

AGENDA
MEETING OF THE AMES AREA METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION POLICY COMMITTEE AND
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL - 515 CLARK AVENUE*
MAY 26, 2020

***DUE TO THE COVID-19 PANDEMIC, CITY HALL IS CLOSED TO THE PUBLIC UNTIL JULY 1, 2020. THEREFORE, THIS WILL BE AN ELECTRONIC MEETING. IF YOU WISH TO PROVIDE INPUT ON ANY ITEM, YOU MAY DO SO AS A VIDEO**

PARTICIPANT BY GOING TO:

<https://zoom.us/j/826593023>

OR BY TELEPHONE BY DIALING: US:1-312-626-6799 or toll-free: 888-475-4499

Zoom Meeting ID: 826 593 023

YOU MAY VIEW THE MEETING ONLINE AT THE FOLLOWING SITES:

<https://www.youtube.com/ameschannel12>

<https://www.cityofames.org/channel12>

or watch the meeting live on Mediacom Channel 12

NOTICE TO THE PUBLIC: The Mayor and City Council welcome comments from the public during discussion. If you wish to speak, please see the instructions listed above.

CALL TO ORDER: 6:00 p.m.

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

1. Motion approving Draft FFY 2021-2024 TIP and setting date of public hearing for July 14, 2020
2. Hearing on Amendments to 2020-2023 Transportation Improvement Program (TIP):
 - a. Motion approving Amendments to 2020-2023 TIP
3. Hearing on Fiscal Year (FY) 2021 Draft Transportation Planning Work Program (TPWP):
 - a. Motion approving Final FY 2021 TPWP

POLICY COMMITTEE COMMENTS:

ADJOURNMENT:

REGULAR CITY COUNCIL MEETING**

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

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.

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting held May 12, 2020,
3. Motion approving Report of Change Orders for period from May 1 to 15, 2020
4. Motion directing City Attorney to prepare an ordinance establishing parking regulations on Duff Avenue (20th Street to Grand Avenue)
5. Motion approving a new 12-month Class E Liquor License with Sunday Sales - Casey's General Store #2298, 428 Lincoln Way - **pending final inspection**
6. Motion approving a new 12-month Class C Liquor License with Outdoor Service, and Sunday Sales - Shuyu LLC, dba Wasabi Ames, 926 S. 16th Street **pending DRAM**
7. Motion approving new 12-month Class C Liquor License with Outdoor Service and Sunday Sales - Levy, Fisher Theater, 1805 Center Drive
8. Motion approving new 12-month Class C Liquor License with Outdoor Service and Sunday Sales - Scheman Building, 1805 Center Drive
9. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor License with Catering Privilege, Class B Wine, Outdoor Service, and Sunday Sales - Della Viti, 323 Main Street, #102
 - b. Class C Liquor License with Outdoor Service and Sunday Sales - Old Chicago Pizza and Taproom, 1610 S. Kellogg Avenue
 - c. Class E Liquor License with Class B Wine Permit, Class C Beer Permit, and Sunday Sales - Casey's General Store #2560, 3020 S. Duff Avenue
 - d. Class A Liquor License with Outdoor Service and Sunday Sales - Green Hills Residents' Association, 2200 Hamilton Drive, Suite 100
 - e. Class E Liquor License with Sunday Sales - MMDG Spirits, 126A Welch Avenue
 - f. Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Kum & Go # 214, 111 Duff Ave
 - g. Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Kum & Go #200, 4510 Mortensen Road
 - h. Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Kum & Go #216, 203 Welch Ave
 - I. Special Class C Liquor License with Class B Wine, Outdoor Service and Sunday Sales - Wheatsfield Cooperative, 413 Northwestern
10. Resolution authorizing Mayor to sign the Letter of Support for a Regional Conservation Partnership Program Alternative Funding Arrangement grant application
11. Resolution approving FY 2020/21 Outside Funding Contracts
12. Resolution approving FY 2020/21 Commission On The Arts (COTA) Annual Grant Contracts
13. Resolution approving Downtown Facade Grants
14. Resolution approving contract renewal with Wellmark for administrative services, specific and aggregate excess insurance, and access fees for health insurance benefits effective July 1, 2020, through June 30, 2021
15. Resolution approving contract renewal with Delta Dental of Iowa to provide administrative services for dental benefits effective July 1, 2020

16. Resolution approving contract renewal with National Insurance Services for continuing the current Group Life and Accidental Death and Dismemberment for a one-year term ending July 1, 2021 and Long-Term Disability policies for a three-year period from July 1, 2020 through July 1, 2023
17. Resolution accepting quote and approving renewal of City's membership in the Iowa Communities Assurance Pool (ICAP) for certain casualty and liability coverages at a net cost of \$502,921
18. Resolution approving Safety Services Contract with IAMU in an amount not to exceed \$66,000 for period July 1 through December 31, 2020, and optional renewal in an amount not to exceed \$66,000 for period January 1 through June 30, 2021
19. Resolution approving the Iowa DOT Agreement for U-STEP, TSIP, and 3R funding for the 2020/21 US Highway 69 Improvements (South Duff Avenue and US Highway 30 Eastbound off-ramp) project in the amount of \$800,000
20. Resolution approving Iowa DOT ICAAP Grant Funding Agreement for FY 2020/21 Intelligent Transportation System (ITS) Program (Phase 1 - Traffic Network) for \$1,176,518
21. Resolution approving Professional Services Agreement with Strand Associates Inc., of Madison, Wisconsin, for design of Old Water Treatment Plant Demolition Project in the amount not to exceed \$168,300
22. Resolution approving Amendment No. 5 to Design Contract regarding South Grand Extension (South 16th Street and South Duff Avenue) with Shive-Hattery, Inc., of West Des Moines, Iowa, in an amount not to exceed \$125,350
23. Resolution approving temporary street closure for new fire line at 307 Lynn Avenue
24. Resolution approving temporary relocation of vending operations from 100 block of Welch Avenue to Chamberlain Lot Y for duration of Campustown Improvements Project
25. Resolution waiving Purchasing Policies and Procedures competitive bid requirement and awarding a single-source purchase to Moultrie Manufacturing Company of Moultrie, Georgia, in the amount of \$63,510.58 plus freight charges for handrails to be installed by City staff
26. Resolution waiving Purchasing Policies and Procedures and awarding a single-source contract to Komptech USA of Westminster, Colorado, for the purchase and replacement of a door for the shredder at Resource Recovery in the amount of \$52,346.01
27. Resolution waiving Purchasing Policies and Procedures and awarding a 3-year Contract to Emerson Process Management Power & Water Solutions, Inc., of Tinley Park, Illinois,, for Emerson SureService Contract for Software Support for the Power Plant in the amount of \$139,500
28. Resolution approving preliminary plans and specifications for CyRide 2020 Interior Improvements Project; setting June 17, 2020, as bid due date, and June 23, 2020, as date of public hearing
29. Resolution approving preliminary plans and specifications for 2019/20 Arterial Street Pavement Improvements Project - 13th Street (Wilson Avenue - Duff Avenue); setting June 17, 2020, as bid due date, and June 23, 2020, as date of public hearing
30. Resolution approving preliminary plans and specifications for 2019/20 Shared Use Path System Expansion - Vet Med Trail (S. 16th Street to ISU Research Park; setting June 17, 2020, as bid due date, and June 23, 2020, as date of public hearing

31. Resolution awarding contract to Keck Energy of Des Moines, Iowa, for CyRide Fuel Purchase, from July 1, 2020 to June 30, 2021, in an amount not to exceed \$1,100,000
32. Resolution approving contract and bond for 2019/20 Asphalt Street Pavement Improvements (14th and 15th Street)
33. Resolution approving contract and bond for 2019/20 Multi-Modal Roadway Improvements (30th Street & Duff Avenue Restriping)
34. Resolution approving Change Order No. 4 in an amount not to exceed \$119,950 for the 2017/18 Water System Improvements - Water Service Transfers (10th Street and 12th Street)
35. Resolution approving renewal of contract to MPW Industrial Water Services, Inc., of Hebron, Ohio, for the Bottle Exchange Program, Two-Bed Demineralizer and Related Services Contract, for unit bids, in an amount not to exceed \$52,000
36. Resolution approving renewal of contract to Electrical Engineering and Equipment Co., of Windsor Heights, Iowa, for the Motor Repair Contract, for hourly rates and unit prices bid, in an amount not to exceed \$23,000
37. Resolution approving renewal of contract to Diamond Oil Company, of Des Moines, Iowa, for the Low-Sulfur Diesel Fuel Supply Contract in the amount of (-\$0.0062) deduct off the Magellan “rack” fuel price, and in the amount of \$0.0163 increase off the Buckeye “rack” fuel price for an amount not to exceed \$300,000
38. Resolution approving renewal of Electrical Maintenance Services Contract (regular professional maintenance, repair to circuit breakers, relays, and electrical circuits) with Tri-City Electric Company of Iowa, Davenport, Iowa from July 1, 2020, through June 30, 2021 for hourly rates and unit prices bid, in an amount not to exceed \$140,000
39. Resolution approving renewal of a contract to Baldwin Pole & Piling, Inc., of Des Moines, Iowa, for the purchase of electric distribution utility poles in accordance with unit prices bid
40. Resolution approving partial completion of public improvements for Aspen Business Park, 3rd Addition (aka The Quarters)
41. Resolution accepting completion of public improvements and releasing security regarding Northridge Heights, 18th Addition
42. Resolution accepting completion of CyRide Bus Wash Renovation project
43. Well Rehabilitation Contracts:
 - a. Resolution accepting completion of Year Three (FY 2019/20)
 - b. Resolution awarding contract for Year Four (FY 2020/21) to Northway Well and Pump Company of Waukee, Iowa, in the amount of \$82,987.56

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:

- 44. Campus and Community Commission:
 - a. Presentation of report regarding Landlord/Tenant Relations
 - b. Motion directing Commission regarding next assignment
- 45. Discussion regarding re-opening events on City property:
 - a. Sidewalk Cafes:
 - i. Resolution approving/motion denying exception to Section 22.32(c)(2)(v) to allow alcohol service at Sidewalk Café at Della Viti, 323 Main Street, Ste. 102, contingent on the Council lifting suspension of Sidewalk Café Permits and contingent upon bars being permitted to re-open by Order of the Governor
 - ii. Resolution approving/motion denying exception to Section 22.32(c)(2)(v) to allow alcohol service at Sidewalk Café at Mother’s Pub, 2900 West Street, contingent on the Council lifting suspension of Sidewalk Café Permits and contingent upon bars being permitted to re-open by Order of the Governor
 - b. City Swimming Pools (Furman Aquatic Center/Municipal Pool)
 - c. Fireworks:
 - i. Resolution waiving requirement in ACVB’s Contract to spend a portion of funding allocation on fireworks
 - d. Iowa Games
 - e. Resource Recovery Plant

PLANNING & HOUSING:

- 46. Resolution approving Final Plat for 321 State Avenue
- 47. Resolution approving Minor Amendment to Urban Fringe Plan Land Use Framework Map for land addressed as 831 E. Riverside Road (Bishop Farms)

ELECTRIC:

- 48. Resolution awarding a three-year contract to MCG Energy Solutions, LLC, of Minneapolis, Minnesota, for Midcontinent Independent System Operator (MISO) Market Participant Services Software in the amount of \$328,476.75

HEARINGS:

- 49. Hearing on Power Plant Boiler Maintenance Services Contract (Units 7 & 8):
 - a. Motion accepting the Report of Bids and delay award
- 50. Hearing on 2020/21 Airport Improvements Program (Electrical Vault & Lighting Project):
 - a. Resolution approving final plans and specifications and awarding contract to Kimrey Electric of Urbandale, Iowa, in the amount of \$447,055.60, conditional upon receipt of an approved FAA grant for each portion of the project
- 51. Hearing on Electric Distribution Parking Lot Reconstruction Project
 - a. Resolution approving final plans and specifications and awarding contract to Con-Struct, Inc., of Ames, Iowa, in the amount of \$218,003.80
- 52. Hearing on Final Amendments to Fiscal Year 2019/20 Budget:
 - a. Resolution amending current budget for Fiscal Year ending June 30, 2020

ORDINANCES:

53. First passage of ordinance updating name of Iowa State University Student Government in Ames Municipal Code Section 26A
54. Second passage of ordinance relating to trash and recycling collection areas in commercial zones
55. Second passage of ordinance extending Industrial Tax Exemption Ordinance until 2030
56. Third passage and adoption of ORDINANCE NO. 4412 relating to the industrial use parking requirement

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

COUNCIL COMMENTS:

ADJOURNMENT:

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

SUBJECT: DRAFT FFY 2021 - 2024 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

BACKGROUND:

In order to receive Federal funds for transportation improvement projects, it is necessary for the projects to be part of the approved statewide plan. The initial step in this process is for the Ames Area MPO to develop a draft Transportation Improvement Program (TIP). The attached draft plan includes projects for street improvements, CyRide improvements, and trail projects. In February 2020, the Ames Area MPO distributed applications for new funding for Surface Transportation Block Grant (STBG) and Transportation Alternative (STBG-TAP) projects. Two STBG applications were received and no STBG-TAP applications were received.

TPMS #	Project Sponsor	Project Name	Federal Fund Request	Total Project Cost	Federal Fiscal Year
(NEW) -	City of Ames	Lincoln Way Pavement Improvements (Dotson Dr – Franklin Ave)	\$1,686,000	\$2,400,000	FFY23
(NEW) -	CyRide	Vehicle Replacement	\$225,000	\$850,000	FFY24

Projects selected for regional transportation funding, along with projects awarded in previous programs and state-sponsored projects within the Ames area have been incorporated into the Draft FFY 2021 – 2024 Transportation Improvement Program.

Following notification of Iowa Clean Air Attainment Program funding, the following project was added into the Draft FFY 2021 – 2024 Transportation Improvement Program. This project doesn't use STBG funding, so it doesn't change any of the MPO's funding projections. However, it is required to be shown in the TIP per the funding agreement.

TPMS #	Project Sponsor	Project Name	ICAAP-SWAP Funding	Total Project Cost	Federal Fiscal Year
45239	City of Ames	First Phase Deployment Ames Traffic Signal Master Plan	\$1,176,548	\$1,470,685	FFY21

The Transportation Technical Committee reviewed the draft on May 20, 2020 and unanimously recommended approval of the program. The draft document and map of the projects are available for public review and comment on the Ames Area MPO webpage. The final FFY 2021 – 2024 Transportation Improvement Program is due to the Iowa Department of Transportation by July 15, 2020.

ALTERNATIVES:

1. Approve the Draft FFY 2021 – 2024 Transportation Improvement Program and set July 14, 2020, as the date for the public hearing.
2. Direct modifications to the Draft FFY 2021 – 2024 Transportation Improvement Program and set July 14, 2020, as the date for the public hearing.

ADMINISTRATOR'S RECOMMENDED ACTION:

This draft program was reviewed by the Transportation Technical Committee reviewed the draft on May 20, 2020 and unanimously recommended approval of the program. **Therefore, it is the recommendation of the Administrator that the Transportation Policy Committee adopt Alternative No. 1, as noted above.**

DRAFT

Federal Fiscal Years 2021 – 2024 Transportation Improvement Program

Ames Area Metropolitan Planning Organization

The Ames Area MPO prepared this report with funding from the U.S. Department of Transportation's Federal Highway Administration and Federal Transit Administration, and in part through local matching funds of the Ames Area Metropolitan Planning Organization member governments. These contents are the responsibility of the Ames Area MPO. The U.S. government and its agencies assume no liability for the contents of this report or for the use of its contents. The Ames Area MPO approved this document on July 14, 2020. Please call (515) 239.5160 to obtain permission to use.

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INTRODUCTION

The Federal Fiscal Year 2021 - 2024 Transportation Improvement Program is the short-range implementation program for Federally funded and regionally significant transportation projects. The TIP is a requirement of 23 CFR 450.326 for metropolitan planning organizations to develop a program reflecting the investment priorities established in the long-range transportation plan covering at least four (4) years. The Ames Area MPO develops a new TIP annually in cooperation with the Iowa Department of Transportation and CyRide. The Ames Area TIP is included in the State Transportation Improvement Program (STIP), which is developed by the Iowa Department of Transportation.

The TIP can be found online at:

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

The STIP can be found online at:

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

Role of the TIP

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

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

Ames Area MPO Organization

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

Ames is located in central Iowa and is served by Interstate 35, U.S. Highway 30, and U.S. Highway 69. Surface transportation needs are met through over 249 centerline miles of streets. The community has a very progressive transit system, CyRide, which carries over six million bus passengers per year. While the majority of transit users have Iowa State University ties, CyRide serves the entire Ames community.

The Ames Area MPO area includes the Ames Municipal Airport, which serves general aviation needs for business, industry, and recreation users. On average 93 aircraft operations occur per day at the Ames

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

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

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

TRANSPORTATION POLICY COMMITTEE

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

TRANSPORTATION TECHNICAL COMMITTEE

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

Public Participation in the Planning Process

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

EDUCATION AND INFORMATION

WEBSITE

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

E-NOTIFICATION

Anyone with an e-mail address may sign-up for receiving notifications of news and events published from the MPO with our e-notification system. During the development of this program, approximately 160 users receive e-notifications, including announcements of FFY 2021-2024 TIP public meetings, public comment periods, and draft documents.

PUBLIC INVOLVEMENT OPPORTUNITIES

PUBLIC OPEN HOUSE

An open house provides members of the public the opportunity to drop-in to view projects, meet with staff, and leave comments on the proposed program. The event hosted on May 21, 2020, was held virtually via a Microsoft Teams meeting due to COVID-19 restrictions. No formal presentation was given allowing for visitors to come and go at any time during the event.

PUBLIC COMMENT PERIOD

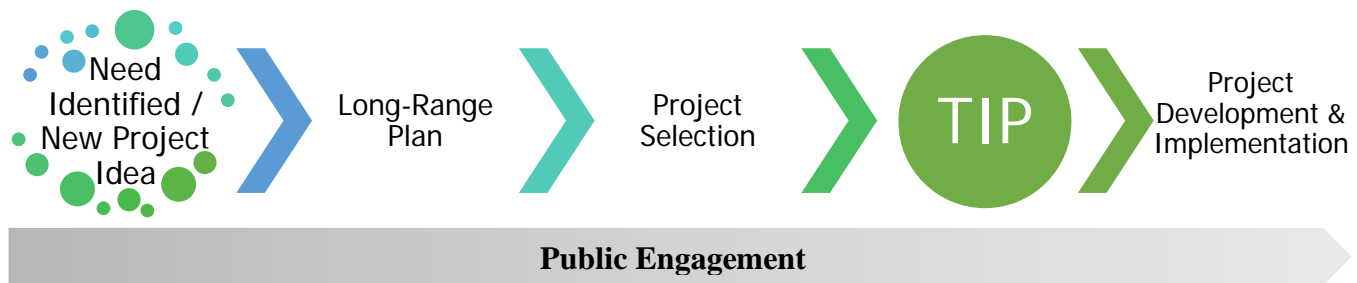
During the comment period, the draft document and maps of the proposed projects are available online or in hardcopy at the Ames Area MPO office.

TRANSPORTATION POLICY COMMITTEE HEARINGS

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

PROGRAM DEVELOPMENT

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



Performance Based Planning and Performance Management

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

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

KEY TERMS:

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

National Goals

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

Regional Goals

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

ROAD SAFETY

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

Performance Measures

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

Performance Targets

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

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

Performance Measure	Five Year Rolling Averages	
	2014-2018 Baseline	2016-2020 Target ²
Number of Fatalities	337.4	345.8
Fatality Rate – per 100 million VMT	1.046	1.011
Number of Serious Injuries	1,499.1	1,396.2
Serious Injury Rate – per 100 million VMT	4.497	4.083
Non-Motorized Fatalities and Serious Injuries	134.2	138.1

*Ames Area MPO Targets adopted September 24, 2019

¹ <https://safety.fhwa.dot.gov/hsip/reports/pdf/2019/ia.pdf>

² Methodology for Iowa DOT FHWA Safety Targets https://iowadot.gov/systems_planning/fpmam/Iowa-2016-2020-safety-targets.pdf

TRANSIT SAFETY

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

Performance Measures

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

Performance Targets

CyRide’s Safety Plan, due by December 31, 2020 (deadline extended from July 20, 2020 due to COVID-19), will include processes and procedures to implement Safety Management Systems (SMS) at CyRide to anticipate future risks and detect problems before safety issues occur. This plan, which will be re-certified each year thereafter, will include strategies for minimizing the exposure of the public, personnel, and property to unsafe conditions and again include safety performance targets. SMS will support a data-based framework to identify and analyze safety hazards and risks to prioritize resources towards the mitigation of these issues. As CyRide’s Safety Plan and safety performance targets are established for FY2021, this information will be shared annually with the Ames Area MPO as projects are prioritized within the Ames Area MPO’s LRTP, TPWP and TIP.

PAVEMENT AND BRIDGE

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

Performance Measures

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

Performance Targets

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

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

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

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

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

*Ames Area MPO Targets adopted September 25, 2018

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

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

TRANSIT ASSET MANAGEMENT

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

Performance Measures

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

Performance Targets

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

CyRide, the transit agency within the Ames Area MPO, has established their own TAM plan and targets which they review and amend, if needed, each fall by October 1st. In March 2020, the Ames Area MPO adopted these transit asset management targets that also match CyRide TAM targets. The infrastructure performance measure element which FTA requires is limited to rail fixed guideway assets of which there is not any rail passenger service with Ames.

Class	2019 Target	2019 Year-End Results	2020 Performance Target	2021	2022	2023	2024
Rolling Stock 40'-60' Buses	35%	36%	33% of fleet exceeds CyRide's ULB of 15 yrs.	33%	33%	31%	33%
Rolling Stock Cutaways	67%	67%	67% of fleet exceeds FTA ULB of 8 yrs.	89%	89%	0%	0%
Equipment Shop Trucks	0%	50%	0% of fleet exceeds CyRide's ULB of 10 yrs.	0%	0%	0%	0%
Facilities Admin./Maint.Facility	0%	0%	0% of facilities rated under 3.0 on TERM scale	0%	0%	0%	0%
Facilities Ames Intermodal Facility	0%	0%	0% of facilities rated under 3.0 on TERM scale	0%	0%	0%	0%

*Ames Area MPO Targets adopted March 24, 2020

SYSTEM AND FREIGHT RELIABILITY

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

Performance Measures

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

Performance Targets

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

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

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

*Ames Area MPO Targets adopted September 25, 2018

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

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

Air Quality

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

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

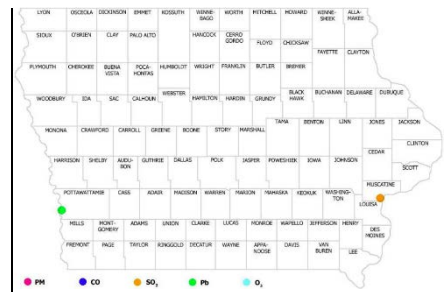


Figure 1. Iowa Non-Attainment Areas (2015)⁷

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

No part of the Ames Area is within Nonattainment; therefore, it is not subject to air quality conformity requirements. However, the Ames Area MPO will perform activities to monitor and promote air quality issues in the region. The State of Iowa provides grant opportunities through the Iowa Clean Air Attainment Program (ICAAP) to promote air quality in Iowa’s transportation system.

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

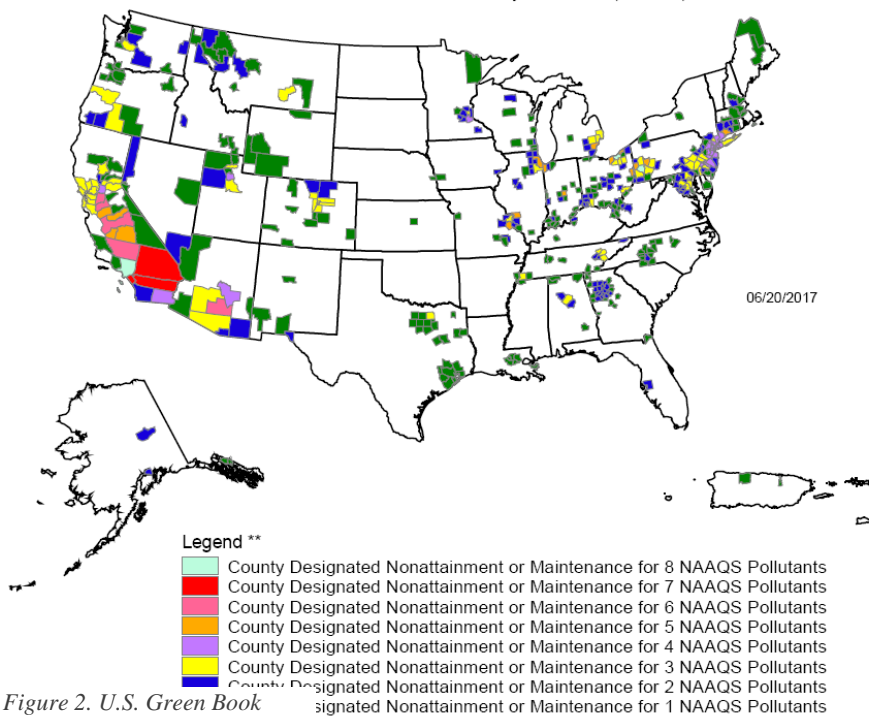


Figure 2. U.S. Green Book

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

Regional Transportation Goals

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



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

CONNECTED, EFFICIENT, AND RELIABLE

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

Performance Measures

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

Performance Targets

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

SAFETY

Goal: Provide a safe transportation system

Performance Measures

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

Performance Targets

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

ENVIRONMENT

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

Performance Measures

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

Performance Targets

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

ACCESSIBILITY

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

Performance Measures

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

Performance Targets

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

ECONOMY AND GOODS MOVEMENT

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

Performance Measures

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

Performance Targets

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

ASSET MANAGEMENT

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

Performance Measures

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

Performance Targets

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

Project Selection

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

SURFACE TRANSPORTATION BLOCK GRANT

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

IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM

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

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

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

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

APPLICATIONS FOR SUBMITTING PROJECTS

Instructions for submitting projects for STBG or TAP regional funds are posted by the first of the year on the MPO website. A news notification is distributed to members of the Transportation Technical Committee along with anyone who has signed up for e-notifications on the MPO website. In January 2020, 153 e-notifications were distributed for the STBG application announcement and the TAP application announcement.

Federal Transit Administration Planning Process

In addition to FHWA program projects, the TIP includes all projects which Federal Transit Administration (FTA) funding may be utilized. A portion of Federal fuel tax revenue is placed in the mass transit account of the Federal Highway Trust Fund. These funds, along with General Fund appropriations, are reserved for transit purposes and are administered by the Federal Transit Administration. The transit portion of the TIP was developed in cooperation with CyRide, the urban transit operator in the Ames Area MPO planning area. The following transit projects identified in the FFY 2021-2024 TIP were included within the Passenger Transportation Plan (PTP), meeting the requirement to have the Enhanced Mobility for Seniors and Individuals with Disabilities formulated Federal funding within an approved PTP prior to TIP approval. The following narrative describes the projects within the initial year of the plan.

FFY 2021 PROJECT JUSTIFICATION

GENERAL OPERATIONS (5307/STA)

This funding supports the day-to-day transit operations of the Ames Transit Authority from Ames' urbanized area formula apportionment, Small Transit Intensive Cities (STIC), and State Transit Assistance (STA) funding.

CONTRACTED PARATRANSIT (DIAL-A-RIDE) SERVICES (5310)

According to Federal regulations, public transit agencies providing fixed-route transit service in their community must also provide door-to-door transportation services within a ¾ mile area of that fixed-route service. Therefore, CyRide purchases transportation service for its Dial-A-Ride service operation in order to meet this American Disability Act (ADA) requirement. This service has been expanded to provide services beyond ADA to the entire city limits of Ames.

AUTOMATED VEHICLE ANNUNCIATOR LED SIGNAGE (5310)

In the fall 2019, CyRide integrated automated vehicle annunciator (AVA) system synced with voice annunciators (audible announcements only) to help keep all passengers, disability or not, better informed of where the bus is located along the bus route(s). This system was in response to a request from Iowa State University's Alliance for Disability Awareness group which communicated their desire to have more bus stops announced throughout the Ames' community. Bus drivers must comply with the Americans with Disability Act (ADA) laws and manually announce major transit locations along transit routes along with any stops the public request. While the annunciators were installed for audible announcements, there wasn't enough funding at time of implementation to deploy the visual LED signage within each bus. CyRide plans to install the visual signage for announcements in FY2021. This project is over and beyond ADA requirements.

ANNUNCIATOR ANNUAL SERVICE FEES (5310)

CyRide plans to utilize portions of its elderly & disabled funding towards its annual service fees for the automatic annunciator system to ensure compliance with its ADA announcement requirements. This is a non-traditional project but will allow compliance with the ADA law and improve awareness of where the bus is within the community for passenger's knowledge.

LIGHT DUTY BUS REPLACEMENTS (5310)

Two light duty 176” wheelbase buses have exceeded FTA guidelines for useful life. Bus numbers are: 00390 and 00391. These units will be replaced with light duty 176” wheelbase low-floor buses, equipped with cameras. These replacement vehicles will be ADA accessible.

HEAVY DUTY BUS REPLACEMENTS (5339)

Nine large forty-foot buses have exceeded FTA guidelines for useful life. Bus numbers are: 00957, 07125, 01140, 07132, 07123, 01141, 00958, 00956, 00955. These units will be replaced with 40’ heavy-duty buses, equipped with cameras. These replacement vehicles will be ADA accessible.

HEAVY DUTY ARTICULATED BUS EXPANSION (5307-STBG)

Currently, CyRide has six articulated buses within its bus fleet with a goal to attain a total of ten to operate on its #23 Orange Route. Specifically, this transit route carries the highest number of passengers of any route in the State of Iowa at nearly 1.8 million passengers. Over the next few years, CyRide will add Surface Transportation Block Grant (STBG) funding to an already approved contract for a 40-foot bus (federally funded with either CMAQ or 5339) awarded through the Iowa DOT and upgrade the purchase to an articulated (60-foot) bus expansion. The Ames Area Metropolitan Planning Organization has approved funding at \$225,000 for FY2021.

HEATING, VENTILATION AND AIR CONDITIONING FACILITY PROJECTS (PTIG)

CyRide is requesting phase two of its heating, ventilation and air conditioning projects from the Iowa DOT under its public transit infrastructure grant (PTIG) program specifically for:

- Maintenance Bay Ventilation Improvements
- Southwest Bus Storage HVAC Replacement.

These updates will provide substantial benefits to employees by providing better heating/cooling as well as ventilation and fresh air throughout the maintenance facility as recommended through a “Diesel Particulate Exposures at CyRide Bus Garage” study conducted in 2006. At that time, the study noted that the ventilation rates needed to be increase throughout the facility to decrease diesel particulate exposures and concentrations by a factor of four. CyRide plans to continue additional HVAC work into FY2022 for a final improvement project under phase three.

The request includes the following areas:

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

MAINTENANCE FACILITY EXPANSION

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

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

FINANCIAL ANALYSIS

Forecasts of Available Revenue

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

REGIONAL TRANSPORTATION FUNDING

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

The FFY 2021 programming targets are \$1,725,427 for STBG, \$86,770 for Iowa's TAP, and \$66,179 for STBG-TAP-Flex. The project costs shown in the TIP are in year-of-expenditure (YOE) dollars. This is accomplished by developing an estimate of costs in the current bidding environment and then applying an inflation factor of 4 percent per year.

The Ames City Council has programmed city sponsored projects in the City of Ames 2020-2025 Capital Improvements Plan (CIP) for the local funding allocation. These funds are generated from the City of Ames annual Road Use Tax Fund (RUTF) distribution, Local Option Sales Tax, and General Obligation (GO) bonds.

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

OTHER FEDERAL AND STATE FUNDING PROGRAMS

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

FEDERAL GRANT PROGRAMS

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

- National Highway Freight Program (NHFP)

STATE ADMINISTERED GRANT PROGRAMS

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

FEDERAL AND STATE TRANSIT FUNDING PROGRAMS

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

IOWA DEPARTMENT OF TRANSPORTATION REVENUE ESTIMATES

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

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

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

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

Fiscal Constraint Tables

Table 1 Summary of Costs and Federal Aid

PROGRAM	2021		2022		2023		2024	
	Total Cost	Federal Aid	Total Cost	Federal Aid	Total Cost	Federal Aid	Total Cost	Federal Aid
PL	\$125,000	\$100,000	\$125,000	\$100,000	\$125,000	\$100,000	\$125,000	\$100,000
STBG	\$850,000	\$225,000	\$850,000	\$225,000	\$850,000	\$225,000	\$850,000	\$225,000
TAP	\$1,856,000	\$559,000	\$681,000	\$159,000	\$0	\$0	\$0	\$0
NHPP	\$0	\$0	\$10,404,000	\$8,324,000	\$9,141,000	\$7,313,000	\$0	\$0
CMAQ	\$1,470,685	\$1,176,548	\$0	\$0	\$0	\$0	\$0	\$0
STBG-HBP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SWAP-HBP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STBG-SWAP	\$4,900,000	\$3,490,000	\$5,700,000	\$2,500,000	\$2,400,000	\$1,686,000	\$0	\$0

Table 2 STBG/STBG-Swap Fiscal Constraint

	2021	2022	2023	2024
UNOBLIGATED BALANCE (CARRYOVER)	\$3,564,337	\$1,640,943	\$601,943	\$442,943
STBG/SWAP TARGET	\$1,725,427	\$1,686,000	\$1,686,000	\$1,686,000
STBG-TAP-FLEX TARGET	\$66,179	\$0	\$66,000	\$0
SUBTOTAL	\$5,355,943	\$3,326,943	\$2,353,943	\$2,128,943
PROGRAM FUNDS	\$3,715,000	\$2,725,000	\$1,911,000	\$225,000
BALANCE	\$1,640,943	\$601,943	\$442,943	\$1,903,943

Table 3 STBG-TAP Fiscal Constraint

	2021	2022	2023	2024
UNOBLIGATED BALANCE (CARRYOVER)	\$483,988	\$11,758	\$5,758	\$92,758
SYSTEMTAP TARGET	\$86,770	\$87,000	\$87,000	\$87,000
STBG-TAP-FLEX TARGET	\$0	\$66,000	\$0	\$66,000
SUBTOTAL	\$570,758	\$164,758	\$92,758	\$245,758
PROGRAM FUNDS	\$559,000	\$159,000	\$0	\$0
BALANCE	\$11,758	\$5,758	\$92,758	\$245,758

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

SOURCE: 2019 CITY STREET FINANCE REPORT	2021	2022	2023	2024
CITY OF AMES TOTAL OPERATIONS	\$3,559,129	\$3,690,949	\$3,822,768	\$3,954,588
CITY OF AMES TOTAL MAINTENANCE	\$6,573,301	\$6,816,757	\$7,060,212	\$7,303,668
CITY OF GILBERT TOTAL OPERATIONS	\$33,386	\$34,623	\$35,859	\$37,096
CITY OF GILBERT TOTAL MAINTENANCE	\$43,192	\$44,792	\$46,392	\$47,992
IOWA DOT TOTAL OPERATIONS AND MAINTENANCE	\$718,852	\$742,106	\$765,973	\$789,431
TOTOAL O&M	\$10,927,861	\$11,329,226	\$11,731,205	\$12,132,774

Table 5 Forecasted Non-Federal Aid Revenue

SOURCE: 2019 CITY STREET FINANCE REPORT	2021	2022	2023	2024
CITY OF AMES TOTAL RUTF RECEIPTS	\$8,226,831	\$8,531,528	\$8,836,226	\$9,140,923
CITY OF AMES TOTAL OTHER ROAD MONIES RECEIPTS	\$6,031,137	\$6,254,512	\$6,477,888	\$6,701,263
CITY OF AMES TOTAL RECEIPTS SERVICE DEBT	\$16,590,742	\$17,205,214	\$17,819,686	\$18,434,158
CITY OF GILBERT TOTAL RUTF RECEIPTS	\$150,961	\$156,552	\$162,144	\$167,735
CITY OF GILBERT TOTAL OTHER ROAD MONIES RECEIPTS	\$24,675	\$25,589	\$26,503	\$27,416
CITY OF GILBERT TOTAL RECEIPTS SERVICE DEBT	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL NON-FEDERAL AID ROAD FUND RECEIPTS	\$31,024,346	\$32,173,396	\$33,322,445	\$34,471,495

Table 6 Iowa DOT Five-Year Program Funding

	(\$ MILLIONS)			
REVENUES	2021	2022	2023	2024
PRIMARY ROAD FUND	\$708.60	\$719.00	\$721.20	\$725.80
TIME-21	\$135.00	\$135.00	\$135.00	\$135.00
MISCELLANEOUS	\$25.00	\$25.00	\$25.00	\$25.00
FEDERAL AID	\$393.80	\$365.70	\$365.70	\$365.70
TOTAL	\$1,262.40	\$1,244.70	\$1,246.90	\$1,251.50
STATEWIDE ALLOCATIONS	2021	2022	2023	2024
OPERATIONS & MAINTENANCE	\$352.40	\$363.80	\$375.50	\$387.00
CONSULTANT SERVICES	\$85.00	\$85.00	\$85.00	\$85.00
CONTRACT MAINTENANCE	\$35.40	\$35.40	\$35.40	\$35.40
RAILROAD CROSSING PROTECTION	\$5.00	\$5.00	\$5.00	\$5.00
MISCELLANEOUS PROGRAMS	\$45.30	\$45.30	\$45.30	\$45.30
TOTAL	\$523.10	\$534.50	\$546.20	\$557.70
FUNDS AVAILABLE FOR ROW/CONSTRUCTION	2021	2022	2023	2024
TOTAL	\$739.30	\$710.20	\$700.70	\$693.80

FFY 2020 PROJECT STATUS REPORT

	TPMS	Location	In \$1,000s		Status	Sponsor
			Awarded	Total		
STBG	16032	In Ames, S Grand Ave from Squaw Creek Dr South 0.1 mile to S 5 th St., and S 5 th St. from S Grand to S Duff	2,396	3,040	Authorized (Let Date: 7/16/19)	City of Ames
STBG	36986	In Ames, S Grand Ave. from 0.1 miles north of S 16 th St North 0.54 miles to S 5 th Street	5,300	12,500	Authorized (Let Date: 2/18/20)	City of Ames
STBG	35617	CyRide: Vehicle Replacement	225	800	Authorized	CyRide
TAP	37446	In Ames, SW greenbelt trail from Beedle Dr. east 0.94 miles to Intermodal Facility	159	400	Authorized (Est. Sep. Letting)	City of Ames
TAP	14983	In Ames, Skunk River Trail from SE 16 th St to East Lincoln Way	160	521	Rolled over to FFY 2021	City of Ames
TAP	21260	In Ames, Skunk River Trail from SE 16 th St to East Lincoln Way	240	835	Rolled over to FFY 2021	City of Ames
PL	34214	Transportation Planning Funds	100	125	Ongoing	City of Ames

CHANGING AN APPROVED TIP

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

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

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

Amendments

Amendments are major changes involving the following:

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

Schedule Changes: Projects added or deleted from the TIP.

Funding Source: Projects receiving additional Federal funding sources.

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

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

Administrative Modifications

Administrative Modifications are minor changes involving the following:

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

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

Funding Source: Changing funding from one source to another.

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

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

HIGHWAY PROGRAM (FFY 2021-2024)

STBG-TAP

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
14983	TAP-U-0155(SE16th)--8I-85	In Prep	Total	\$521,000				\$521,000
Ames	In the City of Ames, Skunk River Trail: From SE 16th Street to East Lincoln Way		Federal Aid	\$160,000				\$160,000
	9509 - Ped/Bike Grade & Pave		Regional	\$160,000				\$160,000
			Swap					
DOT Note: Project eligible for FHWA TAP funding								
21260	TAP-U-0155(SE16TH)--8I-85	In Prep	Total	\$835,000				\$835,000
Ames	Skunk River Trail: From SE 16th Street to East Lincoln Way		Federal Aid	\$240,000				\$240,000
	9510 - Ped/Bike Structures, 9511 - Ped/Bike Miscellaneous		Regional	\$240,000				\$240,000
			Swap					
38306	TAP-U-0155()-8I-85	In Prep	Total	\$500,000				\$500,000
Ames	In the city of Ames, On Vet Med Trail, from S Grand Ave South .53 Miles to S 16th St,		Federal Aid	\$159,000				\$159,000
	9509 - Ped/Bike Grade & Pave		Regional	\$159,000				\$159,000
			Swap					
19249	TAP-U-0155()-8I-85	In Prep	Total		\$681,000			\$681,000
Ames	Squaw Creek: From Skunk River to S. Duff Avenue		Federal Aid		\$159,000			\$159,000
	9509 - Ped/Bike Grade & Pave		Regional		\$159,000			\$159,000
			Swap					

PL

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
34214	RGPL-PA22(RTP)--PL-85	In Prep	Total	\$125,000	\$125,000	\$125,000	\$125,000	\$500,000
MPO 22 / AAMPO	Trans Planning		Federal Aid	\$100,000	\$100,000	\$100,000	\$100,000	\$400,000
	9514 - Trans Planning		Regional					
			Swap					

STBG

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
36918	RGTR-0155()--ST-85	In Prep	Total	\$850,000				\$850,000
MPO 22 / AAMPO	CyRide: Vehicle Replacement		Federal Aid	\$225,000				\$225,000
	9513 - Transit Investments		Regional	\$225,000				\$225,000
			Swap					
38304	RGTR-0155()--ST-85	In Prep	Total		\$850,000			\$850,000
MPO 22 / AAMPO	CyRide: Vehicle Replacement		Federal Aid		\$225,000			\$225,000
	9513 - Transit Investments		Regional		\$225,000			\$225,000
			Swap					
37442	RGTR-0155()--ST-85	In Prep	Total			\$850,000		\$850,000
MPO 22 / AAMPO	CyRide Vehicle Replacement		Federal Aid			\$225,000		\$225,000
	9513 - Transit Investments		Regional			\$225,000		\$225,000
			Swap					
45238	RGTR-0155()--ST-85	In Prep	Total				\$850,000	\$850,000
MPO 22 / AAMPO	CyRide: Vehicle Replacement		Federal Aid				\$225,000	\$225,000
	9513 - Transit Investments		Regional				\$225,000	\$225,000
			Swap					

SWAP-STBG

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
36919	STBG-SWAP-0155()--SG-85	In Prep	Total	\$2,400,000				\$2,400,000
Ames	In the city of Ames, On Cherry Avenue, from E Lincoln Way South .4 Miles to Southeast 5th Street, 1001 - Grade and Pave		Federal Aid					
			Regional	\$1,890,000				\$1,890,000
			Swap	\$1,890,000				\$1,890,000
36927	STBG-SWAP-0155()--SG-85	In Prep	Total	\$2,500,000				\$2,500,000
Ames	In the city of Ames, On East 13th Street, from Duff Avenue East .4 Miles to Meadowlane Avenue, 1509 - Pavement Rehab		Federal Aid					
			Regional	\$1,600,000				\$1,600,000
			Swap	\$1,600,000				\$1,600,000
35616	STBG-SWAP-0155()--SG-85	In Prep	Total		\$1,500,000			\$1,500,000
Ames	In the city of Ames, On North Dakota Avenue, from Ontario Street North 0.17 Miles to Union Pacific Railroad Tracks 1005 - Pave		Federal Aid					
			Regional		\$900,000			\$900,000
			Swap		\$900,000			\$900,000
38303	STBG-SWAP-0155()--SG-85	In Prep	Total		\$4,200,000			\$4,200,000
Ames	In the city of Ames, On Stange Rd and 24TH ST, from Blankenburg Dr North .4 Miles to 24th ST and East .8 Miles to RR, 1001 - Grade and Pave		Federal Aid					
			Regional		\$1,600,000			\$1,600,000
			Swap		\$1,600,000			\$1,600,000
45233	STBG-SWAP-0155()--SG-85	In Prep	Total			\$2,400,000		\$2,400,000
Ames	In the city of Ames, on Lincoln Way, from Dotson Dr to S Franklin Ave 1001 - Grade and Pave		Federal Aid					
			Regional			\$1,686,000		\$1,686,000
			Swap			\$1,686,000		\$1,686,000

PRF

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
38175	STPN-35()-2J-85	In Prep	Total	\$950,000				\$950,000
Iowa Department of Transportation	I-35: US 30 INTERCHANGE IN AMES		Federal Aid					
	4521 - Erosion Control, 5062 - Traffic Signs		Regional					
			Swap					
39359	IMN-35()-0E-85	In Prep	Total	\$76,000				\$76,000
Iowa Department of Transportation	I-35: SE RAMP OF THE US 30 INTERCHANGE		Federal Aid					
	3511 - Grading, 6031 - Right of Way		Regional					
			Swap					
38031	BRFN-69()-39-85	In Prep	Total		\$265,000			\$265,000
Iowa Department of Transportation	US 69: GRAND AVE IN AMES 0.1 MI N OF LINCOLN WAY		Federal Aid					
	2521 - Bridge Deck Overlay		Regional					
			Swap					

NHPP

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
38248	NHSX-30()-3H-85	In Prep	Total		\$10,404,000	\$9,141,000		\$19,545,000
Iowa Department of Transportation	US 30: 0.5 MI E OF I-35 TO E OF 590TH AVE		Federal Aid		\$8,324,000	\$7,313,000		\$15,637,000
	3511 - Grading, 6031 - Right of Way		Regional					
			Swap					

SWAP-CMAQ

Project ID	Project Number	Approval Level		2021	2022	2023	2024	Totals
Sponsor	Location	Letting Date						
STIP ID	Work Codes							
45239	ICAAP-SWAP-0155(702)--SH-85	In Prep	Total	\$1,470,685				\$1,470,685
Ames	First Phase Deployment Ames Traffic Signal Master Plan		Federal Aid					
	5041 - Traffic Signals		Regional	\$1,176,548				\$1,176,548
			Swap	\$1,176,548				\$1,176,548

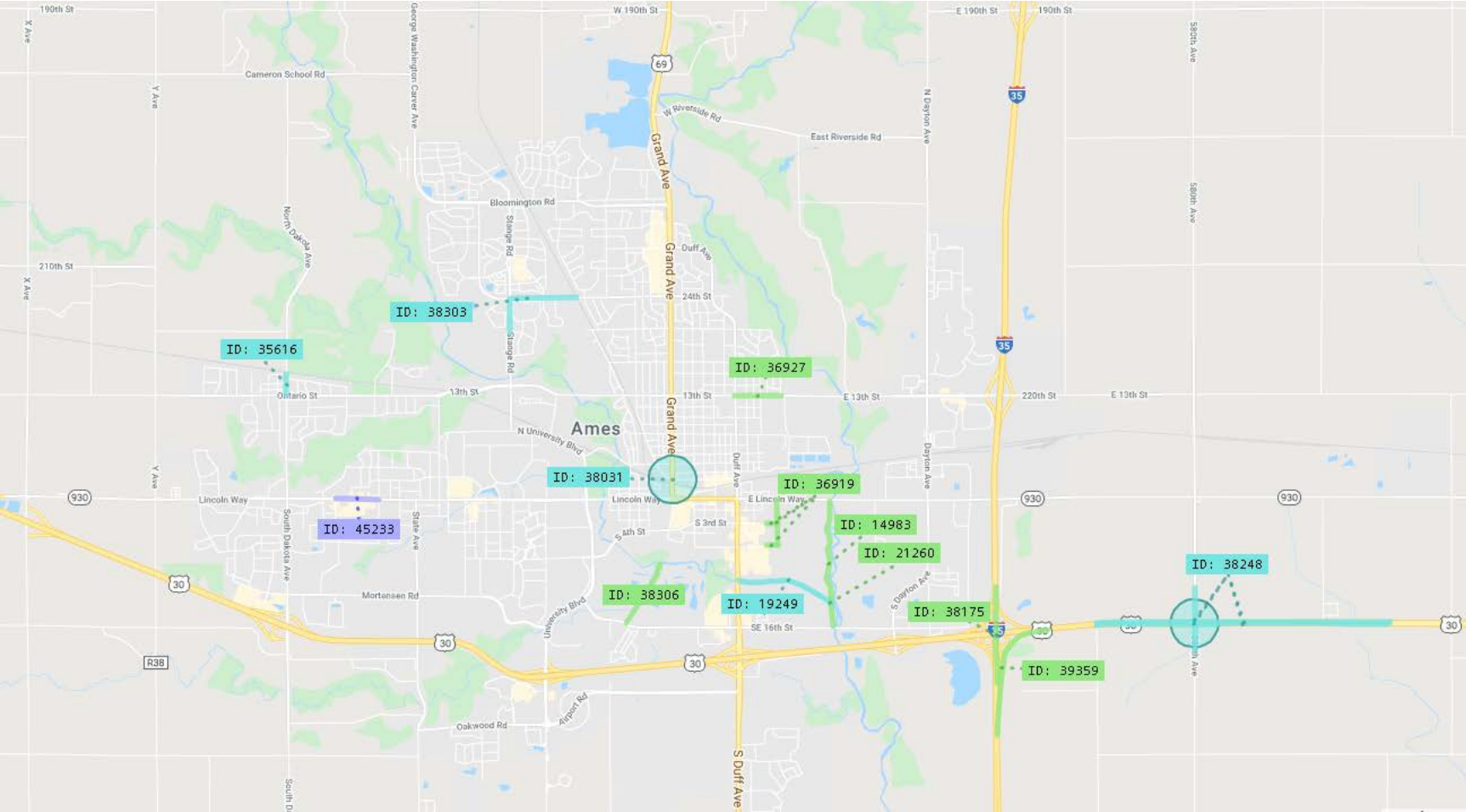
TRANSIT PROGRAM (FFY 2021-2024)

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY21	FY22	FY23	FY24
5307	Ames	5575 Capital Expansion	Heavy Duty Articulated Bus Diesel, UFRC, VSS, Low Floor, BioDiesel	Total	281,250	281,250	281,250	
				FA	225,000	225,000	225,000	
				SA				
5339	Ames	6010 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00957	Total	513,032			
				FA	436,077			
				SA				
5310	Ames	6012 Operations Misc	Annunciator Annual Service Fees	Total	82,146	94,000	94,000	94,000
				FA	65,714	75,200	75,200	75,200
				SA				
PTIG	Ames	6013 Capital Rehabilitation	Maintenance Bay Ventilation Improvements	Total	281,346			
				FA				
				SA	225,077			
PTIG	Ames	6014 Capital Rehabilitation	HVAC Rehabilitation	Total	187,574	307,329		
				FA				
				SA	150,059	245,863		
5310	Ames	5100 Capital Expansion	Annunciators LED Signage	Total	126,720			
				FA	101,376			
				SA				
5339	Ames	4044 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07125	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4045 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 01140	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4046 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07132	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4047 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 07123	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4048 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 01141	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4049 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00958	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4660 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00956	Total	513,032			
				FA	436,077			
				SA				
5339	Ames	4662 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00955	Total	513,032			
				FA	436,077			
				SA				
STA, 5307	Ames	914 Operations Misc	General Operations	Total	12,086,406	12,569,863	13,072,657	13,595,563
				FA	2,593,894	2,697,650	2,805,556	2,917,778
				SA	809,363	841,738	875,407	910,423

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY21	FY22	FY23	FY24
5310	Ames	919 Capital Misc	Contracted Paratransit Service	Total	175,000	187,500	187,500	187,500
				FA	140,000	150,000	150,000	150,000
				SA				
5310	Ames	5570 Capital Replacement	Light Duty Bus (176" wb) UFRC, VSS, Low Floor Unit #: 00390	Total	156,198			
				FA	124,958			
				SA				
5310	Ames	5571 Capital Replacement	Light Duty Bus (176" wb) UFRC, VSS Unit #: 00391	Total	156,198			
				FA	124,958			
				SA				
PTIG	Ames	6034 Capital Rehabilitation	Bus Vehicle Exhaust Modifications	Total		168,708		
				FA		134,966		
				SA				
5310	Ames	920 Capital Replacement	Associated Transit Improvements	Total		50,000	50,000	50,000
				FA		40,000	40,000	40,000
				SA				
5339	Ames	4663 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00954	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	4664 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00953	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	4665 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00972	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	4666 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00974	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	5097 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00970	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	5098 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00971	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	5099 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00977	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	4661 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00975	Total		517,615		
				FA		439,973		
				SA				
5339	Ames	5555 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00973	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5563 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00976	Total			538,320	
				FA			457,572	
				SA				

Fund	Sponsor	Transit # Expense Class Project Type	Desc / Add Ons / Addnl Info		FY21	FY22	FY23	FY24
5339	Ames	5564 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00950	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5565 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00952	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5566 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00951	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5567 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00949	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5568 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00504	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	5569 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00502	Total			538,320	
				FA			457,572	
				SA				
5339	Ames	3314 Capital Expansion	Maintenance Facility Expansion	Total			6,300,166	
				FA			5,000,000	
				SA				
5339	Ames	6015 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00501	Total				559,853
				FA				475,875
				SA				
5339	Ames	6016 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00503	Total				559,853
				FA				475,875
				SA				
5339	Ames	6017 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00188	Total				559,853
				FA				475,875
				SA				
5339	Ames	6018 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00186	Total				559,853
				FA				475,875
				SA				
5339	Ames	6019 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00189	Total				559,853
				FA				475,875
				SA				
5339	Ames	6020 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00187	Total				559,853
				FA				475,875
				SA				
5339	Ames	6021 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00785	Total				559,853
				FA				475,875
				SA				
5339	Ames	6022 Capital Replacement	Heavy Duty Bus (40-42 ft.) Diesel, UFRC, VSS, Low Floor, BioDiesel Unit #: 00762	Total				559,853
				FA				475,875
				SA				

Project Location Map



SELF-CERTIFICATION OF THE MPO PLANNING PROCESS

AMES AREA METROPOLITAN PLANNING ORGANIZATION ANNUAL SELF-CERTIFICATION

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

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

For AAMPO:



 John Haila, Chair
 Transportation Policy Committee

3-24-2020

 Date

RESOLUTION OF APPROVAL

[INSERT RESOLUTION OF APPROVAL]

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

SUBJECT: AMENDMENT TO THE FFY 2020 - 2023 TRANSPORTATION IMPROVEMENT PROGRAM

BACKGROUND:

In order to receive Federal funds for transportation improvement projects, it is necessary for the projects to be included in the approved Iowa Department of Transportation statewide plan. The initial step in this process is for the Ames Area MPO to develop a Transportation Improvement Program (TIP). Regulations require the TIP to include transportation projects for four years. The TIP may be amended in accordance with prescribed amendment and public participation procedures.

This amendment to the Fiscal Year (FY) 2020 - 2023 Transportation Improvement Program involves changing the following:

- Iowa Clean Air Attainment Program (ICAAP) awarded by Iowa DOT on January 14, 2020. Projects added to access ICAAP award:
 - \$339,965 in CMAQ – West Ames Changes: New expansion route #12 Lilac; added frequency #1 Red, #11 Cherry, #7 Purple (year 2)
 - \$32,562 in CMAQ - #11 Cherry Night Service (year 1)
 - \$30,728 in CMAQ - #12 Lilac Midday Service (year 1)
 - \$29,108 in CMAQ - #6 Brown Night Service (year 1)
- Revised Project Limits:
 - SW Greenbelt Trail – Location changed:
 - Previous Description: In the City of Ames, SW Greenbelt trail, from Beedle Drive East 0.94 Miles to Intermodal Facility
 - Revised Description: In the City of Ames: SW Greenbelt Trail from Beedle Drive east to Franklin Park

A comment period was opened on March 6, 2020 and concluded on May 1, 2020; no comments were received. Therefore, no changes were requested to the proposed amendments. These were already reviewed by the Policy Committee on March 24, 2020.

ALTERNATIVES:

1. Approve the amended FFY 2020 – 2023 Transportation Improvement Program.
2. Approve the amended FFY 2020 – 2023 Transportation Improvement Program, with Transportation Policy Committee modifications.

ADMINISTRATOR'S RECOMMENDED ACTION:

The Ames Area MPO Transportation Technical Committee has reviewed and now recommends approval of the proposed amendments to the FFY 2020 - 2023 Transportation Improvement Program.

Therefore, it is recommended by the Administrator that the Transportation Policy Committee adopt Alternative No. 1, thereby approving the amendment to the FFY 2020 - 2023 Transportation Improvement Program for submission to the Iowa Department of Transportation.

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

SUBJECT: FINAL FY 2021 TRANSPORTATION PLANNING WORK PROGRAM

BACKGROUND:

As a part of the federal regulations governing Metropolitan Planning Organizations, the Federal Highway Administration and the Federal Transit Administration provide planning funds to reimburse these agencies for transportation planning activities. The Iowa Department of Transportation administers this program. The Transportation Planning Work Program (TPWP) is the local programming document of these planning funds.

The FY 2021 Transportation Planning Work Program (TPWP - attached) includes several work elements to ensure an integrated transportation system. These elements include:

- Administrative tasks for transportation planning
- Programming and development for the Transportation Improvement Program
- Comprehensive transportation planning and in-depth technical analysis
- Enhanced transit planning for coordination, accessibility, and efficiency
- Public participation enhancement and incorporation into the transportation planning process
- Committee support
- Maintenance and development of the Long-Range Transportation Plan

Some expected products in the FY 2021 TPWP include the development of the Transportation Improvement Programs and ongoing activities related to the Long Range Transportation Plan update.

The Transportation Policy Committee approved the draft TPWP on March 24, 2020. Federal and State partners at the Iowa Department of Transportation, Federal Highway Administration, and the Federal Transit Administration were provided the opportunity to review the draft. **These partners found the TPWP conform to State and Federal regulations and determined to include appropriate planning activities to perform the regional transportation planning process.**

ALTERNATIVES:

1. Approve the final FY 2021 Transportation Planning Work Program for submission to the Iowa Department of Transportation.
2. Modify the final FY 2021 Transportation Planning Work Program with Transportation Policy Committee modifications for submission to the Iowa Department of Transportation.

ADMINISTRATOR'S RECOMMENDED ACTION:

The Ames Area MPO Transportation Technical Committee has developed and recommends approval of this FY 2021 Transportation Planning Work Program. The Policy Committee approved the draft on March 24, 2020 and our state and federal partners determined the program meets their requirements.

Therefore, it is recommended by the Administrator that the Transportation Policy Committee adopt Alternative No. 1, thereby approving the final FY 2021 Transportation Planning Work Program for submission to the Iowa Department of Transportation.

FINAL

Fiscal Year 2021 Transportation Planning Work Program

Ames Area Metropolitan Planning Organization

The Ames Area Metropolitan Planning Organization prepared this report with funding from the U.S. Department of Transportation's Federal Highway Administration and Federal Transit Administration, and in part through local matching funds of the Ames Area MPO member governments. These contents are the responsibility of the Ames Area MPO. The U.S. government and its agencies assume no liability for the contents of this report or for the use of its contents. The Ames Area MPO approved this document on May 26, 2020. Please call (515) 239-5160 to obtain permission to use.

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INTRODUCTION

The Fiscal Year 2021 Transportation Planning Work Program (TPWP) is the regional work plan for the fiscal year beginning July 1, 2020 and ending June 30, 2021. The TPWP is a requirement of 23 CFR 450.308(b) for metropolitan planning organizations to develop a document identifying work proposed for the next one-year period by major activity and task. The document includes details to indicate who will perform the planning activity, the schedule for completing the activity, what products should result from each activity, funding for each activity as well as a total program budget.

PERFORMANCE BASED PLANNING

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

National Goals

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

The Ames Area MPO must establish and use a performance-based approach in transportation decision making to support the national goals. The Ames Area MPO will implement required metrics in coordination with the Iowa Department of Transportation, which includes setting regional targets for several performance measures established by the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). Future reports on the Ames Area MPO's progress in reaching regional targets will be included in future long range transportation planning documents.

KEY TERMS:

Goal: a broad statement that describes a desired end state

Objective: a specific, measurable statement that supports achievement of a goal

Performance Measures: metric used to assess progress towards meeting an objective

Target: specific level of performance that is desired to be achieved within a certain timeframe

Road Safety

The safety measures are:

- Number of Fatalities
- Rate of Fatalities per 100 million VMT
- Number of Serious Injuries
- Rate of Serious Injuries per 100 million VMT
- Number of Non-Motorized Fatalities and Non-motorized Serious Injuries

In September 2019, the Ames Area MPO adopted to support the targets of the Iowa Department of Transportation.

Transit Safety

As a recipient of urbanized area formula grant funding, the Ames Transit Agency (CyRide) is to establish and self-certify its initial agency safety plan by July 20, 2020, where safety performance targets will be established within this plan based on the following safety performance measures FTA established in the National Public Transportation Safety Plan including:

- Fatalities
- Injuries
- Safety Events
- System Reliability

CyRide's Safety Plan, which will be certified each year, will include processes and procedures to implement Safety Management Systems (SMS) at CyRide to anticipate future risks and detect problems before safety issues occur. This plan, which must be in place by July 20, 2020 for FY 2021, will include strategies for minimizing the exposure of the public, personnel, and property to unsafe conditions and again include safety performance targets. SMS will support a data-based framework to identify and analyze safety hazards and risks to prioritize resources towards the mitigation of these issues.

Pavement and Bridge

The pavement and bridge measures are:

- Percent of Interstate pavements in Good condition
- Percent of Interstate pavements in Poor condition
- Percent of non-Interstate NHS pavements in Good Condition
- Percent of non-Interstate NHS pavements in Poor condition
- Percent of NHS bridges classified as in Good condition
- Percent of NHS bridges classified as in Poor condition

In September 2018, the Ames Area MPO adopted to support the targets of the Iowa Department of Transportation.

Transit Asset Management

The Transit Asset Management (TAM) targets are:

- Equipment: Percent of non-revenue vehicles met or exceeded Useful Life Benchmark
- Rolling Stock: Percentage of revenue vehicles met or exceeded Useful Life Benchmark
- Facilities: Percentage of assets with condition rating below 3.0 on FTA TERM scale
- Infrastructure: Not applicable. (The infrastructure performance measure element, which FTA requires, is limited to rail fixed guideway assets. There is no fixed guideway passenger transport in the Ames region.)

CyRide established their first TAM plan and targets in January 2017. Every year, the TAM Plan and targets are updated by October 1st. The last update for CyRide's TAM Plan was October 2019 which was forwarded to the AAMPO staff in December 2019 as required by the Federal Transit Administration (FTA). Per FTA regulations, the AAMPO is not obligated to update their TAM targets whenever transit agencies update their targets.

In March 2019, the Ames Area MPO adopted CyRide's 2018 TAM targets.

System and Freight Reliability

The system performance and freight measures are:

- Percent of person-miles traveled on the Interstate that are reliable
- Percent of person-miles traveled on the non-Interstate NHS that are reliable
- Truck Travel Time Reliability Index

In September 2018, the Ames Area MPO adopted to support the targets of the Iowa Department of Transportation.

Performance Management Agreement

The Iowa Department of Transportation (Iowa DOT) and the Ames Area Metropolitan Planning Organization (MPO) agree to the following provisions. The communication outlined in these provisions between the MPO and Iowa DOT will generally be through the statewide planning coordinator in the Systems Planning Bureau.

1. Transportation performance data
 - a. The Iowa DOT will provide MPOs with the statewide performance data used in developing statewide targets, and, when applicable, will also provide MPOs with subsets of the statewide data, based on their planning area boundaries.
 - b. If MPOs choose to develop their own target for any measure, they will provide the Iowa DOT with any supplemental data they utilize in the target-setting process.
2. Selection of performance targets
 - a. The Iowa DOT will develop draft statewide performance targets for FHWA measures in coordination with MPOs. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. MPOs shall be given an opportunity to provide comments on statewide targets and methodology before final statewide targets are adopted.

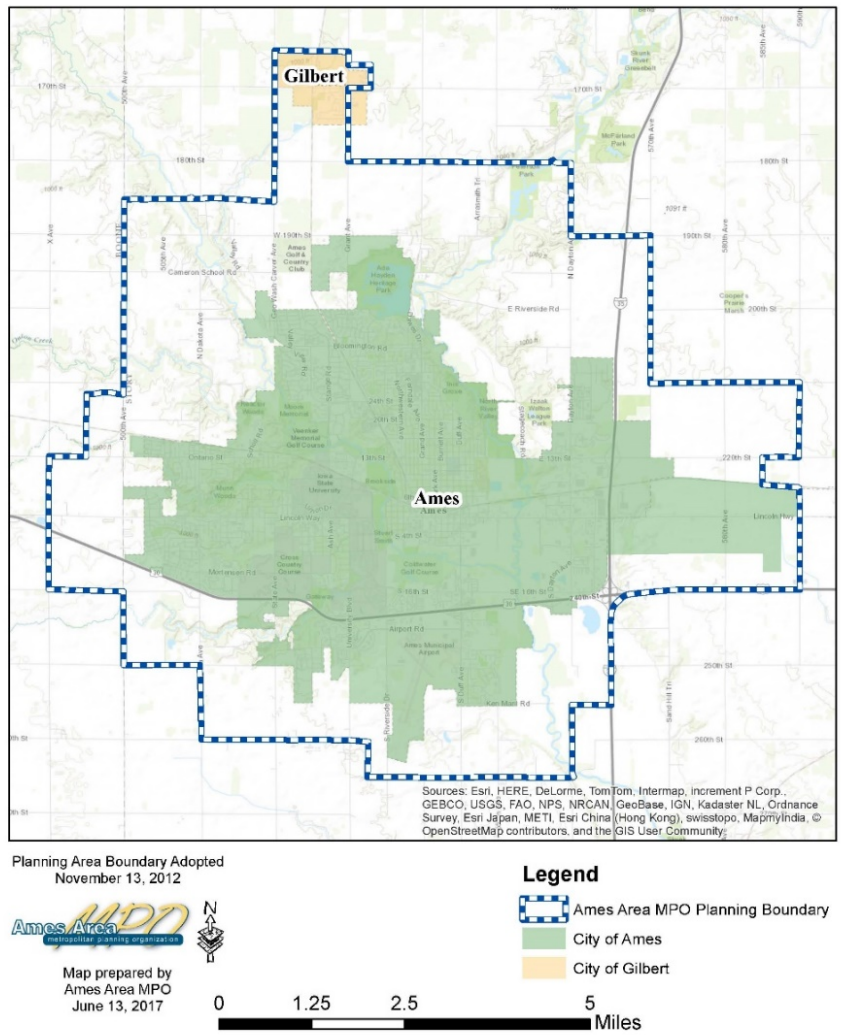
-
- b. If an MPO chooses to adopt their own target for any measure, they will develop draft MPO performance targets in coordination with the Iowa DOT. Coordination methods will be at the discretion of the MPO, but the Iowa DOT shall be provided an opportunity to provide comments on draft MPO performance targets and methodology prior to final approval.
3. Reporting of performance targets
 - a. Iowa DOT performance targets will be reported to FHWA and FTA, as applicable. MPOs will be notified when Iowa DOT has reported final statewide targets.
 - b. MPO performance targets will be reported to the Iowa DOT.
 - i. For each target, the MPO will provide the following information no later than 180 days after the date the Iowa DOT or relevant provider of public transportation establishes performance targets, or the date specified by federal code.
 1. A determination of whether the MPO is 1) agreeing to plan and program projects so that they contribute toward the accomplishment of the Iowa DOT or relevant provider of public transportation performance target, or 2) setting a quantifiable target for that performance measure for the MPO's planning area.
 2. If a quantifiable target is set for the MPO planning area, the MPO will provide any supplemental data used in determining any such target.
 3. Documentation of the MPO's target or support of the statewide or relevant public transportation provider target will be provided in the form of a resolution or meeting minutes.
 - c. The Iowa DOT will include information outlined in 23 CFR 450.216 (f) in any statewide transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.218 (q) in any statewide transportation improvement program amended or adopted after May 27, 2018.
 - d. MPOs will include information outlined in 23 CFR 450.324 (f) (3-4) in any metropolitan transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.326 (d) in any transportation improvement program amended or adopted after May 27, 2018.
 - e. Reporting of targets and performance by the Iowa DOT and MPOs shall conform to 23 CFR 490, 49 CFR 625, and 49 CFR 673.
 4. Reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO
 - a. The Iowa DOT will provide MPOs with the statewide performance data used in developing statewide targets, and, when applicable, will also provide MPOs with subsets of the statewide data, based on their planning area boundaries.
 5. The collection of data for the State asset management plans for the NHS
 - a. The Iowa DOT will be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS.

AMES AREA MPO ORGANIZATION

The Ames Area MPO was officially designated the MPO of the Ames urbanized area by the Governor of Iowa in March 2003. This designation was the result of the Ames urbanized area having a population greater than 50,000 in the 2000 Census.

As a result of the 2010 Census, the urbanized areas of Ames and Gilbert were combined into one urbanized area, therefore requiring the Metropolitan Planning Area to be expanded to encompass this area in its entirety. The Ames Area MPO approved the current Metropolitan Planning Area boundary on November 13, 2012. The City of Gilbert and Iowa State University were added to the Transportation Policy Committee on March 26, 2013.

Figure 1. Ames Area MPO Planning Boundary



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

Ames is located in central Iowa and is served by Interstate 35, U.S. Highway 30, and U.S. Highway 69. Surface transportation needs are met through over 249 centerline miles of streets. The community has a very progressive transit system, CyRide, which carries approximately six million bus passengers per year. While the majority of transit users have Iowa State University ties, CyRide serves the entire Ames community. The Ames Area MPO area includes the Ames Municipal Airport, which serves general aviation needs for business, industry, and recreation users. On average 93 aircraft operations occur per day at the Ames Municipal Airport. Railroad provides freight service to the area by dual east-west mainline tracks and a northern agricultural spur.

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

Transportation Policy Committee

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

Transportation Policy Committee Membership		
<i>Representative Agency</i>	<i>Member</i>	
City of Ames †	John Haila	Mayor
City of Ames	Bronwyn Beatty-Hansen	Council Member
City of Ames	Gloria Betcher	Council Member
City of Ames	Amber Corrieri	Council Member
City of Ames	Tim Gartin	Council Member
City of Ames	David Martin	Council Member
City of Ames	Rachel Junck	Council Member
Boone County	Bill Zinnel	Board of Supervisors
Story County	Lauris Olson	Board of Supervisors
Ames Transit Agency	Juan Bibiloni	CyRide Board Member
City of Gilbert	Jonathan Popp	Mayor
Iowa Dept. of Transportation ‡	Andy Loonan	District 1 Transportation Planner
Iowa Dept. of Transportation ‡	Zac Bitting	Metropolitan and Regional Planning Coordinator
Iowa Dept. of Transportation ‡	Cindy Shearer	Statewide Planning Support
Federal Highway Administration ‡	Darla Hugaboom	Iowa Division Community Planner
Federal Highway Administration ‡	Sean Litteral	Planning and Development Team Leader
Federal Transit Administration ‡	Eva Steinman	Region 7 Community Planner
Iowa State University ‡	Cathy Brown	Director for Planning Services

† Chair ‡ Non-voting

Transportation Technical Committee

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

Transportation Technical Committee Membership		
<i>Representative Agency</i>	<i>Member</i>	
City of Ames (Chair)	Tracy Warner	Municipal Engineer
City of Ames (Vice-Chair)	Damion Pregitzer	Traffic Engineer
City of Ames	Justin Clausen	Operations Manager
City of Ames	Kelly Diekmann	Director of Planning & Housing
City of Ames	Justin Moore	Planner
CyRide	Barb Neal	Transit Director
Iowa State University	Sarah Lawrence	Campus Planner
Boone County	Scott Kruse	County Engineer
Story County	Darren Moon	County Engineer
Ames Community School Dist.	Gerry Peters	Facilities Director
Ames Economic Development Commission	Drew Kamp	Director of Public Policy & Business Development
City of Ames ‡	John Joiner	Public Works Director
City of Ames ‡	Vacant	Transportation Planner
Iowa Dept. of Transportation ‡	Andy Loonan	District 1 Transportation Planner
Iowa Dept. of Transportation ‡	Zac Bitting	Metropolitan and Regional Planning Coordinator
Iowa Dept. of Transportation ‡	Cindy Shearer	Statewide Planning Support
Federal Highway Administration ‡	Darla Hugaboom	Iowa Division Community Planner
Federal Highway Administration ‡	Sean Litteral	Planning and Development Team Leader
Federal Transit Administration ‡	Eva Steinman	Region 7 Community Planner

‡ Non-voting

PLANNING PRIORITIES OF THE FY 2021 WORK PROGRAM

The FY 2021 TPWP addresses the planning goals of the Ames Area MPO, which are:

- Provide a connected transportation system that offers efficient and reliable mobility options for all modes of travel.
- Provide a safe transportation system.
- Consider and mitigate the impacts of the transportation system on the natural and built environment.
- Provide an accessible transportation system which fits within the context of its surroundings and preserves community character.
- Provide a transportation system that supports the regional economy and efficiently moves goods.
- Maintain transportation infrastructure in a state-of-good-repair.

The following is a list of ongoing and future challenges the Ames Area MPO expects to address through projects:

- The Ames Area experiences high variability in traffic due to weekly commuters and regional commercial weekend traffic. The Ames Area MPO will try to leverage technology as well as automated data collection to generate regional metrics.

- The Ames Area has a growing number of critical intersections for capacity and safety for all modes of travel. The Ames Area MPO will utilize advanced data collection to analyze and forecast potential improvements to these intersections.

The following documents are developed, updated, or maintained by the Ames Area MPO:

- Transportation Planning Work Program (TPWP)
- Transportation Improvement Program (TIP)
- Public Participation Plan (PPP)
- Long Range Transportation Plan (LRTP)
- Passenger Transportation Plan (PTP)

PRIVATE SECTOR INVOLVEMENT

Consultants will be used to perform tasks associated with the long-range transportation plan update (Task 5). The LRTP update will span three years and has been included in the FY 2019, FY 2020 and the FY 2021 work programs.

DEVELOPMENT OF THE WORK PROGRAM

The FY 2021 Transportation Planning Work Program was developed by input from the Ames Area MPO staff, members of the Transportation Technical Committee, the general public, and the Transportation Policy Committee. The following milestones describe the process in which the Transportation Planning Work Program was developed.

March 5, 2020 – Transportation Technical Committee

A review of the draft FY 2021 Transportation Planning Work Program by the Transportation Technical Committee.

March 6 – May 1, 2020 – Public Input Period

A public comment period for the draft FY 2021 Transportation Planning Work Program was established from March 6 through May 1. During the comment period, the recommended draft document was posted on the AAMPO.org website along with notifications distributed to the general public. Comments could be submitted via online form, e-mail, mail, and by phone.

March 24, 2020 – Transportation Policy Committee Meeting

A review of the FY 2021 Transportation Planning Work Program by the Transportation Policy Committee.

April 2020 – Review from Federal and State Partners

Federal and State partners at the Federal Highway Administration, Federal Transit Administration, and Iowa Department of Transportation review the Ames Area MPO Draft FY 2021 Transportation Planning Work Program. By April 30, 2020, the MPO receives comments to address in the final FY 2021 TPWP document.

May 26, 2020 – Transportation Policy Committee Hearing

Public hearing held by the Transportation Policy Committee to consider adoption of the FY 2021 Transportation Planning Work Program with opportunities from the public to respond and present to the committee.

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WORK ELEMENTS

Task 1 – Administration and Support

OBJECTIVE

To initiate and properly manage the “3-C” planning process, ensuring that it is continuous, cooperative, and comprehensive, and in compliance with applicable State and Federal laws and regulations.

PREVIOUS WORK

- Administer the FY 2020 Transportation Planning Work Program
- Develop and approve the FY 2021 Transportation Planning Work Program
- Complete annual Self Certification
- Attend Iowa DOT quarterly MPO meetings
- Quarterly submittals for planning funding reimbursement
- Filing and reporting routine items required by the Iowa Department of Transportation, Federal Transit Administration, and Federal Highway Administration
- Conducted four Transportation Policy Committee meetings on: July 9, 2019; September 24, 2019; March 24, 2020; and May 26, 2020
- Conducted three Transportation Technical Committee meetings on: September 5, 2019; March 5, 2020; and May 14, 2020
- Conduct a public meeting on May 15, 2020
- Updated meeting agendas, minutes, and materials on the MPO website at www.aampo.org

DESCRIPTION

This task includes all administrative tasks which support activities of the MPO including the following: prepare and submit required documents to maintain the continuity and credibility of the planning process. Sponsor and conduct meetings and provide support to policy and technical committees. Prepare budgets, maintain financial records, and ensure monies are spent appropriately. Coordinate activities with participating agencies and other public and private interests.

Purchase/lease supplies, computer equipment and other equipment necessary to carry out planning efforts. Maintain software and purchase necessary upgrades when beneficial to the MPO.

Task also includes conducting informational meetings, as well as public hearings, to obtain public input and feedback on ongoing activities. The Public Participation Plan, along with other pertinent documents maintained and developed by the Ames Area MPO are posted online at www.aampo.org. The Public Participation Plan will be evaluated for modifications to evolve with communication preferences as warranted.

The MPO staff will participate in conferences, seminars, meetings, and other training opportunities to remain familiar with the latest regulations and techniques related to the transportation planning field as provided by the Federal Transit Administration, Federal Highway Administration, American Planning

Association, Environmental Protection Agency, Iowa Department of Transportation, peer transportation planning organizations, and other agencies and professional organizations.

FY 2021 PRODUCTS

Product	Estimated Timeline			
Maintain records and files in accordance with retention requirements	Q1	Q2	Q3	Q4
Complete reports, surveys, and other materials as requested by Federal, State, or other governmental agencies	Q1	Q2	Q3	Q4
Carry out Annual Certification and all matters required of the certification	Q1	Q2	Q3	Q4
Administration of Transportation Planning Work Program	Q1	Q2	Q3	Q4
Monitor, coordinate, and implement performance measures into MPO planning processes as required by Federal and State regulation	Q1	Q2	Q3	Q4
Administer meetings of the Transportation Policy Committee and Transportation Technical Committee	Q1	Q2	Q3	Q4
Participation in regional and state-wide coordination meetings related to transportation planning	Q1	Q2	Q3	Q4
Marketing and outreach of MPO planning activities	Q1	Q2	Q3	Q4
Participate and organize conferences, trainings, and coordination meetings pertinent to transportation planning hosted by Federal, State, professional organizations, or other agencies	Q1	Q2	Q3	Q4

Task 2 – Transportation Improvement Program

OBJECTIVE

Develop and maintain a regional program of near-term projects that are consistent with the Ames Area MPO long range transportation plan.

PREVIOUS WORK

- Ames Area MPO FY 2019 – 2022 Transportation Improvement Program
 - Processed required amendments and administrative modifications in accordance with outline procedures
- Ames Area MPO FY 2020 – 2023 Transportation Improvement Program
 - Development and adoption of the FY 2020 – 2023 Transportation Improvement Program
 - Prepare resolutions supporting regional Iowa Clean Air Attainment Program (ICAAP) grant applications
 - Update the program to reflect the MPO’s compliance with the FAST-Act, with approved performance targets.
- Ames Area MPO FY 2021 – 2024 Transportation Improvement Program
 - Solicit and select list of local Surface Transportation Block Grant program (STBG) and Transportation Alternatives (STBG-TAP) projects for funding
 - Develop draft program document for committee review and public participation process

DESCRIPTION

The Ames Area MPO is responsible for developing the funding program of transportation projects which use Federal funds, utilize STBG-Swap funds, or are regionally significant. The MPO carries out a process for soliciting regional projects for the Surface Transportation Block Grant (STBG) and Transportation Alternatives program (STBG-TAP). The MPO also reviews regional projects seeking Iowa Clean Air Attainment Program (ICAAP) funds.

Projects which are awarded Federal funding, use STBG-Swap, or are regionally significant are included in the Transportation Improvement Program (TIP). The TIP is developed in coordination with local governments, the State of Iowa, and transit operators. Consistent with the Public Participation Plan, opportunities for public review and comments will be provided for all Transportation Policy Committee actions on the TIP. Coordination with the Iowa DOT Statewide Transportation Improvement Program (STIP) will also be undertaken.

FY 2021 PRODUCTS

Product	Estimated Timeline			
FY 2020 – 2023 Transportation Improvement Program				
Maintain program through processing formal amendments and administrative modifications as required	Q1	-	-	-
FY 2021 – 2024 Transportation Improvement Program				
Develop and adopt the program	Q1	-	-	-
Maintain program through processing formal amendments and administrative modifications as required	-	Q2	Q3	Q4
FY 2022 – 2025 Transportation Improvement Program				
Prepare resolutions supporting regional Iowa Clean Air Attainment Program (ICAAP) grant applications	Q1	Q2	-	-
Solicit and prioritize list of local "Transportation Alternatives" (TA) projects for funding	-	-	Q3	Q4
Solicit and select list of local "Surface Transportation Block Grant" program (STBG) projects for funding	-	-	Q3	Q4
Develop draft program document for committee review and public participation process	-	-	-	Q4

Task 3 – Comprehensive Planning

OBJECTIVE

Integrate transportation planning and land use planning for Ames Area MPO member jurisdictions.

PREVIOUS WORK

- Updated Safe Routes to School maps in 2019
- Attend Midwest Transportation Model user Group quarterly meetings
- Performed model analysis for potential development scenarios
- Prepared regional data for use in the Ames travel demand model
 - Processed parcel data and land use assignment

DESCRIPTION

Participate in regional activities which enhance the transportation network including data collection, collaboration with local transportation activities, technical assistance for member agencies, and other activities promoting a comprehensive approach.

FY 2021 PRODUCTS

Product	Estimated Timeline			
Prepare updates to the Safe Routes to School map as necessary in coordination with the Ames Community School District	Q1	-	-	-
Provide technical assistance to local cities in incorporating regional transportation planning goals and objectives into comprehensive, sub-area, capital improvement, and other local plans	Q1	Q2	Q3	Q4
Perform data collection and GIS data maintenance of community assets used in transportation planning analysis, including traffic and trail count data	Q1	Q2	Q3	Q4
Maintain travel demand model including trip generation, trip distribution, trip assignment, calibration, and validation	Q1	Q2	Q3	Q4
Develop travel demand model following the ISMS (Iowa Standardized Model Structure) architecture	Q1	Q2	-	-
Traffic signal synchronization review	Q1	Q2	Q3	Q4
Analyze potential alternative funding sources	Q1	Q2	Q3	Q4
Maintain and update the Regional ITS Architecture as necessary	Q1	Q2	Q3	Q4

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Task 4 – Transit Planning

OBJECTIVE

Enhance a coordinated, accessible, and efficient transit system.

PREVIOUS WORK

- Human service/transportation provider coordination meetings and plan updates
- Coordinated planning and meetings with human service organizations
- Safety Plan Development
- Equal Employment Opportunity (EEO) Program Monitoring
- Disadvantage Business Enterprise (DBE) Goals Development and semi-annual reports
- Transit Service Planning (i.e. route planning)
- Transit Management Analysis Planning (i.e. transit policies)
- Capital Planning
- Transit Asset Management (TAM) Plan (performance measures, annual narrative & performance targets updates)
- Title VI Program Update, Monitoring & Facility Equity Analysis
- MPO Planning Agreement update
- Bus Stop Planning & ADA Planning (i.e. bus shelters, automatic annunciators)
- Triennial Review Development

DESCRIPTION

Planning efforts will reflect prioritization of the following areas:

- Transit Agency Safety and Security Plan
- Transit Asset Management Plan, performance measures, annual narrative & performance target updates on an annual basis.
- Transportation Planning Work Program Development
- ADA Planning updates (Automatic Annunciators)
- Title VI Program and Limited English Proficiency (LEP) Plan Updates
- Disadvantaged Business Enterprise goals submission
- Triennial Federal review of compliance with Federal Transit Administration regulations
- Participation of transit operators in metropolitan and statewide planning
- Coordination of non-emergency human service transportation
- Planning for transit system management and transit services
- Make transit capital investment decisions through effective system planning
- Bus stop planning for future ADA improvements
- Technology planning (automatic annunciators, automatic passenger counters, etc.)
- Facility expansion analysis

This item involves transit planning issues related to land use and development issues, facility expansion analysis, ridership surveys and analyses, plans to manage transit agency in accordance to the Federal Transit Administration guidelines, and the study of fixed route transit services. Meetings will be held to

facilitate the locally developed coordinated public transit/human-services transportation plan to improve transportation services for the low-income, aging and disabled populations within the community. Efforts will concentrate on improving operating efficiencies of current services and eliminating gaps where and when transportation is not available. The transportation planner may conduct various planning and ridership studies throughout the year to ensure compliance with federal regulations.

FY 2021 PRODUCTS

Product	Estimated Timeline			
	Q1	Q2	Q3	Q4
Various transit plans, administration and audits of the following programs requiring annual certifications by the transit agency: Equal Employment Opportunity Program (EEO), Title VI Program, Limited English Proficiency (LEP), Disadvantaged Business Enterprise (DBE), Transit Asset Management Plan, CyRide Safety & Security Plan, Federal Audits/Reviews.	Q1	Q2	Q3	Q4
Update 2020-2023 Ames Area MPO Passenger Transportation Plan (PTP) as needed; monthly coordination of transit with various human & health service organization groups	Q1	Q2	Q3	Q4
Capital/Financial planning to analyze fleet and facility needs for five-year period.	Q1	Q2	Q3	Q4
Transit Service Planning for current/new services	Q1	Q2	Q3	Q4
Transit Management Planning of current/new policies	Q1	Q2	Q3	Q4
Long-term facility expansion studies	Q1	Q2	Q3	Q4
Bus stop amenities & technology planning	Q1	Q2	Q3	Q4
TAM performance targets and safety performance measures	Q1	Q2	Q3	Q4

Task 5 – Long Range Transportation Planning

OBJECTIVE

Provide framework for orderly, efficient growth of an integrated, multi-modal transportation network.

PREVIOUS WORK

- Update the plan as necessary to ensure compliance with transportation planning requirements
- Perform model analysis related to long range transportation projects and potential impacts on the regional network
- Conducted Issues and Visioning Public Workshop for the LRTP Update (2045 Horizon Year)
- Conducted Community Transportation Survey for the LRTP Update (2045 Horizon Year)
- Conducted Alternatives Workshop for the LRTP Update (2045 Horizon Year)
- Weekly coordination meetings with consultant for the LRTP Update (2045 Horizon Year)

DESCRIPTION

The 2040 Long Range Transportation Plan (titled: Ames Mobility 2040) became effective October 2015. To support activities of the Long Range Transportation Plan, the MPO will continue to monitor and update the plan as necessary. Both in support of the current plan and in anticipation of the update, plan elements will be monitored.

By October 2020, the Ames Area MPO will adopt an updated Long Range Transportation Plan. In this fiscal year, the MPO will conduct a substantial amount of the plan. The updated LRTP will extend the planning horizon year to 2045 and have significant updates to comply with FAST-Act performance-based planning requirements.

The LRTP update will include private consultant participation to complete the plan update.

FY 2021 PRODUCTS

Product	Estimated Timeline			
Update current plan, as necessary, to ensure compliance with transportation planning requirements	Q1	Q2	Q3	Q4
Coordinate planning effort with area stakeholders and agencies	Q1	Q2	Q3	Q4
Develop draft LRTP chapters	Q1	-	-	-

FY 2021 BUDGET SUMMARY AND FUNDING SOURCES

Work Hours Summary

Activity	Agency Responsible	Staff Hours
1. Administration	AAMPO	640
2. Transportation Improvement Program	AAMPO	220
3. Comprehensive Planning	AAMPO	460
4. Transit Planning	AAMPO	820
5. Long Range Planning	AAMPO	1,000 – AAMPO staff 2,500 – Consultant

Budget Summary

Activity	Total Cost	Total Local Match	Federal Funds						
			Total Federal Amount	FTA 5305d New	FTA 5305d C/O	FHWA STBG New	FHWA STBG C/O	FHWA PL New	FHWA PL C/O
1 - Admin	\$35,000	\$7,000	\$28,000	\$ -	\$ -	\$ -	\$ 6,655	\$7,548	\$13,797
2 - TIP	\$12,000	\$2,400	\$9,600	\$ -	\$ -	\$ -	\$ 2,282	\$2,588	\$4,730
3 - Comp	\$25,000	\$5,000	\$20,000	\$ -	\$ -	\$ -	\$ 4,753	\$5,392	\$9,855
4 - Transit	\$45,000	\$9,000	\$36,000	\$15,092	\$20,908	\$ -	\$ -	\$ -	\$ -
5 - LRTP	\$376,718	\$75,344	\$301,374	\$ -	\$ -	\$ -	\$71,631	\$81,244	\$148,499
Total	\$493,718	\$98,744	\$394,974	\$15,092	\$20,908	\$ -	\$85,321	\$96,772	\$176,881

Table of Unobligated Planning Funds

	FTA 5305d New	FTA 5305d C/O	FHWA STBG New	FHWA STBG C/O	FHWA PL New	FHWA PL C/O	TOTAL
Starting Available Balances Programmed	\$36,445	\$20,908	\$ -	\$85,321	\$101,897	\$176,881	\$421,452
	\$15,092	\$20,908	\$ -	\$85,321	\$96,772	\$176,881	\$394,974
Unobligated Federal Funds	\$21,353	\$ -	\$ -	\$ -	\$5,125	\$ -	\$26,478

REVISIONS TO THE WORK PROGRAM

The work program is developed annually, however, can be amended at any time throughout the life of the document. The following section outlines the process to be used to amend the work program.

MPO Approval Process

The Ames Area MPO Transportation Policy Committee is the designated body to approve the scope and budget of the Transportation Planning Work Program. The Transportation Policy Committee will consider adoption of the original program as well as all amendments in accordance with the Public Participation Plan.

Agency Approval Requirements

All work program changes require prior written Federal approval, unless waived by the awarding agency. The following table denotes the approving agency for various changes to work programs.

Revision type	Approving Agency
Request for additional Federal funding	Federal
Transfer of funds between categories, projects, functions, or activities which exceeds 10 percent of the total work program budget when the Federal share of the budget exceeds \$150,000	Federal
Revision of the scope or objectives of activities	Federal
Transferring substantive programmatic work to a third party (consultant)	Federal
Capital expenditures, including the purchasing of equipment	Federal
Transfer of funds allotted for training allowances	Federal
Transfer of funds between categories, projects, functions, or activities which do not exceed 10% of the total work program budget, or when the Federal share of the budget is less than \$150,000	Iowa Department of Transportation
Revisions related to work that does not involve Federal funding	Ames Area MPO

All necessary TPWP approvals are required to be in place prior to the commencement of activity, purchasing of equipment, or request for reimbursement. As it relates to procurement of equipment and services, there should be no notification of award, signed contract, placement of an order, or agreement with a contractor prior to receiving the necessary approval.

All revision requests should be submitted electronically to the Iowa DOT Systems Planning Bureau and the agency's District Planner. Documentation for the revisions shall include the following:

- A resolution or meeting minutes showing the revision's approval
- Budget summary table with changes highlighted/noted
- Modified section(s) of the plan's work elements with changes highlighted/noted

If all necessary information is provided, the request will then be forwarded to the Federal Highway Administration and Federal Transit Administration for review and any necessary approvals. Notification by the approving agency will be in writing.

Revision requests shall, at a minimum, include:

- A resolution or meeting minutes showing the approval of the revision
- Budget summary table with changes highlighted/noted
- Modified section(s) of the plan's work elements with changes highlighted/noted

FEDERAL REVISION APPROVAL

Revisions where FHWA/FTA is the designated approving agency shall require written approval by FHWA/FTA prior to commencement of activity, purchasing of equipment, or request for reimbursement.

IOWA DOT SYSTEMS PLANNING BUREAU REVISION APPROVAL

Revisions where the Iowa DOT Systems Planning Bureau is the designated approving agency shall require written approval by the Iowa DOT Systems Planning Bureau

prior to commencement of activity or request for reimbursement.

AMES AREA MPO REVISION APPROVAL

Revisions where the MPO is the approving agency shall be approved by the Policy Board.

COST ALLOCATION PLAN

The local match for salaries and other expenses is a part of the City of Ames Program Budget adopted by the City of Ames City Council for all personnel and associated expenses. Costs billed will be for those specified. The main source of local-match funds will come from the City of Ames Road Use Tax allocation. New FY 2021 funds have been combined with the carryover amounts for expense allocations. Carryover funds will be used first before new allocations. The Ames Area MPO does not charge indirect costs.

APPENDIX

- A. Self- Certification of Procurement and Consultant Selection Procedures
- B. Transportation Policy Committee Meeting Minutes

SELF-CERTIFICATION OF THE MPO PLANNING PROCESS

AMES AREA METROPOLITAN PLANNING ORGANIZATION ANNUAL SELF-CERTIFICATION

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

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

For AAMPO:



John Haila, Chair
Transportation Policy Committee

3-24-2020
Date

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

AMES, IOWA

MAY 12, 2020

CALL TO ORDER: Mayor John Haila called the Regular Meeting of the Ames City Council, which was being held electronically, to order at 6:00 p.m. with the following Council members participating: Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and David Martin. *Ex officio* Member Nicole Whitlock was also present.

Mayor Haila announced that it is impractical to hold an in-person Council meeting due to the Governor of Iowa declaring a public health emergency because of the COVID-19 pandemic. Therefore, limits have been placed on public gatherings, and this meeting is being held as an electronic meeting as allowed by Section 21.8 of the *Iowa Code*. The Mayor then provided how the public could participate in the meeting via internet or by phone.

PROCLAMATION FOR “PEACE OFFICERS’ MEMORIAL DAY”: Mayor Haila proclaimed May 15, 2020, as “Peace Officers’ Memorial Day,” in honor of the federal, state, and municipal officers who have been killed or disabled in the line of duty. This is done in recognition of the service given by the men and women who, night and day, stand guard in our midst to protect us through enforcement of our laws. Police Commander Jason Tuttle thanked the Mayor and the Council for the Proclamation. The Police Department is thankful for the support of the community and honored to serve the City of Ames. It was mentioned that in 2015, staff was able to travel to Washington D.C. with Sergeant Howard Snider’s wife and daughter to celebrate his service. Sergeant Snider’s name has been inscribed on the National Law Enforcement Officers’ Memorial wall. Commander Tuttle commented that the Police Department is thankful for everything the community does to support the department and thankful for all the officers and their families for all they do to support the community.

PROCLAMATION FOR “NATIONAL PUBLIC WORKS WEEK,”: May 17 through May 23, 2020, was proclaimed as “National Public Works Week” by Mayor Haila. He urged all citizens to join with representatives of the American Public Works Association and government agencies in paying tribute to the public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

CONSENT AGENDA: Mayor Haila requested to pull Item No. 8: Resolution approving appointment of *ex officio* student liaison to City Council for further discussion.

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

1. Motion approving Minutes of Special Meeting held April 21, 2020, and Regular Meeting held April 28, 2020
2. Motion approving Report of Change Orders for April 16 - 30, 2020
3. Motion approving new 12-month Class E Liquor License with Class C Beer Permit and Sunday Sales - HyVee Gas #5018, 636 Lincoln Way
4. Motion approving Class E Liquor Ownership Change for Walgreens #12108, 2719 Grand

- Avenue
5. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Special Class C Liquor License with Outdoor Service - Octagon Center for the Arts, 427 Douglas Avenue
 - b. Class B Liquor License with Catering Privilege and Sunday Sales - Gateway Hotel and Conference Center, LLC, 2100 Green Hills Drive
 6. RESOLUTION NO. 20-225 approving the Police Department's application to and participation in the Department of Justice Bulletproof Vest Partnership Program
 7. RESOLUTION NO. 20-226 approving application for grant funding under 2020 Department of Justice Bureau of Justice Coronavirus Emergency Supplemental Funding Program and authorizing acceptance of Grant, should it be awarded
 8. RESOLUTION NO. 20-227 approving waiver of the City's Purchasing Policy requirement for formal bidding procedures and extension of engagement with Ahlers and Cooney, P. C., of Des Moines, Iowa, for legal services related to application of *Iowa Code* Chapter 20 in an amount not to exceed \$15,000
 9. RESOLUTION NO. 20-228 temporarily waiving requirements of Ames Municipal Code Section 26A.3(1)(b) to allow the President of the Iowa State University Student Government to appoint a Transit Board Trustee
 10. Extension of contract with Habitat for Humanity for the sale of 3305 Morningside Street:
 - a. RESOLUTION NO. 20-229 approving Second Amendment to Agreement between the City and Habitat for Humanity of Central Iowa, Inc., for purchase and new construction of property
 11. RESOLUTION NO. 20-230 renewing contract for FY 2020/21 Custodial Services for the Ames Public Library with ABM of Des Moines, Iowa, in the amount of \$90,509.40
 12. RESOLUTION NO. 20-231 approving renewal of contract for Professional Services for Power Plant Fire Risk Mitigation with Burns & McDonnell of Chesterfield, Missouri, in an amount not to exceed \$50,000
 13. RESOLUTION NO. 20-232 approving renewal of Emissions Testing Services contract with C.E.M. Solutions Inc., of Hernando, Florida, in an amount not to exceed \$33,000
 14. Specialized Wet Dry Vacuum, Hydro Blast, and Related Cleaning Services for the Power Plant:
 - a. RESOLUTION NO. 20-233 approving renewal of contract with HTH Companies, Inc., of Union, Missouri, for Specialized Wet Dry Vacuum, Hydro Blast, and Related Cleaning Services for the Power Plant in the amount not to exceed \$145,000
 - b. RESOLUTION NO. 20-234 approving contract and bond
 15. RESOLUTION NO. 20-235 approving contract and bond for Boiler Tube Spray Coating and Related Services and Supply
 16. RESOLUTION NO. 20-236 accepting completion of Chemical Storage Floor Repair for Electric Services
 17. RESOLUTION NO. 20-237 accepting completion of Unit No. 8 Boiler Feedwater Pump Repair
 18. RESOLUTION NO. 20-238 approving Final Plat for 1499 South Dayton Avenue (Wheelock

Corner Subdivision)

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

APPOINTMENT OF *EX OFFICIO* STUDENT LIAISON TO CITY COUNCIL: Mayor Haila mentioned that he had pulled this item to take a moment to thank *ex officio* Devyn Leeson for his time serving on the Council. He appreciated the efforts of *ex officio* Leeson with setting up the joint Student Government/Council meetings and his participation in the Council meetings. *Ex officio* Leeson stated that he appreciated the help of the Mayor and the Council and it had been an honor working with them. Mr. Leeson stated he hoped he was able to positively impact students with giving direction on the issues that students had experienced an interest. He is fully supportive of the new *ex officio* Nicole Whitlock and is excited to see what she can bring to the Council over the next year.

Mayor Haila commented that he would like to have Mr. Leeson come back to a City Council meeting so the Council can officially say good-bye when the Council is back in regular session.

Moved by Beatty-Hansen, seconded by Betcher, adopting RESOLUTION NO. 20-224 approving appointment of *ex officio* student liaison to City Council. Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PUBLIC FORUM: Troy Rutter, 2614 Melrose Avenue, Ames, explained that he wanted to thank the City Council. He is a member of the Ames Commission on the Arts (COTA), and at the last meeting there was a unanimous vote to approve the reimbursement for the agencies that were not able to draw down its funds for FY 2019/20. The funds were needed and appreciated by COTA and the rest of the agencies.

Terry Potter, 608 Douglas Avenue, Ames, stated he was calling on behalf of A Mid-Iowa Organizing Strategy (AMOS). They are aware that the State of Iowa received a block grant for \$1.2 billion and they have an interest in knowing what funds will come their way and asked if there has been any thought as to how the City will spend those funds. Mayor Haila asked Mr. Potter if he was aware of Item No. 30 on the Agenda, Mr. Potter noted that he was.

HEARING ON 2019/20 ASPHALT STREET PAVEMENT IMPROVEMENTS (14TH AND 15TH STREET): [CONTINUED FROM MARCH 24, 2020]: Municipal Engineer Tracy Warner stated that she and Engineer Dean Sayre were on the phone. She noted that staff started walking the neighborhood last fall to access the conditions of the street, curb, and infrastructure. It was common during that time for the residents to come out and talk with them and have an informal conversation. The formal process was started with a letter that went out to residents in January 2020, and was followed by a formal project informational meeting. The project informational meeting was an open house. Ms. Warner explained they had a large display board that showed the potential sidewalk infill at this location. Another board showed the pavement improvements. It was noted that 154 households (in the 14th and 15th Street area) were invited to the open house and had six people were

present at the meeting. At the open house, they discussed the construction phasing, scheduling, sidewalk infill, and improvements around the community. Staff brought the feedback received from the open house to the Council meeting on February 25, 2020. During the City Council meeting, staff was directed to achieve connectivity on a least one side of the street for both 14th and 15th Streets. After the City Council meeting, staff attempted door-to-door contact with residents to inform them of the additional sidewalk infill, the impact on the trees, and the proximity to the houses. Some residents wanted the infill to be as far away from the houses as possible, while others were in support of the infill. Of the 37 households, feedback was received from 17. An email that staff received today stated that in the Council Action Form, it stated that 11 homes were against the infill, but the email wanted to clarify that ten homes were against the infill, four were supporting the infill, and three were neutral. On March 24, 2020, City Council received the report of bids regarding the revised project and delayed the public hearing for the award of contract until May 12, 2020, to allow for additional public input.

Council Member Gartin inquired if it was possible to display a picture of the area that they are discussing to show the streets and sidewalks. Mr. Gartin asked if Ms. Warner could point out on the map the streets that are going to be impacted. He stated that they are going to be talking about two different topics tonight: the process and the substance, and wanted Ms. Warner to speak about the outreach on this project opposed to how outreach is done on other projects. Mayor Haila commented that Ms. Warner mentioned earlier the process staff had gone through and inquired what additional information Mr. Gartin wanted clarified. Mayor Haila stated that this item is to talk about awarding the base bid and Alternate 1 or just the base bid. He noted that the Council had received a lot of emails about the process, but would prefer not to talk about the process. The main discussion is whether the sidewalks will or will not be included in this project. Mr. Gartin explained that citizens have expressed a great deal of concern about the way the City does something. The Council can choose to ignore those concerns or address them, and he thought with the tension that this project has had it would be appropriate to give more information. Council Member Gartin commented that he thought the outreach that was done went above and beyond, but will defer to the Mayor's decision and withdraw his question. Mayor Haila explained that his primary concern is that they will get wrapped up in the discussion of the process and not move forward with discussing the project. Mayor Haila pointed out that he wanted to be very clear that any personal attacks on individuals will result in someone being muted.

Ms. Warner pointed out that the green lines on the map are the existing sidewalks while the orange lines are where the new sidewalk infill will go. On 14th and 15th Streets, the new sidewalk infill will be on the south side.

Council Member Betcher commented that she had one question regarding the 14th Street part of the project, as some people may be wondering why the City did not choose to complete the north side, which is where infill was done last year. She asked if Ms. Warner could briefly talk about that. Ms. Warner stated that if they did infill on the north side, it would have impacted a very large number of trees compared to the south side. With the input from the neighbors, looking at the trees, and vegetation, the connectivity on the south side made the most sense. Mayor Haila asked for Ms.

Warner to discuss the south side of 15th Street. Municipal Engineer Warner explained that there are a significant number of mature trees on a couple of the properties. She explained that connectivity was the goal and not necessarily a straight line, and pointed out that on 14th Street, the sidewalk is more off the curb than the property line. Ms. Warner pointed out the new sidewalks on 14th and 15th Street and said that staff tried to move the sidewalks to maximize the property.

Mayor Haila asked Ms. Warner to comment on how the outreach process was different for this project opposed to other projects. Ms. Warner noted that the process was basically the same. There were a lot more questions and emails regarding this project. Mayor Haila wanted to clarify what the standard protocol is for installing sidewalks in neighborhoods. It was noted that the goal is always connectivity.

Mayor Haila declared to continue the hearing that was opened on March 24, 2020, and opened public comment. The Council had received a lot of emails from citizens and there has been an ongoing dialog with some people. He wanted to let the public know that they are welcome to offer input, but the Council wants to understand their reasons for or against the project. He noted that the majority of the comments have been about the sidewalks and not the actual street work. In the event there are personal attacks against anyone; the person will be muted and not able to finish speaking.

Robert Folkmann, 1326 Burnett Avenue, Ames, stated that from Burnett to Kellogg there are not even ten people a day who use the street. Mr. Folkmann explained that he is opposed to the sidewalks as it will increase his snow shoveling and the sidewalk will be closer to the curb. He noted that he would also lose a tree and would prefer a shared street option. Mr. Folkmann mentioned there is not a lot of traffic on the street except the homeowners who go into the alley to their garage. He felt it would be a waste of money to put in the sidewalks as there is nowhere for anyone to go.

Merlin Pfannkuch, 1424 Kellogg Avenue, Ames, stated that half of his comments are regarding the process and the other half policy. He didn't understand why the Mayor wanted to compare how outreach was done for this project compared to previous outreach. Mr. Pfannkuch noted the Council Action Form clearly stated that this is the first project that is being analyzed under the Complete Streets Plan. He stated the Complete Streets Plan outlines a good procedure, but once again the City is not following the Plan. The Complete Streets Plan sets up a procedure where a project like this one is discussed by a committee before going to the Council. He thought that process would have helped with this project. Mr. Pfannkuch mentioned that having sidewalks will forever change their neighborhood, and he would like that to be considered. He spoke about the fact that only half of the Council came out to tour the neighborhood, and he also noted that when Council Members Betcher, Beatty-Hansen, and Corrieri came out and did a wheelchair tour, it came very close to pushing the Open Meetings Law. Only one other Council member would have to be convinced if they had discussed the need for connectivity at that point. It was still confusing to Mr. Pfannkuch as to why the City Council would vote for the sidewalks when staff did not recommend sidewalks back in February. He noted that 14 intersections are in the area and no one will ever use the sidewalks. Mr. Pfannkuch stated the street is safe for a motorized wheelchair, and there are numerous other sidewalks that need repaired. He would prefer the funds to be used for those. He asked that the

Council withdrawal the sidewalks from this project.

Council Member Betcher asked to clarify what Mr. Pfannkuch said about the Council doing the wheelchair walk. She explained that Council Member Beatty-Hansen, Corrieri, and she did not do the wheelchair walk at the same time, and they did not talk to each other about it.

Brett McLain, 1431 Douglas Avenue, Ames, stated he lives on the corner of Douglas and 15th Street. He explained that on the blueprints it looked like the sidewalk was going to go around a tree. Mr. McLain mentioned he wanted to thank the Council for taking the time to talk with him and for coming out to the neighborhood. He felt that the conversations with the community were one of the last things being done for this project when it should have been the first. Mr. McLain stated that the sidewalk location, from his understanding, is six feet from the curb to the houses, which would cause a snow removal issue. The snow is going to land right on the sidewalk as there are zero barriers, and plows will push the snow right onto the sidewalks. He believed this will be a big problem for the residents of the neighborhood. Mr. McLain commented that he is opposed to having the sidewalks and opposed that the neighborhood got to provide their input last. Mayor Haila asked for clarification on Mr. McLain's earlier question. Mr. McLain stated his question was about where the sidewalk was going as it showed it curved.

Municipal Engineer Warner explained that when staff was in the area, they did talk with the McLains, and they had a strong preference to have the sidewalks be as far away from their house as possible, even if it meant removing a tree. The plan does go along the backup curb, removes the tree, and then it will need to jut at the intersection to meet up with the intersection. Regarding the sidewalk being close to the curb, it had previously been done in the North Dakota area and a few other areas of the city.

Council Member Beatty-Hansen stated she understands the arguments for this neighborhood, but the need to have sidewalks where there are not currently any is a broader issue, and this is about having connected routes in the transportation system. She anticipated that any time the City wants to add sidewalks where there currently aren't any, people will not like that. The concern for snow removal is understandable as she must deal with it herself. Her concern is about the transportation system in general and the benefit to the network being made outweighs the cons. Ms. Beatty-Hansen pointed out that the Council has been going after sidewalk gaps without any problems. She would love to have a prioritized list of sidewalk gaps and have the Council go after them.

Council Member Betcher explained that she would agree with Council Member Beatty-Hansen about the transportation network. She noted that she will not elaborate much as there is a lengthy email from her in the Council packet that explains her rationale. Ms. Betcher noted that one of their new Council values is inclusivity, and creating accessible pathways is one of the means to make the community more inclusive. She hesitated to state that everything had been done perfectly during the process, but thought the process had been followed in the way it should have been followed. There had not been any lack of access to the Council Members as they have received a lot of emails regarding both sides of the issues. Ms. Betcher commented that the Council should return to the

Complete Streets Plan and look at the 22% of the project rule, but she does not see that pertains to this vote. She is sympathetic to the neighborhood, but was voted into office to try and make good decisions for the community, and sometimes what she believes is good for the community may not be viewed as good for one or two streets or a smaller neighborhood within a community.

Mayor Haila asked Ms. Warner to comment on the Complete Streets Plan and what it entails. Ms. Warner noted that Traffic Engineer Damion Pregitzer was on the line and could address the Complete Streets Plan.

Traffic Engineer Pregitzer stated that the Complete Streets Plan was adopted last year. This project is one of the first projects where they have been able to apply the Plan. He noted that one of the things he had heard about during the 14th and 15th Street process is that some people look at the Plan and try to apply it as if it was a hard-ridged standard. Mr. Pregitzer explained that one of the right context ways to look at the Plan is as a framework to discuss mobile priorities on the street. Originally the plan for 14th and 15th Street was to apply sidewalks to both sides of the street. During discussions to figure out what to comprise and find a middle ground, staff came up with the plan that is being presented. He stated, when looking at the Complete Streets Plan, the best thing regarding the process was that staff followed the process to find out what was missing from the street and how to make incremental improvements. Mr. Pregitzer explained they need about two to three construction seasons or more before they can make amendments to the Complete Streets Plan.

Mayor Haila pointed out to the Council that the award amount on the Agenda was incorrect as it was listed as \$774,662 when it should have been \$774,662.19.

Moved by Beatty-Hansen, seconded by Corrieri, to adopt RESOLUTION NO. 20-239 approving the final plans and specifications and awarding the 2019/20 Asphalt Street Pavement Improvements (14th Street and 15th Street) project contract to Manatt's Inc., of Ames, Iowa, in the amount of \$774,662.19.

Council Member Martin stated that a lot of what had been said resonated with him, and he understands that having this kind of change right next to your property is challenging and hard. He is sympathetic, but his decision is being driven as much by the people who might live in this area 50 years from now.

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

HEARING ON STEAM TURBINE NO. 8 PARTS PROCUREMENT: The Mayor opened the public hearing and closed it after there was no one wishing to speak. Moved by Betcher, seconded by Corrieri, to accept the report of bids and delay the award for the Steam Turbine No. 8 Parts Procurement. Vote on Motion: 6-0. Motion declared carried unanimously.

HEARING ON 2019-20 MULTI-MODAL ROADWAY IMPROVEMENTS: The public hearing

was opened by the Mayor. He closed the hearing after no one asked to speak.

Moved by Beatty-Hansen, seconded by Betcher, to adopt RESOLUTION NO. 20-240 approving the final plans and specifications and awarding a contract to Iowa Plains Signing, of Slater, Iowa, in the amount of \$244,105.80.

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

HEARING REGARDING VACATING INGRESS-EGRESS EASEMENT AT 2500 SE 16TH STREET: Mayor Haila declared the public hearing opened. He declared it closed after there wasn't anyone wishing to speak.

Moved by Martin, seconded by Betcher, to adopt RESOLUTION NO. 20-241 approving the vacation of an Ingress-Egress Easement at 2500 SE 16th Street.

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

HEARING REGARDING VACATING STORM WATER RETENTION EASEMENT ACROSS PORTIONS OF 2ND, 3RD, 4TH, AND 5TH ADDITIONS OF DAYTON PARK SUBDIVISION: The Mayor opened the public hearing and closed it after there was no one wishing to speak.

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 20-242 approving the vacation of the storm water retention easement across portions of the 2nd, 3rd, 4th, and 5th Additions of Dayton Park Subdivision.

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

HEARING REGARDING EXTENSION OF INDUSTRIAL TAX EXEMPTION ORDINANCE: City Attorney Mark Lambert stated that the Ordinance had been adopted numerous times and this hearing is to renew the Ordinance for another ten years.

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

Moved by Betcher, seconded by Corrieri, approving the first passage of an ordinance extending the Industrial Tax Exemption Ordinance until 2030. Roll Call Vote: 6-0. Motion declared carried unanimously.

HEARING ON ZONING TEXT AMENDMENT RELATING TO TRASH AND RECYCLING COLLECTION AREAS IN COMMERCIAL ZONES: Mayor Haila declared the public hearing opened. He declared it closed after there wasn't anyone wishing to speak.

Moved by Betcher, seconded by Beatty-Hansen, to pass on first reading an ordinance relating to trash

and recycling collection areas in Commercial Zones. Roll Call Vote: 6-0. Motion declared carried unanimously.

KINGSBURY'S SUBDIVISION, THIRD ADDITION (315 SE 3RD STREET): Planning and Housing Director Kelly Diekmann noted that on the Council Action Form it stated that staff was waiting on receiving signed documents. He explained those documents have now been received.

Moved by Martin, seconded by Gartin, adopting RESOLUTION NO. 20-243 approving the Development Agreement related to dedication of right-of-way and future street improvements. Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

Moved by Martin, seconded by Corrieri, adopting RESOLUTION NO. 20-244 approving the waiver of construction of SE 3rd Street paving and storm sewer improvements. Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

Moved by Martin, seconded by Corrieri, adopting RESOLUTION NO. 20-245 approving the Final Plat for Kingsbury's Subdivision, Third Addition (315 SE 3rd Street). Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

SECOND SUBSTANTIAL AMENDMENT TO CDBG 2019/20 ANNUAL ACTION PLAN: Housing Coordinator Vanessa Baker-Latimer stated this item is authorizing her to draft a Second Amendment to the Annual Action Plan regarding the City receiving COVID-19 money through the CARES Act. The City received a special allocation of Community Development Block Grant (CDBG-CV) funds in the amount of \$354,515. The funds came before any guidelines were put in place. On April 9, 2020, she received direction from the Department of Housing and Urban Development (HUD) to proceed with amending the current Action Plan. Some waivers were applied to the funding, and one of those was to reduce the comment period from 30 days to five days. Another waiver was to remove the 50% cap on public services; normally they couldn't spend more than 50% of the allocation on public service. No further guidance has been received from HUD.

Ms. Baker-Latimer stated that they started the process by having a five-day public comment period. Ads were run in the newspaper, social media posts were done, emails were sent out to a lot of the public, Zoom meetings were held with Human Service agencies, meetings with lenders, spoke with landlords, and she had reached out to Mary Greeley Medical Center and McFarland Clinic. She commented that she tried to reach out to as many people as she could due to the short comment period. It was pointed out that Attachment 3 in the Council Action Form showed all the comments that were received. One major caveat to the CDBG-CV funds is that Ms. Baker-Latimer will need to create a Duplication of Benefits (DOB) policy. Although HUD has not finished defining what DOB will mean, staff has received some guidance stating they can't duplicate other federal, state, or local funding that may go towards the same type of activities. The City of Ames, other

entitlements in Iowa, and the State are working together to create some guidelines to help create a policy that would hopefully meet the guidance they have not yet received. It was noted that the CDBG-CV fund will be heavily audited regarding the DOB and how funds are being distributed and determined.

Staff is proposing to utilize the CDBG-CV funding to accomplish two programs: 1) COVID-19 Renters Relief Assistance (Rent, Utilities), the guidelines for the income level is still at 80% or below, and 2) COVID-19 Homeowners Relief Assistance (Mortgage, Utilities). Ms. Baker-Latimer stated that the Renters' Program is something the City has done in the past, and she is trying to stay in the same parameters for that program. The Homeowners Relief Assistance has not been done before by the City, but they have done something similar when they helped homeowners with down payments or closing costs. It was mentioned that June 9, 2020, will be the date of the public hearing. Nothing has been finalized, but in order to stay ahead of the curve, she asked the Council to approve the Amendment.

Council Member Gartin wanted to know why Ms. Baker-Latimer sensed the needed relief for renters and homeowners. Ms. Baker-Latimer stated when speaking with landlords and several agencies there have been several people who have lost their jobs and some that qualified for unemployment and some who did not qualify. Landlords are concerned about tenants getting behind on rent; there had been a moratorium placed on evictions for renters and homeowners. The process is stacking up for people who don't have any resources. When speaking with utility companies, they are starting to see an increase in unpaid utility bills.

Housing Coordinator Baker-Latimer wanted to point out that there is a lot of funding that will be coming out for COVID-19 Cares Act. One program that the Ames Human Services agencies will be eligible for is the Emergency Shelter Grant; where \$9.5 million will be available to the State of Iowa. Emergency Shelter will be one program that she will have to look at to avoid Duplication of Benefits on the CDBG side.

Mayor Haila stated that they had a comment earlier from Terry Potter with A Mid-Iowa Organizing Strategy (AMOS), and wanted to know if AMOS had been in contract with Ms. Baker-Latimer. Ms. Baker-Latimer stated that Mr. Potter was referring to an email that she had received about Congress setting aside around \$5 billion for the CARES Act, and this is going to be rolled out in three rounds. The first round was the CDBG funds and the second round will be coming out soon; which will be about \$1 billion in funds that are going to be directly sent to the State. The State gets the option to allocate the funds to either the non-entitlement communities, or the entitlement communities, with approval from HUD. The State of Iowa received \$9.5 million under the second round of funding. At this time it is unknown how the State will distribute the funds. The second round of funding will be to help with public health needs, economic housing and market disruptions, and the risk of transmission of COVID-19.

Mayor Haila inquired in Alternative 1 of the Staff Report if there would be any additional public input besides the June 9, 2020, public hearing. Ms. Baker-Latimer explained that she will draft what

the program guidelines will look like and the eligibility criteria, it will then go out for the five-day public comment period, and then the public hearing will be held on June 9, 2020. She commented that there will be more time for public comment, and she may have to ask for an extension depending on when the guidelines are given.

Mayor Haila commented that the funds were split 50/50 between the Renters and Homeowners Relief Assistance. He wanted to know if this was based on what Ms. Baker-Latimer had seen as an equal need. She noted that it is the anticipated need, but if there were funds left over from either side, they may be able to reallocate the money. Housing Coordinator Baker-Latimer stated she would need to find out if the funds were not utilized what the process for her would be. Mayor Haila asked if the Council would be locked into the two programs being recommended tonight. Ms. Baker-Latimer stated they would not be until the public hearing on June 9, 2020.

Moved by Corrieri, seconded by Gartin, to adopt RESOLUTION NO. 20-246 setting the date of June 9, 2020, as the date of public hearing.

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

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 20-249 directing staff to draft a Second Substantial Amendment to the City's CDBG 219-20 Annual Action Plan to incorporate a special allocation of CDBG CARES Act funding in the amount of \$354,515 to implement a COVID-19 Renters Relief Assistance Program (Rent, Utilities) and a COVID-19 Homeowners Relief Program (Mortgage, Utilities).

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

REVISIONS TO THE SMART ENERGY REBATE PROGRAM: Energy Services Coordinator Kayley Barrios-Lain commented that she was available to answer any questions.

Mayor Haila stated that in the Council Action Form, it notes that one of the concerns for the electric vehicle charging is that the City doesn't want to encourage citizens to be driving home and charging their vehicles at a peak part of the day. He inquired about the proposed charger rebate amount and had two questions: 1) is the charger required to be programmable and 2) is the rebate amount low compared to other cities.

Ms. Barrios-Lain was disconnected from the meeting.

Mayor Haila recessed the meeting at 7:44 p.m., and reconvened it at 7:50 p.m.

Ms. Barrios-Lain rejoined the meeting and explained that the charge must be programmable to receive the rebate, but most of the Level 2 chargers are programmable. She mentioned that in the last Electric Utility Operations Review & Advisory Board (EUORAB) meeting, it was agreed to increase the rebate amount to \$250, and in the Council Action Form, it should have been listed as \$250.

Council Member Gartin stated that this Council is very interested in improving the global climate footprint and greenhouse gases, etc., and wanted to know if Ms. Barrios -Lain had a sense of what impact this program may have on lowering the carbon footprint. Ms. Barrios-Lain stated that the important data point to the question is the emissions factor of the electricity that they are currently serving to the customers, and that staff is currently working on calculating in the greenhouse gas inventory. They only have preliminary numbers right now. They do know that the emissions from an electric vehicle are lower than the emissions from a gasoline vehicle, but they are trying to calculate how much more.

Mayor Haila opened public input, and when no one spoke up, public input was closed.

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 20-247 approving the revisions to the Smart Energy Rebate Program, as corrected.

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

ALTERNATE BIKE ROUTES FOR 2019/20 ARTERIAL STREET PAVEMENT IMPROVEMENTS (13TH STREET FROM WILSON AVENUE TO DUFF AVENUE): Council Member Beatty-Hansen explained that an email was received about the potential of putting paint on the alternative routes (9th and 16th Street) and wanted to know if this was listed in part of the plan somewhere. Public Works Director John Joiner stated that may be done in the future, but at this time staff is just trying to find alternate routes. Staff will be doing signage and pavement marking, where appropriate, to designate the streets indicating that motorists and bicyclists should share the street. Due to all the on-street parking on the majority of the streets, staff is going with the shared facilities, rather than removing on-street parking. Council Member Beatty-Hansen inquired about the timeframe of when the larger decisions will be made or considered, i.e., removal of on-street parking. Director Joiner stated that the streets in the report were identified in the Long-Range Plan to be shared facilities, rather than to have a dedicated on-street bike lane facility. Following that guidance, they will see if it works well and then it will be by future Council direction or the Long-Range Plan.

Council Member Gartin stated that staff has worked with the Ames Bicycle Coalition (ABC), and wanted to know how staff had interfaced with ABC as part of the decision-making matrix. Mr. Joiner explained they try to stay in regular communication with ABC, and on this project, staff met with three representatives in person, before COVID-19, but have continued to have virtual meetings. ABC was supportive in designating 9th and 16th Street as alternative parallel routes.

Council Member Martin mentioned he noticed that part of the bike path goes through the cemetery and inquired if it would be permissible to use the path at night or whether the cemetery closes at times. Director Joiner commented that the main route to get from 9th Street to 13th Street will likely be Maxwell Avenue. There is a potential to meander through the northern part of the cemetery to connect to 13th Street, but right now, staff is looking at Maxwell. Mr. Joiner noted that staff realizes that once Maxwell does reach 13th Street, there is a two-block gap. They want to give citizens coming from the south a route to try to get to the 13th Street area. Council Member Martin questioned

whether the path going through the cemetery is currently a possible path. John Joiner verified that was correct.

Mayor Haila opened public comment.

Kelly Welch-Wingate, 1117 Wilson Avenue, Ames, explained that she did send an email yesterday and appreciated the Council asking her questions and getting the answers. She noted that overall she believes it made sense to do the diversion from 13th Street and doesn't think many cyclists would be comfortable with bike lanes on 13th Street with the speed of traffic. Ms. Welch-Wingate stated there was supposed to be allocated a specific bicycle facility on 13th Street and using some markings and signage to designate an alternate path. If you think about what is coming on 13th Street by the pool there are very nice wide off-road facilities that parents might let their kids go on, but then you get to Northwestern and you would not want to bring your child along this path with all the parked cars on the road and at certain times of the day, is a lot of traffic. She noted that 9th Street from Northwestern over to Grand Avenue is very nice and doesn't have a lot of traffic. It was noted that the section between Grand Avenue and Duff Avenue is similar to Northwestern: the parked cars don't poke out into the road, but the lanes are narrow. The other side of Duff Avenue is a good road for shared use, but the route going from Maxwell to 13th Street you come to a dead end. Ms. Welch-Wingate mentioned that going through the cemetery would be okay, but not sure if the community would appreciate having a bike path going through where their loved ones are buried. The section by the maintenance facility is gravel. She wanted to make sure everyone was aware of her concerns with the route. She understands the rationale behind it, but hopes a more specific bike facility could be found to be comfortable for all cyclists.

Moved by Gartin, seconded by Betcher, adopting RESOLUTION NO. 20-248 approving the alternate bike routes for the 2019/20 Arterial Street Pavement Improvements (13th Street from Wilson Avenue to Duff Avenue).

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

EVENTS, FACILITIES, AND SERVICE CLOSURES RELATED TO COVID-19: Assistant City Manager Brian Phillips stated that the Council is being asked to evaluate a very complex and difficult set of policy decisions surrounding whether and how to restart City activities. Mr. Phillips explained that for the past two months City facilities have been closed to the public and events on City streets have been curtailed or suspended completely, and many City programs have been halted. Staff is seeking direction from the Council as to whether any of the previously stated activities should resume now or in the coming months. Mr. Phillips mentioned that the State had imposed many public health restrictions on activities, and it is important to emphasize that the questions for the Council tonight do not involve the activities of private businesses, instead the Council is being asked about the City's own operations and activities on City property.

According to Mr. Phillips, there is a lot of material in the Staff Report; ultimately there are a couple of different ways the City could approach the topics. The Council could make a broad statement that

all City facilities remain closed and City programs remain halted through the staff recommended date of July 1, 2020. Events on City property would be prohibited through the remainder of the summer through September 1, 2020. Mr. Phillips mentioned that the Council might decide that the broad approach is too blunt and explained another way to look at the Staff Report would be to look at each facility, each event, and each program, one by one, and come up with a way to evaluate whether it should proceed. He noted that if the Council wanted to go with the second approach, the first question would be if the Council agreed with the evaluation criteria that staff had put together. The second question would be if the Council agreed with staff's conclusion for the facilities, events, and programs. The third question to consider in the future for all the other facilities, programs, and activities is whether the Council would like to consider how to evaluate each of them or delegate them to staff to review and decide. Assistant City Manager Phillips explained that whether the Council decides to take the broad approach or the issue-by-issue approach, staff's analysis shows the conclusions would be the same.

Mr. Phillips noted that whatever the Council decides, staff does feel strongly about two specific principles. One is that City facilities are not ready to re-open to the public on May 15, 2020. It was explained that more time is needed to get equipment and supplies in place, and tours of City facilities are too risky at this time to start any time soon, and staff recommends those activities be suspended to even the possibility of the end of this calendar year. The other important principle to emphasize is that if the Council wants to open programs and activities on City property; there may be additional restrictions or conditions that would be applied in exchange for approving an event. He mentioned that staff would prefer the Council not rely on City staff, particularly the Police Department, to enforce those decisions. Mr. Phillips explained that they don't want to place staff in the position where they would be having unnecessary increased contact with the public to do enforcement. Mr. Phillips stated it is hard to make a decision, but another concern on staff's mind is the impact on the status of the virus in the community. If Ames has an outbreak over the summer, it could play a major role on ISU students coming back, and could affect if students even decide to come to ISU even if the University is able to be open. Mr. Phillips stated because of the University and how it could affect the community, staff is taking a cautious approach.

Council Member Gartin asked for Mr. Phillips to provide any input received from ISU on this issue and bringing half the town of Ames back. Mr. Gartin commented that he was very concerned, and the issue of complexity could not be understated. He noted that he has had people emailing him that the virus is a hoax while others are thinking the sky is falling. Council Member Gartin would like to specifically look at the ISU component, as the Council needs to be sensitive to their partners on Campus. Mr. Phillips stated they had not talked to ISU about their thoughts on City Hall re-opening, City facilities re-opening, or events on City property, but have talked to ISU about evaluating the possibility of re-opening. One specific area that staff had spoken to ISU about was the 4th of July fireworks, as this is the next big event on the horizon. There are a lot of people that utilize ISU property to view the fireworks, and this is not by invitation. Assistant City Manager Phillips mentioned that he had spoken with ISU and the Ames Community Visitors Bureau (ACVB) about whether it might be possible to have the event safely and successfully. The concern from ISU is the fireworks creates a lot of contact between ISU Police and the public. People in the parking lot turn

it into a tailgating atmosphere that generates calls for service. ISU's focus is to do everything possible to resume classes in the fall, and if this doesn't happen, it will have a huge impact on the community. When looking at what options the Council has, there are negative impacts to tightening down events, not having events, and limiting customer service opportunities as it would cause a less enriching environment, but economically it might be as significant. If all the closures can help get the community to the fall and have ISU resume classes normally, staff feels it may be worth it to proceed.

Council Member Betcher questioned the fitness facilities and the pool etc. She noticed that when going through the data from the survey that was taken, it didn't seem like there was a real outcry to open most things, it was almost 50/50 to open or stay close. Ms. Betcher asked if there was anything in the Parks and Recreation data that indicated a strong push to re-open. Parks & Recreation Director Keith Abraham stated that when looking at the data, the Aquatics Center was one of the areas that indicated they would like to re-open, but overall, he had not received a lot of comments, emails, or phone calls pushing to re-open. He noted that some facilities would like to re-open and one of them would be the Ice Arena as people have been calling to book ice time. Mr. Abraham explained that there are some people who want the facilities to re-open right away while there are others that are being more cautious. From a programming standpoint, there were more no's than yes's to opening right away. If some of the precautions were put in place, it is uncertain if those people would really come back. There are still a lot of unknowns, and staff is still waiting for more information from the Centers for Disease Control and Prevention (CDC), the Iowa Department of Public Health (IDPH), USA Softball, and US Rink Association.

Council Member Betcher mentioned that in looking at the criteria, one of them struck her as being more relevant to the Parks & Recreation facility. She noted that there was not a question about shared equipment or the potential for the "high-touch spots;" this would be a significant question for the Parks & Recreation department. Mr. Abraham explained that one of the criteria is what precautions are in place..He noted that is a focal point in all their conversations, and that is one of the things that concerns staff the most. At the Aquatic Center, the CDC has come out with some information, and all equipment after a single use should be cleaned, and there is no way staff could clean the inner tubes after each use. They need to have restrooms and locker rooms open, but there are a lot of "high touch points" in those areas. Director Abraham mentioned that with fitness classes staff is discussing the use of mats and not providing them anymore; everyone would need to bring their own. A downside to having people bring their own mats is the equity for some of the disadvantaged families or youth who are unable to obtain the equipment themselves. Mayor Haila noted that even bringing in your own equipment, it could mean that it has not been disinfected before being brought into the facility. Mr. Phillips stated that when they were looking at the programs, they also considered if there was enough staff necessary to dedicate to regular cleaning. Assistant City Manager Phillips mentioned it would be tough to make a blanket determination about all Parks and Recreation programs, as each one is different.

Council Member Corrieri wanted to know if Mr. Phillips had done any digging into the City's ability to get Personal Protective Equipment (PPE), cleaning supplies, and thermometers, and looking at

the burn rate as to how those items are used. She noted at her organization, they are considered healthcare, and they are having an incredibly hard time obtaining any PPE and sanitizing supplies, and what they do have, they go through at an enormous rate. Mr. Phillips explained that they have had a hard time obtaining thermometers for City staff to use. He didn't believe that they would be able to obtain masks in a sufficient quantity to be able to hand out to participants; they have been focused on getting masks for City staff so they can interact with each other in an office.

Council Member Martin mentioned that he was very impressed with the Staff Report and has a lot of confidence in the way the staff is approaching the issue. He stated that the Farmers' Market is different from everything else that is being presented, and he would like to discuss that topic separately.

Mayor Haila opened public input.

Taylor Carlson, 1809 Northwestern Avenue, Ames, explained that she appreciates what Mr. Phillips and the rest of the Council are considering. The recommended facility closures until July 1, 2020, helps put her mind at ease. She understands Mr. Martin's concern over the Farmers' Market. Ms. Carlson stated that the more they get into the "nitty gritty," the more people in the community will say "if it is okay to do this one thing, it will be okay to do the other things" and it might be an issue. She noted that people are not adhering to the government regulations for social distancing. Ms. Carlson mentioned that she works at the Des Moines Area Community College (DMACC), and they are already preparing for blended, if not partially online, courses for the fall, due to another possible outbreak. She believed other counties, schools, and towns will follow Ames example. Ms. Carlson stated she agrees with total City closure until July.

Michael Gorman, 125 S. Hazel Avenue, Ames, stated that he would like to have a separate discussion about the Farmers' Market. From a vendor's perspective, there is a vast number of concerns that range from whether or not the Council's concern is liability to the City or if the safety of patrons or vendors. Now it is the capability of the market as an entity to control a safe perimeter and be able to conduct itself without being a burden to City staff. The concern from a vendor perspective would be what are the biggest concerns and to get those answered.

Joe Weyers, 1210 28th Street, Ames, commented that he appreciated the conversation the Council is having and agreed with the recommendation to wait until July 1 to re-open; however, he wanted to discuss the Ice Arena. He noted that the Ice Arena is different than all other facilities, especially for the hockey players and figure skaters. Mr. Weyers explained that there is very little touching and both hockey players and figure skaters wear gloves. He recommended re-opening the Ice Arena.

Rodney Shnittjer, 2857 Little Wall Lake, Jewell, stated he and his wife are vendors at the Farmers' Market. He noted that his two teenage daughters are also vendors in a separate booth. The point he wanted to make was that the livelihoods of his own family and a lot of local farmers depend on being able to vend. Mr. Shnittjer explained that one thing they need to keep in mind is the issue of choice. He believed that the residents of Ames should be able to have the ability to make a choice on where

they buy their food. Everyday there are shoppers in Walmart, Target, Wheatsfield, etc., and it is no different than the Farmers' Market. The only difference is that the Farmers' Market is outdoors.

Deanna Maifield, 2226 Cottonwood Road, Ames, stated that she is the president of the Ames Figure Skate club, and her comments will be about the Ice Arena. She noted that whatever the Council chooses they would respect its decision and value the safety of the community. Ms. Maifield had been looking at other arenas in the Midwest and what policies they have been using as they are starting to re-open their facilities. If the City is able to open the Ice Arena, they would be very happy to work with staff to work on possible modified ice rental scenarios with a limited number of skaters.

Joshua Dobbs, 106 7th Street, Ames, explained that his wife is concerned about the pool re-opening, and would like to see it re-open, but done in a safe manner. He mentioned that if City Hall was to remain closed, he would not have any way to pay their electric bill online. Mr. Dobbs also questioned if the Library would be having a phased opening. Mayor Haila explained they will be discussing the Library after public comment.

Mayor Haila closed public comment.

Mayor Haila asked for staff to address Mr. Dobbs' concern about paying their utility bill. Mr. Phillips stated that if a customer is unable to pay their bill online, there is a drop box outside of City Hall where utility payments could be dropped off. If there was a circumstance where special arrangements needed to be made or more details are needed, the customer can call Utility Customer Services at 515-239-5120 for further help.

City Manager Steve Schainker stated he wanted to start the discussion about opening the major offices to the public, and as stated earlier, staff doesn't believe they have the necessary equipment in place in order to open City offices. City offices would be City Hall, Parks and Recreation office, utility offices, animal control operations, library, and all the other facilities. Mr. Schainker stated that staff needs at least until July 1 to have safety precautions in order and may need to extend that. He reminded the Council that the City is still offering their services and will continue to do so through Zoom meetings, drop boxes, etc. As far as the Library, it will be closed until July 1; however, staff is working on a program to offer pick-ups and drop-offs that will take place in the front of the Library. It was recommended for Parks and Recreation facilities to allow administrative discretion on opening to the public certain programs; excluding the Ice Arena and Furman Aquatic Center.

On the Ice Arena and Furman Aquatic Center there would be challenges regarding staffing and requirements that would prohibit staff from doing a lot of things in regard to training staff, and having staff available. Mr. Schainker stated that it would take at least three weeks to get staff hired and trained if not longer, and he isn't sure that the City would be able to pull it off by July 1. He explained that even though he is giving all the information, the Governor has not lifted the restriction of ten people or fewer and there are still a lot of unknowns. It was noted that the Council could save staff a lot of trouble if they said they were not going to open the Furman Aquatics Center for the rest of the year, but he isn't sure if the Council would want to do that without further information. More

information could be brought to the Council once it is received, but a decision will need to be made soon as it could become a short season.

The Ice Arena has a lot of space, but can't guarantee the appropriate social distancing. Mr. Schainker stated he doesn't want to put people in the position where they will have to actively enforce and remove people who are not adhering to the guidelines. It was noted that it would be hard to enforce social distancing. Mayor Haila inquired about what would be done with the showers, restrooms, and locker rooms as every time it is used it has to be sanitized. Mr. Abraham explained that some cities have the participants getting dressed in their cars or come to the Ice Arena already dressed and then as soon as their practice is done, they immediately go back to their cars and don't utilize the locker rooms. If the locker rooms were to be utilized, it would be assigned to different teams and then will be cleaned and sanitized when done. He mentioned that if multiple people were showering, it would not be possible to sanitize the showers right after each person showers. Public skating would not be offered. Regarding ice time, Mr. Abraham believed they would be able to open, but a few items would still need to be addressed regarding high-touch areas. Of all the Parks and Recreation facilities, the Ice Arena would be the easiest one to re-open, but not without some challenges. Mr. Abraham stated that people are not looking to have hockey games, but more skill-training.

Council Member Betcher inquired if ISU had anything to say about the Ice Arena. Mr. Abraham mentioned that staff has had conversations with ISU, but the City manages the facility and can make decisions about re-opening without getting approval from the University. They do keep ISU in the loop in regards to what the City is wanting to do and will continue to have conversations with them.

City Manager Schainker explained for the Ice Arena and Furman Aquatic Center, there are three options for the Council to choose from. He stated that the special events will be predicated on what the Governor says, but they would only be talking about events that would be happening on City property. The goal is to protect the citizens and employees from further outbreak of the virus, and they believe it is more likely to happen in large crowds.

Mayor Haila asked if the Council wanted to weigh in or did they want to refer the decision to staff. Council Member Corrieri stated the easiest item to address would be the continued closure of City facilities through July 1 at a minimum, and then address the other issues. She noted it makes sense to separate some of the events.

Moved by Corrieri, seconded by Betcher, to continue with the current closure of City facilities that would not include the Ice Arena and the Furman Aquatics Center through a minimum of July 1, 2020.

Council Member Gartin wanted to know if there would be anything that would be impacted with City services if the City did not open back up until July 1, 2020. Mr. Schainker explained that the Council has some experience now as the City has been offering services even though buildings are closed to the public. He noted that services are not as good as they can be, but are adequate for staff to protect themselves for the next couple of months.

Mayor Haila stated that Library is working on trying to deliver some additional services, and questioned if the motion would preempt the Library from still offering creative ways to offer services. Assistant City Manager Deb Schildroth mentioned that Sheila Schofer, Library Director, had been working on a phased-in approach to library services. Curb-side pick-up is being looked at to start as of Monday, May 18, 2020, but she wants to align with the City in regards to closure and working with staff to return to the work site. If there are some things that can be done from a safe and thoughtful manner to provide some services, then Ms. Schofer has a plan to do that.

Council Member Betcher mentioned that the Parks and Recreation Department had been offering online fitness classes and asked if these would be continuing during the extended closure. Mr. Abraham stated that they would still offer some online classes.

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

PARKS AND RECREATION ACTIVITIES: Mr. Schainker stated that other than the Ice Arena and the Furman Aquatic Center, can the Parks and Recreation Department analyze the individual programs they have based on the criteria given and decide if they should provide the service or not. It was noted that they would be talking about the summer session; which is June, July, and August. Mr. Schainker stated staff would decide if they are not going to open at all or open when they are ready. Director Abraham added that they would also be looking at the programs to see if it would even be financially feasible to open them this year.

Moved by Corrieri, seconded by Betcher, to allow the Parks and Recreation staff to use the evaluation criteria outlined in the staff report to make decisions in regards to Parks and Recreation programs for the summer session.

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

FURMAN AQUATIC CENTER: Council Member Corrieri asked if the Council wanted to revisit the Furman Aquatic Center and what date would be realistic to revisit. Mr. Schainker stated that every Council meeting they would need to come back with an update. Mr. Abraham stated that a few things they will learn is further direction from the Governor regarding if she is going to continue to close city pools. The other information they need to make a decision would come from the American Red Cross as currently they are not allowing any water skills training to be done. It was noted that they have 29 new lifeguards and 22 still need to be certified. If they are unable to certify the lifeguards, then it will reduce the ability to open. More information should be available by the next City Council meeting on May 26, 2020. Director Abraham noted that the Furman Aquatic Center would be one of the last facilities that should open as social distancing and cleaning will be very difficult to maintain. The Municipal Pool could be opened earlier as there is fewer staff needed and could potentially open for swimming lessons or lap swimming. The priority with the Municipal Pool would be to certify all the staff and train staff.

Mayor Haila mentioned that when speaking with the Story County Mayors, everyone is looking to everyone else to make a decision about re-opening. Mayor Haila stated a few questions that he had thought of is how staff is going to be able to sanitize a bathroom or wash a handle every time it gets

used. He explained that horsing around in the water is part of the joy of being in a pool. If the City is unable to open the pool until later, it compresses the time to be open to a five to seven-week time frame, which is a short season, and are they just postponing the inevitable. Mayor Haila asked if they City would be comfortable doing so, if the Governor gives permission to open pools. One concern is if Ames opens and other counties do not, there is going to be an influx of people coming to Ames.

Council Member Martin stated that the Governor had given guidance and rules and the CDC does have specific guidelines about swimming pools and public facilities. He wanted assurance from Mr. Abraham that he is consulting with the CDC in order to be informed about the levels of cleaning would be necessary. Mr. Abraham commented that the CDC does have information available, and they are currently recommending an increase frequency of cleaning “high-touch points,” but did not say how often it needed to be done. Another thing that had not been discussed is that the CDC is recommending that all staff and patrons wear face masks when on the deck along with social distancing. Another recommendation is to bring in additional staff to do the cleaning or monitor social distancing, which will cause additional expense.

Council Member Betcher pointed out that no one wants to make the first move. Part of the problem is that there is a question about whether this should be a political decision or whether it should be an administrative decision. Ms. Betcher mentioned that from her perspective the ones who understand the facilities the best should be the ones making the decisions based on criteria that they can apply consistently rather than political decisions on the part of Council. She would prefer that the Council consider the administrative level of decision-making because the administrators are the ones taking the time to come to grips with the decisions while the Council is doing other jobs. She would be more comfortable having the staff who work in the facilities and know the programs to make the decisions.

Council Member Corrieri commented that she doesn’t disagree with Council Member Betcher’s point, but the Council should be there to shelter whatever blowback the staff receives. Ms. Corrieri stated that it needs to be made very clear that the Council is in support of whatever action the administrative team makes.

Mayor Haila explained that the options would be to wait until more information could be given at the next City Council meeting or the Council could make a decision tonight.

Council Member Martin wanted to follow-up on a comment that Director Abraham had said earlier that the Furman Aquatic Center would be one of the last facilities to open. Mr. Martin commented that he is trying to figure out where to place that comment on the absolute scale as it tantamount to a staff recommendation that it is a lot of work for something that is never going to happen or is it truly something that could still happen. Mr. Schainker stated it really depends on what could happen, but as of right now he doesn’t see how the City could re-open Furman Aquatic Center.

Moved by Martin, seconded by Gartin, to have staff bring the Furman Aquatic Center back to the Council on May 26, 2020.

Council Member Betcher wondered why the Council would want to wait to make a decision for two weeks. Council Member Martin stated that part of his thinking that is they were expecting to hear from the Governor today and that did not happen.

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

ICE RINK: Moved by Corrieri, seconded by Betcher, to allow staff discretion to determine when the Ice Rink opens and in what capacity.

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

EVENTS: Assistant City Manager Brian Phillips explained that the Memorial Day Parade had already been canceled by the organizers. The next event coming up is the 4th of July, which would be the pancake feed that is hosted by the City Council as well as the parade itself. Both attract a lot of crowds. He noted that going forward there is Ames Velo, Municipal Band, Roosevelt Concerts, Ames on the Half Shell, Ames Triathlon, and a few other smaller events at Ada Hayden. Mayor Haila stated that one option would be to go with Option 1 to suspend events on City property until no earlier than September 1, 2020, and this would not include the Farmers' Market. Mr. Phillips noted that he forgot to mention Rummage Rampage would be affected as well.

Moved by Martin, seconded by Beatty-Hansen, to discuss the Farmers Market separately, and otherwise approve of staff's decision-making process as lined out in the staff report regarding events on City property.

Mayor Haila wanted to go over the implications of the motion. He noted the following:

- 4th of July pancake breakfast and parade - Canceled
- Rummage Rampage - Canceled
- Block party trailer reservations - Canceled or extended
- Ames Municipal Band - Canceled, but will look into doing some virtual concerts
- Roosevelt concert - Canceled
- Ames Velo - Rescind Approval

Council Member Betcher wanted to clarify if the Council is saying events are closed until September 1, 2020, and allowing staff to apply the criteria to maybe have some events available or is everything canceled until September 1, 2020. City Manager Steve Schainker stated that there are two parts. The first part is that staff had already applied the criteria to the events that were already discussed, so by the vote, the Council is approving those decisions. The events that are not listed, that may come in the future, staff will apply the criteria to and make administrative decision.

Council Member Gartin wanted to point out that there are a lot of factors in this decision. He noted that these events are what defines the City of Ames as a community. There are quantitative and qualitative items that need to be considered. Everyone needs to start being creative as there is going to be a cost to the community, different from dollars and cents, and need to be more creative. By taking out Midnight Madness, which is a big event, will affect the community. City Manager

Schainker stated that there is going to be a loss to the community and asked the Council to not take this action unless they feel the benefit of trying to prevent a surge or an outbreak of the virus is overstated, it is not worth the loss. The benefits have to exceed the loss. Mr. Gartin stated they are in unchartered territory and the Council has to make the very difficult decisions with the best information they have at the time. It was noted that the Council needs to think long term. Council Member Gartin explained that the Council needs to take a more conservative approach because they need to protect the University. If the Council is focused on the short-term, and they do anything to jeopardize the proper re-opening of the University, there will be implications that are greater than what is being done already. He explained that the City of Ames is still a company town and there are businesses that are okay during the summer without having the students in town, but the businesses would not be able to survive a summer and fall with no students. The implications will be vast, and the City of Ames will make decisions differently from other cities. It was also pointed out that if the City of Ames opens, whether people from other communities will come to the area, and that may not be a good thing.

City Manager Schainker asked for clarification on fireworks, were included in the motion. He noted that the 4th of July Fireworks are a little different as the City Council approves the Fireworks Permit even though the event is not on City property. Assistant City Manager Phillips stated that the City requires, by contract, that the Ames Convention and Visitors Bureau (ACVB) that they spend a portion of their hotel/motel revenues on the fireworks. If it was the intention of the Council to not allow the fireworks to proceed, the City would need to waive that condition of the contract. Mr. Schainker noted that this would allow ACVB to keep that revenue. Council Member Martin stated that as part of the prior motion the fireworks would be delegated to staff to make a decision. Mayor Haila mentioned that the conclusion was that the Council supports not having the fireworks. Council Member stated that is correct. Council Member Betcher stated that it sounds like ISU supports that as well. Mr. Phillips stated that he has only had one conversation with ISU and the hope was that they could reconvene in a couple of weeks with ACVB and ISU and see if they could come up with a location or a way to do the fireworks that would be safe. If it is the Council's intent to include Fireworks as part of this motion to not proceed, staff does not need to go back and discuss it further. Mayor Haila stated that the 4th of July parade and pancake breakfast are not being recommended to be held. Separately, City staff is exploring whether the fireworks can be successfully held, and will report to the City Council once more details are known. Mayor Haila noted that it would be good for the City to speak with ISU. Mr. Schainker asked that the Council not make a decision on the Fireworks and come back on May 26, 2020, with follow-up.

Parks and Recreation Director Abraham mentioned that the Iowa Games is another event that has not been discussed as they utilize ISU campus and City property. Iowa Games has already canceled the figure skating event at the Ice Arena and is hoping to make a decision in mid-June.

Mayor Haila stated that Council Member Martin's motion includes staff using the criteria to evaluate the event and whether the event can establish the required safeguards. Council Member Martin stated that Iowa Games is a big deal and the motion includes staff discretion. If it becomes more complicated, staff can bring it back to Council. Mr. Martin noted that if something changes in three weeks, the Council will need to revisit it.

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

FARMERS' MARKET: Council Member Martin stated that the way the Farmers' Market has been designed by the Chamber of Commerce, and outlined on Attachment No. 5 in the staff report, from May 6, 2020, is very different than how the Market has been done in the past. It is no longer a "spectacle attraction" that brings families to the event for half the day. The event has been reduced to a way to efficiently move fresh Iowa produce, grown by farmers nearby, into Ames and area households. Mr. Gartin noted that Farmers' Markets have been carved out by the Governor as being allowable. The reason Mr. Gartin is thinking about this event differently from others has much to do with the benefits of the community and to what he viewed as a small risk to the community. When he has researched through literature and tried to find contamination events that are happening outside like this, he is not finding anything. He noted there is little evidence that would hinder this event, there will be a few adults and maybe a few kids going from vendor to vendor, but nothing different than being in a grocery store. The Farmers' Market is at least outside, and Mr. Martin noted that the risk for this event is much less than everything else that has been discussed, and it has a community positive aspect to it. He would advocate to gently reject the suggestion to add food carts and on-site prepared food at the event as this will make the event more of an attraction.

Council Member Gartin stated that there have been several comments that have compared the Farmers' Market to other grocery stores. He liked the idea of equal protection. Mr. Gartin commented that he thinks of the Farmers' Market as a social event as he can spend hours there just connecting with people and Mr. Martin made a good point that this is not going to be similar to previously held Farmers' Markets.

Council Member Corrieri stated that in addition to the food trucks, she believes that if the Council is not going to allow food samples, they should also not allow wine or alcohol sampling. Council Member Junck mentioned she was going to state the same.

Moved by Martin, seconded by Beatty-Hansen, to approve the Downtown Ames Farmers' Market contingent on following the COVID-19 guidelines stated in their May 6, 2020, letter, which is Attachment 5, with no food trucks, no food prepared on site (hot or cold), and no alcohol or wine tasting.

Council Member Betcher asked that when the Ames Farmers' Market puts their plan in action, if it is possible to state that the continuation of the Market is contingent on the City determining whether it becomes a health risk. Council Member Martin stated that is not in his motion, but noted that the City of Ames is not going to enforce the Ames Farmers' Market safety and procedures, and it is up to the event organizers to do what they say they are going to do; therefore, the City has the right to rescind the approval. Council Member Betcher wanted to make sure that was clear and part of the motion. City Manager Schainker stated that someone had requested the interpretation from the City Attorney on if the City gives authorization to an entity to host an event, whose responsibility would it be to enforce the social distancing. City Attorney Mark Lambert explained that the City would be giving the Ames Farmers' Market permission to use the sidewalks and streets, but it doesn't mean that the City is responsible for enforcing all the rules. By the Governor's Proclamation and the

guidelines by the Department of Agriculture and other agencies for Farmers' Markets, it is clear that they are expecting the Farmers' Markets to enforce the guidelines. Mayor Haila asked how to address the emails that they will receive about people not following the guidelines at the Ames Farmers' Market and when the Council would need to step back in. He explained that the Council needs to be very clear as to who is responsible, so they know how to respond. Attorney Lambert stated that the City can withdraw its permission and cancel the event if the various guidelines are not followed.

Moved by Martin, seconded by Beatty-Hansen, to amend the motion to clarify that the City of Ames will not enforce the Farmers' Markets safety guidelines and practices and that the City reserves the right to rescind the permit.

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

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

Council Member Gartin stated that it was important that the majority of the votes were made unanimously; it sends a message to the community. He mentioned that a lot has been taken from the community and he would like to see what the City of Ames can add and look at more creative ways to give something back. Mayor Haila commented that no one asked for the COVID-19 pandemic to occur, and he believed the City of Ames has a responsibility to protect the safety and health of the community. He didn't view these decisions as taking things away from the community, but making decisions to lead the community in saying that they are taking the pandemic seriously. The City of Ames is a company town and they need to do everything they can because if the University is not successful then Ames is not successful and vice versa. Mayor Haila appreciated Council Member Gartin wanting to enrich people's lives through community, but he would prefer not to say the City is taking things away. It was noted that parks are not closed, you can still socialize, and the City is not doing anything to businesses. Mayor Haila explained that they want to encourage people to get together within social distancing guidelines. He wanted to advocate for a positive attitude and making these hard decisions for precautions to minimize the risk to the school system and to the University. City Manager Schainker explained that they need to articulate this correctly. Mr. Schainker mentioned that the City is not taking anything away, as they currently have nothing. The country has been on lock-down for the past few months and all the City is doing is having phased openings. When looking at having events open back up in September, that is only three months away. It was noted that if there is another surge, the City can be locked down for another six months, and it could be worse. Mr. Schainker commented that if everyone could be patient during the phased opening of the community, in the long run, everyone will benefit.

ORDINANCE RELATING TO INDUSTRIAL USE PARKING REQUIREMENT: Moved by Corrieri, seconded by Beatty-Hansen, to pass on second reading an ordinance relating to the Industrial Use Parking requirement.

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

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila mentioned that there were six items listed. The first item was a letter from Cinemark, Inc., regarding notification of its temporary facility closing and employment separation. This item is for the Council's information only and no action would be necessary.

The second item was a memo from Duane Pitcher, City Finance Director, and Roger Wisecup, City Treasurer, regarding socially responsible investing. City Manager Schainker explained that this item was a request from the Council's goal setting session. Council Member Gartin stated it the information is sad, but understandable. He appreciated the information being provided to the Council.

Mayor Haila explained that the third request was a letter from a Real Estate Counsel for Winfield Solutions, LLC, that the entity has graciously offered to allow people to come to its parking lot and utilize its free wireless internet service. Mayor Haila stated that this is for information only and wanted to point out that Winfield Solutions, LLC, is not starting their own internet service, but allowing individuals access to free internet service in order to continue with their daily functions. Council Member Martin mentioned that the Ames Community School District is maintaining a list of publicly accessible WIFI spots. It was noted that ISU was maintaining a list as well.

The fourth request was a memo from Mark Lambert, City Attorney, requesting to draft an ordinance to the *Municipal Code* updating the name of ISU Student Government. City Attorney Lambert explained that the City has an old name listed in the Ordinance and the ISU Student Government changed its name a couple years ago and the Ordinance had not been updated to reflect the change.

Moved by Beatty-Hansen, seconded by Betcher, directing the City Attorney to draft an Ordinance to the Ames *Municipal Code*, updating the name of the "ISU Government of the Student Body" to its current name, "ISU Student Government."

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

Mayor Haila mentioned that item five was sent to him. He explained that from time to time he gets a letter or email asking for him to sign-off on behalf of the City as Mayor. This item was an email requesting to participate in an outreach effort supporting clean energy in the next federal stimulus package. Mayor Haila suggested that the Council decline the request on the matter of principle. Council Member Martin stated that he would agree that the Council should pass on this request.

Moved by Martin, seconded by Corrieri, to pass on the request to participate in an outreach effort supporting clean energy in the next federal stimulus package.

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

The last item was a memo from Assistant City Manager Brian Phillips giving the Council an update on Metro FiberNet and the 1420 Lincoln Way Pump House property. Staff had received notification from Metro FiberNet that it is no longer interested in proceeding with the purchase of the property at 1420 Lincoln Way as it has acquired another property on North 4th Street through a private sale.

COUNCIL COMMENTS: *Ex Officio* Nicole Whitlock stated that she will be a Senior at ISU in the fall majoring in Elementary Education. She is the Vice-President of the Democrats of Iowa State and the philanthropy chair for the Honors Student Board at ISU. Ms. Whitlock mentioned that she is looking forward to working with everyone and focusing on rental and student housing issues.

Mayor Haila asked Ms. Whitlock why she wanted to be the *ex officio* for the City of Ames. Ms. Whitlock explained that she loves government, politics, and working with people in the community.

Council Member Betcher stated that she has an Ames Convention and Visitors Bureau (ACVB) Executive meeting with the Central Iowa Executive Sports Authority Board and may learn some more about what is going to happen with ACVB events going forward. Ms. Betcher mentioned that she sent the Council an email about the NLC's cities are essential messaging. Since they just voted to do individual advocacy, she encouraged the Council to check out the Census campaign that the Universities Council is working on. There was a *Forbes* article that came out today about college town and gown relationships and Ms. Betcher noted that the City of Ames is featured prominently in it. Council Member Betcher was interviewed for the article and said good things about how strong the City of Ames relationship. There will probably have opportunities for more of that kind of college town messaging, because of the advocacy that she is working on. Ms. Betcher mentioned that the Council all received a message from Barb Wheelock about messaging and whether the Council wants to have some consistent messaging from the Council that might be prominently displayed in the Downtown area or parks. The consistent message would be about social distancing or wearing masks. Ms. Betcher stated that since the Council, is not mandating any of those things, it might be worth it to discuss whether the Council have some kind of message posted.

Moved by Betcher to have a discussion on the next Agenda about consist COVID-19 messaging from the Council.

Motion failed due to lack of a second.

Mayor Haila stated he wanted to provide a quick update as he had been in contact with Senator Joni Ernst. The District Representative and the Iowa League of Cities had a conference call set up along with many Mayors to discuss what kinds of financial help will be coming to municipalities. The federal government had already distributed funds to cities that had a population of 500,000 or larger, and no city in Iowa met that criteria.

ADJOURNMENT: Moved by Betcher to adjourn the meeting at 10:17 p.m.

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor

Diane R. Voss, City Clerk



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input checked="" type="checkbox"/>	1 st – 15 th
	<input type="checkbox"/>	16 th – End of Month
Month & Year:	May 2020	
For City Council Date:	May 26, 2020	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Public Works	ISU Research Park Phase IV (Road & Utility Improvement Project)	1	\$2,823,757.81	Con-Struct Inc.	\$0.00	\$24,609.47	J. Joiner	MA
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

COUNCIL ACTION FORM

SUBJECT: DUFF AVENUE PARKING ORDINANCE

BACKGROUND:

The contract for the 2019/20 Multi-Modal Roadway Improvements (30th Street & Duff Avenue Restriping) project was awarded by City Council on May 12, 2020. Several portions of Duff Avenue need to have parking restrictions to allow for the new lane configurations. Below is a list of the proposed parking restrictions:

- Prohibit Parking at all times on the east & north side (northbound) of Duff Avenue from 20th Street to Grand Avenue
- Prohibit Parking at all times on the west & south side (southbound) of Duff Avenue from Douglas Avenue to 22nd Street and from 120' west of Briggs Circle intersection to Grand Avenue

In addition to the bike lanes, the restriping project will install a painted parking lane along the west & south side of Duff Avenue from 20th Street to 120' west of Briggs Circle intersection, to match these proposed restrictions.

A public information meeting was held for the project. All adjacent properties were mailed invitations to the meeting. In attendance were 7 of the 135 adjacent properties, along with 6 other residents. Of the thirteen who attended the public meeting, two comments were made related to the parking ordinance. The first comment was the request to include five feet of no parking next to driveways in the parking lane to increase vision of vehicles leaving their driveway. Five feet of no parking adjacent to driveways will be included with the restriping project. The second comment was that parking along Inis Grove Park is convenient; however, staff concluded the existing parking lots to the north and east of the park provide sufficient parking.

ALTERNATIVES:

1. Direct the City Attorney to draft an ordinance that prohibits parking at all times on the east & north side of Duff Avenue from 20th Street to Grand Avenue, and prohibits parking at all times on the west & south side of Duff Avenue from Douglas Avenue to 22nd Street and from 120' west of Briggs Circle intersection to Grand Avenue.
2. Do not make any ordinance changes at this time.

MANAGER'S RECOMMENDED ACTION:

By directing legal staff to make an ordinance update, it will be possible to implement multi-modal improvements in this area. Therefore, it is the recommendation of the City Manager that the City Council adopt alternative No. 1, as noted above.



Duff Avenue Parking Ordinance Update

-  Painted Parking Lane Locations
-  Proposed Parking Restrictions



1 inch = 500 feet

Date: 5/19/2020

Name of Applicant: <u>CASEY'S MARKETING COMPANY</u>		
Name of Business (DBA): <u>CASEY'S GENERAL STORE #2298</u>		
Address of Premises: <u>428 LINCOLN WAY</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50010</u>
Business	<u>(515) 232-0024</u>	
Mailing	<u>PO BOX 3001</u>	
City <u>ANKENY</u>	State <u>IA</u>	Zip: <u>50021</u>

Contact Person

Name JESSICA FISHER-COMSTOCK, STORE OPERATIONS	
Phone: (515) 446-6404	Email JESSICA.FISHER@CASEYS.COM

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 06/15/2020

Expiration Date: 01/01/1900

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

42-0935283 CASEY'S GENERAL STORES, INC.

First Name: 42-0935283 **Last Name:** CASEY'S GENERAL STORES, INC.
City: ANKENY **State:** Iowa **Zip:** 50021
Position: OWNER
% of Ownership: 100.00% **U.S. Citizen:** Yes

MEGAN ELFERS

First Name: MEGAN **Last Name:** ELFERS
City: CLIVE **State:** Iowa **Zip:** 50325
Position: PRESIDENT
% of Ownership: 0.00% **U.S. Citizen:** Yes

JOHN SOUPENE

First Name: JOHN **Last Name:** SOUPENE

City: ANKENY
Position: VICE PRESIDENT

State: Iowa

Zip: 50023

% of Ownership: 0.00%

U.S. Citizen: Yes

JULIA JACKOWSKI

First Name: JULIA
City: URBANDALE
Position: SECRETARY

Last Name: JACKOWSKI
State: Iowa

Zip: 50322

% of Ownership: 0.00%

U.S. Citizen: Yes

JAMES PISTILLO

First Name: JAMES
City: URBANDALE
Position: TREASURER

Last Name: PISTILLO
State: Iowa

Zip: 50323

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>06/15/2020</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date:	Temp Transfer Expiration Date:

Name of Applicant: <u>Shuyu LLC</u>		
Name of Business (DBA): <u>WASABI AMES</u>		
Address of Premises: <u>926 S. 16th St.</u>		
City <u>Ames</u>	County: <u>Iowa</u>	Zip: <u>50010</u>
Business	<u>(515) 441-6490</u>	
Mailing	<u>1540 Hancock Drive</u>	
City <u>Boone</u>	State <u>IA</u>	Zip: <u>50036</u>

Contact Person

Name <u>Lu Li</u>
Phone: <u>(515) 441-6490</u> Email <u>lilu@wasabidsm.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 05/26/2020

Expiration Date: 01/01/1900

Privileges:

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

Status of Business

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

Ownership

shuyu wang

First Name: shuyu **Last Name:** wang
City: Boone **State:** Iowa **Zip:** 50036
Position: owner
% of Ownership: 100.00% **U.S. Citizen:** No

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Learfield Levy Foodservice LLC</u>		
Name of Business (DBA): <u>Levy @ Fisher Theater</u>		
Address of Premises: <u>1805 Center Drive</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business	<u>(732) 727-5030</u>	
Mailing	<u>2614 Highway 516,2nd Floor</u>	
City <u>Old Bridge</u>	State <u>NJ</u>	Zip: <u>08857</u>

Contact Person

Name <u>Lindsey Farina</u>
Phone: <u>(732) 727-5030</u> Email <u>Lfarina@skenelawfirm.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/01/2020

Expiration Date: 01/01/1900

Privileges:

Catering Privilege

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

Robert Ellis

First Name: Robert

Last Name: Ellis

City: Deerfield

State: Illinois

Zip: 60015

Position: Officer

% of Ownership: 0.00%

U.S. Citizen: Yes

Andrew Lansing

First Name: Andrew

Last Name: Lansing

City: Chicago

State: Illinois

Zip: 60614

Position: officer

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: National Union Fire Insurance Company

Policy Effective Date: 07/01/2020

Policy Expiration 07/01/2021

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>Learfield Levy Foodservice LLC</u>		
Name of Business (DBA): <u>Levy @ Scheman Building</u>		
Address of Premises: <u>1805 Center Street</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>50011</u>
Business	<u>(732) 727-5030</u>	
Mailing	<u>2614 Highway 516, 2nd Floor</u>	
City <u>Old Bridge</u>	State <u>NJ</u>	Zip: <u>08857</u>

Contact Person

Name <u>Lindsey Farina</u>	Phone: <u>(732) 727-5030</u>	Email <u>Lfarina@skenelawfirm.com</u>
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Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/01/2020

Expiration Date: 01/01/1900

Privileges:

Catering Privilege

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

Robert Ellis

First Name: Robert

Last Name: Ellis

City: Deerfield

State: Illinois

Zip: 60015

Position: officer

% of Ownership: 0.00%

U.S. Citizen: Yes

Andrew Lansing

First Name: Andrew

Last Name: Lansing

City: Chicago

State: Illinois

Zip: 60014

Position: officer

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: National Union Fire Insurance Company

Policy Effective Date: 07/01/2020

Policy Expiration 07/01/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:



MEMO

To: Mayor John Haila and Ames City Council Members
From: Lieutenant Tom Shelton, Ames Police Department
Date: May 5, 2020
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for May 26, 2020 includes beer permits and liquor license renewals for:

- Class C Liquor License with Catering Privilege, Class B Wine, Outdoor Service, and Sunday Sales - Della Viti, 323 Main Street, #102
- Class C Liquor License with Outdoor Service and Sunday Sales - Old Chicago Pizza and Taproom, 1610 S. Kellogg Avenue
- Class E Liquor License with Class B Wine Permit, Class C Beer Permit, and Sunday Sales - Casey's General Store #2560, 3020 S. Duff Avenue
- Class A Liquor License with Outdoor Service and Sunday Sales - Green Hills Residents' Association, 2200 Hamilton Drive, Suite 100
- Class E Liquor License with Sunday Sales - MMDG Spirits, 126A Welch Avenue
- Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Kum & Go # 214, 111 Duff Ave
- Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Kum & Go #200, 4510 Mortensen Road
- Class E Liquor License with Class B Wine, Class C Beer and Sunday Sales - Kum & Go #216, 203 Welch Ave
- Special Class C Liquor License with Class B Wine, Outdoor Service and Sunday Sales - Wheatsfield Cooperative, 413 Northwestern

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.

COUNCIL ACTION FORM

SUBJECT: LETTER OF SUPPORT FOR A REGIONAL CONSERVATION PARTNERSHIP PROGRAM (RCPP) ALTERNATIVE FUNDING ARRANGEMENT GRANT APPLICATION

BACKGROUND:

On February 26, 2019, City Council approved the submission of the Nutrient Reduction Feasibility Study report for the Ames Water Pollution Control Facility (WPCF) to the Iowa Department of Natural Resources. That study formed the basis of the subsequent Capital Improvements Plan project that will complete a treatment technology upgrade to the WPCF in three distinct phases over the next 20 years.

In addition to the improvements to the treatment plant, the study also recommended that the Sewer Fund undertake non-point source nutrient reduction projects in the upstream watershed. Council directed that \$200,000 per year be allocated towards this watershed effort. The non-point source activities are budgeted in a separate Capital Improvements Plan project. The current fiscal year (FY 2019/20) is the first year that watershed-based funding has been budgeted.

Included in the various watershed initiatives that staff has been investigating is a partnership with the Iowa Soybean Association (ISA). ISA has created a separate nonprofit entity titled the Soil and Water Outcomes Fund. As a non-profit, the Soil and Water Outcomes Fund can seek grant funding to implement nutrient discharge-reducing practices in the watershed.

The level of nutrient reduction achieved would be quantified using a widely accepted USDA modeling tool (the Nutrient Tracking Tool, or NTT). Once quantified, the nutrient reduction credits can be sold to point sources like the Ames WPCF. Carbon sequestration credits could also be sold to entities seeking carbon reduction credits. The money paid to buy the credits would then be rolled into the construction of new practices the following year.

There are multiple benefits to the City of Ames through a partnership of this sort:

- The Iowa Soybean Association is a well-known and respected partner in the agricultural community and has been extremely active in promoting environmental stewardship by its members. As a result, it can be far more effective at recruiting landowners than the City could be on its own.
- The nutrient reduction achieved will be quantified by a method that has been accepted by the Iowa Department of Natural Resources as a part of its Nutrient

Reduction Exchange. This allows point sources like Ames to “bank” nutrient reduction credits against future, more restrictive nutrient discharge requirements for wastewater facilities. **City staff is currently working towards completion of a Memorandum of Understanding with the Iowa DNR that would grant credit for voluntary projects undertaken since 2013 that have a quantifiable nutrient reduction component. That MOU will ultimately be brought to Council for authorization; hopefully later this summer.**

- The planned projects for the next two years would provide a projected reduction of 54,545 pounds of nitrogen and 4,545 pounds of phosphorus each year. While the proposed projects involve annual practices (specifically, cover crops) and not the structural practices (like buffer strips or wetlands) that staff would prefer, the cost payback is very attractive and makes City staff supportive for these first two years. Discussions with ISA are ongoing about the development of more structural, longer-lived practices in future years.
- By “stacking” the multiple benefits of nutrient and carbon reductions, it allows the price per acre to be substantially lower than if the City were to undertake similar work on its own.

The Soil and Water Outcomes Fund is finalizing a grant application with the US Department of Agriculture’s Natural Resource Conservation Service (NRCS) for a Regional Conservation Partnership Program (RCP) Alternative Financing Arrangement (AFA) grant. If successful, the funding from the NRCS would cover 75% of the cost to implement the practice, with the City picking up the other 25%. Since the NRCS is only interested in the land use practice itself and not the accompanying nutrient reduction credits, 100% of the nutrient reduction credits can be claimed by the Ames WPCF. **This would effectively provide the City with a 4:1 benefit on the nutrient reduction credits.**

To help bolster the grant application, the City has been asked to provide a letter of support. A copy of the draft letter, along with a summary of the Soil and Water Outcomes Fund and the RCP AFA grant program is attached to this CAF. **The letter explicitly states that providing the funds is subject to the City Council ultimately appropriating the funding, and no binding commitment is being made at this time. However, if Council is not inclined to approve a future agreement for this project, then it would not be appropriate to provide a letter of support at this time.** Staff and the Iowa Soybean Association staff will be working on the formal agreement over the next few months.

ALTERNATIVES:

1. Authorize the Mayor to sign the letter of support for the Regional Conservation Partnership Program (RCPP) Alternative Funding Arrangement (AFA) grant application. If the grant is awarded, the City would then enter into an agreement to provide funding of \$50,000 per year for each of the next two fiscal years.
2. Do not authorize the letter of support and provide additional guidance to staff on how the watershed-based nutrient reduction funds included in the Capital Improvements Plan should be expended.

CITY MANAGER’S RECOMMENDED ACTION:

The joint funding of environmental improvement projects by federal, municipal, and corporate entities is highly innovative. The ability to “stack” environmental outcomes allows each funding party to achieve a greater outcome than they could if undertaking projects on their own. The involvement of the Iowa Soybean Association provides a sense of reassurance among rural landowners. The ability to claim 100% of the nutrient reduction credits for 25% of the cost is highly favorable. And a Memorandum of Understanding with the Iowa Department of Natural Resources is believed to be achievable by the end of the calendar year, giving the City certainty of being able to “bank” nutrient credits against a future tightening of nutrient standards.

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



May 27, 2020

Adam Kiel, Director of Conservation and External Programs
Iowa Soybean Association Research Center for Farming Innovation
1255 SW Prairie Trail Parkway
Ankeny, IA 50023

Delivered via email to "Adam Kiel" AKiel@iasoybeans.com

RE: Soil and Water Outcomes Fund RCPP Proposal

Dear Mr. Kiel,

I am writing to document the City of Ames support for the Ag Technology and Environmental Stewardship Foundation's proposal to the Natural Resources Conservation Service's Regional Conservation Partnership Program (RCPP) Alternative Funding Arrangement (AFA), titled "Soil and Water Outcome Fund". Ames is familiar with the proposal, understands the general expectations, and supports the efforts to address the natural resource concerns identified therein.

If this RCPP proposal is selected for funding, Ames will provide contributions totaling \$100,000 over two years to this project. This contribution is equal to the anticipated yearly purchase of environmental outcomes resulting from conservation practice implementation on farms. Specifically, Ames will purchase the water quality outcomes generated by the conservation practices after they have been installed and verified. Our expected contributions include:

Year	Specific Activities/Deliverable (Action)	Associated Local, State, or Federal Program or Initiatives	Amount	Limitations	Cash or In-Kind
1/1/2021-12/31/2021	Purchase of verified nitrogen and phosphorus water quality outcomes (lbs of N and P) resulting from the project.	None	\$50,000	Outcomes must be verified with NTT. Subject to Ames City Council appropriation of funds.	Cash purchase
1/1/2022-12/31/2022	Purchase of verified nitrogen and phosphorus water quality outcomes (lbs of N and P) resulting from the project.	None	\$50,000	Outcomes must be verified with NTT. Subject to Ames City Council appropriation of funds.	Cash purchase

Sincerely,

John Haila, Mayor
Ames, Iowa

JRD/

Soil & Water Outcomes Fund

RCPP Alternative Funding Arrangement Partnership Request

Soil and Water Outcomes Fund Background & Approach

The Soil and Water Outcomes Fund provides financial incentives to farmers to implement conservation practices, and monetizes the resulting environmental benefits by selling verified outcomes to beneficiary customers. The Fund is in its first year of implementation in Iowa, supporting the implementation of practices like cover crops, conservation tillage and conversion to perennial cover across nearly 9,500 acres of Iowa cropland. Approximately 2,400 of these acres are located in the Squaw Creek and South Skunk River watersheds. The Fund is jointly administered by AgTech, the Iowa Soybean Association and Quantified Ventures.

The environmental benefits - specifically, reductions in nitrate and phosphorus in Iowa waterways and enhanced carbon sequestration in soils - will be sold to public and private customers. We anticipate the City of Ames will purchase verified water quality outcomes (lbs of N and P) from the 2,400 acres of practices in the Squaw Creek and South Skunk River watersheds in 2020 to apply against regulatory NPDES permits under the framework of the Nutrient Reduction Exchange. Cargill, a core project partner, will purchase verified CO₂e reductions or improvements in sequestration.

By monetizing or “stacking” the multiple benefits of conservation practices and aligning customers, the Fund is able to provide extremely cost competitive outcomes pricing. As detailed below, the Iowa Soybean Association and Quantified Ventures believe that producing outcomes using the Soil and Water Outcomes Fund is more cost effective than treatment improvements at wastewater plants. We anticipate that the use of USDA Regional Conservation Partnership Program (RCPP) funding to share in the cost of purchasing these water quality outcomes will create even greater efficiencies.

Summary of RCPP Alternative Funding Arrangement Opportunity

Through RCPP, USDA wishes to co-invest with partners in projects that demonstrate innovative solutions to conservation challenges while providing measurable environmental improvements and outcomes. The Classic RCPP has a long history of success in Iowa. The 2018 Farm Bill authorized new changes to the RCPP program that allow for additional innovation and impact. One such change involves the creation of a new “Alternative Funding Arrangement” (AFA) provision intended to promote new and innovative methods for conservation, including “pay for performance” approaches like the Soil and Water Outcomes Fund.

NRCS has authorized a \$50 million funding pool across a maximum of 15 awards for FY 2020, with a maximum award of \$10 million per project. **Proposals for the RCPP AFA are due on May 29th.**

Proposed RCPP AFA Approach

The project ISA and QV are proposing for the RCPP AFA seeks to expand the implementation of conservation practices on farms by leveraging RCPP AFA funding as a payor for verified water quality outcomes generated by the Soil and Water Outcomes Fund in Iowa. This proposed approach responds

directly to the RCPP AFA request for projects that 1) “use innovative approaches to leverage federal investment in conservation” and 2) “deploy a pay for performance conservation approach”.

As part of this project, we wish to engage Ames as a co-payor for nitrate and phosphorus outcomes alongside RCPP AFA funding. Funding for outcomes payments from the City of Ames would be stacked together with water outcome payments provided by the RCPP AFA award to allow for a lower “cost of entry” for the City of Ames. The subsidy being proposed is a 75% / 25% split - for every dollar of water quality outcomes produced, we propose the RCPP AFA pays \$0.75 and the City of Ames pays \$0.25. One hundred percent of the water quality outcomes purchased by the City of Ames will be available for use with Nutrient Reduction Exchange, but Ames will only be required to pay for 25% of the cost. QV and ISA will provide the upfront funding to farmers needed to implement conservation practices across at least 100,000 acres of Iowa cropland annually in 2021 and in 2022.

As part of our RCPP AFA proposal, we request that the City of Ames contribute a total of \$100,000 over 2 years (\$50,000 per year at the end of calendar year 2021 and calendar year 2022) for the purchase of verified water quality outcomes. The sale price to Ames for these outcomes will be fixed at \$3 per lb of N and \$8 per lb of P, paid only upon confirmation that these outcomes have been achieved by our independent verification partner (Sustainable Environmental Consultants)¹ using the IDNR-approved Nutrient Tracking Tool model. With the RCPP funding taken into account, the effective City of Ames cost per pound is reduced to \$0.75 per lb of N and \$2 per lb of P. All information about the location of practice implementation, types of practices implemented, monitoring data collected would be transparent and freely provided to the City of Ames as needed, so long as the request is compliant with the farmer agreements.

It is anticipated the City of Ames annual purchase of \$50,000 of water quality outcomes will result in an estimated 54,545 lbs of nitrogen and 4,545 lbs of phosphorus reductions each year during the 2021 and 2022 period. The water quality outcomes not purchased by the City of Ames and RCPP are anticipated to be purchased by IDALS and will not be available for use by the City of Ames with the Nutrient Reduction Exchange.

Why This Approach Benefits the City of Ames

ISA and QV believe our proposed RCPP AFA approach to achieving conservation outcomes in Iowa offers several significant advantages over other approaches.

1. Water quality outcomes purchased by the City of Ames will be created under the NRE and will be used to meet regulatory requirements of NPDES permits via a future Memorandum of Understanding between the City and the Department of Natural Resources.
2. We aim to provide a pathway for the City of Ames to purchase outcomes only after they have been verified, which we feel offers a more cost-effective pathway for public expenditure.

¹ <https://sustainableenviro.com/>

3. The purchase of verified water quality outcomes would yield significant cost savings per unit of outcome over current and future City of Ames nutrient reduction programs. Partnering with the RCPP AFA increases this cost effectiveness significantly.
4. Stacking federal government, municipal, and corporate funding represents a first-of-kind innovation in financing agricultural conservation, and would further reinforce the City of Ames commitment to achieving water quality outcomes in the Squaw Creek and South Skunk River watersheds.
5. ISA and QV believe we can demonstrate to NRCS that pay for performance approaches deserve expanded funding support, unlocking even more federal funding to support outcomes focused transactions for Ames.

Next Steps

We welcome the opportunity to further discuss our proposed project and to explain why we believe this is a unique opportunity to pilot an innovative approach to achieving conservation outcomes in the Squaw Creek and South Skunk River watersheds. ISA and QV are currently in the process of preparing proposal materials and securing agreement from our proposed project partners. We have secured commitment from Cargill to purchase the CO₂e reductions from 100,000 acres of Iowa cropland during the grant period (2021-2023). If the City of Ames wishes to participate, we would require a letter of commitment stating the funding amount allocated for annual outcomes purchases provided that we meet the city's stated purchase conditions (price, quantity, etc).

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF FY 2020/21 OUTSIDE FUNDING REQUEST CONTRACTS

BACKGROUND:

During adoption of the FY 2020/21 Budget, the City Council reviewed requests from local organizations. The City Council allocated funds for these organizations to provide facilities and services to the public. In total, \$205,374 was allocated from the Local Option Sales Tax Fund, and \$15,000 was allocated from the Hotel/Motel Tax Fund.

Contracts with each organization have been signed by organization representatives, returned to City staff, and are now before the City Council for approval. **A contract was drafted and sent to Ames Main Street that included \$6,800 in a task for the 4th of July Parade, which has been an Ames Main Street task for several years. Due to the Council’s action on May 12 canceling this parade, City staff worked with Ames Main Street in the past two weeks to revise the scope of services. The \$6,800 that was originally proposed for the parade has been moved into other, non-event tasks for this year’s contract.**

Scopes of services and funding amounts for each organization are listed below:

Ames Economic Development Commission		\$15,000
Funds awarded shall be used towards the Workforce Solutions Program. Programming efforts will be used to attract and recruit talent to the Ames community. The activities under the Workforce Solutions program shall include the engagement of high school students with Ames businesses and the marketing of job opportunities through various job boards as well as to student interns, soon to be college graduates, visitors to Ames, and ISU Alumni.		
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
1. Develop an online portal to connect students with project-based learning opportunities in Ames	July 2020	\$500
2. Create and implement an online workforce video series	July 2020	\$4,000
3. Sponsor Fast Track Childcare Program to assist individuals in becoming registered in-home daycare providers	Sept. 2020	\$1,500
4. Host a Women in Manufacturing Event	Sept. 2020	\$2,000

5. Host a Parent/Student Manufacturing Event	Oct. 2020	\$3,000
6. Implement a job marketing initiative using online ads and participation in the Livelowa.com campaign	April 2021	\$4,000

Ames International Partner Cities Association, Inc.		\$5,525
Funds provided shall be used to undertake such activities as will foster and promote friendly relations and mutual understanding between the people of Ames, Iowa and people of similar cities of other nations. These activities shall include the hosting of international delegations and the sending of delegation leaders. The Provider shall also act as a coordinating influence among those organizations, groups and individuals desiring to engage in activities furthering those objectives and purposes stated above.		
Drawdown Schedule:		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Host student delegation from Koshu City	Sept 2020	\$3,025
Kosovo partner city development (host or visit delegation)	June 2021	\$2,500

Hunziker Youth Sports Complex, Inc.		\$31,876
Funds awarded shall be used towards the facilities, equipment, and services required to provide youth sports programs for the Ames community. In turn, participants in sports programs will be charged lower participant fees than they would if operating expenses were not subsidized.		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Provide a youth sports program comprising baseball, soccer, and softball	October 2020	\$31,876

Story County Housing Trust		\$35,843
Funds awarded shall be used to:		
1. Provide direct funding to individuals and families who meet income requirements to make repairs to their owner-occupied homes		
2. Provide rental assistance to Ames residents who meet income requirements		

<u>Task</u>	<u>Date</u>	<u>Amount</u>
- Provide for owner-occupied repairs to homes	June 2021	\$20,000
- Provide rental assistance to Ames residents	June 2021	\$15,843

Ames Main Street (Ames Chamber of Commerce)	\$50,035
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Drawdown Schedule:

<u>Task</u>	<u>Date</u>	<u>Amount</u>
-Provide COVID-19 information and resources to downtown businesses	July 2020	\$3,800
-Fulfill req'ts to maintain Ames as an MSI community and Iowa Great Place, including seeking and managing grants (Part 1)	Aug. 2020	\$6,500
-Maintain a current building and business inventory, district statistics, per the requirements of the MSI program	Dec. 2020	\$2,000
-Serve as a point of contact regarding downtown public policy issues and inform property owners and tenants about policy changes, construction projects, and other issues that may affect downtown (Part 1)	Dec. 2020	\$4,000
-Host Snow Magic	Dec. 2020	\$3,000
-Fulfill req'ts to maintain Ames as an MSI community and Iowa Great Place, including seeking and managing grants (Part 2)	Feb. 2021	\$6,500
-Conduct beautification efforts in the public right-of-way	May 2021	\$12,000
-Host ArtWalk	June 2021	\$3,000
-Host district-wide retail promotions	June 2021	\$2,000
-Serve as a point of contact for special events, whether organized by Ames Main Street or others	June 2021	\$3,235
-Serve as a point of contact regarding downtown public policy issues and inform property owners and tenants about policy changes, construction projects, and other issues that may affect downtown (Part 2)	June 2021	\$4,000

Campustown Action Association (Ames Chamber of Commerce)	\$35,168
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Drawdown Schedule:

<u>Task</u>	<u>Date</u>	<u>Amount</u>
-Plan and host two fall events	Oct. 2020	\$ 11,000
-Plan and execute Summerfest in Campustown	June 2021	\$ 8,000
-Recruit outside organizations to host events in Campustown	Jan. 2021	\$ 2,418
-Coordinate activities to clean up and beautify	Dec. 2020	\$ 3,500

Campustown (Part 1)		
-Serve as a point of contact regarding Campustown public policy issues and inform property owners and tenants about policy changes, construction projects, and other issues that may affect Campustown	June 2021	\$ 3,750
-Coordinate activities to clean up and beautify Campustown (Part 2)	June 2021	\$ 3,500
-Promote the Campustown Façade Grant program and provide a report to the City regarding the potential to expand the program	Feb. 2021	\$ 1,000
-Serve as a point of contact for special events occurring in Campustown, whether organized by CAA or others	June 2021	\$ 2,000

Ames Historical Society		\$46,927
<u>Drawdown Schedule:</u>		
<u>Task</u>	<u>Date</u>	<u>Amount</u>
Quarter 1: Present 20 presentations/open houses Conduct 1 3 rd grade elementary school visit Answer 100 research requests Host 750 visitors at the Ames History Museum Catalog 125 historical Ames objects Conduct special projects/programs with 2 partner orgs.	Sept. 2020	\$10,230
Quarter 2: Present 20 presentations/open houses Conduct 1 3 rd grade elementary school visit Answer 100 research requests Host 750 visitors at the Ames History Museum Catalog 125 historical Ames objects Conduct special projects/programs with 2 partner orgs.	Dec. 2020	\$10,230
Quarter 3: Present 20 presentations/open houses Conduct 1 3 rd grade elementary school visit Answer 100 research requests Host 750 visitors at the Ames History Museum Catalog 125 historical Ames objects Conduct special projects/programs with 3 partner orgs.	Mar. 2021	\$10,230
Quarter 4: Present 20 presentations/open houses	June 2021	\$10,230

Conduct 2 3 rd grade elementary school visits Answer 100 research requests Host 750 visitors at the Ames History Museum Catalog 125 historical Ames objects Conduct special projects/programs with 3 partner orgs.		
Display exhibit about notable women from Ames history and host related programming	June 2021	\$6,007

ALTERNATIVES:

1. Approve outside funding contracts with the organizations listed above for FY 2020/21.
2. Modify the authorized amount or scope of services for one or more organizations
3. Do not approve these funding contracts.

CITY MANAGER’S RECOMMENDED ACTION:

Funding for these activities was included in the City’s adopted FY 2020/21 Budget. These scopes of services have been developed in cooperation with the organizations to ensure that the City’s funding is used for the benefit of the public.

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

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF FY 2020/21 COMMISSION ON THE ARTS ANNUAL GRANT CONTRACTS

BACKGROUND:

The City Council authorized the Commission on the Arts (COTA) to allocate up to \$183,898 in arts agency funding for FY 2020/21. In February, the City Council received COTA's recommendations for annual grants totaling \$178,494, with an additional \$5,404 reserved for spring and fall special project grants. The City Council approved these recommendations as part of the FY 2020/21 City Budget.

Contracts have been mailed to arts organizations and returned with signatures and are now presented for City Council approval.

COTA 2020-21 Annual Grant Contract Amounts

Organization	Allocation
ACTORS	\$ 16,330
AIOFA	9,900
Ames Chamber Artists	4,742
Ames Children's Choirs	12,800
Ames Choral Society	3,704
Ames Community Arts Council	11,288
Ames Town & Gown	18,039
Ames Chapter of Des Moines Metro Opera Guild	1,105
Central Iowa Symphony	10,910
Central Iowa Touring Ensemble	4,025
CoMotion Dance	3,239
Dancercenter Dance Company Foundation	2,568
Good Company	1,750
India Cultural Association	8,951
KHOI Community Radio	5,130
Kids Co'Motion	2,900
Octagon Center for the Arts	47,583
Story Theater Company	13,530
TOTAL	\$ 178,494
Council Authorized for 2020/21	\$ 183,898
Reserve for Special Project Grants	\$ 5,404

ALTERNATIVES:

1. Approve the COTA Annual Grant contracts as recommended by the Commission on the Arts.
2. Request further information from COTA prior to approving these contracts.

CITY MANAGER'S RECOMMENDED ACTION:

The City Council has allocated funding in the City Budget to fund arts activities, and the Commission on the Arts has received applications and made awards that meet the criteria for COTA funding. Contracts are required to define the scope of services that will be met by each organization receiving funding.

It should be noted that the City Council received at the Budget Wrap-up the "COTA Paragraphs." These paragraphs are placed into each contract, and specify what services are expected from each grant recipient.

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

COUNCIL ACTION FORM

SUBJECT: **AWARD OF DOWNTOWN FACADE GRANTS**

BACKGROUND:

The Downtown Façade Grant Program was introduced in 2000 to facilitate private improvements to downtown retail and other commercial storefronts. The City Council annually budgets \$50,000 as matching funds for eligible projects. This program is available to property owners within the area generally described as from 6th Street to the railroad tracks, from Duff Avenue to Northwestern Avenue, and along Kellogg Avenue to Lincoln Way (Attachment 1).

The program allows for up to \$15,000 of dollar-for-dollar matching funds per front façade and up to \$1,000 for additional architectural services. The program requires compliance with specified Design Guidelines that can be found on the Planning Division website at this [link](#). The program requirements include a prerequisite of a ground floor use of office or retail trade. Additionally, grant eligibility includes a requirement for proposed improvements to retain the historic façade or for the removal of non-compliant elements consistent with the guidelines or pursue eligibility under the other façade guidelines. **The program does not allow for maintenance activities or replacement of compliant elements with new in-kind elements as eligible activities on their own. Proposed improvements are intended to have a significant positive visual impact on the building and the district overall.** If grant requests exceed the available funding, the program criteria include preferences for façades that have not received previous funding, for front façades. Attachment 2 provides an overview of the intent and process for the façade grant program.

The program is designed to operate with two application cycles. The first cycle is typically in the summer and if there are remaining funds after awards are granted in the first round, then a second application round occurs in the winter. The summer grant round is intended to provide funding for new projects with one grant per building. The second round is intended to fund new projects and potentially second facades for properties that have already received a grant. There were no applications during the previous summer round. The current applications were solicited in the winter and are considered second round applications.

GRANT APPLICATIONS RECEIVED:

The City solicited applications for this round in January 2020 and received requests involving three properties. **The total requested grant funding is \$61,000. With the rollover of unused funds from the prior year for grants that were awarded but not used, there is a total of \$82,000 available for award at this time.** Two projects from

FY18/19 did not proceed with their improvement plans. These two projects are 210 Main Street (The Frame Shop) and 212 Main Street (London Underground). Each was awarded \$16,000 dollars in May of 2019. The 210 Main Street location chose not to move forward with the project after receiving a notice to proceed, while 212 Main Street did not complete the notice to proceed process and has not responded to staff inquiries on their interest to proceed with a project.

The first round of applications contains three grant requests for two properties that have common ownership but are separate buildings and properties. The 330 5th Street location last housed an electronics store and was originally a gas station and service station. The 412 Burnett Avenue location most recently housed a pet shop and was originally constructed for automobile repair. The building on the corner, 330 5th Street, is eligible for two grants in a second-round application cycle, one for each front façade as it is a corner property.

The second grant application is for the two-story property at 404 and 406 Main Street. The application proposes to remove the closed in windows that appear as shutters on the second story and replace them with new glazing that mimics the pattern of the original sash windows. The applicant intends to develop the properties as a unified structure, although it is designed as two separated tenant spaces.

Project summaries, a location map, and project design illustrations are attached.

<u>Address</u>	<u>Business or Building Name</u>	<u>Amount Requested</u>	<u>Total Project</u>
330 5 th Street & 412 Burnett Avenue	Vacant Vacant (recently pet shop) Design Fees	\$30,000 \$15,000 \$ 1,000	\$152,830
404 & 406 Main Street	Dahlberg Photography(ground floor)	\$15,000	\$ 37,000
		\$61,000	\$189,830

330 5th Street (corner building) & 412 Burnett Avenue

Jerry Nelson owns the buildings at 330 5th Street and 412 Burnett Avenue. Both are currently vacant. Ames Sanborn Maps show that the buildings were constructed between 1926 and 1947 as a filling station and auto service business (330 5th Street) and an auto repair shop (412 Burnett Avenue). County records show that both structures were built in 1927. These structures were built in a plain style for automobile service and maintenance. Both buildings are considered contributing properties to the Ames Main Street Historic District – National Register of Historic Places. Although they are contributing resources, the building themselves do not fit the traditional commercial design of the storefront façades on Main Street.

The owner intends to renovate the building and is seeking a grant to replace windows, install new windows, place windows in original garage door openings, add canopies, and install additional façade elements. This grant-eligible work will be done in conjunction with other cosmetic changes, painting of the brick, a new cornice, and brick façade maintenance. **The proposed improvements are requested in consideration of the properties as an “Other Façade” as described within the City’s [Downtown Design Guidelines](#), rather than applying the “historic façade” guidelines.** The total estimated cost for 330 5th Street and 412 Burnett Avenue is \$152,830. The project would be eligible for the maximum funding of \$46,000, which consists of \$15,000 for work on the three façades and \$1,000 in design fees. The applicant will need to provide cost breakdowns to ensure only eligible activities are funded with the façade grant.

Classifying the proposed project is important in order to apply the appropriate guidelines and determine eligibility for a façade grant. The Other Façade guidelines are described as those buildings that do not fit the historic façade category and are located on the edges of the Downtown. These guidelines focus on having compatible, but contemporary, architectural treatments that are of higher quality than basic zoning standards. Historic façade guidelines are reflective of the historic building character of Downtown with a goal of reinforcing that character by focusing on traditional brick treatments and window and door openings. The two sets of guidelines differ in specific design approaches and expectations within the facade program. The applicant prefers a more contemporary design look compared to that of the historic façade guidelines.

Staff reviewed the project in consideration of the applicant’s interests and that the building is a contributing historic property. The proposal is consistent with the Other Façade guidelines and staff worked with the applicant to support elements that are keeping with historic treatments such as removing noncompliant elements, using existing openings, and retaining the brick façade materials. The contemporary features include painting of the brick, use of the cornice, use of a paneling system at corners, metal canopies, and enlarged original openings. Staff recommends retention of brick façade materials overall for its original historic character, represented as Alternative 1. The applicant desires to add limestone cladding to the building in addition to the other features described above, represented as Alternative 2. Both designs are included as exhibits with this report.

Although more exterior work is proposed on the façade, the work noted in the table below, staff believes, is eligible for the façade grant as they are removing non-compliant items and replacing with compliant items or are installing a compliant element where none now exists. Other proposed features, such as the architectural elements at the building corners that will also obscure brickwork, are in keeping with the “Other Façade” guidelines for modulation. **If the façade grant request is approved, the applicant will need to secure encroachment permits for the canopies and potentially for the proposed modulation and cladding that could extend into the right-of-way prior to approval of a notice to proceed. Canopies are routinely approved as encroachments permits and encouraged in Downtown. Encroachments for building materials or entrances are unusual and may or may not be a significant**

encroachment. Staff does not have construction level design information to review for an encroachment at this time.

WORK-Alternative #1 (City Staff's Recommendation)	COST ESTIMATES
New Aluminum Windows (668 sq. ft. x 70)	\$46,830
New Aluminum Entrances (3 x 5000)	\$15,000
Canopies	\$10,000
Selective Demo, Dump Fees & Required Pedestrian Protection	\$12,500
Raised Architectural Elements	\$40,000
Eligible Construction Sub-Total	\$124,330
New Concrete at Patio	\$1,500
Prep & Paint Brick	\$7,000
Construction of Cornices	\$6,000
Construction Sub-Total	\$138,830
Professional Fees	\$14,000
Total Project Cost	\$152,830

***Alternative #2 (The applicant's preferred alternative) would include the additional cost of limestone cladding at the applicant's expense estimated at \$10,180.**

404 & 406 Main Street

This property is owned by Justin Dahlberg and is presently occupied by Dahlberg Portraits and a branch of Northwestern Mutual. Based on Ames Sanborn Maps, this building was constructed between 1911 and 1920. The applicant has submitted a picture dated 1914, though the Ames Public Library dates the same photograph from 1915. The building originally served as a garage, with an entrance in the center of the building. The structure has a partial second floor that extends back roughly a third of the length of the building. Although the ground floor façade has been altered significantly from its original appearance, the property is a contributor to the Historic District.

The applicant is proposing to restore the windows on the second story to their original appearance with a 3 over 2 configuration. The window openings are currently filled with shutters. Other than the shutters, the second story's façade appears intact. The work will also involve general repair to the façade near the windows, including to the windowsills, some of which are deteriorating.

The applicant has stated that the second story space is currently not usable. The applicant intends to illuminate the windows from within using a plain backdrop. The applicant has indicated a desire to restore the second story to usable space in the future, though no timeline was given. Rehabilitation of the windows would be the first step in creating usable second story space. The removal of the noncompliant shutters of a filled in window is an eligible activity for a façade grant.

The total estimated cost for 404 & 406 Main Street is \$37,500. The project would be eligible for the maximum funding of \$15,000. The applicant is not requesting reimbursement of design fees. At the time of reimbursement, the applicant will need to provide cost breakdowns to ensure only eligible activities are funded with the façade grant.

WORK	COST ESTIMATES
Windows (including removal of shutters, the purchase and installation of new windows, repairs to the windowsills, and a manlift)	\$23,270
Associated masonry repair related to windows	\$14,230
Total Project Cost	\$37,500

ALTERNATIVES:

1. The City Council can approve Downtown Façade Improvement Grants totaling up to \$61,000 for:
 - a. 330 5th Street & 412 Burnett Avenue in the amount of the estimated eligible costs up to \$46,000 for three eligible facades, without the additional limestone cladding, as depicted in Alternative #1. Note that prior to issuing a notice to proceed the applicant would need to secure an encroachment permit.
 - b. 404 & 406 Main Street in the amount of estimated eligible costs up to \$15,000 for window replacement.

2. The City Council can approve Downtown Façade Improvement Grants totaling up to \$61,000 for:
 - a. 330 5th Street & 412 Burnett Avenue in the amount of the estimated eligible costs up to \$46,000 for three eligible facades, with the limestone cladding (the Applicant's preferred alternative), as depicted in Alternative #2. If Council does choose this option, staff recommends that at least 50% of the façade (excluding windows and doors) must be the existing clay brick, in accordance with the "Other Façade" guidelines for materials. Note that prior to issuing a notice to proceed the applicant would need to secure an encroachment permit.
 - b. 404 & 406 Main Street in the amount of estimated eligible costs up to \$15,000.

3. The City Council can determine that some or all of the proposed grant requests are not compliant with Downtown Façade Improvement Grants program goals and objectives or are not visually significant and make different grant awards.

4. The City Council can refer this request to staff or the applicants for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

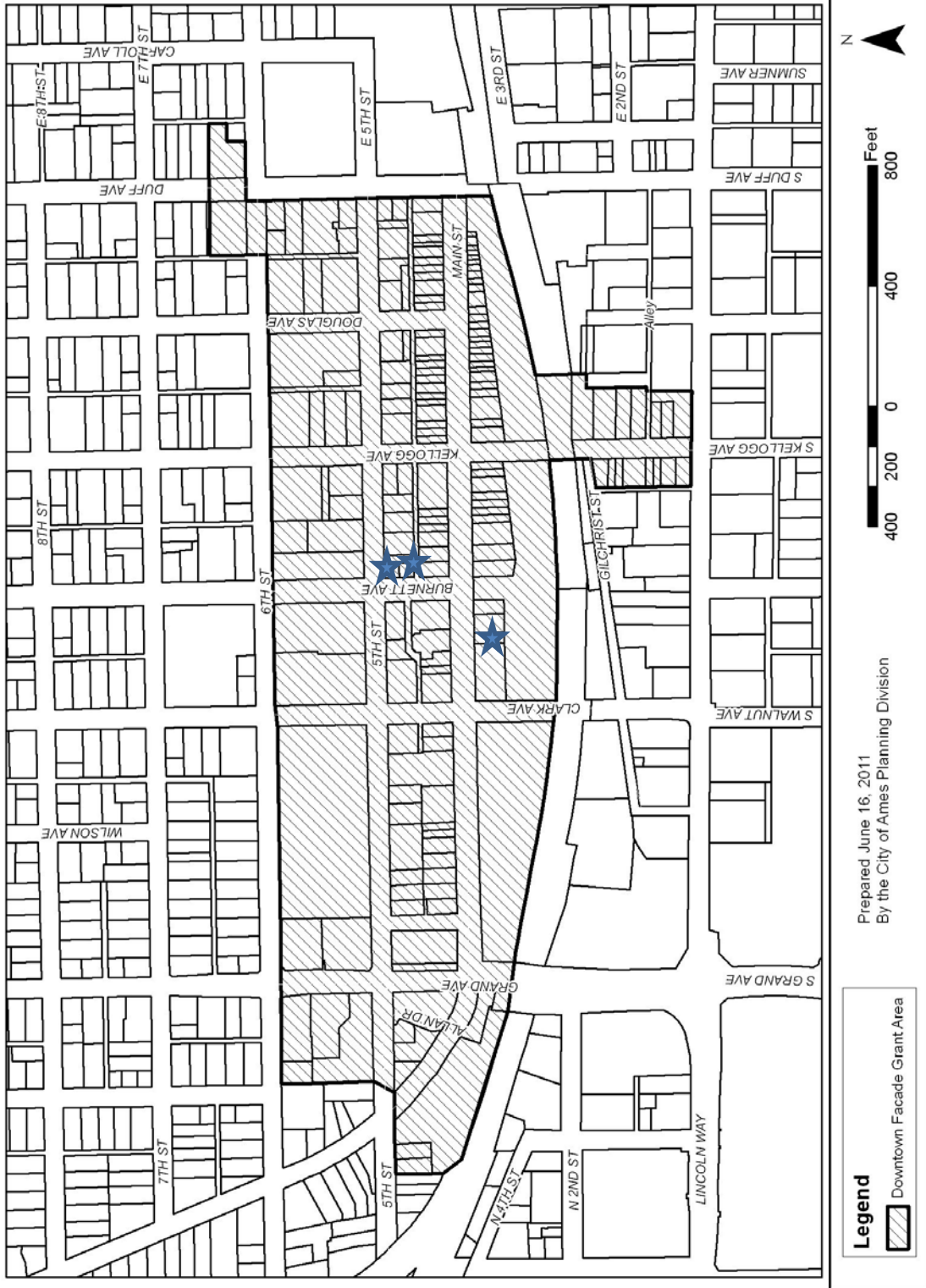
The fiscal year 2019-20 permitted two rounds of grant solicitations: one in the summer and one in winter. There were no applications submitted in the summer of 2019. The current round resulted in two requests involving 3 buildings for a total of four grants in the amount of \$61,000. One of the applications is for a building on Main Street and the other is for buildings located at the corner of Burnett Avenue and 5th Street. There is \$82,000 available for these requests.

City staff has determined that the proposed Downtown Façade Improvement projects for the buildings at 330 5th Street, 412 Burnett Avenue, and 404 & 406 Main Street all comply with the design requirements of the program. **Staff finds the that retaining the original brick material creates the greatest degree of consistency with the guidelines compared to adding additional cladding.** The Façade Program funding has enough funds to match the requested amounts.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, thereby approving Downtown Façade Improvement Grants for the four façade grants as noted above.

Attachment 1: Eligibility Map

Downtown Facade Grant Area



Attachment 2: Downtown Façade Grant Review

Requirements for all Façade Grants

- The building must be located downtown within boundaries established by City Council.
- The ground floor must be Office Uses or Trade Uses as defined by the Ames zoning ordinance.
- The façade design must comply with Downtown Design Guidelines.
- Improvements to historic facades shall include replacing non-compliant elements with compliant elements.
- Residential structures and buildings owned by the government, churches and other religious institutions are not eligible.
- No façade grant shall exceed \$15,000.

Program Logistics

The following process for review of applications for façade grants provides time to inform all potential applicants of the opportunity, to work with applicants, applicants to prepare submittals and for staff to review applications and report to City Council. Two grant periods will be planned for each fiscal year.

First Grant Period

For this first grant period, preference for grant awards will be given to:

- facades that have not received any previous grant funding
- front facades

Action Steps:

- Staff will inform all property and business owners of grant availability, process, and deadlines.
- Staff will work with applicants to define the project, ensure that it meets the guidelines, and assure that it is feasible and can be completed within the time frame.
- Applications will be accepted in May and June.
- Staff will review and score applications and report to City Council in July or August for awarding grants.
- Projects may then start in the fall and be potentially completed before the holiday shopping season.

Second Grant Period

If the entire budget is not committed in the first grant period in each year, a second grant period will begin in October for projects to be implemented the following spring. While facades on Main Street and facades for which no previous grants have been awarded will still receive first preference in this second grant period, all downtown grant requests will be considered and potentially approved if funds remain after all first-preference proposals are awarded.

Conditions of Grant Approval

- Grant projects must be completed within one year from award of grant.
- Any required building code and/or safety improvements to a structure must be completed before grant work proceeds or before grant funds are paid.

Attachment 3: Scoring Criteria

For each category, the following criteria shall be used to award points:

VISUAL IMPACT

Maximum Score 30 Points

- Improvements apply to more than one story on one facade
- Improvements apply to more than one 25-foot wide bay on one facade
- Improvements will create more visual significance because:
 - key, highly visual elements of the building are being improved
 - the building is prominently visible due to its location (E.g., it serves as a focal point from a street, is at a prominent intersection, or is larger than other buildings around it)

FINANCIAL IMPACT

Maximum Score 30 Points

- Matching funds exceed the minimum dollar-for-dollar match
- The project includes improvements being made to
 - ensure public safety,
 - establish or preserve the building's structural integrity
 - resist water and moisture penetration
 - correct other serious safety issues
- The façade project is part of a larger project that improves other exterior or interior parts of the building
- The project helps to make use of space that has been unoccupied or used only for storage

EXTENT OF IMPROVEMENTS

Maximum Score 20 Points

The number points granted in this category shall be based upon the number of elements from the Downtown Design Guidelines being improved. More improved elements deserve more points.

HISTORIC FACADES (such as Café Diem):

- Display windows
- Transoms
- Masonry (includes removing cover-up)
- Upper floor windows
- Parapet and cornices
- Awnings and canopies
- Entrance
- Kickplate

OTHER FACADES: (such as Wheatsfield)

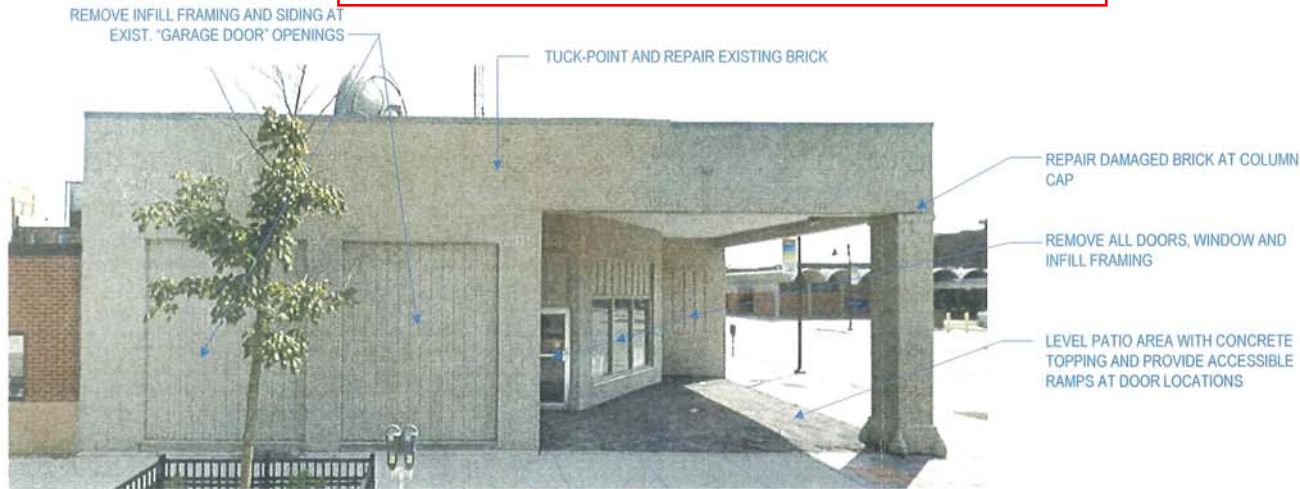
- Quality materials
- Façade modulation
- Fenestration
- Roof
- Awnings
- Building entrances

HISTORIC DESIGN

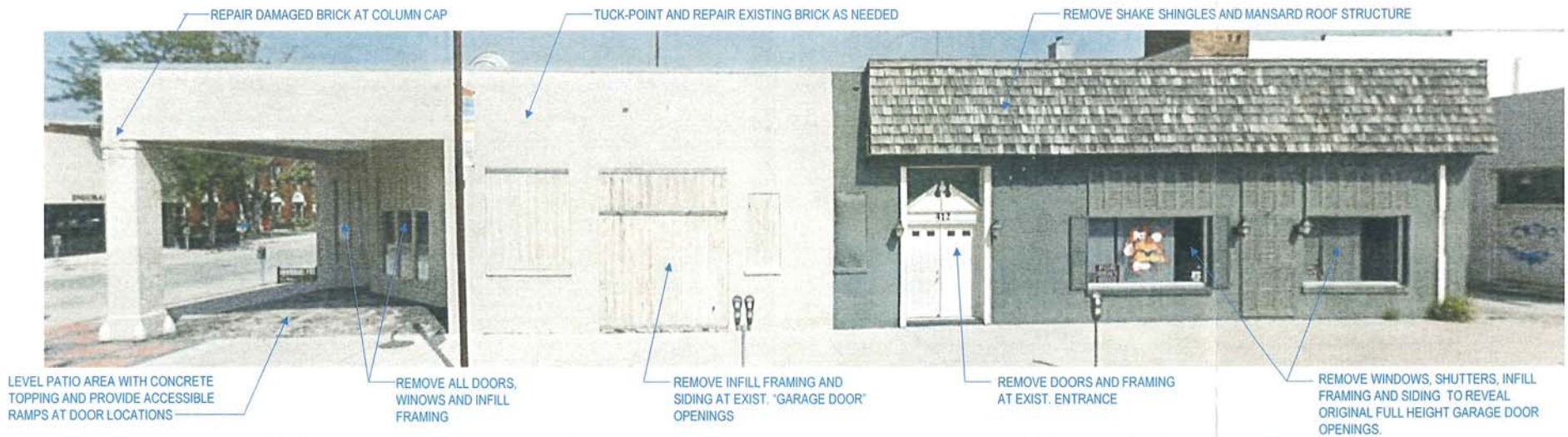
Maximum Score 20 Points

- Project includes historically appropriate materials and restoration techniques
- Project goes beyond basic rehabilitation and re-establishes a more historically accurate appearance than other projects

Existing Conditions



330 5th Street Façade No. 1



330 5th Street Façade No. 2

412 Burnett Avenue Façade

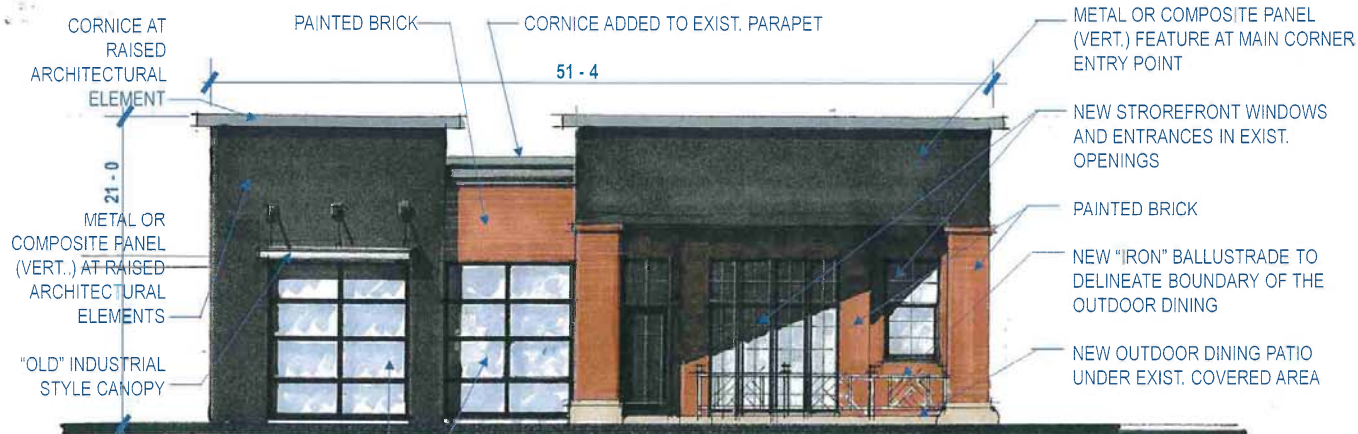
Prepared 19 Feb 2020

330 5TH ST. & 412 BURNETT AVE. - AMES, IOWA

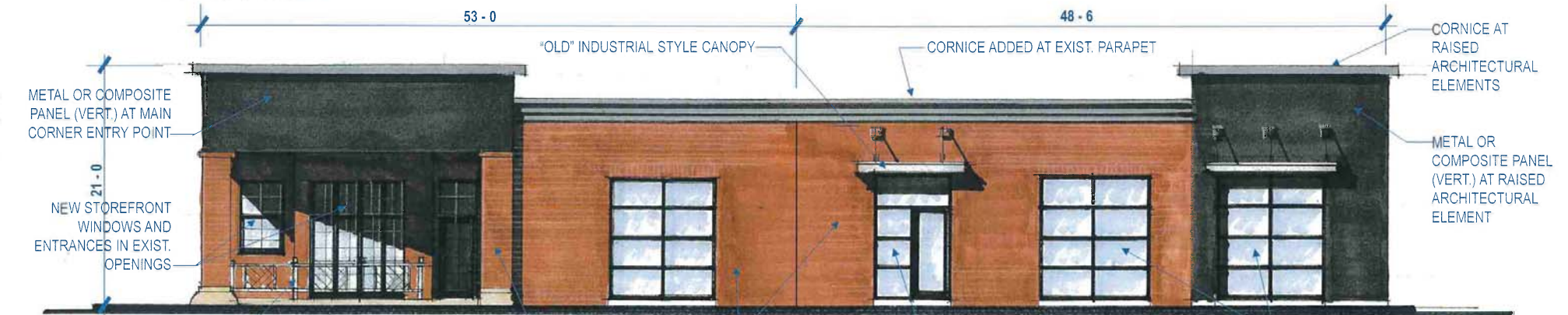
City of Ames - Downtown Façade Grant Application



Alternative 1



330 5TH Street Bldg. (Façade No. 1)



330 5TH Street Bldg. (Façade No. 2)

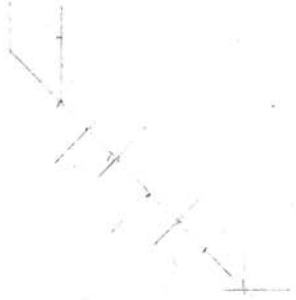
412 Burnett St. (Façade No. 3)

330 5TH ST. & 412 BURNETT AVE. - AMES, IOWA - REVISED ELEVATION DRAWING

AMENDMENT TO FAÇADE GRANT APPLICATION DATED 2/20/2020



Alternative 2-

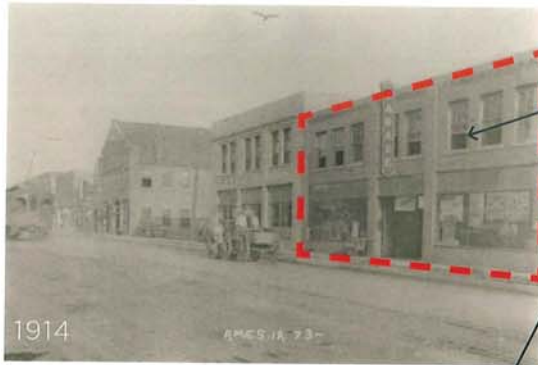


404-406 MAIN STREET FACADE STUDY

RECEIVED

FEB 21 2020

CITY OF AMES IA
DEPT. OF PLANNING AND HOUSING



ORIGINAL FACADE

Historic photographs illustrate the original storefront with three-over-two windows in the upper level.



EXISTING FACADE

Remove existing infill, framing, and deteriorating shutters in the original window openings. Replace with windows emulating the original window design.

Restore concrete masonry window sill to ensure the new window's longevity, provide additional public safety, and eliminate water intrusion.



WINDOW OPENING
4'4" W x 6'3" T Typ.



PROPOSED FACADE (DAYTIME)

New windows are designed with three-over-two mutons to match historic windows.



The restoration of the upper level of 404-406 Main Street would add richness to a large, 60 foot-wide, building on the 400 block of Historic Main Street. Beginning in the summer of 2019, new owners chose to invest in 404-406 with a refresh and remodel of the building and its finishes. The renovation of this building adds excitement and a classic, yet current, feeling to the 400 block of Main Street. This would be the first step toward reintroducing occupiable space in the front, upper level of the building. Interior lighting will be added after the window restoration project is complete to create ambiance for the building and Main Street during evening hours.

COUNCIL ACTION FORM

SUBJECT: **HEALTH INSURANCE ADMINISTRATIVE
SERVICES CONTRACT RENEWAL**

BACKGROUND:

Fifteen years ago, the City sought alternative bids for administrative services and excess coverage for the self-insured health insurance and pharmacy programs. At that time requirements were added as developed by an internal Health Insurance Team. That team's final report and recommendations served as the basis for the request for proposal (RFP) that yielded three quotations. The City Council subsequently approved award of the administrative services and excess coverage to Wellmark Blue Cross Blue Shield of Iowa.

Over the past fifteen years Wellmark has provided good customer service and has had a commendable record of accurate and timely claims payments. Wellmark also has advantageous contractual relationships with medical providers in Ames and throughout Iowa that allow the City to receive significant discounts on services received. Wellmark has a proven record of being able to administer the existing plans and has been a willing and capable partner in our efforts to improve the health status of employees and their families through quality programs and health promotion.

The City contracts with Gallagher, a Health Benefits Consultant, to assist with reviewing the overall administrative fees and services. Gallagher has reviewed the proposed fees and services Wellmark presented for FY 2020/21. The overall change (increase) for health care costs, including projected FY 2020/21 claims and all Wellmark administrative fees, is estimated at 5.5% for FY 2020/21 (approximately a total of \$9,832,694).

Wellmark has proposed the following changes to administrative fees for FY 2020/21:

Administrative and Access Fees - Effective July 1, 2020, Wellmark will charge \$47.99 per employee per month in administrative and access fees for a yearly total of \$327,100. This is an increase of 5.4% over FY 2019/20.

Specific and Aggregate Stop Loss Premiums - Effective July 1, 2020, Wellmark will charge \$85.13 per employee per month for specific and aggregate stop loss premiums. The individual stop loss protects the City from specific claims that exceed \$125,000 incurred in one year, while the aggregate stop loss protects the City in the event that total claims exceed 120% of projected losses.

In FY 2019/20 the stop loss rate charged per employee per month was \$67.55. However, the stop loss trend over the past several years has significantly exceeded

Wellmark's projections. For that reason, the stop loss rates for FY 2020/21 will increase by 26%. In FY 2020/21 the City will pay \$580,246 in specific and aggregate stop loss premiums.

While the projected overall increase in healthcare expenditures in FY 2020/21 is now projected to be 5.5% after obtaining the Wellmark proposal, the FY 2020/21 Budget was approved back in March with an anticipated 3.9% increase in expenditures. Available monies in the Health Insurance Fund balance will be used to cover the difference. This fund balance is projected to be \$5,594,802 at the end of FY 2019/20 and, therefore, sufficient funds are available to make up this difference and still handle any unexpected claim fluctuation without jeopardizing the needed reserves as it relates to the 509A statute.

ALTERNATIVES:

1. Accept the renewal documents from Wellmark for administrative services, specific and aggregate excess insurance, and access fees for benefits effective from July 1, 2020 to June 30, 2021.
2. Do not renew the City's health insurance administrative services contract with Wellmark.

CITY MANAGER'S RECOMMENDED ACTION:

Wellmark has been an effective administrator of the City's health care administrative services. Wellmark's services are cost-effective, and they have a strong working relationship with the City's other health care partners. Renewal of this contract will provide the best value to the City in administering its health insurance program.

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

COUNCIL ACTION FORM

SUBJECT: RENEWAL OF DENTAL INSURANCE ADMINISTRATOR CONTRACT

BACKGROUND:

For many years the City has contracted with Delta Dental of Iowa to administer the Dental Insurance benefits for City employees and their families.

Over the past several years, Delta has provided good customer service and has had a commendable record of accurate and timely claims payment. Delta Dental also has advantageous contractual relationships with dental providers in Ames and throughout central Iowa, which allows the City to realize significant discounts on services received. Delta has a proven record of being able to administer the existing plans, and has also been a willing and capable partner in our efforts to improve the health status of employees and their families through quality programs.

Effective July 1, 2020, Delta Dental is estimating the City's annual claims to be \$434,647 for FY 2020/21. Fixed fees increased from \$4.54 per contract to \$4.69 per contract from FY 2019/20 to FY 2020/21, or an increase of 3.3%. The total projected annual expense of \$466,389 is covered in the amounts budgeted for health insurance included in the FY 2020/21 budget.

ALTERNATIVES:

1. Accept the renewal documents from Delta Dental of Iowa to provide administrative services for dental benefits effective July 1, 2020.
2. Reject the renewal from Delta Dental of Iowa.

CITY MANAGER'S RECOMMENDED ACTION:

Over the past two decades Delta Dental of Iowa has been an effective administrator of the City's dental administrative services. Renewal of this contract will provide the best value to the City in administering its dental insurance program.

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

COUNCIL ACTION FORM

**SUBJECT: RENEWAL OF GROUP LIFE AND LONG-TERM DISABILITY
INSURANCE COVERAGES**

BACKGROUND:

National Insurance Services (NIS) has provided two benefits for City employees since 2003. These are Group Life insurance (including Accidental Death & Dismemberment, or AD&D), and Long Term Disability (LTD) insurance. NIS is the administrator for a group program which covers numerous government and school system accounts. The Life and LTD insurance policies are provided through Madison National Life Insurance Company.

These two policy renewals (Life/AD&D and LTD Insurance) were last approved by the City Council for three-year terms beginning July 1, 2017 through June 30, 2020. This renewal proposal is based on the City's overall claims experience for both the Life and LTD coverages.

The insurer is proposing no change to the City's LTD insurance rate for a period that expires July 1, 2023. The coverage is structured into one-year terms, which automatically renew for the second and third years. The City may elect to cancel either of the renewal periods if it chooses to pursue alternatives to this coverage.

The insurer is proposing no increase to the City's current rate for Life Insurance and AD&D for a period expiring on July 1, 2021. These rates reflect the City's loss experience over the past five years.

The incumbent insurance company, Madison National Life, has provided outstanding claims service. NIS has continued to provide excellent billing and administrative support services in its capacity as group administrator.

The NIS/Madison National proposal is to maintain the existing coverages with the new rate guarantees as summarized below:

- The rate for Basic Life insurance (with Accidental Death & Dismemberment) will be \$0.22 per \$1,000 of coverage per month. Due to the City's loss history, the insurer is only willing to offer a one-year rate on this coverage.
- The rate for Long-Term Disability (LTD) will remain at \$0.505 per \$100 of covered payroll. The insurer is willing to offer a three-year rate guarantee for this coverage based on the City's loss history.

There are significant reasons why these policies are not regularly subjected to competitive marketing. These include the following:

- As participants in the group program administered by NIS, the City is part of a group of 1,566 public sector organizations, with over 550,000 insured lives in 20 states. This helps ensure competitive and stable rates over the long term.
- The independent broker who placed the City with this group program has advised staff that the NIS program is competitive with other alternatives currently available in the insurance marketplace.
- Changing insurers involves re-enrollment of all employees, requiring significant administrative staff effort and employee time.

ALTERNATIVES:

1. Accept the proposal from National Insurance Services for continuing the current group life with accidental death and dismemberment for a one-year term ending July 1, 2021 and long-term disability policies with the guaranteed rates specified above for the new three-year period July 1, 2020 through July 1, 2023.
2. Reject the National Insurance Services proposal and direct staff to seek other proposals for these coverages.

CITY MANAGER'S RECOMMENDED ACTION:

Under the current group administrator, the City has had an excellent service history and track record of rate reductions and guarantees given in response to favorable claims experience. The rates for these coverages continue to be competitive, and the Life/AD&D rate increase is justified by the City's actual claims experience over the past five years.

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



March 6, 2020

Bill Walton
Risk Manager
City of Ames
515 Clark Avenue
Ames, IA 50010

RE: Life and Long-Term Disability Insurance Renewal

Dear Mr. Walton:

The City of Ames' Life and Long-Term Disability Insurance policies renew on July 1, 2020. I am pleased to inform you that Madison National Life Insurance Company, Inc. has determined that rate adjustments are not needed. Your renewal rates are as follows:

	Current Rates	Renewal Rates as of July 1, 2020
Long-Term Disability	.505% (.00505) of covered payroll	.505% (.00505) of covered payroll
Basic Life	\$0.19 per \$1,000	\$0.19 per \$1,000
Basic AD&D	\$0.03 per \$1,000	\$0.03 per \$1,000
Employee Supplemental Life	Age rates	Current age rates
Employee Supplemental AD&D	\$0.03 per \$1,000	\$0.03 per \$1,000
Spouse Supplemental Life	Age rates	Current age rates
Dependent Basic Life	Option 1 - \$0.38 per unit Option 2 - \$0.75 per unit	Option 1 - \$0.38 per unit Option 2 - \$0.75 per unit

The Long-Term Disability rate is guaranteed for three years until July 1, 2023. The Life Insurance rates are guaranteed for one year until July 1, 2021.

Please sign the bottom of this letter as your acceptance of the renewal. Thank you for your continued business. Please do not hesitate to call me if you have any questions.

Sincerely,

Megan Ware
Account Representative, Insured Products

cc: David Siedenburgh

The July 1, 2020 renewal of Life and Long-Term Disability Insurance as outlined above is accepted.

Signature & Title

Date

Corporate Headquarters
250 South Executive Drive
Suite 300
Brookfield, WI 53005

Indiana Office
9100 Meridian Square
50 East 91st Street
Suite 315
Indianapolis, IN 46240

Michigan Offices
310 East Michigan Avenue
Suite 503
Kalamazoo, MI 49007

43120 Utica Road
Suite 400
Sterling Heights, MI 48314

120 East Liberty
Suite 220
Ann Arbor, MI 48104

Minnesota Office
14852 Scenic Heights Road
Suite 210
Eden Prairie, MN 55344

Nebraska Office
9202 West Dodge Road
Suite 202
Omaha, NE 68114

Pennsylvania Office
375 Southpointe Blvd
Suite 220
Canonsburg, PA 15317

COUNCIL ACTION FORM

SUBJECT: RENEWAL OF ICAP MEMBERSHIP TO PROCURE CASUALTY AND LIABILITY INSURANCE COVERAGES

BACKGROUND:

The City's annual membership in the Iowa Community Assurances Pool (ICAP) expires on June 30, 2020. The City has been a member of ICAP since July 1, 2004 and secures its casualty and liability coverages through this membership. ICAP is a member-owned and funded group insurance pool for Iowa public entities. ICAP provides similar protection to approximately 300 cities, 70 counties, 50 fair boards, and over 250 other public entities.

ICAP provides coverage to the City for General (Third Party) Liability, Vehicle and Transit Bus Liability, Bookmobile Physical Damage, Public Officials Wrongful Acts, Police Professional Liability, and Employee Theft (Bond).

City staff did not seek alternatives to this program this year. Membership in the ICAP pool is a long-term commitment based on the fundamentals of rate stability, availability of coverages meeting the City's needs, and the quality of services (underwriting, loss control, and claims handling). A summary of ICAP's quote for these services showing the current and upcoming year's proposed fees is shown below:

	FY 2020/21 Quote	FY 2019/20 Current
Type of Coverage and Amount:	\$15 million limits	\$15 million limits
General Liability (\$2,000,000)	\$189,258	\$197,723
Bond, incl. fee	4,689	4,689
Automobile (\$2,000,000)	222,569	222,636
Public Officials (\$2,000,000)	36,745	33,908
Law Enforcement (\$2,000,000)	30,271	27,790
Bookmobile Damage (\$261,300)	578	578
Excess Liability (\$13,000,000)	115,836	116,589
Subtotal Cost	\$599,946	\$603,913
ICAP Membership Credit*	(97,025)	(93,414)
Total Net (Invoice) Cost	\$502,921	\$510,499

*See notes below related to Credit.

The quote for coverage is a slight decrease from the quote for FY 2019/20. This decrease is enhanced by a slightly higher membership credit from ICAP for the renewal

year. Therefore, the FY 2020/21 Total Net Cost is a decrease of 1% from the Total Net Cost for FY 2019/20.

Although the ICAP Board has consistently issued a credit each year since the City has been a member, it is not included in the Risk Management Budget, since the issuance of the credit is not guaranteed. The amount of the credit can vary from year to year. The membership credit varies each year and is based on the size and financial condition of the pool, including such factors as loss experience and investment income. This year's credit is \$97,025. **As in past years, this amount will be used to directly offset the July 1 renewal invoice.**

The FY 2020/21 Budget includes funding in the amount of \$678,148 for liability coverage.

ALTERNATIVES:

1. Accept the quote for renewal of the City's membership in the Iowa Communities Assurance Pool (ICAP), with the net cost of \$502,921 for the coverages indicated above.
2. Direct staff to seek other alternatives for casualty and liability insurance.

CITY MANAGER'S RECOMMENDED ACTION:

The City's membership in ICAP continues to result in receiving excellent casualty and liability coverages and associated services at a competitive price.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the quote for renewal of the City's membership in the Iowa Communities Assurance Pool (ICAP), with the net cost of \$502,921 for the coverages indicated above.



May 1, 2020

Bill Walton, Risk Manager
City of Ames
PO Box 811
Ames, IA 50010

Dear Bill:

For the twenty-eighth consecutive year, the ICAP Board of Directors has approved property and casualty credits to every ICAP member that has fully funded its Cumulative Reserve Fund (CRF).

This initiative, the CRF return program, will benefit 683 ICAP members this year, and is made possible because of *you* – the ICAP membership. Your commitment to the program – its overall loss experience and financial condition – make for a stable Pool and enable us to give back to the ICAP membership. The CRF return program is evidence not only of this, but also of the strength and viability of ICAP as a whole.

In 2020, ICAP will return a total of almost \$2.8 million to the ICAP membership. Your entity alone will receive \$97,025.72 from the member credit program this year. This credit will be awarded to you in the form of a voucher, the amount for which may be deducted from your invoiced anniversary contribution. The credit voucher should be returned to our office when you remit your contribution payment, which should be the invoiced amount *less* the credit listed on your voucher. If you have questions about this voucher, please contact your ICAP underwriter for assistance.

On behalf of the ICAP Board of Directors, we appreciate your continued support and participation in the Pool, and look forward to our continued efforts in working together to make ICAP the premier risk-sharing Pool in the nation.

Sincerely,

Jody E. Smith, Chairman | ICAP Board of Directors

JES:jeb

CC: Steve Goodhue
KTA LLC dba Knapp Tedesco Insurance Agency



INVOICE

FOR

City of Ames

Anniversary Date: 07/01/2020

5701 Greendale Road
Johnston, IA 50131
www.icapiowa.com



Member Invoice

Member Name: City of Ames
Policy Number: R0535PC2020-1

Anniversary Date: 07/01/2020

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$189,258
Auto Liability	\$2,000,000	\$222,569
Law Enforcement Liability	\$2,000,000	\$30,271
Public Officials Liability	\$2,000,000	\$36,745
Excess Liability	\$13,000,000	\$115,836
Vehicles	\$261,300	\$578
Bond	\$1,000,000	\$4,689
TOTAL CONTRIBUTION		\$599,946

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:
07/01/2020

ICAP accepts online payments! To pay your invoice online, please visit www.icapiowa.com, click "Pay Now" at top right of home page and follow the instructions provided. There is no fee for paying online. If preferred, members may also issue a check payable to the Iowa Communities Assurance Pool. Please note: providing a check as payment authorizes us to either use the information from your check to make a one-time electronic fund transfer (EFT) from your account or process the payment as a check transaction. If you have questions or wish to discuss, please contact the ICAP office via 1-800-383-0116.



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact:	<u>Bill Walton</u>	Alternate Contact:	<u>Brian Phillips</u>
Title:	<u>Risk Manager</u>	Title:	<u>Assistant City Manager</u>
Address:	<u>515 Clark Ave., PO Box 811</u>	Address:	<u>515 Clark Ave., PO Box 811</u>
Address:	_____	Address:	_____
City, State, Zip:	<u>Ames, IA 50010</u>	City, State, Zip:	<u>Ames, IA 50010</u>
Email:	<u>bwalton@city.ames.ia.us</u>	Email:	<u>bphillips@city.ames.ia.us</u>
Telephone:	<u>515-239-5102</u>	Telephone:	<u>515-239-5199</u>

In witness whereof, this proxy was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:

Governmental Subdivision: City of Ames

Member ICAP #: 0535

By: _____

Title: _____

By: _____

(City Clerk/County Auditor/Board Secretary)



Anniversary Information Acknowledgement

The undersigned representative of the City of Ames acknowledges that he/she:

- Reviewed the information provided on all Iowa Communities Assurance Pool applications and all applicable supplemental applications.
- Reviewed all applicable property and vehicle schedules.
- Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.
- Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, City of Ames has elected to:
 - Waive any and all coverage(s) and any applicable contribution charges. City of Ames understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, City of Ames will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).
 - Accept the increased limits: _____
(Limit of Liability Accepted)

Executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Subdivision City of Ames indicated below:

By: _____

Title: _____

Member: City of Ames

Member Number: 0535

Anniversary Date: 07/01/2020



Quote Summary

City of Ames

Anniversary Date: 07/01/2020

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$189,258	\$2,000,000	\$100,000	07/01/2020	7/1/2020
Auto Liability	\$222,569	\$2,000,000	\$25,000	07/01/2020	7/1/2020
Law Enforcement Liability	\$30,271	\$2,000,000	\$25,000	07/01/2020	7/1/2020
Public Officials Liability	\$36,745	\$2,000,000	\$25,000	07/01/2020	7/1/2020
Excess Liability	\$115,836	\$13,000,000		07/01/2020	7/1/2020
Vehicles	\$578	\$261,300	See Schedule	07/01/2020	7/1/2020
Bond	\$4,689			07/01/2020	7/1/2020
TOTAL CONTRIBUTION	\$599,946				
FINAL CONTRIBUTION	\$599.946				

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This quotation expires on the Proposed Effective Date.



Iowa Communities Assurance Pool

Commitment to Continue Membership

I, City of Ames, do hereby affix my signature to this form and promise to submit the contribution of \$599,946.00 (less attached vouchers if applicable) by _____ . In order to fulfill this commitment, our payment will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than _____ .

Printed Name _____

Signature _____

Date _____

Iowa Communities Assurance Pool
5701 Greendale Road
Johnston, IA 50131



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

2 - 515 Clark Ave. Ames, IA 50010

#	Year	Make	Model	VIN	Type	Value	Valuation Comp	Ded	Coll	Ded
243	2015	Bluebird	T3FE3107A #930	1BABFCP A8FF3121 23	Lt. Med Trucks	261,300	ACV Y	\$1,000	Y	\$1,000

Total Location Vehicle Value: 261,300

99 - Liability Only Ames, IA 50010

#	Year	Make	Model	VIN	Type	Value	Valuation Comp	Ded	Coll	Ded
1	2007	Chevrolet	Colorado #865	5091	Passenger Car/Vans/Pickups		Liability Only N		N	
2	2007	Chevrolet	Colorado #875	3925	Passenger Car/Vans/Pickups		Liability Only N		N	
3	2005	Chevrolet	Colorado (ED) #812	7161	Passenger Car/Vans/Pickups		Liability Only N		N	
4	2006	Chevrolet	Colorado (Insp) #830	8548	Passenger Car/Vans/Pickups		Liability Only N		N	
5	2006	Chevrolet	Colorado (Insp) #831	7736	Passenger Car/Vans/Pickups		Liability Only N		N	
6	2012	Chevrolet	Colorado (ROW Maint.) #326	9349	Passenger Car/Vans/Pickups		Liability Only N		N	



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7	2012	Chevrolet	Colorado (Sign & Signal) #935	0112	Passenger Car/Vans/Pickups	Liability Only	N	N
8	2011	Chevrolet	Express (WPC Operations) #192	0086	Passenger Car/Vans/Pickups	Liability Only	N	N
9	2004	Chevrolet	Silverado (FD) #803	5380	Passenger Car/Vans/Pickups	Liability Only	N	N
10	2012	Ford	Expedition (PW Engr.) #336	9855	Passenger Car/Vans/Pickups	Liability Only	N	N
11	2006	Ford	Freestyle (FD) #835	2810	Passenger Car/Vans/Pickups	Liability Only	N	N
12	2014	Ford	Fusion (WPC Admin) #962	3680	Passenger Car/Vans/Pickups	Liability Only	N	N
13	2001	Ford	Taurus (MP) #661	5041	Passenger Car/Vans/Pickups	Liability Only	N	N
14	2005	Ford	E150 Cargo Van (WP) #771	8920	Passenger Car/Vans/Pickups	Liability Only	N	N
15	1998	Ford	E350 Van #769	7932	Passenger Car/Vans/Pickups	Liability Only	N	N
16	2008	Ford	Escape #892	4069	Passenger Car/Vans/Pickups	Liability Only	N	N
17	2013	Ford	Escape (Water Operations) #963	4206	Passenger Car/Vans/Pickups	Liability Only	N	N
18	2007	Chevrolet	Aveo (Customer Service) #886	7621	Passenger Car/Vans/Pickups	Liability Only	N	N



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19	2004	Chevrolet	Malibu #847	5006	Passenger Car/Vans/Pickups	Liability Only	N	N
20	2005	Chevrolet	Astro Van (EPC) #825	3006	Passenger Car/Vans/Pickups	Liability Only	N	N
21	2006	Ford	Explorer (PW-E) #845	1199	Passenger Car/Vans/Pickups	Liability Only	N	N
22	2010	Ford	F150 #63	6626	Passenger Car/Vans/Pickups	Liability Only	N	N
23	2003	Ford	F150 (EPP) #560	2851	Passenger Car/Vans/Pickups	Liability Only	N	N
24	2006	Ford	F150 (EPP) #834	3035	Passenger Car/Vans/Pickups	Liability Only	N	N
25	2010	Dodge	Caravan #2	6667	Passenger Car/Vans/Pickups	Liability Only	N	N
26	2001	Dodge	Ram (WP) #428	5538	Passenger Car/Vans/Pickups	Liability Only	N	N
27	2012	Dodge	Ram 3500 (Elec Distri) #348	5666	Passenger Car/Vans/Pickups	Liability Only	N	N
28	2000	Ford	F150 (FD)	6468	Passenger Car/Vans/Pickups	Liability Only	N	N
29	2010	Ford	F150 (Park/Rec & Aquatic) #96	3315	Passenger Car/Vans/Pickups	Liability Only	N	N
30	2008	Ford	F150 (PW Engineering) #853	8066	Passenger Car/Vans/Pickups	Liability Only	N	N



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31	2003	Ford	F150 (PW-PM) #651	6464	Passenger Car/Vans/Pickups	Liability Only	N	N
32	2010	Ford	F150 (PW-Streets) #151	7566	Passenger Car/Vans/Pickups	Liability Only	N	N
33	2010	Ford	F150 (Right/Way Maint.) #159	6872	Passenger Car/Vans/Pickups	Liability Only	N	N
34	2012	Ford	F150 (Water Operations) #390	0103	Passenger Car/Vans/Pickups	Liability Only	N	N
35	2008	Ford	F250/CyRide #898	7595	Passenger Car/Vans/Pickups	Liability Only	N	N
36	2005	Ford	F250 #767	2049	Passenger Car/Vans/Pickups	Liability Only	N	N
37	2000	Ford	F250 (EPC) #431	7141	Passenger Car/Vans/Pickups	Liability Only	N	N
38	2005	Ford	F250 (P&R) #585	2495	Passenger Car/Vans/Pickups	Liability Only	N	N
39	2006	Ford	F250 (P&R) #833	3772	Passenger Car/Vans/Pickups	Liability Only	N	N
40	2005	Ford	F250 (PW-O) #754	2494	Passenger Car/Vans/Pickups	Liability Only	N	N
41	2005	Ford	F250 (PW-S) #755	7504	Passenger Car/Vans/Pickups	Liability Only	N	N
42	2011	Ford	F250 (Utility Maint.) #101	0900	Passenger Car/Vans/Pickups	Liability Only	N	N



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43	2010	Ford	F350 #66	8978	Passenger Car/Vans/Pickups	Liability Only	N	N
44	2000	Ford	F350 (PU-UM) #439	1381	Passenger Car/Vans/Pickups	Liability Only	N	N
45	1999	Dodge	Ram 3500 (EPP) #234	3625	Passenger Car/Vans/Pickups	Liability Only	N	N
46	2012	Ford	Escape Hybrid (CyRide)	0155	Passenger Car/Vans/Pickups	Liability Only	N	N
47	2007	Ford	F150 #873	7960	Passenger Car/Vans/Pickups	Liability Only	N	N
48	2010	Ford	Escape #102	7841	Passenger Car/Vans/Pickups	Liability Only	N	N
49	2003	Ford	F350 (PW-C) #535	8035	Passenger Car/Vans/Pickups	Liability Only	N	N
50	2007	Ford	F350 (PW-E) #848	7912	Passenger Car/Vans/Pickups	Liability Only	N	N
51	2011	Ford	F350 (Sign/Signal Mntc) #61	3126	Passenger Car/Vans/Pickups	Liability Only	N	N
52	2011	Ford	F350 (Streets) #64	0899	Passenger Car/Vans/Pickups	Liability Only	N	N
53	2010	Ford	F450 (electric meter) #316	6879	Passenger Car/Vans/Pickups	Liability Only	N	N
54	2009	Ford	Ranger #50	3082	Passenger Car/Vans/Pickups	Liability Only	N	N



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55	2000	Ford	Ranger (ED) #403	1376	Passenger Car/Vans/Pickups	Liability Only	N	N
56	2000	Ford	Ranger (MP) #525	1379	Passenger Car/Vans/Pickups	Liability Only	N	N
57	2001	Ford	Ranger (PW-C)	6310	Passenger Car/Vans/Pickups	Liability Only	N	N
58	2000	Ford	Ranger (PW-PM) #446	1377	Passenger Car/Vans/Pickups	Liability Only	N	N
59	2013	Ford	Transit Connect (Purchasing) #954	5366	Passenger Car/Vans/Pickups	Liability Only	N	N
60	2005	GMC	Canyon (FD) #757	6849	Passenger Car/Vans/Pickups	Liability Only	N	N
61	2000	GMC	Yukon (MP) #822	2144	Passenger Car/Vans/Pickups	Liability Only	N	N
62	2007	Honda	Fit (Customer Service) #888	0768	Passenger Car/Vans/Pickups	Liability Only	N	N
63	2008	Miscellaneous	Suzuki Grand Vitara (Elec Engr) #224	0988	Passenger Car/Vans/Pickups	Liability Only	N	N
64	2007	Nissan	Versa (Customer Service) #887	3458	Passenger Car/Vans/Pickups	Liability Only	N	N
65	2013	Nissan	Frontier SUV (Elec Dist) #512	3892	Passenger Car/Vans/Pickups	Liability Only	N	N
66	2013	Nissan	NV200 (Water Meter) #520	9001	Passenger Car/Vans/Pickups	Liability Only	N	N



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67	2007	Toyota	Prius (PW-E) #874	7129	Passenger Car/Vans/Pickups	Liability Only	N	N
68	2010	Toyota	RAV4 #58	3039	Passenger Car/Vans/Pickups	Liability Only	N	N
69	2007	Toyota	Yaris (Customer Service) #885	6378	Passenger Car/Vans/Pickups	Liability Only	N	N
70	2011	International	7300 #69	6157	Dump Trucks	Liability Only	N	N
71	2011	International	7300 #70	6159	Dump Trucks	Liability Only	N	N
72	2011	International	7300 #71	6158	Dump Trucks	Liability Only	N	N
73	2011	International	7300 #72	6160	Dump Trucks	Liability Only	N	N
74	2011	International	7300 #73	6156	Dump Trucks	Liability Only	N	N
75	2010	International	7000 Series (dump/snow) #18	9715	Dump Trucks	Liability Only	N	N
76	2005	American	LaFrance (FD) #813	6967	Fire Trucks	Liability Only	N	N
77	2003	American	LaFrance Rescue (FD) #800	5645	Fire Trucks	Liability Only	N	N
78	2003	American	LaFrance Rescue (FD) #802	3107	Fire Trucks	Liability Only	N	N



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79	2008	Chevrolet	Tahoe (Fire) #943	2913	Fire Trucks	Liability Only	N	N
80	1989	Ford	Pumper (FD) #811	6815	Fire Trucks	Liability Only	N	N
81	1996	Freightliner	Pumper (FD) #806	4328	Fire Trucks	Liability Only	N	N
82	2002	Pierce	Ladder Truck (FD) #801	2503	Fire Trucks	Liability Only	N	N
83	2009	Freightliner	(Streets) #931	8061	Heavy	Liability Only	N	N
84	2009	Freightliner	(Streets) #932	8062	Heavy	Liability Only	N	N
85	2006	Freightliner	Hazardous Material Truck #863	0962	Heavy	Liability Only	N	N
86	2012	Freightliner	M2 (Utility Maintenance) #76	9827	Heavy	Liability Only	N	N
87	2011	Freightliner	M2-106 (Elec. Dist.) #17	9897	Heavy	Liability Only	N	N
88	2005	Freightliner	M2106 Truck (PW-RR) #740	4943	Heavy	Liability Only	N	N
89	1996	Ford	E150 (MP) #86	3412	Lt. Med Trucks	Liability Only	N	N
90	1997	Ford	F250 (MP) #186	3007	Lt. Med Trucks	Liability Only	N	N



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91	2001	Ford	F350 (P&R)	8812	Lt. Med Trucks	Liability Only	N	N
92	2002	Ford	F350 (PW-T) #434	3992	Lt. Med Trucks	Liability Only	N	N
93	2013	Ford	F350 (WPC Operations) #972	0513	Lt. Med Trucks	Liability Only	N	N
94	2001	Ford	F467 (PW-C)	8813	Lt. Med Trucks	Liability Only	N	N
95	2012	Ford	F550 XL (Traffic) #225	9031	Lt. Med Trucks	Liability Only	N	N
96	2003	Ford	Super Duty (P&R) #533	4585	Lt. Med Trucks	Liability Only	N	N
97	2002	Ford	Super Duty (PW-T) #197	4562	Lt. Med Trucks	Liability Only	N	N
98	1999	International	4700 (PU-UM) #341	4285	Extra Heavy	Liability Only	N	N
99	2013	Chevrolet	Minibus (CyRide) #390	2424	Buses - Transit	Liability Only	N	N
100	2013	Chevrolet	Minibus (CyRide) #391	3851	Buses - Transit	Liability Only	N	N
101	2010	Ford	Aerotech 200 (CyRide) #337	5481	Buses - Transit	Liability Only	N	N
102	2010	Ford	Aerotech 200 (CyRide) #338	5482	Buses - Transit	Liability Only	N	N



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103	2010	Ford	Eldorado (CyRide) #333	5477	Buses - Transit	Liability Only	N	N
104	2010	Ford	Eldorado (CyRide) #334	5478	Buses - Transit	Liability Only	N	N
105	2010	Ford	Eldorado (CyRide) #335	5479	Buses - Transit	Liability Only	N	N
106	2010	Ford	Eldorado (CyRide) #336	5480	Buses - Transit	Liability Only	N	N
107	1999	Gillig	Bus #145	0336	Buses - Transit	Liability Only	N	N
108	2010	Gillig	G27D102N4 (CyRide) #424	9159	Buses - Transit	Liability Only	N	N
109	2010	Gillig	Bus (CyRide) #430	7656	Buses - Transit	Liability Only	N	N
110	2010	Gillig	Bus (CyRide) #431	7657	Buses - Transit	Liability Only	N	N
111	2010	Gillig	Bus (CyRide) #432	7658	Buses - Transit	Liability Only	N	N
112	2010	Gillig	G27D102N4 (CyRide) #418	9153	Buses - Transit	Liability Only	N	N
113	2010	Gillig	G27D102N4 (CyRide) #419	9154	Buses - Transit	Liability Only	N	N
114	2005	Miscellaneous	Orion V Bus #949	2476	Buses - Transit	Liability Only	N	N



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115	2005	Miscellaneous	Orion V Bus #950	2477	Buses - Transit	Liability Only	N	N
116	2005	Miscellaneous	Orion V Bus #951	2478	Buses - Transit	Liability Only	N	N
117	2005	Miscellaneous	Orion V Bus #952	2479	Buses - Transit	Liability Only	N	N
118	2002	Miscellaneous	Orion V Bus (CyRide) #948	1949	Buses - Transit	Liability Only	N	N
119	2006	Miscellaneous	Orion VII 40' Bus #501	2398	Buses - Transit	Liability Only	N	N
120	2006	Miscellaneous	Orion VII 40' Bus #502	2399	Buses - Transit	Liability Only	N	N
121	2006	Miscellaneous	Orion VII 40' Bus #503	2400	Buses - Transit	Liability Only	N	N
122	2006	Miscellaneous	Orion VII 40' Bus #504	2401	Buses - Transit	Liability Only	N	N
123	1981	Miscellaneous	TMC (Mobile Command Unit) #133	0703	Buses - Transit	Liability Only	N	N
124	2010	Gillig	G27D102N4 (CyRide) #425	9160	Buses - Transit	Liability Only	N	N
125	2012	Gillig	LF Transit Bus (CyRide) #105	0451	Buses - Transit	Liability Only	N	N
126	2012	Gillig	LF Transit Bus (CyRide) #106	0452	Buses - Transit	Liability Only	N	N



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127	2012	Gillig	LF Transit Bus (CyRide) #107	0453	Buses - Transit	Liability Only	N	N
128	2012	Gillig	LF Transit Bus (CyRide) #108	0454	Buses - Transit	Liability Only	N	N
129	2012	Gillig	LF Transit Bus (CyRide) #109	0455	Buses - Transit	Liability Only	N	N
130	2012	Gillig	LF Transit Bus (CyRide) #110	0456	Buses - Transit	Liability Only	N	N
131	2012	Gillig	LF Transit Bus (CyRide) #180	0754	Buses - Transit	Liability Only	N	N
132	2012	Gillig	LF Transit Bus (CyRide) #181	0755	Buses - Transit	Liability Only	N	N
133	2012	Gillig	LF Transit Bus (CyRide) #182	0756	Buses - Transit	Liability Only	N	N
134	2012	Gillig	LF Transit Bus (CyRide) #183	0757	Buses - Transit	Liability Only	N	N
135	2012	Gillig	LF Transit Bus (CyRide) #184	0758	Buses - Transit	Liability Only	N	N
136	2008	Gillig	Lowfloor Heavy Duty Bus #186	6085	Buses - Transit	Liability Only	N	N
137	2008	Gillig	Lowfloor Heavy Duty Bus #187	6086	Buses - Transit	Liability Only	N	N
138	2008	Gillig	Lowfloor Heavy Duty Bus #188	6087	Buses - Transit	Liability Only	N	N



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139	2008	Gillig	Lowfloor Heavy Duty Bus #189	6088	Buses - Transit	Liability Only	N	N
140	2014	GMC	Terrain (CyRide) #TBD	3944	Buses - Transit	Liability Only	N	N
141	2012	Miscellaneous	Nova Transit Bus (CyRide) #660	0159	Buses - Transit	Liability Only	N	N
142	2012	Miscellaneous	Nova Transit Bus (CyRide) #661	0160	Buses - Transit	Liability Only	N	N
143	2000	Miscellaneous	Orion Bus #953	1094	Buses - Transit	Liability Only	N	N
144	2000	Miscellaneous	Orion Bus #954	1095	Buses - Transit	Liability Only	N	N
145	2000	Miscellaneous	Orion Bus #955	1097	Buses - Transit	Liability Only	N	N
146	2000	Miscellaneous	Orion Bus #956	1098	Buses - Transit	Liability Only	N	N
147	2000	Miscellaneous	Orion Bus #957	1099	Buses - Transit	Liability Only	N	N
148	2000	Miscellaneous	Orion Bus #958	1100	Buses - Transit	Liability Only	N	N
149	2002	Miscellaneous	Orion Bus #9070	2007	Buses - Transit	Liability Only	N	N
150	2002	Miscellaneous	Orion Bus #9071	2008	Buses - Transit	Liability Only	N	N



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151	2002	MiscellaneousOrion Bus #9072	2009	Buses - Transit	Liability Only	N	N
152	2002	MiscellaneousOrion Bus #9073	2010	Buses - Transit	Liability Only	N	N
153	2002	MiscellaneousOrion Bus #9074	2012	Buses - Transit	Liability Only	N	N
154	2002	MiscellaneousOrion Bus #9075	2013	Buses - Transit	Liability Only	N	N
155	2002	MiscellaneousOrion Bus #9076	2014	Buses - Transit	Liability Only	N	N
156	2002	MiscellaneousOrion Bus #9077	2015	Buses - Transit	Liability Only	N	N
157	2010	Gillig Bus (CyRide) #126	9194	Buses - Transit	Liability Only	N	N
158	2010	Gillig Bus (CyRide) #127	9195	Buses - Transit	Liability Only	N	N
159	2010	Gillig Bus (CyRide) #128	9196	Buses - Transit	Liability Only	N	N
160	2010	Gillig Bus (CyRide) #429	7655	Buses - Transit	Liability Only	N	N
161	2010	Gillig G27D102N4 (CyRide) #420	9155	Buses - Transit	Liability Only	N	N
162	2010	Gillig G27D102N4 (CyRide) #421	9156	Buses - Transit	Liability Only	N	N



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163	2010	Gillig	G27D102N4 (CyRide) #422	9157	Buses - Transit	Liability Only	N	N
164	2010	Gillig	G27D102N4 (CyRide) #423	9158	Buses - Transit	Liability Only	N	N
165	2013	Ford	Fusion #927	3190	Police	Liability Only	N	N
166	2008	Ford	Ranger #922	1638	Passenger Car/Vans/Pickups	Liability Only	N	N
167	2008	Ford	Ranger #923	1639	Passenger Car/Vans/Pickups	Liability Only	N	N
168	2001	Ford	Taurus	2519	Passenger Car/Vans/Pickups	Liability Only	N	N
169	2007	Ford	Taurus (Police) #908	6221	Police	Liability Only	N	N
170	2007	Ford	Crown Victoria #684	9949	Police	Liability Only	N	N
171	2008	Ford	Crown Victoria (Police) #687	3030	Police	Liability Only	N	N
172	2002	Ford	E250 (PD) #538	0775	Passenger Car/Vans/Pickups	Liability Only	N	N
173	2013	Ford	E350 Cargo #405	4469	Police	Liability Only	N	N
174	2006	Chevrolet	Colorado #832	6848	Passenger Car/Vans/Pickups	Liability Only	N	N



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175	2005	Chevrolet	Colorado (PD) #766	4535	Police	Liability Only	N	N
176	2012	Chevrolet	Colorado (Police) #936	0424	Police	Liability Only	N	N
177	2010	Chevrolet	Impala #944	3969	Police	Liability Only	N	N
178	2008	Chevrolet	Impala #98	7650	Police	Liability Only	N	N
179	2009	Dodge	Grand Caravan #19	4781	Police	Liability Only	N	N
180	2013	Ford	Taurus Interceptor #910	2291	Police	Liability Only	N	N
181	2013	Ford	Taurus Interceptor #912	2290	Police	Liability Only	N	N
182	2010	Toyota	Prius #137	8774	Police	Liability Only	N	N
183	2001	Trailer	Welch Trailer (Fire)	7368	Trailers	Liability Only	N	N
184	2004	Trailer	Yacht Club 20B Trailer #744	9909	Trailers	Liability Only	N	N
185	2008	Doolittle	Utility Trailer #940	1514	Trailers	Liability Only	N	N
186	1987	Homemade	Flatbed (ED) #705		Trailers	Liability Only	N	N



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187	1991	Homemade	Flatbed (PW-S) (3086)		Trailers	Liability Only	N	N
188	1977	Homemade	Oil Filtration Trailer (ED) #51		Trailers	Liability Only	N	N
189	2002	Trailer	Alum Line Utility Trailer (ED) #634	1306	Trailers	Liability Only	N	N
190	2006	Trailer	Aluma 548SW Trailer #856	5447	Trailers	Liability Only	N	N
191	2003	Trailer	B&B Utility (PW-T) #631	5662	Trailers	Liability Only	N	N
192	2006	Trailer	Baker Trailer (ED) #837	5917	Trailers	Liability Only	N	N
193	2008	Trailer	Big Tex Trailer #903	00PT	Trailers	Liability Only	N	N
194	2011	Trailer	Carry-On 5'x10' Trailer	1081	Trailers	Liability Only	N	N
195	1985	Trailer	CMP Pole (ED) #640	2920	Trailers	Liability Only	N	N
196	2000	Trailer	Cronkhite Tiltbed (PW-S) #475	1493	Trailers	Liability Only	N	N
197	1981	Trailer	Devine Pole (ED) #630	190C	Trailers	Liability Only	N	N
198	1982	Trailer	Devine Reel (ED) #632	220C	Trailers	Liability Only	N	N



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199	1985	Trailer	Devine Reel (ED) #633	0253	Trailers	Liability Only	N	N
200	1992	Trailer	Devine Reel (EM) #130	0315	Trailers	Liability Only	N	N
201	2008	Trailer	Haulmark CB6X14DS2 #131	9400	Trailers	Liability Only	N	N
202	2003	Trailer	Haulmark Trailer (Fire) #025	3842	Trailers	Liability Only	N	N
203	1971	Trailer	Hogg/Davis Reel (ED) #667	4132	Trailers	Liability Only	N	N
204	1996	Trailer	Kargo King Enclosed Trailer (PW-PM) #62	2262	Trailers	Liability Only	N	N
205	2000	Trailer	Kiefer Core Driller Trailer (PW-E) #393	5962	Trailers	Liability Only	N	N
206	2001	Trailer	Kiefer Pole (ED)	7783	Trailers	Liability Only	N	N
207	1994	Trailer	Kiefer Reel Trailer (ED) #114	1879	Trailers	Liability Only	N	N
208	2000	Trailer	Kiefer Reel Trailer (ED) #408	6187	Trailers	Liability Only	N	N
209	1993	Trailer	Kiefer Safe House (Trailer)(FD) #55	1154	Trailers	Liability Only	N	N
210	2004	Trailer	Kiefer Utility (PW- UM) #737	5679	Trailers	Liability Only	N	N



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211	1997	Trailer	Kiefer Utility Trailer (WP) #178	4131	Trailers	Liability Only	N	N
212	2007	Trailer	Maclander Flatbed Trailer #870	8394	Trailers	Liability Only	N	N
213	2005	Trailer	MacLander Trailer (PW-S) #805	7762	Trailers	Liability Only	N	N
214	1996	Trailer	Nuway Utility Trailer #323	6151	Trailers	Liability Only	N	N
215	2007	Trailer	Road Husky Sign Trailer #879	4549	Trailers	Liability Only	N	N
216	1985	Trailer	Sauder Reel (ED) #642	8009	Trailers	Liability Only	N	N
217	1982	Trailer	Sherman Reilly Wire Pull #171	2275	Trailers	Liability Only	N	N
218	1994	Trailer	Starlite Flatbed (ED) #97	8922	Trailers	Liability Only	N	N
219	2013	Nissan	Versa (Inspections) #561	3N1CN7A P8DL8337 99	Passenger Car/Vans/Pickups	Liability Only	N	N
220	2012	Ford	Focus (Inspections) #562	1FAHP3E 29CL4666 74	Passenger Car/Vans/Pickups	Liability Only	N	N
221	2001	Gillig	40' Phantom/#792	15GCD21 17111111 05	Buses - Transit	Liability Only	N	N



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222	2001	Gillig	40' Phantom/#793	15GCD21 10111111 Buses - Transit 10	Liability Only	N	N
223	2001	Gillig	40' Phantom/#762	15GCD21 11111111 Buses - Transit 16	Liability Only	N	N
224	2001	Gillig	40' Phantom/#700	15GCD21 17111111 Buses - Transit 19	Liability Only	N	N
225	2001	Gillig	40' Phantom/#763	15GCD21 18111111 Buses - Transit 31	Liability Only	N	N
226	2001	Gillig	40' Phantom/#778	15GCD21 18111111 Buses - Transit 76	Liability Only	N	N
227	2001	Gillig	40' Phantom/#779	15GCD21 1X111111 Buses - Transit 77	Liability Only	N	N
228	2001	Gillig	40' Phantom/#785	15GCD21 11111111 Buses - Transit 81	Liability Only	N	N
229	2014	Trailer	K-Bar Trailer w/Power Washer	4K1PT4C 18ED0039Trailers 28	Liability Only	N	N



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230	2002	Gillig	Phantom Bus/#7119	15GCD21 16211112 12	Buses - Transit	Liability Only	N	N
231	2002	Gillig	Phantom Bus/#7118	15GCD21 14211112 11	Buses - Transit	Liability Only	N	N
232	2002	Gillig	Phantom Bus/#7117	15GCD21 19211112 05	Buses - Transit	Liability Only	N	N
233	2002	Gillig	Phantom Bus/#7120	15GCD21 13211112 16	Buses - Transit	Liability Only	N	N
234	2002	Gillig	Phantom Bus/#7121	15GCD21 16211112 26	Buses - Transit	Liability Only	N	N
235	2015	Ford	F350 Pickup #501	1FTRF3B 65FEA413 39	Passenger Car/Vans/Pickups	Liability Only	N	N
236	2015	Ford	F450 #509	1FDUF4G YXFEB32 581	Lt. Med Trucks	Liability Only	N	N
237	2013	Dodge	Grand Caravan #506	2C4RDGC G4DR542 954	Police	Liability Only	N	N



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238	2012	Nissan	Sentra #565	3N1AB6A P8CL7577 36	Passenger Car/Vans/Pickups	Liability Only	N	N
239	2014	Nissan	Frontier #937	1N6AD0C U1EN753 082	Police	Liability Only	N	N
240	2014	Nissan	Frontier #938	1N6AD0C UGEN753 210	Police	Liability Only	N	N
241	2014	Ford	Interceptor #991	1FAHP2M K1EG159 619	Police	Liability Only	N	N
242	2014	Ford	Interceptor #994	1FAHP2M K8EG159 617	Police	Liability Only	N	N
244	2015	GMC	Terrain/CyRide #2122	2GKFLVE K0F63124 62	Passenger Car/Vans/Pickups	Liability Only	N	N
245	2015	Gillig	Lowfloor Bus/Cyride #1111	15GGD27 10F11839 74	Buses - Transit	Liability Only	N	N
246	2015	Gillig	Lowfloor Bus/Cyride #1112	15GGD27 12F11839 75	Buses - Transit	Liability Only	N	N



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247	2015	Gillig	Lowfloor Bus/Cyride #1113	15GGD27 14F11839 Buses - Transit 76	Liability Only	N	N
248	2015	Gillig	Lowfloor Bus/Cyride #1114	15GGD27 16F11839 Buses - Transit 77	Liability Only	N	N
249	2015	Gillig	Lowfloor Bus/Cyride #1115	15GGD27 18F11839 Buses - Transit 78	Liability Only	N	N
250	2015	Gillig	Lowfloor Bus/Cyride #1116	15GGD27 1XF11839 Buses - Transit 79	Liability Only	N	N
251	2015	Dodge	Ram Promaster 3500 #445	3C6URVH G2FE505 Lt. Med Trucks 745	Liability Only	N	N
252	2015	Ford	F550 #521	1FDUF5H Y4FEB32 Lt. Med Trucks 578	Liability Only	N	N
253	2013	Chevrolet	Cruze LS #821	1G1PA5S H8D7149 Passenger 628 Car/Vans/Pickups	Liability Only	N	N
254	2014	Nissan	NV200 #824	3N6CM0K N0EK702 Passenger 181 Car/Vans/Pickups	Liability Only	N	N



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255	2015	Ford	Explorer #993	1FM5K8A R3FGB83 Police 868	Liability Only	N	N
256	2015	Ford	Interceptor #999	1FAHP2M K1FG133 Police 846	Liability Only	N	N
257	2015	Nissan	Leaf #1000	1N4AZ0C P5FC311 Passenger 570 Car/Vans/Pickups	Liability Only	N	N
258	2015	Ford	F550 (S&S) #566	1FDUF5G T6FEC26 Lt. Med Trucks 709	Liability Only	N	N
259	2015	Freightliner	M2106 (ED) #614	1FVACYD T2FHGM0 Heavy 405	Liability Only	N	N
260	2015	Dodge	Ram 3500 (Fleet Services) #722	3C7WRTA J9FG6258 Passenger 53 Car/Vans/Pickups	Liability Only	N	N
261	2014	Chevrolet	Impala #808	2G1WB5E 33E11650 Police 64	Liability Only	N	N
262	2014	Ford	Interceptor #997	1FAHP2M K8EG159 Police 617	Liability Only	N	N



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263	2002	Gillig	Bus/Cyride #7133	15GCD21 11211112 46	Buses - Transit	Liability Only	N	N
264	2002	Gillig	Bus/Cyride #7123	15GCD21 10211112 85	Buses - Transit	Liability Only	N	N
265	2002	Gillig	Bus/Cyride #7124	15GCD21 14211112 87	Buses - Transit	Liability Only	N	N
266	2002	Gillig	Bus/Cyride #7125	15GCD21 18211112 13	Buses - Transit	Liability Only	N	N
267	2002	Gillig	Bus/Cyride #7129	15GCD21 10211112 68	Buses - Transit	Liability Only	N	N
268	2002	Gillig	Bus/Cyride #7130	15GCD21 16211112 79	Buses - Transit	Liability Only	N	N
269	2002	Gillig	Bus/Cyride #7131	15GCD21 10211112 71	Buses - Transit	Liability Only	N	N
270	2016	Ford	Fusion/Cyride #2134	3FA6POL U5GR388 637	Passenger Car/Vans/Pickups	Liability Only	N	N



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271	2016	Freightliner	M2-106 (Electric Distribution) #419	1FVACYD T2GHHE6 Heavy 253	Liability Only	N	N
272	2016	Freightliner	M2-106 (Electric Distribution) #511	1FVACYD T0GHH36 Heavy 252	Liability Only	N	N
273	2016	Ford	F-350 (Electric Tech Services) #807	1FD8X3B 68GEB43 Lt. Med Trucks 241	Liability Only	N	N
274	2015	Chevrolet	Silverado 3500 (Electric Distribution) #810	1GB4KYC G8FF646 Lt. Med Trucks 190	Liability Only	N	N
275	2016	Peterbilt	220 (Streets) #917	3BPPHM7 X2GF591 Heavy 154	Liability Only	N	N
276	2016	Miscellaneous	Nova Buss Monocoque/Cyride #6101	4RKYS92 J1G97752 Buses - Transit 21	Liability Only	N	N
277	2016	Miscellaneous	Nova Bus Monocoque/Cyride #6102	4RKYS92 J3G97752 Buses - Transit 22	Liability Only	N	N
278	2016	Miscellaneous	Nova Bus Monocoque/Cyride #6103	4RKYS92 J5G97752 Buses - Transit 23	Liability Only	N	N



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279	2016	Miscellaneous	Nova Bus Monocoque/Cyride #6104	4RKYS92 J7G97752 Buses - Transit 24	Liability Only	N	N
280	2016	Ford	F-550 #571	1FDUF5G T3GEC53 Lt. Med Trucks 626	Liability Only	N	N
281	2017	International	Work Star #934	3HAWPS UT1HL65 Extra Heavy 5718	Liability Only	N	N
282	2017	International	Work Star #967	3HAWPS UT1HL65 Extra Heavy 5719	Liability Only	N	N
283	2016	Chevrolet	3500 HD #1006 (Elec. Distr.)	1GB4KYC G4GF267 Passenger 284 Car/Vans/Pickups	Liability Only	N	N
284	2016	Dodge	Ram 5500 #1007	3C7WRN BL9GG24 Lt. Med Trucks 9491	Liability Only	N	N
285	2017	Ford	Explorer #1011	1FM5K8A R6HGA37 Police 225	Liability Only	N	N
286	2015	Ford	Taurus Interceptor #1016	1FAHP2M K3FG133 Police 847	Liability Only	N	N



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287	2016	Ford	F-150 Pickup #1050 (Sign & Signal)	1FTFW1E FXGKE99 271	Passenger Car/Vans/Pickups	Liability Only	N	N
288	2016	Ford	F-150 Pickup #1051	1FTFW1E F5GKF06 708	Passenger Car/Vans/Pickups	Liability Only	N	N
289	2016	Ford	Focus #1052 (Bldg. Inspection)	1FADP3F 27GL3513 16	Passenger Car/Vans/Pickups	Liability Only	N	N
290	2014	Ford	Focus #1053 (Bldg. Inspection)	1FADP3F 21EL3904 95	Passenger Car/Vans/Pickups	Liability Only	N	N
291	2015	Chevrolet	Trax #1054 (Fire)	3GNCJRS B7FL2058 64	Passenger Car/Vans/Pickups	Liability Only	N	N
292	2013	Nissan	Rogue S #1056 (Fire)	JN8AS5M V1DW606 786	Passenger Car/Vans/Pickups	Liability Only	N	N
293	2013	Chevrolet	Equinox LS #1057 (IT)	1GNALBE K8DZ122 843	Passenger Car/Vans/Pickups	Liability Only	N	N
294	2011	Chevrolet	1500 #1062	1GCRKP E39BZ271 196	Passenger Car/Vans/Pickups	Liability Only	N	N



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295	2016	Miscellaneous	Case 590 SN #1066	JJGN59S NPGC736 Road Maintenance 166	Liability Only	N	N
296	2002	Gillig	Phantom/Cyride #7132	15GCD21 17211112 Buses - Transit 83	Liability Only	N	N
297	2009	Miscellaneous	Bobcat S185 Skid Loader #48	A3L93579 4 Heavy	Liability Only	N	N
298	2010	John Deere	624K Wheel Loader #67	1DW624K HVA0632 Heavy 167	Liability Only	N	N
299	2010	John Deere	3520 Industrial Tractor #85	LV3520H6 12449 Heavy	Liability Only	N	N
300	2010	Trailer	Sure-Trac Flatbed Trailer #136	5JWU18 2XA10314 Trailers 22	Liability Only	N	N
301	2011	Ford	Ranger #143	1FTLR4F E0BPA18 Passenger 764 Car/Vans/Pickups	Liability Only	N	N
302	2010	Trailer	Sauber Trailer #146	1F9UZ242 XAV0481 Trailers 43	Liability Only	N	N
303	2011	Trailer	Trailerman Trailer #150	5L3EY252 9BL00013 Trailers 1	Liability Only	N	N



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304	2010	Pierce	Pumper Fire Truck #154	4P1CJ01 A1AA011 Fire Trucks 304	Liability Only	N	N
305	2011	Trailer	Doolittle Trailer #160	1DGRS12 2BM0909 Trailers 61	Liability Only	N	N
306	2011	Ford	E-150 Van #190	1FTNE1E Passenger W3BDA70 Car/Vans/Pickups 484	Liability Only	N	N
307	2011	Trailer	ttle T8414 Flatbed Trailer #195	1DGRS14 2SBM092 Trailers 744	Liability Only	N	N
308	2011	Trailer	Haulmark DLX Trailer #198	16HCB12 26BH1879 Trailers 46	Liability Only	N	N
309	2011	Miscellaneous	Kubota M6040 DCT-1 Tractor #217	85425 Heavy	Liability Only	N	N
310	2000	Trailer	B&B UT6X10NR Trailer #226	4L5UA141 3YF00105 Trailers 5	Liability Only	N	N
311	1999	John Deere	210LE Tractor #249	T0210LE8 Heavy 53649	Liability Only	N	N
312	2011	John Deere	332D Skid Loader #303	1T0332DF VBD2073 Heavy 86	Liability Only	N	N



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313	2012	Trailer	Doolittle Rally Sport Trailer #358	1DGRS06 19CM098 Trailers 742	Liability Only	N	N
314	1994	Nissan	Sentra #364	1N4EB31 F2RC881 Police 922	Liability Only	N	N
315	2014	International	7400 #389	1HTWGA AT8EH77 Lt. Med Trucks 5453	Liability Only	N	N
316	2013	Trailer	Doolittle 840 Trailer #402	1DGRS16 29DM001 Trailers 877	Liability Only	N	N
317	2001	Ford	F-450 #471	1FDXF46 FX1ED33 Lt. Med Trucks 564	Liability Only	N	N
318	2014	Miscellaneous	Kubota L4760 HSTC Tractor #500	Heavy	Liability Only	N	N
319	2012	Kia	Forte LX #552	KNAFT4A 21C55977 Passenger 06 Car/Vans/Pickups	Liability Only	N	N
320	2014	Trailer	Alum-Line Trailer #564	1A9UB12 10G22415 Trailers 96	Liability Only	N	N
321	2014	H&H	TC20 Trailer #567	533TC202 8EC23575 Trailers 2	Liability Only	N	N



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322	2014	John Deere	544k Wheel Loader #572	1DW544K ZCEE661 Heavy 559	Liability Only	N	N
323	2015	Miscellaneous	Zetor Proxima 120 Tractor #596	Heavy	Liability Only	N	N
324	2016	Trailer	Look VRLA TE2 Trailer #600	53BLTEA 28GA023 Trailers 016	Liability Only	N	N
325	2013	International	7400 #615	1HTWCA AN5DJ27 Lt. Med Trucks 6131	Liability Only	N	N
326	2003	Ford	F-350 Pickup #663	1FTSF31L 53EA4935 Passenger 0 Car/Vans/Pickups	Liability Only	N	N
327	2015	Miscellaneous	Bobcat S-770 Skid Loader #700	ATF21341 Heavy 5	Liability Only	N	N
328	2007	Ford	F-350 Pickup #706	1FDWW3 7PX7EB4 Lt. Med Trucks 4161	Liability Only	N	N
329	2004	Chevrolet	Express Van #716	1GCGG25 V0412102 Passenger 98 Car/Vans/Pickups	Liability Only	N	N
330	2015	Miscellaneous	Case 580SN Tractor #725	NEC7065 Heavy 42	Liability Only	N	N



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331	2004	John Deere	5320 Tractor #741	LV5320S4 32842	Heavy	Liability Only	N	N
332	2005	John Deere	CS Utility Tractor #747	W004X2X 102790	Road Maintenance	Liability Only	N	N
333	2005	Miscellaneous	Arctic Cat Bearcat Snowmobile #763	4UF055S NW45T11 0705	Motorcycles	Liability Only	N	N
334	2015	Miscellaneous	Bobcat 5600 Toolcat #809	AHG8127 05	Heavy	Liability Only	N	N
335	2006	Miscellaneous	Club Car Utility Carry All #855	RG06336 64643	Road Maintenance	Liability Only	N	N
336	2006	Miscellaneous	Kubota RTV900 #858	KRTV900 A5104795 9	Motorcycles	Liability Only	N	N
337	2015	John Deere	644K Wheel Loader #915	1DW644K BHFE671 975	Heavy	Liability Only	N	N
338	2008	Ford	Ranger #921	1FTYR14 D48PB01 637	Passenger Car/Vans/Pickups	Liability Only	N	N
339	2014	Trailer	Big Tex 35SV-12 Trailer #928	16VVX12 10D2A978 76	Trailers	Liability Only	N	N



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340	2014	International	7300 #933	1HTWAA AR8EH01 Dump Trucks 4752	Liability Only	N	N
341	2013	Miscellaneous	Bobcat VH417 Material Handler #955	ACIC1521 1 Heavy	Liability Only	N	N
342	2013	John Deere	Gator TE #960	1M0T145 EPDM080 Motorcycles 307	Liability Only	N	N
343	2013	John Deere	Gator TE #961	1M0T145 ETDM080 Motorcycles 306	Liability Only	N	N
344	2012	GMC	Terrain #964	2GKFLRE K4C61238 Fire Trucks 96	Liability Only	N	N
345	2014	Trailer	Felling FT-12IT Trailer #968	5FTEE16 21E20022 Trailers 51	Liability Only	N	N
346	2014	Trailer	Aluma 7712H Trailer #969	1YGUS12 7EB10154 Trailers 2	Liability Only	N	N
347	2014	John Deere	624K #978	1DW624K HEF6621 Heavy 12	Liability Only	N	N



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348	2015	Ford	Interceptor #992	1FAHP2M K2FG146 Police 265	Liability Only	N	N
349	2017	Chevrolet	Traverse LS #1038	Passenger Car/Vans/Pickups	Liability Only	N	N
350	2017	Freightliner	M2-106 #1040	1FVHCYC Y2HHJE1 Lt. Med Trucks 210	Liability Only	N	N
351	2016	John Deere	Motorgrader #1064	Road Maintenance	Liability Only	N	N
352	2014	John Deere	624K Wheel Loader #1065	Heavy	Liability Only	N	N
353	2016	Miscellaneous	Zetor Major 80 Tractor #1076	000A3K4J 31UL0448 Heavy 6	Liability Only	N	N
354	2016	Miscellaneous	Bobcat 5600 Toolcat #1077	Heavy	Liability Only	N	N
355	2017	Caterpillar	430F2 Tractor #1089	Heavy	Liability Only	N	N
356	2017	Chevrolet	Equinox LS #1091	Passenger Car/Vans/Pickups	Liability Only	N	N
357	2017	Ford	CyRide/Escape	1FMCU9G D1HUD95 188	Passenger Car/Vans/Pickups	N	N



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358	2017	Dodge	CyRide/Ram 5500	3C7WRN AJ5HG76 3193	Passenger Car/Vans/Pickups	Liability Only	N	N
359	2015	Ford	#992/Interceptor	1FAHP2M K2FG146 265	Police	Liability Only	N	N
360	2017	Ford	#1018/Explorer	1FM5K8A RXHGB71 865	Police	Liability Only	N	N
361	2017	Ford	#1033/Fusion S Hybrid	3FA6P0U U4HR274 631	Police	Liability Only	N	N
362	2017	Ford	#1150/Explorer	1FM5K8A R6HGB71 863	Police	Liability Only	N	N
363	2017	Ford	#1096/Explorer	1FM5K8A RXHGB41 183	Police	Liability Only	N	N
364	2017	Trailer	#1113/Midsota Versadump H114	57MBD14 20HA0022 88	Trailers	Liability Only	N	N
365	2017	Chevrolet	#1038/Traverse LS	1GNKVFE D7HJ2825 80	Passenger Car/Vans/Pickups	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

366	2017	Freightliner	#1040/M2-106	1FVHCYC Y2HHJE1 Heavy 210	Liability Only	N	N
367	2016	Ford	#1052/Focus (BI)	1FADP3F 27GL3513 Passenger 16 Car/Vans/Pickups	Liability Only	N	N
368	2016	Miscellaneous	#1076/Zetor Major 80	000A3K4J 31UL0448 Heavy 6	Liability Only	N	N
369	2016	Miscellaneous	#1077/Bobcat 5600 Toolcat	AHG8140 32 Heavy	Liability Only	N	N
370	2017	Caterpillar	#1089/430F2	OHWE00 606 Heavy	Liability Only	N	N
371	2017	Chevrolet	#1091/Equinox 1LG26	2GNFLEE K0H62392 Passenger 58 Car/Vans/Pickups	Liability Only	N	N
372	2017	Ford	#1092/Escape	1FMCU0F 73HUD43 Passenger 858 Car/Vans/Pickups	Liability Only	N	N
373	2017	Ford	#1093/F-150 Pickup	1FTFW1E F1HKD20 Passenger 651 Car/Vans/Pickups	Liability Only	N	N
374	2016	Miscellaneous	#1094/Gehl RS1055CA	RS1055C H90845 Heavy	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

375	2018	Gillig	Low Floor/Cyride #1136	15GGD27 10J31899 Buses - Transit 79	Liability Only	N	N
376	2018	Gillig	Low Floor/Cyride #1137	15GGD27 17J31899 Buses - Transit 80	Liability Only	N	N
377	2018	Gillig	Low Floor/Cyride #1138	15GGD27 19J31899 Buses - Transit 81	Liability Only	N	N
378	2001	Gillig	Low Floor/Cyride	15GGD18 17110712 Buses - Transit 68	Liability Only	N	N
379	2001	Gillig	Low Floor/Cyride	15GGD18 19110712 Buses - Transit 69	Liability Only	N	N
380	2001	Gillig	Low Floor/Cyride	15GGD18 15110712 Buses - Transit 70	Liability Only	N	N
381	2011	Trailer	#195/Doolittle T8414 Flatbed	2755 Trailers	Liability Only	N	N
382	2009	Ford	#196/Crown Victoria	6707 Police	Liability Only	N	N
383	2012	John Deere	#327/310SJ	8397 Heavy	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

384	2000	Freightliner	#340/FL80	1660	Lt. Med Trucks	Liability Only	N	N
385	2005	Miscellaneous	#766/Case Tractor	0552	Heavy	Liability Only	N	N
386	2013	Ford	#918/Taurus Interceptor	2292	Police	Liability Only	N	N
387	2019	Chevrolet	Bolt	1G1FY6S 0XK41086 34	Passenger Car/Vans/Pickups	Liability Only	N	N
388	2017	Dodge	Ram 5500 #17899	3C7WRN AJ5HG76 3193	Lt. Med Trucks	Liability Only	N	N
389	2017	Ford	Escape #2135	1FMCU9G D1HUD95 188	Passenger Car/Vans/Pickups	Liability Only	N	N
390	2014	GMC	Terrain #294	2GKFLVE K5E61039 44	Passenger Car/Vans/Pickups	Liability Only	N	N
391	2019	Gillig	G27D102N4 #1139	15GGD27 11K31930 55	Buses - Transit	Liability Only	N	N
392	2012	Ford	Escape #297	1FMCU5K 38CKA10 155	Passenger Car/Vans/Pickups	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

393 0	Trailer	ADDCO AD6200 #774	TBD	Trailers	Liability Only	N	N
394 0	Trailer	Allmond Brothers Eclipse AB2220 APF 25 Lamp #815	TBD	Trailers	Liability Only	N	N
395 0	Trailer	Allmond Brothers Eclipse AB2220 APF 25 Lamp #816	TBD	Trailers	Liability Only	N	N
396 0	Miscellaneous	Altec DB-37 #122	TBD	Heavy	Liability Only	N	N
397 0	Miscellaneous	Bobcat S570 #1109	TBD	Heavy	Liability Only	N	N
398 0	Miscellaneous	Bobcat VH 417 #334	TBD	Heavy	Liability Only	N	N
399 0	Miscellaneous	Bobcat SG60 #223	TBD	Heavy	Liability Only	N	N
400 0	Miscellaneous	Bobcat E50 #988	TBD	Heavy	Liability Only	N	N
401 0	Miscellaneous	Bobcat T595 #1114	TBD	Heavy	Liability Only	N	N
402 0	Miscellaneous	Bobcat 24PLA #1118	TBD	Heavy	Liability Only	N	N
403 0	Miscellaneous	Case DV23 #1131	TBD	Heavy	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

404 0	Miscellaneous	Case-IH 315 #182	TBD	Heavy	Liability Only	N	N
405 0	Caterpillar	CB22 #929	TBD	Heavy	Liability Only	N	N
406 0	Caterpillar	140M3 #1218L	TBD	Heavy	Liability Only	N	N
407 0	Chevrolet	4500 #1099	TBD	Police	Liability Only	N	N
408 0	Chevrolet	Bolt EV LT #1201L	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
409 0	Chevrolet	Bolt EV LT #1200	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
410 0	Chevrolet	Colorado #901	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
411 0	Miscellaneous	Clarke Grizzly #112	TBD	Lt. Med Trucks	Liability Only	N	N
412 0	Miscellaneous	SS125 #21	TBD	Heavy	Liability Only	N	N
413 0	Dodge	Ram 2500 #1149	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
414 0	Miscellaneous	Edge 503607 #213	TBD	Lt. Med Trucks	Liability Only	N	N
415 0	Ford	Focus 4 DR Sedan S #1225	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

416 0	Ford	Focus 4 DR Sedan S #1226	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
417 0	Ford	Focus 4 DR Sedan S #1227	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
418 0	Ford	Focus 4 DR Sedan S #1228	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
419 0	Ford	Focus #1176	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
420 0	Ford	Explorer #1013	TBD	Police	Liability Only	N	N
421 0	Ford	Explorer #1014	TBD	Police	Liability Only	N	N
422 0	Ford	Explorer #1015	TBD	Police	Liability Only	N	N
423 0	Ford	Explorer #1019	TBD	Police	Liability Only	N	N
424 0	Ford	Explorer #1156	TBD	Police	Liability Only	N	N
425 0	Ford	Explorer #1157	TBD	Police	Liability Only	N	N
426 0	Ford	F150 #421	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
427 0	Ford	F350 #433	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

428 0	Ford	Ranger #474	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
429 0	Ford	F150 #823	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
430 0	Ford	F350 #1094	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
431 0	Ford	F150 #1130	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
432 0	Ford	F250 #1148	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
433 0	Ford	F150 #1192	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
434 0	Ford	Explorer #1194	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
435 0	Miscellaneous	GEHL RS1055CA #1124	TBD	Heavy	Liability Only	N	N
436 0	Miscellaneous	Graco IV 5900 #115	TBD	Lt. Med Trucks	Liability Only	N	N
437 0	Miscellaneous	Graco 231-378 #116	TBD	Lt. Med Trucks	Liability Only	N	N
438 0	Miscellaneous	Graco IV 3900 #117	TBD	Lt. Med Trucks	Liability Only	N	N
439 0	Miscellaneous	Graco 262-004 #118	TBD	Lt. Med Trucks	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

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Printed on: 05/14/2020

440 0	Miscellaneous	Graco 262-004 #939	TBD	Lt. Med Trucks	Liability Only	N	N
441 0	Miscellaneous	Grasshopper 227 #966	TBD	Lt. Med Trucks	Liability Only	N	N
442 0	Miscellaneous	Grasshopper 225K #1104	TBD	Lt. Med Trucks	Liability Only	N	N
443 0	Miscellaneous	Grasshopper 329 #1105	TBD	Lt. Med Trucks	Liability Only	N	N
444 0	Miscellaneous	Green Machine RS414 #893	TBD	Lt. Med Trucks	Liability Only	N	N
445 0	Miscellaneous	Hurco SDT-400 #233	TBD	Heavy	Liability Only	N	N
446 0	Miscellaneous	Husqvarna FS 5000D #1073	TBD	Lt. Med Trucks	Liability Only	N	N
447 0	Trailer	IMAGO(ADDCO) Sign, Solar, Arrow Board, Trailer Mount	TBD	Trailers	Liability Only	N	N
448 0	International	7500 SFA 6X4 #977	TBD	Dump Trucks	Liability Only	N	N
449 0	International	7500 SFA 6X4 #979	TBD	Dump Trucks	Liability Only	N	N
450 0	International	7500 SFA 6X4 #1047	TBD	Dump Trucks	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

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451 0	Miscellaneous	JLG E450 AJ #1126	TBD	Heavy	Liability Only	N	N
452 0	John Deere	210L #437	TBD	Heavy	Liability Only	N	N
453 0	Miscellaneous	Kodiak HD84 #400	TBD	Lt. Med Trucks	Liability Only	N	N
454 0	Miscellaneous	Kubota RTV-X900WL-H #913	TBD	Lt. Med Trucks	Liability Only	N	N
455 0	Miscellaneous	LT-Rich Z-Max #1185	TBD	Lt. Med Trucks	Liability Only	N	N
456 0	Miscellaneous	Morbark M12R #731	TBD	Lt. Med Trucks	Liability Only	N	N
457 0	Trailer	Speed Monitor Trailer #616	TBD	Police	Liability Only	N	N
458 0	Nissan	Frontier #1196	TBD	Police	Liability Only	N	N
459 0	Nissan	Frontier #1197	TBD	Police	Liability Only	N	N
460 0	Miscellaneous	ODB LCT650 #522	TBD	Heavy	Liability Only	N	N
461 0	Miscellaneous	ODB LCT650 #523	TBD	Heavy	Liability Only	N	N
462 0	Miscellaneous	Ram Promaster 1500 #820	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

463	0	Miscellaneous	Ram Promaster City ST VMDL51 #1177	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
464	0	Miscellaneous	Ram Promaster City #1100	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
465	0	Miscellaneous	Ram 1500 4WD #418	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
466	0	Miscellaneous	Ram 4500 #524	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
467	0	Miscellaneous	Ram Promaster 2500 #504	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
468	0	Miscellaneous	Ram Promaster City SLT #1039	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
469	0	Miscellaneous	Ram 4500 #920	TBD	Passenger Car/Vans/Pickups	Liability Only	N	N
470	0	Miscellaneous	Ring-O-Matic 550- Vac Ex #382	TBD	Heavy	Liability Only	N	N
471	0	Miscellaneous	Sherman Reilly U1000XA #526	TBD	Heavy	Liability Only	N	N
472	0	Miscellaneous	Sherman Reilly Puller, Wire, Underground #3048	TBD	Heavy	Liability Only	N	N
473	0	Miscellaneous	Smithco Sandstar III #849	TBD	Lt. Med Trucks	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

474 0	Miscellaneous	TMC T30 #133	TBD	Lt. Med Trucks	Liability Only	N	N
475 0	Miscellaneous	Toro Proline 48 #785	TBD	Lt. Med Trucks	Liability Only	N	N
476 0	Miscellaneous	Toro 30694 #222	TBD	Lt. Med Trucks	Liability Only	N	N
477 0	Trailer	Ver-Mac PCMS-320 #532	TBD	Trailers	Liability Only	N	N
478 0	Trailer	Ver-Mac PCMS-548 #573	TBD	Trailers	Liability Only	N	N
479 0	Trailer	Ver-Mac PCMS-548 #609	TBD	Trailers	Liability Only	N	N
480 0	Trailer	Ver-Mac PCMS-548 #610	TBD	Trailers	Liability Only	N	N
481 0	Miscellaneous	Vermeer BC 1800XL #617	TBD	Lt. Med Trucks	Liability Only	N	N
482 0	Volvo	L90H #1217L	TBD	Heavy	Liability Only	N	N
483 0	Volvo	L90G #1216L	TBD	Heavy	Liability Only	N	N
484 2020	Ford	CyRide #20898/F-250 Pickup	1FTBF2B6LEC74005	Passenger Car/Vans/Pickups	Liability Only	N	N



Schedule of Covered Vehicles

City of Ames

Effective Date: 07/01/2020

Printed on: 05/14/2020

Total Location Vehicle Value: 0

Total ACV Value: 261,300 **Total RC Value:** 0 **Total SA Value:** 0 **Grand Total Vehicle Value:** 261,300

Iowa Communities Assurance Pool

General Liability Breakout

City of Ames

Anniversary: 7/1/2020

	Total Contribution	% of Total
Net Operating Expenditures	\$157,599	83.24 %
Secondary Loading		
Bridges	\$5,147	2.72 %
Bridges - Pedestrian	\$412	0.22 %
Dams	\$1,917	1.01 %
Diving Boards	\$48	0.03 %
Fire/Rescue Boat	\$234	0.12 %
Golf Course Receipts	\$11,371	6.01 %
Lake (higher charge than base)	\$936	0.49 %
Public Housing Authority	\$4,679	2.47 %
Skateboard Parks	\$234	0.12 %
Swimming Pools/Lakes	\$934	0.51 %
Waterslides	\$1,869	1.01 %
Herbicide Pesticide	\$1,046	0.55 %
Liquor Liability	\$2,832	1.50 %
GL Excess	\$45,783	
Total	\$235,041	
Public Officials Wrongful Acts	\$36,745	
POL Excess	\$8,889	
Total	\$45,634	
Law Enforcement	\$30,271	
LEL Excess	\$7,323	
Total	\$37,594	
Bond	\$4,689	

Iowa Communities Assurance Pool

Auto Liability Breakout

City of Ames

Anniversary: 7/1/2020

Vehicle Type	Total Contribution	# of Vehicles	
Buses - Transit	\$137,482	104	\$1,322
Dump Trucks	\$3,766	10	\$388
Extra Heavy	\$1,326	3	\$442
Fire Trucks	\$2,140	9	\$238
Heavy	\$21,407	60	\$357
Lt. Med Trucks	\$10,552	46	\$229
Motorcycles	\$706	4	\$177
Passenger Car/Vans/Pickups	\$24,529	139	\$178
Police	\$13,896	43	\$323
Road Maintenance	\$198	4	\$50
Uninsured/Underinsured Motorists	\$6,567		
Excess	\$53,841		
Total	\$276,410		

Iowa Communities Assurance Pool
Automobile Physical Damage Breakout
City of Ames
Anniversary: 7/1/2020

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Value</u>	<u>Contribution</u>
243	2015	Bluebird	T3FE3107A #930	\$261,300	\$578
			TOTALS	\$261,300	\$578



May 14, 2020

**CITY OF AMES
515 CLARK
AMES, IA 50010**

Re: Important Information about **Claims Information Line**

Dear **CITY OF AMES**

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,
Lexie M Lelonek

**Travelers Casualty and Surety Company of America
Hartford, Connecticut**
(A Stock Insurance Company, herein called the Company)

<p>ITEM 1</p>	<p>NAMED INSURED:</p> <p>CITY OF AMES</p> <p>D/B/A:</p> <p>Principal Address: 515 CLARK AMES, IA 50010</p>
<p>ITEM 2</p>	<p>POLICY PERIOD:</p> <p>Inception Date: July 1, 2020 Expiration Date: July 1, 2021 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
<p>ITEM 3</p>	<p>ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:</p> <p>Email: BSIclaims@travelers.com Fax: (888) 460-6622</p> <p>Mail: Travelers Bond & Specialty Insurance Claim 385 Washington St. – Mail Code 9275-NB03F St Paul, MN 55102</p>
<p>ITEM 4</p>	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</p> <p>Crime</p>

ITEM 5	CRIME		
	Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity			
1. Employee Theft	See Endorsement		
2. ERISA Fidelity	Not Covered		
3. Employee Theft of Client Property	Not Covered		
B. Forgery or Alteration	\$1,000,000	\$2,500	
C. On Premises	Not Covered		
D. In Transit	Not Covered		
E. Money Orders and Counterfeit Money	Not Covered		
F. Computer Crime			
1. Computer Fraud	Not Covered		
2. Computer Program and Electronic Data Restoration Expense	Not Covered		
G. Funds Transfer Fraud	Not Covered		
H. Personal Accounts Protection			
1. Personal Accounts Forgery or Alteration	Not Covered		
2. Identity Fraud Expense Reimbursement	Not Covered		
I. Claim Expense	\$5,000	\$0	

<p>ITEM 5. (Cont'd)</p>	<p>If “<i>Not Covered</i>” is inserted above opposite any specified Insuring Agreement, or if no amount is included in the Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this Crime Policy.</p> <p>Policy Aggregate Limit of Insurance: <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable</p> <p>If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each Policy Period for Insuring Agreements A through H, inclusive, is: Not Applicable</p> <p>If a Policy Aggregate Limit of Insurance is not included, then this Crime Policy is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. <u>Limit of Insurance</u> a. <u>Policy Aggregate Limit of Insurance</u>.</p> <p>Cancellation of Prior Insurance: By acceptance of this Crime Policy, the Insured gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers Not Applicable, such cancellation to be effective at the time this Crime Policy becomes effective.</p> <p>INSURED’S PREMISES COVERED:</p> <p>All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except: Not Applicable</p>
<p>ITEM 6</p>	<p>PREMIUM FOR THE POLICY PERIOD:</p> <p>\$4,689.00 Policy Premium</p> <p>N/A Annual Installment Premium</p>
<p>ITEM 7</p>	<p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: ACF-7006-0511; CRI-3001-0109; CRI-7125-0109; CRI-19072-0315; CRI-19101-1117; CRI-19086-0719; CRI-5016-0613; CRI-19097-0517</p>

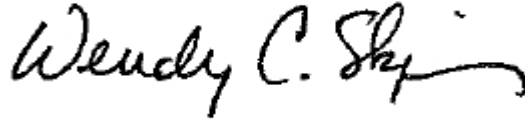
THE DECLARATIONS, THE APPLICATION, THE CRIME TERMS AND CONDITIONS, ANY PURCHASED INSURING AGREEMENTS, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE NAMED INSURED.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:

Government Entity Crime

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **105645280**

ACF-7006 Ed. 05-11

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Page 1 of 1

CRIME TERMS AND CONDITIONS**PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY****CONSIDERATION CLAUSE**

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is “*Not Covered*,” then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY

1. Employee Theft

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

- a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or
 - b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and
2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

The Company will pay the **Insured** for:

1. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;
2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;
3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
 - a. directly caused by an actual or attempted **Robbery**; or
 - b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and
4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft, Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or
5. the **Insured's** direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft, Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

- a. **a Messenger**, including while temporarily within the living quarters of a **Messenger**; or
 - b. an armored motor vehicle company.
2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:
 - a. **a Messenger**; or
 - b. an armored motor vehicle company.
 3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money, Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. MONEY ORDERS AND COUNTERFEIT MONEY

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or
2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

F. COMPUTER CRIME

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

Insured's Computer Program or **Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program** or **Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable **Restoration Expense** applies:

- a. only to **Computer Programs** and **Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and
- b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

H. PERSONAL ACCOUNTS PROTECTION

1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

- a. drawn upon personal accounts of the **Insured's Management Staff Member**, or purported to have been so drawn; or
- b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;
2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and
3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.
2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.
3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.
4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.
5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.
6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

A. **Change of Control** means:

1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

- B. **Claim Expenses** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.
- C. **Client** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.
- D. **Client's Premises** means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.
- E. **Computer Fraud** means:
 The use of any computer to fraudulently cause a transfer of **Money**, **Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:
1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
 2. to a place outside the **Premises** or **Financial Institution Premises**.
- F. **Computer Program** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.
- G. **Computer System** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.
- H. **Computer Violation** means:
1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
 2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.
- I. **Computer Virus** means a set of unauthorized instructions, programmatic or otherwise:
1. directed solely against the **Insured**; and
 2. that propagate themselves through the **Computer System** or networks;
- provided such instructions were maliciously introduced by a natural person.
- J. **Counterfeit** means an imitation of **Money** that is intended to deceive and to be taken as genuine.
- K. **Covered Instruments** means:
1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
 2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to the **Insured**, the **Insured's Employees** or the **Insured's Management Staff Members** for business purposes.
- L. **Covered Personal Instruments** means:
1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to a **Management Staff Member** for personal use.
- M. **Credit, Debit or Charge Card** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.
- N. **Crime Policy** means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.
- O. **Digital Signature** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- P. **Discover, Discovered, or Discovery** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:
1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
 2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,
- whichever occurs first.
- Q. **Electronic Data** means facts or information converted to a form:
1. usable in a **Computer System**;
 2. that does not provide instructions or directions to a **Computer System**; or
 3. that is stored on electronic processing media for use by a **Computer Program**.
- R. **Electronic Signature** means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- S. **Employee** means:
1. any natural person:
 - a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
 - b. who the **Insured** compensates directly by salary, wages or commissions; and
 - c. who the **Insured** has the right to direct and control while performing services for the **Insured**;
 2. any natural person who is temporarily furnished to the **Insured**:
 - a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
 - b. to meet seasonal or short-term workload conditions;

while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;
4. any natural person:
 - a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;
 - b. who is a non-compensated officer;
 - c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;
 - d. while acting as a non-compensated fund solicitor during fund raising campaigns;
 - e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;
 - f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;
 - g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or
5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

Employee also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

T. **Employee Benefit Plan** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.

U. **Employee Benefit Plan Sponsor** means:

1. the **First Named Insured**,
2. any **Subsidiary**, or
3. any other entity listed in Item 1. of the Declarations.

V. **Fiduciary** means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money, Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

W. **Financial Institution** means:

1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.

X. **Financial Institution Premises** means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.

Y. **First Named Insured** means the entity first named in ITEM 1 of the Declarations.

Z. **Forgery**, or **Forged** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument** or **Covered Personal Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

AA. **Funds Transfer Fraud** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent;
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.

BB. **Identity Fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.

CC. **Identity Fraud Expense** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;
2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;
4. lost wages, up to a maximum payment of \$1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:
 - a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
 - b. to complete fraud affidavits or similar documents; or
 - c. due to wrongful incarceration arising solely from someone having committed a crime in the **Management Staff Member's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;
5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
6. reasonable attorney fees incurred, with the Company's prior written consent, for:
 - a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
 - b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
 - c. challenging the accuracy or completeness of any information in a consumer credit report; and
7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

Identity Fraud Expense does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

DD. **Insured** means:

1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
 - a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
 - b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.

or

2. for the purposes of all other Insuring Agreements:
 - a. the **First Named Insured**,
 - b. any **Subsidiary**,
 - c. any **Sponsored Plan**, or
 - d. any other entity listed in Item 1. of the Declarations.

EE. **LLC Manager** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

FF. **LLC Member** means any natural person who has an ownership interest in a limited liability company.

- GG. **Management Staff Member** means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.
- HH. **Messenger** means any **Management Staff Member**, or relative thereof, any **Officer-Shareholder**, or any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.
- II. **Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.
- JJ. **Officer-Shareholder** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.
- KK. **Other Property** means any tangible property other than **Money** and **Securities** that has intrinsic value.
- LL. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.
- MM. **Premises** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.
- NN. **Restoration Expense** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
 2. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
 3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
 4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
 5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
 6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
 7. the **Insured's** lost revenue, sales or profits; or
 8. expenses incurred by any customer.
- OO. **Robbery** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured's** partners or any other person (except any person acting as a watchperson or janitor) by one who has:
1. caused or threatened to cause that person bodily harm; or
 2. committed an unlawful act witnessed by that person.
- PP. **Safe Burglary** means the unlawful taking of:
1. **Money**, **Securities** and **Other Property** from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

2. a safe or vault from inside the **Premises**.

QQ. **Securities** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit, Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include **Money**.

RR. **Single Loss** means:

1. for purposes of Insuring Agreement A.:
 - a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;

committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and

3. for purposes of all other Insuring Agreements:

- a. any act or series of related acts or events involving one or more persons; or
- b. any act, acts or events involving a person or group of persons acting together;

whether identified or not, both during and before the **Policy Period**.

SS. **Sponsored Plan** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. **Subsidiary** means:

1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

Subsidiary does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. **Theft** means:

1. under Insuring Agreement A.3., the intentional unlawful taking of **Money, Securities and Other Property** to the deprivation of a **Client**;
 2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money and Securities** to the **Insured's** deprivation.
 3. under all other Insuring Agreements, the intentional unlawful taking of **Money, Securities and Other Property** to the **Insured's** deprivation.
- VV. **Transfer Account** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money or Securities**:
1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
 2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

IV. EXCLUSIONS

- A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.
- B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.
- C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..
- D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..
- E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..
- F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..
- G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..
- H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3..
- I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..
- J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.
- K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

- L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.
- M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:
1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or
 2. **Computer Programs.**
- N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..
- O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:
1. an inventory computation or physical count; or
 2. a profit and loss computation;
- provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.
- P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..
- Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:
1. loss of or damage to **Money** or **Securities**; or
 2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..
- R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money, Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..
- S. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured's** contract, if any, with, or insurance carried by, any of the aforementioned.
- T. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.
- U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.
- V. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.
- W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..
- X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

- Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:
1. an accounting or arithmetical error or omission;
 2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
 3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
 4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
 5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.
- Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money, Securities** or **Other Property**.
- AA. This **Crime Policy** will not apply to loss arising from any **Credit, Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.
- BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.
- CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

V. **CONDITIONS**

A. **GENERAL CONDITIONS**

1. Territory Covered
Except as indicated in Item 5. of the Declarations,
 - a. the Company will cover loss the **Insured** sustains anywhere in the world, and
 - b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.
2. Cooperation
The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.
3. Extended Period to Discover Loss
The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:
 - a. no later than 90 days from the date of cancellation or termination; and
 - b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.

Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

- a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and
- b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.

5. Ownership of Property; Interests Covered

- a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:
 - i. that the **Insured** owns or leases;
 - ii. that the **Insured** holds for others:
 - (a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or
 - (b) while in transit and in the care and custody of a **Messenger**; or
 - iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

- b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

- i. that the **Insured's Client** owns or leases;
- ii. that the **Insured's Client** holds for others; or
- iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. this **Crime Policy**;
- b. the **Money, Securities or Other Property**;
- c. the **Insured's** interest in the **Money, Securities or Other Property**; or
- d. a claim under this **Crime Policy**.

7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Insurance

a. Policy Aggregate Limit of Insurance

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company.

If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

- i. the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;
- ii. the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this **Crime Policy**

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

- i. the actual amount of such **Single Loss**; or

- ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.

2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money**, **Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

- a. notify the Company as soon as possible;
- b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
- c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
- d. give the Company a detailed, sworn proof of loss within 120 days; and
- e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance) the Company will pay the **Insured** for:

- a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:
 - i. at face value in the **Money** issued by that country; or
 - ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;
- b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:
 - i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

- ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;
- c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:
 - i. the applicable Single Loss Limit of Insurance;
 - ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or
 - iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

6. Recoveries

- a. All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:
 - i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;
 - ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;
 - iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and
 - iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.
- b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

- c. Recoveries do not include any recovery:
 - i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or
 - ii. of original **Securities** after duplicates of them have been issued.

7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

- a. unless the **Insured** has complied with all the terms of this **Crime Policy**;
- b. until 90 days after the **Insured** has filed proof of loss with the Company; and
- c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

- 1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;
- 2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and
- 3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:
 - a. sustained by two or more **Employee Benefit Plans**; or

- b. of commingled **Money, Securities** or **Other Property** of two or more **Employee Benefit Plans**;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

D. CANCELLATION OR TERMINATION

1. The **Insured** may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

by mailing or delivering to the Company advance written notice of cancellation.

2. The Company may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Policy** terminates:
 - a. in its entirety immediately upon the expiration of the **Policy Period**;

- b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;
- c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or
- d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

4. This **Crime Policy** terminates as to any **Employee**:

- a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of \$10,000; or
- b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money, Securities** or **Other Property** is in an amount in excess of \$10,000.

E. CHANGES

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

F. ENTIRE AGREEMENT

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

G. HEADINGS

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

**GOVERNMENT ENTITY CRIME ENDORSEMENT EXCLUDING
COVERAGE FOR TREASURERS AND TAX COLLECTORS**

This endorsement modifies the following:

Crime

It is agreed that:

1. **ITEM 5.** of the **DECLARATIONS, Insuring Agreement A. Fidelity** is replaced with the following:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity		
1. Employee Theft – Per Loss Coverage	\$1,000,000	\$2,500
2. Employee Theft – Per Employee Coverage		

2. Section **I. INSURING AGREEMENTS, A. FIDELITY** is replaced with the following:

A. FIDELITY

1. Employee Theft – Per Loss Coverage

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. Employee Theft – Per Employee Coverage

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities**, and **Other Property** directly caused by **Theft** or **Forgery** committed by each **Employee**, whether identified or not, acting alone or in collusion with other persons.

3. Section **II. GENERAL AGREEMENTS, A. JOINT INSURED**, 5. is replaced with the following:

5. Payment by the **Company** to the **First Named Insured** for loss sustained by any **Insured** fully releases the Company on account of such loss.

4. Section **III. DEFINITIONS** is amended as follows:

- A. Definition DD. **Insured** is replaced with the following:

DD. **Insured** means:

1. the **First Named Insured**,
2. any **Sponsored Plan**, or
3. any other entity listed in **ITEM 1.** of the Declarations.

Issuing Company: **Travelers Casualty and Surety Company of America**

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B. Paragraph 1. of Definition RR. **Single Loss** is replaced with the following:

RR. **Single Loss** means:

1. for purposes of Insuring Agreement A.1:
 - a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;

committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**; and

2. for purposes of Insuring Agreement A.2.:
 - a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;

committed by each **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**.

C. Paragraph 1. of Definition UU. **Theft** is deleted.

5. Section **IV. EXCLUSIONS** is amended as follows:

A. Exclusion C is replaced by the following:

C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others.

B. References to Insuring Agreement A.3. are deleted from Exclusions D., E., F., G., H., O., P., W., and X.

C. Exclusion CC. is replaced by the following:

CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**.

D. The following Exclusions are added:

DD. This **Crime Policy** will not apply to loss caused by any **Employee** required by law to be individually bonded.

EE. This **Crime Policy** will not apply to loss caused by any treasurer or tax collector by whatever name known.

6. Section **V. CONDITIONS** is amended as follows:
- A. Section **A. GENERAL CONDITIONS**, 5. Ownership of Property; Interests Covered, b. is deleted.
 - B. The third paragraph, which reads, "The provisions of this Condition B.1.a will not be applicable to Insuring agreement A.2." is deleted from section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 1. **Limit of Insurance**, a. Policy Aggregate Limit of Insurance.
 - C. Section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 3. **The Insured's Duties in the Event of a Loss**, b. is replaced with the following:
 - b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2, or F.2., involves a violation of law;
 - D. Section **C. EMPLOYEE BENEFIT PROVISIONS – INFLATION GUARD** is deleted.
 - E. Sections **D. CANCELLATION OR TERMINATION**, 3 b. and c. are replaced with the following:
 - b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable;
 - c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**;

7. The following Condition is added:

Indemnification

The Company will indemnify any of the **Insured's** officials who are required by law to give individual bonds for the faithful performance of their duties, against loss through **Theft** committed by **Employees** who serve under them, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT – ADDING FINANCIAL INTEREST COVERAGE AND SANCTIONS CONDITION AND AMENDING TERRITORY CONDITION

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

Financial Interest means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or
3. election or obligation to obtain insurance for such **Insured**.

2. The following replaces section **V. CONDITIONS, A. GENERAL CONDITIONS, 1., Territory Covered**:

1. Territory Covered

- a. Except as indicated in Item 5. of the Declarations,

- i. the Company will cover loss the **Insured** sustains anywhere in the world, and
- ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

- b. This **Crime Policy** does not apply to:

- i. loss sustained by an **Insured** domiciled; or
- ii. loss of **Other Property** located,

in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

- c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

3. The following is added to section **V. CONDITIONS, B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

4. The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Crime Policy** will provide coverage for any loss or expenses, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **I. INSURING AGREEMENTS**, A. 2. ERISA Fidelity:

2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities and Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section **III. DEFINITIONS**:

Fraud or Dishonesty has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

Handled or Handling mean "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

3. The following replaces section **III. DEFINITIONS**, V.

V. **Fiduciary** means:

1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**;
or
2. any natural person who is a member of the board of directors, member of the board of trustees, a partner, an **LLC Manager**, an **LLC Member**, an **Officer-Shareholder**, an officer, or an **Employee**, of any **Employee Benefit Plan Sponsor**; while that person is **Handling Money, Securities, or Other Property** that belongs to an **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

4. The following replaces section **IV. EXCLUSIONS**, M and Z:

M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:

1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or
2. **Computer Programs**,

provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** access to, use of, or disclosure of, such intangible property or confidential information to commit acts of **Fraud or Dishonesty**.

Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money, Securities, or Other Property**, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** acts of **Fraud or Dishonesty**.

5. The following replaces section V. **CONDITIONS, A. GENERAL CONDITIONS**, 3. Extended Period to Discover Loss:
3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

- a. no later than 90 days from the date of cancellation or termination; and
- b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

SOCIAL ENGINEERING FRAUD EXCLUSION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following are added to section III. DEFINITIONS:

Authorized Person means an **Officer-Shareholder**, sole proprietor, director, trustee, natural person partner, **LLC Manager** or **LLC Member** who is authorized by the **Insured** to transfer, pay, or deliver **Money** or **Securities** or to instruct **Employees** or other **Authorized Persons** to transfer, pay, or deliver **Money** or **Securities**.

Communication means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** or **Authorized Person** that:

1. directs the **Employee** or **Authorized Person** to transfer, pay, or deliver **Money** or **Securities**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by the **Employee** or **Authorized Person**, believing the material fact to be true.

Social Engineering Fraud means the intentional misleading of an **Employee** or **Authorized Person** by a natural person impersonating:

1. a **Vendor**, or that **Vendor's** attorney;
2. a **Client**, or that **Client's** attorney;
3. an **Employee**; or
4. an **Authorized Person**,

through the use of a **Communication**.

Vendor means an entity or natural person that has provided goods or services to the **Insured** under a genuine, pre-existing written agreement or other agreed-upon arrangement.

Vendor does not include any **Financial Institution**, asset manager, armored motor vehicle company, or similar entity.

2. The following replaces section III. DEFINITIONS, E. **Computer Fraud**:

E. **Computer Fraud** means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions directly into a **Computer System**:

1. by a natural person or entity, other than an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money**, **Securities**, or **Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or **Insured's Financial Institution Premises**; or
2. made by an **Employee** or **Authorized Person** acting in good faith upon an intentional, unauthorized, and fraudulent instruction received from a computer software contractor who has a written agreement with the **Insured** to design, implement, or service **Computer Programs** for a **Computer System** covered under section I. **INSURING AGREEMENTS, F. COMPUTER CRIME**.

For purposes of this definition, an intentional, unauthorized, and fraudulent entry or change of data or computer instructions does not include such entry or change made by an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured** made in reliance upon any fraudulent electronic, cable, teletype, telephonic voice, telefacsimile, or written instruction, except as defined in E.2. above. An intentional, unauthorized, and fraudulent entry or change of data or computer instructions also does not include such entry or change that involves the use, or purported use, of any **Credit**, **Debit**, or **Charge Card** or

any access, convenience, identification, stored value, or other similar cards, including the information contained on such cards.

Computer Fraud does not include **Social Engineering Fraud** or **Funds Transfer Fraud**.

3. The following replaces section III. **DEFINITIONS**, G. **Computer System**:

G. **Computer System** means:

1. any computer; and
2. any input, output, processing, storage, or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer, that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

4. The following replaces section III. **DEFINITIONS**, AA. **Funds Transfer Fraud**:

AA. **Funds Transfer Fraud** means:

1. an electronic, telegraphic, cable, teletype, or telephone instruction, fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from the **Transfer Account**, which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent; or
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged**, or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

Funds Transfer Fraud does not include **Social Engineering Fraud** or **Computer Fraud**.

5. The following replaces section IV. **EXCLUSIONS**, R.:

R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:

1. the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether genuine or fictitious; or
2. any other giving or surrendering of, or voluntary parting with, **Money**, **Securities** or **Other Property**, whether or not induced by any dishonest or fraudulent act, except when covered under:
 - a. Insuring Agreement A.;
 - b. Insuring Agreement E.; or
 - c. Insuring Agreement F1.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

IOWA CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **V., CONDITIONS, D.2.:**
2. The Company may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

by mailing or delivering to the **First Named Insured** written notice of cancellation at least **20** days (number of days must equal or exceed 20 days) before the effective date of cancellation if the Company cancels for nonpayment of premium; or **60** days (number of days must equal or exceed 60 days) before the effective date of cancellation if the Company cancels for any reason scheduled below. The Company may cancel for any of the following reasons:

- a. nonpayment of premium,
- b. misrepresentation or fraud,
- c. actions by the **Insured** that substantially change or increase the risk,
- d. the Commissioner determines the continuation of the policy would jeopardize the Company's solvency or place us in violation of any state insurance laws,
- e. the **Insured** acts in a manner which he or she knew or should have known was a breach of a policy condition,
- f. loss of reinsurance, or
- g. if the Commissioner determines such cancellation is justified.

The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the Company. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

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2. The following is added to section **V., CONDITIONS, D. CANCELLATION OR TERMINATION**:
 5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company elects not to renew, the Company will provide to the **First Named Insured** written notice to that effect **45** days (number of days must equal or exceed 45 days) before the Expiration Date set forth in ITEM 2 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACE EXCLUSION BB. ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following replaces section **IV. EXCLUSIONS**, BB.:

BB. Except as outlined in section II. GENERAL AGREEMENTS, C. and D., this **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **105645280**

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COUNCIL ACTION FORM

SUBJECT: SAFETY SERVICES CONTRACT FOR FY 2020/21

BACKGROUND:

The City has contracted with the Iowa Association of Municipal Utilities (IAMU) for over 15 years to provide safety training and OSHA compliance support to City staff. IAMU provides training regarding topics of importance to all City staff and provides specialized training for the unique activities undertaken by staff in different departments.

The City's current contract with IAMU expires June 30, 2020. The expiring contract is for an amount not to exceed \$132,000 for the 2019/20 fiscal year. In addition to the safety training services, IAMU provides OSHA compliance support, safety program review, accident investigation support, and undertakes special projects at the request of division leaders and the Risk Manager.

IAMU continues to improve its services to the City in line with the City's organizational values. IAMU works closely with the City Risk Manager to ensure that the City's needs are being met.

IAMU has not requested an increase in fees for the upcoming year. The contract is structured into two six-month terms. The proposed cost will be \$66,000 for each six-month term for a total of \$132,000. Should City staff be unsatisfied with the service quality, the automatic renewal can be canceled, or the entire contract can be canceled at any time during the year with 60 days notice.

ALTERNATIVES:

1. Approve an agreement for safety services with IAMU for an amount not to exceed \$66,000 for July 1 through December 31, 2020, and a potential automatic renewal of \$66,000 for January 1 through June 30, 2021. This renewal will only take place should the City staff be satisfied with the work of the IAMU during the first six months of the contract.
2. Do not approve an agreement with IAMU, and direct City staff to find alternatives to provide safety training services.

CITY MANAGER'S RECOMMENDED ACTION:

City staff has worked closely with IAMU to ensure the quality of safety training fulfills regulatory requirements while embracing the values of Excellence Through People.

During this contract period, IAMU's approach to the work and overall quality will continue to be monitored. If City staff finds IAMU's continued progress unacceptable, staff will begin the process of identifying alternative methods to provide safety training services for City employees.

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

**CONTRACT FOR
PROFESSIONAL SERVICES FOR SAFETY AND TRAINING
FOR CITY OF AMES**

THIS AGREEMENT, made and entered into effective the 1st day of July, 2020, 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 the Iowa Association of Municipal Utilities (IAMU) (a not-for-profit organization to support municipal utilities in Iowa, organized and existing pursuant to the laws of the State of Iowa 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, Scope of Work, and Professional Services for safety related services for City of Ames attached hereto as Exhibit A. This contract only deals with the services provided by the IAMU's Safety Services Department and not with any other services from other departments within the IAMU association.

The City, without invalidating the Agreement, may direct changes in the project, within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. 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, provided that a written amendment is mutually executed as set forth in Section III herein.

The Provider shall designate an employee to be responsible for communicating with the City's Risk Manager about City needs, special issues and to provide a quality control role among the department trainers. Provider shall assign a primary trainer for each department, and the list of those trainers shall be provided to the Risk Manager. Those primary trainers shall provide significantly all training for the assigned departments, except where necessary due to absence or lack of expertise. When it is necessary to utilize a trainer other than the assigned primary trainer for a department, Provider shall notify the affected Department contact and the Risk Manager as soon as reasonably possible. When necessary to assign an alternative trainer with advance notice the Risk Manager shall have the opportunity to approve the alternative trainer.

Provider shall make available all employees who shall provide direct training services to City employees under this Agreement to attend an overview of the City's Excellence Through People values philosophy in order to better prepare Provider's trainers to communicate and train within the City's adopted values. The City and Provider will coordinate schedules to arrange this overview for all Employees as soon as reasonably possible after the execution of this Agreement.

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.

III

METHOD OF PAYMENT

- A. Payments shall be made by the City of Ames in accordance with the Scope of Work, outlined in the attached Exhibit A.
- B. Work performed in addition to the Scope of Work outlined in Exhibit A shall be invoiced at the following rates:

Instructor, consulting and process consultant: of \$94/hr.

Intern consultant: \$37/hr.

Miscellaneous supplies: reimbursed at cost

The maximum total amount payable by the City of Ames under this Agreement is \$66,000.00 for the first term of July 1, 2020 through December 31, 2020 and no greater amount shall be paid without written amendment. The maximum amount payable by

the City of Ames if the Agreement is automatically renewed for an additional six months (January 1, 2021 through June 30, 2021) is \$66,000.

- C. Payment will be made monthly upon completion of the work and acceptance by the City of Ames. Provider shall submit a monthly invoice upon completion of the work. The invoice shall include a narrative of the work performed during the previous month and the planned work for the upcoming month. 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, invoices, contracts, vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders 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, who is the sole Owner's Representative.

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. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. 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 work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. 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 work, 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 work 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 Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

G. 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 subcontractors 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 sixty (60) 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 the effective date 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 Story County District Court.

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.

DURATION

This Agreement shall be in full force and effect from and after from July 1, 2020, through December 31, 2020, or, until terminated by the City of Ames, Iowa. This Agreement shall automatically renew for an additional term to last from January 1, 2021 through June 30, 2021 unless the City provides written notice to Provider of its intention to terminate the Agreement 60 days prior to the end of the original term.

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

Iowa Association of Municipal Utilities

By: _____

John Haila, Mayor

By: _____

Troy DeJoode, Executive Director

Attest by: _____

Diane R. Voss, City Clerk

Doc: U/ 2008-2021 FY 2020/2021 IAMU

COUNCIL ACTION FORM

SUBJECT: 2020/21 US HIGHWAY 69 IMPROVEMENTS (SOUTH DUFF AVENUE AND US HIGHWAY 30 EASTBOUND OFF-RAMP)

BACKGROUND:

This program provides for intersection and corridor improvement projects along US Highway 69 to alleviate congestion and reduce accidents. This project includes intersection improvements and traffic signal installation at S. Duff Avenue and US HWY 30 Eastbound Off-Ramp.

The construction of this project is shown in the FY 2020/21 Capital Improvements Plan with \$530,000 in local funds (\$230,000 in G.O. Bonds and \$300,000 in Road Use Tax) and \$700,000 in grant funds. **Following the completion of preliminary plans, staff coordinated with the Iowa DOT to increase the grant funding to \$800,000 to account for portions of DOT roadways that will be reconstructed with the project. The grant funding agreement includes \$200,000 in U-STEP, \$500,000 in TSIP, and \$100,000 in 3R funds.**

It is anticipated that the project will have a 2020 local summer letting, with construction in 2021.

ALTERNATIVES:

1. Approve the Iowa DOT Agreement for U-STEP, TSIP, and 3R funding for the 2020/21 US Highway 69 Improvements (South Duff Avenue and US Highway 30 Eastbound off-ramp) project in the amount of \$800,000.
2. Reject the Agreement.

MANAGER'S RECOMMENDED ACTION:

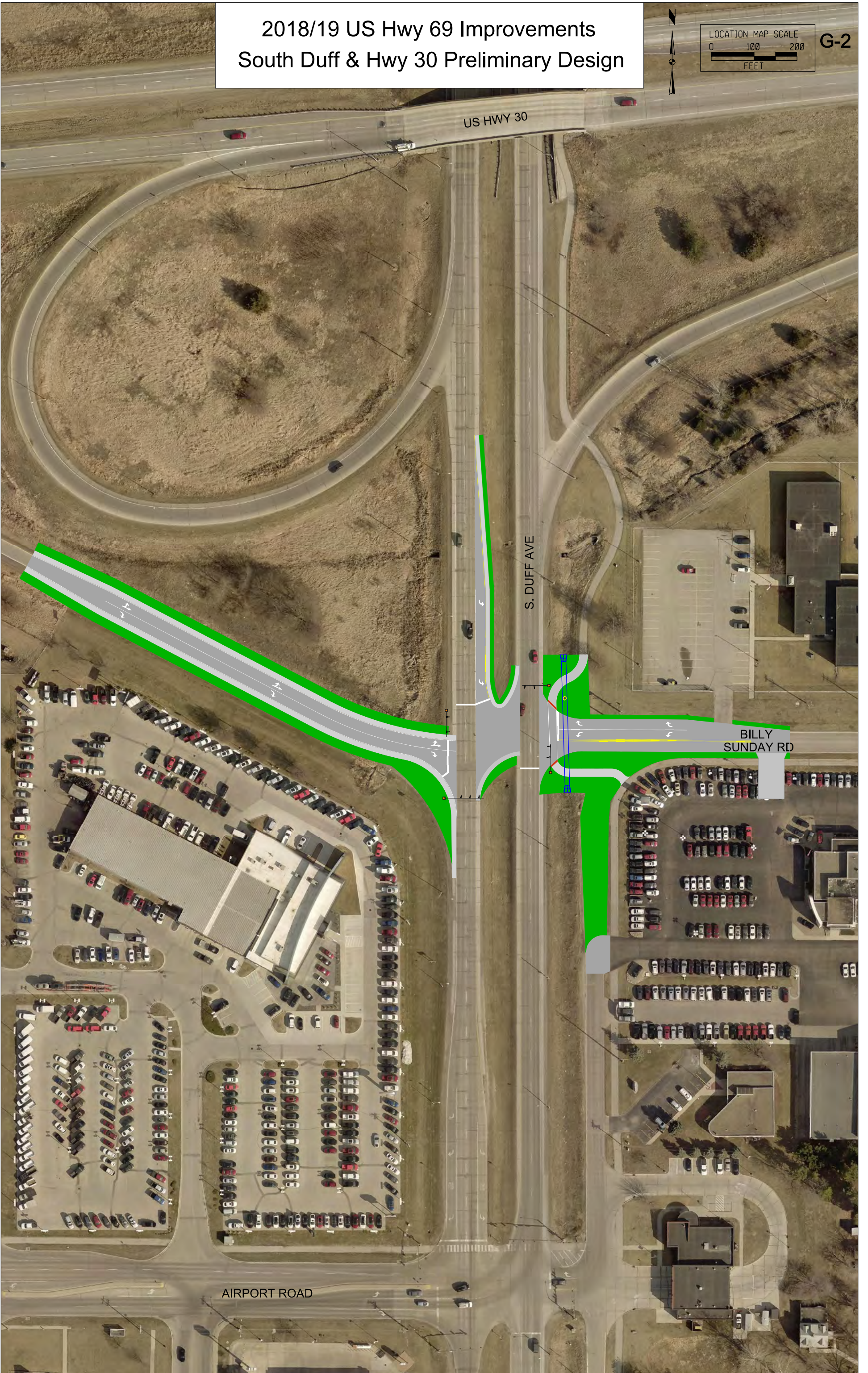
Approval of this agreement with the Iowa DOT must occur before moving forward with construction of this project in the 2020 or 2021 construction season. Delay or rejection of this agreement could delay this street reconstruction project by at least one year and could require additional local funding.

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

2018/19 US Hwy 69 Improvements
South Duff & Hwy 30 Preliminary Design

LOCATION MAP SCALE
0 100 200
FEET

G-2



**IOWA DEPARTMENT OF TRANSPORTATION
Cooperative Agreement
For Primary Road Project**

County	<u>Story</u>
City	<u>Ames</u>
Project No.	<u>UST-030-5(285)--4A-85, TSF-030-5286)--92-85, NHSN-030-5(287)--2R-85</u>
Iowa DOT Agreement No.	<u>2020-16-116</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Ames, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The LPA proposes to establish or make improvements to U.S. 30 within Story County, Iowa; and

The DOT provides funds through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for safety or operational improvements on primary road extensions. The DOT has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55 percent DOT funds to 45 percent local funds, up to a maximum amount in DOT funds of \$200,000 for a "spot improvement" or \$400,000 for a "linear improvement; and

The LPA and the DOT are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The LPA shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the LPA's contact person. The DOT's contact person shall be Tony Gustafson, Assistant District Engineer. The LPA's contact person shall be Mark Gansen, P.E., Civil Engineer II.

- c. The LPA shall be responsible for the development and completion of the following described primary highway project:

Interchange improvements at the U.S. 30 eastbound off ramp at U.S. 69.

- d. All storm sewers constructed as part of the project will become the property of the LPA, which will be responsible for their maintenance and operations. The LPA will not make any connections to said storm sewers without the prior written approval of the DOT. The LPA will prevent use of such storm sewers as a sanitary sewer.

2. Project Costs

- a. The LPA will bear all costs except those allocated to the DOT under other terms of this Agreement.
- b. The DOT shall contribute \$200,000 in U-Step funds, \$500,000 in TSIP funds, and \$100,000 in 3R funds toward the project costs. 3R funds will not be available for this project until July 1, 2021.

3. Environmental, Right-of-Way, Permits and Other Requirements

- a. The LPA shall be responsible for obtaining any necessary permits from the DOT, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, or other construction permits required for the project prior to the start of construction. Neither the approval of funding nor the signing of this Agreement shall be construed as approval of any required permit from the DOT.
- b. The LPA shall obtain all project permits and / or approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, or other State or Federal agencies as may be required.
- c. If there is a railroad crossing within or near the project work area, the LPA shall obtain the necessary approvals or agreements from the railroad to allow the proposed work to be completed on or around the railroad crossing and / or right-of-way.
- d. If the project requires utility relocations, subject to the approval of and without expense to the DOT, the LPA agrees to perform or cause to be performed all relocations, alterations, adjustments or removals of existing utility facilities, including but not limited to power, telephone lines, fiber optics lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, storm water intakes, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all parking meters, traffic signals and other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project and the clear zone. All utility relocations shall be accomplished in accordance with the DOT's Utility Accommodation Policy, as set forth in 761 Iowa Administrative Code, Chapter 115.
- e. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

4. Project Design

- a. The LPA or its consultant shall be responsible for the design of all proposed improvements.
- b. The project plans, specifications and engineer's cost estimate shall be prepared and certified by a Professional Engineer licensed to practice in the State of Iowa.
- c. All proposed highway or street improvements shall be designed using good engineering judgment and the American Association of State Highway and Transportation Officials (AASHTO) "Policy on Geometric Design of Highways and Streets", (2011).

- d. The project design shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", by the Federal Highway Administration, as adopted by DOT, as per 761 Iowa Administrative Code, Chapter 130.

5. Bid Letting

- a. The LPA shall submit the plans, specifications, and all other contract documents for review and approval prior to letting by the LPA. The project may be submitted for letting in phases, in the order of preference as determined by the LPA. The DOT shall review said submittal(s) recognizing the LPA's development schedule and shall, after satisfactory review, authorize in writing the LPA to proceed with implementation of the project.
- b. For portions of the project let to bid, the LPA shall conduct the project bid letting in compliance with applicable laws, ordinances, and administrative rules. The LPA shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The LPA shall provide the DOT file copies of project letting documents within five (5) days after letting.
- c. The LPA shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The LPA shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The LPA shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- d. The LPA shall be the contracting authority.

6. Construction & Maintenance

- a. The LPA shall be responsible for the daily inspection of the project, including the compilation of a daily log of materials, equipment, and labor used on the project.
- b. The LPA shall comply with the procedures and responsibilities for materials testing and construction inspection according to DOT's Materials Instructional Memorandums (I.M.'s) and the Construction Manual. If requested, the DOT may be able to perform some testing services. If performed, the DOT will bill the LPA for testing services according to its normal policy.
- c. The work on this project shall be in accordance with the approved plans and specifications. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- d. With the exception of service connections no new or future utility occupancy of project right-of-way, nor any future relocations of or alterations to existing utilities within said right-of-way (except service connections), will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. New lighting and/or traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The LPA shall construct traffic signal installations all at no cost to the DOT. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the corporate boundaries.

- f. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- g. After the project construction is complete and prior to final acceptance of the project by the DOT, the LPA shall furnish three sets of "as-built" plans to the DOT's contact person.
- h. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

7. Traffic Control

- a. U.S. 30 through-traffic will be maintained during the construction.
- b. The LPA will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. The U.S. 30 eastbound off ramp through-traffic will be detoured off of the project. The LPA will erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The LPA will also remove said signs when the detour is discontinued. See Exhibit A for the detour route. Details will be shown on the traffic control sheet(s) within the project plans.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as per 761 Iowa Administrative Code, Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

8. Payments and Reimbursements

- a. The LPA shall be responsible for making initial payments to the consultant(s) and contractor(s) for all project costs incurred in the development and construction of the project. After payments have been made, the LPA may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Reimbursement claims shall include certification by a Professional Engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been paid in full and completed in substantial compliance with the terms of this agreement.
- b. The DOT shall reimburse the LPA for properly documented and certified claims for eligible project activity costs. The DOT may withhold up to 5% of the Federal and / or State share of construction costs, either by state warrant or by crediting other accounts from which payment may have been initially made. If upon final audit, the DOT determines the LPA has been overpaid, the LPA shall reimburse the overpaid amount to the DOT. After the final audit or review is complete and after the LPA has provided all required paperwork, the DOT will release the Federal or State funds withheld.
- c. Upon completion of the project, a Professional Engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of State and / or Federal funds shall be made only after the DOT accepts the project as complete.

9. General Provisions

- a. The LPA shall maintain records, documents, and other evidence in support of the work performed under the terms of this agreement. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be

made available for inspection and audit by authorized representatives of the DOT and / or the Federal Highway Administration (FHWA), or their designees at all reasonable times. The LPA shall provide copies of said records and documents to the DOT upon request. The LPA shall also require its contractors to permit authorized representatives of the DOT and / or the FHWA to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final amendment / modification to the project in the FHWA's Fiscal Management Information System (FMIS). Upon receipt of such approval by FHWA, the DOT will notify the LPA of the record retention date.

- b. In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPA shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The LPA agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- d. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- e. This agreement is not assignable without the prior written consent of the DOT.
- f. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- g. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the LPA agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- h. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- i. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

February 2017

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2020-16-116 as of the date shown opposite its signature below.

CITY OF AMES:

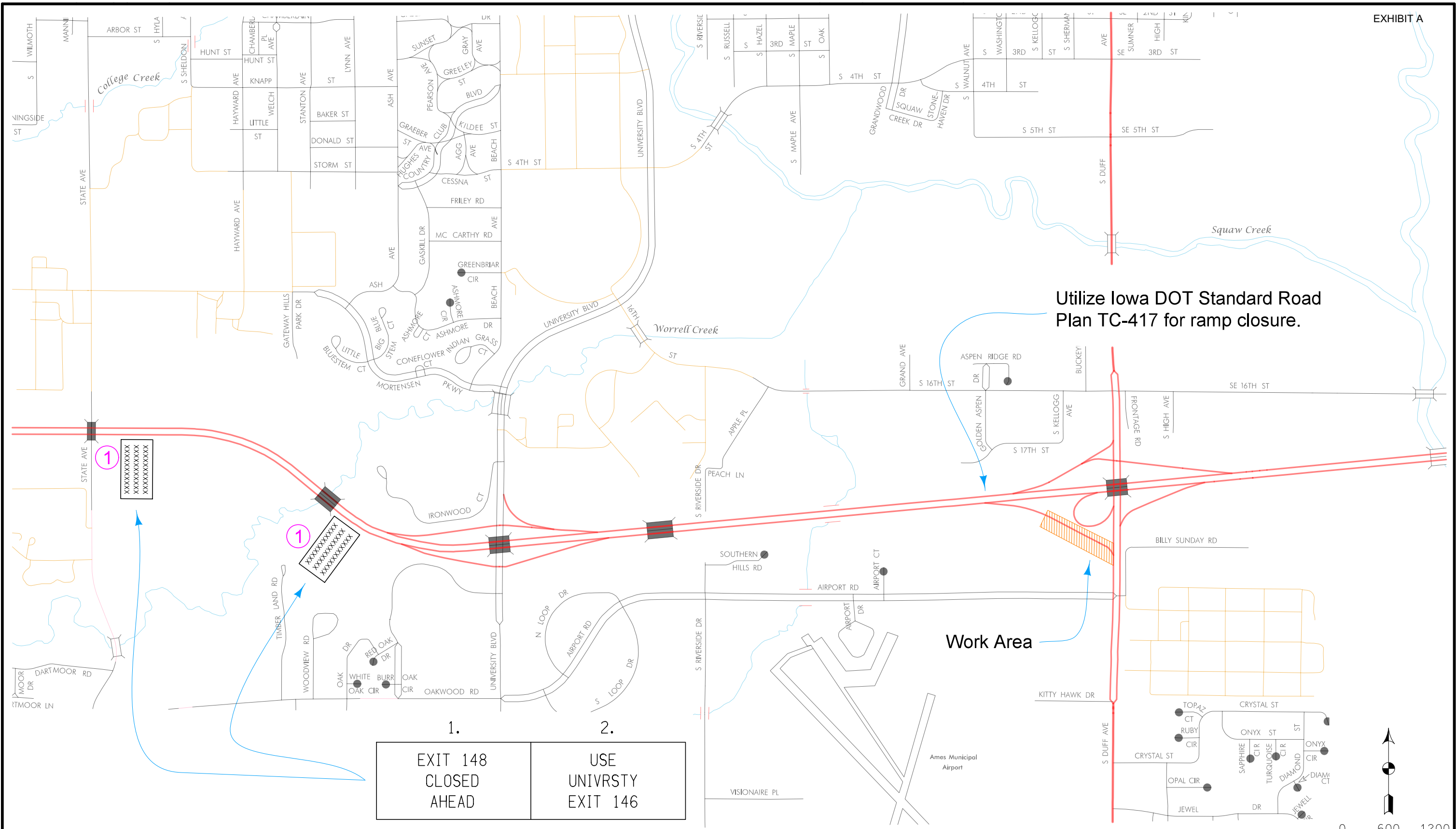
By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the day of _____, 20____.

Signed: _____
City Clerk of Ames, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Tony Gustafson, P.E.
Assistant District Engineer
District 1



Utilize Iowa DOT Standard Road Plan TC-417 for ramp closure.

Work Area

1. EXIT 148
CLOSED
AHEAD

2. USE
UNIVRSITY
EXIT 146

① Place for 7 calendar days prior to closure. The Engineer will determine the message to display. Remove when road is closed. Use of Portable Dynamic Message Sign is optional on non-primary roadways.

**STAGE 1
DETOUR PLAN**

ITEM #: 20
DATE: 05-26-20

COUNCIL ACTION FORM

**SUBJECT: APPROVAL OF ICAAP GRANT FOR FY 2020/21 ITS PROGRAM
(PHASE 1 – TRAFFIC NETWORK)**

BACKGROUND:

The 2020/21 Capital Improvements Plan (CIP) has a project in the Intelligent Transportation System (ITS) Program to build out the first phase of the City’s Traffic Network Master Plan. The traffic network will be a city-wide communication network capable of supporting current and future transportation technologies. These technologies include adaptive traffic systems, video, sensors, and other data collectors that are commonly referred to as “Smart City” technologies.

The City submitted an Iowa Clean Air Attainment Program (ICAAP) grant for phase one of the proposed network (see attached map). In April 2020, the City was notified by the Iowa DOT that the application was approved for \$1,176,518 in eligible costs related to the project. These funds require a 20% local match, which is estimated to be \$235,304.

Once the grant agreement is approved and authorization is given by the DOT and FHWA to proceed, an RFP will be issued for a design consultant to conduct a systems engineering design of the network. It is expected that Phase 1 of the traffic network will incur the majority of the design work and specifications development as well as the installation of fiber in the initial phase shown in blue on the attached map. Each subsequent phase will use the systems engineering documents in the deployment of the ultimate buildout of the network.

ALTERNATIVES:

1. Approve the ICAAP Grant Agreement for Phase 1 of the City of Ames Traffic Network for \$1,176,518.
2. Reject the agreement.

MANAGER’S RECOMMENDED ACTION:

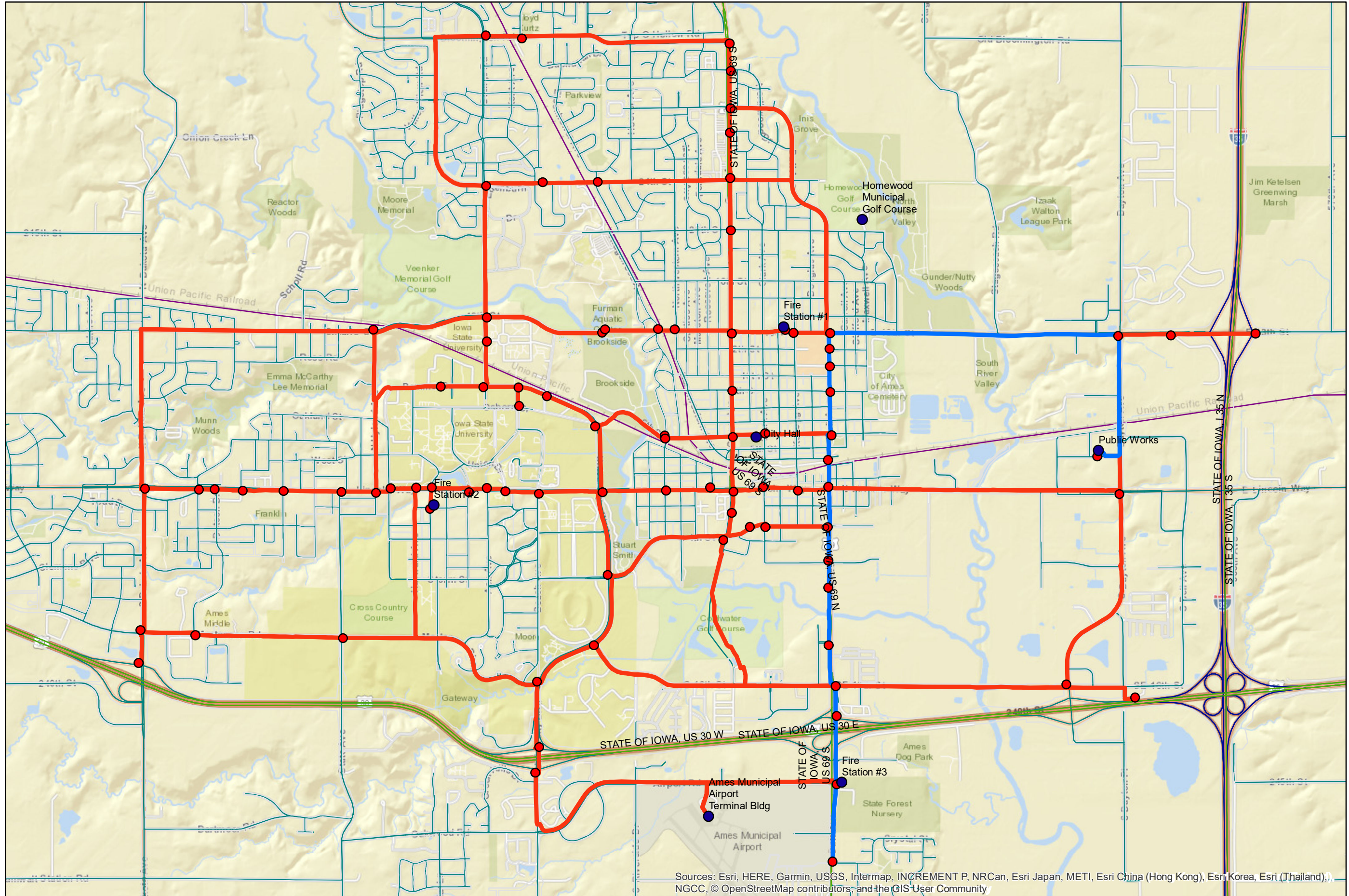
ICAAP grant funding is critical to the financing of the traffic network, which will significantly reduce the burden on local funding sources. The network will substantially modernize the City’s infrastructure, making it ready for future technologies and innovations. These technologies will ultimately relieve traffic congestion and reduce pollution along all major arterial corridors within the City.

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

It is important to note that, as recommended in the traffic signal master plan, standard practice will be to use single-mode 144 strand fiber (12 fibers in 12 tubes). Any available dark fiber may be used to support other critical City Departmental communications needs, especially those that would benefit from integration with, or connection to, planned transportation technology improvements. Private sector companies may also use the dark fiber or spare conduit (for co-location of communication cable) once a network use policy is in place, and City Council has approved a lease or other use agreement.

City of Ames - Phase 1 Fiber Interconnect

Date: 9/13/2019



Legend

- Traffic_Signal
- New_Traffic_Signal
- COA_ROW

New 144 Count Fiber

- Proposed Future Fiber
- Proposed Phase 1

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for an
Iowa's Clean Air Attainment Program (ICAAP) Federal-aid Swap Project

Recipient: **City of Ames**

Project Number(s): **ICAAP-SWAP-0155(702)—SH-85**

Iowa DOT Agreement Number: **2020-ICAAP-SWAP-02**

This agreement, made as of the date of the last party's signature below, is between City of Ames, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Iowa's Clean Air Attainment Program (ICAAP) Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide ICAAP Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be Jared Smith, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1713. The Recipient's contact person shall be the Damion Pregitzer, City of Ames, 515 Clark Ave, Ames, Iowa 50010, 515-239-5160.
3. The Recipient shall be responsible for the development and completion of the following described ICAAP project:

First Phase Deployment Ames Traffic Signal Master Plan

4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project. Systems engineering analysis and product procurement and installation are also eligible activities for Adaptive Signal Control Technology projects only. All costs must be directly related to the project described in this agreement. Costs incurred prior to the date of this agreement are not eligible for reimbursement. The Department has the sole authority to determine the eligibility of a cost for reimbursement.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from ICAAP Federal-aid Swap funds. The portion of the project costs reimbursed with

ICAAP Federal-aid Swap funds shall be limited to a maximum of either 80 percent of eligible costs or \$(1,176,518), whichever is less.

6. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution. The local contribution must equal a minimum of 20 percent of eligible project costs.
7. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes that project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds will not be reimbursed.
8. The Recipient must have let the contract or have otherwise completed the project within two years of October 1, 2020. If the Recipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
9. The Recipient shall provide a summary report measuring the success of its effect on vehicle emissions to the Department upon completion of the project and prior to requesting final reimbursement of ICAAP Federal-aid Swap funds. The report will include before and after project emissions calculations comparing new data compiled after project completion to the data submitted with the project application. Through a quantitative analysis, the summary must show how many kilograms of pollutants (including CO, VOC, NOx, and if applicable PM) have been reduced. The preparation of this summary may require additional data collection or modeling. These tasks or services are not considered project costs and are not eligible for reimbursement.
10. If the project purpose is to implement, deploy, or install ASCT, the Recipient will complete a systems engineering analysis appropriate to the scale of the project in accordance with the August 2012 Federal Highway Administration (FHWA) publication, "Model Systems Engineering Documents for Adaptive Signal Control Technology Systems." This document is available on the FHWA website at: https://ops.fhwa.dot.gov/publications/fhwahop11027/mse_asct.pdf. This analysis will be submitted to the Department for review and approval. Costs associated with the preparation of this analysis are eligible project costs. The Recipient will follow the guidance provided by this analysis in the evaluation, selection, and implementation of ASCT.
11. If the Recipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Recipient remains in default.

12. This agreement may be declared to be in default by the Department if the Department determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
13. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.
14. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.
15. This agreement is not assignable without the prior written consent of the Department.
16. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
17. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
18. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

RECIPIENT: City of Ames [use only if the Recipient is a city]

By: _____ Date _____, _____

Title: Mayor

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the ____ day of _____, _____.

Signed: _____

City Clerk of Ames, Iowa.

RECIPIENT: [insert county name] County [use only if the Recipient is a county]

This agreement was approved by official action of the [county name] Board of Supervisors in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

Signed: _____
(Witness to Signature)

IOWA DEPARTMENT OF TRANSPORTATION

Planning, Programming and Modal Division

800 Lincoln Way, Ames, Iowa 50010

Tel. 515-239-1664

By: _____ Date _____, _____

Craig Markley

Director

Office of Systems Planning

EXHIBIT 1

General Agreement Provisions for use of ICAAP Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

3. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

4. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

5. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities. Such projects will let at the Department.

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient (special provisions) for individual construction items shall be approved by the Department.
- iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- c. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- d. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- e. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

6. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

7. Reimbursements.

- a. Costs incurred prior to the date of the executed project funding agreement are not eligible for reimbursement. Reimbursement of eligible costs may be requested only after the project is programmed in the Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).
- b. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- c. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- d. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- e. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Office, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- f. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received including but not limited to: Federal funds, state funds, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

8. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete and the Department has approved the emissions summary report submitted by the Recipient after completion of the project.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).

COUNCIL ACTION FORM

SUBJECT: ENGINEERING SERVICES FOR DEMOLITION DESIGN OF THE OLD WATER TREATMENT PLANT

BACKGROUND:

When staff started design of the new water treatment plant, they held meetings with neighbors of the old water treatment plant. There was some concern expressed that the facility not be allowed to sit and deteriorate. During those discussions more than 10 years ago, a commitment was made that the old treatment facility would be demolished as soon as practical after being shut down so as to not become an abandoned eyesore for the neighborhood. The new plant started operation in the fall of 2017, and it is time to demolish the old water treatment plant.

In February 2020, a Request for Proposals (RFP) was issued for engineering services to develop demolition design plans for the old WTP. In addition to demolition, the CIP project scope includes adding a conference/training room space and an elevator to the existing TSC building. While final design of the new spaces was not included in the RFP's proposed scope of work, a conceptual level plan of the addition will be prepared so that the demolition can proceed with the future work in mind.

Three responses to the Request for Proposals were received and are summarized below.

Firm Name	Base Fee Proposal
Shive Hattery, Inc.	\$126,200
Strand Associates, Inc.	\$135,300
HDR, Inc.	\$227,663

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

Qualifications of the three responsive firms were similar. Based on the proposal for Shive Hattery, the firm has good demolition experience, but not a lot specifically in the

water/wastewater industry. By comparison, Strand's proposal described experience performing demolition work specifically for treatment plants. Strand also gave good examples of quantifiable sustainability metrics that could be included in the demolition, which is an important organizational goal for the City of Ames. Ultimately, the RFP review team recommended Strand as the firm with the closest match of experience and best overall understanding of the project's goals. Their proposal included additional scope items not specifically requested by the RFP for a site topographic study (\$7,300) and a geotechnical report (\$2,200) – both of which staff recommends be included in the contract. A stormwater features task (\$23,500) was also proposed as an optional scope item. Staff would like the fees for this task to be approved by Council, but to be utilized only at staff's direction as needed as the design progresses. After adding in the optional scope items, the design contract will be a lump sum of \$144,800 plus an additional \$23,500 for stormwater services, if authorized by staff, for a total amount not to exceed \$168,300.

After a demolition design has been finalized and bid, staff will negotiate an amendment with Strand to include construction related services. This amendment would be brought back to Council at a later date for approval.

The FY 20/21 CIP budget includes \$382,000 for design of demolition of the old water treatment plant, plus an additional \$167,000 for the eventual final design of the TSC improvements. The overall authorized budget for the project is \$4,335,250.

ALTERNATIVES:

1. Award a contract for engineering services to Strand, Inc. of Madison, WI, for design of the Old Water Treatment Plant Demolition Project in an amount not to exceed \$168,300 which includes \$135,300 for the base scope for demolition design, \$7,300 for the topographic study, \$2,200 for the geotechnical report, and \$23,500 for the storm features design, only to utilized at staff's direction should it be needed.
2. Award the contract for engineering services to one of the other firms.
3. Do not award a contract to Strand, Inc., and do not initiate the project at this time.

MANAGER'S RECOMMENDED ACTION:

The demolition of the old water treatment plant is an important project to prevent the structures from becoming dilapidated and potentially dangerous. The project is included in the FY 20/21 CIP at a total of \$4,335,250. A competitive, qualifications-based RFP process was conducted, and a scope of work was negotiated with the preferred firm. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

It should be noted that the decision to move ahead with the demolition of the old Water Treatment Plant might be one of the projects that will need to be delayed should the financial impact on the Water Fund from the COVID-19 outbreak necessitate reductions in expenditures for FY 2020/21. Proceeding with the demolition design will result in a shovel ready project should federal stimulus money become available.

COUNCIL ACTION FORM

SUBJECT: SOUTH GRAND AVENUE EXTENSION PROJECT (AMENDMENT # 5)

BACKGROUND:

This project is the extension of South Grand Avenue from Squaw Creek Drive to South 16th Street. Included is an extension of South 5th Street (South Grand Avenue to South Duff Avenue) as well as intersection improvements to the South Duff Avenue (US Hwy 69)/South 16th Street and South Grand Avenue/S 16th Street. The project has been broken into the following three phases:

- 1) S. 5th St extension and the portion of S. Grand Ave from Squaw Creek Drive (the existing dead end) to S. 5th St.
This contract has been awarded to Peterson Contractors, Inc. (PCI) of Reinbeck, Iowa, in the amount of \$3,159,304.15.
- 2) S Grand Ave South of S. 5th Street (this portion includes two bridges to accommodate Squaw Creek under the roadway).
This contract has been awarded to Peterson Contractors, Inc. (PCI) of Reinbeck, Iowa, in the amount of \$9,368,716.27.
- 3) Reconstruction and widening (additional turn lanes) on S 16th St. at S. Duff Ave.
This project is still in the design phase.

Shive-Hattery, Inc., from West Des Moines, Iowa, is under contract for design services authorized in an amount not to exceed \$1,365,341 for all three phases. The original contract was in an amount not to exceed \$1,045,000 and four amendments have been previously approved totaling \$320,341. Additional work under these amendments included design of sidewalk infill along S 16th Street, S 5th Street trail design, bus pull-off design, environmental assessments and investigations, future planning of 4-lane roadway, Worle Creek channel relocation design, additional services related to ROW acquisition and use of eminent domain, and design modifications reflecting negotiations for land acquisition agreements.

This additional professional services fee of \$125,350 that is being requested for Amendment 5 is a result of the additional scope of design services for Phase 3 (described above). The contract agreement for Phase 3 is for reconstruction of South 16th Street from South Duff to approximately 1300 feet west of South Duff Avenue and widening of South 16th Street east from South Duff to approximately Cardinal Road. **The additional scope of services is for adding complete reconstruction of SE 16th St east of South Duff for approximately 950 feet.**

Based on the current pavement condition of SE 16th Street east of South Duff, this section is in need of a full reconstruction rather than simply widening the pavement. With more businesses developing east of the intersection of S. Duff Ave. and SE 16th Street, such as Menards, the traffic volume will continue to increase and accelerate deterioration of this section.

It should be noted that this additional street reconstruction work is estimated to increase the project construction costs in Phase 3 from \$2,200,000 to \$3,000,000.

The summary of the revised revenues and expenses for this project are shown below:

Activity	Expenses	Revenue
Engineering (overall total w/amendments)	\$2,625,350.00	
South 5 th Street Project (Awarded)	\$3,159,304.15	
S Grand Extension (Awarded)	\$9,368,716.27	
S 16 th St/S Duff project (Estimated)	\$3,000,000.00	
GO Bonds		\$11,580,000
MPO/STP Funds (\$4,300,000 in CIP)		\$5,500,000
Federal/State Grants (\$4,273,000 in CIP)		\$2,791,485
TOTAL	\$18,153,370.42	\$19,871,485

ALTERNATIVES:

1. Approve the amendment to the engineering services agreement for the South Grand Avenue Extension Project with Shive-Hattery, Inc., of West Des Moines, Iowa, in the amount not to exceed \$125,350.
2. Direct staff to renegotiate an engineering agreement amendment.
3. Do not proceed with expanding the project scope (add turn lanes to existing pavement conditions).

MANAGER’S RECOMMENDED ACTION:

By approving this amendment, this project will result in lower street maintenance costs, and improve area drainage. Also, by approving this amendment, the reconstruction and widening will be incorporated into one construction project thereby setting up the area for better traffic flow and pavement conditions as this commercial area continues to expand.

The construction bids for Phases 1 and 2 (described above) came in \$1,067,793 and \$2,831,284 under the Engineer’s Estimates, respectively. This provides the availability of G.O. Bonds for reconstructing the existing portion of SE 16th St.

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

COUNCIL ACTION FORM

SUBJECT: TEMPORARY STREET CLOSURE FOR A NEW FIRE LINE AT 307 LYNN AVENUE

BACKGROUND:

Staff has been contacted by Ames Trenching for a temporary street closure request at 307 Lynn Avenue for installation of a new fire line. The new fire line is necessary for installation of a sprinkler system meeting current fire code requirements. Due to the location of the water main along the east side of Lynn Ave, this work will require the closure of **both lanes of Lynn Ave between Chamberlain Street and Knapp Street for three (3) calendar days** to safely accommodate the fire line installation. A location map has been provided as "Attachment A".

The Municipal Code requires that City Council approve temporary closures of streets that are classified as arterials or are active CyRide routes, which is the case with Lynn Avenue (Brown Route #6).

Pending weather conditions, **Ames Trenching has proposed to begin work on Wednesday, May 27th** and will notify the affected residents and businesses. **Vehicular and pedestrian access to area residences and businesses will always be maintained.** If the work is completed sooner than the requested 3-day closure, the street will be re-opened to traffic.

CyRide has been notified and will re-route bus service during the street closure.

ALTERNATIVES:

1. Approve the closure of Lynn Avenue for up to three calendar days, as noted on the attached map, to facilitate new fire line installation at 307 Lynn Ave.
2. Direct staff to work with the contractor to determine alternate dates to conduct the fire line installation.

MANAGER'S RECOMMENDED ACTION:

By granting this closure of Lynn Avenue, City Council would be facilitating installation of a sprinkler system meeting fire code requirements at this property.

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

Attachment A



Temporary Street Closure
307 Lynn Ave Fire Line Installation
(Cyride Brown Route #6)



1 inch = 100 feet
Date: 5/14/2020

COUNCIL ACTION FORM

SUBJECT: TEMPORARY RELOCATION OF VENDORS DURING WELCH AVENUE CONSTRUCTION PROJECT

BACKGROUND:

Construction on the Campustown Public Improvements project has begun. Through this project, utilities under the 100 block of Welch Avenue will be reconstructed, and the streetscape surface will be significantly modified.

Two food vending operations have Vending Licenses to regularly operate in the area that will be reconstructed. They are Smiles & Gyros and Cheese Steak Factory. The Vending Code provides that a vendor may be required to accommodate construction in the right-of-way, and a license may be suspended or revoked because of construction in the right-of-way.

City staff has discussed the construction project with the two vendors. Both expressed a desire to be able to continue operating in an alternative location for the duration of the construction, as an alternative to ceasing operations during the project.

The administrative rules for vending require that vendors seeking a new location to operate must obtain a letter of support from the adjacent property owner before City approval can be granted. In practice, there are very few locations in the Campustown area that are suitable for vending where the adjacent property owner is also willing to allow the vendor to operate. Although the City Council may make exceptions to these administrative rules to assign a temporary location for a vendor, City staff believes it would violate the spirit of this regulation to do so without obtaining the consent of the adjacent property owner.

As an alternative, City staff has inquired whether the vendors would both be willing to operate in Chamberlain Lot Y (at the intersection of Welch Avenue and Chamberlain Street), during the project. Both expressed an interest in being located in the lot. City staff conferred with Campustown Action Association, and CAA has expressed support for this option. **Since the vendors would be operating in a City parking lot rather than on right-of-way with an adjacent property owner, there would be no property owner approvals necessary to allow the relocation.**

Relocating the vending operations to this lot will take three metered parking spaces. These parking spaces will be made available for metered public parking during normal metered hours, but will be signed for the exclusive use of the two vending operations

after 6:00 p.m. Thursday through Saturday. **Therefore, there will be no lost revenue to the Parking Fund during this temporary relocation.**

If the temporary relocation is approved, City staff will monitor the suitability of this location for the vending operations and will bring any required modifications to this plan to the City Council. Once construction is complete, the vendors will return to their regularly assigned locations. No new Vending License fee would be required of the vendors for this temporary site.

Due to the current public health emergency, Vending Licenses have been temporarily suspended. If the City Council approves a relocation of these vendors on Welch Avenue, the temporary relocation would be effective once the suspension of all vending operations has concluded.

ALTERNATIVES:

1. Authorize Smiles & Gyros and the Cheese Steak Factory to temporarily to operate out of three parking spaces designated by City staff in Chamberlain Lot Y after 6:00 p.m. from Thursday through Saturday for the duration of the Campustown Improvements Project.
2. Not allow the two vendors to relocate to another location and temporarily suspend their Vending Licenses for the duration of the Campustown Improvements Project.
3. Direct staff to explore alternative strategies to accommodate these vendors during the Campustown Improvements Project.

CITY MANAGER'S RECOMMENDED ACTION:

The Campustown Improvements Project is a critical utilities and streetscape modification. The construction will require two vendor operations to either cease or relocate for the duration of the project. In lieu of suspending vending for the entirety of the project, it is possible to relocate these vendors to a City parking lot without losing any parking revenue.

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

COUNCIL ACTION FORM

SUBJECT: WATER TREATMENT PLANT HANDRAIL MODIFICATIONS PROJECT

BACKGROUND:

Offering public tours of the Water Treatment Plant is a valuable public outreach opportunity. In partnership with the Inspections Division, several handrail areas in the plant were identified as needing modifications to better protect the public after a public tour route was identified.

Initially staff thought the handrails could be modified by adding a cable system to meet the public safety requirements. Based on information from vendors, staff estimated the cable system to cost approximately \$53,000. Staff issued a Notice to Bidders to make the improvements. Three contractors made a site visit and bid on the work, and the bids were opened on July 24, 2019. The bids received are summarized below.

Bidder	Total Price
Minturn, Inc.	\$79,800
Woodruff Construction, LLC	\$135,859
HPC, LLC.	\$170,000

After opening bids, staff reached out to the bidders to understand what may have caused the large price differences. Staff learned that the low bidder had planned to install the cables as outlined in the bid documents, and the other two contractors intended on fully replacing the railings. Staff reached out to the original manufacturer of the existing handrails and were informed that the modifications would jeopardize the structural integrity of the railings.

Because there is no feasible way to modify the railings as currently installed, staff worked with the original manufacturer of the railings, Moultrie Manufacturing Company, to get a quote for replacement railings that meet public safety requirements and to match what is currently installed in adjacent parts of the plant. The manufacturer is also working with staff to ensure that the new railings can be installed using the existing mounting hardware that is epoxy anchored into the concrete. **Moultrie has provided a quote of \$63,510.58 plus freight charges to provide the replacement handrails. Water Plant staff will install the new handrails when they arrive.**

Staff is requesting approval of a single-source purchase for the modified handrails from the original manufacturer. This will ensure the safety requirements are met, while preserving the aesthetics of the space by matching the existing handrails. Funds for the purchase will come from the remaining unspent balance in the New Water Plant project account.

ALTERNATIVES:

1. Waive the purchasing competitive bid requirement and award a single-source purchase to Moultrie Manufacturing Company of Moultrie, GA, in the amount of \$63,510.58 plus freight charges for handrails to be installed by City staff.
2. Direct staff to budget for the project and bid the purchase and installation of new handrails.
3. Do nothing at this time.

MANAGER'S RECOMMENDED ACTION:

The Water Treatment Plant is a valuable resource for the community and educational tours are encouraged. Public safety is also of utmost concern. Installing handrail modifications by City staff will better protect the public during tours in a fiscally responsible method. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ITEM#: 26
DATE: 05-26-20

COUNCIL ACTION FORM

**SUBJECT: RESOURCE RECOVERY PRIMARY SHREDDER DOOR
REPLACEMENT**

BACKGROUND:

The City purchased and installed a Komptech Terminator 6000 SEF Shredder in 2013. This machine is vital to the operation at the Resource Recovery Plant as the primary shredder. The counter comb door on the Komptech has over 15,600 hours of wear during 6 years of operation and must be replaced. This door is a significant part of the machine and shredding process. Trash is shredded when a hydraulically driven rotor, (replaced in 2017), in the shredder spins. The rotor has a set of teeth with a row of offsetting teeth in the door that create the shredding action.

The door is provided only by the original equipment manufacturer, Komptech USA, which is the single source supplier of this item and will provide a replacement-in-kind. The cost of the door is \$52,346.01. Funding is available in the FY 2020/21 Resource Recovery System Improvement program at \$45,000. Staff has identified additional savings in FY 2019/20 Resource Recovery System Improvements program of \$8,000, making \$53,000 available for this purchase.

ALTERNATIVES:

1. Waive the Purchasing requirement for competitive bids, accepting Komptech USA as the single source supplier, and awarding a contract in the amount of \$52,346.01 to replace the primary shredder door.
2. Delay repairs to the shredder.

CITY MANAGER'S RECOMMENDED ACTION:

The primary shredder is a critical piece of equipment in the Resource Recovery Plant operation. The door requires routine replacement. This part can only be provided by the original equipment manufacturer.

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

COUNCIL ACTION FORM

**SUBJECT: EMERSON SURESERVICE SOFTWARE SUPPORT
CONTRACT FOR POWER PLANT**

BACKGROUND:

This contract is for providing support to the Emerson Ovation control system utilized by equipment in the Power Plant. This system is the main software driving the Distributed Control System (DCS). The system is crucial because it controls a majority of the equipment throughout the Power Plant. The support to this system is critical for continued reliability and maintainability.

Emerson Process Management Power & Water Solutions, Inc. (Emerson) is the Original Equipment Manufacturer (OEM) of this system. Emerson proposed a three-year contract for its SureService software support which includes:

- Expert telephone support for the Ovation system – With thorough knowledge of the Ovation system and troubleshooting skills, the SureService support will work with the plant to gather relevant information to correctly identify the problem and diagnose the situation. They are able to troubleshoot and determine solutions without interfering with plant operations. After the problem is isolated, the SureService team will suggest corrective action to resolve the situation.
- Ovation Guardian Support – Enables the plant staff to view system-specific data from multiple sources, which can then be analyzed and used to plan future expenditures and improve decision making.
- Software updates with antivirus program – The plant receives continuous software updates to stay current. It also receives the latest tested and approved protective software updates to guard against viruses, cyber stacks, and others unwanted intrusions.
- Power and Water Cybersecurity Suite (PWCS) Support - software updates and security patches for each of the licensed components of the PWCS, as well as other security component repair, and annual license renewal.

Benefits of these support services include: 1) enhances the Power Plant's resource; 2) helps maintain efficiency; 3) reduces the Power Plant's operating costs; and 4) provides critical control system support.

Emerson is the most practical and cost-effective provider of this needed service. This requires a single source purchasing arrangement with Emerson, which is why a waiver

of the City's purchasing policy requirement for formal bidding procedures is also needed.

Staff is requesting that the City Council waive the City's purchasing policies requiring formal competitive bids because Emerson is the OEM and award a three-year contract to Emerson Process Management Power & Water Solutions, Inc., Tinley Park, IL in the amount of \$139,500.

Emerson is the current service provider. Due diligence when considering a sole-source bid includes reviewing current service prices. The current contract with Emerson is a three-year contract with the following amounts.

<u>Year</u>	<u>Amount</u>
FY 2017/18	\$50,123
FY 2018/19	\$52,629
FY 2019/20	\$55,260

For the proposed contract, Emerson proposed a fixed pricing structure for the entire three-year contract period. The pricing is structured as follows:

<u>Year</u>	<u>Amount</u>
1	\$26,246
2	\$55,246
3	\$58,008

The proposed Year 1 amount is reduced compared to Years 2 and 3 because Year 1 excludes PWCS support. That system will be purchased new during Year 1 of this contract and will therefore only require support in Years 2 and 3.

The City Council is being asked to approve a three-year agreement at this time, rather than a one-year contract with renewal options. It should be noted that this contract includes a reduced rate of \$15,499 off list price since it is for three years.

The FY 2020/21 operating budget includes \$30,000 for Support Services. Payment for this service will be budgeted in future years as those budgets are prepared.

ALTERNATIVES:

1. Waive the City's purchasing policy requirement for formal bidding procedures and award a three-year contract to Emerson Process Management Power & Water Solutions, Inc., Tinley Park, IL, for the Emerson SureService Contract for the Power Plant in the amount of \$139,500.
2. Do not approve the three-year SureService contract and adopt a "pay as you go" approach for these needed services.

CITY MANAGER'S RECOMMENDED ACTION:

The support to this system is critical for continued reliability and maintainability because it controls almost all the equipment throughout the Power Plant. In addition, the award of a three-year contract provides Ames with the benefit of fixed pricing, additional savings off of list price, continuity of service, and reduced administrative burden.

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

COUNCIL ACTION FORM

**SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS FOR
CYRIDE INTERIOR IMPROVEMENTS PROJECT**

BACKGROUND:

CyRide's current administration facility was constructed in 2008. Since that time, there have been several staffing changes that have altered how CyRide uses the building, and some deficiencies in the original design have been identified.

Rooftop Unit #12 (RTU-12) is the heating, ventilation and air conditioning (HVAC) unit for the remaining portion of the 1984 administration building and has been identified in the Transit Asset Management plan as being in poor condition. RTU-12 was bid in the 2020 HVAC Improvement Project as an alternate, but was not able to be selected due to budgetary constraints in a volatile bidding environment. This project will replace the aging unit and allow the new equipment to be tied into the building HVAC control system.

To meet new federal requirements related to CyRide's safety plan, the Transit Board authorized the creation of a new Chief Safety Officer position in January 2019. CyRide is required to fill the Chief Safety Officer position by December 2020. The CyRide 2020 Interior Improvement Project will create a workspace for the new Chief Safety Officer.

Other changes will include altering wall locations on the second floor to improve traffic flow, correct HVAC deficiencies in the Secretary I workspace, and convert an unused space on the first floor into a conference room.

The budget information can be found in the table below. The \$35,000 local match is included in the FY2020-2025 Board approved CIP.

Funds Available	Dollars
State of Iowa 5309 Grant	\$ 94,767
Local Capital Budget	\$ 35,000
Total Available	\$ 129,767

Architectural drawings and specifications are now on file in the Office of the City Clerk. Bid letting date is May 27, 2020 with bids due on June 17, 2020. Bid results will be reported to Council on June 23, 2020.

ALTERNATIVES:

1. Approve the plans and specifications for the CyRide 2020 Interior Improvements Project, establish June 17, 2020 as the bid due date, and establish June 23, 2020 as the date to report bid results to Council.
2. Direct staff to work with the A&E consultant to modify the project plans and specifications to meet City Council priorities.

CITY MANAGER'S RECOMMENDED ACTION:

Approval of the plans and specifications will allow CyRide to move forward with an important facility improvement project. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving plans and specifications for construction of the CyRide 2020 Interior Improvements Project, and establish June 17, 2020, as the bid due date, and June 23, 2020 as the date to report bid results to Council.

COUNCIL ACTION FORM

SUBJECT: 2019/20 ARTERIAL STREET PAVEMENT IMPROVEMENTS - 13TH STREET (WILSON AVE - DUFF AVE)

BACKGROUND:

This program is for repair and reconstruction of arterial streets. The 2019/20 program location is 13th Street between Wilson Avenue and Duff Avenue.

This project includes reconstruction of the street pavement with 8 inches of new concrete pavement, storm sewer improvements, sanitary sewer manhole replacements, water main improvements, and ADA sidewalk ramp improvements. Also incorporated into this project are sidewalk and conduit associated with enhanced intersection crossing improvements at Clark Ave (2017/18 Multi-Modal Roadway Improvements), storm sewer pipe upsizing between Wilson Ave. and Clark Ave. (2016/17 Low Point Drainage Improvements), and new 8-inch water main to replace an existing 6-inch main from Wilson Ave to Duff Ave (2019/20 Water System Improvements).

Due to COVID-19 restrictions, a modified virtual public meeting was held. A project webpage was created containing project information, a video, and an opportunity to provide feedback. Staff mailed notices to impacted residents and businesses, and a press release informed the general public. All project questions and comments were addressed and/or incorporated into the project plans.

Staff has completed plans and specifications for this project. Revenues and expenses associated with the plans are estimated as:

	Available Revenue	Estimated Expenses
GO Bonds	\$ 1,600,000	
2019/20 Water System Improvements	\$ 1,000,000	
2019/20 Sanitary Sewer Rehabilitation	\$ 115,000	
2017/18 Multi-Modal Roadway Improvements	\$ 35,000	
2016/17 Low Point Drainage Improvements	\$ 200,000	
2019/20 Arterial St Pav't Improvements (13th St)		\$ 2,588,306.50
Engineering/Administration (Est.)		\$ 360,000.00
	<hr/> \$ 2,950,000	<hr/> \$ 2,948,306.50

ALTERNATIVES:

1. Approve the plans and specifications for the 2019/20 Arterial Street Pavement Improvements Project – 13th Street (Wilson Ave – Duff Ave) and establish June 17, 2020 as the date of letting and June 23, 2020 as the date for the report of bids.
2. Do not approve the project.

CITY MANAGER'S RECOMMENDED ACTION:

The condition of the existing pavement on this section of 13th Street has begun to deteriorate, and drainage is poor in some locations. In addition, the existing 6-inch water main is nearing 100 years in age and the storm sewer needs to be increased in size. The reconstruction of this roadway will restore the structural integrity and serviceability of this important arterial street and the new water main will ensure adequate fire protection and service for residents and businesses.

This project has been divided into several phases in order to maintain emergency response to Fire Station #1, access to McFarland Clinic and Mary Greeley Medical Center, and maintain traffic to/from I-35. A construction completion date of mid-December 2021 has been established increase the potential of lower bids.

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

COUNCIL ACTION FORM

**SUBJECT: 2019/20 SHARED USE PATH SYSTEM EXPANSION – VET MED TRAIL
(S. 16TH STREET TO ISU RESEARCH PARK)**

BACKGROUND:

This program provides for construction of shared use paths on street rights-of-way, adjacent to streets, and through greenbelts. The Long-Range Transportation Plan (LRTP) identifies those paths that separate bicycle traffic from higher-speed automobile traffic. **This project will pave the existing granular Vet Med Trail from S. 16th Street to ISU Research Park.**

Bolton & Menk of Ames, Iowa, developed plans and specifications with an estimated budget as shown below:

Revenues		Expenses	
Local Option Sales Tax	\$620,000	Engineering & Admin.	\$80,000
		Construction Base Bid	\$384,040
		Bid Alternate 1	\$107,100
		Bid Alternate 2	\$171,360
Total	\$620,000	Total (Bid Alt. 1)	\$571,140

Two bid alternates are included in the plans and specifications for different fence materials. Bid Alternate 1 is for a vinyl coated chain link fence. Bid Alternate 2 is for a steel panel fence.

Staff, along with Bolton & Menk, hosted a public information meeting for the project. Minor comments were received regarding the geometry of the trail. The comments have been incorporated into the final plans.

ALTERNATIVES:

1. Approve the plans and specifications for the 2019/20 Shared Use Path System Expansion – Vet Med Trail (S. 16th Street to ISU Research Park) project and establish June 17, 2020, as the date of letting with June 23, 2020, as the date for report of bids.
2. Do not approve this project.

MANAGER'S RECOMMENDED ACTION:

The portion of trail on the Vet Med property requires a new easement from Iowa State University. Staff has prepared easement documents which are scheduled to be on the June 4, 2020 Board of Regents (BOR) meeting agenda for approval. ISU staff acknowledged they have the necessary documentation for BOR review while legal staff from both agencies finalize the easement documents. **Award of the project on June 23, 2020 will only be recommended if the easement is approved by the BOR.**

By approving these plans and specifications, it will be possible to improve an important shared use path connection for residents in the area. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.**



2019/20 Shared Use Path System Expansion
(Vet Med Trail - S. 16th to ISU Research Park)

 Project Location



1 inch = 500 feet

Date: 3/4/2020

COUNCIL ACTION FORM

SUBJECT: CYRIDE FY21 FUEL PURCHASE BID

BACKGROUND:

CyRide has purchased fuel on a calendar year basis since 2014, when fuel futures contracts were last used for budget stabilization. Since then, CyRide has been bidding fuel at a cost over or under market rates on a calendar year basis. Market rate for the bid, and resulting contract, is the Des Moines Terminal average fuel price published daily on the Iowa DOT website. Purchasing fuel in this manner has put the fuel contract out of synchronization with the rest of the commodities CyRide purchases. Since futures contracts will not be used again in the foreseeable future, a six month contract was bid so that fuel purchases could again be aligned with the fiscal year.

On April 29, 2020 CyRide, with the assistance of the City of Ames Purchasing Division, released RFP 2020-140 for the purchase of diesel fuel from July 1, 2020 through June 30, 2021. Bids were due May 6, 2020 and four suppliers provided bids. The bids are listed in the table below.

Bidder	#1 Diesel	#2 Diesel	Biodiesel	Cold Flow Improver
Keck Energy	-\$0.0350	-\$0.0180	-\$1.2000	\$0.0100
Mansfield Energy	-\$0.0343	-\$0.0168	-\$1.1070	\$0.0150
Diamond Oil	-\$0.0300	-\$0.0160	-\$1.1600	\$0.0105
Petroleum Traders	-\$0.0150	\$0.0026	\$0.0026	\$0.0200

CyRide staff performed a bid analysis using the quantities of fuel consumed from January 1, 2019 to December 31, 2019. Keck Energy of Des Moines, IA had the low bid based on this analysis. CyRide has budgeted for 400,000 gallons of fuel during the contract period for a total not-to-exceed contract amount of \$1,100,000. The not-to-exceed contract amount is based on the approved FY21 budget price of \$2.75 per gallon.

CyRide received approval for contract award and the not-to-exceed contract amount from the Transit Board of Trustees at its May 13, 2020 meeting.

ALTERNATIVES:

1. Approve award to Keck Energy as the overall lowest bidder for fuel purchases from July 1, 2020 until June 30, 2021 at a not-exceed contract amount of \$1,100,000.

1. Reject the bids and direct staff to modify the fuel bid to reflect Council priorities.

CITY MANAGER'S RECOMMENDED ACTION:

This bid reflects the lowest price for CyRide to purchase fuel at a deduction from market rate during the specified contract period.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving contract award to Keck Energy of Des Moines, IA for fuel purchases from July 1, 2020 until June 30, 2021 at a not-to-exceed contract amount of \$1,100,000.



MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: May 26, 2020

Subject: Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 32, and 33. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

COUNCIL ACTION FORM

SUBJECT: 2017/18 WATER SYSTEM IMPROVEMENTS – PROGRAM 1- WATER SERVICE TRANSFER (10TH STREET and 12TH STREET) – CHANGE ORDER No.4

BACKGROUND:

The Water System Improvements program provides for replacing water mains in areas that are experiencing rusty water problems. It also provides for installing larger distribution mains in areas that have a high concentration of 4" supply lines, transferring water services from 4" water mains in streets where larger water mains exist, and abandoning 4" water mains. Eliminating duplicate water mains, where possible, improves water flow and helps reduce rusty water. Installing larger distribution lines in areas that have a high concentration of 4" supply lines and less than desirable fire-fighting capacity (predominantly in the older areas of the community) provides larger supply quantities in relation to the current and proposed land uses, in accordance with the Land Use Policy Plan.

On August 13, 2019, City Council awarded the contract to Ames Trenching & Excavating, of Ames, Iowa, in the amount of \$320,456. This project includes abandoning the existing 4" water main and transferring everyone to the 8" water main. Change Orders No. 1, 2, and 3 have been administratively approved in accordance with Purchasing Policies and Procedures. These included reducing quantities of fittings (tees), adding tapping valve, modifying the completion date (no cost change), and costs for additional complex internal plumbing encountered. These change orders increased the contract amount by \$12,073.67.

During the design phase, staff used City plumbing service cards to determine which services needed to be transferred, as has been standard practice for many years. These service cards were found to not be completely accurate and missing significant information.

During construction, the contractor discovered that there were 14 water services that were connected to the existing 4" water main and these services, because of incomplete service card information, were not shown on the plans. All these services must be transferred to the 8" water main. Change Order No. 4 (this action) is to allow the contractor to transfer the 14 water services from the 4" water main to 8" water main in the amount not to exceed \$119,950. It should be noted that this total change order cost is in keeping with the approved contract prescribes the cost for each type of water transfer.

During design phase for any future water main project, staff will conduct field verification by shutting off water mains to check who is impacted by the shut off, thereby having more accurate information to incorporate into the bid documents.

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

	Available Revenue	Estimated Expenses
Water Utility Fund	\$1,300,000.00	
2017/18 Water System Improvements Program # 2 (previous project)		\$ 544,978.01
Construction (this project)		\$ 320,456.00
Change Orders No. 1-4 (including this C.O.)		\$ 132,023.67
Engineering/Administration (overall total)		\$ 200,000.00
	\$ 1,300,000.00	\$1,197,457.68

ALTERNATIVES:

1. Approve Change Order No. 4 in the amount not to exceed \$ 119,950.
2. Direct staff to pursue changes to the project.

MANAGER’S RECOMMENDED ACTION:

The services that were missed in the plumbing inspection service cards must be transferred to the new water main. By improving the water systems in these local neighborhoods, residents will see improved water quality and firefighting capacity. **Even with the addition of this change order, the program expenses still are estimated to be below the Capital Improvement Plan funding amount.**

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

COUNCIL ACTION FORM

**SUBJECT: BOTTLE EXCHANGE PROGRAM (RENTAL), TWO BED
DEMINERALIZER, AND RELATED SERVICES FOR POWER PLANT**

BACKGROUND:

This contract consists of providing a bottle exchange service for a two-bed demineralizer, strong acid cation and a strong base anion, and a bottle exchange mix-bed demineralizer for the Power Plant. In addition, this contract requires a mobile purification system to batch-fill a 265,000-gallon de-ionized water tank for water injection on a combustion turbine, as well as a final mixed-bed polisher for that unit. The contractor must provide this service on a 24-hour per day basis, seven days per week schedule including holidays.

The estimated amount of the contract for FY 2018/19 was \$45,000. The contract was awarded to MPW Industrial Water Services, Inc. and approved by the City Manager in accordance with purchasing policies for award of contracts under \$50,000.

The contract included the option to renew the contract for up to an additional four one-year terms. While the bid from MPW Industrial Water Services, Inc. includes a provision for increases of up to 3% per year, the company has proposed no price increases for the FY 2020/21 renewal period.

The benefits of having a contract for these services in place include the following:

- 1) Consistency of products and quality from a single contractor
- 2) Reduction in the City's exposure to market forces regarding prices and availability
- 3) Rapid contractor response to emergencies
- 4) Saved City staff time obtaining and evaluating proposals, and in preparing technical requirements and other procurement documentation

The approved FY 2020/21 operating budget for Electric Production includes \$52,000 for these products and services. The contract amount was increased from the original contract due to the fact that the Plant will be running more in the coming year than in the past two years. **Since this contract is now greater than \$50,000, the renewal of the contract is being brought before the City Council for approval.** Invoices will be based on contract rates for materials and services actually received.

ALTERNATIVES:

1. Approve renewal of the contract for FY 2020/21 with MPW Industrial Water Services, Inc., Hebron, Ohio, for the Bottle Exchange Program (Rental), Two Bed

Demineralizer and Related Services for Power Plant, for unit prices bid, in an amount not to exceed \$52,000. The contract includes a provision that would allow the City to renew the contract for up to two additional one-year terms. Invoices will be based on contract rates for materials and services actually received.

2. Reject the renewal option and purchase Demineralizer and Related Services for Power Plant on an as-needed basis.

CITY MANAGER'S RECOMMENDED ACTION:

These materials and services are necessary to properly maintain and operate Power Plant equipment. This contract would establish rates for services and materials and provide for guaranteed availability, thereby setting in place known rates for service and controlling the Plant's costs. Funds will be expended only as work is required and in accordance with approved invoices.

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

COUNCIL ACTION FORM

SUBJECT: **POWER PLANT MOTOR REPAIR CONTRACT**

BACKGROUND:

The City's Power Plant has two natural gas-fired, high-pressure steam turbine electric generating units which are referred to as Units No. 7 and 8. These units require regular professional maintenance and repair. The units operate under environmental conditions with high heat and high pressure.

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

On June 12, 2018, City Council awarded a contract to Electrical Engineering and Equipment Company, Windsor Heights, Iowa, for the Motor Repair Contract for the City's Power Plant for the period from July 1, 2018 through June 30, 2019, in an amount not to exceed \$90,000. During this contract period, the actual amount expensed was \$17,214.43. The current contract period the amount expensed will be less than the budgeted amount of \$20,000. Because the contract was originally bid as a public improvement bid, each renewal, no matter the dollar amount, will follow the purchasing process that is in place and require Council's approval. **The original contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms. The proposed renewal contract for FY 2020/21 would be the second of the four optional terms.**

The bid from Electrical Engineering and Equipment Company included increases of 1.5% per year for labor rates and 1% per year for travel and subsistence. Materials may be provided by the contractor at contractor's cost plus 20%. A comparison of FY 2018/19 and FY 2019/20 rates and the proposed FY 2020/21 rates is shown on Attachment 1.

Having a motor repair contract reduces the City's exposure to market forces regarding prices and availability for labor, travel, and supplies in preparation for a scheduled outage. City staff will save considerable time obtaining quotes, evaluating proposals, and preparing specifications and other procurement documentation.

The approved FY 2020/21 Power Plant operating budget includes \$23,000 for this contract. Invoices would be calculated on unit prices bid and actual work performed, not to exceed the budgeted amount of \$23,000 total.

ALTERNATIVES:

1. a. Approve renewal of the contract for Motor Repair for Power Plant to Electrical Engineering and Equipment Co., Windsor Heights, Iowa, for hourly rates and unit prices bid, in an amount not to exceed \$23,000. Invoices will be based on contract rates and actual work performed.
- b. Approve contract and bond for the Motor Repair Contract for Power Plant.
2. Reject the renewal option and purchase motor maintenance services on an as-needed basis.

CITY MANAGER'S RECOMMENDED ACTION:

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

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

COUNCIL ACTION FORM

SUBJECT: **ELECTRIC SERVICES FUEL SUPPLY CONTRACT**

BACKGROUND:

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

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

On August 27, 2019, City Council awarded the contract to Diamond Oil Company, Des Moines, Iowa to provide these services from August 28, 2019 through June 30, 2020. **The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms. The proposed renewal contract would be the first of the four optional terms. The renewal terms do not have any price increases.**

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

Council should note that actual cost invoices will be based on the amount of fuel purchased and the price of the fuel at the time of purchase. The total cost of fuel purchased under this contract based on typical usage is estimated to be \$200,000. However, due to uncertainty in the utility environment as a result of COVID, staff is keeping a higher volume of oil on hand than is typical. The approved FY 2020/21 operating budget includes \$300,000 for this fuel purchase.

It should be noted that under the Diamond Oil contract, the Power Plant can take delivery from two distinct points, Buckeye and Magellan. The fuel from Buckeye assures staff that we are getting fuel as per General Electric specifications. Fuel from Magellan could have a blend that may be slightly off of the General Electric specifications because many different refineries deliver into Magellan. Staff receives Magellan prices in case we need fuel and it's unavailable from Buckeye.

ALTERNATIVES:

1. Approve renewal of the contract for supplying diesel fuel to the City's gas turbine units to Diamond Oil in the amount of a (-\$0.0062) deduct off of the Magellan "rack" fuel price, and in the amount of \$0.0163 increase off of the Buckeye "rack" fuel price with a total amount not-to-exceed \$300,000.
2. Reject the renewal option and purchase fuel on an as-needed basis.

MANAGER'S RECOMMENDED ACTION:

This contract will offer the City the ability to have flexibility in fuel purchasing and to maintain standards of performance for fuel content and fuel delivery. Detailed ordering and delivery procedures will also be part of this contract.

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

COUNCIL ACTION FORM

**SUBJECT: CONTRACT RENEWAL FOR ELECTRICAL MAINTENANCE SERVICES
CONTRACT FOR POWER PLANT**

BACKGROUND:

On May 22, 2018, City Council awarded a contract for the Power Plant's Electrical Maintenance Services to Tri-City Electric Company of Davenport, Iowa. This contract consists of regular professional maintenance and repair to numerous circuit breakers, relays, and electrical circuits located Plant-wide. This contract also includes emergency service, as well as regularly planned repairs and services during scheduled outages.

This contract has the option for the City to renew in one-year increments for up to four additional years. **This would be the second of the four optional renewals.**

The contract's rate provision increases labor rates by 3% per year and travel and subsistence rates by 3% per year. The markup for materials (10%) and rates for equipment and tools remain firm. Prices are shown on the attached sheets.

The benefits of having a contract for these services in place include the following:

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

The approved FY 2020/21 operating budget for Electric Production includes \$140,000 for relay and breaker maintenance. **Invoices will be based on contract rates for time and materials for services actually received.**

ALTERNATIVES:

1. Approve the contract renewal for electrical maintenance services for Power Plant FY 2019-20
 - a. Approve contract renewal with Tri-City Electric Company of Iowa, Davenport, IA, for the Electrical Maintenance Services Contract for Power Plant for the one-year period from July 1, 2020, through June 30, 2021 for hourly rates

and unit prices bid, in an amount not-to-exceed \$140,000.

- b. Approve contract with Tri-City Electric Company of Iowa and the performance bond in the amount of \$140,000.
2. Reject the renewal option and instruct staff to seek new competitive bids for electrical maintenance services for the Power Plant.

MANAGER'S RECOMMENDED ACTION:

This work is necessary to properly maintain relays, circuit breakers and electrical circuits and to carry out emergency and scheduled repairs resulting from equipment failures. This contract would establish rates for service and provide for guaranteed availability, thereby setting in place known rates for service and controlling the Power Plant's costs. Funds will be expended only as work is required and in accordance with approved invoices.

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

COUNCIL ACTION FORM

SUBJECT: CONTRACT RENEWAL - ELECTRIC UTILITY POLES

BACKGROUND:

This contract is for the purchase of electric utility poles needed to meet the anticipated needs of the Electric Services Department for new construction and maintenance. These poles will be purchased from an Electric Department inventory asset account and charged to the appropriate operations accounts as the poles are put into use. Generally, over a million dollars in assets are available in the Electric inventory at any given time for use in new service and maintenance activities.

On June 26, 2018, City Council awarded a contract to Baldwin Pole & Piling, Des Moines, Iowa, for the purchase of these electric utility poles in accordance with unit prices bid. This contract included the option for the City to renew in one-year increments for up to four additional years. This is the second renewal out of four possible renewal periods providing electric utility poles from July 1, 2020 through June 30, 2021. **Council should note that there is a zero percent price unit price increase for the 2020-21 fiscal year.**

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

ALTERNATIVES:

1. Award a contract to Baldwin Pole & Piling, Inc., Des Moines, Iowa, for the purchase of electric distribution utility poles in accordance with unit prices bid.

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

2. Reject all bids and attempt to purchase electric utility poles on an as needed basis at unpredictable prices.

CITY MANAGER'S RECOMMENDED ACTION:

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

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



Smart Choice

Public Works Department

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

May 26, 2020

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

RE: Aspen Business Park 3rd Addition Financial Security Reduction #3

Mayor and Council Members:

I hereby certify that the pedestrian ramp repairs required as a condition for approval of the final plat of **Aspen Business Park 3rd Addition (The Quarters)** have been completed in an acceptable manner by **Mohs Contracting of Owatonna, MN**. 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 **\$38,104.00**. The remaining work covered by this financial security includes sanitary sewer pipe repairs.

Sincerely,

A handwritten signature in blue ink that reads 'John C. Joiner'.

John C. Joiner, P.E.
Director

JJ/nw

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

Aspen Business Park, 3rd Addition
May 26, 2020
Page 2 of 2

Description	Unit	Quantity
8" PVC Sanitary Sewer Pipe, SDR 35	LF	1732



Item No. 41

Smart Choice

Public Works Department

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

May 26, 2020

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

RE: Northridge Heights 18th Addition Financial Security Reduction – Final

Mayor and Council Members:

I hereby certify that the sidewalk ramps required as a condition for approval of the final plat of **Northridge Heights 18th Addition** have been completed in an acceptable manner by **various contractors**. 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 released in full.

Sincerely,

A handwritten signature in blue ink that reads 'John C. Joiner'.

John C. Joiner, P.E.
Director

JJ/nw

cc: Finance, Planning & Housing, Subdivision file

COUNCIL ACTION FORM

SUBJECT: CYRIDE BUS WASH RENOVATION PROJECT CLOSEOUT

BACKGROUND:

An invitation to bid for the CyRide Bus Wash Renovation Project was released on February 12, 2019. Bid plans and specifications called for the replacement of the bus wash and associated infrastructure at CyRide’s facility located at 601 N. University Blvd. The project was bid with six bid alternates due to budget concerns. Harold Pike Construction Company (HPC) L.L.C. of Ames, IA submitted the low base bid of \$500,000 with six bid alternates totaling \$117,300. The total contract award amount was \$617,300.

Construction started in May 2019 and the project was substantially complete by September 2019. There were two contract change orders resulting in a net contract change of \$4,719. Project closeout was delayed due to problems in the manufacturing of the overhead fire door. As of May 7, 2020, all conditions of the contract have been met by HPC L.L.C. and the required documentation is on file. The Transit Board of Trustees approved acceptance of the final completion and release of retainage at its May 13, 2020 meeting.

The table below provides additional project budget detail.

Description	Amount
Original Contract Base Bid	\$500,000.00
Add Alternate for Replacing Entire Concrete Slab	\$18,000.00
Add Alternate for Vehicle Dryer / Blower System	\$54,500.00
Add Alternate for Spot Free Rinse	\$12,700.00
Add Alternate for Chassis and Wheel Wash	\$8,000.00
Add Alternate for RFID System	\$19,500.00
Add Alternate for Stainless Steel Doors, 103-1, 105-1, 101-2	\$4,600.00
Change Order 1 – Change door 102-1 to stainless steel, infill drainage pit, add door hardware	\$4,793.00
Change Order 2 – Change paint to epoxy, replace existing floor grate in equipment room, change transformer to aluminum windings	-\$74.00
Total Contract Sum	\$622,019.00
Payment Made to Date	\$590,918.05
Unpaid Balance - 5% Retainage	\$31,100.95

All but the remaining \$31,100.95 in retainage has been paid to-date.

ALTERNATIVES:

1. Accept final completion and approve the release of retainage in the amount of \$31,100.95 to HPC L.L.C. for the CyRide Bus Wash Renovation Project.
2. Do not accept final completion and release of retainage to HPC L.L.C. of Ames, IA and direct staff to address City Council concerns.

CITY MANAGER'S RECOMMENDED ACTION:

With all documents, lien waivers, and punch list items completed, all conditions of the project have been satisfied, allowing for final acceptance of the project and payment of the retainage amount.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting the CyRide Bus Wash Renovation Project as complete and releasing the retainage amount \$31,100.95 to HPC L.L.C.

COUNCIL ACTION FORM

SUBJECT: ACCEPT COMPLETION OF YEAR THREE AND AWARD OF YEAR FOUR OF THE WATER PLANT WELL REHABILITATION CONTRACT

BACKGROUND:

On May 9, 2017, City Council awarded a well rehabilitation contract to Northway Well and Pump Company of Waukee, Iowa. The contract offered optional annual renewals to rehabilitate additional wells over the next four years (for a maximum total of five years).

On April 23, 2019, City Council exercised the second option to award a contract to Northway Well and Pump Company of Waukee, Iowa, in the amount of \$80,716 to rehabilitate four of the City's 22 drinking water wells. This was Year Three of the possible five years. The Water Treatment Plant operating budget (FY 2019/20) allocated \$80,716 for the rehabilitation of four wells and an additional \$20,000 for any needed repairs. Additional repairs needed in this year's contract resulted in change orders totaling \$15,107. The cost to rehabilitate and repair four wells in this contract totaled \$95,823.

All work for this year's contract has been successfully completed as of April 23, 2020. An Engineer's Statement of Completion has been filed with the City Clerk. The contract is now ready for Council's final acceptance.

Staff is asking Council to approve Year Four of the contract with Northway Well and Pump Company. This will provide rehabilitation of four wells in FY 2020/21. The bid prices vary by well, as each well is slightly different (depth, diameter, length of screen, motor sizes, etc). The base prices were provided in 2017 with the original bid. Adjustments from the base bid are made using a Consumer Price Index (CPI) adjustment factor. The CPI factor used to adjust from the FY 17/18 bid to the FY 20/21 contract is 4.52%, yielding a contract price for FY 20/21 of \$82,987.56. The Water Plant operating budget (FY 2020/21) allocated \$83,540 for the rehabilitation of City Well Nos. 15, 17, 18, and 25, and an additional \$20,000 for additional repairs as needed.

ALTERNATIVES:

1. a.) Accept final completion of Year Three of the five-year Water Plant well rehabilitation contract in the amount of \$95,823.00, and

b.) Award Year Four of the contract in the amount of \$82,987.56 for rehabilitation of four wells in FY 2020/21.

2. Accept final completion of Year Three of the five-year Water Plant well rehabilitation contract in the final amount of \$95,823.00 and do not award Year Four of the contract to Northway Well and Pump Company.

Under this alternative either the well rehabilitation project would be discontinued for a time or the staff would solicit new bids for the rehabilitation work.

MANAGER'S RECOMMENDED ACTION:

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

A contract was awarded to Northway Well and Pump Company for FY 2017/18 that included an option for up to four annual renewals. Northway has performed effectively in the prior years' work. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby accepting as complete the Year Three contract and approving a contract renewal to Northway Well and Pump Company to implement Year Four of the five-year well rehabilitation cycle in the amount of \$82,987.56.



To: Mayor and City Council
From: Deb Schildroth, Assistant City Manager
Date: May 26, 2020
Subject: Campus and Community Commission Report – Landlord/Tenant Relations

In March 2019, the City Council directed the Campus and Community Commission (CCC) to work on investigating landlord/tenant relations. This particular issue is an element of CCC's work on community inclusivity. Students had initially raised the lease gap issue and additional topics followed such as being a good tenant, how to address concerns with landlords, and how to effectively resolve disputes. Based on this, Council provided CCC with the following tasks:

- a. What information do students wish they knew about tenant responsibilities before renting?
- b. Where do rent informational resources exist?
- c. Hosting a joint discussion among student renters and landlords to discuss these concerns
- d. Reporting to the City Council regarding assessment and outcome of the discussion

Campus and Community Commission has prepared the attached report and will be available at the May 26 Council meeting to discuss it. The Council is now being asked to consider the next steps:

1. Landlord/Tenant Relations report - After reviewing and discussing the report, Council must decide whether to accept the report or if this issue requires further study by the CCC. If the Council feels further study is necessary, it should identify what questions the Commission should work on to answer.
2. Direction to City Staff - If Council accepts the Landlord/Tenant Relations report, it must decide what next steps to take regarding the recommendations outlined in the report.
3. Provide direction for CCC to work on next issue - If Council believes no further work is needed by CCC regarding Landlord/Tenant Relations,

the next step would be for Council to identify the next issue for CCC. At the September 12, 2017 City Council meeting, CCC brought forth the following issues for consideration:

- Parking in Campustown
- Public gathering space in Campustown (*previously addressed*)
- Inclusive community principles:
 - Education of tenants/landlords (*Landlord/Tenant Relations report recommendation*)
 - Rent Smart Ames utilization (*Landlord/Tenant Relations report recommendation*)
 - Welcoming/inclusiveness of Campustown/Downtown
 - Retention of recent graduates
 - Connect ability between areas of Ames

Campus and Community Commission Members may have additional thoughts they wish to share regarding the next steps during the meeting on May 26. The Council may choose to direct CCC to begin addressing one of the remaining issues listed above or may identify an alternative topic for CCC. In either case, it is important for the Council to provide clear direction regarding what should be provided in response to the Council's request (e.g., what questions to answer, whether there are specific groups the Council believes must be consulted, timeframe expectations).

Campus and Community Commission
Report to Ames City Council: Landlord/Tenant Relations
May 26, 2020

Direction from City Council:

In March of 2019, City Council directed the Campus and Community Commission to evaluate the state of landlord/tenant relations in the City of Ames. Specific requests in the charge included:

- Information on what students need to know about the rental process and tenant responsibilities
- Locations of where relevant informational resources about the rental process exist
- Discussion between student renters and landlords facilitated by the Commission
- Reporting to the City Council regarding assessment and outcome of the discussion

The aim of the Commission during this process was to devise solutions to address identified issues in these topics of interest. The steps taken and solutions presented are described below.

Steps Taken:

During the summer of 2019, the Commission heard input from Student Legal Services and the Student Government representative on City Council, Devyn Leeson. A meeting of the Commission was also held in conjunction with Ames PD Officer Kurt Kruger's landlord group. At this meeting, the Commission discussed various issues with landlords such as the lease gap, information packets, and a prospective mediation process. After the beginning of the fall semester, the Commission heard presentations from the City Inspection Division, the Iowa State Dean of Students Office, and Officer Kruger. To jointly achieve the goals of gathering information from students and facilitating a discussion between students and landlords, the Commission decided to attend the annual Student Government-organized Residency Fair. At the Residency Fair, the Commission gathered feedback from students as well as additional input from the landlords present; following this, the Commission felt that there was sufficient information to recommend various actions which would help improve the current relationship between students and landlords.

Actions Recommended:

The most impactful of the solutions considered would be implementation of a mediation process. This would address the commonly cited need expressed by both students and landlords for an informal resolution process for small grievances that spares both parties from utilizing small claims court. A possible model would be the one formerly employed at the Center for Creative Justice.

Another area that requires addressing is the general lack of both information and awareness of existing information regarding the rental process plus understanding the terms and conditions of leases. There are multiple ways this can be addressed, including informational packets handed out with leases by landlords, an annual seminar by Student Legal Services for the benefit of students, and a revamping and promotion of the RentSmart Ames website.

Since the Commission began its discussion in 2019, the University enrollment and rental housing market has significantly changed. Enrollment declines and continued development of additional rental housing have reduced occupancy, thus providing the opportunity for the marketplace to improve relationships between tenants and landlords. Although the current impact from COVID-19 virus restrictions and the resulting financial and community challenges may delay action, the above recommendations still have value and we encourage their consideration when resources are available.

Staff Report

SIDEWALK CAFÉ CLOSURES RELATED TO COVID-19

May 26, 2020

BACKGROUND:

At its May 12 meeting, the City Council considered how to proceed with a variety of activities, including activities taking place on City streets and sidewalks. The staff report included an analysis of approximately a dozen specific activities and whether staff could support approval of each event in light of the COVID-19 pandemic. **The report omitted a discussion regarding Sidewalk Cafes and Outdoor Service Areas which were prohibited by the State since March 17, when bars and restaurants were closed by the Governor.**

On May 13, the Governor issued a proclamation permitting the reopening of restaurants with certain restrictions, effective May 15. Consequently, on May 21 the City staff received the attached letters from Ames Main Street and the Ames Chamber of Commerce, requesting that the City begin issuing Sidewalk Café Permits.

In order to adequately address what is being requested, the issue requires a discussion of the different types of service at sidewalk cafes based on the Governor's orders and Municipal Code.

Scenario 1 – Restaurants (Food Only)

Restaurants are permitted to be open under the Governor's orders. Should the City Council wish to allow restaurants to serve only food on City right-of-way, a Sidewalk Café Permit can be issued administratively by the City Clerk. The restaurant would have to comply with all requirements in the Ames Sidewalk Café ordinance, as well as the Governor's restrictions on dine-in service at restaurants. The Governor's restrictions include:

- Limiting the number of customers present to 50% of normal operating capacity
- No groups of more than six people
- Six feet of distance between dining parties
- No self-service (including buffets or salad bars)
- Following other guidance issued by state agencies

Scenario 2 – Restaurants (Food with Incidental Alcohol Service)

The Ames Sidewalk Café ordinance distinguishes between restaurants and bars. An establishment that conducts at least 50% of its business in food sales is treated like a restaurant, while an establishment that conducts less than that in food sales is treated

like a bar. Under Ames Municipal Code, restaurants wishing to serve alcohol at a sidewalk café may obtain a Sidewalk Café Permit administratively by the City Clerk if the requesting restaurant already has obtained an Outdoor Service Privilege for its alcohol control license from the City Council.

In this situation, the establishment would still meet the definition of a restaurant under the Governor's public health order, and would be eligible to serve patrons if it followed the Governor's restrictions as described above in Scenario 1.

Scenario 3 – Bars (Alcohol with Incidental or no Food Service)

Ames Municipal Code allows establishments where alcohol sales are a majority of the sales to only obtain a Sidewalk Café Permit when an exception is granted by the City Council.

The Governor's order dated May 13 indicates that bars are to continue to be closed to the general public except for carry-out service through the end of the day May 27. **Therefore, state law as of the date of this writing would not permit bars to host a sidewalk café.** On May 22, the Governor announced that a revised set of restrictions would be issued prior to the expiration of her order on May 27. It is possible, but not guaranteed, that a revised order will permit bars to reopen to on-premises service.

If the Governor's orders are revised to permit on-premises service, it is important to note that permission to do so may come with conditions (such as the conditions in place for restaurant service).

City staff has received applications for sidewalk cafes from Della Viti and Mother's Pub. Both these establishments are considered bars under local and state regulations. Their applications are on the City Council agenda for May 26. **If the City Council approves the resumption of sidewalk café permits, the Council could approve one or both of these permits contingent upon the state restrictions for bars being eased.**

OPTIONS:

1. **A. Authorize staff to begin issuing Sidewalk Café Permits for restaurants and establishments that serve alcohol incidental to food service.**

All permit holders would be expected to abide by any state regulations as a condition of approval (limitations on patron numbers, etc.)

- B. Direct staff to accept applications for sidewalk cafes at bars.**

This action would allow the City Council to consider the applications from Della Viti and Mother's Pub later in the May 26 City Council agenda.

2. **Authorize staff to begin issuing Sidewalk Café Permits only for food service.**
3. **Authorize staff to begin issuing Sidewalk Cafes for food service, and direct staff to bring back a discussion of alcohol service at sidewalk cafes once state restrictions on bars have eased.**
4. **Do not allow sidewalk cafes through October 31.**

STAFF COMMENTS:

It is important to note that the main emphasis reflected in the May 12 staff report was to assure a gradual reopening and phased increase in personal interactions by prohibiting large gatherings through August. In addition, these types of events pose the greatest danger to our residents since it would be very difficult to assure adequate social distancing which is still being recommended even as parts of the economy begin to reopen.

Because of the operational requirements imposed by the Governor, an argument can be made that sidewalk cafes will not involve large number of people on which our main justification for prohibiting certain events was based and, therefore, should be allowed.



May 21, 2020

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

Dear Mayor Haila and Members of the Ames City Council,

As we continue to adapt to the new normal associated with COVID-19, we are contacting you today seeking clarification of your recent decision to cancel/postpone all public events in the public right-of-way through September 1st. As a result of the cancelation of events in the right of way, we have had several businesses reach out to us seeking clarification on their ability to have sidewalk cafes/outdoor seating.

Ames Main Street appreciates the precautions taken to protect public health and safety, but sidewalk cafes/outdoor seating do not involve a large gathering of over 10 individuals, and social distancing and other appropriate precautionary measures can be taken to ensure the public's safety.

Along these lines, it is important to note any business offering outdoor seating would be required/expected to keep with all capacity limitations, social distancing requirements, and any other direction and guidance from the Governor and the Iowa Department of Public Health, as well as any additional guidance you may provide.

For these reasons, Ames Main Street supports allowing outdoor seating throughout Ames, if said requirements, guidance, and direction are adhered to of course. Offering this amenity to their patrons is a key component of several businesses' operation during the spring and summer months, and Ames Main Street is fully supportive of allowing them to do offer this option to their customers.

Thank you for your prompt consideration of this matter. As always, please let me know if we can be of assistance in any way.

Sincerely,

A handwritten signature in black ink, appearing to read 'Drew Kamp', enclosed within a large, loopy oval scribble.

Drew Kamp
Executive Director



Ames™
CHAMBER OF COMMERCE

Smart Choice

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

May 21, 2020

Dear Mayor Haila and Members of the Ames City Council,

Following your recent decision to cancel/postpone all public events in the public right-of-way through September 1st, we have had several businesses reach out to us seeking clarification on their ability to have sidewalk cafes/outdoor seating.

We certainly understand the steps the City has taken to protect the public health and well-being, but sidewalk cafes/outdoor seating are not public events in which large numbers of people will gather, hence the need to clarify if they are included in your most recent direction.

It is important to note, any business offering outdoor seating would be required/expected to keep with all capacity limitations, social distancing requirements, and any other direction and guidance from the Governor and the Iowa Department of Public Health.

For these reasons, the Ames Chamber of Commerce supports sidewalk cafes/outdoor seating to be allowed throughout Ames, if said requirements, guidance, and direction are adhered to. Being able to provide such services and offerings is a key component to several businesses' success during the spring and summer months, and we are fully supportive of allowing them to do so.

Thank you for your prompt consideration of this matter. As always, please let me know if we can be of assistance in any way.

Sincerely,

Dan Culhane
President and CEO, Ames Chamber of Commerce

COUNCIL ACTION FORM

SUBJECT: REQUEST FROM DELLA VITI (323 MAIN STREET) TO ALLOW ALCOHOL SERVICE AT A SIDEWALK CAFÉ

BACKGROUND:

In 2017, the City Council adopted new regulations regarding Sidewalk Cafés. These regulations allow for alcohol service in certain circumstances. Establishments that, under Section 17.16 of *Municipal Code*, may allow minors on the premises are permitted to serve alcohol at their sidewalk cafés without prior special approval. These applications are approved by staff as long as the applicant obtains the appropriate Outdoor Service Privilege for its license. **Establishments that are not allowed to have minors on the premises under Section 17.16 of *Municipal Code* must request approval from the City Council to serve alcohol at their sidewalk cafés.**

Della Viti (323 Main Street) has submitted a request to implement a sidewalk café and serve alcohol at it. This establishment received Council approval to operate a sidewalk café with alcohol sales during the 2017, 2018, and 2019 sidewalk café seasons. Della Viti has a Class C Liquor License and, because a majority of its sales come from selling alcoholic beverages, may not have minors on the premises according to Section 17.16 of *Municipal Code*. Therefore, approval from the City Council is required to allow alcohol service at its proposed sidewalk café.

The sidewalk café regulations call for the City Council to consider requests from establishments in Della Viti's situation on a case-by-case basis. The Code specifies that the City Council shall consider the following factors when presented with a request:

1. **Site Conditions** – Della Viti's proposed site is open and unobstructed by existing street furniture, utility accesses, or other equipment. The proposed sidewalk café will utilize four tables and will take up five and a half feet of the 13-foot sidewalk. There is a large window in the front of the establishment that will allow staff to monitor the entire sidewalk café from inside the building. Della Viti has indicated a staff person will be dedicated to monitoring the sidewalk café.
2. **Compliance History/Staff Training** – A review of Police records indicates no liquor or nuisance violations in the past five years at Della Viti. According to the applicant, three of the five staff members have completed ServeSafe alcohol training. Additionally, staff members of the establishment have regularly participated in Police Department ID training. The applicant has participated in I-PACT (Iowa Program for Alcohol Compliance Training). The applicant has stated

that in-house training continues to be conducted with staff when they are hired, which includes ID checking. Additionally, it is a policy to take IDs from every patron who enters the premises in exchange for a card which operates the wine-dispensing system.

3. **Other Factors the Council Deems Relevant** – During the review of previous requests from Della Viti, the City Council did not identify other factors to consider when weighing whether to grant approval for requests of this type. Should the City Council have specific concerns, staff could request additional information from the applicant before the Council moves forward with approving or denying the request.

In addition to the above three specific issues, the Council must take into consideration with this request, the *Municipal Code* requires that any sidewalk café at which alcohol is served must operate with additional restrictions compared to those where alcohol is not served. The additional, required restrictions that would apply to Della Viti are:

- Patron ingress and egress shall be controlled and continually monitored by staff
- No alcoholic beverages may be sold or served later than 10 p.m.
- Patrons may not consume outside beverages on the premises

Finally, the *Municipal Code* empowers the City Council to impose special conditions on any sidewalk café granted an exception to dispense alcohol if it feels such restrictions are appropriate. **No conditions were imposed by the Council in granting the 2019 approval for Della Viti.**

Upon staff review of the application materials, the application appears complete and in order. Della Viti's current Outdoor Service Privilege is valid through June 17, 2020; its renewal is on the Agenda for May 26, 2020. Because holding the appropriate liquor control license is a pre-requisite to allow alcohol service at a sidewalk café, Council approval of Della Viti's request to serve alcohol must be made subject to maintaining an Outdoor Service Privilege if it would like to continue providing alcohol service at its sidewalk café during the second half of the 2019 Sidewalk Café season.

The Governor's public health order as of May 22 does not permit on-premises service at a bar. It is expected that this restriction will be lifted in the coming days or weeks. Therefore, if this request is approved, it must be conditioned upon 1) bars being allowed to re-open by the state, and 2) compliance with any hygiene or social distancing restrictions required by the state.

ALTERNATIVES:

1. Approve the request from Della Viti to allow alcohol service at its sidewalk café during the 2020 sidewalk café season (through October), subject to: 1) Della Viti maintaining its Outdoor Service Privilege, 2) the Governor's public health orders allowing bars to re-open to on-premises service, and 3) compliance with any social distancing or hygiene conditions the Governor may impose upon bars.
2. Refer the request to staff for additional information.
3. Deny the request.

CITY MANAGER'S RECOMMENDED ACTION:

The service of alcohol at sidewalk cafés is a new experience for the City. City staff has occasionally had issues with compliance at bars hosting events where alcohol is being served outside. Due to both these factors, City staff believes requests to serve alcohol outside on an ongoing basis at establishments where little to no food service will occur should be closely scrutinized.

In this instance, the establishment has an exceptional compliance record, and has adopted procedures that maintain a safe, controlled environment where alcohol is served. The establishment has participated in additional training for its staff to maintain compliance. The application for the sidewalk café indicates a proposed outdoor service area that can be easily monitored and that does not attempt to overcrowd the area. The applicant has responded cooperatively to requests for additional information and appears to have a good understanding of the requirements in place for compliant service.

It should be noted that the alternatives presented indicate approval is for only the 2020 sidewalk café season (April through October, according to *Municipal Code*). Sidewalk café applications must be completed anew each season; they do not carry over from year-to-year. This follows the practice established with approval of previous requests for alcohol service at sidewalk cafes. Requiring new requests each year ensures an opportunity to review performance and impose special conditions or withhold approval if the establishment fails to meet the Council's expectations.

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

COUNCIL ACTION FORM

**SUBJECT: REQUEST FROM MOTHER'S PUB (2900 WEST STREET) TO
ALLOW ALCOHOL SERVICE AT A SIDEWALK CAFÉ**

BACKGROUND:

In 2017, the City Council adopted new regulations regarding Sidewalk Cafés. These regulations allow for alcohol service in certain circumstances. Establishments that, under Section 17.16 of *Municipal Code*, may allow minors on the premises are permitted to serve alcohol at their sidewalk cafés without prior special approval. These applications are approved by staff. Establishments that are not allowed to have minors on the premises under Section 17.16 of *Municipal Code* must request approval from the City Council to serve alcohol at their sidewalk cafés.

Mother's Pub (2900 West Street) has submitted a request to implement a sidewalk café and serve alcohol at it. Mother's Pub has a Class C Liquor License and, because a majority of its sales come from selling alcoholic beverages during portions of the day, may not have minors on the premises after 4:00 p.m., according to Section 17.16 of *Municipal Code*. Therefore, approval from the City Council is required to allow alcohol service at its proposed sidewalk café. Additionally, approval of an Outdoor Service Privilege is necessary to allow alcohol service in the proposed café.

The sidewalk café regulations call for the City Council to consider requests from establishments in Mother's Pub's situation on a case-by-case basis. The Code specifies that the City Council shall consider the following factors when presented with a request:

Site Conditions – Mother's Pub's proposed site is open and unobstructed by existing street furniture, utility accesses, or other equipment. This is a particularly wide area of sidewalk, and the only potential obstruction is a single parking meter stand. The proposed sidewalk café will utilize five tables and will take up five feet of the 13-foot sidewalk. There are several large windows in the front of the establishment that will allow staff to monitor the entire sidewalk café from inside the building. Management at the establishment indicate that there will always be at least two staff members present who can check the café regularly and monitor it for issues.

Compliance History/Staff Training – This is the third year in which Mother's Pub will operate a sidewalk café with alcohol service. A review of Police records indicates that no alcohol-related calls for service at Mother's Pub in the past year.

Other Factors the Council Deems Relevant – Requests such as this are rare. In prior instances, the City Council has not indicated any additional factors that should be taken into consideration by staff when evaluating these requests. However, should the City Council have specific concerns now, staff could request additional information from the

applicant before the Council moves forward with approving or denying the request.

In addition to the above three specific issues the Council must take into consideration with this request, the *Municipal Code* requires that any sidewalk café at which alcohol is served must operate with additional restrictions compared to those where alcohol is not served. The additional, required restrictions that would apply to Mother's Pub are:

- Patron ingress and egress shall be controlled and continually monitored by staff
- No alcoholic beverages may be sold or served later than 10 p.m.
- Patrons may not consume outside beverages on the premises

Finally, the *Municipal Code* empowers the City Council to impose special conditions on any sidewalk café granted an exception to dispense alcohol if it feels such restrictions are appropriate.

It should be noted that in other instances where exceptions of this type are requested, the Council's approval has only been valid for the current sidewalk café season. Approval from the City Council is required for subsequent years, thereby allowing staff to report regarding the safety and success of the alcohol service.

The Governor's public health order as of May 22 does not permit on-premises service at a bar. It is expected that this restriction will be lifted in the coming days or weeks. Therefore, if this request is approved, it must be conditioned upon 1) bars being allowed to re-open by the state, and 2) compliance with any hygiene or social distancing restrictions required by the state.

ALTERNATIVES:

1. Approve the requests from Mother's Pub for an Outdoor Service Privilege and a waiver to allow alcohol service at its sidewalk café during the 2020 sidewalk café season, subject to: 1) the Governor's public health orders allowing bars to re-open to on-premises service, and 2) compliance with any social distancing or hygiene conditions the Governor may impose upon bars.
2. Refer the request to staff for additional information.
3. Deny the request.

CITY MANAGER'S RECOMMENDED ACTION:

City staff has on occasion had issues with compliance at bars hosting events where alcohol is being served outside. Due to both these factors, City staff believes requests to serve alcohol outside on an ongoing basis at establishments where little to no food service will occur should be closely scrutinized.

In this instance, the establishment has good compliance record, and the site conditions and other factors lend to a more easily controlled environment where alcohol would be

served. The applicant appears to have a good understanding of the requirements in place for compliant service.

The Council should note that the alternatives presented indicate approval is for only the 2020 sidewalk café season (April through October, according to *Municipal Code*). Sidewalk café applications must be completed new each season; they do not carry over from year-to-year. The experience from this season can be evaluated if Mother's Pub requests to be able to host a sidewalk café again in the future.

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

Staff Report

FURMAN AQUATIC CENTER, BROOKSIDE WADING POOL, AND MUNICIPAL POOL CLOSURES RELATED TO COVID-19

May 26, 2020

BACKGROUND:

At its May 12, 2020 meeting, City Council approved the closure of City facilities through July 1, 2020. Excluded from this decision are the City's aquatic facilities (Furman Aquatic Center, Brookside Wading Pool, Municipal Pool). Council directed staff to bring updated information from the Governor, CDC, IPDH, and American Red Cross (ARC) to Council on May 26, 2020.

Council has approved the following criteria for staff to use to evaluate whether each facility should reopen:

- Is opening the facility or office allowed under the Governor's emergency proclamations?
- Is the facility allowed to operate under guidance from credentialing organizations?
- Are sufficient physical protections in place for employees and customers to conduct face-to-face business?
- Are facilities sufficiently staffed to support face-to-face customer interactions?
- How many customers are expected to visit the facility, and how densely crowded are they?
- In which areas of a facility can contamination incidents be kept isolated and be handled quickly?

FURMAN AQUATIC CENTER:

Is opening the facility or office allowed under the Governor's emergency proclamations?

The Governor's proclamation states the following:

Swimming pools: A swimming pool, as defined in Iowa Code § 135I.1 may reopen for the limited purpose of lap swimming and conducting swimming lessons, but only to the extent that the establishment operating the pool takes reasonable measures under the circumstances of each establishment to ensure social distancing of employees and patrons, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the Iowa Department of Public Health. Except for these limited purposes,

all swimming pools and spas, wading pools, water slides, wave pools, spray pads, and bath houses, as defined in Iowa Code § 135I.1, shall continue to be closed.

Is the facility allowed to operate under guidance from credentialing organizations?

There are several organizations that provide guidance as to how pool activities are conducted; however, none of them directly prohibit pools being opened.

American Red Cross (ARC) is the entity used by the City to certify Lifeguards, Water Safety Instructors, and individuals on First Aid, CPR, and AEDs. As of May 6, 2020, ARC guidance for Lifeguarding Interim Virtual Skills Training states, “Any components involving water skills must be conducted in person when allowed by state and local authorities”.

However, the ARC Scientific Advisory Council issued the following on May 18, 2020, “When social distancing requirements are in place based on state and local orders, only training which allows for this distance and without contact between students and instructors can be conducted. If social distancing requirements are relaxed for this type of training, efforts should still be in place to minimize close proximity and contact of students and instructors to those activities which cannot be performed without this close contact. Contact rescues and team-based CPR training can still be conducted with all of the above caveats”. Staff is continuing to determine if training involving contact can be conducted.

The **CDC** issued guidelines for reopening pools in May which can be seen in Attachment 1. Below are several items that may be more difficult to implement, monitor, and/or enforce:

- Encourage patrons to stay home when sick.
- Encourage cloth face coverings; do not wear in the water.
- Clean and disinfect frequently touched surfaces at least daily and shared objects each time they are used.
- Set up a system so furniture and equipment that needs to be cleaned and disinfected is kept separate from already cleaned and disinfected furniture.
- Modify deck layout and provide physical cues or guides and visual cues and signs to ensure social distancing, both in and out of the water.
- Limit aquatic venue to only staff, patrons, and swimmers who live in the local area, if feasible.
- Ensure lifeguards on active duty are not expected to monitor handwashing, use of cloth face coverings, or social distancing of others. Assign this monitoring responsibility to other staff members.
- Stagger or rotate shifts to limit the number of staff present at the aquatic venue at the same time.
- Avoid group events, gatherings, or meeting both in and out of the water if distancing cannot be maintained. Exceptions: rescue/first aid and evacuating the entire venue due to an emergency.

- If planned events must be conducted, stagger drop-off and pick-up times, as much as possible, to maintain social distancing.
- Limit any nonessential visitors, volunteers, and activities involving external groups or organizations.
- Put systems in place to have staff, patrons, and swimmers self-report symptoms or exposure within the last 14 days.
- Train staff on all safety protocols. Conduct training virtually or ensure distancing during in-person training.
- Conduct daily health checks of staff.

The **Iowa Department of Health (IDPH)** is responsible for the State of Iowa Pool Code which governs how pools are operated. IDPH has not issued specific guidelines for reopening pools. However, Matt Cory of Story County Environmental Health, which performs pool inspections in Story County, has indicated public health measures to reduce the risk of transmission of COVID-19 include, but are not limited to:

- Removal or blocking of deck chairs to prohibit gathering.
- Cleaning and disinfecting frequently touched surfaces.
- Encouraging use of face coverings when in common areas and advise not to wear when in the water.
- Posting signs to remind patrons of social distancing, proper hand hygiene and respiratory etiquette.
- Limiting number of patrons allowed at a time. This may require scheduling lap swim times.
- Limiting the number of students and duration of swimming lessons.

Are sufficient physical protections in place for employees and customers to conduct face-to-face business?

Physical protections between staff and customers are non-existent at the entrance gate area. In addition, staff currently sit side-by-side which will need to be addressed as well. There are sufficient protections in place in the concession stand (if the concession stand is opened) for staff – customer interactions, however, staff will work in close proximity to one another at times.

Additional concerns are the Lifeguard Room, First Aid Room, and the Staff Office. These areas are accessed by the customer for various reasons and there are no protections for face-to-face interactions. Changes will also need to be made for daily staff meetings so social distancing can be achieved.

Adjustments in the locker rooms will need to be made to ensure protections and social distancing can be accomplished. Closing sinks and installing partitions between urinals are two items that would need to be done.

Are facilities sufficiently staffed to support face-to-face customer interactions?

Due to the ARC restrictions in place and pools being closed, it has not been possible to certify and train staff. If pools are allowed to open and ARC restrictions are lifted, certification and training processes can begin. Preparing the Aquatic Center for opening (e.g. filling the basins, cleaning, etc.) can also begin at that time. **It is estimated the earliest possible date to open Furman Aquatic Center is June 22.**

Please note that Municipal Pool could be opened earlier for activities as allowed by the Governor, however, priority of pool use may be given for certifying and training staff. Discussions with the Ames Community School District (ACSD) are ongoing regarding reopening as ACSD staff perform daily cleaning duties.

How many customers are expected to visit the facility, and how densely crowded are they?

Parks and Recreation sent a survey to approximately 6,800 users via email to gauge how willing they are to come back to facilities and programs if they were reopened in June. Results (Attachment 2) show 62% of past users indicate they are willing to come back to the aquatic center. It should be noted that the survey was sent to season pass holders (e.g. lap swimmers, Ames Cyclone Aquatics Club (ACAC) members, etc.), however, daily admission patrons would not have received it unless they participate in other Parks and Recreation programs.

The Aquatic Center has a capacity of 1,428. With social distancing guidelines in place, 315 patrons could be in the 50 Meter Pool, 213 in the Splash Pool, and 192 in the Lazy River for a total of 720 in the water. There is ample deck space to accommodate an additional 708 patrons who are not in the water.

In which areas of a facility can contamination incidents be kept isolated and be handled quickly?

It will be very difficult if not impossible to isolate contamination in this facility as people roam freely throughout all areas of the Aquatic Center.

MUNICIPAL POOL:

Most of the same information listed for Furman Aquatic Center is applicable for Municipal Pool. The main difference is that Municipal Pool will be ready for swimmers once protections are installed where needed. One barrier right now is the High School construction project which has made it impossible to access the pool. This construction should be complete by June 1, so allowed activities could start some time thereafter.

BROOKSIDE WADING POOL:

Currently, wading pools are closed by the Governors proclamation.

POOL CLOSURES THROUGHOUT THE STATE:

The conversation regarding whether to open or close pools is not unique to Ames. Communities across the state and country are making decisions regarding pools being closed, opened, or are waiting for more guidance. Information gathered from Iowa Parks & Recreation Association and City Managers in other Iowa communities indicates the following communities have made decisions to close their pools:

Algona	Clinton	Mason City
Bettendorf	Clive	Osceola
Bloomfield	Davenport	Scott County Park Pool
Boone	Fort Madison	Sergeant Bluff
Cedar Rapids	Hubbard	Story City
Centerville	Iowa City	Waukon
Charles City	Keokuk	Winterset
Clear Lake	Marion	

The City of Fort Dodge is going to open its pool once it is allowed under the Governors orders. Norwalk and Nevada are leaning towards opening as well but their governing bodies have not made a final decision.

OPTIONS:

1. Direct staff to
 - a. Close the Furman Aquatic Center for the 2020 summer season,
 - b. Close the Brookside Park Wading Pool for the 2020 summer season, and
 - c. Open Municipal Pool, but allow staff to determine when and under what guidelines to open for the summer season.
2. Direct staff to close the Furman Aquatic Center, Brookside Wading Pool, and Municipal Pool for the 2020 summer season.
3. Direct staff to open the Furman Aquatic Center, Brookside Wading Pool, and Municipal Pool by a date specified by Council but no sooner than June 22 for the Furman Aquatic Center.

4. Delay any final decision until the Governor makes a final decision regarding the opening of swimming pools.

STAFF COMMENTS:

There are still unknowns regarding pools and what restrictions and/or guidance will be in place in coming weeks. On May 12, there was one Iowa pool that had closed for the summer. There now are 23 communities that have announced closures for the season. Other Iowa communities have delayed opening and are still waiting to make a final decision until the Governor, IDPH, and CDC issue further guidance regarding pool operations.

The question is not “Can the pools be opened?” as much as it is “Should the pools be opened?”. Locker rooms (restrooms, showers, and changing areas) must be open for pool operations but also contain many high touch points (faucet handles, toilets, benches, etc.) which will be difficult to keep clean. Chaise lounge chairs and upright chairs will also have multiple users throughout the day and be difficult to keep clean. Staff feels the bathrooms and locker rooms should be cleaned and disinfected three to four times per day. Cleaning of tubes after each use is not feasible which may lead to tubes not being used if the aquatic center is opened this year. Lounge chairs could be cleaned by patrons before and after each use much the same way patrons clean fitness equipment.

Although there may be enough space on deck and in the water to social distance, monitoring and enforcement will clearly be difficult. Cleaning and enforcement also come at a cost and may not be as effective as it needs to be. As indicated in Parks and Recreation Reopening Survey, cleaning and social distancing were mentioned 206 and 178 times respectively, regarding what protocols should be in place to keep patrons and staff safe.

While it would be possible to open the three aquatic facilities, the City Council must understand it will be difficult, if not impossible, to meet all of the guidelines suggested by the public health entities and expectations of our residents should a decision be made to open these facilities. In addition, with other pools in the area closing, there may be more individuals coming to Furman from other communities which could increase the potential spread of the virus.

It appears that the Governor will be making an updated decision regarding pools during the week of May 25th.

Coronavirus Disease 2019 (COVID-19)

Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19

As public aquatic venues open in some areas, CDC offers the following considerations for the safety of those who operate, manage, and use public pools, hot tubs, and water playgrounds. Public aquatic venues can be operated and managed by:

- city or county governments
- apartment complexes
- membership clubs (for example, gyms)
- schools
- waterparks
- homeowners' associations

All decisions about implementing these considerations should be made locally, in collaboration with [local health officials](#). Operators of public aquatic venues can consult with local officials to determine if and how to implement these considerations while adjusting them to meet the unique needs and circumstances of the local jurisdiction. Their implementation should also be informed by what is feasible, practical, and acceptable.

Promoting Behaviors that Prevent the Spread of COVID-19

Public aquatic venues can consider different strategies to encourage healthy hygiene, including:

- Hand Hygiene and Respiratory Etiquette
 - Encouraging all staff, patrons, and swimmers to [wash their hands](#) often and cover their coughs and sneezes.
- Cloth Face Coverings
 - Encouraging the use of [cloth face coverings](#) as feasible. Face coverings are **most** essential in times when physical distancing is difficult.
 - Advise those wearing face coverings to not wear them in the water. Cloth face coverings can be difficult to breathe through when they're wet.
- Staying Home
 - Educating staff, patrons, and swimmers about when to stay home (for example, if they have [symptoms](#) of COVID-19, have tested positive for COVID-19, or were exposed to someone with COVID-19 within the last 14 days) and when they can safely [end their home isolation](#).
- Adequate Supplies
 - Ensuring adequate supplies to support healthy hygiene. Supplies include soap, hand sanitizer with at least 60 percent alcohol (for staff and older children who can safely use hand sanitizer), paper towels, tissues, and no-touch trash cans.
- Signs and Messages
 - Posting [signs](#) about how to [stop the spread](#) 🚫 of COVID-19, [properly wash hands](#), [promote everyday protective measures](#) 🧼, and [properly use a cloth face covering](#) 🧢 in highly visible locations (for example, at deck entrances and at sinks).
 - Broadcasting [regular announcements about how to stop the spread on PA system](#).
 - Including messages about behaviors that prevent the spread of COVID-19 in contracts with individual patrons or households, in emails, on facility websites (for example, posting online [videos](#)), through facility's [social media accounts](#), and on entrance tickets).

Maintaining Healthy Environments

To maintain healthy environments, operators of public aquatic venues may consider:

- Cleaning and Disinfection
 - [Cleaning and disinfecting](#) frequently touched surfaces at least daily and shared objects each time they are used. For example:
 - Handrails, slides, and structures for climbing or playing
 - Lounge chairs, tabletops, pool noodles, and kickboards
 - Door handles and surfaces of restrooms, handwashing stations, diaper-changing stations, and showers
 - Consulting with the company or engineer that designed the aquatic venue to decide which [List N disinfectants approved by the U.S. Environmental Protection Agency](#) [↗](#) (EPA) are best for your aquatic venue.
 - Setting up a system so that furniture (for example, lounge chairs) that needs to be cleaned and disinfected is kept separate from already cleaned and disinfected furniture.
 - Labeling containers for used equipment that has not yet been cleaned and disinfected and containers for cleaned and disinfected equipment.
 - Laundering towels and clothing according to the manufacturer's instructions. Use the warmest appropriate water temperature and dry items completely.
 - Protecting shared furniture, equipment, towels, and clothing that has been cleaned and disinfected from becoming contaminated before use.
 - Ensuring [safe and correct use](#) and storage of disinfectants, including storing products securely away from children.
- Ventilation
 - Ensuring that ventilation systems of indoor spaces operate properly.
 - Increasing introduction and circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods. However, do not open windows and doors if doing so poses a safety risk to staff, patrons, or swimmers.
- Water Systems
 - [Taking steps](#) to ensure that all water systems (for example, drinking fountains, decorative fountains, hot tubs) are safe to use after a prolonged facility shutdown to minimize the risk of [Legionnaires' disease](#) and other diseases associated with water.
- Modified Layouts
 - Changing deck layouts to ensure that in the standing and seating areas, individuals can remain at least 6 feet apart from those they don't live with.
- Physical Barriers and Guides
 - Providing physical cues or guides (for example, lane lines in the water or chairs and tables on the deck) and visual cues (for example, tape on the decks, floors, or sidewalks) and signs to ensure that staff, patrons, and swimmers stay at least 6 feet apart from those they don't live with, both in and out of the water.
- Communal Spaces
 - Staggering use of communal spaces (for example, in the water or breakroom), if possible, and [cleaning and disinfecting](#) frequently touched surfaces at least daily and shared objects each time they are used.
- Shared Objects
 - Discouraging people from sharing items that are difficult to clean, sanitize, or disinfect or that are meant to come in contact with the face (for example, goggles, nose clips, and snorkels).
 - Discouraging the sharing of items such as food, equipment, toys, and supplies with those they don't live with.
 - Ensuring adequate equipment for patrons and swimmers, such as kick boards and pool noodles, to minimize sharing to the extent possible, or limiting use of equipment by one group of users at a time and cleaning and disinfecting between use.

Maintaining Healthy Operations

To maintain healthy operations, operators of public aquatic venues may consider:

- Protections for Vulnerable Staff
 - Offering options such as telework or modified job responsibilities that reduce their risk of getting infected.
 - Limiting aquatic venue use to only staff, patrons, and swimmers who live in the local area, if feasible.
- Lifeguards and Water Safety
 - Ensuring that lifeguards who are actively lifeguarding are not also expected to monitor handwashing, use of cloth face coverings, or social distancing of others. Assign this monitoring responsibility to another staff member.
- Alterations of Public Aquatic Venues
 - Consulting the company or engineer that designed the aquatic venue before altering aquatic features (for example, slides and structures designed for climbing or playing).
- Regulatory Awareness
 - Being aware of local or state regulatory agency policies on gathering requirements or recommendations to determine if events, such as aquatic fitness classes, swim lessons, swim team practice, swim meets, or pool parties can be held.
- Staggered or Rotated Shifts
 - Staggering or rotating shifts to limit the number of staff present at the aquatic venue at the same time.
- Designated COVID-19 Point of Contact
 - Designating a staff member to be responsible for responding to COVID-19 concerns. All staff should know who this person is and how to contact him or her.
- Gatherings
 - Avoiding group events, gatherings, or meetings both in and out of the water if social distancing of at least 6 feet between people who don't live together cannot be maintained. Exceptions to the social distancing guidance include:
 - Anyone rescuing a distressed swimmer, providing first aid, or performing cardiopulmonary resuscitation, with or without an automated external defibrillator.
 - Individuals in the process of evacuating an aquatic venue or entire facility due to an emergency.
 - If planned events must be conducted, staggering drop-off and pick-up times, as much as possible, to maintain distance of at least 6 feet between people who don't live together.
 - Asking parents to consider if their children are capable of staying at least 6 feet apart from people they don't live with before taking them to a public aquatic venue.
 - Limiting any nonessential visitors, volunteers, and activities involving external groups or organizations.
- Communication Systems
 - Putting systems in place for:
 - Having staff, patrons, and swimmers self-report if they have [symptoms](#) of COVID-19, a positive test for COVID-19, or were exposed to someone with COVID-19 within the last 14 days.
 - Notifying [local health authorities](#) of COVID-19 cases.
 - Notifying staff, patrons, and swimmers (as feasible) of potential COVID-19 exposures while maintaining confidentiality in accordance with the [Americans with Disabilities Act \(ADA\)](#) [↗](#) .
 - Notifying staff, patrons, and swimmers of aquatic venue closures.
- Leave Policies
 - Implementing sick leave (time off) policies and practices for staff that are flexible and non-punitive.

- Developing return-to-work policies aligned with CDC’s [criteria to discontinue home isolation](#).
- Back-Up Staffing Plan
 - Monitoring absenteeism of staff and creating a roster of trained back-up staff.
- Staff Training
 - Training staff on all safety protocols.
 - Conducting training virtually or ensuring that [social distancing](#) is maintained during in-person training.
- Recognize Signs and Symptoms
 - Conducting daily health checks (for example, temperature screening or [symptom checking](#)) of staff. Ensure safe and respectful implementation that is aligned with any applicable privacy laws and regulations.
 - Consider using examples of screening methods in CDC’s [General Business FAQs](#) as a guide.

Preparing for When Someone Gets Sick

To prepare for when someone gets sick, operators of public aquatic venues may consider:

- Isolating and transporting those who are sick to their home or a healthcare provider.
 - Immediately separating staff, patrons, or swimmers with COVID-19 [symptoms](#) (for example, fever, cough, or shortness of breath).
 - Establishing procedures for safely transporting anyone sick to their home or to a healthcare provider.
- Notifying health officials and close contacts.
 - Immediately notifying [local health officials](#), staff, patrons, and swimmers of any case of COVID-19 while maintaining confidentiality in accordance with the [Americans with Disabilities Act \(ADA\)](#) [↗](#) .
 - Informing those who have had [close contact](#) with a person diagnosed with COVID-19 to stay home and [self-monitor for symptoms](#), and follow [CDC guidance](#) if symptoms develop.
- Cleaning and Disinfection
 - Closing off areas used by a sick person and not using the areas until after cleaning and disinfecting them.
 - Waiting more than 24 hours before cleaning and disinfecting these areas. Ensuring [safe and correct](#) use and storage of [EPA-approved List N disinfectants](#) [↗](#) , including storing products securely away from children.

Other Resources

- [Latest COVID-19 information](#)
- [Cleaning and Disinfection](#)
- [Guidance for Businesses and Employers](#)
- [CDC Healthy Swimming](#)
- [CDC Steps of Healthy Swimming](#)
- [COVID-19 Prevention](#)
- [Handwashing Information](#)
- [Face Coverings](#)
- [Social Distancing](#)
- [COVID-19 Frequently Asked Questions](#)
- [CDC communication resources](#)
- [Community Mitigation](#)

Constant Contact Survey Results

Survey Name: Parks and Recreation Reopening Survey

Response Status: Partial & Completed, 1217 Participants (368 Clicked on Link but did not participate)

Sent To Mailing Lists: Mayor, Council & Commissions, Auditorium Interest List, P & R Employees, Newsletter Signup, Customers from 01/01/18 to 05/01/20 With Valid Email (6654 Total)

1. As a past user, if the following facilities were to reopen in June, would you return at that time? (Please answer yes, no, or I do not use to all items.)						
Top number is the count of respondents selecting the option. Bottom % is percent of the total respondents selecting the option.	YES	Percent of Yes/No Answers	NO	Percent of Yes/No Answers	Total Yes/No Answers	DO NOT USE
Community Center Gymnasium, (i.e. open gym, badminton etc)	135	45%	167	55%	302	906 75%
Community Center Weight/Cardio Room	140	45%	170	55%	310	898 74%
Municipal Pool	279	50%	274	50%	553	655 54%
Furman Aquatic Center	602	62%	369	38%	971	237 20%
Brookside Wading Pool	160	45%	194	55%	354	854 71%
Ames/ISU Ice Arena (i.e Public Skating)	149	46%	176	54%	325	883 73%
Ames City Auditorium	186	44%	239	56%	425	783 65%
Dog Park	137	61%	88	39%	225	983 81%
Skate Park	75	50%	76	50%	151	1057 88%
Park Shelters	553	71%	226	29%	779	429 36%

2. As a past participant, if the following programs started in June, would you participate at that time? (Please answer yes, no, or I do not participate to all items.)						
Top number is the count of respondents selecting the option. Bottom % is percent of the total respondents selecting the option.	YES	Percent of Yes/No Answers	NO	Percent of Yes/No Answers	Total Yes/No Answers	I DO NOT PARTICIPATE
Swim Lessons	210	45%	252	55%	462	746 62%
Lap Swim	234	58%	171	42%	405	803 66%
Water Walking	374	62%	227	38%	601	607 50%
Open Swim	398	57%	300	43%	698	510 42%

3. As a past participant, if the following programs started in June, would you participate at that time? (Please answer yes, no, or I do not participate to all items.)

Top number is the count of respondents selecting the option. Bottom % is percent of the total respondents selecting the option.	YES	Percent of Yes/No Answers	NO	Percent of Yes/No Answers	Total Yes/No Answers	I DO NOT PARTICIPATE
Adult Sport Leagues	106	46%	122	54%	228	973 81%
Youth Sports Programs	175	47%	197	53%	372	829 69%
Fitness Classes (if you are age 59 & younger)	126	41%	183	59%	309	892 74%
Fitness Classes (if you are age 60 &older)	97	44%	124	56%	221	980 82%
Small Group Programs (i.e. tennis and golf lessons)	103	48%	111	52%	214	987 82%
Preschool Programs	68	36%	122	64%	190	1011 84%
Youth Summer Camps	99	38%	160	62%	259	942 78%

4. When we open, what protocols would you suggest be in place to keep you and staff safe in the City's facilities and programs?

This is such a tricky question. I feel like Parks and Rec staff need to be safe and to FEEL safe - they will probably have a better notion of what that means to them. As for me/my family, I'm afraid I won't feel safe being out around crowds or in small spaces with others until there is a vaccine for Covid19. This is obviously hugely disappointing for all of us, but safety is a top priority for us as it should be for you and your employees.

Encourage good hygiene.

I may change my answers depending how the numbers change in the month of May. Right now, my family is choosing to stay home as much as possible. If we go somewhere, I'd feel most comfortable avoiding crowds (so not maximum capacity) and being somewhere outdoors.

limiting attendance, possibly having reservations available and making sure everyone has an opportunity to reserve (limiting reservations to 1-2 times per week per person)

Social distancing

Limit the capacity of the spaces (pool, etc.). I also would see us begin using these spaces later in June, not necessarily June 1.

Lower class sizes.

Hand washing stations, social distancing, decrease pool capacity

Offer hand sanitizer Stringent cleaning protocols on shared surfaces

I think it might be reassuring if we used hand sanitizer or washed hands as we entered the areas where we would be taking the fitness class. I think it also might be reassuring to wear masks, but I'm not sure how easy it would be to take fitness classes with masks on. Maybe if there was a way to ensure that we kept our distance during the fitness class. Also, frequently cleaning and disinfecting machines, weights, etc.

My main concern would be Furman. Not sure, how long a virus stays infectious, if it enters the pool. Those could be measures to still opening:

- 1) Increased sterilization treatment of water - I'm not a specialist - so, whatever is possible, without harming persons (perhaps also by water circulation/filtration)
- 2) Like supermarkets: limit first period (2 hours or so) to vulnerable persons only, especially persons 60 and older. After that, perhaps only activities allowing distancing such as lap swimming, water walking - reduced capacity.
- 3) Limit access to Ames residents only - low infection rates currently / avoid attraction of residents from counties with high infection rate and closed pools; at entry: swimmers can only enter, if they have no infection themselves, or been in contact with COVID-19 infected in last 2 weeks or so; perhaps take temperature. Whoever enters, needs to be made aware of risk - no liability by Ames & Rec
- 4) (3) also applies to other outdoor activities

Smaller classes to promote social distancing

proper social distancing and regular cleaning of the facilities. Thank you.

I don't know how you would keep any safe distance or masking

Recommend that those who are more likely to become ill should stay home.

Please do not open until it is absolutely safe to do so. According to date, Iowa will not peak until the end of June. I believe opening activities in June would be unsafe and unwise. Until we are sure the virus is gone, I would suggest you do not endanger people by reopening activities and areas. I say this as a parent who would love to sign my children up for summer camps and go to the pool. But it is not safe and it is not yet time and we will not be participating in summer activities this year, especially as the case count in Iowa continues to rise.

Seems impossible that anything would keep things safe enough at this point for immunocompromised folks like me. Sigh...

Social distancing, less people allowed at a time, requirements of face masks when possible and frequent sanitizing of facilities.

Mandated masks. Routine disinfection of high contact surfaces. Mandatory / designed social distancing wherever possible.

Follow the stricter of CDC or local guidelines

Social Distancing

Number of participants should be strictly limited to allow people to maintain distance. Enhanced cleaning. Limit interactions with staff. Don't open until doctors and scientists say so not politicians. Don't put staff at risk.

Lots of sanitizing stations

Regular disinfection of bathroom facilities

Take people's temperatures as they enter facility

Anyone coughing should be asked to leave facility

Notifications at entrance that if you are sick or have been in contact with someone who is sick, please go home

Open swim - maybe limit to 60-70% capacity

Distance between participants/users. Keep surfaces cleaned daily or more often.

Facility cleaning

Clear guidance on group size guidelines (if any) and proper sanitizing options for groups. I think things like group fitness could still work with the small group sizes especially if things like hand sanitizer were provided and encouraged. We would love to be able to resume these activities

Social distancing. Limited numbers in class. Frequent cleaning.

I would have preferred a maybe answer instead of a straight yes or no. I would like to be able to come back and use the pool but the number of cases would be of determination. I would want to know how you will handle capacity at the pool. What happens if I have a season pass and show up and can't get in. Will slides be open and if so how will you manage that? Will the wading pool be open and how will you manage that? Will chairs still be there or will there be set areas we can sit?

Limiting class sizes or admission to accommodate social distancing. The risk of transmission in an environment like the Furman Aquatic Center is low if families are able to have some space.

Limit numbers in certain facilities or classes

This is a tough one...re: the swimming pool, I would try to limit the number of patrons (if socially distancing is still recommended) and *encourage social distancing as much as possible. I realize opening the pool will be tough. Regarding city parks, I would say "open at public's own risk" and not have as many limitations.

Maybe reducing max capacity?

You must enforce social distancing

Common sense

Observe distancing rules. Limited numbers in certain areas. □

Constant Cleaning down within the facility□

At Furman Pool use the changing rooms but with no shower facility only bathrooms /hand washing and changing.□

Trained staff who are prepared to speak to people who do not observe safe practices.

That's a really hard question to answer not knowing where we will be at with numbers of cases. Masks and easy access to hand washing and/or hand sanitizer will probably still be needed as well as some kind of spacing strategy. That would probably be easier in classes that are held in rooms/gyms. I do not know how you would be able to keep up these standards in the pools. My yes answers above are really more of an "it depends" answer.

Social distancing, take temperatures of all indoor participants., hourly cleaning.

Wait until it's actually safe, please. Once you do, maybe have reduced numbers allowed in spaces and make sure to sanitize floors as well as all of the obvious contact surfaces! Provide testing for staff members and adequate sick leave and PPE. Require masks as necessary for people using the facilities to protect each other and staff, even if they don't want to.

Limit number of people at each facility and mandate social distancing

Na

I hope I'm wrong, but I expect what we're about to get is the COVID-19 equivalent of the 1918 Spanish Flu second wave: far deadlier than the first after everyone opened things up too quickly after the first wave. As such, we plan to continue social distancing for as long as we can until there's either a vaccine or a reasonable treatment regimen.□

□
By opening up too quickly, it's my fear that Ames Park & Rec will allow the spread of the virus into communities which haven't yet been affected in Story County, as the idea of opening back up will draw in people who think it's safe who would otherwise have continued to keep their distance. There are still many towns around the Midwest where the disease is spreading (particularly around meatpacking facilities).□

□
I know it's not a popular stance, but I hope the Parks & Rec will keep things closed until it's clear whether or not there will be a Second Wave, and then decide.□

□
I miss the Aquatic Center. So do my wife and daughter.

Have hnd sanitizer dispensers available. spacing between people would be good. We love the Municipal Band concerts. We hope there is a way to have all/some of the concerts. It reaches so many people in this community.

Small Class sizes-under 8-10. Masks on everyone and precautions for social distancing as best as you can. Full Refunds if classes are not being held.

Appropriate cleaning of facilities.

6 feet distancing

CDC guidelines that are recommended at that time

Please wear masks.

Smaller group sizes,

Limited patrons in locker rooms. - Regular cleaning. - Sanitizing wipes or dispensers available for patrons. - As a teacher, we have had parents sign up for times to come get supplies, could be a practice for workout facilities. have patrons sign up for a time

Limit numbers. Staff and participants wear masks, take temperatures upon arrival

Reduce limits of size

No suggestion. Please let our swimmers back in the water!!
I'm not sure I would feel comfortable for many months more. I'm probably more paranoid than most. I will wait and see if the virus spreads after businesses, gyms, etc. start to open up. There is a 2 week lag after opening before anyone would show symptoms and then I will personally wait a few more months.
I think that it is too soon to open. If City of Ames will open, there should be a strict policy of wearing masks and social distancing. Checking temperature at doors. Strict guidelines on parks and implement it.
Please reopen the dog park ASAP. Make a rule saying until such a date in the future, please stand 6 feet apart from other guests and wear a mask.
Not sure to be honest with you.
reduce numbers of participants so social distancing can be maintained
I have young children and am fully aware of the challenges of getting them to practice social distancing. I would not expect the Parks and Rec staff to have to enforce that in their programs. It seems impossible to enforce that in athletic events, swimming pools and parks. My family would be comfortable participating without any extra measures taken and are accepting of the consequences of those choices.□
□
I respect any decisions you make as they are not easy. My only suggestion is maybe posting signs that advise of the potential danger (similar to swimming in lakes with no lifeguard).
For the ice rink, clean common areas (including the whole north side area where skaters enter the ice) after each event; provide easily accessible hand sanitizer dispensers; think about masks for staff; require all user groups to have safety protocol in place for their programs; post your rink protocols in more than one place; limit the # of people in the building and on the ice to insure social distancing.
I think outdoor programs and facilities should open. Indoor should remain closed for now. Even outdoors, crowd sizes should be limited to a set amount. I see that as a necessity at Furman, in particular. Definitely open playgrounds immediately, with some parks staff unable to do their usual work instead on sanitizing and crowd size monitors duty at parks.
Things based in science, data, and medical reason, not financial or political.
Whatever the governor suggests...nothing more or nothing less.
I think it would be important to wait to open things until new Covid cases decline for two weeks. Afterward, as things re-open, it might be a good policy to have smaller class sizes, leave more time between classes, recommend people (instructors included) not attend if they are feeling ill, and clean areas and equipment more often.
Require masks for employees and attendees
The trouble with the pool is that the things you can do with reasonable distancing (lap swimming, maybe lessons) are not compatible with what brings the money in (open swim). If the pool were open, I would lap swim.
Whatever ISU scientists/Mary Greeley doctors/CDC recommends at that time.
Same that are in place now!
Wiping down and cleaning share equipment after each use. For restorative yoga, people need to bring their own props.
Limit capacity. Wear masks by all. Frequent sanitizing. Hand sanitizer available
Clean locker rooms and pools.
Reservation systems would be best...even for things like water walking, etc
Sanitizer

Significant cleaning and sanitation on regular basis. Limit numbers in facility at same time. Masks for any desk staff.
If possible, limit of the number of swimmers at the pool. It's usually packed in the summer, and I can understand why, but that would be a huge concern if there are so many people and you couldn't maintain some kind of social distance (I wouldn't expect 6 ft cuz that just isn't possible). Thank you.
I would not attend anything until we are at least 2 weeks beyond peak. I would recommend having people 6-10 ft apart when possible. I would require masks when possible. I would recommend limiting entrance into facilities and class attendance.
Social distancing, capacity limits, personal hygiene, hand washing/sanitizer stations,
Masks and glove by all staff and participants, frequent and thorough sanitization, social distancing, free virus and temp checks for all - strict enforcement.
You're asking to be hit by second wave? Keep them closed.
Just keep everyone safe :)
Constant cleaning and enforcing social distancing and minimal capacity
I would continue to encourage social distancing as much as possible; I could see limitations on number of participants or visitors to try to keep people safe.
Just to make sure swimming pools are chemically balanced.
I'd like to see daily posts/texts messages on any changes in number of positive covid people in the Ames and surrounding areas. I'd feel safer using the pools and common areas knowing that the numbers of infected people wasn't increasing after the re-opening of these areas
Use on-line or credit card only sales. Limit staff interaction with the public for everyone's safety. Keep up the good work.
I would love to return to fitness class, but class size, if in aerobics room, would have to be small. It would be difficult to wear a mask during cardio, so spacing would be a major issue. Also would need some way to sanitize weights, balls, bands, etc after every use. I put no to returning in June, but the answer would be yes if I could maintain the 6 ft distance. I would also need to be confident equipment would be sanitized after every use, and that really doesn't seem doable. Actually, classes without the equipment would be better for a while. Zumba, etc. or back to hi-low.
Chlorine kills the Covid -19 virus increase the amount of chlorine in the pools
No Idea and while I would love to see the pool open on time unless cases are dropping significantly I would rather wait until it is safer to do so.
Just following IDPH and CDC guidelines if possible. I miss the City's Rec programs but I am also really happy with how things have been handled for our safety. Thanks!
Good question-I really enjoy Furman Aquatic Center (each summer for about the past 8-9 years), but I'm not sure of the best way to open it! I love the work-out that I get & also the social aspect. I hate to write this, but I question whether it would be cost-effective to open FAC this year. I'm afraid that it wouldn't be safe to open in June (maybe July 4th?) - & by then it would be such a short season. I question if it would then be worth the filling of the pool, the staffing expenses involved & other expenses for such a short season. I would really hate to miss Furman this summer, but these are very unusual times! Thanks you for giving me the opportunity to give my opinion.
Social distancing as much as possible
Participants stay at least 6 feet away and wear masks
Safe physical distancing. If in a swimming pool allow for more defined hours for adults, children and the elderly.
I think the protocols should be defined by the experts.

Hand sanitizer available. Hand wipes available. Staff visibly cleaning the premises. Staff wearing masks if still recommended by CDC.

Please, please, please open furman :-)

staying several feet apart from each other. If masks were required I personally wouldn't participate in a fitness activity, but completely understand and accept if that is a requirement.

Masks and 6 feet apart

I believe that normal, scheduled thorough cleaning of the facilities is always important. I do not believe that additional protocols such as social distancing or limiting attendance will be necessary.

Gloves for employees will do a lot to protect employees themselves, however regular washing of hands and being aware of not touching your face will provide the same kind of protection.

Smaller classes in bigger areas. Close locker rooms. Move whatever can be outdoors.

Limiting numbers of patrons in facilities

Make sure to sanitize all equipment between classes

Sanitize equipment between users, encourage good hygiene, encourage those with any symptoms of illness to stay home

Limit class size, emphasis cleaning and not participating when feeling ill

Social distancing. Making sure that ALL people follow the rules, not just some of the people. If people are not doing what they should do, get them out of the situation.

At the pool, it is hard to imagine what you'd want to have on hand except maybe to wipe things down again at night?? HOping sunshine and chlorine would help deter the persistence of germs.[]

[]

At the weight room, people already wipe off equipment--or should. Maybe more regular wiping. Is the spray a strong disinfectant? Maybe something aimed more at what we're dealing with? I would probably wear a mask in the weight room, if there are other people there. Often I find myself one of two people there at times in the morning, so I think it is a lower risk. And, you have a lot of elderly clientele, so they likely won't start up again for a while.

Hand washing stations and limit the amount of participants

Keep classes as small as possible. Keep social distancing practices.

It will be very hard to maintain social distancing guidelines, or to ensure that the water in the pools does not contain the virus. Any chance for people to gather outside in larger groups will increase the risk of contagion for those they will later get in touch with.[]

The number of cases in Iowa is climbing - it is irresponsible to think of reopening at this time and risk a wider spreading.

masks-social distancing-gloves and masks and hand washing - food prep and serving

Nothing needed for outdoor. No option for indoors.

I have no idea. Just wish it would leave our Earth

Extend hours at Furman to spread out use.

They just need to be open! The virus isn't going away, but we can't hide forever. Clean stuff well, limit participants if needed, and open up!

Making sure surfaces are sanitized. Temperature scans. Social distancing. PPE for participants and instructors

<p>Have Zuma classes in gym so we can spread out. Limit number of people in weight room at a time. p</p> <p>Ask people not to use facility if they have fever or other symptoms related to virus. Make sure equipment is extra clean in weight rooms.</p>
<p>Social distancing. If Ames could provide more hand sanitizer stations that would be good.</p>
<p>No more than 10 people in the weight room at any given time. Keep the sanitizer accessible etc. Stay on schedule with filling the aquatic center pool.</p> <p>The heat, humidity and chlorine content of the water will reduce the risk of transmission of the virus. Seniors can water walk with masks if necessary.</p> <p>If necessary, have all pool participants sign a waiver before entering the pool.</p>
<p>I don't think we need anything for outdoors, I have opinion on indoor activities.</p>
<p>Hand sanitizer available at all locations-Staff cleaning and disinfecting areas used by public-Limited hours</p> <p>Signage reminding patrons to maintain social distancing-Limit number of patrons in each facility</p>
<p>Have hand sanitizers available - Fewer people in the facility allow them to keep their distances-smaller group sizes</p> <p>Temperature checks</p>
<p>Move stuff outside as possible. Smaller classes maybe more frequently</p> <p>Organized league sports seem like a bad idea. PPE needs to be available for staff/participants as needed.</p> <p>Extra precautions for programs primarily for older people.</p> <p>Contact tracing, we need to be able to tell if people are spreading through these programs, if they are suspend them again.</p>
<p>Thank you for asking - We'd want the same practices that are in place now: social distancing, no attendance if sick or around someone who is, etc</p>
<p>I would prefer to bring my own exercise equipment to classes and keep 6 feet away from other participants.</p> <p>I also enjoy online classes that have been offered.</p>
<p>Restriction on number of people. Enhanced social distancing. Play structures/benches etc not be used, or at user's risk. One way walking on trails where possible? Delineate trails and pathways available for walking/running/biking? Smaller areas, facilities to be used by reservation?</p> <p>All this puts a lot of pressure on staff. Make their life easier too. Keep open areas open and restrictions on all indoor spaces.</p> <p>Thanks for all the hard work!</p>
<p>Require face masks & enforce distancing guidelines.</p>
<p>Follow CDC and WHO guidelines</p>
<p>Don't know. We are waiting for the number of cases to be consistently decreasing. Thank you.</p>
<p>I don't know how you can until there is an all clear assessment. Not just the Gov. Reynolds states it is ok to open fitness centers.</p>
<p>Mask requirements. No shared equipment. More outdoor exercise options. Added/increased cleaning procedures</p>
<p>More cleaning and smaller classes</p>
<p>Limiting attendance and serious cleaning protocol. I would prefer outdoor opportunities like yoga in the park and boot camp to any facility-located programs</p>

I think only outdoor facilities should open in June. Indoor spaces, especially when people are exercising, are still too close to one another to be safe. Limiting capacity for Furman Aquatic Center will be necessary. It may require the City to extend hours to accommodate guests so they can spread out throughout the day and evening.

ENOUGH SPACE TO APPROPRIATELY PHYSICAL DISTANCE

Common sense. Social distancing if possible, don't come if you or someone in your family is sick. This virus has very, very low mortality for young healthy people. Keeping parks and pools closed any longer is not necessary and is detrimental to our community.

Pool could initially be opened without tubes slides, employees can frequently wipe down chairs, although sun is known to kill the virus.

Use chlorine in the pool. Disinfect commonly touched surfaces.

no locker room use??? as many as possible stated mitigation strategies

Limit entry, limit time people can stay at the pool so others can come in.

We have no problem with requiring social distancing. We use masks and gloves and at the Dog Park did NOT pet other dogs or interact with people beyond brief civil comments and even then ONLY from a distance. I'm not looking to make friends of socialize, I just want to get my dog out where she can run off her excessive energy without running off. PLEASE open it back up.

Whatever you suggest is the best I think that is fine. I suggest group fitness be outside when possible.

Limited numbers of people at a time. Frequent cleaning of bathrooms. Immediate communication if someone tests positive who used the facility.

Whatever makes you feel better, I and mine are not worried.

Mask and gloves

Group size limits, masks, extra sanitation, temperature screening

Clean all equipment that SilverSneakers uses -dumbbells, balls. & bands.

There must be both universal testing and positive contact follow up before it is safe for anyone to start intermingling

I think it's way too early to reopen right now, especially the pools - talk about virus soup!

I would like to see the playgrounds reopened but with signage encouraging physical distancing. We enjoyed the playgrounds until they closed with frequent hand sanitizer breaks since there was usually no one else on the playground

I suggest the guidelines put in place by cdc are followed Nothing should open until there is a decrease in state covid cases for 14 days the governor is not following these guidelines and it is a mistake that is going to cost lives

I would love to see the Furman pool open, but I am very concerned about transmission of the virus in that environment and will understand if the decision is made to not open the pool. I honestly think we need a vaccine before the pool opens.

I want to say yes to fitness classes in June, but I don't know what that looks like. Fewer class participants so that we can try to keep a safe distance between participants. Sanitizing workout equipment between each use. People could bring their own mats. Hand sanitizer in the fitness rooms I don't know how wearing masks and working out will work?

I appreciate your efforts in trying to figure out starting fitness classes at this time. I walk, but miss working out.

Sorry, but I don't plan to start going back to fitness classes until the coronavirus is under control with a vaccine or reliable immunity tests. I've made this decision because exercising usually involves lots of opportunities to spread germs (that I didn't really think of before all this).

That said, I'm a big fan of Stacy's kickboxing class. So when I do start going back to kickboxing sometime in the future, I suppose the best safety measures I can think of would be to each have individual bags (rather than teaming up) and to sanitize our own bags before & after class. I suppose we'd need to bring our own mats for floor work, too. Our gloves would be our own responsibility.

Thank you for asking for feedback! This is super important since this is a community center.

Limited capacities and extra cleaning

Limit class size, extra cleaning of all equipment to be used in class, more hand sanitizer visibly available around exercise rooms. Carpet in exercise room is worrisome.

Everyone wears a mask, keeps the 6ft recommended distance and facilities open at 50% capacity. Of course this all depends on if there is a decline by June 1. If there isn't a 14 day decline by June 1, I wouldn't recommend opening at all.

Close pool changing rooms (enclosed space with lots of things to touch).

Disinfecting wipes for equipment. Participants can clean their own before and after use. Social distancing in classes.

I don't think you could do social distancing in a pool setting. There are no safety efforts that you could take to make me feel

Distancing protocols.

Keep them closed

Outside activities should open before inside.

I have most recently used the Cardio room. I have observed that, although employees keep this room very clean, there are people who come in, use several pieces of equipment and leave without wiping down any of them. It seems like maximum safety would require an employee to wipe down each piece of equipment after every user.

Limit the number of people allowed into places, provide hand sanitizer/handwashing stations, take temperatures of people entering into public place.

This is really complicated. I will leave it up for the experts to help you decide.

Masks and limited numbers

Regular sanitation

Limit max capacity to allow to reasonable social distancing; sanitize and clean high touch areas more frequently;

Designate exclusive time for senior use

Have more limited park hours and have aggressive cleaning procedures in practice.

I'm not sure - but I do feel that you need another category in this survey - one that states yes I'll use so long as it's safe to do so. I mean just because restaurants are open today doesn't mean I'll be rushing right out. There were 740 new cases today so that doesn't make me feel safe to go out and sit at a restaurant.

I am interested in Silver Sneakers classes. Use social distancing & masks if necessary.

I would like to go to the Furman Aquatic Center to sunbathe but the thought of a lot of people being in the same water would gross me out too much to actually get in the water (at this time).

Places where you don't have to come in contact with other people (and/or their fluids) like park shelters, fitness classes, the skate park, etc. would feel just fine to me!

Take temps/questions at facilities. I am high risk so I don't know when I will go back. I do, however, miss my aqua class.

Limit size of groups. Usual sanitation and distancing requirements.

Perhaps limit numbers for water walking and open swim. I know that seems unfair, but better to limit and be well.

Everyone like normal should practice good personal hygiene.

Limited numbers of participants and maintain adequate space. If masks are needed maybe we really aren't ready to resume. Close locker rooms also
Social distancing, disinfecting, training staff in COVID precautions, limited group size (e.g. having people commit to pool time).
appropriate sanitation
Keep people 6 feet from each other, and don't open any programs that have people closer than that.
Please open playgrounds in the first round of openings. We miss our playgrounds and I feel comfortable returning to them very soon.
Limit class size, set spacing, provide hand sanitizer
None
Correct use of PPE, especially correct use of masks.
Normal.
social distancing strictly abide by
Water Walking. My goal is to always be the 1st in the pool every day. I walk with a friend for only 50 min. The only time I pass anyone, is at the wider area. What I plan to do is the following: 1. wear a mask 2. not use the public restroom to change clothes. I'll drive and wear my clothes home. MANY DO. 3. I'll only walk 50 min. with 1 friend. 4. This can work if everyone agrees, knows the rules and we have a person to enforce and keep time for others. 5. We could sign up for times and if miss, another can take that spot but spots should be limited and managed. Thanks for asking...
1. Require masks while using facilities. 2. Provide part-time staff members in the weight room, multi-purpose room, gym, and aerobics room, etc. to clean equipment and water fountains between uses. 3. Provide sanitizer and wipes in all facilities and instruct patrons to use them as they work out. 4. Do not make shared yoga mats or other equipment available unless it can be easily sanitized.
Limit number of people who can be in band shells at parks, limit number of people in all facilities. Provide disinfecting wipes.
We participate in aqua classes at Forker and Fuhrman pools. I would want some distancing and keeping facilities sanitary
Enforcement of 6 to 12 feet apart and requiring individuals to leave if they do not comply.
At this time everyone needs to wear a mask to keep the virus at bay, as well as, practice social distancing. We never know what people are experiencing in their lives and it is impossible to believe that venues can be open and keep people healthy at this time.
Daily sanitizing of equipment if doable. Availability of hand sanitizer for patron use.
We already feel plenty safe..try to hire the best workers you can. The cover-19 has already passed through. We are not worried at all and are excited to participate in youth and adult sports. Especially the pool.
greatly limit the number of participants so that safe distancing can be maintained. Take the temperatures of all of those entering facilities. Require masks.
I would like to see the city wait until the numbers of positive COVID cases in iowa go down significantly for a minimum of 2 weeks I am concerned about fitness classes because of the heavy breathing. Everything else is something that simply gets too crowded
Spatial distancing...hand disinfectant and masks

Until a vaccine, treatment, or cure to the virus can be found, I don't see a way to make public facilities safe. At a minimum, I would expect everyone to wear a mask, and all surfaces to be cleaned constantly. It's the asymptomatic carriers that pose the most danger: these individuals would go out in public thinking everything is fine, but be actively spreading the disease. Opening can normalize being out and about and give people a false sense of safety. Virtual workouts guided over internet video chat would be a way to get people involved, stay healthy, and limit physical interaction.

Played golf at Homewood today. The protocols were appropriate.

Common sense

Frequent disinfecting. Social distancing enforcement- not just advisement. You can do this at the city gym by just walking around once in awhile. Rules enforcement and etiquette has always been lax so if it's going to work, you're going to have to be present in the area and not behind the counter all the time. It's about more than kids being obnoxious and adults being nosy or on their phones now. This could mean life and death for someone. We've all seen firsthand that many citizens think this is a joke.

I think the next several weeks will be telling about where Story county is headed with any additional outbreaks. I would support opening of outside venues like parks and pools. You might need to consider daily limits to Furman especially for water walking. I would like the city to consider "hiring" some seasonal workers as these college students were planning on this income for living expenses and tuition in the fall.

Our family trusts that you will make the right necessary protocols

Smaller classes so social distancing can easily be practiced.

Perhaps provide pool-goers with a disinfect wipe packet and ask patrons to please wipe down their chairs before and after use.

Given what we know about this virus I dont think there us much that can be done. You cant play sports with a mask, they really arent all that useful unless they are N95s anyway... I will probably take the risk if coming anyway...

Maintain 6' distance until pandemic is over. Wear masks and gloves in public spaces. I'd err on the side of caution.

Wipe equipment down after using. Participants should be required to do that.

wear mask - keep distance

Masks, social distancing, small classes (10 or less) wipes & hand sanitizers available for each machine use. Availability of restrooms?

Spatial distancing.

I think you should wait until closer to the time to see if Iowa's rates have started going down. The state policies are dangerous and are going to likely have ill effects.

Limit patron counts. Possibly temp check.

Heightened disinfecting/cleaning, people more spread out

??

Fever screen. Limit numbers.

Comprehensive contact tracing

Measure the temperature

Be six feet apart and possibly outdoors. Ie: Yoga in the outdoors. I would want the blessing of medical/ CDC on pool use before would participate and then make the discount available retroactive.

Limited participants, extra cleaning measures For kids programs take the time for hand washing or sanitizing frequently

Hard to know at this time - Appreciate the survey - Thank You

I am most interested in seeing the playgrounds open up. Maybe it would be helpful to have volunteers/staff clean them once per day (end of day)? I have no idea. I don't have a clear vision for what this new reality looks like, tbh.

Required masks for staff and participants as possible hand sanitizer available designated hours for elderly pregnant women kids etc

Advise people to stay 6 feet away from others AT ALL times, if possible.

Better instructions on use of disinfectants. Consider limiting the number of people in cardio and weight rooms. Consider monitoring social distancing every where in the Community Center. Masks may restrict breathing such that it would be hazardous to some people doing cardio. I am sure there were many days that a City employee spends more than a minute or two in the weight room or the cardio room.. Many can be trusted to do the correct thing, a few cannot.

It is difficult to answer these questions based on a date. I do not know what the situation will be in June. My answers may change if rather than "in June" it said something like: "after the daily number of new cases has dropped consistently for at least a week".

As far as protocols, I would require wearing masks for everyone, no physical contact ever, 6ft distance, very frequent disinfection of surfaces, equipment, door handles, bathrooms. I have no idea what to suggest for the pool not knowing how the virus behaves in such an environment.

All equipment should be sanitized between exercise sessions. Flooring should be the type that can be sanitized routinely. Not carpet! Thermal entry systems that measure body temps at entrance to evaluate potentially infectious fever. Sanitizing wipes should be accessible throughout the room, not just at exit door. Lined waste containers available to accommodate them. There should be a cleaning check off list at the end of every day. This should be reviewed routinely for compliance. I would question the use of floor fans that potentially propel unwanted particles in the air such as bacteria spores and viruses.¶

All participants should sign an agreement when registering for classes to follow the city's recommendations for health safety which states consequences if not adhered to.

Sick people need to stay home. Everyone should wear masks if the virus is still rampant by then. Keep groups small.

Lots of cleaning, face masks when applicable, social distancing

I'm a lap swimmer and since I can't answer "Maybe", I would not say I'm a firm yes on going back in June. Still waiting to see how the summer goes. Definitely would use the dog park.

I'd prefer that employees wear masks and that facilities are wiped down on a regular basis, not just at the end of the night. I'd also prefer a limit of pool users, or possibly sign-up times to come in.

Stay 6ft apart, clean and sanitize as much as possible. Thank you for this survey. We really appreciate the inclusion. I will also want to participate in the activities when able to do so but not in June.

I still feel like we have a severe lack of information about how to best keep people safe and that is one of the biggest problems. If we could get full testing in the state, that would be a good start. Thank you for asking and for taking care of the citizens of Ames. I have loved doing the workouts online and feel like the city has done a wonderful job so far.

Maintain social distancing practices - Close water fountains - Provide hand sanitizer in portable restrooms and clean daily

At this point I can't even imagine what would help unless things get in control in the world with coronavirus. Of course sanitizing things very often would help, as well as masks, and social distancing. We appreciate the wonderful services you offer and hope things get back to a safe and healthy place soon. Take care!

For lap swimming, perhaps longer hours or assigned lap times with fewer swimmers at one time and requiring masks from check in desk to locker rooms.

Lots of sanitizing.
Seems like sanitizing the floor surface and keeping sanitized the many various pieces of equipment used, as well as the wearing of masks would be very challenging --- with respect to Classes in Aerobics room on 2nd floor
Stay home with fever/symptoms.
Social distancing = 6' - Limited number of users/participants
This is going to be tough. I know in my own neighborhood, there are lots of play dates and gatherings both in and out of the house. I have tried speaking with one of my neighbors, to no avail. It's frustrating. Some of your younger employees may have a rough time enforcing distancing.
I would not attend
I do have reservations about coming back to programs. Masks and smaller classes could be an option. Hard to say whether or not we will be out of the woods by then.
Complete safety so I would feel confident attending as before . Since I am over 70 with underlying conditions
Limit to small sizes--10 or more for youth programs. Constant cleaning. Spectators must wear face masks and be within 6 feet of each other or stay in cars outside area. Please be safe--let's help Ames stop the spread, not create more spread!!!
No slide use near the Lazy River...water walkers only; no kids using the lazy river even in tubes
Social distancing and masks
Can Ada Hayden be made one way? There are too many people using the path and it is hard to maintain a distance when passing oncoming walkers/runners,
I would consider doing outdoor activities if appropriate space can be maintained. I don't know how that would work!! I would have liked a maybe button instead of only yes or no...
Social distancing where appropriate. Hand sanitizer readily available. Common areas wiped down frequently. While I certainly don't wish for anyone to get sick, we can't hide at home forever. This virus isn't going anywhere and we need to learn how to deal with it responsibly while also allowing people to get back to supporting their families
I don't believe I would feel comfortable returning with my family to a public pool without a vaccine available. I think programs that can be accomplished with social distancing and ability to wash hands/wear masks may be ok, but seem counter to the best interests of the community.
Assigned times for aqua walking in Furman Pool.
Limit the number of people at a time. Change pool hours so that the mornings aren't just set aside for toddlers and adults. Social distancing measures at the entrance of the pool.
Limit class sizes. Sanitize all equipment. Adequate ventilation. This may not be possible.
Fewer users and smaller groups at a time to ensure social distance.
Keep the number of people in the pool to one swimmer per lane at lap time. Have the changing rooms well-sanitised . If people have to wait to use the lap lanes one at a time, have them at the 6 ft. distance -or even try to manage assigning scheduled time. I miss my swimming very much as I am sure everyone else does - but I must urge you not to open before you think it is really safe. Many of us who lap swim are seniors.
I mean this in the best possible way, this is a loaded question. We don't know what to expect or what would make us feel safer but right now in the current climate with the current leadership at both the state and federal level it seems like we're looking at local officials to make the correct decisions. Thank you for the survey, I hope my answers help or are added to some sort of database to make informed decisions.
Mandate masks when feasible. Limit capacity.

The only fitness class I would feel comfortable participating in is the aqua aerobics classes with classes limited in size to allow for at least 6 feet between each participant at all times. If these classes were at Furman, I would not participate if they were held during open swim times.

To insure safety at the library, I would have all staff wear masks, mark off distances for checkout lines, provide sanitizers at each station and encourage/require patrons to wear masks as a public service.

Limit the number of users. Enforce social distancing.

Limited to half capacity,. I dont think its a good ideal to reopen anything to be honest at this point.

I would love to water walk but only if the # of people was limited & everyone had to wear a mask.

Masks, space but bottom line we need to see a decrease in cases to safely open Thank you for asking

Opening the playgrounds is the most meaningful to our family.

Social distancing and require masks to help slow the spread of the virus. Please keep offering online fitness classes until this is over.

Social distancing, 6 feet apart, frequent disinfectant on high touch areas

Small class sizes

No one in my family (3 of us) can imagine any safe way to participate in a Step class, for example, in that small room. Even a class in the gym would be difficult, because you cannot keep people apart, and we don't see how you could possibly ventilate the space or filter the air.

Testing and tracking fully implemented across the state

I'm unable to say

Fitness class sizes be limited, so that people could spread out. All of my "yes" responses are dependent on the number of confirmed new COVID-19 cases in the state having plateaued at a relatively low level.

Wondering how to make water walking "safe" ? Would wearing masks & not allowing use of changing rooms be enough? It would be annoying to be forced to all walk same direction (likely with current) but better than not going at all. Would be ok with me if had to stay 6 ft apart and walk alone BUT would be less "fun" but better than not there at all.

Do not open them.

If people don't feel safe/comfortable coming to swim, they can stay home. Healthy people should not be quarantined, as the definition of quarantine literally is, isolating sick, unhealthy people. Those in the high risk group and those who aren't comfortable can stay home as long as they want. Everyone else should be free to use the facilities our tax dollars pay for.

The fair and consistent enforcement of the posted guidelines or rules in a specific environment (pool, ice arena) would be much appreciated. Thank you for your concern and efforts!

Clean after every class.

These are hard questions to answer because I have no idea what the state's numbers or cases will look like in June. I'm personally uncomfortable participating in any events that would bring me back into close contact with other people. The pool would be safe if I am swimming laps on my own and if I can avoid touching railings, benches in the locker room and shower handles. However, I don't know if that is feasible. I do think that arranging for smaller classes or more fitness classes outside would help. I'd be more comfortable participating in an outdoor yoga class than an indoor one.

Not sure. Opening in June might be the best idea. Limit how many people per class, but then there will be a lot who can't participate and may just stop period. I miss my classes but want everyone to be safe. Yoga...own mat. Have one person hold door open, wipe off when done. Strength is hard because of touching equipment.

Concerning the library, I am hoping all the books and videos would be cleaned before making them available to the public again. I would recommend that all employees be provided with masks and that the library require all patrons to wear masks as well. I love the Ames public library and I am very grateful for all the services they provide. I would need to assess the risk level to myself and my family before returning however.

At least for June, keep classes such as Cardio Dance and Zumba smaller than usual. Maybe begin water walking in the lazy river at 10:30 and 6:30 instead of 11 and 7 so the river won't be so crowded with folks all at once on the especially hot days.

Encourage the vulnerable to stay home

Extra cleaning and limit numbers of participants somewhat. I would particularly like to see the dog park reopen as soon as possible. I see no reason for it to be closed as long as people stay distant from each other.

Minimize occupancy - Mandatory bathroom breaks (10 minutes every hour)

I'm not sure-is there anything about the virus being carried through water? Would people need to be temperature checked? ????

Clear consistent messaging on what is and what protocols are in place to follow as well as what the city is implemented to keep everyone safe. I did not see playgrounds mentioned in the survey but would be great to have those open up by June.

hand sanitizer - more cleaning of high touch surfaces

Note...I answered "I Do Not Participate" to everything listed because the only program I attend is Water Exercise at Green Hills pool, and that wasn't listed. Is the reason for that possibly because Green Hills will have to decide when to re-open their pool before Parks & Rec can offer classes again?

Everyone must wear masks. Limit the number of people in the pool or facility so that social distancing can be maintained. Regular increased sanitation of the facilities.

Not sure. All depends on how prevalent this scourge still is. My biggest hope right now is that the aquatic center opens for the summer. It's going to be a hell of a long summer for my kids and myself if the pool is closed.

The limit of the people, social distancing, disinfecting during the day also.

Cleaning and distancing.

Depending on how many people, hold most classes in gym. Have staff or volunteer put out/away equipment. Use limited equipment. Delineate each person's space in some way so we don't have to try & figure out what is safe distance. E.g., in step class, space out steps at least 12 ft apart. Do the same with BOSUs, big balls, & trampolines. Use resistance tubes instead of weights. Encourage us to bring our own tubes & mandate own mats. Great time to utilize lockers in hallway. I'm aware of only 2 others who use them; Toastmasters rep & janitor. I've been told combos are lost so locks will have to be cut (not mine please-is labeled). Regular group fitness folks could store change of shoes, equipment, etc. Hopefully reduces number of people who need to use locker room; often don't need to change clothes, just remove layers. For boxing boot camp stay on own bag so only 6 people. Hold some classes outside (Bandshell)-yoga & pilates. I won't participate if masks are required. Thanks, Linda Olson

Same health rules as before will suffice.

Respect for space needs for other users, 6'. Be mindful there are other people at the facility too. Be kind, be courteous.

Limit # at a time Stage age groups for water walking

Availability of hand sanitizer, reduced participation for keeping social distance.

Restricting number of participants so social distancing can be reinforced -- and instructors/lifeguards reinforce!! The skate park was a particular disaster on this point before you closed it. Spend money on additional cleaning and have hand sanitizer available at facilities.

Require everyone to wear masks and stay 6 feet+ apart.

Distancing if needed. Perhaps a capacity for the pool.

Hand washing and sanitizer available.

Sanitize chairs are pool

Half capacity for the classes, and strict check-in for the fitness classes.

Nothing. Lets get back to business..if people want to stay home, ok. Open the pool, please!!!

I know every one wants to be out and I think this should be limited to only a few participants at a time. staff should mask and glove if within 6 feet of someone.

Please open the skatepark ASAP. This is not a playground. People do not touch the equipment like a regular playground. It is no different than using a bike path, except there are obstacles. Just like the bike paths and sidewalks, you can recommend people maintain their 6' distance and not gather in large groups. This skatepark is my main form of exercise and it is largely illegal to skateboard anywhere else that has obstacles. Please consider. I am a 35 year old working professional geologist with a master's degree in science, and to be honest, closing the skatepark doesn't make sense if bike paths and sidewalks, and even restaurants are allowed to be open.

There would need to be a significant drop in positive cases for me to begin using facilities again - May 15 is a good target date - June is even better.

I said no to pool now only because of the number of positive cases - hoping by June it is better - but generally I don't use the pool until end of June or first part of July to begin with.

Social distances, Please open swimming pools and ice arena . We are dying without our fitness activities. ☹

The covid 19 is unable to be tviral under Ultra violet radiation and high temperatures (swimming pool) or under temperatures like tfreezing point and less, the protein of the virus core fractures and virus unable to express virology. ☹

Please open those facilities, we need to continue our lives and also noncompromised population will be able to develop community immunity , which as a result eventually benefits compromised people. ☹

Respectfully, Milla Baskayeva Johnson.

Strictly enforced social distancing

My family and I are not planning to go back to the gym or participate in the soccer league anything soon (that is, not until the number of covid-19 cases reaches almost zero), but if the City decides to reopen some facilities and run programs, I suggest that social distancing and other measures (wearing face coverings when appropriate and providing hand sanitizer) be implemented and enforced closely.

Hand sanitizer at all entrances, keep distance between participants, perhaps face masks, limited numbers in classes

i just golf at homewood and you charged the price of a full season for the season pass there should be a refund of a portion of this money since we cant golf the entire season as usual!!

If mask wearing is still required do not open.

Available sanitizer if possible.

6-10 feet distancing, use of masks and hand sanitizer at indoor facilities.

Unsure how to address Furman...perhaps limited entries and time restrictions (45-60 minute time slots during peak hours to stagger guests). This might be better facilitated by signing up for time slots or pre-purchasing daily passes for a specific time slot.

Limited class sizes for swim lessons and spacing of children. Perhaps having parents participate in preschool swim lessons to avoid direct contact with instructor and child.

Small enough classes where people could be safely spaced apart.

Sanitizing room between classes--is that feasible?

Is there research to suggest how effective it would be to wear masks during exercise class?

For those exercisers who don't feel comfortable to returning right away, could online classes be an option?

I think it's important to open AND protect staff. Prioritizing activities that can be safely executed with minimal risk (swimming, treadmills apart, tennis, and similar) and waiting with activities that require a lot of close physical contact. Probably best for all the staff to wear masks, and have some signage to communicate whatever rules :))

Adult softball would be ok. But basketball, football, etc seem too close contact.

Physical distancing where possible, extra cleaning, masks if feasible for the activity. If testing becomes widely available, perhaps require a certificate of clean health?

possibly reduce the students (gym classes etc) and add different class options - masks and hand sanitizer available

Temperatures being taken daily for workers & those of us going, hand washing stations and sanitizers set up, wiping things down after each class, having equipment set up further apart, making sure people have been tested & those with any symptoms stay home & have them contact traced if needed. have smaller class sizes so people can be spaced out.

Offer online services for fee...preschool, pre-planned lessons that parents can do at home for soccer, tball, sport skill building. Offer new stuff like more arts, self guided park tours, online day camp for kids and provide. "kit" to do all activities. Break for independent activity times like... Find 3 kinds of leaves in your neighborhood and then reconvene for more synchronous activities.

I sent detailed swimming ideas to Jill Burt. Thanks so much for doing this survey!

Limit numbers of participants. Perhaps have registration for specific time frames. Check temps at entrance and ask entrants about symptoms

Smaller classes, clean room in between. Weight room attendant to be sure people clean and possibly attendant clean every hour all common surfaces.

None we know what to do

Limit group sizes, face masks, distancing where possible, and oodles of hand sanitizer.

There is no perfect way to open, and we'll all do our best to be patient and gracious. Our overall concern is the lack of information regarding June. It may seem safe--it may not. July feels more comfortable, though.

If things did open in June, we likely wouldn't attend until late June, when the overall case load of Story County is clearer (hopefully).

For safety measures, we would like to see decreased capacity at the aquatic center (perhaps even operating on some set rotational basis, so the aquatic center isn't overrun in the first few hours by the same people?), regular sanitizing of bathrooms/lockers/communal areas, and possibly some areas closed for the summer (snack bar and eating areas). Other concerns and mitigations (communal lawn chairs removed, limited number of inflatable tubes, temperature scans?) come to mind as well. Good luck!

Outdoors as much as possible, as it seems the virus can't spread in the sunlight and outdoor air

Mandatory mask use for all.

Social distancing seems like it will be the new normal for now along with increased cleaning of high traffic areas and restrooms. I would say there should probably be capacity limits at buildings and indoor facilities. I feel like the outdoor facilities are different and require less restrictions, but still increases sanitation.

I believe that only a limited number of adult swimmers should be admitted at one time, given a set amount of time to swim (45 minutes, perhaps), allowed to swim 6 feet apart, and then asked to leave so others can enter the pool.

Each and every person should decide on their own if they feel it is safe to return. If not, they should stay home.

Just use our heads and don't be STUPID!!

Limit number in pools and centers

Temperature - Questions about illness, sick friends and relatives, travel

Please do not begin programs until the covid curve has flattened for at least 14 days. The curve is still going up so I don't feel it is realistic to have summer programs. If it has then:

- Keep a safe 6 ft distance.
- Take participants temperature and do not allow participation if their fever is over 100.
- Do not allow participation if the person appears to be sick.
- All equipment should be sanitized after each use.
- Restrooms and lockers need to be cleaned regularly throughout the day and well supplied with soap/Purell, towels.
- Turn off water fountains. Either provides disposable cups and water or have participants bring their own water.

Limits on number of people in an area, for example at Furman Aquatic Center. Possibly lower max capacity limits for places like Furman Aquatic Center. Good cleaning practices such as regular wipe downs for any activity that uses shared equipment.

I didn't see a question about playgrounds. Please open the playgrounds right away. I will be happy to bring Lysol to clean baby swings and slides for my 18 month old grandchild. She lives with me and it is very sad that she cannot use the equipment. She learned to go down slide by herself a week before playgrounds closed. It is so hard for her to understand. I will bring the Lysol and wipes!!! Thank you for trying to keep everyone safe. Ames is a great place to live.

Sanitizers available everywhere & encouragement of liberal use of them by individuals

Keep cleaning wipes on hand

Strict sanitizing of weight room and cardio room equipment after using. Steps to sanitize all surfaces frequent. Temperature checks upon entry. Relevant health questions. Initially it would be good to have users wear masks.

Extra cleaning of restroom facilities. Extra cleaning of pool and shower facilities.

I don't think opening is an option till there is a vaccine to know people are safe. This virus is too dangerous to take a chance that is not necessary.

I think you're going to have to limit the number of people; whether at the pool or in the fitness classes at the gym. Honestly, at this point I will probably skip water walking for the summer because it's always so packed I wouldn't feel safe. As for gym fitness classes, I think you need fewer participants so people can spread out more. Maybe that means more classes with fewer or just limit enrollment?

Masks if possible, social distancing guidelines met.

Plenty of soap and paper towels in the bathrooms and sanitizer in the city gym.

Disinfectants readily available for wt & cardio rooms. Determine a maximum number to use equipment in both.

A little better notification of availability/restrictions. I didn't know the Homewood clubhouse was closed until I drove into the parking lot.

Masks and small groups

Temperatures of participants taken

Maintain social distancing poolside! Space the chairs and loungers farther apart than usual, and keep a sharp lookout for kids, and/or adults who crowd together, run, or roughhouse!

Limited capacity

Post signs: use hand sanitizer (have available), individual wipe down equip. before & after use, maintain 6' distance, encourage not participating if not feeling well or have cough, temp. wear face mask. Tell people to leave if not following rules.

Just try to encourage people to stay home if they are not feeling well. Try to social distance if possible. Additional hand sanitizer stations.

Ability to respecting people's desire to social distance if they wish.

none

If indoor pools are able to open have it available to those in swim lessons, a class, and use for the swim team with guidelines.

Lots of cleaning procedures in place not only for staff, but having things readily available for participants as well

I feel that social distancing would be helpful and having everyone wear face masks and wash their hands before and after exercising.

Hand washing, extra cleaning of facilities

My opinion on the pool opening and use may change depending on the course of the next few weeks and how things improve/get worse. I think limiting capacity and increased sanitation would be good protocols to put in place when reopening

I participate in fitness classes! cardio dance. I would suggest they be held in gym so there is more room. Then I think I'd feel pretty comfortable. The exercise room would be too small. Thanks Nancy for the videos!! Janet

Pertaining to group fitness classes: make sure there are lots of sanitizing wipes, plenty of hand sanitizer and multiple boxes of tissues available.

limit number of participants at a time - maybe wear a mask? - constant wiping down of equipment - temperature check first

I'm interested in the pool being open, but I don't know how to keep people safe. I don't think anyone would swim with a mask on. Capacity would have to be limited so people could spread out more.

Making sure the pool area is clean and sanitized.
Required masks
There are no ways to distance during any of these activities.
Whatever is recommended by medical/scientific experts
Just keep it clean and sanitized
Continue to disinfect surfaces/high touch area where appropriate Social distancing where it makes sense. Keep restrooms open but clean more often.
Make Brookside wading pool free, it won't make things safer, but the revenue can't be worth much and it'd be a nice gesture to the community.
Limited class sizes, strict infection control protocol
masks - lessons limit to 6 - open longer on hot days
I take several yoga classes. I will not feel comfortable of awhile-going into a small room. If it was in the gym and we spread out I would feel more comfortable. I really miss it and will come back when I deem safe. Thank you for what you do. Cathy K
Needs to be thoroughly cleaned and sanitary before and after use of equipment. Have available hand cleaners. Have paper towels in the bathrooms. The air dryers are unsanitary â€” blow viruses around. Use social spacing.
This will all depend on the current situation. With the constant change, it's hard to know what will work best.
Limit the number of participants to allow for proper distancing. For example, open swim is probably not an option. Kids simply will not socially distance in the pool or on the pool deck/ Lap swimmers would agree to spread themselves out over the time allotted, which could be considerable if there is no open swim. My bad back is screaming to be back in the pool and I would be willing to come at any assigned time in order to be back in the pool.
masks required. at least 6 ft social distancing that is regulated and enforced. thorough cleaning and sanitization of all equipment after every use.
I am a golfer only. The Homewood restrictions for the most part seem reasonable. My only comment is that it is a shame that those too old to walk the course cannot rent a cart.
Distancing and that would be easy for adults at furman
Easy social distancing. Limiting number of participants.
All the protocols, and then some.
I only use water walking. It seems the life guards would be okay. Maybe since it is so popular and social distancing would be an issue, A-L could use the pool from 11-12 and M-Z 12-1. I don't know how you could protect the people who scan our passes and take money. Maybe what the grocery stores are doing, have a plexiglass shield.
Water walking can get very crowded. Limit # and only allow people to go one direction.
You really should have included a maybe option. My daughter loves swimming. I would love for her to be able to do swim lessons and free swim at Municipal or Furman again but only if there are CDC recommended guidelines for it and I felt comfortable with them. Safety almost dictates the need for young swimmers to be in close proximity of an instructor. If recommended guidelines at that point are 6' and a mask I will not take her to either pool. I can't think of how it will work to let kids (and even adults) jump in a pool but keep away from each other. Reduced capacity, parent/guardian direct supervision, lifeguards actually asking people to leave for non-compliance? I just don't know right answer.

I can speak particularly for pools. 1/2 capacity. for all programs and open swims. Offer more , shorter classes. instead of 45 minute swim lessons, cut down to 30 minutes and such across the board.

I am clueless. I wouldn't want to say I am terrified, but I may be socially isolating for a very long time. Not at all certain what you or anyone can do other than incorporate a very strict testing regimen to ever make me feel comfortable or feel secure in even small groups again. I wish you good luck and stay safe. Carol Gayer

I don't know if I would return in June things changing so fast. Small class sizes, so not close together. Masks maybe? Wiping down equipment better.

Be sure we have past the peak of the virus infections and are definitely approaching zero infections.

Require masks as much as possible. Require smaller groups and social distancing as much as possible. I just don't think anything should reopen until COVID-19 cases and deaths cease.

Limit group size

Additional cleaning of facilities

Take temperatures before people can enter. Have people use antibacterial. Limit the number of people.

Small swim lessons classes. Limited capacity for the pool, maybe consider needing to reserve time at the pool to keep numbers manageable. Space apart seating in the pool areas.

Pool only open if the Rate of infection is down.

Handwashing stations. Temp checks

Staff wear gloves and masks. Clean ! Wipe areas down. Clean playgrounds ! Daily cleaning I think June 1 is early

Follow the suggested protocol

Smaller class sizes and enough distance to maintain the CDC recommended precautions. All equipment would have to be cleaned and disinfected plus enough time between classes to be effective.¶

Cough and a sneeze are not as innocent as we once thought. Masks and exercise don't go together.

Open the shelters in the parks.

Maybe taking participants temperature before entering facility

I take water aerobics at Green Hills. I will participate as soon as they let us, but I'm afraid that will be later than sooner.

Spaced seating (leaving a certain number of seats and a row between people) in the auditorium, Increased cleaning & disinfecting of pools and recreation facilities, smaller classes so people can be spaced out better.

Require masks from adults and older children. And require hand washing or germx before and after activities.

Have smaller class sizes

Extra chlorine?!

No suggestions at this time

I don't know, really. My first thought would be that by then everyone should be going on as normal. It's really not great for the immune system to be killing all the germs that we would naturally be exposed to.

6 ft apart minimum space. Hand sanitizer and sanitizing wipes available

Staff can wear face masks since they aren't participating in the activities. The customers can be spaced further her apart in gyms and classes, and swimmers can swim in opposite directions in lanes or have wider lanes with NO lane sharing. Those are my suggestions. Oh, and have the lounge chairs further apart as well!

Do not attend if not feeling well.
Smaller groups, assurance that facilities are being cleaned and sanitized, providing hand soap and/or sanitizer, requirement for face masks.
A disinfecting process. do not open too soon
Disinfectants for participants to use in gyms and indoor spaces. Mandatory showers at pools. Questionnaires about recent health before using facilities.
I would participate in a small group outside activity knowing that we all could maintain cleanliness. I am not sure at this time what would make me comfortable with the pools, indoor or outdoor
At the pool, instead of passing off lifeguard tubes at every spot to the next person, instead, at the beginning of each shift, give every lifeguard their own tube to use for the whole shift, and wipe it down at the end of the shift. That way 25-50 people won't touch the same tube in one day. Can you add chlorine to kill the virus? If it doesn't, then don't open because everyone that goes in the water will get it :(Not related to coronavirus, but PLEASE clean the stairs that lead to the top of the tube slide (specifically), but also the top of the red slide and family slide more often, like once a week, because those stairs (specifically the tube slide stairs) are germy and gross. Make sure there are hand sanitizer and wipes available in every bathroom, all day and night Wipe the tubes for the lazy river or spray them down after people use them Screen everyone for temperature? If it's not affected by standing in the sun
Everyone wash hands and we'll be fine ;)
Limitation on numbers, masks on all staff and participants until testing shows negligible infection risk, stringent cleaning routines.
Limit admission. Hand sanitizer. Social distancing
Social distancing, cleaning extensively and often, staff in gloves and masks, extensive testing and contact tracing
You should turn on water fountains now and clean the public restrooms if you can find someone to do it That might be impossible with state and federal unemployment compensation exceeding working wages. You should consult the suggestions of the Iowa Department of Public Health or one of its officers on the the various activities.
Please don't cancel the Ames Municipal Band concerts. Please work with Dr. Golemo and others to create a safe alternative to Thursday night music events. Music helps heal the soul. Music and mental healing are important right now.
Whatever procedures deemed valuable by health departments and all participants need to adhere to those
Clean equipment after before and after use. Keep distance . Wash hands before and after.
Chairs at the pool distanced as needed. Concessions open but nothing but rewrapped stuff
Hand sanitizer available in multiple places. Urge social distancing whenever possible.
Lets have aqua,lap, water walking.
Limit how many can swim at a time.
just do water aerobics so don't know how to handle that unless it would be small enough classes to keep the distance that is required other than that, I guess I have no suggestions.

Wearing masks where appropriate. Frequent cleaning of high use areas.
It would be ideal if social distancing could still be implemented as much as possible. Maybe masks be in use depending on what facility is used.
Mask for all !.
Wait until Story County infection rate decreases or remains at zero for 14 days straight. Everyone required to wear masks if in an indoor facility. At least 6 ft distance between participants. Disinfect equipment after every use. Our family will follow data and science-based recommendations, such as those by the CDC (not those by politicians or businesses) for when it is safe to participate in public activities.
I would not feel comfortable using public bathrooms or drinking fountains
I feel outdoor activities are safer and therefore will not be worried about the protocols implemented to move forward.
Social distancing
I am a regular participant in the one-one reformer sessions with Kathy Vince and very much look forward to resuming them when they are safe. I trust Kathy will continue to regularly disinfect the equipment and anticipate her wearing a face mask. My concern is that the room is quite small and the ventilation may not be adequate. A bigger concern is that when other groups are allowed to use that room it is often not adequately cleaned. Under the current circumstances. I strongly urge that outside groups, e.g. the church group, those using the auditorium and wanting dressing room space, et al NOT be allowed to use the reformer room unless CITY staff can guarantee that it is adequately cleaned prior to the regularly scheduled reformer sessions. I certainly want and need together back to the regular reformer sessions but would choose not to do so if the room is not properly cleaned. Betsy West
Whatever has been deemed appropriate as far as cleaning and density limits
Smaller groups with space between individuals
Cleanliness. Social distance, however that's defined. Checking health of participants. Able to verify good health of staff
Limit class sizes. More time between class sessions for disinfecting.
Smaller class sizes, limiting the number of people in the changing room or closing the changing rooms, hand sanitizer, no handheld shared equipment. Floor marking for spacing.
I really don't know. It may be a very long time until I use my usual facilities again.
Lessen the amount of people who can be in the space.
The appropriate social distance at public parks/dog parks, exercise classes and open equipment areas. I am not sure what protocol you would use for the pool/aquatic areas, maybe stagger the adult use time so it is more spread out and limit participation in open use times if at all.
Easy access to hand sanitizers , etc
safe distance and or face masks
I am fine to open as you normally would
Thanks

Anything that kids touch need to be disinfected daily. Play pal toys, play equipment at parks, etc. I feel like children will pass this faster than adults so extra precautions need to be taken.

Smaller classes, availability of hand sanitizers, sanitation of equipment between classes.

Taking temps before entering. Limit attendance.

Mandatory face/nose masks, 6-ft individual distancing, find some way to make lockerrooms/bathrooms safe

I take water aerobics at Green Hills and will participate in that whenever it reopens. Classes need to be smaller so the pool is not crowded. It would be good to take temperatures as we enter.

Extra cleaning and limited numbers. I am not sure I will be comfortable bringing my kids to large gatherings until there is more widespread testing/contact tracing.

It is too early! We must continue to self-isolate as much as possible. This is the only way we have to fight this virus! Opening up too early will lead to more spread and more deaths. This is especially worrisome for older people and those with medical conditions.

Move class to gym for distance between participants.

Don't open the pool if it isn't safe.

Masks required of all participants. VERY limited class sizes. For instance, swimming lessons up to 4 children per class, and be sure instructors are being mindful of distancing. Also, keep locker areas and showers closed. Bathrooms only (toilet and sink).

June may be too soon for the community and getting staff to work at city facilities. I say wait for official numbers to come back for Covid cases and reassess for a possible July opening for facilities and programs.

I would like to use the outdoor pool to water walk and have power aquatics classes. I don't think it would work to wear face masks but if we have social distance I think it would be safe. Would the chlorine in the pool kill the virus?

All equipment, surfaces, the carpet in the Cardio room must be thoroughly sanitized after each use. The wipes supplied do not do a good job. They are hardly wet. Facemasks are a must. Personally, I cannot return until there is zero chance that I would contract COVID 19.

Distancing, strong disinfecting protocols, reopen at limited capacity, remove/disable items such as public drinking fountains, do not reopen activities such as basketball that involve a large number of persons touching the same object that cannot be disinfected as opposed to a piece of exercise equipment that can be disinfected between uses.

Masks - Distance

Mainly it is the Aquatic Center that we use we would love to go this summer if things are under control. Obviously, we would expect things to be cleaned regularly, but masks aren't an option at the pool, so we will just have to wait and see.

Employees having contact with the public should wear masks. Limited # of people in weight room etc Insist all equipment is wiped down by participants after use

Clear and frequent signage of participant protocol for social distancing and sanitizing surfaces between use, as well as easy access to hand washing stations/sanitizer and changes in arrangement of any seating areas to prevent close gatherings of people. Use of only larger spaces with adequate social distancing. For park shelters, spacing reservations by several days, providing guidance on use of table coverings that can be wiped/sanitized, and spreading out seating when possible.

Do not open until Iowa has had decreasing numbers of Covid cases for 14 consecutive days, per the CDC's guidelines. Once that criteria is met, encourage mask use wherever possible, clean facilities thoroughly at more frequent intervals, and decrease numbers allowed in facilities at a time if possible.

What the instructors had us do right before Ames parks and Rec closed due to the virus: wipe down all equipment after use.

Mask usage by staff and participants

For the pool perhaps allow families in by first initial last name during a certain time period and I think the lap swimmers are ok, no lane sharing? Pool walkers can keep social distance and the kid pool again maybe first initial last name during a certain time frame?

I have a shelter rented in August for a family reunion. Hopefully things will have improved before then for the Corona19 virus. I don't know what you could do to keep things sanitary as we will be outdoors. Fresh air, plenty of sunshine and the good Lord willing.

Masks required and maintain social distancing

want to make sure that only healthy people are coming in.

Thorough cleaning, gloves when appropriate

Limit the class sizes. Require masks at appropriate events. Couldn't do when exercising, class size would have to be smaller. Wouldn't go to the pool at all

Limit the number of participants at any one time. It would also be a good idea to limit the amount of time you could spend at a facility (for example 2 hours at the swimming pools)

Mandatory social distancing of at least 6 ft enforced. Mandatory masks for everyone. Hand washing or sanitizing stations. Frequent cleaning procedures, several times a day

I really think these facilities should remain closed till a good, reliable vaccine comes out. You can't social distance at these places. In hot weather you won't put mask, gloves and goggles on. You can't wear mask in a pool.

Cleaning of surfaces regularly. Staff wearing masks and social distancing from visitors.

None. This is way overblown.

Hand sanitizing stations. Cleaning of surfaces. Masked and gloved employees at entrances. Distancing protocols.

Sanitizer available, clean facilities

Plenty of hand sanitizer and disinfecting wipes

Setting a maximum occupancy for pool environments

Perhaps limit the number of people in the weight room, ask that they wipe down weights and treadmill when finished.

Specifically for Furman Aquatic Center, I think it would be useful to alter the schedule in order to allow user groups, especially those at risk, to be separated. For example: 10:00a-12:00p Adult Lap Swim and Water Walking. 12:30-2:30p Tot Time. 3:00-8:00p Open Swim.

For other facilities, I think it's best to be smart. No rental equipment, limited public facilities such as water coolers and bathrooms, and face to face interaction reduced to a minimum. With that, I think it would be best to have pass sales reserved for over the phone. Especially at Furman, pass sales create long lines, prolonged interaction, and immediate exchange of materials.

My last suggestion: ask your employees their thoughts. Not the full time salaried staff members, but the part-time seasonal staff who will be running the facility. Hear what suggestions they have and learn what they feel comfortable with. They are the ones on the front line, their voice should be heard in the process.

Marked places to stand for the aerobic workouts in the gymnasium.

None. Open the Golf Course!!!!!!!!!!!!!!

Hand sanitizer and safety guidance.

Recommended procedures and ok by physician

Wearing masks. 6 foot distances. Clean knobs and handles etc.

Limit class sizes; masks worn; ramped up cleaning of facilities, particularly door knobs, handles, buttons, anything people touch with there hands

Firstly, follow the data. Just because someone says you can open does not mean it is necessarily safe. If the trends are still spiking, it's not safe.

Secondly, I don't believe we are all ready for what a new "normal" is going to look like. Everyone is in a hurry to get back to the way things were. I personally don't believe we will get back to that, at least not for a long time (years). The projections I've heard indicate that there likely will be more surges in the months and seasons to come. Until a vaccine is widely distributed, I believe we will have some form of social distancing/preventative methods in place to keep people safe.

Bottom line, I know things need to open eventually. Just don't push it. Use the data around you, and make the choices that keep the most people safe, not whatever political pressure is being applied.

I do not have answer for this I support providing jobs, but also know that making money takes priority over taking care of oneself I believe that is half the battle in the situation we are in now As of this moment, seeing how politicized and polarized a virus can get, the information is overwhelming at best to attempt to make sound decisions we will opt out of larger group settings until it is absolutely necessary (school, work).

I am sorry I cannot complete this survey. Like you, my husband and I are taking this day by day. At 75 and 78 we feel we need to exercise extra caution. We will be heartbroken if Furman Pool is closed all summer; but perhaps it is like the closing of the pools in the early 50s during the polio epidemic. Perhaps, it simply must be closed.

Require masks when possible and continue social distancing. The group classes are usually on the smaller side but it can still feel crowded in the rooms where the classes are held.

I will not participate until there is a vaccine for this virus or I can confirm immunity

Can we take temperatures of participants?

I answered yes to most, however it really depends on the state of things at that time. I will still use social distancing measures and wear a mask when possible.

Limited # of people in a space or program. Sign up times to use the weight room or fitness machines, wiping down between users. The users should do it but they don't always, more space between fitness machines.

I want things safe and under control before returning to normal. The past two days, 740 and 757 new cases were announced. Covid is increasing faster than the testing. I think it's too early to think that things will be safe in June.

Frequent cleaning; cleaning of shared equipment after every use. Required social distancing.

People should stay their distance and wear masks when interacting directly with others. Maybe the pool could limit the number of ppl per day?

Anyone showing any health symptoms should self-exclude themselves.

It depends on what time you open in June. If it is late June I would consider going to Ames Parks & Rec activities. I am not ready to be in the general public before then. If we have declining numbers for several weeks in a row then I may be more comfortable.

Whatever is recommended by CDC .

14 days with no new cases, everyone in masks, bathroom sanitizer between uses, social distancing

Employee Safety, distances, Sanitizing stations, social distancing' reduced Class sizes

Masks and gloves, no more than 10 people in a space and they should be 6 feet apart. I don't think anything should be open no matter what the governor claims. There isn't enough testing to know who has COVID and who may have had it.

Limiting size of groups, social distancing 6ft, require masks, provide or sell disposable masks, provide and require hand sanitizing before and after workouts, provide machine wipe down material and limit time of workouts. There would have to be some kind of a sign up sheet for times.

Six foot distances - Limited numbers in area

Regular cleaning of park restrooms and plenty of soap and water for hand washing

A limit on numbers. Social distancing. Take temperatures.

Social distancing

Small class sizes

Limited capacity to allow spacing.

Limiting class size

I am only able to water walk at Furman. I am reasonably sure the water chemistry can be maintained and wouldn't be a threat. The sun would keep outside benches, pool deck "sanitized." But I can't imagine how the locker rooms could be maintained given the low light, high humidity and roughness of floor surface. Being at high risk, I think it would be unlikely that I would feel "safe" in the locker room.

In general, masks would be of no use not only because of splashing water, but they make it very hard to breathe when not exercising, let alone when exercising. Disinfectants could cause allergic reactions or skin sensitivities.

Just my thoughts off the top of my head.

I would hope people will obey rules and regulations and if they choose to not comply they would be refused entrance. It will be nearly impossible to keep the 6 feet distancing in a pool which is a concern to me. I am leery yet of things opening too soon and water walking is my only participation so I cannot guarantee I would start right away in June

try to stay 6 feet apart

Making and social distancing, thorough ongoing cleaning between patrons.

Capping the number of guests at the Furman Aquatic Center so guests can more easily maintain appropriate social distance, perhaps by creating an online reservation system so people can know in advance if there will be space for their family at the pool.

If you aren't going to have restrooms available for golfers at Homewood, that may deter some from going. Also, if no beverages available for purchase, you should consider allowing golfers to bring their own water or gatorade.

The CDC data shows the COVID-19 deaths and confirmed cases are LESS than the seasonal flu. Please reopen so we can freely exercise and bolster our immune systems.

Given cases are still increasing, on some days, I would not participate in activities where there is a strong possibility of a large number of people.

Intense disinfecting the areas used.

Social distancing measures. Limiting the number of people who can enter the pool area by number.

Masks, gloves, hand sanitizer, frequent cleaning

Hand washing/sanitizing stations, Increased cleaning/sanitizing, adjusted hours, Special scheduling-rotating usage

If people are sick or showing symptoms, they should stay home. If they choose to come showing symptoms, they should be directed to leave. Otherwise, life can and should return to normal with no additional protocols. If the city were so inclined, I would support taking people's temperatures prior to entrance to a facility.

My suggestion is to just follow the state mandate. Do not do more than the suggested protocol.

Sanitizer near by, clean all machines after use. Everyone wear masks where applicable. Maintain physical distancing. If necessary, smaller classes.

People to be careful about their illness and stay home if symptoms. Cover coughs and sneezes with elbows. Have FUN!

health check in, mask, sanitizer and outdoor classes

It has been proven by US and European doctors and scientists that children DO NOT spread COVID-19. A simple Google search will produce these studies. Therefore, it is entirely safe to open the playgrounds without any restrictions. To continue to keep the playgrounds closed harms children's mental and physical health.

Keep social distancing as reasonably expected, make paths that people bike/walk/run through one way to minimize people coming in contact.

I would come to the pool in June if you were to limit number of people at pool. Have people sign up for times to swim? Limit times to 2 hrs. Sanitize well in between. Schedule something like 11-1. Clean. Swim: 2-4. Clean. Swim: 4-6. Clean. Swim 7-9.

Hand Sanitizer widely available. Surfaces sanitized regularly (every use in the gym with machines, individual weights, etc. and every day in classrooms) People bring their own equipment where possible (i.e. yoga mats)

Just plenty of space between participants, like yoga. No community mats...bring your own. May bring your own hand weights, bands, blocks if you have them. Everyone wipe down the equipment when class is over.

Require masks and physical distancing between non-family members.

I really missed yoga classes. We can have fewer participants and place the yoga mats 1-2 meters apart from each other. I look forward to the opening of the dog park!

I don't think I'll be in facilities or in programs when Covid hasn't run its course, definitely not in IA.
I think if you reopen, facial-mask using should be mandatory and the amount of participant allowed should be capped.
Thank you and stay safe.

Continuous cleaning of locker rooms/bathrooms with hand sanitizer available as well as hand soap

Limit the amount of people in the pool. maybe limit workout time to let a turn over happen every 30 to 40 minutes.

Masks and distancing, if the virus is still menacing.

Social distancing and masks

Sanitation of facilities and equipment

*Giving people the option to cancel and receive a refund if programs continue but people do not feel comfortable participating/attending. *At this point, even the items I marked "yes" (City Auditorium and Youth Summer Camps), I would be more likely to make a decision closer to the date.

regular, upgraded sanitation procedures.

Hand sanitizer; wipes, recommend mask, temperature checks,

At this point, it does not seem safe to open most of the above-mentioned facilities since it is almost impossible to enforce a 6 feet apart policy between people. If you do open, however, then wearing masks must be a necessity and limited number of groups to enable social distancing if possible.

Just reopen for crying out loud

Distancing regulations, cleaning protocols, capacity restrictions.

I believe the best policy is just to ask people to be aware of their health and to stay home if not feeling well. Hand washing places would be great too!

Limit number of participants. Attendance and temp check at all activities. Require disclosures within 2 hours of finding out you are sick; and notifying every participant who was in contact with that person immediately.

Everyone wear a mask. Everyone be at least 6 feet apart if not more. Just disinfect everything on a regular basis.

Following the guidelines of the CDC .

I can't help but think that breathing hard in a room where others are breathing hard would be a bad idea. It seems like wearing a mask would be super uncomfortable and maybe not even effective. Outdoor activities seem safer to me.

Masks until June Cleaning materials available and enough space

Furman Aquatic Center yes

1) Masking--no exceptions 2) Physical distancing--6 feet minimum 3) Temperature checks--no exceptions
4) Questions regarding recent exposure or possible current symptoms can be tailored to the time frame.

masks and safe distancing

hand sanitizers and wipes . requirement to wipe down equipment after use.

Social distancing and supplies to disinfect equipment

I think you guys do an excellent job and I trust you to keep things as clean as you can (for a gym/workout area anyway). Thanks for all that you do!

I wish I could feel confident to come back to public amenities, but without wide ranging testing for COVID-19 and NO cases in Story County, our country is not safe and I am going to stay at home and workout at home, go for walks and bike. sorry.

CDC guidelines for sanitation.

<p>More frequent cleaning and sanitizing restrooms and showers at pools.</p> <p>May have to limit numbers of people at a time in pools. Possibly have people limited to specific time slots as well. Say 1 to 2 hours maximum? Could be given specific color disposable wrist band with bar code on it to scan When entering. When time is up turn in upon exit for scanning out and disposal. Next group could then enter and repeat. Not sure if mask wearing while on pool decks could be required. Not sure how this would work?</p>
<p>I use Forker for warm water exercise. There's plenty of room to distance in the pool with our regular class enrollment.</p>
<p>increased options for hand sanitizer use.</p>
<p>Face masks and 6 feet apart.</p>
<p>Increased cleaning/sanitizer throughout the day</p>
<p>For the lap swim, especially initially at Municipal, close the locker room. Maybe only the one bathroom off the guard area open. Have participants enter & leave directly after swimming. Also you could have disinfectants at the end of the lanes for swimmers to wipe the tiles on the edge after swimming, much like using a fitness machine. One person per lane or even every other lane. Maybe a sign up time would work for this.</p> <p>Thanks for sending the survey & considering the safety of the public and employees.</p>
<p>distancing</p>
<p>Participation limits to preserve some resemblance of social spacing, although this is a goal but not realistic to expect totally. Regularly cleaned surfaces.</p>
<p>Limiting number of participants, lots of cleaning.</p>
<p>Wear face masks. Keep distance of 6 ft in classes where possible.</p>
<p>Cases in Iowa have to be in a decline or plateau before our family participates</p>
<p>Just following safe and best practices</p>
<p>normal business operations. it will be 80-100 degrees in summer, viruses can't live in those conditions</p>
<p>Wash hands. Cover cough or sneeze. Maintain social distancing. Small groups</p>
<p>A lot could change for better or worse by June. It's hard to know how to answer because of that. I based my answers on how things are now.</p>
<p>Hand sanitizer and a way to wipe off equipment</p>
<p>Wear masks</p>
<p>More frequent cleaning, smaller groups sizes, more time between scheduled activities to allow for a gap in time for people to leave an activity and others to come in</p>
<p>Hand sanitizer at entrance. Post about cleaning completed. Allow extra time between classes for cleaning and less people interaction. Limit class volume</p>
<p>Our family is uncertain if we'd participate in anything indoors. If it is outdoors, we're thinking about still participating in something like youth baseball. In that case, I'd recommend having each coach wipe down bats in between innings or kids or maybe things like temp checks before games or practices? No close in huddles, etc. Park shelters we were uncertain if we would use, depending on the size of a picnic, so maybe limiting the gathering size? We don't think we'd use the pool until maybe end of the summer when we might be closer to hitting the peak in Ames of Covid. So we'd definitely not be an early user or a consistent user of the FAC. We might go once or twice if things clear up, but we might not at all this year.</p>
<p>Groups of 10 or less. Outdoor activities 1st. Covid-19 numbers need to be consisting decreasing.</p>
<p>I love to walk the Lazy River. I don't know how we could social distance while walking.</p>

Everyone should wear a mask- it should be a requirement not a suggestion. Keeping safe distance from one another. Constant cleaning and sanitizing facilities.

It depends on what the numbers for the infection look like. 1. Take temperatures of all entering the building. 2. For Zumba in the gym, for a typical session, participants could stay 6 ft away. Not so easy upstairs. 3. I like the ideas of masks but don't think I could get enough oxygen.

Also, my participation in Zumba starting June 1 would be contingent on what the numbers look like. If the hospitalizations and death numbers are still rising, I would not participate. An R value of less than 1.1 is very important to me and sadly, I don't think Iowa is using that particular metric. Kudos for the fundraising you did for Food at First. Wonderful!

Hand sanitizer. Social distancing whenever's possible

Be sure there could be 6 feet between participants.

At the gym: three people in the aerobic room, alternate machines for 6 foot spacing; three people in the weight room, require masks and surgical gloves

I don't think there are any feasible measures that would make me feel safe using shared equipment in close quarters. I very much appreciate the Youtube workouts that you have made available and will rely on those and my own equipment to continue working out at home until the COVID-19 infections either drastically decrease or a vaccine becomes available.

Maintain social distancing. No shake hands. Wear a mask. Stay home if you don't feel well.

frequent cleaning of equipment and between each class in the fitness rooms (kettle bells, hand weights, etc) ▯
decrease class size if necessary to keep people at least 6 feet apart

Limit capacity for spacing, additional cleaning, staff that interface with the public wear masks.

Limited numbers and social distancing. Taking temperatures. Masks REQUIRED. Long sleeves and long pants required. Abundant hand sanitizer

Double the number of groups with half participants in each OR ensure the number of participants is commensurate to the space available so that proper distance is guaranteed

Require all participants to wear masks. Take temperatures at the door.

The classes in the upstairs room would have to have fewer people if I were to return. Spacing is going to be an issue.

hand sanitizer. cleaning equipment between fitness classes

Limit # of folks in the facility. Have time slots then, clear the pool and let the next bunch in. Like the 11 - 1 session, only shorter. Gives a greater number a chance to exercise and enjoy the outdoors.

People 6 feet apart, mask in locker rooms, lots of cleaning of toilets, periodically wipe down equipment, distance groups and only so many in a group, lots of sanitizers and cleaning bottles.

Story County has stayed Flat with Covid 19, very few cases a week or month, less than 50 cases overall so no Peak, and Ames High School has had a lot more than that at the High School in the Winter in the last two years with the Flu, one winter (January) in the last two years, a third of the students at the Ames High School were out sick, so everything just needs to be cleaner and disinfected more like Ames High so students maintain their health, more sanitizers and more cleaners and all Patrons should clean up after themselves

For the time being I think it's just madness to be opening up the pool and facilities when Iowa has yet to hit its Covid peak. My kids would love to use the pool but this is not a typical summer. I worry people will come to the pool if they see it's open regardless of their safety. Please don't open the pool. It will make it that much harder to keep kids from clustering. How can you social distance in a packed pool?

Availability of hand sanitizer. Depending on the activity, required use of protective gloves and face masks.
Plenty of spacing. Limits on number of participants.

Clean facilities, hand sanitizers available, and physical distance between participants.

Clear social distancing protocols, including a cap on the maximum number of people allowed in a class/space, along with enforcement. Lots of messaging on social media around the need for everyone to be respectful of other people's space during this time. Clear, transparent communications around what is cleaned, what is not cleaned, how often things are cleaned, etc. Encouraging or requiring everyone to wear masks and to sanitize their hands before entering and after exiting public spaces, just like at grocery stores.

For both lap swimming and water polo, we want to return at any point when the pool is open (we responded yes above), but we're actually uncertain whether we would because we do not know how easily social distancing and other precautions can be implemented with these types of activities. Our suggestions for lap swim are to include scheduled lanes/hours for individuals, or limit the number of people who can participate at a given time--neither of which will likely be conducive to our schedules. We hope that there will be more creative solutions than what we are currently thinking! Thank you for trying to find safe and healthy solutions for us.

Limit the number of occupants in certain areas to ensure safe social distancing where applicable.

social distancing

Social distancing. Face masks when within 6 feet.

We would like to see the pools open but in a safe manner. It will likely look different than in the past and staff may need to get creative with solutions for how some people (not as many at a time as in the past) can be at the pool. Perhaps allowing patrons to schedule times for open swim or lap swim? Not have restrooms open or fewer open so less to clean? More frequent cleanings?

Please keep walkers out of the lap lanes at Furman
-- they tend to walk AND chat and it would be good to maintain some social distance between them and the lap swimmers. For that reason, I will also probably avoid water walking in the lazy river

Safe distancing

Increased sanitizing bathrooms, tables, chairs. Increased water testing

Temperatures taken upon entry, limiting occupants. Shortened hours to allow for proper cleaning and/or allowing age groups usage at different times (ie. Pools)

I will feel safe with pool open as normal.

DO NOT OPEN! PLEASE

Unfortunately, I don't think it is safe to open until the end of June. Ames would have to review closer to that time. We need testing in place for EVERYONE prior to opening. Thank you.

At pools cleaning surfaces such as tables and railings at least 2x per hour same with restrooms and I suppose some how spraying the tubes used in the lazy river ☐

Probably masks for workers at the counters ☐

Denying entry to those sick or coughing ? Not sure how thatâs enforced? ☐

Having spray available for people to sanitize chairs before and after use? ☐

No clue it will be tricky I will be 6-9 months pregnant all summer and was definitely planning to water walk often

Wear masks, hand sanitizer ready available, outdoor yoga in the park would allow more social distancing. It would depend on if the numbers are dropping significantly.

Keep distancing as much as possible. Limit time and people at pools. Water walking could be in two shifts with a certain number of people per shift.

Frequent hand washing and big smiles!

I would only return if the CDC advises it is safe to return. Iâd want to know the chemical levels in the pool are in safe levels (strong enough to clean, but not so strong itâs unsafe to swim) and proper cleaning procedures in the locker rooms and outdoor seating areas are being met

Possibly limit the number of patrons at any one time.

Small classes with plenty of room to spread out. Provide disinfectant for participants to wipe down equipment after use. No group youth classes. (Generally they cannot be expected to reliably maintain distance from friends.)

Limit participants, masks for staff and increased sanitizing.

Adults wear masks and many hand sanitizers

People wear masks as much as possible.

- Limit the number of people at the pool at one time

-water walking 30 minutes only

- Ask the best know experts at the city Risk manager

- Find out exactly what the Department of Health Recommends.

Having a pool open is not about making money but about keeping our community healthy and it is know that kids/youth don't always follow rules so why would we put them at risk opening the pool.

Follow in light of other companies or the university as they begin to reopen to the public. I'm a student and have lived in Ames my whole life; this seems to be a common theme. Reach out to President Wintersteen and proceed from there.

Face masks, 6 foot spacing, suggested max participants

With regards to health and deadly viruses, I have no clue what the right thing is anymore. I'll trust whatever you tell me to do.

I think masks should be worn for any indoor activities

Most importantly for the weight room/ cardio room would be to make sure equipment is cleaned daily and all participants are strongly encouraged to wipe down equipment after they use it.

I workout early in the morning when there are usually only 5-8 people in there at one time and those regulars are very healthy and safety conscious as far as not coming if they aren't feeling well so not a concern. The main concern is the fact that a person can be sick before symptoms appear so taking each person's temperature at entrance before they can use facility is one guideline some have used.

I really feel that we can return to lap swim at both facilities without problems as long as water is checked as usual and participants practice social distancing in locker/ shower rooms. That has never been a problem previously because not everyone finishes at the same time and Furman is set up well with separate shower stalls. I really really hope we can get back to the pools!!

Thanks

Social Distancing

Social distance, masks, small numbers

Limit class size to help maintain some distance between participants. Have cleaning supplies readily available so equipment can be cleaned thoroughly after each use.

Wearing masks (that's how I would feel comfortable doing water walking). Hand sanitizer stations. For preschool classes, hand sanitizer and temperature checks. (They wasn't an option, but I'd only have my son in his small group gymnastics class.) Sanitizing equipment between classes and providing easy access for others to sanitize before/after use.

No protocols necessary. Leave it up to the individual. Signs reminding people that if they are sick to go home is the only thing necessary in my opinion. By now people should have enough common sense to take care of anything more themselves.

I really like the on-line fitness classes and would prefer those. Also doing fitness classes outside where there is lots of space would be better than in the fitness room.

Hand Sanitizers, Masks, hand wash soaps and paper towels, toilet seat covers, disinfectant wipes

I'm speaking mostly for adult sport leagues. I think this is a really hard question because you can put all the protocols in place but I think the hard reality is that a large amount of people won't abide by them. I feel like if we open back up, a lot of people will think it can go back to normal right away and we are a long ways away from normal. I want to play as bad as everyone else but we also have to be smart about it.

□

Softball is hard because everyone is touching the same bat and balls, scorecards, etc. Would probably have to have each team keep their own book and not rotate between teams or provide a scorekeeper. Social distancing would be hard to do in dugouts.

Half capacity or distancing requirements where possible.

I think if you open up the pool - and I put yes, I think there need to be some restrictions. It is a tough call. I love the pool but more for laying out purposes and cooling off and I do like the lazy river. I trust your judgment that is all I can do at this point. Thanks for asking for people's thoughts. Ames is a great community.

Continue to follow the social distancing guidelines. Providing 6 ft. separation if possible.
Temps taken at pool before entry. Greatly limit the number of people in the pool, so you are still able to socially distance from others. I would especially like the water walking and tot time to be back in the summer, as well as the kids swimming lessons.
Extra cleanliness.
Minimize group size, sanitize everything in sight, keep people apart, just the usual stuff these days. I think Furman could work since it is outdoors and people can keep away from each other (water walking) if access is limited. Indoor events would be hard in the aerobics room.
Hand sanitizer available at all locations. Participants should sanitize any equipment before & after use. Facility should be cleaned after each class.
Whatever is reasonable.
Extra cleaning. Possibly limit class sizes and how many people can enter the pool/water walking area at a time.
Masks in auditorium. Thorough cleaning of all facilities, before/after and/or frequently including locker rooms/restrooms
Mask. Sanitizer. Distancing
Proper sanitizing and cleaning.
Social distancing and masks enforced. Limiting numbers in. Reservations to limit numbers.
I'd like to see group activities in small groups of less than 10, and when possible in large open spaces or outside. I'm particularly thinking of my small children. Their school and camp programs have been in larger groups, and I would hate for them to give it to an older staff membe, or bring it home to us. We would absolutely not participate in these programs should they open in June.
distancing; masks where possible; heightened cleaning protocols; ample provision of hand sanitizer for users; possible temperature monitoring; heightened protections for staff
Making sure people are not sick and maybe offering more classes in order to keep the class size small.
I use the adult lazy river walk from 11 to one and have never had problems that i think would compromise folks to covid.
Use limited equipment and wipe down own equipment after class.
Safe distancing reminders at Municipal Band concerts. I am looking forward to their summer concerts.
As long as there is no cure and no vaccine, one sick person is enough to contaminate all the facilities. I suggest to keep those facilities closed and emphasis on online activities. □ Anyway, all these activities are optional and people can wait until it is completely safe out there.
Sanitizer in bathroom areas, snack areas, and possibly antibacterial soap in the showers at the pools. Wipes for the lounge/beach chairs, snack area seating, in the pool areas for pool goers to clean chairs and daily cleaning by staff. Post daily testing results of chlorine checks in the pool or more often if testing is done; perhaps at beginning and end of day.
I was in a fitness class that was "suspended" in March. I am over 65 and family with underlying health condition, so I would be cautious. I would prefer if class was in a larger (not very small), that there was assurance surfaces were recently cleaned in room and that participants wore masks.
Just to be open

Limiting number of people in more crowded environments (furman aquatic), encourage social distancing where possible, increased cleaning/ disinfecting.

I would suggest requiring masks for all - staff and participants. However I have no idea how you can keep the pool safe for all if we still have the virus around.

social distance. Limit participants.

Limit the number of people. Still be aware of social distancing. Lots of cleaning.

Small groups, allowing for and enforcing 6-foot minimal distances, outdoor activities whenever possible, requiring masks if indoors.

Open the damn pool. No restrictions.

No specific recommendations.

I understand how hard this is for you! For each item that I answered "no" I wanted to say "it depends" on the current covid situation in June. Things change rapidly, but I CANNOT imagine that we will be in a better situation in June...it will likely be worse. But, who knows. Youth sports/programs/camps could potentially go on with social distancing measures, but it's so hard with kids. Chlorine is effective (to my understanding) but the problem is crowding. Maybe the pool with limited numbers allowed in and people practicing social distancing. That's probably not very cost effective, though.

Somehow the locker room at Furman would need to be sanitized very frequently or kept closed. I don't know how social distancing could be maintained for water walking. Perhaps permit only one direction and limit # allowed.

Wash hands before you come and don't come if feeling sick.

Staff Report

FOURTH OF JULY FIREWORKS

May 26, 2020

BACKGROUND:

At the May 12, 2020 meeting, the City Council directed staff to provide a report regarding the Fourth of July fireworks display, to consider whether the display should proceed in light of the precautions against COVID-19.

The Fourth of July fireworks display is typically held on July 3, with fireworks launched from ISU's Southeast Athletic Complex, across University Boulevard from Jack Trice Stadium. Spectators typically gather on the ISU parking lots adjacent Jack Trice Stadium, and on private property within view of the display. The fireworks display is organized by the Ames Convention and Visitors Bureau (ACVB).

At the May 12 meeting, the Council approved the cancellation of a number of events on City property, and the use of a series of criteria to evaluate other events proposed before August 31, 2020. **Although this event is not held on City property, City Council approval of the Fireworks Permit is required for the event to proceed. Therefore, staff has evaluated this event in its current form against the criteria for events on City property:**

Is the event allowed under the Governor's emergency proclamations?

The Governor's orders still prohibit mass gatherings (no groups larger than 10 people) through May 27. It is unknown whether this order will be extended or modified. The current order indicates that "a gathering of people inside parked cars, trucks, or other enclosed motor vehicles shall not constitute a gathering of more than 10 people if no more than 10 people are inside each vehicle, all people remain inside the vehicle at all times." Historically, attendees at the fireworks display have not remained in their vehicles. Because parking occurs for hours prior to the display, it would be difficult to confine attendees to their vehicles for the entire time they are there.

How many attendees are expected, and how densely crowded are they?

It is difficult to estimate the number of attendees at the event, since gatherings occur in the stadium parking lots and other parking lots within view of the fireworks display. Attendance is in the thousands. Many attendees bring food and activities while they wait for the display to begin. Attendees begin arriving a few hours prior to the display. It takes approximately an hour after the display to clear attendees from the lots to the point where traffic control measures are no longer needed.

Do event organizers have a plan and equipment/supplies needed for increased hygiene?

It would be difficult or impossible to provide hygiene supplies for the large numbers of attendees.

Is there sufficient staffing by event organizers to maintain social distancing among participants?

It would be difficult or impossible to provide staffing to maintain social distancing for the large numbers of attendees.

Is there an increased risk that the event will require City staff to be in close contact with participants or organizers for an extended period of time?

City staff would not be in close proximity to the attendees for a long period of time. However, ISU Police patrol the lots during the period when attendees are present. This generates a considerable amount of contact between ISU Police and the public. In 2018, records indicate there were 15 calls for service in the stadium lot area, with most related to fireworks violations. The 2019 data regarding calls for service does not appear to be representative because the display was delayed to an alternate day due to rain.

ACVB staff has contacted other communities to investigate what each is planning related to fireworks. Responses include:

- Iowa City – cancelling fireworks
- Cedar Falls – the city does not do fireworks, but has cancelled the Sturgis Falls Celebration the weekend before
- Dubuque – postponing fireworks until August
- Des Moines – fireworks after the Pops Concert at the Capitol was cancelled. The Des Moines CVB reports the concert is cancelled; the fireworks aspect is managed by the City and no decision has been reached
- Boone – Boone CVB reports the city manages fireworks after a race at the track; the fireworks will be held in some fashion, although organizers are still unsure if fans will be in the racetrack stands or not

ACVB AGREEMENT

The City has an agreement with the ACVB regarding Hotel/Motel Tax revenues. Under the terms of the agreement, the ACVB receives five of every seven cents of Hotel/Motel Tax revenues from the City. In exchange, the agreement provides that ACVB is to finance “activities and programs that encourage conventions or events, enhance visitors’

experiences, and improve the quality of life for residents, including the annual 4th of July fireworks display.”

If the fireworks display does not proceed, it would be appropriate to also waive the requirement in the ACVB funding agreement for ACVB to host the display. ACVB would then be able to use the fireworks funds for any other purpose allowed by the agreement.

OPTIONS:

1. Do not proceed with a 4th of July fireworks display for 2020, and waive the requirement in the ACVB funding agreement for ACVB to use a portion of its revenues for a 4th of July fireworks display in 2020.
2. Direct staff to continue to work with ACVB and ISU to identify an alternative method of displaying the fireworks.

STAFF COMMENTS:

City staff has consulted with ISU Police and ACVB officials regarding the fireworks. A concern for ISU officials is the level of contact this event generates between ISU Police and the public. ISU’s goal is to have staff healthy for the start of classes in the fall, and the question is whether introducing significant face-to-face interaction in July could impact the health of officers.

This group of City staff, ISU Police, and ACVB officials has worked to identify alternative viewing locations or options that may reduce the level of group interaction that occurs by viewers of the fireworks display. **However, staff from ACVB, ISU, and the City all concur that the best option is to not host the fireworks for the Fourth of July this season.**

Staff Report

IOWA GAMES EVENT CLOSURES RELATED TO COVID-19

May 26, 2020

BACKGROUND:

At its May 12, 2020 meeting, City Council approved the cancellation of non-City events on City property. These events included, but not limited to, the 4th of July Parade, Roosevelt Summer Concert Series, Velo Bicycle Race, Ames on the Half Shell, and Ames Triathlon. The Iowa Games Summer Games which utilize City, University, and other properties was discussed, but no action was taken. Council directed staff to contact Iowa Games staff and bring a recommendation on May 26 using the following criteria:

- **Is the event allowed under the Governor's emergency proclamations?**
- **How many attendees are expected, and how densely crowded are they?**
- **Do event organizers have a plan and equipment/supplies needed for increased hygiene?**
- **Is there sufficient staffing by event organizers to maintain social distancing among participants?**
- **Is there an increased risk that the event will require City staff to be in close contact with participants or organizers for an extended period of time?**

Iowa Games has been conducting the Summer Games for over 30 years and have thousands of athletes compete each year in over 60 events. Most of these events take place in Ames with several competitions utilizing City property and/or equipment. The Iowa Games Board of Directors has already cancelled some events, may be cancelling additional events (dependent on whether the venue will allow it), and will be hosting 10-15 events. A list of events on City property and the status of each is shown below:

<u>EVENT</u>	<u>LOCATION</u>	<u>STATUS</u>
Baseball	Brookside Park	Cancelled
Canoe/Kayak	Ada Hayden Heritage Park	Cancelled
Disc Golf	Carroll Marty Disc Golf Course	Pending
Figure Skating	Ames/ISU Ice Arena	Cancelled
Horseshoes	River Valley Park	Cancelled
Softball (Youth)	River Valley Park	Cancelled
Softball (Adult)	River Valley Park	Cancelled
Tennis	Emma McCarthy Lee Park	Cancelled
Zumba	Community Center	Cancelled

Iowa Games is requesting City Council allow Disc Golf (July 18) to be held this year at Carroll Marty Disc Golf Course in Gateway Hills Park.

EVENT INFORMATION:

Disc Golf: These tournaments are held at Carroll Marty Disc Golf Course (City property) and Stable Run Disc Golf Course (ISU property). At the time of this writing, Iowa Games has not heard from ISU if their disc golf course will be made available for the Iowa Games as it is currently closed. The Carroll Marty Course is open and could accommodate all disc golf events, if needed.

- **Is the event allowed under the Governor's emergency proclamations?**

Yes.

- **How many attendees are expected, and how densely crowded are they?**

Approximately 50 golfers are expected, and they can be spread out throughout the course.

- **Do event organizers have a plan and equipment/supplies needed for increased hygiene?**

Iowa Games does have a plan and is confident they will have enough equipment/supplies needed for increased hygiene protocols. They will also do the following:

- Golfers must use their own discs
- Provide wipes or hand sanitizer to golfers at check-in
- Volunteers would wear gloves and masks

- **Is there sufficient staffing by event organizers to maintain social distancing among participants?**

Iowa Games indicates they will have staff on site and will have the following rules in place to help with social distancing:

- If the ISU course is open, participants would be split between the two courses to not overload one course
- If only one course is available, Iowa Games will limit the number of people per hole and stagger the start times to help with social distancing
- No onsite registration will be accepted
- Player meeting will be done virtually
- Medal ceremony would be adjusted to be contactless (pick up at Iowa Games office, mail, etc.)

- **Is there an increased risk that the event will require City staff to be in close contact with participants or organizers for an extended period of time?**

No City staff is required for this event.

OPTIONS:

1. Allow Iowa Games to host their disc golf event (July 18) at Carroll Marty Disc Golf Course.
2. Do not allow Iowa Games to host their disc golf event (July 18) at Carroll Marty Disc Golf Course.

STAFF COMMENTS:

The City Council is only being asked to consider the Iowa Games events held on City property. Although, Iowa Games initially asked to host nine events on City property, they are down to one – Disc Golf. Disc Golf is an individual event with most of the participants coming from the greater Ames area according to Iowa Games staff. Iowa Games is meeting the event criteria set by Council and is requesting to use a venue that is currently open.

Iowa Games is an annual component of summertime in Ames, yet Iowa Games staff recognizes the importance of being cautious and determining which events can be done safely. In addition, the City has opened Homewood Golf course which could be a similar type of activity. Iowa Games has already cancelled more than 40 events for this year and are only hosting the ones they feel can be done in a safe manner. **Therefore, based on the information provided, it is reasonable that City Council would choose Option #1 and allow Iowa Games to host their disc golf event (July 18) at Carroll Marty Disc Golf Course.**

MEMO



To: Mayor and Ames City Council

From: Steven L. Schainker, City Manager

Date: May 22, 2020

Subject: Reopening Self-Drop-offs at Resource Recovery Plant and Household Hazardous Waste Service

Beginning in early March, the Resource Recovery Plant (RRP) discontinued providing the Household Hazardous Waste collection service and accepting individual solid waste drop-offs in an effort to protect the safety of our employees and customers. During that time private haulers were allowed access to the plant so that a garbage pickup option was available to our customers.

After reviewing the criteria presented at your May 12th meeting, staff is now prepared to safely open the RRP on Tuesday, May 26th to accept self-drop offs from individual cars and trucks.

In addition, in early June, we will also reinstitute the Household Hazardous Waste collection service based on scheduled appointments.

and is devoted to stormwater detention and treatment. The pond design may in the future also support an initiative of creating fishponds through a program of the Department of Natural Resources (DNR). The far southeast boundary of the site is also subject to the 100-year flood plain. The floodplain will all be contained on Outlot Z, no individual lots will be within the 100-year flood plain. Outlot X along the portion of the north property line from Manning Avenue to State Avenue will contain the future bike trail as part of the Shared Use Path Trail Connection South of Lincoln Way. This outlot will be under City ownership and will be coordinated with the subdivision improvements, but it is a separate City project that will tie in with the trail between South Wilmoth Avenue and Manning Avenue where it is planned as a combined paved trail/alley design, discussed in greater detail below.

The north boundary of the site is the planned location for the construction of the Shared Use Path Trail Connection South of Lincoln Way from Wilmoth to State Avenue. This segment is part of a larger City project that extends from Beedle Drive to Campustown. A planned 16-foot paved improvement as a combined bicycle/vehicle alleyway is planned to the immediate north of this site between South Wilmoth Avenue and Manning Avenue. A 20-foot wide Outlot with a 10-foot wide trail will extend from Manning Avenue to State Avenue. In order to accomplish the combined bicycle/vehicle alleyway, the undergrounding of utility lines in the alley right-of-way will be required. The alley paving and installation of the electric conduit is anticipated to be funded by CDBG funds and the removal of overhead electric lines funded by Ames Electric Services. Paving will end at the point where the alley curves north to become Manning Avenue as the trail continues east to State Avenue.

Ames Electric currently is exploring the feasibility of installing and operating a distributed geothermal heating and cooling system within the subdivision. If installed, this system will include loops and a pump house within Outlot Y and provide the heating and cooling for each home in the subdivision and potentially for multi-family housing in the future. A proposed layout for the geothermal system has been reviewed by the City's engineering staff for coordination with other public utility needs.

Staff estimates a substantial energy savings from the efficiency of the system, with no substantial increase in initial housing costs to have a heat pump in lieu of a conventional heating and cooling system. Estimates also indicate that there will be ongoing savings to the homeowners depending on cost of electricity compared to natural gas. **If installed, this system will serve as a pilot concept to prove the viability for future subdivisions developed by private sectors entities.**

The City's consultant engineer CDA has prepared a Public Improvement amount totaling \$1,393,207.50 for the completion of public improvements as listed in Attachment C, including sidewalks, water lines, and sewer lines, streets, trails, and storm water detention. This amount includes a 10% contingency. The offsite paved alley portion of the proposed trail is estimated cost \$72,160 at 820 cubic yards of 7" PCC material. This amount is factored into the public improvement cost, but will be a separate off-site

expenditure funded by CDBG funds. The bike trail and associated alley improvements are separate from the overall subdivision construction related to affordable housing.

Staff estimates that we have approximately \$537,000 of the 2019-20 CDBG funds (including \$250,000 of GO Bonds) budgeted for this project, with anticipated budget of approximately \$489,000 of CDBG funds for 2020-21, totaling \$1,026,000. **In order to have sufficient funding to complete the project program as planned income and future allocations of CDBG monies will be required.**

Due to the timing of funding for the project, the project is likely to be phased even though it is being platted completely at this time, rather than as multiple additions. This allows for the City to move ahead in a comprehensive manner for creating public improvement plans and bidding that will be more efficient overall compared to platting multiple additions.

Approval of the Final Plat includes an acknowledgment of approving a deferral of improvements with no public improvement agreement or associated financial security for the stated public improvements. A typical private development would provide security for all planned public improvements in a proposed addition and have three years to complete the work. In this instance there is no financial security as the City is the applicant and the timing of the construction will be based upon phasing rather than additions. The intent is to complete the subdivision improvements within the typical three-year time frame of completing improvements as stated within the Subdivision Code.

City Council is being asked to accept a deferral of sidewalks with a covenant in lieu of a normal sidewalk installation agreement. Typical sidewalk installation agreements require any unbuilt sidewalk to be constructed within 36 months after approval of a Final Plat. The proposed covenant includes similar language related to the timing of sidewalk installation with the construction of a home or to fill gaps after 36 months, but does not require construction if the City has not proceeded with construction of other street improvements and begun construction of homes on the street. The completion of the sidewalk along the north side of Tripp Street will be done in conjunction with the construction of Latimer Lane regardless of the overall timing of the project.

ALTERNATIVES:

1. Approve the Final Plat of Baker Subdivision based upon the findings that the final plat conforms to relevant and applicable design standards, ordinances, policies and plans with the following conditions of a deferral of construction of public improvements based upon a phasing plan utilizing CDBG funds for subdivision improvements and approval of a covenant for deferral of sidewalk construction to be completed at the time of building construction or 36 months if the abutting street has been constructed. *Note that approval of the final plat will authorize the Mayor to execute all related legal documents.*
2. Deny the Final Plat of Baker Subdivision and find that the proposed subdivision

does not comply with applicable ordinances, standards or plans.

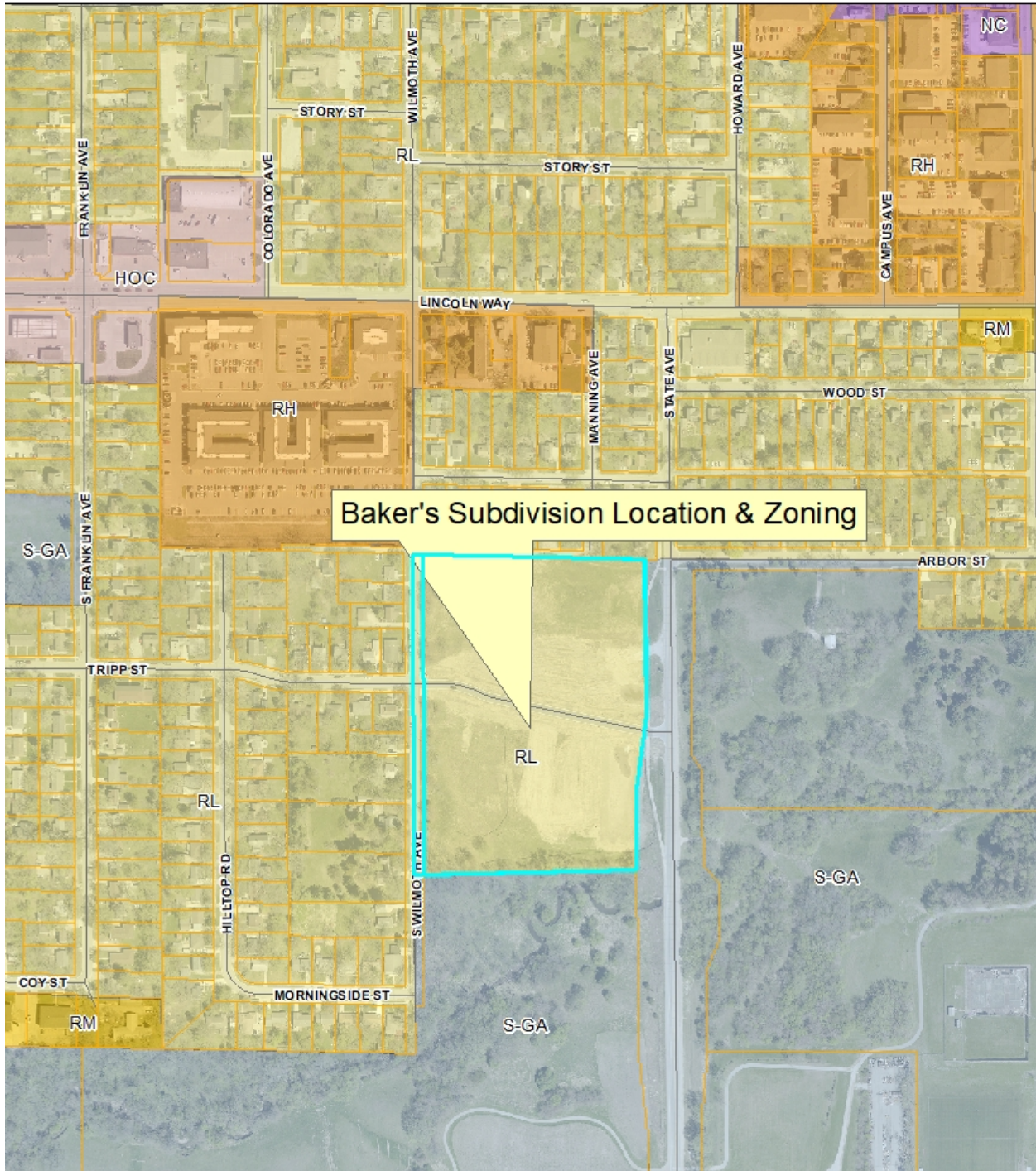
3. Refer this request back to staff for additional information.

CITY MANAGER’S RECOMMENDED ACTION:

The Baker Subdivision has been a 5-year effort with input from the surrounding neighborhood residents, City Council, and City staff into design and selection of a development concept that is consistent with the goals of the Land Use Policy Plan, which include providing affordable housing. This is the City’s third affordable housing subdivision. **City staff has evaluated the proposed Final Plat and determined that the proposal is consistent with the requirements of the Municipal Code with the phasing plans described in the report to construct improvements over multiple years.**

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

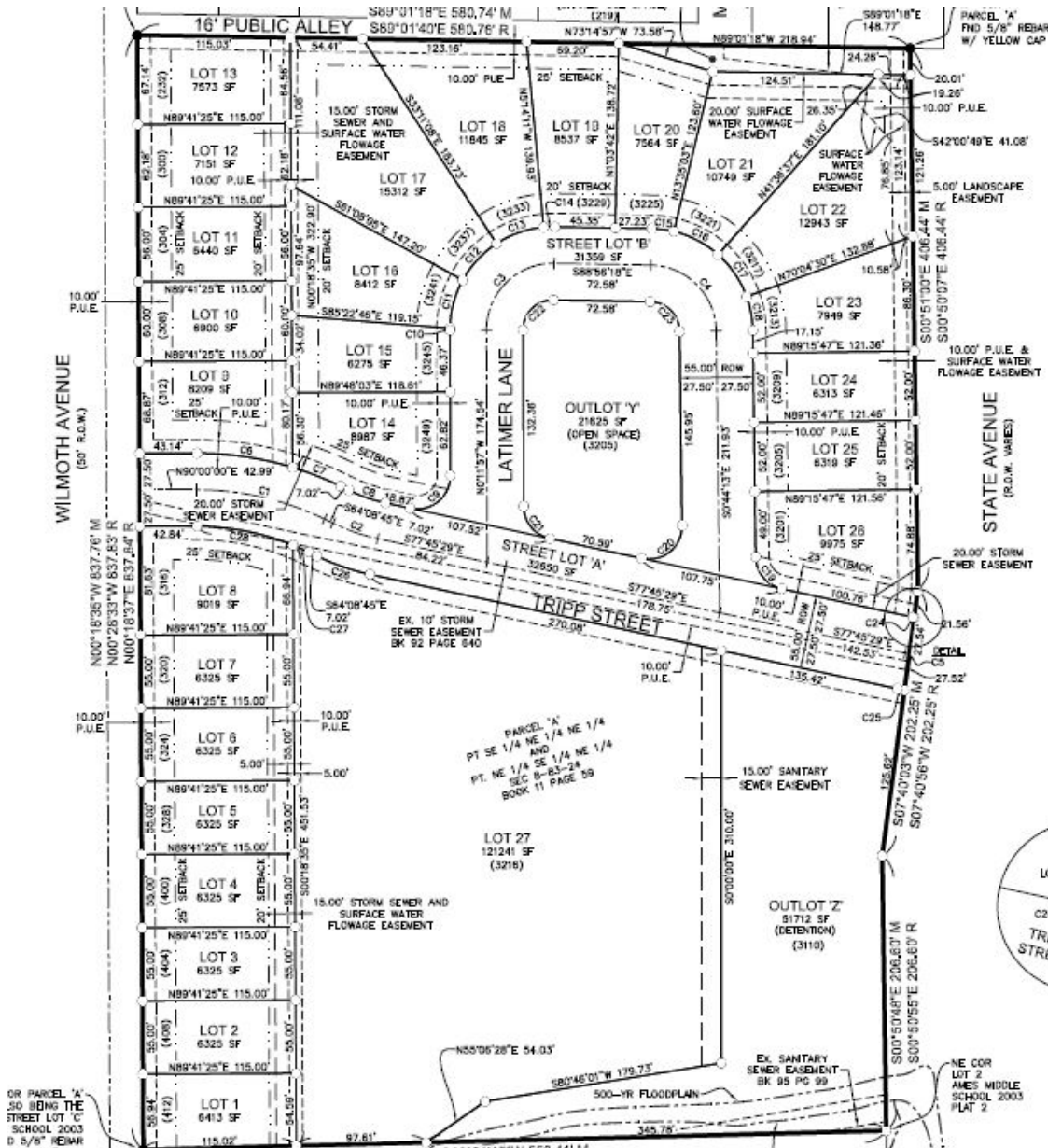
Attachment A- Location & Zoning



Baker's Subdivision
Location & Zoning



Attachment B-Baker Subdivision Final Plat



OWNER / DEVELOPER

CITY OF AMES
 CONTACT: JUSTIN MOORE
 515 CLARK AVENUE
 AMES, IA 50010
 PHONE: (515) 239-5289

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
 3405 SE CROSSROADS DRIVE, SUITE C
 GRIMES, IOWA 50111

PLAT DESCRIPTION

PARCEL 'A' IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF AMES, STORY COUNTY, IOWA AS SHOWN ON THE RETRACTION PLAT OF SURVEY RECORDED IN INSTRUMENT NUMBER 2013-00001277 AND CONTAINING 10.86 ACRES (473,100 SQUARE FEET).

DATE OF SURVEY

MAY 6, 2020

ZONING

RL - RESIDENTIAL LOW DENSITY ZONE

BULK REGULATIONS

FRONT YARD: 25'
 REAR YARD: 20'
 SIDE YARD: 6'

NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
3. SOIL BORINGS ARE REQUIRED IN AREAS WITHIN THIS PLAT WHICH HAVE BEEN IDENTIFIED BY THE CITY OF AMES AS HAVING SOILS THAT MAKE CONSTRUCTION OF BUILDINGS DIFFICULT.
4. STREET LOT 'A', CONTAINING 62,650 SF, IS TO BE DEDICATED TO THE CITY OF AMES FOR STREET PURPOSES.
5. STREET LOT 'B', CONTAINING 31,359 SF, IS TO BE DEDICATED TO THE CITY OF AMES FOR STREET PURPOSES.

Attachment C- Public Improvement Final Cost Estimates

PRELIMINARY COST PROJECTION

Baker Subdivision

City of Ames

May 20, 2020

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
GRADING				
Clearing & Grubbing & Demo	1	LS	\$20,000.00	\$20,000.00
Topsoil Strip, Stockpile, Respread	11,800	CY	\$7.00	\$82,600.00
Excavation	20,400	CY	\$8.00	\$163,200.00
Subgrade Preparation & Curb Backfill	3450	SY	\$5.00	\$17,250.00
Subbase, 6-inch Depth	2090	SY	\$10.50	\$21,945.00
Temporary Seeding	11	AC	\$4,200.00	\$46,200.00
Permanent Seeding	10	AC	\$5,000.00	\$50,000.00
Erosion Control(Silt Fence,Sed Basin/Trap)	11	AC	\$6,000.00	\$66,000.00
<i>SUBTOTAL</i>				<i>\$467,195.00</i>
SANITARY SEWER				
8-inch Main	880	LF	\$90.00	\$79,200.00
Manholes	5	EA	\$6,500.00	\$32,500.00
Services	26	EA	\$1,800.00	\$46,800.00
Bore	40	LF	\$300.00	\$12,000.00
Connect to Existing	1	EA	\$4,500.00	\$4,500.00
<i>SUBTOTAL</i>				<i>\$175,000.00</i>
WATER MAIN				
8-inch Main	650	LF	\$48.00	\$31,200.00
Hydrants	1	EA	\$4,500.00	\$4,500.00
Relocate Hydrant	1	EA	\$1,500.00	\$1,500.00
8-inch Valves	2	EA	\$1,800.00	\$3,600.00
8-inch Bend	7	EA	\$320.00	\$2,240.00
Services	26	EA	\$1,500.00	\$39,000.00
Connect to Existing (Not Live)	2	EA	\$2,500.00	\$5,000.00
<i>SUBTOTAL</i>				<i>\$87,040.00</i>
STORM SEWER				
6-inch Subdrain (corrugated)	1220	LF	\$25.00	\$30,500.00
8-inch Sumpine	800	LF	\$35.00	\$28,000.00
15-inch RCP	340	LF	\$74.00	\$25,160.00
18-inch RCP	430	LF	\$78.00	\$33,540.00
24-inch RCP	80	LF	\$86.00	\$6,880.00
Manholes	5	EA	\$4,000.00	\$20,000.00
Cleanouts	2	EA	\$1,000.00	\$2,000.00
Intakes (SW-501,511,513)	2	EA	\$5,000.00	\$10,000.00
Intakes (SW-503,505)	2	EA	\$6,000.00	\$12,000.00
Intakes (SW-506)	2	EA	\$7,500.00	\$15,000.00
FES w/footing & guard	2	EA	\$3,200.00	\$6,400.00
Services	26	EA	\$1,500.00	\$39,000.00
Bore for 24-inch pipe	90	LF	\$300.00	\$27,000.00
Connect to Existing	1	EA	\$2,000.00	\$2,000.00
Rip Rap	90	TON	\$65.00	\$5,850.00
<i>SUBTOTAL</i>				<i>\$263,330.00</i>
PAVEMENT				
Remove Pavement, Full-depth	380	SY	\$28.00	\$10,640.00
Pavement Patch, Full-depth	330	SY	\$98.00	\$32,340.00
7-inch PCC (NRF)	820	SY	\$88.00	\$72,160.00
PCC Curb & Gutter, 30 inches	1240	LF	\$26.00	\$32,240.00
6-inch HMA Base	1470	SY	\$34.00	\$49,980.00
2-inch HMA Surface	1470	SY	\$13.00	\$19,110.00
4-inch PCC Sidewalk	360	SY	\$48.00	\$17,280.00
5-inch PCC Trail	240	SY	\$50.00	\$12,000.00
Ramp Set (per Intersection corner)	4	EA	\$3,000.00	\$12,000.00
Traffic Control	1	LS	\$15,000.00	\$15,000.00
<i>SUBTOTAL</i>				<i>\$229,770.00</i>
MISCELLANEOUS				
Mailbox Pads	2	EA	\$2,500.00	\$5,000.00
Landscaping	1	LS	\$20,000.00	\$20,000.00
Contingency (10%)	1	LS	\$124,382.50	\$124,382.50
<i>SUBTOTAL</i>				<i>\$149,382.50</i>
TOTAL				\$1,393,207.50

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

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

Code of Iowa, Chapter 354.8 states in part:

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

Ames *Municipal Code* Section 23.302 states as follows:

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

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

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

(c) The City Council may:

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

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

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

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

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

ITEM #: 47
DATE: 05-26-20

COUNCIL ACTION FORM

SUBJECT: MINOR AMENDMENT TO THE AMES URBAN FRINGE PLAN LAND USE FRAMEWORK MAP FOR LAND ADDRESSED AS 831 E. RIVERSIDE ROAD

BACKGROUND:

Representatives of the Martin Marietta Ames Mine at 831 E. Riverside Road have filed a plat of survey with the City and County to move a boundary line. The plat is intended to locate the existing scale house onto a parcel used for mine purposes and have the other parcel as vacant land. (*Attachment B*). In accordance with the Ames Urban Fringe Joint and Cooperative Agreement (28-E), the Story County Planning and Development Department requested that the applicant apply to the Ames City Council to amend the Ames Urban Fringe Plan to allow for the proposed boundary to match Fringe Plan designations.

The current land use designation for the scale house is Rural Transitional Residential (RTS); the requested designation is General Industrial (GI). The proposed change in designation, encompassing approximately 15 acres, will match the proposed parcel lines. The GI designation is intended for land used in mineral extraction. No changes are proposed for how the land will be used compared to its current condition. The scale house existed at the time of the adoption of the Fringe Plan, but the boundary followed the property line rather than the existing extent of the use.

The City Council referred to staff a letter from Brad Stumbo, with FOX Engineering Associates, representing property owner David Bishop, of Bishop Farms, asking to initiate a Minor Amendment to the Land Use Policy Plan for property at 831 E. Riverside Road. The site currently has mining operations and a farm field. The designation change request covers approximately 15 acres. The parcel to the east (which is proposed to absorb the subject land) contains 111 acres; the parcel containing the scale house (and which currently includes the 15-acre subject property) is approximately 48 acres. (*Attachment B*). City Council determined on April 15, 2020, that the developer could proceed with an application for a Minor LUPP Amendment.

On May 5, 2020, the Story County Board of Supervisors also determined that the developer could proceed with the application. This approval by both the Council and the Board of Supervisors was in accordance with the Ames Urban Fringe Joint and Cooperative Agreement. Once two of the three government entities have agreed to initiate a change it can be reviewed as an amendment. Ultimately, all three entities must approve the change.

LAND USE ANALYSIS AND CAPACITY:

Analysis of the request contemplates the suitability of the specific site for the proposed use as well as the Goals and Policies of the LUPP (*Attachment B*).

In any proposed change to the Land Use Policy Plan Future Land Use Map, the City examines the suitability of infrastructure, such as sewer and water capacity, storm drainage, and general circulation needs. **In this instance, no changes in infrastructure or use are planned. The property is currently operating as a mine and has done so for decades. No surrounding properties or uses should be affected by the proposed change as the two sites are currently in related ownership.**

In determining LUPP map changes, it is important to consider the interface between adjacent uses. In this case, however, the change is bringing the map in line with the existing land use. **The subject 15 acres functions today as if it were General Industrial. The proposed change will align the use with the map.**

A proposed change in designation away from residential and to industrial should consider the reduction of land available for future dwellings. **Staff considers it unlikely that these 15 acres will develop into a residential use due to the proximity of substantial operations of the mine and because of the considerable work needed to alter the property for homes.** As the subject property is over a mile (by road) from the nearest city limit at Ada Hayden Heritage Park, it is unlikely to be annexed. **The City has no specific interest or policy on the preservation of rural areas for residential development that would warrant retaining the designation on this property. Expansion of the designation to include existing mining operations can be found consistent with the AUPP.**

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission reviewed this request on May 20, 2020, and voted 6-0 to recommend that the City Council approve the request to amend the Ames Urban Fringe Plan Land Use Map for approximately 15 acres of land located at 831 E. Riverside Road, from Rural Transitional Residential to General Industrial, as depicted in *Attachment B*.

ALTERNATIVES:

1. Approve an amendment to the Ames Urban Fringe Plan Land Use Framework Map land use designation of approximately 15 acres of land located at 831 E. Riverside Road, from Rural Transitional Residential to General Industrial, as depicted in *Attachment B*.
2. Deny the proposed amendment to the Ames Urban Fringe Plan Land Use Framework Map land use designation of approximately 15 acres of land located

at 831 E. Riverside Road, from Rural Transitional Residential to General Industrial, as depicted in *Attachment B*.

3. Refer this request back to staff or the applicant for more information.

CITY MANAGER’S RECOMMENDED ACTION:

The proposed change to the AUFP will result in the mapped use aligning with the existing use. No changes are proposed to the property and the map change will match existing conditions. There are no policies indicating a need to preserve rural residential opportunities in this area at the expense of accommodating the existing mining operations.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1, which is to approve an amendment to the Ames Urban Fringe Plan Land Use Framework Map land use designation of approximately 15 acres of land located at 831 E. Riverside Road, from Rural Transitional Residential to General Industrial, as depicted in *Attachment B*.

ADDENDUM

The AUPP designation of the property is currently Rural Transitional Residential. The existing use is scale house. The RTS designation is designed “to transition seamlessly into adjacent rural residential and agricultural land uses.” This designation is shared by the land to the west and south.

The proposed AUPP designation is General Industrial, described as applying “to the existing surface operation that supports... subsurface mineral extraction.” The Martin Marietta mine is the only land in the AUPP designated General Industrial.

The applicant submitted a brief statement outlining the request. (*Attachment C*)

Ames Urban Fringe Plan Goals and Objectives:

Staff finds that the proposed amendment meets the following policies found in the AUPP:

General Industrial Policy 1: Locate this use designation in the area that can best support the extraction of the existing mineral resource and has access to roads and highways needed to transport its products. The extent of the area accommodates the needs of the operation and the need to limit negative impacts on other surrounding established uses.

Staff Comments: The subject property is already supporting the mineral extraction. No change in use is proposed by the applicant.

Goal 1.3 (Additional Policies for All Areas): To provide adequate opportunities for commercial and industrial development.

Policy 1.3.2: Ensure an adequate supply of industrial land resources. Locate agricultural-based industrial services in unincorporated areas that provide the most economical and efficient access to the agricultural industry. Locate large industrial services/land uses strategically within the communities or in commercial areas designated in the Framework Map.

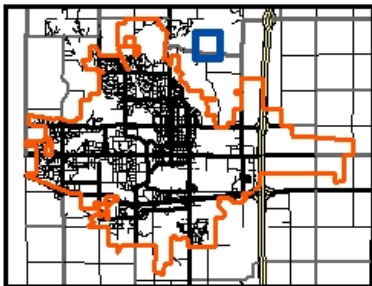
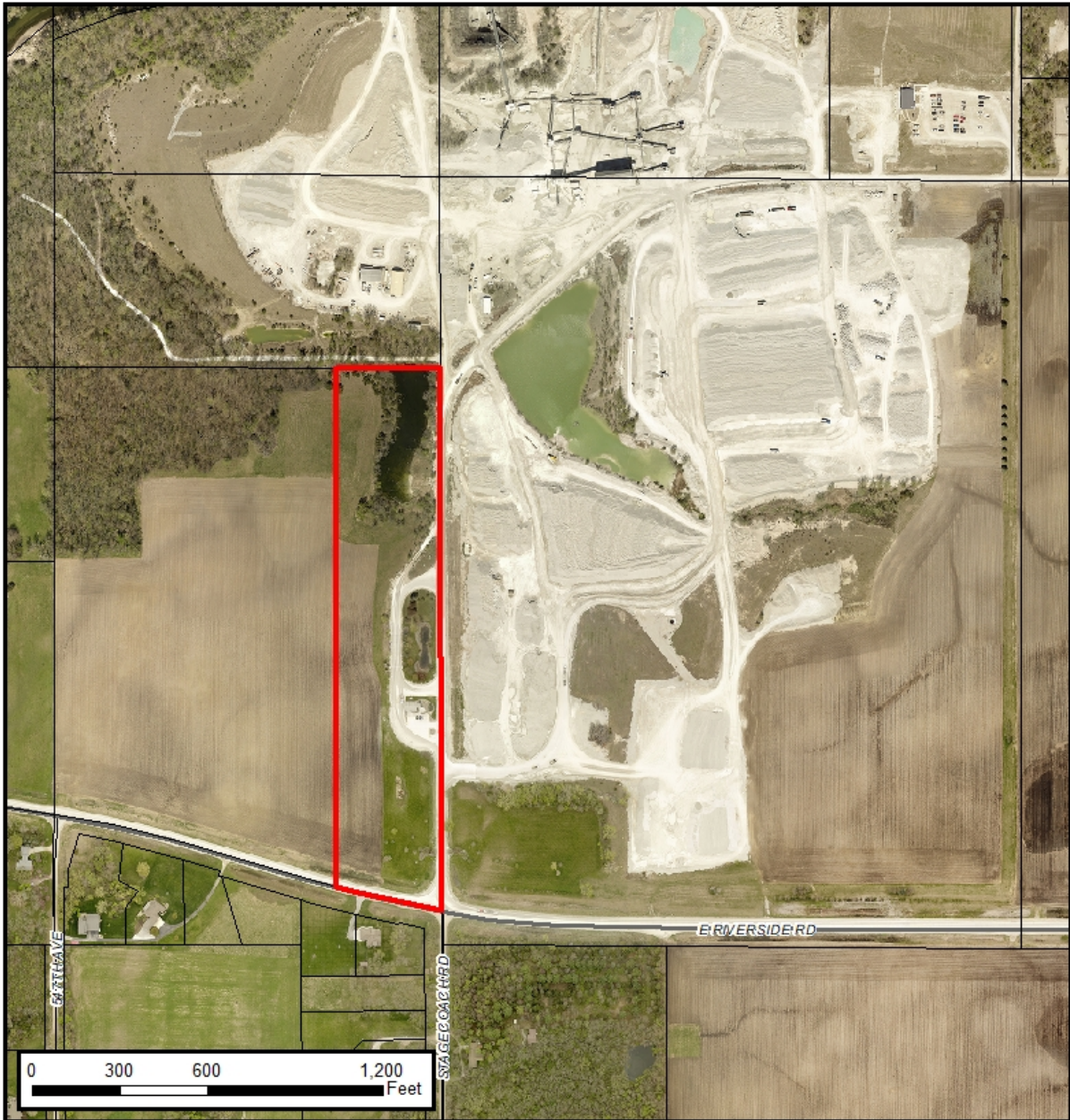
Staff Comments: The change will ensure that the existing industrial use continues. The likelihood of this land being used for residential purposes is very small. Staff is not concerned about a loss of future residential land in the urban fringe.

Additional Considerations:

In reviewing the application, staff finds it logical to amend the mapped use to meet the current use. The possibility of the land being used for residences is remote, as extensive work would need to be done to prepare the site for such construction. Staff also does not think it likely that the loss of 15 acres of residentially designated land adjacent to mining operations will adversely affect the orderly planning and expansion of the City of Ames into its urban fringe. This area is not part of an expansion area for Ames Plan 2040.

The site has utilities and road access, and no investment from the City is required.

Attachment A: Location Map

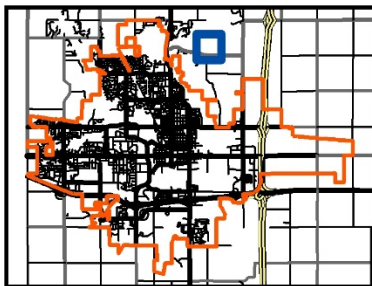
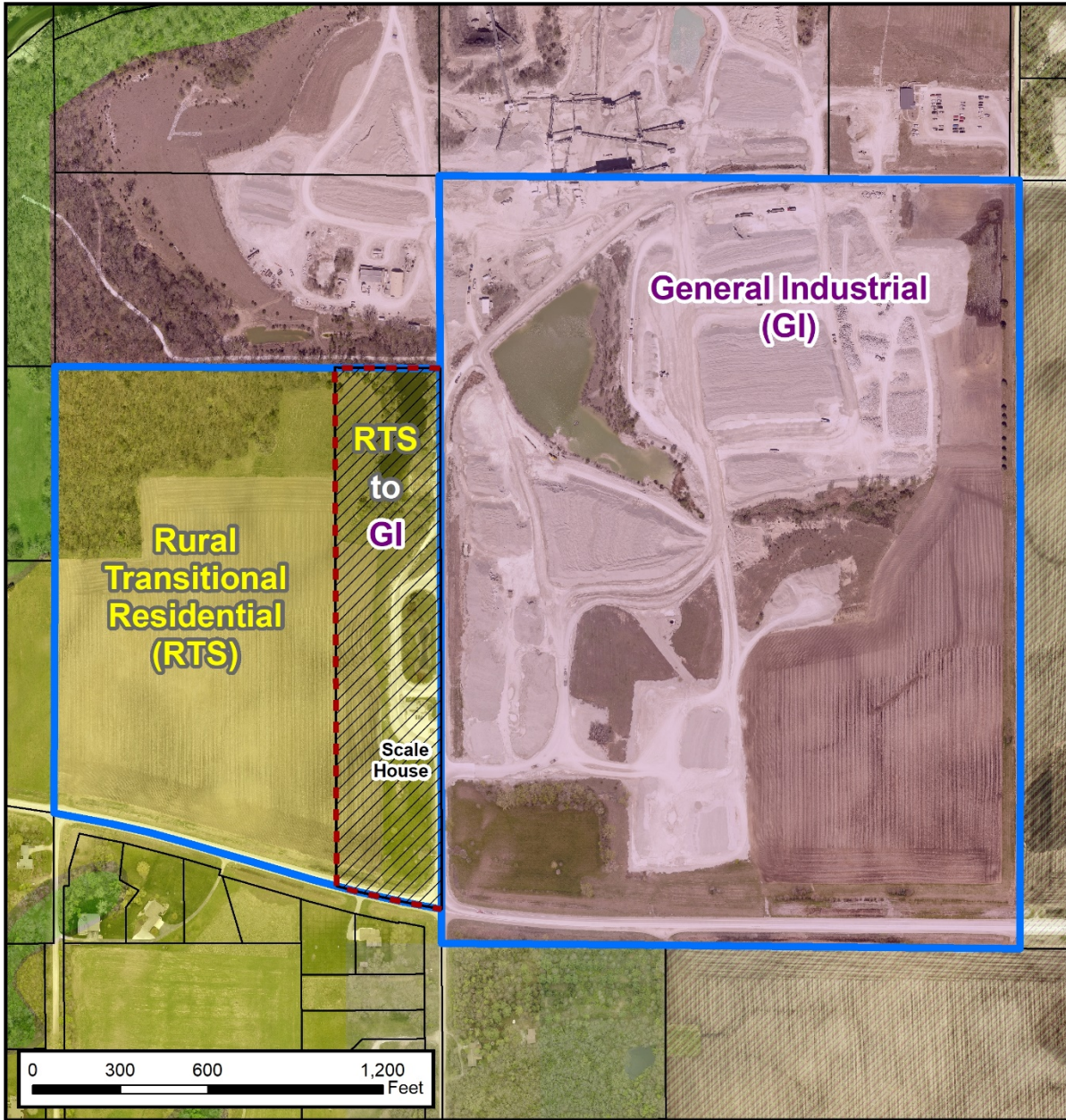


831 E. Riverside Road




 Requested Land Use Designation Change



Attachment B: Designation Change Exhibit



Land Use Designations for 831 E. Riverside Road

-  Existing Parcels
-  Proposed Parcel Boundary
-  Requested Land Use Designation Change



Attachment C: Applicant Statement

Request for LUPP Map Change

Property Owner: Bishop Farms

Property Location: Part of the E1/2, SE1/4 Section 23-84-24, Story County, Iowa

Parcel ID: 0523400255

Current LUPP Map Designation: Rural Transitional Residential

Proposed LUPP Map Designation: General Industrial (East 15.06 acres only)

1. Explain the consistency of this proposal with the goals and policies set forth in the Land Use Policy Plan:

This map adjustment would serve to bring the current use of the subject property into compliance with the current plan. The site contains a building and facilities that are used in the daily operation of a mining company. This request is being made to satisfy a requirement by Ames Planning staff related to a property boundary line adjustment survey.

2. Demonstrate why the LUPP Map designation for this property should be changed. Explain why the site cannot be reasonably developed under the current designation.

City Planning staff is requiring a change of the LUPP map designation in order to approve the adjustment of a property boundary line since the current use of the property is not consistent with the current map designation. The current use was in place prior to the establishment of the current map boundaries. There are no plans to develop any part of this property.

3. Determine if there is a lack of developable property in the City, which has the same designation as that proposed. If not, explain the need for expanding the amount of land included in the designation proposed for this property.

This request is not for the purpose of changing use for development.

4. As a result of this action, will there be an adverse impact upon:

a. Other undeveloped property in the designation proposed for this site

No impact on remaining undeveloped property

b. Other developed property in the designation proposed for this site, which may be subject to redevelopment/rehabilitation.

No impact on the developed property in this proposed designation

5. Demonstrate that the new designation of the site would be in the public interest. What is the public need or community benefit?

City staff is requiring this map designation change.

Attachment E: Common Goals for the Urban Fringe
(Excerpt from the Ames Urban Fringe Plan)

Common Goals for the Urban Fringe

The six principles discussed in the first section of this report guide the cooperation to plan and manage land uses in the Ames Urban Fringe, including intergovernmental coordination, prime agricultural land preservation, targeted growth, growth management, transitional land uses, and environmental protection. These principles are embodied in the following goals for the Urban Fringe.

Common Goal 1.1

To provide a balanced mix of land uses that is arranged to avoid conflicts and to maximize efficient delivery of municipal and county services and facilities.

Common Goal 1.2

To prevent premature development and preserve the most high value farmland in appropriate locations.

Common Goal 1.3

To provide a variety of housing opportunities in the Ames Urban Fringe in appropriate locations.

Common Goal 1.4

To provide adequate opportunities for commercial and industrial development in appropriate locations.

Common Goal 1.5

To coordinate development decisions with the efficient provision of public facilities and services.

Common Goal 1.6

To protect and preserve sensitive natural resources, including floodplains, woodland areas, wetlands, and other sensitive natural areas.

Common Goal 1.7

To secure a system of public and private open spaces throughout the Ames Urban Fringe that serves as a visual and recreational amenity.

Attachment F: Rural/Urban Transition Area
Key Issues and Goals
(Excerpt from the Ames Urban Fringe Plan)

Rural/Urban Transition Area

The Rural/Urban Transition Area is to accommodate rural development that can also be accommodated within municipal jurisdiction at some time, perhaps beyond the life of the Plan. This area coordinates public preferences for broad choices in rural development with orderly and efficient future transition between land uses within municipal limits and unincorporated areas. These areas are not necessarily expected to be developed under sole municipal jurisdiction during the life of the Plan, but because of their proximity and/or juxtaposition in relation to city limits, development of these areas must be carefully orchestrated to be compatible with city development patterns.

Key Issues and Goals for Rural/Urban Transition Area

The Rural/Urban Transition Area represents a critical intersection of county and city land use policies. It is here that the greatest potential for conflict among cooperating communities exists, and also where the greatest potential for public frustration over a non-unified planning approach exists.

Lands in the Rural/Urban Transition Area, if developed appropriately, can contribute to efficiently meeting the needs of the City of Ames and City of Gilbert to grow, while also helping to meet the market demand for larger residential lots in a rural setting. Lands identified for future industrial or commercial use are also included in the Rural/Urban Transition Area, but not all of this land will be utilized this way in the near future. Until such time that conversion of these land resources is justified, land in the Rural/Urban Transition Area designated for industrial or commercial uses is best maintained for agricultural production.

Because of the dual role of land in the area, the Rural/Urban Transition Area becomes the center stage for cooperative planning among the City of Ames, City of Gilbert, Story County, and Boone County. All have strong interests in the land use of the area, and may therefore seek to apply differing policies at different times, depending on the location of proposed development. Therefore, a clear outline of split jurisdictional responsibilities, shared goals, and clear expectations are needed.

Land Use

The Rural/Urban Transition Area is intended to create as smooth a transition as possible between rural and urban areas. Residential land uses occur, in some cases, at a density more typical of rural areas, while in other areas where city expansion is more likely in the near future, residential density is more typical of an urban area. Likewise, urban infrastructure standards may be applied in certain critical areas, while other areas are subject only to the minimum urban standards necessary to smooth potential transition into city limits in the distant future.

Water and Wastewater

The provision of water and wastewater services in the Rural/Urban Transition Area will need to be carefully orchestrated to ensure that the needs of all cooperating communities are met, while unnecessary expenditures on urban-type services are eliminated where urban expansion is not anticipated in the near future. In certain areas, the installation of dry sewer and water services may be necessary to ease the future rural-to-urban transition of development. Annexation and development agreements may also be necessary.

Transportation

The existing county road systems that include dirt, gravel, and hard-surfaced roads, will continue to be utilized within the Rural/Urban Transition Area. Boone and Story County shall have a limited paving program and generally will not pave roads or add new roads in this area unless and until traffic volume increases indicate the need to improve the system in order to provide safe roads. However, developer-funded additions to the road system are probable in keeping with city and county subdivision improvement standards. System expansions must be done within the fiscal means of the county and should provide flexibility to evolve as needs and technology change. The location and design of new facilities should be compatible with the Cities of Ames and Gilbert street networks and transportation plans. Street systems shall protect the character of existing areas. Transportation system planning is an on-going process that should be flexible, but comprehensive, open to public participation, and long-term focused.

Public Facilities and Services

Development within the Rural/Urban Transition Area should not expect the same level of public facilities and services as the urban growth areas of the City of Ames and City of Gilbert. New public facilities and services are likely to be built and provided in the urban growth areas as the cities develop. Services shall be provided as the density of population increases, making the provision for services efficient and cost-effective. In rural areas, the affected county will maintain its existing levels of law enforcement and emergency services.

In addition to the goals stated above for all areas, the following goals guide planning and management of land use in the Rural/Urban Transition Area.

RUTA Goal 3.1

Provide for strategically located development in portions of the Urban Fringe that will not be served by the City of Ames or City of Gilbert in the time horizon of the Ames Urban Fringe Plan.

RUTA Goal 3.2

To prepare non-agricultural development for efficient rural-to-urban transition.

RUTA Goal 3.3

To ensure that new development has safe and adequate water and wastewater service and other adequate facilities and that there is sufficient space for these facilities to be improved so that they may become public facilities.

RUTA Goal 3.4

To maintain the rural character of the surrounding countryside.

RUTA Goal 3.5

To maintain the county road system and effectively incorporate new subdivision roads and other system expansions in the existing and planned road system.

Attachment G: Rural Transitional Residential & General Industrial Key Policies

Rural Transitional Residential (RTR)

Areas designated Rural Transitional Residential are located in areas where urban infrastructure may not be in place for a time period beyond the Ames Urban Fringe Plan planning horizon. Rural Transitional Residential development is designed to transition seamlessly into adjacent rural residential and agricultural land use, providing buffers where necessary to separate residences from particularly intense or noxious agricultural activities. Residential densities with this designation are between rural densities and urban densities.

RTR Policy 1: This land use designation includes all single-family and two-family residential land uses/developments that involve average net densities between one unit per acre and 3.75 units per acre. (Relates to RUTA Goal 3.2)

RTR Policy 2: Strategically locate Rural Transitional Residential land uses in areas where they can provide for an orderly and efficient future transition between land uses within the likely future extent of municipal limits and the unincorporated area. (Relates to RUTA Goal 3.2)

RTR Policy 3: Encourage clustering of residential sites within these land areas to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services. (Relates to RUTA Goal 3.2, 3.4)

RTR Policy 4: Depending on location, density of units, size of lots, timing of development, development design, clustering of proposed sites, or other considerations, require full urban infrastructure standards. If the City does not require these improvements to be installed at the time of subdivision, require infrastructure assessment agreements. (Relates to RUTA Goal 3.2, 3.3, 3.5)

RTR Policy 5: Any decentralized wastewater treatment facilities, wells and supporting infrastructure shall meet IDNR, county, and city standards. Other rural development standards may be acceptable on a case-by-case basis. Require agreements that if and when the property is annexed to a city, the land developer and/or landowner shall be responsible for the full cost of abandoning the rural systems and connecting to urban infrastructure. (Relates to RUTA Goal 3.2, 3.3)

RTR Policy 6: Make provisions to protect environmental resources, environmentally sensitive areas and adjacent Natural Areas. (Relates to RUTA Goal 3.4)

RTR Policy 7: Require annexation agreements and developer agreements in instances of new development that is particularly intense, or that occurs in certain critical locations. (Relates to RUTA Goal 3.2)

RTR Policy 8: Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge according to IDNR and city standards. (Relates to RUTA Goal 3.4)

General Industrial (GI)

This designation applies to the existing surface operation that supports the subsurface mineral extraction in the Agricultural/Subsurface Mining land use designation.

GI Policy 1: Locate this use designation in the area that can best support the extraction of the existing mineral resource and has access to roads and highways needed to transport its products. The extent of the area accommodates the needs of the operation and the need to limit negative impacts on other surrounding established uses.

GI Policy 2: Water, wastewater systems and other infrastructure meet IDNR and county standards. At the time that surface activities for mineral resource extraction need to be expanded, required appropriate permits and rezoning may be to regulate these surface operations.

COUNCIL ACTION FORM

SUBJECT: ELECTRIC MARKET PARTICIPANT SERVICES SOFTWARE

BACKGROUND:

Electric Services provides energy to most of the residents in Ames. Energy that is not produced by the City's local electric generation or received from the long-term wind contract is purchased through a regional organization called the Midcontinent Independent System Operator (MISO). Energy is purchased on a day-ahead and real-time basis, to match customer's electric requirements with energy production. To accomplish this, sophisticated software is needed to balance electric load forecasting information, wind production forecasts, and generation pricing to create the right balance of local generation and market purchases.

This action involves a subscription for market-specific software that provides the necessary platform, tools, and functionality to enable staff at Electric Services to transact and communicate with the MISO Energy Market. This software will enable Electric Services to market, schedule, and manage the City's load (the electrical demand needed by its customers) and its wind generation in MISO. **The use of this software will enable staff to make strategic decisions to optimize the utility's portfolio in the MISO market and provides the critical tools needed by staff to check the accuracy of MISO's complex billing system. Rather than purchasing the software, the City will lease the product.**

This contract is to provide MISO Energy Market software service for the period from July 1, 2020, through June 30, 2023. The contract includes a provision that would allow the City to renew the contract for up to two additional one-year terms.

On January 27, 2020, a Request for Proposal (RFP) document was issued to three firms for proposals. The RFP was advertised on the Current Bid Opportunities section of the Purchasing webpage and was sent to one plan room.

On February 20, 2020, the City received proposals from two firms, which were then sent to a staff committee for evaluation. The staff committee members independently evaluated and scored the proposals based on price, software design, software support, and software training. Each score was based on a scale of 1 to 10. Overall, 1,000 possible points were available cumulatively for each company.

The initial ranking based on the review of the submitted proposals and costs are listed below:

Vendors	Average Score	Fee Proposal for 3 Year Term	Fee Proposal for 5 Year Term
MCG Energy Solutions, LLC Minneapolis, MN	783	\$350,621.25	\$599,221.45
Power Costs, Inc. Norman, OK	743	\$249,000.00	\$435,728.00

Both companies were asked to provide a best and final offer. PCI added an implementation fee in the amount of \$10,800. Both companies modified their pricing as reflected in the chart below.

The firms' combined scores from the written proposal, presentation, and best and final offer were ranked as follows:

Vendors	Average Score	Fee Proposal for 3 Year Term	Fee Proposal for 5 Year Term
MCG Energy Solutions, LLC Minneapolis, MN	804	\$328,476.75	\$561,375.89
Power Costs, Inc. Norman, OK	743	\$259,800.00*	\$433,000.00*

* Year 1, 2 and 3 – Includes \$3,600 per year for implementation fees

Based on the RFP process and the evaluation committee's cumulative scoring, MCG Energy Solutions, LLC received the highest score. **After follow-up interviews with the respondents, reviewing responses to questions, and weighing the overall best value to the City, the evaluation committee recommended that a three-year contract be awarded to MCG Energy Solutions, LLC, Minneapolis, MN in the amount of \$328,476.75.**

Staff is mindful that the proposed award is to the higher cost proposal. It is important to note that while cost is one component of the evaluation process, it is most important that the product selected meets the City's needs. Staff believes the value provided by MCG's proposal far outweighs the \$68,677 3-year cost difference compared to the PCI proposal.

The decision to recommend MCG was based on the following considerations:

- MCG is Electric's current software service provider and staff has been highly satisfied with the performance of its software.

- MCG Energy Solutions provides Electric staff with several highly specialized and custom reports and a critically needed custom dashboard display module designed specifically for Ames' generation and load within its software application at no cost. MCG customized its software for Ames' specific needs and requirements for scheduling the City's wind farm in the MISO market. These custom features utilized by City staff would be lost by switching vendors.
- To move to another provider would take considerable staff time, both at Electric and in the IT group, to reconfigure the complex data communication systems used to share critical operational data. This also impacts Ames' other vendors whose critical services are needed.
- Moving to another provider would require significant training time for City staff involved in the day-to-day use and operation of the software. COVID-19 is significantly impacting day-to-day operations and would make changing providers and completing effective training very challenging. Additionally, switching providers would require an estimated 85 hours of labor to manage the conversion.
- MCG's proposed price of \$8,900 per month during the first year, is \$1,921.44 less than the current monthly fee of \$10,821.44. The proposed price increases at 2.5% each year thereafter.

The approved FY 2020/21 operating budget includes \$150,000 for this software and related support services. For the current year, the City contracts with MCG Solutions, LLC for this service at a cost of \$129,857.25. It is worth noting that the new 3-year agreement with MCG averages \$20,365 less each year than the current agreement. With the additional 2 years, the average is \$17,582 less each year.

ALTERNATIVES:

1. Award a three year contract to MCG Energy Solutions, LLC, Minneapolis, MN, for MISO Market Participant Services in the amount of \$328,476.75. The contract includes a provision that would allow the City, at its option, to renew the contract for up to two additional one-year terms with a required 2.5% increase per year.
2. Award the contract to the other provider that submitted a proposal.

CITY MANAGER'S RECOMMENDED ACTION:

This contract will provide MISO Energy Market software service for Electric Services that assures fixed pricing, continuity of integration and service, and reduced administrative burden. Based on a thorough evaluation of the value provided by each proposal, staff is recommending continuing with the current provider.

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

COUNCIL ACTION FORM

SUBJECT: POWER PLANT BOILER MAINTENANCE SERVICES CONTRACT

BACKGROUND:

On March 10, 2020, City Council approved preliminary plans and specifications for the Power Plant Maintenance Services Contract. The Electric Utility has two gas-fired, high-pressure steam generation units within the City's Power Plant, referred to as Units No. 7 and 8. These units require regular professional maintenance and repair. This consists of both emergency and planned repairs and service. Services include a large variety of boiler maintenance and repairs, structural steel, pump and piping work, and other miscellaneous mechanical Power Plant work.

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

This contract is to provide power plant maintenance services for the period following final City Council approval of contract and performance bond from July 1, 2020 through June 30, 2021. The contract includes a provision that would allow the City to renew the contract for up to four additional one-year terms.

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

On May 13, 2020, bids were received from six companies as shown on the attached bid summary.

Electric Services staff needs additional time to evaluate the bids to determine which one will provide these services at the lowest overall price.


ALTERNATIVES:

1. Accept the report of bids and delay award for the FY 2020/21 Power Plant Maintenance Services Contract.
2. Award a contract to the apparent low bid.
3. Reject all bids and direct staff to rebid.

CITY MANAGER'S RECOMMENDED ACTION:

This work is necessary to ensure that a qualified professional firm will respond to both scheduled and emergency needs for boiler repair and maintenance and will also control costs by having established billing rates. Funds will be expended only as work is required and in accordance with approved invoices.

By choosing Alternative No. 1, staff will have enough time to evaluate each bid to ensure the City receives these services at the best price from a well-qualified bidder. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 as stated above.

		2020-106 Power Plant Maintenance Services Contract Bid Summary																	
		TEI Construction Services, Inc. Duncan, SC			Plibrico Company, LLC, Omaha, NE			Capital City Boiler & Machine Works, Inc Des Moines, IA			Weitz Industrial, LLC Rapids, IA			Cedar API Solutions Marshalltown, IA			S.T. Cotter Turbine Services, Inc. Clearwater, MN		
LABORER:		Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Day	Journeyman	\$43.64	\$65.34	\$65.34	\$45.98	\$61.06	\$76.14	\$75.00	\$100.00	\$135.00	\$51.38	\$68.49	\$85.59	\$42.00	\$55.00	\$69.00			
	Foreman	NA	NA	NA	\$47.48	\$63.24	\$78.99	\$75.00	\$100.00	\$135.00	\$52.75	\$70.50	\$88.25						
	General	NA	NA	NA	\$48.23	\$64.32	\$80.42	\$75.00	\$100.00	\$135.00	\$54.12	\$72.51	\$90.91						
	Superintendent	NA	NA	NA	NA	NA	NA	\$75.00	\$100.00	\$135.00	\$71.07	\$92.66	\$117.49						
Night	Journeyman	\$43.64	\$65.34	\$65.34	\$45.98	\$61.06	\$76.14	\$75.00	\$100.00	\$135.00	\$51.38	\$68.49	\$85.59	\$46.20	\$60.50	\$75.90			
	Foreman	NA	NA	NA	\$47.48	\$63.24	\$78.99	\$75.00	\$100.00	\$135.00	\$52.75	\$70.50	\$88.25						
	General	NA	NA	NA	\$48.23	\$64.32	\$80.42	\$75.00	\$100.00	\$135.00	\$54.12	\$72.51	\$90.91						
	Superintendent	NA	NA	NA	NA	NA	NA	\$75.00	\$100.00	\$135.00	\$71.07	\$92.66	\$117.49						
NOTE:		See exception A for night shift						night shift - 6.5 hrs of work for 8 hrs of pay											
MILLWRIGHT		Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Day	Journeyman	\$57.35	\$86.87	\$86.87	\$65.57	\$86.05	\$106.52	\$85.00	\$110.00	\$145.00	\$60.30	\$79.74	\$99.17	\$75.00	\$110.00	\$140.00	\$87.64	\$115.28	\$142.93
	Foreman	\$61.92	\$94.04	\$94.04	\$67.05	\$88.20	\$109.35	\$85.00	\$110.00	\$145.00	\$62.98	\$83.71	\$104.43	\$80.00	\$115.00	\$145.00	\$91.18	\$120.54	\$149.90
	General	\$94.36	\$136.04	\$136.04	\$70.01	\$92.51	\$115.01	\$85.00	\$110.00	\$145.00	\$64.32	\$85.69	\$107.06				\$93.66	\$124.22	\$154.78
	Superintendent	\$105.02	\$152.78	\$152.78	NA	NA	NA	\$85.00	\$110.00	\$145.00	\$91.86	\$117.66	\$146.94				\$178.25	\$267.38	\$356.50
Night	Journeyman	\$57.35	\$86.87	\$86.87	\$65.57	\$86.05	\$106.52	\$85.00	\$110.00	\$145.00	\$63.28	\$84.17	\$105.05	\$78.50	\$115.00	\$147.00	\$88.35	\$116.33	\$144.32
	Foreman	\$61.92	\$94.04	\$94.04	\$67.05	\$88.20	\$109.35	\$85.00	\$110.00	\$145.00	\$65.97	\$88.14	\$110.31	\$84.00	\$121.00	\$152.00	\$91.89	\$121.59	\$151.29
	General	\$94.36	\$136.04	\$136.04	\$70.01	\$92.51	\$115.01	\$85.00	\$110.00	\$145.00	\$67.31	\$90.12	\$112.94				\$94.37	\$125.27	\$156.17
	Superintendent	\$105.02	\$152.78	\$152.78	NA	NA	NA	\$85.00	\$110.00	\$145.00	\$94.85	\$122.09	\$152.81				\$178.25	\$267.38	\$356.50
NOTE:		See Exception C for night shift																	
STEAMFITTER		Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Day	Journeyman	\$57.35	\$86.87	\$86.87	\$76.95	\$109.41	\$141.83	\$85.00	\$110.00	\$145.00	\$75.16	\$99.89	\$124.73	\$75.00	\$110.00	\$140.00			
	Foreman	\$61.92	\$94.04	\$94.04	\$85.22	\$121.49	\$157.74	\$85.00	\$110.00	\$145.00	\$79.19	\$106.01	\$132.83	\$80.00	\$115.00	\$145.00			
	General	\$94.36	\$136.04	\$136.04	\$87.98	\$125.52	\$163.04	\$85.00	\$110.00	\$145.00	\$81.77	\$109.83	\$137.90						
	Superintendent	\$105.02	\$152.78	\$152.78	NA	NA	NA	\$85.00	\$110.00	\$145.00	\$96.74	\$126.44	\$159.89						
Night	Journeyman	\$57.35	\$86.87	\$86.87	\$85.21	\$121.47	\$157.71	\$85.00	\$110.00	\$145.00	\$80.16	\$107.48	\$134.80	\$78.50	\$115.00	\$147.00			
	Foreman	\$61.92	\$94.04	\$94.04	\$94.73	\$135.38	\$176.01	\$85.00	\$110.00	\$145.00	\$84.70	\$114.20	\$143.71	\$84.00	\$121.00	\$152.00			
	General	\$94.36	\$136.04	\$136.04	\$97.91	\$140.03	\$182.14	\$85.00	\$110.00	\$145.00	\$87.53	\$118.40	\$149.27						
	Superintendent	\$105.02	\$152.78	\$152.78	NA	NA	NA	\$85.00	\$110.00	\$145.00	\$103.61	\$136.65	\$173.46						
NOTE:																			
PIPEFITTER		Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Day	Journeyman	\$57.35	\$86.87	\$86.87	\$76.95	\$109.41	\$141.83	\$85.00	\$110.00	\$145.00	\$75.16	\$99.89	\$124.73	\$75.00	\$110.00	\$140.00			
	Foreman	\$61.92	\$94.04	\$94.04	\$85.22	\$121.49	\$157.74	\$85.00	\$110.00	\$145.00	\$79.19	\$106.01	\$132.83	\$80.00	\$115.00	\$145.00			
	General	\$94.36	\$136.04	\$136.04	\$87.98	\$125.52	\$163.04	\$85.00	\$110.00	\$145.00	\$81.77	\$109.83	\$137.90						
	Superintendent	\$105.02	\$152.78	\$152.78	NA	NA	NA	\$85.00	\$110.00	\$145.00	\$96.74	\$126.44	\$159.89						
Night	Journeyman	\$57.35	\$86.87	\$86.87	\$85.21	\$121.47	\$157.71	\$85.00	\$110.00	\$145.00	\$80.16	\$107.48	\$134.80	\$78.50	\$115.00	\$147.00			
	Foreman	\$61.92	\$94.04	\$94.04	\$94.73	\$135.38	\$176.01	\$85.00	\$110.00	\$145.00	\$84.70	\$114.20	\$143.71	\$84.00	\$121.00	\$152.00			
	General	\$94.36	\$136.04	\$136.04	\$97.91	\$140.03	\$182.14	\$85.00	\$110.00	\$145.00	\$87.53	\$118.40	\$149.27						
	Superintendent	\$105.02	\$152.78	\$152.78	NA	NA	NA	\$85.00	\$110.00	\$145.00	\$103.61	\$136.65	\$173.46						
NOTE:																			
TRAVEL & SUBSISTENCE																			
Description		Rate			Rate			Rate			Rate			Rate			Rate		
Subsistence:																			
Supervisors		\$140 (and GF) TEiC pays for 7 days per week			\$125.00			\$100.00			\$125.00			\$0.00			\$187.00		
Craft		\$120 (all others except laborers do not get any and TEiC pays for 7 days per week)			\$75.00			\$100.00			\$125.00			\$0.00			\$170.00		
Travel & Mileage																			
Supervisor travel		see attached T&M labor rate sheet			JOURNEYMAN ST RATE			\$85.00			\$55.00			\$0 for 1 trip to site per day			\$178.20		
Supervisor mileage		\$.56 per mile for 1 round trip each job, from home to Ames			\$.75 per mile			\$1.00 per mile			no milage chg, truck cost will be billed per the attached and fuel usage will be billed at cost plus fee			\$0.80 per mile 1/2 ton truck and additional rider			\$57.70		
Craft travel		see attached T&M labor rate sheet			ONLY IF APPLICABLE AT CRAFT JOURNEYMAN RATE			\$75.00			\$45.00 per hour if over 90 miles away			\$0 for 1 trip to site per day			\$87.64		
Craft mileage		\$.56 per mile for 1 round trip each job, from home to Ames (laborers do not receive any)			If local (within 50 miles) no travel or milage, unless requested to haul equipment or tools in their personal vehicle			\$1.00 per mile			no milage chg, truck cost will be billed per the attached and fuel usage will be billed at cost plus fee			\$1.00 per mile 3/4 ton truck and additional rider			\$57.70 per mile		
Deliveries																			

Travel	RENTAL RATE + GAS RECEIPT	LABORER JOURNEYMAN RATE	\$75.00	\$69.00	Rate per above (hourly)	\$87.64
Mileage	\$1.50 per mile for 1 round trip per job (small tool trailer)	\$1.00 per mile	\$1.00	no chg. included in travel rate	\$1.00 per mile pick-up truck and add \$1.00 per mile for trailer	\$3.55
MISC.						
Description	Rate	Rate	Rate	Rate	Rate	Rate
Safety supplies & equipment	COST + 10%	COST + 10%	COST + 1 5%	COST + 10%	COST + 5%	COST + 10%
Miscellaneous materials & consumables	COST + 10%	COST + 10%	COST + 20%	COST + 10%	COST + 15%	COST + 10%
Labor	NA	based on Craft contracts	5% RENEWAL PER YEAR	3% RENEWAL PER YEAR	3% RENEWAL PER YEAR	3% RENEWAL PER YEAR
Travel & Subsistence	2% RENEWAL PER YEAR	0% RENEWAL PER YEAR	0% RENEWAL PER YEAR	0% RENEWAL PER YEAR	N/A	3% RENEWAL PER YEAR
Equipment & Tools	2% RENEWAL PER YEAR	0% RENEWAL PER YEAR	0% RENEWAL PER YEAR	0% RENEWAL PER YEAR	2% RENEWAL PER YEAR	3% RENEWAL PER YEAR
		Contracts with crafts valid until January 1, 2021 and June 1, 2021.				

ITEM#: 50
DATE: 05-26-20

COUNCIL ACTION FORM

SUBJECT: FY 2020/21 AIRPORT IMPROVEMENTS (ELECTRICAL VAULT & LIGHTING PROJECT)

BACKGROUND:

In FY 2020/21 of the Airport Improvements Program of the Capital Improvements Plan, a project is shown to replace the old runway/taxiway lighting regulators (currently located in the basement of the old terminal building) and relocate them to an above-ground vault. The original budget for that project was \$397,600 and was planned to require a 10% local match coming from the Airport Construction Fund. Local funds were estimated to be \$39,800 (attachment 1 – map of base bid).

However, as part of the CARES Act, the FAA will now be providing 100% of the project funding (no local match). The FAA may also grant additional funds for two bid alternates to replace failing portions of Taxiway A lighting. Taxiway A runs parallel to the main Runway 01/19. Bid alternates A and B are what is referred to in the 2021/22 CIP as “Phase 2” Electrical Lighting and are the southern and northern portions respectively of Taxiway A (attachment 2 – map of bid alternates). That project was also budgeted to have a local match of 10% of the total project cost, which was estimated to be \$28,900 (Total = \$289,000).

Therefore, not only will the additional Federal aid allow the Airport to accelerate the construction of its two highest priority projects, it is expected to lessen the burden on local funding by approximately \$55,726.

On Wednesday, May 20, 2020, bids were received as follows:

Bidder	Base Bid	Bid Alternate A	Bid Alternate B	Totals
Kimery Electric	\$255,747.00	\$91,821.00	\$99,487.60	\$447,055.60
Van Maanen Electric, Inc.	\$250,857.40	\$94,044.99	\$103,017.66	\$447,920.05
Voltmer, Inc.	\$226,316.50	\$112,091.50	\$119,827.40	\$458,235.40
K&W Electric, Inc.	\$272,336.50	\$128,780.00	\$139,924.00	\$541,040.50
<i>Engineer's Estimate</i>	<i>\$255,257.50</i>	<i>\$158,673.00</i>	<i>\$182,432.00</i>	<i>\$596,362.50</i>

Engineering and construction inspection serves are estimated at \$110,200, which brings the total estimated project cost to \$557,255.60.

ALTERNATIVES:

1. a) Accept the report of bids for the 2020/21 Airport Improvements (Electrical Vault & Lighting Project).
 - b) Approved the final plans and specifications for the 2020/21 Airport Improvements (Electrical Vault & Lighting Project) with inclusion of Addendum 1.
 - c) Award the total of the Base Bid, Bid Alternate A, and Bid Alternate B for the 2020/21 Airport Improvements (Electrical Vault & Lighting Project) to Kimrey Electric of Urbandale, IA, in the amount of \$447,055.60, conditional upon receipt of an approved FAA grant for each portion of the project.
2. Reject the project.

CITY MANAGER’S RECOMMENDED ACTION:

By awarding this contract, the City will move forward with the replacement of outdated lighting controls and failing taxiway lighting at the Airport. This will help ensure the ongoing high safety standards and quality of the facility currently seen at the Airport through leveraging federal funds.

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

Attachment 1: Base Bid (Electrical Vault)



Attachment 2: Bid Alternates A & B Construction Areas (Taxiway A Lighting)



ITEM # 51
DATE: 05-26-20

COUNCIL ACTION FORM

SUBJECT: ELECTRIC DISTRIBUTION PARKING LOT

BACKGROUND:

Electric Distribution, located at 2208 Edison Drive, has budgeted the replacement of the parking and driveway areas. This area was resurfaced approximately 10 years ago but is showing advanced deterioration due to the nature of Distribution's work involving heavy truck loads and truck traffic on the areas. There is also a wooden retaining wall that is rotting away and could lead to erosion issues in the parking area.

After reviewing the current surface conditions, it was decided to remove the existing parking lot and to replace it with new concrete. This work will also include walkways next to the building and will be designed for handicap access. The wooden retaining wall will be removed and be replaced with a concrete block retaining wall through this contract.

On Wednesday, May 20, 2020, bids were received as follows:

Bidder	Base Bid
<i>Engineer's Estimate</i>	<i>\$271,451.00</i>
Con-Struct, Inc.	\$218,003.80
Jensen Builders	\$243,058.19
Manatts Inc.	\$270,599.25
Absolute Concrete Construction	\$276,945.00
TK Concrete Inc.	\$290,263.75
Keller Excavating, Inc.	\$313,414.65

Engineering costs are estimated at \$41,000. The total cost of the low bid and engineering costs is therefore \$259,003.80. This project is shown in the Capital Improvements Plan in Fiscal Year 2020/21 in the amount of \$320,000.

ALTERNATIVES:

1. a) Accept the report of bids for the Electric Distribution Parking Lot.
 - b) Approve the final plans and specifications for the Electric Distribution Parking Lot.
 - c) Award the Electric Distribution Parking Lot to Con-Struct, Inc. of Ames, Iowa, in the amount of \$218,003.80.
2. Award the contract to one of the other bidders.
3. Reject the project.

CITY MANAGER'S RECOMMENDED ACTION :

The parking lot at this facility is in poor condition. By proceeding with this project, the parking lot will not require as much maintenance and be able to handle the heavy truck traffic.

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

ITEM # 52
DATE: 5-26-20

COUNCIL ACTION FORM

SUBJECT: FINAL AMENDMENT TO FISCAL YEAR 2019/20 ADJUSTED BUDGET

BACKGROUND:

The Code of Iowa requires that city spending by program not exceed Council approved budget amounts at any time during the year. To maintain compliance, the City of Ames monitors spending against the approved budget, and prepares amendments to the budget several times during the fiscal year. In the fall, a first amendment is prepared to carry over unspent project amounts from the prior fiscal year. The current year budget is amended again as part of the adoption process for the next fiscal year's budget in March.

A final spring amendment is done to adjust for any significant changes that have occurred since the March amendment. This amendment typically is restricted to the early start of CIP projects approved for the following fiscal year, new grants that have been received and their associated project expenses, and any significant changes in CIP projects, operating expenses, or revenues.

The FY 2019/20 Final Amendments, however, are very different. Staff has estimated the potential impact of COVID-19 on City revenues through the end of the 2019/20 fiscal year. In response, City departments identified areas where expenditures could be decreased due to cancelled programs, closed facilities, postponed or cancelled conferences and training, salary savings, and delayed projects or other expenditures.

As a result of this effort, most funds now are projected to end FY 2019/20 with the same fund balances that were projected when the FY 2019/20 adjusted budget was approved in March. There are, however, several exceptions, including the Hotel/Motel Tax Fund, the Parking Fund, and the Ames/ISU Ice Arena Fund.

While the majority of final FY 2019/20 amendments are impacted by the COVID-19 outbreak, the amendments also include some of the more typical adjustments, such as changes to grant revenues and expenses, the early start of FY 2020/21 CIP projects, and the shifting of funding between capital projects.

A summary is attached describing the revenue and expenditure changes by fund. The final Fiscal Year 2019/20 budget includes a net decrease in revenues of \$6,273,682 and a net decrease in expenditures of \$5,768,703.

ALTERNATIVES:

1. Adopt a resolution amending the Fiscal Year 2019/20 budget by decreasing revenues by \$6,273,682 and decreasing expenditures by \$5,768,703.
2. Refer this item back to staff for additional information or other adjustments to the amendments.

CITY MANAGER'S RECOMMENDED ACTION:

Amending the FY 2019/20 budget reflects the revised estimates for revenues and expenditures that have been impacted by COVID-19 as well as other changes due to grants and changes to capital projects.

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

CITY OF AMES, IOWA

2019/20

FINAL AMENDMENTS

2019/20 Final Fund Balances by Fund

	2019/20 Adjusted Fund Balance	2019/20 Final Revenue Change	2019/20 Final Expense Change	2019/20 Net Change	2019/20 Final Fund Balance	Percentage Change from Adjusted
<i>General Fund</i>	9,865,175	(1,610,790)	(1,610,790)	-	9,865,175	0.0%
<i>Special Revenue Funds:</i>						
Local Option Sales Tax	2,061,120	(507,749)	(507,749)	-	2,061,120	0.0%
Hotel/Motel Tax	1,136,131	(759,500)	(651,000)	(108,500)	1,027,631	-9.6%
Road Use Tax	3,571,508	(405,384)	(405,384)	-	3,571,508	0.0%
Animal Shelter Donations Fund	221,292	-	34,116	(34,116)	187,176	-15.4%
City-Wide Housing Programs	473,208	-	(73)	73	473,281	0.0%
CDBG Program	20,594	-	-	-	20,594	0.0%
HOME Program	-	-	-	-	-	-
Employee Benefit Property Tax	-	-	-	-	-	-
Police/Fire Retirement	324,439	-	-	-	324,439	0.0%
Parks & Rec Grants/Donations	898	-	20,000	(20,000)	(19,102)	-2227.2%
Library Direct State Aid	-	-	-	-	-	-
Library Friends Foundation	53,607	-	-	-	53,607	0.0%
Library Future Needs	187,809	-	-	-	187,809	0.0%
Library Grants/Donations	43,423	-	-	-	43,423	0.0%
Utility Assistance	12,388	-	-	-	12,388	0.0%
Miscellaneous Donations	1,737	-	-	-	1,737	0.0%
Developer Projects	226,096	-	-	-	226,096	0.0%
Economic Development	547,166	-	-	-	547,166	0.0%
Tax Increment Financing (TIF)	(329,398)	-	-	-	(329,398)	0.0%
<i>Total Special Revenue Funds</i>	8,552,018	(1,672,633)	(1,510,090)	(162,543)	8,389,475	-1.9%
<i>Capital Project Funds:</i>						
Special Assessments	(517,986)	-	-	-	(517,986)	0.0%
Street Construction	334,969	(900,000)	(900,000)	-	334,969	0.0%
Airport Construction	481,563	-	-	-	481,563	0.0%
Park Development	2,507,069	-	449,845	(449,845)	2,057,224	-17.9%
General Obligation Bonds	451,464	-	(136)	136	451,600	0.0%
<i>Total Capital Project Funds</i>	3,257,079	(900,000)	(450,291)	(449,709)	2,807,370	-13.8%
<i>Permanent Funds:</i>						
Cemetery Perpetual Care	1,017,523	-	-	-	1,017,523	0.0%
Furman Aquatic Center Trust	1,170,468	-	-	-	1,170,468	0.0%
<i>Total Permanent Funds</i>	2,187,991	-	-	-	2,187,991	0.0%

	2019/20 Adjusted Fund Balance	2019/20 Final Revenue Change	2019/20 Final Expense Change	2019/20 Net Change	2019/20 Final Fund Balance	Percentage Change from Adjusted
<i>Enterprise Funds:</i>						
Water Utility	11,797,687	(282,200)	(282,200)	-	11,797,687	0.0%
Water Construction	-	-	-	-	-	
Water Sinking	352,425	-	-	-	352,425	0.0%
Sewer Utility	9,101,740	(479,000)	(479,000)	-	9,101,740	0.0%
Sewer Improvements	-	-	-	-	-	
Sewer Sinking	44,566	-	-	-	44,566	0.0%
Electric Utility	34,639,654	(4,549,597)	(4,549,597)	-	34,639,654	0.0%
Electric Sinking	80,776	-	-	-	80,776	0.0%
Parking	110,700	(289,900)	(283,228)	(6,672)	104,028	-6.0%
Parking Capital Reserve	353,903	(241,509)	-	(241,509)	112,394	-68.2%
Transit Operations	4,899,435	-	91,101	(91,101)	4,808,334	-1.9%
Transit Student Govt Trust	763,053	-	-	-	763,053	0.0%
Transit Capital Reserve	784,144	102,520	-	102,520	886,664	13.1%
Storm Water Utility	1,202,222	-	(35,391)	35,391	1,237,613	2.9%
Storm Water Improvements	-	3,747,450	3,747,450	-	-	
Ames/ISU Ice Arena	179,066	(71,899)	(59,749)	(12,150)	166,916	-6.8%
Ice Arena Capital Reserve	138,173	-	80,000	(80,000)	58,173	-57.9%
Homewood Golf Course	201,450	(44,019)	(44,019)	-	201,450	0.0%
Resource Recovery	345,399	-	(388,643)	388,643	734,042	112.5%
<i>Total Enterprise Funds:</i>	<u>64,994,393</u>	<u>(2,108,154)</u>	<u>(2,203,276)</u>	<u>95,122</u>	<u>65,089,515</u>	<u>0.2%</u>
<i>Debt Service Fund</i>	<u>1,220,541</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,220,541</u>	<u>0.0%</u>
<i>Internal Service Funds:</i>						
Fleet Services	250,000	-	(4,567)	4,567	254,567	1.8%
Fleet Reserve	9,832,775	3,000	33,243	(30,243)	9,802,532	-0.3%
Information Technology	122,544	-	(12,685)	12,685	135,229	10.4%
Technology Reserve	1,971,130	14,895	-	14,895	1,986,025	0.8%
Shared Communications	-	-	-	-	-	
Risk Management	2,733,755	-	(2,699)	2,699	2,736,454	0.1%
Health Insurance	5,594,802	-	(7,548)	7,548	5,602,350	0.1%
<i>Total Internal Service Funds:</i>	<u>20,505,006</u>	<u>17,895</u>	<u>5,744</u>	<u>12,151</u>	<u>20,517,157</u>	<u>0.1%</u>
<i>Totals</i>	<u>110,582,203</u>	<u>(6,273,682)</u>	<u>(5,768,703)</u>	<u>(504,979)</u>	<u>110,077,224</u>	<u>-0.5%</u>

Final Amendment Fund Changes

General Fund

The General Fund's revenues have been decreased by \$1,610,790 to reflect the impact of COVID-19 on City revenues. The revenues most significantly impacted are Hotel/Motel tax receipts (\$759,500), property tax relief revenue provided by Local Option Sales tax (\$278,609), and revenue reductions in Parks and Recreation due to cancelled programs and facility closures (\$460,259). The transfer from the Hotel/Motel Fund for its portion of property tax relief has also been decreased by \$65,100 due to the reduction in projected Hotel/Motel Tax revenue. Other anticipated revenue reductions include Fire revenue received from Iowa State University (\$27,720), fines and copying revenue at the Ames Public Library (\$32,839), Cemetery revenue (\$8,537), and Airport revenue (\$5,250). The projection for Building Permit revenue was increased by \$27,024.

Projected expenditures in the General Fund have been decreased by \$1,610,790. Operating expenditures were reduced by \$632,945, with the largest reduction in Parks and Recreation (\$330,720) due to cancelled programs and closed facilities. The remaining \$302,225 reduction in operating expenditures were spread between all City departments with General Fund funding and consisted largely of salary savings and conference and training savings.

Some specific CIP items that were removed from the budget include the Fire Station 2 relocation study (\$35,000), the Indoor Aquatic Facility study (\$75,000), Auditorium LED stage lights (\$34,000), and the replacement of the front doors at the Library (\$30,000). There were also savings from several completed Fire CIP projects (\$44,345).

Because of the decrease in Hotel/Motel tax revenue, the transfer to the Hotel/Motel Tax fund has also been decreased by \$759,500.

Because of the reductions to both revenues and expenditures, the ending balance for FY 2019/20 is projected to remain at \$9,865,175, the amount included in the FY 2019/20 adjusted budget.

Local Option Sales Tax

Local Option Sales Tax receipts are expected to be reduced by \$464,349. Because of the anticipated decrease in Hotel/Motel Tax receipts, the transfer of those funds to the Local Option Sales Tax fund for community betterment has also been decreased by \$43,400, resulting in an overall decrease to revenue in the Local Option Sales fund of \$507,749.

Expenditures in the fund have also been decreased by \$507,749, resulting in no net change to the projected ending fund balance. The largest estimated reduction is the

transfer of 60% of tax receipts to the General Fund for property tax relief (\$278,609). CIP reductions include unspent funding in the Neighborhood Improvement program (\$36,843), the Downtown Façade Grant program (\$29,150), the Campustown Façade Grant program (\$110,370), Fire Station signage (\$16,245), and the City Hall Improvements program (\$29,532). All of the on-going programs will have a new allocation to the program beginning on July 1.

The only expenditure change in operations is a \$7,000 reduction in the Municipal Band budget. This reduction is for the remainder of FY 2019/20 only.

Hotel/Motel Tax

Hotel/Motel Tax receipts are projected to be reduced by \$759,500.

Corresponding expenditures that were reduced due to the revenue change include the passthrough to the ACVB (\$542,500), the property tax relief transfer to the General Fund (\$65,100), and the community betterment transfer to the Local Option Sales Tax fund (\$43,400).

As a result of the revenue and expenditure changes, the fund balance in the Hotel/Motel Tax fund is projected to be \$108,500 lower than what was approved in the FY 2019/20 Adjusted Budget in March.

Road Use Tax

Road Use Tax revenue is projected to be reduced by \$405,384 for FY 2019/20. Budgeted expenditures have also been reduced by \$405,384 to maintain the fund balance that was approved in the FY 2019/20 Adjusted Budget.

The operational budget supported by Road Use Tax funds was reduced by \$219,617. The largest expenditure reduction was from savings of \$142,987 in the Snow/Ice Control budget. The remaining \$76,630 in operational savings was identified in other Public Works divisions, as well as reductions to allocations of Finance and Human Resource charges.

CIP budget reductions of \$185,767 include a reduction to the Main Street Pavers program (\$165,697) and the Traffic Calming program (\$20,000).

Animal Shelter Donations

Additional funding of \$34,116 has been approved from available donations in the Animal Shelter Donations fund to purchase dog kennels for the Animal Shelter.

City-Wide Housing

Expenditures in the City-Wide Housing fund have been reduced by \$73 to reflect anticipated savings in the fund's allocation of Finance charges.

Parks and Recreation Donations/Grants

Funding of \$20,000 has been added to the budget from available donations for the Homewood Clubhouse project.

Street Construction

Street Construction revenues have been decreased by \$900,000 to reflect MPO funding that wasn't received for the 2019/20 Arterial Streets program for 13th Street. Project expenditures have also been reduced in the budget, resulting in no net change on the projected ending fund balance in the Street Construction fund.

Park Development

Funding of \$449,845 has been added to the budget from available funds in the Park Development fund balance for the Homewood Clubhouse project.

General Obligation Bonds

Expenditures in General Obligation Bond funds have been reduced by \$136 to reflect anticipated savings in the fund's allocation of Finance charges.

Water Utility

Water Utility revenues have been decreased by \$282,200 to reflect the impact of COVID-19 on City revenues. The two areas with projected reductions are in metered charges (\$210,000) and ISU contract sales (\$172,200). These two reductions are partially offset by a \$100,000 IDALS grant received for water improvements that will be included in the Campustown Improvements project.

Expenses in the Water Utility fund have also been reduced by \$282,200 to maintain the projected ending fund balance that was approved in March. Operating expenditure reductions of \$168,380 were identified in W & PC Administration, W & PC Lab Services, Water Treatment Plant Operations, Public Works Administration, Public Works Engineering, and allocations to the Water Utility fund of City Manager, Finance, Legal, and Human Resource charges.

CIP savings were identified in the South Skunk Well Field project (\$100,000) and the Water System Improvements program (\$113,820). Funding of \$100,000 was added for the IDALS grant funding received for the Campustown Improvements project.

Sewer Utility

Sewer Utility revenues have been decreased by \$479,000 to reflect the impact of COVID-19. Projected revenues were decreased in metered charges (\$157,000), ISU contract charges (\$307,000), and FOG surcharge revenue (\$15,000).

Expenses in the Sewer Utility fund have also been reduced by \$479,000 to maintain the projected ending fund balance that was approved in March. Operating expenditure reductions of \$167,287 were identified in W & PC Administration, W & PC Lab Services, Water Treatment Plant Operations, Public Works Administration, Public Works Engineering, and allocations to the Sewer Utility fund of City Manager, Finance, Legal, and Human Resource charges.

CIP savings were identified in the Watershed Nutrient Reduction program (\$120,000) and the Digester Improvements program (\$191,713).

Electric Utility

Electric Utility revenues have been decreased by \$4,549,597 to reflect the impact of COVID-19. The largest change is a projected reduction of \$3,687,500 in metered sales. Other revenue reductions are spread among many revenue classifications including natural gas sales, ISU transmission revenue, and renewable energy credits.

The Electric Utility fund's operating expenses have been decreased by \$3,118,015 to partially offset the revenue reduction. The largest projected expense reduction is in Fuel and Purchased Power, which is projected to be lower by \$2,401,286. Additional operating savings of \$716,340 were identified in Electric Administration, Electric Production, Electric Distribution, Electric Technical Services, and allocations to the Electric Utility fund of City Manager, Finance, Legal, and Human Resource charges.

To balance the revenue reduction, the budget for the Unit 8 Superheat Replacement project was reduced by \$1,431,582. The additional funding needed for this project will be reprogrammed into the Electric CIP as part of the budget process in FY 2020/21.

Parking

Parking revenues are projected to be \$289,900 lower than the revenues included in the 2019/20 Adjusted Budget. The major reductions are in illegal parking revenue (\$82,500),

Downtown meter and parking rental revenue (\$124,950), and Campustown meter and parking rental revenue (\$82,450).

Operational expense reductions of \$41,719 were identified and included in final amendments. The transfer to the Parking Reserve Fund was also reduced by \$241,509 to meet the Parking Fund's target balance of 10% of operating expenses. The net effect on the fund balance is a \$6,672 decrease compared to the FY 2019/20 adjusted budget approved in March.

Parking Capital Reserve

Parking Capital Reserve revenues have been decreased by \$241,509 to reflect the lower transfer from the Parking Fund due to decreased revenue in that fund.

Transit

Operating expenses in the Transit fund have been reduced by \$11,419 to reflect the fund's reduced share of Finance, Legal, and Human Resources allocations.

An additional transfer of \$102,520 from the Transit fund to the Transit Capital Reserve fund has been included. The transfer is for local funding for three new buses that the Transit Board approved from the Transit fund balance.

The net effect of the expense reduction and the additional transfer is a \$91,101 decrease to the Transit Fund balance compared to the FY 2019/20 Adjusted Budget.

Transit Capital Reserve

The Transit Capital Reserve fund's revenues will increase by \$102,520 due to the additional transfer from the Transit fund, which will increase the fund balance by the same amount.

Storm Water Utility

Projected expenses in the Storm Water Utility fund have been decreased by \$35,391. Operating expenses were reduced by \$26,361, mostly in the Storm Water Permit program. CIP savings of \$9,030 were also identified for completed projects.

Storm Water Improvements

Storm Water Improvement revenues have been increased by \$3,747,450 to reflect FEMA grant funding that was received for the River Flooding Mitigation project. The project expense has also been added to the budget, resulting in no net change on the projected ending fund balance in the Storm Water Improvement Fund.

Ames/ISU Ice Arena

Revenues at the Ames/ISU Ice Arena have been reduced by \$71,899 to reflect the facility being closed due to COVID-19. Revenues have been reduced in all categories, including ice rink rental, skate rentals, daily admissions, and concessions.

Expenses reductions of \$59,749 were identified, resulting in a \$12,150 net reduction to the projected ending fund balance.

Ice Arena Capital Reserve

Expense have been increased in the Ice Arena Capital Reserve fund to allow for the early start of two FY 2020/21 CIP projects. Work will begin on the reconstruction of the parking lot (\$75,000) and improvements to the concession/office area (\$5,000).

Homewood Golf Course

Homewood Golf Course's revenues have been reduced by \$44,019 to reflect the later opening and more limited usage of the golf course. Expense reductions of \$44,019 were also identified to keep the projected ending fund balance at the same level.

Resource Recovery

Resource Recovery operating expenses have been reduced by \$77,394. CIP expenses were also reduced by \$311,249, resulting in an increase of \$388,643 to the projected ending fund balance.

Fleet Services

Operating expenses in the Fleet Services fund have been decreased by \$4,567.

Fleet Reserve

Revenues in the Fleet Reserve fund have been increased by \$3,000 for additional funding needed from the Public Works Department for an equipment purchase.

Expenses in the Fleet Reserve fund have been increased by \$33,243 for additional or increased equipment costs. The net effect on the ending fund balance is a reduction of \$30,243.

Information Technology

Operating expenses in the Information Technology fund have been decreased by \$12,685.

Technology Reserve

Revenues in the Technology Reserve fund have been increased by \$14,895 for the transfer of replacement funds from the Police Department for body-worn cameras.

Risk Insurance

Operating expenses in the Risk Insurance fund have been decreased by \$2,699.

Health Insurance

Operating expenses in the Health Insurance fund have been decreased by \$7,548.

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2019-2020 CITY BUDGET**

Form 653.C1

The City Council of Ames in STORY County, Iowa
will meet at City Hall, 515 Clark Avenue, Ames, IA
at 6:00 PM on 5/26/2020
(hour) *(Date)*

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2020
(year)

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	1 30,953,786	0	30,953,786
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes	3 30,953,786	0	30,953,786
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 1,110,876	0	1,110,876
Other City Taxes	6 11,019,093	-1,223,849	9,795,244
Licenses & Permits	7 1,651,604	27,024	1,678,628
Use of Money and Property	8 10,145,460	273,484	10,418,944
Intergovernmental	9 40,806,648	2,542,066	43,348,714
Charges for Services	10 308,690,333	-6,636,066	302,054,267
Special Assessments	11 321,415	0	321,415
Miscellaneous	12 1,217,943	11,362	1,229,305
Other Financing Sources	13 27,434,093	0	27,434,093
Transfers In	14 17,354,144	-1,388,118	15,966,026
Total Revenues and Other Sources	15 450,705,395	-6,394,097	444,311,298
Expenditures & Other Financing Uses			
Public Safety	16 20,721,124	-112,366	20,608,758
Public Works	17 6,513,817	-226,677	6,287,140
Health and Social Services	18 1,490,659	0	1,490,659
Culture and Recreation	19 9,821,663	-376,866	9,444,797
Community and Economic Development	20 6,227,857	-555,649	5,672,208
General Government	21 3,211,419	-96,461	3,114,958
Debt Service	22 12,074,254	0	12,074,254
Capital Projects	23 53,196,535	-1,056,543	52,139,992
Total Government Activities Expenditures	24 113,257,328	-2,424,562	110,832,766
Business Type / Enterprises	25 348,155,613	-2,076,438	346,079,175
Total Gov Activities & Business Expenditures	26 461,412,941	-4,501,000	456,911,941
Transfers Out	27 17,354,144	-1,388,118	15,966,026
Total Expenditures/Transfers Out	28 478,767,085	-5,889,118	472,877,967
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year	29 -28,061,690	-504,979	-28,566,669
Beginning Fund Balance July 1	30 772,342,931	0	772,342,931
Ending Fund Balance June 30	31 744,281,241	-504,979	743,776,262

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

This is the Council-approved amendment per the City Manager's recommendation.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Diane R. Voss

City Clerk/Finance Officer



MEMO

Legal Department

To: Mayor Haila, Ames City Council

From: Mark O. Lambert, City Attorney

Date: May 21, 2020

Subject: Correction of name of ISU Student Government in Ames Municipal Code Chapter 26A (Transit Agency).

On May 12, 2020, the Council directed the City Attorney's office to draft an ordinance to change the name of the Iowa State University (ISU) Student Government in Chapter 26A of the Municipal Code.

Chapter 26A is the Transit Agency chapter and establishes the Board of Trustees of the Ames Transit Authority (CyRide), which includes two student government representatives.

For many years, what is now known as the ISU Student Government was known as ISU Government of the Student Body. The entity changed its name some time ago, but the Ames Municipal Code has not been changed to reflect the current name.

The attached ordinance makes the change to correct the name.

ALTERNATIVES:

1. Approve the ordinance changing the name of the former ISU Government of the Student Body to its current name, ISU Student Government.
2. Do not approve the ordinance and leave the Municipal Code language as it is.

Passing this ordinance is simply updating the name of the ISU Student Government to its current name.

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

ORDINANCE NO.

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING SECTION 26A.3(1)(b)(d) AND ENACTING A NEW SECTION 26A.3(1)(b)(d) THEREOF, FOR THE PURPOSE OF UPDATING THE NAME CHANGE OF ISU GOVERNMENT OF THE STUDENT BODY TO ISU STUDENT GOVERNMENT 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 as follows:

“Sec. 26A.3. QUALIFICATIONS, TERMS OF OFFICE, OATHS AND BONDS, VACANCIES.

(1) The members of the Ames Transit Agency Board of Trustees shall be qualified as follows:

...

(b) One Trustee shall be a Senator of the Iowa State University Student Government (SG), selected by the SG Senate. The term shall be one (1) year.

...

(d) One Trustee shall be a SG representative who is not SG Senator, selected by the President of SG. The term shall be one (1) year.”

...

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