \$378,000 for both the new restroom and renovated restrooms.

Under this alternative, \$72,420 would need to be appropriated from the Park Development or Local Option Sales Tax Funds.

3. Accept the report of bids, but not award a contract at this time and provide direction to staff as to how to proceed.
4. Reject all bids and direct staff to rebid the project at a future date.

CITY MANAGER'S RECOMMENDED ACTION:

Inis Grove Park is one of the most popular parks in the City due to the amenities it provides. With the addition of the Miracle League Field and Inclusive Playground that will be completed in the summer of 2020, it is important patrons have use of restrooms that are near the amenities they are utilizing. The new restroom is a priority due to its proximity to the Miracle Park features and adult sized changing tables. With the restroom that is adjacent to Duff Avenue, it is important to keep infrastructure updated to ensure it portrays the excellence and accessibility of the City's park facilities.

The City's architect has indicated that because the City received five bids, the bid amounts are fairly close, and the current trend is that bids in the area are coming in above estimates; it is unlikely that rebidding the project will result in a lower cost to the City. **Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #2 as stated above.**

However, in order to proceed with Alternative #2, the City Council must identify additional funding. As with the Brookside Restroom project, it is recommended that the Council appropriate \$72,420 from the Park Development Fund balance towards the Inis Grove restrooms projects. The fund will have a balance of \$673,263 after deducting funds for the Brookside Restroom project.

However, the renovation can be delayed until funds become available. Although City Council approved the use of Park Development Funds for the Brookside Restroom Renovation, this fund's purpose is for acquiring park land or adding new amenities to the park system.

Staff Report

REQUEST FROM THE AMES FOUNDATION FOR \$525,000 MATCH FOR THE INIS GROVE ACCESSIBILITY IMPROVEMENT PROJECT (IGAIP) TO BE COMPLETED BY SEPTEMBER 30, 2021

November 12, 2019

BACKGROUND:

At its June 11, 2019 meeting, Council approved the plans and specifications for the Miracle League Field and Inclusive Playground and authorized the Ames Foundation (TAF) to begin construction. The approval to begin construction was contingent on TAF signing a contract with the City stating TAF would be responsible for any shortfall in project funding. The contract was signed in June.

Additionally, TAF mentioned to Council they would be submitting an application for a state CAT grant. If this grant was successful, TAF would be able to add back most, if not all, of the cost saving reductions Council approved with the plans and specs in June. It was stated the CAT grant does have a match requirement and applicants are required to have a cash match from the City and County governments to be eligible for a grant. The match is to demonstrate investment from the City and County in projects being considered for CAT grant funding. The match is not a percentage of the total project cost, but rather it is a contribution of \$20,000 - \$50,000. The cash match must be for capital projects and that project must start after the application is submitted. Please note the Story County Board of Supervisors approved \$25,000 at its Tuesday, July 9, 2019 meeting to be given to TAF for the IGAIP.

TAF submitted the CAT grant application in the amount of \$200,000 for the project titled the "Inis Grove Accessibility Improvement Project" (IGAIP) which includes the Miracle League Field (MLF), the Inclusive Playground (IP), and the new Restroom to be constructed in Inis Grove. **The MLF and IP are being funded through donations and no City funds are being used for construction of these amenities. The Restroom is being funded as part of the City's Capital Improvement Plan (CIP) and was in the CIP prior to any discussions began regarding the MLF and IP. By submitting the application with the IGAIP title, the Restroom Project could be used as the City's cash match without violating Chapter 26 of the Iowa Code. TAF requested City Council approve the use of the Restroom Project as the City's cash match to the IGAIP.**

At its July 12, 2019 meeting, City Council approved the Inis Grove Restroom Project be used as the City's cash match in The Ames Foundation's CAT grant application regarding the Inis Grove Accessibility Improvement Project.

In the grant application, the project description reads as follows (bold indicates City projects):

*This project will create an accessible and inclusive park on the north side of the existing Inis Grove Park. The largest component of the project is a 15,000 square foot all-inclusive playground with five separate playground areas built on completely rubberized safety surface. The second component of the project will be the Miracle League Field, which is a custom baseball field made with fully rubberized surface to accommodate wheelchairs and other assistive devices. **The third and final component of the project will be accessible restrooms and access to the park. The City of Ames will construct a fully accessible family restroom and renovate the existing north restroom facility to make it ADA compliant. The City will also install shared use paths along the two adjacent streets (24th and Duff) to maximize accessibility.***

CAT GRANT AGREEMENT:

To accept the CAT grant funds, TAF must sign the CAT Grant Agreement (Attachment A) by November 18, 2019. The IGAIP must be complete by September 30, 2021. In the event some components are not done and/or the final project cost is less than what was on the application, TAF will be required to return some of the funds based on a formula shown in the CAT Grant Agreement. **Since the City projects total \$525,000, TAF is requesting a written statement that the City understands the importance of the City's projects to the IGAIP and is willing to make "best efforts" to complete the three projects within the stated timeline.**

In the agreement (Attachment B) between the City and The Ames Foundation, Item #11 includes the statement, "After acceptance of the Project by the City, possession of the Miracle League Field and Inclusive Playground will be turned over to the City of Ames". Section 5.8, Conveyance of Project Property, of the CAT Grant Agreement states, "From the Effective Date to the date three (3) years after the Agreement End Date, Recipient shall not sell, transfer, convey, assign, encumber, or otherwise dispose of all or any portion of the Project property as described in Exhibit A without the written permission of the Board. Permission may be withheld in the sole discretion of the Board." TAF has had conversation with IEDA about this language and IEDA understands and approves of TAF turning over the project to the City after completion.

OPTIONS:

Option 1

The City Council can convey to the Ames Foundation that the City will make its "best effort" to complete the three aforementioned City projects at a minimum cost of \$525,000

by September 30, 2021. However, it must be understood by the Ames Foundation that, if for any reason the City cannot fulfill this commitment in regards to the amount of the project match for the three City projects or completion date, the City will not assume any final responsibility for the Ames Foundation paying back any CAT grant funding.

Should the City Council decide to move ahead with the contracts for the two Inis Grove Restroom projects as recommended in a previous agenda item, the risk to the City for assuming any financial liability for the local match is diminished. All that will remain will be the shared use path and the actual completion of the restroom projects. **However, as evidenced by previous City projects, our experience has shown that weather and/or, contractor/subcontractor capability have resulted in project completion dates well past the planned deadlines.**

Option 2

The City Council can decide not to respond to the Ames Foundation's request for a written statement that the City understands the importance of the City's projects to the IGAIP and is willing to make its "best efforts" to complete these projects.

CITY STAFF COMMENTS:

While the City Council provided funding for the design of the Miracle Field and Inclusive Playground, it was made clear from the outset that no additional City funds would be directed towards this project. When it appeared sufficient funds had not been raised to complete the total vision for this facility, the City Council and Ames Foundation worked together to agree on certain features that would be eliminated from the project scope.

Following that discussion, the possibility of securing a CAT grant was discussed as a way to avoid eliminating any of the features along with the required local match. While the City Council agreed to utilize the proposed two restroom projects at Inis Grove Park as the local match, the Ames Foundation's application to the State included three projects totaling \$525,000.

The Miracle League Field and Inclusive Playground will be a welcomed addition to the City's park system and provide opportunities for all individuals. The Ames Foundation is committed to this project as is shown by their continued efforts to raise funds. By accepting the CAT grant, TAF will be able to include most, if not all, of the items in the original design. Hopefully, the two restroom projects will be awarded on November 12 and the Shared Use Path Project should be completed by September 30, 2021.

Therefore, the staff would support Option #1 that would authorize the Mayor to write a letter to the Ames Foundation stating that the City will make its "best effort" to complete the three aforementioned City projects at a minimum cost of \$525,000 by September 30, 2021.

COMMUNITY ATTRACTION AND TOURISM (CAT) GRANT AGREEMENT

RECIPIENT: The Ames Foundation
CAT AGREEMENT NUMBER: 20-CAT-016
EFFECTIVE DATE: September 11, 2019
PROJECT NAME: Ames Miracle Park – Inis Grove Accessibility Improvements
TOTAL GRANT AMOUNT: \$200,000
PROJECT COMPLETION DATE: September 30, 2021

This **COMMUNITY ATTRACTION AND TOURISM ("CAT") GRANT AGREEMENT** is made by and between the **Enhance Iowa Board ("Board" or "Enhance Iowa")** and the **The Ames Foundation ("Recipient")**.

WHEREAS, the Community Attraction and Tourism (CAT) Program was established by the Iowa Legislature and the Governor of Iowa to support community projects that build on Iowa's unique assets and values and expand the recreational, cultural, educational, and entertainment opportunities in Iowa.

WHEREAS, Recipient submitted an application to the Enhance Iowa Board requesting CAT assistance to help finance the Project.

WHEREAS, the Enhance Iowa Board found the Project meets the requirements established for participation in the CAT Program.

WHEREAS, the Board, on September 11, 2019, unanimously voted to award a Grant of **\$200,000** to Recipient to assist in funding the Project, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the Enhance Iowa Board and Recipient agree to the following terms:

ARTICLE 1 **DEFINITIONS**

As used in this Agreement, the following terms shall apply:

1.1 **EFFECTIVE DATE** "Effective Date" means the date stated above on which the terms of this Agreement become in force and effect.

1.2 **GRANT** "Grant" means an award of assistance for which repayment of funds is not required upon fulfillment of the conditions of the award.

1.3 **GRANT AGREEMENT or AGREEMENT** "Grant Agreement" or "Agreement" means this document, the Project budget and all of the notes, leases, assignments, mortgages, and similar documents referred to in this document and all other instruments or documents executed by Recipient or otherwise required in connection with this grant.

1.4 **PROJECT** "Project" means the detailed description of the work, services, and other obligations to be performed or accomplished by Recipient as described in this Agreement, Program Description and Budget (Exhibit C), and the CAT Application as approved by the Board (Exhibit A).

1.5 **PROJECT COMPLETION DATE** "Project Completion Date" means September 30, 2021, which is the date by which the Project tasks are fully constructed and operational.

ARTICLE 2 **GRANT AGREEMENT DURATION**

2.1 **GRANT AGREEMENT DURATION** This Agreement shall be in effect on the Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Date and for the period after Project Completion Date during which the Iowa Economic Development Authority (IEDA) will conduct Project closeout procedures to verify that the Project was completed in compliance with the Agreement.

(b) *Repayment or Payment Obligation.* Until all outstanding amounts due to the Board, if any, are received by IEDA or all outstanding obligations to the Board are satisfied in full.

(c) *Agreement End Date.* Until IEDA has completed Agreement closeout procedures and provided Recipient with written Notice of Final Agreement Closeout. This Agreement shall terminate as of the date of the Notice of Final Closeout, which date shall be the Agreement End Date.

2.2 **SURVIVAL OF OBLIGATIONS** Section 2.1 shall not abrogate or otherwise affect the obligations, terms, and conditions that survive beyond the Agreement End Date, including but not limited to the following sections of this Agreement: Section 5.4 (Accounting Records), Section 5.5 (Documentation), and Section 5.8 (Conveyance of Project Property).

ARTICLE 3 **IDENTITIES OF THE PARTIES**

3.1 **ENHANCE IOWA BOARD** The **Enhance Iowa Board** is a public instrumentality of the State of Iowa that was legislatively created to organize, establish, oversee, and approve the administration of the Enhance Iowa Program and the Community Attraction and Tourism Program. Iowa Code Chapter 15F authorizes the Board and its programs. The Board's address is 200 East Grand Avenue, Des Moines, Iowa 50309. The Enhance Iowa program is administered by IEDA. IEDA's address is 200 East Grand Avenue, Des Moines, Iowa 50309.

3.2 **RECIPIENT** The **The Ames Foundation** is an Iowa nonprofit located at 304 Main St, Ames, IA 50010.

ARTICLE 4 **FUNDING**

4.1 **FUNDING SOURCE** The source of funding for the award is funds legally available to the Board in the Community Attraction and Tourism Fund established pursuant to Iowa Code Section 15F.204. The funds of the State of Iowa, other than those of the CAT Fund, are not obligated or available to meet any obligations of the Board created by this Agreement, and this Agreement shall not constitute an obligation or debt of the Board or the State except to the extent expressly described herein from funds on hand that are legally available for such purposes.

4.2 **RECEIPT OF FUNDS** All payments under this Agreement are subject to possession by the Board of sufficient funds for the CAT Program. Any termination, reduction, or delay of CAT funds to the Board may, in the Board's sole discretion, result in the termination, reduction, or delay of CAT funds to Recipient and/or termination of this Agreement.

ARTICLE 5 **TERMS OF GRANT**

5.1 **GRANT** The Board shall make a Grant up to the amount first stated herein to Recipient to assist in financing the Project, all subject to Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and the terms and conditions of this Agreement. A copy of Recipient's CAT Application describing the Project is an integral part of this Agreement and marked as Exhibit A.

5.2 **MAXIMUM PAYMENTS** It is expressly understood and agreed that the maximum amount to be paid to Recipient for Project activities shall conform to the budget as presented in the Program Description and Budget (Exhibit C). It is further understood and agreed that the total of all payments to Recipient for Project activities shall not exceed the Grant funds unless the amount is modified by written amendment of this Agreement.

5.3 **USE OF FUNDS** Recipient hereby agrees to construct and operate the Project as described in its CAT Application (Exhibit A) and the Project Description and Budget (Exhibit C). Recipient shall maintain the Project in accordance with the representations in Exhibits A and C during the term of this Agreement. Recipient shall allow the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations to inspect the Project facilities at all reasonable times to monitor and evaluate performance with Iowa law and the terms of this Agreement.

5.4 **ACCOUNTING RECORDS** Recipient shall maintain its books, records, and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by the Board. Recipient shall account for all activity pertaining to the Agreement in a distinct and separate category within its accounting system. These records shall be available to the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations at all times during the duration of the Agreement and any extension thereof, and for three (3) years after the Agreement End Date.

5.5 **DOCUMENTATION** Within ten (10) days of receipt of a written request from the Board, Recipient shall deliver to IEDA,

- (i) Copies of all agreements or documents relating to the Project;
- (ii) Copies of all invoices, receipts, statements, or vouchers relating to the Project;
- (iii) A list of all unpaid bills for labor and materials in connection with the Project; and
- (iv) Budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

Recipient shall be bound by Section 5.5 from the Effective Date to the date three (3) years after the Agreement End Date.

5.6 **COST VARIATION** In the event that the actual total Project Cost is less than the amount specified in Exhibit C of the Agreement, the Grant funds shall be reduced by the same ratio as the actual total Project Cost divided by the total Project Cost listed in Exhibit C. Any reimbursed excess above the reduced Grant funds amount shall be returned to IEDA.

Example:

If the total amount spent to complete the project is less than the total Project Cost specified in Exhibit C of the Grant Agreement, the Board or IEDA shall calculate the amount of Grant funds to be returned as follows: first, the total amount spent to complete the project is subtracted from the total Project Cost listed in Exhibit C to determine the change in Project Cost. Second, the change in Project Cost is divided

by the total Project Cost listed in Exhibit C. Third, this percentage is multiplied by the original Grant award. The product is the amount of the Grant award that Recipient shall return to IEDA.

Numbers from Exhibit C of the Agreement

- The funded project had a total project cost listed in Exhibit C of \$1,000,000
- The funded project had a total Grant funds listed in Exhibit C of \$200,000

Completed project numbers

- The project, when completed, had a total cost of \$900,000

Calculation of the amount to be returned

1. The actual total Project Cost (\$900,000) is subtracted from the total Project Cost listed in Exhibit C (\$1,000,000). This amount equals \$100,000.
2. \$100,000 divided by \$1,000,000 equals 10%.
3. 10% multiplied by \$200,000 equals \$20,000. **Recipient shall return \$20,000 to IEDA.**

5.7 **PRIOR COSTS** No expenditures made prior to the Effective Date may be included as Project Costs for the purposes of this Agreement.

5.8 **CONVEYANCE OF PROJECT PROPERTY** From the Effective Date to the date three (3) years after the Agreement End Date, Recipient shall not sell, transfer, convey, assign, encumber, or otherwise dispose of all or any portion of the Project property as described in Exhibit A without the written permission of the Board. Permission may be withheld in the sole discretion of the Board.

Should the Board grant permission to Recipient to sell, transfer, convey, assign, encumber, or otherwise dispose of any Project property, Recipient shall repay the full amount of the Grant award plus a pro-rata share of the profits realized by the sale of the Project property. The percentage of profit to be allocated to the Board shall be commensurate with the financial assistance contributed to the Project by the Board. The Board may waive its right to reimbursement, in whole or in part, if the Board determines, in its sole discretion, that the public interest would best be served thereby.

ARTICLE 6

CONDITIONS TO REIMBURSEMENT AND DISBURSEMENT OF FUNDS

6.1 **CONDITIONS TO REIMBURSEMENT** All of the following conditions shall be met before IEDA disburses Grant funds to Recipient:

(a) **AGREEMENT EXECUTED** This Grant Agreement shall be properly executed and returned to the Board within forty-five (45) days of the Board's transmittal of the final Agreement to Recipient.

(b) **BINDING FINANCIAL COMMITMENTS** Recipient shall obtain, to the satisfaction of the Board, all other legally binding financial commitments necessary to complete the Project. Failure to secure and submit documentation of such commitments to IEDA by December 31, 2019 may result in the rescission of the award and termination of this Agreement.

(c) **SUBMISSION OF RECIPIENT DOCUMENTATION** Prior to making any distribution of Grant funds, Recipient shall have submitted the following documents to IEDA:

For non-profit recipient:

- (i) Certified copies of Recipient's Articles of Incorporation and By-Laws.

- (ii) A certificate of incumbency naming Recipient's current officers and directors.
- (iii) Documentation of satisfactory credit history with no outstanding judgments or unsatisfied liens.
- (iv) A Certificate of Standing issued by the Iowa Secretary of State.
- (v) A resolution of the Recipient's Board of Directors authorizing the execution and delivery by Recipient of this Agreement and such other documents as the Board or the Board's legal counsel may reasonably request and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind Recipient.
- (vi) Evidence acceptable to the Board or the Board's legal counsel of all other funding sources that have been committed to this Project.
- (vii) A copy of Recipient's most recent annual audited financial statement and fidelity bond coverage with a minimum amount of \$200,000.
- (viii) Form "W-9, Request for taxpayer identification number and certification."

6.2 REIMBURSEMENT OF FUNDS Grant funds are disbursed on a reimbursement basis. Recipient shall request reimbursement by submitting the request in the form designated by IEDA and submitting a Project progress report as described in Section 8.1(c) (Reports). The reimbursement form shall itemize Recipient's total actual allowable expenses. Expenses shall be documented in a manner acceptable to IEDA. Recipient shall also submit a Project progress report in the form designated by IEDA with each request for reimbursement.

IEDA will review the request and, if Recipient has met the requirements for reimbursement, will make the appropriate disbursement from the CAT Fund. The reimbursement will be limited to a pro-rata portion of Recipient's allowable expenses for the relevant period. No disbursements under \$500 will be made, except for the final draw of Grant funds.

(a) **RETAINAGE** Five percent (5%) of the Grant award will be withheld from disbursement until Agreement closeout procedures have been completed.

(b) **REIMBURSEMENT RATIO** When calculating the reimbursement ratio, IEDA will make an adjustment for up to twenty-five percent (25%) of the local match amount to be in-kind donations. The reimbursement ratio is calculated by dividing the Grant funds by the difference between the total Project Cost and the adjusted in-kind allowance.

Example:

Numbers from Exhibit C of the Agreement

- Total Project Cost: \$1,144,000
- Grant funds: \$200,000
- Local Match: \$944,000

In-kind allowance

- Local Match (\$944,000) multiplied by 25% equals \$236,000

Calculation of the reimbursement ratio

- The difference between the total Project Cost (\$1,144,000) and the in-kind allowance (\$236,000)

equals \$908,000.

- The Grant funds (\$200,000) divided by \$908,000 equals 22%.
- The reimbursement ratio of Grant funds is 22%.

(c) **METHOD OF PAYMENT** Prior to reimbursement, Recipient shall specify the account to receive funds.

(d) **SUSPENSION OF REIMBURSEMENT** Upon the occurrence of an Event of Default as defined in this Agreement by Recipient, IEDA may suspend payment to Recipient until the default has been cured to the Board's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement because of an Event of Default by Recipient, Recipient will no longer have the right to receive any reimbursements after the date of the Event of Default.

(e) **INVESTMENT OF GRANT FUNDS** In the event that the Grant funds are not immediately utilized, temporarily idle Grant funds held by Recipient may be invested, provided that such investments shall be in accordance with Iowa law, including but not limited to the provisions of Iowa Code Chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Grant funds held by Recipient shall be credited to and expended on the Project prior to the expenditure of other Grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IEDA within thirty (30) days after the Project Completion Date. Within ten (10) days of receipt of a written request from the Board or IEDA, Recipient shall inform the Board in writing of the amount of unexpended Grant funds in Recipient's possession or under Recipient's control, whether in the form of cash on hand, investments, or otherwise.

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Board to make the Grant award referred to in this Agreement, Recipient represents, covenants, and warrants that:

7.1 **AUTHORITY** Recipient is duly organized and validly existing under the laws of the State and is in good standing and has complied with all applicable laws of the State of Iowa. Recipient is duly authorized and empowered to execute and deliver this Agreement. All action on the part of Recipient, such as appropriate resolution of its governing body for the execution and delivery of the Agreement, has been effectively taken.

7.2 **FINANCIAL INFORMATION** All financial statements and related materials concerning Recipient and the Project provided to the Board are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION** The contents of the CAT Application submitted by Recipient to the Board for CAT funding completely and accurately represents Recipient and the Project as of the date of submission and there has been no material adverse change in the organization, operation, Recipient prospects, fixed properties, key personnel, or Project plan since the date Recipient submitted the CAT Application to the Board.

7.4 **LITIGATION AND OTHER CONTROVERSIES** There is no litigation or governmental proceeding pending, nor to the knowledge of Recipient, threatened, against Recipient which, if adversely determined would be substantially likely to result in any material adverse change in Recipient's ability to complete the Project or the financial condition, properties, business or operations of the Project, nor is Recipient aware of any existing basis for any such litigation or governmental proceeding.

7.5 **EFFECTIVE DATE** The covenants, warranties, and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by Recipient when each advance or request for reimbursement of funds is submitted.

7.6 **PROJECT COST** Based on all information known or that should be known by Recipient, the estimated cost of the Project is two million, six hundred forty-nine thousand (\$2,649,000). If the estimated cost of the Project changes by more than five percent (5%), Recipient shall notify the Board within thirty (30) days of identifying that the Project Cost has changed. Upon notice of change in the estimated cost of the Project, the Board may exercise its discretion to adjust the reimbursement ratio accordingly.

ARTICLE 8 **COVENANTS OF RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS** Until the terms of this Agreement are fulfilled, Recipient covenants to the Board that:

(a) **PROJECT WORK; OPERATION AND MAINTENANCE** Recipient shall complete the Project by September 30, 2021. For the purposes of this section, “complete” means the Project is fully constructed and operational at a level acceptable to the Board. For the duration of this Agreement, Recipient shall operate and maintain the Project facilities at a level acceptable to the Board.

(b) **NOTICE OF PROCEEDINGS** Recipient shall promptly notify the Board of the initiation of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that would adversely impact the Project.

(c) **REPORTS** Recipient shall prepare, sign, and submit the requests and reports as specified below in the form and content specified by the Board. Recipient shall review all reimbursement requests and verify that claimed expenditures are allowable costs and submit Project progress reports with each reimbursement request. Recipient shall maintain documentation adequate to support the claimed costs. Upon request of the Board or IEDA, Recipient shall submit:

- (i) Annual audited financial statements.
- (ii) Certified year-end financial statements or balance sheets.
- (iii) Final Performance or Audit Reports.

The Board reserves the right to require more frequent submission of any of the above reports if, in the opinion of the Board, more frequent submissions would help improve Recipient’s Project performance.

(d) **NOTICE OF MEETINGS** Recipient shall notify the Board at least ten (10) working days in advance of all meetings of its governing body at which the subject matter of this Agreement or Project is proposed to be discussed. Recipient shall provide the Board with copies of the agenda and minutes of such meetings and expressly agrees that a representative of the Board may attend all such meetings for the purposes of the discussion of this Project.

(e) **INDEMNIFICATION** Recipient shall indemnify, defend, and hold harmless the Board; IEDA; the State of Iowa; and its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims, including but not limited to taxes, and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest, and penalties arising from or in connection with any of the

following:

- (i) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the Project;
- (ii) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in the Agreement;
- (iii) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and
- (iv) Any claim, demand, action, citation, or legal proceeding that results from an act or omission of Recipient or any of its agents in its capacity as an employer of a person.

(f) **RELEASE** Recipient shall release, discharge, and relinquish the Board; all Board members; IEDA; the State of Iowa; and all departments, divisions, agencies, sections, commissions, officers, employers, agents, contractors, associates, and affiliates of the State of Iowa from any and all liability resulting from or related to the termination, suspension, reduction, or delay of grant proceeds under this contract, including but not limited to a termination, suspension, reduction, or delay under the following sections of this Agreement: Section 4.2 (Receipt of Funds), Section 6.2(d) (Suspension of Reimbursement), Section 9.5 (Remedies Upon Default), Section 9.6 (Termination for Convenience), and Section 9.7 (Procedure Upon Termination).

(g) **PROJECT FEES** Recipient shall promptly pay all appraisal, survey, recording, title, license, permit, and other fees and expenses incurred incident to the Project funded by this Agreement.

(h) **INTEREST AND SURPLUS PROCEEDS** Recipient shall return all unexpended Grant funds and interest accrued on Grant funds to IEDA within thirty (30) days after the Project Completion Date.

8.2 **NEGATIVE COVENANTS** Throughout the terms of this Agreement, Recipient shall not, without prior written disclosure to the Board and prior written consent of the Board:

(a) **RECIPIENT'S INTEREST** Assign, waive, or transfer any of Recipient's rights, powers, duties, or obligations under this Agreement.

(b) **PROPERTY/COLLATERAL** Sell, transfer, convey, assign, encumber, or otherwise dispose of any of the real property for the Project.

(c) **RESTRICTIONS** Place or permit any restrictions, covenants, or any similar limitations on the real property or the Project.

(d) **REMOVAL OF PROJECT PROPERTY** Remove from the Project site or the State all or any part of the Project property.

(e) **RECIPIENT OWNERSHIP** Change the ownership, structure, or control of Recipient including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Recipient's assets directly associated with the Project, if such change materially affects the Project. Recipient shall notify the Board forty-five (45) days prior to any change in Recipient's ownership, structure, or control. A change in board membership of Recipient, which takes place in the normal course of business, does not require Board consent. The Board has sole discretion to determine whether the change materially affects the Project. The Board shall not unreasonably withhold consent and will notify Recipient prior to the expiration of the 45-day period if it determines that the change in ownership, structure, or

control does not materially affect the Project and therefore does not require Board consent

(f) **RECIPIENT OPERATION** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's approved CAT Application (Exhibit A), unless the change is approved in writing by the Board. The Board shall determine the materiality of the change.

ARTICLE 9 **DEFAULT; REMEDIES; AND TERMINATION**

9.1 **NOTICE OF EVENT(S) OF DEFAULT** Recipient shall promptly notify the Board upon becoming aware of an actual or imminent Event of Default by Recipient.

9.2 **EVENT(S) OF DEFAULT** Each of the following shall constitute an Event of Default under this Agreement:

(a) **MATERIAL MISREPRESENTATION** Any representation, warranty or statement made or furnished to the Board by, or on behalf of, Recipient in connection with this Agreement or to induce the Board to make a Grant to Recipient shall be determined by the Board to be incorrect, false, misleading, or erroneous in any material respect when made or furnished.

(b) **NONCOMPLIANCE** Recipient fails to comply with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), or any of the covenants, terms or conditions contained in this Agreement or documents executed pursuant to this Agreement.

(c) **FAILURE TO COMPLETE PROJECT** The Project, in the sole judgment of the Board, is not completed on or before the Project Completion Date. For the purposes of this section, "completed" means the Project is fully constructed and operational.

(d) **FAILURE TO OPERATE AND MAINTAIN** Recipient fails to operate and maintain the Project facilities for the duration of this Agreement.

(e) **RECIPIENT CHANGES** There is a material change in Recipient's ownership, structure, or control that occurs without the prior written disclosure to and, if required, written consent of the Board.

(f) **MISSPENDING** Recipient expends Grant funds for purposes not described in the CAT Application as approved by the Board (Exhibit A) or the Program Description and Budget (Exhibit C).

(g) **INSOLVENCY OR BANKRUPTCY** Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(h) **INSURANCE** Loss, theft, damage, or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of the Board, there is insufficient insurance coverage.

(i) **INSECURITY** The Board in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement or the performance of or observance of the covenants in this Agreement or the value of its collateral is or will be materially impaired.

(j) **CONVEYANCE OF RESPONSIBILITIES** Recipient assigns, waives, or transfers any of Recipient's rights, powers, duties, or obligations under this Agreement without written permission of the Board.

(k) **CONVEYANCE OF PROPERTY** Recipient sells, transfers, conveys, assigns, encumbers, or otherwise disposes of any real property of the Project without written permission of the Board.

(l) **NO DISBURSEMENT OF FUNDS** IEDA has not disbursed CAT funds within the twelve (12) months immediately following the Effective Date.

9.4 **NOTICE OF DEFAULT** The Board shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 9.4, if the Board determines cure is not possible or feasible, the Board may immediately deem Recipient in default without prior written notice or opportunity to cure.

9.5 **REMEDIES UPON DEFAULT** Upon the occurrence of any Event of Default, the Board shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement plus interest at the rate of ten percent (10%) per annum without presentment, demand, protest, notice of protest, notice of intention to accelerate, or other notice of any kind, all of which are expressly waived by Recipient.

9.6 **TERMINATION FOR CONVENIENCE** In addition to termination due to an Event of Default or nonappropriation of CAT funds, this Agreement may be terminated in whole, or in part, when the Board and Recipient agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

9.7 **PROCEDURE UPON TERMINATION** If this Agreement is terminated for convenience, reimbursement shall be allowed for costs expended up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. If this Agreement is terminated for an Event of Default, nonappropriation of funds, or a reduction of appropriated funds, the Board may, in its sole discretion, allow reimbursement or partial reimbursement for costs up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. Recipient shall return to IEDA all unencumbered Grant funds within one (1) week of receipt of Notice of Termination. Any costs previously paid by the Board that are subsequently determined to be unallowable through audit procedures shall be returned to the Board within thirty (30) days of the disallowance.

ARTICLE 10 **GENERAL TERMS AND PROVISIONS**

10.1 **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective heirs, successors, legal representatives, and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions, and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

10.2 **TIMELY PERFORMANCE** The parties agree that the dates and time periods specified in this

Agreement are of the essence to the satisfactory performance of this Agreement.

10.3 ENHANCE IOWA RECOGNITION The Project shall permanently recognize, in a manner acceptable to IEDA, the financial contribution to the Project made by the State of Iowa through the Community Attraction and Tourism Program.

10.4 COMPLIANCE WITH LAWS AND REGULATIONS

(a) Recipient shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. Recipient shall comply with Iowa Code Chapter 15F and the Board's administrative rules (261 Iowa Administrative Code Chapter 211).

(b) Recipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as contractors or suppliers.

(c) Recipient declares that it has complied or will comply, in a timely fashion, with all federal, state, and local laws regarding permits, licenses, and clearances that may be required to carry out the Project.

(d) As required by Iowa Code Section 15F.106, Recipient shall provide and pay at least fifty percent (50%) of the cost of a standard medical insurance plan for all full-time employees working at the Project after the completion of the Project.

(e) The Board may consider the failure of Recipient to comply with any law or regulation as a material breach of this Agreement. In addition, Recipient may be declared ineligible for future Community Attraction and Tourism Program assistance or be subjected to other sanctions, as defined by law, for failure to comply with this section.

10.5 SURVIVAL OF AGREEMENT Each provision of this Agreement shall be deemed severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

10.6 CHOICE OF LAW AND FORUM The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to any other principles of conflicts of law.

In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Enhance Iowa Board, the State of Iowa or their Board members, officers, employees or agents.

10.7 NO THIRD-PARTY BENEFICIARIES There are no third-party beneficiaries to this Agreement.

10.8 MODIFICATION Neither this Agreement nor any documents incorporated by reference in

connection with this Agreement may be changed, waived, discharged, or terminated orally, but only as provided below:

(a) **WRITING REQUIRED** The Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include, but are not limited to, extensions for completion of Project activities and changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **BOARD REVIEW** The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's original funding decision on the Project. The Board will deny an amendment if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Chapter 15F or 261 Iowa Administrative Code Chapter 211.

10.9 **NOTICES** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting. The Board may rely on the addresses of Recipient as set forth heretofore.

10.10 **WAIVERS** No waiver by the Board of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Board in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Board shall preclude future exercise thereof or the exercise of any other right or remedy.

10.11 **LIMITATION** It is agreed by Recipient that the Board shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

10.12 **ENFORCEMENT EXPENSES** Recipient shall pay upon demand all reasonable fees and expenses, including but not limited to the fees and expenses of the Board's attorneys, including the Iowa Attorney General, experts and agents, in connection with the exercise or enforcement of any of the Board's rights under the Agreement.

10.13 **HEADINGS** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

10.14 **EVENT OF BOARD DISSOLUTION** Recipient hereby acknowledges that the Enhance Iowa Board is a public instrumentality of the State of Iowa and that, in the event that the Board is dissolved for any reason, the State of Iowa is entitled to enforce any right, title, or interest held by the Board and that all Recipient's obligations hereunder are also owed to the State of Iowa.

10.15 **FINAL AUTHORITY** The Board shall have the final authority to assess whether Recipient has complied with the terms of this Agreement. The Board's decision shall be final and binding on all questions concerning the interpretation of this Agreement.

10.16 **INTEGRATION** This Agreement contains the entire understanding between Recipient and the Board relating to this Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. None of the Parties has relied on any such prior representation in entering into this Agreement.

10.17 **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

10.18 **DOCUMENTS INCORPORATED BY REFERENCE** The following documents are hereby incorporated by reference:

- (a) Exhibit A - CAT Application, as approved by the Enhance Iowa Board. Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at IEDA.
- (b) Exhibit B - Enhance Iowa Award Letter.
- (c) Exhibit C - Program Description and Budget.

10.19 **ORDER OF PRIORITY** In the event of a conflict between documents, the following order of priority shall be applied:

- (a) Articles 1-10 of this Grant Agreement.
- (b) Exhibit C - Program Description and Budget.
- (c) Exhibit B - Enhance Iowa Award Letter.
- (d) Exhibit A - CAT Application as approved by the Enhance Iowa Board.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date first stated.

FOR THE ENHANCE IOWA BOARD:

BY: _____
John Burns, Chair

FOR RECIPIENT:

BY: _____
Lynne Carey, President

LIST OF EXHIBITS

Exhibit A	CAT Application as approved by the Enhance Iowa Board (on file with IEDA)
Exhibit B	Enhance Iowa Award Letter
Exhibit C	Program Description and Budget

**COMMUNITY ATTRACTION AND TOURISM (CAT)
PROGRAM DESCRIPTION AND BUDGET**

EXHIBIT C

Recipient: The Ames Foundation

Award Date: September 11, 2019

Agreement Number: 20-CAT-016

PROJECT DESCRIPTION		AMOUNT BUDGETED		
		CAT	MATCH	TOTAL
<p>This project will create an accessible and inclusive park on the north side of the existing Inis Grove Park. The largest component of the of the project is a 15,000 square foot all-inclusive playground with five separate playground areas built on completely rubberized safety surface. The second component of the project will be the Miracle League Field, which is a custom baseball field made with fully rubberized surface to accommodate wheelchairs and other assistive devices. The third and final component of the project will be accessible restrooms and access to the park. The City of Ames will construct a fully accessible family restroom and renovate the existing north restroom facility to make it ADA compliant. The city will also install shared use paths along the two adjacent streets (24th and Duff) to maximized accessibility.</p>		\$200,000	\$2,449,000	\$2,649,000
TOTAL OF ALL FUNDS BUDGETED:		\$200,000	\$2,449,000	\$2,649,000

This Agreement, made and entered into this ____ day of _____, 2018, by and between **The Ames Foundation**, an Iowa domestic nonprofit corporation organized under Iowa Code Chapter 504 (hereinafter sometimes called "The Foundation"), and the **City of Ames**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City");

WITNESSETH THAT:

WHEREAS, members of the Ames community have expressed interest in the construction of a Miracle League Field and Inclusive Playground ("MLFIP") in Ames, and

WHEREAS, The Ames Foundation has established a designated account for the purpose of receiving and disbursing funds for the construction of a MLFIP in Ames, and

WHEREAS, The Ames Foundation intends to serve as the Project Manager for the construction of the MLFIP, and

WHEREAS, The MLFIP shall be constructed upon property owned by the City of Ames, which has been identified as Inis Grove Park (the "Park"), and

WHEREAS, after completion of the MLFIP, the City shall enjoy sole control and possession of the MLFIP;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Foundation has established a designated account held by a third party financial institution for the collection of monetary contributions (donations, grants or other gifts) towards the completion of the Miracle League Field and Inclusive Playground Project ("Project"). This account shall be known as the Ames Miracle Field and Playground Fund ("Fund"). The Foundation represents and warrants that no governmental funds will be deposited in the Fund, nor shall any governmental funds be otherwise used in the construction of the Project.
2. The Foundation shall approve and pay expenditures or make disbursements from the Fund in order to construct the MLFIP. The MLFIP shall be built in accordance with plans and specifications approved by the City and The Ames Foundation at a later date. No construction shall begin on the Project until sufficient funds have been raised and/or pledged to complete the Project as described in the plans and specifications. Later approval of the plans and specifications by the City and The Ames Foundation is a condition precedent to the obligations to perform this contract.
3. The Foundation shall contract with a licensed general contractor to oversee and manage the actual construction of the facilities. The general contractor shall contract with such sub-contractors as are necessary to complete the Project. The City shall have the right to attend meetings between The Foundation and the general contractor to

ensure conformance with the plans and specifications and to prepare for interruptions to the regular activities within the Park.

4. The Foundation shall ensure that the general contractor and any subcontractors shall conduct their work in accordance with any applicable building and construction codes, shall obtain any permits required by state or local law, and shall conduct construction activities in accordance with all applicable environmental laws. The Foundation understands that the Project is being constructed in an active City Park, and shall ensure the contractor takes measures that meet the satisfaction of the City to secure the construction site and minimize any interference with park and recreation activities occurring elsewhere within the park.

5. The Foundation shall promptly report to the City any major or significant change orders requested by the general contractor. The City shall review whether such changes are compatible with the plans and specifications as originally agreed to. The Foundation may only approve change orders with the assent of the City. Such assent by the City shall not be unreasonably withheld. The City may make inspections of the Project during its construction, and shall identify any conditions observed that differ from the approved plans and specifications, which would cause the City to reject the completed Project.

6. Once construction begins, the Project shall be substantially performed and completed as agreed by the parties in the plans and specifications prior to the commencement of construction. The Foundation shall notify the City as soon as possible and provide a proposed plan to rectify the situation if, after the commencement of construction, it is determined that site conditions require either: a) alterations to the Project that would reduce the fundamental usefulness of the Project to the public, or b) increased Project costs (including contingency) greater than \$50,000 beyond available funding.

7. It is understood by the Parties that The Ames Foundation will assist the Project Steering Committee (an entity not a party to this Agreement) in fundraising for this Project.

8. For every gift, donation, contribution or any transfer of funds designated for the benefit of the Fund, The Ames Foundation will charge a one-time administrative fee not to exceed 2% of the amount received. This administrative fee shall become the property of The Ames Foundation to use as it deems appropriate. The balance of monies received shall be held by The Ames Foundation for the benefit of the Project, until its completion.

9. At the City's request, the Foundation shall provide a final financial report to the City of Ames upon completion of the Project.

10. The Foundation shall take reasonable steps to ensure that the contractor working on the Project shall maintain commercially appropriate liability and contractor insurance coverages at all times during the construction of the Project, which shall include

insurance coverage for subcontractors. The limits and terms of such coverage shall meet the requirements established by the City's Risk Manager for projects of a similar scale occurring on City property.

11. Upon completion of the Project, the City will be entitled to make a final inspection of the Project and determine whether to accept the Project as constructed. The Foundation shall provide to the City a copy of the certification from the general contractor that the Project has been constructed lien-free and in accordance with the plans and specifications. After acceptance of the Project by the City, possession of the MLFIP will be turned over to the City of Ames, and The Foundation will make final payment to the general contractor. Thereafter, the Foundation will have no further responsibilities for the operation or maintenance of the Miracle League Field or Inclusive Playground.

12. Any funds raised in support of the Project in excess of the amount necessary for construction shall be held in the Fund by The Foundation for reasonable use as directed by the City for future maintenance, repairs or expansion of the MLFIP. The Ames Miracle Field and Playground Fund will not receive any earnings, according to the established policy of The Ames Foundation. The City will request the endowment funds from The Foundation as they are needed. Alternatively, the Foundation may elect to turn any excess funds over to the City for the sole purpose of maintenance, repairs or expansion of the Field and Playground.

13. This agreement will remain in effect until the completion of the Project and the exhaustion of any excess funds as described in paragraph 11 of this Agreement, or until terminated by both parties in writing.

14. This agreement may only be amended in writing with the mutual consent of The Ames Foundation and the City of Ames.

This agreement is entered into this _____ day of _____, 2018

The Ames Foundation

BY : _____

Title: _____

Date: _____

The City of Ames

BY : _____

Title: _____

Date: _____

ITEM #: 29
DATE: 11-12-19

COUNCIL ACTION FORM

SUBJECT: PRELIMINARY PLAT FOR KINGSBURY'S THIRD ADDITION

BACKGROUND:

Kingsbury's Third Addition Subdivision is a proposed 6.91-acre development on SE 3rd Street, just north and east of Target. (Location map - Attachment A) **The property owner, DET Land Company LC, is requesting approval of a preliminary plat creating 2 lots, and one lot to be dedicated as right-of-way for the extension of SE 3rd Street. (Lot Layout-Attachment B).** The proposed subdivision is a Major Subdivision due to the requirements to extend infrastructure.

The largest lot is Lot 1 (5.61 acres) along the north side of SE 3rd Street with the smaller Lot 2 (1.07 acres) located directly east of Target. No immediate development is proposed for either of the two lots. The majority of both of the lots are located in the floodway fringe and any subsequent development will require adherence to floodplain development standards. The proposal for this subdivision requires the extension of infrastructure to fully serve both lots and extend to the east edge of the site. Appropriate easements for water, sewer, and public utilities are shown on the Preliminary Plat.

The City plans for a future extension of Cherry Avenue to the east of this site that includes a future connection to SE 3rd Street. The owner intends to defer the installation of infrastructure in conjunction with this proposed plat until such time as Cherry Avenue to the north and east is extended south to intersect with SE 3rd Street or until site development on one of the lots. The fill dirt that must be brought in to match the existing grade of SE 3rd is such that until future street connections or development is necessary the construction of road base is seen as cost prohibitive and not necessary by the developer. If a deferral is granted in the future by the City Council at the Final Plat stage, financial security for the required infrastructure must be provided and an infrastructure deferral agreement must be prepared and approved in conjunction with the final plat as provided for in Section 23.304 and 23.409 of the Ames Subdivision Code.

Planning and Zoning Commission: At its meeting on October 16th, 2019, the Ames Planning and Zoning Commission voted 4-0 to recommend approval of the preliminary plat to the City Council. The owner and a neighboring property owner spoke to the Commission at the meeting.

ALTERNATIVES:

1. The City Council can approve the Preliminary Plat for Kingsbury's Third Addition Subdivision.

2. The City Council can deny the Preliminary Plat for Kingsbury's Third Addition Subdivision, by finding that the Preliminary Plat does not meet the requirements of Section 23.302(3)(b) or by setting forth its reasons to disprove or modify the proposed preliminary plat as required by Section 23.302(4) of the Ames Municipal Code.
3. The City Council can defer action on this request to the next regular meeting and refer it back to City staff and/or the applicant for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

This preliminary plat proposal includes two developable lots. The preliminary plat identifies all the necessary infrastructure to serve the two developable commercial lots, and dedicates a portion of right-of-way for sidewalk and street extension. City staff has reviewed the proposed plat and find it conforms to the requirements of the Ames Subdivision Regulations and to the other adopted policies and ordinances of the City.

The applicant is proposing to defer infrastructure installation with financial security until extension of Cherry Avenue to the northeast of this location or one of the lots is developed. This request for deferring the installation of infrastructure will require the approval of the City Council at the time of Final Plat approval.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1 recommending approval of the Preliminary Plat of Kingsbury's Third Addition Subdivision.

Addendum

General Site Info

The site is currently one parcel of 6.91 acres lying north and east of SE 3rd Street just north and east of Target. The south half of the site is relatively flat with an increase in grade and elevation on the north half. Attachment B includes an aerial of the site. The site is zoned Highway-Oriented Commercial (HOC), which is also consistent Land Use Policy Plan land use designation.

Immediately to the east of the site is a parcel zoned Agricultural. City water wells are located further to the east. To the north are properties zoned HOC with a mix of non-conforming residential and zoned commercial uses on them. To the south is commercially zoned land (HOC) containing Target, Walmart as well as various other commercial uses. To the west is commercially-zoned land with various commercial businesses. Attachment C includes zoning of the area.

Lots

The site will yield two developable lots. The largest is about 5.61-acres. One smaller commercial parcel of 1.07-acres will also be created. A .23-acre lot is reserved for street right-of-way. HOC zoning has no minimum lot size, but requires a minimum of 50 feet of frontage.

Flood Plain

The vast majority of the site lies with the FEMA-designated flood plain. Development within the Floodway Fringe is allowed provided that buildings are elevated or flood proofed to 3 feet above the Base Flood Elevation (BFE or the water surface level of a flood having a 1 percent chance of occurring in any given year). Existing BFE ranges from approximately 886.25 feet up to 887 feet across the site. Chapter 9 floodplain development standards require buildings to be constructed a minimum of 3 feet above BFE at a given location to meet flood protection. Existing grades on the two lots range from 883 feet to 887 feet. This requires a range of approximately 3 feet to as much as 7 feet of fill that may be required depending on where building construction takes place.

Streets

All lots will be fully served by the extension SE 3rd Street as a collector street. The subdivision will require the extension of 153 feet of SE 3rd Street to the east of the current point of ending. An intersection with Cherry Avenue will be constructed in the future connecting SE 3rd Street and Cherry Avenue further to the east of this site.

Due to issues with terrain near the northern edge of the site staff has not recommended dedication of right-of-way for 2nd Street at this time. There exists a large electric transmission line that would need relocated should 2nd Street be extended further eastward. South Borne Avenue which would intersect with 2nd Street to the east is not standard right-of-way size and would need improvements to connect if 2nd Street was extended. Acquiring more right of way along South Borne would be an extensive process with neighboring property owners.

Water

A public water main will be extended from the existing east end of SE 3rd Street further east to the new east end of SE 3rd along the south side of the street. A fire hydrant will be relocated there in conjunction with the extension.

Sewer

A public sanitary sewer main will be extended from the existing east end of SE 3rd Street further east to the new east end of SE 3rd along the north side of the street. An existing manhole will be adequate to serve the new segment once installed. A proposed 20' sanitary sewer easement is shown along the southwest portion of Lot 1.

Electric

Extension of electrical service is required with the extension of SE 3rd Street. The extension of electric transmission and services will be placed underground to serve both lots.

Sidewalks and Trails

A five-foot sidewalk is required along the frontage of each of the lots as the property is zoned commercial. No trails are required for development of the site.

Storm Water Management

Storm water will be managed upon site development of the properties—a small storm water detention easement exists at the northeast corner of the proposed Lot 1 however that easement does not serve the existing runoff for these properties. Further storm water information will be needed prior to approval of the Minor Site Development Plan but, for purposes of this preliminary plat, the proposed grading and detention plans can be approved. Development of each lot will be subject to the requirements of Chapter 5b.

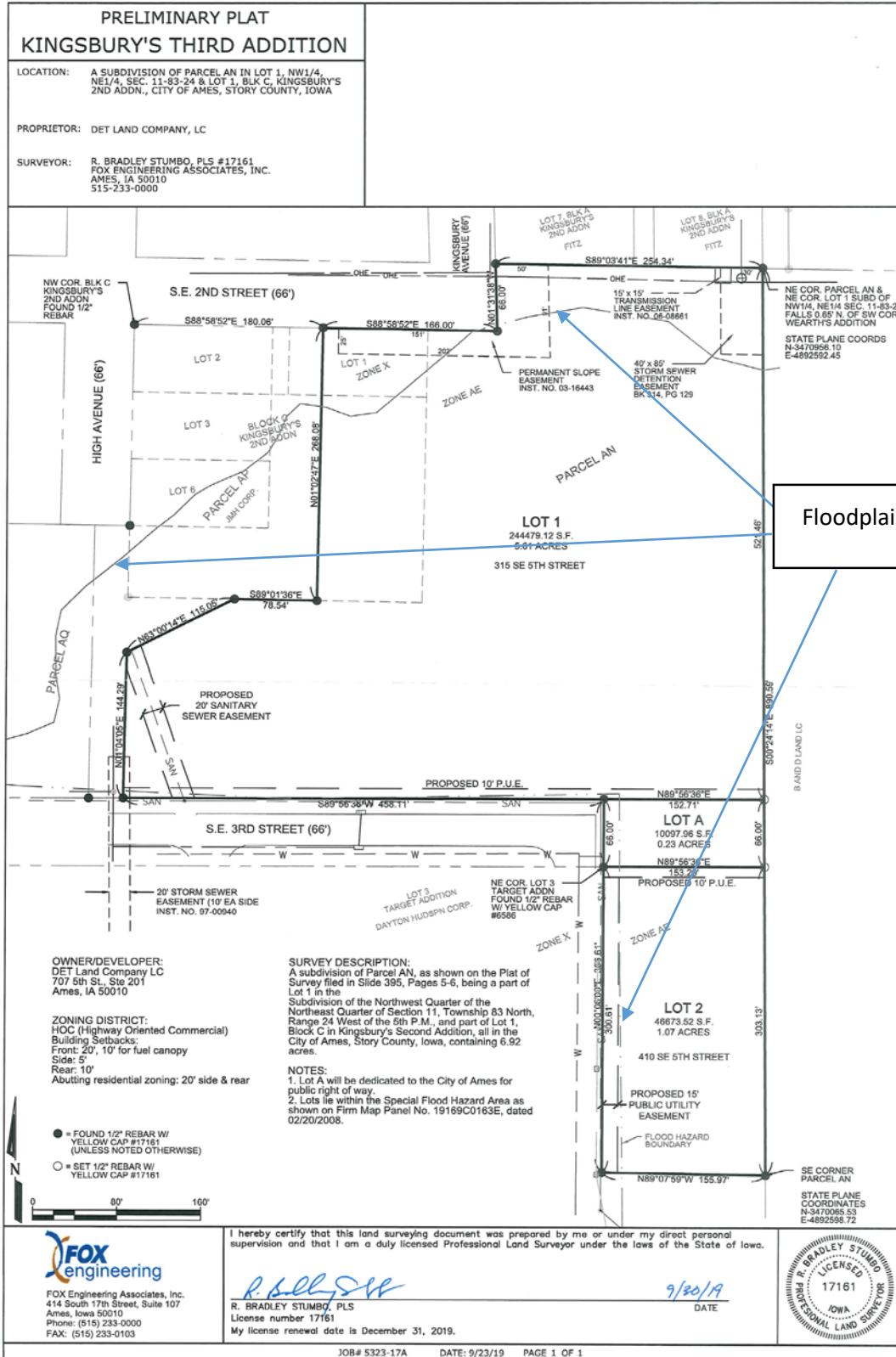
Public Notice. Notice was mailed to property owners within 200 feet of the subject site and a sign was posted on the subject property.

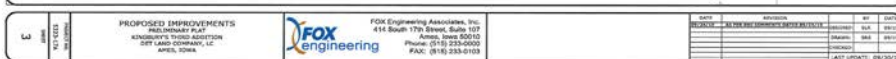
Attachment A-Location Map



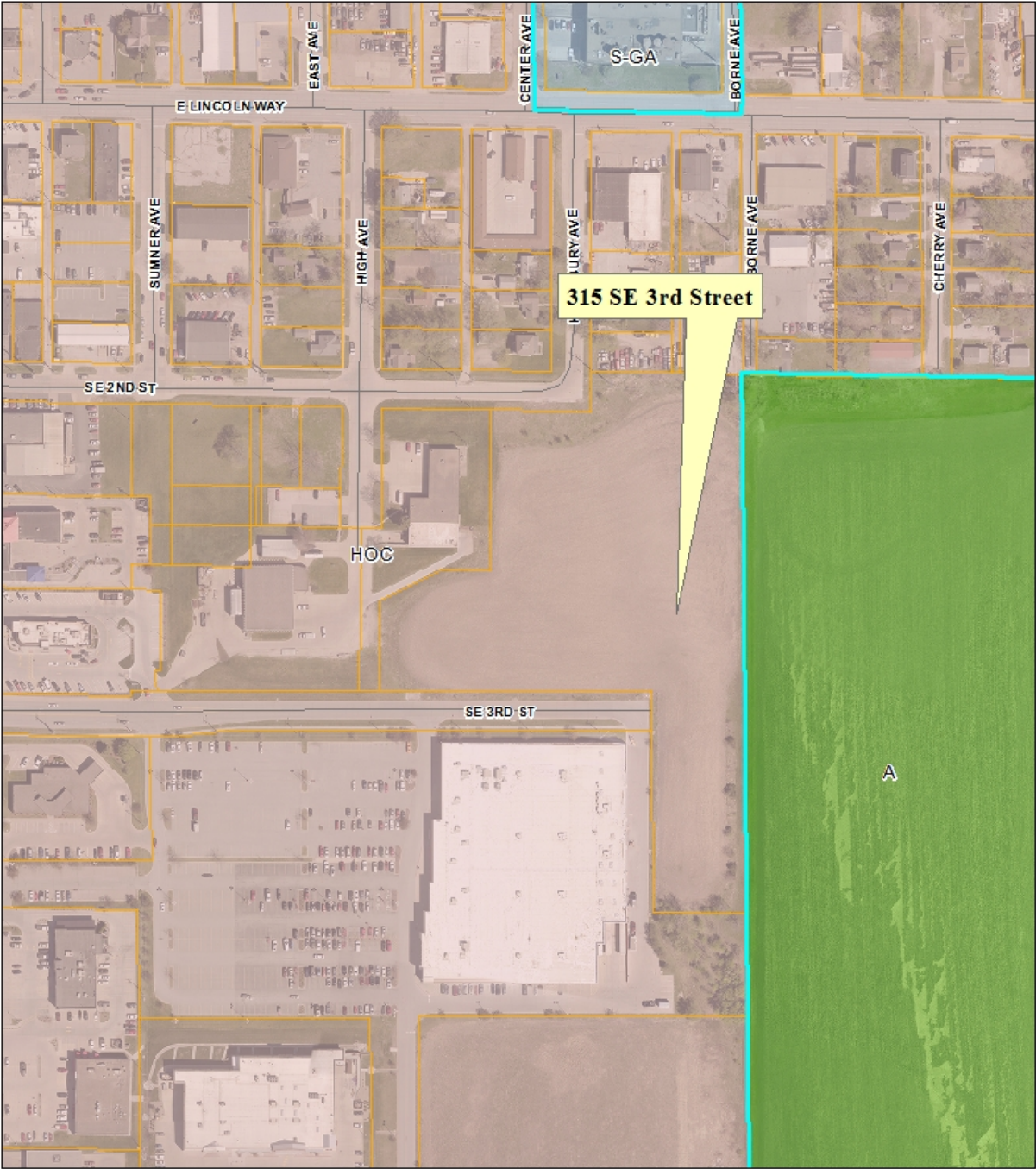
315 SE 3rd Street Location Map

Attachment B-Preliminary Plat





Attachment C- Zoning Map



315 SE 3rd Street
Zoning Map

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(5):

(5) *City Council Review of Preliminary Plat: All proposed subdivision plats shall be submitted to the City Council for review and approval in accordance with these Regulations. The City Council shall examine the Preliminary Plat, any comments, recommendations or reports examined or made by the Planning and Zoning Commission, and such other information as it deems necessary and reasonable to consider.*

(6)

Ames Municipal Code Section 23.302(6):

(7) *City Council Action on Preliminary Plat:*

- a. *Based upon such examination, the City Council shall determine whether the Preliminary 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. In particular, the City Council shall determine whether the subdivision conforms to minimum levels of service standards set forth in the Land Use Policy Plan for public infrastructure and shall give due consideration to the possible burden of the proposed subdivision on public improvements in determining whether to require the installation of additional public improvements as a condition for approval.*
- b. *Following such examination and within 30 days of the referral of the Preliminary Plat and report of recommendations to the City Council by the Planning and Zoning Commission, the City Council shall approve, approve subject to conditions, or disapprove the Preliminary Plat. The City Council shall set forth its reasons for disapproving any Preliminary Plat or for conditioning its approval of any Preliminary Plat in its official records and shall provide a written copy of such reasons to the developer.*

Ames Municipal Code Chapter 23, Subdivisions, Division IV, establishes requirements for public improvements and contains design standards.

Attachment E- Floodplain Map (Light Blue)



**315 SE 3rd Street
Floodplain**

COUNCIL ACTION FORM

SUBJECT: **ORDINANCE REGULATING MASSAGE ESTABLISHMENTS**

BACKGROUND:

At the August 13, 2019 City Council meeting, the Council directed staff to draft an ordinance to regulate massage establishments. Adopting regulations regarding massage has been encouraged by massage practitioners and others interested in eliminating the practice of illicit massage and human trafficking in the community. The Council directed that the ordinance to be drafted include six key elements:

1. The ordinance is to be based on the model used by the City of Des Moines
2. Businesses are required to produce information about the business and its practitioners upon demand by the City
3. A manager must be designated in writing. This person is to be held responsible for compliance and for providing information as required in the ordinance
4. The manager must be a resident of Iowa and shall consent to serve as an agent to receive notices relating to the business
5. Practitioners may not provide massage services between the hours of midnight and 5:00 a.m., except through an exception process to be determined by City staff
6. Photos of each practitioner must be on display in waiting and therapy rooms where massage services are provided.

The attached draft ordinance accomplishes the objectives outlined by the City Council at the August 13th meeting. City staff shared the draft ordinance with two individuals for feedback: Michelle DeMarie, who shared the draft with other massage therapy practitioners, and George Belitsos, who shared the draft with human trafficking prevention advocates. The comments from both groups are attached.

If the City Council approves the ordinance, staff will begin the process of notifying massage establishments of these new requirements.

ALTERNATIVES:

1. Approve first reading of the attached ordinance regulating the practice of massage therapy.
2. Refer the ordinance back to staff for modifications.
3. Do not approve first reading of a massage therapy regulation ordinance.

CITY MANAGER'S RECOMMENDED ACTION:

The attached ordinance includes the components City Council directed staff to incorporate. The ordinance language has been reviewed with the individuals who initially requested City regulation of massage practitioners. City staff believes this ordinance provides the desired scrutiny of massage providers, without significantly increasing the administrative burden on providers or the Police.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving first reading of the attached ordinance regulating the practice of massage therapy.

ATTACHMENT 1:
COMMENTS FROM MASSAGE PRACITIONERS

Sec. 11.9. Massage Therapy.

(1) Purpose.

The State of Iowa licenses massage therapists pursuant to Iowa Code Chapter 152C. Licensed massage therapists and businesses offering massage therapy services perform an important service in addressing the health and well-being of Ames residents. The purpose of this ordinance is to help identify and address businesses that engage in the practice of massage therapy without valid licenses and/or are involved in illegal activities.,~~which may include prostitution and/or human trafficking.~~ Businesses providing massage therapy, but also conducting various types of illegal activity, are harmful to the health, safety, and welfare of the City and negatively impact the massage therapy profession.

Please consider omitting the reference to prostitution and/or human trafficking. 1) other illegal activities are possible and b) legitimate, licensed professionals do not want any association with the identified activities (prostitution/human trafficking) potentially implied

(2) Definitions.

For purposes of this Section, unless the context otherwise requires:

- (a) "Massage therapist" means a person licensed under Iowa Code Chapter 152C to practice the health care service of the healing art of massage therapy in the City of Ames.
- (b) "Massage therapy business" means any business or place of business, including mobile, temporary, and transient businesses, wherein, or on whose behalf, any of the treatments, techniques, or methods of treatment referred to as "massage therapy" are administered, practiced, used, given, advertised or applied.
- (c) "Massage therapy" shall be as defined in Iowa Code Chapter 152C.
- (d) "Placard" means a poster or sign for public display affixed to a structure to provide notice to the public that the premises are unsafe for entry.

(3) State License Required.

The practice of massage therapy, as defined in Iowa Code Chapter 152C, is prohibited by unlicensed individuals. It is unlawful for a person to engage in or offer to engage in the practice of massage therapy, or use in connection with the person's name, the initials "L.M.T." or the words "licensed massage therapist", "massage therapist", "masseur", "masseur", or any other word or title that implies or represents that the person practices massage therapy, unless the person possesses a license issued under the provisions of Iowa Code section 152C.3.

(4) Display of License and Photograph.

Each massage therapist must prominently display in any customer waiting area and any room in which massage therapy is performed, a copy of the massage therapist's valid massage therapy license and a color photograph of the massage therapist whose license is displayed. The color photograph shall measure no smaller than thirty-five (35) square inches, with the face of the massage therapist clearly recognizable and occupying the majority of the photograph.

Each massage therapist must be in possession of their license at all times while doing business in the city and must, upon request of a prospective customer or City official, exhibit the license as evidence of compliance with all requirements of this Section.

Per Amy & Doug Dollison, Operations Directors with Massage Heights in Ames:

The licenses should be displayed in a public area and not defined as any customer waiting area which aligns with the requirement per State of Iowa code. Second, it is over-kill to have the licenses and a 5x7 photograph both in any waiting area and every treatment room. In their business, they have eight rooms and 14 therapists (that share rooms). The way the ordinance reads now, they will be required to have a wall of photos and licenses in every room and the lobby and don't feel that anyone would want to disrobe in a room with a wall of photos. That is not relaxing nor aesthetically appealing. Massage Heights therapists have been resistant to their photographs displayed in the lobby because they do not want people to decide which therapist they would like to see based on their looks. Would it be possible to consider omitting the requirement to display a photograph per the above and simply state one must be presented upon request?

Also; for therapists that work in multiple locations, the verbiage should read either the original or a copy of the license certificate. The State of Iowa requires LMTs who work out of multiple locations to display the original at the location he/she spends the majority of their time working; and a copy at the other location(s) is acceptable. Original certificates are issued only under the condition they are lost, destroyed or in the event of a name change and the State charges \$23 to re-issue one. The wallet card must always be in our possession when working.

Feedback from various Ames LMTs:

The proposed size of the photograph seems large; could that be reduced? Would passport size photographs be adequate size for the purposes of this requirement – not to mention easy to obtain?

Will all home-based massage therapy businesses be required to just have the license and photo in our massage room? Most of us really don't have a waiting area since we usually take the clients directly back to the treatment room.

We feel that it should be made very clear that our actual license certificates required to be on display only provide an issue date, and do not provide an expiration date. The wallet size card that is issued upon approval and renewal is the document that provides this. LMTs typically display the wallet card in the corner of the frame with the original certificate (or copy) of licensure even though the State of Iowa code doesn't require us to do so. (See photo's attached for clarification)

(5) Manager Designated.

An individual, who is a resident of the state of Iowa, must be designated to act as the manager for the massage therapy business. The name and position of the manager must be prominently displayed in the customer waiting area. The manager shall consent to serve as an agent for the service of notices and other processes related to the massage therapy business. The manager shall remain responsible for the conduct of the massage therapy business until another person has been designated as manager in writing.

The designated manager for multiple business locations may not always onsite due to work schedule, etc. ~ how will this be addressed?

(6) Information Required.

Upon request by City staff, a massage business shall immediately produce documentation including the following information:

- (a) Name of the business;
- (b) Name, email address, telephone number, and residential address of the manager of the business;
- (c) Names of all licensed massage therapists (LMTs) employed or contracted by the business and their State license numbers;
- (d) Names and addresses of all other persons who work on the business premises whether employees or independent contractors of the business along with a description of the work performed;
- (e) Name(s) of the business owner(s);
- (f) Name(s) and mailing address(es) of all individuals who have an ownership interest in the business; and
- (g) Name of the commercial tenant leasing the business premises. Doesn't the City already have this information?**

To confirm the identity of the LMT, a government issued photo identification card of the LMT and a copy of their valid and current license must be provided to City staff upon request.

(7) Hours of Operation.

No person shall be engaged in the practice of massage therapy between the hours of midnight and 5:00 a.m. unless such therapy takes place:

- (a) in a licensed medical facility;
- (b) in a licensed hospice facility;
- (c) under the specific direction or supervision of a person described in Iowa Code section 152C.9(1); or
- (d) with written approval from the Chief of Police or designee.

(8) Special provisions.

- (a) Upon a determination by the police department that a massage therapy business has employed or otherwise contracts with an unlicensed massage therapist, or is otherwise

is in violation of this section, the Chief of Police, or designee, is empowered to place placards in one or more highly noticeable locations at the massage therapy business facility. The placard(s) shall state: "Unsafe to Enter; Unlicensed Massage Therapy Must Cease and may be subject to criminal and/or civil penalty pursuant to Ames Municipal Code section XXXX." The placard(s) must remain posted until a valid state license is obtained or other legal use has been established and demonstrated to the police department. This action may be appealed pursuant to Section XX.10 of this section.

- (b) If the City has probable cause that prostitution, as defined by Iowa Code Chapter 725, or Human Trafficking, as defined by Iowa Code Chapter 710, has occurred at a property providing Massage Therapy, the police department may placard the property. This action may be appealed pursuant to Section XX.10 of this section.
- (c) No person shall remove the placard posted pursuant to subsection (a) or subsection (b) of this section without approval of the Chief of Police or designee.
- (d) No person, whether individually or in connection with one or more persons or as principal, agent, or accessory, shall continue to offer "massage therapy" services at the placarded location after a massage therapy business has been placarded as unsafe for entry unless the Chief of Police or designee has approved removal of the placard.

Would it be possible to grant a 24 hour period in order to allow the business the opportunity to reconcile any discrepancies before it is placarded and ordered to cease operation versus immediate action? The concern is that legitimate businesses who are trying to operate in good faith or possibly even law enforcement may have misinterpreted the requirements.

(9) Penalties.

A violation under this Section is declared to be a municipal infraction punishable by a civil penalty of \$500 for a person's first violation and by a civil penalty of \$750 for each repeat violation. Alternatively, violation of this Section may be charged by a peace officer of the City as a simple misdemeanor.

(10) Appeal of placard.

Should a person or business be placarded pursuant to subsection (8) above, the person or business may appeal the placarding by filing a written notice of appeal to the City Manager within seven days of the date of the placarding. The written appeal shall state the grounds of the appeal.

- (a) Upon receiving a notice of appeal, a hearing shall be convened, chaired by the City Manager or designee, to receive any testimony or other evidence that is deemed appropriate concerning the placarding.
- (b) When an appeal has been filed, the Police Department shall make a reasonable effort to notify any persons who would have had direct involvement in the situation which led to the placarding.
- (c) The appeal shall be heard by a committee appointed by the City Manager and consisting of a minimum of three people, including a member of the public, a licensed massage therapist, and the Director of Planning and Housing or their designee.
- (d) Following such hearing, the Committee may:

- (i) uphold the placarding; or
 - (ii) modify or reverse the placarding, after which the Chief of Police shall take such action as is necessary to carry out the decision of the Committee.
- (e) The decision of the Committee and the reasons for it shall be summarized in writing and provided to the person who filed the appeal.

ATTACHMENT 2:
COMMENTS FROM ANTI-TRAFFICKING ADVOCATES

From: "George Belitsos" <gbelitsos55@gmail.com>
To: "Michelle DeMarie" <mdemariamassage@gmail.com>, "Brian Phillips" <bphillips@city.ames.ia.us>, "Charles M Cychosz" <ccychosz@city.ames.ia.us>
Cc: adollison@massageheights.com, "David Martin (& Steve)" <dmartin@acm.org>, "Steve Schainker" <sschainker@city.ames.ia.us>

Date: Tuesday, October 29, 2019 10:16PM
Subject: Re: Feedback Regarding MT Ordinance Draft

Greetings. I have consulted with several anti- trafficking advocates and we have reviewed Michelle's suggested changes and concerns, and would like to respond.

Under the purpose (Section 1), we do not think that the part that Michelle struck through should be removed.

Part 4 we do not agree with Michelle's suggestion of not displaying the photographs in the lobby. We also do not agree with changing the size of the photographs.

Under Special Provisions (Section 8), we do not have a problem with the requirements in section 8d. We do not agree with Michelle's suggestion to grant a 24-hour grace period. This should not be changed.

We have no objections to the other proposed changes.

I thank Michelle for sharing her comments with us and also thank the city staff for researching and writing the proposed city ordinance.

Under

On Sun, Oct 27, 2019 at 8:18 PM George Belitsos <gbelitsos55@gmail.com> wrote:

Thanks, I'll take a look.

George P. Belitsos (Dr. George)
YSS Founder and CEO Emeritus
Chair, Iowa Network Against Human Trafficking and Slavery
www.iowanaht.org
Vice-Chair, International Board, Rotary Action Group Against Slavery
<https://ragas.online/>
Chair, Iowa Tobacco Use Prevention and Control Commission
5508 West Lincoln Way
Ames, Ia 50014
(515) 290 1909 (cell)
gbelitsos55@gmail.com

On Sun, Oct 27, 2019, 7:27 PM Michelle DeMarie <mdemariamassage@gmail.com> wrote:
Greetings Brian;

Thank you very much again for the opportunity to review the draft of the massage therapy ordinance and collect feedback from Ames LMTs. I have attached a copy of the draft and included comments directly on it. I've taken the liberty of copying in a few others who I thought



*Caring People
Quality Programs
Exceptional Service*

Item No. 31

TO: Mayor and City Council

FROM: Kelly Diekmann, Planning & Housing Director

DATE: November 7, 2019

SUBJECT: Postpone third reading of rezoning ordinance with masterplan for 507 Lincoln Way

On September 24th, 2019, the City Council held a public hearing and approved first reading of an ordinance to rezone 507 Lincoln Way from Downtown Gateway Commercial (DGC) to Highway-Oriented Commercial (HOC) with a Master Plan. A condition with first reading approval was that the owner provide evidence of an agreement for relocation of Starbucks and to sign a zoning agreement prior to the third reading.

At the October 22nd meeting the City Council postponed the third reading of the ordinance until the November 12th meeting. **The applicant is still working to complete the relocation agreement and requests postponing third reading of the rezoning ordinance to the next City Council meeting.**

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY ENACTING A NEW SECTION 24.19 THEREOF, FOR THE PURPOSE OF A TAX INCREMENT FINANCING DISTRICT; REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting a new Section 24.19 as follows:

“Sec. 24.19. SIXTH TAX INCREMENT FINANCING DISTRICT.

(1) Purpose. The purpose of this ordinance is to provide for the division of taxes levied on taxable property within the Iowa State University Research Park Urban Renewal Area, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Ames to finance projects in such area.

(2) Definitions. For use within this ordinance the following terms shall have the following meanings:

"City" shall mean the City of Ames, Iowa.

"County" shall mean Story County, Iowa.

"Urban Renewal Area" shall mean the Iowa State University Research Park Urban Renewal Area, such Area having been identified in the Urban Renewal Plan approved by the City Council of the City by resolution adopted on November 10th, 2014, which includes the real property identified below and shall constitute the tax increment financing district created by this ordinance:

Outlot V, Iowa State University Research Park Phase III, Fourth Addition, Ames, Story County, Iowa;

and

Lot B, Iowa State University Research Park Phase III, Fourth Addition, Ames, Story County, Iowa;

and

Outlot A, Iowa State University Research Park Phase III, Third Addition, Ames, Story County, Iowa (locally known as 3511 South Riverside Drive (PIN: 09-22-100-004));

and

Lot 1, Iowa State University Research Park Phase III, Third Addition, Ames, Story County, Iowa (locally known as 3525 South Riverside Drive (PIN: 09-22-150-100)).

(3) Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area is

located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1) of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22 of the Code of Iowa, except that taxes for the regular and voter -approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized in Section 403.19 (2) of the Code of Iowa, taxes for the instructional support program levy of a school district, imposed pursuant to Section 257.19 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, taxes for the payment of bonds and interest of each taxing district, and taxes imposed under Section 346.27(22) of the Code of Iowa, related to joint county-city buildings, shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the Authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

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

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

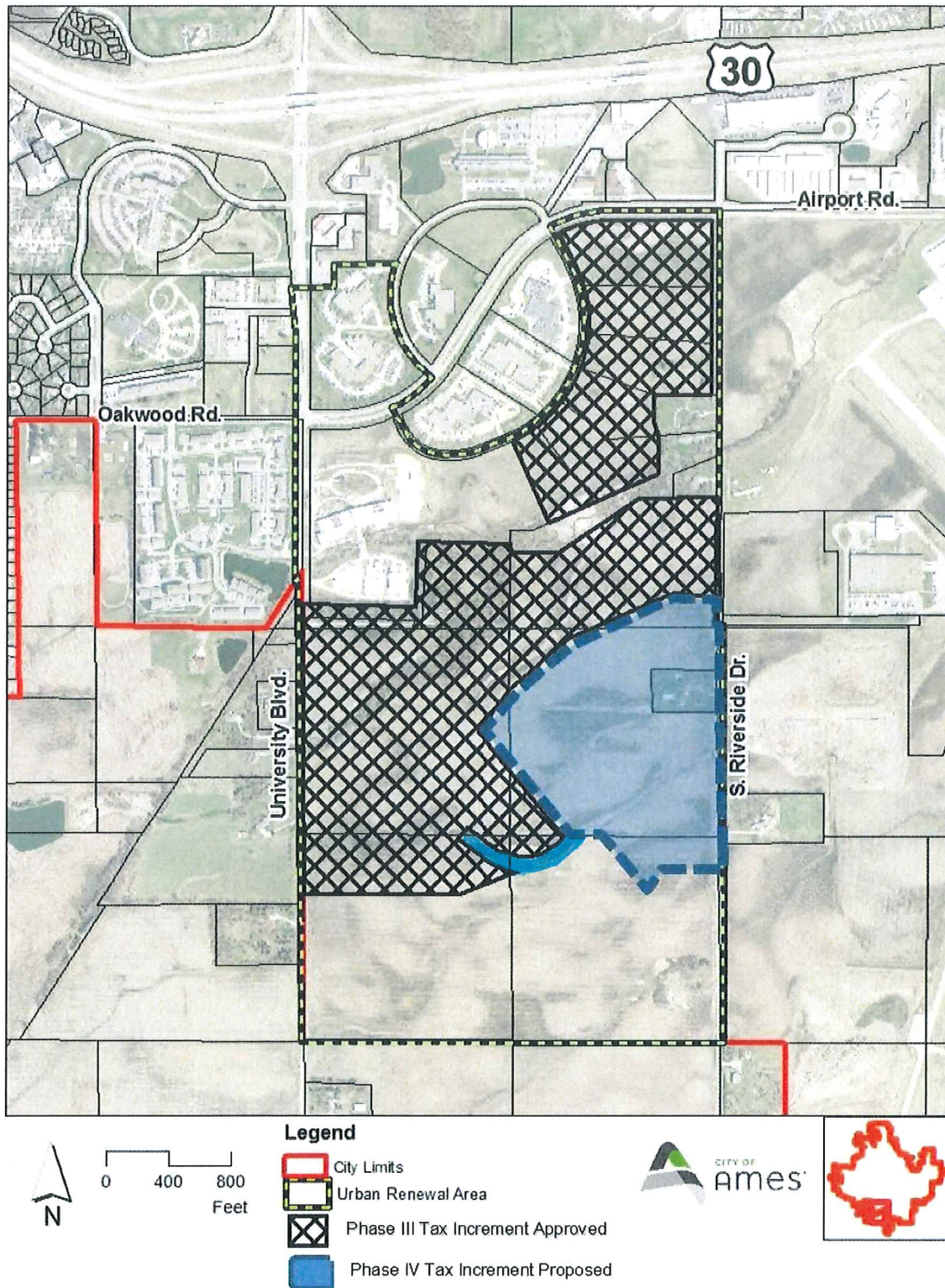
Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

John A. Haila, Mayor

TIF District No. 1- Hatched Area
TIF District No. 2 (New) - Solid Color(Blue)

ISURP TIF AREAS PHASE 3 AND 4



ORDINANCE NO.

**AN ORDINANCE TO AMEND THE MUNICIPAL CODE
OF THE CITY OF AMES, IOWA, BY ENACTING A
NEW CHAPTER 35, GUEST LODGING CODE
THEREOF FOR THE PURPOSE OF REGULATING
GUEST LODGING IN THE CITY OF AMES, IOWA;
PROVIDING A PENALTY; AND ESTABLISHING AN
EFFECTIVE DATE.**

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

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

“[NEW] Chapter 35 GUEST LODGING CODE

Sec. 35.100. TITLE, PURPOSE AND SCOPE.

These regulations shall be known as the Guest Lodging Code of the City of Ames, hereinafter referred to as “this code.”

In the adoption of this code, the City finds that the Guest Lodging of dwelling units has the potential to be incompatible with surrounding residential uses. Therefore, special regulation for short-term occupancy is necessary to ensure that these uses will be compatible with surrounding residential uses and will not materially alter the character of neighborhoods in which they are located. This code provides reasonable and necessary regulations for the licensing and operation of Guest Lodging in order to:

- (1) Ensure the safety, welfare and convenience of guests, owners and neighboring property owners throughout Ames;
- (2) Help maintain the City’s needed housing supply for household living; and
- (3) Protect the character of the City’s neighborhoods by limiting the operations, number, and concentration of Guest Lodging in residential zones.

Sec. 35.200. DEFINITIONS.

For the purposes of this code, the following words, terms and phrases have the meanings set forth herein. Where terms are not defined herein but are defined elsewhere, such as in *Ames Municipal Code Chapter 13, Rental Housing Code* or *Chapter 29, Zoning Ordinance*, such terms have the meanings ascribed therein.

Apartment Share means the Guest Lodging of a portion or the entire dwelling unit within an apartment building that is the primary residence of the tenant.

Applicant means a property owner or agent of a property owner who has filed an application for a Guest Lodging license.

Bed & Breakfast Establishment means the Guest Lodging of a portion of a dwelling unit that is the primary residence of the property owner, where the property owner is present and provides lodging, and may provide breakfast for overnight guests.

Bedroom, Approved means any room or space used or intended to be used for sleeping purposes that is found to be in compliance with the standards of *Ames Municipal Code Chapter 13*.

Enforcement Officer means that person or persons designated by the City Manager who is responsible for the administration and enforcement of this code.

Dwelling Unit means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Guest Contract means one or more persons who act as a single group and as a single reservation and payment for a Guest Lodging.

Guest Lodging means the advertising, offering, or otherwise making available use of a dwelling unit for overnight lodging for a period of thirty-one (31) consecutive days or less in exchange for money, goods, labor or service. Guest Lodging does not include any hotel or motel facility.

Guest Lodging License means the regulatory license required by this code.

Home Share means the limited Guest Lodging of the entire dwelling unit that is the primary residence of the property owner, while the property owner is not present.

Hosted Home Share means the limited Guest Lodging of a portion of a dwelling unit that is the primary residence of the property owner, while the property owner is present. For the purposes of this definition, “present” means the property owner is staying in the dwelling overnight during the Guest Lodging.

Letter of Compliance means a document issued by the Inspection Division, stating the premises have been inspected and found to be in compliance with *Ames Municipal Code Chapter 13, Rental Housing Code*, on the date of inspection.

Owner means any person, agent, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Primary Residence means a dwelling unit that is the only place where a person has a true, fixed, and permanent home, and to where, whenever the person is briefly and temporarily absent, the person intends to return. A person may have only one primary residence.

Vacation Lodging means the Guest Lodging of an entire dwelling unit, which is not required to be the owner’s primary residence and which is commonly, but not exclusively, made available for occupancy through an online marketplace or website as a form of Guest Lodging. Vacation Lodging may be offered on an ongoing basis throughout the year as long as each guest contract is for thirty-one (31) days or less.

Sec. 35.300. GUEST LODGING LICENSING

License Required. No person or entity may advertise, offer, let, operate, or otherwise make available Guest Lodging without a current Guest Lodging license issued by the City of Ames in accordance with the provisions of this code.

35.400 GUEST LODGING STANDARDS

Application. Any property owner or entity intending to allow or carry on the business of offering Guest Lodging on their property must submit a written application with the Enforcement Officer demonstrating that the proposed Guest Lodging meets the required standards of this code. To receive approval, an applicant must demonstrate that all applicable standards listed below have been met:

- (1) **Applicant is the Property Owner.** A license must be obtained and renewed annually by the property owner and will be issued in the property owner’s name. Each dwelling unit must be licensed individually.
 - (a) **Primary Residence.** The dwelling unit must be the primary residence of the property owner for a Home Share, Hosted Home Share, or Bed & Breakfast Establishment, or the primary residence of the tenant for an Apartment Share.
- (2) **Zoning.** The dwelling unit is located in a zoning district permitting the unit’s use as Guest Lodging, as identified in the zoning use tables found in *Chapter 29, Zoning Ordinance*.
 - (a) Bed & Breakfast Establishment and Vacation Lodging owners must obtain a Special Use Permit from the Zoning Board of Adjustment, prior to receiving a Guest Lodging license.
 - (b) Exemptions. Apartment dwellings located in certain zoning districts are exempt from the Special Use Permit requirement as identified in the zoning use tables found in *Chapter 29, Zoning Ordinance*.

(3) **Occupancy.**

- (a) Hosted Home Shares are limited to a maximum of two approved bedrooms and two adults as guests per dwelling unit. The applicant must specify which portions of the dwelling unit will constitute the licensed premises available for use for the Guest Lodging.
- (b) Bed & Breakfast Establishments are limited to a maximum occupancy of two adults per approved bedroom. No more than five bedrooms may be approved.
- (c) Home Shares are limited to a maximum of two adults per approved bedroom, not to exceed a total of five adults per dwelling unit.
- (d) Apartment Shares are limited to the occupancy standards of *Ames Municipal Code Chapter 13, Rental Housing Code*.
- (e) Vacation Lodging must align with the occupancy limitations of *Ames Municipal Code Section 13.503* and in no instance may occupancy exceed a total of five adults per dwelling unit of guests and residents, or any combination thereof.

(4) **Off-Street Parking.** Parking is provided according to the requirements of the *Zoning Ordinance Section 29.406* and the following:

- (a) Hosted Home Shares - No additional parking required.
- (b) Bed & Breakfast Establishments - 1 reserved space per guest bedroom, plus 1 space for the owner.
- (c) Home Shares - 1 space per bedroom (maximum required - 5 spaces).
- (d) Apartment Shares – No additional parking required.
- (e) Vacation Lodging - 1 space per bedroom (maximum required - 5 spaces). An apartment dwelling is not subject to this standard if it is located in a zoning district which requires less parking than 1 space per bedroom.

(5) **Additional Vacation Lodging Restrictions.**

(a) **Non-Conforming Apartment Dwellings.**

- (i) An apartment dwelling that is a non-conforming use within its zoning district is not eligible to be licensed as Vacation Lodging.

(b) **Housing Rental Code Compliance.**

- (i) It is unlawful for Vacation Lodging to advertise or operate without a valid Letter of Compliance in effect.
- (ii) Vacation Lodging must receive a Letter of Compliance, prior to making application for a Guest Lodging license. *See Ames Municipal Code Chapter 13*. Transitional Letters of Compliance do not satisfy the Letter of Compliance requirement.
- (iii) Should an existing Letter of Compliance expire or be revoked during the licensing period, the Guest Lodging license will be considered as suspended and may be revoked.

(c) **Active Operation.** A Vacation Lodging unit must be actively utilized for Guest Lodging purposes during a majority of the year, or it may risk non-renewal.

(d) **Percentage of Dwelling Units as Vacation Lodging within One Parcel.**

- (i) The use of apartment dwellings as Vacation Lodging within a single parcel or common development is restricted to the greater of one Guest Lodging unit or up to 10% of the total number of units located within a parcel or common development.
- (ii) Vacation Lodging is not permitted as second principal use on a site with a single-family dwelling.
- (iii) When in a commercial or mixed use building, Vacation Lodging is not permissible on the ground floor.

(e) **Separation Requirement.**

- (i) A 1000-foot separation distance between properties licensed as Vacation Lodging units shall be enforced when approving single or two-family residences as Vacation Lodging, within certain low density and mixed density zoning districts. These include: A, RL, UCRM, F-VR, FS-RL, F-PRD, and O-SFC.
- (ii) The separation distance does not apply to apartment dwellings.
- (iii) The separation distance is calculated by the City of Ames Geographic Information System (GIS) from the property line of the applicant's property outward 1000 feet and prohibits approval of Vacation Lodging for any property that lies either in whole or in part within the separation distance.
- (iv) Requests for an exemption from the Separation Requirement may be granted during a short initial period. To be eligible for an exemption from the Separation Requirement,
 - (A) The property must have a valid Rental Code Letter of Compliance that was issued prior to October 1, 2019; and
 - (B) The property owner must submit a complete application for a Vacation Lodging Special Use Permit between December 1-16, 2019.
 - (C) The property owner must apply for the Guest Lodging License within 30 days of the ZBA approval of the Special Use Permit.

Exemption from the Separation Requirement is subject to a Vacation Lodging Special Use Permit being granted by the Zoning Board of Adjustment.

Exemption from the Separation Requirement will terminate if the Guest Lodging license for the unit has been suspended, revoked, or has lapsed. Exemption from the Separation Requirement is not transferrable to any subsequent owner of the property.

- (6) **Tax Compliance.** At time of renewal, documentation must be provided indicating that required taxes for the previous year have been paid pursuant to *Ames Municipal Code Section 24.3*.
- (7) **Fire Safety Requirements.** All units must be evaluated with a checklist for fire-safety and owners must ensure continued compliance with fire safety regulations included in *Ames Municipal Code Chapter 13, Division VIII*.
- (8) **Inspection.** Upon application for a license, all Guest Lodging units must be made available for City verification and inspection for compliance. Refusal by the applicant to allow such inspection shall be grounds for denial of a license. Subsequent inspections may be conducted as part of a regular periodic inspection program or as required to verify correction of deficiencies, or as necessitated by complaints.
- (9) **Additional Operational Requirements.** In addition to initial application requirements, the following also apply:
 - (a) **Concurrent Guest Contracts Not Allowed Within a Dwelling Unit.** Accommodations must be offered as one guest contract only. Bed & Breakfast Establishments are exempt from this limitation and may offer one guest contract per approved bedroom.
 - (b) **Maximum Number of Days per Annual Renewal Period (for Home Shares only).** Home Shares are limited to a total of 90 days per annual renewal period, with each guest contract including a period of 31 days or less.
 - (c) **Mandatory Postings of License.** A copy of the Guest Lodging license issued by the City must be displayed in a prominent location within the interior of the dwelling near the front door.
 - (d) **Registry of Guests.** Each owner or host must keep a registry of guests accommodated during the licensing period. The guest registry must be available for inspection by the City upon request.
 - (e) **Responsiveness to Complaints.** The owner must respond to complaints in a reasonably timely manner and shall maintain a record of the actions taken in response. This record must be available for

inspection by the City upon request.

Sec. 35.500. ADMINISTRATIVE PROCEDURES.

- (1) **Administrative Rules.** The Enforcement Officer shall have the authority to establish administrative rules and regulations consistent with this code, for the purpose of interpreting, carrying out, and enforcing it.
- (2) **Application Review and Issuance of License including Renewal.**
 - (a) **Application Form.** Application for a Guest Lodging license or license renewal must be on forms provided by the City.
 - (b) **License Fee.** The application fee for a Guest Lodging license or license renewal must be as established by resolution of the City Council. These fees are in addition to any other permit or registration fees that may be required.
 - (c) **Application Submittal and Review.** Complete and accurate information must be provided to the City.
 - (i) **Staff review.** The application will be reviewed by staff within five working days for completeness.
 - (ii) **Incomplete Application.** Any application that does not include all required information will be considered incomplete. In such cases, the City will notify the applicant in writing, explaining the information required. If the applicant does not provide the required information within 31 days of the notice, **the application will be deemed withdrawn/denied for lack of responsiveness with no return of application fees.**
 - (iii) **Inspection.** All premises being considered for licensure as Guest Lodging must be subject to inspection by the City for the purpose of investigating and determining compliance with the requirements of this code. Should the premises not be made available for inspection when requested, the application will be considered incomplete.
 - (iv) **Approval.** A complete application in compliance with this code will be approved and granted a one-year license.
 - (v) **Conditional Approval.** When circumstances do not warrant a full one-year license, a conditional approval may be granted. A conditional approval allows an applicant to operate while coming into full compliance or while correcting a violation. A conditional approval is time limited for no more than three months and is not renewable.
 - (vi) **Denial including Non-Renewal.** Any violation of the provisions of this code may be considered during the application review and may result in denial or non-renewal. Verified complaints with notice of corrective action involving violations of the zoning code, building code, and/or applicable laws or regulations may be a basis for denying a license. A property owner may not reapply for a license for a period of 12 months for that dwelling unit, if denied a Guest Lodging license based upon this section.
 - (vii) **Notification.** Within 31 days of determining the receipt of a complete application, the applicant will be notified of approval, denial, or additional information needed to approve the request.
- (3) **Term**
 - (a) All licenses shall terminate after one year. Annual applications must be submitted by the property owner, prior to expiration of the license.
 - (b) If a Guest Lodging license expires, the dwelling unit may not be used or occupied as Guest Lodging until such time as a subsequent license has been granted for that unit.
- (4) **Transferability.** The license must be issued in the name of the property owner and is not transferable to a subsequent owner or to another property.
- (5) **Revocation.**

- (a) The Enforcement Officer may immediately revoke or temporarily suspend a Guest Lodging license based upon any of the following, if it is found that:
 - (i) A required Letter of Compliance has either expired or been revoked;
 - (ii) The licensee, designated operator, or guest has violated any of the provisions of this code or conditions of the license;
 - (iii) The applicant has made a false statement of material fact on an application for a Guest Lodging license;
 - (iv) The licensee, designated operator, or guest has violated any federal, state, or city law or regulation pertaining to the use of the property as Guest Lodging; or
 - (v) The Chief of Police or Fire Chief and/or their designees have determined that the Guest Lodging would pose a serious threat to public health, safety, or welfare.
- (b) The Enforcement Officer shall send or deliver written notice to the property owner stating the basis for the decision of revocation or suspension, the effective date of the revocation or suspension, the right to appeal the decision, and the procedure for filing an appeal. Any notice of suspension must include information about possible corrective action and time for compliance, as applicable.
- (c) Upon revocation of a license, the dwelling unit or parcel described in the license is ineligible to receive another license pursuant to this code for one year from the date of revocation.
- (6) **Violations and Penalties.** In addition to the aforementioned actions of revocation, suspension, denial or non-renewal of a license, any violation of any provision of this code may also be enforced as a municipal infraction by the Enforcement Officer. The penalty for a first violation shall be \$500. The penalty for each subsequent violation shall be \$750.

Sec. 35.600. APPEALS.

Any party aggrieved by the Enforcement Officer's decision to deny, suspend, revoke, or issue a license may appeal the determination to the Zoning Board of Adjustment within thirty (30) days, under the procedures set forth in the *Zoning Ordinance Section 29.1403(8)*.

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

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

Section Four. This ordinance shall be in full force and effect from December 1, 2019, and after its passage and publication as required by law. Enforcement of this ordinance shall begin on March 1, 2020.

Passed this _____ day of _____, _____.

Diane R. Voss, City Clerk

John A. Haila, Mayor