

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
APRIL 12, 2022

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.

CALL TO ORDER: 6:00 p.m.

PROCLAMATION:

1. Proclamation for “Fair Housing Month,” April 2022

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.

2. Motion approving payment of claims
3. Motion approving the Regular Minutes of March 22, 2022 and Special Meeting Minutes of March 30, 2022
4. Motion approving Report of Change Orders for period March 16 - 31, 2022
5. Motion certifying Civil Service candidates
6. Motion directing City Attorney to draft ordinance modifying Chapter 18 of the *Municipal Code* for parking changes at various locations
7. Motion approving new Class E Liquor License, Class B Wine Permit, Class C Beer Permit with Sunday Service - Liquor Land, 4518 Mortensen Road
8. Motion approving new Class E Liquor License, Class B Wine Permit, Class C Beer Permit - World Liquor & Tobacco + Vapors, 111 Duff Avenue
9. Motion approving new Class E Liquor License, Class B Wine Permit, Class C Beer Permit - Southgate Wine & Spirits, 110 Airport Road
10. Motion approving temporary Outdoor Service for Class C Liquor License with Outdoor Service and Sunday Sales - Tip Top Lounge, 201 E. Lincoln Way, for the following dates in 2022: pending Dram Shop Insurance
 - a. June 9
 - b. June 23
 - c. June 25
 - d. July 7
 - e. July 16
 - f. July 21
 - g. August 4
 - h. August 18
11. Motion approving Temporary Outdoor Service for Class C Liquor License with Outdoor Service

and Sunday Sales - Sips and Paddy's Irish Pub, 126 Welch Avenue, for the following weekend in 2022:

- a. May 6 - May 8, 2022
12. Motion approving renewal of the following Beer Permits, Wine Permits and Liquor Licenses:
 - a. Class C Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Cyclone Experience Network - Hilton Coliseum
 - b. Class C Liquor License with Catering Privilege, Outdoor Service & Sunday Sales - Perfect Games, Inc., 1320 Dickinson Avenue
 - c. Special Class C Liquor License with Class B Native Wine Permit - Szechuan House, 3605 Lincoln Way
 - d. Class C Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Provisions Lot F, 2400 North Loop Drive
 - e. Class C Beer Permit with Class B Wine Permit and Sunday Sales - Hy-Vee Gas #5018, 636 Lincoln Way
13. Requests from Ames Main Street (AMS) for Art Walk on Thursday, June 2, 2022:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License in Central Business District
 - b. Resolution approving closure of 10 metered parking spaces for vendors from 1:00 p.m. to 9:00 p.m.
 - c. Resolution approving waiver of parking meter fees and enforcement, usage and waiver of electrical fees, and waiver of fee for blanket Vending license for Ames Main Street from 5:00 p.m. to 8:00 p.m.
 - d. Resolution approving closure of Douglas Avenue, from Main Street to Fifth Street from 1:00 p.m. to 8:00 p.m.
 - e. Resolution approving usage of Tom Evans Plaza
14. Requests from Ames Main Street for 4th of July activities on July 4, 2022:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License in Central Business District
 - b. Resolution approving usage and waiver of electrical fees and waiver of fee for blanket Vending License
 - c. Resolution approving closure of portions of Main Street, Northwestern Avenue, Fifth Street, Douglas Avenue, Burnett Avenue, Kellogg Avenue, Clark Avenue, Allan Drive, and Pearle Avenue from 6:00 a.m. until end of parade
 - d. Resolution approving closure of Parking Lot MM, south portion of Lot M, Depot Lots V and TT from 6:00 a.m. to 2:00 p.m.
15. Requests from Ames Main Street for Summer Sidewalk Sales on July 28 - July 31, 2022:
 - a. Motion approving Blanket Temporary Obstruction Permit and Blanket Vending License
 - b. Resolution approving suspension of parking regulations and enforcement for the Downtown from 8:00 a.m. to 8:00 p.m. on Saturday, July 30
 - c. Resolution approving waiver of fee for Blanket Vending License
 - d. Resolution approving request from Ames Main Street for Saturday, July 30 to transfer \$1,370.25 from the Local Option Sales Tax Fund to the Parking Fund
16. Resolution approving the accession of three sculptures for the Neighborhood Sculpture Program
17. Resolution approving the designs for the seven transformer wraps for the Downtown Electric Transformer Art

18. Resolution in support of the City of Ames RAISE 2022 Grant Application for the Lincoln Way Corridor Connectivity Project (North Dakota - South Skunk River)
19. Resolution approving Amendment to Lease Agreement with T-Mobile to authorize an emergency standby generator to be installed adjacent to T-Mobile's existing infrastructure located at the Bloomington Road Elevated Tank (BRET)
20. Resolution awarding 1-year renewal with Arthur J. Gallagher & Co., of Centennial, Colorado, to provide Health Benefits Consulting Services & Actuarial Valuation Services, beginning July 1, 2022, in an amount not to exceed \$40,000
21. Ames on the Half Shell:
 - a. Resolution approving waiver of enforcement of *Municipal Code* Section 17.17 related to alcohol consumption in City parks with respect only to Bandshell Park from 5:00 p.m. to 9:00 p.m. on Fridays, May 27 - June 24, 2022
 - b. Motion approving 6-month Class B Beer Permit with Outdoor Service - Ames on the Half Shell, Bandshell Park - pending Dram Shop Insurance
22. Transportation Alternatives Program (STBG-TAP) Application for 2025/26 Shared Use Path System Expansion (South Dayton Avenue):
 - a. Motion approving the AAMPO TAP Application
 - b. Resolution to commit local funding in the amount of \$335,000 from the Local Option Sales Tax Fund
 - c. Resolution accepting and maintaining the 2025/26 Shared Use Path System Expansion (South Dayton Avenue) in accordance with the Iowa DOT's Application Form for Iowa's Transportation Alternatives Program Funds
23. 2019/20 Storm Water Erosion Control Program (Ioway Creek - Brookside):
 - a. Resolution approving Water Quality Initiative Urban Conservation Demonstration Project Funding Agreement with Iowa Department of Ag Land Stewardship (IDALS) in the amount of \$100,000
 - b. Resolution approving Water Infrastructure Funding Agreement from the Iowa Finance Authority in the amount of \$500,000
24. Resolution awarding contract to Jaspering Electric, Inc., Ames, Iowa, for the CyRide Electric Bus System Upgrades in the amount of \$282,800 (Base Bid)
25. Resolution approving renewal of Tree Trimming Contract with Pitts Lawn & Tree Service of Huxley, Iowa, in an amount not to exceed \$85,000
26. Resolution approving contract and bond for 2021/22 Collector Street Pavement Improvements (Hoover Avenue)
27. Resolution accepting completion of Art Capital Grant Project for Reliable Street, Inc., and authorizing full payment in the amount of \$4,725
28. Resolution accepting completion of Water Treatment Plan Dehumidification Project

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. Reassess changing lights on Highway 30 and Bandshell to Ukraine flag colors

PLANNING & HOUSING:

30. Discussion on Tax-Increment Financing request for a Small Lot Industrial Development Subdivision located at 2105 & 2421 Dayton Avenue:
 - a. Motion directing staff to prepare a Development Agreement for approval in early Fall 2022
31. Update on Low-Income Housing Tax Credit (LIHTC) Development Options for Multi-Family Housing in the Baker Subdivision (321 State Avenue)

PARKS & RECREATION:

32. Resolution approving naming the Indoor Aquatic Center as the “Fitch Family Indoor Aquatic Center;” naming the Therapeutic Pool as the “Mary Greeley Medical Center Therapeutic Pool;” and naming the Zero-Depth Entry Pool and Play Structure as the “Fareway Fun Zone”

WATER & POLLUTION CONTROL:

33. Resolution authorizing Mayor to sign the Water Infrastructure Fund Grant Agreement with the Iowa Finance Authority providing \$61,500 towards the cost of retiring 40 acres of land west of Moore Memorial Park and restoring it to native vegetation

HEARINGS:

34. Hearing on rezoning of 3210 Cedar Lane from Agricultural (A) to Floating Suburban - Residential Low Density (FS-RL) with a Planned Unit Development Overlay (PUD) and Master Plan:
 - a. First passage of ordinance
35. Hearing on conveyance of City-owned land commonly known as 241 Village Drive:
 - a. Resolution approving sale to Habitat for Humanity of Central Iowa, Inc., in the amount of \$100,000
36. Hearing on Ada Hayden Heritage Park Dredging of Wetland G (Cell 1):
 - a. Resolution approving final plans and specifications and awarding contract to Nagel Construction LLC., of Allerton, Iowa, in the amount of \$118,323 (Base Bid & Alt. 1)
37. Hearing on S 16th Street Improvements:
 - a. Resolution approving final plans and specifications and awarding contract to Con-Struct, Inc., of Ames, Iowa, in the amount of \$4,085,830.80

ORDINANCES:

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

COUNCIL COMMENTS:

ADJOURNMENT:

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

AMES, IOWA

MARCH 22, 2022

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

CALL TO ORDER: The Ames Area Metropolitan Planning Organization (AAMPO) Transportation Policy Committee meeting was called to order by Ames Mayor and voting member John Haila at 6:00 p.m. on the 22nd day of March, 2022. Other voting members present 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; Anita Rollins, City of Ames; Linda Murken, Story County Supervisor; Jon Popp, Mayor of Gilbert; Bill Zinnel, Boone County Supervisor; and Jacob Ludwig, Transit Board.

CONSENT AGENDA: Moved by Murken, seconded by Ludwig, to approve the following on the Consent Agenda:

1. Motion approving Annual Self-Certification for FY 2023
2. RESOLUTION NO. 22-124 approving designation of AAMPO representatives to Central Iowa Regional Transportation Planning Alliance
3. Motion setting May 24, 2022, as date of public hearing regarding amendments to the FFY 2022-2025 Transportation Improvement Program

Vote on Motion: 11-0. Motion declared carried unanimously.

DRAFT FY 2023 TRANSPORTATION PLANNING WORK PROGRAM AND SETTING MAY 24, 2022, AS DATE OF PUBLIC HEARING: Transportation Planner Kyle Thompson stated that the Transportation Planning Work Program (TPWP) is a federally required document that the Metropolitan Planning Organization (MPO) develops annually. The TPWP identifies and budgets all the City's transportation planning activities and document updates that the MPO undergoes for the upcoming fiscal year. For FY 2023 the TPWP has been separated into seven work elements. Those elements were: 1] Administration; 2] Transportation Improvement Program (TIP); 3] Transit Planning; 4] Comprehensive Planning; 5] Long-Range Transportation Planning; 6] Transportation Data; and 7] Special Studies. The current proposed FY 2023 MPO budget totaled \$448,000 (\$358,400 in Federal funds and \$89,600 in local funds). The budget fully utilizes all anticipated carryover amounts and has \$42,928 in unobligated funds that can be programmed into future fiscal years as carryover. Mr. Thompson noted there will be a public input session on March 24, 2022, at noon via Microsoft Teams. Any public comments would be accepted until April 30, 2022.

Moved by Betcher, seconded by Ludwig, to approve the Draft FY 2023 Transportation Planning Work Program and set May 24, 2022, as the date of public hearing,

Vote on Motion: 11-0. Motion declared carried unanimously.

POLICY COMMITTEE COMMENTS: Gilbert Mayor Popp stated that the 190th Street Corridor Study is going to be important. He noted that having some federal money available would be helpful to accelerate the three roundabouts. Mayor Popp said that having roundabouts would work well with the City of Ames Climate Action Plan, particularly with the gas savings.

Supervisor Murken agreed with Mayor Popp regarding the 190th Street intersections. She noted that they are seeing more growth in North Ames and something needs to be done. Ms. Murken mentioned that she did see an article regarding potential gas savings when utilizing roundabouts instead of traffic signals.

Mayor Haila asked Public Works Director John Joiner to provide more information on the 190th Street Corridor Study and what the process would be. Director Joiner clarified how the projects work in the Long-Range Plan and what steps are taken. He indicated that the current Long-Range Transportation Plan does identify three intersections for potential improvements (Carver and Cameron, Carver and 190th, 190th and Hyde), but it did not identify any particular treatment. The intersections are not identified as roundaboutss, turn lanes, traffic signals, or anything specific. The three intersections are programmed into the Long-Range Transportation Plan in three different locations. The Carver/Cameron intersection appears in the developer-driven section, the Carver/190th is in the illustrative section, and 190th/Hyde is in the FY 2025-29 range. Director Joiner stated that since the Carver/Cameron intersection is developer-driven, it has been initiated with the annexation and the upcoming development on the southwest corner (Dankbar/Munch development). After looking at the traffic study and speaking with the engineers, County, and the developer, it was decided that the approach for the Carver/Cameron intersection will be obtaining funding for the developers for signalization and then the developers will create turn lanes. The 190th Corridor Study is more immediate in the Long-Range Transportation Plan and will be done from Carver easterly through Hyde. The Study will look at the traffic needs and what solutions could be done for the intersections and throughout the Corridor. The Study had been moved up in the Ames Capital Improvements Plan (CIP) to FY 2022/23 and in the Draft Work Plan through the AAMPO. Until the Study is done there are not any projects identified. Director Joiner noted that the intersections are in shared jurisdictions. The 190th/Hyde intersection is shared between the City and the County, and as of right now, the Carver/190th intersection is entirely within the County.

Supervisor Murken stated that the County and the City are sharing the costs for the 190th/Hyde, but the way the area was annexed made it become within the City limits. Director Joiner noted that as the City does the Study and identifies the projects, there will need to be an Agreement between the City and Story County regarding funding and development.

The Mayor asked what would be required for any federal funding and any potential grants. Director Joiner said that the federal funding would be for any projects that have already been identified, and since the Corridor Study has not been done yet, it would be difficult to put forward an application. He mentioned that on a federally competitive level, they will be looking to mitigate major safety concerns (fatalities and major injuries) and major property damage. Fortunately, there have not been

any fatalities or major injuries at the intersections. The State has a Traffic Safety Program that cities can apply to annually for grants; this would be a more likely avenue to obtain funding.

Supervisor Murken said that the temporary stop lights at 190th/Hyde have shown improvements in the area, but comments have been made that a roundabout would be better. Mayor Haila noted that the roundabout would be taken into consideration, but other steps must be taken first. It was asked when the Corridor Study would be done. Director Joiner stated the funding will be appropriated on July 1, 2022, but staff might be able to start working on the Request for Proposals (RFP) prior to that date.

Council Member Betcher asked what connection, if any, there was between what the MPO does and what will be recommended to the City Council in the Climate Action Plan. Director Joiner said staff could look at carbon impact and the different options that may help access grant funding.

ADJOURNMENT: Moved by Popp, seconded by Beatty-Hansen, to adjourn the Ames Area Metropolitan Planning Organization Transportation Policy Committee meeting at 6:17 p.m.
Vote on Motion: 11-0. Motion declared carried unanimously.

REGULAR MEETING OF THE AMES CITY COUNCIL

The Regular Meeting of the Ames City Council was called to order by Mayor John Haila at 6:18 p.m. on March 22, 2022, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Gloria Betcher, Bronwyn Beatty-Hansen, Amber Corrieri, Tim Gartin, Rachel Junck, and Anita Rollins. *Ex officio* Member Trevor Poundstone was also present.

The Mayor announced that the Council was working off an Amended Agenda. Under the Consent Agenda, an item had been added for the SCADA System for Electric Services.

CONSENT AGENDA: Mayor Haila stated that staff had requested to pull Item 13: Resolution approving Amendment to Lease Agreement with T-Mobile to authorize an emergency standby generator to be installed adjacent to T-Mobile's existing infrastructure located at the Bloomington Road Elevated Tank (BRET), from the Agenda, as the signed Agreement had not been received.

Moved by Beatty-Hansen, seconded by Junck, to approve the following items on the Consent Agenda.

1. Motion approving payment of claims
2. Motion approving the Regular Minutes of March 8, 2022
3. Motion approving Report of Change Orders for period March 1 - 15, 2022
4. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Class C Liquor License with Sunday Sales - Dangerous Curves, 111 5th St., Pending Dram Shop Insurance
 - b. Class C Liquor License with Sunday Sales - Cinemark Movies 12, 1317 Buckeye Avenue
 - c. Class C Liquor License with Outdoor Service and Sunday Sales - Cornbred BBQ, 526 Main Street, Suite 106

- d. Class B Liquor License with Sunday Sales - Radisson Ames, 2609 University Blvd.
 - e. Class C Liquor License with Outdoor Service and Sunday Sales - Brick City Grill, 2640 Stange Road
 - f. Class E Liquor License, Class C Beer Permit, Class B Wine Permit - Off Campus Beer & Spirits LLC, 4518 Mortensen Rd, Suite 109
5. RESOLUTION NO. 22-125 approving and adopting Supplement No. 2022-2 to *Municipal Code*
 6. RESOLUTION NO. 22-126 approving appointment of Mike LaPietra to the Planning and Zoning Commission
 7. RESOLUTION NO. 22-127 setting April 12, 2022, as date of public hearing for sale of City-owned property at 241 Village Drive to Habitat for Humanity of Central Iowa in the amount of \$100,000 and authorize staff to finalize terms and conditions for the sale
 8. RESOLUTION NO. 22-128 approving Certified Local Government (CLG) Annual Report
 9. RESOLUTION NO. 22-129 approving the State Historical Society of Iowa Grant-in-Aid Agreement for the Chautauqua Park - Ridgewood Intensive Survey, Certified Local Government Grant Project
 10. RESOLUTION NO. 22-130 authorizing Public Art Commission to enter into agreements with artists for 2022/23 Ames Annual Outdoor Sculpture Exhibition selections
 11. RESOLUTION NO. 22-131 approving exception to Section 22.32(c)(2)(v) to allow alcohol service in Sidewalk Café at Della Viti, 323 Main Street, Ste. 102
 12. RESOLUTION NO. 22-132 approving exception to Section 22.32(c)(2)(v) to allow alcohol service in Sidewalk Café at Noir, 405 Kellogg
 13. SCADA System for Electric Services:
 - a. RESOLUTION NO. 22-148 waiving City's Purchasing Policies and Procedures requirement for formal bidding
 - b. RESOLUTION NO. 22-150 awarding contract to Open Systems International, Inc., of Medina, Minnesota, for The Monarch Support (Diamond/Gold/Diamond/Gold) for a four-year term in the total amount of \$321,021.00
 14. RESOLUTION NO. 22-134 approving the adoption of the 2022 Electric Reliability Plan statement
 15. RESOLUTION NO. 22-135 approving request from ChildServe to modify its FY 2021/22 ASSET Contract to transfer \$6,000 from Daycare Infant to Daycare Children
 16. RESOLUTION NO. 22-136 approving request from Heartland Senior Services to modify its FY 2021/22 ASSET Contract to transfer \$23,012 from Activity/Resource Center and \$16,912 from Congregate Meals to Home Delivered Meals
 17. Requests from Frederiksen Court Community Center for Freddy Fun Run on Saturday April 23, 2022:
 - a. Motion approving blanket Temporary Obstruction Permit for the closed area
 - b. RESOLUTION NO. 22-137 approving closures of portions of 6th Street from 9:30 a.m. to 11:30 a.m.
 18. Requests from Ames Main Street (AMS) for Music Walk on Thursday, April 28, 2022:
 - a. Motion approving blanket Temporary Obstruction Permit and blanket Vending License in Central Business District from 3:00 p.m. to 9:00 p.m.

- b. RESOLUTION NO. 22-138 approving closure of 10 metered parking spaces for vendors from 3:00 p.m. to 9:00 p.m.
 - c. RESOLUTION NO. 22-139 approving waiver of parking meter fees and enforcement and usage and waiver of electrical fees, and waiver of fee for blanket Vending License for Ames Main Street from 3:00 p.m. to 9:00 p.m.
19. RESOLUTION NO. 22-140 approving an Electric Utility Easement on State of Iowa property for the installation of electrical pull boxes along the east side of Beach Avenue between Sunset Drive and Country Club Boulevard
 20. RESOLUTION NO. 22-141 approving an Electric Utility Easement on State of Iowa property adjacent to the CyRide building that covers a new pad-mounted transformer and existing City-owned electric facilities not previously covered by an easement
 21. South 16th Street Improvements:
 - a. Motion rejecting bids
 - b. RESOLUTION NO. 22-142 approving preliminary plans and specifications; setting April 6, 2022, as bid due date and April 12, 2022, as date of public hearing
 22. RESOLUTION NO. 22-143 approving preliminary plans and specifications for 2020/2021 Concrete Street Improvement (Ford Street, Bell Avenue, S. 17th Street, S. Kellogg Avenue); setting April 20, 2022, as bid due date and April 26, 2022, as date of public hearing
 23. RESOLUTION NO. 22-144 accepting completion of Contract with Blade Runner Turbomachinery Services, LLC, for Unit 8 Turbine Generator Overhaul Project
- Roll Call Vote: 6-0. Motions/Resolutions declared carried/adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

PUBLIC FORUM: Mayor Haila opened Public Forum.

Richard Deyoe, 505-8th Street, #2, Ames, stated that he had filled out the Satisfaction Survey before, and he had added a comment that the Police should be getting the door for people instead of him. He said it was ironic that he can't open the door anymore. Mr. Deyoe said that in the *Story County Sun*, it referenced a 45-page document that was approved by the City Council last November, and he was unable to pull up the document as he does not have a computer. He read through the Report and it had mentioned the Police Department participating in "National Night Out" and other activities, but it doesn't mention that they get the door for anyone at City Hall. Mr. Deyoe believed that someone should be opening the door to the public. He noted that he held the door open as a courtesy and considers it a job that he doesn't get paid for. Mr. Deyoe then said that he couldn't go to the City Concerts in the Ames City Hall Auditorium even when he has paid to get in because it is not official City business.

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

STAFF REPORT REGARDING OUTSIDE FUNDING REQUEST PROCESS: Assistant City Manager Brian Phillips explained that during the Budget approval process, there was a discussion regarding a couple of requests for outside funding that did not go through the adopted process for reviewing and making recommendations for requests. Staff had provided this Report to the Council

to clarify the procedures for future requests. Several years ago, before there was an adopted process, outside funding requests would come at all times of the year and it was difficult to understand what the grand total was for all the funding being requested. He noted what was key in the Report was the recommended process, which was listed on Page 2 of the Staff Report. Mr. Phillips went over the recommended process/timing of outside funding requests. It was advisable that the City Council stand firm on requiring each requesting party (either a citizen or Council Member) to comply with the established Outside Funding Program procedures, criteria, and deadlines, and be prepared to disqualify from consideration those requests that are not compliant. While it is possible to justify approval of outside funding at other times of the year, this should be the exception rather than the rule.

Council Member Betcher asked if the identification of funding sources for the one-time requests would occur in conjunction with the February meeting. Mr. Phillips confirmed that would be correct, and staff would then look at the nature of the request, the total amount requested, the condition of the budget, and where it would make the most sense to take funding from if the City Council wanted to approve it. City Manager Steve Schainker clarified that during the budget process input is received from the public on how to spend the City budget and does not include requests from staff that are requesting more money for services that the City provides, but outside funding is about giving money to a third party/outside agency.

Council Member Beatty-Hansen asked if it would be helpful to codify the Outside Funding process and have it made into a Policy to better broadcast to agencies that the City Council is attempting to be serious about the parameters.

Moved by Beatty-Hansen, seconded by Gartin, to codify the Outside Funding process and have it made into a Policy to better broadcast to agencies that the City Council is attempting to be serious about the parameters.

Mr. Schainker asked for clarification on what Ms. Beatty-Hansen meant by “codify.” Ms. Beatty-Hansen stated she wanted it to be understood that this would be the City Council’s Policy. Mr. Phillips noted that on the most recent applications, criteria, and documents that the City Council approved for the Outside Funding Program already state this information, but that could make sure that it was brought up to the agencies on the application to make sure it is clear. Mr. Schainker noted that when staff publicizes the upcoming budget process, staff can emphasize the process. Mr. Phillips indicated that during the Town Budget meeting, staff will get these types of requests and the citizens can be told that they would need to fill out an application for their request. Mr. Schainker said that some requests come in by email as well, and if they are received that way, they can send a reply back referring them to fill out the application.

Council Member Beatty-Hansen withdrew her motion.

The Mayor asked if staff was envisioning a hard deadline of when requests will no longer be accepted. Mr. Phillips indicated that the existing application process has November 15 as the

application deadline each year. He said this could be challenging for some requests as the City does have a lot of lead time in planning for the next budget cycle, but that time is needed to review requests and come up with recommendations for the February budget review process.

Council Member Corrieri pointed out many grant programs are done only once a year and have very strict deadlines and didn't think the November 15 deadline would be a problem.

Moved by Beatty-Hansen, seconded by Betcher, to accept the Outside Funding Request process.
Vote on Motion: 6-0. Motion declared carried unanimously.

STAFF REPORT REGARDING NAMING POLICY: Assistant City Manager Brian Phillips explained that in February 2022, the City Council had directed staff to develop a proposed policy for municipal properties, similar to the existing Parks and Recreation Policy. Using the Parks and Recreation Naming Policy as a guide, staff has drafted a policy that would be applicable to City facilities that are not related to Parks and Recreation features. The proposed policy divides properties that may be named into three categories: facilities, major features, and amenities. Naming proposals may be considered for historic events, people, or places, outstanding individuals, or major donations.

Council Member Rollins asked for clarification on No. 4 in the Policy. She stated that it says, "that will best serve the interests..." and she wanted to know what the general intent was of the language used. Mr. Phillips said he did not think about the wording that significantly, as it was the same language used in the Parks and Recreation Policy. He explained that the City Council decides what is in the City's best interest and it would be up to the Council to make that judgment.

Moved by Betcher, seconded by Corrieri, to approve the proposed City of Ames Naming Policy.
Vote on Motion: 6-0. Motion declared carried unanimously.

INITIATE ANNEXATION OF 2219 AND 2121 STATE AVENUE: Planning and Housing Director Kelly Diekmann explained that the City of Ames had received an annexation petition from the ISU Board of Regents, representing two parcels totaling 10.79 acres located at 2219 and 2121 State Avenue (Curtiss Farm). The property is in Story County on the west side of State Avenue, north of Worle Creek and south of Highway 30. The applicant requested that the City Council authorize the annexation, which was requested by City staff in conjunction with recent utility improvement requests from ISU related to its feed mill project and the Curtiss Farm. The area currently creates a peninsula of unincorporated land extending west from State Avenue. The inclusion of properties into the City will remove the peninsula and create a more uniform boundary along the west side of State Avenue, without creating any islands of unincorporated land.

In 2011, owners of two other properties located at 2114 and 2126 State Avenue petitioned the City for water service, as they were unable to receive Xenia Rural Water service. At that time, annexing those properties to provide Ames water was not possible without creating an unincorporated island out of the ISU properties now being considered for annexation. Therefore, these property owners entered into a Covenant Agreement for Annexation to receive Ames water. According to each

Covenant and Agreement for Annexation, the properties were not required to be annexed until such time as the City requested their annexation.

Director Diekmann mentioned it was staff's recommendation to approve Alternative 2, which is to annex the ISU property and then provide notice to the abutting property owners that the City is interested in executing the Covenant due to the fact that they already receive water service from the City. He noted that this would be the first time that the City has executed one of these Covenants.

Mayor Haila opened public input. It was closed when no one came forward to speak.

Moved by Beatty-Hansen, seconded by Gartin, to approve Alternative 2, which states to accept the Application for 100% Voluntary Annexation for the property at 2219 and 2121 State Avenue and direct staff to initiate the process of annexation for the subject property, and direct staff to proceed with a separate annexation for the properties at 2114 and 2126 State Avenue by requesting Annexation Applications from those property owners in accordance with each property's 2011 *Covenant & Agreement for Annexation*.

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

DAYTON AVENUE TAX-INCREMENT FINANCING DEVELOPMENT AGREEMENT: Planning and Housing Director Kelly Diekmann stated in November 2021, the City Council directed staff to issue a Request for Proposals (RFP) to solicit proposals for a new Small-Lot Development Subdivision that would utilize Tax Increment Financing (TIF) to support the infrastructure construction. The deadline to submit a proposal was January 7, 2022, and the City received only one proposal from Chuck Winkleblack representing the property ownership group Dayton Avenue Development LLC, for a 72.99 acre site along Dayton Avenue with approximately 50 acres being developable. Although the proposal did not match all the RFP's initial parameters, at the January 11, 2022, meeting, the Council had directed staff to continue negotiations with the developer and report back in March regarding conditions for an agreement.

Director Diekmann explained that tonight's discussion will be regarding the terms of the Agreement. He highlighted a few expectations that would be in the Agreement for the developer:

1. The subdivision will include at least seven small lots (fewer than three acres).
2. Developer will construct an initial speculative building to a "shell condition" completed by September 1, 2023.
3. Developers will construct subsequent speculative buildings within 18 months after the occupancy or leasing of the previous speculative building as long as there are still small lots available.
4. Penalties for failure to construct speculative buildings in a timely manner will equal \$15,000 for the first building and \$20,000 for a subsequent building.
5. Prohibition on primary uses within the subdivision for outdoor storage, mini-storage, and salvage uses.

Director Diekmann noted that some other terms in the Agreement are related to how the Tax-Increment Financing (TIF) would be created. The TIF rebate would be where the developer would have the ability for the City to repay the developer over time based on the increased valuation of property tax in the development. As the area develops, increased property tax creates an increment that the City would give back to the developer as a rebate for developing the project. If the value is not created, the rebate is not paid. The City is not paying the developer out of its pocket, as it is only based on the evaluation of the project as it progresses over time. At this time, the City has agreed that the TIF rebate total will not exceed \$2.6 million, subject to staff verification of actual costs of infrastructure. If the final costs are less, the amount will be reduced; if costs are greater the developer would need to request that the City Council increase the TIF amount. The TIF would last until 2035, or payments totaling \$2.6 million, whichever occurs first. Another key part of the TIF is an appropriations clause. Director Diekmann noted that the City has not frequently done developer rebates, the last project was the Kingland Agreement in Campustown. That Agreement is subject to an annual appropriation by the City Council.

Council Member Gartin asked if there would be a situation where the City Council would not approve the appropriation. Director Diekmann commented that he was not sure why they wouldn't, but it would be a discretionary choice by the Council on an annual basis. Mr. Gartin felt it was semantics, as on one hand the City is agreeing to make payments, but the City is not obligated to make the payments. He said the developer will have to develop a proforma. Director Diekmann explained that the wording in the Agreement says what the intent of the City is, but would need to be followed up on an annual basis. If the Council chooses not to do any appropriations, the developer would not have any recourse with the City for not making the appropriation. The developer would have to trust that the City Council will follow through on the Agreement and make the appropriations on an annual basis. It was mentioned that a TIF rebate had been done for Kingland and Barilla. City Manager Steve Schainker explained that he had the City's Finance Director double check as this was the recommendation of the City's bond advisor. He noted that about ten years ago, the TIF rebate process was reviewed with Dubuque and Ankeny and it was not as common as it is now with other cities.

Mr. Schainker stated that he understood the concerns of the developer as they will be the ones taking the risk. He commented that the City could go back to the traditional route and have the City take the risk. It was noted that another thing that the City could do is split the project up, and as a second phase, could do small lots that may have less infrastructure costs. To go back to the traditional way a substantial project would need to be ready to go in. Mr. Schainker mentioned that the City has been successful in the past, and pointed out that the City was not forcing the developer to take the risk.

Council Member Beatty-Hansen referred to the Table on Page 4 of the Report and wanted to know which column the City landed in after tonight's discussion. Director Diekmann indicated the City would be in the middle. He said staff was trying to capture where the RFP was and what the City received for a proposal. The City is not locked in to the hard terms of the RFP, but felt it was a reasonable change between what the developer proposed and what the RFP asked for. The table was just for reference and was not part of the proposed Agreement.

Council Member Gartin commented that this is not done that often and wanted to know if the TIF needed to be utilized. He wanted to know if the City decided not to use TIF for development, the market would drive the area. Director Diekmann said that the City Council doesn't have to do anything and can let the market respond to what users want. It appeared from the market that no one is going to create an industrial subdivision with smaller sites and will more than likely rely on larger sites taking advantage of existing infrastructure. Mr. Schainker pointed out that even if the Council did nothing there is a policy for an industrial area to offer an industrial tax abatement.

The Mayor opened public input.

Chuck Winkleblack, Hunziker Development, 105-16th Street, Ames, noted that he has been working with staff on this project almost weekly since January. He noted that Hunziker has not done one of these types of projects before utilizing a TIF rebate. It is scary for him knowing there are unknowns and that any future Council could decide that they don't want to appropriate funding for Hunziker anymore and that there would be a cap that said by 2035 the funding would no longer be available. Mr. Winkleblack commented that he didn't fully understand what the TIF rebate meant until earlier in the day.

Council Member Beatty-Hansen asked Mr. Winkleblack if there was any comfort knowing that other projects have been done utilizing the TIF rebate in the City of Ames, and that the TIF rebate is becoming more frequent in other cities as well. Mr. Winkleblack said that with the Kingland Agreement the area was already established. He explained that one of the reasons that the City went with the RFP process instead of doing it themselves was because it would likely get done with less money and that Hunziker needed to react to one or two projects, and if the City was to be involved, those projects wouldn't be able to begin this year; that delay would cause Hunziker and the City to lose the projects. Mr. Beatty-Hansen stated that the TIF rebate language is becoming more common and wanted to know how Mr. Winkleblack felt. He commented that he didn't have enough time to look further into the appropriation clause in the Agreement. He said he didn't have the answer tonight, but would like some time to speak with his legal team and do more research. Mr. Winkleblack noted that it is hard to get any numbers together as they don't have any plans designed yet. He said he would really like to find a way to move forward with this project. Mr. Schainker explained that there were two items that were not agreed upon: the non-appropriation clause and the duration of time.

Council Member Beatty-Hansen asked if the duration cap was removed and there was just the appropriation clause would Hunziker be more comfortable moving forward. Mr. Winkleblack noted that he was less concerned about the duration cap and more concerned about the non-appropriation clause.

Public input was closed by Mayor Haila when no one else came forward to speak.

Council Member Gartin noted that the City is asking for the developer to take on certain risks. Mr. Schainker clarified that the City did not ask the developer to take on the risk, but they had chosen

that option. The City can always go back to the traditional route and wait to see what the market does. Mr. Gartin stated that he was referring to the yearly Council approval for appropriation as this would ask the developer to absorb risks. He would like to better understand from the Finance Director how the City would be benefiting from the bond rating. Mr. Gartin commented that he shared Mr. Winkleblack's concerns and he wants to believe that future Councils will be faithful to the Agreement, but if it is not binding, there is a big risk.

Council Member Junck asked if any Council had ever taken away a TIF after it had been given. Mr. Schainker noted that the City has not, but there is not a long history of TIF Rebates.

The Mayor recapped the concerns voiced by Mr. Winkleblack and that more time was needed to do further research. The Mayor asked the Council if the item needed to be tabled or if they wanted to direct staff to continue negotiations.

Moved by Beatty-Hansen, seconded by Corrieri, to table this item until the City Council meeting on April 12, 2022.

Council Member Gartin asked if there was a timing issue for this item. Mr. Winkleblack wanted to clarify if the request could come back on April 12, 2022, Agenda as an Agreement for approval or would it be to come back for further discussion and then an Agreement developed later. He stated that he doesn't need three weeks to research the TIF rebate further and he could be ready within the next few days. Mr. Winkleblack would like to have the Agreement on the 12th of April ready for approval as he would like to continue with the rezoning and other steps that need to be started.

Motion withdrawn by Council Member Beatty-Hansen.

Moved by Gartin, seconded by Corrieri, to approve Alternative 1, which states to direct staff to finalize the proposed Agreement consistent with the terms as described and return to City Council for final approval of a contract in April, but make the Agreement not subject to the Council's annual appropriation.

Council Member Corrieri stated it was not an unreasonable request for the developer to ask for certainty in their negotiations with the City.

Council Member Beatty-Hansen felt that the TIF rebate was not unreasonable as the City has done it before and it was recommended by the City's Finance Director.

Council Member Rollins asked if there was an option to split the project if the developer doesn't want to take all the risk. Director Diekmann noted that would be Alternative 3, which would cease negotiations and let the developer do what they want to this year and then look at an agreement for a second phase of development focused on small lots in 2023 for the north 30-40 acres of the site.

Roll Call Vote: 2-4. Voting Aye: Gartin, Corrieri. Voting Nay: Beatty-Hansen, Betcher, Junck, Rollins. Motion failed.

Moved by Rollins, seconded by Beatty-Hanson, to have staff go back and continue negotiations with the developer on this project.

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

2022/23 PROPOSED ANNUAL ACTION PLAN PROJECTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAMS: Housing Coordinator Vanessa Baker-Latimer said that as part of the City's approved 2019/23 Five-Year Community Development Block Grant (CDBG) and HOME Consolidated Plan, the City must submit an Annual Action Plan that outlines the proposed activities and budget to be implemented in the upcoming year. The activities identified in the Annual Action Plan should address the housing and community development needs of low- and moderate-income persons as well as housing and community development needs of non-low- and moderate-income persons in the community. The U.S. Department of Housing and Urban Development (HUD) regulations require that the Annual Action Plan be submitted for approval within 45 days before the beginning of the program fiscal year (May 17, 2022). It also requires that the Plan be published for 30 days to allow for citizen input on the proposed projects for the utilization of the funds. Although the President signed the 2022 omnibus appropriations bill on March 15, 2022, the CDBG and HOME funding allocations for entitlement cities has not yet been announced. Staff proposed the following programs for consideration for the 2022-2023 Annual Action Plan:

1. Utilize CDBG funds to provide down-payment and closing-cost assistance to eligible first-time homebuyers in the Baker Subdivision.
2. Utilize CDBG funds to provide rehabilitation assistance for single-family homeowners.
3. Utilize HOME funds to provide gap financing to the construction of Low-Income Housing Tax Credit (LIHTC) multi-family units in the Baker Subdivision.
4. Utilize CDBG funds to acquire and demolish deteriorated residential and/or commercial properties city-wide and resell the property for development. (Up to 30% of this annual allocation can be used for non-low- and moderate-income benefits directed toward removing slum and blight.)

Because the City has not been notified of the amounts that will be allocated for 2022-23 program year, staff have been advised to project the current 2021/22 CDBG allocation of \$599,177 and HOME allocation of \$350,543 for budgeting for the proposed 2022/23 Action Plan projects. Staff is recommending that the anticipated CDBG budget of \$1,130,279 (less administration) be allocated to the project activities and the anticipated HOME budget of \$1,801,222 [less administration and Community Housing Development Organization (CHDO) set aside]. If the appropriations come in higher or lower, then staff will make the necessary adjustments. Ms. Baker-Latimer referred the Council to the table on Page 6 of the Staff Report showing the 2022/23 Draft Proposed CDBG/HOME Annual Action Plan Projects and Budget. Ms. Baker-Latimer mentioned that there was some carry-over of the CDBG CARES funding in the amount of \$85,000 to be made available for Mental Health.

Council Member Betcher asked what Ms. Baker-Latimer would change if the funding allocation came back higher or lower than what was provided during the past year. Ms. Baker-Latimer mentioned that she had received requests to bring back the First Month Rent and Deposit Program. She explained that one of the goals that she has when obtaining public input is to find out what is already being offered in the community; this way services are not duplicated. Ms. Baker-Latimer said that more money could be added to the Home Improvement Program or the Down-Payment Program. If HOME money is higher than what is anticipated, they could use that money to fill the gap on the Baker-Subdivision LIHTC application.

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 22-145 approving the 2022/23 Proposed Annual Action Plan Projects for Community Development Block Grant (CDBG) and HOME Programs.

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

HEARING ON PROPOSAL TO SELL, SUBJECT TO EASEMENTS, CITY-OWNED LAND LOCALLY KNOWN AS 1101 AVIATION WAY (SIGLER): Mayor Haila opened the public hearing. It was closed when no one asked to speak.

Moved by Betcher, seconded by Rollins, to adopt RESOLUTION NO. 22-146 approving the sale of 1101 Aviation Way to Mulmac, LLC.

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

HEARING ON PROPOSAL TO VACATE EXISTING PUBLIC UTILITY EASEMENT AND WATER MAIN EASEMENT AT 1915 PHILADELPHIA STREET: The public hearing was opened and closed by Mayor Haila when no one came forward to speak.

Moved by Rollins, seconded by Corrieri, to adopt RESOLUTION NO. 22-147 approving the vacation of a Public Utility Easement and Water Main Easement at 1915 Philadelphia Street.

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

HEARING ON CYRIDE ELECTRIC BUS SYSTEM UPGRADES: The Mayor opened the public hearing. There was no one wishing to speak, and the hearing was closed.

Moved by Beatty-Hansen, seconded by Betcher, to accept the report of bids and delay the award.
Vote on Motion: 6-0. Motion declared carried unanimously.

HEARING ON 2021/22 ARTERIAL STREET PAVEMENT IMPROVEMENTS (NORTH DAKOTA AVENUE AND ONTARIO STREET): The Mayor opened the public hearing and closed it after there was no one who wished to speak.

Moved by Betcher, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 22-133 approving the final plans and specifications and awarding a contract to Con-Struct, Inc., of Ames, Iowa, in the amount of \$1,430,118.60, contingent upon receipt of the Iowa Department of Transportation (IDOT) concurrence.

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

HEARING ON 2021/22 COLLECTOR STREET PAVEMENT IMPROVEMENTS (HOOVER AVENUE): Mayor Haila opened the public hearing. It was closed when no one asked to speak.

Moved by Rollins, seconded by Betcher, to adopt RESOLUTION NO. 22-149 approving the final plans and specifications and awarding a contract to Manatt's Inc., of Ames, Iowa, in the amount of \$2,185,487.58.

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

ORDINANCE REZONING 525 SE 16TH STREET FROM AGRICULTURAL "A" TO HIGHWAY ORIENTED COMMERCIAL "HOC" AND RETAIN THE ENVIRONMENTALLY SENSITIVE AREA OVERLAY "O-E" FOR THE FLOODWAY:

Moved by Betcher, seconded by Junck, to adopt ORDINANCE NO. 4459 rezoning 525 SE 16th Street from Agricultural "A" to Highway Oriented Commercial "HOC" and retain the Environmentally Sensitive Area Overlay "O-E" for the floodway.

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

ORDINANCE REZONING 2098 W. 190TH STREET FROM FLOATING SUBURBAN RESIDENTIAL MEDIUM DENSITY (FS-RM) TO FLOATING SUBURBAN RESIDENTIAL MEDIUM DENSITY PLANNED UNIT DEVELOPMENT (FS-RM PUD) OVERLAY:

Moved by Beatty-Hansen, seconded by Junck, to adopt ORDINANCE NO. 4460 rezoning 2098 W. 190th Street from Floating Suburban Residential Medium Density (FS-RM) to Floating Suburban Residential Medium Density Planned Unit Development (FS-RM PUD) Overlay.

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

ORDINANCE TO ALLOW TEMPORARY YARD WASTE PROCESSING FACILITIES THROUGH APPROVAL OF A SPECIAL USE PERMIT BY THE ZONING BOARD OF ADJUSTMENT:

Moved by Betcher, seconded by Beatty-Hansen, to adopt ORDINANCE NO. 4461 to allow for temporary yard waste processing facilities through approval of a Special Use Permit by the Zoning Board of Adjustment.

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

DISPOSITIONS OF COMMUNICATIONS TO COUNCIL: Mayor Haila said there were three items on the list. The first item was a letter from Lee Grassley, Senior Manager, Mediacom Government Relations providing the City with a notice regarding programming changes and rate adjustments for the Local Broadcast Station Surcharge.

The Mayor indicated that the letter was a prerequisite required notice of programming changes and rate adjustments. The Council will take the letter under advisement.

The second item was a memo from Brian Phillips, Assistant City Manager, providing the Council with an updated Code of Conduct for Public Meetings.

Moved by Beatty-Hansen, seconded by Corrieri, to place the memo from Assistant City Manager Brian Phillips regarding an updated Code of Conduct for Public Meetings on a future agenda.
Vote on Motion: 6-0. Motion declared carried unanimously.

The last item was a letter from Kevin Bourke, President & CEO, Ames Convention & Visitors Bureau providing the Council with the 2021 Ames Convention & Visitors Bureau Annual Report.

Mayor Haila said that he had received the Report and wanted to pass it on to the City Council to review.

COUNCIL COMMENTS: Moved by Betcher, seconded by Junck, to get a memo from staff regarding what it would take to rename the Airport, and look into the FAA requirements (costs, etc.).
Vote on Motion: 6-0. Motion declared carried unanimously.

Council Member Gartin congratulated the Ames High Boys basketball team for winning the State Tournament. He also congratulated the Men's and Women's ISU Basketball teams for making the Sweet 16.

Council Member Rollins said she noticed in the Employee Newsletter that the Diversity, Equity, and Inclusion Team (DEI) was working on classes to offer employees. She acknowledged the work that is being done regarding diversity.

Council Member Junck let everyone know that the Annual Ames Convention & Visitors Bureau meeting is Tuesday, March 29, 2022, at 4:30 p.m. at Reiman Gardens.

Ex Officio Poundstone stated that he had sent the Mayor the first draft of the Agenda for the Student Government/City Council joint meeting to be held on March 30, 2022. He indicated that the Student Senate is working on finding his replacement on the City Council. Mr. Poundstone mentioned that the Student Body President and Vice-President were elected; they are Jacob Ludwig and Jaden Ahlrichs.

Mayor Haila mentioned that the Legislature is very busy right now and as the bills are developed, he may be reaching out to the Council to ask for their assistance.

ADJOURNMENT: Moved by Gartin, seconded by Junck, to adjourn the meeting at 8:02 p.m.
Vote on Motion: 6-0. Motion declared carried unanimously.

Amy L. Colwell, Deputy City Clerk

John A. Haila, Mayor

Diane R. Voss, City Clerk

March 30th, 2022

Taken by Trevor Poundstone

Student Government

Wednesday, March 30th, 2022

Campanile Room, Memorial Union, Iowa State University

STUDENT GOVERNMENT SENATE ATTENDANCE:

Last Name	First Name	Represents	Roll
Fillipi	Victoria	UROC	A
Weathers	Dawson	UROC	P
Clayburn	Kit	UROC	P
Paulson	Sonja	UROC	P
Ruehle	Max	UROC	A
Waagmeester	Jay	UROC	P
Staudt	Olivia	UROC	A
Jamie	Hoss	UROC	P
Meredith	Mays	UROC	P
Lent	Ann	CPC	P
McCreedy	Cody	IFC	A
Simmons	Molly	Freddy Court	A
Brueck	Andrew	Freddy Court	P
Seth	Jennifer	SUV	P
Ahlrichs	Jaden	IRHA	P
Mahoney	Eddie	IRHA	P
Larson	Rebecca	IRHA	P
Patel	Khushi	IRHA	P
Goff	Bailey	Vet-Med	P
Addagarla	Sanjana	Business	P
Blythe	Sam	Business	A
Zuber	Joe	Engineering	A
Advait	M.	Engineering	P
Schnepf	Rachel	Engineering	P
Jose	Garcia	Engineering	A
Max	Kueller	Engineering	P
DeVore	Devin	CALS	A
Brecht	Hope	CALS	P
Thornton	Emi	Design	A
Finaldi	Alexandra	LAS	P
Madeline	Becker	LAS	P
Slade	Madeline	LAS	P
Carter	John	GPSS	A
Skaggs	Britney	GPSS	P
Sewe	Stacy	Human Sciences	P
Strickland	Ryan	Human Sciences	A

AMES MAYOR AND CITY COUNCIL ATTENDANCE:

Last Name	First Name	Represents	Attendance
Betcher	Gloria	1st Ward	P
Gartin	Tim	2nd Ward	P
Rollins	Anita	3rd Ward	A
Junck	Rachel	4th Ward	P
Beatty-Hansen	Bronwyn	At-Large	P
Corrieri	Amber	At-Large	P
Haila	John	Ames	P

Key: P = Present A = Absent

5:02:00 PM- CALL TO ORDER

5:02:05 PM- OPENING ADDRESS FROM PRESIDENT-ELECT LUDWIG

5:02:10 PM- LUDWIG: I want to thank the Mayor, City Council, and staff for all being here tonight. We always look forward to these meetings and the conversations we are able to have, and our lucky for our relationship with the city.

5:04:05 PM- OPENING ADDRESS FROM MAYOR HAILA

5:04:10 PM- HAILA: I want to thank the Student Government for wanting to meet twice a year. Current group has done a great job, and I am excited for the next group. Ludwig and I met and talked about getting together and the coming year. We have talked about student involvement, we have 5 students on boards and commissions, which is 4 more than previously. We will keep putting more students and getting them involved. Looking forward to conversation tonight. We welcome input and feedback.

5:05:45 PM- STUDENT GOVERNMENT ROLL CALL

5:06:40 PM- CITY COUNCIL ROLL CALL

5:06:58 PM- ADOPTING AGENDA

5:07:05 PM- ADVAIT: I moved the amendments on screen. Seconded by Senator Mahoney. No objection. **ADDED.** I move to adopt tonight's agenda. Seconded by Senator Seth. No objection. **APPROVED.**

5:07:15 PM- DISCUSSION

5:07:20 PM- 801 DAY UPDATE

5:07:30 PM- HAILA: Sense then, I have been involved with a half dozen or more meetings, some with Dr. Winterstien and others in administration, talking about what are some options we must address the concerns all of us have towards this behavior off campus. Part of that included an hour session with the University of Michigan, who is having a similar issue. I can't say what the outcome will be, but I can assure you we are all very concerned about what we can do. Everything we deal with is complex and there is not a simple solution. If you have any ideas on

March 30th, 2022

Taken by Trevor Poundstone

how to help this, we are taking feedback. WE are considering a multi prong approach. We are not saying we don't want people to come and not have an enjoyable time, we just don't want to have something descend into an unpleasant situation. Any suggestions, input?

5:09:50 PM- MAHONEY: We talked about this with Chief Newton on Monday. One school was UW Madison, talking with them would be good. They deal with similar events.

5:10:30 PM- CLAYBURN: I am on the student affairs board, and we talked about this on Monday. One concern we had was the safety of the students in having water and food for them. One thing we talked about was supplying food and water during the day. I think this is a step in the right direction. It gets hot that time of year.

5:11:20 PM- HAILA: Newton, want to add anything? You are talking to UW Madison, and another you mentioned, to check in with?

5:11:50 PM- NEWTON: We are talking to Perdue as well. We have talked to half a dozen schools.

5:12:10 PM- HAILA: Some are more concentrated, and some are more spread out, so geography plays a part in it as well. It's a complex issue, and we want to avoid escalation of a situation.

5:12:45 PM- SCHNEPF: Reminding freshmen of the laws and what happens if they call the police. Making sure they know all the laws and information.

5:13:30 PM- ADVAIT: What is the city's primary thrust? Is it more behavioral push, more a focus on people who are traveling in, a medical concern?

5:13:52 PM- HAILA: It's a quality of life for the neighborhood. When I first came, we had at least two people come to Council and talk to us for about 801 days. They told us a lot of concerning issues. It's a safety issue for all those participating. We don't want it to devolve into a violent situation. Normally by 4pm it goes away, but this year it went into the morning. Personal safety, property safety and damage and trying to avoid it from becoming an uncontrollable situation. We don't want to say it's just students, because we found 50% participating are from out of town. We are trying to blackball anything, but its multiple fronts. Residents in town have expressed concern.

5:16:30 PM- SETH: I wanted to piggyback, to my knowledge, I think it's before classes start, I am wondering if you are interested in talking to freshmen and educating, if that is something we could incorporate into DIS. I don't really have a good answer to solve the problem, but maybe sending out info about the laws could be helpful in presenting some of what has happened.

5:18:10 PM- LENT: I think prioritizing the safety of those participating in the event is the most important. Taking the measures to make sure things don't escalate is beneficial no matter who.

5:18:40 PM- STRICKLAND: These meetings are great because we can do different things that we can do. What is something you can't do, that we could do?

5:19:15 PM- HAILA: Drown out the parties and try to establish expectations and standards or events for the day. Barstool sports, a phenomenon across the country, people are excited to be back together again and do things again. Peer support and expectations is one thing you could consider. If you see something, say something, or do something to try and counter it.

5:20:50 PM- MAHONEY: I move to add Senator Mahaksar and Paulson. Seconded. No objection. *ADDED.*

5:21:05 PM- LENT: There is support in calling it Saturday before classes, I do represent CPC, with 50% of the people being arrested not coming from town, it doesn't come from a fair connotation towards the Greek community.

5:21:50 PM- BETCHER: One thing that makes responding hard. We are outside the credibility of range for students. Peer outreach is important. Peer to peer works better in many communities. If I had the opportunity to rethink how stu gov could be involved, I would be trying to create those norms well before that day. At St. Cloud State in MN, they did a good job of resolving this, but creating a group feeling. If the student government sets expectations and promotes them, you may reach some students. That doesn't address people from out of town. Anyone who can be reached and asked now to invite their friends from out of town could help as well. Waiting till the day won't work, do it, but I think setting those expectations, having a campaign, and having them buy into social norms. I live in the south campus neighborhood. I have had neighbors whose kids are scared. All of us should be able to live here and have a positive experience. Thank you for asking.

5:24:28 PM- CLIMATE ACTION PLAN UPDATE

5:24:40 PM- JUNCK: I can provide where we are at. We set our goals last fall. We set 83% reduction by 2030, and net-zero by 2050. These are big targets, and it will take everyone to help get this done. WE have an upcoming workshop next Tuesday at 6pm. This will outline the type of actions we will take. We always welcome comments and participation in the plan. There are some 6 big moves on our website. These are some areas we will need to investigate to hit those targets. It covers a lot of areas. There are ways stu gov can help and help as a community and spreading the work about the CAP and get good participation.

5:26:35 PM- BEATTY-HANSEN: I would add, there is a lot that goes into Climate. We have many things going on at once. We have studies that will relate to our greenhouse gasses. WE are doing a waste energy audit that helps us maximize that. We are doing a bike ped master plan, which will help us to improve those systems and get alternative forms of transportation. Those are two plans we are also undertaking. Working in conjunction.

5:27:50 PM- CORRIERI: I cannot emphasize enough how important community feedback is. I think for the average person, it is a really hard concept to grasp. Some things we are talking about, and the shared magnitude, is a big concept to think about. There are a lot of people who don't know what we are doing or what this means, so I would encourage everyone to look at our website, engage with it, and encourage others to do the same. It won't work unless community buys in

5:29:15 PM- BETCHER: I know a lot of you are concerned about social justice issues and low-income residents, and we have been trying to balance the need to make cuts with the impacts that in some cases may be intended consequences, we have been trying to anticipate where there would be pressures. Some things we want to do are radical and require investments which is hard

March 30th, 2022

Taken by Trevor Poundstone

when we have a budget. We are aware of this and so are our consultants. We need everyone's help for this.

5:30:28 PM- HAILA: If we must invest lots of money, that means someone has to pay for it. We can't print money, so if we must raise property taxes, rent will probably go up. The point is, there are no scare tactics, somehow, someday, this must be paid for. We do have a 27-person supplemental input committee. They are getting feedback to staff, and staff brings it to the Council. Next Tuesday night, we have a workshop, and it will be taped and, on the website, it's where they will have the explanation on the things we have to get done that Council has set. Question or comments?

5:32:20 PM- MAHONEY: One thing we can do is spread the word, what other avenues do you see from support from student government?

5:32:50 PM- HAILA: I know Iowa State is doing a sustainability study, and I will get to hear about that tomorrow. We can't control the university. Primarily, there are comments you can give, I am sure there are other things as well.

5:33:58 PM- JUNCK: Supporting supplemental input committee would be great. They touch a lot of different people in the community.

5:34:45 PM- MENTAL HEALTH

5:34:50 PM- GARTIN: Thank you and it's great to be here. I appreciate the diverse topics. One more serious issue is the issue of mental health. WE are in crisis mode. 1 and 5 people have some kind of issue with mental health. How many people with mental health issues do you know? I want to share two things we are doing. We recognize law enforcement has to take into account the mental health of our community. We have a mental health advocate. This has changed how we police. We are asking the question is there are mental health aspects we need to address first. It is a major shift in policing. The city has taken on mental health first aid training. How can we help people who are in need and in crisis? In my family we have adopted a young man, who has significant mental health problems. I really appreciate the fact we have had these training sessions, there may be some opportunity for it to happen here. Besides these, I can't emphasize enough, we need to create a meaningful community. The number of suicides are astounding. One thing we are learning, these are kids who have a lack of community. WE need to continue to do things that facilitate and build community. I am so proud of how ISU students give back, but another way is mentoring in our schools. As we speak right now, we have people who want mentors, but we don't have anyone. That would be a great way to give back. We are taking it very seriously.

5:38:55 PM- BETCHER: You have a grad student representation? Have you sent the resources out?

5:39:55 PM- GOFF: WE can share that and would be happy to.

5:40:03 PM- BETCHER: If you can share more that would be awesome

5:41:05 PM- CORRIERI: I think if you are looking for action items there are several. We have a chronically underfunded program in this state. Underpaid staff as well. Contacting the

March 30th, 2022

Taken by Trevor Poundstone

legislature to advocate for increased funding is one simple thing that everyone can do. If you know someone who wants to volunteer, the city has ways to get in contact as well as me. Where I work we employ a lot of ISU students. We are always looking for people to provide those direct care services.

5:42:40 PM- SCHNEPF: I know the older generation can find it harder to accept mental health. I am curious what you are doing to spread that? If parents don't believe in that, how do you get past that?

5:43:30 PM- HAILA: There is a stigma or denial by individuals. We don't talk about mental health. That was the purpose last May of having a mental health forum. From that came first aide training and suicide prevention. In the last month I was scheduled to meet with Julie Saxton and what we will do next. Last year in story county 15 teenagers committed suicide. We have a crisis. Talking to mental health advocates, people are in denial. The challenge is to get the people who really need to hear there to hear the message. Our first one had 110 people and each person had a story. In a local high school, a student took their life, several classmates decided enough is enough and they created the group. They reach out to everyone in their class. They are making touches all the time. They sponsored a group activity, and we told the administrators we don't want you to plan it, and please stay back. They had over 100 students from all four grades come, and it was a small school. Their takeaway is how they are doing, or people you don't know. For those who may watch the presentation by the gentlemen who tried to commit suicide off of the golden gate bridge, he said if one person asked how he was, he wouldn't have tried. It's being aware of people around you and your classes. If we start doing this and get rid of this dismissiveness, we can do this. But if it doesn't go away, there will still be issues. You pinpointed a real issue, and if you have ideas, please let us know, Council is very supportive. I think it's one of the most important things we need to deal with the community. It is a big issue.

5:48:45 PM- KUELLER: I was wondering, I know you talked about Julie, what are some of the new practices and how she is playing the role?

5:49:15 PM- HAILA: When a call goes in, they do a quick triage before someone goes out, they send her with the officer, and she will take over. If it is a mental health call, they make that call. She is only one person. Last year we had 2200 mental health calls. Officers have some training, but we could use more people with those skill sets to go out there. We also have a crisis intervention team. It takes about 45 minutes to mobilize that. They have to meet and go together to the address. Sometimes you don't have that time.

5:51:05 PM- NEWTON: You're spot on. We had two at ISU police. This year we added a second person, due to the number of calls. They go out instead of a police officer in these situations, like the city. The uniform alone can escalate the situation, and even with Kinzie and Rachel, we are still concerned about safety so we send an officer, but they can take over plenty well. They also do follow up and do reach outs. These three partner all the time. This is a collaborative relationship with ISU and Ames

5:52:50 PM- HAILA: It is a partnership, and we value that relationship. One of their officers helped teach ours. There are people who call frequently. Once a call comes in, we may know

March 30th, 2022

Taken by Trevor Poundstone

where the call needs to go. They are so compassionate, and really express concern and help defuse the situation.

5:53:45 PM- CARTER: Thanks for all the support on this. I think one thing worth remembering is, it's easy to walk backwards into the trap that we can meet people's needs. I think there are a lot of issues that can be solved and make people live better.

5:55:15 PM- MAHONEY: I worked on bringing a pilot program for mental health training for students. I think it's a really effective program. I know there is a new version coming out this summer. The other thing I know is that president elect Ludwig is getting support in the CyPack program. It will allow us to be able to reach out to other states and leverage their resources. I would like to see some push there. I think having more resources available would go a long way. If you can get some resources from outside the state that would go a long way.

5:57:20 PM- HAILA: After some discussions with some people on Ames School Board, and if we can get the stigma gone, it would be great to get a push from multiple groups in Ames. We are so under-resourced. Mary Greeley is trying to get more help from that standpoint. As Amber was saying, we are viewed as a rural state, so the rate to professionals is much better. We need to be creative.

5:58:45 PM- STRICKLAND: I work there. At the height of the pandemic, I was getting texts once a day, our BBU was completely full. There were all sorts of people there for mental health issues that needed to be elsewhere. I am thankful that this discussion is being made. As someone who has seen it firsthand, it is important.

5:59:40 PM- STUDENT ENGAGEMENT

5:59:49 PM- HAILA: Terms start April 1st with 5 people on boards and commissions.

6:00:10 PM- JUNCK: RPAC applications are due April 8th. This is a new board that is established to give a resident perspective and help the chief with many different issues. I think this is an important committee to have diverse people on and students as well. Please share it.

6:01:10 PM- WEATHERS: Local affairs. Trying to get students on boards and commissions. I think this is a particular issue that comes up. Although I am leaving, in the coming years, there will be more commitment to being involved. The future is bright from that perspective.

6:02:10 PM- LUDWIG: I wanted to echo, being involved in City Commissions can be an amazing time. They enjoy having a student perspective and feedback. Go to the commission website and see if any positions are open. I think it's important for us to be out there and involved with the city. It is helpful to give it directly to departments. Join local affairs.

6:03:35 PM- CLOSING ANNOUNCEMENTS

6:03:45 PM- BEATTY-HANSEN: Thanks for having us. Good topics and discussion. Please reach out to us.

6:04:20 PM- LUDWIG: Wanted to thank the Council and Mayor Haila for coming tonight. As we move forward, there will be a lot of collaboration between us.

Iowa State University Student Government Joint Meeting with City Council Minutes

March 30th, 2022

Taken by Trevor Poundstone

6:04:55 PM- HAILA: Thank you for meeting with us. You are valued residents. These are good conversations. Hard ones, but we don't get much done if we don't. I would love to learn more about the local affairs committee. The applications for boards and commissions open in the beginning of the year and are appointed by February and are seated by April 1st.

6:05:45 PM- POUNDSTONE: Thank you all for coming and having a great conversation tonight.

6:06:03 PM- MAHONEY: I motion for the Student Government to adjourn. Seconded by Senator Advait. *ADJOURNED.*

6:06:10 PM- BETCHER: I motion for City Council to adjourn. Seconded by City Councilor Junk. *ADJOURNED.*

6:06:14 PM- ADJOURNMENT

/s/Trevor Poundstone, ex officio Member to Ames City Council



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input type="checkbox"/>	1 st – 15 th
	<input checked="" type="checkbox"/>	16 th – End of Month
Month & Year:	March 2022	
For City Council Date:	April 12, 2022	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Public Works	Prairie View Industrial Center Utility Extension Project	1	\$6,166,791.40	Keller Excavating	\$0.00	\$-(206.40)	T. Peterson	MA
Public Works	South Grand Avenue Engineering	7	\$1,045,000.00	Shive Hattery Inc.	\$445,691.00	\$19,000.00	T. Peterson	MA
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		
			\$		\$	\$		

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

AMES, IOWA

MARCH 24, 2022

The Regular Meeting of the Ames Civil Service Commission was called to order by Chairperson Mike Crum at 8:15 AM on March 24, 2022. As it was impractical for the Commission members to attend in person, Commission Chairperson Mike Crum and Commission Members Kim Linduska and Harold Pike were brought in telephonically. Also participating telephonically was Human Resources Director Bethany Ballou.

APPROVAL OF MINUTES OF FEBRUARY 24, 2022: Moved by Pike, seconded by Linduska, to approve the Minutes of the February 24, 2022, 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>Deputy Fire Chief</u>	Karen Tapper	86
	Matthew Price	74
<u>Energy Services Coordinator</u>	Felicia Tunnah	78
	Joel Zook	75
	Andrew Fisher	73
<u>Procurement Specialist II</u>	Melissa Gruhn	77

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

REQUEST TO REMOVE NAMES FROM CERTIFIED LIST FOR TREATMENT PLANT MAINTENANCE WORKER: Human Resources Director Bethany Ballou explained that the original List was certified by the Commission on August 26, 2021, with five new candidates and three who were carried over from an existing List, which was exhausted on May 25, 2021. One candidate was hired from that List. Out of the remaining seven candidates, two candidates: Shelby Perrin and Corey Tjaden, have withdrawn from further consideration. Section 4.5 of the *Civil Service Commission Policies and Procedures* allows for names to be removed from a Certified List by the Civil Service Commission whenever the candidate has requested that his or her name be removed. The Commission is now being asked to approve the removal of those two names from the Certified Civil Service List for Treatment Plant Maintenance Worker.

Moved by Crum, seconded by Pike, to approve the request to remove the names of Shelby Perrin and Corey Tjaden from the Certified List for Treatment Plant Maintenance Worker.

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

REQUEST TO REMOVE NAMES FROM CERTIFIED LIST FOR POLICE OFFICER: The Commission was informed that the List for Police Officer was certified on September 23, 2021, with eight original candidates. Ms. Ballou advised that Human Resources staff had received an email from Daniel Eisenstein withdrawing from the process. Kevin Blaha-Polson and Matt Sander, who were on the List that was certified by the Commission on December 16, 2021, had emailed Human Resources staff to withdraw from the process. On January 27, 2022, the Commission had certified a List containing the names of five candidates. Since then, Benjamin Campos had withdrawn from the process via email. Section 4.5 of the *Civil Service Commission Policies and Procedures* allows for names to be removed from a Certified List by the Civil Service Commission whenever the candidate has requested that his or her name be removed. Therefore, the Commission is being asked

to remove the foregoing names from the Lists certified on September 23, 2021; December 16, 2021; and January 27, 2022, respectively.

Moved by Linduska, seconded by Pike to remove the names of Daniel Eisenstein, Kevin Blaha-Polson, Matt Sander, and Benjamin Campos from the Certified Lists for Police Officer.

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

COMMENTS: Human Resources Director Ballou clarified that normally, the Deputy Fire Chief position would be run as a Promotional recruitment. However, the *Civil Service Commission Policies and Procedures* require that there be at least three viable candidates for a recruitment to be run as promotional. In this case, there was only one internal candidate. Since there were not enough qualified candidates to run the recruitment as Promotional, the City needed to proceed with an open examination.

The next Regular Meeting of the Ames Civil Service Commission is scheduled for April 21, 2022, at 8:15 AM.

ADJOURNMENT: The meeting adjourned at 8:26 AM.

Michael R. Crum, Chairperson

Diane R. Voss, City Clerk

ITEM #: 6
DATE: 04-12-22

COUNCIL ACTION FORM

SUBJECT: CORRECTIONS TO MUNICIPAL CODE CHAPTER 18 – PARKING

BACKGROUND:

Chapter 18 of the Municipal Code addresses the City’s parking regulations. City staff has reviewed various locations within this chapter for discrepancies in the code language as compared to the signs that are posted throughout the community. These issues were identified by law enforcement personnel when the tickets issued did not match the respective ordinance. Below is a list of corrections needed to ensure the Parking Code is consistent with the Municipal Code:

NEW STREETS WITHOUT AN ORDINANCE:

Several streets have been constructed and have signage, but the corresponding language has not been published in the Municipal Code. **Therefore, the streets and restrictions indicated below are presented for inclusion in Municipal Code:**

Rowling Drive. Parking is prohibited at all times on the north side of Rowling Drive.

Lawrence Ave. Parking is prohibited at all times on the east side of Lawrence Ave.

Ada Hayden Road. Parking is prohibited at all times on the north side of Ada Hayden Road.

Ledges Drive. Parking is prohibited at all times on the east and north sides of Ledges Drive.

McFarland Avenue. Parking is prohibited at all times on the east side of McFarland Avenue.

Quarry Drive. Parking is prohibited at all times on the inside of the loop road of Quarry Drive.

EXISTING ORDINANCES NEEDING CORRECTIONS:

Several sections of Municipal Code Chapter 18 contain language referring to existing streets, but conditions in the field have been altered. **Therefore, the existing Municipal Code language would be replaced with the language shown below:**

From Section 18.31

(11) ASH AVENUE. Parking is prohibited at all times on both sides from the south line of Lincoln Way south for a distance of one hundred (100) feet.

Parking is prohibited on Monday, Wednesday and Friday on the west side and on Tuesday, Thursday, Saturday and Sunday on the east side from a point one hundred (100) feet south of the south line of Lincoln Way to Country Club Boulevard from midnight to 9:00 p.m.

In addition, between 7:00 a.m. and 7:00 p.m. parking is limited to four hours on the side of the street on which it is lawful to park from Knapp Street to Country Club Boulevard.

Parking is prohibited at all times along the west side from the south line of Country Club Boulevard to Mortensen Parkway.

(339) CULLEN DRIVE. Parking is prohibited at all times on the east and north sides of Cullen Drive.

(213) SHELDON AVENUE. Parking is prohibited at all times on both sides from Lincoln Way to Hyland Avenue except in metered stalls.

Add a new street name, “S. Sheldon Avenue.”

(###) SOUTH SHELDON AVENUE. Parking is prohibited on Monday, Wednesday, and Friday on the west side and on Tuesday, Thursday, Saturday and Sunday on the east side from 2:00 a.m. to 11:00 p.m. from Arbor Street to Knapp Street. Parking is prohibited from Lincoln Way to Arbor Street, except in metered stalls.

Parking is prohibited for more than four hours, between 6:00 a.m. and 11:00 p.m. on the side on which it is lawful to park from Arbor Street to Knapp. Parking is prohibited from 4 AM to 6 AM in all metered stalls.

(253) STATE AVENUE. Parking is prohibited at all times on both sides of State Avenue.

From Section 18.4

(3) The hours where parking in metered parking space is controlled by the parking meter shall be stated on said meter and are as follows:

a) In the east parking district from 9:00 a.m. to 6:00 p.m. on Mondays through Saturdays except on city holidays or as otherwise provided.

b) In the west parking district from 8:00 a.m. until 6:00 p.m. Monday through Saturday, except on city holidays or as otherwise provided.

ALTERNATIVES:

1. Direct the City Attorney to draft an ordinance modifying Chapter 18 of the Municipal Code as described in this report.
2. Reject the proposed changes.

CITY MANAGER'S RECOMMENDED ACTION:

These proposed changes to the Municipal Code will provide consistent code language across all affected parking locations and allow proper enforcement of those codes. All the proposed Municipal Code corrections reflect existing conditions in the field and are in line with all City policies and practices.

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



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
THAMAN ENTERPRISES, LLC	Liquor Land	(515) 230-7326	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
4518 Mortensen Road	Ames	Story	50014
MAILING ADDRESS	CITY	STATE	ZIP
4408 Cochrane Parkway	Ames	Iowa	50014

Contact Person

NAME	PHONE	EMAIL
Hemant Thaman	(515) 230-7326	hthaman@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class E Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS

Class E Liquor License, Class B Wine Permit, Class C Beer Permit

PRIVILEGES

Sunday Service



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Hemant Thaman	Ames	Iowa	50014	Partner	50.00	Yes
Ashlesha Sharma	Ames	Iowa	50014	partner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
AMES CONVENIENCE LLC	World Liquor & Tobacco + Vapors	(515) 333-9499	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
111 Duff Avenue	Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP
1792 Apex Avenue	West Des Moines	Iowa	50263

Contact Person

NAME	PHONE	EMAIL
Aquib Ali	(515) 333-9499	quib.properties@icloud.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class E Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
----------------	-----------------	----------------------

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit

PRIVILEGES

Status of Business



State of Iowa

Alcoholic Beverages Division

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Aquib Ali	West Des Moines	Iowa	50263	Owner	50.00	Yes
PRABJOT SINGH	Johnston	Iowa	50131	Owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
SK GROUP INVESTMENT LLC	SOUTHGATE WINE & SPIRITS	(515) 559-8496	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
110 Airport Road	Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP
PO BOX 357	DES MOINES	Iowa	50302

Contact Person

NAME	PHONE	EMAIL
PARDIP S SANDHU	(515) 865-9653	skg_20@outlook.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class E Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
----------------	-----------------	----------------------

SUB-PERMITS

Class E Liquor License, Class B Wine Permit, Class C Beer Permit

PRIVILEGES

Sunday Service



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Pardip Sandhu	JOHNSTON	Iowa	50111	MEMBER	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



MEMO

*Caring People
Quality Programs
Exceptional Service*

TO: Mayor John Haila and Ames City Council Members

FROM: Renee Hall – Deputy City Clerk

DATE: April 12, 2022

SUBJECT: Tip Top Lounge Outdoor Service Privilege Licenses, 201 E. Lincoln Way

The owner of the Tip Top Lounge, Andrew White, has applied for eight temporary Outdoor Service Privilege Licenses for events on the following dates in 2022:

- June 9
- June 23
- June 25
- July 7
- July 16
- July 21
- August 4
- August 18

Mr. White has stated that the events will be located in the rear parking lot. Barricades will consist of two four-foot high construction fences with four feet between them for a security buffer. There will be three entrances/exits used for the events. One will be through the main entrance/exit of Tip Top Lounge, and two will be located in the fenced area. Four security guards will be present for the events. Employees will be stationed to check IDs at each entrance/exit. Four bartenders and a general manager will also be on-site.

Police have reviewed the calls for service from the past year including the event dates from last year, and there were no issues or recent violations that would cause concern. Tip Top Lounge currently holds a Class C Liquor License.



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
THE SCENE, LLC	SIPS AND PADDY'S IRISH PUB	(515) 231-8388	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
126 Welch Ave	Ames	story	50014
MAILING ADDRESS	CITY	STATE	ZIP
126 Welch Ave	Ames	Iowa	50014

Contact Person

NAME	PHONE	EMAIL
ANDREW WHITE	(515) 231-8388	whitecor2@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0047689	Class C Liquor License	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
Oct 30, 2021	Oct 29, 2022		
SUB-PERMITS			
Class C Liquor License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Specialty Risk of America	May 6, 2022	May 8, 2022
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
	May 6, 2022	May 8, 2022
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

MEMO



To: Mayor John Haila and Ames City Council Members
From: Lieutenant Heath Ropp, Ames Police Department
Date: March 30, 2022
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for April 12th, 2022, includes beer permits and liquor license renewals for:

- **Cyclone Experience Network** (Hilton) - Class C Liquor License with Catering Privilege, Outdoor Service & Sunday Sales
- **Perfect Games** (1320 Dickinson Ave) - Class C Liquor License with Catering Privilege, Outdoor Service & Sunday Sales
- **Provisions Lot F** (2400 North Loop Dr) - Class C Liquor License with Catering Privilege, Outdoor Service & Sunday Sales
- **Hy-Vee Gas #5018** (636 Lincoln Way) - Class C Beer Permit with Class B Wine Permit & Sunday Sales

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

MEMO



To: Mayor John Haila and Ames City Council Members
From: Lieutenant Heath Ropp, Ames Police Department
Date: March 30, 2022
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for April 12th, 2022, includes beer permits and liquor license renewals for:

- **Szechuan House** (3605 Lincoln Way) - Special Class C Liquor License with Class B Native Wine Permit

A review of police records for the past 12 months found 1 liquor law violation. During a compliance check on April 16th, 2021, an employee sold alcohol to a minor and was cited accordingly. A follow-up compliance check was completed, and no violations were recorded.

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

COUNCIL ACTION FORM

SUBJECT: AMES MAIN STREET REQUESTS FOR ART WALK

BACKGROUND:

Ames Main Street (AMS) is planning to host its annual Art Walk on Thursday, June 2 from 5:00 p.m. to 8:00 p.m. Art Walk showcases downtown businesses and community artists. In order to facilitate this event, AMS has requested approval for the following:

- Blanket Temporary Obstruction Permit for the Central Business District from 1:00 p.m. to 9:00 p.m.
- Blanket Vending License for the Central Business District from 5:00 p.m. to 8:00 p.m. and waiver of fee (\$50 loss to City Clerk's Office)
- Use of electricity in Tom Evans Plaza and use of the Plaza for live music and waiver of fees for electricity.
- Street Closure of Douglas Avenue from Main Street to 5th Street.

Ames Main Street is also requesting a closure of 10 metered parking spaces in the Downtown from 1:00 p.m. to 9:00 p.m. to provide space for vendors, and to waive parking meter fees and enforcement (Loss of \$12.50 to Parking Fund). The Council's policy regarding parking waivers is to consider requests such as this one on a case-by-case basis, as opposed to requiring reimbursement for lost parking revenue. Lost parking revenue is only required to be reimbursed under this policy when the parking waiver is District-wide.

ALTERNATIVES:

1. Approve the requests for Art Walk, including the waiver of fees.
2. Approve the requests for Art Walk but require reimbursement for lost parking revenue and for the blanket Vending License.
3. Deny the requests.

CITY MANAGER'S RECOMMENDED ACTION:

Art Walk is a popular annual event that adds vitality to the Downtown. The event organizers have experience in hosting this and many other similar events throughout the year.

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



March 10, 2022

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

Dear Mayor Haila and Members of the Ames City Council,

Ames Main Street is planning to hold Ames Main Street Art Walk on June 2nd, 2022 from 5pm-8pm.

Specific information about the event can be found on the included Special Event Application. We would also request a Temporary Obstruction Permit, and a waiver of fees for the Blanket Vendor Permit, electricity, the 10 requested parking spaces, and street closures from Douglas to Main to 5th.

By bringing residents to Downtown Ames for attractions such as this, Ames Main Street can fulfill its mission as a Main Street Iowa community and create an economically vibrant downtown with unique living, dining, and entertainment experiences.

Thank you for your consideration of this request and continued support of Ames Main Street. We look forward to seeing you shopping in Downtown Ames!

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Dvorsky', written in a cursive style.

Sarah Dvorsky
Executive Director
Ames Main Street



For Office Use Only

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 Ames Street Art Walk

Location/Address Downtown Ames

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

Documents Received

Date: 3-10-22

- Completed Application
- Fireworks Application (\$25 fee)
- Insurance Certificate
- Public Safety & Event Management Plan
- Site Plan/Route Map (\$25 fee) (Road Race)
- 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 NOISE

Departments Included

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

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

City Council Meeting

Date 4.12.22
Added to Agenda with CAF
Approved N
Reminder Date _____

TIMELINE

Setup Date 6/2/2022 Time 1:00 pm M T W R F Sa Su
 Event Starts Date 6/2/2022 Time 5:00 pm M T W R F Sa Su

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

Ames Main Street Art Walk is an annual event that showcases the art of local artists and local musicians. Art and music will be exhibited on sidewalks, with enough space for pedestrians to comfortably travel.

Event Ends Date 6/2/2022 Time 8:00 pm M T W R F Sa Su
 Teardown Complete Date 6/2/2022 Time 9:00 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 _____

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

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

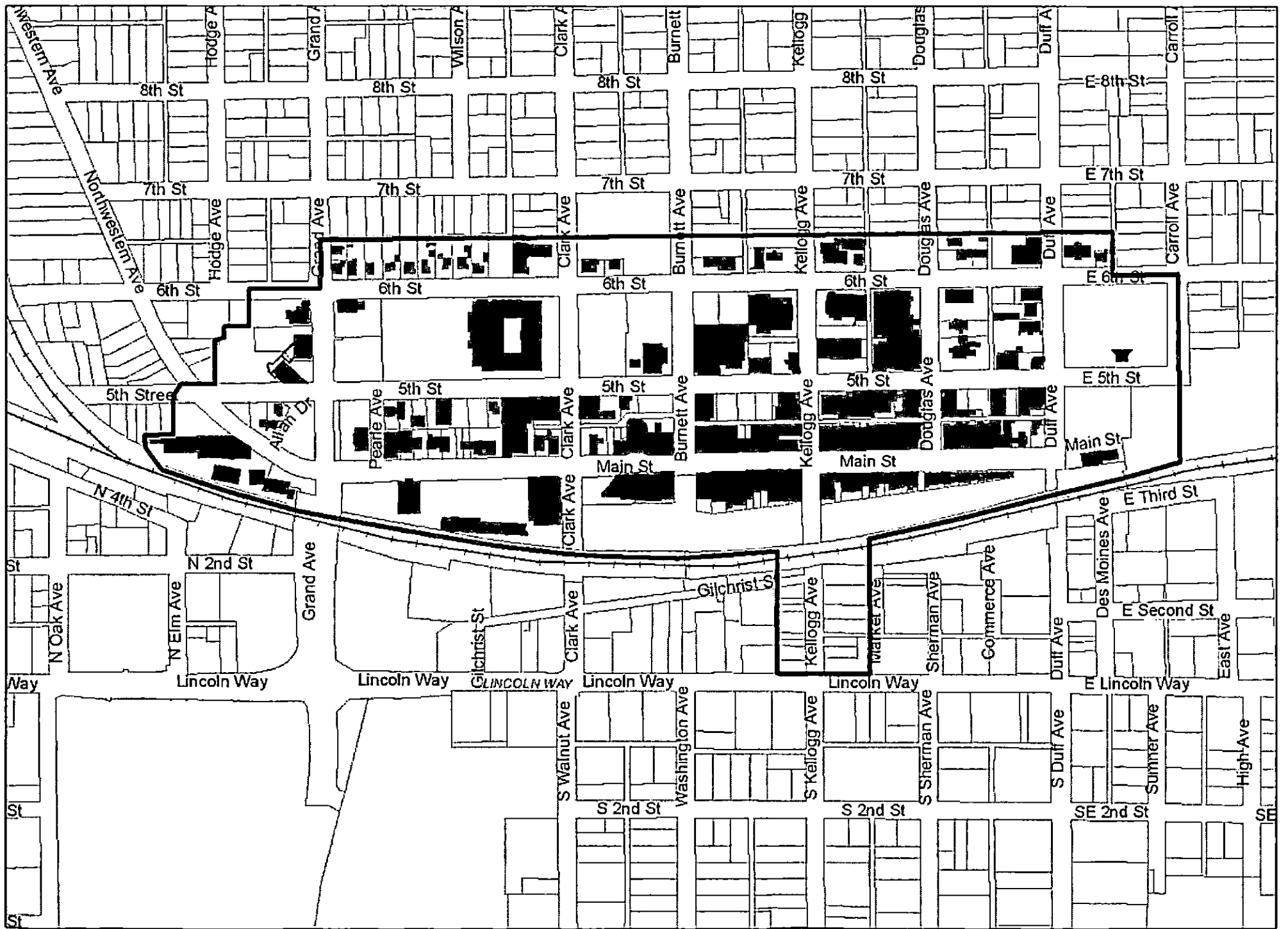
Have you hired a professional security company to develop and manage your event's security plan? If yes, please fill out the following information:

Security Organization

Address

City State Zip Phone

Email



Ames Main Street Cultural District

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR 4TH OF JULY ACTIVITIES

BACKGROUND:

Ames Main Street (AMS) is organizing the community parade for the 2022 downtown Fourth of July Celebration. Parade staging will take place on Northwestern Avenue between Wheatsfield Grocery and Main Street, on Allan Drive, on Pearle Avenue, in City Hall Parking Lots M and MM, and in City Depot Lots TT and V.

To facilitate parade staging and movement, street closures will be needed from 6:00 a.m. until the end of the parade for the following streets:

- Main Street, from the east Central Business District (CBD) Lot entrance to the Grand Avenue overpass, continuing on Northwestern Avenue to Sixth Street (Wheatsfield customers will be allowed access at Sixth Street)
- Allan Drive
- Pearle Avenue
- Fifth Street, from Grand Avenue to Douglas Avenue
- Clark Avenue, from the south driveway of the CBD Lot to Sixth Street
- Burnett Avenue, from Main Street to Fifth Street
- Kellogg Avenue, from just south of Main Street to Fifth Street
- Douglas Avenue, from Main Street to Fifth Street

The following parking lot areas will also need to be closed for parade staging from 6:00 a.m. to approximately 2:00 p.m.:

- Lot MM, to the west of City Hall
- The south three aisles of Lot M, adjacent to the west door of City Hall (City vehicles and cars of City employees who are on duty will be parked in the north portion of the lot)
- Depot Lots V and TT

Because July 4th is a City holiday, there will be no lost parking meter revenue from these closures. A blanket Temporary Obstruction Permit for the Central Business District will be required on July 4th. AMS has requested access to City electrical outlets at the intersection of Kellogg and Burnett Avenue for the parade announcer stand. AMS has also requested a blanket Vending License for the entire Central Business District, and a waiver of the license fee (\$50 loss to City Clerk's Office).

Public Works staff will provide barricades as needed to close the streets and control access to the parking lots. AMS will have volunteers at each barricaded intersection, and the Police Department will assist at the busiest intersections.

ALTERNATIVES:

1. Approve the requests for activities on July 4th as requested above, including street and parking lot closures, a blanket Temporary Obstruction Permit, a blanket Vending License, use of City electrical outlets, and waiver of fees.
2. Request further information from event organizers
3. Do not approve the requests for the 4th of July activities.

CITY MANAGER'S RECOMMENDED ACTION:

The 4th of July Parade provides a great opportunity to bring the citizens of Ames together to celebrate.

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



March 10, 2022

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

Dear Mayor Haila and Members of the Ames City Council,

Ames Main Street is planning to host the 2022 Fourth of July Parade on July 4th, 2022.

Specific information about the event can be found on the included Special Event Application. We would also request a waiver of fees for the Blanket Vendor Permit, and electricity.

By bringing residents to Downtown Ames for attractions such as this, Ames Main Street is able to fulfill its mission as a Main Street Iowa community and create an economically vibrant downtown with unique living, dining, and entertainment experiences.

Thank you for your consideration of this request and continued support of Ames Main Street. We look forward to seeing you shopping in Downtown Ames!

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Dvorsky', is written over a faint, light blue circular watermark.

Sarah Dvorsky
Executive Director
Ames Main Street



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

Location/Address

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 Time M T W R F Sa Su

Event Starts Date Time M T W R F Sa Su

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

The 4th of July parade will start at Clark and Main at 11am. It will proceed to Douglas where it will turn left, then the parade will turn left again on 5th St., and end at City Hall. Food and drink vendors will be set up on Kellogg and/or Burnett Ave. between 5th St. and Main St. Downtown

Event Ends Date Time M T W R F Sa Su

Teardown Complete Date Time 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

Yes No

Is this an annual event? If yes, how many years?

For Office Use Only

Documents Received

Date: _____

- Completed Application
- Fireworks Application (\$25 fee)
- Insurance Certificate
- Public Safety & Event Management Plan
- Site Plan/Route Map (\$25 fee) (if not have)
- 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
- Fire: Jason Ziph or Rich Higgins
- Parks & Rec: Craig Kaufman or Joshua Thompson
- Public Works: Brad Becker or Dave Cole
- Police: Tom Shelton or Mike Arkovich
- Water: Heidi Petersen
- Risk Management: Bill Walton

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

City Council Meeting

Date _____
 Added to Agenda with CAF
Approved V N

Reminder Date _____

CONTACTS

Sponsor/Applicant Name	Emory Widlowski/Ames Main Street				
Address	304 Main St.				
City	Ames	State	IA	Zip Code	50010
Daytime Phone	(515) 232-2310	Cell Phone	(515) 782-8952		
E-mail	emory@ameschamber.com				
Alternate Contact Name	Sarah Dvorksy				
Daytime Phone	515-232-2310	Cell Phone	(319) 930-2276		
E-mail	sarahd@ameschamber.com				

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	<input type="text"/>						
Address	<input type="text"/>						
City	<input type="text"/>	State	<input type="text"/>	Zip	<input type="text"/>	Phone	<input type="text"/>
Email	<input type="text"/>						

COUNCIL ACTION FORM

SUBJECT: SUMMER SIDEWALK SALES REQUESTS FROM AMES MAIN STREET

BACKGROUND:

Ames Main Street is again hosting its annual Summer Sidewalk Sales from July 28 through July 31. At this event, downtown businesses display merchandise on the sidewalks for pedestrians to browse.

To facilitate this event, organizers are requesting suspension of parking regulations and enforcement for the Downtown from 8:00 a.m. to 8:00 p.m. on Saturday, July 30 (\$1,370.25 estimated loss to the Parking Fund). A waiver of fee for a blanket Vendor Permit (\$50 loss to the City Clerk's Office) and a blanket Temporary Obstruction Permit have also been requested for Saturday, July 30.

In February 2020, the City Council adopted a new policy regarding metered parking waivers:

Metered parking fees will not be waived for special events. Any event organizers intending to provide free parking or to close metered parking spaces must reimburse the City's Parking Fund for the lost revenue. The City Council may consider waivers to this policy on a case-by-case basis for parking spaces that are obstructed by the event area (not for area-wide free parking).

For FY 2022/23, the City Council allocated \$5,489 in the Local Option Sales Tax Fund to reimburse the Parking Fund for Downtown special events where free parking or parking closures are to take place. **Therefore, for this event, the City Council is requested to authorize a transfer of \$1,370.25 from the Local Option Sales Tax Fund to the Parking Fund.**

ALTERNATIVES:

1. Approve the requests for Sidewalk Sales as requested by Ames Main Street, including the waiver of fees for parking and vending, and transfer \$1,370.25 from the Local Option Sales Tax Fund to the Parking Fund.
2. Approve the requests for Sidewalk Sales, but require reimbursement for vending and lost parking meter revenue.
3. Deny the requests

CITY MANAGER'S RECOMMENDED ACTION:

Sidewalk Sales are successful events held twice each year in the Downtown. These events attract people to the Downtown and promotes shopping locally. These requests further the City Council's goal to strengthen Downtown.

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



March 10, 2022

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

Dear Mayor Haila and Members of the Ames City Council,

Ames Main Street is planning to hold the annual Summer Sidewalk Sales event July 28th-July 31st, 2022.

Specific information about the event can be found on the included Special Event Application. We would also request a Temporary Obstruction Permit. In addition, we would also request a waiver of fees for free parking of city meters throughout Downtown on Saturday, July 31, 2021.

By bringing residents to Downtown Ames for attractions such as this, Ames Main Street is able to fulfill its mission as a Main Street Iowa community and create an economically vibrant downtown with unique living, dining, and entertainment experiences.

Thank you for your consideration of this request and continued support of Ames Main Street. We look forward to seeing you shopping in Downtown Ames!

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Dvorsky', written in a cursive style.

Sarah Dvorsky
Executive Director
Ames Main Street



For Office Use Only

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 Ames Main Street Summer Sidewalk Sales

Location/Address Downtown Ames

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

Documents Received

Date: 3-10-22

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

Special Events Meeting

Date Not

Time Needed

Room _____

Documents Sent:

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

Departments Included

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

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

City Council Meeting

Date 4-12-22

Added to Agenda with CAF
Approved Y N

Reminder Date _____

TIMELINE

Setup Date _____ Time _____ M T W R F Sa Su

Event Starts Date 7/28/2022 Time 8:00 am M T W R F Sa Su

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

Ames Main Street Summer Sidewalk Sales is a semi-annual event during which businesses will offer sales, promotions, and discounts on the sidewalk immediately in front of their place of business. Shoppers should also be drawn to the free parking in all Downtown Ames on Saturday!

Event Ends Date 7/31/2022 Time 8:00 pm M T W R F Sa Su

Teardown Complete Date _____ Time _____ 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 _____

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

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

COUNCIL ACTION FORM

SUBJECT: 2022 NEIGHBORHOOD SCULPTURE PROGRAM ACCESSION

BACKGROUND:

The Public Art Commission (PAC) hosts an Ames Annual Outdoor Sculpture Exhibition (AAOSE). Each year, sculptures exhibited through AAOSE are available for purchase by private individuals. Additionally, PAC typically acquires several sculptures each year into the City's permanent art collection through the Neighborhood Sculpture Program. The Neighborhood Sculpture Program involves accepting applications from residents to have an AAOSE sculpture placed in on City property for residents to enjoy.

On March 2, 2022, PAC approved a recommendation to pursue accession of three sculptures for the Neighborhood Sculpture Program. The total acquisition cost of the three pieces is \$14,000 and it is within the PAC budget assigned to this program.

The works to be acquired and the proposed locations are detailed in the attached report from PAC.

ALTERNATIVES:

1. Approve the accession of the three sculptures for the Neighborhood Sculpture Program as recommended by PAC.
2. Do not approve the accession of Neighborhood Sculpture Program artworks.

CITY MANAGER'S RECOMMENDED ACTION:

This annual program allows for works of art to be purchased for display in neighborhoods throughout the City. This aligns with the City Council's value of a fun, vibrant community that attracts and retains people.

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



Public Art Commission (PAC) Request for Accession
Neighborhood Sculpture Program

Item Identification Numbers: 154-2122



Name: Moon Rising

Artist: Ben Pierce

AAOSE Exhibit Year: 2021-23

Material: Steel

Acquisition cost: \$5,500.00

Recommendation: The Ames Public Art Commission recommends the acquisition of “Moon Rising” for the City of Ames permanent art collection, to be placed near the CyRide Bus stop on the corner of South 4th Street and South Hazel Avenue.

APPROVED for accession March 2, 2022 by the Ames Public Art Commission

Public Art Commission (PAC) Request for Accession
Neighborhood Sculpture Program

Item Identification Numbers: 155-2122



Name: Riding High

Artist: Steve Reddell

AAOSE Exhibit Year: 2021-22

Material: Metal

Acquisition cost: \$5,000.00

Recommendation: The Ames Public Art Commission recommends the acquisition of "Riding High" for the City of Ames permanent art collection, to be placed at a to be determined location.

APPROVED for accession March 2, 2022 by the Ames Public Art Commission

Public Art Commission (PAC) Request for Accession
Neighborhood Sculpture Program

Item Identification Numbers: 156-2122



Name: Oxbow

Artist: Tim Adams

AAOSE Exhibit Year: 2021-22

Material: Steel and Lexan

Acquisition cost: \$3,500.00

Recommendation: The Ames Public Art Commission recommends the acquisition of “Oxbow” for the City of Ames permanent art collection, to be placed next to Parking Lot A on Green Hills Drive.

APPROVED for accession March 2, 2022 by the Ames Public Art Commission

COUNCIL ACTION FORM

SUBJECT: DOWNTOWN ELECTRIC TRANSFORMER ART SELECTIONS

BACKGROUND:

The City Council included funding in the FY 2020/21 budget for a pilot project to paint several electric transformers with artistic designs. The Public Art Commission (PAC) was tasked with administering this project. Six transformers and one traffic signal control enclosure were identified in the Downtown area. After investigating, PAC determined it would be most effective to apply the artwork using vinyl wraps rather than paint directly on the enclosures. A vendor was selected to produce the wraps, and templates customized to each enclosure were developed.

PAC advertised a call for artists and received design submissions from 15 individuals. A committee selected works from the following individuals for the seven enclosures:

Box #	Location	Selected Artist
1	6 th Street and Clark Avenue	Tiberiu Chelsea
2	Burnett Avenue and 6 th Street – NW Corner	Alex Olson
3	Burnett Avenue and 6 th Street – SW Corner	Linda Tong
4	6 th Street at Library alley	Tim Read
5	Burnett Avenue by U.S. Bank	Elizabeth Heckman
6	Clark Avenue by Wells Fargo	Hadley Couch
7	Clark Avenue by Wells Fargo	Carleigh Evans

The submitted designs for these locations are attached. If approved, each artist will receive a \$100 honorarium. The wraps will be applied this spring. PAC and City staff will monitor the condition of the wraps periodically to determine how resilient they are in various weather conditions. The wraps are expected to potentially last up to 7-10 years. Portions of the cabinets, such as hinges, vents, and safety/identification decals, will remain unwrapped.

ALTERNATIVES:

1. Approve the designs for the seven transformer wraps as recommended by the Public Art Commission.
2. Do not approve the transformer wrap designs.
3. Refer this item back to Public Art Commission for more information.

CITY MANAGER’S RECOMMENDED ACTION:

The Public Art Commission has solicited and received proposed designs for the seven selected transformer/traffic control box wrap locations in the Downtown area. The artistic designs represent a variety of themes that the selection committee found desirable to display on these selected enclosures.

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

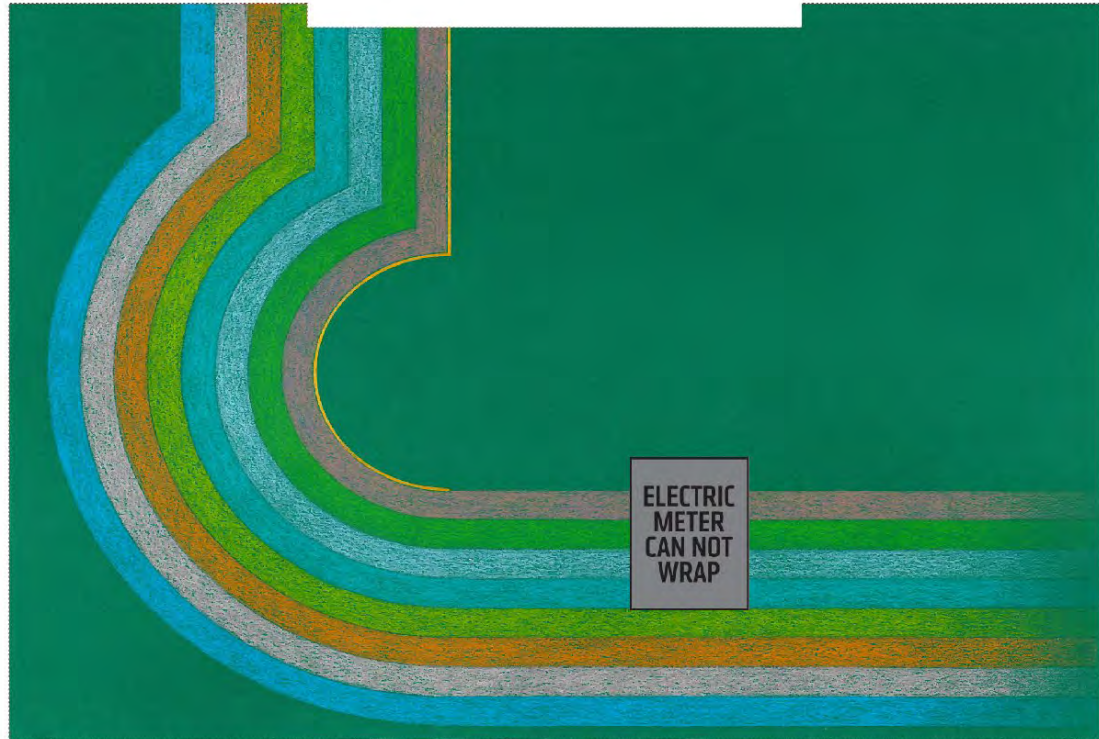
BOX 1

1/10 SCALE

PRINT LAYOUT: 1" BLEED ON ALL SIDES SHOWN IN RED



EAST SIDE



NORTH SIDE

WEST SIDE

SOUTH SIDE

BOX 2

1/10 SCALE

LOCATION:

Burnett Ave

East side of Fareway



BOX 3

1/10 SCALE

PRINT LAYOUT

1" BLEED ON ALL SIDES

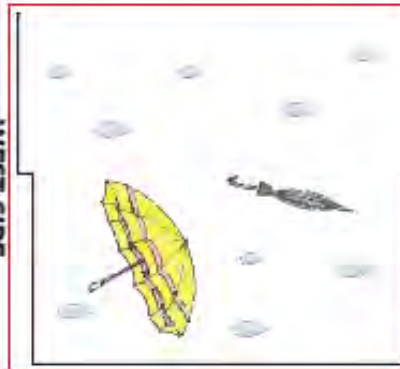
SHOWN IN RED



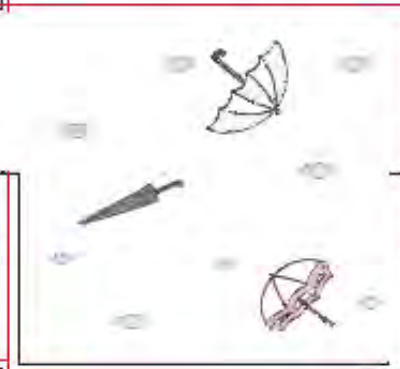
NORTH SIDE



WEST SIDE



EAST SIDE



SOUTH SIDE



BOX 4

1/10 SCALE

LOCATION:

**6th Street at corner
of alley behind Library**



NORTH SIDE



EAST SIDE

BOX 5



BOX 6

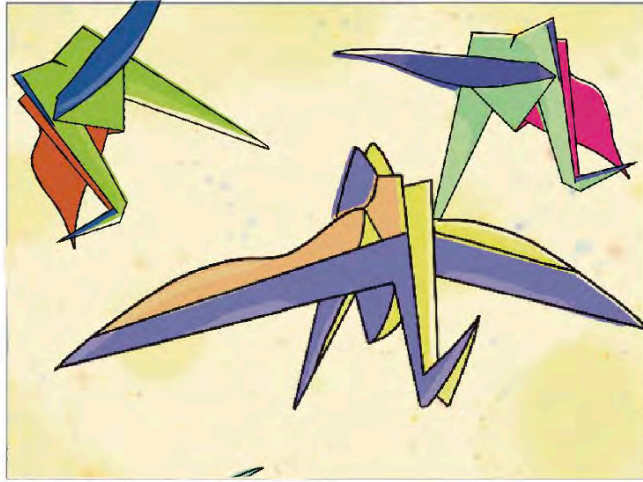
1/10 SCALE



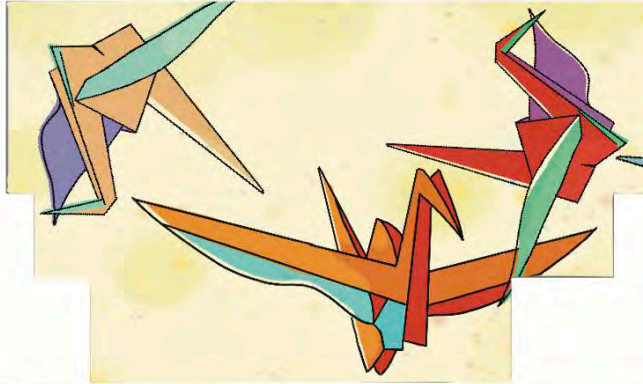
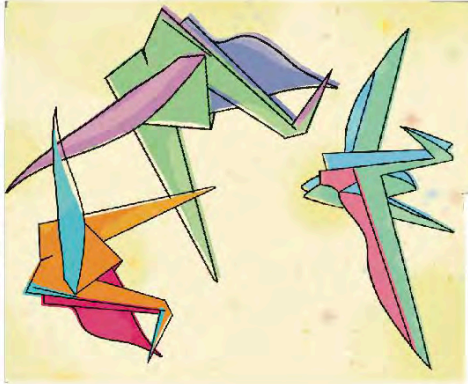
LOCATION:

Clarke Ave East Parking Lot
just South of Wells Fargo

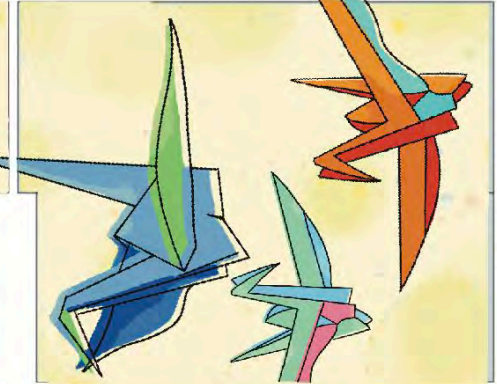
NORTH SIDE



WEST SIDE



EAST SIDE



SOUTH SIDE



BOX 7

1/10 SCALE



LOCATION:

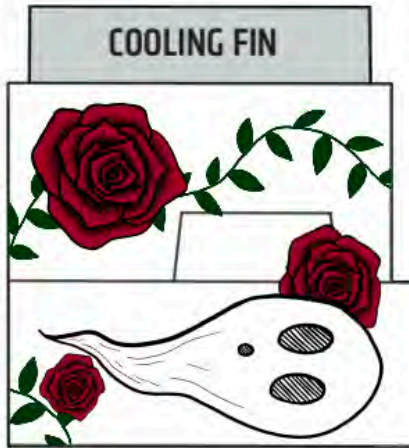
Kellogg Ave East Parking Lot
just South of Main Street

NORTH SIDE



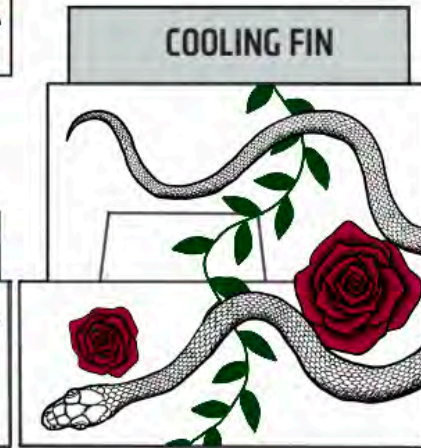
COOLING FIN

WEST SIDE



COOLING FIN

EAST SIDE



SOUTH SIDE



COUNCIL ACTION FORM

SUBJECT: RESOLUTION AND LETTER OF SUPPORT FOR REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM 2022 (LINCOLN WAY CORRIDOR CONNECTIVITY PROJECT – N. DAKOTA TO S. SKUNK RIVER)

BACKGROUND:

The U.S. Department of Transportation (DOT) has recently announced the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program for 2022. This program is replacing TIGER, a large surface transportation funding program. The RAISE 2022 Grant Program addresses goals related to equitable, reliable multi-modal transportation connecting residents of all abilities with employment, health services, recreation, and community. Additionally, the program promotes and furthers improved safety features, sustainability and the reduction of emissions through technology advancements and expansion of multi-modal connectivity, creation of good jobs, and modernized infrastructure.

The City has prepared a project application for the Lincoln Way Corridor that will incorporate currently programmed CIP Projects into a phased approach to rebuild and enhance that corridor from North Dakota Avenue to the South Skunk River. Components of the grant application will include planning and design, street improvements, multi-modal improvements, and phases of the Intelligent Transportation System for the Traffic Network. Current CIP Projects that will be included for consideration of grant funding are the following:

1. **2022/23 CyRide Route Improvements** (Lincoln Way – Beedle to Franklin) (\$2,911,000)
2. **2026/27 CyRide Route Improvements** (Lincoln Way – Beach Ave to Hayward Ave) (\$2,000,000)
3. **2026/27 Arterial Street Improvements** (E. Lincoln Way (Duff Ave to S. Skunk River) \$2,400,000)
4. **2023/24 Shared Use Path Expansion** (\$300,000)
5. **2023/24 Intelligent Transportation System Program – Phase 4** (\$1,971,600)
6. **2026/27 Traffic Signal Program** (Lincoln Way/University Blvd) (\$500,000)

The City qualifies under this grant opportunity as a rural community with historically disadvantaged areas (as defined by the Census Tract indicators). **The grant application will request funding not to exceed \$25,000,000.** The grant provides 100% funding for awarded components of the grant application. The City will utilize local funding and state grants alongside the grant funding in order to fulfill the project in a more timely, inclusive, and succinct process for the community.

ALTERNATIVES:

1. a. Approve the resolution of support for the RAISE 2022 Grant Application for the Lincoln Way Corridor Connectivity Project (N. Dakota – S. Skunk River)
- b. Authorize the Mayor to sign a letter of support for the Lincoln Way Corridor Connectivity Project
2. Do not approve the resolution of support or signature authorization for the application letter of support.

CITY MANAGER'S RECOMMENDED ACTION:

Proceeding with this grant application may significantly reduce the local costs for the Lincoln Way Corridor improvements related to street and shared use path reconstruction, Intelligent Transportation System Traffic Network improvements, multi-modal accessibility facilities, and features throughout the corridor.

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



April 7, 2022

The Honorable Secretary Pete Buttigieg
United States Department of Transportation
1200 New Jersey Avenue SE
Washington DC, 20590

Dear Secretary Buttigieg:

Please accept this letter of support confirming our community's enthusiasm and support of the Lincoln Way Corridor Connectivity Project application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) 2022 Grant Program. The goals and values set forth by the Infrastructure Investment and Jobs Act—including safety, equity, connectivity, sustainability, quality of life, mobility and connectivity, economic competitiveness, state of good repair, and collaboration—closely align with the City Council's 2022 Goals and the pursuit of the City's Climate Action Plan that is currently underway.

The City of Ames strives to offer all residents safe connectivity and mobility throughout the community to promote education, reliable access to employment, and quality of life. The 5-Year Capital Improvement Plan approved annually by the City Council establishes a program of infrastructure investments through an equitable lens—balancing the needs of the community, the condition of roads and facilities, and public engagement throughout the development of the plan. Additionally, the City has adopted a strategy to include \$1.2 million of investment into multi-modal transportation each year of the 5-year CIP to promote carbon emissions reduction, good health, and diverse modes of transport.

Please consider our application in pursuit of a revitalizing the Lincoln Way Corridor with improvements to the roadway, multi-modal facilities, traffic network, and accessibility. We believe RAISE funding, in conjunction with the City's capital commitments, will advance the transportation goals of inclusive and equitable transportation investment, job growth, improved reliability and safety along a primary arterial transportation corridor, and reduction of emissions throughout the community and historically disadvantaged areas adjacent to the corridor.

Respectfully Submitted,

John A. Haila
Mayor

COUNCIL ACTION FORM

SUBJECT: LEASE AMENDMENT WITH T-MOBILE

BACKGROUND:

In December 1996, the City entered into an agreement with Western PCS (subsequently, Western Wireless, subsequently Iowa Wireless Services, subsequently T-Mobile doing business as iWireless, now T-Mobile Central, LLC) where space on top of the Bloomington Road Elevated Tank (BRET) was leased for the purpose of placing and operating cellular phone antennas. The lease also granted space adjacent the water tower on the ground for the placement of equipment.

The lease periodically renews in five-year increments, provided both parties are agreeable, with the monthly rental rates adjusting using a formula based on changes to the CPI. The rent was last adjusted in January 2022, and is now \$2,011.36 per month.



Periodically, cellular companies desire to replace or upgrade their equipment. When those requests include an expanded footprint, either on the ground or on top of the tank, the rental rate is renegotiated with the cellular company. If the work does not expand the footprint or does not alter any of the other terms of the underlying master lease, then the improvements are approved without modifying the monthly rent. Because the lease includes descriptions of the equipment installed, an amendment to the lease is still executed when there are changes to update the attachments to reflect the current equipment present on the site.

Like many infrastructure entities, T-Mobile desires to install emergency standby power for its antennas on BRET. The drawings provided by T-Mobile show the standby generator located entirely within the existing fenced space already leased by T-Mobile. There would be no increase in the space consumed by adding the equipment, and it would not appreciably increase or complicate the City's operation and maintenance of the tank. The specifications for the fuel tank include a requirement for spill containment at the fill port, and that the tank be an above-ground, double-walled tank with an interstitial leak detection gauge. City staff has added a requirement that places an upper limit on the size of the tank.

The proposed improvements have already been reviewed and approved by the Planning and Housing Department, and T-Mobile is prepared to apply for the appropriate building permits.

ALTERNATIVES:

1. Approve the amendment to the lease agreement with T-Mobile to authorize the installation of an emergency standby generator to be installed adjacent to T-Mobile's existing infrastructure located at the Bloomington Road Elevated Tank.
2. Do not approve the lease amendment at this time.

CITY MANAGER'S RECOMMENDED ACTION:

Cellular phone infrastructure is important for citizens and the City, especially during emergency events. Increasing the resiliency of cell service is something the City supports. The improvements will have no material impacts on the use of the property for finished water storage, and staff have given their approval to the proposed improvements.

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 BENEFITS CONSULTING AND ACTUARIAL VALUATION SERVICES CONTRACT EXTENSION

BACKGROUND:

The City provides health benefits to full-time and regular part-time employees including health insurance, dental insurance, prescription drug coverage, flex spending, an employee wellness plan, and optional vision coverage. The health benefit and prescription drug plans are administered by Wellmark/Blue Cross of Iowa. The dental and vision plans are administered by Delta Dental of Iowa, and the flex spending plan is administered by TASC.

The City has three group medical plans including Wellmark's Classic Blue (indemnity plan that is closed to new enrollments), Alliance Select (PPO plan), and Blue Advantage (HMO plan). These plans are required to have certain protections, such as a provision of preventive health services without any cost sharing and the elimination of lifetime limits on benefits under the Patient Protection and Affordable Care Act (PPACA).

City staff has managed health benefits internally for several years. However, with the rollout of the PPACA, increased and changing compliance requirements, and the complexity of analyzing and valuing proposed plan changes, staff has determined that the health plans can be better managed with the assistance of contracted, qualified professionals. Those same types of professionals have already been providing these services and actuarial valuation services for several years to comply with reporting requirements for our self-funded health plans.

On January 31, 2017, the City issued a Request for Proposals (RFP) for health benefits consulting and actuarial valuation services for our self-funded health plan. After an extensive evaluation process, the City awarded a three-year contract to Gallagher Benefit Services, Inc. for health benefits consulting and actuarial valuation services. The contract included options to renew for two additional one-year periods. This contract ends on June 30, 2022.

Gallagher Benefit Services, Inc. is willing to provide services to the City for an additional year (FY 2022/23) at the same rate charged in FY 2021/22 (\$40,000). The City has had very good results with managing the health insurance programs by partnering with Gallagher. Additionally, City staff and Gallagher Benefit Services are in the midst of an evaluation of certain benefit services. Conducting an RFP process at this time could result in a disruption to the quality of service.

ALTERNATIVES:

1. Award a one-year renewal to the original contract with Gallagher for health benefits consulting and actuarial valuation services beginning July 1, 2022, in an amount not to exceed \$40,000.
2. Direct staff to conduct a new RFP for these services.

CITY MANAGER'S RECOMMENDED ACTION:

The consultant retained through this contract provides valuable analysis of the City's insurance coverages. This analysis assists in the budgeting process and in the design of plans that balances competitive benefits with reasonable costs.

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

COUNCIL ACTION FORM

SUBJECT: REQUEST TO WAIVE ENFORCEMENT OF PROHIBITION OF ALCOHOL CONSUMPTION IN BANDSHELL PARK FOR AMES ON THE HALF SHELL

BACKGROUND:

In 2003, the Ames Jaycees hosted the first-ever Ames on the Half Shell at Bandshell Park. This event was established to raise money for the Durham Bandshell restoration while introducing an evening summer concert series in Ames. The event includes a live band with concession sales (food, beer, wine coolers, and soft drinks). Traditionally, the event is held on Friday evenings in June, but in 2021 the Jaycees decided to hold the event later in July to allow more time for COVID-19 vaccinations. The 2022 request is to return to the traditional concert schedule; therefore, Ames on the Half Shell will be held on five Friday evenings May 27 – June 24. The band will play between the hours of 5:00 PM and 8:00 PM, but no later than 8:30 PM. **Again, this year, the Ames Jaycees are requesting their group be allowed to sell alcohol (beer and wine coolers) at Bandshell Park during this event.**

The request asks for alcohol to be served between the hours of 5:00 PM and 8:00 PM and consumed at ground level within the fenced in area no later than 9:00 PM or the removal of the temporary fencing, whichever comes first. The Jaycees are required to obtain a State liquor license and dram shop insurance to assure compliance with local and State liquor laws. According to the Jaycees, the sale of alcohol is what allows them to raise money that is given directly back to the community through their projects.

The Parks and Recreation Commission reviewed this request at its March 21, 2022, meeting and recommended that City Council grant this waiver for Ames on the Half Shell on Fridays, May 27 – June 24.

ALTERNATIVES:

1. City Council can:
 - a. Waive enforcement of Section 17.17 of Municipal Code from 5:00 PM to 9:00 PM on Fridays, May 27 – June 24, to allow the Ames Jaycees to sell alcohol for Ames on the Half Shell at Bandshell Park.
 - b. Approve 6-month Class B Beer Permit with Outdoor Service at the Ames on the Half Shell events at Bandshell Park **pending Dram Shop Insurance.**
2. Deny the Ames Jaycee's request and do not allow the consumption of alcohol at the park.
3. Refer back to staff.

CITY MANAGER'S RECOMMENDED ACTION:

The Jaycees have been hosting this event at Bandshell Park for 18 years. Each year, Parks and Recreation Administrative staff attends the event. Staff has consistently been impressed with the level of organization the Jaycees provide and that the event draws people of all ages. The Police Department receives very few phone calls or complaints concerning the event. Staff also takes into consideration the overall positive comments from the neighborhood. The ability to sell alcohol allows the Jaycees to fulfill their commitment to community betterment, which includes Parks and Recreation projects.

Therefore, it is the City Manager's recommendation to approve Alternative #1 as stated above.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
AMES JAYCEES	Ames on the Half Shell	(515) 835-1255	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
125 East 5th Street	Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP
PO Box 624	Ames	Iowa	50010

Contact Person

NAME	PHONE	EMAIL
Melissa Angstrom	(515) 835-1255	m_angstrom00@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Beer Permit	6 Month	

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS

Class B Beer Permit

PRIVILEGES

Outdoor Service



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Nonprofit entity which has a principal office in the State of Iowa.

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Melissa Angstrom	AMES	Iowa	50010	Director	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Ames Jaycees	42-6075796	Ames	Iowa	50010	100.00

Insurance Company Information

INSURANCE COMPANY

West Bend Mutual Insurance
Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF TRANSPORTATION ALTERNATIVES PROGRAM (STBG-TAP) APPLICATION FOR 2025/26 SHARED USE PATH SYSTEM EXPANSION (SOUTH DAYTON AVENUE)

BACKGROUND:

Every year the Ames Area Metropolitan Planning Organization (AAMPO) accepts applications for the Surface Transportation Block Grant – Transportation Alternatives Program (STBG-TAP) for projects including on and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation, environmental mitigation, and safe routes to school projects. The 2025/26 Shared Use Path System Expansion (South Dayton Avenue) project from East Lincoln Way to S.E. 16th Street is eligible for application and incorporation into the 2023-2026 AAMPO Transportation Improvements Program (TIP).

City staff has prepared the attached application. One requirement of the application is a resolution by the local government with assurance that the project has the local funding required for the project and that the project will be adequately maintained.

The revenues and expenses for this project are as follows:

Revenues		Expenses	
Local Option Sales Tax	\$335,000	Engineering & Admin	\$145,000
STBG-TAP Application	\$520,000	Construction	\$650,000
Total	\$855,000	Total	\$795,000

The STBG-TAP application funding request reflects the 2022-27 Capital Improvements Plan and available STBG-TAP funds and updated construction cost estimates.

ALTERNATIVES:

1. a. Approve the AAMPO TAP Application for the 2025/26 Shared Use Path System Expansion (S. Dayton).
 - b. Commit the local funding for this project of \$335,000 from the Local Option Sales Tax Fund as shown in the Capital Improvements Plan for FY 2025/26.
 - c. Commit to accepting and maintaining the 2025/26 Shared Use Path System Expansion (S. Dayton) in accordance with the attached Iowa DOT's Application Form for Iowa's Transportation Alternatives Program Funds.
2. Do not approve the AAMPO TAP Application for the 2025/26 Shared Use Path System Expansion (S. Dayton).

CITY MANAGER'S RECOMMENDED ACTION:

Proceeding with this grant application may significantly reduce the local costs for the S. Dayton Ave shared use path project. **If approved by AAMPO, the funding would be programmed in the AAMPO Transportation Improvement Program for FY 2025/26.**

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



Form 240004 (06-19)

APPLICATION FORM FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

General Information

Regional Planning Affiliation (RPA)/ Metropolitan Planning Organization (MPO): Ames Area MPO

Eligible Sponsor/ Applicant Agency: City of Ames

Contact Person (Name and Title): Mark Gansen, Civil Engineer II

Street Address and/ or P.O. Box Number: 515 Clark Avenue

City: Ames State: IA ZIP Code: 50010

Phone Number: 515-239-5291 E-mail: mark.gansen@cityofames.org DUNS No.: 061320917

If more than one Agency or Organization is involved in this project, please state the name, contact person, mailing address, and telephone number of the second Agency. (Attach an additional page if more than two agencies are involved.)

Applicant Agency: _____

Contact Person (Name and Title): _____

Street Address and/ or P.O. Box number: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ E-mail: _____ DUNS No.: _____

Project Information

Project Title: South Dayton Avenue Shared Use Path (Lincoln Way to Isaac Newton Drive)

Project Description (Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.)

Grading and paving of a PCC shared use path along the east side of South Dayton Avenue from Lincoln Way to Isaac Newton Drive.

If this project includes construction of a trail, what is the length of the trail in miles?: 1.01

If this project includes land acquisition, how many acres?: N/A

Safe Routes to School (SRTS) project (All information required by Attachment B must be included with this application.)
If a construction project, is this project located within 2 miles of a primary or middle school (grades K-8)?: Yes No

Iowa Byways project
Is this project located within a designated scenic or historic byway corridor?: Yes No
If yes, has the project been endorsed by the appropriate byway board?: Yes No

Will this project be open to the public?: Yes No

Do you intend to charge a fee to users?: Yes No If yes, how much will the fee be and how will the revenue be used?

Estimated Project Costs

Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.

Right of way acquisition cost _____

Preliminary design/engineering cost _____

Utility relocation cost _____

Construction engineering cost _____

Construction cost \$650,000.00

Indirect cost (if applicable) _____

Noninfrastructure cost (SRTS only) _____

Other (please specify) _____

Total cost \$650,000.00

Iowa's TAP program funding request \$520,000.00

Applicant match (20 percent minimum) \$130,000.00

	Applicant match source	Amount	Assured or anticipated (date anticipated)
1.	Local Option Sales Tax	\$335,000.00	July 01, 2025
2.			
3.			

Are any state funds involved in this project? Yes No

If yes, please explain the source and conditions.

Are any other federal funds involved in this project? Yes No

If yes, please explain the source and conditions. (Please note here if you have previously been awarded funding for this project from the Statewide TAP program or from a Local Project TAP program administered by an MPO or RPA.)

Estimated Project Development Schedule

Design	Start date	<u>07/01/2025</u>	Completion date	<u>04/01/2026</u>
Land acquisition	Start date	<u></u>	Completion date	<u></u>
Construction	Start date	<u>06/01/2026</u>	Completion date	<u>11/01/2026</u>
Noninfrastructure	Start date	<u></u>	Completion date	<u></u>

Has any part of this project been started? Yes No
If yes, please explain.

Documentation and Narrative Information

The following documents and narratives must be submitted with this application. In the upper right corner of each document or narrative write the corresponding letter shown below.

- A. A **NARRATIVE** discussion of the project. Please **limit to five pages** in length. Your narrative should incorporate answers to the following questions.
 1. What is the project? Provide a clear description of the concept of the proposed project, including such information as existing site conditions, trail length, number/acreage of parcels to be acquired, general construction activities planned, etc. For a nonconstruction project, provide a summary of the planned activities to be part of the project with a description of each. Remember to provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a project.
 2. Why is the project needed? Provide adequate project justification based on existing or estimated future use of the facility. If the project is a SRTS project, your discussion should address the existing hazards to walking or biking to school and how your project will mitigate these hazards.
 3. If your project is a trail or sidewalk project, how will it enhance connectivity to other existing transportation facilities or provide linkages with local amenities, activity nodes, or points of interest? This may include a description of how the project will assist older citizens, the economically disadvantaged, persons with disabilities, nondrivers, or other special populations or groups to access the transportation system.
 4. How does your project relate to the transportation system and what is its functional relationship, proximity, or impact to an existing or planned transportation facility? If this is a regional project, what is its value to your region and how will it be a functional addition to the transportation system and region as a whole if no additional development funds are received? If this is a statewide or multiregional project, assess the value of this project from a statewide or multiregional perspective.
 5. If this project is part of a larger multiphase project, how will your project complement the phases already completed or planned for the future? Keep in mind that the discussion of other completed or future phases of your project should not be the focus of your application or this narrative.
 6. How ready is your project to begin? For example, is all funding in place or are some initial steps completed (e.g., environmental studies, preliminary design)? If some parts of the project have already been started, describe how that head start will allow your project to move quickly once awarded.
 7. Are there environmentally sensitive or culturally significant areas that may be affected by your project? If so, how might those areas influence your project's ability to gain compliance with Section 106 or National Environmental Policy Act of 1969 requirements?
 8. To what degree will the proposed project fulfill the goals and/or priorities of the most recent MPO or RPA long-range transportation plan?
- B. A **DETAILED MAP** identifying the location of the project. The project scope should be clear and the map may also include other important information referred to in the narrative such as important transportation linkages, clearly marked completed or future project phases, etc. If the project is a SRTS project, the map shall indicate the K-8 school(s) to be served by the project, show a 2-mile radius of the school, identify neighborhoods served by the school, and hazards for children to walk or bike to school. More than one map may be submitted if the scope of the project is such that the desired detail is not feasible to be included on just one map. **Limit map sizes to no larger than 8.5-by-11-inches.**

- C. A **SKETCH PLAN** of the project, including cross section for bicycle or pedestrian facilities. If the cross section of your facility varies across the project (width, number of lanes, etc.) include a cross section for each situation and identify its location. (Required for construction projects only.)
- D. **DIGITAL PHOTOGRAPHS (limit to five)** that will help to explain the existing site conditions of the proposed facility. It is not necessary to include photographs of all aspects or the entire route of a project. Photos submitted should be representative of the project as a whole or should support any particularly compelling or complex description included in the narrative provided in item A above.
- E. An **ITEMIZED BREAKDOWN** of the total project costs. This documentation does not need to be a detailed, line-item type estimate or formal engineer's opinion of probable cost. However, it must accomplish two objectives: 1) it must show the method by which the cost estimate was prepared; and 2) it must enable a reviewer to determine if the cost estimate is reasonable. The manner in which these objectives are achieved may vary widely depending on the type, scope, and complexity of the project. Absent a fully itemized list of costs, some general guidelines for possible methods of estimating each type of project cost are provided on Attachment A. The itemized breakdown should reflect costs in the planned project execution year estimated in your time schedule provided as part of item F below. It is preferable that this breakdown be provided by a licensed professional. If not, it is the responsibility of the applicant to explain the rationale and source of the assumptions used to develop the cost breakdown to allow a reviewer to have confidence in their accuracy.
- F. An estimated **TIME SCHEDULE** for the total project development. Local Project TAP program funded projects will be required to be programmed within the next four-year Transportation Improvement Program (TIP) window. Once programmed, a project funding agreement will be executed and projects will be required to submit a concept statement and initiate preliminary plans within the programmed year. Projects will be required to be let within two years of funds being available (programmed) to the project. Upon award and execution of a project funding agreement, projects that fail to make satisfactory progress may be terminated by the Iowa Department of Transportation.
- G. An **OFFICIAL ENDORSEMENT** of the project from the authority to be responsible for the project's maintenance and operation. The authority must provide written assurance it will adequately maintain the completed project for its intended public use following project completion. For most construction projects, this will be a minimum of 20 years. The endorsement must also acknowledge the intent of the authority to provide the match funds required for the project. For cities, counties, or other political subdivisions, this should be in the form of a fully executed resolution by the elected body or board, as applicable.
- H. If applicable, a **LETTER OF SUPPORT** of the project from the scenic or heritage byway board. The board's letter should also address the project's relationship to the byway's intrinsic qualities, how the project will also have a statewide or multiregional impact, and whether the project is included in the byway's current corridor management plan.
- I. If applicable, the **ITEMS LISTED IN ATTACHMENT B** shall be provided. If this project application is for a SRTS project, the applicant will complete and address the items provided in Attachment B, which are required only if the project is applying as a SRTS project. Failure to provide this information may result in the project not being considered as a SRTS project under the Statewide TAP program.
- J. A **NARRATIVE** discussing the public input process that was followed and the extent to which adjacent property owners and others have been informed of the proposed project and an assessment of their acceptance. As part of this narrative, also describe local and regional planning efforts related to the project, including whether it is listed in a long-range plan. Also include discussion of any partnerships among local organizations and stakeholders that this project may help to facilitate or how these entities or individuals have contributed to the development of the project concept or have committed financial or other support to the project.
- K. A **LETTER OF SUPPORT** from the Iowa DOT's district if the project will include construction within Iowa DOT right of way.
- L. A completed **MINORITY IMPACT STATEMENT**.

The award of Iowa's TAP program funds; any subsequent funding or letting of contracts for design, construction, reconstruction, improvement, or maintenance; or the furnishing of materials shall not involve direct or indirect interest, prohibited by Iowa Code 314.2, 362.5, or 331.342, of any state, county, or city official, elective or appointive. Any award of funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of funding and authorize a complete recovery of any funds previously disbursed.

Certification

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand that the attached **official endorsement(s)** binds the participating authority to assume responsibility for adequate maintenance of any new or improved facilities.

I understand that, although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Iowa DOT is required prior to the authorization of funds.

Representing the City of Ames


Signature

Mark Gansen - Civil Engineer II
Typed Name and Title

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

Indicate which groups are impacted.

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which groups are impacted.

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

This project consists of construction of a shared use path that will meet specifications and will be open to everyone.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name Mark Gansen

Title Civil Engineer II

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

REQUEST FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

ATTACHMENT A

Itemized breakdown of total project costs guidelines.

Construction costs

These may be based on historical averages for entire projects of similar size and scope. Examples include:

- Typical cost per mile of trail (e.g., \$XXX,XXX per mile for moderate terrain and limited number of structures).
- Typical cost per square foot of bridge deck.
- Typical cost per square foot of new or renovated building space.
- Typical cost per lineal foot of sidewalk.

Design/Inspection costs

These may be estimated based on the following typical percentages of construction costs, such as:

- 8 to 10 percent for preliminary up through final design and letting activities.
- 12 to 15 percent for construction inspection activities.

Right of way acquisition costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per square foot for permanent right of way.
- Typical cost per square foot for temporary easements.

Utility and railroad costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per linear foot of relocated or reconstructed facility (i.e., track, pipe, electrical lines).
- Typical cost per installation (i.e., railroad switches, utility poles, transformers, control boxes).

Indirect costs

If indirect costs are involved (e.g., wages):

- Estimated hours.
- Estimated hourly rate, salary.
- Estimated fringe, direct.
- Other direct cost estimate.
- Other indirect cost estimate.

REQUEST FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

ATTACHMENT B

For Safe Routes to School (SRTS) projects only.

1. Provide the following information about the affected school and student population. (To answer items f, g, h, and i below, use the data collection forms, tips, and instructions provided at <http://saferoutesdata.org/> to gather the necessary data. **Do not** send your survey forms with this application.)
 - a) School name
 - b) Grades of students at school
 - c) Number of students at school
 - d) Number of K-8 students at school
 - e) Distance eligibility for riding a bus (radius) in miles
 - f) Number of K-8 students who currently walk to school
 - g) Number of K-8 students who currently bicycle to school
 - h) Number of K-8 students currently driven to school
 - i) Number of K-8 students currently bused to school
 - j) Number of K-8 children eligible for busing
 - k) Number of K-8 students who attend this school and live within 2 miles of the school

2. A narrative discussing your plans for evaluating the success of the project. The SRTS program goal is to enable and encourage more children to walk and bicycle to school. How will you measure your success? What method will you use to determine whether more children are walking and bicycling to school? What are your specific user goals for this project? Your plans for measurement should minimally include using the student survey forms provided at <http://saferoutesdata.org/> to **gather before and after figures for the number of K-8 students who are:**
 - a) Walking to school.
 - b) Bicycling to school.
 - c) Driven to school.
 - d) Bused to school.

South Dayton Shared Use Path (Lincoln Way to Isaac Newton Drive) - Narrative

This project includes the construction of a 10' hard-surface trail that will extend from Lincoln Way to Isaac Newton Drive along the east side of South Dayton Avenue. As indicated in Attachments B and C, the south portion will include a standard urban cross section with a trail while the north portion will include a rural section with an adjacent protected path. This trail will connect SE 16th Street to Lincoln Way, providing an essential connection for the trail network in the southeast area of the Ames Metropolitan Area. The trail will serve as an important link for commuters, recreational users, and customers of the businesses within the region. There is planned development along this corridor that will also utilize this trail connection in the future. All local funding for this project will be in place in FY 25/26 and that is when preliminary engineering will begin. There do not appear to be any environmentally sensitive or culturally significant areas within the project area. This project is in alignment with the Forward 2045 Long Range Transportation Plan for the AAMPO.



Shared Use Path System Expansion

S. Dayton Avenue



Cross Section #1

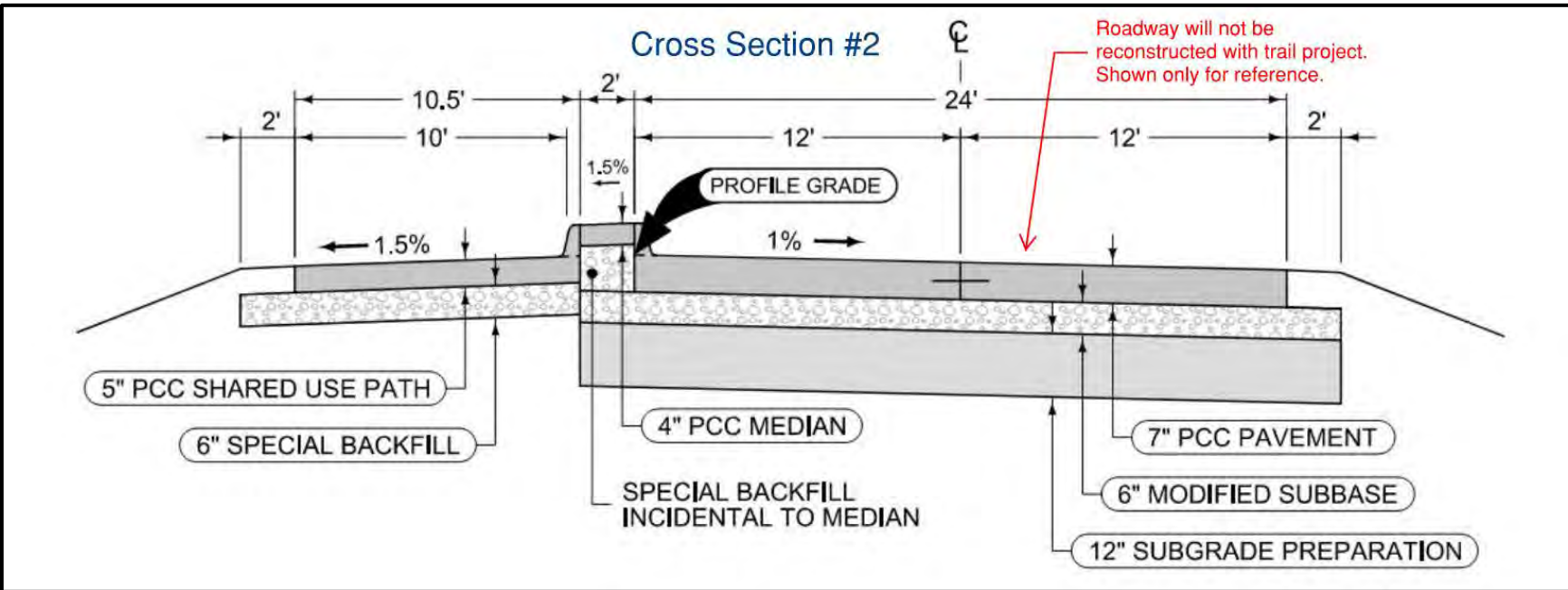
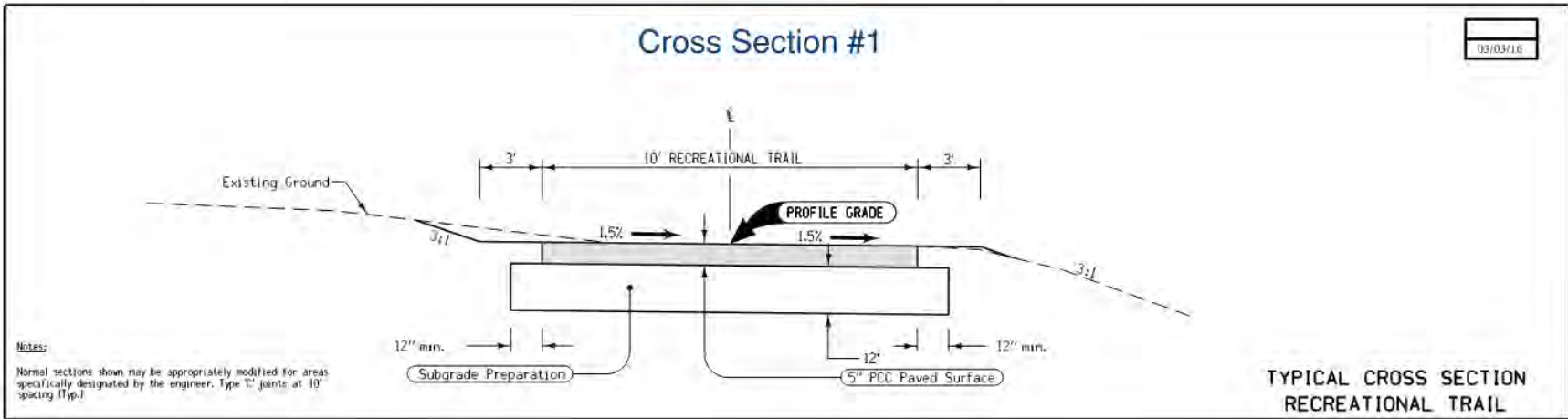


Cross Section #2



1 inch = 625 feet

Date: 3/28/2022



South Dayton Shared Use Path (Lincoln Way to Isaac Newton Drive) – Digital Photographs



South Dayton Shared Use Path (Lincoln Way to Isaac Newton Drive) – Itemized Breakdown

An estimate of quantities and unit prices were prepared for the project considering the respective cross sections shown in Attachment C. These unit prices are in-line with recent similar construction projects.

<u>Item #</u>	<u>Item Code</u>	<u>Description</u>	<u>Quant</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
<i>Division 2 - Earthwork</i>						
2.1	2010-108-D-2	Topsoil, 8" Depth	2000	cy	20.00	40,000.00
2.2	2010-108-E-0	Excavation, Class 10, 11" Depth	1000	cy	20.00	20,000.00
2.4	2010-108-I-0	Special Backfill, 8" Depth	1500	cy	50.00	75,000.00
<i>Division 4 - Sewers and Drains</i>						
4.1	XXXX-XXX	48" Apron Extension	1	ls	10000.00	10,000.00
4.2	4020-108-A-1	Storm Sewer, Trenched, RCP, 15" dia.	50	lf	100.00	5,000.00
4.3	XXXX-XXX	24" Culvert Relocation	1	ls	6000.00	6,000.00
4.4	XXXX-XXX	24" Outlet Adjustment	1	ls	3000.00	3,000.00
<i>Division 5 - Water Mains and Appurtenances</i>						
5.9	5020-108-C-0	Fire Hydrant Relocation	13	ea	1500.00	19,500.00
5.11	5020-108-G-0	Valve Box Replacement, Adjustment	10	ea	500.00	5,000.00
<i>Division 6 - Structures for Sanitary and Storm Sewer</i>						
6.2	6010-108-B-0	Intake Type, Area	2	ea	5000.00	10,000.00
6.4	6010-108-F-0	Manhole Adjustment, Major	3	ea	2000.00	6,000.00
<i>Division 7 - Streets and Related Work</i>						
7.2	7010-108-E-0	Curb & Gutter, 30" width, 12" thick @ BOC	120	lf	60.00	7,200.00
7.3	7010-108-G-0	Concrete Median	1000	sy	60.00	60,000.00
7.7	7030-108-C-0	Shared Use Path, HMA or PCC, 5" depth	5900	sy	42.00	247,800.00
7.9	7030-108-G-0	Detectable Warning	120	sf	50.00	6,000.00
7.10	7030-108-H-1	Driveway, Paved, PCC, 7" depth	350	sy	50.00	17,500.00
<i>Division 8 - Traffic Control</i>						
8.1	8030-108-A-0	Temporary Traffic Control	1	ls	5000.00	5,000.00
<i>Division 9 - Sitework and Landscaping</i>						
9.1	9040-108-F-1	Wattles	3000	lf	2.00	6,000.00
<i>Division 11 - Miscellaneous</i>						
11.1	11010-108-A	Construction Survey/Staking	1	ls	5000.00	5,000.00
11.2	11010-108-B	Pedestrian Facility Construction Survey & Staking	1	ls	2000.00	2,000.00
11.4	11020-108-A	Mobilization	1	ls	40000.00	40,000.00
11.6	11060-108-A	Concrete Washout	1	ls	3000.00	4,000.00
SUBTOTAL						600,000.00
Contingency (incl. Shoulder / Slopes / Safety Rail)						50,000.00
TOTAL						\$650,000.00

South Dayton Shared Use Path (Lincoln Way to Isaac Newton Drive) – Time Schedule

The survey and preliminary design is anticipated to occur in the summer of 2025, with final design being completed in the fall of 2025. This allows for a winter bid letting for anticipated construction in 2026.

South Dayton Shared Use Path (Lincoln Way to Isaac Newton Drive) – Public Input Process

Through the City of Ames Capital Improvements Plan development and public outreach efforts completed in 2020-2021, community members identified the desire for this project as a significant bicycle connection in the area. Public meetings, public hearings, website postings and press releases were issued to notify the public of the opportunity to provide input and comments to the Capital Improvements Plan. Furthermore, City of Ames staff, along with hired consultants working on behalf of the City, will have additional public meetings and discussions with adjacent property owners to keep them involved throughout the design process.

COUNCIL ACTION FORM

SUBJECT: 2019-20 STORM WATER EROSION CONTROL PROGRAM (IOWAY CREEK BROOKSIDE) AGREEMENTS WITH IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP AND FINANCE AUTHORITY

BACKGROUND:

The City has been awarded two grants for the 2019/20 Storm Water Erosion Control Program (Ioway Creek Brookside) Improvements Project. The City plans to incorporate stormwater quality best management practices (oxbow construction and native landscaping) to capture and treat runoff draining to Ioway Creek, staying committed to improving and protecting water quality. These practices are within a larger project of streambank stabilization and creek restoration with the additional benefits of wildlife/ fish habitat enhancement as well as recreational and education amenities.

The first grant is for \$100,000 from the Iowa Department of Agriculture and Land Stewardship (IDALS) through the Water Quality Initiative Urban Conservation Demonstration Project Program. This program was established in order to assess and reduce nutrients in the state's watersheds, including sub-watersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from non-point sources in a scientific, reasonable, and cost-effective manner.

The second grant is for \$500,000 from the Iowa Finance Authority through the Water Infrastructure Fund. This program makes investments to support innovative projects across the state with the goal of protecting, preserving, and restoring Iowa's water resources. The Water Infrastructure Fund invests in nonpoint source watershed projects that improve Iowa's water quality, focusing on green infrastructure and measures to control nonpoint source pollution from hydromodification.

Revenues for this project total \$1,200,000 from the following sources:

- \$300,000 Stormwater Utility Fund
- \$300,000 Clean Water State Revolving Fund
- \$500,000 Iowa Finance Authority Water Infrastructure Fund
- \$100,000 Iowa Department of Agriculture and Land Stewardship

ALTERNATIVES:

1. a. Approve the Water Quality Initiative Urban Conservation Demonstration Project Funding Agreement from the Iowa Department of Agriculture and Land Stewardship for the 19/20 Storm Water Erosion Control Program (Ioway Creek Brookside Project) in the amount of \$100,000.
- b. Approve the Water Infrastructure Funding Agreement from the Iowa Finance Authority for the 19/20 Storm Water Erosion Control Program (Ioway Creek Brookside Project) in the amount of \$500,000.
2. Refer these agreements back to staff for further information.
3. Do not approve the grant agreements, and forego the grant funding.

CITY MANAGER'S RECOMMENDED ACTION:

Approval of these agreements will allow the City to access financial assistance to complete the erosion control improvements in this project. The approval must occur before moving forward with construction of this project in the 2022/23 construction season.

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

IOWA STATE UNIVERSITY
OF SCIENCE AND TECHNOLOGY

Facilities Planning and Management
Planning Services
General Services Building
700 Wallace Road
Ames, IA 50011-4013
Phone: (515) 294-6001
Fax: (515) 294-2764
E-mail: csbrown@iastate.edu

September 8, 2020

Liz Calhoun
City of Ames
515 Clark Avenue
Ames, IA 50010

Re: Squaw Creek- Brookside Park streambank stabilization project

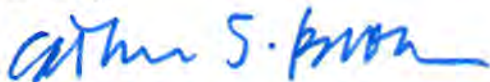
Dear Ms. Calhoun:

Iowa State University (ISU) is supportive of the City of Ames' proposed streambank stabilization project on the section of Squaw Creek located within Brookside Park. The resulting project will improve water quality and provide a demonstration of conservation practices within a widely used community park.

As ISU is the primary landowner of the park property, this project is in accordance with the Maintenance and Improvement responsibilities established in the Iowa State University / City of Ames lease agreement, recorded on January 30, 2017 in Story County, Iowa.

The University also supports your application to the Iowa Department of Natural Resources for SRF sponsored project and look forward to working with you as the project proceeds.

Sincerely,



Catherine S. Brown
Director Planning Services

ITEM #: 24
DATE: 04-12-22

COUNCIL ACTION FORM

SUBJECT: CYRIDE BATTERY ELECTRIC BUS SYSTEM IMPROVEMENTS PROJECT – AWARD OF CONTRACT

BACKGROUND:

At the City Council meeting on March 22, 2022, staff reported bids for the CyRide Battery Electric Bus System Improvements project (Bid No. 2022-096). As noted during that meeting, the City of Ames Purchasing Policy requires that bid results are reported at the City Council meeting immediately following receipt of bids. This occurred prior to the scheduled Transit Board meeting on March 23, 2022. The Transit Board has now approved an award of contract for this project, enabling this item to be considered by City Council.

The bid tabulation is attached, with results summarized below.

Bidder	Base Bid	Alternate #1
Jaspering Electric Inc.	\$ 282,800	\$ 10,400
Van Maanen Electric Inc.	\$ 299,000	\$ 10,000

This project was originally released for bid on February 8, 2022, with bids due March 9, 2022. The table below shows the specific funding available for this project.

Description	Federal Funds	Local Funds	Total
Facility Construction	\$129,370	\$22,830	\$152,200
Depot Charger – Savings from Favorable Bid	\$37,400	\$6,600	\$44,000
Transfer from Operations Fund Closing Balance	-	\$101,961	\$101,961
Total	\$166,770	\$131,391	\$298,161

Plans and specifications call for installing a transformer pad for the 480-volt transformer, new facility switchgear and its associated platform, a charger platform, and installation of the purchased charging equipment. All new equipment will be installed at a height that reduces the risk of water damage during flooding and permits general facility maintenance. A single alternate was also included in the specifications to extend the charger platform to accommodate two additional chargers.

The low bid on the project was from Jaspering Electric Inc. of Ames, Iowa. The low bidder noted in their response that the desired completion date of June 24, 2022, could not be met due to supply chain issues with the electrical switchgear. The expected delay for the switchgear is approximately 30 weeks, which aligns with research that the Architecture

and Engineering (A&E) firm communicated to CyRide while the invitation to bid was open. The A&E firm has identified a temporary power solution that will allow the charger and dispensers to be functional when the electric buses arrive and enable the switchgear to be installed as the permanent solution upon delivery.

CyRide staff, in consultation with the A&E firm, has evaluated the bids received and believes that the base bid response is a good value for CyRide. A letter of recommendation from the A&E firm is attached to this CAF. Based upon the bid cost of Alternate #1, the potential for CyRide to purchase future chargers from a different manufacturer, and the need to leave contingency funding for change orders, staff do not believe selecting Alternate #1 would be in CyRide's best financial interest.

At their meeting on March 23, 2022, the Transit Board approved award of contract to Jaspering Electric Inc. for the base bid only, rejecting bid Alternate #1.

ALTERNATIVES:

1. Award the contract for the CyRide Electric Bus System Upgrades project to Jaspering Electric Inc. of Ames, Iowa for the base bid amount of \$282,800 and reject bid Alternate #1.
2. Reject the bids and direct staff to proceed according to Council priorities.

CITY MANAGER'S RECOMMENDED ACTION:

Awarding the contract to Jaspering Electric Inc. will allow CyRide to proceed with facility improvements and alternations needed to support the battery electric buses at the best possible cost to the transit system. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as state above.



March 11, 2022

Ms. Barbara Neal, Director of Transit
CyRide
601 N. University Boulevard
Ames, IA 50010

Ms. Neal,

There were two responsive bidders which submitted proposals for the CyRide Electric Bus System Upgrades. Of the two bids, there was one bid exceeding the Opinion of Probable Cost and one that was below it.

We recommend the acceptance of the bid proposal from Jaspering Electric Inc. to complete work associated with the base bid as described in the project specifications for \$282,800.

Please note that the low bidder indicated that the proposed schedule in the design documents was not feasible due to supply chain issues. Accepting their bid would mean that they could not be held to the original schedule. However, the design team is willing to work with the selected contractor to deliver this project on a revised timeline that is acceptable to CyRide.

We believe the low bid will bring a good value to CyRide.

Regards,

A handwritten signature in black ink, appearing to read "Ryan M. Carter". The signature is stylized with a large, sweeping initial "R" and a long, horizontal flourish extending to the right.

Ryan M. Carter, AIA, NCARB

CITY OF AMES, IOWA	5% Bid Bond	Bidders Status Form	Buy America Requirements Form	Lobbying Form	Form 1: DBE Utilization	Form 2: DEB Letter of Intent	IA DOT Non-Collusion Binding Certification	Addendum #1 & 2	BASE BID	Add Alternate #1
mike.adair@cityofames.org										
BID NO. 2022-096										
CyRide Electric Bus System Upgrades										
BIDDERS										
Jaspering Electric Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$282,800.00	\$10,400.00
Van Maanen Electric Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$299,000.00	\$10,000.00

COUNCIL ACTION FORM

SUBJECT: CONTRACT EXTENSION FOR RIGHT OF WAY TREE TRIMMING & REMOVAL PROGRAM

BACKGROUND:

The Parks and Recreation Department requires various tree trimming, removal, and stump grinding to be completed annually by a contractor in the right of way. On May 28, 2019, City Council awarded a contract to Pitts Lawn & Tree Service for the Right-of-Way Tree Trimming & Removal Program for the period of July 1, 2019 through June 30, 2020. This contract also includes four optional renewal periods.

The period from July 1, 2022, through June 30, 2023, is the third of four optional renewal periods. Pitts Lawn & Tree Service indicated a 3% price increase for each renewal period and the prices for the upcoming period are shown below:

Successful Bidder:	Bid Amount Per Crew Hour	Stump Grinding Cost Per Inch of Stump Diameter
Pitts Lawn & Tree Service, Huxley, IA	\$54.10	\$3.12

The amount of this contract is to not exceed \$85,000. The FY 2022/23 budget includes \$120,000 for this work.

ALTERNATIVES:

1. Award the contract renewal for the FY 2022/23 Tree Trimming & Removal Program to Pitts Lawn & Tree Service, Huxley, IA, in an amount not to exceed \$85,000.
2. Do not award the contract renewal and attempt to purchase tree trimming on an as-needed basis.
3. Do not award the contract renewal and direct staff to solicit bids for FY 2022/23 Tree Trimming & Removal Program.

CITY MANAGER'S RECOMMENDED ACTION:

The approved FY 2022/23 operating budget for the Parks and Recreation Department includes \$120,000 for tree trimming and removal. The estimated cost of this contract is \$85,000. Staff has been pleased with the work Pitts Lawn and Tree Service has provided to the City specifically over the last three fiscal years.

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



MEMO

To: Mayor and Members of the City Council

From: City Clerk's Office

Date: April 12, 2022

Subject: Contract and Bond Approval

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

/alc

COUNCIL ACTION FORM

SUBJECT: ACCEPTANCE OF RELIABLE STREET ARTS CAPITAL GRANT PROJECT

BACKGROUND:

On March 8, 2022, the City Council approved a contract with Reliable Street, Inc. through the Arts Capital Grant Program. This program is open to individuals, non-profits, or businesses that propose projects which create, renovate, or improve a space for arts or artists (e.g., performance space, exhibition space, classrooms, demonstration space, studio space, etc.).

The contract with Reliable Street, in the amount of \$4,725, is to improve the Reliable Street Dance Studio with the purchase and installation of wall-length mirrors in the dance studio and a floor covering to go over the Marley floor when not in use to facilitate non-dance activities within the dance studio space.

Reliable Street has completed the improvements identified in the grant contract and is now requesting payment and closeout of the grant. Receipts and photo documentation of the completed improvements has been received, along with the required reimbursement request form.



ALTERNATIVES:

1. Accept completion and authorize final payment and closeout of the Art Capital Grant with Reliable Street, Inc. in the amount of \$4,725.
2. Refer this item back to staff for further information.

CITY MANAGER'S RECOMMENDED ACTION:

Reliable Street, Inc has completed the project described in its Arts Capital Grant, and all required documentation has been submitted.

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

COUNCIL ACTION FORM

SUBJECT: FINAL COMPLETION OF WATER TREATMENT PLANT DEHUMIDIFICATION PROJECT

BACKGROUND:

On January 12, 2021, City Council awarded a contract to Mechanical Comfort, Inc. in the amount of \$262,940 for the Water Treatment Plant Dehumidification Project. The dehumidification project involved insulating pipes, adding destratification fans in the high service pump room, and installing a variable frequency drive (VFD) on the fan in the slaker room. The project was bid as a lump sum and there were no change orders from the original contract price.

All work under this contract was completed in accordance with the plans and specifications. A copy of the Engineer's Certificate of Completion is attached. The revised project expense and project budget is shown below.

<u>Project Budget</u>	
FY 2018/19 CIP	\$ 400,000
<u>Project Expenses</u>	
Engineering	
Design	\$ 66,500
Bidding and Construction admin	\$ 11,500
<u>Construction Cost</u>	<u>\$ 262,940</u>
Total Expense	\$ 340,940

ALTERNATIVES:

1. Accept final completion of the Water Treatment Plant Dehumidification Project and authorize final payment, in accordance with the contract, to Mechanical Comfort, Inc.
2. Do not accept completion of the Water Treatment Plant Dehumidification Project at this time.

MANAGER'S RECOMMENDED ACTION:

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



Caring People ♦ Quality Programs ♦ Exceptional Service

MEMO

To: Mayor and City Council
From: Brian Phillips, Assistant City Manager
Date: April 12, 2022
Subject: Highway 30/Bandshell Lighting Colors in Support of Ukraine

At the March 22, 2022 City Council meeting, the Council directed staff to change the color of the lights along Highway 30 and at the Bandshell to yellow and blue, in support of the nation of Ukraine. The City Council further directed that staff place a discussion regarding this topic on the April 12 Council agenda, presumably so the Council can decide whether to extend the light show in support of Ukraine.

City staff does not have any specific light shows scheduled in the foreseeable future. Therefore, if the Council wishes to extend the Ukraine-themed light show through the late spring, there are no scheduling conflicts that would arise.

Staff Report

**UPDATE ON LOW-INCOME HOUSING TAX CREDIT (LIHTC) DEVELOPMENT
OPTIONS FOR MULTI-FAMILY HOUSING IN THE BAKER SUBDIVISION
(321 STATE AVENUE)**

April 12, 2022

BACKGROUND:

At its March 8, 2022 meeting, the City Council received an update regarding the 37-unit Low Income Housing Tax Credit (LIHTC) development agreement with Prairie Fire Corporation and Builder's Development Corporation (BDC) in the Baker Subdivision (321 State Avenue). The application to the state for 9% LIHTC funding was unsuccessful, thereby leaving a financial gap for the 37-unit project originally approved by the City Council (Attachment 1).

At that meeting, City Council directed staff to discuss with Prairie Fire what type of project could be built with an application for 4% LIHTC and local assistance of HOME funds and HOME American Rescue Plan (ARP) funds totaling \$2 million dollars. City Council wanted to further consider this option in order to see if the project could still begin later this year and not be delayed to 2023.

FINANCING UPDATE:

Prior to contacting Prairie Fire, staff reviewed its HOME grant funding availability and options. Staff concluded that to fulfill the City's funding commitment, the City should consider its current HOME allocation balance of \$1.53 million, plus a portion of the anticipated 2022-23 HOME allocation. The total anticipated 2022-23 HOME allocation is \$350,000; approximately \$262,000 of that amount would be available for programming. Therefore, the current HOME funding balance plus the programming portion of the anticipated 2022-23 allocation would total approximately \$1.8 million of HOME funds.

Staff also reviewed the guidelines for HOME ARP funds and how they could apply to the project to bring the City funding total to \$2 million. Approximately \$200,000 in HOME ARP funds were assumed to be able to be used for the project during the March discussion. **The program guidelines for use of HOME ARP funds are still unclear. Further research is required before staff could recommend committing a portion of the \$1.02 million in HOME ARP funds to this project. Therefore, staff recommends moving ahead without considering the use of HOME ARP funds at this time.**

City staff also analyzed the possibility of the additional funding source of state workforce housing tax credits. Eligibility rules of the state program will preclude applying for this incentive as the state will not allow for LIHTC projects to apply. **Based on this analysis, the total available funding identified at this time for the Baker Subdivision LIHTC project is \$1.8 million.**

OPTIONS:

Based upon the City Council discussion in March and City staff's assessment of the funding options for the project, staff consulted with Prairie Fire to determine its willingness in moving forward. Following the discussions with Prairie Fire, City staff believes there are two available options for City Council to consider:

Option 1 – Continue Partnership with Current Developer as a 4% LIHTC project with Local Assistance of Approximately \$1.8 Million of HOME funds

The developer analyzed an option for a reduced project of 30 affordable housing units and \$1.8 million of local assistance (Attachment 2). The design would follow the approved style of units and mix of apartments and townhomes. Reducing the total number of units would eliminate a building located in the south portion of the site; the buildings located along Tripp Street would remain as originally designed.

Prairie Fire stated that the project could still work at the \$1.8 million if the project is consistent with their projected construction costs, which are constantly changing. The developer has indicated that lumber prices have started to decline, and if they continue to decline, that will help sufficiently.

If the Council proceeded with the partnership with Prairie Fire in this option, Prairie Fire stated that they would pursue applying for the 4% credits through the Iowa Finance Authority (IFA). A commitment letter from the City stating that the funding for the 2022-23 HOME allocation would be coming in at a later date would be sufficient to proceed with that application. City staff expects that the developer would proceed with the 4% LIHTC application while work proceeds on a development agreement specifying funding, unit types, and developer obligations.

The City is required to provide a 25% local match to the HOME funds. To achieve this, the City may also need to consider using partial property tax abatement with the project, which potentially helps with the financing of the project. This detail would be determined at a later date with a development agreement.

The steps identified in this option are the best path if it is the desire to have a project break ground by fall 2022.

Option 2 – Request New Proposals

The current agreement with Prairie Fire was arrived at with the initial assumptions that the project would involve: 1) 37 units (32 affordable), 2) securing 9% LIHTC funding, and 3) City assistance in the form of the land and \$350,000 of HOME funds. Since the project did not receive a 9% LIHTC allocation in 2021, this agreement is not currently binding. Therefore, the City could choose to no longer pursue a project with Prairie Fire and BDC. Instead, the City would solicit new proposals.

Before doing so, a series of steps would need to occur. City staff would need to complete the 2022-23 Annual Action Plan for the use of CDBG and HOME Funds and integrate the HOME ARP funds into the 2020-21 Action Plan. Although final

allocations have not yet been received from HUD, staff anticipates being able to complete these plans for submittal on or by August 16, 2022.

Once the financial options would be known, the City Council would need to define what level of financial commitment it would make to the project and consider a new RFP. The two most likely scenarios would be to solicit new proposals in the summer of 2022 for either:

- 1) A competitive 9% LIHTC funding round that, if awarded, would begin in the spring of 2024, or
- 2) Non-competitive 4% LIHTC funding that is awarded in approximately 30 days.

With either option, Council would need to determine the amount of HOME funds that would be utilized to make the project successful. **If the City Council is willing to consider offering the \$1.8 million of local HOME funding at the outset of the proposal process (or some other amount greater than the \$350,000 offered in the original RFP), then a fresh proposal process would likely attract more competition. Additionally, a new proposal process would provide an opportunity for construction costs to potentially stabilize prior to negotiating a new agreement. This approach could also generate proposals that achieve a different number of total units.**

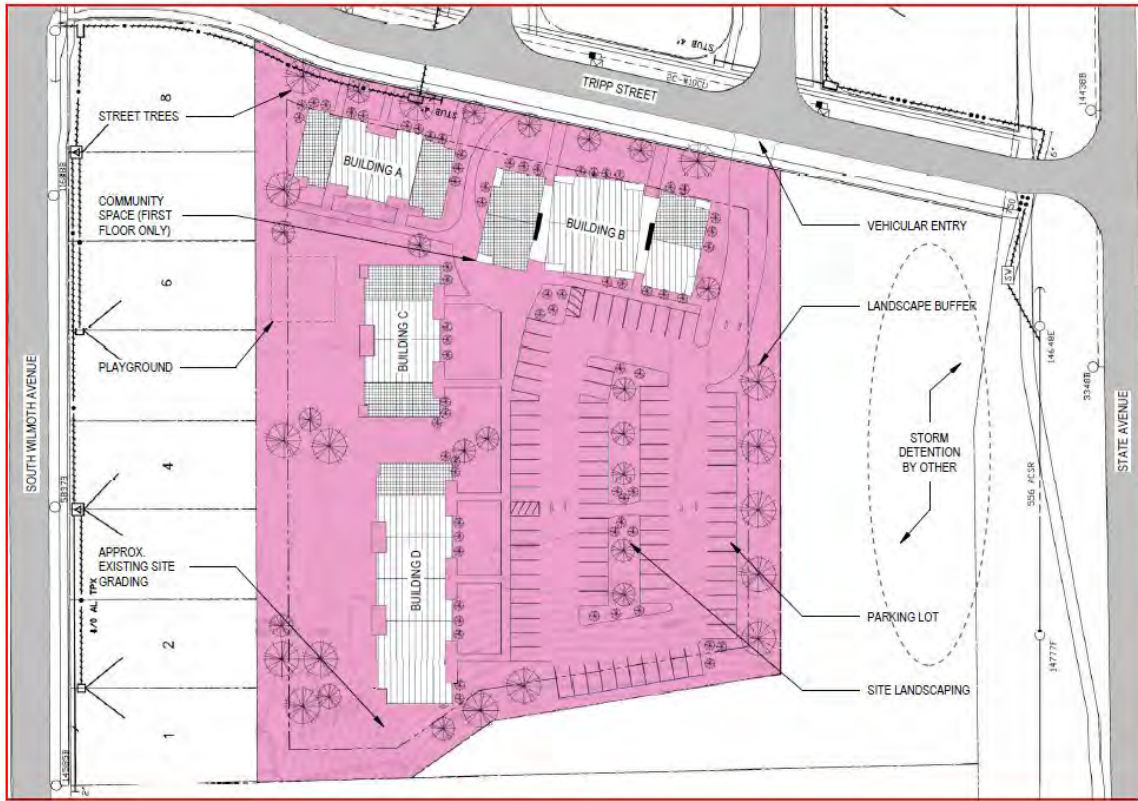
However, soliciting new proposals would likely delay the start of construction to 2023 or 2024. Additionally, there is no guarantee that satisfactory proposals will be received.

STAFF COMMENTS:

A variety of factors have complicated the choice regarding how to proceed with this project, including escalating costs and changes to revenue sources. **If City Council is willing to accept a 30-unit project and believes that starting the construction of a project this year is the priority, then the City Council should choose Option 1.** This option has the most certainty in that there is partner developer and project concept. With Option 1 staff would work with Prairie Fire to complete the LIHTC application and a development agreement.

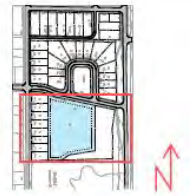
If the City Council does not favor a 30-unit project for the site, or would like to consider different multi-family proposals, it would choose Option 2. Option 2 would delay construction of an affordable housing project by at least one year, but it would allow for consideration of new proposals. Staff believes the City would need to increase its HOME funding from \$350,000 to a higher amount for a future project, likely approaching the \$1.8 million described for Option 1. However, there is uncertainty in any RFP process regarding whether the City will receive satisfactory proposals.

ATTACHMENT 1 – Approved 37-unit proposal layout 9% LIHTC Application



GENERAL NOTES:

- UNIT MATRIX - (37) UNITS TOTAL
 - (8) 2 BEDROOM TOWNHOMES
 - (15) 2 BEDROOM APARTMENTS
 - (5) 3 BEDROOM TOWNHOMES
 - (9) 3 BEDROOM APARTMENTS
- PARKING: (87) REQUIRED
(87) PROVIDED
- COMMUNITY ROOM: (1) PROVIDED

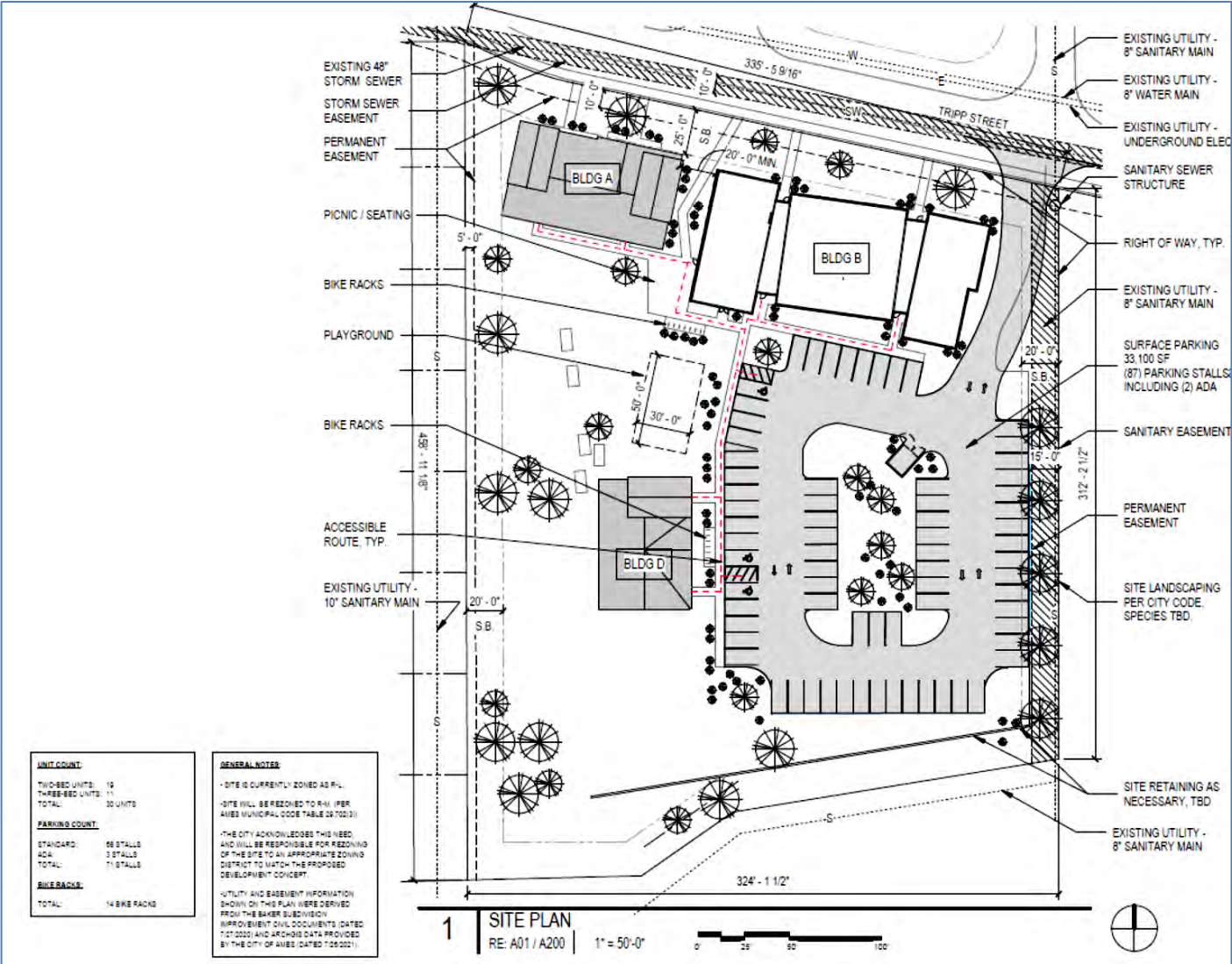


CONCEPT SITE - 1" = 60'-0" | 1



TRIPP STREET PERSPECTIVE - NTS | 2

ATTACHMENT B – 30-Unit Site Proposal Layout



UNIT COUNT:	
TWO-BED UNITS:	19
THREE-BED UNITS:	11
TOTAL:	30 UNITS
PARKING COUNT:	
STANDARD:	86 STALLS
ADA:	2 STALLS
TOTAL:	88 STALLS
BIKE RACKS:	
TOTAL:	14 BIKE RACKS

GENERAL NOTE:

- SITE IS CURRENTLY ZONED AS R-L.
- SITE WILL BE REZONED TO R-4H (PER AIBS MUNICIPAL CODE TABLE 20.702.01)
- THE CITY ACKNOWLEDGES THIS NEED, AND WILL BE RESPONSIBLE FOR REZONING OF THE SITE TO AN APPROPRIATE ZONING DISTRICT TO MATCH THE PROPOSED DEVELOPMENT CONCEPT.
- UTILITY AND EASEMENT INFORMATION SHOWN ON THIS PLAN WERE DERIVED FROM THE BAKER SUBDIVISION IMPROVEMENT CIVIL DOCUMENTS DATED 7/17/2020 AND ARCHIBUS DATA PROVIDED BY THE CITY OF AIBS, DATED 1/28/2021.

COUNCIL ACTION FORM

SUBJECT: TAX INCREMENT FINANCING REQUEST FOR SMALL LOT INDUSTRIAL DEVELOPMENT SUBDIVISION LOCATED AT 2105 & 2421 DAYTON AVENUE

BACKGROUND:

At the March 22, 2022, meeting, the City Council reviewed the request from the developers who own 72.99 acres along Dayton Road for a Tax Increment Financing (TIF) incentive of up to \$2.6 million to help pay for infrastructure components of a 13 small lot industrial subdivision.

At this meeting, City staff presented its recommendations for the terms and conditions for a development agreement which had been negotiated with the developer over a number of weeks of discussions. As is the case with most negotiations there was give and take by both parties regarding terms that could be agreed to in a final document. At the time of writing the Council Action Form on March 18, 2022 the staff believed both parties were in agreement with the proposed terms. It was hoped that the City Council would review proposed terms at the March 22 meeting and direct staff to finalize a development agreement for Council approval at an upcoming meeting.

At the March 22 meeting, however, the developer indicated that he just became aware of the meaning of the inclusion of an “annual appropriation clause” and voiced his concern about including this clause in the proposed development agreement. This clause allows the City to annually appropriate an agreed upon payment of the TIF rebate to the developer for each year identified in an agreement. However, it does not obligate future City Councils to appropriate the funds in a future budget if it does not decide to do so.

If this language is not included, then the TIF agreement binds the Council for the life of the TIF to make the rebate payments to the developer, and therefore the amount of the payments is considered the same as a debt and would be a factor both in the City’s credit rating and legal capacity to take on future debt. This appropriation provision was recommended by the City’s bond attorney more recently in the City’s TIF developer rebate agreements to ensure the commitment to rebate the future incremental tax receipts to the developer is not considered debt. A check of state records indicates this type of appropriation clause is being used more recently by other cities as well.

The developer is concerned that the clause would allow a future City Council to take action to eliminate the rebate in any given year and deny the revenue that the developer had relied upon to use for repayment of the cost of upfront the

subdivision infrastructure.

In an attempt to solve this impasse, the City Council directed staff to continue to negotiate with the developer regarding this one issue, the annual appropriation clause. Based on input the City Council received from the developer, it is believed if this one issue can be resolved, the remaining recommended terms from the staff are satisfactory and a formal development agreement can be created for both parties to approve.

THREE TYPES OF TIF FINANCING MODELS:

To understand the implications of including or excluding an appropriation clause in the TIF agreement, it is necessary to understand the different models of TIF incentive. There are three basic models for a city to deploy a TIF incentive for a developer:

Model 1: TIF Used to Generate Revenues to Reimburse the City for the Cost of Basic Subdivision Infrastructure that will be Owned by the City

This model is used by a city to pay the cost to install the basic subdivision infrastructure that is traditionally a cost incurred by the developer. These elements typically include components such as streets, water, sewer, electric improvements.

Under this scenario, the city takes on the responsibility of constructing and paying for these elements with the justification that these improvements will become city facilities. Typically, bond or utility funds are “borrowed” to upfront the payment for the cost of these infrastructure elements with the incremental TIF revenues generated from the project used as funding sources to repay the installation costs.

The City has participated in this TIF model when partnering with the developers of the Community Industrial Park on South Bell Avenue and the ISU Research Park.

Model 2: TIF Revenue Used to Fill a Gap in the Developer’s Project Pro-Forma by Rebating the Incremental Tax Revenues to the Developer

Under this model the subdivision-related infrastructure improvements are not needed. Therefore, the City rebates the incremental tax revenues generated by A new project to a developer to fund the projected financing gap for a project (mostly vertical improvements) as evidenced by their project pro-forma statement.

Examples of this model utilized by the City include the Kingland and Barilla projects.

Model 3: TIF Used to Generate Revenues to Reimburse the Developer For the Cost of Basic Subdivision Infrastructure that will be Owned by the City

In this model, the developer pays to install the basic City subdivision infrastructure elements, and the incremental TIF revenues generated from the project are used to

repay the developer for those costs.

This is the model being requested by the developer for this small lot industrial development. The City has had no prior experience with this approach.

It is important to note that in the case of Model 2 and 3, the obligation required in a development agreement to rebate the TIF revenues to the developer becomes a debt on the part of the City that counts against the City debt capacity. The inclusion of an annual appropriation clause in the development agreement for these two rebate strategies eliminates this obligation as a debt to the City.

RATIONALE FOR FOREGOING AN APPROPRIATION CLAUSE:

After further conversations with the developer, City staff has agreed to recommend to the City Council that the requirement for an annual appropriation clause be excluded from the final agreement. The rationale for this exclusion is based on the following points:

First, it appears that the City Council still believes that the creation of small industrial lots is an important goal that is worthy of offering a TIF incentive. It is important that this specific incentive help address a priority of the Council and is not just offered in response to a developer's request for assistance.

Second, assuming that the City Council is willing to offer a TIF incentive for this project, the more traditional Model 1 (whereby the City would upfront the cost of installing the basic public subdivision infrastructure of streets, water, sewer, and streetlights reimbursed with the incremental property tax receipts from the buildings constructed in the subdivision) would have been supported by City staff. **Had Model 1 been selected, it would have resulted in the total amount of these infrastructure costs being charged against the City's debt capacity.**

Third, by pursuing Model 3 without the appropriation clause (as requested by the developer), the City is still using TIF to pay for the basic City public subdivision infrastructure. These costs will still count against the City's debt capacity, but the risk for receiving repayment from TIF proceeds is shifted from the City to the developer.

Therefore, in this particular situation, the elimination of an annual non-appropriation clause can be supported. Once built, the basic public subdivision infrastructure will be owned by the City and, like in Model 1, the TIF rebate obligation will become a debt of the City, thus reducing our debt capacity.

Staff is sensitive to the implications this decision to eliminate the non-appropriation clause may have for future TIF projects, such as the pending Lincoln Way redevelopment project. It should be emphasized that what is being proposed for the Lincoln Way development is different. In that project, no basic public subdivision infrastructure is needed, and a TIF incentive is being

requested to fill a projected project funding gap as a catalyst project, similar to the Kingland experience.

TIF INCENTIVE:

As reported previously, the Staff had hoped to place into the final agreement the maximum amount of TIF incentive that will be offered to the developer. Based on the information that was presented, the appropriate amount would be \$2.6 million. Because of the uncertainty of construction prices and material delivery delays, the developer was rightfully concerned with committing to a final total at this time. Therefore, it was agreed during our most recent discussions that the best course of action would be to wait until the developer takes formal bids for the public subdivision infrastructure sometime in early this summer at the time of preliminary plat approval to finalize our development agreement with a maximum TIF incentive total when the actual costs are known. **As a result of this change, a final agreement will not be brought before the City Council for approval until early summer.**

The TIF rebate to developer will be for actual cost or up to the maximum amount agreed to after the bids are accepted for installing the street, water, sewer, streetlights, etc. within the subdivision as well as the turning lanes along Dayton Road, whichever is less, with verification by City Staff after review of actual bills.

PROPOSED DEVELOPMENT AGREEMENT TERMS:

City Staff has negotiated many of terms that have been successfully included in previous TIF Developer Agreements for both Models 1 and 2. Because of the uniqueness of Model 3, the final terms of a development agreement will be different from those reflected in previous TIF agreements. A full list of terms and conditions was included in the March 22nd Report. A summary of the major terms are as follows:

Subdivision Size

A 72.99 acre site (of which 50 acres are developable) with 13 total lots of which 7 lots will be less than 3 acres and 6 lots will be more than 5 acres.

TIF Duration

The developer will be entitled to receive the TIF revenues up to maximum amount agreed to or until June 2035, whichever comes first.

Spec Building Construction Timeline

The first spec building must be completed by September 2023. Subsequent spec buildings must be completed within 18 months of lease, sale, or occupancy of previous spec building.

Spec Building Size

Each spec building must have a minimum of 10,000 square feet.

Spec. Building Value

Each spec building must have a minimum shell value of \$500,000.

Penalties For Failure To Complete Spec Building As Required for Time, Value, and Size

Failure to complete the spec buildings as required for completion time, minimum size, and minimum value will require a \$15,000 penalty for first time and \$20,000 penalty for each subsequent failure.

Agricultural Classification

Agricultural classification will be allowed only for the six large lots over 5 acres, unless sold to a third party.

Industrial Tax Abatement

The Industrial Tax Abatement, for uses that qualify, will be available for the 6 lots greater than 5 acres. Property owners will not be allowed to seek tax abatement on the 7 lots less than 3 acres.

Land Price Ceiling

There will be a sale price cap of \$2.50 per sq. ft. (\$108,900 per acre) for every lot in the subdivision, with an allowed increase in the sale cap of 5% every July 1st beginning on July 1, 2023.

Minimum Improvement Value

The assessed value of every principal building constructed must equal to, at least, \$350,000 or more per acre of the individual site.

Use Limitations

There is a prohibition of principal uses of outdoor storage, mini-storage, and salvage.

Design

The final agreement will include design parameters as covenants related to building materials, with a focus on views from the street.

ALTERNATIVES:

1. If the City Council believes the proposed terms highlighted above are satisfactory and the amount of the incentives being offered through TIF and Industrial Tax Abatement are justified, then direct Staff to prepare a development agreement that includes these terms for approval in early fall.
2. Direct Staff to prepare a development agreement that reflects terms other than those highlighted above.
3. If the City Council believes the amount of incentives being offered through TIF and Industrial Tax Abatement are excessive in relation to the magnitude of

benefit received from this project, decide not to move ahead to prepare a development agreement for a TIF incentive related to this project.

Under this alternative, the developer still will be allowed to proceed with the development of this subdivision with the assistance of an Industrial Tax Abatement incentive.

CITY MANAGER'S RECOMMENDATION:

With the exclusion of the annual appropriation clause, the staff and developer now are in support of all the other the major terms highlighted above. Therefore, it is the recommendation of the City Manager that the City Council support Alternative #1 and direct staff to prepare a development agreement that includes these terms for City Council approval in early fall.

It should be emphasized that when the actual costs related to the basic subdivision improvements are determined by the developer this summer through their bidding process, both the City Council and developer will have the opportunity to decide at that time whether or not the projected costs warrant continuing to proceed with the project.

COUNCIL ACTION FORM

**SUBJECT: REQUEST TO NAME THE INDOOR AQUATIC CENTER,
THERAPEUTIC POOL, AND ZERO-DEPTH ENTRY POOL
AND PLAY STRUCTURE**

BACKGROUND:

City Council has decided to move forward with the construction of an Indoor Aquatic Center (IAC) at 122 North Oak Avenue. A component of this process has been to solicit \$10 million in donations to offset the costs of the project and lessen the burden to the Ames taxpayers. The City has \$2 million from the Geitel Winakor estate to be used for this purpose. Additionally, Dan Culhane, President and CEO of the Ames Chamber of Commerce, graciously agreed to raise the remaining \$8 million. Thus far, Dan has raised over \$8 million and continues to solicit additional donations.

There are three donors that have requested naming opportunities as part of their donations. To process these requests, the City does have a Parks and Recreation Naming Policy and is shown in Attachment A. There are three categories in which a park, facility, or major feature can be named:

Historic Events, People, and Places

The history of a major event, place or person may play an important role in the naming or renaming of a park as communities often wish to preserve and honor the history of a city, its founders, other historical figures, its Native American heritage, local landmarks and prominent geographical locations, and natural and geological features through the naming of parks.

Outstanding Individuals

The City has benefited, through its evolution, from the contributions made by many outstanding individuals. This category is designed to acknowledge the sustained contribution that has been made by such individuals to the City and/or the development and management of the City's park and recreation system.

Major Donations

Over the years, the City of Ames Parks and Recreation Department has benefited from the generosity of some of its residents, businesses, and foundations. On occasion, the significance of such donations has warranted consideration being given to requests from either the donor or another party to acknowledge such donations by naming.

In order for a naming request to be considered, an application must be completed and submitted to the Parks and Recreation Director. For Major Donations, a request from the donor will substitute for an application being submitted. The Director then reviews the application/request and makes a recommendation to the Parks and Recreation Commission, who in turn make a recommendation to City Council. A final decision regarding the naming request will be made by the Council.

NAMING REQUESTS:

Regarding major donations, the naming policy includes the following:

From time to time, a significant donation may be made to the City that will add considerable value to the City's park and recreation system. On such occasions, recognition of this donation by naming/renaming a park, recreation facility, and/or major feature in honor of or at the request of the donor will be considered.

The City Council may use its discretion as to what dollar amount is worthy of naming rights for individual projects, on a case by case basis.

Donors seeking naming rights for major donations with respect to an individual should follow the principles outlined in 4.b. Exceptions to this will be considered on their own merits.

Naming parks and/or recreational facilities with a company name is not permitted, however, company names will be considered for Major Features. Corporate logos, insignias, brands or direct advertising text shall not be permitted.

As mentioned earlier, there are three donors who are requesting naming opportunities. All three of these donors had also made pledges to the Healthy Life Center. Information regarding the donors, their donation amount, and the naming request is shown below.

Indoor Aquatic Center Naming

Mary and Rich Fitch have pledged \$3 million and requested the facility be named the "Fitch Family Indoor Aquatic Center". Mr. and Mrs. Fitch had previously pledged \$3 million dollars to the Healthy Life Center (project not approved) and the Aquatic portion of that facility was going to be named after the Fitch Family.

Therapeutic Pool Naming

Mary Greely Medical Center (MGMC) has pledged \$4 million and is requesting the Therapeutic Pool be named the "Mary Greely Medical Center Therapeutic Pool". MGMC had pledged to the Healthy Life Center and was going to be a tenant in the facility and provide therapy services in their dedicated space.

Zero-Depth Entry Pool and Play Structure

Fareway Stores has pledged \$500,000 and requested the Zero-Depth Entry Pool and Play Structure be named the "Fareway Fun Zone". They also had committed a substantial amount to the Healthy Life Center.

It should be noted these three donors and all other donors will also be recognized on a donor wall within the facility.

PARKS AND RECREATION COMMISSION ACTION:

At its March 31, 2022 Special Meeting, the Parks and Recreation Commission discussed this topic and voted 6-0 to recommend City Council approve these naming requests. The Commission also directed staff to research whether there should be a feature named in memory/honor of Geitel Winakor since her donation of \$2 million is being used for the construction of the Indoor Aquatic Center. Staff is doing research on this and will bring a recommendation to the Commission at its April 21 meeting.

ALTERNATIVES:

1. City Council approve:
 - a) Naming the Indoor Aquatic Center the “Fitch Family Indoor Aquatic Center”.
 - b) Naming the Therapeutic Pool the “Mary Greely Medical Center Therapeutic Pool”.
 - c) Naming the Zero-Depth Entry Pool and Play Structure the “Fareway Fun Zone”.
2. City Council not approve the request to name the Indoor Aquatic Center, Therapeutic Pool, and Zero-Depth Entry Pool and Play Structure.

It should be stated that this alternative would reduce the amount of donations and jeopardize moving forward with the project.

3. Refer back to staff.

CITY MANAGER’S RECOMMENDED ACTION:

Since the Parks and Recreation Naming Policy was approved in 2016, several requests have been received. Each of these requests have been reviewed with the naming policy used as guide for decision making. The Indoor Aquatic Center requests fall into the Major Donation category shown in 3.C. of the policy and that criteria must be evaluated.

As mentioned in the naming policy regarding major donations, the City Council may use its discretion as to what dollar amount is worthy of naming rights for individual projects, on a case by case basis. For historical purposes, the following examples are given:

- Helen Daley received naming rights for Daley Park by donating \$100,000 or 38% of the total project cost.
- Don and Ruth Furman donated \$2,000,000 or 21% of the total project cost for naming rights of the Furman Aquatic Center. Since only \$1,000,000 of that donation went towards construction, their donation equals 10.5% of the total project cost. The other \$1,000,000 went into a fund for future expansion and maintenance projects.
- Tahira and Labh Hira donated \$50,000 (37% of the total project cost) for the naming of Tahira and Labh Hira Park.

In comparison, the total project cost for the Indoor Aquatic Center is estimated at approximately \$30.2 million. For naming the facility, the Fitch's donation is approximately 10% of the total project cost. Mary Greely Medical Center's and Fareway's requests are for Major Features and since final design has not begun, it is difficult to estimate the percentage of the total feature cost for the MGMC and Fareway donations.

None of the three donors are requesting the facility or feature be named after an individual so that portion of the policy does not apply.

The last component of the policy states, naming parks and/or recreational facilities with a company name is not permitted, however, company names will be considered for Major Features. Corporate logos, insignias, brands or direct advertising text shall not be permitted. The naming requests presented comply with this section.

These three major donations/pledges, as well as all the donations/pledges, for the Indoor Aquatic Center are very much appreciated and show the commitment these individuals and organizations have to improving the quality of life in Ames. All told, the total donations will account for approximately 33% of the estimated funding needed for this project. The Fitch's, MGMC's, and Fareway's generosity represent a majority of that amount.

Therefore, it is with extreme gratitude that the City Manager's recommendation is for the City Council to approve Alternative #1 as stated above.



515 Clark Ave - Ames, IA 50010
Phone: 515-239-5350
Fax: 515-239-5355
www.amesparkrec.org

Naming Request Application

Requested by: _____

Address: _____

City, State Zip: _____

Phone: _____

PARK NAMING REQUEST

I request a park to be named or renamed .

Current Park Name: _____

Proposed Park Name: _____

Park Location: _____

(Please attach a description/map showing the location and boundaries of the park.)

RECREATION FACILITY NAMING REQUEST

I request a recreational facility to be named of renamed.

Current Facility Name: _____

Proposed Facility Name: _____

Facility Location: _____

(Please attach a description/map showing the location of the facility.)

MAJOR FEATURE NAMING REQUEST

I request a major feature be named or renamed.

Major Feature: _____

Proposed Feature Name: _____

Major Feature Location: _____

(Please attach a description/map showing the location of the major feature.)

Please attach the following documentation as a part of this application.

- A. The reason(s) for the proposed name.
- B. Written documentation indicating a certification of character and community support for the proposed name. (i.e. letters of support, petitions, etc.)
- C. If proposing to rename a park, recreational facility , or major feature, include justification for changing an established name.
- D. If proposing to name a park, recreational facility, or major feature for an outstanding individual, include documentation of that individual's significant contribution in regards to the Ames Park System, City of Ames, State of Iowa and or the Nation.

I certify that the statements made in this application and any attachments are true to the best of my knowledge. I understand that the Parks and Recreation Director will assess and authenticate any information provided in this application pursuant to the Parks and Recreation Naming Policy. I also understand once submitted, this application and any findings during the authentication process will become part of the public record and will continue to be part of the public record whether the application is approved or denied.

Signature of Applicant

Date

OFFICE USE ONLY

Date Received: _____

Signature: _____

Notes:

PARKS AND RECREATION NAMING POLICY

1. INTRODUCTION

The naming or renaming of parks and recreational facilities is a complex and sometimes emotionally evocative since assigning a name is a powerful and permanent identity for a public place and/or facility. The naming and renaming of parks and/or recreational facilities often requires significant resources in terms of changing names on signs, maps, and literature. In addition, excessive and constant name changing can be the source of confusion to the public. The purpose of this policy is to provide guidance to those that have an interest in the naming and or renaming of the City's parks and/or recreational facilities.

2. DEFINITIONS

a. **Naming:**

The permanent name assigned by City Council to a given park or recreational facility.

b. **Parks:**

All traditionally designed parks, gardens, natural open spaces, woodlands, and specialized parks under the stewardship of the City of Ames Parks and Recreation Department.

c. **Recreational Facilities:**

Major structures such as community centers, swimming pools, and enclosed pavilions located within lands under the stewardship of City of Ames Parks and Recreation Department.

d. **Major Features:**

Major permanent components of park and recreational facilities, e.g. sports fields, tennis courts, playgrounds, shelters, fountains, artwork, or physical features (lakes). Rooms within buildings are considered to be Major Features.

e. **Amenities:**

Smaller furnishings and facilities in the parks and recreation system (e.g. benches, drinking fountains, tables, etc.). Amenities are not formally named. Recognition for donated amenities is possible.

f. **Donations:**

A donation of property, goods or cash generally with no expectation of return. If the gift is contingent upon a special request, it is made subject to "condition."

3. POLICY STATEMENT

It is the policy of the City of Ames Parks and Recreation Department to reserve the name or renaming of parks, recreational facilities, and/or major features for

circumstances that will best serve the interests of the city and ensure a worthy and enduring legacy for the City's park and recreation system.

To this end, the City of Ames Parks and Recreation Department supports consideration of naming requests within the following broad categories.

a. Historic Events, People, and Places

The history of a major event, place or person may play an important role in the naming or renaming of a park as communities often wish to preserve and honor the history of a city, its founders, other historical figures, its Native American heritage, local landmarks and prominent geographical locations, and natural and geological features through the naming of parks.

b. Outstanding Individuals

The City has benefited, through its evolution, from the contributions made by many outstanding individuals. This category is designed to acknowledge the sustained contribution that has been made by such individuals to the City and/or the development and management of the City's park and recreation system.

c. Major Donations

Over the years, the City of Ames Parks and Recreation Department has benefited from the generosity of some of its residents, businesses, and foundations. On occasion, the significance of such donations may warrant consideration being given to requests from either the donor or another party to acknowledge such donations by naming.

4. GUIDING PRINCIPLES

a. Naming/renaming for Historic Events, People, and Places

When considering naming a park, recreational facility, or major feature after events, people and places of historic, cultural or social significance, requests must demonstrate this significance through research and documentation and show there is continued importance to the city, region, state, and/or nation.

b. Naming/renaming for Outstanding Individuals

A park, recreational facility, or major feature may be named for an outstanding individual who has made a significant contribution to the Ames parks and recreation system, the City of Ames, the State of Iowa, or the nation. In addition to societal contributions, the moral character of the individual must be considered. When considering requests, it is preferred that the individual has a connection to the park, recreational facility, or major feature being requested to be named.

c. Naming/Renaming for Major Donations

From time to time, a significant donation may be made to the City that will add considerable value to the City's park and recreation system. On such occasions, recognition of this donation by naming/renaming a park, recreation facility, and/or major feature in honor of or at the request of the donor will be considered.

The City Council may use its discretion as to what dollar amount is worthy of naming rights for individual projects, on a case by case basis. Likewise, City Council can use its discretion as to whether or not to allow for corporate naming/renaming rights. Corporate logos, insignias, brands or direct advertising text shall not be permitted.

Donors seeking naming rights for major donations with respect to an individual should follow the principles outlined in 4.b. Exceptions to this will be considered on their own merits.

d. Renaming a park, recreational facility, and/or major feature

Proposals to rename parks, recreational facilities, and/or major features whether for a major gift or community request are not encouraged. Likewise, names that have become widely accepted by the community will not be abandoned unless there are compelling reasons and strong public sentiment from the broader community for doing so. Historical or commonly used place names will be preserved wherever possible.

e. Other Considerations

When naming/renaming a park, recreational facility, and/or major feature, does the proposed name engender a strong positive image, have historical, cultural or social significance for future generations, and have broad public support?

To minimize confusion, parks will not be subdivided for the purpose of naming unless there are readily identifiable physical divisions such as roads or waterways. However, naming of specific major recreational facilities within parks will be permitted; under these circumstances such names should be different to the park name to avoid user confusion.

All signs that indicate the name of a park and/or recreational facility shall comply with City of Ames graphic and design standards. Specialized naming signage will not be permitted.

City of Ames Parks and Recreation Department reserves the right to rename any park, recreational facility, and/or major feature if the person for whom it is named turns out to be disreputable or subsequently acts in a disreputable way.

5. PROCEDURES

These procedures have been established to ensure that the naming or renaming of parks, recreational facilities, and/or major features is approached in a consistent manner.

a. Requests for naming/renaming of parks, recreational facilities and/or major features

All requests for the naming or renaming of a park, recreational facility, and/or major feature shall be made by submitting a Naming Application to the Director of Ames Parks and Recreation.

The Naming Application will contain the following minimum information:

1. The proposed name
2. Reasons for the proposed name
3. Written documentation indicating a certification of character and community support for the proposed name (e.g. letters of support, petitions, etc.)
4. If proposing to name a park, include a description/map showing location and boundaries of the park
5. If proposing to name a recreational facility or major feature within a park, include a description/map showing the location of the facility.
6. If proposing to rename a park, recreational facility, or major feature, include justification for changing an established name.
7. If proposing to name a park, recreational facility, or major feature for an outstanding individual, include documentation of that individual's significant contribution in regards to the Ames park system, the City, State and/or Nation

b. Assessing and approving naming/renaming requests

Upon receipt of a naming request by Ames Parks and Recreation, the Parks and Recreation Director shall:

1. Review the proposed request for its adherence to the Parks and Recreation Naming Policy.
2. Ensure that supporting information has been authenticated, particularly when an individual's name is proposed
3. Seek input from relevant neighborhood association(s), historical groups, and other organizations, if deemed appropriate

The Parks and Recreation Director will then present a recommendation regarding the naming request at a public meeting to the Parks and Recreation Commission. At this meeting, the Parks and Recreation Commission will develop their own recommendation regarding the request to be presented to City Council.

c. Final decision by City Council

The Parks and Recreation Commission's recommendation regarding the naming/renaming request, along with the Parks and Recreation Director's recommendation if different, will be presented to the City Council at a public meeting for a final decision.

COUNCIL ACTION FORM

SUBJECT: MOORE MEMORIAL WEST LAND RETIREMENT GRANT FUNDING

BACKGROUND:

In 1987, the City developed the eastern portion of what had been a 90-acre farm into Moore Memorial Park. The former farm property located west of loway Creek was not developed and has since been rented to Iowa State University for agricultural research. Staff has identified “land retirement” of the western portion as an opportunity to promote the City’s sustainability goals. Land retirement is the conversion of land from row crop agriculture to perennial native vegetation.

In May 2021, staff contracted with ISG to design a land retirement plan. ISG worked with Water & Pollution Control, Parks & Recreation, and Public Works staff throughout the remainder of 2021 and provided a Land Retirement Plan that addressed the City’s goals of: improved water quality and stormwater management; habitat creation/protection; and improved opportunities for passive recreation. **The recommended action from ISG was to convert the site from row crop agriculture to perennial native vegetation.**



Project Location

The Iowa Nutrient Reduction Strategy recognizes that ‘land retirement’ conservation practices can typically achieve a 75% phosphorous reduction and 85% nitrate reduction. The nutrient reductions accomplished by the Moore Memorial West land retirement will be ‘banked’ as credit toward any future, more stringent nutrient reduction requirements imposed on the Water Pollution Control Facility.

In January 2022, Water & Pollution Control Department staff submitted a Water Infrastructure Fund grant application to the Iowa Finance Authority. **Recently, staff was notified that the grant request for \$61,500 had been approved.** This grant funding would cover the mobilization, clearing/grubbing, and seeding/fertilization costs associated with the conversion to perennial native vegetation.

The Engineer’s Opinion of Probable Cost for conversion of row crop to perennial native vegetation is \$69,000. The remainder of the project cost will be covered by the \$200,000 budgeted in the FY 2021/22 Watershed-Based Nutrient Reduction CIP account. The

project bid documents will be prepared in-house in partnership with the Parks and Recreation Department, so there will be no additional fees for outside engineering. Future amenities such as trails would be funded out of other City programs.

The requested action by Council is to approve the grant agreement with the Iowa Finance Authority. A Notice to Bidders will be issued at a later date.

ALTERNATIVES:

1. Approve a resolution to enter into the grant agreement with the Iowa Finance Authority in the amount of \$61,500.
2. Do not enter into a grant agreement at this time.

CITY MANAGER'S RECOMMENDED ACTION:

Converting the land west of Moore Memorial Park from row crop to perennial native vegetation would provide improvements to water quality and stormwater management, create native habitat, and improve passive recreation opportunities for Ames residents. Grant funding provided by the Iowa Finance Authority would cover a majority of the costs associated with converting this land to perennial native vegetation.

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

WATER INFRASTRUCTURE FUND

Grant Agreement



WIF AGREEMENT NUMBER: _____

PARTICIPANT: _____

AWARD AMOUNT: _____

AWARD DATE: _____

GRANT AGREEMENT (the “Agreement”) made as of ____ day of _____, 2022 by and between the IOWA FINANCE AUTHORITY (the “Authority” or “IFA”), 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, and _____ the (“Participant”), located at _____, (Individually, a “Party”, Jointly, the “Parties”) effective as of the Award Date stated above.

RECITALS

WHEREAS, the American Rescue Plan Act of 2021 was signed into law on March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to state, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the State of Iowa received a grant from the SLFRF; and

WHEREAS, the State of Iowa established the Water Infrastructure Fund (“WIF”) to administer a portion of the SLFRF funds received by the State of Iowa; and

WHEREAS, the Authority is directed to receive, administer, and disburse funds from the WIF; and

WHEREAS, the Participant submitted an application for WIF funding for a project (“the Project”) which is more fully described in Appendix A to this agreement;

WHEREAS, the Participant’s application for WIF funding has been reviewed and approved by the Authority; and

WHEREAS, in approving the application submitted by the Participant, the Authority has relied upon the representations of proposed Project activities, cost estimates, and other material information contained therein; and

WHEREAS, the Authority desires to disburse grant funds (the “Grant”) to the Participant for eligible purposes related to the Project, which Grant is more fully described in Appendix A to this Agreement; and

WHEREAS, the Participant accepts the Grant upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

ARTICLE I DEFINITIONS

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

- A. “ARPA” means the American Rescue Plan Act of 2021.
- B. “Agreement” refers to this grant agreement.
- C. “Allowable Expenses” shall mean costs directly incurred by the Participant for the design, development, or construction of the Project that are eligible for reimbursement as determined by the Authority based on the provisions of ARPA and U.S. Department of Treasury guidance, rules, and regulations.
- D. “Authority” means the Iowa Finance Authority.
- E. “Grant” means the award from the Water Infrastructure Fund to the Participant for eligible Project activities.
- F. “Participant” means the eligible recipient of the Water Infrastructure Fund Grant, and may be an individual, a non-profit or for-profit corporation, a municipality or other governmental body.
- G. “Project” means new or existing eligible government services or investments funded in whole or in part by SLFRF funding. The U.S. Department of the Treasury’s guidance aligns eligible WIF projects with the Environment Protection Agency’s (EPA) Clean Water State Revolving Fund and Drinking Water State Revolving Fund’s list of eligible projects.
- H. “SLFRF” means State and Local Fiscal Recovery Funds, which were established by the American Rescue Plan Act of 2021.
- I. “WIF” means the Water Infrastructure Fund.

ARTICLE II USE OF FUNDS

The Participant shall use the Grant only for eligible uses related to the Project, in accordance with this Agreement and any applicable state or federal law including, but not limited

to, the American Rescue Plan Act of 2021 (“ARPA”), and any guidance, rules or regulations issued by the US Department of the Treasury related to ARPA.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PARTICIPANT**

To induce the Authority to make the Grant referred to in this Agreement, the Participant represents and warrants that:

A. The Participant is duly authorized and empowered to execute and deliver the Agreement. All required actions on the Participant’s part, such as appropriate resolution of its governing board or council for the execution and delivery of the Agreement, have been effectively taken.

B. All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter and related materials, and no material adverse change has occurred since the Application was submitted to the Authority.

C. The contents of the Application the Participant submitted to the Authority for a WIF Grant is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Participant since the date the Participant submitted the Application to the Authority.

D. There are no actions, lawsuits or proceedings pending or, to the knowledge of the Participant, threatened against the Participant affecting in any manner whatsoever its right to execute the Agreement or to otherwise comply with the obligations of the Agreement. There are no actions, lawsuits, or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Participant, threatened against or affecting the Participant or any property involved in the Project.

**ARTICLE IV
COVENANTS OF THE PARTICIPANT**

The Participant covenants and agrees with the Authority that:

A. The Participant will use the Grant to acquire, construct, and equip the Project, in accordance with any applicable state or federal law including, but not limited to, the American Rescue Plan Act of 2021; any guidance, rules or regulations issued by the U.S. Department of the Treasury; and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Appendix B. The Participant will use the Grant for no other purpose without the prior written consent of the Authority.

B. The Participant agrees to undertake and complete the Project in a timely manner and to receive and expend the Grant in accordance with this Agreement.

C. The sum of the Grant and other moneys on hand or available lawfully to the Participant are sufficient to complete the Project, and the Participant understands that the Authority is not in any manner obligated to provide additional grants or any other funds for the Project.

D. The Project is reasonably expected to be completed not later than eighteen (18) months after the date of this Agreement. In the event (1) physical construction of the Project has not commenced pursuant to a duly bid and awarded construction contract within six (6) months after the date to this Agreement or (2) the Authority, in its discretion, shall determine that construction of the Project has been abandoned by the Participant, upon notice given to the Participant by the Authority, any further disbursement of the Grant funds may be terminated and any Grant funds paid to the Participant shall be repaid by the Participant to the Authority within 90 days or such longer period agreed to by the Authority.

E. The Participant will report to the Authority on the Participant's expenditure of the Grant and the status of the Project on the first day of the quarter following the date of this Agreement and on the first day of every quarter thereafter until the Participant completes the Project. At the time the Participant completes the Project, the Participant will provide promptly to the Authority a final report (the "Final Report"). All reports to the Authority will be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.

F. The Participant shall allow the Authority and its agents, officers and employees ready access at the Participant's offices; to the Participant's agents, officers and employees; and to its books and records, at all reasonable times from the date of this Agreement to and including the third anniversary of the day the Participant submits to the Authority its Final Report. Upon the Authority's written request therefor, the Participant will promptly provide to the Authority, at no cost to the Authority, certified copies of the Participant's books and records or any portion thereof.

G. The Participant shall maintain all records related to the Project for five (5) full years from the date of completion of the Project or the date of final disbursement of Grant funds, whichever is later.

H. The Participant will own, operate, and maintain the Project in good condition for its useful life or shall cause the Project to be so operated and maintained in accordance with this Agreement. The Participant shall pay for and maintain insurance as is customary in the State of Iowa for entities such as the Participant.

I. The Participant will establish, adjust, and maintain rates and charges at levels adequate to maintain sufficient revenues to operate and maintain, in good condition, the Project, if applicable.

J. To the extent permitted by Iowa law, the Participant agrees to indemnify, defend, and hold harmless the Authority and its agents, officers and employees from any and all claims and actions of any nature arising out of this Agreement or any action taken hereunder, the Grant or the Project or the planning, design, acquisition, construction or equipping, or operating of the Project, from all judgments or recoveries resulting therefrom and for all costs in defending or

appealing such claims or actions or judgments or recoveries, including court costs and attorneys' fees.

K. In the event any expenses associated with a Project exceeding \$10 million in total costs are to be paid or reimbursed from the Grant, the Participant will comply with the federal Davis Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless separately waived by the Authority.

L. In any year in which total expenditures of Federal financial assistance including the Grant and any financial assistance received from the Authority pursuant to its state revolving loan program received from all sources exceeds \$750,000, the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Authority with a copy of the SAA audit within 9 months of the audit period.

M. Any publications produced with SLFRF funds must display the following language: "This project is being supported, in whole or in part, by federal award number (FAIN) SLFRF4374 awarded to the State of Iowa by the U.S. Department of the Treasury."

N. The Participant shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant application.

O. Notwithstanding any provision herein to the contrary, the Authority may require the Participant to make available and/or borrow all available funds from loans or other financial assistance, if any, made available to the Participant for the Project before all or some portion of the Grant is paid to the Participant.

ARTICLE V CONDITIONS TO GRANT AND DISBURSEMENT OF FUNDS

Unless and until each and every one of the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Participant any amounts under this Agreement:

A. Proceeds of the Grant shall be made available to the Participant in the form of one or more periodic disbursements. The Participant shall request disbursements in a manner approved by the Authority. Expenses shall be documented in a manner acceptable to the Authority. Each Disbursement Request Form shall be signed by an authorized officer or employee of the Participant.

B. Disbursements shall be made in a timely fashion following the receipt of satisfactory information and documentation as set forth above and a determination by the Authority that the documented expenses are Allowable Expenses. Unless otherwise agreed to in writing by the Issuer, funds shall be payable via automated clearinghouse (ACH) system transfer to the account specified by the Participant.

C. The Authority reserves the right to withhold funds until it has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

D. Unless the Authority consents in writing, no Grant disbursements shall be made more than one year after substantial completion of construction of the Project.

E. The Authority's obligation to make a disbursement of the Grant funds to the Participant under this Agreement may be terminated at the option of the Authority, without giving any prior notice to the Participant, in the event: (1) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith; or (2) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default. If an event of default occurs, the Authority reserves the right to, in its sole discretion and without giving any prior notice, require the Participant to repay the entirety of the Grant proceeds disbursed to the Participant within ninety (90) days of written notice delivered to the Participant.

F. Failure on the part of the Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Authority by this Agreement or by law shall not make the Authority liable in damages to the Participant or relieve the Participant from fully performing any other obligation required of it under this Agreement. Neither the Authority nor any agent, attorney, member, or employee of the Authority shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

G. This Agreement does not create a debt or a liability of the Authority under the Constitution of the State of Iowa or a pledge of the faith or credit of the Authority and does not directly, indirectly or contingently obligate the Authority to levy any form of taxation, or to make any appropriation, for the payment or fulfillment of any terms of this Agreement. The Grant shall be funded solely from uncommitted and available funds held in the Water Infrastructure Fund or from other sources the Authority, in its sole discretion, may designate. It shall be a condition precedent to the disbursement of the Grant funds, or any portion thereof, that there shall be available to the Authority uncommitted funds in an amount sufficient to satisfy the Authority's obligations hereunder in the Water Infrastructure Fund.

H. If the Authority makes a determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Authority shall notify the Participant in writing that the determination has been made and this Agreement shall be canceled. Any determination by the Authority that funds are not appropriated or otherwise available shall be final and conclusive.

I. It is expressly understood and agreed that the maximum amount to be paid to the Participant by the Authority under this Agreement shall not exceed the Award Amount.

**ARTICLE VI
GENERAL PROVISIONS**

A. All appendices to this Agreement are incorporated into this Agreement and made a part of this Agreement.

B. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

C. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

D. The Participant will give any notice or other writing to the Authority in writing by certified United States mail, postage prepaid, or hand delivery to the Iowa Finance Authority, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, address to the attention of the Chief Bond Programs Director, or such other persons or address as shall be given properly to the Authority. The Authority may give any notice or other writing to the Participant by first-class United States mail, postage prepaid or hand delivery to the person and address set forth in Appendix A or such other person or address as shall be given properly to the Participant.

E. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be the Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Authority or the State of Iowa.

F. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties. No amendment of this Agreement will be valid unless duly authorized, executed and delivered by the Participant and the Authority.

G. Neither this Agreement, nor the Grant may be assigned by the Participant without the prior written consent of the Authority and any attempt to assign this Agreement without such consent shall be void.

H. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties, and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

I. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, agent and principal, or other association of any kind or

relationship between the Parties hereto. Each Party shall be deemed to be an independent party contracting for the mutual benefits expected to be derived herefrom. No Party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another Party to this Agreement.

J. Neither the failure nor the delay of the Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

K. The Participant agrees to pay (a) the fees, costs, and expenses in connection with the Grant, including but not limited to attorneys' fees incurred by the Authority and (b) any and all costs and fees, including but not limited to attorneys' fees and costs, incurred by the Authority in connection with the enforcement of this Agreement, in the event of the breach by the Participant or a default under this Agreement.

L. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

M. Each and every provision of law and clause required by law, including but not limited to, ARPA and U.S. Department of the Treasury guidance, rules, and regulations, or by any funding agreement(s) executed by the Authority related to SLFRF, to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

N. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Grant.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

PARTICIPANT:

Participant
(*organization*): _____

By (signed): _____

Printed: _____

Title: _____

IOWA FINANCE AUTHORITY:

By (signed): _____

Aaron Smith
Chief Bond Programs Director

APPENDIX A
PROJECT AND GRANT

1. **The Project.** Please describe the Project receiving funding:

2. **Grant Award Amount** – \$ _____

3. **Participant's Notice Address:**

Attention: _____

[End of Appendix A]

APPENDIX B

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
 - c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
7. Compliance with Applicable Law and Regulations

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on

the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.
12. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that

are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
 16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Appendix B]

COUNCIL ACTION FORM

SUBJECT: REZONE PARCELS AT 3210 CEDAR LANE (PROPOSED ANSLEY DEVELOPMENT) FROM “A” (AGRICULTURAL) TO “FS-RL” (FLOATING SUBURBAN – RESIDENTIAL LOW DENSITY) WITH A “PUD” PLANNED UNIT DEVELOPMENT OVERLAY AND MASTER PLAN

BACKGROUND:

The Ansley development is owned by the Burgason family of Burgason Enterprises, LLC. They are proposing to rezone and develop four parcels, totaling 58.7 acres, at the end of Cedar Lane on the south edge of Ames. The site is accessed from Cedar Lane, Aurora Avenue, and the future extension of Lunetta Drive. A Story County greenway and bike trail is located along the east side of the site. The proposed development will include approximately 170 dwelling units, open space amenities, and a small neighborhood commercial area. A general location map is included as *Attachment A*.

The property was annexed on July 9, 2019 and is subject to a pre-annexation agreement. The owner agreed to buy out the rural water provider (Xenia) at the time of development. The developer is responsible for extending water and sewer service to the site. The proposed rezoning is consistent with the 2019 Agreement and staff has included a stipulation for the water territory buyout with the rezoning approval.

The subject site has a Residential Neighborhood 3 (RN-3) designation in *Ames Plan 2040* (see *Attachment B*). RN-3 permits either low-density single-family zoning or medium density zoning. **The owner requests a rezoning from “A” Agricultural to “FS-RL” Floating Suburban – Residential Low Density with a “PUD” Planned Unit Development Overlay in order to pursue development of a residential subdivision.**

FS-RL is consistent with the underlying land use designation. FS-RL requires a minimum net development density of 3.75 units per acre and a maximum density of 10 units per acre. Subject to review with a future subdivision plat, staff estimates a net density for the proposed plan at 4.5 to 5.5 dwelling units per net acre. Additional information regarding the rezoning and PUD plan is included in the attached addendum.

The proposed PUD Overlay allows for flexibility in lot patterns, uses, and certain development standards, such as setbacks. Private streets are also permitted within a PUD. The PUD process also requires common open space and amenity areas along with a description of uses and design details.

A Master Plan accompanies the rezoning request to identify the range of uses and layout of the site in connection with the requirements of the PUD Overlay. *Attachment E* is the Master Plan and narrative for the project. *Attachment G* is the applicant’s description of the PUD development principles. At the time of approval of the PUD there is a zoning agreement required for administration of the Master Plan and PUD. The full conceptual PUD plan

provided by the applicant is available online at this link: [Ansley PUD Plan](#).

The developer intends for Ansley to be a mix of house types: traditional detached, single-family homes; homes on smaller lots, referred to as “cottage court homes,” clustered about short, shared driveways; and townhomes clustered on several lots. Dispersed throughout the site are common open spaces and storm water management areas, which are designed to be integral to the project character.

The larger cottage court area in the middle of the site has communal space that will serve as the open space for the surrounding homes – the individual yard for each property is intended to be small. Many of the properties will be served by alleys and many will also face onto communal space, creating a diversity of housing typologies. The applicant has also developed detailed architectural standards to guide the individual house construction for consistency with the vision of the PUD. The housing plans help define the character of the project and the requested deviations for setbacks. Most of the architectural requirements are intended to be administered by the developer with individual builders (see accompanying Ansley Neighborhood Plan and Architecture Guide). Staff will have a role to verify that individual plans are consistent with the design intent of the PUD and have received architectural approval from the developer or HOA.

The applicant requests several deviations from setbacks, detailed in *Attachment E*. The PUD standards require setbacks around the perimeter of the site to reflect those of the base zoning, FS-RL. The standard FS-RL building setbacks are 20 feet in the front; 6 or 8 feet on the side (depending on the height); 20 feet in the rear. Corner lots have two front yards and two side yards. The applicant will comply with base zoning around the perimeter except to the north of the site. The PUD allows for deviations from minimum setbacks at the perimeter only when there are “physical circumstances justifying a reduction.” **Staff finds the abutting outlet used for drainage along the north boundary of the site provides greater separation of lots than typical and is a qualifying physical circumstance and can support the reduced setback along that property line.**

The applicant is proposing to develop Ansley in up to 11 phases. The phases correspond to dwelling types, open space, and infrastructure extensions. The initial phase will be 30 single-family homes at the northwest portion of the property. Over time, Ansley will have 72, traditional single-family homes on lots that range in size. It is not required that the development proceed in numbered order, but the extension of utilities will likely require a sequence similar to what is outlined.

Ansley will also have 45 “cottage court” homes that will be centered around five short private streets and one public street. These homes will take vehicle access from the courts but will face communal property. The cottage court homes will have 5-foot setbacks on all sides.

The development will include townhomes on five large lots. These lots will contain between 24 and 63 individual homes. The townhome lots will each be developed with Major Site Development Plans.

There will be a small commercial lot in the northeast corner of the development. The applicant intends to have a small event space, a restaurant, or cafe oriented towards walkers

and bicyclists on the adjacent Story County bike trail (Tedesco Trail). Development of the commercial site is subject to future Major Site Development Plan approval.

A PUD requires a minimum of 10% as usable open space. Approximately 35% of this development is proposed as open space, in the form of a large retention pond and several shared green spaces in the center of the development and at the south end. At least 10% of the area is accessible for use by the residents.

The neighborhood is also designed to take advantage of the adjacent Tedesco Trail by orienting many of the homes and the commercial component to the path. The Cedar Lane extension will also include an 8-foot-wide, shared-use path, which will connect to the Tedesco Trail along Rothway Road.

The site abuts existing and planned City infrastructure. Public road extensions will tie into the site from Cedar Lane, Aurora Avenue, and the future Lunetta Drive. The Master Plan depicts two planned extensions of streets to the east. The applicant intends to use private alleys and courts to serve the clusters of housing with the main roadways connections through the development as public streets. Improvements to the frontage of Cedar Lane is necessary with the development of the site and identified as condition of the rezoning. The developer will likely propose a waiver or deferral of the south extension of Cedar Lane as represented on the Master Plan as part of their future subdivision review process. A shared use path will extend south along Cedar Lane and then at the planned Rothway Road extension, located in the south third of the site, it will continue over to the Tedesco Trail.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission met on March 2, 2022 to review the rezoning request. Commissioners discussed the site layout, building setbacks, the density of housing, the proposed open space, and the impact of the new development on surrounding property.

Keith Arneson, the developer of the Domani project to the north of Ansley, spoke about his concerns regarding the setbacks of the houses adjacent his development. He was expressly concerned about allowing for three story buildings adjacent to the future Domani sites that would have rear yards of homes abut this development and questioned compatibility and transitions. Some of these lots would be developed with single-family homes and some would be with single-family attached.

Following public input and discussion, the Commission voted 4-1-0 to recommend approval of the project subject to conditions outlined by staff regarding corrections and updates to the PUD Plan for setbacks and unit types, along with the following conditions:

1. Applicant shall initiate and complete the buyout of Xenia Water Service Territory with completion of the territory transfer prior to Preliminary Plat approval.
2. Prior to Preliminary Plat approval, include improvement plans for Cedar Lane that include dedication of right of way, sidewalks, and street paving from the north edge of the site to the south edge of the site.

3. Development of the site shall not occur until such time as the City of Ames has approved a subdivision plat for the site.

ALTERNATIVES:

1. Approve the request on first reading for rezoning from “A” Agricultural to “FS-RL” Floating Suburban – Residential Low Density with a “PUD” Planned Unit Development Overlay with the attached Master Plan, based upon staff’s findings and conclusions as found in the addendum, and with the following requirements:
 - a. Prior to third reading, sign a zoning agreement for the compliance with the PUD and Master Plan
 - b. Update and correct the final plan for the Zoning Agreement as follows:
 - i. On page 7, correct the number of proposed units.
 - ii. On page 7, change “Accessory Dwelling Unit” to “Guest Unit” and clarify that the structure will not be rented separately.
 - iii. On page 11, remove the property not in Ansley from Phase 1.
 - iv. Insert commercial standards with the following setbacks:
 1. East property line: 20 feet
 2. North property line: 10 feet
 3. Right-of-way property line: 5 feet
 - v. Insert the standard for garage setbacks from the alleys and private driveways:
 1. Where the alley or private driveway is 16 feet, garage faces must be setback from the property line
 - a. 8 feet or
 - b. 20 feet or more
 - vi. Where the alley or private driveway is 20 feet, garage faces must be setback from the property line at least 5 feet
 - vii. On page 18, insert the following clarifying statement to accompany the table: The lots listed in this table have setback exceptions. All other lots will conform to the stated setbacks.
 - viii. Include notes for architectural review by the Design Board prior to City staff approval of the house design for general consistency with the architectural character and design intent of the PUD.
 - ix. Add notation to the master Plan for Open Space amenities
 - c. Acknowledge with the Zoning Agreement as stipulations on the Master Plan that the property owner will:
 - i. Initiate the buyout of Xenia Water Service Territory with completion of the territory transfer prior to Preliminary Plat approval.
 - ii. Include with the Preliminary Plat application improvement plans for Cedar Lane improvements by the developer that include dedication of right of way, sidewalks, and street paving from the north edge of the site to the south edge of the site, including offsite between the two propose street connections to Cedar Lane.

- iii. Development of the site shall not occur until such time as the City of Ames has approved a subdivision plat for the site.
2. Deny the request for rezoning from “A” Agricultural to “FS-RL” Floating Suburban – Residential Low Density with a “PUD” Planned Unit Development Overlay with the attached Master Plan based upon a finding that the City’s regulations and policies are not met.
3. Defer action on this request and refer it back to City staff and/or the applicant for additional information.

CITY MANAGER’S RECOMMENDED ACTION:

The proposed rezoning based upon FS-RL is consistent with the *Ames Plan 2040* Comprehensive Plan. The proposed housing types are allowed in the proposed zoning as is the minimum and maximum density projected for the site. Further information on density and open space measures will be specified with the subsequent preliminary plat. The Master Plan is consistent with the limitations noted in the pre-annexation agreement approved by the City Council in 2019.

The Ansley PUD is designed differently than any other neighborhood in Ames. It contains a mix of housing types interspersed throughout the site and integrates the drainage and open spaces into the plan. Ansley also contains a small commercial component that will complement the mix of housing and the adjacent Tedesco Trail. These features make it a good candidate for PUD zoning due to the arrangement of the site improvements and housing variety.

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

ADDENDUM

FS-RL development standards are listed in Table 29.1202(5)-1 and 29.1202(6) of the Zoning Ordinance. The PUD Overlay allows with a Master Plan for deviations that are identified as part of the Plan. The following table provides an overview of the deviations based upon house type. As part of the Zoning Agreement, an exhibit of the master plan and allowed deviations for administer the PUD is required.

Standard	FS-RL Standard	Ansley
<i>Minimum Lot Area</i>	6,000 square feet	4,000 square feet
<i>Frontage</i>	50 feet building line, 35 street line	45 feet building line, <i>note some home have frontage only on private drives</i>
<i>Front Setback*</i>	20 feet, 25 feet to garage	<u>House</u> : 15 feet façade; 20 feet garage <u>Cottage Court**</u> : 5 feet; 15 feet for ROW <u>Townhome</u> : 5 feet; 10 feet for ROW
<i>Side Setback*</i>	6 or 8 feet (depending on height)	<u>House</u> : 5' façade; 20 feet garage face <u>Cottage Court**</u> : 5 feet; 15 feet for ROW <u>Townhome</u> : 5 feet; 10 feet for ROW
<i>Rear Setback*</i>	20 feet	<u>House</u> : 5 feet <u>Cottage Court**</u> : 5 feet; 15 feet for ROW <u>Townhome</u> : 5 feet; 10 feet for ROW
<i>Corner Setback</i>	2 front yards and 2 side yards	Same
<i>Height</i>	40 ft or 3 stories, whichever is lower	<u>House & Cottage Court</u> : 3 stories primary / 2 stories accessory <u>Townhome</u> : 2 stories primary / 1 story accessory
<i>Maximum Building Coverage</i>	35%	70%
<i>Maximum Site Coverage</i>	60%	80%
<i>Minimum Landscape Area</i>	40%	20%
<i>Private Drives</i>	Local Street 26 feet, Alley 16 feet	Design varies, Primary access 20-24 feet (e.g. Lot 99 to 104); 16 ft for alley and private drives used as secondary access (e.g. Lots 29, 30, 98),

**Exceptions apply to specified lots. See Master Plan, Attachment E.*

*** Cottage Court Homes have 5-foot setbacks except when adjacent to a public right-of-way where the setback is 15 feet. Garage faces are setback 20 feet.*

**** Townhomes are clustered together on large lots. The setbacks apply to the clustered buildings. Garage faces are setback 20 feet.*

REZONING BACKGROUND:

Comprehensive Plan (Ames Plan 2040). The *Ames Plan 2040 Comprehensive Plan* designation of the entire subject area is Residential Neighborhood 3 (RN-3). The proposed change of zone to FS-RL with the PUD overlay is consistent with that designation. A map of the surrounding land use designations can be found in *Attachment B*.

The applicant has provided support materials (see *Attachment G*) regarding the proposed rezoning and its conformance with the former Land Use Policy Plan (*Ames Plan 2040* is now in effect). Staff has identified a set of relevant principles in *Ames Plan 2040* that can support the proposed rezoning.

Goals (from *Ames Plan 2040*, RN-3, page 55):

- Wide range of housing types and price points, need to incorporate attainably priced owner occupied housing.
- Planned development of neighborhood cores, with higher density, linkages to single-family areas, and neighborhood services.
- High level of internal connectivity and planned street linkages to surrounding developments.
- Use Complete Street concepts with development. Include active transportation linkages. Provide safe access for all to neighborhood cores and activity areas.

Development Guidelines (from *Ames Plan 2040*, RN-3, page 55):

- Flexible lot size design standards for diverse housing types, including architectural character, environmental, and open space factors in design decisions.
- Higher residential densities (attached, townhomes, small multi-unit buildings) on avenues, boulevards, and mixed use avenues, and other streets with significant bicycle and potential transit routes; and within master planned projects.
- Street, sidewalk, and trail connectivity.
- New development requires neighborhood and community parks.

Existing Uses of Land. Land uses that occupy the subject property and other surrounding properties are described in the following table:

Direction from Subject Property	Existing Land Uses
<i>Subject Property</i>	<i>Farmland</i>
East	Farmland
Southeast	Iowa State Farmland
Southwest	Iowa State Farmland
West	Iowa State Farmland
Northwest	Single-Family Residential (Ringgenberg Park Subdivision)
North	Single-Family Residential (Suncrest & Domani)
Northeast	Multifamily Residential

Existing Zoning. The site is zoned Agricultural (A). When a property is annexed into the City it receives a default zoning of Agricultural (A) until at such time that the property owner chooses to rezone.

To the east within the City is farmland and two houses, zoned Agricultural (A).

To the southeast and southwest outside the City is farmland owned by Iowa State University, zoned Agricultural (A-1). The university also owns land inside the City to the west of Ansley, zoned Special Purpose – Government/Airport District (S-GA).

To the northwest is the Ringgenberg Park Subdivision neighborhood, zoned Floating Zone – Planned Residence District (F-PRD). This neighborhood is single-family.

To the north is the Suncrest neighborhood, zoned Floating Suburban – Residential Low Density (FS-RL). This neighborhood is single-family.

Also to the north is the Domani neighborhood, zoned Floating Zone – Planned Residence District (F-PRD). This neighborhood is single-family.

To the northeast is a neighborhood of multifamily zoning, with property designated Floating Zone – Residential Medium Density (FS-RM) and Residential High Density (RH).

An excerpt of the zoning map can be found in *Attachment C*. The proposed rezoning is reflected in *Attachment D*.

Master Plan. A Master Plan is intended to provide a general description of the intended development of a property. A Master Plan 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) (see *Attachment E*).

The submitted Master Plan proposes three housing types:

- 72 traditional single-family detached homes
- 45 cottage-court homes with minimal setbacks and shared, private driveway cul-de-sacs
- Townhouses clustered on five lots – the precise number will be determined at the time of construction and will need to be approved with a Major Site Development Plan

In addition, the Master Plan includes approximately 20 acres of open space, detention, and buffers. Layout and specific design of the townhomes and the commercial portion of the site will be evaluated with Major Site Development Plans. The minimum density standard is 3.75 dwelling units per net acre. Full review of net acreage limitations will occur with the subsequent preliminary plat subdivision review. Staff estimates net density with the Master Plan to be approximately 4.5 dwelling units to 5.5 dwelling units per acre. This is well above the minimum of 3.75 and below the maximum of 10 units per acre.

According to the applicant, the commercial portion of the site is intended to be a combination of:

1. A small (less than 100-person) event center;

2. A food commissary for the event center, bike trail/Ansley pit stop and local deliverable food product; and
3. An Ansley Ames Sales and Design Office

A final determination of commercial uses and site design will be part of a subsequent approval with a Major Site Development Plan.

The site will need to comply with all parking and buffering requirements of the Zoning Ordinance.

Open Space. Ansley has an open space equal to 17.01 acres. This space is 29% of the gross development or 35% if the right-of-way is excluded as net area. The applicant intends for most of the open space to be passive, interspersed with walking paths that will connect throughout. The PUD Overlay requires 10% of the site to be usable open space, this is defined as being accessible and usable for residents. Typically, this includes all areas used as amenities with walking paths or open space that can be used for active recreation.

To the northeast of the Plum Lane Cottage Court, the applicant has committed to constructing a small playground for public use. This location was chosen because it is adjacent to the Tedesco Trail and because of its proximity to the commercial component. The condition of approval requires this notation of a play area with the Master Plan.

At the southern end of the development, the property comes to a point. The applicant has committed to constructing a dog run and/or a community garden with raised beds. The condition of approval requires this notation with the master plan. The remainder of the space is to be planted with native plantings.

The proposed project is partially within ½ mile service radius of Christofferson Park located to the north of the site. As part of *Ames Plan 2040* the City adopted principles for park planning to provide additional acreage of 5 acre per 1,000 people with new development and to have parks located in manner for convenient and daily use. Park dedication is based upon neighborhood park concepts and additional park land and open space is needed to meet all park goals described within *Ames Plan 2040*.

Based upon the projected mix of housing types, 170 units at 2.7 person per household would require approximately 2 acres of parkland. Approximately ¾ of the site is within ½ mile of the park, this radius roughly corresponds to the planned street of Rothway Drive near the south end of the site. Dedication of parkland could be required of the project at the time of subdivision approval, however based upon its location at the edge of the City, it is not necessary that land be publicly dedicated. Features within the site that are privately managed could meet the intent of the parkland dedication policy since the majority of the site is near a public park and there are private amenities that can create active recreation and gathering opportunities compared to the typical passive walkways of general open space. If land was to be dedicated for public use, the Park and Recreation Department would need to confer about its location in the project to be visible and accessible to the public. Parkland dedication is ultimately a consideration of subdivision approval, but the proposed PUD Master Plan does not anticipate dedication of public space to the City.

Architecture. The applicants are proposing several architectural styles, to maintain consistency while providing variety (see *Attachment H*). Ansley will have a Design Review Board operated by the developer/Homeowners' Association that will be responsible for overseeing the architecture. Part of the justification for the PUD and its deviations is the commitment to architecture and building standards. Staff will review final designs for consistency with the intent of the design concepts, not for precise detailing. The final PUD plan will note that prior to City approval of a building permit, approval of the design for initial construction of a home by the Design Board is required.

Infrastructure. During the rezoning review, an analysis of the necessary infrastructure to accommodate residential development was undertaken.

Water

The annexation agreement stated that the property would need to switch from Xenia water service territory to City service territory at the time of development. The applicant will be buying out Xenia for the development consistent with the City's Xenia Water Service Agreement approved in December of 2021.

Sewer

City staff modeled sanitary sewer capacity for the area and found that there is acceptable capacity within the system to serve the proposed development intensity. Connections to the system are planned to occur at Aurora Avenue.

Electric

Ansley is within the Alliant service territory.

Drainage

At the time of the Preliminary Plat a storm water management plan is required by the City. The City's Chapter 5B standards address control of runoff as well as water quality standards. The current Master Plan includes conceptually use of offsite facilities, final details on storm water are required with the preliminary plat and are not specifically reviewed with a rezoning.

Shared Use Paths and Trails

The development abuts the recently completed Tedesco Bike Trail, which occupies a former railroad right-of-way. The trail extends from University Boulevard south to 260th Street and then west to 510th Avenue. This trail is maintained by Story County, approving the PUD does not change the status, control, or maintenance of the Tedesco Bike Trail.

Cedar Lane currently has an 8-foot walking/biking trail along the west side; this will be extended farther south. The 8-foot trail will then turn east and extend across the southern portion of Ansley to the Tedesco Trail.

Streets

Ansley will have three connections to Cedar Lane. Cedar Lane itself will be improved and extended farther south with the development. The development will have two street stubs to the east to connect to future development. Aurora Avenue will connect south into Ansley and the future Lunetta Drive will extend west into Ansley from the Domani neighborhood to the north. Details on the design and timing of the Cedar Lane extension will be part of the

subdivision review process. Conditions of the zoning agreement include stipulations to future improvement requirements to be reviewed with Preliminary Plat.

Based upon the proposed Master Plan, the developer will propose a waiver or deferral extending Cedar Lane the full length of the “point” of the property. Conceptually, staff has supported this concept with the Master Plan review, but the Master Plan is not the final approval for street improvements. Additionally, there is a partial deferred improvement agreement for Cedar Lane related to the Ringgenberg Park Subdivision approval that requires participation in road improvements to Cedar Lane. **Currently, ISU has this obligation as they purchased land south of Ringgenberg and they will need to coordinate improvements with the developer.**

Internally, Ansley is designed with a series of private alleys, private drives shared by two houses, and private shared courts (around which the cottage court homes are situated).

- The private alleys function like standard alleys at the rear of the properties. Several of the alleys have additional guest parking.
- The private drives function very similarly to alleys but serve only two homes and go between the sides of houses.
- The courts are also private but will serve the houses clustered around them. The courts are not linear, as in a traditional alley. Each court has additional guest parking. The courts will be ringed with trees for shading.

Each townhouse lot will be served by a shared parking area to be designed with a Major Site Plan at the time of development.

Applicant’s Statements. The applicant has provided an explanation of the reasons for the rezoning in *Attachment G*.

Purpose. Sec. 29.1114(1) outlines the intent of a Planned Unit Development. Staff finds that the proposed development complies with the standards:

- (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;**

The proposed design of Ansley, including layout and housing types, is unique in Ames. The developer is proposing a novel approach to open space layout, integrating into the arrangement of several housing types. This approach will create a compelling and attractive neighborhood relying on larger common opens spaces compare to traditional private yards.

- (b) Increase the stock of diverse housing types for a variety of income levels;**

The range of house sizes and home arrangements will provide a diversity of housing price points through the combination of detached and attached housing.

- (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;

The applicant proposes to incorporate drainage and the retention pond into the design of the neighborhood. This necessary infrastructure will be embraced, rather than ignored. The applicant also intends to incorporate native plantings into all common open space.

The applicant's design and layout are predicated upon the idea of walkability, architectural interest and streetscape compared to standards subdivision design. The proposed deviation allows for a more compact development footprint, locating garages away from the front facades, and reduced setbacks in favor of close and engaging architectural designs adjacent to sidewalks and streets.

(d) Provide for a variety of private and common open space areas corresponding to smaller lot sizes along with additional amenities for larger developments;

Ansley incorporates a variety of shared space into the design. These spaces are scattered throughout and will give residents a choice of amenities. Lot sizes also vary: the detached, single-family homes will come in several lot sizes; the cottage court homes will be on small lots with shared open space, and the townhomes will be clustered on common lots.

(e) Encourage and preserve opportunities for energy efficient development; and

The neighborhood will provide ample walking and biking opportunities.

(f) Encourage context-sensitive infill development.

The development is designed to respond to its surroundings at the ends of town. The street grid connects to surrounding development and provides for future connections to the east. The development also offers views of the surrounding Iowa State University farmland. The proposed commercial component is designed to take advantage of bike trail proximity and to act as a buffer from the adjacent high density residential development to the north.

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 related to rezoning and a PUD Overlay with Master Plan request.

1. *Ames Municipal Code Section 29.1507(2)* allows owners of 50 percent 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 property represented by the applicant is entirely under one ownership representing 100 percent of the property requested for rezoning.
2. The subject property has been designated in with *Ames Plan 2040* as RN-3. This supports a "FS-RL" zoning designation, detached and attached single-family housing

types are allowed. FS-RL is consistent with the pre-annexation development agreement.

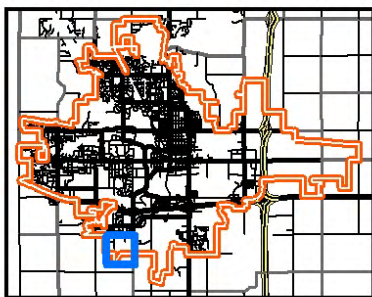
4. Infrastructure is adequate to serve the site and can be extended to the site. Future street improvements for Cedar Lane will also be required. Specific improvements will be identified with the preliminary plat.
5. The Master Plan identifies developable areas and range of uses consistent with the proposed FS-RL zoning district. Densities can be achieved consistent with the FS-RL minimum and maximum allowances. Open spaces are identified within the project site. Subsequent development will be subject to subdivision review and for some use a Major Site Development Plan.
6. The rezoning includes a PUD Overlay that allows for flexibility in design standards and uses. The findings for a PUD Overlay support the intent of the Master Plan in its arrangement of uses, preservation of open space, and variability in design standards.

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

Conclusions. Based upon the analysis in this report, staff concludes that the proposed rezoning of the subject property is consistent with the *Ames Plan 2040 Comprehensive Plan*. The proposed rezoning is consistent with the allowances of the proposed FS-RL zoning district and PUD Overlay Master Plan requirements for rezoning.

Attachment A

Location Map




Rezoning from "A" Agricultural to
"FS-RL" Floating Suburban - Residential Low Density
with a "PUD" Planned Unit Development Overlay
3210 Cedar Lane
March 2, 2022

0 250 500 1,000
Feet

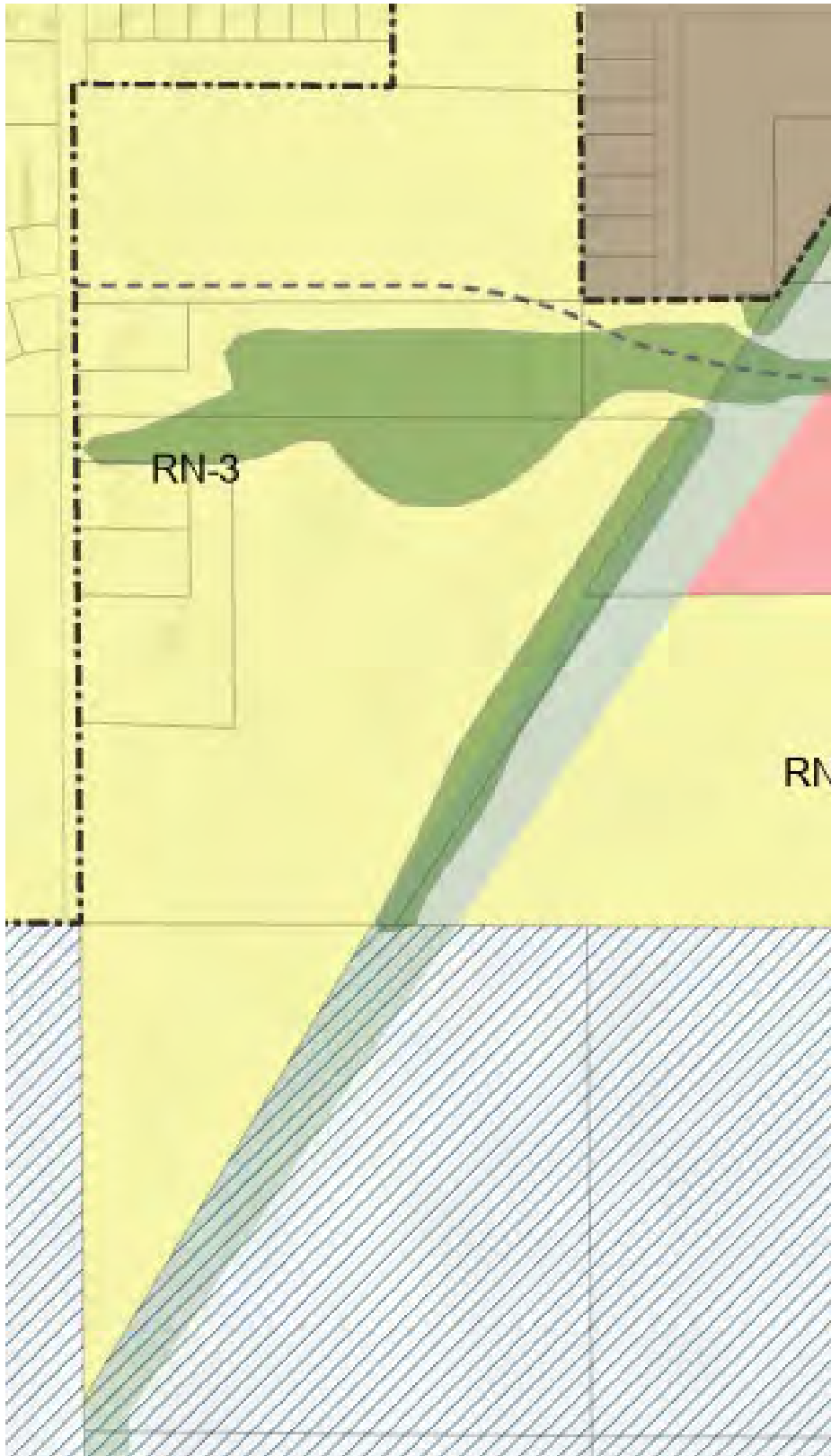


Legend

 Ames City Limits

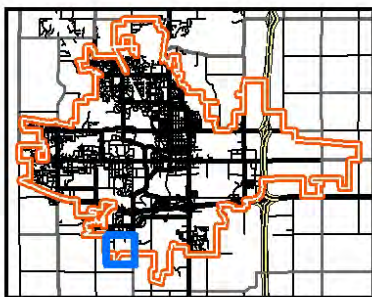
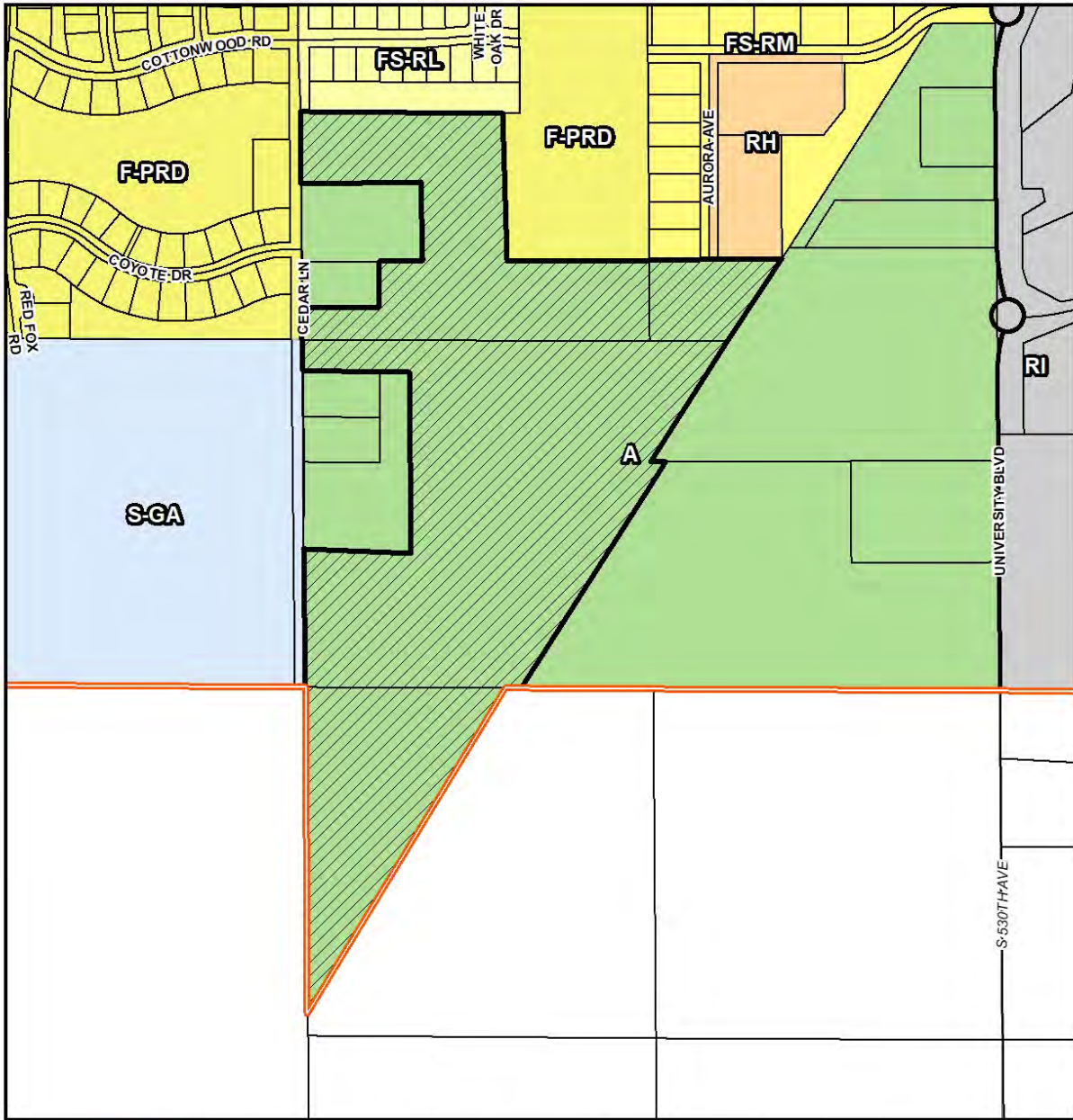
Attachment B

Ames Plan 2040 Future Land Use Map

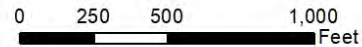


Attachment C

Existing Zoning



Rezoning from "A" Agricultural to
 "FS-RL" Floating Suburban - Residential Low Density
 with a "PUD" Planned Unit Development Overlay
 3210 Cedar Lane
 March 2, 2022

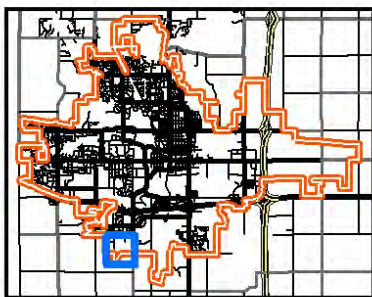
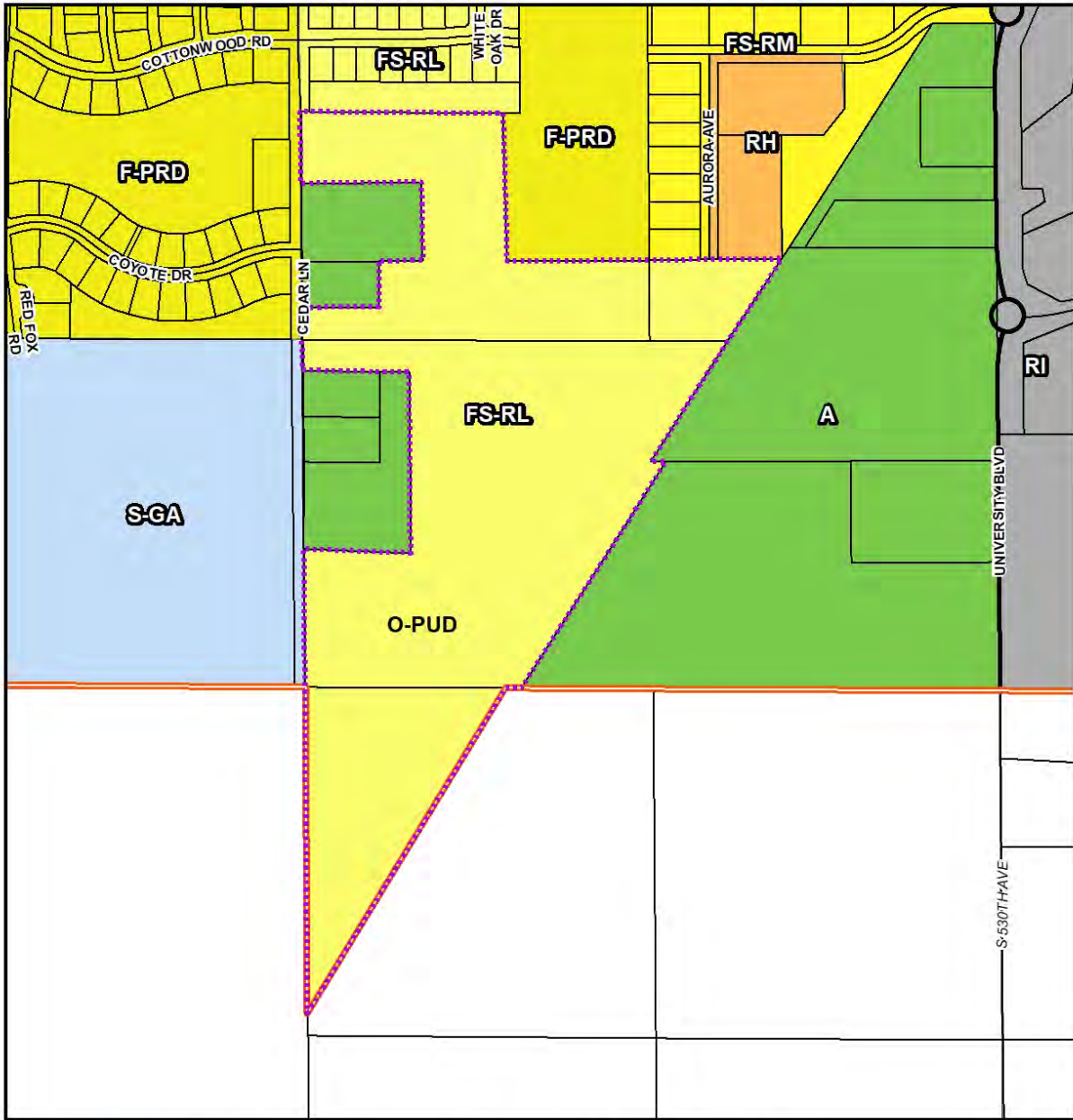


Legend

 Ames City Limits

Attachment D

Proposed Zoning



Rezoning from "A" Agricultural to
 "FS-RL" Floating Suburban - Residential Low Density
 with a "PUD" Planned Unit Development Overlay
 3210 Cedar Lane
 March 2, 2022

0 250 500 1,000 Feet



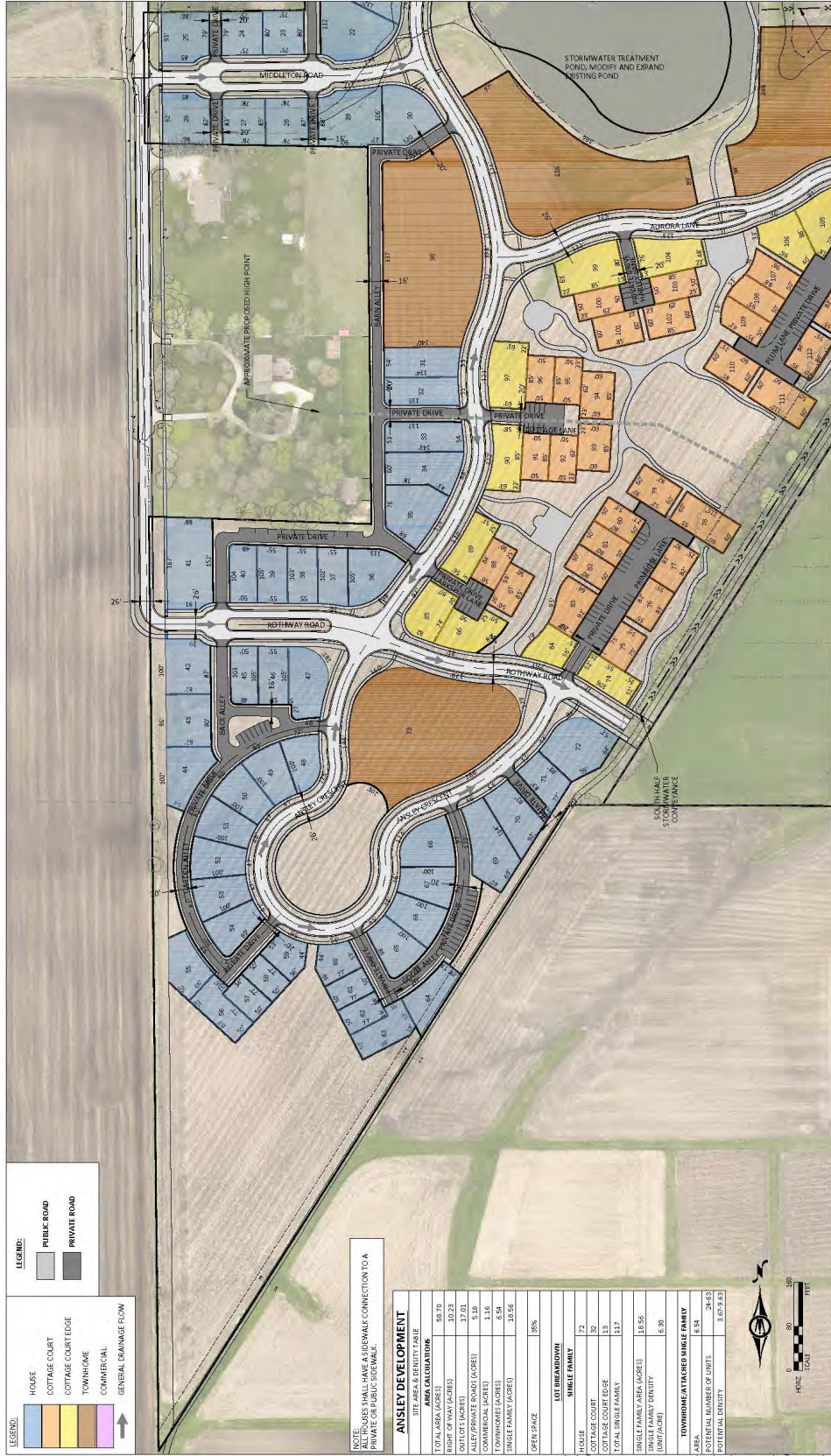
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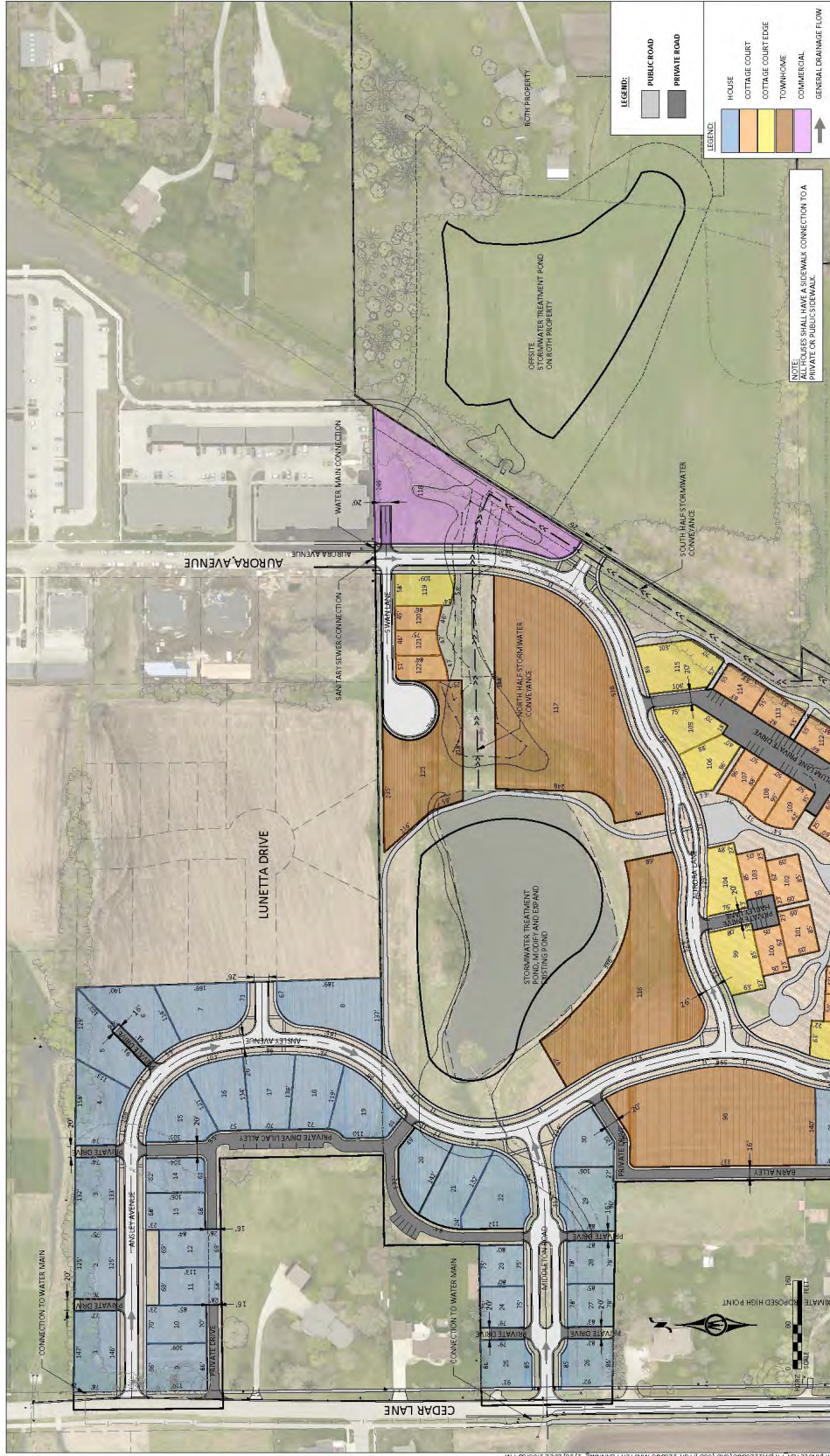
 Ames City Limits

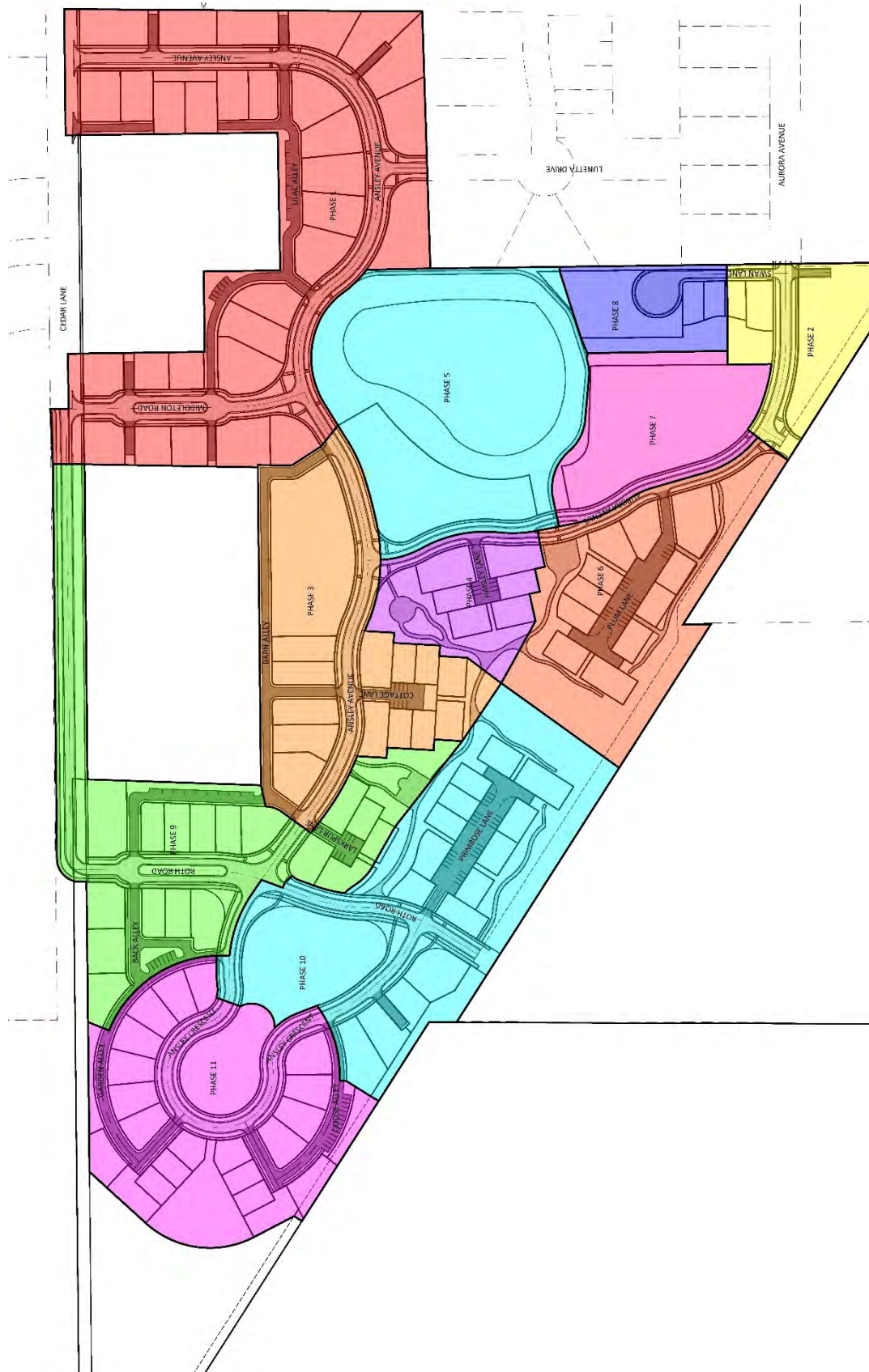
Attachment E

Master Plan









Illustrated Master Plan



Regulating Code and Definition of Terms

The Master Plan regulates Anasley. The scope of this document comprises the bulk of the Anasley development as indicated on the Regulating Neighborhood Plan.

The Master Plan is administered by the City. The Design Review Board will review for architecture. The Master Plan is not discretionary; it is code approved by the council.

The Anasley Planned Unit Development sets forth specific standards (setbacks, lot size, etc.) that differ from the base zoning district Floating Suburban Residential Low Density (FS-RL). Where not specifically stated, the standards shall be those of FS-RL. This Master Plan is a component of the Planned Unit Development that regulates Anasley. All public health, safety, and other ordinances apply.

Alley

An alley is a service right-of-way that allows access to the buildings that it serves, usually from the rear. At Anasley all alleys are a minimum of 16' and can serve as emergency vehicle access.

Accessory Building

An accessory building is a building with a different use that is located on the same lot or property as the primary building for that lot. For example, a detached garage would be defined as an accessory building. Height can not exceed two stories or the height of the main structure. Size of the first floor accessory building can not exceed 50% of the main structures first floor square footage.

Building Frontage and Front Yards

The principal building on a lot shall be placed relative to the property line in such a manner that the front of the building addresses the front of the lot. The front of the building need not be parallel or have any formal relationship to the front property line. For example, the front door need not face the principal

building frontage. The building shall conform to any build-to-line requirements.

Encroachment

Please see the City of Ames Zoning Ordinances, sec. 29.402(2), Extension into Required Building Setbacks, for allowable architectural encroachments.

Lot Line

Lot lines demark the extents of property and indicate the legal ownership of property. Encroachments shall not extend past a property line.

Primary Structure or Principal Structure

The primary structure on a lot is the building that houses the fundamental use of that lot. However, the lot can also house other uses. For example, a house on a residential lot is the primary structure, whereas a detached garage on the same lot is not.

Setback

Setbacks are the minimum required distance from the property line at which point a building may be constructed; the building may be constructed no closer than the setback line to the property line. Setbacks typically occur from all property lines of a lot—the front, sides, or rear—although different values for each condition may be specified.

Specific architectural encroachments are permitted into the setbacks (see **Encroachment**).

Street

Streets, public or private, are rights-of-way that provide access to the buildings that are served by it. They typically, but not always, include the carriage ways, planter strips, sidewalks, on-street parking, and certain services such as street lighting and fire hydrants.

Wing Wall

A wing wall is a subordinate wall projecting from a building, but which does not enclose structure itself. The wing wall can act as a fence and serve to enclose a yard. Wing walls are authorized by this Planned Unit Development to project into setbacks.

House

Building Disposition

Base Zone: FS-RL (Sec. 29.1.202)
Base Zone Requirements hold unless stated in this document. Minimum Lot Size: 4,000 SF
Maximum Building Coverage: 70%
Maximum Site Coverage: 80%
Minimum Landscaped Area: 20%

Building Disposition

Setback (Minimum Distance from Property Line)
Front Façade - 15' to face of structure -
exceptions noted below in table

Front Garage Face - 20' to garage face unless lot is a noted exception when the door fronts on any public right-of-way.

Side - 5'

Side Garage Face - 20' to garage when facing a public right-of-way, 20' not required when garage fronts on a private street/access such as that between Lots 1 & 2.

Rear - 5' See Rear Lot (Perimeter) Exception List*

Corner Lots - Two fronts along each public ROW - two sides opposite the fronts (this mirrors FS-RL)

Extensions/Projections are allowed into Required Building Setbacks as described in Sec.29.102(2) Ames City Code.

*The Portion of the Lot that Abuts a Private Alley Shall be Considered a Rear Lot Line.

Building Form

Height
Maximum Building Height 3 Stories
Accessory Building 2 Stories

Cottage Court Edge

Building Disposition

Base Zone: FS-RL (Sec. 29.1.202)
Base Zone Requirements hold unless stated in this document. Minimum Lot Size: 4,000 SF
Maximum Building Coverage: 70%
Maximum Site Coverage: 80%
Minimum Landscaped Area: 20%

Building Disposition

Setbacks (Minimum Distance From, from Property Line)
All Lot Lines Not Adjacent to a Public ROW - 15' to Face of Structure
20' to Face of Garage

All Lot Lines Not Adjacent to a public ROW - 5'

Extensions/Projections are allowed into Required Building Setbacks as described in Sec.29.102(2) Ames City Code.

Building Form

Height
Maximum Building Height 3 Stories
Accessory Building 2 Stories

Cottage Court

Building Disposition

Base Zone: FS-RL (Sec 29.1202)

Base Zone Requirements hold unless stated in this document

Minimum Lot Size: 4,000 SF

Maximum Building Coverage: 70%

Maximum Site Coverage: 80%

Minimum Landscaped Area: 20%

Building Disposition

Setback (Minimum Distance From Property Line)

All Lot Lines 5'

Extensions/Projections are allowed into Required Building Setbacks as described in Sec.29.102(2) Ames City Code.

Building Form

Height

Maximum Building Height 3 Stories

Accessory Building 2 Stories

Townhouse

Building Disposition

Base Zone: FS-RL (Sec 29.1202)

Base Zone Requirements hold unless stated in this document

Minimum Lot Size: 4,000 SF

Maximum Building Coverage: 70%

Maximum Site Coverage: 80%

Minimum Landscaped Area: 20%

Building Disposition

Setback (Minimum Distance From Property Line)

All Lot Lines Adjacent to Public ROW -

10' to Face of Structure

20' to Face of Garage

5'

All Lot Lines Not Adjacent to a Public ROW -

Extensions/Projections are allowed into Required Building Setbacks as described in Sec.29.102(2) Ames City Code.

Building Form

Height

Maximum Building Height 2 Stories

Accessory Building 1 Stories

Proposed Zoning Standards and Exceptions to Standards

Lot #	Front Setback		Cedar Lane Setback	Rear Setback	Other
	5'	10' (Does Not Modify Garage Setback)			
1		X	X		X - 5' Rear Setback
2		X			X - 5' Rear Setback
3		X			X - 5' Rear Setback
4					X - 5' Rear Setback
5					X - 5' Rear Setback
6				X	
7					X (no rear - corner lot - this can be spelled out above) - this lot has a 6' setback on the perimeter for a single-story structure and an 8' setback on the perimeter for a two-story and above structure (SS-B1)
8					X (no rear - corner lot - this can be spelled out above) - this lot has a 6' setback on the perimeter for a single-story structure and an 8' setback on the perimeter for a two-story and above structure (SS-B1)
9		X	X		
10		X			
11	X			X	
12	X			X	
13		X			
14		X			
23	X			X	
24	X			X	
25	X		X	X	Setback of 20' applies to the property line on the perimeter of the development X
26	X		X	X	Setback of 20' applies to the property line on the perimeter of the development X
27	X			X	
28	X			X	
29				X	
-					
41			X		Setback of 20' applies to the property line on the perimeter of the development X
42			X		
43			X		
44			X		
-					
55			X		
56					
57					
58					
59					
60					
61					
62					
63					
64					Setback of 20' applies to the property line on the perimeter of the development X

Attachment F

Applicable Regulations

- *Ames Plan 2040* Goals, Policies, and the Future Land Use Map:

The *Ames Plan 2040* (the new adopted Comprehensive Plan) identifies the land use designations for the property proposed for rezoning.

- *Ames Municipal Code* Chapter 29, Section 1507, Zoning Text and Map Amendments, includes requirements for owners of land to submit a petition for amendment, a provision to allow the City Council to impose conditions on map amendments, provisions for notice to the public, and time limits for the processing of rezoning proposals.
- *Ames Municipal Code* Chapter 29, Section 1200, Floating Zones, includes a list of uses that are permitted in the Village Residential, Suburban Residential and Planned Residential zoning districts and the zone development standards that apply to properties in those zones.

Per Section 29.1507(4): Master Plan Submittal Requirements:

- a. Name of the applicant and the name of the owner of record.
- b. Legal description of the property.
- 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; flood plain and floodway boundaries; areas designated by the Ames Land Use Policy Plan as Greenways and Environmentally Sensitive Areas.
- e. Proposed zoning boundary lines.
- f. Outline and size in acres of areas to be protected from impacts of development.
- g. Outline and size in acres of areas proposed of each separate land use and for each residential unit type.
- h. Pattern of arterial streets and trails and off-site transportation connections.
- i. For proposed residential development provide the number of unit type for each area, expressed in a range of the minimum to maximum number to be developed in each area.
- j. For proposed residential development provide 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.

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.

- (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.

Attachment G

Applicant's Statement

- 1. Reasons for Requesting Rezoning.** Provide a narrative describing the details and goals of the project and how the project supports the purpose of the requested zoning district. If your request is for a PUD, provide enough detail related to the design of the proposal, so that it can be determined that the Findings included in Sec. 29.1114(3), are met.

The Planned Unit Development (PUD) Overlay Zone is well suited to the Ansley Ames vision.

This development will have a variety of housing options integrated into the approximately 59

Acres including the following

- Ansley has a range of detached home lot sizes between 17,632 sq. feet and 3850 sq. feet. In the approximately 72 residential lots. A few of the lots are large enough for secondary buildings ie. studios or grandparent housing upon DRB approval.
- There are 5 groupings of approximately 10-12 townhomes each in the Ansley development. These townhomes will maintain a smaller scale residential appearance and will be carefully integrated as clusters of 2-3 connected units.
- There are 5 Cottage Court Pocket Neighborhoods with 5 -11 smaller lot square footages designed around interior parking and garages and home fronts on larger community green spaces.
- Ansley is planning for the section closest to the Aurora Avenue connection to have a small event center (less than 100 people capacity) which will service the Ansley area community as well the Bike trail community and the Ansley Design office. The townhome clusters in this area would have options for "work in home" space on the lower level.

In summary, the allowances given in a PUD Overlay (smaller lots and reduced setbacks) are critical tools in the integrated and up front design focus of this development.

- 2. Consistency with the Land Use Policy Plan.** Explain how the rezoning request is consistent with the Land Use Policy Plan.

The LUPP has the proposed development designated as Urban Residential. The proposed development meets this requirement and is consistent with the LUPP.

- 3. Proposed use.** Explain the use of the property in sufficient detail for staff to determine code compliance. Include a diagram and description of the development that includes the housing type for each area and min./max. unit count along with a summary table of all uses. See Sections 29.1507(4)(ix), 29.1507(4)(x), & 29.1507(4)(xi).

See attached Master Plan and Guide Book.

- 4. PUD Conceptual Building Design Character.** The City may require additional materials related to housing design as needed to support the proposed rezoning request.

See attached Guide Book.

- 5. Area Requirement.** A minimum of two (2) acres is required for all areas developed as a PUD, except when environmentally sensitive areas, natural features, or scenic assets are being preserved.

Total number of acres is 58.70

6. **Density.** Zoning district density requirements shall apply. 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. A density bonus may be available for the offering of affordable housing units.
[See attached Master Plan.](#)
7. **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. **Please Note: Reductions must be approved at time of PUD approval (with application to both current and/or future development within the subdivision).**
[See attached document for proposed variations to the base zoning. All lots have access to a public way or private street.](#)
8. **Minimum Principal & Accessory Building Setbacks and Lot Coverage.** 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. Setback encroachments and exceptions will not apply to reduced yards unless authorized by the PUD. 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.
[See attached document for proposed variations to the base zoning.](#)
9. **Street Trees and Minimum Landscaped Area.** Landscaping and screening shall conform to requirements of Sec. 29.403. 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.
[Landscaping and screening shall conform to requirements of Sec. 29.403. Approved street trees will be planted in the 8 1/2 ft. street planting strip at the required frequency as well as in the street median locations. Ansley is designed for minimal driveway interruption of the public streets, which allows for consistency in the planting of street trees. See Preliminary Plat.](#)
10. **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 planned residential land use designation.
[No changes in base zone building height restrictions are requested.](#)

11. Parking Requirements. Parking spaces shall be provided as prescribed by the Zoning Ordinance; however, required parking locations may be approved by the City Council in common areas or on a street within the boundaries of the PUD. Parking may be reduced to a maximum of two spaces per unit for apartment buildings offering affordable housing.

- Public Roads will be 26' BOC to allow for visitor parking on one side only
- Single-Family lots will self-park a minimum of 2 cars per Lot (min)
- Townhouses: 1.5 cars per unit in addition to double garage per unit
- Scattered extra parking stalls in private alleys where deemed useful
- Event Center will satisfy city's required parking for functions on Event Center Lot

12. 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.

Sanitary Sewer will be served off of Aurora Avenue. Water service will be provided from Aurora Avenue and Cedar Lane. Alliant Energy will provide electric service off of Cedar Lane.

13. Common Open Space and Amenities. 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. Clubhouse, roof deck patios, and similar community amenities may be credited toward the open space requirement.

The Neighborhood Master Plan for Ansley has as its most obvious quality a strong, community-based design that is intended to serve and appeal to people at all life stages—from single adults to young families to down-sizing seniors. This quality comes not only from the integration of different housing types throughout the development but also from the pedestrian-focused neighborhood design. Open spaces add character to the community and create opportunities for neighbors to meet formally or informally. These areas will be both natural and landscaped, purposed to promote active use of the parks, greenways, pond and green spaces accessed through sidewalks, trails and bike paths. Early in the vision of this development, Ansley partnered with the City, Story County, ISU and the neighborhood to see the completion of the Tedesco Extender Trail, a useful and beautiful connection alongside the Ansley Development to the community and beyond. Ansley has 36% common open space.

14. Block Design. 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. 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. 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.

- Extensive use of Alleys, driveways are side or rear accessed through alleys.
- Minimal interruptions on public streets.
- Blocks exceed 660 ft only where physical/environmental conditions preclude additional connections.
- Minimal interruptions of street trees, street lighting, street parking, and sidewalks.
- Thoughtful pedestrian interconnectedness.

15. 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.

Our Architectural Code, as well as an active Design Review Board, will ensure that garages are not a prominent feature of a home, nor will they protrude forward from the home as a dominating feature. Almost all of the single residential home lots require that the garage is side or rear entry. The minimal interruption of street parking and street trees is another benefit to this design approach.

16. 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.

Entrances of homes will be identified through good design of the home and connected to the public sidewalk.

17. 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.

Not applicable, no multifamily buildings.

18. Use. - Identify the types of principal and accessory uses that will be included in this PUD project, the number of each type of structure, and the number of dwelling units in each structure.

- 72 Detached Home Lots
- 13 Cottage Court Edge Homes
- 32 Cottage Court Interior Homes
- 53 Townhomes (Approximately)
- 1 Event Center

Attachment H

Architecture

Ansley is envisioned as a place that is not frozen in a stylistic time period; rather the hope is that it will feel like a place that has been allowed to grow naturally over time. In this light, its architectural styles are varied and diverse, just as a real town would be after a hundred years of maturity. This allowance for evolution is not to say that Ansley does not have standards. The guidelines reinforce local stylistic customs typical to the region across the full spectrum of time. House styles and materials common to the area are encouraged. Below is a description of the varying housing styles that will be included in Ansley.

Northern European Vernacular

Key Style Features

- Steep-pitched roof
- Informal entry-door usually with a single protective roof covering or timber awning
- Simple detailing throughout, with an emphasis on fine wood-joinery, timber detailing, and elegant masonry
- A color palette that ranges from lighter-colored masonry to darker-colored wood stains and paint
- If brick is present, it's often painted or lime-washed



Contemporary European Vernacular

Key Style Features

- Steep-pitched roof forms and simple building massing
- Modern detailing throughout with an emphasis on clean lines
- A monochromatic color palette that emphasizes whites, blacks, and grays
- Colorful accents often derived from stained woods



Cottage Style

Key Style Features

- Gable Roofs, bay windows & balconies
- 1- 1.5 stories generally
- Lots of detailing throughout
- Smaller footprint
- Shingled, stucco walls or lap siding
- Color palette typically stays neutral ranging from lighter to darker



Prairie Style/Craftsman

Key Style Features

- Strong geometry and massing, including large central chimneys
- Open asymmetric floor plans
- Connected indoor and outdoor spaces
- Interior Wood Banding
- Restrained use of applied ornamentation
- Brick, siding or stucco exteriors



3300 Cedar Lane Ames, IA 50014

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Prepared by: City Clerk's Office, 515 Clark Avenue, Ames, IA 50010 Phone: 515-239-5105
Return to: Ames City Clerk, P.O. Box 811, Ames, IA 50010

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF AMES, IOWA, AS PROVIDED FOR IN SECTION 29.301 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA, BY CHANGING THE BOUNDARIES OF THE DISTRICTS ESTABLISHED AND SHOWN ON SAID MAP AS PROVIDED IN SECTION 29.1507 OF THE *MUNICIPAL CODE* OF THE CITY OF AMES, IOWA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE

BE IT HEREBY ORDAINED by the City Council of the City of Ames, Iowa;

Section 1: The Official Zoning Map of the City of Ames, Iowa, as provided for in Section 29.301 of the *Municipal Code* of the City of Ames, Iowa, is amended by changing the boundaries of the districts established and shown on said Map in the manner authorized by Section 29.1507 of the *Municipal Code* of the City of Ames, Iowa, as follows: That the real estate, generally located at 3210 Cedar Lane, is rezoned with a Master Plan from Agricultural "A" to Floating Suburban - Residential Low Density (FS-RL) with a Planned Unit Development (PUD) Overlay.

Real Estate Description: PARCEL 'X' A TRACT OF LAND IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TENTY-ONE (21), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TENTY-FOUR (24) WEST OF THE 5TH P.M., AMES, STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY - BOUNDARY LINE ADJUSTMENT AS ATTACHED TO THE SURVEYOR'S AFFIDAVIT FILED IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA, ON JUNE 23, 2020, AS INSTRUMENT NO. 2020-06792.

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., IOWA, LYING WEST OF THE CENTERLINE OF THE ABANDONED C. & N.W. RAILROAD RIGHT-OF-WAY.

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., IOWA, LYING WEST OF THE CENTERLINE OF THE ABANDONED C. & N.W. RAILROAD RIGHT-OF-WAY EXCEPT, ALL OF VILLAGE PARK SUBDIVISION AS RECORDED IN INST. #2016-09359 IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA.

PARCEL 'R' A PART OF LOT 3 IN THE SUBDIVISION OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER, AND PART OF THE VACATED C. & N.W. RAILROAD, ALL IN SECTION 21, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN IN INSTRUMENT #2012-12842 IN THE OFFICE OF THE RECORDER OF STORY COUNTY, IOWA.

Section 2: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: This ordinance is in full force and effect from and after its adoption and publication as provided by law.

ADOPTED THIS _____ day of _____, _____.

Diane R. Voss, City Clerk

John A. Haila, Mayor

COUNCIL ACTION FORM

SUBJECT: PUBLIC HEARING FOR SALE OF CITY-OWNED PROPERTY AT 241 VILLAGE DRIVE TO HABITAT FOR HUMANITY OF CENTRAL IOWA

BACKGROUND:

As part of the City's Community Development Block Grant (CDBG) Neighborhood Sustainability Program, the acquisition/reuse program component seeks to acquire single-family properties and/or lots for reuse for affordable housing to assist low- and moderate-income (80% or less of AMI) families. The program also makes health and safety repairs to the properties, as needed. Where possible, the properties are matched with eligible first-time homebuyers through the City's CDBG Homebuyer Assistance Program. Program parameters also permit the sale of properties to qualified non-profit organizations in the community.

CDBG funds were used to purchase the property at 241 Village Drive as part of the Acquisition/Reuse Program. The property was purchased in 2018 for \$161,000. The only major improvements to the property were the installation of a concrete driveway (approximately \$7,000) and installation of a radon system (\$1,124). The property was intended to be sold to a low-income first-time homeowner for \$100,000, with the proceeds being used towards the improvements in the Baker Subdivision at 321 State Avenue.

Habitat for Humanity of Central Iowa (HHCI) approached staff with an interest in purchasing the 241 Village Drive property for \$100,000. Following the purchase, Habitat would be responsible for any further improvements it wishes to make to the property and will ultimately identify a qualifying family to move into the home.

A collaboration with Habitat for Humanity of Central Iowa would represent the fourteenth endeavor between Habitat and the City of Ames. This project will allow the City to continue to address one of its priority goals outlined in the both the 2021-2022 Annual Action Plan and in the 2019-2023 CDBG Consolidated Plan, which is to increase the supply of affordable housing for LMI households.

The City's Finance staff has reviewed a draft of HHCI's 2021 Annual Audit Report and finds it in good order including the audit opinion. Staff has been working with the City Attorney's Office to finalize the terms and conditions with Habitat that includes restrictive covenant language (see attached agreement).

ALTERNATIVES:

1. Approve the sale of the City-owned property at located at 241 Village Drive to Habitat for Humanity for Central Iowa for \$100,000 based on the attached terms and conditions.
2. Approve the sale of the City-owned property at located at 241 Village Drive to Habitat for Humanity for Central Iowa for \$100,000 based on the attached terms and conditions with modifications.
3. Reject finalizing the terms and conditions with Habitat for Humanity of Central Iowa and refer this item back to staff for further information.

CITY MANAGER'S RECOMMENDED ACTION:

The sale of the 241 Village Drive home to Habitat for Humanity of Central Iowa will assist the City in its efforts to continue to address the housing needs for low- and moderate-income first-time home buyers. The proposed purchase price is consistent with staff's initial estimates. Selling the property at this time to Habitat will accelerate the occupancy of the home with a qualified household as City staff focuses efforts on completing Baker Subdivision.

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

DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER

Prepared by: Mark O. Lambert, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010; 515-239-5146
Return to: Diane R. Voss, Ames City Clerk, Ames City Hall, 515 Clark Ave., Ames, IA 50010; 515-239-5146

**AGREEMENT BETWEEN THE CITY OF AMES AND
HABITAT FOR HUMANITY OF CENTRAL IOWA, INC., FOR
SALE OF PROPERTY AT 241 VILLAGE DRIVE, AMES,
IOWA**

THIS AGREEMENT is made and entered into between the City of Ames, Iowa, an Iowa municipal corporation (“City”) and Habitat for Humanity of Central Iowa, Inc. (“Habitat”), an Iowa corporation.

WHEREAS, the City has utilized community development block grant funds to acquire real property for rehabilitation or construction, or both, of a home to be used as owner-occupied housing for income-qualified homebuyers to further the goals and objectives of the City’s 2019-23 Consolidated CDBG plan; and

WHEREAS, Habitat also has the goal of providing safe and affordable owner-occupied housing to low income home buyers and is willing to participate with the City in rehabilitation or or new construction, or both, of residential structures.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**I
CITY’S OBLIGATIONS**

- A. Purchase of Property. The City has secured the purchase of property legally described as **Lot 11, West Campus Village Addition, Ames, Story County, Iowa** (also known as 241 Village Drive & Parcel No. 09-08-203-040) (hereinafter “Property”) and will retain ownership of that Property until sold to Habitat under the conditions described herein. The City has completed certain items on the Property prior to this Agreement. **See Attachment A** for a list of completed items.

- B. Access to Property. The City agrees to grant Habitat immediate and continuing access to the property for the purpose of rehabilitation of the property as shown on Attachment B. Access for the purpose of rehabilitation shall also be granted to Habitat's agents.
- C. Technical Assistance. Upon request, the City will provide technical assistance to Habitat concerning compliance with the terms of this Agreement.
- D. Performance Monitoring. The City may inspect and monitor the performance of Habitat to determine its compliance regarding the performance standards of this Agreement. Substantial nonperformance, as determined by the City, constitutes noncompliance with this Agreement. In the event this occurs, the City shall notify Habitat of the noncompliance and provide a time limit to correct the noncompliance.
- E. Property Conveyance. The City shall convey marketable title to the property for and in consideration of Habitat's completion of new construction on the property, payment of sums set out in Section II.A(1) and agreement to sell the property on or before July 29, 2022, to a qualified homebuyer, as set forth hereafter.

II HABITAT'S OBLIGATIONS

- A. Compensation for Purchase.
 - 1. Habitat agrees to pay the City of Ames \$100,000.00 for the Property. Habitat agrees that it shall provide a non-refundable down payment on May 3, 2022, of \$50,000.00 (1/2 of the purchase price) to the City of Ames for the Property upon the approval of this Agreement. Timely payment of the down payment shall be a pre-condition to Habitat being granted access to the Property. The remaining total of \$50,000.00 shall be due at the time Habitat has completed all other requirements under this Agreement and acquires title to the Property. Habitat shall pay all transfer and recording expenses, including transfer taxes, any permit fees and other expenses related to the conveyance of the Property. All abstracting costs shall be the responsibility of Habitat, and not the City.
 - 2. In Kind Compensation. Habitat agrees to provide all materials, labor and services as are necessary to rehabilitate the Property to the standards described in section II.B so that it is safe and habitable for residential use.
 - 3. Property Improvements. Habitat agrees to complete all construction included on **Attachment B** by this reference made a part hereof. All property improvements shall be completed on or before July 15, 2022. Habitat further agrees that if it fails or decides to not to complete the improvements to the Property, the City of Ames will not reimburse Habitat for any cost incurred for any improvements made to the Property.
 - 4. Property Maintenance and Utilities. Habitat shall be responsible for all maintenance for the Property (i.e., lawn care, snow removal, etc.) and shall have all utilities

(electric, gas, water, and sewer) transferred into its name within one calendar week from the date of this mutually signed Agreement.

5. Property Taxes. Property taxes until transfer of title to Habitat will be the responsibility of the City of Ames.

B. Performance Standards. The Property shall be rehabilitated in compliance with all applicable state and local building codes and regulations, including necessary building permits as required. The development of any architectural designs, if necessary, for the project shall be the responsibility of Habitat, subject to prior approval by the City. Habitat shall submit rehabilitation improvements plans as required by City Code to the Building Inspections Division for written approval to apply for a building permit.

C. Completion of Home Rehabilitation and Sale to Qualified Homebuyers.

1. City shall not convey title of the property to Habitat unless and until the following two actions have occurred: 1) the selected **initial** home buyer has been determined eligible by the City (Housing Division staff) and 2) the City has completed a final walk-thru of the property and verified that all repairs as outlined in Attachment B have been completed satisfactorily.

2. Habitat shall within 45 calendar days after the approval date of this agreement, in a format prescribed by the City, provide the following documentation and information of the selected **initial** home buyer: **a)** the selected home buyer meets the eligibility requirements outlined by the City; and **b)** has an income that is at or below 80% of the Ames MSA (IA) income limits as established by HUD as outlined in **Attachment C incorporated by reference into this Agreement**. The Housing Division staff (utilizing CDBG program requirements), will verify the eligibility of the selected **initial** home buyer and notify Habitat in writing of that determination within 30 calendar days from the date of the received documentation.

3. Habitat shall within one (1) calendar week after the completion of the rehabilitation of the property, schedule a final walk-thru with the City Housing Division to verify the rehabilitation of the property has been completed satisfactorily. Upon verification that the rehabilitation of the property has been satisfactorily completed, the City of Ames will schedule the closing date to convey title of the property to Habitat before July 29, 2022.

4. Habitat further agrees that it will include in its mortgage documents to an eligible buyer the following language:

Borrower(s) covenants and agrees that in the event it shall desire to sell or convey the Property during the term of this Security Instrument, for a period of ten (10) years, the Borrower(s) shall first offer the Property to Habitat for Humanity of Central Iowa, Inc. (HFHCI), or HFHCI's successor

in interest, in the following manner:

Borrower(s) shall serve notice in writing to HFHCI, or its successor in interest, by registered mail, return receipt requested. The notice shall indicate that Borrower(s) desires to sell the Property. The notice shall also contain an offer to sell the Property to Lender, or its successor in interest, upon the terms and conditions as set forth in the bona fide offer.

For a period of thirty (30) calendar days after the receipt of the notice, Lender, or its successor in interest, shall have the right to purchase the Property for the same price on the same terms that the Property was sold to the Borrower(s). However, at the time of sale of the Property, all payments (excluding insurance, taxes and escrow payments used for the repair of the Property) and the added, appraised value of any permanent improvements (which have been approved by the Lender) to the property made by the Borrower(s) with their funds will be repaid to the Borrower(s). If Lender, or its successor in interest, fails to exercise the right to purchase set forth in this paragraph, Borrower(s) may sell or convey the Property to any party making a bona fide offer.

In the event Lender timely notifies Borrower(s) that it elects to purchase the Property on the terms provided in the notice set forth in the preceding paragraph, Lender and Borrower(s) shall promptly, but no later than sixty (60) calendar days after the date of notice from Lender to Borrower(s), execute such usual and customary documents as shall be required in order to consummate such transaction.

5. Habitat shall provide certification in a form acceptable to the City that the activities carried out under this Agreement will meet the objective of benefitting low and moderate income persons as defined in 24 CFR 570.208. Along with a copy of the mortgage documents sign between Habitat and the Home buyer.

- D. Completion Date and Terms. Habitat shall be permitted to commence rehabilitation as soon as the down payment has been paid to the City of Ames. Habitat shall complete the rehabilitation of the Property by July 15, 2022. Habitat shall promptly sell the Property to qualified homebuyers on or before July 29, 2022.

Within thirty (30) calendar days after the closing of permanent financing and sale to the eligible homebuyers, Habitat, at its expense, shall have properly recorded any mortgage, security agreement, financing statement, purchase contract or similar document(s) required by the City.

Habitat agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

- E. Insurance. During the period of this Agreement, effective as of the start date of the

project, Habitat shall, at its own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Habitat shall list the City as an additional insured on said property insurance. Property damage coverage shall not be less than the current market value of the Property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverages of not less than \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence and \$500,000 property damage. Habitat shall furnish the City with a certificate of insurance. The insurance company providing the insurance must be licensed to do business in the state of Iowa and rated as A or better by A.M. Best. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. The contractor shall also give at least thirty (30) days prior notice to the City, by certified mail, return receipt requested, of any coverage to be suspended, voided, canceled by either party or reduced in coverage or in limits. Habitat shall provide Workers' Compensation insurance coverage, as required by Chapter 85 of the *Code of Iowa*, for all employees involved in the performance of this Agreement. Habitat shall furnish the City with certificates of insurance for all insurance required under this Agreement, upon request of the Housing Coordinator.

F. Audits, Inspections and Records.

1. Prior to the transfer of title of the Property and annually thereafter, Habitat shall promptly furnish to the City for its review and approval a current audit of its annual financial statements.
2. Habitat shall promptly furnish the City and HUD with such statements, records, data and information as the City or HUD may reasonably request pertaining to this Agreement.
3. Habitat shall maintain all records for ten (10) years from the date of this Agreement that are pertinent to the activities to be funded under this Agreement including, but not limited to:
 - a. Records providing a full description of each activity undertaken.
 - b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
 - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
 - d. Financial records as required by 24 CFR 570.502 and OMB Circular A-110.

- G. Homebuyer Records. Habitat shall maintain homebuyer data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, a

signed and dated verification of income statement, or other basis for determining eligibility, and a description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

During the term of this Agreement, any time during normal business hours, Habitat shall make available to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Habitat's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.

Habitat shall submit a Homebuyer Completion Report at the close of the finished housing unit and/or sale to an income-qualified buyer. The completion report shall, at a minimum, include information relating to the final project costs and funding sources, and household characteristics as required by the City for reporting to HUD's IDIS system.

- H. Notices. Habitat shall direct all notices, reports, insurance policies and other communications related to or required by this Agreement to the office of the City of Ames Department of Planning and Housing, Housing Coordinator, 515 Clark Avenue, Room 214, Ames, Iowa, 50010. Notice by both Habitat and the City shall be given by ordinary mail.

Additionally, until completion of the project, Habitat shall submit quarterly reports describing progress of the project activities, which shall be due no later than ten (10) calendar days after the end of the calendar quarter.

III NON-PERFORMANCE

- A. Performance Obligation. Until July 29, 2032, Habitat shall, in a manner satisfactory to the City, fulfill its stated purpose as outlined in II.E of this Agreement and provide continued service.
- B. Limitation on Resale. Habitat agrees the documents of the sale of the Property to the qualified initial home buyer outlined in SECTION II will include provisions to restrict any subsequent sales during the duration of this Agreement by imposing an agreed upon resale ratio that will ensure that the Property will be affordable to a subsequent home buyer who meets the income limits outlined in SECTION II of this Agreement. Habitat further agrees that if the Property is resold to **subsequent home buyers during the ten (10) year Performance Obligation**, that they must meet the requirements as set forth in SECTION II, for the remaining **period until** July 29, 2032. Habitat shall immediately notify the City that the Property is for re-sale, and following the procedures as outline under SECTION II.
- C. Limitation on Assignment.

1. Habitat shall not sell, assign or transfer any legal or equitable interest in the Property at any time prior to July 29, 2032, without written concurrence of the City. In such event, Habitat shall repay to the City the City's original purchase price of \$161,000, which shall be due in fully immediately, or if Habitat discontinues its program, Habitat shall repay to the City the City's original purchase price of \$161,000 or show proof that the Property will continue to be occupied by an eligible household, as outlined in SECTION II of this Agreement.
 2. In no case shall Habitat assign its mortgage to a qualified lending institution, or any other entity, prior to July 29, 2032, without the express written approval of the City of Ames.
- D. Discontinuance of Habitat. In the event Habitat discontinues its services prior to July 29, 2032, the value of the prorated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreement shall revert to the City. If said Property has been disposed of, Habitat shall reimburse the City in the amount of the current fair market value of the Property less any portion of the fair market value attributable to non-City CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings and vehicles.)
- E. Default. In the event Habitat defaults in the performance or observation of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of thirty (30) calendar days after notice thereof shall have been given by the City to Habitat (or for a period of sixty (60) calendar days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period and thereafter diligently and continuously prosecutes the same to completion within such 60-day period), the City may declare that Habitat is in default hereunder and may take any one or more of the following steps, at its option:
1. By mandamus or other suit, action or proceeding at law or in equity, require Habitat to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or a violation of the rights of the City hereunder, or obtain damages caused by Habitat by any such default.
 2. Have access to and inspect, examine and make copies of all books and records of Habitat which pertain to the project.
 3. Declare a default with the Home Ownership Agreement and make no further disbursements, and demand immediate repayment from Habitat of any funds previously disbursed under the Home Ownership Agreement.
 4. Take whatever other action at law or in equity which may appear necessary or desirable to enforce the obligations, covenants and restrictions of Habitat hereunder, including the recovery of funds. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the

City to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation, or any similar breach or violation thereof, at any later time or times.

F. Events of Default. The following, by way of specification but not limitation, shall constitute events of default of this Agreement between Habitat and the City:

1. The homebuyer has a principal place of residence at some place other than the Property.
2. The homebuyer causes or permits the Property to be damaged, in disrepair, the site of a public nuisance or otherwise the site of conditions that unreasonably interfere with the use and enjoyment of other properties in the vicinity, ordinary wear and tear excepted.
3. The homebuyer allows unauthorized persons to reside in the property without written approval by Habitat and the City of Ames.
4. The homebuyer abandons or ceases to occupy the property for more than 60 calendar days per year.

IV ENVIRONMENTAL, ASSESSMENT, HISTORIC PRESERVATION AND LEAD BASED PAINT

Habitat shall assist the City in complying with all applicable environmental assessments, historic preservation requirements of HUD and the State Historic Preservation Office of Iowa, and section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR, part 50) insofar as they apply to the performance of this Agreement.

V ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613)

- A. Restriction. Habitat agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR, part 5, subpart E, are not eligible to apply for benefits under covered activities funded by the City's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the City's CDBG programs. "Benefits" does not include relocation services and payments to which displaced persons are entitled by law.
- B. Covered Activities. "Covered activities" under this section means activities meeting the requirements of section 570.208(a) that either:
1. Have income eligibility requirements limiting the benefit exclusively to low- and moderate-income persons; or

2. Are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks and parks), and that provide benefits to persons on the basis of an application.
- C. Limitation on Coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this Agreement.
 - D. Compliance. Compliance can be accomplished by Habitat obtaining certification as provided in 24 CFR, part 5, subpart E, evidencing citizenship or eligible immigration status.

VI TERMINATION OF AGREEMENT FOR CAUSE

If Habitat fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Habitat violates any of the terms, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Habitat of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated thirty (30) days after the giving of such notice unless such default or defaults are remedied within such cure period. The City shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied within said thirty (30) day period. In the event of such termination, Habitat shall promptly repay to the City the full grant/loan amount or that portion of the amounts that have been disbursed to Habitat prior to such termination.

VII TERMINATION OF AGREEMENT FOR CONVENIENCE

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the City and Habitat shall agree in writing upon the termination conditions, including the effective date, the disposition of contract amounts and, in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Habitat shall promptly repay to the City the full grant/loan amount or that portion of the amount which has been disbursed to Habitat prior to such termination.

VIII INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

- B. No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.
- C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Habitat, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.
- D. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal agreement, Habitat shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E. Habitat shall require that the language of this certification be included in the award documents for all sub-Habitats and that all sub-Habitats shall certify and disclose accordingly.

**IX
CONFLICT OF INTEREST**

Habitat covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Habitat further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Habitat.

**X
GRANTOR RECOGNITION**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Habitat will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**XI
ASSIGNABILITY**

Habitat shall not assign or transfer any interest in this Agreement without the prior

written approval of the City. Any assignment made without such consent shall be void. This Agreement shall be binding upon the parties and shall inure to the benefit of the successors and assigns of the parties hereto.

**XII
HOLD HARMLESS PROVISION**

Habitat shall indemnify, defend and hold harmless the City, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Habitat's employees or agents during the performance of this Agreement.

The City shall indemnify, defend and hold harmless Habitat, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the City's employees or agents during the performance of this Agreement.

**XIII
SEVERABILITY CLAUSE**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

**XIV
LIMITATIONS OF CITY LIABILITY – DISCLAIMER OF RELATIONSHIP**

The City shall not be liable to Habitat, or to any party, for completion of or failure to complete any improvements, which are parts of the project. Nothing contained in this Agreement, nor any act or omission of the City or Habitat, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture or any association by reason of Habitat's involvement with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2022.

CITY OF AMES, IOWA

**HABITAT FOR HUMANITY OF
CENTRAL IOWA, INC.**

By _____
John A. Haila, Mayor

By _____
Tom Prochnow, Board President

Attest _____
Diane R. Voss, City Clerk

By _____
Sandi Risdal, Executive Director

STATE OF IOWA, STORY COUNTY, ss:

STATE OF IOWA, STORY COUNTY, ss:

On this _____ day of _____, 2022, 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. 22-_____ adopted by the City Council on the _____ day of _____, 20, 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.

On this _____ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Tom Prochnow and Sandi Risdal, to me personally known, who being by me duly sworn, did say that they are the Board President and Executive Director, respectively, of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Tom Prochnow and Sandi Risdal acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

Notary Public in and for the State of Iowa

ATTACHMENT A
IMPROVEMENTS COMPLETED BY THE CITY OF
AMES ON
241 VILLAGE DRIVE

1. Installation of new concrete driveway
2. Installation of radon system
3. Mold repair in downstairs bathroom

**ATTACHMENT B
REHABILITATION IMPROVEMENTS TO BE COMPLETED BY HABITAT FOR
HUMANITY OF CENTRAL IOWA
FOR 241 VILLAGE DRIVE**

This list is not exhaustive, other items that become apparent during the construction of a new house on the subject property may be added to this list by mutual consent of the parties.

Construction of the home must meet all of the City of Ames Building Code standards, permit requirements and inspections. The property must also include the following features:

1. Check furnace and hot water heater for efficiency and upgrade, as needed.
2. Interior painting.
3. Update kitchen countertops.
4. Regrade rearyard.
5. Install additional landscaping and cosmetic work in front and rear yard, as needed (not to exceed \$1,000).
6. Check attic insulation and supplement or replace, as needed.

=

The above items will be written in more detailed specifications and subject to final approval of all parties.

A walk through pre-final inspection by the City will be required within 3-4-weeks prior to the rehabilitation deadline (on or before July 15, 2022). A final inspection will be required on or before July 15, 2022, to verify that all items have been completed. Failure to adhere to these deadlines may cause the agreement to become null and void.

ATTACHMENT C

2021 80% of Ames (IA) MSA*** (subject to change)	
Family Size	Gross Income Cannot Exceed
1	\$50,400
2	\$57,6000
3	\$64,800
4	\$71,950
5	\$77,750
6	\$83,500
7	\$89,250
8	\$95,000

***Metropolitan Statistical Area

COUNCIL ACTION FORM

SUBJECT: **AWARD CONTRCT FOR THE ADA HAYDEN HERITAGE PARK
WETLAND G DREDGING PROJECT**

BACKGROUND:

This project is to dredge Wetland G located in Ada Hayden Heritage Park (see Figure 1). The base bid includes removing approximately 3,800 cubic yards of sediment (sand, silt, soil, etc.) and disposal at an offsite location. Alternate #1 includes soil preparation and temporary erosion seeding of the areas disturbed during the project.

Wetland G is the first wetland pond that is part of a complex of wetland ponds that treat storm water flowing into the park via Jewelwing Creek. Jewelwing Creek drains a majority of the land directly west and northwest of Ada Hayden Heritage Park (Hayden’s Preserve, see Figure 1). It is estimated that Wetland G is at capacity regarding the amount of sediment that has been deposited as determined by comparing the original specifications to a survey completed in June of 2021.

Figure 1



It is noted in the Ada Hayden Heritage Park Land Management Plan that in order for the wetland ponds to continue to function as designed, dredging should take place within 20 years after the park’s development. This year marks the eighteenth year of the park being open. **The goal is to keep Wetland G clean of sediment because it lessens the chance of needing to dredge the other wetlands.**

City of Ames Water Pollution Control staff completed the survey and developed the plans and specifications for the project. City Council approved plans and specifications at its February 22 meeting and bids were received March 23. Bids received are shown below:

Bidder	Base Bid	Alt #1
Nagel Construction LLC., Allerton, Iowa	\$110,823	\$ 7,500
Iowa Earth Works, Huxley, Iowa	\$140,500	\$15,000
Con-struct, Inc., Ames, Iowa	\$213,120	\$ 4,050
Wenthold Excavating, LLC., Elkhart, Iowa	\$343,000	\$ 8,000

The FY 2020/21 adjusted City Budget allocated \$175,000 from General Fund savings for this project. This funding has been carried over into the current year and is available for this project. In order for this project to take place, the wetland and surrounding area has to be dry. Hopefully conditions will allow for it to be completed by the end of the summer. The area surrounding the wetland disturbed by the project will be seeded back to native prairie in the spring of 2023 at an estimated cost of \$7,000.

ALTERNATIVES:

1. Award contract to Nagel Construction LLC., Allerton, Iowa, for the Ada Hayden Heritage Park Wetland G Dredging Project in the amount \$118,323 (Base Bid and Alternate #1).
2. Accept the report of bids for the Ada Hayden Heritage Park Wetland G Dredging 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. More importantly, the lake provides a source of water in times of drought to recharge the aquifer that supplies the City of Ames. The wetlands are in place to protect the lake by filtering stormwater coming into the park. It is important the wetlands are maintained to ensure they operate as intended and dredging will assist with meeting that goal.

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

COUNCIL ACTION FORM

SUBJECT: **SOUTH 16TH STREET IMPROVEMENTS**

BACKGROUND:

This project, to reconstruct and add turn lanes at S. Duff Avenue and S. 16th Street, is one of the phases associated with the extension of S Grand Avenue. The projects have been broken into three phases to allow for flexibility in timing of construction and funding:

- 1) S 5th St and S Grand Ave (loway Creek Drive to S 5th St.) **(Completed)**
- 2) S Grand Ave south of S 5th Street (this portion includes two bridges to accommodate Squaw Creek under the roadway). **(Substantially Complete)**
- 3) Reconstruction and additional turn lanes at S Duff Ave and S 16th St. **(This project)**

Work includes turn lane and traffic signal improvements at S 16th Street/S Duff Avenue, reconstruction of concrete pavement on S 16th Street each direction of S Duff Avenue, and infill of sidewalk along the south side of S 16th Street from S Grand Avenue to just west of Menards. Revenues and expenses for this project are estimated as follows:

Activity	Expenses	Revenue
Engineering (overall total)	2,625,350.00	
South 5 th Street Project (Completed)	3,187,255.70	
S Grand Extension (Substantially Complete)	8,883,564.62	
S 16th St/S Duff Ave Imp (Revised plans)	4,085,830.80	
Land Acquisition	841,848.40	
Tree Clearing & Temporary Signal	138,206.39	
Traffic Signal (Cabinet/Poles/Camera)	210,000.00	
Pedestrian Bridge (Relocate to Schulte)	250,000.00	
GO Bonds		11,580,000
2022/23 Stormwater Improvement Program		200,000
21/22 Water System Improvement		165,000
MPO/STP Funds (\$4,300,000 in CIP)		5,500,000
Federal/State Grants (\$4,273,000 in CIP)		2,791,485
TOTAL	\$20,222,055.91	\$20,236,485

On April 6, 2022, bids for the project were received as follows:

Bidder	Base Bid Amount
<i>Engineer's Estimate</i>	\$ 3,870,395.80
Con-Struct Inc.	4,085,830.80
All Star	4,309,928.72

ALTERNATIVES:

1. a. Accept the report of bids for the South Duff Avenue and South 16th Street Improvement project.

b. Approve the final plans and specifications for this project.

c. Award the South Duff Avenue and South 16th Street project to Con-Struct Inc. of Ames, Iowa, in the amount of \$4,085,830.80.
2. Award the contract to one of the other bidders.
3. Do not proceed with this project.

CITY MANAGER'S RECOMMENDED ACTION:

By approving the final plans and specifications and awarding the contract, this project will result in lower street maintenance costs, improve area drainage, and provide a better traffic flow at the intersection of S Duff Ave and S 16th St.

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