

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
515 CLARK AVENUE
JUNE 8, 2021

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

CALL TO ORDER: 6:00 P.M.

PROCLAMATION:

1. Proclamation proclaiming June 19, 2021, as “JUNETEENTH” in the City of Ames

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 City Council Meeting held May 25, 2021
3. Motion approving Report of Change Orders for period May 16 - 31, 2021
4. Motion certifying Civil Service candidates
5. Motion approving renewal of the following Beer Permits, Wine Permits and Liquor Licenses:
 - a. Class C Liquor License with Catering Privilege & Sunday Sales - Texas Roadhouse, 519 South Duff Avenue, Pending Dram Shop Insurance
 - b. Class C Liquor License with Catering Privilege & Sunday Sales - Jethro’s BBQ, 1301 Buckeye Avenue, Pending Dram Shop Insurance
6. Resolution adopting New and Revised Fees for the City of Ames to be effective July 1, 2021
7. Requests from Youth & Shelter Services for 45th Anniversary Celebration on June 10, 2021
 - a. Motion approving Blanket Vending License
 - b. Motion approving Blanket Temporary Obstruction Permit
 - c. Resolution approving waiver of fee for Blanket Vending License
 - d. Resolution approving suspension of 7 parking meters
 - e. Resolution approving closure of Kellogg Avenue between Main Street and Fifth Street from 3:00 p.m. to 6:45 p.m.
8. Resolution approving contract with ServePro of Ames, Iowa, for Ames City Hall Custodial Services in the amount of \$56,525
9. Resolution awarding contract for Network Wireless Access Points to Carrier Access IT, LC, of Clive, Iowa, in an amount not to exceed \$113,464.70

10. Resolution approving contract renewal with Wellmark for administrative services, specific and aggregate excess insurance, and access fees for health insurance benefits effective July 1, 2021, through June 30, 2022
11. Resolution approving contract renewal with Delta Dental of Iowa to provide administrative services for dental benefits effective July 1, 2021
12. 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 not to exceed \$586,539
13. Resolution approving renewal Safety Services Contract with IAMU in an amount not to exceed \$66,000 for period July 1 through December 31, 2021, and renewal in an amount not to exceed \$66,000 for period January 1 through June 30, 2022
14. Resolution approving extension of the Insurance Broker Services Agreement for Liability Insurance with Knapp Tedesco in the amount of \$38,000 for a period beginning July 1, 2021, through June 30, 2022
15. Resolution accepting extension of Property Brokerage Agreement with Willis of Greater Kansas, Inc., for the period beginning July 1, 2021, through June 30, 2022, in the amount of \$50,000
16. Resolution approving renewal of property insurance program coverage with Willis of Greater Kansas, Inc., for FY 2021/22 at the combined quoted premium of \$814,143
17. Resolution accepting quote for Excess Workers' Compensation Insurance from Holmes Murphy & Associates for coverage with Midwest Employers' Casualty Company, at a renewal premium of \$121,601
18. Resolution approving Agreement with Iowa DOT for Maintenance and Repair of Primary Roads from FY 2021/22 through FY 2025/26
19. Resolution approving Iowa Department of Transportation STBG Federal-aid Swap Funding Agreement regarding 2021/22 Arterial Street Pavement Improvements (North Dakota - Ontario) in the amount of \$900,000
20. Resolution approving Iowa Department of Transportation STBG Federal-Aid Swap Funding Agreement regarding 2021/22 Concrete Street Pavement Improvements (Stange Road -24th Street) in the amount of \$1,600,000
21. Resolution approving the proposed 2021/22 through 2023/24 Intergovernmental Agreement with Metro Waste Authority (MWA) for operation of a satellite Household Hazardous Materials collection and disposal operation at an annual cost of \$82,580.88, and an annual increase for subsequent years based on CPI-U
22. Resolution approving change order increasing the Purchase Order in the amount of \$238,000 to cover the cost of additional tonnage of waste deposited in the Boone County Landfill for Resource Recovery in FY 2020/21
23. Electrical Maintenance Services for Power Plant:
 - a. Resolution approving renewal of contract with Tri-City Electric Company of Iowa of Davenport, Iowa, from July 1, 2021, through June 30, 2022, in an amount not to exceed \$150,000
 - b. Resolution approving Performance Bond
24. Power Plant Motor Repair Contract:
 - a. Resolution approving renewal of contract with Electrical Engineering and Equipment Co., of Windsor Heights, Iowa, from July 1, 2021, through June 30, 2022, in the amount of

- \$35,000
- b. Resolution approving Performance Bond
25. Boiler Tube Spray Coating and Related Services and Supply Contract for Power Plant:
- a. Resolution approving renewal of contract with Whertec, Inc., of Jacksonville, Florida, from July 1, 2021, through June 30, 2022, in an amount not to exceed \$360,000
 - b. Resolution approving Performance Bond
26. Underground Trenching Contract for Electric Services:
- a. Resolution approving renewal of primary contract with Ames Trenching & Excavating of Ames, Iowa, from July 1, 2021, through June 30, 2022, in an amount not to exceed \$200,000
 - i. Resolution approving Performance Bond
 - b. Resolution approving renewal of secondary contract with Zoske Electrical Services, Inc., of Des Moines, Iowa, from July 1, 2021 through June 30, 2022, in an amount not to exceed \$100,000
 - i. Resolution approving Performance Bond
27. Electric Meter Supply:
- a. Resolution approving renewal of Electric Meter Supply Contract to Vision Metering of York, South Carolina, for the purchase of electric meters in Groups 1, 3, and 4, in accordance with unit price bid
 - b. Resolution approving renewal of Electric Meter Supply Contract to Van Wert Company, of Grundy Center, Iowa, for the purchase of electric meters in Groups 2, 5, and 6, in accordance with unit price bid
28. Resolution approving partial completion and reducing financial security for Sunset Ridge, 10th Addition

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

ADMINISTRATION:

29. Progress Report from Sustainability Coordinator regarding FY 2020-21 Activities:
- a. Motion accepting Report
 - b. Resolution approving Contract with Iowa State University for Sustainability Advisory Services from July 1, 2021, through June 30, 2022, in an amount not to exceed \$34,000

ORDINANCES:

30. Third passage and adoption of ORDINANCE NO. 4440 establishing a new Planned Unit Development (PUD) overlay zone within the Zoning Ordinance along with private street standards in the Subdivision Ordinance

HEARINGS:

31. Hearing on Amendments to Series 2017A and Series 2018A Bond Issuance Resolutions:

- a. Resolution approving Amendments to Bond Issuance Resolutions
- 32. Hearing on Ada Hayden Heritage Park Fishing Pier Improvements:
 - a. Resolution reallocating funding in the amount of \$20,753 from Emma McCarthy Lee Park Bridge Project
 - b. Resolution approving final plans and specifications and awarding contract to Woodruff Construction, Inc., of Ames, Iowa, in the amount of \$201,130 for the Base Bid and Alternate #1
- 33. Hearing on 2020/21 Multi-Modal Roadway Program (Vet Med Trail - S. 16th Street) - Pedestrian Hybrid Beacon:
 - a. Resolution approving final plans and specifications and awarding contract to Voltmer, Inc., of Decorah, Iowa, in the amount of \$66,436.66
- 34. Hearing on Master Plan Amendment for 5571 Hyde Avenue (Hayden's Preserve - formerly known as Rose Prairie)[Continued from May 11, 2021, and May 25, 2021]:
 - a. Resolution approving Addendum to Pre-Annexation Agreement
 - b. Resolution approving Master Plan Amendment

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

COUNCIL COMMENTS:

ADJOURNMENT:

**MINUTES OF THE MEETING OF THE AMES AREA
METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION POLICY COMMITTEE AND
REGULAR MEETING OF THE AMES CITY COUNCIL**

AMES, IOWA

MAY 25, 2021

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

Mayor Haila stated that it was impractical to hold an in-person Council meeting due to the COVID-19 pandemic. Therefore, this meeting was 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.

CALL TO ORDER: The Ames Area Metropolitan Planning Organization (AAMPO) Transportation Policy Committee meeting, which was being held electronically, was called to order by Ames Mayor and voting member John Haila at 6:00 p.m. on the 25th day of May, 2021. Other voting members brought into the meeting were: Bronwyn Beatty-Hansen, City of Ames; Gloria Betcher, City of Ames; Amber Corrieri, City of Ames; Tim Gartin, City of Ames; Rachel Junck, City of Ames; David Martin, City of Ames; Linda Murken, Story County Board of Supervisors; and Jacob Ludwig, Transit Board. Jon Popp, Mayor of Gilbert; and Bill Zinnel, Boone County Supervisor, were absent.

HEARING ON THE FY 2022 TRANSPORTATION PLANNING WORK PROGRAM (TPWP): Public Works Director John Joiner explained that this item went before the Committee in March 2021, and received unanimous approval of the draft version. The item was then open for public comment for over a month. There were no public comments. Agency partners were able to review the draft and minimal administrative changes were made based on comments from the agencies.

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

Moved by Betcher, seconded by Ludwig, to adopt RESOLUTION NO. 21-257 approving the Final FY 2022 Transportation Planning Work Program for submission to the Iowa Department of Transportation.

Vote on Motion: 9-0. Motion declared carried unanimously.

HEARING ON AMENDMENT TO THE FFY 2021-2024 TRANSPORTATION IMPROVEMENT PROGRAM (TIP): Public Works Director John Joiner mentioned that this Amendment is to add the Clean Air Attainment Program (ICAAP) grant funding that CyRide received from the Iowa Department of Transportation.

The Mayor opened public comment. It was closed when no one came forward to speak.

Moved by Beatty-Hansen, seconded by Murken, to approve the Amendment to the FFY 2021-2024 Transportation Improvement Program.

Vote on Motion: 9-0. Motion declared carried unanimously.

DRAFT FFY 2022-2025 TRANSPORTATION IMPROVEMENT PROGRAM AND SETTING JULY 13, 2021, AS THE DATE OF PUBLIC HEARING: Transportation Planner Kyle Thompson explained that this item was the Transportation Improvement Program that the Ames Area Metropolitan Planning Organization (AAMPO) is required to develop every year. The Draft Federal Fiscal Year 2022-2025 Transportation Improvement Program (TIP) is the short-range implementation program for federally funded and regionally significant transportation projects. It is important for the projects to be listed in the TIP in order to be eligible to receive federal funds. As part of the process, the AAMPO distributes regional applications for Surface Transportation Block Grant (STBG) funding or Transportation Alternative Program (TAP). There were two STBG applications received and no TAP applications. To maintain fiscal constraints, it was recommended to award \$2,814,000 to the City of Ames for the South 16th Street widening project and to award \$225,000 to CyRide for its vehicle replacement project from the STBG funds. Both projects will be in the FFY 2025. Mr. Thompson mentioned that the next step is a virtual public open house on May 26, 2021 at noon. The public comment period will be open through June and details regarding how to submit comments can be found on the AAMPO website at www.aampo.org. The Policy Committee will hold a final public hearing and take action on approval on July 13, 2021.

Moved by Ludwig, seconded by Junck, to approve the Draft FFY 2022-2025 Transportation Improvement Program and set July 13, 2021, as the date of public hearing.

Vote on Motion: 9-0. Motion declared carried unanimously.

POLICY COMMITTEE COMMENTS: No comments were made.

ADJOURNMENT: Moved by Beatty-Hansen to adjourn the AAMPO Transportation Policy Committee meeting at 6:08 p.m.

MINUTES OF THE REGULAR MEETING OF THE AMES CITY COUNCIL

CALL TO ORDER: Mayor John Haila called the Regular Meeting of the Ames City Council, which was being held electronically, to order at 6:09 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 Trevor Poundstone was also present.

Mayor Haila stated that it was impractical to hold an in-person Council meeting due to the COVID-19 pandemic. Therefore, this meeting was 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.

Mayor Haila announced that the applicant requested to have Item No. 7i: Class E Liquor License with Class B Wine Permit, Class C Beer Permit, Carryout, & Sunday Sales - Wheatsfield

Cooperative, 413 Northwestern to be pulled from the Agenda. Council Member Junck asked to pull Item 20: Resolution awarding contract to Renewable Energy Group of Ames, Iowa, for CyRide fuel purchases from July 1, 2021, through June 30, 2022, in a not-to-exceed amount of \$1,072,500 due to a conflict of interest.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular City Council Meeting held May 11, 2021, and Special City Council Meeting held May 18, 2021
3. Motion approving ownership change for Class E Liquor License with Class B Wine Permit, Class C Beer Permit, Carryout & Sunday Sales - Casey's General Store #2560 3020 S Duff Avenue
4. Motion approving ownership change for Class E Liquor License with Class B Wine Permit, Class C Beer Permit, Carryout & Sunday Sales - Kum & Go #214 111 Duff Avenue
5. Motion approving ownership change for Class E Liquor License with Class B Wine Permit, Class C Beer Permit, Carryout & Sunday Sales - Kum & Go #200 4510 Mortensen Road
6. Motion approving ownership change for Class E Liquor License with Class B Wine Permit, Class C Beer Permit, Carryout & Sunday Sales - Kum & Go #216 203 Welch Avenue
7. Motion approving renewal of the following Beer Permits, Wine Permits and Liquor Licenses:
 - a. Class C Liquor License with Catering Privilege, Class B Wine Permit, Outdoor Service & Sunday Sales - Della Viti, 323 Main Street, **pending DRAM Shop Insurance**
 - b. Class C Liquor License with Outdoor Service & Sunday Sales - Old Chicago Pizza & Taproom, 1610 S Kellogg Avenue, **pending DRAM Shop Insurance**
 - c. Class E Liquor License with Class B Wine Permit, Class C Beer Permit, Carryout, & Sunday Sales - Casey's General Store #2560, 3020 S Duff Avenue
 - d. Class A Liquor License with Outdoor Service & Sunday Sales - Green Hills Residents Association, 2200 Hamilton Drive, Ste 100
 - e. Class E Liquor License with Sunday Sales - MMDG Spirits, 126A Welch Avenue, **pending DRAM Shop Insurance**
 - f. Class E Liquor License with Class B Wine Permit, Class C Beer Permit, Carryout, & Sunday Sales - Kum & Go #214, 111 Duff Avenue
 - g. Class E Liquor License with Class B Wine Permit, Class C Beer Permit, Carryout, & Sunday Sales - Kum & Go #200, 4510 Mortensen Rd
 - h. Class E Liquor License with Class B Wine Permit, Class C Beer Permit, Carryout, & Sunday Sales - Kum & Go #216, 203 Welch Avenue
8. RESOLUTION NO. 21-258 setting date of public hearing for June 8, 2021, to authorize additional uses of General Obligation Bond Series 2017 and Series 2018A to fund extension of utilities to the East Industrial Area
9. RESOLUTION NO. 21-259 approving revisions to ASSET Policies and Procedures
10. RESOLUTION NO. 21-260 approving request to waive enforcement of the prohibition of motorized vehicles in Ada Hayden Heritage Park (*Municipal Code* Section 19.9) to allow the

- Friends of Ada Hayden Heritage Park to provide golf cart tours to mobility-impaired individuals
11. RESOLUTION NO. 21-261 approving Agreement with Verbio Nevada, LLC, to accept biosolids from Ames Water Pollution Control Facility for a period of three years from the executed date (to be effective upon signed approval from both parties)
 12. RESOLUTION NO. 21-262 authorizing payment to StoryComm for annual radio system subscriber fees in the amount of \$133,965.51
 13. RESOLUTION NO. 21-263 approving contract with WHKS & Co., of Ames, Iowa, for Water Pollution Control Site Utility Mapping in an amount not to exceed \$53,456
 14. RESOLUTION NO. 21-264 approving preliminary plans and specifications and re-issue Notice to Bidders for WPC Sludge Pumping Building Improvements project; setting June 23, 2021, as bid due date and July 13, 2021, as date of public hearing
 15. RESOLUTION NO. 21-265 approving Police Department's application to and participation in the Department of Justice Office of Justice Programs Bulletproof Vest Partnership Program
 16. Purchase of Transformers for Electric Services:
 - a. RESOLUTION NO. 21-266 waiving local consideration accommodation in the evaluations allowed by the Purchasing Policies
 - b. RESOLUTION NO. 21-267 awarding contract to RESCO of Ankeny, Iowa, for in accordance with unit prices bid and quantities ordered inclusive of applicable sales taxes
 17. Purchase of Copper Cable/Wire for Electric Services:
 - a. RESOLUTION NO. 21-268 awarding contract to RESCO of Ankeny, Iowa, for 6,000 feet of 750 KCMIL Copper Cable in the amount of \$197,222.40 (inclusive of Iowa sales tax)
 - b. RESOLUTION NO. 21-269 awarding contract to Graybar Electric of Des Moines, Iowa, for 2,000 feet of Copper Wire in the amount of \$10,455.18 (inclusive of Iowa sales tax)
 18. RESOLUTION NO. 21-270 awarding contract to Northway Well and Pump Company of Waukee, Iowa, for Year Five (5) [2021/22] of Water Plant Well Rehabilitation Contract in the amount of 104,923.37
 19. RESOLUTION NO. 21-271 approving contract to DPC Industries, Inc., of Bellevue, Nebraska, for purchase of liquid sodium hypochlorite for the Water Plant and Power Plant in the amount of \$0.98/gallon for FY 2021/22
 20. RESOLUTION NO. 21-273 awarding contract to Nationwide Office Care of Clive, Iowa, for CyRide custodial services for the initial contract period from July 1, 2021, through June 30, 2022, (with possible four additional renewal options) at an initial cost of \$2,330.50/month
 21. RESOLUTION NO. 21-274 approving Change Order No. 2 to RW Excavating Solutions, LC, of Prairie City, Iowa, for additional seeding/mulching and wattles for enhanced erosion control and hauling of felled trees for Flood Mitigation - River Flooding (Tree Clearing) project in the amount of \$74,800

22. RESOLUTION NO. 21-275 approving Change Order No. 2 to Commonwealth Electric to expand the scope of work on the Fast Electronic Vehicle Charger installation at 2108 Isaac Newton Drive in the amount of \$5,481
 23. RESOLUTION NO. 21-276 awarding renewal of contract with Baldwin Pole & Piling, Inc., of Des Moines, Iowa, for the purchase of electric distribution utility poles in accordance with unit prices bid and actual quantities ordered, plus applicable sales taxes
 24. Specialized Wet Dry Vacuum, Hydro Blast, and Related Cleaning Services for the Power Plant:
 - a. RESOLUTION NO. 21-277 approving renewal of contract with HTH Companies, Inc., of Union, Missouri, from July 1, 2021, through June 30, 2022 for hourly rates and unit prices bid, in an amount not to exceed \$235,000
 - b. RESOLUTION NO. 21-278 approving Performance Bond
 25. Scaffolding and Related Services and Supplies Contract for the Power Plant:
 - a. RESOLUTION NO. 21-279 approving renewal of contract with HTH Companies, Inc., of Union, Missouri, from July 1, 2021, through June 30, 2022. in the amount of \$53,000
 - b. RESOLUTION NO. 21-280 approving Performance Bond
 26. Asbestos Remediation and Related Services for the Power Plant:
 - a. RESOLUTION NO. 21-281 approving renewal of contract with Earth Services & Abatement, LLC, of Des Moines, Iowa, from July 1, 2021, through June 30, 2022, in the amount of \$200,000
 - b. RESOLUTION NO. 21-282 approving Performance Bond
 27. Non-Asbestos Insulation and Related Services and Supplies Contract for the Power Plant:
 - a. RESOLUTION NO. 21-283 approving renewal of contract with HTH Companies Inc., of Union, Missouri, from July 1, 2021, through June 30, 2022, in the amount of \$150,000
 - b. RESOLUTION NO. 21-284 approving Performance Bond
 28. RESOLUTION NO. 21-285 approving Plat of Survey for 623 Agg Avenue
- Roll Call Vote: 6-0. Motions/Resolutions declared carried/adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

AWARDING CONTRACT TO RENEWABLE ENERGY GROUP OF AMES, IOWA FOR CYRIDE FUEL PURCHASES FROM JULY 1, 2021, THROUGH JUNE 30, 2022, IN AN AMOUNT NOT-TO-EXCEED \$1,072,500: Council Member Junck explained that she had pulled this item from the Consent Agenda in order to abstain from voting due to a conflict of interest. She mentioned that she had just started an internship at Renewable Energy Group.

Moved by Betcher, seconded by Gartin, to adopt RESOLUTION NO. 21-272 awarding contract to Renewable Energy Group of Ames, Iowa, for CyRide fuel purchases from July 1, 2021, through June 30, 2022, in a not-to-exceed amount of \$1,072,500.

Vote on Motion: 5-0-1. Voting Aye: Beatty-Hansen, Betcher, Corrieri, Gartin, Junck. Voting Nay: None. Abstaining: Junck.

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

PUBLIC FORUM: Mayor Haila opened Public Forum. No one requested to speak, so he closed Public Forum.

FACE-COVERING ORDINANCE: Mayor Haila stated the Story County Board of Health had met, and its recommendation was to have the Story County Board of Supervisors repeal the County-wide Face-Covering Ordinance. Earlier today, by Resolution, the Story County Board of Supervisors did approve to repeal the County's Face-Covering Ordinance.

Moved by Beatty-Hansen, seconded by Martin, to pass on first reading an ordinance repealing the Face-Covering Ordinance.

Mayor Haila opened Public Input.

Matt Hinrichsen, 815 Narland Drive, Ames, wanted to let the Council know that he was supportive of removing the Face-Covering Ordinance.

Public forum was closed when no one else came forward to speak.

Council Member Gartin mentioned that the Council had received a number of different questions about the impacts of removing the Face-Covering Ordinance. He asked if a private business wanted to have their own face-covering requirement would it be able to do so. City Attorney Mark Lambert confirmed that a private business could if it wanted to. Mr. Gartin inquired what would happen to events on City property. Attorney Lambert commented that if the Ordinance was repealed then there would no longer be a mandate for face-coverings on City property. It was also asked if masks would still be required at the Ames Public Library. It was noted that the Library would be following the Council's direction regarding face-coverings.

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

Moved by Martin, seconded by Junck, to suspend the rules necessary for the adoption of an ordinance.

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

Moved by Martin, seconded by Corrieri, to pass on second and third readings and adopt ORDINANCE NO.4439 repealing the Face-Covering Ordinance.

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

City Attorney Lambert mentioned that the repealed Ordinance will not become effective until it is published, which is typically on a Friday following a Tuesday City Council meeting. Therefore, the Face-Covering Ordinance would remain in effect until Friday, May 28, 2021.

The Mayor mentioned that the next item on the Agenda was a request to have a Resolution excluding the City of Ames from Story County's Face-Covering regulation. Attorney Lambert advised that Story County had repealed its face-covering requirement earlier today, so the request is now moot and no longer needed.

Council Member Gartin wanted to know procedurally how to remove the enforcement of the Face-Covering Ordinance before the repealed Ordinance is published. Attorney Lambert explained in the past the Council had suspended enforcement of an Ordinance. It was noted that a motion stating that the City will not enforce the Ordinance between now and Friday would be one way to have the removal of the Face-Covering Ordinance become effective immediately.

Moved by Gartin, seconded by Corrieri, to suspend enforcement of the Ordinance until the publication makes the new Ordinance effective.

Council Member Martin mentioned that he was having trouble comprehending how the motion changes anything for citizens. He understood it emphasized that the Council wants to repeal the Face-Covering Ordinance quickly. City Attorney Lambert stated the Ordinance still has enforcement, but no penalties. He noted there are some businesses that are waiting for the Council to take action before they lift their own policies. A motion would send the message that this Ordinance is gone and businesses wouldn't have to wait until Friday.

Moved by Gartin, seconded by Corrieri, to adopt RESOLUTION NO. 21-286 to suspend the enforcement of the Face-Covering Ordinance until the publication makes the new repealed Ordinance effective.

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

City Manager Steve Schainker explained that with the removal of the mask mandate, a follow-up issue would be how the City is going to handle the situation in all City buildings and facilities. He noted that with the rescinding of the Ordinance, staff can still wear their masks if it makes them more comfortable and the barriers will remain in place for now. Hand sanitizer and face masks will still be made available to the public.

FY 2021/22 CONTRACTS WITH HUMAN SERVICES AGENCIES (ASSET): Assistant City Manager Deb Schildroth explained that this item is normally on the Consent Agenda; however, she wanted to have it as a separate item due to a change in the ASSET allocations. She stated that the Volunteer Center of Story County had declined the FY 2021/22 contracts with all ASSET funders. Therefore, it was recommended that the \$3,285 previously approved by Council could be added to

the current amount of unallocated funds of \$17,277 for human service needs that may arise during the fiscal year. The additional funds would increase the total amount of unallocated funds to \$20,562.

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 21-287 approving the Contracts for FY 2021/22 for ASSET.

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

Moved by Beatty-Hansen, seconded by Junck, to adopt RESOLUTION NO. 21-288 approving the unallocated funds as “reserve funds” in the new amount of \$20,562 to address additional human service agencies’ needs that may arise during FY 2021/22.

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

Ms. Schildroth further explained that a year ago at the start of the pandemic, the ASSET administrative team had surveyed the agencies to get a sense of where they were at with providing services. Some agencies had to scale back while others had to stop providing services. At that time the City had allowed the agencies to make a request to carry funds over to the following fiscal year. There were two agencies that did carry over its requests. Ms. Schildroth commented that some agencies are now starting to reopen and getting back to offering regular services. She didn’t know how many agencies would request to carry-over funds, but during preliminary conversations a couple agencies had expressed interest in being able to carry forward its funding. Any carry-over requests would go to staff to be reviewed and brought back to the Council. Ms. Schildroth stated that if the agencies don’t use the extra funds by FY 2022/23 then the funds would revert back to the Local Option Sales Tax Fund.

Moved by Junck, seconded by Betcher, to adopt RESOLUTION NO. 21-289 allowing agencies, if they request, to carry-over FY 2020/21 funding to FY 2021/22 due to the COVID-19 pandemic.

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

AMES ECONOMIC DEVELOPMENT COMMISSION: President and CEO of the Ames Chamber of Commerce and Ames Economic Development Commission (AEDC) Dan Culhane stated that his Annual Report to the City of Ames is well-documented and he is seeking to renew the Agreement between the Ames Economic Development Commission and the City of Ames.

Dan Culhane stated that COVID had changed the way the AEDC operated during the last year. One of the projects was Perfect Flight, a Brazilian company that will provide 60 employment opportunities to the City of Ames.

The connection with Mr. Culhane was lost at 6:41 p.m. and he was brought back online at 6:52 p.m.

Mr. Culhane mentioned that everyone is looking to hire people and Perfect Flight is creating jobs for Iowa State graduates and people coming from other states due to the technical qualities needed.

Another project was the Prairie View Industrial Center. The AEDC was thrilled to see that the City of Ames was awarded a federal grant from the U.S. Economic Development Administration for the Prairie View Industrial Center. Mr. Culhane commented that there was a company looking at the 151-acre tract of the southeast corner of Lincoln Way and Teller Avenue. He pointed out that Danfoss, Merck, and many other companies are continuing to expand in Ames. One thing that stood out in 2020 was the unemployment rate in Ames. Mr. Culhane noted that the unemployment rate went up fast and came down fast. People were displaced, especially in the hospitality industry. He highlighted that the AEDC partnered with DMACC and United Way of Story County on a training program. The training program focused on three demand job areas: welding, manufacturing, and certified nursing assistant (CNA). To date 36 students have completed the program. It was also noted that the AEDC will continue to be strong on its business retention efforts and marketing. Mr. Culhane mentioned that he was excited for 2021, as there are some great opportunities coming.

Council Member Betcher asked if the AEDC had noticed a shift in the number of interns that have been involved in the “See Yourself in Ames” internship program. Mr. Culhane mentioned that there are currently just over 100 interns registered for the 2021 “See Yourself in Ames” event. He noted that in 2020 there were 154 participants. The numbers were down a little this year and one of Ames big tech companies, Workiva, didn’t have a lot of interns this year as they are not operating 100% back in the office yet.

The Mayor mentioned that he noticed as he was looking at the numbers in the Report that the job searches on social media for the “WorkInAmes.com” site had 230,686 hits from July 1, 2019, through June 30, 2020, but from July 1, 2020, to May 20, 2021, there were only 125,017. Mayor Haila wanted to know if Mr. Culhane had any insight as to why the numbers would have such a significant decline. Mr. Culhane stated that part of the reason would be that people are unemployed, and he believed that the pandemic shifted people out of the workforce altogether. He had spoken to several businesses and when employees were let go, they did not re-enter the workforce. Mr. Culhane pointed out that he gets frustrated when he sees comments that there are no jobs available in Ames when he knows that there are plenty of openings.

Mayor Haila asked Mr. Culhane to speak about the amount of work that was put into Ames keeping its Metropolitan Statistical Area (MSA) status. Mr. Culhane commented that having the MSA status matters; it matters from a funding and marketing standpoint. The MSA status puts the City of Ames on a list with other major Metropolitan areas and helps put the City of Ames on the map. It helps with site selection, consultants, and people who are looking for places to develop. He was unsure of what the funding from the federal government would do for the City of Ames if it lost the MSA status. The reason there has been discussions about the City of Ames losing its MSA status is due to a survey that had been done that indicated that MSAs should have a core community of at least 100,000 people. The City of Ames population is currently around 77,000 and would be short of the 100,000 threshold. Right now, as an MSA, the population is about 124,000 due to the population of Story County and the population of Boone County. Boone County is included in the MSA due to the heavy commuter patterns that come from Boone County into Ames. Mr. Culhane mentioned that the reason the City has access to U.S. Economic Development Administration funding is because the

City of Ames is included with Boone and Story County. He noted that the City of Ames cannot afford to lose its MSA status. There are two cities in Iowa that could lose the MSA status: Ames and Dubuque. Mr. Culhane stated he felt that if the City of Ames fell off the MSA list it would look like the City of Ames is not growing; when it is.

The Mayor asked if anyone wanted to provide input. No one requested to comment, and public input was closed.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 21-290 approving a Contract with the Ames Economic Development Commission for Economic Development Activities from July 1, 2021, through June 30, 2022, in an amount not to exceed \$150,000.

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

STAFF REPORT REGARDING SMALL ART GRANT AWARDS: One representative from the Committee was present: Angie DeWaard. Ms. DeWaard commented that there were some great applications, but the Committee had to be careful about what defines “new art” for the Ames community. The committee was able to find four applications that met the criteria.

Council Member Betcher inquired how many of the applications were from students. Ms. DeWaard mentioned that there was one from the Campustown Action Association (Kipp Davis) where the mural was done by a current student or a graduating student. It was mentioned that Vivian Cook may also be a student.

Council Member Junk stated that two of the requests were funded over the amount that was asked for and wanted to know why the Committee decided to give more money than what was requested versus funding additional projects. Ms. DeWaard commented that the Committee had to be picky about current art. She noted that some of the requests were good ideas for a film festival or little libraries, but were not new art. There were a few applications where the Committee couldn’t define what the money would be used for. The two projects that received funding over the requested amount were projects that didn’t ask for the full funding and by offering more was the Committee’s way to help the projects out a little more.

Moved by Betcher, seconded by Junck, to direct staff to prepare contracts for four Small Art Grant projects in accordance with the recommendations provided by the Review Committee.

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

HEARING ON FINAL AMENDMENT TO FISCAL YEAR 2020/21 BUDGET: Finance Director Duane Pitcher mentioned that typically the Amendments wrap up a few items that may happen, but last year due to COVID, each department was tasked to look at its budget for ways to cut back. Due to the cutbacks there was a very detailed Amendment process last year. Director Pitcher felt this year the City was back to its normal Amendments.

The Mayor opened the public hearing and closed it after there was no one who wished to speak.

Moved by Beatty-Hansen, seconded by Corrieri, to adopt RESOLUTION NO. 21-291 amending the Fiscal Year 2020/21 budget by increasing revenues by \$3,901,515 and increasing expenditures by \$4,212,534.

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

ANNEXATION OF PROPERTIES AT THE INTERSECTION OF LINCOLN HIGHWAY AND NORTH 500TH AVENUE: Planning and Housing Director Kelly Diekmann mentioned that there were two items on the Agenda to consider. The first item was for an Ames Urban Fringe Plan (AUFPP) Amendment to change the Land Use Class Map to allow for Annexation of the property. The second item was the Annexation itself.

City Planner Eloise Sahlstrom stated that back in March 2021, the Council initiated a Voluntary Annexation. When looking at the details of the Annexation, staff discovered that an Urban Fringe Plan Amendment was required in order to proceed with the Annexation. A portion of the property was still designated on the Land Use Class Map as “Rural/Urban Transitional Area.” In order for the property to be annexed, it has to have the designation of “Urban Service Area.” The area involved is about 26.5 acres, and the applicant is the City of Ames. The AUFPP is a Shared Land Use Plan for the two-mile area around the City that was cooperatively developed by Story County, the City of Ames, and the City of Gilbert through a 28E Intergovernmental Agreement. The 28E Agreement lays out processes for Annexation, Subdivision, Plan Review, and Amendments for lands within the Fringe Area. The 28E Agreement requires that before any land may be annexed into the City, the Land Use Class Map for a property must have an “Urban Service Area” designation, regardless of the Framework Map. Both areas to the north of the subject property and south of Lincoln Way are already designated as “Urban Service Areas.” On May 3, 2021, the Gilbert City Council approved the Amendment and on May 11, 2021, the Story County Board of Supervisors passed a Resolution supporting the proposed map change. The Ames Planning and Zoning Commission met on May 5, 2021, and recommended approval of the proposed map change. Staff is recommending that the Council approve the Minor Amendment to the Ames Urban Fringe Plan Land Use Class Map from “Rural/Urban Transition Area” to “Urban Service Area” for the area extending westward from the current City boundary to the County line (approximately 1,500 feet along Lincoln Highway) and northward along North 500th Avenue (approximately 768 feet), comprising approximately 26.5 acres.

City Planner Sahlstrom stated that on March 23, 2021, the City Council voted to initiate a Voluntary Annexation for 11 parcels, totaling 41.11 acres plus rights-of-way, located immediately west of the Ames corporate limits and extending westward along Lincoln Highway to the Boone County line and then northward along North 500th Avenue. It was noted that this is the quadrant of land that is immediately to the west and the south of the Sunset Ridge Subdivision. This request was in response to an Annexation petition received from Chuck Winkleblack, which included seven parcels owned by two owners: Flummerfelt Quail Ridge, LLC, and John R. Crane along with rights-of-way along North 500th Avenue totaling 36.76 acres. State law permits a Voluntary Annexation to include up

to 20% of the territory with non-consenting abutting properties. There are four properties considered non-consenting as part of the Annexation request. At the time the City Council initiated the Annexation, there were several conditions that were placed upon the Annexation. Ms. Sahlstrom noted that those conditions have been met. The 80/20 Annexation was initiated in order to form a more uniform boundary for the area and to avoid creating an island. The proposed Annexation did include a 0.5-acre parcel that is owned by Lemer Land Holdings, LLC, which is a non-consenting property. Islands are not permissible by State law and must be included with the Annexation. There are three remaining parcels on the north side of Lincoln Highway, which comprise 5.92 acres of land. All four non-consenting properties are interspersed among the applicants' properties with private drive extensions to Lincoln Highway. The inclusion of the four properties is important to make a uniform boundary along Lincoln Highway, which provides access to all the properties. The City already has jurisdiction of Lincoln Highway to the Boone County line at 500th Avenue. There are three separate entities that own the four non-consenting properties. The property owners are: Lemer Land Holdings, LLC; Brant Lemer; and Brian Adams. The 41.11-acre Annexation territory includes 6.42 acres of non-consenting parcels. The non-consenting parcels represent 15.6% of the total Annexation territory, not including the rights-of-way. Additionally, the Annexation includes approximately 4.04 acres of rights-of-way.

The Planning and Zoning Commission considered the request at a Public Hearing on May 5, 2021, and voted 6-0 to recommend that the City Council approve the Annexation. On May 11, 2021, the Story County Board of Supervisors passed a Resolution supporting the proposed Annexation.

Ms. Sahlstrom explained that at the time of the Annexation initiation, staff identified issues related to infrastructure and future development that were appropriate to address with a Development Agreement along with the Annexation. Staff also noted to Council that much of the property was part of a previously rural subdivision that created a number of undeveloped 6,000 square foot lots that City staff was concerned would be considered as legal lots according to City standards. The Developers Agreement addressed those issues with the following requirements as they relate to the consenting property owners of the Annexation; Crane and Flummerfelt: 1) A traffic study must be completed to look at how the development would be impacted by access to the sites, and what improvements would be needed. It was noted that the traffic study is already in process and would be completed prior to any Rezoning; 2) Infrastructure Extensions; 3) Stubbed streets from the Sunset Ridge Subdivision; and 4) Previously Platted County Lots. Ms. Sahlstrom noted that this area is within the Southwest Growth Area 1 of the City's current Land Use Policy Plan (LUPP). The Southwest Allowable Growth Area has long been considered the next development area on the periphery of Ames. This area is designated as a Tier 1 growth area in the Draft Ames Plan 2040.

With approval of the Fringe Plan change to Urban Service Area, the Annexation request would be consistent with both the City's LUPP and the Ames Urban Fringe Plan process for Annexation. The Annexation cannot proceed as 100% voluntary, due to the half-acre island owned by a non-consenting property owner. Therefore, it must proceed as an 80/20 Annexation to include all the territory that is part of the initial petition for Annexation plus the one "island" parcel. If the Annexation were to proceed without the entire quadrant, irregular boundaries would be created along

Lincoln Highway. It was the recommendation of the City Manager that the City Council approve the 80/20 Annexation of 41.11 acres of real property and approve the Development Agreement related to future development requirements with the consenting property owners. The next step would be for the request to go to the City Development Board for final approval due to there being non-consenting property owners.

The Mayor asked if the Development Agreement had been signed by the Flummerfelt and Crane properties. Ms. Sahlstrom indicated that staff had received the signed Agreement and it had been given to the City Clerk's office.

Council Member Gartin said he was curious if there had been any additional analysis done to see if this property would be appropriate as a manufactured home area. Ms. Sahlstrom mentioned that the development plan has not been submitted to the City, and when talking with the developer, it was clearly stated that the stubbed streets from Sunset Ridge would be extended into the property. Planning and Housing Director Kelly Diekmann explained that the evaluation of the site to be a manufactured home site has not been done because it has not been proposed to the City. The scope of the traffic study includes commercial development and housing, but staff hasn't evaluated a specific layout or uses. City Manager Steve Schainker wanted to know if the Land Use Policy Plan (LUPP) would allow manufactured homes on this site. Mr. Diekmann stated that the LUPP would let the developer consider asking for a rezoning to RLP (manufactured home park zoning), FSRL, FSRM, or PRD. There are four zoning options for the developer to look at with a wide variety of housing types that could be considered.

The Mayor opened the public hearing.

Brian Adams, 5507 Lincoln Way, Ames, wanted to remind the group that ownership and property lines will not change post Annexation. He asked why the Council felt it was a personal benefit for him to be annexed, forcibly, into the City. Mr. Adams mentioned that he had previously spoken to Director Diekmann to get information on how his property use would change by being annexed into the City. He stated that Director Diekmann's response was to give him a page of frequently asked questions, which was very vague and short. Mr. Adams commented that he was still at a loss as to what is going to happen to him and what he is financially responsible for. He noted that the front of his property already has easements to run all the utilities across his property. He didn't see how the annexation of his property would be of any benefit to the City.

Chuck Winkleblack, 105 S. 16th Street, Ames, urged the Council to approve the Annexation in order to keep this project moving forward. He understood there would be a more vigorous discussion during the rezoning process.

Brant Lemer, property owner of 5333 Tabor Drive and 5615 Lincoln Way, Ames, wanted to put the Annexation request on hold for a week or two as there have been a few questions from the non-consenting properties that have not been answered. He had no problem moving forward with the Minor Amendment to the Ames Urban Fringe Plan Land Use Class Map. The Mayor had asked what

questions still needed to be answered. Mr. Lemer noted his questions have been identified in past meetings and staff has all his emails. He mentioned that there were many of them. The questions were regarding road access, storm water, and the cost of adding storm water. Mr. Lemer stated he would like to have his engineer be present during conversations and would prefer an in-person meeting.

The Public Hearing was closed when no one else spoke.

Director Diekmann explained that it had been over a year since he had any communications with Mr. Adams. There is a Frequently Asked Questions (FAQ) page, which talks about some of the changes and nuances of being in the City. If anyone was concerned about property taxes, Story County has a tool that can estimate the taxes. It was explained that for most properties being Annexed into the City, the property would come in as Agricultural zoning. Regarding having utilities brought to the properties, Mr. Diekmann noted that does not happen as the property owner has the option to hook up to City utilities or extend utilities to serve themselves. The other questions were unable to be answered at this time as those questions would be addressed later in the process. Mr. Diekmann pointed out that when it comes to property tax questions, staff refers citizens to the Story County Assessor's page. The City does not have any infrastructure projects that are being put forward in this area where it is expected to have other properties participate in. Mayor Haila confirmed that the property owners can continue to use their property "as is" without having to worry about having City utilities put in.

Moved by Martin, seconded by Gartin, to adopt RESOLUTION NO. 21-292 approving a Minor Amendment to the Ames Urban Fringe Plan Land Use Class Map from Rural/Urban Transition Area to Urban Service Area for the area extending westward from the current City boundary to the County line (approximately 1500 feet along Lincoln Highway) and northward along North 500th Avenue approximately 768 feet.

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

Moved by Beatty-Hansen, seconded by Corrieri, to adopt RESOLUTION NO. 21-293 approving the Annexation of all consenting and non-consenting properties.

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. 21-294 approving the Development Agreement addressing the infrastructure needs and developer responsibilities for future development.

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

HEARING ON MASTER PLAN AMENDMENT FOR 5571 HYDE AVENUE (HAYDEN'S PRESERVE - FORMERLY KNOWN AS ROSE PRAIRIE) [CONTINUED FROM MAY 11,

2021]: Planning and Housing Director Kelly Diekmann stated staff was still working on finalizing a few details, but this item should be ready for the June 8, 2021, meeting.

Moved by Beatty-Hansen, seconded by Betcher, to continue the hearing to June 8, 2021.

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

HEARING ON AUDITORIUM HVAC REPLACEMENT: Mayor Haila mentioned that on the Agenda it stated that the request is for a Resolution to award a contract, but the City Manager's recommendation was to Accept the Report of Bids only.

Fleet Services Director Corey Mellies stated that per the Council Action Form, this project had been before the Council before and all bids were rejected as all bids had come in too high. Staff looked over the project again and removed a few items along with adding some Alternates. However, the bids came in even higher than before. Director Mellies mentioned that while speaking with a contractor and engineer there are a lot of supply chain issues and materials are going up in cost. Staff would like to take this time to see if there is something that can be done with the project and explore funding.

Council Member Gartin asked if there were any timing issues with the project. Director Mellies stated that the only issue would be if the current system failed. He noted that part of the system is original to the building and the rest were put in when the building was turned into City Hall. The system is currently working, but he isn't sure when it will fail.

Mayor Haila opened public comment and closed it when no one asked to speak.

Moved by Betcher, seconded by Junck, to accept the Report of Bids for the Auditorium HVAC Replacement.

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

HEARING ON 2020/21 ARTERIAL STREET PAVEMENT IMPROVEMENTS - 13TH STREET (DUFF AVENUE TO MEADOWLAND AVENUE): The Mayor opened public comment. It was closed when no one came forward to speak.

Moved by Corrieri, seconded by Junck, to adopt RESOLUTION NO. 21-296 approving the final plans and specifications and awarding a contract to Con-Struct, Inc., of Ames, Iowa, in the amount of \$2,934,292.90

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

PRESENTATION OF THE PROPOSED EXTERIOR PROPERTY MAINTENANCE CODE: Building Official Sara Van Meeteren mentioned at the City Council meeting on August 25, 2020, the City Council requested a memo from staff regarding recommendations for a potential Exterior Property Maintenance Code. Over the years, the Inspection staff has been unable to adequately

address complaints from neighboring property owners regarding conditions of non-rental properties, thus causing frustration on the part of these citizens. Attached to the Staff Report was a draft Ordinance that contained information based on complaints received throughout the years. The draft Ordinance contains three main areas: 1) lack of regulation; 2) scattered code information; and, 3) length of time to gain compliance. Staff had surveyed numerous jurisdictions around Central Iowa and found that many of them have a single ordinance for property maintenance that consolidates all the necessary code sections, enforcement procedures, and appeal procedures for owner-occupied properties. This one-stop-shop approach will provide clarity and consistency for staff and citizens. The proposed ordinance is directed only towards owner-occupied residential properties, owner-occupied or rental commercial properties, and owner-occupied or rental industrial properties. As a result of consolidating the currently scattered sections, revisions to existing chapters will be necessary to remove language so that code requirements are not duplicated throughout the *Municipal Code*.

Ms. Van Meeteren went over the proposed Ordinance recommendations. There were 15 new regulations in the proposed ordinance. The following items that are not currently violations would become violations under the proposed ordinance:

1. Leaving garbage receptacles at the curb for more than 24 hours
2. Allowing garbage, junk, and yard waste to be stored
3. Allowing stagnant water to pool
4. Depositing mud/gravel/etc. on sidewalks
5. Placing/pushing snow/ice onto public streets.
6. Grasses over 12 inches in the right-of-way and right-of-way Encroachment
7. Trees hanging over the right-of-way
8. Dense growth of vegetation (weeds, vines, brush)
9. Turf grasses exceeding 12 inches on private property
10. Dangerous trees
11. Conditions that harbor vermin
12. Open holes/excavation for up to 30 days
13. Vacant, unsecured structures
14. Exterior, structural requirements (siding, roofing, decks)
15. Graffiti removal

Ms. Van Meeteren stated that staff is also recommending a new appeal process. Currently, three different Boards have jurisdiction over the types of violations for the proposed ordinance. They are the Property Maintenance Appeals Board, Building Board of Appeals, and the Zoning Board of Adjustment. The new ordinance proposes the creation of a separate board to hear appeals of this new Chapter. The recommended make-up of the Board includes neighborhood representatives from each ward and will meet monthly. Staff will be recommending changing the name of the appeal board for Rental Housing to “Rental Housing Code Appeal Board” and naming the new board for the “Property Maintenance Code” chapter the “Property Maintenance Appeals Board.”

Fire Chief Rich Higgins stated that this is a first attempt at a Property Maintenance Code. He wanted to emphasize that this is a starting point. Tonight, was to present the concept to the Council and then will be getting feedback from the community to move forward. Chief Higgins noted that this is a “touchy issue” when dealing with personal properties, and staff wants to be respectful. It is a balancing act of how to protect the property owner while respecting the neighbor’s rights as well. By taking nine different *Code* sections and putting them all into one easy-to-find location will be beneficial to customers. He noted that the Inspections division is good about doing education first. City Manager Steve Schainker asked how the proposed ordinance was different from the Rental Code. Mr. Higgins stated that this Ordinance would cover all properties except for rentals. Of the 15 proposed new regulations, there are about seven of them that are not covered in Chapter 13 of the *Rental Code*. It was suggested that, after this proposed ordinance is approved, to have staff modify Chapter 13 of the *Code* to match.

Mr. Schainker commented that on Pages 6 and 7 of the Staff Report there are four specific topics that staff was requesting guidance on. The four topics were grass height restrictions, junk vehicles, ordinance applying to all properties that are not residential rentals, and the proposed Appeal Board composition.

Council Member Beatty-Hansen commented that she liked the definition of graffiti that the City of Des Moines used because, once you have the owner’s permission to have the graffiti, it is no longer considered graffiti. Ms. Beatty-Hansen inquired if the proposed ordinance was intended to be complaint-driven opposed to City staff driving around finding issues. Ms. Van Meeteren stated that it is primarily complaint driven, but staff does patrol the Campustown area for furniture, garbage, and other issues that are typical for that area. Ms. Beatty-Hansen wanted to know what the rate was for the City to assess the work that it does. She was worried that a property owner may let something go knowing that the City will correct the problem and just accept the assessed fee as it may be cheaper than doing the work themselves. Ms. Van Meeteren commented that those situations have been discussed as staff doesn’t want to always be mowing people’s lawns. The City of Ames contracts out the work and the property owner is assessed the amount that the City is charged. The proposed abatement process also adds in the ability for staff to add in administrative fees that are not currently done. If the bill is not paid, it will go to the Council for assessment, which could potentially have an interest rate applied to it. Chief Higgins mentioned that there would also be a citation that could be issued that would have a municipal fine of \$500 for the first occurrence and \$750 for additional occurrences; however, education would be done first. Ms. Beatty-Hansen stated she would be concerned with the citation as the enforcement mechanism. The reason why some people can’t fix the problem is due to lack of funding, and she wanted to know how a citation is going to work at all if the property owner can’t even afford to fix the problem, let alone pay a fine. Ms. Van Meeteren stated that is something that staff would take into consideration. It was noted that a citation would be staff’s last effort to get compliance and only be used to get permission from the judge to enter the property. The citation is up to \$500 and the judge could waive the citation fee.

Council Member Betcher wanted to know how staff determines the difference between native prairie grass versus just neglected property. Ms. Van Meeteren explained this was discussed thoroughly with

the Public Works and Parks and Recreation Departments as there are qualified staff who know the difference in grasses. Inspection staff is happy to consult with the City Forrester or the Public Works Department to get an opinion on the grass type. There have been discussions about a registration program to consider a property to be a prairie area and may require a sign that indicates that the City approved the criteria.

Council Member Betcher wanted to know more information about abandoned vehicles. She noted that there are junk vehicles and then other vehicles that might sit on a property for more than 15 days. She inquired if RVs or boat trailers are part of the proposed ordinance or are they specifically excluded. Ms. Van Meeteren mentioned that RVs and boat trailers are already part of the *Municipal Code*. The junk vehicle section states that if it is deemed a junk vehicle, it can be on the property for 72 hours and the proposed ordinance would change it to 48 hours. If it is not a junked vehicle, the current ordinance says it can stay on the property for 15 days, but there is an exception if a property owner is going to be gone for an extended period of time. It was noted that this issue is one of the questions that staff would like Council's help with. There are also exceptions to the Junk Vehicle Ordinance where, if a tight-fitting vehicle cover is placed over the vehicle, it is no longer deemed junk. Another concern is the parking of vehicles behind the front of the house.

Council Member Martin recommended for junk vehicles that the Council should not restrict how long a non-junk vehicle can be stored on a permissible parking spot on private property. Mayor Haila inquired if Mr. Martin meant in the front setbacks. Mr. Martin stated that it may be an issue with RVs and boat trailers, but he is talking about passenger vehicles only. Ms. Beatty-Hansen stated she agreed with passenger vehicles and thought it would be hard to force someone to move their RV every 15 days, especially during the middle of winter. Ms. Betcher commented that she is aware of several properties that have an RV parked in the driveway. Ms. Betcher commented that she is more concerned about the junk vehicles.

Moved by Martin, seconded by Beatty-Hansen, that the next time the material is reviewed, a written proposal be included to eliminate the 15-day limit for non-junk vehicles and that would also be applied to RVs and larger vehicles so that they would be permitted to be stored in front of the house as well as in a driveway.

Ms. Van Meeteren clarified that the current Ordinance states that a property owner may have a boat parked behind the house, but then this triggers the outdoor storage section in the *Zoning Code* that would disallow it from being stored there. It was asked what the difference was between parking and storage. Ms. Van Meeteren stated that the definition of outside storage in the *Zoning Code* states: "any items including vehicles stored outdoors for more than 72 hours." She noted that the definition was very broad.

Council Member Martin withdrew his motion.

It was discussed to have a Workshop to discuss the Proposed Exterior Property Maintenance Code.

Council Member Betcher stated that one thing that the Council has heard throughout the years from rental property owners is to see a more consistent treatment of owner-occupied properties to match what the requirements are for rental property owners. She felt that having a *Code* section would be beneficial to staff and the community.

Ms. Van Meeteren commented that if there were no strong feelings to add or remove anything from the Proposed Ordinance tonight, she is prepared to send out the Draft Ordinance to neighborhood associations, homeowner associations, Central Iowa Board of Realtors, and a list of neighbors that have complained about certain properties.

Council Member Gartin stated, in terms of receiving public input, staff has been successful on several initiatives to allow feedback online and would encourage staff to utilize its website. He felt strongly that the appeal period should only be 30 days. Mr. Gartin was concerned about some of the language in the Ordinance. One of them was “dense” growth and Mr. Gartin stated that wording was very vague. He was also concerned about “dangerous trees” and the amount of time given to remove graffiti. He mentioned that when he first started on the Council, there was a program called “Neighbors Helping Neighbors,” which is no longer active, allowing for citizens to volunteer to help property owners who didn’t have the means to do minor property repairs. He explained it would be beneficial to try to bring that program back.

Council Member Corrieri noted that the Story County Housing Trust Fund annually contributes money to help low-to-moderate families with owner-occupied properties. Ms. Van Meeteren mentioned staff also referred citizens to Ames Repair and Care through the Story County Volunteer Center.

Moved by Gartin, seconded by Martin, to adopt the 12-inches standard for grass height as outlined in the Staff Report.

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

Mr. Schainker asked how quickly staff would like to have a Workshop. It was agreed that June 15, 2021, would work for a Workshop to discuss the proposed Exterior Property Maintenance Code.

REQUEST FROM THE AMES CHAMBER OF COMMERCE TO PROCEED TO IMPLEMENT THE CAMPUSTOWN LINCOLN WAY BEAUTIFICATION PLAN (LINCOLN WAY MEDIANS FROM BEACH TO SHELDON): Council Member Betcher questioned the renderings of the design for the medians. She mentioned that when she was on the Historic Preservation Commission, they were not able to have rock in the medians and she was concerned about having huge rocks in the medians especially if there are accidents. Parks and Recreation Director Keith Abraham explained that topic was discussed, and noted that there are also trees and artwork in the medians and having rocks would not be any different.

Council Member Gartin stated that this proposal is from the Chamber, and to him, it seemed odd that the City was not contributing any funding. Mr. Abraham mentioned that, per the Council Action

Form, it indicated that initially the Council chose not to do anything. The Ames Chamber of Commerce came back with the same project after they secured private funding. Council Member Betcher pointed out that the City is committing to help maintain other aspects of the medians.

Moved by Gartin, that the City contribute \$25,000 to the project.
Motion failed due to lack of a second.

Council Member Beatty-Hansen commented that she appreciated the motion, but if private funding had been found, she didn't see why the City would need to dip into taxpayer dollars. Mr. Gartin stated that he appreciated the Chamber stepping up, but thought this project was something that the City should have taken the lead on. Ms. Beatty-Hansen mentioned that there are "a lot of irons in the fire," and while there is some need for it, the Council needs to prioritize; there are other needs that are greater at this time.

The Mayor opened public input. It was closed when no one spoke.

Moved by Junck, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 21-297 approving the request from the Ames Chamber of Commerce to proceed to implement the Campustown Lincoln Way Beautification Plan (Lincoln Way medians from Beach to Sheldon), subject to its agreement to purchase material and replenish mulch in the medians annually.
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

2021-22 CDBG PROPOSED ANNUAL ACTION PLAN FOLLOW-UP: Housing Coordinator Vanessa Baker-Latimer pointed out that on May 12 and 13, 2021, City staff hosted online public forums to gather input regarding possible projects for consideration for the 2021/22 CDBG/HOME Annual Action Plan as part of the City's Entitlement Program. Four people attended and participated in the forum discussions. The public feedback was centered around the need to continue to address affordable housing and neighborhoods. Staff's takeaway from the public input was that there still seems to be a continued consensus that affordable housing and neighborhood investment is needed in the community. Initially, on February 25, 2021, the federal Housing and Urban Development Department (HUD) notified the City that it would be receiving, for the 2021/22 program year, \$590,475 in CDBG funds (which is a \$12,075 decrease from 2020), and \$350,543 in HOME funds (which is a \$118,034 decrease from 2020). However, on May 13, 2021, HUD notified the City of a correction in the 2021/22 CDBG allocation amount, which was adjusted from the \$590,475 to \$599,177 (which was a \$8,702 increase above the February amount). Of the additional \$8,702 in CDBG funding, \$1,740 was added to administration for a total budget of \$119,835, and the remaining balance of \$6,962 was added to the Acquisition/Reuse for Slum/Blight Program for a total budget of \$279,342. Ms. Baker-Latimer mentioned that the proposed 2021/22 Action Plan Expenditure Budget would cover CDBG Acquisition/Reuse Program for Affordable Housing (including demolition), CDBG Acquisition/Reuse Program for Slum/Blight Removal (including demolition), CDBG Public Infrastructure Improvements Program for the Baker Subdivision (including Engineer costs), CDBG-CV CARES (Rent, Mortgage, and Utility) Relief Assistance,

HOME Homeownership Construction Program, HOME Down Payment Assistance, HOME LIHTC Multi-Family Assistance, and the General Administration for CDBG, HOME & CARES programs. She pointed out that HUD has changed the required 30-day public comment period down to a three-day comment period.

Council Member Gartin stated he was concerned about future funding with the population decreasing in the City and wanted to know if this would impact future funding. Ms. Baker-Latimer stated that it would affect the funding, especially the HOME funds. Mr. Gartin stated if working under the presumption that the funding may decrease in the future would impact the way in which the City utilizes the current funding. Ms. Baker-Latimer stated that it would not as the City would still work on the projects that were laid out in the five year Consolidated Plan.

Moved by Beatty-Hansen, seconded by Betcher, to adopt RESOLUTION NO. 21-298 approving the proposed 2021/22 Annual Action Plan Program Projects and proposed budget and set August 10, 2021, 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.

AGREEMENT WITH AG OUTCOMES, INC., OF ANKENY, IOWA, TO PURCHASE WATERSHED NUTRIENT-REDUCTION CREDITS: Water and Pollution Control Director John Dunn pointed out that this item is a unique Agreement with AgOutcomes, Inc., a subsidiary of the Iowa Soybean Association. Director Dunn explained that AgOutcomes will do all of the legwork for the City by making the arrangements with farmers to get the nutrient-reducing land practices in place. Once arrangements have been completed with the farmers AgOutcomes works on quantifying the nutrient reduction in terms of pounds per acre, and then they record the nutrient reduction credits with the Iowa Nutrient Reduction Exchange. The credits are recorded in the City of Ames name. Once the credits are recorded, the City of Ames makes the payments to AgOutcomes to reimburse them for the expenses that they paid up-front. The City's only part is to pay the amount due at the end.

Council Member Gartin asked if there was a Request for Proposals (RFP) done for something like this. Mr. Dunn stated that he is not aware that anyone else is doing anything like this as it is a unique approach that the Soybean Association is taking. Mr. Gartin stated that he read through the Report, but wanted to know what the credits would be applied against. Mr. Dunn stated that his whole concern with the way the Iowa Nutrient Reduction strategy is written is that there is an obligation for point sources that covers 20% of the load while 80% is for non-point sources. He is concerned that 20 years down the road, the State is going to change its strategy. The credits that the City "banks" will help the City if future regulations change. Mr. Gartin wanted to know how staff would know what needs to be "banked." Mr. Dunn stated that the City is one of four communities within the state that have entered into a formal Memorandum of Understanding with the Iowa Department of Natural Resources where they say that if the City does these types of practices, they guarantee that the City will get credit towards any type of future regulations.

Council Member Martin mentioned that he liked the emphasis on the structural modifications to the land that will help in the future. He wanted to know, in the meantime, if the land users would have done this year on their own. Mr. Dunn stated that AgOutcomes handled all the contracts so he is not sure if the farmers would have followed the process or not.

Public input was opened by the Mayor and closed when no one asked to speak.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 21-296 approving the Agreement with AgOutcomes, Inc., of Ankeny, Iowa, to purchase the watershed nutrient-reduction credits in the amount not to exceed \$50,000 for the Water Plant.

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

ORDINANCE ESTABLISHING A NEW PLANNED UNIT DEVELOPMENT (PUD) OVERLAY ZONE WITHIN THE ZONING ORDINANCE ALONG WITH PRIVATE STREET STANDARDS IN THE SUBDIVISION ORDINANCE: Moved by Betcher, seconded by Beatty-Hansen, to pass on second reading an ordinance establishing a new Planned Unit Development (PUD) Overlay Zone within the Zoning Ordinance along with private street standards in the Subdivision Ordinance.

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

DISPOSITIONS OF COMMUNICATIONS TO COUNCIL: Mayor Haila mentioned that there was one item to discuss tonight: a Staff Report from the Planning and Housing Department regarding the request from Chuck Winkleblack and Roger Underwood for a Fringe Plan Amendment, Annexation, and Tax Increment Financing Partnership for the Industrial Subdivision Proposal at 2105 Dayton Avenue.

City Manager Steve Schainker pointed out that there were two options to the request. A motion can be made to initiate the Amendment to the Ames Urban Fringe Plan (AUFPP). The second part is the tax financing; in order to move forward on the second motion, staff will need to do an analysis.

Moved by Martin, seconded by Betcher, to allow the applicant to apply for a Minor Amendment to the Ames Urban Fringe for property located at 2105 Dayton Avenue as an Urban Service Area and a Planned Industrial land use classification, and to direct staff to proceed with an analysis of the need and benefit for incentivizing another small lot industrial development.

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

COUNCIL COMMENTS: Council Member Gartin stated that he had received correspondence from a citizen by the name of Steve Martin about speeding on the west side of Hyde Avenue. He thought the Council had looked at this area in the past and could provide the old report to Mr. Martin.

Moved by Gartin, seconded by Beatty-Hansen, to direct staff to respond to Mr. Martin's inquiry about speeding on Hyde Avenue with the previous traffic study that was done and provide any updated information as well.

City Manager Steve Schainker stated there had been a previous traffic study in 2018/19 and can provide that Report. Traffic Engineer Damion Pregitzer could give his conclusion to the study with any new information to Mr. Martin.

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

Council Member Gartin stated that the Story County Board of Supervisors is moving forward with a tanning bed ordinance. An email had been sent to the Council from Assistant City Manager Deb Schildroth with additional information regarding tanning beds. He wanted to make the Council was aware of what the Board of Supervisors was looking at and maybe the City of Ames could look at doing the same in the future.

Council Member Betcher stated she was excited about the outcome of the Small Art Grant Program. She mentioned that she had been participating in the National Town and Gown, and during one of the sessions, it was discussed that there were a lot of good things happening in college towns, trying to rebound after COVID.

Council Member Gartin explained that this year, the Ames Patriotic Council made the decision to have the Memorial Day celebration in a virtual format. He encouraged everyone to watch. The guest speaker was a former ISU student who flew as a F16 pilot for 20 years. The event will be on Monday, May 31, 2021, at 11:00 a.m. via Facebook or the Ames Patriotic Council's website.

Mayor Haila stated that on Friday, June 4, 2021, he was invited to give an official greeting to the VFW that are coming to town for its annual convention. It is the VFW's 100th Anniversary.

ADJOURNMENT: Moved by Junk to adjourn the meeting at 9:58 p.m.

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor

Diane R. Voss, City Clerk



REPORT OF CONTRACT CHANGE ORDERS

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

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Electric Services	Installation of Electric Car Charging Stations	1	\$16,837.52	CommonWealth Electric Company of the Midwest	\$0.00	\$250.00	D. Kom	JN
Public Works	Professional Services	1	\$46,138.00	Bolton & Menk, Inc.	\$0.00`	\$1,600.00	M. Gansen	MA
Transit	CyRide - 2020 Interior Improvements	6	\$102,600.00	Story Construction Co.	\$33,620.00	\$1,645.00	J. Rendall	MA
Public Works	2018/19 Sanitary Sewer Rehabilitation (Siphon Rehab)	3	\$1,440,778.00	Synergy Contracting, LLC	\$-(166,524)	\$16,177.00	T. Peterson	MA
Parks & Recreation	Design Services for Homewood Clubhouse	3	\$50,000.00	Design Alliance, Inc.	\$1,500.00	\$600.00	J. Thompson	MA
			\$		\$	\$		

**MINUTES OF THE REGULAR MEETING OF THE
AMES CIVIL SERVICE COMMISSION**

AMES, IOWA

MAY 27, 2021

The Regular Meeting of the Ames Civil Service Commission was called to order by Chairperson Mike Crum at 8:19 a.m. on May 27, 2021. As it was impractical for the Commission members to attend in person, Commission Chairperson Mike Crum and Commission Members Harold Pike and Kim Linduska were brought in telephonically.

APPROVAL OF MINUTES OF APRIL 22, 2021: Moved by Pike, seconded by Linduska, to approve the Minutes of the April 22, 2021, Regular Civil Service Commission meeting.

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

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

<u>Transit Maintenance Coordinator</u>	Clint Hertz	91*
	Frank Merchant	82
<u>Police Officer</u>	Amanda Van Cannon	93*
	John Barney	92
	Tremaine Sideeq	89
	Wyatt Johnson	85*
	Alex Grafft	80*
	Rex Shoemaker	80
	Montell Marion	77
	Matthew Butcher	73
	Matthew English	72
<u>Client Support Coordinator</u>	Luke Gibbs	72
	Jayden Irvin	72
<u>Client Support Coordinator</u>	Bret Larwick	79
	Michael Holthaus	78
<u>WPC Plant Operator</u>	Timothy Arends	77
	Noel Steckelberg	77
<u>Power Plant Custodian (Sublist)</u>	Rick Lowe	80
	Parvez Faisal	78
	Eric Huff	75
	Jarrett Olsen	70

*Includes Preference Points

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

REQUEST TO REMOVE NAMES FROM WPC TREATMENT PLANT WORKER LIST:

Human Resources Director Bethany Jorgenson informed the Commission members that the request to exhaust a Certified List is following the WPC Treatment Plant Worker List being certified on August 27, 2020, with four candidates. One candidate from the original list has accepted an offer with the City of Ames, leaving three viable candidates remaining on the list. Ms. Jorgenson cited Section 4.2 of the *Civil Service Commission Policies*, which states that “when the list has diminished to three

or fewer candidates, the Civil Service Commission may declare the list exhausted.” She stated that if the Commission takes that action, a new open recruitment process for the unfilled vacancy may begin. Commission Member Pike asked if all the applicants on the List had been brought in for an interview. Director Jorgenson advised that the interview was the test, so if they made the Certified List, they had been interviewed. Also, at the inquiry of Mr. Pike, Director Jorgenson replied that those remaining on the List will be added to the new List. She noted that creating a new Certified List after a new open recruitment process is complete will allow the Department Director more options to choose from.

Moved by Crum, seconded by Linduska, to approve the removal of the names of the three remaining candidates from the Certified Civil Service List for WPC Treatment Plant Worker.

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

COMMENTS: The next Regular Meeting of the Ames Civil Service Commission is scheduled for June 24, 2021, at 8:15 a.m. Commission Member Pike commented that he would like to meet in person, instead of telephonically. The Commission Members will be contacted prior to the next meeting Agenda being prepared to see if their schedules will allow an in-person meeting.

ADJOURNMENT: The meeting adjourned at 8:29 a.m.

Michael R. Crum, Chairperson

Diane R. Voss, City Clerk



MEMO

Item No. 5

To: Mayor John Haila and Ames City Council Members
From: Lieutenant Heath Ropp, Ames Police Department
Date: May 25th, 2021
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for June 8th, 2021 includes beer permits and liquor license renewals for:

- **Texas Roadhouse** (519 S Duff Ave) - Class C Liquor License with Catering Privilege & Sunday Sales
- **Jethro's BBQ** (1301 Buckeye Ave) - Class C Liquor License with Catering Privilege & Sunday Sales

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.



MEMO

To: Mayor and Ames City Council

From: Deb Schildroth, Assistant City Manager

Date: June 4, 2021

Subject: Resolution Adopting New and Revised Fees

The City of Ames annually reviews and adjusts all fees and charges collected for permits, licenses, and services. The Transit Board sets CyRide fees and charges, and the Parks and Recreation Commission sets the fees and charges for the Parks and Recreation Department. All other fees and charges are adopted by resolution of the City Council with an effective date of July 1. Once adopted, the new and revised fees are codified and added to the Ames Municipal Code in Appendices

City staff members first review fees and charges during the budgeting process. After the annual budget is adopted and certified, fees and charges may be adjusted to reflect the actual costs of the permits, licenses, and services for the fiscal year beginning July 1. All of the proposed revisions to the fee schedules are reviewed by the Finance Department, the Legal Department, and each department responsible for providing permits, licenses, and services funded by the fees and charges.

The attached fee resolution incorporates only the new and revised fees and charges anticipated for FY 2021/22, with the exception of those already set by the Transit Board and the Parks and Recreation Commission. Any fees not identified in the proposed resolution indicates that have not been increased and will remain the same for FY 2021/22.

RESOLUTION NO.

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

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

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

SECTION ONE. The following Municipal Cemetery Fees are hereby adopted or adjusted effective July 1, 2021, and codified as **Appendix A:**

FEES FOR AMES MUNICIPAL CEMETERY

Lots

Adult	\$641.60/space	\$160.40 perpetual care ¹
Infant ³	\$150.00/space	\$50.00 perpetual care

Interment (Does not include price of lot)

Full Burial:

Adult	\$802.00
Infant	\$268.00
Weekend/Holiday - Adult ²	\$1,116.00
Weekend/Holiday - Infant	\$375.00

Cremation:

Adult	\$458.00
Weekend/Holiday ²	\$544.00

For interments that require Winter rate, add:	\$200.00
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Columbarium

Niche, Interment, and Plaque	\$2,500.00
((\$256.80 for perpetual care ¹)	

Disinterment:

based on actual costs of time and materials;
Minimum charge is 2 x current charge for interment

Markers & Memorials

Installation service charge	\$50.00 each
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¹ The perpetual care fund is an irrevocable trust; monies deposited into the perpetual care fund are non-refundable. (*Iowa Code 523I.807*)

² City of Ames holidays are: New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, two (2) days at Thanksgiving, and two (2) days at Christmas.
(*Res. #04-158, 4-27-04*)

³ This fee is waived for the City of Ames residents. An infant is defined as a child up to 24 months old.

SECTION TWO. The following Registration, License and Permit Fees are hereby adopted or adjusted effective July 1, 2021, and codified as **Appendix D:**

REGISTRATION, LICENSE AND PERMIT FEES

Garbage Hauler	\$50.00/truck/year
Tree Surgeon.....	\$35.00/year
House Mover.....	\$25.00/year
Beer & Liquor	Varies
Cigarette.....	\$100.00/year
Vendor-s License.....	\$50.00/year

PERMITS

Road Race.....	\$25.00
Fireworks	\$25.00
Pawnbroker-s, Itinerant Dealer’s, Secondhand Dealer’s Permits	\$100.00/yr.
Peddler-s Permit (for 60 day license).....	\$35.00
Precious Metals Dealer-s Permit (for an annual permit).....	\$25.00
Sidewalk Café	\$35.00
Newspaper Vending Permit	\$20.00/machine
Temporary Portable Sidewalk Sign Permit (in DSC Zone).....	\$35.00

SECTION THREE. The following Public Works Fees are hereby adopted or adjusted effective July 1, 2021, and codified as **Appendix F:**

**PUBLIC WORKS FEES
SOLID WASTE RULES AND REGULATIONS**

1. No liquids, animals, hazardous or toxic waste, or demolition material will be accepted at the Arnold O. Chantland Resource Recovery Center except motor oil that is delivered to the Arnold O. Chantland Resource Recovery Center in separate containers. All containers, except for motor oil, must be open.
2. Per Capita Charge

\$10.50

3. Delivery charges at the Arnold O. Chantland Recovery Center shall be:
 - a. Vehicles through the meter gate:

Passenger cars, each.....	\$10.00
Pickup, vans or vehicles towing trailers, each.....	\$25.00
Single garbage bag	\$3.00
 - b. Commercial charge customers through the scales:

All vehicles, including those of licensed refuse haulers, per ton (Minimum charge one ton).....	\$58.75
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 - c. Out of County rate, per ton.....\$126.12
 - d. Tires*:

Pickup tires or smaller	\$5.00
Semi-truck tires farm front, farm implement and skid steer tires	\$25.00
Sand box tire or farm tractor tire	\$50.00
*Any tire on a rim, the actual tire disposal charge plus for rim	\$5.00
 - e. Iowa State University, other State and Federal agencies
A proportional share by weight on the system cost
or as provided by contract
 - f. Motorized white goods, including refrigerator, freezers, washing machines, dryers, air conditioners, water heater, dehumidifier, furnace and microwave ovens, each. \$20.00
4. The plant will be closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When the holiday falls on Sunday the following day will be observed.

MISCELLANEOUS FEES

1. **SIDEWALK CLEARING** shall be the actual cost plus a \$50.00 administrative fee.
2. **CURB OPENINGS.**
 - a. A charge of fifty dollars (\$50.00) per opening shall be made for all applications for residential curb openings or changes in width or location of any existing residential access drive.
 - b. A charge of fifty dollars (\$50.00) shall be made for all applications for commercial or industrial curb cuts, openings or access permits and any application for any type of curb opening or access permit to a primary highway.
3. **SIDEWALKS.**
 - a. A charge of fifty dollars (\$50.00) per single frontage property shall be made for all applications for new sidewalk installation.
 - b. A charge of seventy-five (\$75.00) per property having two or more frontages shall be made for all applications for new sidewalk installation.
4. **DRIVEWAY CULVERT INSTALLATION.** Driveway culverts shall be furnished and installed by and remain the property of the City. The owner of the property to which access is provided by the culvert shall be charged a fee of thirty-five dollars (\$35.00) per lineal foot of culvert used.
5. **PLAN FEES.** One set of bidding documents is available without charge to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services. For all others, Plan Fees shall be the actual cost of printing plus a \$15.00 administrative fee.

6. **ENGINEERING FEES**

- a. Graphical Printing
 - Labor, per hour (minimum one-quarter hour charge)\$65.00
 - Paper, 8 2@ x 11" (black & white)..... \$.25
 - Paper, 11" x 17" (black & white)..... \$.50
 - Paper, 8 2@ x 11" (color map)..... \$2.50
 - Paper, 11"x 17" (color map)..... \$5.00
 - Plots, per sq. ft. (black & white, line drawing)..... \$1.25
 - Plots, per sq. ft. (color map)..... \$2.50
- b. Geographic Information System (GIS) data
 - Labor, per hour (minimum one-quarter hour charge)\$65.00
- c. Sewer connection (8" sewer), per lineal foot.....\$20.00
- d. Water service connection (8" main), per lineal foot\$20.00
(with a minimum charge of \$650.00 per lot or land parcel)
- e. Construction inspection only shall be actual costs.

SECTION FOUR. The following Public Safety - Police Fees and Charges are hereby adopted or adjusted effective July 1, 2021, and codified as **Appendix M:**

POLICE DEPARTMENT FEES & CHARGES

Crash (Accident) and Police Report (each)	\$3.00
Overtime Payback and Event/Escort Service (per hour).....	\$63.00
Community Safety Officer Event/Escort Service (per hour).....	\$20.00
False Alarm Fee – After 3 times	\$30.00
Process Service Fee.....	\$20.00
Service of Warrant Fee.....	\$20.00
Non-Criminal Fingerprinting Fee (4 cards or less).....	\$10.00
Non-Criminal Fingerprinting Fee (each additional card past 4).....	\$2.00
Photographs (per disc)	\$3.00
Surveillance Video (per disc)	\$3.00
Parking Collection Fee	\$5.00
Copying of Public Record (per page with a \$1.00 minimum).....	\$0.10

Car/Booking/Body Worn Camera or other video or audio recordings shall be charged at actual cost. Actual cost is defined as the time spent on the specific recording plus the cost of the media used.

SECTION FIVE. The following Water and Pollution Control Fees and Charges are hereby adopted or adjusted effective July 1, 2021, and codified as **Appendix Q:**

WATER AND POLLUTION CONTROL FEES & CHARGES

Water Division

Bulk Water Service\$0.92/100 gallons

Water Meter Division *

	With Integral Radio	With Radio ERT
Meter & Setting Fees - Disc Style		
5/8" or 5/8" x 3/4" disc.	\$375.00	\$375.00
3/4" disc.	\$400.00	\$400.00
 Meter & Setting Fees - Ultrasonic Style		
1"		\$465.00
1 1/2"		\$865.00
2"		\$1,565.00
3"		\$3,650.00
4"		\$4,550.00
 Meter & Setting Fees - Magnetic Style		
2"		\$2,945.00
3"		\$3,630.00
4"		\$4,455.00
6"		\$5,555.00
 Meter & Setting Fees - Turbo Style		
2"		\$2,065.00
3"		\$3,190.00
4"		\$4,520.00
6"		\$8,100.00
 Meter & Setting Fees - Misc. Meters		
Larger than 4" or alternative styles		
- to be determined when ordered		
Hydrant Meter**		\$270.00
 Frozen/damaged meter		
Construction Meter		\$165.00
Meters 1-1/2" and larger.....	\$125.00 trip fee + repairs/replacement	
Meters 1" and smaller	\$80.00 trip fee + Depreciated Value	

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

< 1 year	100%
< 2 years	90%
< 3 years	80%
< 4 years	70%
< 5 years	60%
< 6 years	50%
< 7 years	40%

< 8 years	30%
< 9 years	20%
<10 years	10%
>10 years	0%

Unauthorized use of water	\$207.00/occurrence
Unmetered use of water	\$2.71/day + \$17.99/month
Resetting fee for unauthorized meter removal.....	\$80.00
Customer requested meter test fee	\$150.00
Service or meter disconnect or reconnect fee	\$80.00/trip

* Meter setting fees above include two service trips (one to set the temporary/construction meter, and one to set the permanent meter). A fee of \$80.00 will be charged for additional trips due to unexposed or inoperable curb boxes, incomplete remote wire installations, or other circumstances where the meter installation cannot be completed.

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

WPC Division

Waste Hauler Fee - Ames locations*

Domestic/Residential Waste	\$8.65/load + \$4.17/100 gallons
Restaurant Grease Traps	\$57.32/load + \$3.35/100 gallons
Non-Domestic Waste	\$8.65/load + unit rate to be determined

* Non-Ames location surcharge	15%
Unauthorized Sewer Use	\$222.00/occurrence
Unmetered Sewer Use.....	\$2.82/day + \$19.43/month

High-Strength Surcharge Rates*

<u>Parameter</u>	<u>Surcharge Rate</u>
Oxygen Demand	
CBOD ₅	\$0.46/lb.
COD	\$0.17/lb.
Nitrogen	
NH ₃ -N	\$1.64/lb.
TKN	\$1.06/lb.
Solids	
TSS	\$0.68/lb.
Fats, Oils, and Grease	
Oil and Grease	\$0.91/lb.

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

Restaurant Surcharge

Restaurant surcharge on sewer use for customers operating Food Service Establishments \$2.75/100 cubic ft.

Restaurant Fee

Restaurant fee for sewer use for customers operating Food Service Establishment which are not billed for sewer usage or whose sewer usage is not representative of the facilities food service activities. \$81.11/month.
(Ord. No. 4199, 11-25-14; Ord. No. 4263, 6-28-16)

Administrative Division

Copies of Records *
Black & White, 8 1/2" x 11" \$0.10/copy
Black & White, 11" x 17" \$0.20/copy
Color, 8 1/2" x 11" \$0.20/copy
Color, 11" x 17" \$0.40/copy

* Plus staff time to prepare records (wages only)

Laboratory Division

Analytical Fees, per sample per test

Bacteriological Tests
Coliform, Total (present/absent).....\$20.00
Coliform, Total (quantified).....\$20.00
Coliform, Fecal (present/absent).....\$20.00
Coliform, Fecal (quantified).....\$20.00
E coli (present/absent).....\$20.00
E coli (quantified).....\$20.00
Chloride.....\$20.50
Chlorine
Free.....\$20.00
Total.....\$20.00
Hardness.....\$20.00
Iron (Water).....\$10.25
Metals
Arsenic (Furnace).....\$20.50
Cadmium (Flame).....\$15.50
Chromium (Flame).....\$15.50
Copper (Flame).....\$15.50
Lead (Flame).....\$15.50
Lead (Furnace).....\$20.50
Manganese (Flame).....\$15.50
Mercury.....\$25.75
Molybdenum (Furnace).....\$20.50
Nickel (Flame).....\$15.50
Selenium (Furnace).....\$20.50

Silver (Flame).....	\$15.50
Zinc (Flame).....	\$15.50
Nitrogen	
Ammonia.....	\$20.00
Nitrate.....	\$19.50
Nitrite.....	\$20.00
Total Kjeldahl Nitrogen.....	\$40.25
pH.....	\$14.00
Phenol.....	\$28.75
Phosphorus	
Orthophosphate.....	\$20.00
Total Phosphorus.....	\$20.00
Oxygen Demand	
Chemical Oxygen Demand (COD).....	\$20.50
Five-day Biochemical Oxygen Demand (BOD ₅).....	\$38.00
Five-day Carbonaceous Biochemical Oxygen Demand (CBOD ₅).....	\$38.00
Solids	
Total Solids (TS).....	\$20.00
Total Volatile Solids (TVS).....	\$20.00
Total Suspended Solids (TSS).....	\$20.00
Volatile Suspended Solids (VSS).....	\$20.00
Total Dissolved Solids (TDS) (Weight).....	\$10.25
Sulfate.....	\$20.00
Temperature.....	\$5.25

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

Samples sent to an outside lab Actual Invoiced Cost

Sample Collection Fees

Fees for sample collection types not identified below will be determined on a case by case basis from an estimate of the actual staff time (including benefits) plus 25% overhead to cover equipment, consumables, and incidentals.

Drinking Water

- Drinking water sampled from the tap of a completed structure..... \$41.00
- Drinking water sampled from a field tap or structure under construction..... \$55.00

Wastewater/Pretreatment

- 24-hour composite from a location where no sampling, metering, or refrigeration equipment are permanently installed.....\$265.00
- 24-hour composite from a location where a sampler, flow meter, and refrigeration equipment are all permanently installed.....\$102.00
- Grab sample not associated with a 24-hour composite sampling event (grabs collected at the time of a composite are included in the fees above).....\$52.00

The 24-hour composite collection and grab sample fees listed above include one resample attempt should the composite sample attempt fail. Additional resample attempts will result in additional sample collection fees. No resample fee will be assessed if the reason for the failed attempt is due to a malfunction of city-provided sample equipment.

SECTION SIX. The following Electric Fees and Charges are hereby adopted or adjusted effective July 1, 2021, and codified as **Appendix R:**

ELECTRIC DEPARTMENT FEES & CHARGES

ELECTRIC DISTRIBUTION

Standard Single Phase Temporary service \$200

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

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

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

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

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

Pole Attachment Fee (Single Cable) \$13.05/pole/year
Pole Attachment Fee (Small Cell Wireless) \$150.00/pole/year

ELECTRIC METER

Customer Requested Meter Test Fee
Within Utility Board limits (98% through 102%) \$30.00
Outside Utility Board limits Free

ELECTRIC VEHICLE CHARGING STATIONS

Level 2 Customers\$0.10/kwh
Non-Ames Customers\$0.10/kwh

DC Fast Charger

All Customers.....\$0.15/kwh

SECTION SEVEN. The following Library Fees and Charges are hereby adopted or adjusted effective July 1, 2021, and codified as **Appendix T:**

LIBRARY FEES & CHARGES

Standard Charges

Adult and Youth Materials (except magazines)Cost of item
Magazines \$5.00
Map Inserts in Travel Books \$2.00
CD Insert in Book\$10.00
Media/Special Packaging or Liner Notes \$5.00
Replaceable Part From a Set Cost of part
Irreplaceable Part From a Set Cost of item/set
Repairable Damage to an Item..... \$2.00
Referral to Debt Collection..... \$10.00

Note: Borrowing privileges are suspended when charges on an account reach \$25.00.

Other Charges

Fax, per page \$1.00
Photocopy/print, per page, black & white \$0.10
Photocopy/print, per page, color \$0.50

Adopted this _____ day of _____, 20__.

Diane R. Voss, City Clerk

John A. Haila, Mayor

COUNCIL ACTION FORM

SUBJECT: YSS 45TH ANNIVERSARY CELEBRATION

BACKGROUND:

YSS is hosting its 45th Anniversary Celebration on June 10, 2021. This event is open to the public and will take place at the YSS main office building located at 420 Kellogg Avenue. There will be a food truck, games, and cake/cookies/ice cream.

The event is scheduled from 4:00 p.m. to 6:00 p.m. In order to facilitate this event, YSS has requested approval for the following:

- Blanket Vending License and waiver of fee (\$50 loss to City Clerk's Office)
- Closure of Kellogg Avenue between Main Street and Fifth Street from 3:00 p.m. to 6:45 p.m.
- Blanket Temporary Obstruction Permit for Kellogg Avenue between Main Street and Fifth Street from 3:00 p.m. to 6:45 p.m.
- Closure of 7 metered parking spaces between Main Street and Fifth Street from 3:00 p.m. to 6:00 p.m. and waiver of fees (estimated loss of \$5.25 to the Parking Fund).

YSS has contacted the other affected business within the closed area (10Fold Architecture) regarding the event plans and the approval process. Other businesses not directly impacted but in the vicinity of the event area have also been notified by YSS.

ALTERNATIVES:

1. Approve the requests from YSS for its 45th Anniversary Celebration on June 10, 2021, including the waiver of fees.
2. Approve the requests as outlined above, but require YSS to pay for lost parking meter revenue and the blanket Vending License.
3. Deny the requests.

CITY MANAGER'S RECOMMENDED ACTION:

The event organizers have taken appropriate steps to plan and implement an event that is open to the public and showcases YSS and the services it has been providing in the community for 45 years.

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



SPECIAL EVENT APPLICATION

Applications received less than thirty (30) days before the event may not be processed by the City in time for the event and will automatically be denied. Each application is viewed as a new event regardless of previous occasions.

Event Name YSS 45th Anniversary Celebration
Location/Address 420 Kellogg Ave

Region (Select one or more)

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

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

Downtown - Ames Main Street: (515) 233-3472 Campustown -
Campustown Action Association: (515) 450-8771 ISU - Events
Authorization Committee: (515) 294-1437

director@amesdowntown.org
director@amescampustown.com
eventauthorization@iastate.edu

TIMELINE

Setup Date 6/10/2021 Time 2:59 pm M T W R F Sa Su

Event Starts Date 6/10/2021 Time 2:59 pm M T W R F Sa Su

Detailed Description of Event Activities (written overview of event and what's going to happen)

We would like to set up around 3pm and will be cleaned up by 6:45pm.
The event runs from 4-6pm on June 10.
We will have a food truck, 6 speakers, games (corn hole, yard games, balloons, sidewalk chalk, etc.), cake/cookies/ice cream. It's a party for all of Ames!

Event Ends Date 6/10/2021 Time 3:00 pm M T W R F Sa Su

Tear down Complete Date 6/10/2021 Time 3:00 pm M T W R F Sa Su

Event Category

- Athletic/Recreation
- Exhibits/Misc.
- Festival/Celebration
- Parade/Procession/March
- Concert/Performance
- Farmer/Outdoor Market
- Other (please explain)

Rain Date Rain Location No rain date.

Yes No Is this an annual event? If yes, how many years?

For Office Use Only

Documents Received

Date: 5-25-21

- Completed Application
- Fireworks Application (\$25 fee)
- Insurance Certificate
- Public Safety & Event Management Plan
- Site Plan/Route Map (\$25 fee) (Road Rate)
- Vendor List (\$50 fee/each)
- Parking fees

Special Events Meeting

Date _____

Time _____

Room _____

Documents Sent:

- Alcohol License
- ABD _____
- Fireworks Permit
- Road Race Permit
- TOP
- Vending Permit
- Other _____

Departments Included

- City Manager: Brian Phillips and Tasheik Kerr
- CyRide: Jenny Bethurem or Rob Holm or Kevin Gries
- Electric: Mark Imhoff *OK*
- Fire: Jason Ziph or Rich Higgins *OK*
- Parks & Rec: Craig Kaufman or Joshua Thompson
- Public Works: Brad Becker or Dave Cole
- Police: Jason Tuttle or Geoff Huff Tom Shelton
- Water: Heidi Petersen
- Risk Management: Bill Walton

CAA: Karin Chitty
AMS: Kim Frey
ISU: Events
Authorization Committee

City Council Meeting

Date 6-8-21

Added to Agenda with CAF

Approved Y N

Reminder Date _____

CONTACTS

Sponsor/Applicant Name

Address

City State Zip Code

Daytime Phone Cell Phone

E-mail

Alternate Contact Name

Daytime Phone Cell Phone

E-mail

ATTENDANCE

Anticipated Daily Attendance

Yes No

Is this event open to the public?

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

ORGANIZATION STATUS/PROCEEDS

- For-Profit
- Bona Fide Tax Exempt
- Nonprofit

Yes No

Are patron admission, entry, or participant fees required? If yes, please describe and provide amounts:

Are vendor or other fees required? If yes, please provide amounts:

Percentage of net proceeds going towards fundraising %

Percentage of net proceeds going towards for-profit entity %

SECURITY

Ames Police Department 24 hour non-emergency phone number: 515-239-5133
Please complete the course at <https://www.crowdmanagers.com/training> for crowd management training.

Yes No

Have you hired a professional security company to develop and manage your event's security plan? If yes, please fill out the following information:

Security Organization

Address

City State Zip Phone

Email

NT
5th Street

↑
KELLOGG
AVE

Methodist church

Parking lot

Habit

Bldg
4
lease

OPEN SIDEWALK

~~X~~
MIDPHONE

YSS
420
Kellogg
Ave

YSS
Parking
Lot

Alley

FOOD TRUCK

KonaIce

Alley

BARRICADES

open parking spaces until alley

MAIN STREET

SV



June 1, 2021

Honorable Mayor Haila & City Council
Ames City Hall
515 Clark Ave
Ames, IA 50010

RE: YSS 45th Anniversary Celebration

Dear Honorable Mayor Haila and City Council,

YSS is planning to host an Anniversary Celebration on Thursday, June 10, 2021. The event will run from 4:00-6:00pm and is open to the public. Further information is available on the recently submitted Special Events Application.

We would like a Temporary Obstruction Permit, 7 requested parking spaces & waiver of fees, waiver of fee for Blanket Vendor Permit and street closure on Kellogg Ave. just south of 5th Street from 3:00pm – 6:45pm.

Thank you for your consideration of this request and continued to support.

Regards,

Andrew Allen
YSS President and CEO



TO: Mayor John Haila
Gloria Betcher
Tim Gartin
David Martin
Rachel Junck
Amber Corrieri
Bronwyn Beatty-Hansen
Nicole Whitlock
Steve Schainker, City Manager

FROM: Steve Goodhue
2021 Board President
Ames Main Street

DATE: 6/1/2021

RE: YSS 45th Anniversary Block Party

Ames Main Street is proud to offer its support for the YSS 45th Anniversary Block Party. We also endorse the necessary street closures throughout Downtown Ames that the event will require, such as Kellogg from Main to 5th. Events of this nature help Ames Main Street achieve its vision of making Downtown Ames the primary destination of Central Iowa by creating an economically vibrant district with unique living, dining, and entertainment experiences.

Sincerely,

A handwritten signature in black ink that reads 'Steve Goodhue'.

Steve Goodhue
2021 Ames Main Street Board President

CC: Kim Frey, Director, Ames Main Street

ITEM # 8
DATE: 06-08-21

COUNCIL ACTION FORM

SUBJECT: AWARD OF CONTRACT FOR CUSTODIAL SERVICES AT CITY HALL

BACKGROUND:

All cleaning and custodial services for City Hall are provided by a third party professional cleaning service. The tasks included in this service are all the routine daily cleaning tasks, and additional tasks performed periodically such as carpet shampooing, vinyl and Terrazzo floor maintenance, ceramic tile cleaning, plumbing fixture cleaning and sanitation, spot cleaning, glass cleaning, and window washing. There is also the expectation to provide unplanned emergency clean-up services.

The current contract expires on June 30, 2021 and appropriate notice for non-renewal was given to the contractor. Staff has revised the contract to reinforce performance accountability by requiring checklists and adding language that allows reduced payment for services when there is noncompliance with required staffing levels and reporting to work.

On May 20, 2021, two bids were received as follows:

BIDDER – Base Bid	TOTAL ANNUAL COST	ADDITIONAL SERVICES
		COST PER HOUR
ServePro of Ames	\$56,525.00	\$25.84
Reliable Maintenance Co., Des Moines, IA	\$58,800.00	\$19.50

BIDDER – Annual % Rate Increase by FY	22/23	23/24	24/25	25/26
ServePro of Ames	2.0%	2.0%	2.0%	2.0%
Reliable Maintenance Co., Des Moines, IA	2.5%	2.5%	2.5%	2.5%

The current contract amount with the incumbent provider is \$53,028.44 for FY 2020/21. ServePro of Ames submitted the low acceptable bid of \$56,525 for FY 2021/22. This total does not include any additional services. The total cost for FY 2021/22 will be split for budget purposes for specific areas as follows:

City Hall and Police Dept	\$35,000.32
Gym, Community Center, & Wellness	\$16,524.68
Auditorium	\$ 5,000.00

This bid is for the period of July 1, 2021, through June 30, 2022 with four (4) twelve (12) month optional renewal periods available through June 30, 2026. Each renewal period is subject to successful past performance and approval by Council. The bid also provides for a percentage increase on base fees for each renewal period.

The approved operating budget for FY 2021/22 was set at \$73,582;

\$60,000 is in the Facilities budget
\$ 6,465 is in the Gym & Community Center budget
\$ 3,185 is in the Auditorium budget, and
\$ 3,932 is in the Wellness budget,

The base bid amounts include all routine services provided daily plus other services provided periodically or less frequently. Also bid separately is a per-hour rate for additional services requested, emergency clean up, and special events clean-up in the Auditorium. These services will be billed at the hourly rate bid in addition to the planned services.

ALTERNATIVES:

1. Award this contract for FY2021/22 custodial services at Ames City Hall to ServePro of Ames in the amount of \$56,525 per year plus \$25.84 per hour for emergency clean-up and additional work as authorized. The contract is renewable for up to four, twelve-month periods subject to successful performance and Council approval, with the increases reflected in the bid.
2. Award the contract for custodial services for the Ames City Hall to Reliable Maintenance Company.
3. Reject all bids and direct staff to re-bid custodial services

CITY MANAGER'S RECOMMENDATION:

ServePro of Ames has the lowest overall cost to the City over the five-year contract period. The Director of Fleet & Facilities has checked references for ServePro of Ames performance in other locations and finds them to be acceptable. ServePro of Ames is committed to meeting the expected results and is ready to provide these services.

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

COUNCIL ACTION FORM

SUBJECT: AWARD OF CONTRACT FOR NETWORK WIRELESS ACCESS POINT EQUIPMENT

BACKGROUND:

The City's wireless network equipment last received a general update in April 2012. Five buildings were improved including City Hall, Electric Administration, Water Administration, Resource Recovery Plant, and the City Maintenance Facility. Wireless equipment was later added to other buildings, including the Water Plant in 2016 and Animal Control in 2019.

Currently, wireless equipment consists of a wireless controller and wireless access points. All of the City's wireless infrastructure is dependent on a wireless controller that was installed in summer 2012; this controller is expected to function for 10 years. Approximately one third of the access points are no longer supported; the balance of the access points will be unsupported in the future.

As part of a planned system upgrade to the City's wireless system, the Information Technology team plans to replace 102 existing wireless access points and install 25 additional wireless access points, in a total of 19 City buildings. The additional wireless access points will provide better coverage of the City's network wireless system and support the continuing needs of the departments.

These additional access points will provide for specific upgrades to CyRide (expanding wireless coverage to the garage to provide for computer support of buses), the Power Plant (allowing the use of tablet computers throughout the facility), and City Hall (which will allow better integration of police equipment with the City network).

The single wireless controller purchased in spring 2012 will be retired. The new wireless access points have controller features built in and are managed via the cloud. New management features will allow better control and monitoring of the wireless access points. A Request for Quotations was issued on May 5, 2021, to 43 vendors. Responses were received from three vendors.

Vendors	Total Cost
Carrier Access IT, LC, Clive, IA	\$113,464.70
ACP Technologies (Advanced Cyber Promotions), West Seneca, NY	\$131,064.23
ENO Consulting Group, LLC, Delray Beach, FL	\$142,351.96

IT staff reviewed the bids and concluded that the bid from Carrier Access IT, LC is acceptable. Carrier Access IT, LC can provide equipment within the project time

constraints.

Information Technology will fund the existing wireless access points through IT's replacement budget, and various departments will fund additional equipment in their buildings. Funding for this portion of the project will be as follows:

Fund Source	Amount
IT Replacement Funds	\$97,529.63
Power Plant	\$9,615.28
CyRide	\$5,438.11
Water Meter	\$881.68
Total	\$113,464.70

To accommodate the lead time to obtain the wireless access points, under this contract the City will only purchase the equipment. The wiring and installation of the wireless access points will be completed under a separate contract. Staff is preparing the specifications for the installation work, which is estimated to cost approximately \$20,000. The installation work will be funded through budgeted IT equipment replacement funds.

ALTERNATIVES:

1. Award a contract to Carrier Access IT, LC, Clive, IA, for the network wireless access points in the amount not to exceed \$113,464.70.
2. Reject the quotations and do not proceed with the project.

CITY MANAGER'S RECOMMENDED ACTION:

The purchase of the wireless access points is necessary to replace outdated components and improve the performance and capacity of the wireless system. The upgrade to the City's infrastructure will provide better reliability on the wireless system for City departments and to the citizens who frequent our facilities. Additionally, much needed additional access points will provide efficiency to City operations.

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

COUNCIL ACTION FORM

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

BACKGROUND:

For the past 16 years, the City has contracted with Wellmark Blue Cross Blue Shield of Iowa to provide health insurance administration and excess insurance coverage. In that time, 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.

Wellmark has provided renewal terms for services in FY 2021/22. Effective July 1, 2021, Wellmark will charge \$49.11 per employee per month in **administrative and access fees** for a yearly total of \$328,841. This is an increase of 2.3% over 2020/21.

Wellmark has also provided a quote for stop loss protection. 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 2020/21 the stop loss rate charged per employee per month was \$85.13. However, the stop loss trend over the past several years has significantly exceeded Wellmark's projections. Effective July 1, 2021, Wellmark will charge \$105.65 per employee per month for **specific and aggregate stop loss premiums**. This is a 24% increase in stop loss premiums. In FY 2021/22 the City will pay \$707,432 in specific and aggregate stop loss premiums.

The request before City Council is to approve the terms of service for the administrative and access fees and stop loss premiums, which are estimated in total to cost \$1,036,273. Expenses paid will reflect the actual numbers of employee members on the plans throughout the year.

OVERALL HEALTH INSURANCE COSTS:

Gallagher, the City's contracted Health Benefits Consultant, assisted with reviewing the overall administrative fees and services Wellmark presented for FY 2021/22. The overall change (increase) for health care costs, including FY 2021/22 projected claims and all of

the Wellmark administrative fees, is estimated at 5.7% for FY 2021/22 (a total of approximately \$9,729,276).

The FY 2021/22 Budget included a 5% increase for health insurance premiums. The increase incorporated into the budget was intentionally set to be slightly less than the anticipated 5.7% expense increase to allow a portion of the available Health Insurance Fund balance to be drawn down. This accomplishes two objectives: 1) maintaining an adequate fund balance that is not excessive, and 2) moderating the impact of premium increases to department budgets and employees.

The required contribution from the Health Insurance Fund balance is projected to result in a net reduction of the fund balance of \$242,449 in FY 2021/22. The ending fund balance for FY 2021/22 is therefore projected to be \$5,843,413. This ending balance exceeds the fund's minimum balance targets by over \$4.2 million, providing ample reserves for the future.

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, 2021 to June 30, 2022.
2. Do not renew the 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 No.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 approved by City Council 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 claim 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 also been a willing and capable partner in our efforts to improve the health status of employees and their families through quality programs.

Delta Dental is estimating claims to be \$428,063 for FY 2021/22. Fixed fees increased from \$4.69 per contract to \$4.84 per contract, a 3.2% increase from FY 2020/21 to FY 2021/22. The total of claims and fixed fees results in a total projected annual expense of \$460,181 for Dental coverage in FY 2021/22. There is \$467,000 budgeted for dental insurance included in the FY 2021/22 budget.

ALTERNATIVES:

1. Accept the renewal documents from Delta Dental of Iowa to provide administrative services for dental benefits effective July 1, 2021.
2. Reject the renewal from Delta Dental of Iowa and seek another company to administer the dental benefit program.

CITY MANAGER'S RECOMMENDED ACTION:

Over the past two decades Delta Dental of Iowa has been an effective administrator of the City's dental insurance plan. 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 No. 1, as described above.

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, 2021. **The City has been a member of ICAP since July 1, 2004 and secures its casualty and liability coverages through this membership.** ICAP provides similar protection to approximately 300 cities, 70 counties, 50 fair boards, and over 250 other public entities. ICAP is a member-owned and funded group insurance pool for Iowa public entities.

The following City coverages are provided by ICAP: General (Third Party) Liability, Vehicle and Transit Bus Liability, Bookmobile Physical Damage, Public Officials Wrongful Acts, Police Professional Liability, and Employee Theft (Bond).

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:

Type of Coverage and Amount	FY 2020/21 Current	FY 2021/22 Quote
General Liability (\$2,000,000)*	\$189,258	\$188,353
Bond, incl. fee	4,689	4,689
Automobile (\$2,000,000)*	222,569	202,529
Public Officials (\$2,000,000)*	36,745	40,420
Law Enforcement (\$2,000,000)*	30,271	33,298
Bookmobile Damage (\$261,300)**	578	649
Excess Liability (\$13,000,000)	115,836	116,601
Subtotal Cost	\$599,946	\$586,539
Less ICAP Membership Credit	(\$93,414)	--
Net Invoice Cost	\$506,532	\$586,539

*The coverage lines marked with asterisks are quoted with the limits provided in parentheses. Claims exceeding these coverage limits are also covered by the \$13 million excess liability policy, which brings the total coverage limit per claim to \$15 million.

**The Bookmobile is the only City vehicle that has physical damage protection. The coverage amount is the estimated replacement cost of the Bookmobile. Other City vehicles are not covered for physical damage (i.e., damage caused to the vehicle that is at the City's fault is not covered by insurance, but is rather paid through accumulated fleet replacement funds).

The quote for coverage is a slight decrease in the gross premium from the quote for FY 2020/21. **Significantly this year, ICAP is not offering a membership credit as provided in the past.** This is due to increasing claims against the ICAP pool in the past year, which have depleted funds available to provide the credit. The loss of the member credit leads to an overall increase in the net premium. The FY 2021/22 Net Cost is an increase of 16% from the Net Cost for FY 2020/21.

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. Typically when a credit is received, the budgeted funding it offsets remains in the Risk Fund for payment of deductibles and claims.

The FY 2021/22 Budget includes funding in the amount of \$659,940 for liability coverage.

ALTERNATIVES:

1. Accept the quote for renewal of the City's membership in the Iowa Communities Assurance Pool (ICAP), with the cost not to exceed \$586,539 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, as described above.

COUNCIL ACTION FORM

SUBJECT: SAFETY SERVICES CONTRACT FOR FY 2021/22

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 is expiring June 30, 2021. The expiring contract is for an amount not to exceed \$132,000 for the 2020/21 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 has been very receptive of continuing improvements to the Safety Services program as requested by the City's Risk Manager. IAMU continues to improve its services to the City in line with the City's organizational values and works closely with the 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 is \$66,000 for each six-month term for a total of \$132,000. Should City staff not be satisfied with the continued progress, 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 renewal of an agreement for safety services with IAMU for an amount not to exceed \$66,000 for July 1 through December 31, 2021, and an automatic renewal in the amount of \$66,000 for January 1 through June 30, 2022.
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, 2021, 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, 2021 through December 31, 2021 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, 2022 through June 30, 2022) 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.

**XII
DURATION**

This Agreement shall be in full force and effect from and after from July 1, 2021, through December 31, 2021, or, until terminated by the City of Ames, Iowa. This Agreement shall automatically renew for an additional term to last from January 1, 2022 through June 30, 2022 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
Director

Attest by: _____
Diane R. Voss, City Clerk

By:

Troy DeJooode, Executive

Doc: U/ 2008-2021 FY 2021/2022 IAMU

EXHIBIT A

SCOPE OF WORK PROFESSIONAL SERVICES OSHA PROGRAM REQUIREMENTS PROGRAM DEVELOPMENT AND SAFETY AND PROCEDURE TRAINING FOR CITY OF AMES HUMAN RESOURCES RISK MANAGEMENT PROGRAM

1. GENERAL

1.1 General Description:

1.1.1 The Iowa Association of Municipal Utilities (IAMU, contractor) shall provide professional services for program development and safety and procedure training and consultation for City of Ames. IAMU shall provide all components necessary to complete the work except as specified herein.

1.1.2 The objective of this contract is to improve the operating departments of the City to meet or exceed OSHA compliance requirements, reduce incidents and to provide training and consultation to employees in the respective departments, divisions, and work groups.

1.1.2.1 Operating departments include Electric Services, Water & Pollution Control, Parks & Recreation, CyRide, Public Works, and City Hall.

1.1.2.2 Each operating department includes multiple divisions or work groups.

1.1.3 IAMU will attend monthly safety team meetings at each designated department/division/work group. The purpose of IAMU in attending these meetings is to help facilitate discussion, research safety inquiries, and provide expertise and recommendations to safety procedures. If IAMU is unable to attend due to unforeseen circumstances, the meeting, at the City's discretion, will be rescheduled or cancelled.

1.1.4 IAMU will provide professional guidance on safety related goals.

1.1.5 IAMU will provide incident investigations as requested after employee incidents.

1.1.6 Only program development and presentation of said programs to City departments, and associated tasks required related to OSHA some EPA safety program requirements are included in the work.

1.1.6.1 IAMU may provide additional safety-related services to various City departments during the contract period. However, no resources identified for this OSHA

Program Requirements Program Development and Safety and Procedure Training shall be used to provide services not included in this contract.

1.1.6.2 Any service provided to the City by IAMU during the contract period that is not part of the OSHA Program Requirements Program Development and Safety and Procedure Training shall be provided under separate contract.

1.2 Term of Contract:

1.2.1 Services shall be provided from July 1, 2021, through December 31, 2021, unless cancelled per 1.2.2., automatically renewed for an additional six months January 1, 2022 through June 30, 2022.

1.2.2 The City's Risk Manager may terminate the entire Agreement prior to June 30, 2022, by giving written notice to IAMU at least 60 days before the effective date of such termination.

1.2.3 The plan shall include proposed dates and times for training sessions at each location during the contract period.

1.3 Owner:

1.3.1 The Owner is defined as the City of Ames, Iowa (City, City of Ames).

1.3.2 The Owner's Representative for this project is Bill Walton, Risk Manager, Human Resources Department; phone 515-239-5102.

1.4 The City of Ames will provide:

1.4.1 On-site work space for one IAMU staff person including a desk, table, or work station and a chair.

1.4.2 Internet access. Use of Internet shall be in accordance with City policies and procedures for City employees.

1.4.3 Use of standard building facilities and services including restrooms, lunchroom with vending machines, and standard custodial services.

1.4.4 Reproduction and printing services for classroom training activities and program reports.

1.5 All models, materials, programs, documentation, copyrightable work, discoveries, inventions, improvements, or other components or deliverables provided and/or developed by IAMU, resulting from the performance of IAMU's responsibilities and obligations pursuant to the Work are the property of the City of Ames. City of Ames

agrees not to redistribute copyrighted model plans obtained in this agreement for other than City use.

1.5.1 Contractor does hereby sell, assign, and transfer to the City the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work.

1.5.2 Contractor agrees to provide whatever assistance is necessary for the City to preserve its interests under this provision.

1.5.3 This provision shall survive expiration and termination of this Agreement.

1.6 Documents and reports furnished in electronic format shall be provided in format acceptable for future City of Ames use.

2. CONTRACTOR QUALIFICATIONS AND PROJECT TEAM

2.1 The contractor's personnel and management providing services under this contract shall be knowledgeable, trained, and certified or credentialed in their respective areas of expertise. The City reserves the right to perform investigations and monitor training presentations as may be deemed necessary to insure that competent persons will deploy continuous efforts to improve the quality of training presentations and safety consulting when performing the work.

2.2 Each IAMU staff person assigned to the Work shall all have a proven record of having successfully provided safety program development and training services similar in size and scope to those to be provided under this contract.

2.3 IAMU shall designate one representative to work on-site.

2.4 IAMU shall designate one supervisor/manager for the project.

2.5 IAMU shall provide additional qualified and competent staff as necessary to complete the work.

2.6 IAMU proposed staff assignments shall be approved by the Owner's representative prior to the monthly training. It is understood by the parties that based on unforeseen circumstances; the assignments may be changed.

2.7 IAMU employees shall be dismissed from the project by the Contractor when so requested by the City, and such persons shall be prohibited from returning to the project without the written consent of the City.

2.8 IAMU shall be responsible for the acts and omissions of all IAMU employees and all subcontractors, their employees, agents and agent's employees, and all other persons providing services under agreement with IAMU.

3. PROGRAM DEVELOPMENT

3.1 IAMU will develop new programs and review and update existing programs in City departments and divisions in order to ensure compliance with OSHA program requirements.

3.2 IAMU will establish or review and update written OSHA programs for City departments and divisions.

3.3 IAMU will establish or review and update safety processes that support and build the safety programs in City departments and divisions and will include City-specific examples and/or photographs in the delivery of training sessions.

3.4 IAMU will establish written OSHA safety programs and processes for City locations, including but not limited to City Hall, where multiple departments and divisions are located.

3.5 IAMU will formally solicit employee involvement and input in programs and processes to insure employee buy-in and to allow future updates to be made by City employees or others. This to be achieved by attending monthly safety committee meetings and/or direct contact within the departments.

3.6 IAMU will perform work on the following OSHA programs:

3.6.1 Continue the re-evaluate program risk assessment of Confined Space, the Blood Borne and the Emergency Action plans. Then make appropriate changes or recommendations to the program.

3.6.2 Perform a detailed audit and report for each department and then follow up with results and assistance to correct findings.

3.6.3 Continue the re-evaluate program risk assessment of Job Safety Analysis and Personal Protective Equipment. Then make appropriate changes or recommendations to the program.

3.6.4 Continue to evaluate the status of electrical panels for general compliance, and with arc flash rating regulations.

3.6.5 Evaluate and update machine specific Lockout – Tagout procedures.

3.6.6 Other programs as approved by the Owner’s Representative during the contract period.

3.7 IAMU will develop and include in all work the following, as applicable or as directed by the Owner’s Representative, for each program at each location.

3.7.1 Photographic record of all processes.

- 3.7.2 Audit forms, in both electronic and paper formats, for each work group.
- 3.7.3 Written presentation outlines, provided in both electronic and paper formats.
- 3.7.4 Records of discussions concerning ideas and opportunities to improve the quality and content of all written documents and visual presentations.
- 3.7.5 Inspection forms, in both electronic and paper formats.
- 3.8 IAMU shall perform various tests and analysis including but not limited to audiometric and air sampling.
- 3.9 IAMU shall provide professional assistance in the development of general safety policies and procedures.
- 3.10 All programs, forms, processes, and other work shall meet the applicable OSHA program requirements.
- 3.11 All programs, forms, and processes shall be specific to the using department/work group.
- 3.12 IAMU will review existing programs and processes for compliance with OSHA program requirements and provide written report to the Owner's Representative.
- 3.13 IAMU will prepare recommendations for program and process improvements and submit to Owner's Representative and applicable department/division/work group.
- 3.14 For each program at each department/division/work group, IAMU will provide a comprehensive training session.
- 3.15 IAMU will assist Risk Manager with safety reports.

4. SAFETY CONSULTATION AND PROCEDURE TRAINING

- 4.1 IAMU will, as part of the training allotted hours, assist managers and supervisors with safety related questions and/or activities. This includes establishing and supporting safety committees and attending the safety committee meetings.

- 4.2 IAMU will assist and/or conduct incident investigations, when requested by the City of Ames.
- 4.3 IAMU will prepare, arrange, and present monthly education classes and related consulting services to educate City employees on various OSHA health and safety issues, programs, and processes.
- 4.4 IAMU will conduct periodic meetings with departments, divisions, and work groups to plan training classes.
- 4.5 IAMU will conduct, per the training schedule, a training session each month at each City operating department/division/work group site. It is understood that City departments/divisions may cancel or reschedule training sessions based on their work schedules.
- 4.6 Monthly safety classes shall include training meeting or exceeding OSHA program requirements. Classes will be chosen and arranged by consultation with the individual departments and the Risk Manager, complying with the requirements of OSHA and relating to the specific needs of the department.
- 4.7 Each training session will be one-hour minimum duration and will include available outline and handouts for each participant.
- 4.8 When applicable, each training session shall include video and City-specific content, including documents, photographs and videos.
- 4.9 When possible, training sessions shall include practical or hands-on instruction.
- 4.10 By the 15th day of each month, IAMU will provide the Owner's Representative with a written summary of the previous month's training. Summary shall be provided in both electronic (Word and Excel) and hard copy formats suitable for inclusion in formal reports and retention in City records.
- 4.10.1 Annually, or as requested by City of Ames, Contractor will supply class outlines and handouts to Owner Representative.
- 4.10.2 IAMU will provide Owner Representative the sign-in sheet for each course presented, including:
- 4.10.2.1 Date.
- 4.10.2.2 Time of day and duration/length of class.
- 4.10.2.3 Instructor name.

4.10.2.4 Department, division, or work group name where class was presented.

4.10.2.5 Description/topic of class.

4.11 IAMU shall maintain a database of training sessions provided. IAMU, at the request of the Owner's Representative, will provide a summary of training by employee.

4.12 The database shall include a comprehensive record of training attendance for each employee in each department, division or work group where services have been provided by IAMU.

4.13 Database records shall include each employee's name, department, division, work group, dates of attendance at training sessions, duration of each class, and name/topic of each session attended.

4.14 By the 15th of each month, IAMU shall update database records to include all sessions presented the previous month.

5. PROGRESS AND STATUS REPORTING

5.1 The IAMU project supervisor/manager shall meet with the Owner's Representative at least once per month or as requested by the Risk Manager to review progress on written program development and monthly training topics.

6. INVOICING AND PAYMENT

6.1 This Agreement shall be on a Not To Exceed contract basis of \$132,000, or an estimated monthly amount of \$11,000.00.

6.2 An invoice representing the Agreement's "progress billing", in the estimated amount of \$11,000.00 shall be submitted by the 25th of each month for work performed the previous month.

6.3 The invoice shall be accompanied by the following:

- 6.3.1 a narrative of the work performed during the previous month,
- 6.3.2 the planned work for the upcoming month.

6.4 Any work performed outside the scope of the Agreement will be agreed to in advance by IAMU and the City, billable at rates as stated in the Agreement.

6.5 For work performed outside the scope of the Agreement, the invoice shall provide the following detail.

- 6.5.1 Date(s) work performed.
- 6.5.2 Time of day worked on each day including start time and completion time.
- 6.5.3 IAMU staff person name and work rate classification.
- 6.5.4 Department, division, work group name for which services were provided.
- 6.5.5 Description of work performed or service provided including program name.
- 6.5.6 City of Ames staff person designated as point of contact for the service.

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COUNCIL ACTION FORM

SUBJECT: LIABILITY BROKERAGE AGREEMENT RENEWAL FOR FY 2021/22

BACKGROUND:

The City contracts with Knapp Tedesco to provide liability insurance brokerage services for the City. This contract stems from a three-year agreement with Knapp Tedesco initiated in 2018. After the initial three-year term, both parties agreed the agreement could be extended for optional one-year extensions.

The original three-year agreement provided for payments of \$36,000 in FY 2018/19, \$37,000 in FY 2019/20, and \$38,000 in FY 2020/21. **Knapp Tedesco has agreed to extend this agreement through June 30, 2022 at the cost of \$38,000.**

Under Knapp Tedesco's guidance, the City's insurance program has been taken to market twice. Each time this effort has resulted in better renewal quotes from our incumbent liability insurance provider. Additionally, Knapp-Tedesco has provided valuable coverage analysis and guidance regarding receiving improved service from the City's insurance providers. The City seeks Knapp Tedesco's advice on a regular basis regarding insurance coverage strategies.

ALTERNATIVES:

1. Approve an extension of the liability brokerage agreement with Knapp Tedesco in the amount of \$38,000 for the period of July 1, 2021 through June 30, 2022.
2. Do not approve an extension of the property brokerage agreement and seek proposals from other companies.

CITY MANAGER'S RECOMMENDED ACTION:

The City utilizes the services of a liability insurance broker to provide access to the liability insurance market. Without these services, a great deal of the administration of the City's liability insurance program would revert to City staff. Knapp Tedesco has provided excellent service in brokering the City's liability insurance policies.

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

COUNCIL ACTION FORM

SUBJECT: FY 2021/22 PROPERTY BROKERAGE AGREEMENT RENEWAL

BACKGROUND:

The City contracts with Willis of Greater Kansas, Inc., to provide property insurance brokerage services for the City's property insurance program. This contract stems from a three- year agreement with Willis initiated in 2011. After the initial three-year term, both parties agreed to extend the agreement for each of the optional one-year extensions.

These services were initially provided by Willis for \$45,000 per year. In FY 2019/20, Willis increased its fee to \$50,000 per year. **Willis has agreed to extend this agreement through June 30, 2022 with no fee increase, at the cost of \$50,000.**

Under Willis' guidance, the City's property program has been divided into a municipal property insurance program and a power property program. Last year City staff instructed Willis to take the City's property insurance to the marketplace. The City seeks Willis' advice on a regular basis regarding risk mitigation efforts, insurance coverage strategies, and in completing claim documentation in the event of losses.

ALTERNATIVES:

1. Approve an extension of the property brokerage agreement with Willis of Greater Kansas, Inc. in the amount of \$50,000 for a period beginning July 1, 2021.
2. Do not approve an extension of the property brokerage agreement and seek proposals from other companies

CITY MANAGER'S RECOMMENDED ACTION:

The City utilizes the services of a property insurance broker to provide access to the property insurance market and to provide assistance in managing the property insurance portfolio. Without these services, a great deal of the administration of the City's property insurance program would revert to City staff. Willis has provided excellent service in brokering the City's property insurance policies.

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

COUNCIL ACTION FORM

SUBJECT: PROPERTY INSURANCE RENEWAL FOR FY 2021/22

BACKGROUND:

The City contracts with Willis of Greater Kansas, Inc. to provide property insurance brokerage services for the City's property insurance program. Willis has obtained quotes for property insurance coverage for FY 2021/22 and they are now being presented for City Council approval.

The City's property insurance program is split into two main components:

- 1) The "Power" component, which covers Resource Recovery, the Power Plant, and assets related to the electrical infrastructure. In FY 2018/19 this coverage was moved to Starr Tech.
- 2) The "Municipal" component, which covers all other City property. This component has been underwritten by Chubb Insurance Group since 2012.

Splitting the City's insurance coverage into two major components allows for an optimization of terms and pricing to fit each insurer's specialty, rather than placing all City property under a one-size-fits-all program. In addition, the broker arranges for flood insurance for properties susceptible to flood damage (CyRide, WPC, and Furman Aquatic Center).

After initiating the brokerage arrangement with Willis, the City modified its philosophy regarding how much insurance to purchase for property coverage. Prior to 2012, the City purchased insurance coverage equal to 100% of the total value of all City assets, even though there was a very small likelihood that all of the City's assets would be totally destroyed in even the most devastating of events.

In 2012, the City Council authorized staff to procure insurance using the technique of Maximum Foreseeable Loss (MFL). Under this technique, the valuation to cover was based on the scenario of a large EF5 tornado touching down near the CyRide facility and destroying everything between it and the Public Works warehouse in east Ames. This assumption is used to calculate the Total Insured Value included in the property insurance program.

QUOTATION SUMMARY

As with prior years through Willis, the municipal and flood coverage in the renewal proposal comes from Chubb (municipal property), and RSUI (flood insurance). The account rates for Chubb and RSUI have increased compared to FY 2020/21. This is due to the commercial property market hardening because of an increasing number of catastrophic events worldwide.

The flood insurance quote also increased because of the recent flooding in the Midwest. **Staff requested Willis take the municipal property and flood insurance to the marketplace but no other carrier was able to improve upon the incumbent carriers' rates. The quotation details for the municipal portion of the program are as follows:**

FY 2021/22 'Municipal' Facilities Renewal (Chubb & RSUI)			
Chubb "Municipal" Assets Coverage	FY 2021/22	FY 2020/21	Change
Indexed Insured Values@ Replacement Cost, including CyRide	\$263,281,233	\$253,604,697	4%
Chubb Rate	.000798	.000683	16.8%
Chubb Premium	\$210,092	\$173,278	21.2%
Excess Flood \$5M Layer (RSUI) for WPC, CyRide, Furman Aquatic Center	\$65,902	\$57,291	15.03%
TRIA coverage (terrorism)	\$15,100	\$14,713	2.6%
Total Municipal Property Premium	\$291,094	\$245,282	16%

For the FY 2018/19 program, City staff instructed Willis to market our power facility renewal. This resulted in a significant savings for the City. Starr Tech provided the best rate and also guaranteed its rate for two years. The guarantee ended with the current fiscal year. Therefore, Starr is now proposing an increase to its rate. While the rate increase is large, because of the City's excellent claim history within this area, the rate increase was not as large as originally anticipated.

FY 2021/22 'Power' Facilities Renewal			
	FY 2021/22	FY 2020/21	Change
Indexed Insured Values @ Replacement Cost	\$451,394,523	\$435,708,999	3%
Coverage Purchased (MFL Basis; assumes Power Plant Total Loss @ ACV)	\$200,000,000	\$200,000,000	--
Account Rate	\$0.1159	\$0.1054	9.93%
Total Power Property Premium	\$523,049	\$482,855	13.89%

The combined Power and Municipal premiums are as follows:

FY 2021/22 Combined Property Renewal			
	FY 2021/22	FY 2020/21	Change
Total Power Premium	\$523,049	\$482,855	17%
Total Municipal Property Premium	\$291,094	\$245,282	13%
TOTAL	\$814,143	\$612,813	25%

Knowing that the property coverage rate guarantee was ending in the current fiscal year, and also anticipating rate increases due to insurance market forces, City staff incorporated a larger than normal increase in funding into the FY 2021/22 recommended budget. Therefore, the FY 2021/22 budget includes \$946,435 for the property program premiums, which is sufficient to cover these increased premium expenses.

ALTERNATIVES:

1. Approve the renewal for the property insurance program coverage at the combined quoted premium of \$814,143 for FY 2021/22.
2. Do not approve the renewal of the property insurance program and direct staff to seek additional coverage quotes.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed insurance renewal provides adequate coverage of the City's assets. Although the premiums have increased, these increases were anticipated, and sufficient funding has been incorporated into the City's budget. There are no alternative carriers who quoted coverage for the City's property program.

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

COUNCIL ACTION FORM

SUBJECT: EXCESS WORKER'S COMPENSATION INSURANCE RENEWAL

BACKGROUND:

The City began purchasing Excess Workers' Compensation Insurance coverage brokered by Holmes Murphy on July 1, 2010, to reduce the financial risk of catastrophic self-insured worker's compensation claims. This coverage limits the City's financial exposure for self-insured worker's compensation claims (including police and firefighter Chapter 411 injury disability claims) to a maximum dollar amount per individual claim. Beginning with the FY 2014/15 coverage, this also includes an added layer of aggregate protection for multiple large claims exceeding a specified amount.

This excess coverage, which is provided by Midwest Employers Casualty Company (MWECC), will expire on June 30, 2021. MWECC provided a renewal quotation through Holmes Murphy. Together, the individual claim and aggregate layer coverages protect the City against unlimited financial exposure for both large individual claims and catastrophic events where there are multiple injuries. Excess Workers Compensation rates are typically affected by past claims experience and national trends of overall claims experience and medical cost inflation.

The City's current policy includes a per-claim threshold of \$500,000. The per-claim threshold is the amount an individual claim must exceed before the excess insurance provides coverage. All individual claims below the per-claim threshold are paid entirely by the City in a self-insured manner.

Holmes Murphy received a quote from the incumbent carrier (MWECC) as well as Safety National.

Safety National required a \$750,000 per-claim threshold on municipal employees and a \$1,000,000 per-claim threshold on Electric, Police and Fire Fighters. Even with these increased thresholds, Safety National's quote was \$150,000.

The incumbent provider, (MWECC), has quoted a premium of \$121,601, which is 4.8% increase over the current coverage. Unfortunately, MWECC has also proposed an increase to the per claim threshold, but only for police, fire, and electric workers. **Because no carrier will write coverage for the existing threshold amounts, the City's only choice is to accept a higher exposure in the event of major police, fire, or electric claims.**

A detailed outline of the current coverage and the quoted coverage from MWECC for next

fiscal year follows below:

	FY 2020/21 Current	FY 2021/22 Quote
Plan Feature	Self-insured and insured amounts	Self-insured and insured amounts
Per claim self- insured threshold	\$500,000	\$500,000
Per claim self-insured threshold for Electric, Police, and Firefighters	\$500,000	\$750,000
Aggregate Layer	\$2,000,000	\$2,000,000
PREMIUM COST	\$115,950	\$121,601

The City’s budget for FY 2021/22 includes \$127,545 in funding for this coverage. The budget and quoted costs are based on the City’s estimated FY 2021/22 payroll. The actual amount billed will be based on reconciliation audits reflecting the City’s actual employment numbers across various employee classifications throughout the year.

ALTERNATIVES:

1. Accept the quote from Holmes Murphy & Associates, for coverage with Midwest Employers Casualty Company (MWECC), at a renewal premium of \$121,601.
2. Reject the quote and direct staff to search for other alternatives.
3. Decline to purchase Excess Workers Compensation Insurance and self-insure 100% of all employee injury claims that are incurred.

CITY MANAGER'S RECOMMENDED ACTION:

The City has significant financial exposure for medical and long-term disability expenses from statutory 411 police and firefighter claims, as well as from other job classifications such as power plant workers and electric distribution employees. The individual claim and aggregate layer coverages will protect the City against unlimited financial exposure for large individual claims and for events that could cause multiple injuries.

Midwest Employers Casualty Company continues to provide acceptable excess workers compensation insurance that limit catastrophic injury claims costs for the City of Ames.

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

COUNCIL ACTION FORM

SUBJECT: AGREEMENT FOR MAINTENANCE AND REPAIR OF PRIMARY ROADS IN MUNICIPALITIES

BACKGROUND:

Every five years, the City of Ames receives an Agreement for Maintenance and Repair of Primary Roads in Municipalities from the Iowa Department of Transportation (Iowa DOT). The agreement renewal would cover July 1, 2021, through June 30, 2026. This agreement states what is legally required by the City and the Iowa DOT in regards to maintenance and repair of primary roads (US 69) as defined by *Iowa Code*. **For primary highways with an urban cross-section such as U.S. Highway 69 in Ames, *Iowa Code* requires the municipality to maintain items such as curb and gutter, traffic signals, streetlights, crosswalks, and drainage systems.**

This agreement provides for a supplemental annual agreement that covers reimbursement from the IDOT to the City for the maintenance and repair of US 69. This supplemental agreement, which takes effect each July 1st, is approved annually by the Director of Public Works. **Currently, the supplemental maintenance agreement with the IDOT calls for the City to be paid \$50,292.38 in FY 2021/22, which is estimated to cover the costs associated with these maintenance responsibilities.**

ALTERNATIVES:

1. Approve the FY 2021/22 through FY 2025/26 Agreement for Maintenance and Repair of Primary Roads in Municipalities.
2. Do not approve the agreement.

CITY MANAGER'S RECOMMENDED ACTION:

This agreement is a standard State of Iowa form that details the responsibilities of the City of Ames and the Iowa DOT as defined in *Iowa Code*. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No.1, as noted above.



Iowa Department of Transportation

Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Ames, Story County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

- A. Freeways (functionally classified and constructed)
 - 1. Maintain highway features including ramps and repairs to bridges.
 - 2. Provide bridge inspection.
 - 3. Highway lighting.
- B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)
 - 1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
 - 2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
 - 3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
 - 4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
 - 5. Vehicular Bridges: Structural maintenance and painting as necessary.
 - 6. Provide bridge inspection.
- C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)
 - 1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.
- D. City Streets Crossing Freeway Rights of Way (See II.C)
 - 1. Roadsides within the limits of the freeway fence.
 - 2. Surface drainage of right of way.
 - 3. Traffic signs and pavement markings required for freeway operation.
 - 4. Guardrail at piers and bridge approaches.
 - 5. Bridges including deck repair, structural repair, berm slope protection and painting.
 - 6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

- A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)
 - 1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
 - 2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
 - 3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.
 - 4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.

5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
 - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
 - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
 - D. To comply with the current Utility Accommodation Policy of the Department.
 - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026.

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

Ames _____
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____
District Engineer

Date _____

Date _____

APPROVED AS TO FORM
BY *Victoria A. Feilmeyer*
VICTORIA A. FEILMEYER
ASSISTANT CITY ATTORNEY

5-28-21

ITEM #: 19
DATE: 06-08-21

COUNCIL ACTION FORM

SUBJECT: 2021/22 ARTERIAL PAVEMENT IMPROVEMENTS (NORTH DAKOTA AVENUE AND ONTARIO STREET) FUNDING AGREEMENT WITH IOWA DEPARTMENT OF TRANSPORTATION

BACKGROUND:

The City of Ames has been awarded a **grant in the amount of \$900,000** through the Iowa Department of Transportation (Iowa DOT) for the **2021/22 Arterial Pavement Improvements on North Dakota (UPRR to Ontario St) and Ontario (North Dakota Ave to Woodstock Ave)**. This agreement is through the Surface Transportation Block Grant Program Federal-aid Swap to help fund transportation improvement projects on streets and highways in Iowa and requires a bid letting through IDOT.

The summary of the revenues for this project are shown below. Estimated expenses will be determined as preliminary design begins.

Funding Source	Available
G.O. Bonds	\$ 800,000
Federal/State Grants	\$ 900,000
Total	\$1,700,000

ALTERNATIVES:

1. Approve the Iowa DOT STBG Federal-aid Swap funding Agreement for the 2021/22 Arterial Pavement Improvements (North Dakota- Ontario) project in the amount of \$900,000.
2. Reject the Agreement.

CITY MANAGER'S RECOMMENDED ACTION:

Approval of this agreement with the Iowa DOT must happen before moving forward with development and construction of this project (2022 construction season). Delay or rejection of this agreement could delay this street project and will require additional funding. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.**

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project**

Recipient: City of Ames

Project No.: STBG-SWAP-0155(707)—SG-85

Iowa DOT Agreement No.: 1-21-STBG-SWAP-011

This is an agreement between the City of Ames, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program 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 STBG 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 persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the Public Works Director.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:

In the City of Ames, On North Dakota Avenue, from Ontario Street North .17 miles to Union Pacific Railroad Tracks Paving.
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.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$900,000 for the following phases of work as stipulated by the Ames Area Metropolitan Planning Organization :

Preliminary Engineering
Construction Engineering
Right-of-Way
X Construction
Other (please specify) ____.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the Ames Area Metropolitan Planning Organization current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

11. This agreement and the attached Exhibit 1 (& 2 if appropriate) 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.

City Signature Block

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Ames, and that _____, who signed said Agreement for and on behalf of 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 _____, 20_____.

Signed _____ Date _____, 20____

City Clerk of Ames, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20____

Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1

General Agreement Provisions for use of 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. Programming

- a. 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 the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. 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.

4. 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.

5. 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 Right of Way Bureau 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.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. 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.
- c. 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 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.

- d. 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.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. 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.

7. 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.

8. Reimbursements.

- a. 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.
- b. 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.
- c. 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.
- d. 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 Bureau, 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.
- e. 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; for example, Federal funds not received through FHWA, 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.

9. 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.
- 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).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

ITEM #: 20
DATE: 06-08-21

COUNCIL ACTION FORM

SUBJECT: 2021/22 CONCRETE PAVEMENT IMPROVEMENTS (STANGE ROAD AND 24TH STREET) FUNDING AGREEMENT WITH IOWA DEPARTMENT OF TRANSPORTATION

BACKGROUND:

The City of Ames has been awarded a **grant in the amount of \$1,600,000** through the Iowa Department of Transportation (Iowa DOT) for the **2021/22 Concrete Pavement Improvements Stange Road (Blankenberg Dr - 24th St) and 24th Street (Stange Road to UPRR) project**. This agreement is through the Surface Transportation Block Grant Program Federal-aid Swap to help fund transportation improvement projects on streets and highways in Iowa and requires a bid letting through IDOT.

The summary of the revenues for this project are shown below. Estimated expenses will be determined as preliminary design begins.

Funding Source	Available
G.O. Bonds	\$2,600,000
Federal/State Grants	\$1,600,000
Total	\$4,200,000

ALTERNATIVES:

1. Approve the Iowa DOT STBG Federal-aid Swap funding Agreement for the 2021/22 Concrete Pavement Improvements (Stange-24th) project in the amount of \$1,600,000.
2. Reject the Agreement.

CITY MANAGER'S RECOMMENDED ACTION:

Approval of this agreement with the Iowa DOT must happen before moving forward with development and construction of this project (2022 construction season). Delay or rejection of this agreement could delay this street project and will require additional funding. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.**

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project**

Recipient: City of Ames

Project No.: STBG-SWAP-0155(706)—SG-85

Iowa DOT Agreement No.: 1-21-STBG-SWAP-010

This is an agreement between the City of Ames, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program 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 STBG 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 persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the Public Works Director.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:

In the City of Ames on Stange Road and 24th Street, from Blankenburg Drive North .4 Miles to 24th Street and East .8 miles to RR Grade and Pave.
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.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$1,600,000 for the following phases of work as stipulated by the Ames Area Metropolitan Planning Organization :

Preliminary Engineering
Construction Engineering
Right-of-Way
X Construction
Other (please specify) ____.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the Ames Area Metropolitan Planning Organization current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

11. This agreement and the attached Exhibit 1 (& 2 if appropriate) 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.

City Signature Block

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Ames, and that _____, who signed said Agreement for and on behalf of 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 _____, 20_____.

Signed _____ Date _____, 20____

City Clerk of Ames, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20____

Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1

General Agreement Provisions for use of 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. Programming

- a. 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 the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. 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.

4. 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.

5. 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 Right of Way Bureau 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.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. 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.
- c. 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 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.

- d. 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.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. 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.

7. 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.

8. Reimbursements.

- a. 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.
- b. 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.
- c. 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.
- d. 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 Bureau, 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.
- e. 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; for example, Federal funds not received through FHWA, 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.

9. 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.
- 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).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

COUNCIL ACTION FORM

SUBJECT: HOUSEHOLD HAZARDOUS MATERIALS COLLECTION

BACKGROUND:

Since 1998, the City of Ames, through the Resource Recovery System, has contracted with Metro Waste Authority (MWA) for operation of a satellite Household Hazardous Materials (HHM) collection operation. MWA owns the small building where the collected materials are received and stored for pick-up. Collected materials are then transported to MWA's facility in Bondurant, Iowa, and are safely processed in accordance with State and Federal regulations. Resource Recovery staff members receive HHM training from MWA and work with the customers when they drop-off HHM.

Several agencies across Iowa are participating in this program, which keeps costs at a reasonable level. The 2017/18 to 2020/21 contract cost was \$0.92 per capita county-wide or a total of \$80,823.84 annually. The proposed three-year contract has a new rate of \$0.94, for a total cost of \$82,580.88 for the first year. For each subsequent year of the agreement, the annual per capita fee will increase by the same percentage as the Consumer Price Index for All Urban Consumers (CPI-U).

Over the past three years, our **calendar year utilization** has been as follows:

<u>YEAR</u>	<u>CUSTOMERS</u>	<u>TOTAL WEIGHT (LBS)</u>	<u>LBS/CUSTOMER</u>	<u>\$/LBS</u>
2018	421	25,070	59.55	\$3.22
2019	448	29,826	66.58	\$2.71
2020	491	26,420	53.81	\$3.06

National data indicates that average drop-off is 20 pounds per customer and as shown, the Resource Recovery System's rate is well above that level. Over half of the material is oil-based paints or paint-related products. **Also, providing the HHM service is a requirement of the City's National Pollutant Discharge Elimination System (NPDES) stormwater permit.**

The general provisions of the three-year agreement remain the same.

ALTERNATIVES:

1. Approve the proposed 2021/22 through 2023/24 intergovernmental agreement with MWA for a satellite HHM collection and disposal operation at an annual cost of \$82,580.88, and an annual increase for subsequent years based on (CPI-U).
2. Do not approve the proposed agreement.

MANAGER'S RECOMMENDED ACTION:

It is important for the City to continue this service in order to provide an easy, proactive means for the public to dispose of hazardous materials and to have the knowledge that the materials are properly disposed of in an environmentally safe manner. In addition to providing a means for keeping these pollutants out of the environment, this service is a requirement of the City's NPDES stormwater permit.

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

**Metro Waste Authority
Household Hazardous Waste
Service Agreement**

This Agreement made this first (1) day of July 2021, by and between the City of Ames, Iowa hereinafter referred to as “Customer”, and Metro Waste Authority, hereinafter referred to as “MWA”, an intergovernmental agency formed pursuant to chapter 28E of the Code of Iowa, with its principal office at 300 East Locust St., Des Moines, Iowa.

Whereas, MWA has established and operates a permanent collection center for Household Hazardous Waste, hereinafter referred to as “HHW”, currently known as the Metro Hazardous Waste Drop-off, hereinafter referred to as “MHWD,” including materials, equipment, and staff for the consolidation, temporary storage, and shipment of HHW, and

Whereas, Customer desires to establish a mobile collection program for HHW;

Therefore MWA and Customer agree to establish a mobile collection program on the following mutually agreed upon terms and conditions:

Terms

Section I Definitions

The following definitions shall apply to this Agreement:

- A. Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4(b)(1) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, household batteries, and similar materials.

Exceptions: HHW does not include laundry detergents, soaps, dish washing compounds, chlorine bleach, personal care products, personal care soaps, cosmetics, animal and human medications and pharmaceuticals.

Exclusions: HHW that will not be accepted through Mobile Collections events as a part of this agreement include Regulated Substances, latex based paint, used motor oil, lead acid batteries, ammunition, asbestos, compressed gas cylinders, explosives, fire extinguishers, or radioactive materials.

- B. Regulated Substances shall mean substances defined as “regulated substances,” “hazardous waste,” “hazardous materials,” “toxic substances,” or “pesticides” in one or more of the following: the Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Amendment of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local or state environmental laws, or the regulations, rules and ordinances adopted and publications, standards and guidelines promulgated pursuant to the state or federal laws.
- C. Very Small Quantity Generators (VSQG), shall mean a hazardous waste generator who generates less than 1 kilogram (2.2 pounds) per month of acute hazardous waste, and never stores more than this amount on site at any time; and generates less than 100 kilograms (220 pounds) of all other hazardous waste, and never stores more than 1,000 kilograms (2,220 pounds) on site at any time and is further modified by 40 CFR 261.5 (f)(2), and (g)(2).

- D. Customer shall mean the Iowa Code Chapter 28E agency, county, solid waste agency or commission, or municipality signing this Agreement.
- E. Eligible Resident is any resident, excluding businesses, residing within the jurisdiction of the Customer.
- F. Eligible Business is any business within the jurisdiction of Customer who meets the definition of a VSQG and who complies with the necessary pre-qualifying and drop-off procedures of MWA and Customer.
- G. Exceptional Service shall mean the pick-up, drop-off, handling, disposal of HHW or other materials outside of regularly scheduled Mobile Collections event.
- H. Metro Hazardous Waste Drop-off (MHWD) shall mean MWA's permanent household hazardous waste collection center located at 1105 Prairie Dr. SW, Bondurant, IA 50035.
- I. Satellite Site shall mean a permanent manned site that is served by the MWA's Mobile Collections unit and has a Satellite Building located on site.
- J. Satellite Building shall mean a prefabricated weatherproof structure that is relocatable and provides vault-like safety, security, segregation, and secondary containment storage for hazardous materials, chemicals and waste, and is vented to prevent accumulation of flammable or explosive vapors. If a building is not one supplied by MWA it must pass local fire codes and any other requirements set by MWA.

Section II Purpose

The purpose of this Agreement is to expand the MWA's HHW collection and education program to Customer, define the type and scope of services and define the responsibilities of the parties relating to this Agreement.

Section III Effective Date

- A. Term: This Agreement shall become effective on July 1, 2021 and terminates at midnight on June 30, 2024.
- B. Renewal: This Agreement shall automatically renew for successive terms of one (1) year each, provided that this Agreement has not been terminated under Section III(C) herein or unless Customer gives Notice of Non-Renewal of Agreement no greater than sixty (60) days and no less than thirty (30) days prior to the end of the initial term or any subsequent additional one (1) year term of the Agreement. Such Notice of Non-Renewal of Agreement shall not relieve either party from those liabilities or costs already incurred pursuant to this Agreement.
- C. Termination: This Agreement may be terminated as follows:
 - 1. 1. Customer shall have the option to terminate this Agreement at any time for "Cause". "Cause" is defined as any breach by MWA of any provision or provisions of this Agreement. Customer shall exercise its option to terminate this Agreement for "Cause" under this provision providing written notice of the intent to terminate this Agreement setting forth therein the reason or reasons for such termination. MWA shall have ten (10) days following the receipt of such notification to remedy the cause for termination set forth in such notice or at such reasonable time thereafter if the cause for termination cannot practicably be remedied within this ten (10) day period and MWA is working diligently to remedy the cause. If MWA shall fail to remedy such cause within the appropriate time frame set forth in this Paragraph, this Agreement shall terminate. Upon termination under this provision, MWA shall be entitled to payment for all work performed to date

of termination and each Customer shall be entitled to receive all work not yet performed that has been paid for prior to termination of this Agreement.

2. MWA shall have the option to terminate this Agreement at any time with or without "Cause".

Section IV HHW Collections Services

- A. Permanent MHWD Services: MWA agrees to accept HHW delivered to the MHWD, by appointment, from an Eligible Residents or Eligible Business of Customer.
- B. Mobile Collections Events: MWA agrees to provide for collection of HHW at various locations within Customer's jurisdiction. MWA shall have overall control of collection activities at each site. The number and location of the Mobile Collections events to be held during this Agreement shall be negotiated between the Customer and MWA. MWA will allocate the number of Mobile Collections events and times for such events accordingly. MWA reserves the right to refuse any HHW. MWA will impose a maximum capacity limit for each Mobile Collections event based on safe and efficient operations (estimated at 200 vehicles).

During times when the Mobile Collections unit is not scheduled with a Customer, MWA reserves the right to schedule Mobile Collections events within Polk County, MWA's member communities and MWA jurisdiction.

- C. Satellite Site Collections: MWA agrees to provide for the collection, packaging, and transport of HHW from the Satellite Site to the MHWD for disposal. The Customer shall have overall control of collection activities at each Satellite Site in accordance with the guidelines established by MWA for amount, the types of waste, size of containers, and source of HHW. MWA reserves the right to refuse any HHW. The amount of HHW collected shall not exceed the safe capacity of the storage unit.
- D. Exceptional Service: Customer may require Exceptional Service. If Exceptional Service is needed, Customer shall identify service requested. Arrangements and additional fees will be negotiated prior to the initiation of any such Exceptional Service.
- E. Very Small Quantity Generators (VSQG's): VSQG's may use the MHWD for disposal of hazardous wastes by appointment, during the hours of normal operation. The MHWD shall require payment by VSQG's based upon established fees. At no time shall a VSQG or any other type of business use the Satellite Site or MHWD to dispose of its waste, unless prior approval has been made with MWA.
- F. Record Keeping: MWA agrees to keep records of the use of the MHWD and mobile collection unit to provide Customer with information regarding the use of the facilities by Eligible Residents, Eligible Businesses and VSQG's. Customer agrees to keep records of the use of the Satellite Site in order to provide MWA with information regarding the use of the program. MWA agrees to, upon request, submit semiannual reports describing at a minimum:
 1. The number of households participating in collection events.
 2. The number of VSQG's participating in the MHWD's programs.
 3. The number of households directly using the MHWD permanent facility.
 4. The quantity and categories of HHW collected.
 5. The quantity and categories of VSQG hazardous wastes collected.
 6. The days and hours of operation for each event.
 7. A summary of the disposition of the waste received including names and location of off-site disposal/treatment facilities used and wastes reused or recycled.

Section V Responsibilities of MWA

- A. MWA Responsibilities: MWA shall provide:

For Mobile Collections events:

1. The necessary vehicle, equipment, supplies for Mobile Collections events.
2. On-site training for Customer staff and volunteers.
3. Annual 8-hour updates for 40-hour or 24-hour OSHA Hazardous Waste Operations Training at MWA's MHWD.
4. One MWA Mobile Collections Coordinator to collect and transport HHM from Customer's site which has been collected at a scheduled MWA Mobile Collections event.

For Satellite Site:

1. Training for Customer personnel to operate a Satellite Site.
2. Forms, educational materials and media tool-kit to promote the Satellite Site.
3. On-site containerization, labeling and required paperwork.
4. Transportation of HHW from the Satellite Site to the MHWD for disposal.
5. Reports of the actual weight and types of waste collected from the Satellite Site.

Section VI Responsibilities of Customer

A. Customer Responsibilities: Customer shall provide:

For Mobile Collections events:

1. An adequate, easily accessible and safe site which is located on an impervious surface with unobstructed public access and has running water and toilet facilities. (MWA shall be the final authority in determining the adequacy of a site meeting requirements for a safe and efficient collection.)
2. Publicity for Mobile Collections events which will achieve maximum participation, and which describes date and time with specific instructions for participation.
3. Copies of publicity materials, fliers, newspaper and magazine articles, news releases, and other written, audio, and pictorial material that educate or promote the Mobile Collections events.
4. At least one employee of Customer who is 24-hour or 40-hour OSHA Hazardous Waste Operations certified.
5. Procedures for the collection, removal, and disposal of any waste that does not meet the definition of HHW or which is excluded or refused under this Agreement.
6. Traffic control around and within Mobile Collection event sites.
7. Designated individual to serve as point of contact between the Customer, MWA and the Coordinator.
8. Screening of participants and waste to ensure eligibility and acceptability.

For Satellite Sites:

1. Appropriate hours and procedures, which comply with MHWD schedules and established procedures.
2. Provisions or restrictions for "non-acceptable" waste under this Agreement.
3. A means to collect required information and to distribute educational material.
4. A plan to properly segregate and store HHW within the Satellite Building.

Section VII Costs

- A. Per Capita Costs: Customer shall pay MWA an annual per capita fee based on its total population as established by the United States Census Bureau or, if not available, similar governmental agency. For the first year of this Agreement, the annual per capita cost shall be \$0.94. For each subsequent year of this Agreement, the annual per capita cost shall increase by the same percentage as any over-the-year

percent increase in the Consumer Price Index for All Urban Consumers (CPI-U). See attachment A. No less than sixty (60) days prior to the annual anniversary date of this Agreement, MWA will send a notice of any rate adjustment for the coming year.

- B. Payments and Assessment of Costs: All Costs will be assessed to Customer on an annual basis, in advance. Payments of all Costs will be on a quarterly basis. Payments of all Costs shall be in four equal installments due on January 1st, April 1st, July 1st and October 1st of each year of this Agreement.
- C. Other: In addition to the Per Capita Cost as set forth in Section VII (A), the Customer shall be responsible for any other costs incurred by MWA as a result of the services provided to Customer under this Agreement, including but not limited to transportation and disposal costs.

Section VIII Hold Harmless and Indemnification-Mutual

- A. Customer Indemnification: Customer shall indemnify, defend, and hold MWA and its employees harmless from all claims, lawsuits, liabilities, and costs, including reasonable attorney's fees, arising from and incurred as a result of the operation or existence of the Satellite Site or a Mobile Collections event in Customer's jurisdiction. The obligations of Customer under this paragraph shall not extend to any liability solely caused by the gross negligence or intentional actions of MWA or its employees. This indemnification shall survive the expiration or termination of this Agreement and shall be governed by the laws of the state of Iowa.
- B. MWA Indemnification: MWA shall indemnify, defend, and hold Customer and its employees harmless from all claims, lawsuits, costs, including reasonable attorney's fees, or any other liability solely caused by the gross negligence or intentional actions of MWA or its employees.

Section IX Ownership – Satellite Building

MWA shall retain ownership of any Satellite Building that has been provided by MWA. Customer agrees to return possession of any Satellite Building to MWA should this Agreement be terminated or expire.

Section X Insurance

- A. Mobile Collections: Customer shall provide general liability insurance coverage to protect itself and MWA against any liability which could result from the operation or acceptance, storage, processing or shipment of materials at a Mobile Collections event. This insurance policy shall also cover the truck, trailer, and the site at which the Mobile Collections event(s) will be held. Prior to July 1, 2021, Customer shall submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds an adequate level of insurance as set forth herein. The Customer shall also submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds workers' compensation and employers' liability that meets or exceeds the requirements of MWA. The Customer shall maintain requisite levels of insurance for the Term of this Agreement.
- B. Satellite Site: Customer shall provide sufficient insurance coverage to protect itself and MWA against any liability which could result from any property damage, injury or liability arising out of the operation or existence of the Satellite Site. Prior to July 1, 2021, Customer shall submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds an adequate level of insurance as set forth herein. The Customer shall also submit to MWA a copy of the Certificate of Insurance attesting that the Customer holds workers' compensation and employers' liability that meets or exceeds the requirements of MWA. The Customer shall maintain requisite levels of insurance for the Term of this Agreement.

Section XI Compliance with Laws

Laws: MWA agrees to comply with all applicable federal state and local laws in the operation of its MHWD, including applicable Department of Transportation regulations at 49 CFR Part 107, and any applicable state or local laws.

Section XII Cooperation

Cooperation: In the event that MWA establishes a committee or commission to act in an ordinary capacity on the operation of the MWA mobile collection programs, Customer agrees to participate by sending a representative to serve on such a committee or commission.

Section XIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

As to Metro Waste Authority

Michael McCoy Date
Executive Director

As to the Customer

By: Date

COUNCIL ACTION FORM

SUBJECT: INCREASE PURCHASE ORDER TO BOONE COUNTY LANDFILL FOR RESOURCE RECOVERY WASTE DISPOSAL OPERATIONS

BACKGROUND:

On February 28, 2012, by resolution No. 12-064, Council awarded a contract for joint and cooperative action for waste disposal operations by Boone County and the City of Ames (purchase order #58303). The period from July 1, 2020 through June 30, 2021, is the ninth of ten 12-month extension periods. Each extension requires funding approval by Council. The adopted FY 2020/21 budget includes \$650,000 for this work.

The amount estimated to be disposed in FY 2020/21 was 13,500 tons at \$48.00/ton. **Staff now estimates the actual amount to be disposed will be 17,075 tons at \$52.00/ton, for an additional cost of \$238,000, bringing the amount of the current purchase order to \$888,000. This additional cost is mainly due to an increase of rejects from processed waste due to the on-going Power Plant rehabilitation projects for Unit 7 and Unit 8. The increase was anticipated at the time of final amendments to the operating budget and is covered with various identified savings within the current amended budget.**

ALTERNATIVES:

1. Approve a change order to Purchase Order #58303 in the amount of \$238,000 to cover the cost of the additional tonnage of waste deposited in the Boone County Landfill in FY 2020/21.
2. Do not approve the increased Purchase Order.

CITY MANAGER'S RECOMMENDED ACTION:

The Resource Recovery Plant is experiencing an increase in processed tons from what was expected due to on-going maintenance projects at the Power Plant and is striving to provide a high-quality RDF product to the Power Plant. A result of these factors is an increase in reject tonnage being shipped to the Boone Landfill.

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

COUNCIL ACTION FORM

SUBJECT: ELECTRICAL MAINTENANCE SERVICES CONTRACT FOR POWER PLANT – CONTRACT RENEWAL

BACKGROUND:

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.

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 has the option for the City to renew in one-year increments for up to four additional years. **The period from July 1, 2021 through June 30, 2022, is the third of the four-renewal periods subject to Council approval of funding for the relay and breaker maintenance.**

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 attached.

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 2021/22 operating budget for Electric Production includes \$150,000 for relay and breaker maintenance. Invoices will be based on contract rates for time and materials for services received.

ALTERNATIVES:

1. 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, 2021, through June 30, 2022, in an amount not-to-exceed \$150,000.
- b. Approve contract the performance bond with Tri-City Electric Company of Iowa in the amount of \$150,000.
2. Reject the renewal option and instruct staff to seek new competitive bids.

CITY 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.



Contractor: Tri-City Electric Company of Iowa

Contract 2018-143 Electrical Maintenance Services for Power Plant

FY 2019-2020 Rates, part 1

DESCRIPTION	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Supervisor	\$85.80	\$116.13	\$149.35
Apprentice	\$34.97	\$45.53	\$56.96
Foreman	\$81.37	\$111.76	\$144.20
Journeyman	\$78.28	\$107.38	\$139.05
Technician Level 1	\$92.70	\$118.45	\$154.50
Technician Level 2	\$97.85	\$123.60	\$159.65
Technician Level 3	\$103.00	\$128.75	\$164.80
Elect. Field Eng	\$128.75	\$154.50	\$185.40
Subsistence:	\$163.77 per day		
Travel:	\$66.95 per hour		
Mileage:	\$ 0.515 per mile		
Material Costs:	Cost Plus 10%		
Misc. Tools and Equipment: Rates Per Attached list			



Contractor: Tri-City Electric Company of Iowa

Contract 2018-143 Electrical Maintenance Services for Power Plant

FY 2020-2021 Rates, part 1

DESCRIPTION	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Supervisor	\$88.37	\$119.61	\$153.83
Apprentice	\$36.02	\$46.90	\$58.67
Foreman	\$83.81	\$115.11	\$148.53
Journeyman	\$80.63	\$110.60	\$143.22
Technician Level 1	\$95.48	\$122.00	\$159.14
Technician Level 2	\$100.79	\$127.31	\$164.44
Technician Level 3	\$106.09	\$132.61	\$169.74
Elect. Field Eng	\$132.61	\$159.14	\$190.96
Subsistence:	\$166.68 per day		
Travel:	\$68.96 per hour		
Mileage:	\$ 0.515 per mile		
Material Costs:	Cost Plus 10%		
Misc. Tools and Equipment: Rates Per Attached list			



Contractor: Tri-City Electric Company of Iowa

Contract 2018-143 Electrical Maintenance Services for Power Plant

FY 2021-2022 Rates

DESCRIPTION	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Supervisor	\$91.03	\$123.20	\$158.45
Apprentice 1 and 2	\$37.10	\$48.30	\$60.43
Apprentice 3	\$45.01	\$57.28	\$72.10
Apprentice 4	\$49.10	\$64.16	\$81.24
Apprentice 5	\$57.29	\$72.43	\$92.20
Apprentice 6	\$65.47	\$80.71	\$103.17
Foreman	\$86.33	\$118.57	\$152.98
Journeyman	\$83.05	\$113.92	\$147.52
Technician Level 1	\$98.35	\$125.66	\$163.91
Technician Level 2	\$103.81	\$131.13	\$169.37
Technician Level 3	\$109.27	\$136.59	\$174.84
Elect. Field Eng	\$136.59	\$163.91	\$196.69
Subsistence:	\$171.68 per day		
Travel:	\$71.03 per hour		
Mileage:	\$ 0.515 per mile		
Material Costs:	Cost Plus 10%		
Misc. Tools and Equipment: Rates Per Attached list			

COUNCIL ACTION FORM

SUBJECT: POWER PLANT MOTOR REPAIR CONTRACT – CONTRACT RENEWAL

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 the Motor Repair Contract for the City's Power Plant to Electrical Engineering and Equipment Company, Windsor Heights, Iowa. This contract has the option for the City to renew in one-year increments for up to four additional years. **The period from July 1, 2021 through June 30, 2022, is the third of the four-renewal periods subject to Council approval of funding for motor repairs.**

The contract's rate provision 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 prior rates and the proposed FY 2021/22 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 2021/22 Power Plant operating budget includes \$35,000 for this contract. Invoices would be calculated on unit prices bid and actual work performed. **Since the contract has been approved by the City Council in the past, future contract renewals, no matter the amount, must also be approved by City Council.**

ALTERNATIVES:

1. a. Approve contract renewal with Electrical Engineering and Equipment Co., Windsor Heights, Iowa, for Motor Repair for the one-year period from July 1,

2021 through June 30, 2022.

- b. Approve bond with Electrical Engineering and Equipment Company of Iowa in the amount of \$35,000.
2. Reject the renewal option and instruct staff to seek new competitive bids for motor maintenance services.

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.



2018-144 Motor Repair Contract for Power Plant Bid

Contractor: Electrical Engineering and Equipment Co. Windsor Heights, IA

	FY 2018-29 Rates	FY 2019-20 Rates	FY 2020-21 Rates	FY 2021-22 Rates
IN SHOP S.T.	\$74.25	\$75.36	\$76.49	\$77.64
IN SHOP O.T.	\$111.60	\$113.27	\$114.97	\$116.70
IN SHOP D.T	\$148.50	\$150.73	\$152.99	\$155.28
INSHOP SOLID STATE REPAIR	\$93.50	\$94.90	\$96.33	\$97.77
IN SHOP BALANCING, first hour	\$128.70	\$130.63	\$132.59	\$134.58
IN SHOP PRESSWORK	\$93.50	\$94.90	\$96.33	\$97.77
OUTSIDE S.T.	\$93.50	\$94.90	\$96.33	\$97.77
OUTSIDE O.T.	\$146.63	\$148.83	\$151.06	\$153.33
OUTSIDE D.T.	\$195.50	\$198.43	\$201.41	\$204.43
ON SITE SOLID STATE REPAIR, TROUBLE SHOOTING, PM'S	\$93.50	\$94.90	\$96.33	\$97.77
OT	\$146.63	\$148.83	\$151.06	\$153.33
DT	\$195.50	\$198.43	\$201.41	\$204.43
ON SITE VIBRATION ANALYSIS AND BALANCING	\$93.50	\$94.90	\$96.33	\$97.77
OT	\$146.63	\$148.83	\$151.06	\$153.33
DT	\$195.50	\$198.43	\$201.41	\$204.43
Mileage	\$0.98 / mile	\$1.00 /mile	\$1.00 /mile	\$1.00 /mile

Contractor: Electrical Engineering and Equipment Co. Windsor Heights, IA

CRAFT TRAVEL	\$91.59	\$92.51	\$93.43	\$94.37
MATERIAL COSTS:	Cost Plus 20%	Cost Plus 20%	Cost Plus 20%	Cost Plus 20%

Proposed Price Increase for Renewal Periods:

Labor Rates:	1.5% per year	
Travel & Subsistence:	1% per year	

*** All labor rates listed above are per hour**

COUNCIL ACTION FORM

SUBJECT: BOILER TUBE SPRAY COATING AND RELATED SERVICES AND SUPPLY CONTRACT FOR POWER PLANT – CONTRACT RENEWAL

BACKGROUND:

This contract is for a contractor to provide and install new boiler tube coating and surface preparation at the City's Power Plant on an as needed basis.

On May 12, 2020, City Council awarded a contract for Boiler Tube Spray Coating and Related Services and Supply Contract for the Power Plant to Whertec, Inc. of Jacksonville, FL. for a period through June 30, 2020. This contract, which has the option for the City to renew in one-year increments for up to three additional one-year terms, was renewed for July 1, 2020 through June 30, 2021. **The period from July 1, 2021 through June 30, 2022, is the second of the three renewal periods subject to Council approval of funding for the boiler tube coating and surface preparation.**

The contract's rate provision increases of 1% per year for labor and no increases for travel & subsistence. The rates for FY 2021/22 are shown on Attachment 1.

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) Saved City staff time obtaining quotes, evaluating bids and preparing specifications and other procurement documentation.

The approved FY 2021/22 Power Plant operating budget includes \$360,000 for these services. Invoices will be based on contract rates for time and materials for services that are actually received.

ALTERNATIVES:

1. a. Approve contract renewal with Whertec, Inc., Jacksonville, FL, for the Boiler Tube Spray Coating and Related Services and Supplies Contract for the one-year period from July 1, 2021 through June 30, 2022, in an amount not-to-exceed \$360,000.
- b. Approve the performance bond in the amount of \$360,000.
2. Reject the renewal option and instruct staff to seek new competitive bids.

CITY MANAGER'S RECOMMENDED ACTION:

This contract is needed to carry out emergency and routine boiler tube spray coating services at the Power Plant to maintain protection to the tubes replaced in 2013. Failure to maintain the coating will result in increased wear and early tube deterioration. Funds will be expended only as work is required and in accordance with approved invoices.

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



**ITB 2020-105 Boiler Tube
Spray Coating and Related
Services and Supply Contract
Bid Summary**

**Whertec, Inc.
Jacksonville, FL**

DESCRIPTION	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Supervisor:	\$75.00	\$105.00	\$131.00
Apprentice:			
Foreman:	\$61.00	\$85.00	\$107.00
Journeyman:			
Technician:	\$51.00	\$71.00	\$89.00
Safety Supervisor	\$75.00	\$105.00	\$131.00
Quality Assurance Supervisor	\$75.00	\$105.00	\$131.00
Subsistence:	see attached T & M rate sheets		
Travel:	see attached T & M rate sheets		
Mileage:	see attached T & M rate sheets		
MISCELLANEOUS TOOLS AND EQUIPMENT RATES:			
DESCRIPTION	Rate per U/M		
Large Air Compressor	see attached T & M rate sheets		
Sandblasting Rig	see attached T & M rate sheets		
Metal Spray Rig	see attached T & M rate sheets		
Proposed Price Increase for Renewal Periods:			
Labor Rates:	1% per year		
Travel & Subsistence:	0% per year		



**ITB 2020-105 Boiler Tube
Spray Coating and Related
Services and Supply Contract**

Whertec, Inc.

DESCRIPTION	Hourly Rate (ST)	Hourly Rate (OT)	Hourly Rate (DT)
Supervisor:	\$75.75	\$106.05	\$132.31
Apprentice:			
Foreman:	\$61.61	\$85.85	\$108.07
Journeyman:			
Technician:	\$51.51	\$71.71	\$89.89
Safety Supervisor	\$75.75	\$106.05	\$132.31
Quality Assurance Supervisor	\$75.75	\$106.05	\$132.31
Subsistence:	see attached T & M rate sheets		
Travel:	see attached T & M rate sheets		
Mileage:	see attached T & M rate sheets		
MISCELLANEOUS TOOLS AND EQUIPMENT RATES:			
DESCRIPTION	Rate per U/M		
Large Air Compressor	see attached T & M rate sheets		
Sandblasting Rig	see attached T & M rate sheets		
Metal Spray Rig	see attached T & M rate sheets		
Proposed Price Increase for Renewal Periods:			
Labor Rates:	1% per year		
Travel & Subsistence:	0% per year		

COUNCIL ACTION FORM

SUBJECT: ELECTRIC SERVICES UNDERGROUND TRENCHING - CONTRACT RENEWAL

BACKGROUND:

This contract consists of a contractor furnishing all equipment, tools, labor, and materials not supplied by Electric Services for excavating, trenching, directional boring, and backfilling for installation of conduits, ground sleeves, box pads, vaults, handholes, and other appurtenances.

This work consists of emergency service, as well as regularly planned repairs and services. **Therefore, to ensure availability of contractors, Electric Services contracts with a primary trenching contractor and a secondary trenching contractor. The secondary contractor is utilized when the primary contractor is unavailable to provide services.**

On June 25, 2019, City Council awarded the **primary contract** to Ames Trenching & Excavating, Ames, IA, in an amount not-to-exceed \$200,000, and the **secondary contract** to Zoske Electrical Services, Inc., Des Moines, IA, in an amount not-to-exceed \$100,000. This contract contained the option to renew the contract for four additional one-year periods. **The period from July 1, 2021 through June 30, 2022, is the second renewal period subject to Council approval of funding for the Underground Trenching Contract.**

The contract includes a rate provision which increases rates at fixed percentages above the previous fiscal year contracted rates at time of renewal. **For the primary contract with Ames Trenching & Excavating, the fixed rates for FY 2021/22 include labor increase of 5% and no increases for equipment and tools. For the secondary contract with Zoske Electrical Services, Inc., the fixed rates for FY 2021/22 include labor increase of 3% and no increases for equipment and tools.** A comparison of FY 2020/21 rates and proposed FY 2021/22 rates is shown on Attachment 1.

Staff recommends renewal of the contract with Ames Trenching & Excavating and Zoske Electrical Services. The benefits of having a contract for these services include:

- 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 total amount to be renewed for these contracts will be a time and materials cost not to exceed \$300,000.

The approved FY 2021/22 operating budget for Underground System Improvements contains \$300,000. Trenching and excavation services are included in this amount. The trenching and excavation services covered by this contract would also be used for the relocation of Electric Services facilities to clear sites for Public Works roadway improvement projects. Funds have been designated in various CIP projects for those relocation activities.

ALTERNATIVES:

1. Approve the contract renewal for underground trenching for FY 2021-22.
 - a. Approve the **primary contract** renewal with Ames Trenching & Excavating, Ames, IA, for the Underground Trenching Contract for Electric Services for the period from July 1, 2021, through June 30, 2022, in an amount not-to-exceed \$200,000.
 - b. Approve a Performance Bond with Ames Trenching & Excavating, Ames, IA in the amount of \$200,000.
 - c. Approve the **secondary contract** renewal with Zoske Electrical Services, Inc., Des Moines, IA, for the Underground Trenching Contract for Electric Services for the period from July 1, 2021, through June 30, 2022, in an amount not-to-exceed \$100,000.
 - d. Approve a Performance Bond with Zoske Electrical Services, Inc., Des Moines, IA in the amount of \$100,000.
2. Do not renew these contracts and instruct staff to obtain trenching services on an as-needed basis.

CITY MANAGER'S RECOMMENDED ACTION:

These services are necessary to provide trenching and excavation for new construction, maintenance, and emergency repair activities for Electric Services. These contracts establish rates and provide for guaranteed availability, thereby helping to control costs.

Having two contractors under contract allows the City to assign work to the secondary contractor if the primary contractor is busy and is unable to meet required project deadlines. This should reduce delays to project schedules.

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

INVITATION TO BID NO. 2019-134
UNDERGROUND TRENCHING CONTRACT

					Ames Trenching & Excavating, Inc. Ames, Iowa				
					Rates FY 2019-20			Rates for FY 2020-21	Rates for FY 2021-22
	Unit	Description	UOM	Est # of Units	Labor	Materials	Labor & Materials	Labor and Mateials	Labor and Mateials
A	TR-N	Trenching - Normal Depth	FT	2000			\$ 12.16	\$ 12.77	\$ 13.41
B	TR-X	Trenching - Extra Depth	FT	400			\$ 15.80	\$ 16.59	\$ 17.42
C	TR-SH	Trenching -Shallow Depth	FT	250			\$ 8.51	\$ 8.94	\$ 9.38
D	DUCT-1	Install 1" Flex Duct in Trench	FT	250			\$ 1.22	\$ 1.28	\$ 1.35
E	DUCT-2	Install 2" PVC Duct in Trench	FT	2000			\$ 1.82	\$ 1.91	\$ 2.01
F	DUCT-4	Install 4" PVC Duct in Trench	FT	1000			\$ 2.43	\$ 2.55	\$ 2.68
G	DUCT-6	Install 6" PVC Duct in Trench	FT	400			\$ 3.65	\$ 3.83	\$ 4.02
H	CONC. ENC.	Concrete Encasement of Duct	CU YD	500			\$ 54.31	\$ 57.03	\$ 59.88
I	BORE-2	Directional Bore 2" Flex Duct	FT	1000			\$ 13.37	\$ 14.04	\$ 14.74
J	BORE-4	Directional Bore 4" Flex Duct	FT	1000			\$ 24.31	\$ 25.53	\$ 26.80
K	BORE-6	Directional Bore 6" Flex Duct	FT	1000			\$ 42.54	\$ 44.67	\$ 46.90
L	HAND EX.	Excavation By Hand	HR	100			\$ 54.31	\$ 57.03	\$ 59.88
M	MACH. EX.	Excavation By Machine	HR	25			\$ 121.28	\$ 127.34	\$ 133.71
N	HAND TAMP	Mechanical Tamping By Hand	HR	100			\$ 60.78	\$ 63.82	\$ 67.01

INVITATION TO BID NO. 2019-134
UNDERGROUND TRENCHING CONTRACT

					Ames Trenching & Excavating, Inc. Ames, Iowa				
					Rates FY 2019-20			Rates for FY 2020-21	Rates for FY 2021-22
	Unit	Description	UOM	Est # of Units	Labor	Materials	Labor & Materials	Labor and Mateials	Labor and Mateials
O	MACH. TAMP	Mech. Tamping by Machine	HR	25			\$ 133.71	\$ 140.40	\$ 147.42
P	ENC- SM	Install Small Enclosure	EA	20			\$ 243.10	\$ 255.26	\$ 268.02
Q	ENC-MD	Install Medium Enclosure	EA	8			\$ 303.88	\$ 319.07	\$ 335.03
R	ENC-LG	Install Large Enclosure	EA	4			\$ 364.65	\$ 382.88	\$ 402.03
S	ENC-AG	Install Enclosure w/ Above Grade Lid	EA	20			\$ 243.10	\$ 255.26	\$ 268.02
T	ENC-SW	Install Enclosure in Sidewalk	EA	12			\$ 364.65	\$ 382.88	\$ 402.03
U	ENC-SWGR	Install Switchgear Boxpad	EA	6			\$ 850.85	\$ 893.39	\$ 938.06
V	JB-1PH	Install 1-ph Primary Enclosure	EA	6			\$ 425.43	\$ 446.70	\$ 469.04
W	JB-3PH	Install 3-ph Primary Enclosure	EA	12			\$ 425.43	\$ 446.70	\$ 469.04
X	XFMR-1PH	Install 1-ph FG Transformer Pad	EA	20			\$ 486.20	\$ 510.51	\$ 536.04
Y	XFMR-3PH6	Install 3-ph Conc Pad (6'x6')	EA	6			\$ 4,375.82	\$ 4,594.61	\$ 4,824.34
Z	XFMR-3PH9	Install 3-ph Conc Pad (9'x9')	EA	2			\$ 5,712.88	\$ 5,998.52	\$ 6,298.45
AA	PCC-REM	Concrete Removal	CU YD	25			\$ 60.75	\$ 63.79	\$ 66.98
BB	PCC	Concrete Installation	CU YD	25			\$ 303.88	\$ 319.07	\$ 335.03
CC	BOLLARD	Bollard Installation	EA	8			\$ 364.65	\$ 382.88	\$ 402.03

INVITATION TO BID NO. 2019-134
UNDERGROUND TRENCHING CONTRACT

					Ames Trenching & Excavating, Inc. Ames, Iowa				
					Rates FY 2019-20			Rates for FY 2020-21	Rates for FY 2021-22
	Unit	Description	UOM	Est # of Units	Labor	Materials	Labor & Materials	Labor and Mateials	Labor and Mateials
DD	SEEDING	Grass Seed & 1 Watering	SQ YD	200			\$ 243.10	\$ 255.26	\$ 268.02
EE	CORE-PVMNT	Pothole for Buried Utilities in Pavement	HR	100			\$ 200.17	\$ 210.18	\$ 220.69
FF	CORE-GRASS	Pothole for Buried Utilities in Grass	HR	50			\$ 170.17	\$ 178.68	\$ 187.61
TOTAL ESTIMATED BASE COST									
All materials not supplied by City of Ames.					Cost + 15%				
Equipment and Tools (to provide list)					List provided				
Subsistence					\$ -				
Travel					\$ -				
Mileage					\$ -				
Price increases for renewal periods:									
Labor rates					5% per year				
Other:									
							_____ % per		
							_____ % per		
							_____ % per		
Office location					1509 E Lincoln Way Ames				
warehouse location					same				
method to insure response time					guaranteed 4 hours				

INVITATION TO BID NO. 2019-134

					UNDERGROUND TRENCHING CONTRACT Zoske Electrical Service, Inc. Iowa Falls, Iowa								
					Rates FY 2019-20			Rates FY 2020-21			Rates FY 2021-22		
	Unit	Description	UOM	Est # of Units	Labor	Materials	Labor & Materials	Labor	Materials	Labor & Materials	Labor	Materials	Labor & Materials
A	TR-N	Trenching - Normal Depth	FT	2000	\$ 2.75	\$ -	\$ 2.75	\$ 2.83	\$ -	\$ 2.83	\$ 2.92	\$ -	\$ 2.92
B	TR-X	Trenching - Extra Depth	FT	400	\$ 3.00	\$ -	\$ 3.00	\$ 3.09	\$ -	\$ 3.09	\$ 3.18	\$ -	\$ 3.18
C	TR-SH	Trenching -Shallow Depth	FT	250	\$ 2.75	\$ -	\$ 2.75	\$ 2.83	\$ -	\$ 2.83	\$ 2.92	\$ -	\$ 2.92
D	DUCT-1	Install 1" Flex Duct in Trench	FT	250	\$ 1.92	\$ 0.87	\$ 2.79	\$ 1.98	\$ 0.87	\$ 2.85	\$ 2.04	\$ 0.87	\$ 2.91
E	DUCT-2	Install 2" PVC Duct in Trench	FT	2000	\$ 4.59	\$ 1.22	\$ 5.81	\$ 4.73	\$ 1.22	\$ 5.95	\$ 4.87	\$ 1.22	\$ 6.09
F	DUCT-4	Install 4" PVC Duct in Trench	FT	1000	\$ 1.67	\$ 2.88	\$ 4.55	\$ 1.72	\$ 2.88	\$ 4.60	\$ 1.77	\$ 2.88	\$ 4.65
G	DUCT-6	Install 6" PVC Duct in Trench	FT	400	\$ 7.08	\$ 4.16	\$ 11.24	\$ 7.30	\$ 4.16	\$ 11.46	\$ 7.51	\$ 4.16	\$ 11.67
H	CONC. ENC.	Concrete Encasement of Duct	CU YD	500	\$ 35.00	\$ 162.50	\$ 197.50	\$ 36.05	\$ 162.50	\$ 198.55	\$ 37.13	\$ 162.50	\$ 199.63
I	BORE-2	Directional Bore 2" Flex Duct	FT	1000	\$ 15.00	\$ 1.34	\$ 16.34	\$ 15.45	\$ 1.34	\$ 16.79	\$ 15.91	\$ 1.34	\$ 17.25

INVITATION TO BID NO. 2019-134

UNDERGROUND TRENCHING CONTRACT
Zoske Electrical Service, Inc.
Iowa Falls, Iowa

					Rates FY 2019-20			Rates FY 2020-21			Rates FY 2021-22		
Unit	Description	UOM	Est # of Units	Labor	Materials	Labor & Materials	Labor	Materials	Labor & Materials	Labor	Materials	Labor & Materials	
J	BORE-4	Directional Bore 4" Flex Duct	FT	1000	\$ 15.00	\$ 4.12	\$ 19.12	\$ 15.45	\$ 4.12	\$ 19.57	\$ 15.91	\$ 4.12	\$ 20.03
K	BORE-6	Directional Bore 6" Flex Duct	FT	1000	\$ 23.00	\$ 6.88	\$ 29.88	\$ 23.69	\$ 6.88	\$ 30.57	\$ 24.40	\$ 6.88	\$ 31.28
L	HAND EX.	Excavation By Hand	HR	100	\$ 58.00	\$ -	\$ 58.00	\$ 59.74	\$ -	\$ 59.74	\$ 61.53	\$ -	\$ 61.53
M	MACH. EX.	Excavation By Machine	HR	25	\$ 85.00	\$ -	\$ 85.00	\$ 87.55	\$ -	\$ 87.55	\$ 90.18	\$ -	\$ 90.18
N	HAND TAMP	Mechanical Tamping By Hand	HR	100	\$ 58.00	\$ -	\$ 58.00	\$ 59.74	\$ -	\$ 59.74	\$ 61.53	\$ -	\$ 61.53
O	MACH. TAMP	Mech. Tamping by Machine	HR	25	\$ 58.00	\$ 14.00	\$ 72.00	\$ 59.74	\$ 14.00	\$ 73.74	\$ 61.53	\$ 14.00	\$ 75.53
P	ENC- SM	Install Small Enclosure	EA	20	\$185.00	\$ 463.00	\$ 648.00	\$ 190.55	\$ 463.00	\$ 653.55	\$ 196.27	\$ 463.00	\$ 659.27
Q	ENC-MD	Install Medium Enclosure	EA	8	\$339.50	\$ 826.00	\$ 1,165.50	\$ 349.69	\$ 826.00	\$1,175.69	\$ 360.18	\$ 826.00	\$ 1,186.18
R	ENC-LG	Install Large Enclosure	EA	4	\$650.00	\$ 970.00	\$ 1,620.00	\$ 669.50	\$ 970.00	\$1,639.50	\$ 689.59	\$ 970.00	\$ 1,659.59

INVITATION TO BID NO. 2019-134

					UNDERGROUND TRENCHING CONTRACT Zoske Electrical Service, Inc. Iowa Falls, Iowa								
					Rates FY 2019-20			Rates FY 2020-21			Rates FY 2021-22		
Unit	Description	UOM	Est # of Units	Labor	Materials	Labor & Materials	Labor	Materials	Labor & Materials	Labor	Materials	Labor & Materials	
S	ENC-AG	Install Enclosure w/ Above Grade Lid	EA	20	\$275.00	\$ 412.00	\$ 687.00	\$ 283.25	\$ 412.00	\$ 695.25	\$ 291.75	\$ 412.00	\$ 703.75
T	ENC-SW	Install Enclosure in Sidewalk	EA	12	\$650.00	\$ 412.00	\$ 1,062.00	\$ 669.50	\$ 412.00	\$1,081.50	\$ 689.59	\$ 412.00	\$ 1,101.59
U	ENC-SWGR	Install Switchgear Boxpad	EA	6	\$375.00	\$ 387.00	\$ 762.00	\$ 386.25	\$ 387.00	\$ 773.25	\$ 397.84	\$ 387.00	\$ 784.84
V	JB-1PH	Install 1-ph Primary Enclosure	EA	6	\$375.00	\$ 418.00	\$ 793.00	\$ 386.25	\$ 418.00	\$ 804.25	\$ 397.84	\$ 418.00	\$ 815.84
W	JB-3PH	Install 3-ph Primary Enclosure	EA	12	\$375.00	\$ 653.00	\$ 1,028.00	\$ 386.25	\$ 653.00	\$1,039.25	\$ 397.84	\$ 653.00	\$ 1,050.84
X	XFMR-1PH	Install 1-ph FG Transformer Pad	EA	20	\$375.00	\$ 361.00	\$ 736.00	\$ 386.25	\$ 361.00	\$ 747.25	\$ 397.84	\$ 361.00	\$ 758.84
Y	XFMR-3PH6	Install 3-ph Conc Pad (6'x6')	EA	6	\$250.00	\$1,320.00	\$ 1,570.00	\$ 257.50	\$1,320.00	\$1,577.50	\$ 265.23	\$1,320.00	\$ 1,585.23
Z	XFMR-3PH9	Install 3-ph Conc Pad (9'x9')	EA	2	\$455.00	\$1,320.00	\$ 1,775.00	\$ 468.65	\$1,320.00	\$1,788.65	\$ 482.71	\$1,320.00	\$ 1,802.71
AA	PCC-REM	Concrete Removal	CU YD	25	\$120.00	\$ 30.00	\$ 150.00	\$ 123.60	\$ 30.00	\$ 153.60	\$ 127.31	\$ 30.00	\$ 157.31

INVITATION TO BID NO. 2019-134

UNDERGROUND TRENCHING CONTRACT
Zoske Electrical Service, Inc.
Iowa Falls, Iowa

					Rates FY 2019-20			Rates FY 2020-21			Rates FY 2021-22		
Unit	Description	UOM	Est # of Units	Labor	Materials	Labor & Materials	Labor	Materials	Labor & Materials	Labor	Materials	Labor & Materials	
BB	PCC	Concrete Installation	CU YD	25	\$ 38.40	\$ 140.00	\$ 178.40	\$ 39.55	\$ 140.00	\$ 179.55	\$ 40.74	\$ 140.00	\$ 180.74
CC	BOLLARD	Bollard Installation	EA	8	\$165.00	\$ 285.00	\$ 450.00	\$ 169.95	\$ 285.00	\$ 454.95	\$ 175.05	\$ 285.00	\$ 460.05
DD	SEEDING	Grass Seed & 1 Watering	SQ YD	200	\$ -	\$ 4.68	\$ 4.68	\$ -	\$ 4.68	\$ 4.68	\$ -	\$ 4.68	\$ 4.68
EE	CORE-PVMNT	Pothole for Buried Utilities in Pavement	HR	100	\$150.00	\$ -	\$ 150.00	\$ 154.50	\$ -	\$ 154.50	\$ 159.14	\$ -	\$ 159.14
FF	CORE-GRASS	Pothole for Buried Utilities in Grass	HR	50	\$125.00	\$ -	\$ 125.00	\$ 128.75	\$ -	\$ 128.75	\$ 132.61	\$ -	\$ 132.61
TOTAL ESTIMATED BASE COST													
All materials not supplied by City of Ames.					Cost + 30 %								
Equipment and Tools (to provide list)					List provided								
Subsistence					\$135 per day per employee when need								
Travel					\$65 per hour per truck								
Mileage					each way from Iowa Falls								

INVITATION TO BID NO. 2019-134

UNDERGROUND TRENCHING CONTRACT
Zoske Electrical Service, Inc.
Iowa Falls, Iowa

					Rates FY 2019-20			Rates FY 2020-21			Rates FY 2021-22		
Unit	Description	UOM	Est # of Units	Labor	Materials	Labor & Materials	Labor	Materials	Labor & Materials	Labor	Materials	Labor & Materials	
Price increases for renewal periods:													
Labor rates					3% per year								
Other:													
							___% per year						
							___% per year						
							___% per year						
Office location					833 Brooks Road Iowa Falls								
warehouse location					same								
method to insure response time					on site 2 hours for emergency services								

COUNCIL ACTION FORM

SUBJECT: ELECTRIC METER SUPPLY CONTRACT RENEWAL

BACKGROUND:

This proposed action is for the purchase of standard residential single phase, AMR (Automated Meter Reading) residential single phase, AMR poly phase, and AMR programmable demand socket type electric meters to meet the needs of the Electric Services Department inventory.

Because of the variety of equipment required, the bid solicitation was organized into groups of equipment, allowing the City to purchase each specific type of meter from the vendor with the best bid. On August 25, 2020, City Council awarded groups 1, 3, and 4 to Vision Metering and groups 2, 5, and 6 to Van Wert Company. The bid evaluation considered both price and critical delivery time. The contract includes a provision that would allow the City to renew the contract for up to two additional one-year terms.

This proposed renewal contract would be the first of two optional terms. The renewal period is from July 1, 2021, through June 30, 2022. Both Vision Metering and Van Wert Company offer a 0% increase on contract pricing for FY 2021/22.

Under this contract, electric meters would be purchased at the City's discretion, which may be quarterly or on an as-needed basis. This provides the City with flexible inventory management and helps to reduce the need for storage space. Bid prices plus applicable sales taxes, which are applicable to the purchase of this equipment, are paid directly by the Utility. The cost of these meters will be paid for from the Electric Tech Services operating budget, which is \$115,662 for FY 2021/22. **Council should note that no contract amount is being authorized at this time, since purchase orders will be made as these meters are purchased.**

ALTERNATIVES:

1. a. Approve renewal of the contract to Vision Metering, York, South Carolina, for the purchase of electric meters in Groups 1, 3, and 4 in accordance with unit price bid. Payments will be based on unit prices bid and actual quantities ordered, plus applicable sales taxes.
- b. Approve renewal of the contract to Van Wert Company, Grundy Center, Iowa, for the purchase of electric meters in Groups 2, 5, and 6 in accordance with unit price bid. Payments will be based on unit prices bid and actual quantities ordered, plus applicable sales taxes.
2. Reject all bids and purchase electric meters on an as needed basis at market prices.

CITY MANAGER'S RECOMMENDED ACTION:

It is important to purchase electric meters at the lowest possible cost, together with timely deliveries, with minimal risk to the City 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

June 3, 2021

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

RE: Sunset Ridge 10th Addition Financial Security Reduction #2

Mayor and Council Members:

I hereby certify that street lights and pedestrian ramps required as a condition for approval of the final plat of **Sunset Ridge 10th Addition** have been completed in an acceptable manner by **Ames Trenching and Manatt's**. 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 **\$61,189.50**. The remaining work covered by this financial security includes installation of the remaining street trees, asphalt surface pavement, manhole adjustments, and COSESCO (erosion control).

Sincerely,

A handwritten signature in blue ink that reads 'John C. Joiner'.

John C. Joiner, P.E.
Director

JJ/tp

cc: Finance, Planning & Housing, Subdivision file

Sunset Ridge 10th Addition

June 3, 2021

Page 2

Description	Unit	Quantity
Streetlights	EA	9
Pedestrian Ramps, PCC, 6"	SY	115
Detectable Warning Panels	SF	292

Staff Report

FY 2020-21 Year End Sustainability Report

June 8, 2021

This report provides a mid-year update of the FY2020-21 activities and accomplishments related to the Sustainability Advisory Services contract between the City of Ames and Iowa State University.

BACKGROUND:

On July 1, 2010, the City entered a contract with Iowa State University to utilize the services of its fulltime Director of Sustainability. The contract covers a maximum of 480 hours annually (or no more than 25 percent of the Director of Sustainability's time). The Initial Scope of Services focused on the reduction of electric consumption. As additional opportunities and needs have been identified related to sustainability, the Scope of Services has expanded and diversified. During FY 2019-20, in keeping with the Council's direction, the Scope of Services targets the following priority areas related to energy consumption reduction, as well as producing a Greenhouse Gas Inventory and Climate Action Planning:

- 1) Continue to work with Public Works Department and Water and Pollution Control Department on reuse and diversion programs related to the waste stream, including – but not limited to – the exploration of a composting and food waste program.

- 2) Continue to support and strengthen the Smart Business Challenge through outreach and recruitment of participants, oversight of Challenge interns, and marketing of outcomes and accomplishments of Challenge participants.

- 3) Continue to represent the City at events that educate residents about ongoing City sustainability efforts, rebates, and waste reduction opportunities.

- 4) Coordinate Rummage RAMPage at the Ames Intermodal Facility in partnership with the Resource Recovery Plant, Public Relations, CyRide, and Iowa State University, to address concerns that usable housewares and furniture are being needlessly discarded and hard-to-process materials are being sent to the Resource Recovery Plant.

5) Serve as a City contact with consultants to complete a Greenhouse Gas (GHG) Inventory and assist in the completion and presentation of the GHG Inventory to the City Council. Plan a key role in selecting consultants for a Climate Action Plan. Help lead the committee of City employees in collaboration with the selected consultant to complete and present the Climate Action Plan to the City Council.

PROGRESS ON SCOPE OF SERVICES:

1. ***Continue to work with Public Works Department and Water and Pollution Control Department on reuse and diversion programs related to the waste stream, including – but not limited to – the exploration of a composting and food waste program.***

Year End FY2020-21 accomplishments include the following for Priority Area #1:

- Monitored progress and collect feedback from participants in the City of Ames FWD (Food Waste Diversion) pilot program. To date, nearly 17 tons of food waste have been collected since the program's beginning.
- With increased and consistent participation, the decision has been made to offer the FWD program as an ongoing, no-cost service for City of Ames residents. This drop-off service is now available 24 hours, year-round.
- Due to the popularity of the program and ongoing new interest, additional supplies are on order to meet demand for composting start-up kits (bucket, lid and compostable bags).

Collaboration partners: Public Works – Bill Schmitt, Mark Peebler, and Lorrie Hanson, and Public Relations Officer – Susan Gwiasda.

2. ***Continue to support and strengthen the Smart Business Challenge through outreach and recruitment of participants, oversight of Challenge interns, and marketing of outcomes and accomplishments of Challenge participants.***

Year End FY2020-21 accomplishments include the following for Priority Area #2:

- Continued recruitment of additional businesses and certification and recertification of current businesses for the Smart Business Challenge. To date, with the addition of six new businesses this year (and the loss of one member: +39), 37 businesses are participating in the Challenge. New businesses joining include Back Alley House Plants, Danfoss; Hastings, Gartin, Boettger, LLP; Lockwood Café, The Salon; and Z.W. Mercantile. Current certifications in the Challenge include three bronze, nine silver, five gold and 11 platinum – including

the addition of two new certifications this spring, The Salon (silver) and Danfoss (gold).

- Completed additional recertifications for businesses being certified for at least three years. Two businesses completed recertification since the mid-year report, The Loft and Duck Worth Wearing – both recertifying at the platinum level, for a total of four businesses completing recertification this year.
- Hosted the 2021 Smart Business Challenge Recognition Event January 21, from 11:30 am to 1 pm, via Zoom. Lunches, provided by Platinum-certified Smart Business Challenge member, Wheatsfield Cooperative, were delivered to businesses and attendees joining the event. Two re-certified platinum businesses were recognized at this year's event, Morning Bell Coffee Roasters and McFarland Clinic. Ms. Robin Bostrom, Business Specialist with the Iowa Economic Development Authority's Iowa Downtown Resource Center and Main Street Iowa Program, served as this year's keynote speaker. Links to recordings of this year's event and keynote address are available on the [Smart Business Challenge website](#).

Collaboration partners: Electric Services – Don Kom and Kayley Lain; Media Production Services – Bill Gebhart, Kate Barbaglia and Alisha Abner; Public Relations – Susan Gwasda and Kristy Marnin

3. *Continue to represent the City at events that educate residents about ongoing City sustainability efforts, rebates, and waste reduction opportunities including – but not limited to – the EcoFair and WelcomeFest.*

Year End FY2020-21 accomplishments include the following for Priority Area #3:

- Assisted in the development and facilitation of a daylong virtual Earth Day Appreciation Event, in collaboration with KHOI on April 24, featuring community voices sharing initiatives, activities and stories related to celebrating Earth Day, every day.
- Collaborated with Electric Services in the development and completion of a virtual Sustainable Ames Scavenger Hunt that took place April 22-29.
- Continued a monthly radio program on KHOI focused on community sustainability accomplishments, initiatives, and opportunities.
- Continued sharing of City of Ames sustainability efforts as part of speaking engagements.
- Continued sharing of City of Ames and Ames community volunteer opportunities and sustainability events via Live Green! Monthly newsletter, Live Green! social media platforms and targeted emails.

- Encouraged City of Ames department participation in Iowa State University environmental events. Public Works tabled at the annual Sustainapalooza (Storm Water) and Earth Day (Storm Water and Resource Recovery) events.

4. Coordinate the new Rummage RAMPage at the Ames Intermodal Facility in partnership with the Resource Recovery Plant, Public Relations, CyRide, and Iowa State University, to address concerns that usable housewares and furniture are being needlessly discarded and hard-to-process materials are being sent to the Resource Recovery Plant.

Year End FY2020-21 accomplishments include the following for Priority Area #4:

- Completed three planning meetings for the 2021 Rummage Rampage event. This year's event will be held from Friday, July 30 to Saturday, August 7. This year's event will offer 1,500 hours within 50 different volunteer shifts for participating non-profit organizations, including overnight as well as day-time opportunities.
- Completed informational meeting for non-profit organizations on May 12.
- The timeline calendar for this year's event includes the following key dates:
 - May 22: Deadline for agencies to sign-up for funding eligibility.
 - May 22 to June 20: Agencies register volunteers and receive weekly updates.
 - June 19: Deadline for agencies to register for at least 10 hours.
 - June 20: Agencies notified if they have not registered 10 hours to qualify for funding distribution. – on a side note... can you add this item onto the RR website?
 - June 21 – July 25: Volunteer registration opens to the general public.
 - July 14: Volunteer Orientation meeting.
 - July 30: Event begins.
- Additional event information, as well as sign-up instructions for non-profit organizations and volunteers, can be found on the [Rummage Rampage website](#).
- ROAR (Rehoming Our Animals/Aquariums Responsibly) will once again be offered as a component of Rummage Rampage for the 2021 event, toward ensuring an opportunity for drop-off of pets that are not able to be moved with residents or residents are no longer able to care for – rather than releasing them. As in past years, community animal rescue organizations will be on call to transport animals to appropriate locations toward beginning the rehoming process. No adoptions will take place at the event.
- After a successful response in 2019, a pre-event drop-off option will be offered again this year – providing a storage and transportation outlet for donation items, April-July. All customers using the Resource Recovery Center's car line can opt

to donate items for Rummage Rampage and have their drop-off fee utilized for storage in an on-site collection trailer and transportation to the event.

Collaboration partners: Iowa State University Parking Services, Volunteer Center of Story County, Iowa Department of Natural Resources, Story County Conservation, Iowa Wildlife Center, Resource Recovery Plant, Ames Police, Ames Electric Services, Ames Animal Shelter, Ames Parks & Recreation, Ames Water & Pollution Control, Ames Public Works, Public Relations Office, and community non-profit organizations and volunteers.

5. Serve as a City contact with consultants to complete a Greenhouse Gas (GHG) Inventory and assist in the completion and presentation of the GHG Inventory to the City Council. Play a key role in selecting consultants for a Climate Action Plan. Help lead the committee of City employees in collaboration with the selected consultant to complete and present the Climate Action Plan to the City Council.

Year End FY2020-21 accomplishments include the following for Priority Area #5:

- Collaborated with City staff in completing Climate Action Goal Setting and Plan RFP response review, interviewing of consulting firm finalists and selecting consultant, Sustainability Solutions Group (SSG). A kick-off meeting was held May 21.
- The Climate Action Planning calendar:

Steering Committee Purpose	Anticipated Meeting Month
Review Engagement Strategy	June 2021
Identify criteria for GHG emissions reduction goal setting/prioritize low-carbon actions and policies	July 2021
Review Business As Usual (BAU) scenario results	September 2021
Selection of GHG targets and low-carbon actions and policies	November 2021
Review low carbon scenario, implementation options, and financial impacts	January 2022
Draft CAP input/consideration	March 2022
Presentation of Final Climate Action Plan	September 2022

Collaboration partners: Electric Services – Kayley Lain; Public Works – Damion Pregitzer, Justin Clausen, and Bill Schmitt; Planning Services – Kelly Diekmann;

Water & Pollution Control – Dustin Albrecht; Parks & Recreation – Joshua Thompson; City Manager’s Office – Deb Schildroth and Susan Gwasda; and Purchasing – Karen Server.

**CONTRACT
FOR
SUSTAINABILITY ADVISORY SERVICES**

This Agreement, made and entered into the 1st day of July 2021, by and between the CITY OF AMES, IOWA, hereafter called the “City” and IOWA STATE UNIVERSITY, hereafter called “ISU.”

WITNESSTH THAT:

WHEREAS, the City and ISU had previously entered into a Contract for Sustainability Advisory Services dated July 1, 2010, which was, by mutual consent, extended to December 31, 2011, and to June 12, 2012, and to June 30, 2013 and to June 30, 2014; and to June 30, 2015, and to June 30, 2016, and to June 30, 2017, and to June 30, 2018, and to June 30, 2019, and to June 30, 2020, and to June 30, 2021,

WHEREAS, the City and ISU remain committed to the concept of sustainability and are desirous of reducing carbon emissions; and

WHEREAS, ISU currently employs a Director of Sustainability to coordinate their sustainability efforts; and

WHEREAS, the sharing of the services of ISU’s Director of Sustainability is a more efficient method for both the City and ISU to provide this service.

NOW, THEREFORE, the parties hereto, pursuant to and in accordance with the provisions of Chapter 28E Code of Iowa for joint exercise of governmental powers, agree as follows:

**I
PURPOSE**

The purpose of this agreement is to secure for the City and its citizens leadership, coordination, and support services for sustainability efforts directed at carbon emission reduction and promoting sustainable community practices.

**II
SCOPE OF SERVICES**

ISU, through its Director of Sustainability, shall assist City staff in the implementation of conservation efforts and other sustainable practices by planning, implementing, and carrying out the following programs or initiatives:

- 1) Continue to work with Public Works Department and Water and Pollution Control Department on reuse and diversion programs related to the waste stream, including – but not limited to – the implementation and monitoring of a composting and food waste program.

- 2) Continue to support and strengthen the Smart Business Challenge through outreach and recruitment of participants, oversight of Challenge interns, and marketing of outcomes and accomplishments of Challenge participants.
- 3) Continue to represent the City at events that educate residents about ongoing City sustainability efforts, rebates, and waste reduction opportunities.
- 4) Coordinate Rummage RAMPage at the Ames Intermodal Facility in partnership with the Resource Recovery Plant, Public Relations, CyRide, and Iowa State University, to address concerns that usable housewares and furniture are being needlessly discarded and hard-to-process materials are being sent to the Resource Recovery Plant.
- 5) Serve as a City contact with consultants to develop a Climate Action Plan. Help lead the committee of City employees in collaboration with the selected consultant to complete and present the Climate Action Plan to the City Council.

III METHOD OF PAYMENT

Although this is a lump sum contract for consulting services, ISU anticipates devoting a maximum of 480 hours (25%) of the Director of Sustainability's time to complete the tasks identified in the Section II. Furthermore, ISU shall not charge for the use of ISU office space or office equipment (such as computing and communications) used on a day-to-day basis by the Director of Sustainability for conducting the work.

The City will disburse payments to ISU each month in the amount of \$2,833.33. The maximum total amount payable by the City under this agreement is \$34,000 for work detailed in the SCOPE OF SERVICES (Section II of this Contract) and no greater amount shall be paid.

IV SUPERVISION OF CONTRACTED SERVICES

The work of ISU's Director of Sustainability under this agreement shall be supervised and directed by the Ames City Manager or his designee. Each month, the Director of Sustainability shall provide a report to the City Manager or the City Manager's designee highlighting the progress being made to accomplish the tasks required in Section II. Also, biannual progress reports will be provided to Council will be provided in December and June of each contract year. Clerical assistance needed to perform the work identified in the SCOPE OF SERVICES (Section II) will be provided by the City Manager's Office.

V DURATION AND EARLY TERMINATION

This agreement shall be in full force and effect from and after July 1, 2021, until June 30, 2022. This agreement may be terminated without cause by either party upon the giving of notice 90 days advance written notice. On or before April 1, 2022, the parties will discuss renewal of this agreement.

VI
DISCRIMINATION PROHIBITED

In accordance with Chapter 14 of the *Municipal Code*, no person shall, on the grounds of age, race, color, creed, religion, national origin, disability, sexual orientation, or sex be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Agreement.

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

ATTEST:

BY _____
John A. Haila, Mayor

Diane R. Voss, City Clerk

IOWA STATE UNIVERSITY

BY _____
Pamela Cain, Senior Vice President for University Services
Iowa State University

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY REPEALING SECTION 29.201(159), AMENDING SECTION 29.1100(2) ENACTING NEW SECTION 29.1114 AND TABLE 29.1114(5), AMENDING SECTION 29.1507(3) AND ENACTING A NEW SECTION 29.403(16) THEREOF; FOR THE PURPOSE OF ALLOWING VARIABILITY IN ZONING STANDARDS AND HOUSING TYPES; 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 new Sections 29.1114 and 29.403(16) and amending Sections 29.1100(2), 29.1507(3) as follows:

Sec. 29.201. DEFINITIONS.

...

(159) RESERVED.

Sec. 29.1100. OVERLAY ZONES.

...

(2) Establishment. The Overlay Zones established by this Ordinance are:

...

- (l) "PUD" Planned Unit Development Overlay

Sec. 29.1114 "PUD" PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT

(1) Purpose. The Planned Unit Development (PUD) Overlay zone is intended to allow flexibility in Zoning District and General Standards where design flexibility helps further the goals of the Comprehensive Plan and is compatible with its surroundings. The PUD zone is intended to:

- (a) Provide for innovative and imaginative development through flexibility in the design, placement of buildings, clustering of housing types, use of open space, and related site and architectural design considerations;
(b) Increase the stock of diverse housing types for a variety of income levels;
(c) Promote efficient land use and infrastructure construction, while maintaining high-quality living environments for privacy, architectural interest, streetscape, walkability, and open spaces for private and common use;
(d) Provide for a variety of private and common open space areas corresponding to smaller lot sizes along with additional amenities for larger developments;
(e) Encourage and preserve opportunities for energy efficient development; and
(f) Encourage context-sensitive infill development.

(2) Pre-Application Conference. Prior to submittal of an application to rezone property to Planned Unit Development Overlay, a pre-application conference shall be held with the developer and Department of Planning and Housing staff to review the application. Neither the developer nor the City shall be bound by any comments, determination, or decisions of City staff offered or made during the pre-application conference. The following information shall be submitted with the application:

- (a) Name of the applicant and name of the owner of record.
(b) Tax parcel identification number.

- (c) North arrow, graphic scale, and date.
- (d) Existing conditions within the proposed zoning boundary and within 200 feet of the proposed zoning boundary: Project boundary; all internal property boundaries; public rights-of-way on and adjacent to the site; utilities; easements; existing structures; topography (contours at two-foot intervals); areas of different vegetation types; designated wetlands; floodplain and floodway boundaries; and other designated environmentally sensitive areas.
- (e) Conceptual infrastructure extensions, open space, and stormwater treatment areas.
- (f) A summary table describing all uses of the total site area, including the number of units per net acre for each unit type and each zoning area.
- (g) Conceptual building design character and any planned deviations from Zoning District standards.

(3) **Establishment.** The PUD Overlay zone applies to all lands that are zoned PUD on the Zoning Map. A Zoning Map Amendment may be approved provided the City Council makes the following findings:

- (a) The Zoning District and Overlay are consistent with the comprehensive plan.
- (b) The property on which the PUD is requested has a residential zoning of RL, RM, UCRM, RH, FS-RL, FS-RM, S-SMD, or is concurrently proposed to be changed to one of these Zoning Districts.
- (c) The existing and proposed infrastructure is sufficient in design and capacity to support the project with water, sanitary sewer, storm drainage, streets and other transportation related facilities.
- (d) The PUD Master Plan includes interconnected pedestrian and bicycle circulation routes to the surrounding areas and within the development.
- (e) The proposed PUD Master Plan is consistent with the requirements of this ordinance and all deviations, exceptions, and limitations stated on the Master Plan are clear, identifiable, and necessary in support of the design concept and the purpose statements of the overlay.
- (f) The proposed PUD Master Plan is in harmony with the purpose of the overlay.
- (g) Findings for approval of a Master Plan with a PUD Overlay rezoning may be deferred, when the City Council initiates a property rezoning.

(4) **Effects of Approval.**

- (a) **Master Plan.** Subsequent development must be consistent with the approved Master Plan. Subsequent development is subject to a Major Site Development Plan approval for any and all uses, unless specifically delegated by the City Council to the Planning and Housing Director as part of the Master Plan approval. The City Council may also require a design description or illustrated design guidelines to convey the intended character of the development and to administer subsequent permitting within the PUD for such things as landscape features, signage, and structures.
- (b) **Permitted Uses.** Land, buildings, and structures may be used only for the purposes identified within the Zoning District use regulations, unless limited or authorized as additional uses (including accessory dwelling units) by the PUD Master Plan.
- (c) **Building / Zoning Permits.** Subsequent to the PUD Overlay approval, development of the property is subject to all provisions of the Ames Municipal Code, including, but not limited to, requirements to proceed with preparation of Preliminary and Final Plats, Zoning Permits, Site Development Plans, Special Use Permits, Building Permits, and other types of permits required by local, state, or federal law for the improvement or development of the land.
- (d) **Phasing.** Development of the site may occur in phases, as approved by the City Council with a Major Subdivision or as indicated on the approved Major Site Development Plan. Any change to the approved Phasing Plan must be approved by the City Council.

(5) **Supplemental Development Standards.** Property that is zoned PUD shall be developed in accordance with the Zone Supplemental Development Standards listed in Table 29.1114(5) below:

**Table 29.1114 (5)
Planned Unit Development Overlay District (PUD)
Supplemental Development Standards**

SUPPLEMENTAL DEVELOPMENT STANDARDS	PUD ZONE
Area Requirement	Minimum area of two acres or more, except when environmentally sensitive areas, natural features, or scenic assets are being preserved.
Density	<p>Zoning district density requirements shall apply.</p> <p>Where a development encompasses more than one zoning district, each area of the PUD development shall comply with the density requirements that are set by the zone for that area. Density transfer is not permitted.</p> <p>Developments with a minimum of 10% affordable housing units made available for sale or rent to moderate or low-income households as defined by the Federal Housing and Urban Development Department (HUD) for the City of Ames, may include a density bonus of 15% rounding up to the next whole unit, or one (1) dwelling unit, whichever is greater. An affordable housing plan and binding agreement for maintaining affordability must accompany the PUD application.</p>
Minimum Lot Area / Width / Frontage:	Individual lot area, width, and street frontage may be reduced from the Zoning District and General Standards as long as the lots are sized to accommodate the required development standards of this chapter and comply with the compatibility standards of Section 29.1114(6). All lots must have approved access to a public way or a private street.
Minimum Principal & Accessory Building Setbacks and Lot Coverage	<p>Minimum setbacks and maximum coverage may be modified from the underlying zoning district requirement if the compatibility conditions of Section 29.1114(6) are met. Setbacks at the perimeter of the Overlay may not be reduced along an abutting lot without a finding there are physical circumstances justifying a reduction. Reduced setbacks must be identified on the Master Plan.</p> <p>Setback encroachments and exceptions will not apply to reduced yards unless authorized by the PUD.</p> <p>Garage access shall be a minimum setback of 20 feet when accessed from a public street. Reduced setbacks may be permitted along private streets and alleys.</p>
Street Trees and Minimum Landscaped Area	Landscaping and screening shall conform to requirements of this Chapter, unless approved as an Alternative Design. Each development shall include space for the planting and subsequent maturity of street trees. Reduced setbacks shall not encroach upon these defined locations for street trees and other landscape trees. A street tree plan illustrating the location of trees along with proposed building footprint and driveway areas must be approved with the project.
Maximum Height-Principal Building	Zoning District height requirements shall apply to a building within 100 feet of an abutting lot of a different residential zone or residential land use designation.

Parking Requirements	Parking spaces shall be provided as prescribed by this chapter; however, required parking locations may be approved by the City Council in common areas or on a street within the boundaries of the PUD. Affordable housing for low- and moderate-income households may have parking reduced to a maximum of two parking spaces for apartment buildings.
Street/Infrastructure Improvements	Street improvements, water, sanitary sewer, storm sewer improvements, park dedication, and electric facilities shall be installed in compliance with the subdivision regulations of the City and shall meet the construction specifications of the City. Private streets (if included) must comply with provisions of the Subdivision Code.
Common Open Space and Amenities	<p>Minimum of 10% of the gross area shall be devoted to common open space. The intended purpose of the proposed open space must be set forth in the plan. The land provided for common open space must be improved for its intended purpose, and readily accessible to residents. Provide for the ownership and maintenance of the common open space. Phasing of improvements shall be clearly described in the development plans and may be required to be set forth in a legally binding instrument.</p> <p>Clubhouse, roof deck patios, and similar community amenities may be credited toward the open space requirement.</p> <p>Developments exceeding 50 dwelling units shall provide for usable open space and amenities to serve the residents of the development which may include a combination of common area and private usable yard areas located outside front yard setbacks.</p> <p>Development of medium and high-density developments may be exempt from providing common open space area when recreational amenities, such as clubhouses, pools, or sport courts, are sufficiently provided for as an alternative.</p>
Block Design	<p>Layout and design shall create an interconnected network of streets with block faces that do not exceed 660 feet within the development. Where practicable, block lengths are encouraged to be 500 feet or less. Block faces may exceed 660 feet where physical or environmental conditions preclude a more interconnected street network. Use of cul-de-sacs and dead-end streets shall also be limited to these situations.</p> <p>When blocks exceed 600 feet, the PUD shall accommodate pedestrian crossings, walkway connections through a block, or other means of enhancing the pedestrian circulation system for interconnectedness.</p> <p>Use of alleys, off-site parking, or other shared access means is desirable to maintain a consistent street frontage with minimal interruptions by driveways to street trees, lighting, on-street parking, and sidewalks as well as providing opportunities for alternative housing options such as cottage courts.</p>

(6) **Compatibility Standards.** Minimum lot area, lot width, lot frontage, setback, and maximum site coverage requirements may be reduced to provide for a variety of dwelling types. Any such modification to the Zoning District requirements must be noted on the Master Plan.

Due to the concentration of dwelling units that will occur if these dimensional requirements are reduced, the following compatibility standards are required:

(a) **Garages and Driveways.** Garages and off-street parking areas must be located so that they do not define the front façade of the dwelling. This standard is met when a garage does not protrude forward from the front façade.

The development must include adequate right-of-way and driveway spacing to accommodate parking and street trees. The width of driveways may need to be reduced and garages setback an adequate distance to accommodate these elements. Shared driveways are encouraged to address street design goals. Alley or private rear lane access is also an option.

(b) **Entrances.** Main entrances to dwelling units must be clearly identifiable and accessible to the owner and visitors. The main entrance must be demarcated by one of the following: covered porch or stoop; sidelight windows; or other

significant architectural treatment that emphasizes main entrances. Main entrances shall be directly connected to the pedestrian circulation system of the development.

(c) **Massing.** Multi-family buildings proposed abutting single-family and or two-family buildings should be of a scale, massing, window proportions, and architectural style that is compatible with abutting lower density residential development.

(7) **Other Conditions.** Other conditions may be imposed if found necessary for health, safety, and general welfare. Such conditions include, but are not limited to, the following:

(a) **Future Development.** Provide for future development in a manner that does not impede the continued use or development of surrounding properties for uses permitted within the Zoning District or planned for in the comprehensive plan;

(b) **Existing Trees.** The preservation of existing trees shall be considered when siting buildings, underground services, and paved areas;

(c) **Landscape Buffering.** Landscape buffering may be required to maintain privacy or reduce unusual impacts of noise, light, or height on adjoining properties; and

(d) **Infill Compatibility.** The design of the PUD is compatible with its surroundings and/or complementary to adjacent development.

(8) **Minor Changes.** Minor changes to the approved Master Plan and subsequent Site Development Plan may occur after a determination by the Department of Planning and Housing staff that the proposed changes are minor in nature, and revised plans have been provided for purposes of keeping the Site Development Plan Major current. However, the Planning Director may refer any change to the City Council for approval. A minor change is defined as a change that satisfies all of the following criteria:

(a) Does not constitute a change in the land use of the project;

(b) Does not change the overall general layout and design of buildings, open spaces, landscaping, parking, and circulation;

(c) Does not change the number of buildings or the number of dwelling types by more than 10%;

(d) Does not increase the density of units in the project or the intensity of use as related to parking requirements, i.e., floor area of use and bedroom counts, by more than three parking spaces;

(e) Does not allow an increase in the height of a building or grading of the site by more than two feet in total. Any height increase must not allow additional stories;

(f) Does not exceed the allowed deviation or exception to zoning standards; and

(g) Does not remove or reduce the quality of architectural character, design features, or use of high-quality building and roofing materials at the time of initial construction.

Sec. 29.1507. ZONING TEXT AND MAP AMENDMENTS

(3) **Master Plan Determination.** Before an application is made for amending the zoning map to designate any property as F-S RL, FS-RM, or PUD, the applicant must either prepare a Master Plan or request that the City Council determine whether it will be required. When City Council first considers an application for amending the zoning map to any other zoning district, the City Council may require a master plan be submitted prior to taking action on the rezoning request. The procedural requirements for this determination shall be as follows:

SUBDIVISION ORDINANCE

23.403 STREETS.

...

(16) Private Streets and Alleys. City Council may approve private streets and alleys as part of a Subdivision. Private streets and alleys are subject to the following requirements:

(a) The proposed private street serves as access to a cluster or small group of housing units and is not intended for use by through traffic. Private streets and alleys may also serve as access to townhouse-style developments.

(b) The proposed private street or alley is designed and constructed such that it meets or exceeds Iowa Statewide Urban Design and Specifications (SUDAS) standards and the City of Ames supplement design standard requirements regarding, pavement profile, base, and drainage. The typical private street and alley will have a minimum design life of 30-years.

(c) Verification of finished construction according to approved plans by the engineer-of-record or other qualified engineer.

(d) Responsibilities for maintenance, upkeep, and snow removal, are established through a legally binding instrument.

(e) A permanent easement for shared access and emergency vehicle access is recorded.

(f) The design and layout of the private streets and alley shall address the following:

(i) Street width to allow for two-way traffic.

(ii) Fire access and turnaround requirements as required by the Ames Fire Code.

(iii) For developments of six or more single-family detached or attached dwellings along a block face, provides on-street parking spaces similar to the spacing included on a public street or provides for guest parking bays within common area.

(iv) Sidewalks along the street or other pedestrian circulation system improvements connecting to front doors of homes.

(v) Street tree planting plan.

(vi) Lighting plan.

The City Council may modify the private street requirements when the street serves non-residential development or apartment dwellings; however, Section 23.403(16)(d) shall still apply.”

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

COUNCIL ACTION FORM

SUBJECT: SETTING DATE OF PUBLIC HEARING TO AUTHORIZE ADDITIONAL USES FOR GENERAL OBLIGATION BONDS SERIES 2017 AND SERIES 2018A TO FUND EXTENSION OF UTILITIES TO THE EAST INDUSTRIAL AREA

BACKGROUND:

In 2017 and 2018 the City issued general obligation bonds to fund capital improvements. The public hearings for these bond issues included the planned capital uses which consisted of street improvements, the city-wide radio system, and improvements to Fire Station 1.

The projects funded by these bonds are now completed or under contract. Bond proceeds remain available since actual costs have been lower than estimated. Options for use of the remaining bond proceeds include closing to the debt service fund to make future debt service payments or use of other essential corporate purpose qualified capital projects.

The extension of water and sanitary sewer utilities qualifies is an essential corporate purpose use but was not included in the proceedings when the 2017 and 2018 bonds were issued. A public hearing and Council resolution is required to authorize the additional uses of the 2017 and 2018 bond proceeds to fund the extension of utilities. The additional uses will have no impact on the debt service costs to the City since the bonds have already been issued and the repayment schedule is in place. The amounts to be authorized for additional use are \$150,000 for Series 2017 and \$625,000 for Series 2018A. These are not to exceed amounts and only the actual additional amounts needed to fund projects will be used.

ALTERNATIVES:

1. Set June 8, 2021 as the date of public hearing to consider including water and sanitary sewer utility capital improvements as additional authorized uses for General Obligation Bond issues Series 2017 in amount not to exceed \$150,000 and Series 2018A in amount not to exceed \$625,000.
2. Direct staff to identify another authorized use for these bond proceeds and present other alternatives for funding the extension of utilities to the East Industrial Area.

CITY MANAGER'S RECOMMENDED ACTION:

City staff has identified remaining bond proceeds from debt issuance in 2017 and 2018 as the best alternative to provide additional available funding to complete the extension of utilities to the East Industrial Area, only to be used depending on bid results. A public hearing and Council resolution is required to authorize the use of the bond proceeds for the project. **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 CONTRACT FOR ADA HAYDEN HERITAGE PARK
FISHING PIER IMPROVEMENTS PROJECT**

BACKGROUND:

This project is to renovate the accessible fishing pier at Ada Hayden Heritage Park that was originally constructed in 2009. Over the past few years staff has noticed undulations appearing on the deck which have been determined to be caused by the heaving of the pilings below the structure of the pier. The heaving of the pilings has caused 1) the space between the deck boards to widen, 2) the deck surface to develop undulations, and 3) the railings to lose functionality. A geotechnical consultant determined that heaving of the pilings was caused by “ice jacking” which occurs when ice forms around the pilings, the water level increases, and the pilings heave.

Snyder & Associates, Inc., Ankeny, Iowa developed plans and specifications to correct the problem and reduce the risk of this happening again. The base bid included removing the decking material, railings, and six pilings from the lake side of the pier; leveling the existing pilings; adding rip rap around each piling to prevent ice formation during winter months, replacing the decking and railings; removing a portion of the asphalt trail and walkways to the pier, and installing a new path to the north of the existing path so park users have a safe route during construction. Alternate #1 included adding a retaining wall on the north side of the pier, between the two walkways, which will provide additional support to prevent heaving. The project is expected to be completed this year.

On April 27, Council issued a notice to bidders. Staff opened bids on May 26, 2021 and are summarized below.

Ada Hayden Heritage Park Fishing Pier Improvements Project

Bidder	Base Bid	Alternate #1
Woodruff Construction, Inc., Ames, IA	\$185,700	\$15,430
Lang Construction Group, Inc., Grimes, IA	\$197,900	\$17,500
Peterson Contractors, Inc., Reinbeck, IA	\$205,000	\$30,000

PROJECT COST:

The engineer’s cost estimate below includes the base bid, Alternate #1 and a 10 percent contingency.

Engineer's Estimate:	Amount
Base Bid (replace decking, railing, remove piles, etc.)	\$166,800
Contingency (10% of base bid)	\$ 16,680
Alternate #1 (retaining wall, earthwork, seeding)	\$ 14,300
Bid Package Estimate	\$197,780

Staff reviewed the bids and found the bid from Woodruff Construction, Inc., Ames, Iowa to be acceptable. With this bid, the revised estimated total project costs with a recommended two percent construction contingency are as follows:

Total Project Estimate:	Amount
Base Bid	\$185,700
Alternate #1	\$ 15,430
Contingency (2%)	\$ 4,023
Design (Completed)	\$ 15,000
Geotechnical Exploration (Completed)	\$ 5,600
Total Project Estimate	\$225,753

There is \$205,000 available for this project which leaves a \$20,753 shortfall to complete all portions of the project. Staff has identified \$60,000 in savings from the completion of the Emma McCarthy Lee Park Bridge Project which can be used to cover the shortfall.

ALTERNATIVES:

1. City Council can:
 - a. Approve reallocating funding in the amount of \$20,753 from Emma McCarthy Lee Park Bridge Project.
 - b. Accept report of bids, final plans and specifications, and award contract to Woodruff Construction, Inc., Ames, Iowa for the Base Bid and Alternate #1 in the amount of \$201,130.

2. City Council can:
 - c. Approve reallocating funding in the amount of \$4,414 from Emma McCarthy Lee Park Bridge Project.
 - d. Accept report of bids and award contract to Woodruff Construction, Inc., Ames, Iowa for the Base Bid, but not Alternate #1 in the amount of \$185,700.

2. Accept the report of bids for the Ada Hayden Heritage Park Fishing Pier Improvements Project, but do not award a contract at this time.

3. Reject all bids.

CITY MANAGER'S RECOMMENDED ACTION:

Ada Hayden Heritage Park is one of the most popular parks in Ames and offers one of the few fishing opportunities in the area. The fishing pier is an integral amenity at the park that allows all individuals an accessible location to fish. The proposed improvements will fix the issues with the pilings and undulations in the decking and prevent these issues from happening again.

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

COUNCIL ACTION FORM

SUBJECT: 2020/21 MULTI-MODAL ROADWAY IMPROVEMENTS (VET MED TRAIL – SOUTH 16TH STREET) – PEDESTRIAN HYBRID BEACON

BACKGROUND:

This program is aimed at improving the roadway to create a safer interaction between various transportation modes using alternatives such as improved crossing visibility at intersections, bike detection, and on-street facilities (e.g., bike lanes, sharrows). Bike lanes consist of a portion of the roadway designated by striping, signing, and pavement markings for the preferential or exclusive use of bicyclists. Sharrows, also known as shared lane markings, are markings used in lanes shared by bicycles and motor vehicles when a travel lane is too narrow to provide a standard width bike lane. Bike detection improvements include retrofitting signalized intersections with radar detection to facilitate the movement of bicycles. These improvements retrofit the street to provide a useful and appropriate route of travel for these popular modes used by Ames residents. **This project deals with the installation of a new pedestrian hybrid beacon at the Vet Med Trail crossing of S. 16th Street.**

On June 2, 2021, bids were received for this project as follows:

<i>Bidder</i>	<i>Total Bid</i>
Engineer's estimate	\$94,821
Voltmer, Inc.	\$66,436.66
Van Maanen Electric	\$84,908.40

The revenues and expenses for this project are as follows:

Revenues		Expenses	
Road Use Tax	\$180,000	Administration	\$25,000
		Design	\$20,400
		Construction (est)	\$66,436.66
		Signal Cabinet (est)	\$20,144
		Signal Poles (est)	\$18,288
Total	\$180,000	Total	\$150,268.66

ALTERNATIVES:

- 1a. Accept the report of bids for the 2020/21 Multi-Modal Roadway Improvements (Vet Med Trail – South 16th Street) project.
 - b. Approve the final plans and specifications for this project.
 - c. Award the 2020/21 Multi-Modal Roadway Improvements (Vet Med Trail – South 16th Street) project to Voltmer, Inc. of Decorah, Iowa in the amount of \$66,436.66.
2. Award the contract to one of the other bidders.
 3. Do not proceed with this project

MANAGER'S RECOMMENDED ACTION:

Proceeding with this project will make it possible to provide better and safer service for residents using this crossing. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

COUNCIL ACTION FORM

REQUEST: AMENDMENT TO A MASTER PLAN AND AMENDMENT TO PRE-ANNEXATION AGREEMENT FOR HAYDEN'S PRESERVE (FORMERLY ROSE PRAIRIE) AT 5571 HYDE AVENUE

BACKGROUND:

Rose Prairie, LLC owns a 170 acre site at the corner of Hyde Avenue and 190th Street (*Attachment A - Location and Zoning Map*). This site was originally annexed with a development agreement in 2010 and the project was named Rose Prairie. The developer now intends to rename the project to Hayden's Preserve from Rose Prairie. **City Council approved the rezoning of the site with a Master Plan in 2016 that allows for a mix of development of single-family housing and multi-family housing not to exceed 620 units, along with 6 acres of commercial land (*Attachment B - Approved Master Plan*).**

The 2016 approval included substantial modifications as an addendum to the 2010 pre-annexation development agreement. The 2016 agreement addendum, along with the Master Plan, approved an increase in density and mix of uses (*Attachment E – 2016 Development Agreement Addendum*). Additionally, development of the site is subject to the City's Conservation Subdivision Ordinance standards to address issues related to storm water runoff and water quality.

On March 9, 2021, the developer went before the City Council with several requested changes to the 2010 Pre-annexation Agreement and 2016 Addendum. The developer's request focused on changes to the Mater Plan to help lower development costs and make the project feasible to begin development in 2021. The requests included an extension for the timing of the payoff of water and sewer connections fees, reallocation of street assessments for payoff by phase, changes to the design and timing of sanitary sewer extension to the west, timing of Hyde Avenue shared use path installation, timing of parkland dedication, and changes to the Master Plan to eliminate an east west road connection to Hyde Avenue. City staff requested, along with the developer's changes, that the plan include a new City east west greenway trail. **The total units now being proposed in the 2021 Master Plan for consideration by the City Council remain the same, but the allowed ranges of dwelling types have been modified to reduce the multi-family allocation and increase the single-family allocations. The aforementioned changes are included as Attachment C – Proposed 2021 Master Plan.**

A Master Plan is a City of Ames requirement for development in the Village/Suburban Residential designated areas of the City. A Master Plan defines basic layout and use issues of a site as part of a rezoning action. The Master Plan is required to identify types of uses, density, natural areas, and perimeter road and trail access points. A Master Plan does not approve a subdivision of the land and internal lot layouts, only the range of use.

Prior to grading of the site or construction of buildings, a subdivision would need to be approved to provide the required detail needed to verify consistency with City standards related to lot layouts, road patterns, and utility extensions, and conservation requirements. Subsequent development must conform to the Master Plan for general layout and uses.

PROPOSED CHANGES DEPICTED ON THE MASTER PLAN (ATTACHMENT C):

Residential Units - The maximum number of residential units (620) that are part of the approved Master Plan remain the same. However, the number of unit types does adjust between unit type slightly while still complying with minimum and maximum density requirements.

The pods are labeled as “parcels” on the Master Plan for identification purposes, no subdivision is included with the Master Plan change to create actual parcels. Parcel 10 on the updated Master Plan is now shown as all single family detached units and parcel 6 has increased in size and units. In the 2016 Master Plan, Parcel 10 was shown as single family attached. The Master Plan reflects a decrease of 4.08 acres in buildable area for the FS-RL development. This area represents buildable area within the FS-RL zoned area, not the actual area zoned as FS-RL. The decrease is a result of the change in location of parkland, the increased size of park, and small changes to the estimated amount of right-of-way.

The total number of dwelling units (proposed both as single-family attached and detached) in the FS-RL will fall within the range of 315 to 428. This is an increase of units from 219 to 419 due to the change in size and number of units proposed in Parcel 6. This equates to an estimated density range of 4.1 dwelling units per net acre to 5.6 dwelling units per net acre and still within the required density for FS-RL (3.75 and 10.00 dwelling units per net acre).

The FS-RM zoning comprises 13.54 acres. The total number of dwelling units is between 136 and 192. This is a slight decrease in the proposed maximum number of units in 2016 from 2010. This equates to a density range of 10 dwelling units per acre to 14.3 dwelling units per net acre. Required density for FS-RM is between 10.00 and 22.31 dwelling units per acre. FS-RM allows apartment buildings no larger than 12 units. Attachment C includes a breakdown of each type of use for the entire site.

Storm Water - Hayden’s Preserve is located within the Ada Hayden Watershed and is subject to the Conservation Subdivision Ordinance standards. These requirements are above and beyond standard subdivision requirements and address mandatory storm water treatment measures and providing for open space where a “treatment train” approach is required to meet storm water standards. One of the key issues for development in the watershed is the long-term protection and enhancement of water quality downstream from this site. At the time of the 2016 Master Plan approval, staff reviewed estimates of impervious area that would be created with the development and the general arrangement of open spaces to determine that development would be able to meet City storm water standards. **Staff also found that the development of the site with the City’s**

Conservation Standards would in fact be beneficial to water quality compared to the current farming use of the property.

Storm water runoff will be treated through a series of natural areas that may or may not hold standing water, depending on the final design and location within the development. **One significant change with the Master Plan is to move the design away from a large centrally located wet pond that was a primary design feature of the old plan to a series of smaller areas. This is consistent with the intent of the Conservation Ordinance.** The location and size of these conceptual treatment areas does vary some from what was shown on the 2016 Master Plan, however they reflect known areas of water flow, vegetation, and depression on the site consistent with our previous evaluations of potential natural resources on the site. However, storm water management plans are not reviewed in detail until subdivision and site plan submittal. The proposed changes to the Master Plan do not alter the original findings about the development footprint impacts related to storm water management.

Street Layout – A significant change in the Master Plan relates to streets. The developer proposes to eliminate the single east west street connection through the site from Hyde Avenue to the main north-south spine road of the development. Since the original approval of Rose Prairie development concept, an east-west road from Hyde Avenue to the center of the project has been part of the Master Plan to provide connectivity and access into the site. The developer requested they be allowed to remove the E-W road connection due to the cost of crossing the central waterway.

This connector road was planned to help disperse traffic and connect the neighborhood to Hyde Avenue with an intersection corresponding to Hayden’s Crossing, the subdivision to the east. **Since 2016 the City has evaluated North Growth in greater detail with Ames Plan 2040 scenarios. Forward 2045 Transportation Plan, and the City’s Traffic Engineer modeled traffic volumes with and without the connection and determined; from purely a vehicular traffic performance level, the transportation system would operate acceptably despite the more limited connections into the development. Even though desirable to have high levels of connectivity and generally an expected attribute of residential development, Staff believes removing this connection is acceptable when considering the traffic performance levels, the initial cost of making the extension over the waterway and long-term bridge/culvert maintenance.**

Additionally, a cul-de-sac has been added at the south end of Parcel 8. Based on the table in the Master Plan Exhibit this does allow for an additional ten single-family detached homes, approximately. It should be kept in mind though, that while the proposed Master Plan shows street layouts within pods, the exact design may vary at the time of Preliminary and Final Plats and they are not approved with a Master Plan.

Parks and Trails - As part of the development, a 10-foot shared use path will be required along the Hayden’s Preserve frontage adjacent to Hyde Avenue (approx. ½ mile) plus an additional ¼ of a mile to the south along Hyde across the neighboring Sturges frontage to a separate parcel also owned by Rose Prairie LLC, Parcel X. This off-site improvement was negotiated by the City in 2016 to ensure there was no long-term gap in the shared

use path system. The 2016 agreement requires that this path be built within two years of development of the first phase.

The proposed Development Agreement Addendum (Attachment F – 2021 Development Agreement Addendum) requires the north section to be installed within two years of the first final plat for developable lots to a point agreed upon by the City across from the Ada Hayden Park parking lot (approximately ½ mile). In regards to the south leg of the path, if the path is not completed within two years of the first final plat, then the developer will be required to construct this path leg within 150 days of the Auburn Trail path along Hyde being completed. The requirement of installation upon notice from the City will ensure concurrent timing of installation with the development to the south. Additionally, it will provide a trail across a parcel of land that would otherwise not see the shared use path connection until such a time that the parcels to the south had additional development.

There will be a trail system within the development, some will be maintained by the HOA and some of it will be part of a 20-foot City greenway (discussed below) within the development. Note that the Conservation Ordinance includes design features for not only open space but interconnected minor trails (HOA managed) that will be addressed in greater detail during subsequent reviews and are not necessarily shown on the Master Plan.

Another significant change from 2016 is the enlargement and re-location of the neighborhood park to the north end of the development as shown in the proposed Master Plan (See Attachment C). The 2016 agreement required approximately 5 acres to be dedicated as a neighborhood park located centrally within the project (See Attachment B). The new location allows for the park to be built sooner and it includes more overall land. The park is intended to have approximately 9 acres of land, not all of it would be improved. A park of this size would still be a neighborhood park, but will provide space for both passive park space and programmed area with the possibility for athletic fields and play structures.

The change in location does allow for the possibility for the park to be developed sooner than stated in the previous agreement given its location along the north-south spine road. The 2021 Development Agreement Addendum (See Attachment F) stipulates the parkland will be dedicated at the time street improvements across the frontage of the park site are completed concurrent with the development of Parcel 7 or 6, or by July 1, 2028 whichever occurs first.

The Addendum does include a provision that if the later, July 1, 2028, is the trigger for park site dedication the developer will provide access with a shared use path and minimum street improvement connections to the park. Including the July 1, 2028 date in the agreement will ensure there is a park site before development of the entire area is completed in case residential development should begin at the south end of the development, rather than the anticipated development beginning at the north end.

Additionally, a paved trail will wrap the south side of the park to the City's specifications. This requirement is in alignment with the regulations of the Conservation Subdivision Ordinance. Additional trail connections may be added in and throughout the park at the request of Staff, but that level of detail will not be seen until platting occurs.

Although the central location and planned park improvements were a good location as part of the 2016 approval, the only feasible means of ensuring the park exists in a reasonable timeframe is to accept relocating it to the north. Staff believes the aforementioned details of the park are worth the trade off in location from a more central location in the development to the north for a larger piece of ground that is topographically more suitable for useable park space. The seven-year overall timeframe and trigger based upon phases is consistent with the current agreement allowances. It is also less than the proposed change in March of allowing for ten years to complete the park.

Greenway - As part of the Forward 2045 Transportation Plan, the City identified a desire for an east/west greenway that would eventually connect from GW Carver to the Ada Hayden Trailhead on Hyde. The greenway is a new addition to the plan that runs east-west across the site and adds to the City bicycle and pedestrian circulation system throughout the City.

The Greenway would include a city-maintained 10-foot paved path in a 20-foot greenway. This paved path will require a pedestrian bridge in order to cross a creek that is along a south boundary between Parcels 8 and 9. **Staff believes this new greenway is a valuable long-term infrastructure component for the City. Therefore, as proposed, the development of trail would be a shared cost with the developer as an enhancement exceeding private trail requirements. The proposed cost sharing is for construction of the path by the developer with the City constructing the crossing over the waterway. The 2021 Addendum states that the Developer will connect the path to the bridge if the City installs the bridge prior to path completion. However, if the developer constructs the path before the City installs the bridge, the developer will be required to pave the path to within 60 feet on both sides at the approved location.** The City cost of the trail would be budgeted for by the City in the future when it determines completing the crossing is appropriate. Additional details are needed during the preliminary plat stage to verify crossing location.

The 2021 Development Agreement Addendum clarifies responsibility of design, cost, and the timing of installation within the greenway. The developer will provide a 20-foot easement for the purpose of constructing and maintaining a paved 10-foot-wide shared use path. The path will extend from Hyde Avenue to the west property line of the development on a route that is approved by the City. The design and construction of the trail will be the responsibility of the developer at their sole cost, with the exception of the cost of crossing the north-south waterway. The attached Development Agreement Addendum includes language that provides more details and clarity on all things related to the greenway.

OTHER CHANGES OF THE 2021 DEVELOPMENT AGREEMENT ADDENDUM:

Water and Sewer Extensions and Payoffs - The 2016 Agreement required payoff of connection fees with the development of each phase and a full payoff for all remaining areas at the time of the first Final Plat after June 30, 2023, regardless if the total area is developed. The initial agreement allowed for ten years to make the full pay off, rather than the seven years approved in 2016. The developer asks for a payoff extension to 2031, which is a ten-year period from the start of development this year. This ten-year period is consistent with what was originally contemplated with Pre-annexation agreement in 2010. **The 2021 Development Agreement Addendum states that the water and sewer connections fees will be paid in full upon approval of the first Final Plat After June 30, 2031.**

East-West Sanitary Sewer Line – Reduce Extension to the West property line -The 2010 Agreement requires the developer to complete the extension of an oversized sanitary sewer from Hyde Avenue to the west side of their development for adjacent future development at their sole cost. This section of sanitary sewer is identified as Segments 2 to 4 on Exhibit “H” that was part of the 2010 Development Agreement. Extending utilities through a site for future development is consistent with City policy and the City’s policy for North Growth to bear the costs of all infrastructure. However, due to size and length of the extension the developer is concerned about the total cost and benefit to the project as structured in the agreement. Exhibit “H” in the 2010 Development Agreement (See Attachment D) provides a visual reference and general location of the sewer location.

Staff and the developer are both in agreement that the east-west sanitary sewer line will be installed at the sole cost of the Developer from Hyde Avenue to the west side of the north-south spine road, this includes the extra depth and size of sewer described in the original agreement. However, the 2021 Development Agreement Addendum creates the potential for the last segment from the spine road to the west boundary line to no longer be the obligation of the Hayden’s Preserve developer if the only alignment for a gravity fed sewer extension to the west of the railroad tracks is one that has no benefit to development with Parcel 10 or 11. A decision on level of service for the sewer extension would occur at the time of preliminary plat review for Parcel 10 or 11. This language will likely result in at least some length of sewer not being installed short of the west property line due to the likely locations of housing. If this situation occurs where the future extension of any remaining part of the sewer line is not done by this developer, it would be an obligation of a developer of property to the west of the railroad tracks at some point in the future.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission held a public hearing on May 5th to review the proposed Master Plan changes. The Commission discussed the layout and circulation plans of the site and its relationship to the future development to the south, Auburn Trail. At the P&Z meeting, the park location was still in the center of the site. It was only as part of the recent negotiations on timing of the park was the location proposed

to move. The other components of the Master Plan are consistent with the plan reviewed by the P&Z.

A commissioner noted the potential presence of an inactive coal mine in this area and asked some questions related to inactive coal mines and possibly being located on this property. The Developer and Staff are not currently aware of mines on this property. State maps do show general locations of former mines and shows one on the property to the south of Hayden's Preserve. Mine locations are not part of the typical review process in Ames for mining in the area as it may have been in other communities in Central Iowa. Staff and the Developer are looking into the possibility of mines on the site, and it will be addressed as part of the Subdivision Review process which will include natural resource inventory, soil stability, and grading components.

The Planning and Zoning Commission voted 6-0 to approve the request for the amendment to the Master Plan

STREET ASSESSMENT:

Staff noted as part of the March report to Council that the applicant is subject to a street assessment for Hyde Avenue. The developer has made its required annual payments on the assessment. Under state law, the remaining assessment on the 170-acre parcel must be "cleared" paid off with the first final plat approval. This is a problem for the developer due to the outstanding balance (\$866,000) of the assessment for a first phase of development that may only consist of 35 lots for development. The original agreement contemplated payoff by phase, not complete payoff with the first plat.

In response to this issue, City Council allowed in March for the developer to pursue reallocation of the costs to allow for phased payoffs through a plat of survey division of the site. After further discussion between the applicant, Planning and Housing staff, and the City Attorney's office, it is believed that a better alternative may exist to consider an assessment plat for reallocation of costs versus a division of land with a plat of survey. The addendum to the pre-annexation agreement does not address this issue specifically because it does not conflict with any part of the original agreement. With Master Plan approval, the developer will move forward with a plan to reallocate the assessment.

ALTERNATIVES:

1. The City Council can approve a resolution to accept proposed 2021 Pre-Annexation Agreement Addendum and approve the amendment to the Master Plan.

Note the Developer is to return the signed agreement prior to the meeting on Tuesday, June 8, 2021.

2. The City Council can approve the request for the amendment to the Master Plan and the updated 2021 Development Agreement Addendum with alternate conditions or modifications.

3. The City Council can deny the request for the amendment to the Master Plan as proposed by the rezoning request if the City Council finds that the City's regulations and policies are not met.
4. Action on the request can be postponed and referred back to City Staff and/or the application for additional information.

CITY MANAGER'S RECOMMENDED ACTION:

Hayden's Preserve is a significant land resource planned to meet the City's immediate housing development needs. Its development was included as a Tier 1 area within the Ames Plan 2040 scenario evaluations. The overall development concept was vetted in 2016 as it related to the concept of a Conservation Subdivision, open space, and water quality protection while also addressing housing needs of the city. **Staff believes the proposed changes to the Master Plan and Addendum do not significantly alter those earlier findings for the 2016 approval. The changes primarily allow the developer to move forward in a timely and cost-effective manner that still meets the intent of the Conservation Subdivision Standards and the City's growth policies.**

The proposed Master Plan's development concept meets the density standards of the respective zones and also the open space requirements of the Conservation Subdivision Ordinance. The developer proposes to include a trail system, a shared use path along the Hyde Avenue frontage, and a greenway that runs east-west across the site along with a city neighborhood park. The proposed trails and park are viewed as beneficial changes to the City.

Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1, which is to recommend that the City Council approve the request for the amendment to the Master Plan and the updated 2021 Development Agreement Addendum.

ADDENDUM

Existing Land Use Policy Plan. The LUPP intends for Suburban Residential, although vehicular focused, to provide for improved pedestrian connections to parks, schools and open space areas using such amenities as sidewalks on both sides of the street, bike connections, and open space areas. It is also required that the conservation of designated natural resources areas, such as designated environmental sensitive areas, be protected through design features incorporated into the development. The proposed Master Plan is consistent with what was approved in 2016 in meeting these goals as applied to rezoning of the site.

Existing/Proposed Zoning. The existing zoning designations of Floating Suburban Residential Low Density (FS-RL), Floating Suburban Residential Medium Density (FS-RM), and Commercial General Service (CGS) are not changing with the Master Plan Amendment. The amount of land within these zoning designations is also staying consistent with the 2016 Master Plan. Minimum and maximum densities will be achieved with the ranges depicted on the Master Plan.

Master Plan. A Master Plan is intended to provide a general description of the intended development of a property. It must address natural areas, buildable areas, building types, range of uses and basic access points, as described in zoning requirements of Section 29.1507(4).

This updated Hayden's Persevere Master Plan identifies a number of development "pods," allowing each to be developed independently and, possibly, by different developers. Two of the nine pods in the FS-RL zone are destined for single-family attached homes. The remaining seven pods are single-family detached homes. Note that FS-RL allows for both detached and attached housing, no variations or deviations are needed to develop this type of housing in FS-RL.

The submitted Master Plan proposes areas for residential development on 90.4 acres of the property and commercial development on about 6 acres. The remaining area of the site is planned to accommodate open space, including storm water detention areas, private open space, and a 9 acre park to be dedicated to the City. The park would be a neighborhood park that requires some areas of level land for amenities. The 2021 Development Agreement Addendum provides more specificity about park development.

Public road access to Hyde Avenue is anticipated at three points. The northern point is aligned with Ada Hayden Road, the access to Quarry Estates; the middle access is aligned with Leopold Drive, the north entrance to Hayden's Crossing; and the southern access will be aligned with the access to a parking area for Ada Hayden Heritage Park. Access improvements, including turn lane needs, will be addressed as part of the subdivision.

A single road intersection is planned at one point along 190th Street between the proposed commercial zone and FS-RM zone. Coordination of driveways and intersection improvements for this intersection will occur with subsequent subdivision review.

The north-south collector street will run the length of the development, which will connect into a future development to be done by Hunziker Development. This spine road is designed as a collector street with a 31-foot street section and a shared use path along the west side of the road. This road will extend to the south and eventually connect to Hyde Avenue.

FS-RL (Suburban Residential Low Density) Zoning. FS-RL allows for single-family detached homes as well as single-family attached homes. Up to 12 attached units can be constructed provided the development has access from a rear alley; otherwise attached dwellings are limited to 5 units. Apartments are not an allowed use in the FS-RL district.

The FS-RL district requires a housing density of between 3.75 dwelling units per acre and 10.00 dwelling units per acre. The overall density of the FS-RL, as shown on the submitted 2021 Master Plan is between 4.1 and 5.6 dwelling units per acre.

FS-RM (Suburban Residential Medium Density) Zoning. FS-RM allows for single-family attached and detached homes (including twin-homes and duplexes), as well as apartment buildings having up to 12 dwelling units. Apartments will require the submittal of a Major Site Development Plan and approval by the City Council at the time of construction.

The FS-RM district requires a housing density of between 10.0 dwelling units per acre and 22.31 dwelling units per acre. The 2021 Master Plan shows that the FS-RM district will have an overall density of between 10.0 and 14.3 units per acre.

Water. Water service will be brought to the site under the terms of the development agreement and is adequate to serve the entire development. Water will be taken through the site for future extension. Actual internal water service will be finalized during the review of the preliminary plat. This site is subject to a connection district for off site improvements made by the City.

Sanitary Sewer. Sanitary sewer service will also be brought to the site, lying on the east side of Hyde Avenue. The sewer stub under the road to the west side of Hyde Avenue was sized to accommodate the density of the previously proposed development (about 300 units). Actual internal sanitary sewer service will be finalized during the review of the preliminary plat. The developer is required per City standards and the development agreement to extend sewer through the site to the west and north. This site is subject to a connection district for off site improvements made by the City.

Storm Water Management. The site will be developed to meet the requirements of the City's conservation subdivision ordinance. The natural drainage features will be preserved and impacts of development on the landscape will be ameliorated. The standards require on-site treatment and storage of stormwater within open spaces and conservation areas. These open spaces and conservation areas shall comprise at least 25 percent of the gross acreage of the site. The Master Plan provides 38.22 acres of open space and an additional 12.67 acres of park area that includes unusable stormwater areas, totaling 29.8 percent of the gross acreage. This is a slight increase from 28.5 percent of the gross acres in the

2016 Master Plan due to the increased park area and adjustments to other open space areas. Additional open space, such as trail corridors and drainage swales may be identified during the preliminary plat process, increasing that number.

Staff also notes that since 2016, FEMA remapped flood plains in Story County and the main channel that flows north south through the site is now labeled as a general flood plain, which makes it subject to local flood plain ordinance standards and jurisdictional review with state and federal agencies for changes to the channel.

The Master Plan does not indicate how stormwater will be treated and stored in accordance with City requirements. However, the Conservation Subdivision regulations require buffers along drainage ways and encourage best management practices in treating storm water. In addition, the Chapter 5B Post-Construction Storm Water Management will apply as well. The specific stormwater treatment plan for the development will be evaluated as part of the preliminary plat review.

Development Agreement. In March of 2021, the developer requested amendments to the existing development agreement, including the adoption of a new Master Plan to reflect requested changes. The City Council is now being asked to amend the agreement and approve taking the rezoning request.

Apartment Matrix. The apartment matrix was used to evaluate apartment locations in 2016. The only change in the Master Plan to the FS-RM area was a decrease to the maximum number of units by twelve. Since no significant changes were proposed to the unit count or layout the matrix was not updated or included with this amendment. Staff still supports Multi-family development within the site to add housing diversity to the area.

Findings of Fact

Based upon an analysis of the proposed rezoning and laws pertinent to the applicant's request, staff makes the following findings of fact:

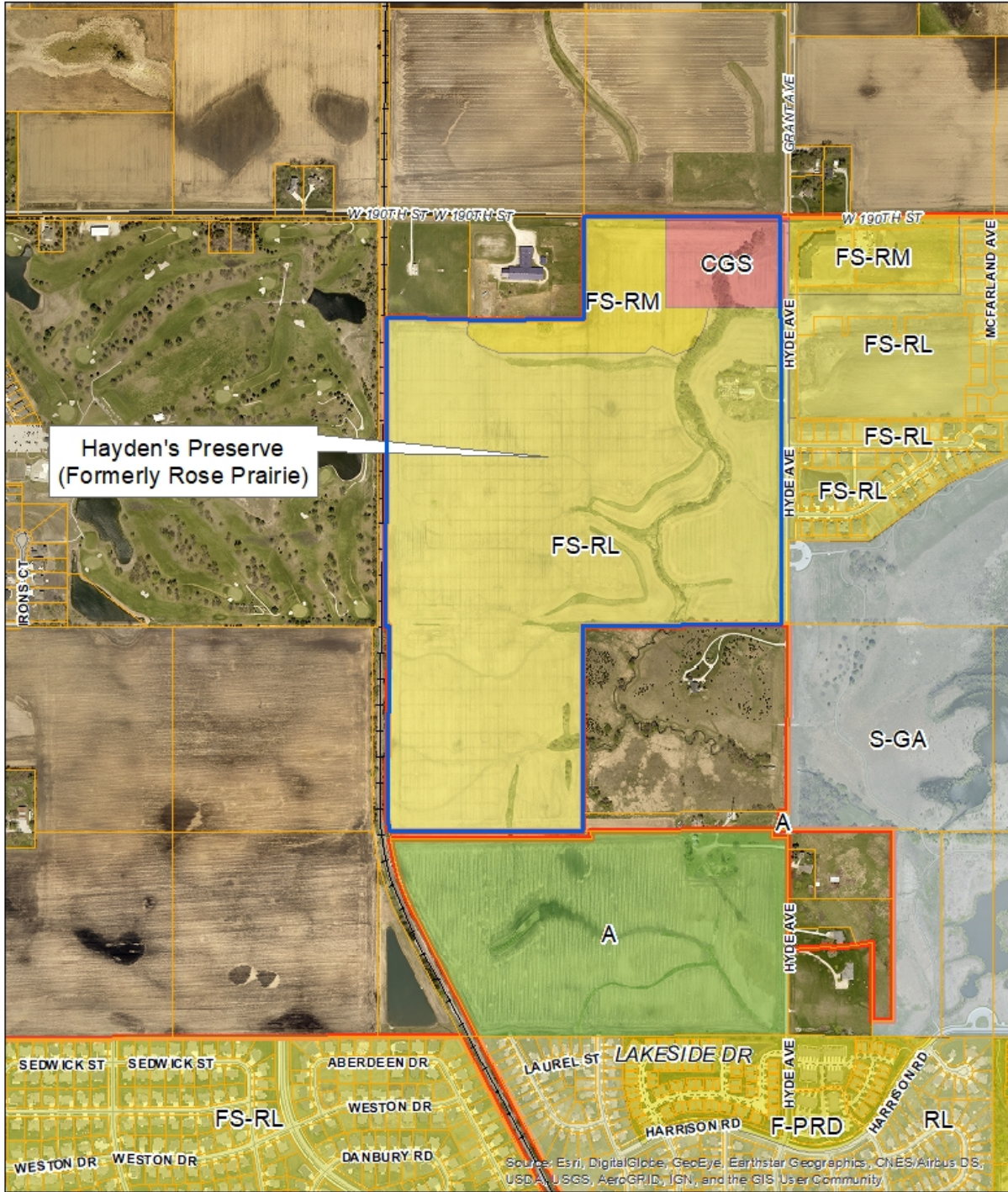
1. *Ames Municipal Code Section 29.1507(2)* allows owners of fifty percent (50%) or more of the area of the lots in any district desired for rezoning to file an application requesting that the City Council rezone the property. The owner of this single parcel has requested the rezoning.
2. The subject property has been designated on the Land Use Policy Plan (LUPP) Future Land Use Map as Village/Suburban Residential with a Convenience Commercial Node.
3. The Village/Suburban Residential land use designation supports the FS-RL and FS-RM zoning designations. The Convenience Commercial Node supports the CGS zone.
4. The Master Plan provides information required by code and demonstrates that the densities for FS-RL and FS-RM will be within the standards.

5. Infrastructure is available to this site. The preliminary plat will determine water and sewer layout and capacity for the existing stub under Grant Avenue.

Accesses to this site are being defined by the Master Plan and have been reviewed by the traffic engineer.

Conclusions. Based upon the analysis in this report, staff concludes that the proposed amendment to the Master Plan of the subject property is consistent with the Future Land Use Map, as well as the Goals and Objectives of the City of Ames Land Use Policy Plan.

Attachment A: Location and Current Zoning



Master Plan Amendment Location and Zoning Map

Attachment B: Current Master Plan (2016)



Attachment D

✓
M
D
G
A

Instrument: 2010- 00007271
Date: Aug 03, 2010 08:10:55A
Rec Fee: 130.00 E-Com Fee: 3.00
Aud Fee: .00 Trans Tax: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: 10.00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

Return to: AMES CITY CLERK
PO BOX 811
AMES IA 50010

**PRE-ANNEXATION AGREEMENT PERTAINING TO THE
VOLUNTARY ANNEXATION, REZONING AND
SUBDIVISION PLATTING AND DEVELOPMENT
OF LAND TO BE IN THE CITY OF AMES CALLED
ROSE PRAIRIE SUBDIVISION**

THIS AGREEMENT, made and entered into this 20 day of July, 2010,
by and between the CITY OF AMES, IOWA (hereinafter called "City"), and Story County Land, L.C.
(hereinafter called "Developer"), their successors and assigns,

WITNESSETH THAT:

WHEREAS, the parties hereto desire the improvement and development of an area legally
described as set out on Attachment A (as modified by Section VI herein), and, at Developer's sole
discretion, upon written notice to the City, an area legally described as set out in Attachment B,
hereinafter called the Site; and,

WHEREAS, Developer intends to apply to the City for voluntary annexation and rezoning of the
Site with the intent to seek platting of subdivision in the future; and,

WHEREAS, an agreement between the Developer and the City with respect to public
improvements is jointly sought by the Developer and the City.

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

**I.
INTENT AND PURPOSE**

- A. It is the intent of this Agreement to:
 - 1. Recognize that the Developer is the owner of the Site which is located outside of the City limits but is within the two-mile fringe area set forth in Iowa Code § 354.8.
 - 2. Acknowledge that the City and Developer desire to have the Site developed within the City if, but only if, certain conditions precedent identified herein (the "Conditions Precedent") are satisfied.
- B. It is the purpose of this Agreement to:
 - 1. Document, record, and give notice of, a certain plan of development, and the public and private measures and undertakings essential to the implementation of that plan of development, for the Site.
 - 2. Provide remedies to the City in the event the said plan of development is not adhered to or achieved by the Developer.
 - 3. Provide remedies to the Developer in the event certain Conditions Precedent, as set forth herein, do not take place.

**II.
CONDITIONS PRECEDENT**

The City and Developer agree that for the rights, duties and responsibilities of this Agreement to become effective as to either party, all of the following must first occur:

- A. The City of Ames Land Use Policy Plan must be amended to designate the Site as a Urban Service/Urban Residential Area; and
- B. The Division of Land set out in Part VI herein, if requested by Developer, must be approved by the City Council; and
- C. The Voluntary Annexation of the Site into the City of Ames must be accepted and the Site must become a part of the City as contemplated by law; and
- D. The Site must be rezoned as Suburban Residential Low-Density (FS-RL).

The parties agree that in the event the Site has been voluntarily annexed into the City and the City Council fails to rezone the Site as Suburban Residential Low-Density (FS-RL), upon unanimous consent of all owners of the area comprising the Site, the Site shall be severed from the City pursuant to Iowa Code § 368.8. Contemporaneously herewith, the City Council agrees to pass the Resolution attached hereto as Attachment C and by this reference made a part hereof. In the event of severance, the terms of this Agreement are deemed null and void.

**III.
CITY'S REMEDIES**

- A. In that the Developer seeks to persuade and induce the City to approve an official plat of the Site by presenting a plan for the development and improvement of the Site in its entirety, it is understood and agreed that the City shall not issue any building permits with respect to any place on the Site for which a Final Plat of subdivision has not been approved and filed for record.
- B. The City shall not issue a building permit, zoning permit, or any other permit of the City with respect to any excavation, construction, reconstruction or remodeling on the Site unless said work is undertaken in accordance with the provisions of this Agreement, and all applicable statutes, ordinances, and regulations in effect at the time that platting documents are submitted. The City agrees that the provisions of this Agreement, to the level of detail specified in Attachments A through J herein, satisfy all presently enacted statutes, ordinances and regulations.
- C. The City shall not approve any Final Plat of any phase of development on the Site unless said plat is in accordance with and meets the provisions and conditions of this Agreement.
- D. All ordinances, regulations, and policies of the City now existing, or as may hereafter be enacted, so long as they are not inconsistent with the terms of this Agreement, shall apply to activity on the site.

- E. Prior to the issuance of a Final Plat, and unless otherwise agreed by the parties, the Developer shall cause the creation of an Owners' Association by means of a declaration of covenants that shall run with the land that constitutes the Site; and at least ninety-five percent (95%) of the total number of platted lots within the boundary of the Site shall be members of that Owners' Association. If any obligation or duty of the Owners' Association, as prescribed by this Agreement, is not met or performed, the City may bring suit against the Owners' Association for court-ordered specific performance of the duty owed to the City by the Owners' Association; alternatively, the City may undertake the required obligation and may assess each property at the Site which is a member of the Owners' Association a prorated portion of the cost of said cure and such assessment shall constitute a lien on the real estate.

IV. PLATTING PROCESS

The Developer may, at a time of Developer's choosing, undertake the official platting of subdivisions of the Site and said platting shall be done pursuant to the procedures established by the statutes of the State of Iowa and the ordinances of the City. The City may establish specific requirements for improvements of the Site, as a condition for approval of any plat of subdivision, and require a performance bond or other security for the performance of such improvements by the Developer as set forth herein and in accordance with applicable subdivision ordinances and standards. The requirements of improvements relative to the approval of any official plat of the Site may reiterate the provisions of this Agreement; and, may state additional required improvements allowed by law that are not inconsistent with the intent and terms of this Agreement and all applicable statutes, ordinances, and regulations

V. IMPROVEMENTS

A. Streets and Street Improvements

1. The Developer shall, with respect to all streets as shown on the Site, dedicate and convey fee title for the right-of-way to the City at no charge or cost to the City, said conveyance to occur at the time of final subdivision plat approval. After improvements have been completed, certified and accepted by the City Council, costs of operation and maintenance of the streets and street improvements shall be undertaken and paid by the City.
2. The Developer shall, in accordance with the specifications of the City, construct street improvements to the specifications of the City as follows:
 - a. With regard to streets **within the Site** that are to be dedicated to the City, those streets shall be constructed as follows (unless agreed otherwise by both parties in writing):
 - i. As generally shown on Attachment D attached hereto and made a part hereof;
 - ii. In compliance with City ordinances and standards with regard to width, depth, curbing, gutter and markings except that curb outflow areas shall be allowed as generally shown on Attachment E and a preliminary plat and in

accordance with a public improvement plan, that is consistent with the terms of this Agreement, to be approved by the Municipal Engineer after preliminary plat approval.

- b. With regard to streets **outside the Site** (unless agreed otherwise by both parties in writing) the following terms shall apply:
- i. If, at the time of annexation of Site, City has received and approved pre-annexation agreements including special assessment contracts and waivers from all owners of property located within the area included in Attachment J, and if those properties are included within the area of annexation in addition to the Site, the only street to be assessed to Rose Prairie shall be Grant Avenue; and said assessment shall be as provided by contract and waiver agreement, Attachment F, which shall be consistent with the terms of this Agreement;
 - ii. Grant Avenue shall be constructed by the City as a standard two-lane, collector city street that is in compliance with City ordinances and standards with regard to width, depth, curbing, gutter, storm sewer pipe and structures, and street lights, and markings except that curb outflow areas shall be allowed as generally shown on Attachment E;
 - iii. Costs associated with construction of Grant, including but not limited to design, bond issuance costs, interest, construction, administration, permits and fees, and engineering inspections shall be paid 37% by Developer (determined as being one-half of the costs of the road for the 2737 lineal feet of the road abutting Rose Prairie, and the 1190 lineal feet of the road abutting the Sturges property). Neither Developer nor the current or future owner of the property identified on Attachment B shall be required to pay any percentage for Grant Avenue in excess of or in addition to this percentage. The amount shall be payable by Developer no sooner than the City obtains bond financing for the project and Developer shall pay in accordance with Attachment F. The street shall be installed by the City at the desire of the City or, alternatively, the City shall initiate construction within two years of the request of the Developer provided, however, that the Developer cannot request, and the City may not undertake, installation of the street sooner than two years from the execution of this Agreement, and the City cannot require payment from Developer until issuance of bonds for the street is obtained, and such payment shall be distributed equally over the term of the bonds in annual installments, not exceeding fifteen, as provided in Iowa Code section 384.60.
 - iv. In the event Developer requests approval of the initial Final Plat for Site and at the time of such request the properties, other than the properties shown in Attachment A and B, that are located within the area included in Attachment J have not been annexed into the City of Ames, Developer agrees to pay to the City cash in an amount determined by the City to be proportionate to the total obligation of the Developer for the construction of Grant Avenue as provided in Paragraph V.A.2.b.ii and iii, supra attributable to the developable lots included within final plat for the Site, based on the Municipal Engineer's

estimate of costs associated with construction of Grant Avenue, including but not limited to design, bond issuance costs, interest, construction, administration, permits and fees as of the date of the final plat . Upon such payment by Developer, City agrees to release from the obligations of the special assessment contract and waiver those developable lots included within the final plat. In such event the City may construct Grant Avenue at such time as the City deems appropriate. For each subsequent request from Developer for approval of a final plat for Site, Developer agrees to pay to the City at the time of final plat approval cash in an amount proportionate to the total obligation of the Developer for the construction of Grant Avenue as provided in V.A.2.b.ii and iii, supra, attributable to the developable lots included within that final plat for the Site, based on the Municipal Engineer's estimate of costs associated with construction of Grant Avenue, including but not limited to design, bond issuance costs, interest, construction, administration, permits and fees as of the date of that final plat.

- v. In order to facilitate the extension of the sanitary sewer, some grading of Grant Avenue may be required prior to the actual construction of the street. In the event such grading is conducted by Developer, then the cost of the additional grading shall be added to the cost of construction of Grant Avenue and Developer shall be given credit for the full amount of the costs of the additional grading against his allocated share of Grant Avenue costs.
 - vi. In order to facilitate the development of a detention basin or pond on the property identified on Attachment B, some additional grading or reinforcement of Grant Avenue may be required. Developer may, at its sole discretion, require such additional grading or reinforcement of Grant Avenue at the time of the grading of Grant Avenue. Developer shall pay in cash to the City at such time as the improvements are initiated with the award of the contract all costs for such additional grading or reinforcement that are in excess of the costs of grading Grant Avenue without such improvements, including City's costs attributable to engineering and construction inspection fees.
- c. With regard to **off-Site** traffic improvements, Developer shall pay, prior to approval of the initial Final Plat for the Site, the amount of \$185,000.00 which is an agreed-upon assessment for Developer's share of the cost of the traffic signal to be installed at Hyde Avenue and Bloomington Road together with Developer's share of the cost of the widened intersection and traffic signal at Grand Avenue and Bloomington Road. No other amounts for these improvements will be required to be paid by Developer or the current or future owner of the property identified on Attachment B.

B. Water System Improvements

1. Unless otherwise agreed by the Parties, the Developer, at a time of Developer's choosing but not later than the approval of the initial Final Plat, shall install or deposit cash or security in a form satisfactory to the City Attorney, for all of the water system improvements located **outside of the Site**, as generally shown on Attachment G, and in accordance with a public improvement plan, that is consistent

with the terms of this Agreement, to be approved by the Municipal Engineer after preliminary plat approval, and shall install or deposit cash or security in a form acceptable to the City Attorney for water system improvements located **within the Site** as necessary for the specific plat being approved by the City, all at the sole cost and expense of the Developer. Upon certification of acceptance and completion by the City Council of the water system improvements, costs of operation and maintenance of the system shall be undertaken and paid for by the City.

2. With regard to water system improvements located **within this Site**, the Developer shall show on the final Plat of any subdivision of this Site, and grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City, for installation and maintenance of water system improvements required for approval of any plat of subdivision for those locations not within the public right-of-way and for those portions of the water system that have not yet been constructed by Developer but that are necessary for the development of adjacent properties.
3. With regard to water mains located **outside of the Site**, the City must, at its sole cost and expense, obtain an interest in real property sufficient to allow the Developer to install the water main in the location generally shown on Attachment G.
4. Developer agrees that it shall be responsible for payment of any amounts that may become due and owing to any rural water cooperative as a result of annexation of any lot in Rose Prairie connecting to City water as provided in Iowa Code Section 357A.21.
5. Water Extension Benefits Adjustment. For the purpose of assessing the costs of water utility extension on the basis of benefit to land areas, it is recognized that the City has the authority, and shall take all necessary action, to establish water utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3). The City shall, subject to its governmental discretion, establish such districts with respect to the areas of land that are not a part of the Site, but which will be served and benefited by the extension of water utilities pursuant to paragraph B.1 of this Agreement; and the money collected by the City by virtue of such districts shall be disbursed to the Developer to such extent and in such amounts as the City shall determine to be an equitable adjustment for the benefit provided to the areas within such districts by virtue of the Developer's construction of water utility facilities as required by this Agreement.
6. City Installation of Water Improvements Outside of the Site. Notwithstanding the above provisions, in the event the City, at its sole discretion, chooses to install the water system improvements as shown generally extending from Point 1 to Point 2 on Attachment G and to establish water utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), Developer shall not be required to install, fund or otherwise provide security for the installation of such improvements and Developer will be allowed to connect to the City-installed water system improvements in like manner and at similar cost-assessment basis as others with developable land who may connect to such improvements. In such event that the City chooses to install the water system improvements described above, Developer shall grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City for those locations not within the public right-of-way

that are necessary for the development of adjacent properties.

- a. Timing of Water Connection Fee Payments. In the event that the City chooses to install water system improvements and to establish water utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), as described in 6, supra, Developer shall, upon approval of every Final Plat, pay a connection fee to the City for the "benefitted area." For a period of ten years from the date of this Agreement, "benefitted area" shall be those gross acres included in the Final Plat excluding unbuildable outlots, compared to the total gross acres of the Site. After ten years from the date of this agreement, "benefitted area" shall be all gross acres contained within the Final Plat, plus all remaining gross acres in the Site, including unbuildable outlots, that have not previously been included within a benefitted area for which connection fee has been paid. It is the intent of this paragraph that upon approval of the first Final Plat occurring more than ten years from the date of this agreement, the total connection fee attributable to the Site shall be paid in full.

C. Sanitary Sewer Improvements

1. Unless otherwise agreed by the Parties, the Developer shall install, at a time of Developer's choosing but no later than the approval of a Final Plat or deposit cash or security in a form satisfactory to the City Attorney, sanitary sewer improvements located **outside the Site** as generally shown on Attachment H and in accordance with a public improvement plan that is consistent with the terms of this Agreement and to be approved by the Municipal Engineer after preliminary plat approval, and shall install, or deposit cash or security in a form satisfactory to the City Attorney, sanitary sewer mains located **within the Site** as necessary for the specific plat being approved by the City, all at the sole cost and expense of the Developer.
2. With regard to sanitary sewer mains located **within the Site**, the Developer shall show on the Final Plat of any subdivision of the site, and grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City, for installation of sanitary sewer mains required for approval of any plat of subdivision of the Site and for those portions of the sanitary sewer system that have not yet been constructed by Developer but that are necessary for the development of adjacent properties.
3. With regard to sanitary sewer mains located **outside of the Site**, the City will, at its sole cost and expense, obtain an interest in real property sufficient to allow the Developer to install the sanitary sewer main in the location generally shown on Attachment H.
4. Sanitary Sewer Extension Benefits Adjustments. For the purpose of assessing the costs of sanitary sewer utility extension on the basis of benefit to land areas, it is recognized that the City has the authority, and shall take all necessary action, to establish sanitary sewer utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3). The City shall, subject to its governmental discretion, establish such districts with respect to the areas of land that are not a part of the Site, but which will be served and benefitted by the extension of sanitary sewer utilities pursuant to this Agreement; and the money collected by the City by virtue of

such districts shall be disbursed to the Developer to such extent and in such amounts as the City shall determine to be an equitable adjustment for the benefit provided to the areas within such districts by virtue of the Developer's construction of sanitary sewer utility facilities as required by this Agreement.

5. City Installation of Sanitary Sewer Improvements Outside the Site. Notwithstanding the above provisions, in the event the City, at its sole discretion, chooses to install the sanitary sewer system improvements as shown generally from Point 1 to Point 2 on Attachment I and to establish sanitary sewer utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), Developer shall not be required to install, fund or otherwise provide security for the installation of such improvements and Developer will be allowed to connect to the City-installed sanitary sewer system improvements in like manner and at similar cost-assessment basis as others with developable lots who may connect to such improvements. In such event that the City chooses to install the sanitary system improvements described above, Developer shall grant to the City by executed instruments, without charge to the City, easements in a form acceptable to the City for those locations not within the public right-of-way that are necessary for the development of adjacent properties.
 - a. Timing of Sanitary Sewer Connection Fee Payments. In the event that the City chooses to install sanitary sewer system improvements and to establish sanitary sewer utility connection fee districts pursuant to the procedures provided for by Iowa Code §384.38(3), as described in 5, supra, Developer shall, upon approval of every Final Plat, pay a connection fee to the City for the "benefitted area." For a period of ten years from the date of this Agreement, "benefitted area" shall be those gross acres included in the Final Plat excluding unbuildable outlots, compared to the total gross acres of the Site,. After ten years from the date of this agreement, "benefitted area" shall be all gross acres contained within the Final Plat, plus all remaining gross acres in the Site, including unbuildable outlots, that have not previously been included within a benefitted area for which connection fee has been paid. It is the intent of this paragraph that upon approval of the first Final Plat occurring more than ten years from the date of this agreement, the total connection fee attributable to the Site shall be paid in full.
6. In the event the City installs the sanitary sewer system improvements outside of the Site as described in paragraph 5 above, Developer agrees to install sewer main extensions in the dimensions and locations generally described and indicated from Point 2 to Point 4 and from Point 3 to Point 5 on Attachment H. Upon completion of said sewer main extensions and at the request of Developer, the City shall, subject to its governmental discretion, establish such districts with respect to the areas of land that are west of the Site depicted on Attachment H, but that may be served and benefited by the extension of sanitary sewer utilities from Point 2 to Point 4 pursuant to this Paragraph; and the money collected by the City by virtue of such districts shall be disbursed to the Developer to such extent and in such amounts as the City shall determine to be an equitable adjustment for the benefit provided to the areas within such districts by virtue of the Developer's construction of the sanitary sewer utility facilities as described in the Paragraph.

D. Storm Sewers and Storm Water Management

1. The Developer shall show on the Final Plat of any subdivision of the Site, and grant to the City, without charge, easements in a form acceptable to the City for installation and maintenance of public storm sewers and public storm water conveyances and storm water management facilities required for approval of any plat of subdivision of the Site for those locations not within the public right-of-way.
2. Unless otherwise agreed by the Parties, the Developer shall, at a time of Developer's choosing, but no later than the approval of a Final Plat, install or deposit cash or security in a form acceptable to the City Attorney for storm sewers, storm sewer appurtenances, and storm water structures, as generally shown on Attachment E and a preliminary plat at the sole cost and expense of the Developer, and at no cost or charge to the City, for the purpose of managing both the quantity and quality of storm water discharge.
3. The Owners' Association shall be responsible for routine maintenance of the storm water management facilities and surface water flowage areas, excluding areas within the public right of way, that are deemed necessary by the City, including maintenance and repair of the subdrain pipes associated with the storm water management facilities, collection of trash and debris that is found on such areas, and the management of grass and vegetation on such areas and controlled as appropriate and permitted. If the Owners' Association fails to perform such maintenance work, City may provide written notice and reasonable time to perform said work. If the required work is not done within the time specified by the City, the City may perform the work and the City's cost to do so shall be the obligation and the debt of the Owners' Association and a lien against any and all benefited properties.
4. The City shall assist and support any efforts by the Developer to obtain DNR, WIRB, or other funding for the Developer's project that may be available for the storm water quality systems, wetlands, dams, prairie restoration or the like.

E. Sidewalks and Shared Use Paths

1. Developer shall cause sidewalks and shared use path way system to be constructed at the Developer's expense and to the specifications of the City with respect to each platted lot at such time as a principal building is completed on the lot, but not later than two years after approval of the plat of subdivision for such lot. Sidewalks shall be required only on one side of streets. All lots, however, shall have direct access to sidewalks or the pathway system.
2. The Developer shall install a shared use path, to the specifications of the City, adjacent to the railroad tracks, within two years of approval of the initial Final Plat. The City shall maintain this shared use path. Developer shall provide easement at no cost to City as indicated on a preliminary plat.

F. Electric

1. Street Lights. Within the service territory of the Ames Municipal Electric System, the City shall install street lights in accordance with City standards, and the

Developer shall pay all of the City's costs of said installation within the Ames Electric Service Area. Thereafter, costs of operation and maintenance of the street lights shall be paid by the City.

2. Outside the Ames Electric Service Territory, Developer shall arrange with Midland Cooperative for installation of street lights in accordance with City standards. Thereafter, the City shall pay costs of operation.
3. Miscellaneous. Extension of electric service and any relocation of existing electric facilities, as required by the Developer's construction, will be at the Developer's sole expense and in conformity with City's policy.

G. Street Tree Planting Plan

The Developer shall install, at its sole cost and expense, trees to be planted on the Site in accordance with the subdivision ordinance requirements.

H. Building Requirements

1. Phosphate-Free Fertilizer. The Developer shall include a covenant binding on all platted lots, prohibiting the use or application of any fertilizer or lawn additive that contains phosphate.
2. Sprinkler System. The Developer shall include a covenant, binding on all platted lots, that any residential building shall include a fire sprinkler system that is in accordance with National Fire Protection Standard 13D and, if applicable, in compliance with the Building Code.

**VI.
DIVISION OF LAND**

Developer may request, prior to a voluntary annexation of the area legally described in Attachment A, the separate platting of a lot included within the south side of said area that is no more than one hundred and thirty (130) feet from north to south and extends in an east/west direction along all, or a portion of, the area legally described in Attachment A (this lot shall hereinafter be referred to as "Lot AA"). In such event, the City will allow Developer to exclude Lot AA from the area sought to be voluntarily annexed.

**VII.
MODIFICATION OF AGREEMENT**

The parties agree that this Agreement may be modified, amended or supplemented by written agreement of the parties.

**VIII.
SECURITY**

The Developer shall install, and dedicate to the City, as set forth herein, all public improvements required for approval of any or each plat of subdivision of the Site prior to approval of such Final Plat or execute an improvement agreement to guarantee the completion of all such required public improvements, and provide to the City as security for the completion of that work, an "improvement guaranty" as stated in Section 23.409 of the Municipal Code of the City of Ames, Iowa.

**IX.
COVENANTS RUN WITH THE LAND**

This Agreement shall run with the Site and shall be binding upon the Developer, its successors and assigns. Each party hereto agrees to cooperate with the other in executing a Memorandum of Agreement that may be recorded in place of this document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the date first above written.

CITY OF AMES, IOWA

By: *Ann H. Campbell*

STORY COUNTY LAND, L.C.

By: *Dwayne M. Aninch*
Dwayne McAninch

ROSE PRAIRIE
STORY COUNTY LAND DESCRIPTION

PARCEL 'C' IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "AMENDED PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA, ON NOVEMBER 30, 1998, AND RECORDED AS INST. NO. 98-16564, SLIDE 10, PAGE 3, **EXCEPT** THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION.

AND

PARCEL 'E' IN THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5 P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA, ON NOVEMBER 13, 1998, AS INST. NO. 98-15763, SLIDE 9, PAGE 1.

ATTACHMENT A

STURGES PROPERTY DESCRIPTION

PARCEL 'A' OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) IN SECTION 21, TOWNSHIP 84 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE "PLAT OF SURVEY" FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON MAY 31, 1996, AS INSTRUMENT NO. 96-05211, IN BOOK 13 AT PAGE 249.

ATTACHMENT B

RESOLUTION NO. 10-345A

**RESOLUTION APPROVING SEVERANCE OF A PARCEL OF
LAND IN THE CITY UPON THE OCCURRENCE
OF CERTAIN CONDITIONS PRECEDENT**

WHEREAS, on even date herewith, the Ames City Council has approved entering into "An Agreement Pertaining to the Voluntary Annexation, Rezoning and Subdivision Platting and Development of Land to be in the City of Ames called Rose Prairie Subdivision" (the "Agreement") with Story County Land, L.C. Pursuant to the terms of the Agreement; and

WHEREAS, it is the intent of the parties that the Site identified in the Agreement is or shall be annexed into the City; and

WHEREAS, subsequent to annexation into the City, the parties understand that certain events are contemplated to occur (identified as "Conditions Precedent" in the Agreement); and

WHEREAS, in the event the Site has been voluntarily annexed into the City and the City Council fails to rezone the site as Suburban Residential Low-Density (FS-RL), the parties agree that the annexation of the Site may not be proper.

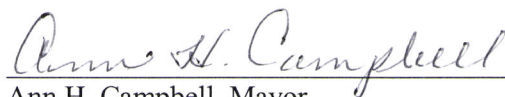
NOW, THEREFORE, BE IT RESOLVED by the City Council of Ames, Iowa, that in the event the City Council fails to rezone the Site as contemplated herein and the unanimous consent of all owners of the area comprising the Site set out in the Agreement is received by the City, then:

- 1) The Site, upon receipt of the unanimous consent, is hereby approved as severed from the City pursuant to Iowa Code Section 368.8;
- 2) The equitable distribution of the assets and assumption of liabilities shall be that such assets and liabilities shall remain with those entities that possess the asset and/or liabilities on the day of the severance; and
- 3) Upon receipt by the City of the unanimous consent, the City Clerk is directed to file a copy of the resolution, map and a legal description of the Site with the County Board of Supervisors, Secretary of State and State Board of Transportation. The City Clerk shall also record a copy of the map and resolution with the County Recorder.

Such acts are hereby passed and approved by the City Council of Ames, Iowa, on this 20 day of July, 2010.



Diane Voss, City Clerk



Ann H. Campbell, Mayor



5501 NW 112th Suite G Grimes, Iowa 50111
PH: (515) 369-4400 Fax: (515) 369-4410
ENGINEER: E: ENH

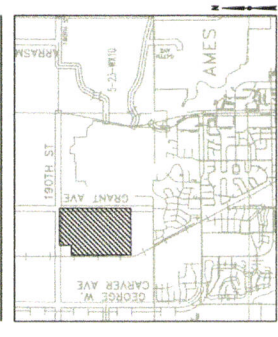
ROSE PRAIRIE
MASTER PLAN
CIVIL DESIGN ADVANTAGE
STORY COUNTY, IOWA



868704.098
07704.P07.0
D

ATTACHMENT 'D' MASTER PLAN

VICINITY MAP



OWNER/ DEVELOPER
STORY COUNTY LAND COMPANY
WEST LEE, AMES, IOWA 50286
515-297-2500

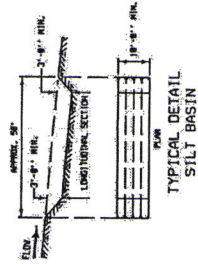
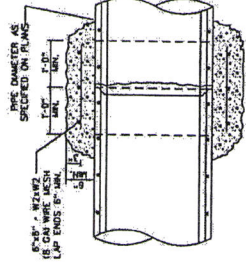
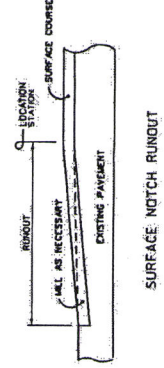
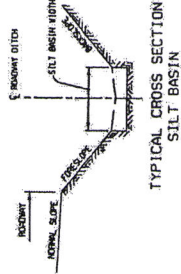
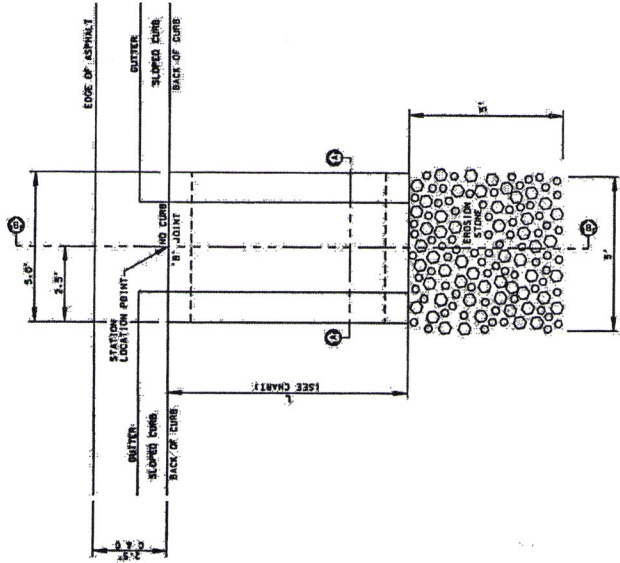
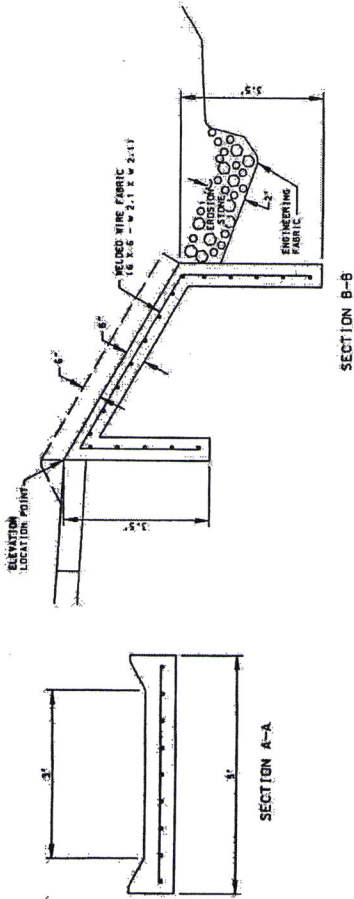
SITE DATA

SINGLE FAMILY LOTS: 292
TOTAL AREA: 8,166,665 SF (187.99 AC)
OPEN SPACE: 553,391 SF (12.67 AC)
ROW AREA: 1,147,572 SF (26.34 AC)



ATTACHMENT E

Curb Cut and Concrete Flume Details



**SPECIAL ASSESSMENT
CONTRACT AND WAIVER
GRANT AVENUE PAVING PROJECT
AMES, IOWA**

THIS AGREEMENT made and entered into by and between the City of Ames, Iowa, (hereinafter referred to as the "City"), and the undersigned property owners in the City, (hereinafter referred to as the "Property Owners"), and the undersigned lienholders (hereinafter referred to as the "Lienholders") who hold liens on certain property of the Property Owners;

WITNESSES THAT:

WHEREAS, each of the Property Owners is respectively the owner of the tracts of real estate set opposite their name; and,

WHEREAS, the undersigned Property Owners desire that the public improvements (hereinafter referred to as the "Project") described in the Appendix hereto be accomplished; and,

WHEREAS, such construction or repair will specifically benefit the respective properties of the Property Owners; and,

WHEREAS, the City has the power to accomplish such Project and assess the cost thereof to the Property Owners pursuant to Chapter 384 of the Iowa Code; and,

WHEREAS, a Proposed Schedule of Assessments has been prepared for the Project listing the proposing amount of assessments to be levied against the below listed properties for the Project;

NOW, THEREFORE, IN CONSIDERATION OF THE AFORESAID, IT IS AGREED AMONG THE PARTIES HERETO AS FOLLOWS:

The Property Owners, City, and Lienholders, by execution of this Agreement, agree and intend that this Agreement shall constitute a written contract as provided for in Section 384.41 of the Iowa Code for a public improvement to be paid in whole by special assessments to be levied against the below listed properties of the undersigned Property Owners.

FURTHER, it is understood and agreed that the costs of the Project may be financed by the issuance and sale of general obligation bonds of the city, payment of the principal and interest thereon, and all costs of issuance, interim borrowing, legal fees, engineering, or whatever to be included in and fully abated by the aforesaid assessment as provided for herein.

FURTHER, the City by execution of this Agreement, agrees, as soon as practicable to proceed to take any and all action required by Chapter 384 of the Iowa Code or any and all other actions required by law to be taken in order to complete the Project.

FURTHER, Property Owners and Lienholders agree that in consideration of the city proceeding to complete the project, the Property Owners and Lienholders each, by execution of this Agreement:

1. Waive notice to Property Owners by publication and mailing as provided by Section 384.50 of the Iowa Code.
2. Waive the right to a hearing on the making of the improvement, the boundaries of the special assessment district, the cost of the Project, the assessment against any lot or the final adoption of the resolution of necessity as provided for in Section 384.51 of the Iowa Code.
3. Consent to the adoption of a preliminary resolution, a plat, schedule of assessments and cost estimate, and resolution of necessity by the City for the Project.
4. Waive any objections to the Project, the boundaries of the district, the cost of the Project, the valuation of any lot, the assessment against any lot, or the final adoption of the resolution of necessity.
5. Agree that the amount and proportion of the cost of the construction or repair of the above-described improvement to be paid by the Property Owners, as ascertained and determined by the Council of the City, shall constitute assessments against the respective properties described in the attached appendix and that said assessments shall be paid by the undersigned Property Owners within the time provided by law for the payment of special assessments for such improvement.
6. The right to request deferment for agricultural land is hereby waived.
7. Waive the limitation provided in Section 384.62 of the Iowa Code that an assessment may not exceed twenty-five (25) percent of the value of the Property Owners' and Lienholders' lot as defined in Section 384.37(5) of the Iowa Code.
8. Waive notice to Property Owners by publication and mailing as provided by Section 384.60 of the Iowa Code (relating to notice of certification to County Auditor of final schedule of assessments).
9. Warrant that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by the Lienholders hereinafter listed and designated as signatories of this Agreement.
10. Agree to subordinate the sale of any part of the real estate listed below to the terms of this Agreement.
11. If the Project in this agreement, or the assessment is declared in whole or in part invalid or beyond the City's authority, the parties agree to nevertheless pay the assessed amounts stated pursuant to this agreement.

FURTHER, each of the Lienholders, by execution of this Agreement, individually:

1. Agrees and consents to the initiation of this public improvement as authorized by Section 384.41(1) of the Iowa Code in order that the special assessments for the cost of the Project shall be liens on the below listed properties to the same extent as provided in Section 384.65(5) of the Iowa Code.
2. Agrees and consents that their lien or liens shall be junior and inferior to the lien of the assessment levied pursuant to this Agreement.
3. That all the foregoing covenants, agreements, waivers and consents shall be binding on and inure to the heirs, devisees, executors, administrators, successors and assigns of any and all said lienholders.

FURTHER, as provided by the second unnumbered paragraph of Section 384.61 Code of Iowa, if a Property Owner divides the property subject to assessment (as described in the appendix hereto) into two or more lots, and if the plan of division is approved by the City Council, the lien on the property assessed may be partially released and discharged, with respect to any such lot, by payment of the amount calculated as determined by the City Council.

Parcel No. 05-21-200-120
Parcel No. 05-21-400-115

PROPERTY OWNER

STORY COUNTY LAND, L.C.

By: Dwayne McAninch
Dwayne McAninch, Manager

STATE OF IOWA, STORY COUNTY, ss:

This instrument was acknowledged before me on July 22, 2010, by Dwayne McAninch, as Manager of Story County Land, L.C.

Nita Mitchell
Notary Public in and for the State of Iowa

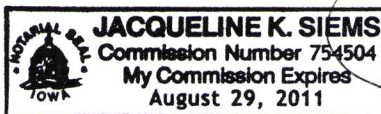
Fidelity Bank, Lienholder

By: Bruce D. Greenfield, President & CEO



STATE OF IOWA, COUNTY OF DALLAS, ss. On this 22nd Day of July, 2010, before me, a Notary Public in the state of Iowa, personally appeared Bruce D. Greenfield, to me personally known, who being by me duly sworn or affirmed did say that that person is PRESIDENT & CEO of said entity, that (the seal affixed to said instrument is the seal of said entity or no seal has been procured by said entity) and that said instrument was signed and sealed, if applicable on behalf of said entity by authority of its board of directors/partners/members and the said PRESIDENT and CEO acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.

My commission expires:



Jacqueline K. Siems V.P.
Notary Public in and for State of Iowa

Grant Avenue Paving Project – Proposed Schedule of Assessments
Hyde Avenue to W 190th Street

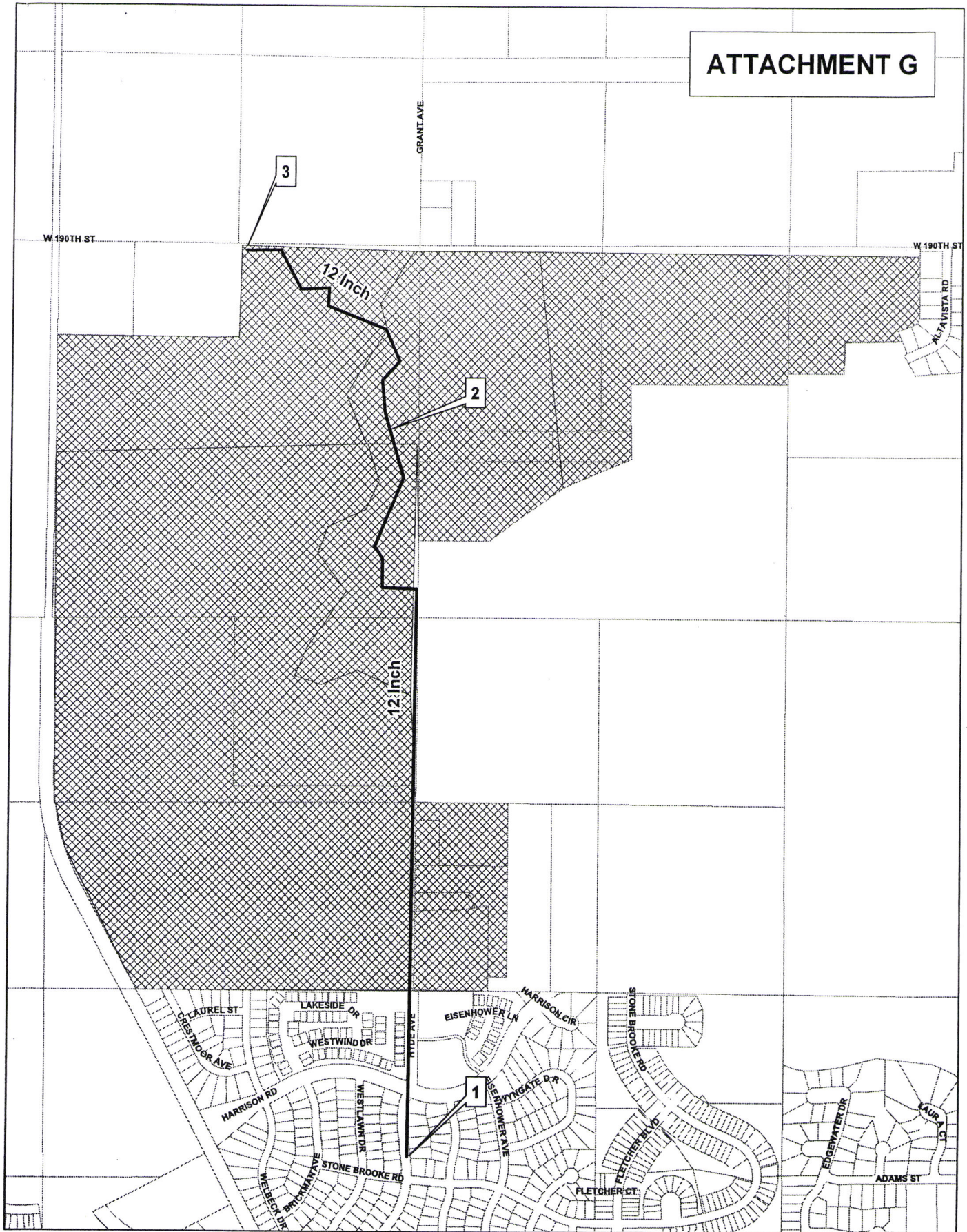
	Name and Address	Legal Description	Assessment	Percent of Cost
1	Story County Land LC 6800 Lake Dr, Ste 125 West Des Moines, IA 50266-2504	NE ¼ Parcels 'E' & 'F', Slide 9 Pg 1, Story County, Iowa <u>Address: 2250 W 190th St</u> (05-21-200-120)	\$844,339.40	28
2	Story County Land LC 6800 Lake Dr, Ste 125 West Des Moines, IA 50266-2504	SE ¼ Parcel 'C', Slide 10 Pg 3, Ex S ½ SE, Story County, Iowa <u>Address: Franklin Township</u> (05-21-400-115)	\$257,900.48	9
3	Hunziker, Erben & Margaret Hunziker Apartments LLC 105 S 16 th St Ames, IA 50010-8009	S ½ SE Ex Parcel 'D', Slide 10 Pg 3 & Ex RR ROW, Story County, Iowa <u>Address: 4397 Grant Ave</u> (05-21-400-310)	\$584,661.31	20
4	Hunziker Land Development Co LLC 105 S 16 th St Ames, IA 50010-8094	S ½ Bg 540.9' NW ¼ CR NE 510.4' NE 648.2' NE 479.6' W 1479.9' S 557.4' to Beginning, Story County, Iowa <u>Address: Franklin Township</u> (05-22-100-320)	\$100,514.84	3
5	Quarry Estates LLC 100 6 th St Ames, IA 50010-6338	NW NW Ex Road, Story County, Iowa <u>Address: Franklin Township</u> (05-22-100-100)	\$233,057.77	8
6	Quarry Estates LLC 100 6 th St Ames, IA 50010-6338	NE NW Ex BG 965.2' S NE CR W 1109.2' S to LN W TO LN N TO PT E TO BEG, Story County, Iowa <u>Address: Franklin Township</u> (05-22-100-205)	\$92,698.73	3
7	Quarry Estates LLC 100 6 th St Ames, IA 50010-6338	Parcel 'H' W ½ NE, Slide 112 Pg 5, Story County, Iowa <u>Address: 904 W 190th St</u> (05-22-200-110)	\$180,678.04	6
8	City of Ames 515 Clark Ave Ames, IA 50010-6135	Parcel 'J' NW, Slide 112 Pg 3, Ames, Iowa <u>Address: 5300 Grant Ave</u> (05-22-100-340)	\$431,969.88	15
9	City of Ames 515 Clark Ave Ames, IA 50010-6135	NW SW, Ames, Iowa <u>Address: 5000 Grant Ave</u> (05-22-300-100)	\$253,206.26	8
			\$2,979,026.71	100.0

Appendix to Special Assessment Contract and Waiver for the Grant Avenue Paving Project

Grant Avenue Paving and Improvements Project

The improvements of Grant Avenue will consist of the paving of a 31-foot wide, two-lane pavement section from the City of Ames northern City limit to its terminus at W. 190th Street. This road will be built to current collector street standards adopted by SUDAS. The pavement shall include all associated appurtenances for the construction of the road including but not limited to grading, storm sewers, subdrains, subbase, subgrade preparation, and restoration activities. The engineering of the road could also include curb cut and concrete flume engineering details as outlined in Attachment E.

ATTACHMENT G

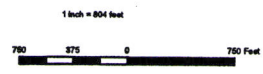
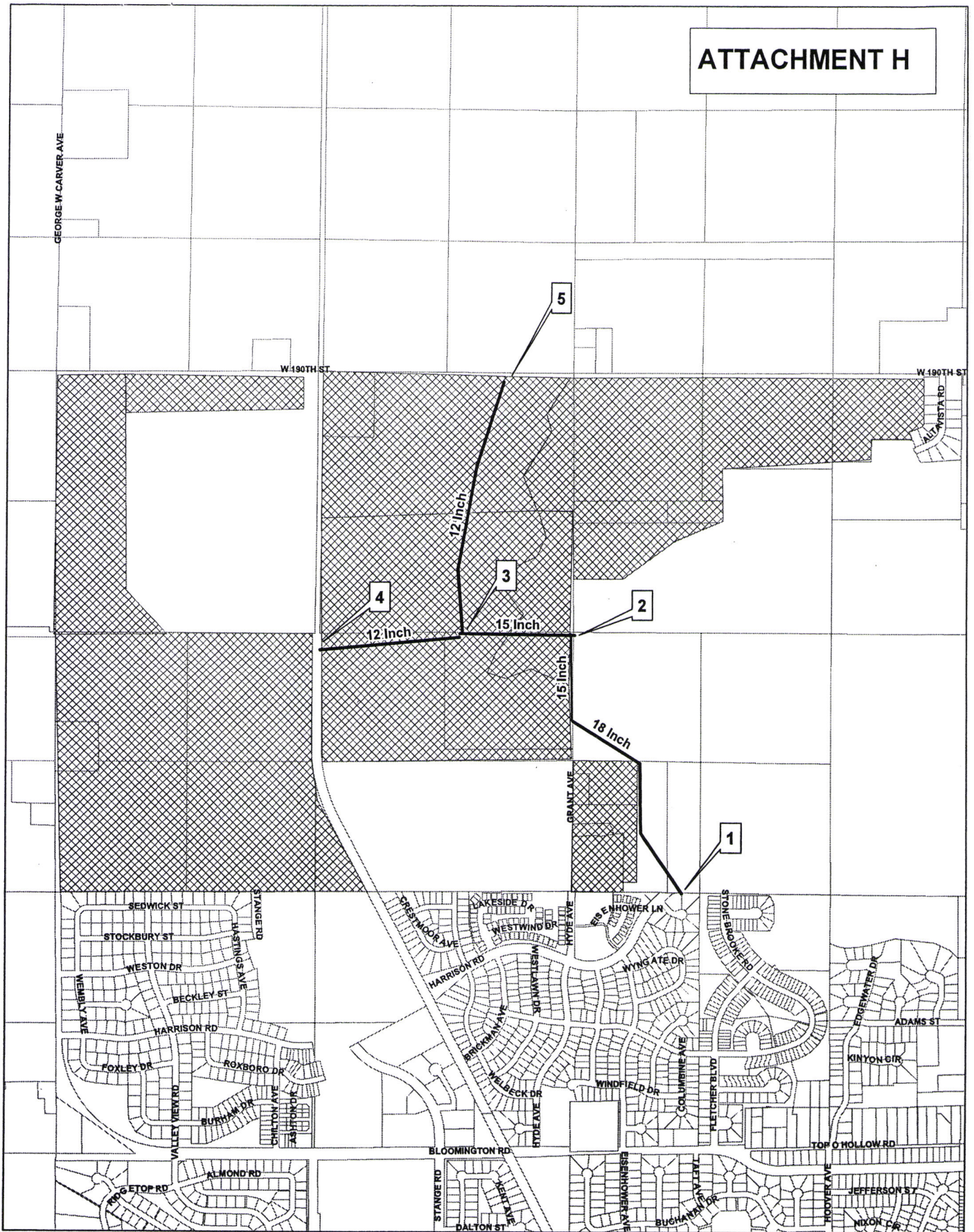


1 inch = 528 feet
400 200 0 400 Feet

— Water Main Potential Water Connection District



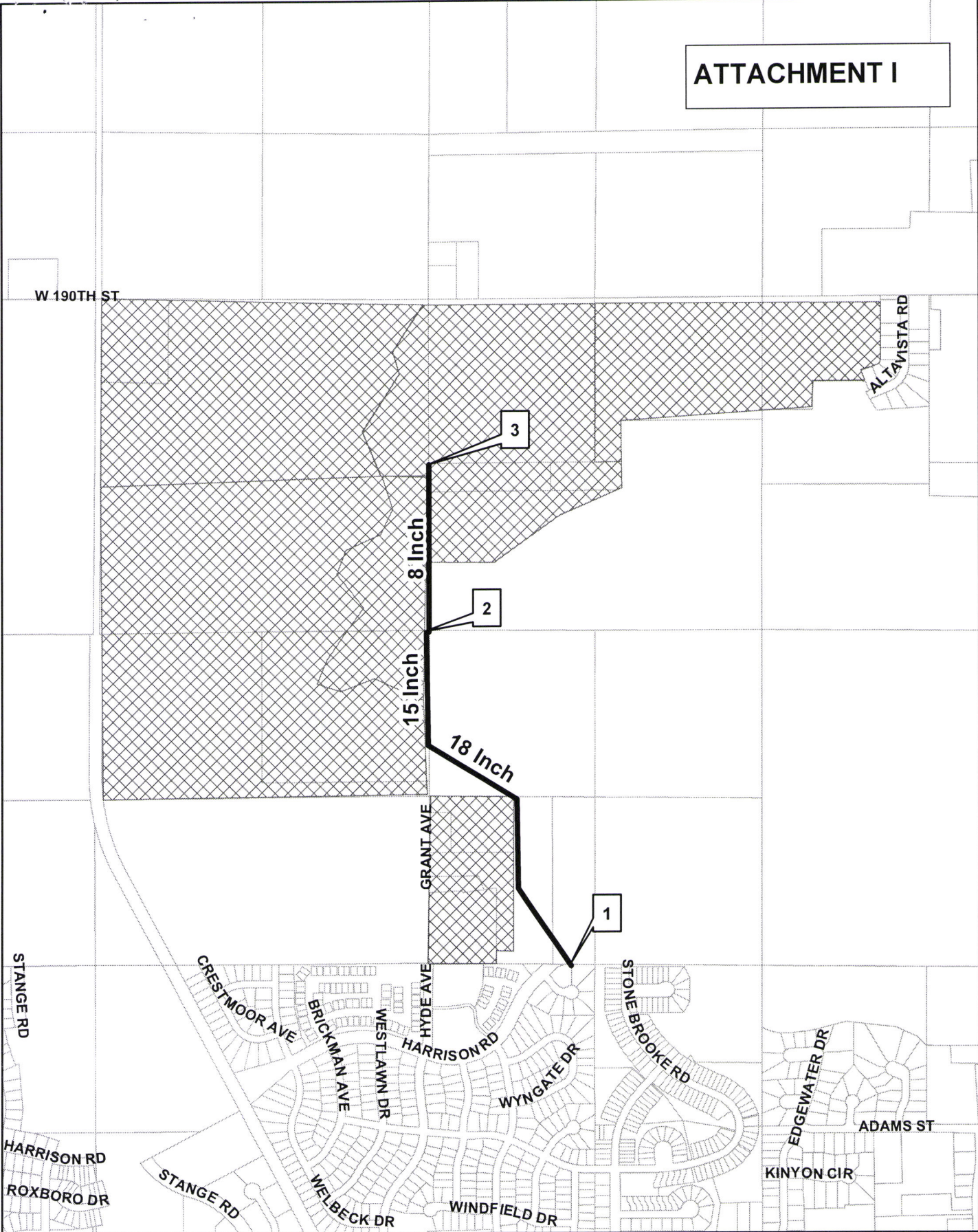
ATTACHMENT H




— Sanitary Sewer Main Potential Sanitary Connection District



ATTACHMENT I



1 inch = 1,039 feet
520 260 0 520 Feet


— Sanitary Sewer Main  Potential Sanitary Connection District



ATTACHMENT J



1 inch = 550 feet
510 255 0 510 Feet

 Grant Ave Paving Special Assessment Area



number of residential units, some of which will require FS-RM zoning; a rezone of a portion of the development to accommodate commercial uses; a change to completion date of the payback scheme for water and sanitary sewer service; a new location for a shared-use path along the east side of the development adjacent to Grant Avenue (a.k.a. Hyde Avenue); a removal of the requirement for fire sprinkler systems; and allowances for phasing of the development; and

WHEREAS, the City has an interest in addressing the need for dedication and improvements of 5 acres of land for a public park and it is also seeking changes to the location and design of a shared use path; and

WHEREAS, the Parties are interested in continuation of the project, and modification of its terms would further the realization of the mutual benefits that the Parties sought to achieve.

NOW, THEREFORE, the Parties agree to modification of the specific terms of the Pre-Annexation Agreement (hereinafter referred to as "Original Agreement") as set forth below.

II. AMENDMENTS TO ORIGINAL AGREEMENT

A. AMENDMENTS RELATED TO ALLOWABLE ZONING.

1. Section II (D) of the Original Agreement is hereby amended to provide that the site must be rezoned with a Master Plan to FS-RL (Suburban Residential Low-Density), and it may also include FS-RM (Suburban Residential Medium Density), and CGS (Convenience General Service).
2. The last unnumbered paragraph of Section II(D) of the Original Agreement is deleted. In its place the Parties agree as follows:

"In the event that Site has been voluntarily annexed into the City and the City fails to rezone the Site with a Master Plan allowing for FS-RL, FS-RM, or CGS designations, upon unanimous consent of all owners of the area comprising the Site, the Site shall be severed from the City pursuant to Iowa Code Section 368.8. Contemporaneously therewith, the City Council agrees to pass the Resolution attached as Attachment C of the Original Agreement. In the event of severance, the terms of the Original Agreement and this Addendum are deemed null and void. "

B. AMENDMENTS RELATED TO IMPROVEMENTS.

1. Section V (A) (2) (a) (i) of the Original Agreement references Attachment D. The Parties agree that Attachment D of the Original Agreement shall be deleted and it shall be replaced by Attachment 1 of this Addendum.

2. Section V (A) (2) (a) (ii) of the Original Agreement shall be amended to delete that provision, and to delete the references to Exhibit E and municipal engineer approval subsequent to preliminary plat approval.
The Parties agree instead that Developer shall conform to Ames Municipal Code Chapter 23 Subdivision requirements, and that all streets shall be designed in compliance with City ordinances and standards as required of a Conservation Subdivision preliminary plat, final plat and required improvement plans.
3. Section V (B) (6) (a) of the Original Agreement is hereby amended to change the timing of full payment of the Water District Connection fee provided therein. The Parties agree instead that upon approval of the first Final Plat after June 30, 2023, the total water connection fee attributable to the Site shall be paid in full.
4. Section V (C) (5) (a) of the Original Agreement is hereby amended to change the timing of full payment of the Sanitary Sewer Connection fee provided therein. The Parties agree instead that upon approval of the first Final Plat after June 30, 2023, the total sanitary sewer connection fee attributable to the Site shall be paid in full.
5. Section V (E) (2) of the Original Agreement is hereby amended to delete the requirement that Developer install a shared use path adjacent to the railroad tracks. The Parties agree instead that Developer shall install a 10' wide shared use path to the specifications of the City within the right-of-way (or adjacent easement) of Grant Avenue (a.k.a. Hyde Avenue) from the south right-of-way of 190th Street to the south line of Lot X, Rose Prairie Final Plat (a distance of approximately 3900 feet) within two years of the first final plat. This requirement is in addition to any required shared use paths and/or trails within the development or other improvements required through the platting process.
6. Section V (H) (2) of the Original Agreement, requiring all residential structures to have a fire sprinkler system, is hereby deleted.

C. PARK LAND DEDICATION.

1. A new Section V (I) is added to the Original Agreement as follows:

“Section V(I) Park Land Dedication. The Developer agrees to dedicate approximately 5 acres of park land to the City for providing for future recreational facilities as determined appropriate by the City, upon the following terms and conditions, all at no cost to the City:

- (a) Topographical Condition of Dedicated Park Land. The Developer shall provide approximately 5 acres of land to the City's satisfaction that is graded to provide relatively flat areas with minimal slope for park improvements in a manner that is

consistent with the topography as shown in Attachment 2 and at no cost to the City. The City has the sole discretion of determining final boundaries of the land dedicated to the City in general conformance with Attachment 2.

- (b) **Timing of Dedication.** The Developer shall provide the park land to the City with the required improvements described in detail in subsections (c) and (d) which follow, no later than the final plat of the first residential area platted outside of Parcels 5, 6, 7, and 8 shown on Attachment 1, or no later than September 1, 2023, whichever occurs first.
- (c) **Soil and Storm Water Improvements Required.** Developer improvements to the park land shall include retention or placement of minimum of 10 inches of topsoil across the park land, or to documented predevelopment levels accepted by the Municipal Engineer, in no event shall it be less than 8 inches of topsoil across the park land; management of storm water runoff consistent with an approved COSESCO Permit and storm water management plan until such time as dedicated to and accepted by the City.
- (d) **Street Frontage Improvements for Park.** Developer shall complete street frontage and right-of-way improvements; including but not limited to any required sidewalks or shared-use paths, utility extensions, and a water service stub to the property line; along or adjacent to the lot to the City's specifications, or it shall provide financial security for such improvements, all prior to the approval of the Final Plat containing the park lot and in accordance with a phasing plan approved with a preliminary plat.
- (e) **Trail Adjacent to Park.** Developer shall be responsible for the construction of a paved trail adjacent to the north property line of the park land to the City's specifications as approved as part of the Conservation subdivision open space and landscape plan requirements for final plat approval. The City may require as part of the Conservation Subdivision final plat approval that the developer provide, within Parcel 11, for connecting trail(s) from the public street or common area north of the site to the trail along the north edge of the park. Other trails and recreational improvements within the park land are the responsibility of the City of Ames.
- (f) **Park Land Independent of Homeowner's Association or Other Obligations.** The park land shall not be included in any homeowner(s) association or have any type of covenants assigned to the land that create any obligation for maintenance or improvements to the park land or other areas of the development by the City.
- (g) **Park Land Counts as Open Space.** It is understood by the Parties that the park land may be used to count towards the Developer's 25 percent open space requirements of the Conservation Subdivision requirements for open space.

- (h) Amendments to this Section. Changes to the requirements to this section must be agreed upon in writing by both parties.”

D. PHASING.

1. A new Section V (J) is added to the Original Agreement as follows:

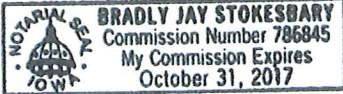
- (a) “Section V(J) Phasing

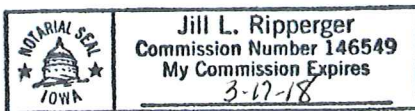
The City may approve a phasing plan as part of the preliminary and final plats, which plan could include the creation of outlots that are intended for sale to other parties. In the event such a phasing plan is approved by the City, the approved phasing plan may include authorization for the City to defer Connection District fees until the occurrence of the final plat of individual lots within these outlots.”

III. SAVINGS CLAUSE OF OTHER PROVISIONS OF ORIGINAL AGREEMENT

The Parties expressly agrees that all other terms and requirements of the Original Pre-Annexation Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to the Original Agreement to be signed by their authorized representatives as of the date first above written.

<p>CITY OF AMES, IOWA</p> <p>By <u>Ann H. Campbell</u> Ann H. Campbell, Mayor</p> <p>Attest By <u>Diane R. Voss</u> Diane R. Voss, City Clerk</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>On this <u>11th</u> day of <u>October</u>, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ann H. Campbell and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. <u>16-604</u> adopted by the City Council on the <u>11th</u> day of <u>October</u>, 2016, and that Ann H. Campbell and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p><u>Jill L. Ripperger</u> Notary Public in and for the State of Iowa</p>	<p>ROSE PRAIRIE, L.L.C.</p> <p>By <u>Terry Lutz</u> Terry Lutz, Manager</p> <p>STATE OF IOWA, COUNTY OF STORY, ss:</p> <p>This instrument was acknowledged before me on <u>October 17</u>, 2016, by Terry Lutz, Manager of Rose Prairie, L.L.C.</p> <p><u>Bradly Jay Stokesbary</u> Notary Public in and for the State of Iowa</p> <p></p>
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ROSE PRAIRIE - REVISED MASTER PLAN



ATTACHMENT 1

DEVELOPMENT SUMMARY

- 1. TOTAL RESIDENTIAL UNITS
- 2. TOTAL RESIDENTIAL GROSS AREA
- 3. TOTAL RESIDENTIAL NET AREA
- 4. TOTAL RESIDENTIAL GROUND COVER
- 5. TOTAL RESIDENTIAL CURB CUT
- 6. TOTAL RESIDENTIAL SIDEWALK
- 7. TOTAL RESIDENTIAL DRIVEWAY
- 8. TOTAL RESIDENTIAL PARKING
- 9. TOTAL RESIDENTIAL BIKEWAY
- 10. TOTAL RESIDENTIAL TRAILWAY

ESTIMATED RESIDENTIAL UNIT COUNT

Phase	Area (Ac.)	Units per Acre	Total Units
Phase 1	1.00	100	100
Phase 2	1.00	100	100
Phase 3	1.00	100	100
Phase 4	1.00	100	100
Phase 5	1.00	100	100
Phase 6	1.00	100	100
Phase 7	1.00	100	100
Phase 8	1.00	100	100
Phase 9	1.00	100	100
Phase 10	1.00	100	100
Phase 11	1.00	100	100
Phase 12	1.00	100	100
Phase 13	1.00	100	100
Phase 14	1.00	100	100
Phase 15	1.00	100	100
Phase 16	1.00	100	100
Phase 17	1.00	100	100
Phase 18	1.00	100	100
Phase 19	1.00	100	100
Phase 20	1.00	100	100
Phase 21	1.00	100	100
Phase 22	1.00	100	100
Phase 23	1.00	100	100
Phase 24	1.00	100	100
Phase 25	1.00	100	100
Phase 26	1.00	100	100
Phase 27	1.00	100	100
Phase 28	1.00	100	100
Phase 29	1.00	100	100
Phase 30	1.00	100	100
Phase 31	1.00	100	100
Phase 32	1.00	100	100
Phase 33	1.00	100	100
Phase 34	1.00	100	100
Phase 35	1.00	100	100
Phase 36	1.00	100	100
Phase 37	1.00	100	100
Phase 38	1.00	100	100
Phase 39	1.00	100	100
Phase 40	1.00	100	100
Phase 41	1.00	100	100
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Phase 80	1.00	100	100
Phase 81	1.00	100	100
Phase 82	1.00	100	100
Phase 83	1.00	100	100
Phase 84	1.00	100	100
Phase 85	1.00	100	100
Phase 86	1.00	100	100
Phase 87	1.00	100	100
Phase 88	1.00	100	100
Phase 89	1.00	100	100
Phase 90	1.00	100	100
Phase 91	1.00	100	100
Phase 92	1.00	100	100
Phase 93	1.00	100	100
Phase 94	1.00	100	100
Phase 95	1.00	100	100
Phase 96	1.00	100	100
Phase 97	1.00	100	100
Phase 98	1.00	100	100
Phase 99	1.00	100	100
Phase 100	1.00	100	100

NOTES

1. ALL UTILITIES SHOWN ARE BASED ON THE LATEST AVAILABLE RECORD DRAWINGS AND FIELD SURVEY DATA. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO FIELD VERIFICATION AND RECORD DRAWINGS. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO FIELD VERIFICATION AND RECORD DRAWINGS.

2. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO FIELD VERIFICATION AND RECORD DRAWINGS. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO FIELD VERIFICATION AND RECORD DRAWINGS.

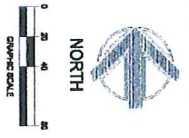
3. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO FIELD VERIFICATION AND RECORD DRAWINGS. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO FIELD VERIFICATION AND RECORD DRAWINGS.

4. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO FIELD VERIFICATION AND RECORD DRAWINGS. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO FIELD VERIFICATION AND RECORD DRAWINGS.

5. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO FIELD VERIFICATION AND RECORD DRAWINGS. THE LOCATION AND DEPTH OF UTILITIES ARE SUBJECT TO FIELD VERIFICATION AND RECORD DRAWINGS.

ATTACHMENT 2

CHICAGO AND NORTHWESTERN RAILROAD



ROSE PRAIRIE
 REVISED MASTER PLAN
 APRIL 14, 2018
 APRIL 23, 2018
 2/27/18
 4/23/18

PREPARED BY:
 C. SMITH
 CHECKED BY:
 C. SMITH

DRAWN BY:
 J. BECKER
 REVISION NO.:
 1 / 1

EX-01

PARK GRADING AND LAYOUT EXHIBIT

7

PRELIMINARY

NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS CONSTRUCTION CODE AND THE ILLINOIS SUBDIVISION ACT.
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 3. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 4. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
 5. ALL STORMWATER SHALL BE COLLECTED AND TREATED PRIOR TO DISCHARGE.
 6. ALL TREE REMOVALS SHALL BE APPROVED BY THE TOWN OF ROSEMONT.
 7. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 8. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 9. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
 10. ALL STORMWATER SHALL BE COLLECTED AND TREATED PRIOR TO DISCHARGE.

McCLURE
 building strong
 1840 NW 121st Avenue
 Fort Lauderdale, FL 33305
 Tel: 954-344-1222
 Fax: 954-344-1270

DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER
Prepared by: City of Ames Legal Department, 515 Clark Ave, Ames, IA 50010 (515-239-5146)
Return To: City Clerk, City of Ames, Iowa, 515 Clark Ave, Ames, IA 50010 (515-239-5105)

**2021 ADDENDUM TO PRE-ANNEXATION
AGREEMENT PERTAINING TO THE VOLUNTARY
ANNEXATION, REZONING AND SUBDIVISION
PLATTING AND DEVELOPMENT OF LAND TO BE
IN THE
CITY OF AMES KNOWN AS HAYDEN’S PRESERVE
(FORMERLY ROSE PRAIRIE)**

THIS ADDENDUM TO THE PRE-ANNEXATION AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the CITY OF AMES, IOWA (hereinafter called the “City”) and ROSE PRAIRIE, L.L.C. (hereinafter called the “Developer”) (the City and the Developer collectively being referred to herein as the “Parties”).

WITNESSETH THAT:

WHEREAS, on the 16th day of July 2010, the City and Story County Land, L.C., entered into a Pre-Annexation Agreement for land which was then referred to as the “Rose Prairie Subdivision”, which provided for the annexation, rezoning, and conceptual residential development plan of that land; and

WHEREAS, the Pre-Annexation Agreement (recorded as instrument number 2010-00007271 on August 3, 2010, in the office of the Story County Recorder) provided for, among other things, a master plan for development, a rezoning to FS-RL, a payback mechanism for water and sanitary sewer service, a requirement for a shared use path along the west side of the development adjacent to the Union Pacific railroad tracks, and a requirement that binding covenants be in place to require any residential structure to have a fire sprinkler system; and

WHEREAS, Developer is a successor to the original owners and developers, and is the present owner of Rose Prairie Subdivision; and

WHEREAS, Developer proposed a rezoning and master plan with an addendum to the

pre-annexation agreement that was approved by the Ames City Council on November 16, 2016 (recorded as instrument number 2016-00012020 on December 1, 2016, in the office of the Story County Recorder)

WHEREAS, the Developer now seeks to further modify the pre-annexation agreement to address changes to the Master Plan regarding housing distribution, open space, trail improvements, and an east west road connection along with related changes to future phasing of improvements and platting.

WHEREAS, the City of Ames recognizes a benefit to the City with development of the site as a Conservation Subdivision and other improvements along with the provision of a new east west city greenway through the site.

WHEREAS, the Parties are interested in continuation of the project, and modification of its terms would further the realization of the mutual benefits that the Parties sought to achieve.

NOW, THEREFORE, the Parties agree to modification of the specific terms of the Pre-Annexation Agreement (hereinafter referred to as “Original Agreement”) and the 2016 Addendum as set forth below.

II. AMENDMENTS TO ORIGINAL AGREEMENT

A. AMENDMENTS RELATED TO ALLOWABLE ZONING AND MASTER PLAN.

1. The 2016 Addendum includes a new conceptual plan for the development of the Rose Prairie Subdivision labeled as Attachment 1.
2. Attachment 1 from 2016 is now replaced by a new conceptual plan for development labeled as Attachment “AA” that is a Master Plan for the site that defines the distribution and ranges of housing types, conceptual layout of trails, road access points to the site, and open spaces.

B. AMENDMENTS RELATED TO IMPROVEMENTS.

1. Section V (A) (2) (a) (i) of the Original Agreement referenced Attachment D, which was replaced in 2016 with Attachment 1. Attachment 1 is now replaced by Attachment “AA”.

2. Section V (B) (6) (a) of the Original Agreement is hereby amended to change the timing of full payment of the Water District Connection fee provided therein. The Parties agree instead that upon approval of the first Final Plat after June 30, 2031, the total water connection fee attributable to the Site shall be paid in full.
3. Section V (C) (5) (a) of the Original Agreement is hereby amended to change the timing of full payment of the Sanitary Sewer Connection fee provided therein. The Parties agree instead that upon approval of the first Final Plat after June 30, 2031, the total sanitary sewer connection fee attributable to the Site shall be paid in full.
4. The 2016 Addendum includes a requirement in Section II (C) (1) (e) for the construction of a 10-foot shared use path along Hyde Avenue from 190th Street to the south boundary of the adjacent Lox X of the Rose Prairie Final Plat, totaling approximately 3,900 linear feet. The timing of the installation of the path was to occur within two years of the first final plat. The Shared Use Path requirement is in addition to any required shared use paths and/or trails within the development or other improvements required through the platting process.

The timing requirement is modified as follows:

“The first of leg the path is to be installed within two years of the first final plat for developable lots to a point agreed upon by the City and Developer, across from the Ada Hayden Park parking lot (approximately 2,600 feet). The second leg of the path shall be approved for deferral beyond two years by the City Council in consideration of the timing of the connection to be completed with the development of the “Auburn Trail” site to the south. It is understood by both parties that the second leg of the path is not required or necessary until the connection point is constructed as a part of Auburn Trail. Upon notice by the City that the Auburn Trail connection point is complete, the Developer shall complete the extension of the second leg of the shared use path to the south end of Parcel X within 150 days, unless an extension is granted by the City Council.”

5. The original agreement in Section V (C) (6) describes the Developer’s obligations to install sewer within the site consistent with Exhibit “H” at their sole cost. The City at their discretion may establish a connection district for segment 2 to 4 and determine benefit for reimbursement to the Developer. This section is modified to address the construction of sewer segment 2 to 4 as follows:

“An easement for the construction extension of the sanitary sewer for the whole segment of sewer from 2 to 4 shall be granted to the City with the first final plat approval. The Developer at their sole cost shall construct the sanitary sewer segment of 2 to 4 to the west side of the north south spine road shown in Attachment “AA.” This extension to the west side of the spine road shall occur concurrent with development, however the construction of the extension to the west side of the spine road shall occur no later than the development of Parcel

9,10,11,12, or 13, whichever occurs first.

For the remaining segment of sewer from the spine road to the west boundary line, if the City determines that the extension of the sewer to the west boundary line may satisfactorily provide service to properties west of the railroad tracks and to development within Parcel 10 or Parcel 11, the Developer shall also make the extension from the spine road to the west boundary line at their cost with the development of either Parcel. In the event that the only satisfactory level of service for the property to west that can occur is with an extension of the sewer line, or a portion of the extension, that does not also have benefit to Parcel 11 or 12, the Developer is relieved of the obligation to further extend the sewer or portion thereof from the spine road to the western boundary.”

C. PARK LAND DEDICATION.

1. The 2016 Addendum added a new Section V (I) for dedication and development of a neighborhood park. The terms for the park improvements remain in place, however the location, size, and timing of the dedication and improvement are modified as follows:

Section V (I) (a) Topographical Condition and Dedicated Parkland as follows:

“The Developer shall provide the park land to the City at the location depicted on Attachment “AA” and of a size of approximately nine (9) acres exclusive of HOA storm water conveyance and treatment measures. The land shall be graded to a relatively flat condition of less than 2% for areas planned for park improvements, e.g. fields, shelters, basketball court, playgrounds, and generally shown on Exhibit BB. Final determination of improvement areas and planned improvements are to be to the satisfaction of the City.

Section V (I) (b) Timing of Dedication is replaced in its entirety as follows:

“Park land shall be dedicated to the City and improved consistent with the terms of the agreement, including completion of street improvements across the frontage of the site, concurrent with the development of Parcel 7 or Parcel 6, or by July 1, 2028 whichever occurs first. Concurrent with the development of a Parcel means within 12 months of final plat approval.

In the event that final plat approval of Parcel 7 or Parcel 6 does not occur prior to July 1, 2028, the Developer may provide a minimum street improvement and shared use path to City specifications for a length of approximately 400 feet south of Parcel 3 to provide access to and make improvements to the Park. Extension of the street under this scenario does not relieve the Developer of future obligations to extend and complete all street and shared use path improvements to the south across the frontage of the park.”

Section V (I) (e) Trail Adjacent to Park is replaced in its entirety as follows:

“Developer shall be responsible for the construction of a paved trail adjacent to the south property line of the park land to the City’s specifications as approved as part of the Conservation Subdivision open space and landscape plan requirements for final plat approval. The City may require as part of the Conservation Subdivision final plat approval that the Developer provide for connecting trail(s) to the park trail from Parcel 6. Other trails and recreational improvements within the park land are the responsibility of the City of Ames.

D. CITY GREENWAY

With this addendum, the Developer agrees to complete a new east west Greenway as described herein. A new Section V (H) is added to the Original Agreement as follows:

“The Developer shall provide to the City a 20-foot easement for purpose of constructing and maintaining a paved 10-foot wide shared use path. The dedication of the greenway easement and the trail improvements shall be at no cost to the City. The path will extend from Hyde Avenue to the west property line of the development on a route that is approved by the City, but generally shown on Attachment “AA”. The developer is responsible for the design and construction of the trail at their sole cost, with the exception of the cost of crossing the north south waterway. The design shall be approved by the City and include the crossing of the waterway. The developer shall be responsible for all permitting needed for work within the flood plain to allow for the construction of the trail and the crossing.

The City will construct a crossing of the north/south waterway at an agreed upon location to complete the connection of the path to the developer’s construction of the path and embankments. The developer shall either connect the path to the bridge placed by the City at the approved location or construct the path to within at least 60 feet of the approved location for placement of the bridge on each side of the bridge if the bridge is not in place at the time of the construction of the path. The Developer shall provide to the City at no cost any necessary temporary construction easements for the placement of the bridge.

Upon acceptance of the dedication and improvements, the City will be responsible for the upkeep and maintenance of the paved trail. The HOA shall be responsible for general mowing and vegetation management within the easement and reflected as such as in the CC&Rs of the Conservation Subdivision. The greenway easement shall be provided with the first final plat and the path shall be built concurrent with development of adjacent Parcels. However, upon completion of the Park Parcel improvements, the developer’s path construction must also be completed to make a connection to the Park, unless agreed upon by the City Council for a different phasing schedule due to the timing of bridge placement. Construction of the trail between Parcel 9 and Parcel 7 would satisfy the timing requirement for connecting to the park”

III. SAVINGS CLAUSE OF OTHER PROVISIONS OF ORIGINAL AGREEMENT

The Parties expressly agrees that all other terms and requirements of the Original Pre-Annexation Agreement and 2016 Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to the Original Agreement to be signed by their authorized representatives as of the date first above written.

<p>CITY OF AMES, IOWA</p> <p>By _____ John A. Haila, Mayor</p> <p>Attest By _____ — Diane R. Voss, City Clerk</p> <p>STATE OF IOWA, COUNT OF STORY, ss:</p> <p>On this ____ day of _____, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared John A. Haila and Diane R. Voss, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2021, and that John A. Haila and Diane R. Voss acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.</p> <p>_____ Notary Public in and for the State of Iowa</p>	<p>ROSE PRAIRIE, L.L.C.</p> <p>By _____ — Terry Lutz, Manager</p> <p>STATE OF IOWA, COUNT OF STORY, ss:</p> <p>This instrument was acknowledged before me on _____, 2021, by Terry Lutz, Manager of Rose Prairie, L.L.C.</p> <p>_____ Notary Public in and for the State of Iowa</p>
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Attachment AA

HAYDEN'S PRESERVE MASTER PLAN - 2021 REVISION



building strong communities.

1360 NW 121ST Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

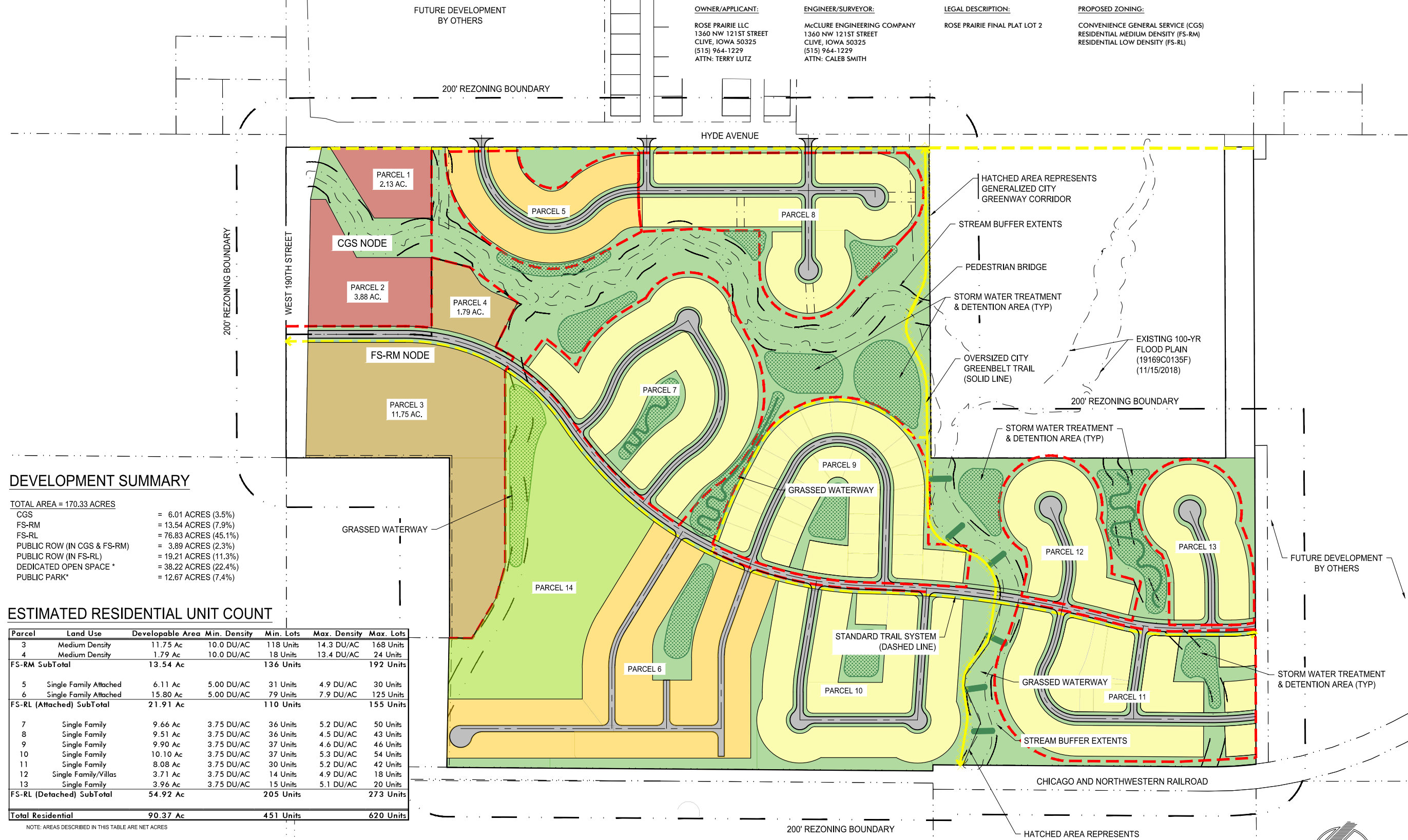
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OWNER/APPLICANT:
ROSE PRAIRIE LLC
1360 NW 121ST STREET
CLIVE, IOWA 50325
(515) 964-1229
ATTN: TERRY LUTZ

ENGINEER/SURVEYOR:
McCLURE ENGINEERING COMPANY
1360 NW 121ST STREET
CLIVE, IOWA 50325
(515) 964-1229
ATTN: CALEB SMITH

LEGAL DESCRIPTION:
ROSE PRAIRIE FINAL PLAT LOT 2

PROPOSED ZONING:
CONVENIENCE GENERAL SERVICE (CGS)
RESIDENTIAL MEDIUM DENSITY (FS-RM)
RESIDENTIAL LOW DENSITY (FS-RL)



DEVELOPMENT SUMMARY

TOTAL AREA = 170.33 ACRES

CGS	= 6.01 ACRES (3.5%)
FS-RM	= 13.54 ACRES (7.9%)
FS-RL	= 76.83 ACRES (45.1%)
PUBLIC ROW (IN CGS & FS-RM)	= 3.89 ACRES (2.3%)
PUBLIC ROW (IN FS-RL)	= 19.21 ACRES (11.3%)
DEDICATED OPEN SPACE*	= 38.22 ACRES (22.4%)
PUBLIC PARK*	= 12.67 ACRES (7.4%)

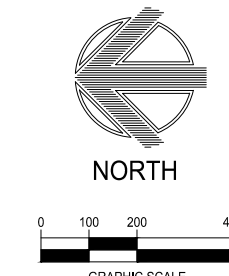
ESTIMATED RESIDENTIAL UNIT COUNT

Parcel	Land Use	Developable Area	Min. Density	Min. Lots	Max. Density	Max. Lots
3	Medium Density	11.75 Ac	10.0 DU/AC	118 Units	14.3 DU/AC	168 Units
4	Medium Density	1.79 Ac	10.0 DU/AC	18 Units	13.4 DU/AC	24 Units
FS-RM SubTotal		13.54 Ac		136 Units		192 Units
5	Single Family Attached	6.11 Ac	5.00 DU/AC	31 Units	4.9 DU/AC	30 Units
6	Single Family Attached	15.80 Ac	5.00 DU/AC	79 Units	7.9 DU/AC	125 Units
FS-RL (Attached) SubTotal		21.91 Ac		110 Units		155 Units
7	Single Family	9.66 Ac	3.75 DU/AC	36 Units	5.2 DU/AC	50 Units
8	Single Family	9.51 Ac	3.75 DU/AC	36 Units	4.5 DU/AC	43 Units
9	Single Family	9.90 Ac	3.75 DU/AC	37 Units	4.6 DU/AC	46 Units
10	Single Family	10.10 Ac	3.75 DU/AC	37 Units	5.3 DU/AC	54 Units
11	Single Family	8.08 Ac	3.75 DU/AC	30 Units	5.2 DU/AC	42 Units
12	Single Family/Villas	3.71 Ac	3.75 DU/AC	14 Units	4.9 DU/AC	18 Units
13	Single Family	3.96 Ac	3.75 DU/AC	15 Units	5.1 DU/AC	20 Units
FS-RL (Detached) SubTotal		54.92 Ac		205 Units		273 Units
Total Residential		90.37 Ac		451 Units		620 Units

NOTE: AREAS DESCRIBED IN THIS TABLE ARE NET ACRES

NOTES

- 1) ALL GREEN SPACE AREAS AND LOT CONFIGURATIONS INSIDE THE PARCEL BOUNDARIES ARE TO BE DEPICTED AND DESIGNED BY FUTURE PRELIMINARY PLAT(S). *OPEN SPACE AREAS INSIDE INDIVIDUAL PARCEL BOUNDARIES IN RED HAVE NOT BEEN INCLUDED IN THE OVERALL OPEN SPACE CALCULATIONS.
- 2) *OPEN SPACE REQUIRED (25%) INCLUDES BOTH DEDICATED OPEN SPACE AND CITY PARK. 29.9% IS PROVIDED.
- 3) NO MORE THAN 25% OF THE UNITS IN ANY ONE APARTMENT BUILDING CAN CONTAIN THREE BEDROOMS. ALL OTHER UNITS SHALL BE ONE- OR TWO-BEDROOM UNITS.
- 4) STREET ALIGNMENTS ARE GENERALIZED.



HAYDEN'S PRESERVE REVISED
MASTER PLAN - 2021 REV.

AMES, IA
2212007
JUNE 3, 2021

REVISIONS

ENGINEER
J. BECKER

DRAWN BY
J. BECKER

CHECKED BY
C. SMITH

FIELD BOOK NO.

DRAWING NO.
MP-01

SHEET NO.
1 / 1

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Attachment BB -Park Improvements Grading

