

AGENDA
REGULAR MEETING OF THE AMES CITY COUNCIL
COUNCIL CHAMBERS - CITY HALL
JUNE 25, 2024

NOTICE TO THE PUBLIC: The Mayor and City Council welcome comments from the public during discussion. The Standards of Decorum, posted at the door and available on the City website, define respectful conduct for public participation. If you wish to speak, please fill out the form on the tablet outside the door to the Council Chambers or scan the QR Code to the right to fill out the same form on a personal device. When your name is called, please step to the microphone, state your name for the record, and keep your comments brief so that others may have the opportunity to speak.



CALL TO ORDER: 6:00 p.m.

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

1. Motion approving payment of claims
2. Motion approving Summary of Minutes of the Joint Meeting of the Ames Human Relations Commission and Ames City Council on June 11, 2024, and Special Meeting on June 18, 2024
3. Motion approving Report of Change Orders for period June 1-15, 2024
4. Motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #200, 4510 Mortensen Road
5. Motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #216, 203 Welch Avenue
6. Motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #0217, 3111 South Duff Avenue
7. Motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #227, 2108 Isaac Newton Drive
8. Motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #1113, 2801 East 13th Street
9. Motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #1215, 4506 Lincoln Way
10. Motion approving new Special Class C Retail Alcohol License - Apres Bar Co., 520 6th Street, City Auditorium, Pending Dramshop Review
11. Motion approving new 5 Day (July 10 - July 15, 2024) for Special Class C Retail Alcohol License with Outdoor Service - Thirsty Pigs, LLC, Chamberlain Street for Campustown After Sundown
12. Motion approving the renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Red Lobster #0747, 1100 Buckeye Avenue, Class C Retail Alcohol License, Pending Dramshop Review
 - b. La Casa Maya, 631 Lincoln Way, Class C Retail Alcohol License with Outdoor Service, Pending Dramshop Review
 - c. Welch Ave Station, 207 Welch Avenue, Class C Retail Alcohol License
 - d. Kwik Star #1158, 1910 Isaac Newton Dr., Class E Retail Alcohol License
 - e. Riconcito Hispano Tienda y Taqueria, 823 Wheeler Street Suite #1, Class C Retail Alcohol License
13. Motion approving Requests from Ames Main Street for Campustown After Sundown on July 11, 2024:

- a. Motion approving Blanket Temporary Obstruction Permit
 - b. Motion approving Blanket Vendor Permit
 - c. Resolution approving Road Closures of Chamberlain Street from Stanton Avenue to Campustown Lot Z
 - d. Resolution approving Road Closure of Stanton Avenue from Chamberlain Street to Legacy Tower Parking Garage
 - e. Resolution approving waiver of fees for Blanket Vendor Permit (Loss of \$50 to the City Clerk's Office)
 - f. Resolution approving/motion denying waiver of parking meter fees and enforcement (\$12.00 Loss to the Parking Fund)
14. Motion approving requests from Ames Main Street for Campustown Farmer's Market on August 13, 2024:
- a. Motion approving Blanket Temporary Obstruction Permit
 - b. Motion approving Blanket Vendor Permit
 - c. Resolution approving Road Closures of Chamberlain Street from Stanton Avenue to Campustown Lot Z
 - d. Resolution approving Road Closure of Stanton Avenue from Chamberlain Street to Legacy Tower Parking Garage
 - e. Resolution approving waiver of fees for Blanket Vendor Permit (Loss of \$50 to the City Clerk's Office)
 - f. Resolution approving/motion denying waiver of parking meter fees and enforcement (\$12.00 Loss to the Parking Fund)
15. Motion approving requests from Ames Main Street for Farm to Table on Sunday, August 4, 2024:
- a. Motion approving Blanket Temporary Obstruction Permit
 - b. Motion approving use of City-owned electricity
 - c. Motion approving Temporary Outdoor Service August 8, 2024, for Class C Retail Alcohol License with Outdoor Service - Noir, 229 Main Street, Pending Dramshop Review
 - d. Resolution approving Street Closure of Kellogg Avenue from Main Street to 5th Street
 - e. Motion approving/denying request to utilize roping in place of fencing for alcohol area
16. Motion approving requests from Octagon Arts Center for Octagon Art Festival on September 22, 2024:
- a. Resolution approving closure of the following streets, from 5:00 a.m. to 6:00 p.m.:
 - i. Main Street, east of Clark (not blocking Wells Fargo Driveway) to just west of Duff Avenue (allowing traffic to access parking lot behind businesses)
 - ii. Douglas Avenue, 5th Street to Main Street
 - iii. Kellogg Avenue, south of the alley to Main Street
 - iv. Burnett Avenue, south of the alley to Main Street
 - b. Resolution approving waiver of costs for electricity during the event (estimated at \$10)
 - c. Motion approving Blanket Temporary Obstruction Permit for the Central Business District
 - d. Motion approving Blanket Vending License for the duration of the event
 - e. Resolution approving waiver of fee for Blanket Vending License (\$50)
17. Motion approving salaries of Council Appointees for FY 2024/25
18. Resolution adopting Annual Fee Schedule for FY2024/25
19. Resolution approving and adopting Supplement No. 2024-3 to the *Municipal Code*
20. Resolution approving Pay Plan for FY 2024/25
21. Resolution approving renewal agreement for Safety Services with IAMU in an amount not to exceed \$142,750 for July 1, 2024, through June 30, 2025
22. Resolution accepting renewal quote of the City's membership in the Iowa Communities Assurance Pool (ICAP) in an amount not to exceed \$801,832
23. Resolution accepting second year guaranteed premium quote from Midwest Employers Casualty

Company for 2024/25 Excess Worker's Compensation Insurance Renewal

24. Resolution approving Liability Brokerage Agreement with Knapp Tedesco in the amount of \$28,000 for the period of July 1, 2024, through June 30, 2025
25. Resolution approving contract renewal with EMC Risk Services, LLC, Des Moines, Iowa to provide third party administration of the City's Worker's Compensation and Municipal Fire and Police "411 System" claims for August 1, 2024, through July 31, 2025
26. Resolution approving Property Brokerage Agreement with Willis Towers Watson in the amount of \$55,000 for July 1, 2024 through June 30, 2025
27. Resolution approving renewal of Property Insurance Coverage for FY 2024/25 at a combined quoted premium of \$994,308
28. Resolution awarding one-year renewal of contract with Gallagher Benefit Services, Inc., West Des Moines, Iowa for Health Benefits Brokerage, Consulting and Actuarial Valuation Services beginning July 1, 2024
29. Resolution approving Professional Service Agreement with WHKS of Ames, Iowa for Ames Plan 2040 Sanitary Sewer Utility Infrastructure - (Sewer Extension at 265th Street and 550th Avenue) in the amount not to exceed \$273,300
30. Resolution approving Professional Services Agreement with Farris Engineering of Omaha, Nebraska, for Ames Well Field Generator Mitigation Project in an amount not to exceed \$107,200
31. Resolution for the award of contract for FY 2024/25 Fuel Purchases for CyRide
32. Resolution awarding contract renewal to Stratus Building Solutions, of West Des Moines, IA for Custodial Services at City Hall in the amount not to exceed \$84,962.00
33. Resolution approving preliminary plans and specifications for 2024/25 Shared Use Path Maintenance program, setting July 17, 2024 as bid due date and July 23, 2024 as date of Public Hearing
34. Resolution approving Change Order No. 2 to Con-Struct, Inc, Ames, IA for Fitch Family Indoor Aquatic Center Bid Package 33-1 Demolition and Earthwork in the amount of \$45,419
35. Resolution approving Change Order No. 2 to Primoris Electric, Inc., Inver Grove Heights, MN, for Relocation of 161kV Transmission Line from Ames Plant to NE Ankeny due to a reduction in scope of work from IDOT in the amount of (\$192,618.40)
36. Resolution accepting 2022/23 Storm Water Erosion Control (Clear Creek Bank Stabilization - Utah Drive) project as completed by Iowa Earth Works of Huxley, Iowa in the amount of \$61,147.72
37. Resolution accepting completion of Stormwater Management (Chapter 5B) at Neighbors Heating & Cooling, 2700 Graham, and releasing four-year maintenance security in full
38. Resolution accepting completion of landscaping requirements at Tesla Supercharger Station, 1910 Isaac Newton Drive, and releasing security in full
39. Resolution accepting completion of public improvements at Ansley Subdivision 1st Addition and reducing financial security to \$220,263.75
40. Resolution accepting Refuse-Derived Fuel (RDF) Storage Bin Repair project as completed by Neumann Brothers Inc, of Des Moines, Iowa, in the amount of \$1,608,028.59

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.

ADMINISTRATION:

41. Resolution approving FY 2025/26 ASSET Priorities
42. Resolution approving amendment to FY 2024/25 ASSET Contract with The Salvation Army to add \$100,000 for temporary emergency shelter services

43. Resolution authorizing staff to enter into agreements with ASSET agencies for up to a maximum of \$25,000 to provide relocation services to tenants

PLANNING AND HOUSING:

44. Resolution Awarding Downtown Facade Grants for Spring, Fiscal Year 2023-24
45. North Dayton Avenue Industrial Park TIF Agreement with Dayton Avenue Development LLC
 - a. Resolution approving amendments to the Development Agreement
 - b. Resolution finding the developer in compliance with the development agreement for substantiation of public improvement costs to allow for approval of the first year of the TIF rebate
46. The Bluffs at Dankbar Farms Subdivision Final Plat Second Addition
 - a. Resolution approving sidewalk deferral request
 - b. Resolution accepting Financial Security for Public Improvements
 - c. Resolution approving Final Plat
47. Staff report to determine the process for rezoning of 113 North Dakota from Residential Low Density (RL) to Residential Medium Density (RM) within Urban Corridor Designation
48. Review of Draft RFP for Development of Surplus City Land at Harrison and Welbeck

POLICE:

49. Motion approving/denying a 12-month Class E Retail Alcohol License - Neighborhood Liquor and Smokes, 3505 Lincoln Way, Suite 105

PUBLIC WORKS:

50. Follow Up on Scope of Storm Water Modeling for Conservation Subdivision Ordinance Changes

PARKS & RECREATION:

51. Resolution to approve increasing the Ice Arena Coordinator position from 0.75 FTE to 1.0 FTE, beginning July 1, 2024
52. Resolution approving agreement with the Arbor Day Foundation accepting US Forest Service Inflation Reduction Urban and Community Forestry Grant in the amount of \$810,500

ORDINANCES:

53. Third reading and adoption of ORDINANCE NO. 4532 on a Zoning Text Amendment to the Zoning Ordinance for a new exception and related standards for outdoor storage in the General Industrial (GI) Zoning District
54. Third reading and adoption of ORDINANCE NO. 4533 Rezoning 2212 Oakwood and Adjacent Right-of-Way from Agricultural (A) to Suburban Residential Low Density Floating Zone (FS-RL)
55. Third reading and adoption of ORDINANCE NO. 4534 relating to Zoning Text Amendment for 20% Alternative Design Adjustments to General and Base Zone Development Standards
56. Third reading and adoption of ORDINANCE NO. 4535 on Zoning Text Amendment on updates to Chapter 9 Flood Plain Zoning Regulations
57. Third reading and adoption of ORDINANCE NO. 4536 on Zoning Text Amendment to allow Mixed-Use Development in the Research and Innovation Zoning District (ISU Research Park)

DISPOSITION OF COMMUNICATIONS TO COUNCIL:

REPORT OF GOVERNING BODY:

58. Participation with agencies, boards, and commissions:
 - a. Discover Ames (ACVB)
 - b. Ames Economic Development Commission (AEDC)

- c. Story County Emergency Management Agency (SCEMA)
- d. Ames Transit Agency Board of Trustees

COUNCIL COMMENTS:

CLOSED SESSION:

- 59. Motion to hold Closed Session as provided by Section 21.5(1)(c), *Code of Iowa*, to discuss matters presently in or threatened to be in litigation

ADJOURNMENT:

Please note that this agenda may be changed up to 24 hours before the meeting time as provided by Section 21.4(2), *Code of Iowa*.



Item No. 2
MEMO

To: Mayor and City Council
From: City Clerk's Office
Date: June 25, 2024
Subject: Approval of Minutes

Attached are the minutes for the Joint Meeting of the Ames Human Relations Commission and Ames City Council on June 11, 2024, and Special Meeting on June 18, 2024.

/gb

ATTACHMENT(S):
[C24-0611 Summary.docx](#)
[C24-0618 Summary.docx](#)

**SUMMARY MINUTES OF THE JOINT MEETING OF THE AMES HUMAN
RELATIONS COMMISSION AND REGULAR MEETING OF THE AMES CITY
COUNCIL**

AMES, IOWA

JUNE 11, 2024

**JOINT MEETING OF THE AMES CITY COUNCIL
AND AMES HUMAN RELATIONS COMMISSION**

The Joint Meeting of the Ames City Council and Ames Human Relations Commission (AHRC) was called to order by Mayor John Haila at 6:01 p.m. on the 11th day of June 2024, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. City Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and Anita Rollins were present. *Ex officio* Emily Boland joined the meeting electronically. Representing AHRC were Chair, Dr. Chunhui Chen, Vice Chair, Brennan Sorkin, Wayne Clinton, Annabella Marquez, and Shawn Kenny.

PRESENTATION OF 2023 AMES HUMAN RELATIONS COMMISSION ANNUAL REPORT: Diversity, Equity, and Inclusion Coordinator Casandra Eames introduced the AHRC members. Dr. Chen presented the Annual Report highlights.

Moved by Junck, seconded by Corrieri, to accept the Ames Human Relations Commission Annual Report as presented.

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

COMMISSION COMMENTS: None.

ADJOURNMENT: Moved by Betcher, seconded by Junck, to adjourn the Joint Meeting at 6:25 p.m.

Vote on Motion: 6-0. 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 Haila at 6:25 p.m. on the 11th day of June 2024, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. City Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and Anita Rollins were present. *Ex officio* Emily Boland joined the meeting electronically.

PROCLAMATION FOR "AMES POLLINATOR WEEK," JUNE 17-23, 2024: Municipal Engineer Tracy Peterson accepted the proclamation from Mayor Haila and shared her excitement about how the Pollinator Plan program continued to grow and develop.

CONSENT AGENDA: Moved by Betcher, seconded by Corrieri, to approve the Consent Agenda.

2. Motion approving payment of claims
3. Motion approving Summary of Minutes of Regular City Council Meeting on May 28, 2024

4. Motion approving Report of Change Orders for period May 16-31, 2024
5. Motion approving the renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
 - a. Iowa State @ Fisher Theater, (1930 Center Drive Fisher Theater), Class C Retail Alcohol License with Catering Privilege
 - b. Iowa State @ Scheman Building, (1805 Center Street Scheman Building), Class C Retail Alcohol License with Catering Privilege
 - c. Texas Roadhouse, (519 South Duff Avenue), Class C Retail Alcohol License with Catering Privilege
 - d. Courtyard by Marriott Ames, (311 S. 17th Street), Class C Retail Alcohol License with Outdoor Service and Catering
 - e. Jethro's BBQ, (1301 Buckeye Avenue), Class C Retail Alcohol License with Catering Privilege
 - f. Northcrest Inc, (1801 20th Street), Special Class C Retail Alcohol License with Outdoor Service, Pending Dramshop Review
 - g. Morning Bell Coffee Roasters, (111 Main Street), Class C Retail Alcohol License, Pending Dramshop Review
 - h. Main 3326 LW, (3326 Lincoln Way), Special Class C Retail Alcohol License
 - i. Bottom's Up Bar & Lounge, (398 Main Street) Class C Retail Alcohol License
6. RESOLUTION NO. 24-307 approving appointment to Ames Public Library Board of Trustees
7. RESOLUTION NO. 24-282 approving request to modify the City's FY 2023/24 ASSET contract with YSS
8. RESOLUTION NO. 24-314 approving revisions to ASSET Policies and Procedures
9. FY 2024-25 Contracts with Human Services Agencies (ASSET):
 - a. RESOLUTION NO. 24-315 approving FY 2024/25 contracts with Human Services Agencies (ASSET)
 - b. RESOLUTION NO. 24-316 approving the City's unallocated funds and reserving \$117,322 for emergency shelter needs and \$6,000 for housing service coordination
10. RESOLUTION NO. 24-317 approving FY 2024/25 Commission on the Arts (COTA) Annual Grant Contracts
11. RESOLUTION NO. 24-318 approving FY 2024/25 Outside Funding Contracts
12. RESOLUTION NO. 24-319 approving the Covenant related to Floodplain area upon Lot 27, and Outlot Z in the Baker Subdivision
13. RESOLUTION NO. 24-320 approving consent to transfer of corporate ownership from Sustainable Environmental Consultants, West Des Moines, Iowa to Eocene Environmental Group, Inc., of West Des Moines, Iowa
14. RESOLUTION NO. 24-321 approving the funding agreement with the Iowa Department of Transportation in the amount of \$1,890,000 for the 2024/25 Arterial Street Pavement Improvements (Hyland Avenue)
15. RESOLUTION NO. 24-322 approving Preconstruction Agreement BRF-030-5(271)--38-85 with the Iowa DOT for grading, paving, and bridge replacement over the South Skunk River on U.S. 30 from South Duff Avenue to South Dayton Avenue
16. RESOLUTION NO. 24-323 approving preliminary plans and specifications for FY 2022/23 Story County Edge of Field Project, setting July 10, 2024, as bid due date and July 23, 2024, as date of public hearing and award

17. RESOLUTION NO. 24-324 approving contract with HTH Companies, Inc., of Union, MO, for the Non-Asbestos Insulation and Related Services and Supply Contract at the Power Plant for the one-year period from July 1, 2024 through June 30, 2025 in an amount not-to-exceed \$120,000
18. RESOLUTION NO. 24-325 approving contract renewal and bond with Waldinger Corporation, of Des Moines, IA, for the Power Plant Maintenance Services Contract for the one-year period from July 1, 2024 through June 30, 2025 in an amount not-to-exceed \$165,000
19. RESOLUTION NO. 24-326 approving contract renewal with Burns & McDonnell, of Kansas City, MO, for the Professional Services for Power Plant Fire Risk Mitigation Contract for the one-year period from July 1, 2024 through June 30, 2025 in an amount not-to-exceed \$50,000
20. Water Meters and Related Accessories Supply Contract
 - a. RESOLUTION NO. 24-327 waiving competitive bidding requirements for water meters and related accessories
 - b. RESOLUTION NO. 24-328 approving contract with Van Wert Company (Grundy Center, IA) to purchase ERTs and related accessories for the one-year period of July 1, 2024 through June 30, 2025 in an amount not to exceed \$92,937.50
 - c. RESOLUTION NO. 24-329 approving contract with Badger Meter (Milwaukee, WI) to purchase water meters and related accessories for the one-year period of July 1, 2024 through June 30, 2025 in an amount not to exceed \$313,574.67
21. RESOLUTION NO. 24-330 waiving formal bidding requirements and authorizing City staff to enter into FY 2024/2025 software maintenance contracts with Superior, LLC, a CentralSquare Company at an estimated cost of \$238,901.69
22. RESOLUTION NO. 24-331 waiving formal bidding requirements and authorizing City staff to enter into a five-year contract with Iowa Communications Network to provide internet services to the City of Ames at a five-year cost of \$144,319.24
23. RESOLUTION NO. 24-332 approving Change Order No. 1 with Ames Trenching and Excavating for Emergency Utility Repair in the amount of \$26,000
24. RESOLUTION NO. 24-333 approving Change Order No. 3 to JEO Consulting for the FY 2022/23 Story County Edge of Field Project
25. 2023/24 Traffic Signal Program (S. Duff Avenue/Chestnut Street)
 - a. RESOLUTION NO. 24-334 Approving Balancing Change Order
 - b. RESOLUTION NO. 24-335 accepting the 2023/24 Traffic Signal Program as completed by Van Maanen Electric, Inc. of Newton, Iowa in the amount of \$193,073.80
26. RESOLUTION NO. 24-336 accepting the 2025/26 Traffic Signal Program (S. Duff Avenue/S. 3rd Street) as completed by Van Maanen Electric, Inc. of Newton, Iowa in the amount of \$108,692.00

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

PUBLIC FORUM: Mayor Haila opened the Public Forum.

Richard Deyo, 505 8th Street #2, Ames, stated his support for a nudist park in the community.

Grant Olsen, 3812 Ontario Street, Ames, expressed his concerns with proposed changes at the intersection of 13th Street and Grand Avenue. He encouraged the City Council to prioritize safety for those using crosswalks.

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

FY 2023-24 YEAR-END SUSTAINABILITY REPORT: Director of Sustainability at Iowa State University (ISU) Merry Rankin presented the report, highlighting engagement, awareness, events, and the Smart Business Challenge. She thanked City staff and the City Council for the continued commitment to sustainability.

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 24-337 accepting report as presented.

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

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 24-338 awarding a new two-month contract.

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

AMES INTERNATIONAL PARTNER CITIES ASSOCIATION (AIPCA) SCHOLARSHIP REQUEST: Mayor Haila reviewed the memo from staff and elaborated on the process established by AIPCA to determine eligibility for the scholarships.

Moved by Beatty-Hansen, seconded by Junck, to approve funding in the amount of \$5,400 from Council Contingency to Ames International Partner Cities Association to fund two scholarships for Youth Delegation trip to Kosu City, Japan.

Roll Call Vote: 3-3. Corrieri, Gartin, Rollins, dissenting. Motion failed.

SOLID WASTE COLLECTION & DISPOSAL STRATEGY: Assistant City Manager Brian Phillips presented the Council Action Form (CAF).

Mayor Haila opened the Public Input.

Thor Nelson, Executive Vice President of Aspen Waste Systems, shared his support for a transfer station system and his opposition to an organized collection approach to garbage collection.

Greg Pıklapp, Director of Economic Development Outreach and Government Relations with the Ames Chamber of Commerce thanked the City Council for the initiative displayed in evaluating the Waste to Energy (WTE) system in Ames. He expressed his desire to keep the conversation going to keep local providers viable in the community.

John Pullman, 3329 Red Fox Road, Ames, expressed his disappointment that the Resource Recovery Plant, a point of pride in the community, would be closed.

Paul Readhead, 1200 Ridgewood Avenue, Ames, shared his support for organized collection and the benefits to the environment that would be facilitated by the change.

Carl Arends, Arends Sanitation, shared how organized collection would impact local haulers. He advocated for further conversation between the City Council and local garbage haulers.

Jeri Neal, 916 Ridgewood Avenue, Ames, encouraged the City Council to focus on reducing consumption.

Gavin Stone, Pratt Sanitation, stated that Metro Waste Authority (MWA) was able to offer consolidation and disposal services separate from collection.

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

Moved by Betcher, seconded by Rollins, to ask staff to explore with MWA whether the organized collection would be required to do business and learn more about what options are available for collection, consolidation, and disposal if the City works with MWA.

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

STAFF REPORT ON INFILL DEVELOPMENT STANDARDS, INCLUDING POCKET NEIGHBORHOODS AND TOWNHOME DWELLING TYPE: Planning and Housing Director Kelly Diekmann presented the Staff Report.

Moved by Beatty-Hansen, seconded by Gartin, to direct staff to proceed with modifying the PUD Overlay to allow infill development on sites less than two acres, to create a new Pocket Neighborhood option; to create a new Townhome Dwelling type designed as an infill housing option with design standards and reduced parking when covered parking is provided; and to determine which zoning districts to allow this new dwelling type before the final text amendment is approved.

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

REQUEST FROM THE ALCOHOLIC BEVERAGES DIVISION TO PROVIDE A RESPONSE REGARDING CELAYA: Chief of Police Geoff Huff presented the CAF.

Mayor Haila stated that a letter from Katie Scott, the attorney for Celaya, had been distributed to the City Council for consideration.

Mayor Haila opened and closed the Public Comment when no one came forward to speak.

Moved by Betcher, seconded by Beatty-Hansen, that the City Council take no action or provide guidance to the Alcoholic Beverages Division on Celaya's Class C license.

Vote on Motion: 1-5. Beatty-Hansen, Corrieri, Junck, Gartin and Rollins dissenting. Motion failed.

Moved by Beatty-Hansen, seconded by Rollins, to recommend to the Alcoholic Beverages Division that it move forward with revocation of Celaya's Class C License.

Vote on Motion: 5-1. Betcher dissenting. Motion declared carried.

HEARING ON A ZONING TEXT AMENDMENT TO THE ZONING ORDINANCE FOR A NEW EXCEPTION AND RELATED STANDARDS FOR OUTDOOR STORAGE IN THE GENERAL INDUSTRIAL (GI) ZONING DISTRICT: Director Diekmann presented the CAF.

Mayor Haila opened the Public Hearing.

Jeff Whitt, 2101 Polk Drive, Ames, expressed his thanks on behalf of the Kiwanis organization for the work staff and the City Council did to allow Kiwanis to continue its paper recycling program to donate funds to the community.

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

Moved by Gartin, seconded by Junck, to pass on First reading of ordinance on a Zoning Text Amendment to the Zoning Ordinance for a New Exception and Related Standards for Outdoor Storage in the General Industrial (GI) Zoning District.

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

HEARING ON REZONING OF 2212 OAKWOOD AND ADJACENT RIGHT-OF-WAY FROM AGRICULTURAL (A) TO SUBURBAN RESIDENTIAL LOW DENSITY FLOATING ZONE (FS-RL): Mayor Haila opened and closed the Public Hearing when no one came forward to speak.

Moved by Betcher, seconded by Corrieri, to pass on First reading an ordinance on Rezoning of 2212 Oakwood and Adjacent Right-of-Way from Agricultural (A) to Suburban Residential Low Density Floating Zone (FS-RL).

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

HEARING ON NUISANCE ASSESSMENT: Mayor Haila opened and closed the Public Hearing when no one came forward to speak.

Moved by Betcher, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 24-340 assessing costs of snow/ice removal and certifying assessments to Story County Treasurer.

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

HEARING ON NUISANCE ASSESSMENT: Mayor Haila opened and closed the Public Hearing when no one came forward to speak.

Moved by Beatty-Hansen, seconded by Betcher, to adopt RESOLUTION NO. 24-341 assessing cost of sidewalk repair/replacement and certifying assessments to Story County Treasurer.

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

HEARING ON 2024/25 RIGHT-OF-WAY RESTORATION PROGRAM: Mayor Haila

opened and closed the Public Hearing when no one came forward to speak.

Moved by Rollins, seconded by Gartin, to accept report of bids.

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

Moved by Rollins, seconded by Junck, to adopt RESOLUTION NO. 24-342 approving final plans and specifications and awarding a contract to Alpha Landscapes of Johnston, Iowa, in the amount of \$108,985.00.

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

HEARING ON 2024/25 CLEAR WATER DIVERSION PROGRAM - DOUGLAS AVENUE (14TH STREET - 16TH STREET): Mayor Haila opened and closed the Public Hearing when no one came forward to speak.

Moved by Betcher, seconded by Gartin, to accept report of bids.

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

Moved by Rollins, seconded by Corrieri, to adopt RESOLUTION NO. 24-343 approving final plans and specifications and awarding a contract to Iowa Water & Waste Systems of Ames, Iowa in the amount of \$90,681.00.

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

HEARING ON ZONING TEXT AMENDMENT TO ALLOW FOR 20% ALTERNATIVE DESIGN ADJUSTMENTS TO GENERAL AND BASE ZONE DEVELOPMENT STANDARDS: Mayor Haila opened and closed the Public Hearing when no one came forward to speak.

Moved by Corrieri, seconded by Beatty-Hansen, to pass on First reading an ordinance on Zoning Text Amendment to Allow For 20% Alternative Design Adjustments to General and Base Zone Development Standards.

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

HEARING ON ZONING TEXT AMENDMENT ON UPDATES TO CHAPTER 9 FLOOD PLAIN ZONING REGULATIONS: Mayor Haila opened and closed the Public Hearing when no one came forward to speak.

Moved by Rollins, seconded by Gartin, to pass on First reading an ordinance on Zoning Text Amendment on Updates to Chapter 9 Flood Plain Zoning Regulations.

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

SECOND READING OF ORDINANCE ON ZONING TEXT AMENDMENT TO ALLOW MIXED-USE DEVELOPMENT IN THE RESEARCH AND INNOVATION ZONING DISTRICT (ISU RESEARCH PARK): Moved by Rollins, seconded by Gartin, to pass on second reading an ordinance on Zoning Text Amendment to allow Mixed-Use Development in the

Research and Innovation Zoning District (ISU Research Park).
Roll Call Vote: 6-0.: 6-0. Motion declared carried unanimously.

THIRD READING AND ADOPTION OF ORDINANCE NO. 4530 ON ZONING TEXT AMENDMENT FOR PURPOSE OF INCLUDING ROCK CLIMBING FACILITIES AS A MISCELLANEOUS USE WITHIN THE GENERAL INDUSTRIAL (GI) ZONING DISTRICT BY SPECIAL USE PERMIT: Moved by Gartin, seconded by Betcher, to pass on third reading and adopt ORDINANCE NO. 4530 on Zoning Text Amendment for purpose of including Rock Climbing Facilities as a Miscellaneous Use within the General Industrial (GI) Zoning District by Special Use Permit.
Roll Call Vote: 6-0.: 6-0. Motion declared carried unanimously.

THIRD READING AND ADOPTION OF ORDINANCE NO. 4531 AMENDING CHAPTER 18.7A OF THE MUNICIPAL CODE, SPECIAL PENALTY FOR GAME DAY PARKING, TO ADD EVENT PARKING: Moved by Betcher, seconded by Gartin, to pass on third reading and adopt ORDINANCE NO. 4531 Amending Chapter 18.7A of the Municipal Code, Special Penalty for Game Day Parking, to add Event Parking.
Roll Call Vote: 6-0.: 6-0. Motion declared carried unanimously.

REPORT OF GOVERNING BODY: The Mayor and City Council Members provided highlights from their attendance at various board and commission meetings.

COUNCIL COMMENTS: The Mayor and City Council Members reported on various events attended, upcoming meetings, community events, and items of interest.

Moved by Rollins, seconded by Beatty-Hansen, to consider setting aside funds for youth programming as a part of the 2025/26 budget process.
Vote on Motion: 6-0. Motion declared carried unanimously.

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila stated that there were six items for consideration. The first item, from Director of Public Works John Joiner, was a response to Fellows Elementary Leadership Group for their Bike Safety Survey for information only.

Suggestions regarding Electric Utilities Operations Review and Advisory Board from Bob Hauge were considered next.

Moved by Betcher, seconded by Corrieri, to ask the Mayor to respond and thank Mr. Hauge for his input.
Vote on Motion: 6-0. Motion declared carried unanimously.

Stacy Woodward submitted an email noting concerns within Campustown.

Moved by, Beatty-Hansen, seconded by Corrieri, to refer the item to staff for a memo.
Vote on Motion: 6-0. Motion declared carried unanimously.

Next, an email from Jeri Neal, Ames Resident, was determined to be for information only.

An email detailing the Welch Avenue Tree Trenches was for information only, as the City Council was pleased with the proposed plan for next year.

Finally, a letter from William Stodden, Director of Good Neighbor Emergency Assistance and Erin Rewerts, Story County General Assistance Director, requesting Financial Assistance for Tenants at 228 and 232 Welch Avenue was considered.

Moved by Gartin, seconded by Betcher, to refer to staff for a memo to be placed on a future agenda. Vote on Motion: 6-0. Motion declared carried.

ADJOURNMENT: Moved by Betcher, seconded by Corrieri, to adjourn at 8:56 p.m. Vote on Motion: 6-0. Motion declared carried unanimously.

Grace Bandstra, Deputy City Clerk

John A. Haila, Mayor

Renee Hall, City Clerk

*Subject to change as finalized by the City Clerk.
For a final official copy, contact the City Clerk's Office at 515-239-5105.*

SUMMARY OF MINUTES OF THE JOINT SPECIAL MEETING OF THE AMES CITY COUNCIL AND ELECTRIC UTILITY OPERATIONS REVIEW & ADVISORY BOARD

AMES, IOWA

JUNE 18, 2024

The Joint Special Meeting of the Ames City Council and Electric Utility Operations Review & Advisory Board (EUORAB) was called to order by Mayor John Haila at 6:00 p.m. on the 18th day of June, 2024, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Present were Council Members Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and Anita Rollins. *Ex officio* Emily Boland was absent. Representing EUORAB were Members Jeff Witt and Jonathon Fleming.

CONSENT AGENDA: Moved by Betcher, seconded by Gartin, to approve the consent agenda.

- 1. Motion approving request from Discover Ames for Fireworks Permit for display from ISU Parking Lot G10 East of Jack Trice Stadium at 10:00 p.m. on July 3, 2024, with a rain date of July 5, for Independence Day Celebration

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

SECOND READING ON ZONING TEXT AMENDMENT TO THE ZONING ORDINANCE FOR A NEW EXCEPTION AND RELATED STANDARDS FOR OUTDOOR STORAGE IN THE GENERAL INDUSTRIAL (GI) ZONING DISTRICT:

Moved by Corrieri, seconded by Beatty-Hansen, to pass on second reading a Zoning Text Amendment to the Zoning Ordinance for a new exception and related standards for outdoor storage in the General Industrial (GI) Zoning District.

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

SECOND READING ON REZONING 2212 OAKWOOD AND ADJACENT RIGHT-OF-WAY FROM AGRICULTURAL (A) TO SUBURBAN RESIDENTIAL LOW DENSITY FLOATING ZONE (FS-RL): Moved by Betcher, seconded by Rollins, to pass on second reading an ordinance on Rezoning 2212 Oakwood and Adjacent Right-of-Way from Agricultural (A) to Suburban Residential Low Density Floating Zone (FS-RL).

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

SECOND READING OF ORDINANCE RELATING TO ZONING TEXT AMENDMENT FOR 20% ALTERNATIVE DESIGN ADJUSTMENT TO GENERAL AND BASE ZONE DEVELOPMENT STANDARDS: Moved by Corrieri, seconded by Rollins, to pass on second reading an ordinance relating to a Zoning Text Amendment for 20% Alternative Design Adjustments to General and Base Zone Development Standards.

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

SECOND READING ON ZONING TEXT AMENDMENT ON UPDATES TO CHAPTER 9 FLOOD PLAIN ZONING REGULATIONS: Moved by Rollins, seconded by Corrieri, to pass on second reading an ordinance relating to a Zoning Text Amendment on updates to Chapter 9 Flood Plain Zoning Regulations.

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

WORKSHOP ON ELECTRIC SERVICES COST OF SERVICE STUDY: Director of Electric Services Donald Kom introduced Consultant Mark Beauchamp of Utility Financial Solutions, LLC. Director Kom explained that a cost of service study compares the actual costs of providing electricity with the rates user pay. Consultant Beauchamp presented the results of the cost of service study, answering questions from the City Council along with Director Kom throughout the presentation.

DISPOSITION OF COMMUNICATIONS TO COUNCIL: Mayor Haila noted one disposition to the City Council from Planning and Housing Director Kelly Diekmann about a request to rezone property at 113 North Dakota Avenue.

Moved by Corrieri, seconded by Beatty-Hansen, to place the item on a future agenda for discussion.

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

COUNCIL COMMENTS: The Mayor and City Council Members reported on various events attended, upcoming meetings, community events, and items of interest.

ADJOURNMENT: Moved by Beatty-Hansen, seconded by Junck, to adjourn the meeting at 7:54 p.m.

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

Jeremy Neefus, Principal Clerk

John A. Haila, Mayor

Renee Hall, City Clerk



Item No. 3
MEMO

To: Mayor & City Council
From: City of Ames Purchasing Division
Date: June 21, 2024
Subject: Report of Contract Change Orders

The Report of Change Orders for period June 1-15, 2024, is attached for your review and consideration.

ATTACHMENT(S):

[Change Order Report - June 1-15, 2024.docx](#)



REPORT OF CONTRACT CHANGE ORDERS

Period:	<input checked="" type="checkbox"/>	1 st – 15 th
	<input type="checkbox"/>	16 th – End of Month
Month & Year:	June 2024	
For City Council Date:	June 18, 2024	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Electric Services	2023/24 Line Clearance Program	3	\$366,583.00	Wright Tree Service	\$25,660.81	\$21,400.00	B. Phillips	QE
Public Works	2024/25 Arterial Pavement Improvements (Hyland Avenue)	1	\$142,200.00	WHKS & Co.	\$0.00	\$13,700.00	T. Peterson	KS
Parks & Recreation	Fitch Family Indoor Aquatic Center - Construction Testing Services	1	\$89,338.00	Terracon Consultants, Inc.	\$0.00	\$3,875.00	K. Abraham	KS
Fleet & Facilities	Ames City Hall Interior Updates	3	\$108,082.00	Phillips Floors, Inc	\$1,439.00	\$5,569.00	C. Mellies	AM
			\$		\$	\$		
			\$		\$	\$		



Item No. 4
MEMO

To: Mayor and City Council
From: Grace Bandstra, Deputy City Clerk
Date: June 25, 2024
Subject: Ownership Updates for Class E Retail Alcohol License - Kum and Go #200,
4510 Mortensen Road

Please see the attached documentation for a motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #200, 4510 Mortensen Road.

ATTACHMENT(S):
[Kum and Go #200.pdf](#)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kum & Go LC	Kum & Go #200	(515) 292-3432		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
4510 Mortensen Road		Ames	Story	50014
MAILING ADDRESS	CITY	STATE	ZIP	
1150 Locust St	Des Moines	Iowa	50309	

Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 274-7793	licenses@kumandgo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001873	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2024	June 30, 2025	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tom Schofield	Salt Lake City	Utah	84111	Secretary	0.00	Yes
Tyler Call	Salt Lake City	Utah	84111	Vice President	0.00	Yes
Crystal Maggelet	Salt Lake City	Utah	84111	President	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Maverik Palace Acquisition Co, LLC		Salt Lake City	Utah	84111	100.00

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Item No. 5
MEMO

To: Mayor and City Council
From: Grace Bandstra, Deputy City Clerk
Date: June 25, 2025
Subject: Ownership updates for Class E Retail Alcohol License - Kum and Go #216,
203 Welch Avenue

Please see the attached documentation for a motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #216, 203 Welch Avenue.

ATTACHMENT(S):
[Kum and Go #216.pdf](#)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kum & Go LC	Kum & Go #216	(515) 292-5395		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
203 Welch Ave		Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP	
1150 Locust St	Des Moines	Iowa	50309	

Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 274-7793	licenses@kumandgo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001881	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2024	June 30, 2025	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tyler Call	Salt Lake City	Utah	84111	Vice President	0.00	Yes
Crystal Maggelet	Salt Lake City	Utah	84111	President	0.00	Yes
Tom Schofield	Salt Lake City	Utah	84111	Secretary	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Maverik Palace Acquisition Co. LLC		Salt Lake City	Utah	84111	100.00

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Item No. 6
MEMO

To: Mayor and City Council
From: Grace Bandstra, Deputy City Clerk
Date: June 25, 2024
Subject: Ownership updates for Class E Retail Alcohol License - Kum and Go #0217,
3111 South Duff Avenue

Please see the attached documentation for a motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #0217, 3111 South Duff Avenue.

ATTACHMENT(S):
[Kum and Go #0217.pdf](#)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kum & Go, L.C.	Kum & Go #0217	(515) 274-7793		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3111 South Duff Avenue		Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP	
1459 Grand Ave	Des Moines	Iowa	50309	

Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 457-6249	licenses@kumandgo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003353	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 9, 2023	Oct 8, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Partnership

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Crystal Maggelet	Salt Lake City	Utah	84111	President	0.00	Yes
Tyler Call	Salt Lake City	Utah	84111	Vice President	0.00	Yes
Tom Schofield	Salt Lake City	Utah	84111	Secretary	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Maverik Palace Acquisition Co. LLC		Salt Lake City	Utah	84111	100.00

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Item No. 7
MEMO

To: Mayor and City Council
From: Grace Bandstra, Deputy City Clerk
Date: June 25, 2024
Subject: Ownership updates for Class E Retail Alcohol License - Kum and Go #227,
2108 Isaac Newton Drive

Please see the attached documentation for a motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #227, 2108 Isaac Newton Drive.

ATTACHMENT(S):
[Kum and Go #227.pdf](#)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kum & Go LC	Kum & Go # 227	(515) 274-7793		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2108 Isaac Newton Dr		Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP	
1459 Grand Avenue	Des Moines	Iowa	50309	

Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 274-7793	licenses@kumandgo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002121	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 29, 2024	Mar 28, 2025	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tyler Call	Salt Lake City	Utah	84111	Vice President	0.00	Yes
Crystal Maggelet	Salt Lake City	Utah	84111	President	0.00	Yes
Tom Schofield	Salt Lake City	Utah	84111	Secretary	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Maverik Palace Aquisition Co. LLC		Salt Lake City	Utah	84111	100.00

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Item No. 8
MEMO

To: Mayor and City Council
From: Grace Bandstra, Deputy City Clerk
Date: June 25, 2024
Subject: Ownership updates for Class E Retail Alcohol License - Kum and Go #1113,
2801 East 13th Street

Please see the attached documentation for a motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #1113, 2801 East 13th Street.

ATTACHMENT(S):
[Kum and Go #1113.pdf](#)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kum & Go LC	Kum & Go Store 1113	(515) 274-7793		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2801 E 13th St		Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP	
1459 Grand Avenue	Des Moines	Iowa	50309	

Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 274-7793	licenses@kumandgo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002122	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 29, 2024	Mar 28, 2025	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tyler Call	Salt Lake City	Utah	84111	Vice President	0.00	Yes
Tom Schofield	Salt Lake City	Utah	84111	Secretary	0.00	Yes
Crystal Maggelet	Salt Lake City	Utah	84111	President	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Maverik Palace Acquisition Co. LLC		Salt Lake City	Utah	84111	100.00

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



To: Mayor and City Council
From: Grace Bandstra, Deputy City Clerk
Date: June 25, 2024
Subject: Ownership updates for Class E Retail Alcohol License - Kum and Go #1215,
4506 Lincoln Way

Please see the attached documentation for a motion approving ownership updates for Class E Retail Alcohol License - Kum and Go #1215, 4506 Lincoln Way.

ATTACHMENT(S):
[Kum and Go #1215.pdf](#)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Kum & Go LC	Kum & Go # 1215	(515) 274-7793		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
4506 Lincoln Way		Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP	
1459 Grand Ave	Des Moines	Iowa	50309	

Contact Person

NAME	PHONE	EMAIL
Jody Deiter	(515) 457-6249	licenses@kumandgo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0002932	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 28, 2023	Aug 27, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Thomas Schofield	Salt Lake City	Utah	84111	Secretary	0.00	Yes
Reed Rainey	Des Moines	Iowa	50309	COO	0.00	Yes
Tanner Krause	Des Moines	Iowa	50309	President	0.00	Yes
Tyler Call	Salt Lake City	Utah	84111	Vice President	0.00	Yes
Crystal Maggelet	Salt Lake City	Utah	84111	President	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Maverik Palace Acquisition Co. LLC		Salt Lake City	Utah	84111	100.00



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



Item No. 10
MEMO

To: Mayor and City Council
From: Grace Bandstra, Deputy City Clerk
Date: June 25, 2024
Subject: New Special Class C Retail Alcohol License - Apres Bar Co., 520 6th Street, City Auditorium

Please see the attached documentation for a motion approving new Special Class C Retail Alcohol License - Apres Bar Co., 520 6th Street, City Auditorium, Pending Dramshop Review.

ATTACHMENT(S):

[Apres Bar Co. - Auditorium Application.pdf](#)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
APRES BAR CO LLC	Apres Bar Co	(515) 789-0044		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
520 6th Street		Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP	
3610 Holcomb AvenueBeaverdale	Des Moines	Iowa	50310	

Contact Person

NAME	PHONE	EMAIL
Jillian Harrington	(515) 789-0044	admin@apresbarco.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	12 Month	Pending Dramshop Review

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

SUB-PERMITS

Special Class C Retail Alcohol License

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
Jillian Harrington	Des Moines	Iowa	50310	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

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



Item No. 11
MEMO

To: Mayor and City Council

From: Grace Bandstra, Deputy City Clerk

Date: June 25, 2024

Subject: New 5 Day (July 10 - July 15, 2024) for Special Class C Retail Alcohol License with Outdoor Service - Thirsty Pigs, LLC, for Campustown After Sundown

Please see the attached documentation for a motion approving new 5 Day (July 10 - July 15, 2024) for Special Class C Retail Alcohol License with Outdoor Service - Thirsty Pigs, LLC, Chamberlain Street for Campustown After Sundown.

ATTACHMENT(S):

[Thirsty Pigs 5 - Day Application.pdf](#)



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
THIRSTY PIGS LLC	thirsty pigs llc	(515) 203-0773		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
Hayward Avenue		Ames	Story	50014
MAILING ADDRESS	CITY	STATE	ZIP	
po box 91	madrid	Iowa	50156	

Contact Person

NAME	PHONE	EMAIL
Jay Kennedy	(515) 203-0773	info@thirstypigs.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

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

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jay Kennedy	madrid	Iowa	50156	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

July 10, 2024

POLICY EXPIRATION DATE

July 15, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



To: Mayor John Haila and Ames City Council Members
From: Lieutenant Mike Arkovich, Ames Police Department
Date: June 21, 2024
Subject: Beer Permits & Liquor License Renewal Reference City Council Agenda

The following licenses are eligible for renewal:

- a. Red Lobster #0747, 1100 Buckeye Avenue, Class C Retail Alcohol License, Pending Dramshop Review
- b. La Casa Maya, 631 Lincoln Way, Class C Retail Alcohol License with Outdoor Service, Pending Dramshop Review
- c. Welch Ave Station, 207 Welch Avenue, Class C Retail Alcohol License
- d. Kwik Star #1158, 1910 Isaac Newton Dr., Class E Retail Alcohol License
- e. Riconcito Hispano Tienda y Taqueria, 823 Wheeler Street Suite #1, Class C Retail Alcohol License

A review of police records for the past 12 months found no liquor law violations for Red Lobster, Kwik Star, and Riconcito Hispano Tienda y Taqueria. The Ames Police Department recommends the license renewal for these businesses.

A review of the police records for the past 12 months found one compliance check failure for Welch Avenue Station. They passed two follow-up compliance checks after the initial failure. They had one on-premise violation that was fake ID related. The Ames Police department will encourage this establishment to better identify patrons and check IDs. The police department will also encourage them to use scanners, attend training, and conduct their own compliance checks. The police department will continue to monitor this establishment by conducting regular foot patrols, bar checks, and evaluating their safeguards. The Ames Police Department recommends the license renewal for this business.

A review of the police records for the past 12 months found one serving-after-hours citation at La Casa Maya. The business has not had any other violations and has passed two compliance checks in the past 12 months. The Ames Police Department has educated them on alcohol serving times and have encouraged them to attend the ID training and IPACT training. The Ames Police Department recommends the license renewal for this business.

ITEM #: 13
DATE: 06-25-24
DEPT: ADMIN

COUNCIL ACTION FORM

SUBJECT: REQUESTS FOR CAMPUSTOWN AFTER SUNDOWN ON JUNE 11, 2024

BACKGROUND:

Ames Main Street (AMS) plans to host Campustown after Sundown on Thursday, July 11, 2024 as a part of the "Ames After Sundown Live Music Series". This is a first year event for the expanded Ames After Sundown event series, with food truck show downs in different community districts around Ames. The activities include a beer garden and live music on Kellogg Avenue, as well as vendors from the Ames Farmers Market. The events are free to attend, and organizers expect up to 150 people to attend.

In order to facilitate the activities, AMS requests the following for Thursday, July 11:

1. Blanket Temporary Obstruction Permit
2. Blanket Vendor Permit
3. Road Closures of Chamberlain Street from Stanton Avenue to Campustown Lot Z
4. Road Closure of Stanton Avenue from Chamberlain Street to Legacy Tower Parking Garage
5. Waiver of fees for Blanket Vendor Permit (Loss of \$50 to the City Clerk's Office)
6. Waiver of parking meter fees and enforcement (Estimated loss of \$12 to the Parking Fund)

Organizers have hired private security to check IDs and staff the four entrance/exit points to the beer garden area. Wristbands will be provided to those of legal age to consume alcohol. Minor children will be permitted into the beer garden area with their legal parent or guardian, in compliance with the City's existing ordinance pertaining to minors in liquor-licensed establishments. Ames Main Street staff and volunteers will monitor the crowd and staff the road closures.

The Thursday night activities will require the closure of eight metered parking spaces for four metered hours, resulting in a loss of approximately \$12 to the Parking Fund. Organizers have requested that this amount be waived by the City Council. The Council's policy regarding the closure of metered parking in an area less than an entire business district, is to consider the waiver of such fees on a case-by-case basis.

ALTERNATIVES:

1. Approve the requests for Ames Main Street for Campustown After Sundown as described above, including the requested waiver of fees.
2. Approve the requests as indicated above, but require reimbursement for the blanket Temporary Obstruction Permit, blanket Vending License, and lost parking meter revenue.
3. Deny the requests.

CITY MANAGER'S RECOMMENDED ACTION:

AMS Campustown After Sundown provides an opportunity to attract visitors to Campustown. The events include family friendly activities and opportunities that support local businesses. Given the small dollar amount and number of parking spaces involved, staff believes it is reasonable to waive the parking fees for this event, along with the other requested fee waivers. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ATTACHMENT(S):

[Campustown After Sundown Letter of Support.pdf](#)

[Campustown After Sundown 07.11 App.pdf](#)



June 4, 2024

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

Dear Mayor Haila and Members of the Ames City Council,

The Ames Chamber of Commerce plans to host the Campustown After Sundown event, located within the Campustown Business District, on July 11, 2024 from 5:00-8:30pm

Specific information about the event can be found on the included Special Event Application. Additionally, we request a temporary obstruction permit, a waiver of fees for the Blanket Vendor Permit, and two street closures. The street closures are as follows and can be found on the map provided.

- Chamberlain Street from Stanton Avenue to Campustown Lot Z. Stanton Avenue/Chamberlain Street intersection and Campustown Lot Z will remain open.
- Stanton Avenue from Chamberlain Street to Legacy Tower Parking Garage. Stanton Avenue/Chamberlain Street intersection and entrance to parking garage will remain open.

Thank you for your consideration of this request. We look forward to seeing you at the upcoming Campustown After Sundown.

Sincerely

A handwritten signature in black ink that reads 'Daniel A. Culhane'. The signature is fluid and cursive, with the first name 'Daniel' being the most prominent.

Daniel A. Culhane
President and CEO, Ames Chamber of Commerce



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) 232-2310
 Campustown Action Association: (515) 232-2310
 ISU - Events Authorization Committee: (515) 294-1437

director@amesdowntown.org
 sarahd@ameschamber.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)

Event 3 of the After Sundown series. Will feature Farmer's Market Vendors, Food Trucks, Live Music, and a Beer Garden.

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?

CONTACTS

Sponsor/Applicant Name	Emory Widlowski				
Address	304 Main Street				
City	Ames	State	IA	Zip Code	50010
Daytime Phone	5152322310	Cell Phone	5157828952		
E-mail	emory@ameschamber.com				
Alternate Contact Name	Sarah Dvorsky				
Daytime Phone	5152322310	Cell Phone	3199302276		
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	Best Security						
Address	1805 Center Drive						
City	Ames	State	IA	Zip	50010	Phone	5152942144
Email	john.curran@garda.com						



Fenced in Beer Garden



Musician



Portable Toilets

ITEM #: 14
DATE: 06-25-24
DEPT: ADMIN

COUNCIL ACTION FORM

SUBJECT: **REQUESTS FROM AMES MAIN STREET FOR CAMPUSTOWN FARMER'S MARKET ON AUGUST 13, 2024**

BACKGROUND:

Ames Main Street (AMS) plans to host a Campustown Farmers Market on Tuesday, August 13, 2024. The activities include a beer garden and live music on Kellogg Avenue, as well as vendors from the Ames Farmers Market. The events are free to attend, and organizers expect up to 150 people to attend.

In order to facilitate the activities, AMS requests the following for Tuesday, August 13, 2024:

1. Blanket Temporary Obstruction Permit
2. Blanket Vendor Permit
3. Road Closures of Chamberlain Street from Stanton Avenue to Campustown Lot Z
4. Road Closure of Stanton Avenue from Chamberlain Street to Legacy Tower Parking Garage
5. Waiver of fees for Blanket Vendor Permit (Loss of \$50 to the City Clerk's Office)
6. Waiver of parking meter fees and enforcement (Estimated loss of \$12 to the Parking Fund)

The Tuesday night activities will require the closure eight metered parking spaces for four metered hours, resulting in a loss of approximately \$12 to the Parking Fund. Organizers have requested that this amount be waived by the City Council. The Council's policy regarding the closure of metered parking in an area less than an entire business district is to consider the waiver of such fees on a case-by-case basis.

ALTERNATIVES:

1. Approve the requests for Ames Main Street for Campustown After Sundown as described above, including the requested waiver of fees.
2. Approve the requests as indicated above, but require reimbursement for blanket Vending License and lost parking meter revenue.
3. Deny the requests.

CITY MANAGER'S RECOMMENDED ACTION:

AMS Campustown After Sundown provides an opportunity to attract visitors to Campustown. The events include family friendly activities and opportunities that support local businesses. Given the small dollar amount and number of parking spaces involved, staff believes it is reasonable to waive the parking fees for this event, along with the other requested fee waivers. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ATTACHMENT(S):

08.13 Nighttime Farmers Market - ACC LOS.pdf

Campustown Farmers Market 08.13 App.pdf



June 12, 2024

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

Dear Mayor Haila and Members of the Ames City Council,

The Ames Chamber of Commerce plans to host the Campustown Farmers Market, located within the Campustown Business District, on August 13, 2024 from 5:00-8:00pm.

Specific information about the event can be found on the included Special Event Application. Additionally, we request a temporary obstruction permit, a waiver of fees for the Blanket Vendor Permit, and two street closures. The street closures are as follows and can be found on the map provided:

- Chamberlain Street from Stanton Avenue to Campustown Lot Z. Stanton Avenue/Chamberlain Street intersection and Campustown Lot Z will remain open.
- Stanton Avenue from Chamberlain Street to Legacy Tower Parking Garage. Stanton Avenue/Chamberlain Street intersection and entrance to parking garage will remain open.

Thank you for your consideration of this request. We look forward to seeing you at the upcoming Campustown Farmers Market.

Sincerely,

A handwritten signature in black ink that reads 'Daniel A. Culhane'. The signature is fluid and cursive, with the first name 'Daniel' being the most prominent.

Daniel A. Culhane
President and CEO, Ames Chamber of Commerce



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) 232-2310
Campustown Action Association: (515) 232-2310
ISU - Events Authorization Committee: (515) 294-1437

director@amesdowntown.org
sarahd@ameschamber.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)

This event will be featuring a early evening Farmers Market, Live Music, and Food Trucks in Campustown, hosted by the Ames Chamber of Commerce. As a community event, we hope to bring Ames residents and visitors to the Campustown district to explore this summer market, food and live music!

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?

CONTACTS

Sponsor/Applicant Name	Ames Chamber of Commerce - Sarah Dvorsky				
Address	304 Main St				
City	Amess	State	IA	Zip Code	50010
Daytime Phone	515-232-2310	Cell Phone	319-930-2276		
E-mail	sarahd@ameschamber.com				
Alternate Contact Name	Shannon Thiele				
Daytime Phone	515-232-2310	Cell Phone	319-210-4392		
E-mail	shannon@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"/>						

ITEM #: 15
DATE: 06-25-24
DEPT: ADMIN

COUNCIL ACTION FORM

**SUBJECT: REQUESTS FROM AMES MAIN STREET FOR FARM TO TABLE ON
SUNDAY, AUGUST 4, 2024**

BACKGROUND:

The Ames Main Street Farmers' Market (AMSFM) is proposing to host its third annual Farm-to-Table Dinner from 6:00 p.m. to 9:30 p.m. on Sunday, August 4. The event will occur on 5th Street between Kellogg Avenue and Burnett Avenue. Chef Aaron Holt will prepare the meal with foods sourced from local vendors. The organizers also have proposed serving wine and beer at the event. An estimated 150 guests are anticipated to attend. Guests will purchase tickets in advance to attend, and funds raised will be used to support the cost of hosting the Farmer's Market.

To facilitate this event, AMSFM has requested the following for Sunday, August 4:

1. Blanket Temporary Obstruction Permit
2. Access to City-owned electric outlets and waiver of fees for electricity use (approximately \$5 loss of revenue)
3. Street Closure of Kellogg Avenue from Main Street to 5th Street
4. Request to utilize roping in place of fencing for alcohol area

Ames Main Street is in support of the event. Organizers plan to notify affected businesses by going door to door and by placing signs in the affected area prior to the event. **As the event is scheduled for a Sunday, there is no loss to the Parking Fund.**

The alcohol license for the event will be held by NOIR, which will be required to obtain a temporary extension of Outdoor Service. Because the majority of NOIR's sales come from alcohol rather than food, Municipal Code indicates that minors are not allowed on the premises (including within the event area). The typical standards staff has historically used to accomplish this is through the use of fencing that 1) prevents patrons from entering or exiting the area except through a controlled access, and 2) also prevents alcohol from being passed from inside the event area to those outside the event area. Temporary fencing at least six feet in height or two fences at least six feet are standard.

Organizers have requested approval for the use of rope to delineate the event area rather than the typical fencing described above. Staff has discussed security considerations in detail with the event organizer. Staff has been provided a security plan, which includes perimeter roping and barriers, entrance and exit management, an emergency plan, and the hiring of a private security firm to monitor the event area. Additionally, alcohol service for this event will be limited to ticketed guests 21 years of age and above, who will be wristbanded to ensure no alcohol is provided to individuals who should not obtain it.

Staff is supportive of approving the roping in lieu of normal fencing due to the following factors unique to this event: 1) The event is being held Downtown on a Sunday evening, when there is minimal activity in the vicinity, 2) Security will be present to monitor alcohol access and consumption, 3) Attendance is limited to a manageable size, participants will be pre-registered,

and wristbands will be utilized, 4) The primary focus of the event is gourmet food, whereas alcohol service is incidental to the event, and 5) The dining area is separated from the roped delineation by several yards.

ALTERNATIVES:

1. Approve the request for the Farm to Table on Sunday, August 4, as outlined above, including the waiver of fees for electricity use **and the use of roping in place of the standard fencing.**
2. Approve the requests as indicated above but require more substantial fencing around the event.
3. Approve the requests as indicated above but require reimbursement for electricity use.
4. Deny the requests.

CITY MANAGER'S RECOMMENDED ACTION:

The AMSFM Farm to Table Dinner celebrates locally sourced meats and produce. This type of event also encourages consumers to shop locally. The organizers have taken steps to ensure the safety of their event, and have clearly communicated the safe guards in place. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the requests for the Farm to Table Supper on Sunday, August 4, as outlined above, including the waiver of fees for electricity use and the use of roping in place of the standard fencing.

ATTACHMENT(S):

[Request Letter.pdf](#)

[Farm to Table App 2024.pdf](#)

[Noir - August 8, 2024.pdf](#)



June 17, 2024

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

Dear Honorable Mayor Haila and City Council,

The Ames Main Street Farmers' Market is planning on hosting our Farm To Table Dinner. The event is scheduled for August 4, 2024, on Kellogg Ave. between Main Street and 5th Street from 6 pm until 9:30 pm. We have hired Chef Aaron Holt to prepare a meal from local vendors and he will cater the meal using NOIR as his set up. This will be a fundraiser event for the Ames Main Street Farmers' Market.

At this time, we would ask that the City Council to consider 2 specific requests.

1. The Ames Main Street Farmers' Market requests to use electricity from one of the light poles at the intersection of 5th Street and Kellogg Avenue.
2. We request that you allow us to use roping and not fencing for the event. In the past at the last 2 previous Farm to Table events we held on the street we used roping around the parking meters for our perimeter of the event with no issues. We are providing security also to monitor the perimeter of the event. On a Sunday evening with no other events happening at the time of our event we do not anticipate any issues.

We thank you for your consideration in this.

Please let me know if you have any questions.

Sincerely,

Lojean Petersen

Ames Main Street Farmers Market Manager

amesfarmersmarket@ameschamber.com



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 MSCD if the event occurs in Downtown. Please contact the appropriate office well in advance:

Downtown - Main Street Cultural District: (515) 233-3472

Campustown - Campustown Action Association: (515) 450-8771

ISU - Events Authorization Committee: (515) 294-1437

events@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 Ames Main Street Farmers' Market will host a dinner with tables set up harvest style on Kellogg St. Our Chef will be using NOIR as their kitchen and staging area. We will also be having live music at our event. This is a fundraiser for the Market.

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?

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



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Noir LLC	Noir	(151) 545-1705		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
405 Kellogg		Ames	Story	50010
MAILING ADDRESS	CITY	STATE	ZIP	
229 Main	ames	Iowa	50010	

Contact Person

NAME	PHONE	EMAIL
william malone	(151) 545-1705	bill_k_malone@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0046887	Class C Retail Alcohol License	12 Month	Pending Dramshop Review

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 10, 2024	Mar 9, 2025	

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

Aug 4, 2024

OUTDOOR SERVICE EXPIRATION DATE

Aug 4, 2024

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

ITEM #: 16
DATE: 06-25-24
DEPT: ADMIN

COUNCIL ACTION FORM

**SUBJECT: REQUESTS FROM OCTAGON ARTS CENTER FOR OCTAGON ART
FESTIVAL ON SEPTEMBER 22, 2024**

BACKGROUND:

The Octagon Center for the Arts plans to host the Octagon Art Festival in downtown Ames on Sunday, September 22, 2024. The event is scheduled to begin at 10:00 a.m. and conclude at 4:00 p.m. Booths selling art works, crafts, and food items will be in operation that day.

To facilitate this event, the following items are requested:

1. Closure of the following streets, from 5:00 a.m. to 6:00 p.m.:
 - a. Main Street, east of Clark (not blocking Wells Fargo Driveway) to just west of Duff Avenue (allowing traffic to access parking lot behind businesses)
 - b. Douglas Avenue, 5th Street to Main Street
 - c. Kellogg Avenue, south of the alley to Main Street
 - d. Burnett Avenue, south of the alley to Main Street
2. Waiver of costs for electricity during the event (estimated at \$10)
3. Approval of a Blanket Temporary Obstruction Permit for the Central Business District
4. Approval of a Blanket Vending License for the duration of the event
5. Waiver of fee for Blanket Vending License (\$50)

Insurance coverage for the event has been provided by The Octagon Center for the Arts. Notification signs will be placed on parking meters on Saturday evening after 6:00 p.m. **Since the event occurs on a Sunday, there is no potential loss of parking meter revenue.** Public Works will provide the necessary barricades for the street closures. A noise permit will be obtained through the Police Department.

Ames Main Street has been informed of the Art Festival and is in support of it. Additionally, Octagon staff has contacted affected businesses door-to-door. Signatures confirming the notification have been obtained from nearly all affected businesses. Fewer businesses are open in the downtown area on Sundays compared to other days of the week.

ALTERNATIVES:

1. Approve the requests from The Octagon Center for the Arts for the Art Festival on September 22, 2024, including: closure of various streets from 5:00 a.m. to 6:00 p.m., blanket Vending License and waiver of fee for Vending License, Blanket Temporary Obstruction Permit for sidewalks adjacent to closed streets, and waiver of costs for electricity during the event.
2. Approve the requests but require payment for the Blanket Vending License and reimbursement for electricity use.
3. Deny these requests.

CITY MANAGER'S RECOMMENDED ACTION:

This is the 53rd year that the Octagon has held the Art Festival. There will be more than one hundred artists on hand with unique, hand-crafted artwork for sale, live entertainment, and local food vendors. No admission is charged, and festival organizers expect 8,000 people to attend. Ames Main Street has expressed its full support of the event. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, as described above.

ATTACHMENT(S):

[Octagon Art Festival Letter to City Council 2024.pdf](#)
[2024 Octagon Art Festival_Main St Letter of Support.pdf](#)
[Octagon Festival 2024 Map.pdf](#)
[Octagon Arts Festival Special Events App.pdf](#)

OCTAGON

CENTER FOR THE ARTS

Octagon Center for the Arts • 427 Douglas Ave. Ames, IA 50010 • 515.232.5331 • www.octagonarts.org

June 11, 2024

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

Honorable Mayor and City Council,

On Sunday, September 22, the Octagon Center for the Arts is hosting the 53rd Annual Octagon Art Festival in Downtown Ames along Main Street.

The purpose for the celebration is: ***An event to showcase the various artists representing the creative talent in Ames and the Midwest, to celebrate the richness and enjoyment that art provides through visual expression, highlight the beauty of Ames' community and people while sharing the wonderful Downtown Ames experience with visitors from all over Iowa and neighboring states.***

The Octagon Arts Festival will officially begin Sunday, September 22 at 10 a.m. and conclude at 4 p.m. Octagon staff members have already notifying businesses on Main Street about street closures for this festival.

Sunday, September 22: Octagon Art Festival

5 - 6 am: Setup, barricades setup to close streets in downtown

10 am: festival open to public

4 pm: festival closes to public, teardown

6 pm: streets cleared of artists, streets reopen

Following is a list of specific Octagon Arts Festival requests for consideration by the Ames City Council:

Closed Streets

The following street closures are requested to cover from 6 am - 6 pm on September 22. **(Please view map)**

- Main Street will be closed from just East of Clark (not blocking Wells Fargo driveway) to just West of Duff Avenue, allowing traffic to access parking lot behind businesses.
- Douglas Avenue will be closed up to 5th Street.
- Kellogg Avenue will be closed up to 5th Street (still allows garbage transportation through alley way)
- Burnett Avenue will be closed just past the Alley (still allows garbage transportation through alley way).
- Barricades are requested for all intersections. Barricades will be staffed at all times after their placement.

Octagon event volunteers will man barricades to facilitate the flow of emergency vehicles if need be.

Utilities

•Costs for electricity needed for the Arts Festival are requested to be waived. This involves electricity from City facilities on Main Street, Douglas Avenue, Kellogg Avenue, and Burnett Avenue, including connection costs.

Blanket Temporary Obstruction Permit

•A temporary obstruction permit is requested for the central business district to allow businesses to be included in the festival atmosphere and display merchandise in front of the stores, obstructing a portion of the sidewalks. Artists and vendors will be setting up booths in the streets, allowing enough room down center of street for traffic of emergency vehicles should they be needed.

Noise Permit

•A noise permit is being requested to allow the playing of music, as well as other entertainment, in the Downtown Area from 10 a.m. on Sunday, September 22, through 4 p.m. Two entertainment areas will be set up. Main Entertainment Area near Tom Evans Park. Smaller entertainment area will be located at Main and Douglas, near Cynthia Duff Walkway.

Food Vending Permit

Approximately ten-twelve food vendors will be offering culinary options to festival visitors. Focal area for the food vendors will be centered in the Kellogg and Main Street intersection.

- The Octagon is requesting that the food vending fee be waived.
- The Octagon is also requesting about 6-8 picnic tables from Park and Rec to be used near the food vendor area along Kellogg. Last year these were provided by Parks & Rec and set up a few days before event.

Small Banner display

• The Octagon is again requesting to place approximately 5 or 6 vinyl banners that are 3 ft by 5 ft in size at the street corner pylons along Main Street intersections. Both the Main Street Cultural District and the Octagon have displayed these banners in past years to promote public events taking place in the Main Street Cultural District. These banners would be securely installed, with zip ties, at end of August and promptly taken down day after event.

On behalf of the Octagon Center for the Arts, we appreciate the City of Ames supporting artistic and cultural experiences such as the Octagon Art Festival. We invite the mayor and city council members to stop by the festival on Sunday, September 22 from 10 am – 4 pm in downtown Ames.

Much gratitude,



Heather Johnson
Executive Director
Octagon Center for the Arts
427 Douglas Avenue
Ames, IA 50010



May 15, 2024

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 proud to offer its support for the Octagon Art Festival on September 22, 2024. We also endorse the closure of the streets in Downtown Ames to make this event happen, including Main Street and any additional streets to keep vendors and attendees safe.

Events of this nature help Downtown Ames achieve its vision of making it the primary destination of Central Iowa by creating an economically vibrant district with unique living, dining, and entertainment experiences.

Sincerely,

A handwritten signature in black ink that reads 'Crystal D. Davis'.

Crystal D. Davis
Executive Director
Ames Main Street

5th Street

Main Street Cultural District in Downtown Ames, IA

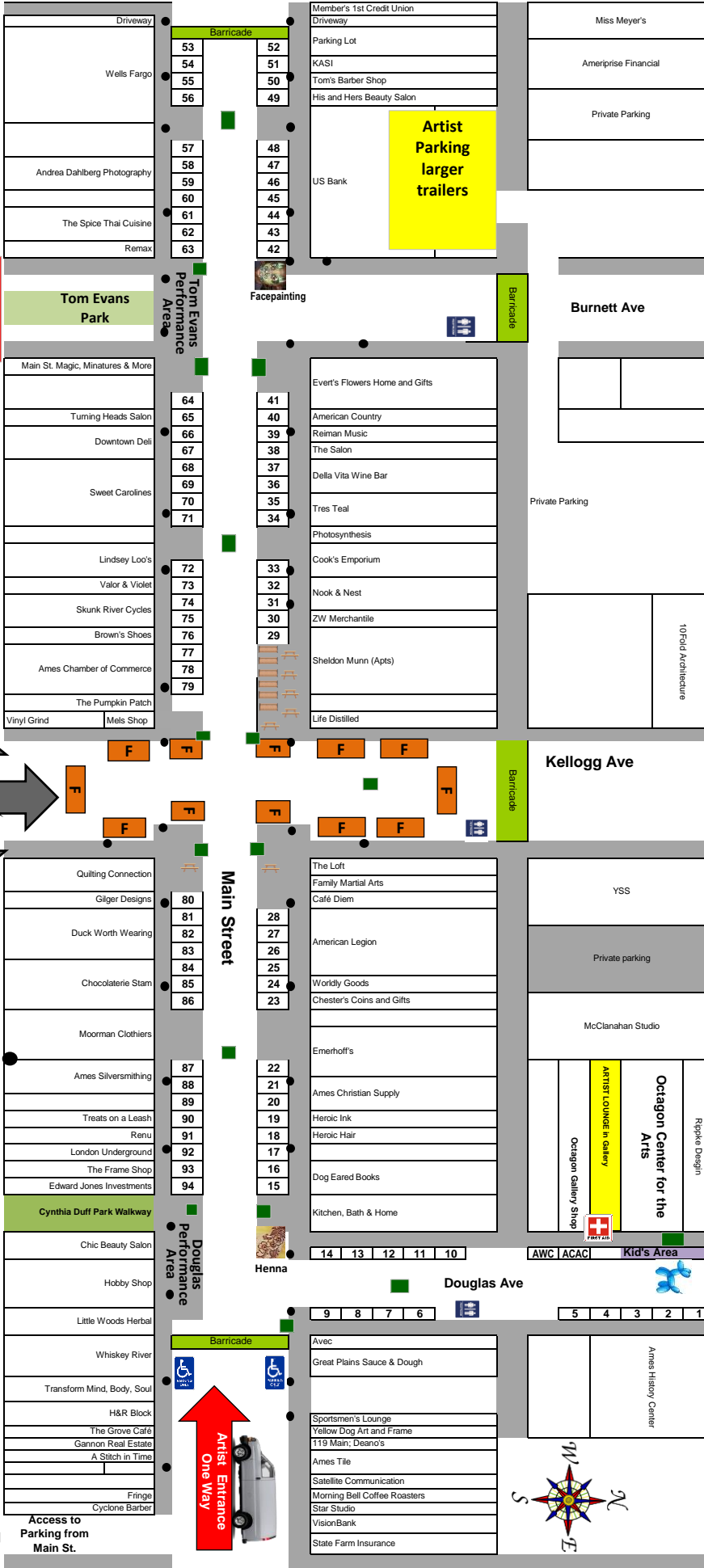
5th Street

Octagon Art Festival

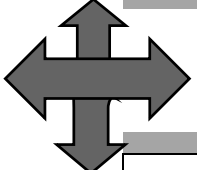
September 22, 2024 • 10 am to 4 pm

Clark Ave

Clark Ave



Tom Evans Musicians Unleash Here



Artist Entrance One Way

Access to Parking from Main St.



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) 232-2310
Campustown Action Association: (515) 232-2310
ISU - Events Authorization Committee: (515) 294-1437

director@amesdowntown.org
sarahd@ameschamber.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 Octagon Art Festival will have its 53rd event on Sunday, Sept 22 in downtown Ames from 10 am - 4 pm. About 100 artists, 8-12 food vendors, live entertainment and kids art activities make this a special event for the whole family to experience together.

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) (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

Departments Included

- City Manager: Brian Phillips and Tasheik Kerr
- CyRide: Jenny Bethurem or Rob Holm or Kevin Gri
- 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: Sarah Dvorsky
AMS: Sarah Dvorsky
ISU: Events
Authorization Committee

City Council Meeting

Date _____
 Added to Agenda with CAF
Approved Y N

Reminder Date _____

CONTACTS

Sponsor/Applicant Name	Octagon Center for the Arts				
Address	427 Douglas Ave				
City	Ames	State	IA	Zip Code	50010
Daytime Phone	515-232-5331	Cell Phone			
E-mail	director@octagonarts.org				
Alternate Contact Name	Heather Johnson, Director				
Daytime Phone	515-232-5331	Cell Phone	515-291-8512		
E-mail	director@octagonarts.org				

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	Ames	State	IA	Zip	50010	Phone	
Email							

MEMO



To: Mayor and City Council Members
From: Council Member Gloria J. Betcher
Date: June 24, 2024
Subject: Salaries for Council Appointees for FY 2024-25

It is recommended that the following salary increases for Council appointees be approved for FY 2024-25.

City Manager Steve Schainker: 3.5% increase (new annual compensation of \$258,185.74 + deferred compensation + vehicle allowance per his Contract) **plus an additional week (5 business days) of earned annual vacation accrual.** This increases the City Manager's earned annual vacation accrual from 20 business days to 25 business days, which, according to City of Ames Policies and Procedures, is the appropriate amount of earned annual vacation accrual for regular full-time employees who have worked 24 years or more for the City of Ames.

City Attorney Mark Lambert: 5.5% increase (new annual compensation of \$176,428.22)

GB/rh

ITEM #: 18
DATE: 06-25-24
DEPT: ADMIN

COUNCIL ACTION FORM

SUBJECT: ANNUAL UPDATE TO CITY FEES

BACKGROUND:

Prior to each fiscal year, the City Council adopts a resolution containing the comprehensive list of fees for various City services. The fees contained in this resolution match the fees that were anticipated when the City's FY 2024/25 budget was prepared. These proposed fees must therefore be approved in order to ensure sufficient revenue for the planned expenditures.

ALTERNATIVES:

1. Approve the attached resolution approving fees for FY 2024/25.
2. Modify the attached fees before adopting the resolution.
3. Do not change the fees for FY 2024/25, and direct staff to prepare amendments to the City budget to reflect lower revenues.

CITY MANAGER'S RECOMMENDED ACTION:

The attached resolution containing fees for FY 2024/25 generate the revenues estimated in the adopted FY 2024/25 budget. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

ATTACHMENT(S):

[Annual Fees Resolution 2024-2025.pdf](#)

RESOLUTION NO.

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

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

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

SECTION ONE. The following Ames Municipal Cemetery Fees are hereby adopted or adjusted effective July 1, 2024, and codified as Appendix A.

FEES FOR AMES MUNICIPAL CEMETERY

Effective July 1, 2024

Lots

Adult	\$785.60/space	\$196.40 perpetual care ¹
Infant ³	\$160.00/space	\$40.00 perpetual care ¹

Interment (Does not include price of lot)

Full Burial:

Adult	\$982.00
Infant	\$328.00
Weekend/Holiday - Adult ²	\$1,366.00
Weekend/Holiday - Infant ²	\$459.00

Cremation:

Adult	\$560.00
Weekend/Holiday ²	\$665.00

For interments that require

Winter rate, add:	\$250.00
-------------------	----------

Columbarium

Niche, Interment, and Plaque	\$2,862.00
(\$294.00 for perpetual care ¹)	

Disinterment:

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

Markers & Memorials

Installation service charge	\$50.00 each
-----------------------------	--------------

¹ The perpetual care fund is an irrevocable trust; monies deposited into the perpetual care fund are non-refundable. (Iowa Code 523I.807)

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

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

SECTION TWO. The following Animal Shelter Service Fees are hereby adopted or adjusted effective July 1, 2024, and codified as Appendix E.

FEES FOR ANIMAL SHELTER SERVICE

Impound Fees (release to owner):	
First time	\$25.00
Second time	\$35.00
Third time	\$45.00
Fourth time	\$55.00
Fifth time	\$65.00
Sixth time	\$115.00
Seventh time	\$165.00
Eighth time	\$215.00
Ninth time	\$265.00
Tenth and subsequent time	\$315.00
Animal Shelter Boarding Fees:	
Per day.....	\$10.00
Putting Animals up for Adoption (Ames Residents):	
Dogs/Puppies.....	\$20.00
Cats/Kittens	\$20.00
Rabbits.....	\$20.00
Small domestic pets.....	\$10.00
Adoption of Animals:	
Dogs/Puppies.....	\$100.00
Cats/Kittens	\$100.00
Rabbits/Ferrets	\$40.00
Small domestic pets.....	\$10.00
Adoption Hold Deposit (Non-Refundable)	\$20.00
Permit Fee:	
Any permit required by state or local law including dangerous animal, traveling wildlife, menageries, shows, petting zoos or exhibitor fees	\$36.00
Volunteer Program Fee.....	\$25.00

Fee waivers for special needs adoptions, overcrowding or emergency shelter services are approved by the Animal Control Supervisor by authority of the City Council.

Adoption Fees are waived for Senior Citizens adopting staff identified senior animals.

If an animal, due to its rare breed would bring a fair market value which far exceeds the fees listed in the rare animal fee schedule then the animal control staff of the City of Ames, Iowa, is authorized to charge that fair market fee for both putting up for adoption and adoption fees. The animal control staff must research the fee that they feel should be charged for a very rare breed of animal and document how the figure was arrived at.

All fees for veterinary care and services must be paid at the time of the animal reclaim.

All Animal Shelter Service Fees Set by Resolution of City Council.

SECTION THREE. The following Public Works Fees are hereby adopted or adjusted effective July 1, 2024, and codified as Appendix F-1:

SOLID WASTE RULES AND REGULATIONS

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

2. Per Capita Charge..... \$10.50

3. Delivery charges at the Arnold O. Chantland Resource Recovery Center shall be:
 - a. Single bag/10 pounds.....\$5.00
 - b. Passenger car/300 pounds.....\$15.00
 - c. Van or Pickup/800 pounds.....\$30.00
 - d. Vehicle and Trailer/1,500 pounds\$55.00
 - e. Used motor oil 5 gallons (No Charge); Each gallon over 5 gallon/per gallon.....\$0.50
 - f. All vehicles including those of licensed haulers over the scale will be charged per ton\$75.00
with a one ton minimum for commercial accounts
 - g. Out of County rate, per ton.....\$150.00
 - h. Tires*:
 - Pickup tires or smaller\$7.00
 - Semi-truck tires farm front, farm implement and skid steer tires\$25.00
 - Sand box tire or farm tractor tire.....\$60.00
 - *Any tire on a rim, the actual tire disposal charge plus for rim.....\$5.00
 - i. Fire extinguisher disposal/extinguisher\$5.00
 - j. Unlicensed commercial hauler per vehicle/trip\$25.00
 - k. Special handling fee for large items (non-beneficial waste, reloading of vehicle, extended tipping time) up to\$250.00
 - l. Iowa State University, other State and Federal agencies
A proportional share by weight on the system cost or as provided by contract.
 - m. Motorized white goods, including refrigerator, freezers, washing machines, dryers, air conditioners, water heater, dehumidifier, furnace, and microwave ovens, each. \$30.00
 - n. TV's and monitors-Limit of two (2) per household/per day
 - LCD and Plasma TV's and computer monitors less than 40".....\$30.00
 - LCD and Plasma TV's and computer monitors over than 40"\$40.00
 - Projection and console TV's.....\$60.00
 - o. Mattress or box spring, each.....\$10.00
 - p. Couch\$10.00
 - q. Hot tub.....\$50.00
 - r. Construction and demolition material up to a pickup load.....\$50.00
*Accepted by discretion and material

4. The plant will be closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When the holiday falls on Sunday the following day will be observed.

SECTION FOUR. The following Police Department Fees & Charges are hereby adopted or adjusted effective July 1, 2024, and codified as Appendix M:

POLICE DEPARTMENT FEES & CHARGES

Crash (Accident) and Report (each).....	\$3.00
Overtime Payback and Event/Escort Service (per hour/3-hour minimum).....	\$76.00
Community Safety Officer Event/Escort Service (per hour/3-hour minimum).....	\$22.00
False Alarm Fee – After 3 times.....	\$30.00
Process Service Fee.....	\$20.00
Service of Warrant Fee.....	\$20.00
Non-Criminal Fingerprinting Fee (4 cards or less).....	\$10.00
Non-Criminal Fingerprinting Fee (each additional card past 4).....	\$2.00
Photographs (per disc).....	\$3.00
Surveillance Video (per disc).....	\$3.00
Parking Collection Fee.....	\$5.00
Providing Public Record (per page with a \$1.00 minimum).....	\$0.10

Car/Booking/Body Worn Camera/other video except surveillance or audio recordings shall be charged at actual cost. Actual cost is defined as the time spent creating the recording at the current rate, plus the cost of media used.

SECTION FIVE. The following Water and Pollution Control Fees & Charges are hereby adopted or adjusted effective July 1, 2024, and codified as Appendix Q:

WATER AND POLLUTION CONTROL FEES & CHARGES

Water Division

Bulk Water Service.....	\$0.99/100 gallons
-------------------------	--------------------

Water Meter Division *

	With Integral Radio	With Radio ERT
Meter & Setting Fees - Disc Style		
5/8" or 5/8 " x 3/4" disc.	\$435.00	\$445.00
3/4" disc.	\$460.00	\$475.00
Meter & Setting Fees - Ultrasonic Style		
1".....		\$555.00
1 1/2".....		\$990.00
2".....		\$2,035.00
3".....		\$4,260.00
4".....		\$5,445.00
Meter & Setting Fees - Magnetic Style		
2".....		\$3,085.00
3".....		\$4,000.00
4".....		\$4,820.00
6".....		\$6,785.00
Meter & Setting Fees - Turbo Style		
2".....		\$2,205.00
3".....		\$3,820.00
4".....		\$5,160.00
6".....		\$9,575.00
Meter & Setting Fees - Misc. Meters		
Larger than 4" or alternative styles		
- to be determined when ordered		
Hydrant Meter**.....		\$305.00
Frozen/damaged meter		
Construction Meter.....		\$160.00
Meters 1-1/2" and larger.....	\$150.00 trip fee + repairs/replacement	

Meters 1" and smaller..... \$95.00 trip fee + Depreciated Value

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

< 1 year	100%
< 2 years.....	90%
< 3 years.....	80%
< 4 years.....	70%
< 5 years.....	60%
< 6 years.....	50%
< 7 years.....	40%
< 8 years.....	30%
< 9 years.....	20%
<10 years.....	10%
>10 years.....	0%

Unauthorized use of water	\$224.00/occurrence
Unmetered use of water	\$2.93/day + \$19.43/month
Resetting fee for unauthorized meter removal	\$95.00
Customer requested meter test fee	\$175.00
Service or meter disconnect or reconnect fee.....	\$95.00/trip
After Hours Service Call	\$135.00
Backflow Device Test Results	
Entered into SwiftComply by backflow tester	\$0.00
City entry of backflow test reports.....	\$30.00 per test report

*Meter setting fees above include two service trips (one to set the temporary/construction meter, and one to set the permanent meter). A fee of \$95.00 will be charged for additional trips due to unexposed or inoperable curb boxes, incomplete remote wire installations, or other circumstances where the meter installation cannot be completed.

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

***In addition to the fees shown above, if a Meter Technician is dispatched outside normal business hours, weekends, or holidays, an After Hours Service Call will be billed.

WPC Division

Waste Hauler Fee - Ames locations*

Domestic/Residential Waste	\$9.72/load + \$4.69/100 gallons
Restaurant Grease Traps	\$64.40/load + \$3.77/100 gallons
Non-Domestic Waste	\$9.72/load + unit rate to be determined

* Non-Ames location surcharge	15%
Unauthorized Sewer Use	\$249.00/occurrence
Unmetered Sewer Use	\$3.17/day + \$21.83/month

High-Strength Surcharge Rates*

<u>Parameter</u>	<u>Surcharge Rate</u>
Oxygen Demand	
CBOD ₅	\$0.51/lb.
COD	\$0.19/lb.
Nitrogen	
NH ₃ -N	\$1.84/lb.
TKN	\$1.19/lb.
Solids	
TSS	\$0.76/lb.
Fats, Oils, and Grease	

Oil and Grease \$1.03/lb.
***Monthly High-Strength Surcharge Fees of less than \$5/month will be waived**

Restaurant Surcharge

Restaurant surcharge on sewer use for customers operating Food Service Establishments \$3.09/100 cubic ft.

Restaurant Fee

Restaurant fee for sewer use for customers operating Food Service Establishment which are not billed for sewer usage or whose sewer usage is not representative of the facilities food service activities. \$91.13/month.
(Ord. No. 4199, 11-25-14; Ord. No. 4263, 6-28-16)

Administrative Division

Copies of Records *
 Black & White, 8 1/2" x 11" \$0.15/copy
 Black & White, 11" x 17" \$0.30/copy
 Color, 8 1/2" x 11" \$0.40/copy
 Color, 11" x 17" \$0.80/copy

* Plus staff time to prepare records (wages only)

Laboratory Division

Analytical Fees, per sample per test

Bacteriological Tests	
Coliform, Total (present/absent)	\$21.00
Coliform, Total (quantified)	\$21.00
E coli (present/absent)	\$21.00
E coli (quantified)	\$21.00
Chloride	\$21.75
Chlorine	
Free	\$21.00
Total	\$21.00
Hardness Total	\$21.00
Iron (Water)	\$10.75
Metals	
Flame method, per analyte	\$16.50
Furnace method, per analyte	\$21.75
Mercury	\$27.25
Nitrogen	
Ammonia	\$21.00
Nitrate	\$21.50
Nitrite	\$21.00
Total Kjeldahl Nitrogen	\$42.50
pH	\$14.75
Phenol	\$30.25
Phosphorus	
Orthophosphate	\$21.00
Total Phosphorus	\$21.00
Oxygen Demand	
Chemical Oxygen Demand (COD)	\$21.75
Five-day Biochemical Oxygen Demand (BOD ₅)	\$40.00
Five-day Carbonaceous Biochemical Oxygen Demand (CBOD ₅)	\$40.00
Solids	

Total Solids (TS)	\$21.00
Total Volatile Solids (TVS)	\$21.00
Total Suspended Solids (TSS).....	\$21.00
Volatile Suspended Solids (VSS).....	\$21.00
Total Dissolved Solids (TDS) (Weight).....	\$21.00
Total Dissolved Solids (TDS) (Probe)	\$11.00
Sulfate.....	\$21.00
Temperature.....	\$5.75
Turbidity	11.00

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

Samples sent to an outside lab Actual Invoiced Cost
(including outside sample collection fees)

Sample Collection Fees

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

Drinking Water

- Drinking water sampled from the tap of a completed structure \$46.75
- Drinking water sampled from a field tap or structure under construction..... \$62.50

Wastewater/Pretreatment

- 24-hour composite from a location where no sampling, metering, or refrigeration equipment are permanently installed.....\$297.75
- 24-hour composite from a location where a sampler, flow meter, and refrigeration equipment are all permanently installed..... \$114.75
- Grab sample not associated with a 24-hour composite sampling event (grabs collected at the time of a composite are included in the fees above).....\$58.50

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

ADOPTED this _____ day of _____, 2024.

Renee Hall, City Clerk

John A. Haila, Mayor



Item No. 19
MEMO

To: Mayor & City Council
From: Andrea Whitt, Legal Secretary
Date: June 21, 2024
Subject: June Code Supplement

Attached and presented for adoption is the Resolution for Supplement No. 2024-3 to the Ames *Municipal Code*.

/rh

ATTACHMENT(S):
[Resolution Code Supplement 2024-3.pdf](#)

RESOLUTION NO. _____

**RESOLUTION APPROVING AND ADOPTING
SUPPLEMENT NO. 2024-3 TO THE AMES MUNICIPAL CODE**

BE IT RESOLVED, by the City Council for the City of Ames, Iowa, that in accordance with the provisions of Section 380.8 Code of Iowa, a compilation of ordinances and amendments enacted subsequent to the adoption of the Ames Municipal Code shall be and the same is hereby approved and adopted, under date of July 1, 2024, as Supplement No. 2024-3 to the Ames Municipal Code.

Adopted this _____ day of _____, 2024.

John A. Haila, Mayor

Attest:

Renee Hall, City Clerk

ITEM #: 20
DATE: 06-25-24
DEPT: HR

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF FY 2024/25 PAY PLAN

BACKGROUND:

Each year the City Council approves a Pay Plan that specifies pay ranges and steps for the City’s work force. The attached FY 2024/25 Pay Plan reflects negotiated wage settlements with the four bargaining units shown below, as well as a 3.5% scale increase for merit employee job classifications.

Actual salary increases for merit employees are performance based and are established by two factors – each individual’s performance rating, and positioning within the salary ranges for each grade. Each merit job grade has a minimum, midpoint and maximum within the pay plan. These are shown on both an annual and hourly basis.

The Pay Plan’s salary range adjustments are as follows:

IUOE-Blue Collar (E Pay Plan)	3.25%
IUOE-Electric Production (I Pay Plan)	3.25%
IAFF-Fire (G Pay Plan)	3.25%
PPME-Police (F Pay Plan)	3%-7%, depending on step
Merit Pay Plan (C & D Pay Plan)	3.50%

Unclassified job categories are adjusted proportionately with merit or union employees or with the relevant labor market. The statutory minimum wage is included as the scale minimum for temporary workers.

The Pay Plan includes an alphabetical listing of every approved classification in the City of Ames. This listing includes the unique code for each position, the Equal Employment Opportunity (EEO) code, the Fair Labor Standards Act (FLSA) exemption code, and the numerical pay grade. The range for merit position pay grades is 51 to 96.

ALTERNATIVES:

1. Approve the attached FY 2024/25 Pay Plan.
2. Do not approve the FY 2024/25 Pay Plan and direct staff to prepare alternative rates of pay.

CITY MANAGER'S RECOMMENDED ACTION:

This Pay Plan document formally establishes pay ranges and steps for City positions in FY 2024/25. These ranges reflect bargained increases and amounts budgeted for the upcoming fiscal year. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ATTACHMENT(S):
[Pay Plan 24-25 PDF.pdf](#)

PAY PLAN

CITY OF AMES



2024 – 2025

UNCLASSIFIED POSITIONS
Effective 7/1/2024

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
1116	Co-op	18.7197	22.1566	25.5934
1311	Transit Driver	21.4700		
2206	Community Safety Officer Coordinator	22.3383		
2209	Community Safety Officer	21.2168		
2204	Public Safety Quality Assurance Coordinator	18.4584	22.4352	26.4120
2228	Property/Evidence Technician	18.4584	22.4352	26.4120
2229	Lead Property/Evidence Technician	20.1889	24.5123	28.8356
2310	Animal Control Attendant	15.7090	18.3185	20.9279
2311	Animal Control Officer	22.6496	26.5455	30.4414
3112	Library Custodial Assistant	7.2500	13.5612	19.8724
5142	Water/Wastewater Laboratory Aide	15.9693	18.4492	20.9290
9403	Unclassified Laborer	7.2500	13.8610	20.4719
9404	Unclassified Skilled Laborer	19.3369	28.4136	37.4903
9405	Office Worker	7.2500	13.5607	19.8713
9407	Technical Assistant	16.8844	21.0408	25.1972
9450	Temporary Manager/Paraprofessional	31.1293	47.7601	64.3908
9392	School Crossing Guards*	30.75		

* Daily rate based on two shifts worked

C PAY PLAN
Effective 7/1/2024

<u>PAY GRADE</u>	<u>PAY PERIOD</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
51	Annual Hourly	37,817 18.1813	43,472 20.9002	49,127 23.6190
52	Annual Hourly	40,052 19.2559	46,480 22.3462	52,907 25.4364
53	Annual Hourly	42,589 20.4755	49,754 23.9204	56,919 27.3652
54	Annual Hourly	45,456 21.8542	53,503 25.7229	61,550 29.5916
55	Annual Hourly	48,654 23.3914	57,711 27.7458	66,768 32.1001
56	Annual Hourly	52,253 25.1220	62,451 30.0248	72,649 34.9275
57	Annual Hourly	56,334 27.0840	67,834 32.6129	79,334 38.1418
58	Annual Hourly	60,928 29.2925	73,917 35.5372	86,906 41.7818
59	Annual Hourly	66,109 31.7835	80,788 38.8407	95,467 45.8978
60	Annual Hourly	71,986 34.6091	88,615 42.6034	105,243 50.5976
61	Annual Hourly	78,635 37.8054	97,522 46.8857	116,409 55.9659
62	Annual Hourly	86,206 41.4455	107,666 51.7628	129,126 62.0801
62*	Annual Hourly	86,206 29.6038	107,666 36.9734	129,126 44.3430
63	Annual Hourly	94,806 45.5801	119,260 57.3368	143,714 69.0934
90	Annual Hourly	87,674 42.1512	105,718 50.8262	123,762 59.5012
91	Annual Hourly	95,778 46.0472	116,335 55.9307	136,893 65.8141
92	Annual Hourly	104,999 50.4803	128,421 61.7410	151,843 73.0017
93	Annual Hourly	115,468 55.5135	142,234 68.3822	169,001 81.2509
94	Annual Hourly	127,372 61.2369	158,022 75.9723	188,672 90.7077
95	Annual Hourly	140,977 67.7777	176,125 84.6755	211,272 101.5733

D PAY PLAN
Effective 7/1/2024

<u>PAY GRADE</u>	<u>PAY PERIOD</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
64	Annual	104,580	132,510	160,439
	Hourly	50.2793	63.7069	77.1345
65	Annual	115,747	147,701	179,654
	Hourly	55.6477	71.0101	86.3724
66	Annual	128,574	165,212	201,849
	Hourly	61.8149	79.4289	97.0428
96	Annual	156,594	196,981	237,367
	Hourly	75.2860	94.7025	114.1189

E PAY PLAN
IUOE Blue Collar Unit
Effective 7/1/2024

HTE	CLASS		STEP A (START)		STEP B (18 MOS)		STEP C (48 MOS)	
	CODE	TITLE	Annual	Hourly	Annual	Hourly	Annual	Hourly
300	141	Meter Reader	51,147.20	24.59	58,011.20	27.89	68,224.00	32.80
302	142	Senior Meter Reader	53,684.80	25.81	60,507.20	29.09	74,068.80	35.61
304	1110	Engineering Technician I	48,817.60	23.47	55,244.80	26.56	65,000.00	31.25
306	1111	Engineering Technician II	52,936.00	25.45	61,464.00	29.55	70,532.80	33.91
308	1131	Traffic Signal Technician	See page 6					
358	1137	Traffic Technician	See page 6					
361	1139	Traffic Technician II	See page 6					
363	1141	Traffic Technician III	See page 6					
309	1134	Traffic Signal Technician Lead	See page 6					
310	1222	Plumbing Inspector	66,164.80	31.81	74,817.60	35.97	87,588.80	42.11
312	1223	Electrical Inspector	66,164.80	31.81	74,817.60	35.97	87,588.80	42.11
313	1228	Community Codes Liaison	66,164.80	31.81	74,817.60	35.97	87,588.80	42.11
314	1225	Housing Inspector	66,164.80	31.81	74,817.60	35.97	87,588.80	42.11
315	1226	Building & Zoning Inspector	66,164.80	31.81	74,817.60	35.97	87,588.80	42.11
316	1311	Transit Driver (Full-time)*	44,491.20	21.39	52,582.40	25.28	63,148.80	30.36
318	1311	Transit Driver (PT 20 hrs)*		21.47		25.63		27.70
320	1318	Lane Worker	44,657.60	21.47	53,310.40	25.63	57,616.00	27.70
321	1307	Lead Lane Worker	44,491.20	21.39	52,582.40	25.28	63,148.80	30.36
322	1322	Mechanic Assistant	53,123.20	25.54	60,444.80	29.06	71,052.80	34.16
323	1322	Mechanic Assistant (CyRide)	See page 5					
325	1323	Mechanic (CyRide)	See page 5					
327	1324	Lead Mechanic (CyRide)	70,241.60	33.77	74,609.60	35.87	87,880.00	42.25
329	5111	Plant Maintenance Specialist	63,377.60	30.47	71,884.80	34.56	84,635.20	40.69
330	5130	Water Utility Locator	61,339.20	29.49	69,368.00	33.35	81,848.00	39.35
332	5131	Water Meter Technician	58,094.40	27.93	65,956.80	31.71	77,542.40	37.28
334	5140	Water/PC Lab Technician	54,558.40	26.23	60,944.00	29.30	70,865.60	34.07
336	5141	Water/PC Lab Analyst	67,308.80	32.36	76,252.80	36.66	89,564.80	43.06
338	5112	Water Plant Operator	See page 5					
328	5213	WPC Plant Operator	See page 5					
339	5220	Res. Rec. Lead Operator	63,315.20	30.44	71,843.20	34.54	84,427.20	40.59
340	5221	Res. Rec. Maint. Operator	60,424.00	29.05	68,473.60	32.92	80,267.20	38.59
342	5411	Plant Maintenance Operator	67,308.80	32.36	76,252.80	36.66	89,564.80	43.06
343	5412	Process Maintenance Worker	See page 6					
344	6110	Treatment Plant Maint. Worker	See page 6					
344	6112	Maintenance Worker	See page 6					
346	6113	Senior Maintenance Worker	59,030.40	28.38	66,872.00	32.15	78,582.40	37.78
348	6114	Parks Maintenance Specialist	59,862.40	28.78	63,211.20	30.39	73,860.80	35.51
351	6115	Streets Maint. Lead Worker	See page 6					
350	6121	Building Maint. Specialist	58,094.40	27.93	65,956.80	31.71	77,542.40	37.28
352	6151	Truck Driver	45,676.80	21.96	51,646.40	24.83	60,777.60	29.22
354	6152	Senior Heavy Equipment Oper.	62,067.20	29.84	65,956.80	31.71	77,542.40	37.28
356	6153	Heavy Equipment Operator	56,451.20	27.14	60,049.60	28.87	70,595.20	33.94
358	1137	Traffic Technician	See page 5					
359	6117	W&PC Maint. Tech. I	See page 6					
360	6118	W&PC Maint. Tech. II	See page 6					
362	6111	Laborer	See page 5					
364	1319	Service Worker	See page 5					
366	6163	Custodian	See page 5					
370	1326	Fleet Technician	See page 5					
371	1328	Lead Fleet Technician	70,241.60	33.77	74,609.60	35.87	87,880.00	42.25
372	6154	Res. Rec. Equipment Operator	59,030.40	28.38	66,872.00	32.15	78,582.40	37.78
724	6119	RRP Maint. Tech. I	See page 6					
726	6120	RRP Maint. Tech. II	See page 6					

* Transit Driver Trainees will be paid in accordance with Section 26.1. Time-in-grade credit for step advancement for part-time Transit Drivers and Lane Workers is to be based upon hours actually worked. A part-time employee advances to Step B at 3120 hours and Step C at 8320 hours.

E PAY PLAN
IUOE Blue Collar Unit
Effective 7/1/2024

<u>HTE</u>	<u>CLASS</u>		<u>STEP A (START)</u>		<u>STEP B (30 MOS)</u>	
	<u>CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
362	6111	Laborer	45,593.60	21.92	53,643.20	25.79
364	1319	Service Worker	48,380.80	23.26	57,116.80	27.46
366	6163	Custodian	43,846.40	21.08	51,542.40	24.78

<u>HTE</u>	<u>CLASS</u>		<u>Annual</u>	<u>Hourly</u>
	<u>CODE</u>	<u>TITLE</u>		
370	1326	Fleet Technician		
		Step A - 4 ASE tests	66,872.00	32.15
		Step B - 7 ASE tests (within 1 year)	72,446.40	34.83
		Step C - 10 ASE tests (within 2 years)	78,187.20	37.59
		Step D - ASE certified (within 3 years)	83,761.60	40.27
323	1322	Mechanic Assistant (CyRide)		
		Step A (Start)	53,123.20	25.54
		Step B - 4 ASE tests or 18 months	60,444.80	29.06
		Step C - 7 ASE tests or 48 months	71,052.80	34.16
325	1323	Mechanic (CyRide)		
		Step A (Start)	61,339.20	29.49
		Step B - 4 ASE tests or 18 months	67,641.60	32.52
		Step C - 7 ASE tests or 48 months	79,518.40	38.23
		Step D - Achieve Master Cert. and/or maintain certification after 5 years	83,761.60	40.27
338	5213	WPC Plant Operator		
		Step A (Start)	59,030.40	28.38
		Step B (within 8 months) Grade certificate	63,169.60	30.37
		Step C (within 24 months) 21 CEU's directly related to wastewater treatment or possessing a Grade II Wastewater Treatment Operator Certificate	67,308.80	32.36
		Step D (within 38 months) Grade II Wastewater Treatment Operator Certificate and 18 months time in grade	76,252.80	36.66
		Step E (48 months and Grade II Certificate)	89,564.80	43.06
328	5112	Water Plant Operator		
		Step A (Start)	59,030.40	28.38
		Step B (within 8 months) Grade certificate	63,169.60	30.37
		Step C (within 24 months) 21 CEU's directly related to wastewater treatment or possessing a Grade II Water Treatment Operator Certificate	67,308.80	32.36
		Step D (within 38 months) Grade II Water Treatment Operator Certificate and 18 months time in grade	76,252.80	36.66
		Step E (48 months and Grade II Certificate)	89,564.80	43.06

E PAY PLAN
IUOE Blue Collar Unit
Effective 7/1/2024

<u>HTE</u>	<u>CLASS</u>	<u>TITLE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>	<u>STEP F</u>	<u>STEP G</u>
	<u>CODE</u>		<u>(START)</u>	<u>(6 MOS)</u>	<u>(12 MOS)</u>	<u>(18 MOS)</u>	<u>(24 MOS)</u>	<u>(36 MOS)</u>	<u>(48 MOS)</u>
358	1137	Traffic Technician							
		Annual	52,956.80		57,387.20		61,755.20		70,595.20
		Hourly	25.46		27.59		29.69		33.94
361	1139	Traffic Technician II							
		Annual					72,696.00		77,251.20
		Hourly					34.95 *		37.14
363	1141	Traffic Technician III							
		Annual							81,099.20
		Hourly							38.99 *
308	1131	Traffic Signal Technician							
		Annual	63,440.00		66,892.80		72,696.00		77,251.20
		Hourly	30.50		32.16		34.95		37.14
309	1134	Traffic Signal Technician Lead							
		Annual	66,747.20		72,238.40		77,854.40		81,099.20
		Hourly	32.09		34.73		37.43		38.99
344	6110	Treatment Plant Maint. Worker							
		Annual	50,960.00		52,332.80		54,288.00		63,876.80
		Hourly	24.50		25.16		26.10		30.71
344	6112	Maintenance Worker							
		Annual	50,960.00		52,332.80		54,288.00		63,876.80
		Hourly	24.50		25.16		26.10		30.71
351	6115	Streets Maintenance Lead Worker							
		Annual	63,315.20		73,132.80		81,411.20		84,427.20
		Hourly	30.44		35.16		39.14		40.59
359	6117	W&PC Maint. Tech. I							
		Annual					59,425.60		69,014.40
		Hourly					28.57 *		33.18
360	6118	W&PC Maint. Tech. II							
		Annual							78,582.40
		Hourly							37.78
343	5412	Process Maintenance Worker							
		Annual	50,876.80	53,331.20	56,243.20	58,198.40	60,673.60	63,169.60	65,603.20
		Hourly	24.46	25.64	27.04	27.98	29.17	30.37	31.54
724	6119	RRP Maint. Tech. I							
		Annual					65,000.00	67,496.00	69,950.40
		Hourly					31.25 *	32.45 *	33.63 *
726	6120	RRP Maint. Tech. II							
		Annual						76,128.00	78,582.40
		Hourly						36.60 *	37.78 *

*must also have successfully completed required skill block to be eligible for this rate

**F PAY PLAN
PPME - Police
Effective 7/1/2024**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>STEP A (START)</u>	<u>STEP B (18 MOS)</u>	<u>STEP C (36 MOS)</u>
400	2308	Animal Control Clerk	49,610 23.8510	59,488 28.6000	
402	131	Parking Meter Attendant	44,487 21.3880	47,108 22.6481	56,544 27.1847
403	2207	Lead Police Records Clerk	52,091 25.0438	57,197 27.4986	68,159 32.7688
404	2208	Police Records Clerk	49,610 23.8510	54,472 26.1885	64,913 31.2082
416	2201	Public Safety Lead Dispatcher	57,598 27.6914	60,408 29.0424	69,632 33.4770
406	2202	Public Safety Dispatcher	53,867 25.8976	56,464 27.1462	65,264 31.3770
412	2311	Animal Control Officer	47,111 22.6496	51,086 24.5606	63,318 30.4414

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>ANNUAL</u>	<u>HOURLY</u>
410	2216	Police Officer		
		A. 0-12 months	65,165	31.5112
		B. 13-24 months	67,505	32.6427
		C. 25-48 months	71,391	34.5218
		D. 49-72 months	75,275	36.4000
		E. 73-96 months	79,353	38.3719
		F. 97-120 months	84,659	40.9377
		G. 121-168 months	87,816	42.4643
		H. 169+ months	91,304	44.1509

**G PAY PLAN
IAFF - Fire
Effective 7/1/2024**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>
504	2111	Firefighter	58,692 20.1555	64,305 22.0828	76,986 26.4377	(EMR Certified) 84,161 28.9016
						(EMT Certified) 84,446 28.9994
506	2112	Fire Lieutenant	(EMR Certified) 93,279 32.0327			
			(EMT Certified) 93,595 32.1412			
508	2114	Fire Inspector	102,451 49.2554			

Step A = 0 through 18 months
 Step B = 19 months
 Step C = 37 months
 Step D = 60 months (see also Section 15.3)

Effective July 1, 2004, the City will combine incentive pay (Emergency Medical Responder - .7%, Instructor I - .7%, and approved fire classes - 1.7% for a total of 3.1%) and add to Firefighter Step D, Fire Lieutenant, and Fire Inspector pay scale.

Effective upon certification by the State of Iowa as a Conditional EMT Service, the City will combine incentive pay (Emergency Medical Technician - 1.05%, Instructor I - .7% and approved fire classes - 1.7% for a total of 3.45%) and add to Firefighter Step D, Fire Lieutenant, and Fire Inspector pay scale.

**H PAY PLAN
ELECTRIC DISTRIBUTION
Effective 7/1/2024**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>
600	171	Storekeeper	58,302.40	28.03
602	711	Records and Materials Specialist	74,068.80	35.61
604	4209	Substation Electrician Assistant	82,908.80	39.86
606	4210	Underground Electric Serviceworker	79,060.80	38.01
608	4211	Groundswoker	72,675.20	34.94
610	4212	Truck Driver/Groundswoker	79,060.80	38.01
612	4213	Electric Serviceworker	84,905.60	40.82
614	4215	Electric Lineworker	97,884.80	47.06
616	4218	Substation Electrician	97,884.80	47.06
618	4221	Electric Line Crew Leader	103,688.00	49.85
620	4231	Electric Meter & Relay Technician	84,364.80	40.56
622	4311	Electrical Engineering Assistant	80,787.20	38.84
624	4312	Electrical Engineering Technician	105,310.40	50.63
626	6126	Substation Crew Leader	103,688.00	49.85
628	4214	Apprentice Electric Lineworker		
		A. 1st twelve months/2000 hrs. (60%)	58,718.40	28.23
		B. 2nd twelve months/2000 hrs. (70%)	68,494.40	32.93
		C. 3rd twelve months/2000 hrs. (80%)	78,312.00	37.65
		D. 4th sixth months/1000 hrs. (90%)	88,067.20	42.34
630	4217	Apprentice Substation Electrician		
		A. 0 - 1000 hours (65%)	63,585.60	30.57
		B. 1000 - 2000 hours (70%)	68,494.40	32.93
		C. 2000 - 3000 hours (75%)	73,382.40	35.28
		D. 3000 - 4000 hours (80%)	78,312.00	37.65
		E. 4000 - 5000 hours (85%)	83,200.00	40.00
		F. 5000 - 6000 hours (90%)	88,067.20	42.34
632	4230	Apprentice Electric Meter Repair Worker		
		A. 0 - 1000 hours (75%)	63,294.40	30.43
		B. 1000 - 2000 hours (80%)	67,496.00	32.45
		C. 2000 - 3000 hours (84%)	70,886.40	34.08
		D. 3000 - 4000 hours (88%)	74,256.00	35.70
		E. 4000 - 5000 hours (92%)	77,625.60	37.32
		F. 5000 - 6000 hours (96%)	80,995.20	38.94

The above listed wage rates for apprentices are based on percentages of journey-level rates as set out in the respective apprentice agreements. Progression within the apprentice classifications is contingent upon training and outside coursework plus meeting the requirements set out in the apprenticeship agreement.

**I PAY PLAN
IUOE - Power Plant
Effective 7/1/2024**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>
700	4110	Lead Coal Handler	85,716.80	41.21
702	4111	Coal Handler		
		1st 6 months	61,068.80	29.36
		2nd 6 months	65,145.60	31.32
		3rd 6 months	73,320.00	35.25
		Thereafter	81,640.00	39.25
704	4112	Power Plant Auxiliary Operator		
		1st 6 months	71,115.20	34.19
		2nd 6 months	75,587.20	36.34
		3rd 6 months	79,996.80	38.46
		4th 6 months	84,531.20	40.64
		Thereafter	88,982.40	42.78
706	4113	Power Plant Fireworker		
		5th 6 months	91,041.60	43.77
		6th 6 months	94,182.40	45.28
		Thereafter	97,094.40	46.68
708	4114	Power Plant Operator		
		7th 6 months	100,672.00	48.40
		Thereafter	103,771.20	49.89
709	4117	Environmental Instrument & Control Technician		
		1st 6 months	80,121.60	38.52
		2nd 6 months	85,654.40	41.18
		3rd 6 months	90,937.60	43.72
		4th 6 months	96,116.80	46.21
		5th 6 months	101,545.60	48.82
		6th 6 months	104,790.40	50.38
		Thereafter	107,099.20	51.49
709	4118	Instrument & Control Technician		
		1st 6 months	80,121.60	38.52
		2nd 6 months	85,654.40	41.18
		3rd 6 months	90,937.60	43.72
		4th 6 months	96,116.80	46.21
		5th 6 months	101,545.60	48.82
		6th 6 months	104,790.40	50.38
		Thereafter	107,099.20	51.49

**I PAY PLAN
IUOE - Power Plant
Effective 7/1/2024**

<u>HTE</u>	<u>CLASS CODE</u>	<u>TITLE</u>	<u>Annual</u>	<u>Hourly</u>
714	4122	Power Plant Maintenance Foreman	107,099.20	51.49
716	4124	Power Plant Maintenance Worker		
		1st 6 months	54,891.20	26.39
		2nd 6 months	58,739.20	28.24
		3rd 6 months	66,040.00	31.75
		Thereafter	74,588.80	35.86
718	4125	Power Plant Maintenance Mechanic		
		1st 6 months	73,840.00	35.50
		2nd 6 months	78,436.80	37.71
		3rd 6 months	83,116.80	39.96
		4th 6 months	87,651.20	42.14
		Thereafter	92,372.80	44.41
720	6123	Electrician		
		1st 6 months	70,636.80	33.96
		2nd 6 months	75,899.20	36.49
		3rd 6 months	81,307.20	39.09
		4th 6 months	86,715.20	41.69
		5th 6 months	92,081.60	44.27
		6th 6 months	95,721.60	46.02
		Thereafter	98,217.60	47.22
722	6163	Custodian		
		1st 6 months	45,760.00	22.00
		2nd 6 months	48,484.80	23.31
		Thereafter	53,518.40	25.73

Progression within the apprentice classification is contingent upon successful completion of outside course work and satisfactory progress during each step interval plus meeting the requirements set out in the apprenticeship agreement.

Any Power Plant Operator who voluntarily goes through training and obtains and maintains NERC certification as a transmission operator will receive a \$1.50 per hour increase to their current hourly rate.

ALPHABETICAL LISTING

<u>CODE</u>	<u>HTE</u>	<u>EEO</u>	<u>FLSA</u>	<u>CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>PAGE</u>
0133	----	6	NE	Account Clerk	56	2
0307	----	2	NE	Accountant	59	2
0313	----	1	E	Accounting & Reporting Manager	62	2
0124	----	1	E	Administrative Services Coordinator	59	2
2310	----	8	NE	Animal Control Attendant	Temporary	1
2308	400	6	NE	Animal Control Clerk	Union-F	7
2311	412	8	NE	Animal Control Officer	Union-F	7
2311	----	8	NE	Animal Control Officer	Temporary	1
2312	----	3	E	Animal Control Supervisor	61	2
2305	----	3	NE	Animal Control Veterinary Technician	56	2
0905	----	6	NE	Appraisal Clerk	56	2
0910	----	6	NE	Appraisal Technician	57	2
4230	632	7	NE	Appr. Electric Meter Repair Worker	Union-H	9
4217	630	8	NE	Appr. Substation Electrician	Union-H	9
4214	628	7	NE	Apprentice Electric Lineworker	Union-H	9
3202	----	5	E	Aquatics & Activities Manager	59	2
3211	----	2	E	Aquatics & Activities Supervisor	59	2
0901	----	1	E	Assessor	65	3
1227	----	2	E	Assistant Building Official	60	2
0411	----	2	E	Assistant City Attorney I	61	2
0412	----	2	E	Assistant City Attorney II	63	2
0612	----	1	E	Assistant City Manager	65	3
4331	----	1	E	Assistant Director Electric Services	94	2
5311	----	1	E	Assistant Director of Water and PC	63	2
4222	----	2	E	Assistant Electric Distribution Supt.	90	2
1214	----	2	E	Assistant Planner	58	2
0611	----	1	E	Assistant to the City Manager	64	3
1317	----	1	E	Assistant Transit Director-Fleet & Facilities	63	2
1321	----	1	E	Assistant Transit Director-Operations	63	2
3206	----	2	E	Aud., Bandshell, & Community Center Mgr.	59	2
0306	----	2	NE	Budget and Finance Analyst	60	2
0308	----	2	E	Budget Manager	62	2
1226	315	1	NE	Building and Zoning Inspector	Union-E	4
6121	350	7	NE	Building Maintenance Specialist	Union-E	4
1224	----	1	E	Building Official	62	2
0132	----	6	NE	Cashier	56	2
2223	----	1	E	Chief of Police	65	3
6108	----	6	E	City Forester	59	2
1124	----	3	NE	Civil Design Technician	59	2
1120	----	2	E	Civil Engineer I	60	2
1121	----	2	E	Civil Engineer II	62	2
0218	----	2	E	Client Support Coordinator	60	2
0217	----	3	NE	Client Support Specialist I	56	2
0215	----	3	NE	Client Support Specialist II	57	2
1116	999	8	NE	Co-op	Temporary	1
4111	702	8	NE	Coal Handler	Union-I	10
0609	----	3	E	Communication Specialist	58	2
0713	----	2	E	Communications and Outreach Manager	61	2
1228	313	10	NE	Community Codes Liaison	Union-E	4
2209	----	4	NE	Community Safety Officer	Temporary	1
2206	----	4	NE	Community Safety Officer Coordinator	Temporary	1

<u>CODE</u>	<u>HTE</u>	<u>EEO</u>	<u>FLSA</u>	<u>CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>PAGE</u>
5133	----	3	NE	Cross Connection Control Coordinator	59	2
6163	366	8	NE	Custodian	Union-E	5
6163	722	8	NE	Custodian	Union-I	11
0920	----	2	E	Database Manager	59	2
0615	----	1	E	DEI Coordinator	60	2
0902	----	1	E	Deputy Assessor	63	2
2118	----	1	E	Deputy Fire Chief	63	2
4332	----	1	E	Director of Electric Services	96	3
0314	----	1	E	Director of Finance	65	3
0174	----	1	E	Director of Fleet Services	65	3
0514	----	1	E	Director of Human Resources	65	3
3215	----	1	E	Director of Parks and Recreation	65	3
1232	----	1	E	Director of Planning and Housing	65	3
6232	----	1	E	Director of Public Works	65	3
1315	----	1	E	Director of Transit	65	3
5312	----	1	E	Director of Water and WPC	65	3
4224	----	1	E	Electric Distribution Manager	91	2
4310	----	5	NE	Electric GIS Specialist	59	2
4221	618	7	NE	Electric Line Crew Leader	Union-H	9
4215	614	7	NE	Electric Lineworker	Union-H	9
4231	620	7	NE	Electric Meter & Relay Technician	Union-H	9
4213	612	7	NE	Electric Service Worker	Union-H	9
4130	----	2	E	Electric Services Maintenance Supt.	91	2
4129	----	2	E	Electric Services Operations Supt.	91	2
4319	----	2	E	Electrical Engineer I	60	2
4318	----	2	E	Electrical Engineer II	90	2
4311	622	5	NE	Electrical Engineering Assistant	Union-H	9
4322	----	2	E	Electrical Engineering Manager	92	2
4312	624	3	NE	Electrical Engineering Technician	Union-H	9
1223	312	1	NE	Electrical Inspector	Union-E	4
6123	720	7	NE	Electrician	Union-I	11
2200	----	6	E	Emergency Communications Supervisor	60	2
4316	----	2	E	Energy Services Coordinator	60	2
1110	304	5	NE	Engineering Technician I	Union-E	4
1111	306	3	NE	Engineering Technician II	Union-E	4
5305	----	2	E	Environmental Engineer I	60	2
5306	----	2	E	Environmental Engineer II	61	2
4117	709	3	NE	Environmental Instrument & Control Tech.	Union-I	10
5309	----	2	E	Environmental Specialist	60	2
2116	----	1	E	Fire Chief	65	3
2114	508	1	NE	Fire Inspector	Union-G	8
2112	506	2	NE	Fire Lieutenant	Union-G	8
2119	----	2	E	Fire Training Officer	61	2
2111	504	4	NE	Firefighter	Union-G	8
6140	----	1	E	Fleet Support Manager	61	2
1326	370	7	NE	Fleet Technician	Union-E	5
1125	----	2	E	GIS Coordinator	61	2
1115	----	3	NE	GIS Specialist	59	2
6221	----	7	NE	Grounds Foreman	58	2
6222	----	3	E	Grounds Supervisor	60	2
4211	608	8	NE	Groundswoker	Union-H	9
0509	----	2	E	Health Promotion Coordinator	60	2
6153	356	7	NE	Heavy Equipment Operator	Union-E	4

<u>CODE</u>	<u>HTE</u>	<u>EEO</u>	<u>FLSA</u>	<u>CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>PAGE</u>
1216	----	2	E	Housing Coordinator	61	2
1225	314	9	NE	Housing Inspector	Union-E	4
0511	----	5	E	Human Resources Analyst	58	2
0516	----	6	NE	Human Resources Assistant	56	2
0510	----	2	E	Human Resources Officer I	60	2
0513	----	2	E	Human Resources Officer II	61	2
0515	----	6	NE	Human Resources Secretary I	57	2
3209	----	5	E	Ice Arena Manager	59	2
0222	----	1	E	Information Technology Manager	62	2
4118	709	3	NE	Instrument and Control Technician	Union-I	10
0312	----	2	E	Investment Officer	60	2
0212	----	6	NE	IT Clerk	56	2
0213	----	5	NE	IT Operations Technician	57	2
0225	----	3	NE	IT Specialist - Public Safety	58	2
6111	362	8	NE	Laborer	Union-E	5
1318	320	8	NE	Laneworker	Union-E	4
4110	700	8	NE	Lead Coal Handler	Union-I	10
1328	371	7	NE	Lead Fleet Technician	Union-E	4
1307	321	8	NE	Lead Lane Worker	Union-E	4
1324	327	7	NE	Lead Mechanic (CyRide)	Union-E	4
2207	403	6	NE	Lead Police Records Clerk	Union-F	7
2229	----	6	NE	Lead Property-Evidence Technician	57	2
2229	----	6	NE	Lead Property-Evidence Technician	Temporary	1
0118	----	6	NE	Legal Secretary	57	2
0120	----	5	E	Legal Services Administrative Assistant	59	2
0119	----	6	NE	Legal Technician	57	2
3121	----	2	E	Librarian	58	2
3117	----	5	NE	Library Administrative Assistant	58	2
3108	----	1	E	Library Adult Services Manager	61	2
3113	----	5	NE	Library Assistant	57	2
3110	----	8	NE	Library Building Maintenance Supervisor	57	2
3116	----	6	NE	Library Cataloging Clerk	53	2
3106	----	6	NE	Library Clerk - Adult/Youth Services	53	2
3109	----	6	NE	Library Clerk - Customer Account Services	53	2
3111	----	6	NE	Library Clerk - Resource Services	53	2
3107	----	6	NE	Library Client Support Technician	57	2
3114	----	2	E	Library Community Relations Specialist	58	2
3112	999	8	NE	Library Custodial Assistant	Temporary	1
3129	----	2	E	Library Customer Account Services Manager	61	2
3123	----	1	E	Library Director	65	3
3133	----	6	NE	Library Marketing Assistant	56	2
3120	----	2	E	Library IT Systems Administrator	60	2
3131	----	2	E	Library Operations Coordinator	59	2
3105	----	2	E	Library Resource Services Manager	61	2
3132	----	5	E	Library Resource Services Technician	57	2
3130	----	2	E	Library Volunteer Coordinator	59	2
3128	----	2	E	Library Youth Services Manager	61	2
0166	----	6	NE	Mail Clerk	55	2
6117	359	8	NE	Maintenance Tech. I	Union-E	6
6112	344	8	NE	Maintenance Worker	Union-E	6
0614	----	2	E	Management Analyst	58	2
4315	----	3	E	Manager of Energy Market Operations	91	2
1323	325	7	NE	Mechanic (CyRide)	Union-E	4

<u>CODE</u>	<u>HTE</u>	<u>EEO</u>	<u>FLSA</u>	<u>CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>PAGE</u>
1322	322	8	NE	Mechanic Assistant	Union-E	4
1322	323	8	NE	Mechanic Assistant (CyRide)	Union-E	4
0608	----	3	E	Media Production Services Coordinator	58	2
2230	----	4	E	Mental Health Advocate	59	2
0141	300	6	NE	Meter Reader	Union-E	4
1122	----	1	E	Municipal Engineer	63	2
0224	----	2	E	Network Administrator	60	2
0214	----	3	NE	Network Technician I	57	2
0216	----	3	NE	Network Technician II	58	2
9405	999	6	NE	Office Worker	Temporary	1
0117	----	6	NE	Paralegal	58	2
2231	----	6	E	Parking Enforcement Coordinator	58	2
3213	----	1	E	Parks and Facilities Superintendent	62	2
3210	----	5	E	Parks and Facilities Supervisor	59	2
6114	348	8	NE	Parks Maintenance Specialist	Union-E	4
0134	----	6	NE	Payroll Coordinator	58	2
1212	----	2	E	Planner	60	2
1230	----	5	E	Plans Examiner	59	2
5411	342	7	NE	Plant Maintenance Operator	Union-E	4
5111	329	7	NE	Plant Maintenance Specialist	Union-E	4
1222	310	1	NE	Plumbing Inspector	Union-E	4
2222	----	2	E	Police Lieutenant	62	2
2226	----	1	E	Police Major	63	2
2216	410	4	NE	Police Officer	Union-F	7
2208	404	6	NE	Police Records Clerk	Union-F	7
2205	----	6	E	Police Records Supervisor	59	2
2221	----	3	E	Police Sergeant	61	2
2225	----	2	E	Police Support Services Manager	63	2
4112	704	8	NE	Power Plant Auxiliary Operator	Union-I	10
4323	----	2	E	Power Plant Engineer	90	2
4113	706	7	NE	Power Plant Fireworker	Union-I	10
4122	714	7	NE	Power Plant Maintenance Foreman	Union-I	11
4125	718	7	NE	Power Plant Maintenance Mechanic	Union-I	11
4124	716	8	NE	Power Plant Maintenance Worker	Union-I	11
4132	----	1	E	Power Plant Manager	92	2
4114	708	7	NE	Power Plant Operator	Union-I	10
0113	----	6	NE	Principal Clerk	56	2
0163	----	7	NE	Printing and Graphics Services Specialist	58	2
5412	343	8	NE	Process Maintenance Worker	Union-E	6
0175	----	5	NE	Procurement Specialist I	57	2
0172	----	5	NE	Procurement Specialist II	59	2
2228	----	6	NE	Property/Evidence Technician	56	2
2228	----	6	NE	Property/Evidence Technician	Temporary	1
2202	406	6	NE	Public Safety Dispatcher	Union-F	7
2201	416	6	NE	Public Safety Lead Dispatcher	Union-F	7
2204	----	6	NE	Public Safety Quality Assurance Coordinator	Temporary	1
0714	----	6	E	Public Works Management Analyst	58	2
6230	----	1	E	Public Works Operations Manager	62	2
6231	----	3	E	Public Works Operations Supervisor	61	2
0169	----	6	NE	Purchasing Clerk	56	2
0173	----	2	E	Purchasing Manager	62	2
0711	602	6	NE	Records and Materials Specialist	Union-H	9
9500	----	6	E	Records Manager/City Clerk	61	2

<u>CODE</u>	<u>HTE</u>	<u>EEO</u>	<u>FLSA</u>	<u>CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>PAGE</u>
3217	----	5	NE	Recreation Coordinator	56	2
3201	----	5	E	Recreation Manager	59	2
3214	----	1	E	Recreation Superintendent	62	2
0911	----	1	NE	Residential Appraiser I	57	2
0912	----	1	NE	Residential Appraiser II	59	2
5222	----	2	E	Resource Recovery Asst. Superintendent	61	2
6154	372	7	NE	Resource Recovery Equipment Operator	Union-E	4
5220	339	7	NE	Resource Recovery Lead Operator	Union-E	4
5221	340	7	NE	Resource Recovery Maint. Operator	Union-E	4
6119	724	8	NE	Resource Recovery Maint. Tech. I	Union-E	6
6120	726	8	NE	Resource Recovery Maint. Tech. II	Union-E	6
5223	----	1	E	Resource Recovery Superintendent	62	2
0610	----	1	E	Risk Manager	61	2
9392	----	8	NE	School Crossing Guard	Temporary	1
3200	----	8	NE	Seasonal Parks and Recreation	Temporary	1
0121	----	6	NE	Secretary I	57	2
0122	----	6	NE	Secretary II	58	2
0112	----	6	NE	Senior Clerk	55	2
1112	----	3	NE	Senior Engineering Technician	59	2
6152	354	7	NE	Senior Heavy Equipment Operator	Union-E	4
6113	346	8	NE	Senior Maintenance Worker	Union-E	4
0142	302	6	NE	Senior Meter Reader	Union-E	4
1319	364	8	NE	Service Worker	Union-E	5
2113	----	4	E	Shift Commander	62*	2
0171	600	6	NE	Storekeeper	Union-H	9
1126	----	3	E	Stormwater Resource Analyst	59	2
1123	----	2	E	Stormwater Specialist	59	2
6211	----	7	NE	Streets Maintenance Foreman	59	2
6115	351	7	NE	Streets Maintenance Lead Worker	Union-E	6
6213	----	3	E	Streets Operations Supervisor	61	2
4218	616	7	NE	Substation Electrician	Union-H	9
4209	604	8	NE	Substation Electrician Assistant	Union-H	9
6126	626	7	NE	Substation Crew Leader	Union-H	9
0616	----	1	E	Sustainability Coordinator	60	2
0221	----	2	E	Systems Analyst	60	2
9407	----	3	NE	Technical Assistant	Temporary	1
4232	----	3	E	Technical Services Supervisor	90	2
9450	----	1	E	Temporary Manager	Temporary	1
1133	----	2	E	Traffic Engineer I	61	2
1136	----	2	E	Traffic Engineer II	62	2
1131	308	3	NE	Traffic Signal Technician	Union-E	6
1134	309	3	NE	Traffic Signal Technician Lead Worker	Union-E	6
1132	----	3	E	Traffic Supervisor	61	2
1137	358	7	NE	Traffic Technician	Union-E	6
1139	361	7	NE	Traffic Technician II	Union-E	6
1141	363	7	NE	Traffic Technician III	Union-E	6
1306	----	2	E	Transit Chief Safety Officer	60	2
1313	----	6	NE	Transit Dispatcher	57	2
1311	316	8	NE	Transit Driver	Union-E	4
1311	----	8	NE	Transit Driver (< 20 hrs/week)	Temporary	1
1310	----	5	E	Transit Maintenance Coordinator	60	2
1314	----	5	E	Transit Operations Manager	60	2
1312	----	2	E	Transit Operations Supervisor	61	2

<u>CODE</u>	<u>HTE</u>	<u>EEO</u>	<u>FLSA</u>	<u>CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>PAGE</u>
1305	----	2	E	Transit Planner/EEO Officer	60	2
1316	----	5	E	Transit Scheduler/Admin Analyst	60	2
1309	----	3	NE	Transit Technology Coordinator	59	2
1320	----	5	E	Transit Trainer	59	2
1129	----	2	E	Transportation Planner	60	2
6110	344	8	NE	Treatment Plant Maintenance Worker	Union-E	6
6151	352	8	NE	Truck Driver	Union-E	4
4212	610	8	NE	Truck Driver/Groundswoker	Union-H	9
3216	----	5	E	Turf Maintenance Supervisor	59	2
9403	999	8	NE	Unclassified Labor	Temporary	1
9404	999	8	NE	Unclassified Skilled Laborer	Temporary	1
4210	606	7	NE	Underground Electric Serviceworker	Union-H	9
0310	----	2	E	Utility Accounts Supervisor	61	2
0135	----	6	NE	Utility Accounts Technician	57	2
0136	----	6	NE	Utility Customer Services Clerk	56	2
4320	----	2	E	Utility Engineer	90	2
5121	----	7	NE	Utility Maintenance Foreman	59	2
5141	336	3	NE	Water & PC Laboratory Analyst	Union-E	4
5143	----	1	E	Water & PC Laboratory Supervisor	60	2
5143	----	1	E	Water & PC Laboratory Supervisor	60	2
5140	334	3	NE	Water & PC Laboratory Technician	Union-E	4
6117	359	8	NE	Water & PC Maintenance Technician I	Union-E	6
6118	360	8	NE	Water & PC Maintenance Technician II	Union-E	6
5132	----	3	E	Water Meter Supervisor	60	2
5131	332	8	NE	Water Meter Technician	Union-E	4
5114	----	2	E	Water Plant Assistant Superintendent	61	2
5112	328	7	NE	Water Plant Operator	Union-E	4
5113	----	1	E	Water Plant Superintendent	62	2
5130	330	8	NE	Water Utility Locator	Union-E	4
5142	----	3	NE	Water/Wastewater Laboratory Aide	Temporary	1
3208	----	5	E	Wellness Program Manager	59	2
5304	----	3	NE	WPC Control Systems Specialist	60	2
5215	----	2	E	WPC Plant Assistant Superintendent	61	2
5213	338	7	NE	WPC Plant Operator	Union-E	4
5214	----	1	E	WPC Plant Superintendent	62	2

ITEM #: 21
DATE: 06-25-24
DEPT: HR

COUNCIL ACTION FORM

SUBJECT: SAFETY SERVICES CONTRACT FOR FY 2024/25

BACKGROUND:

The City has contracted with the Iowa Association of Municipal Utilities (IAMU) for over 15 years to provide safety training and OSHA compliance support to City staff. IAMU provides training regarding topics of importance to all City staff and provides specialized training for the unique activities undertaken by staff in different departments. In addition, IAMU provides safety program review, accident investigation support, and undertakes special projects at the request of division leaders and the Risk Manager. IAMU has been very receptive of continuing improvements to the Safety Services program as requested by the City's Risk Manager. IAMU continues to improve its services to the City in line with the City's organizational values and works closely with the Risk Manager to ensure that the City's needs are being met.

The City's current contract with IAMU is expiring June 30, 2024. The expiring contract is for an amount not to exceed \$138,600. IAMU has provided a renewal quote of \$142,750 for FY 2024/25, which is a 3% increase. IAMU has not requested an increase in fees since 2022. The FY 2024/25 adopted budget contains \$142,758 for safety services.

ALTERNATIVES:

1. Approve renewal of an agreement for safety services with IAMU for an amount not to exceed \$142,750 for July 1, 2024, through June 30, 2025.
2. Do not approve an agreement with IAMU, and direct City staff to find alternatives to provide safety training services.

CITY MANAGER'S RECOMMENDED ACTION:

IAMU continues to provide quality safety training and services to the City. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[2008-2024 Agreement FY 2024-2025 Ames.doc](#)
[SOW IAMU 2024-2025.doc](#)

**CONTRACT FOR
PROFESSIONAL SERVICES FOR SAFETY AND TRAINING
FOR CITY OF AMES**

THIS AGREEMENT, made and entered into effective the 1st day of July, 2024, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and the Iowa Association of Municipal Utilities (IAMU) (a not-for-profit organization to support municipal utilities in Iowa, organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

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

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

**I
PURPOSE**

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

**II
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Work, and Professional Services for safety related services for City of Ames attached hereto as Exhibit A. This contract only deals with the services provided by the IAMU's Safety Services Department and not with any other services from other departments within the IAMU association.

The City, without invalidating the Agreement, may direct changes in the project, within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon, provided that a written amendment is mutually executed as set forth in Section III herein.

The Provider shall designate an employee to be responsible for communicating with the City's Risk Manager about City needs, special issues and to provide a quality control role among the department trainers. Provider shall assign a primary trainer for each department, and the list of those trainers shall be provided to the Risk Manager. Those primary trainers shall provide significantly all training for the assigned departments, except where necessary due to absence or lack of expertise. When it is necessary to utilize a trainer other than the assigned primary trainer for a department, Provider shall notify the affected Department contact and the Risk Manager as soon as reasonably possible. When necessary, to assign an alternative trainer with advance notice the Risk Manager shall have the opportunity to approve the alternative trainer.

Provider shall make available all employees who shall provide direct training services to City employees under this Agreement to attend an overview of the City's Excellence Through People values philosophy in order to better prepare Provider's trainers to communicate and train within the City's adopted values. The City and Provider will coordinate schedules to arrange this overview for all Employees as soon as reasonably possible after the execution of this Agreement.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City.

III METHOD OF PAYMENT

- A. Payments shall be made by the City of Ames in accordance with the Scope of Work, outlined in the attached Exhibit A.
- B. Work performed in addition to the Scope of Work outlined in Exhibit A shall be invoiced at the following rates:

Instructor, consulting and process consultant: of \$115 hr.
Intern consultant: \$37/hr.
Miscellaneous supplies: reimbursed at cost

The maximum total amount payable by the City of Ames under this Agreement is \$142,750.00 and no greater amount shall be paid without written amendment.

- C. Payment will be made monthly upon completion of the work and acceptance by the City of Ames. Provider shall submit a monthly invoice upon completion of the work. The invoice shall include a narrative of the work performed during the previous month and the planned work for the upcoming month. Invoices referencing the assigned purchase order number shall be sent to the following address:

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

IV FINANCIAL ACCOUNTING AND ADMINISTRATION

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

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

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

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

V INSURANCE

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager, who is the sole Owner's Representative.

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

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

E. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

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

VI PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

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

**VII
TERMINATION**

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to the effective date of termination.

**VIII
INDEPENDENT CONTRACTOR STATUS**

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

**IX
LAWS**

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

**X
ASSIGNMENT**

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

**XI
AFFIRMATIVE ACTION**

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

**XII
DURATION**

This Agreement shall be in full force and effect from and after from July 1, 2024, through June 30, 2025, or, until terminated by the City of Ames, Iowa.

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

CITY OF AMES, IOWA

Iowa Association of Municipal Utilities

By: _____
John Haila, Mayor

By: _____
Troy DeJoode, Executive Director

Attest by: _____
Diane R. Voss, City Clerk

Doc: U/ 2008-2024 FY 2024/2025 IAMU

EXHIBIT A

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

1. GENERAL

1.1 General Description:

- 1.1.1 The Iowa Association of Municipal Utilities (IAMU, contractor) shall provide professional services for program development and safety and procedure training and consultation for City of Ames. IAMU shall provide all components necessary to complete the work except as specified herein.
- 1.1.2 The objective of this contract is to improve the operating departments of the City to meet or exceed OSHA compliance requirements, reduce incidents and to provide training and consultation to employees in the respective departments, divisions, and work groups.
 - 1.1.2.1 Operating departments include Electric Services, Water & Pollution Control, Parks & Recreation, CyRide, Public Works, and City Hall.
 - 1.1.2.2 Each operating department includes multiple divisions or work groups.
- 1.1.3 IAMU will attend monthly safety team meetings at each designated department/division/work group. The purpose of IAMU in attending these meetings is to help facilitate discussion, research safety inquiries, and provide expertise and recommendations to safety procedures. If IAMU is unable to attend due to unforeseen circumstances, the meeting, at the City's discretion, will be rescheduled or cancelled.
- 1.1.4 IAMU will provide professional guidance on safety related goals.
- 1.1.5 IAMU will provide incident investigations as requested after employee incidents.

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

1.1.6.1 IAMU may provide additional safety-related services to various City departments during the contract period. However, no resources identified for this OSHA Program Requirements Program Development and Safety and Procedure Training shall be used to provide services not included in this contract.

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

1.2 Term of Contract:

1.2.1 Services shall be provided from July 1, 2024, through June 30, 2025, unless cancelled per 1.2.2.

1.2.2 The City's Risk Manager may terminate the entire Agreement prior to June 30, 2025, by giving written notice to IAMU at least 60 days before the effective date of such termination.

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

1.3 Owner:

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

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

1.4 The City of Ames will provide:

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

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

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

- 1.4.4 Reproduction and printing services for classroom training activities and program reports.
- 1.5 All models, materials, programs, documentation, copyrightable work, discoveries, inventions, improvements, or other components or deliverables provided and/or developed by IAMU, resulting from the performance of IAMU's responsibilities and obligations pursuant to the Work are the property of the City of Ames. City of Ames agrees not to redistribute copyrighted model plans obtained in this agreement for other than City use.
 - 1.5.1 Contractor does hereby sell, assign, and transfer to the City the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work.
 - 1.5.2 Contractor agrees to provide whatever assistance is necessary for the City to preserve its interests under this provision.
 - 1.5.3 This provision shall survive expiration and termination of this Agreement.
- 1.6 Documents and reports furnished in electronic format shall be provided in format acceptable for future City of Ames use.

2. CONTRACTOR QUALIFICATIONS AND PROJECT TEAM

- 2.1 The contractor's personnel and management providing services under this contract shall be knowledgeable, trained, and certified or credentialed in their respective areas of expertise. The City reserves the right to perform investigations and monitor training presentations as may be deemed necessary to insure that competent persons will deploy continuous efforts to improve the quality of training presentations and safety consulting when performing the work.
- 2.2 Each IAMU staff person assigned to the Work shall all have a proven record of having successfully provided safety program development and training services similar in size and scope to those to be provided under this contract.
- 2.3 IAMU shall designate one representative to work on-site.
- 2.4 IAMU shall designate one supervisor/manager for the project.
- 2.5 IAMU shall provide additional qualified and competent staff as necessary to complete the work.
- 2.6 IAMU proposed staff assignments shall be approved by the Owner's representative prior to the monthly training. It is understood by the parties that based on unforeseen circumstances; the assignments may be changed.

- 2.7 IAMU employees shall be dismissed from the project by the Contractor when so requested by the City, and such persons shall be prohibited from returning to the project without the written consent of the City.
- 2.8 IAMU shall be responsible for the acts and omissions of all IAMU employees and all subcontractors, their employees, agents and agent's employees, and all other persons providing services under agreement with IAMU.

3. PROGRAM DEVELOPMENT

- 3.1 IAMU will develop new programs and review and update existing programs in City departments and divisions in order to ensure compliance with OSHA program requirements.
- 3.2 IAMU will establish or review and update written OSHA programs for City departments and divisions.
- 3.3 IAMU will establish or review and update safety processes that support and build the safety programs in City departments and divisions and will include City-specific examples and/or photographs in the delivery of training sessions.
- 3.4 IAMU will establish written OSHA safety programs and processes for City locations, including but not limited to City Hall, where multiple departments and divisions are located.
- 3.5 IAMU will formally solicit employee involvement and input in programs and processes to insure employee buy-in and to allow future updates to be made by City employees or others. This to be achieved by attending monthly safety committee meetings and/or direct contact within the departments.
- 3.6 IAMU will perform work on the following OSHA programs:
 - 3.6.1 Continue the re-evaluate program risk assessment of Hot Works program, Hearing program and Noise Survey, and the Personal Protection program. Then make appropriate changes or recommendations to the program.
 - 3.6.2 Perform a detailed audit and report for each department and then follow up with results and assistance to correct findings.
 - 3.6.3 Continue the re-evaluate program risk assessment of Job Safety Analysis and Personal Protective equipment. Then make appropriate changes or recommendations to the program.
 - 3.6.4 Continue to evaluate the status of electrical panels for general compliance, and with arc flash rating regulations.

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

4. SAFETY CONSULTATION AND PROCEDURE TRAINING

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

4.10.2.2 Time of day and duration/length of class.

4.10.2.3 Instructor name.

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

4.10.2.5 Description/topic of class.

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

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

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

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

5. PROGRESS AND STATUS REPORTING

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

6. INVOICING AND PAYMENT

6.1 This Agreement shall be on a Not To Exceed contract basis of \$142,750, or an estimated monthly amount of \$11,895.83.

6.2 An invoice representing the Agreement's "progress billing", in the estimated amount of \$11,895.83 shall be submitted by the 25th of each month for work performed the previous month.

6.3 The invoice shall be accompanied by the following:

6.3.1 a narrative of the work performed during the previous month,

6.3.2 the planned work for the upcoming month.

- 6.4 Any work performed outside the scope of the Agreement will be agreed to in advance by IAMU and the City, billable at rates as stated in the Agreement.
- 6.5 For work performed outside the scope of the Agreement, the invoice shall provide the following detail.
 - 6.5.1 Date(s) work performed.
 - 6.5.2 Time of day worked on each day including start time and completion time.
 - 6.5.3 IAMU staff person name and work rate classification.
 - 6.5.4 Department, division, work group name for which services were provided.
 - 6.5.5 Description of work performed or service provided including program name.
 - 6.5.6 City of Ames staff person designated as point of contact for the service.

Doc SOW IAMU 2024-2025
Rev. 3/13/24

ITEM #: 22
 DATE: 06-25-24
 DEPT: HR

COUNCIL ACTION FORM

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

BACKGROUND:

The City's annual membership in the Iowa Community Assurances Pool (ICAP) expires on June 30, 2024. **The City has been a member of ICAP since July 1, 2004, and secures its casualty and liability coverages through this membership.** ICAP provides similar protection to approximately 300 cities, 70 counties, 50 fair boards, and over 250 other public entities. ICAP is a member-owned and funded group insurance pool for Iowa public entities.

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

Membership in the ICAP pool is a long-term commitment based on the fundamentals of rate stability, availability of coverages meeting the City's needs, and the quality of services (underwriting, loss control, and claims handling). Below is a summary table of current fees and ICAP's quote for these same services for FY 2024/25.

Type of Coverage and Coverage	FY 2023/24	FY 2024/25
Amount	Current	Quote
General Liability (\$2,000,000)	\$234,109	\$252,838
Bond, incl. fee	4,683	4,683
Automobile (\$2,000,000)	246,041	258,342
Public Officials (\$2,000,000)	56,349	66,918
Law Enforcement (\$2,000,000)	42,363	45,976
Bookmobile Damage (\$261,300)	821	1,232
Excess Liability (\$13,000,000)	163,659	171,843
Total Invoice Cost	\$748,025	\$801,832

The FY 2024/25 Total Invoice Cost of \$801,832 is an increase of 7.2% from the Total Invoice Cost for FY 2023/24. The FY 2024/25 Budget includes funding in the amount of \$842,874 for liability coverage, which is sufficient to cover the quoted cost of coverage with ICAP.

ALTERNATIVES:

1. Accept the quote for renewal of the City's membership in the Iowa Communities Assurance Pool (ICAP), with the cost not to exceed \$801,832 for the coverages indicated above.
2. Direct staff to seek other alternatives for casualty and liability insurance

CITY MANAGER'S RECOMMENDED ACTION:

The City's membership in ICAP continues to result in receiving excellent casualty and liability coverages and associated services at a competitive price. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ITEM #: 23
 DATE: 06-25-24
 DEPT: HR

COUNCIL ACTION FORM

SUBJECT: EXCESS WORKERS' COMPENSATION INSURANCE RENEWAL

BACKGROUND:

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

The current excess coverage, which is provided by Midwest Employers Casualty Company (MWECC), will expire on June 30, 2024. Together, the individual claim and aggregate layer coverages protect the City against unlimited financial exposure for both large individual claims and catastrophic events where there are multiple injuries. Excess Workers Compensation rates are typically affected by past claims experience and national trends of overall claims experience and medical cost inflation.

The City's current policy includes a per-claim threshold of \$750,000. The per-claim threshold is the amount an individual claim must exceed before the excess insurance provides coverage. All individual claims below the per-claim threshold are paid entirely by the City in a self-insured manner.

Last year, Holmes Murphy was able to negotiate a two-year premium that covered FY 2023/24 and FY 2024/25. In accepting this quote last year, the City guaranteed that its premium would not increase for this fiscal year.

A detailed outline of the current coverage and the quoted coverage from MWECC for next fiscal year(s) follows below:

	FY 2022/23	FY 2023/24	FY 2024/25
Plan Feature	Self-insured and insured amounts	Self-insured and insured amounts	Self-insured and insured amounts
Per claim self-insured threshold	\$750,000	\$750,000	\$750,000
Per claim self-insured threshold for Electric, Police, and Firefighters	\$750,000	\$750,000	\$750,000
Aggregate Layer	\$2,915,677	\$5,172,149	\$5,172,149
PREMIUM COST	\$135,175	\$144,014	\$144,014

The City's budget for FY 2024/25 includes \$144,014 in funding for this coverage. The budget is based

on the City's having accepted the proposed two-year guaranteed premium for FY 2023/24 and FY 2024/25. The actual amount billed will be based on reconciliation audits reflecting the City's actual employment numbers across various employee classifications throughout the year.

ALTERNATIVES:

1. Accept the second-year guaranteed premium from Holmes Murphy & Associates, for FY 2024/25 coverage with Midwest Employers Casualty Company, at a renewal premium of \$144,014.
2. Reject the quote and direct staff to search for other alternatives.
3. Decline to purchase Excess Workers Compensation Insurance and self-insure 100% of all employee injury claims that are incurred.

CITY MANAGER'S RECOMMENDED ACTION:

Midwest Employers Casualty Company provided a guaranteed rate for FY 2024/25. This enabled the City to control its excess workers' compensation coverage for FY 2024/25. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

ATTACHMENT(S):

[City of Ames - 7.01.24 Invoice.pdf](#)



ACH Payment to Holmes Murphy & Associates LLC Fiduciary Premium Trust Account
 Account #088560
 Routing #073000642
 Bank: Bankers Trust
 Please List Invoice #(s) in Memo/Reference Line

Check Payment Remit to:
Holmes Murphy
 PO Box 8364
 Des Moines, IA 50301
 (800) 247.7756
 Please List Invoice #(s) in memo/support

Payments not specifying invoice numbers will be applied to your account at our discretion.

Payment Due
Upon Receipt

----- INVOICE -----

City of Ames
 515 Clark Avenue
 Ames, IA 50010

Invoice Date 06/03/24
Invoice No. 772822
Bill-To Code CITAMEPC
Client Code CITAMEPC
Inv Order No. 111*821468

Named Insured: City of Ames

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Holmes Murphy & Associates LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/24	07/01/23 to 07/01/25	Midwest Employers Casualty Policy No. EWC009014 INS - C-Workers Compensation 2nd Installment	144,014.00
		Invoice Number: 772822 Amount Due:	144,014.00

***Premiums Due and Payable on Effective Date**

ITEM #: 24
DATE: 06-25-24
DEPT: HR

COUNCIL ACTION FORM

SUBJECT: **LIABILITY BROKERAGE AGREEMENT FOR FY 2024/25**

BACKGROUND:

The City utilizes the services of a broker to procure liability coverage. This year, City staff issued an RFP for liability insurance brokerage services for a three-year initial term with two additional one-year options possible upon the agreement of both parties. A team of City staff evaluated the proposals based on thoroughness of the response, demonstration of successful prior performance, organization and management practices, adequacy and breadth of services available, history of collaboration with insurance markets to create innovative coverage solutions, and cost.

Proposals were received from two firms: Knapp Tedesco and Willis Towers Watson. **Following a review according to the RFP criteria, Knapp Tedesco was the unanimous choice to provide liability insurance brokerage services for the City.** Under Knapp Tedesco's guidance, the City's insurance program has been taken to market three times. Each time this effort has resulted in better renewal quotes from the incumbent liability insurance provider. Additionally, Knapp-Tedesco has provided valuable coverage analysis and guidance regarding receiving improved service from the City's insurance providers. The City seeks Knapp Tedesco's advice on a regular basis regarding insurance coverage strategies.

Knapp Tedesco's proposal for the year one (July 1, 2024 through June 30, 2025) is \$28,000. The fee increases to \$29,000 in year two and \$30,000 in year three. The adopted FY 2024/25 budget contains \$40,000 for liability insurance professional services.

ALTERNATIVES:

1. Approve the liability brokerage agreement with Knapp Tedesco in the amount of \$28,000 for the period of July 1, 2024 through June 30, 2025.
2. Approve the liability brokerage agreement with Willis Towers Watson.

CITY MANAGER'S RECOMMENDED ACTION:

Knapp Tedesco continues to provide excellent service to the City by working closely with the City's liability insurer to ensure that the City realizes the best renewal rates possible. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

ATTACHMENT(S):

[CONTRACT FOR CITY OF AMES \(2\).docx](#)

CONTRACT FOR
INSURANCE BROKER SERVICES FOR LIABILITY INSURANCE FOR
City of Ames

THIS AGREEMENT, made and entered into effective the 1st day of June 2024, by and between the City Of Ames, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and AssuredPartners (dba Knapp Tedesco Insurance), Ames, Iowa hereinafter called "Provider" or "Knapp Tedesco");

WITNESSETH THAT:

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

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

I
PURPOSE

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

II
SCOPE OF SERVICES

Provider shall provide the services set out in the City of Ames, Iowa, Request for Qualifications #2024-143 for Insurance Broker Services for Liability Insurance dated April 1, 2024, attached hereto as Exhibit A.

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

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

III
METHOD OF PAYMENT

A. Payments shall be made by the City of Ames. The maximum total amount payable by the City of Ames under this Agreement is \$87,000 and no greater amount shall be paid without written amendment.

B. Payment will be made monthly. Provider shall submit an invoice: (FY 2024-25: \$28,000; FY 2025-26: \$29,000; FY 2026-27: \$30,000). The invoice shall include an itemization of the work for which payment is claimed. Invoices referencing the assigned purchase order number shall be sent to the following address:

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

IV
FINANCIAL ACCOUNTING AND ADMINISTRATION

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

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

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

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

V
INSURANCE

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

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

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

E. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

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

VI
PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

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

VII
TERMINATION

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least ninety (90) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to notice of termination.

VIII
INDEPENDENT CONTRACTOR STATUS

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

IX
LAWS

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

X
ASSIGNMENT

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

XI
AFFIRMATIVE ACTION

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

XII
DURATION

This Agreement shall be in full force and effect from and after June 1, 2024 until June 1, 2027, or, until terminated by the City of Ames, Iowa. The contract shall be renewed based on a mutual agreement on an annual basis thereafter for no more than two (2) additional one year terms, for a maximum total contract term of five (5) years.

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

CITY OF AMES, IOWA

ASSURED PARTNERS
dba KNAPP TEDESCO INSURANCE

By: _____
John A. Haila, Mayor

By: _____
Steve D. Goodhue, President

Attest by: _____
Renee Hall, City Clerk

EXHIBIT A
ASSURED PARTNERS dba KNAPP TEDESCO INSURANCE
SCOPE OF SERVICES
INSURANCE BROKER SERVICES FOR LIABILITY INSURANCE

The selected broker shall provide, at a minimum, professional services and dedicated personnel necessary to perform the following:

Identify a staff member in a local, regional or national office with liability risk and insurance experience whose function is to provide program structure, design, finance, coverage and/or loss control and marketing support and as a dedicated resource to the local servicing team that will be handling the City's account.

Prepare specifications, account marketing strategies and Requests for Proposals for successfully approaching insurance markets that are a good fit within the design or redesign of the City's liability risk management program.

When so authorized by City representatives by means of a "Broker of Record Letter", approach appropriate markets on behalf of the City to design placement structure and obtain pricing with respect to the program adopted by the City.

Negotiate on the City's behalf the details of insurance contracts with selected carriers, including but not limited to such items as terms, conditions, support services, standard and manuscript coverage forms, limits, deductibles, multi-carrier coverage shares, joint loss agreements, insured values, loss control and other element coverage forms.

Audit resulting policies and rates for accuracy of coverage, premiums, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the City.

Present for City consideration, in a timely manner, an evaluation of the renewal quote from ICAP with recommendations.

Prepare insurance certificates and endorsements as requested by the City or its suppliers, contractors, or vendors.

Provide advice and assistance to City staff in dealing with underwriters, loss control or other insurer representatives regarding coverage, claims or loss control techniques.

Provide an annual stewardship report covering the City's liability risk management program, with interim updates acceptable to the City's Risk Manager, to facilitate discussions, action items and accomplishment of goals and objectives, as well as other written reports and recommendations as is customarily expected from a professional insurance broker.

Provide assistance as needed in obtaining insurers' premium allocation information, as requested, so that premium costs may be properly charged back to appropriate departments.

Provide an evaluation and make recommendations with regards to the City's safety and loss control training. Make recommendations on other risk management/loss control program enhancements.

As required, attend meetings and conferences in representing the city with its insurance program.

The Provider will provide adequate updates to the progress of the schedule established under Section 2.7/2.8 – Program and Scope of Services.

ITEM #: 25
 DATE: 06-25-24
 DEPT: HR

COUNCIL ACTION FORM

SUBJECT: **CONTRACT RENEWAL FOR WORKERS' COMPENSATION AND MUNICIPAL FIRE AND POLICE SYSTEM MEDICAL CLAIMS ADMINISTRATION**

BACKGROUND:

The City contracts with EMC Risk Services, LLC, of Des Moines, Iowa, to provide third party administration of workers' compensation and Municipal Fire and Police "411 System" injury medical claims. The City's current contract with EMC for these services will expire July 31, 2024. EMC has provided a renewal contract for the same services for the period from August 1, 2024 to July 31, 2025.

Services provided by EMC in this contract include workers' compensation claims administration for all City employees, medical bill review, self-insured loss fund management, and pharmacy and medical expense consultation. EMC also performs regulatory filings and maintains an online claims database accessible to City staff. Additionally, EMC collects for medical bill review and savings identified through that process. The fees, along with actual claims expenses are charged to individual departments.

The table below compares the current FY 2023/24 fees to the proposed FY 2024/25 fees. There are slight increases for medical claim set up and lost time claim set up. The other services remain at the current prices.

Fee Component	Fee Components		Change
	FY 2023/24	Fee Components FY 2024/25	
Claim Set Up, Incident Only	\$35 per claim	\$35 per claim	0%
Claim Set Up, Medical Only	\$240 per claim	\$254 per claim	5%
Claim Set Up, Lost Time	\$1,122 per claim	\$1,142 per claim	2%
	\$9.50/claim	\$9.50/claim	0%
Medical Bill Review Fees Reimbursement	30% of Savings	30% of Savings	0%
	\$10,000/bill cap	\$10,000/bill cap	0%

The actual costs incurred under this contract vary depending on the number and nature of claims. The expenses under the current agreement total \$22,827 to-date, while the claims under the contract in the prior year totaled \$20,168. The FY 2024/25 budget contains \$55,000 for these services.

ALTERNATIVES:

1. Approve the contract renewal with EMC Risk Services, LLC, of Des Moines Iowa, to provide third party administration of the City’s worker’s compensation and municipal fire and police “411 System” claims for August 1, 2024 through July 31, 2025.
2. Reject the EMC renewal option and direct City staff to seek other claims administration alternatives.

CITY MANAGER'S RECOMMENDED ACTION:

EMC Risk Services, LLC, has been an effective provider of professionally administered workers’ compensation claims and associated services. Its staff has been responsive and sensitive to the needs of City employees in managing their injury and disability claims. The online claims system makes cost and other data accessible to City staff and provides a frequently utilized tool for analyzing injury types and safety program effectiveness. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[2024-2025 City of Ames Claims Handling Proposal.pdf](#)



June 4, 2024

EXHIBIT C
SERVICE FEE SCHEDULE 2024-2025
Workers Compensation –City of Ames

Claim Fees

Claim Fees shall be effective as of the Effective Date, 8-1-24, or upon the agreed established date.

PRICING REVISIONS PER RENEWAL

City of Ames agrees to pay ERS the following fees:

Workers Compensation Claims:

Incident Only	\$35 per report
Medical Only	\$254.00
Indemnity	\$1142.00
Medical Case Management	\$115.00 /hour
	\$.56 /mile + reasonable expenses
Legal Nurse Review	\$128.00 /hour

Medical Bill Review and Pharmacy Benefit Management:

PPO Network Utilization and audit of all bills by nurses in our Medical Cost Review Unit for optimal savings and network reductions on every medical bill. Also, the Pharmacy Benefit Management network provides both savings and clinical management of prescription drug costs for your injured workers.

Per bill fee	9.50
Bill Review	30% of savings
PPO	30% of savings - Capped at \$10,000



Miscellaneous Fees:

On-line Claim Reporting/Administration (includes banking, accounting and fund management)

Annual Administration/Reporting: \$5200.00
Additional users: \$ 300.00

Our Risk Management focused claims system will offer additional programming modules, loss reporting, and dashboards which will be available as requested by the City and as agreed upon as shared expenses.

\$ 220/hour - programming fee

Risk Improvement \$ 220.00 /hour

Subrogation: 18% of recovery

Approved on _____ by:

EMC Risk Services, LLC

By: Barbara A. Sullivan, CPCU
President and Chief Operating Officer
EMC Risk Services, LLC

City of Ames, Iowa

By: _____

ITEM #: 26
DATE: 06-25-24
DEPT: HR

COUNCIL ACTION FORM

SUBJECT: **FY 2024/25 PROPERTY BROKERAGE AGREEMENT**

BACKGROUND:

The City utilizes the services of a broker to procure property insurance coverage for City facilities. This year, City staff issued an RFP for a three-year Property Insurance Brokerage Services contract. A team of City staff evaluated the proposals based on thoroughness of the response, demonstration of successful prior performance, organization and management practices, adequacy and breadth of services available, history of collaboration with insurance markets to create innovative coverage solutions, and costs.

Proposals were received from two firms: Willis Towers Watson and Jester Insurance Services. **Following a review according to the RFP criteria, Willis Towers Watson (WTW) was City staff's unanimous choice to provide this service.** WTW has been the City's property insurance broker since 2011. Under Willis' guidance, the City's property program has been divided into a municipal property insurance program and a power property program. Last year, City staff instructed WTW to take the City's property insurance to the marketplace. The City seeks Willis' advice on a regular basis regarding risk mitigation efforts, insurance coverage strategies, and in completing claim documentation in the event of losses.

WTW's proposal is to provide this service at \$55,000 annually for the initial term of the agreement. The FY 2024/25 City budget contains \$60,000 for this service. There are two additional one-year renewal options on this contract.

ALTERNATIVES:

1. Approve the property brokerage agreement with WTW in the amount of \$55,000 for July 1, 2024 through June 30, 2025.
2. Approve a property brokerage agreement with Jester Insurance.

CITY MANAGER'S RECOMMENDED ACTION:

Willis has been the City's broker for many years, and they continue to seek out the best rates possible. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

ATTACHMENT(S):

[2024 City of Ames Statement of Work - signed by KM 4-22-24 \(1\).docx](#)



4/22/2024

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

Subject: Statement of Work for Corporate Risk & Broking Services

Dear Bill:

This statement of work (“**SOW**”) will confirm the terms of the engagement of Willis Towers Watson Midwest, Inc. (“**WTW**”, “**we**” or “**us**”) by City of Ames (“**Client**” or “**you**”).

I. Terms and Conditions of SOW:

Client desires to procure and WTW is willing to provide the services listed in Attachment 1 (the “**Services**”). These Services will be provided subject to the Willis Towers Watson Brokerage Terms, Conditions & Disclosures available at: <https://media.wtwco.com/-/media/WTW/Notices/BTCD-CRB-NA-January-2024> (the “**Brokerage Terms**”). Copies of the Brokerage Terms are available upon request.

II. Term and Termination:

The term of this SOW will begin on 7/1/2024 and end on 7/1/2025. Either party may terminate this SOW upon 60 days prior written notice to the other party.

III. Compensation

You agree that our compensation for the Services will be a fee of **\$55,000**, payable by you to us as invoiced. The fee is in addition to the premium you must pay for your policies.

Information regarding other compensation we may receive related to your policies is described in the Brokerage Terms.

If WTW terminates this SOW before the end of the term, WTW will be deemed to have fully earned and be entitled to a pro-rata portion of the fee, calculated from the start of the current annual term through the date of termination. If Client terminates this SOW before the end of any annual term, WTW will be deemed to have fully earned and be entitled to a portion of the fee as set forth in the following schedule:

During the first six months of the current annual term:	75%
After six months of the current annual term:	100%

IV. Additional Terms

If you would like us to vary the Services under this SOW, or to perform additional services that are not included, please advise us. Also, if we believe certain services you have asked us to carry out are not within the defined scope, we will promptly notify you. All out of scope services will be covered under a separate Statement of Work that will specify the additional services that we will perform and the additional compensation that we will receive.

Please have an authorized representative of Client countersign below (and do the same in respect of the enclosed copies, returning a set of countersigned documents to me for our records).

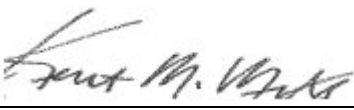


IN WITNESS WHEREOF, the parties have executed this SOW effective as of the 22nd day of April, 2024.

City of Ames

Willis Towers Watson Midwest, Inc.

By: _____

By: 

Title: _____

Title: Vice President

Date: _____

Date: 4-22-24

Attachments: Attachment 1 - Scope of Services



Attachment 1

Scope of Services

Section 1: Policies/Coverages

All Risk Property Coverage (Utilities)
All Risk Property Coverage (Municipalities)
Excess Flood Coverage

Section 2: Account Management Services

A. General Services

- Negotiate and place all coverages at your direction
- Provide ongoing coverage analysis and critique of policy language
- Document coverage notes and, when permitted by the insurer, binders and/or policies
- Administer premium billings
- Conduct premium audits
- Administer surplus lines filings
- Provide market security updates as available
- Issue Certificates of Insurance
- Provide general market intelligence

B. Contractual Liability Services

- Review all contracts as presented by you and advise on insurance requirements relating to such contracts

C. Acquisition & Divestiture Services

- At your request, we will review acquisition and divestiture agreements in relation to insurance and risk management requirements
- Develop summary database of acquisitions & divestitures
- Provide coverage analysis for acquisitions
- Assist in developing historical Coverage Summaries for acquisitions

D. Risk Services – Claim, Risk Control Service and Data Analytics

Claim Reporting

We will report to the carrier on your behalf the following claim types for which we are the broker of record at the time you report the claim to us:

- Property (Municipalities and Utilities)
- Excess Flood

This service includes

- Confirming receipt of reported claim by carrier
- Conducting coverage reviews of all new losses



- Reporting losses on all appropriate policies
- Reporting claims in accordance with any known reporting guidelines for client
- Sending acknowledgment to client confirming new loss report

Claim Advocacy

We will act as your claim advocate for all claims reported to us under policies we placed for those lines of coverage where we are the current broker of record. This will include

- Addressing issues concerning applicable coverage
- Advising client on claims process expectations of carrier, policy coverage
- Assisting client in determining if incident should be reported
- Assisting with the development and maintenance of Special Service Instructions
- Reviewing and assisting with coverage issues/rebuttals
- Reviewing and assisting with response to reservation of rights
- Helping expedite claim handling process
- Providing general claims training telephonically
- Negotiating reserves/settlements/salvage credits
- Analyzing contractual indemnity issues

Risk Control Advocacy

- Hazard Identification & Risk Analysis
- Carrier Compliance
- Construction Safety
- Risk Improvement
- Facility Design
- Fire Protection Engineering

Claim Strategy reviews

Telephonic or onsite reviews to determine appropriateness of claim strategy and course of action retrospectively and prospectively, including preparatory claim selection, organizing appropriate parties and all necessary follow up. Up to **one** in-person claim reviews will be conducted as part of the brokerage relationship inclusive of travel and expense. Additional reviews can be arranged in consultation with the WTW service team.

ITEM #: 27
 DATE: 06-25-24
 DEPT: HR

COUNCIL ACTION FORM

SUBJECT: PROPERTY INSURANCE RENEWAL FOR FY 2024/25

BACKGROUND:

The City contracts with Willis of Greater Kansas, Inc. to provide property insurance brokerage services for the City's property insurance program. Willis has obtained quotes for property insurance coverage for FY 2024/25, and these quotes are now being presented for City Council approval.

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

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

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

QUOTATION SUMMARY:

This year, City staff had property appraisals completed for several City properties. These appraisals increased the values of some municipal properties but ensure that the City has adequate coverage in the event of a loss. As with prior years through Willis, the municipal and flood coverage in the renewal proposal comes from Chubb (municipal property), and RSUI (flood insurance). The account rate for Chubb increased by 3% while the RSUI rate remains unchanged from FY 2023/24. The rise in the premiums is due to updated values for some properties after appraisals were completed.

The quotation details for the municipal portion of the program are as follows:

FY 2024/25 'Municipal' Facilities Renewal (Chubb & RSUI)

Chubb "<u>Municipal</u>" Assets Coverage	<u>FY 2024/25</u>	<u>FY 2023/24</u>	Change
Indexed Insured Values@ Replacement Cost, including CyRide Buses on Premises	\$345,745,037	\$298,840,328	16%
Chubb Rate (<i>premium plus TRIA</i>)	.1061	.1030	3%
Chubb Premium	\$366,822	\$307,823	19%
TRIA coverage (terrorism)	\$19,299	\$17,788	8.5%

Excess Flood \$5M Layer (RSUI) for WPC, CyRide, Furman Aquatic Center	\$111,957	\$91,000	23%
<u>Total Municipal Property Premium</u>	<u>\$498,078</u>	\$416,611	+20%

The municipal property premium is calculated by dividing the indexed insured value by 100, then multiplying the result by the rate. $[(\$345,745,037/100) \times .1061] = \$366,835$ (the quote uses a slightly more precise number for rate, which results in the quote being calculated at \$366,822).

The coverage for the Power facilities remains fixed at \$200,000,000. This amount is the maximum that the City has been able to procure from the market. The Council should note that this is less than the value of all the Power facilities combined, meaning that in the extremely unlikely event that all power assets (including the Power Plant, all substations, the combustion turbines, and the Resource Recovery Plant) were destroyed in a single incident, the City would have to finance the portion of the replacement cost that exceeds the coverage limit.

The premium is based on the total insured value rather than the policy limit, since a higher-valued property has a greater chance of reaching the policy limit compared to a lower valued property. In previous years, City staff used commercial insurance industry standard property value increases annually. This year, an appraisal was conducted, which revealed that the Power Plant had been overvalued by \$196,500,352. By adjusting the value to the appraisal amount, the City will realize a substantial savings for the FY 2024/25 renewal.

FY 2024/25 "Power" Facilities Renewal

	<u>FY 2024/25</u>	<u>FY 2023/24</u>	Change
Indexed Insured Values @ Replacement Cost	\$300,371,536	\$496,871,888	-39%
Coverage Purchased	\$200,000,000	\$200,000,000	--
Account Rate	\$0.158	\$0.160	-0.94
Total Premium	<u>\$496,230</u>	\$825,341	-39.9%

The power property premium is calculated by dividing the indexed insurance value by 100 multiplied by the rate. $[(\$300,371,536/100) \times .158] = \$474,587$ (the quote uses a slightly more precise number for rate, which results in the quote being calculated at \$475,718). Added to the premium is TRIA (terrorism) coverage (\$20,512) for a total of \$496,230.

The combined Power and Municipal premiums result in an overall property insurance program cost decrease of \$247,644 for FY 2024/25. This is a 19.94% decrease compared to the FY 2023/24 premiums. A summary of the combined premium amounts is shown below:

FY 2024/25 Combined Property Renewal

	FY 2024/25	FY 2023/24	Change
Total Power Premium	\$496,230	\$825,341	-39.88%

Total Municipal Property Premium	\$498,078	\$416,611	+20.00%
TOTAL	\$994,308	\$1,241,952	-19.94%

At the time the FY 2024/25 City Budget was prepared, staff had anticipated a property insurance premium increase of up to 30%. Therefore, the adopted FY 2024/25 City budget includes a total of \$1,596,873 for the property program premiums: \$489,270 for Municipal Property premiums and \$1,107,603 for Power facilities premiums.

The renewal quote for FY 2024/25 municipal properties is slightly higher than the budgeted amount due to increased values on properties appraised in 2024. The shortfall will come from the available balance in the Risk Fund.

The Power premium was budgeted to increase from the current year. Due to the rate reduction and the decrease in value, the premium cost is significantly less than the budgeted amount for the Power properties. The budgets of the affected programs will be modified at the next budget amendment to reflect a lower transfer to the Risk Fund to cover the premium.

ALTERNATIVES:

1. Approve the renewal for the property insurance program coverage at the combined quoted premium of \$994,308 for FY 2024/25.
2. Do not approve the renewal of the property insurance program and direct staff to seek additional coverage quotes.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed insurance renewal provides adequate coverage of the City's assets. Although the Municipal premium has increased by 20%, the combined Power and Municipal premiums have decreased by a total of \$247,644 (-19.94). Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

ITEM #: 28
DATE: 06-25-24
DEPT: HR

COUNCIL ACTION FORM

SUBJECT: HEALTH BENEFITS BROKERAGE, CONSULTING AND ACTUARIAL VALUATION SERVICES CONTRACT RENEWAL

BACKGROUND:

The City provides health benefits to full-time and regular part-time employees including medical insurance, dental insurance, life and accidental death/dismemberment (AD&D) insurance, disability insurance, prescription drug coverage, flex spending, an employee wellness plan, and optional vision coverage. The medical and prescription drug plans are administered by Wellmark/Blue Cross of Iowa. The prescription drug plan is administered by a separate pharmacy benefit management vendor, Carelon Rx. The dental and vision plans are administered by Delta Dental of Iowa, and the flex spending plan is administered by TASC. Life/AD&D and disability insurance is provided by National Insurance Services.

The City has three group benefit 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 “non-grandfathered medical plans” under the Patient Protection and Affordable Care Act (ACA). As permitted by the ACA, a non-grandfathered medical plan can make changes to certain aspects of the plan, including employee contributions, as long as they meet the minimum requirement under ACA regulations, such as 100% covered preventive services and not exceeding the maximum out of pocket expenses for extenuating services.

The ACA regulations include significant compliance requirements, and the complexity of analyzing and valuing proposed plan changes is not something City staff is equipped to address without the assistance of contracted, qualified professionals. Along with this type of service, professional assistance is necessary to broker best in class offers for insurance coverage and other benefits, including the continued actuarial valuation services.

On March 9, 2023, the City issued a Request for Proposals (RFPs) for health benefits brokerage, consulting and actuarial valuation services for the self-funded health plan. After an extensive process, the City awarded a one-year contract to Gallagher Benefit Services, Inc., with an option to renew for four additional one-year periods. This contract ends on June 30, 2024. Gallagher Benefit Services, Inc. is willing to provide services to the City for an additional year (FY 2024/25) for the same rate charged in FY 2023/24 (\$54,000). The City has had very good results with managing the health and life/disability insurance programs by partnering with Gallagher.

ALTERNATIVES:

1. Award a one-year renewal to the original contract with Gallagher for health benefits brokerage, consulting, and actuarial valuation services beginning July 1, 2024.
2. Direct staff to conduct a new RFP for these services.

CITY MANAGER'S RECOMMENDED ACTION:

Gallagher has an extensive record of providing benefits brokerage, consulting and actuarial services to city government and public organizations throughout Iowa. Utilizing Gallagher's services will continue to strengthen administration of City self-funded health and life/disability benefits by providing actuarial analysis, evaluating, and supporting compliance, and analyzing cost saving approaches. Renewing this contract will provide the best value to the City by providing independent professional assistance in administering the City's health insurance plan. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

ITEM #: 29
 DATE: 06-25-24
 DEPT: PW

COUNCIL ACTION FORM

**SUBJECT: AMES PLAN 2040 SANITARY SEWER UTILITY INFRASTRUCTURE -
 (SEWER EXTENSION AT 265TH STREET AND 550TH AVENUE)**

BACKGROUND:

This program involves installation of sanitary sewer infrastructure into the priority growth tiers shown in the Ames Plan 2040. Installing the sanitary sewer systems proactively opens the ability to develop land in the adopted growth tiers. **This project would include extending sanitary sewer from the trunk main at 265th Street to the west and then north along 550th Avenue.** A bid alternate, if funding allows, would extend the sanitary sewer further west along 265th Street from 550th Avenue to US 69.

On April 16, 2024, staff initiated a Request for Proposals process for professional services to provide the City with the design, development of plans and specifications, and land acquisition for this project.

Proposals for this work were received from seven engineering firms. The proposals were evaluated according to the following criteria: Project Understanding, Design Team/Key Personnel, Previous Experience, Project Approach, Responsiveness, Ability to perform work, Proposed project design/letting schedule, and Estimated Contract Cost for engineering services. Listed below is the ranking information based on this evaluation:

Firm	Qualifications Based Points	Qualifications Based Rank	Fee	Total Points	Final Rank
WHKS	327	1	\$273,300	335	1
Strand	312	2	\$319,800	317	2
Bolton & Menk	305	3	\$342,000	309	3
Shive Hattery	303	4	\$320,000	308	4
CGA	285	5	\$275,000	293	5
CDA	277	6	\$449,400	277	6
MSA	266	7	\$280,440	274	7

After weighing the qualifications and estimated fees for these seven firms, staff has negotiated a contract with WHKS of Ames, Iowa. WHKS scored highest based on qualifications and is the lowest in design cost of \$273,300. Staff is confident that a contract with WHKS will provide the best value for professional services considering the firms qualifications.

Program Budget:

Funding Source	Available Revenue	Estimated Expenses
ARPA	\$3,381,981	
Construction		\$2,731,981
Engineering/Administration		\$ 550,000
TOTAL	3,381,981	\$3,281,981

ALTERNATIVES:

1. Approve the professional services agreement for the Ames Plan 2040 Sanitary Sewer Utility Infrastructure Design project with WHKS of Ames, Iowa, in the amount of not to exceed \$273,300.
2. Direct staff to negotiate an engineering agreement with another consulting firm.

CITY MANAGER'S RECOMMENDED ACTION:

Based on staff's evaluation using the above criteria, WHKS will provide the best value to the City for professional services for the Ames Plan 2040 Sanitary Sewer Utility Infrastructure project. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ATTACHMENT(S):

[Ames Plan 2040 Sanitary 265th Extension map.pdf](#)



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, City of Ames, IA

ArcGIS Web Map



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

ITEM #: 30
 DATE: 06-25-24
 DEPT: W&PC

COUNCIL ACTION FORM

SUBJECT: AMES WELL FIELD GENERATOR MITIGATION PROJECT

BACKGROUND:

During the 2020 derecho high wind event, all of the wells that supply raw water to the Water Treatment Plant experienced an extended electrical outage. Subsequently, staff initiated an application to the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). **The proposed project will provide emergency standby power to the five wells located in Hunziker Youth Sports Complex (HYSC).**

On February 15, 2024 staff was notified that the City was awarded a grant for Phase I of the project in the amount of \$188,900. The Phase I grant allows the City to hire an engineer for the design, and to hire an archaeologist to confirm that the proposed work will comply with various environmental and historic preservation obligations outlined in the grant agreement. At the conclusion of the Phase I work, with FEMA’s concurrence and approval, a Phase II award would be made to fund the construction of the standby generator and required electrical connections.

On March 12, 2024, Council approved the Phase I Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management. This agreement states that for Phase I the federal share shall not exceed 76% of actual allowable subaward costs, and the state share shall not exceed 10% of the actual allowable subaward costs. **The City shall provide at least 14% through local non-federal (cash and/or in-kind) sources for actual allowable subaward costs.** The same cost share allowances would be available for Phase II, if awarded.

While the HMGP provides significant federal and state funding, it also comes with several requirements, including clearance from the State Historical Preservation Office (SHPO). For the project, it was determined by SHPO during the environmental review process that a portion of the project would be in potentially sensitive archaeological areas and an archaeological assessment is required. Staff worked with the federal agencies to divide the project into the two phases so that funding for the design and archaeological assessment could be made available quicker.

On April 15, 2024, staff issued a Request for Proposals (RFP) for Phase I Engineering Services including: Engineering Design; Surveying/Staking; Permit Assistance; and Geotechnical Engineering/Soil Boring. Four proposals were received, and each proposal was reviewed and scored by Water & Pollution Control Department staff. All scoring was completed and compiled prior to opening the fee proposals. The composite scoring and fees are shown in the table below.

Firm	Composite Score	Fee Proposal
<i>Farris Engineering</i>	90.5	\$107,120
HDR, Inc.	89.8	\$167,703
Morrissey Engineering, Inc.	89.0	\$67,332
Ultieg Operations, LLC	80.8	\$29,300

Staff has determined that, based on their experience and expertise, the proposal submitted by Farris Engineering is in the overall best interests of the City for this project. Note that construction phase services are included in the scope of work on an hourly basis as needed, contingent upon FEMA awarding a Phase 2 award. Due to FEMA dividing the project into phases, the fees shown above do not include construction administration services.

Separately, an RFP for Phase I Archeological Services was issued on April 15, 2024. Three proposals were received and reviewed by staff. Staff determined the Terracon Consultants' proposal to be in the overall best interests of the City for the archeological assessment. A contract with Terracon in the amount of \$12,700 is in process and will be approved administratively by staff.

With these proposals completed, the updated project budget is as follows. Note that only Phase I funding has been awarded at this time.

Project Element	Approved CIP Budget	Estimated Funding	Expense
City of Ames (Water Fund)	289,000	159,1204	
Federal (FEMA)	885,600	885,600	
State of Iowa	98,400	116,080	
Phase 1 (Construction)			
<i>Engineering (this action)</i>			107,200
Archaeological Assessment			12,700
Permits & fees			3,500
Phase 2 (Construction)			
Engineering			59,700
Construction			977,704
TOTAL	1,273,000	1,160,804	1,160,804

ALTERNATIVES:

1. Award a contract for Phase I Engineering Services to Farris Engineering of Omaha, NE in an amount not to exceed \$107,200.
2. Award a contract for Phase I Engineering Services to one of the other firms that submitted a proposal.
3. Do not award a contract at this time and provide direction to staff on the future of the project. Delaying the award could potentially jeopardize the grant due to the tight timelines required.

CITY MANAGER'S RECOMMENDED ACTION:

Installation of a generator at the Hunziker Youth Sports Complex well field will provide emergency power for five wells in the event of a power outage. Adding this capability will allow the Water Treatment Plant to treat and distribute potable water during times of extreme need. Additionally, as much as 86% of the funding for this project is being provided by the Federal

Emergency Management Agency and the Iowa Department of Homeland Security and Emergency Management. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

ATTACHMENT(S):

[Farris Contract.pdf](#)

**CONTRACT FOR
ENGINEERING SERVICES FOR AMES HUNZIKER YOUTH SPORTS COMPLEX (HYSC)
WELLFIELD GENERATOR MITIGATION PROJECT
FOR CITY OF AMES WATER & POLLUTION CONTROL DEPARTMENT**

THIS AGREEMENT, made and entered into effective the 25th day of June 2024, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and Farris Engineering, Inc. (an Incorporated, organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

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

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

**I
PURPOSE**

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

**II
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Work, Invitation to Bid #2024-160 Engineering Services for Ames HYSC Wellfield Generator Mitigation Project for City of Ames attached hereto as Exhibit A.

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

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

**III
METHOD OF PAYMENT**

A. Payments shall be made by the City of Ames. The maximum total amount payable by the City of Ames under this Agreement is \$107,120.00 and no greater amount shall be paid without written amendment.

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

IV

FINANCIAL ACCOUNTING AND ADMINISTRATION

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

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

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

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

V

INSURANCE

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

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

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

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

E. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

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

**VI
PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

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

**VII
TERMINATION**

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

**VIII
INDEPENDENT CONTRACTOR STATUS**

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

**IX
LAWS**

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

**X
ASSIGNMENT**

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

**XI
AFFIRMATIVE ACTION**

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

**XII
NOTICE**

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

City of Ames:
John Dunn
Director of Water & Pollution Control

Farris Engineering:
Michael D. Wallace
President, CEO

515 Clark Ave, PO Box 811
Ames, IA 50010

12700 W. Dodge Rd
Omaha, NE 68154

**XIII
DURATION**

This Agreement shall be in full force and effect from and after June 25, 2024 until completion of the Work, or, until terminated by the City of Ames, Iowa. Deadline for completion is November 30, 2024.

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

CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

By Michael Wallace _____

Attest by: _____
Renee Hall, City Clerk

Michael Wallace CEO
Printed Name and Title

Contract Form: PS 1

EXHIBIT A
ENGINEERING SERVICES FOR AMES HUNZIKER YOUTH SPORTS COMPLEX (HYSC)
WELLFIELD GENERATOR MITIGATION PROJECT

BACKGROUND

The City of Ames implements long-term mitigation measures as authorized under Section 203 and 404 of the Stafford Act. Appropriated Hazard Mitigation Assistance funds will facilitate the installation of a backup generator, transfer switch, and electrical lines to ensure the uninterrupted availability of well water to the water treatment plant which provides potable water service to commercial and residential customers during loss of power outages, thus reducing the potential of health and safety risks. The generator will be sized to power 5 wells located at the HYSC. During flood events where the Skunk River is expected to reach or exceed flood stage, the City of Ames Electric Services Department (city owned) will proactively turn off power to these 5 wells to protect electrical equipment and keep the community safe. This backup generator will be proactively turned on in this event to be able to provide power to these 5 HYSC wells which provide a majority of water for the community. Funding for this project comes from Federal (FEMA), State (Iowa), and Local (City of Ames) sources. As indicated above and discussed below parts of the project will or may be funded by FEMA funds through an agreement administered by the State of Iowa Department of Homeland Security and Emergency Management

This project will consist of design, bidding, and construction services to develop plans and specifications that incorporates and prioritizes the City's plan to have dedicated standby power so that water may be pumped to the treatment plant during power outages or natural disasters.

SCOPE OF WORK

Farris Engineering will preparing technical specifications, drawings, and necessary information to provided appropriate placement for a new emergency generator, diesel fuel tank, transformers, underground directionally drilled lines, and other associated project appurtenances for the City of Ames to complete bid documents suitable for competitive bidding as outlined in their requested "Engineering Services for Ames Hunziker Youth Sports Complex Wellfield Generator Mitigation Project Task 1-4".

Task 1. Preliminary Engineering: Phase I

Farris Engineering will review with City Staff and all other necessary parties to determine:

- Appropriate placement for the generator, diesel fuel tank, transformers, underground directionally drilled lines, and other associated project appurtenances.
- Determine appropriate route and receiving pits of directionally drilled lines.
- Determine appropriate generator sizing based on current energy loads and possible future loads.
- Determine generator enclosure.
- Work with the City's Electric Services Department to confirm all electric feeds to the specific wells.
- Ensure generator placement and/or connection will connect to all five wells and will provide power to supply at least three wells at one time.
- Work with the City's Electric Services Department to confirm the electric feed to the specific wells and ensure generator placement or connection will connect to all five wells and will power at least three wells at one time. The generator and well connections (transformers and other equipment that could fail due to floods or cause a "rise" during a flood event) must be located outside of the (500-year or 100-year) flood plain.
- Coordinate the design with the city and the City's contracted archaeologist to avoid areas of interest based on the State Historic Preservation Office (SHPO).
- Attend 3 in-person meetings to ensure a mutual understanding of the requirements. Additional meetings can be scheduled and attended virtually to coordinate with City's staff for feedback and design changes.

- Coordinate with all funding sources to ensure the project follows funding sources.

Task 2. Geotechnical Engineering and Soil Boring: Phase I

- Coordinate with a Geotechnical Engineering and Soil Boring firm specializing in soil boring and geotechnical work to determine the appropriate site locations for all equipment necessary for this project.
 - o Determine the appropriate depth, spacing, and quantity of soil borings based on generator, diesel fuel tank, transformers, and other associated project appurtenances based on industry standards.
 - o A geotechnical report shall be furnished and provided to the City. It is anticipated that the geotechnical report will be used by the consultant to perform design work and incorporate any site considerations.

Task 3. Construction Permits: Phase I

- Coordinate with the City to identify all permits needed for the project through final construction.
- *Any trade permits required for the project will be the responsibility of the contractor.*
- Assist the City with application of all necessary permits.
 - o Iowa Department of Natural Resources (IDNR) Air Permit
 - ☐ Final permitting will be determined on actual size of generator
 - o IDNR – Public Water Supply Construction Permit
 - o NPDES General Permit #2
 - o IDNT – Joint Application
 - o City of Ames Storm Water Pollution Prevention Plan

Task 4. Final Design: Phase I

- Provide the City with all the technical specifications and drawings suitable for competitive bidding in both hard copies and electronics formats.
- All documentation will be submitted in the format requested by the City of Ames such as PDF format or AutoCAD-readable format. The AutoCAD drawings shall be compatible with AutoCAD LT. All specifications and drawing shall have a Professional Engineer (P.E.) Stamp.
- All design will be in conformance with accepted engineering practices and meet or exceed the conformance with the following:
 - o Occupational Safety and Health Administration (OSHA)
 - o Iowa Statewide Urban Design and Specifications (SUDAS)
 - o International Building Code (IBC)
 - o State of Iowa Plumbing Code
 - o State of Iowa Electrical Code
 - o National Electrical Manufacturers Association/Insulated Cable Engineers Association
 - o 30 (NEMA/ICEA)
 - o National Fire Protection Association (NFPA)
 - o Underwriters Laboratories, Inc. (UL)
 - o ASTM International (ASTM) • Institute of Electrical and Electronics Engineers, Inc. (IEEE)
 - o NESC National Electrical Safety Code

SCHEDULE

	Estimate of Effort	Projected Date
Task 1 – Preliminary Engineering – Phase I		
Site Investigation – placement for generator, diesel fuel tank, transformers, underground directionally drill lines, and other associated project appurtenances. Appropriate route and receiving pits of directionally drilled lines.	32 hours (over 2 full days at the site)	June – August 2024
Sizing of Generators based on energy loads.	40 hours	
Generator enclosure.	20 hours	
Task 2 – Geotechnical Engineering & Soil Boring – Phase I		
Determine appropriate depth, spacing, and quantity of soil borings based on generator, diesel fuel tanks, transformers, and other associated project needs.	80 hours	June 2024
Task 3 – Construction Permits – Phase I		
Coordinate with City in obtaining construction permits	60 hours	June 2024
Task 4 – Final Design – Phase I		
Milestone design reviews at 50% & 90% of final design with City staff.	140 hours	September - November 2024
Prepare technical specifications and drawings for competitive bidding of project.	30 hours	December – January 2025
Task 5 – Bidding Phase Services – Phase II		
Assist the City in preparing needed information if formally bidding project.	30 hours	February 2025* (Contingent upon FEMA Determination)
Assist in reviewing of bids and prepare a recommendation of awarding project.	10 hours	
Task 6 – Construction Phase Service - Phase II		
CA and CA Support	As needed basis – hourly basis	April 2025* (Contingent upon FEMA Determination)
Estimate of Effort		
Site visits/trips	3 site in-person trips	During construction
Close-out and final wrap-up of project	30	August 2025* (Contingent upon FEMA Determination)

**ENGINEERING SERVICES FOR AMES HUNZIKER YOUTH SPORTS COMPLEX (HYSC)
WELLFIELD GENERATOR MITIGATION PROJECT**

1. Disputes, Default and Termination

Disputes: In the event of dispute arising under this Contract, the Contractor shall notify the City of Ames promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City of Ames; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the City of Ames in writing as above stipulated.

Default and Remedies: Default shall consist of any failure by the Contractor to perform under this contract or written amendments thereto or any breach of any covenant, agreement, provision, or warranty provided by the Vendor as a part of this contract. Actions which constitute a default include, but are not limited to:

- a. Failure to submit to the City of Ames reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
- b. Submission of requests for payment or reimbursement of amounts that is incorrect or incomplete.
- c. The failure of the Contractor to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the City of Ames, the state or any federal agency.
- d. Failure to perform any activity required by this contract.

Default: Upon occurrence of any default, the City of Ames shall advise the Contractor in writing of the action constituting the default and specify the actions that must be taken to cure the default. The City of Ames may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor, the City of Ames may continue the suspension or, by written notice of termination, may terminate the contract.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Ames for damage sustained by the City of Ames by virtue of any default or breach of the contract; and the City of Ames may deduct the amount of damages from any outstanding payments to the Contractor or may withhold payments until such time as the exact amount of the damages is determined.

Termination: If federal funding for this project is terminated and no other funding is available for continuation of this project, the City of Ames will not be obligated to continue funding for the services contained in this contract and may terminate the contract.

In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by or purchased with FEMA funds by the Contractor under this contract shall, at the option of the City of Ames, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. Termination

Owner May Terminate for Cause

The occurrence of any one or more of the following events will justify termination for cause:

- Contractor's persistent failure to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials);
- Contractor's disregard of laws or regulations of any public body having jurisdiction;
- Contractor's disregard of the authority of owner; or
- Contractor's violation in any substantial way of any provisions of the contract documents.

If one or more of the events identified in this section occur Owner, after giving Contractor ten days written notice of its intent to terminate the services of Contractor, may:

- exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),
- incorporate in the work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and
- complete the work as Owner may deem expedient.

If Owner proceeds as provided in this section, Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed as to their reasonableness and, when so approved, incorporated in a Change Order. When exercising any rights or remedies under this section, Owner shall not be required to obtain the lowest price for the work performed.

Contractor's services will not be terminated if Contractor begins within ten days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

Owner May Terminate for Convenience

Upon ten days written notice to Contractor, Owner may, without cause and without prejudice to

any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

- completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

3. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing

or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). (Does not apply to this contract.)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Attachment A is to be completed and submitted with proposal.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Attachment B is to be completed and submitted with proposal.

10. § 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain;
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security

surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

12. § 200.322 Domestic preferences for procurements.

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

[85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

13. Access to Records

The following access to records requirements applies to this contract:

- a. The Contractor agrees to provide Iowa Homeland Security, City of Ames, the Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the Federal Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with federal regulations, the City of Ames and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Administrator or the Comptroller General of the United States.

14. Disadvantaged Business Enterprise Utilization

- a. The Contractor shall seek the use of qualified Disadvantaged Business Enterprises (DBE) under this contract. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at <https://secure.iowadot.gov/DBE/Home/index/>.
- b. The Contractor shall make good faith effort to seek and utilize Disadvantaged Business Enterprises as Subcontractors under this contract.
- c. The Contractor shall document the efforts and proposed utilization of certified DBEs. Attachment C is to be completed and submitted with proposal. If Subcontractors are being used, Attachment D and E is to be completed and submitted with proposal.

ITEM #: 31
 DATE: 06-25-24
 DEPT: Transit

COUNCIL ACTION FORM

SUBJECT: **FY 2024/25 FUEL PURCHASES FOR CYRIDE**

BACKGROUND:

Since 2015, CyRide has been purchasing fuel on the basis of a market rate plus a markup or deduction using twelve-month contracts. **Bidding fuel contracts for a twelve-month period reduces administrative costs while allowing CyRide to take advantage of competitive bidding. Pricing is based on the published Iowa DOT rack rate of fuel prices, which is updated daily. Bidders submit bids that add to or subtract a fixed amount from the published Iowa DOT fuel prices.**

Reviewing previous fuel bids, biodiesel was identified as a product where pricing could be improved. CyRide sought insight from fuel providers and determined that bidding the price of biodiesel as a percentage above or below the price of #2 diesel would provide pricing closer to the actual market cost of biodiesel.

On May 6, 2024, CyRide, with the assistance of the Purchasing Division, released Invitation to Bid (No. 2024-182) for the purchase of diesel fuel from July 1, 2024, through June 30, 2025. The procurement documents set a contract not-to-exceed amount equal to CyRide’s fuel budget for fiscal year 2025. Bids were due May 22, 2024, and four responses were received. The bids are detailed in the below table.

Bid No. 2024-182 (7/1/24 - 6/30/25)	#1 Dyed ULSD Diesel	#2 Dyed ULSD Diesel	Biodiesel (% over/under #2 ULSD)	Magellan's Cold Flow Improver
Agriland Fs Inc	\$0.0260	\$0.0280	-1.0%	\$0.0100
New Century FS (Growmark INC)	\$0.0600	\$0.0600	0.0%	\$0.0100
Petroleum Traders Corporation	\$0.0227	\$0.0381	15.0%	\$0.0200
Sunoco, LLC	\$0.0750	\$0.0300	15.0%	\$0.0300

Upon reviewing the four responses, the bid was determined to be competitive and reflective of current market conditions. CyRide performed a bid analysis using actual fuel usage quantities from July 1, 2023, through May 31, 2024. Based on the analysis, Agriland Fs Inc was determined to be the lowest overall bidder. A copy of the bid tabulation and bid analysis is attached for reference.

The Transit Board of Trustees approved award of contract to Agriland Fs Inc of Winterset, Iowa and the not-to-exceed amount listed below at their meeting on June 20, 2024.

ALTERNATIVES:

1. Award a contract to Agriland Fs Inc of Winterset, Iowa, for fuel purchases from July 1, 2024, until June 30, 2025, at a not-to-exceed amount of \$1,572,500.
2. Reject all bids and do not award a fuel contract.

CITY MANAGER'S RECOMMENDED ACTION:

The bid from Agriland Fs Inc of Winterset, Iowa reflects the lowest price for CyRide to purchase fuel for the FY2024-255 budget year while reducing administrative costs. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1.

ATTACHMENT(S):

[Bid Tab and Cost Evaluation Attachment.pdf](#)

Bid No. 2024-182

Responses		#1 ULSD	#2 ULSD	Biodiesel	Magellan's Cold Flow Improver
Agriland Fs Inc		\$0.0260	\$0.0280	-1%	\$0.0100
New Cetury Fs (Growmark INC)		\$0.0600	\$0.0600	0%	\$0.0100
Patroleum Traders Corporation		\$0.0227	\$0.0381	15%	\$0.0200
Sunoco, LLC		\$0.0750	\$0.0300	15%	\$0.0300

Pro Forma Fuel Budget

			#1 ULSD	#2 ULSD	Biodiesel	Magellan's Cold Flow Improver	Total Gallons Diesel & Biodiesel	Total Budget Amount
Assumptions	Annual Gallons		20,000	257,000	14,000	84,000	291,000	\$1,172,730.00
	Price		\$2.48	\$2.23	\$4.35			
Agriland Fs Inc			\$50,082	\$581,540	\$30,974	\$840		\$663,435.93
New Cetury Fs (Growmark INC)			\$50,762	\$589,764	\$31,287	\$840		\$672,652.80
Patroleum Traders Corporation			\$50,016	\$584,135	\$35,980	\$1,680		\$671,811.58
Sunoco, LLC			\$51,062	\$582,054	\$35,980	\$2,520		\$671,615.88

ITEM #: 32
 DATE: 06-25-24
 DEPT: FLEET

COUNCIL ACTION FORM

SUBJECT: CONTRACT RENEWAL FOR CUSTODIAL SERVICES AT CITY HALL

BACKGROUND:

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

The current contract amount with Stratus Building Solutions, West Des Moines, IA, is \$84,962 for FY 2023/24. The renewal terms offered by this vendor remain flat for FY 2024/25. The base bid for cleaning tasks is \$68,588. The total cost for FY 2024/25 will be split for budget-tracking purposes by location areas for the base bid, as illustrated in the table below. The base bid amounts include all routine services provided daily plus other services provided periodically or less frequently, such as carpet cleaning and waxing of the floors. Quoted separately is a per-hour rate for additional services requested, including emergency clean up, and special events clean-up in the auditorium. These services are used on an as-needed basis and will be billed at the hourly rate of \$26.00 per hour, in addition to the planned services.

LOCATION	AMOUNT
City Hall, Police Department	\$43,647.00
Gymnasium & Community Center	\$11,223.50
Public Wellness	\$11,223.50
Auditorium	\$ 2,494.00
Base Bid Sub Total	\$68,588.00
Additional Services as Requested by the City (Estimated)	\$16,374.00
Base Bid + Additional Services	\$84,962.00

This renewal is for the period of July 1, 2024, through June 30, 2025, with no additional renewal periods available. The total funding budgeted for custodial services in City Hall for FY 2024/25 is the amount of \$89,689.

ALTERNATIVES:

1. Award the Ames City Hall custodial services contract to Stratus Building Solutions, West Des Moines, IA, in the amount not-to-exceed \$84,962.00 for July 1, 2024 - June 30, 2025
2. Do not renew and direct staff to re-bid custodial services

CITY MANAGER'S RECOMMENDED ACTION:

Stratus Building Solutions, West Des Moines, IA, has the lowest overall cost to the City over the three-year contract period. Stratus Building Solutions is committed to meeting the expected results and is ready to provide these services. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ITEM #: 33
DATE: 06-25-24
DEPT: PW

COUNCIL ACTION FORM

SUBJECT: 2024/25 SHARED USE PATH MAINTENANCE

BACKGROUND:

This project focuses on sealing cracks and joints in asphalt paths that can occur due to expansion and contraction of the pavement during seasonal temperature extremes. This project will also include a seal coat on shared use paths following joint sealing. Locations are determined using a condition inventory, visual inspection of paths, and input from users. Improvements will enhance safety, usability, and also improve the aesthetics of the path/trail system. **A list of locations for this project is attached.**

City staff has completed plans and specifications for this project with **estimated costs of \$122,120.** There is \$300,000 of Local Option Sales Tax allocated to this program in FY 2024/25 in the Capital Improvements Plan. Remaining funding will be utilized for other shared use path maintenance priorities.

ALTERNATIVES:

1. Approve the plans and specifications for the 2024/25 Shared Use Maintenance project, setting July 17, 2024 as the bid due date and July 23, 2024, as the date for report of bids.
2. Direct staff to make changes to the project.

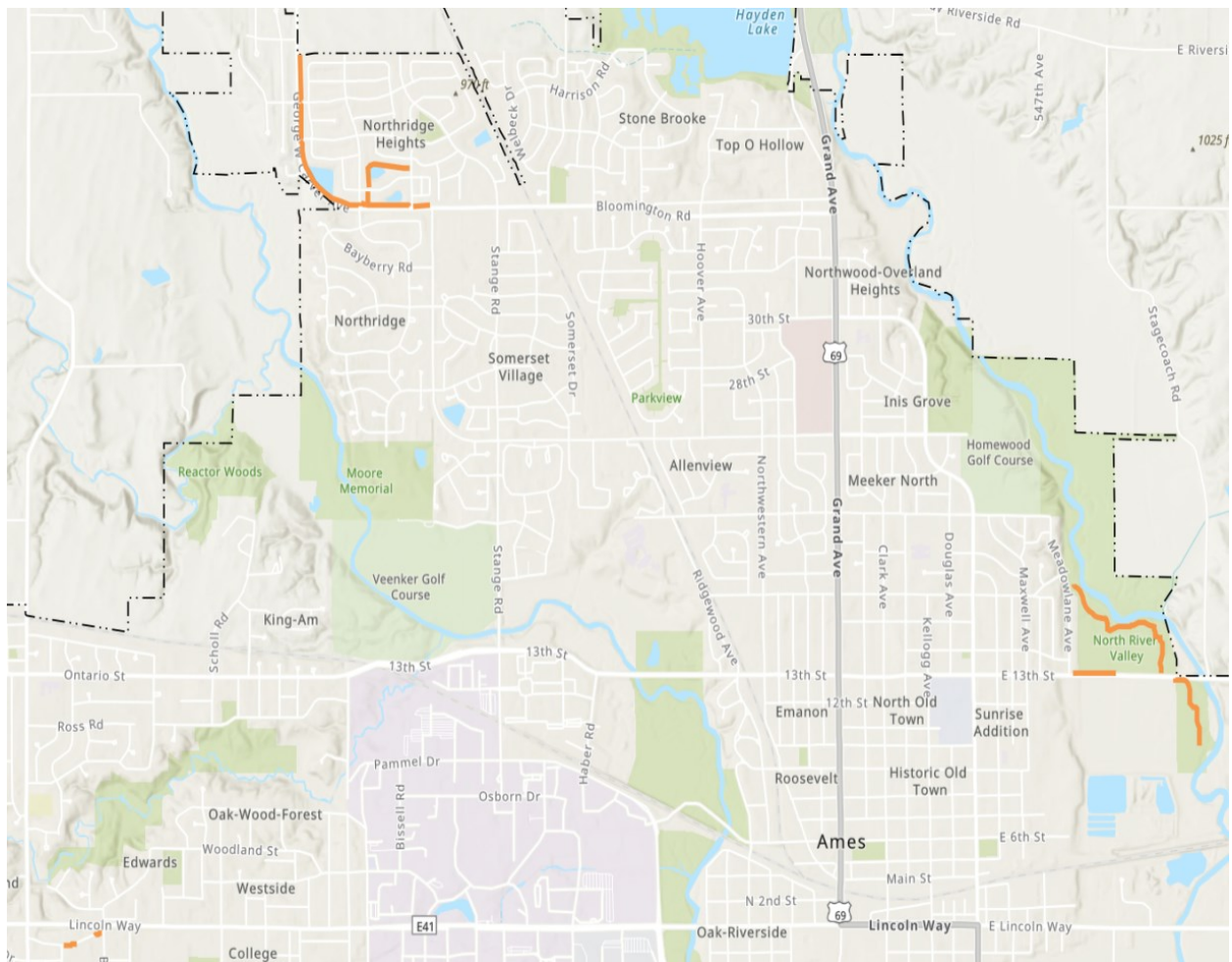
CITY MANAGER'S RECOMMENDED ACTION:

This project will aid in extending the lifespan of the asphalt paths and enhance the user experience by repairing joints and cracks in the paths. Therefore, it is the recommendations of the City Manager that the City Council adopt Alternative No. 1 as described above.

ATTACHMENT(S):

[2024-25 SUP CAF Locations.pdf](#)

LOCATION DESCRIPTION	LENGTH (FT)	WIDTH (FT)
Lincoln Swing (Abraham to Beedle) * Sealcoat Only	460	8
South River Valley (E 13th to south end of Park)	1450	8
North River Valley (E 13th to Carr Park Lot)	2950	8
E 13th Street (North River Valley Entrance to Meadowlane Ave)	850	8
George Washington Carver (North corporate limits to Valley View Road)	3330	8
George Washington Carver (Valley View Road to Chilton)	1000	8
George Washington Carver (Chilton to George Washington Carver <southbound>)	330	8
Valley View Road (George Washington Carver to Burnham)	205	8
Burnham Drive (Burnham to Chilton)	1205	8



ITEM #: 34
 DATE: 06-25-24
 DEPT: P&R

COUNCIL ACTION FORM

SUBJECT: FITCH FAMILY INDOOR AQUATIC CENTER BID PACKAGE 33-1

BACKGROUND:

On January 23, 2024, the City Council approved the award of contracts for construction of the Fitch Family Indoor Aquatic Center. Since the City elected to use a Construction Manager (CM) approach for this project, 14 different bid packages were issued for prospective bidders. As a reminder, this approach is different from bidding under the General Contractor (GC) method, where one bid package would have been distributed and each bidder would be responsible for the various subcontractors. Thus, with 14 bid packages, the City entered into a contract with each of the 14 successful bidders.

Bid Package: 31-1, Demolition and Earthwork Work was awarded to Con-Struct, Inc., Ames, Iowa. The award included the Base Bid plus Alternate #1 to add two multipurpose rooms, a walking area, and two gender neutral restrooms, in the amount of \$532,975.

Change order #1 was approved by staff for water service disconnects on site in the amount of \$7,747. As excavation progressed, Con-Struct, Inc. discovered existing building rubble for two structures that would need to be removed. This was an unforeseen condition and needed to be addressed to allow the rest of the project to proceed. A construction change directive (CCD-002) was issued by the design team and the work was to be completed on a time and material basis.

Change Order #2 has been prepared and is now presented to the City Council for approval. This change order, in the amount of \$45,419, includes the labor, equipment and disposal needed to remove the rubble from the work site.

Summary of Bid Package 31-1, Demolition and Earthwork Work

Original Contract Amount	\$ 532,975
Change Order #1 (Water Service Disconnects)	\$ 7,747
Change Order #2 (Building Rubble Removal)	\$ 45,419
New Contract Value	\$ 586,141

The Contingency Budget for this project is \$2.1 million. Below is a summary of all change orders to date and the project Contingency Fund Balance:

Contractor	Reason for Change Order	Change Order Amount	Contingency Fund Balance
Con-Struct	Water Service Disconnects	\$ 7,747	\$ 2,092,253
Terracon	Curtain Wall Testing	\$ 3,875	\$ 2,088,378
Con-Struct	Building Rubble Removal	\$ 45,419	\$ 2,042,959

ALTERNATIVES:

1. Approve Change Order #2 to Con-Struct, Inc, Ames, IA, Bid Package, 31-1 Demolition and Earthwork Work for the building rubble removal that was not anticipated in the contract for the Fitch Family Indoor Aquatic Center in the amount of \$45,419.
2. Reject the change order.

CITY MANAGER'S RECOMMENDED ACTION:

Construction of the Fitch Family Indoor Aquatic Center requires demolition of existing buildings on the site. As demolition progressed, existing rubble was encountered that was unforeseen and required removal to provide a clear site to build the new structure. Encountering rubble or other unknown features during a project on a pre-developed site is not an uncommon occurrence in construction. Therefore, it is the City Manager's recommendation that the City Council adopt Alternate No. 1 as stated above.

ITEM #: 35
DATE: 06-25-24
DEPT: ELEC

COUNCIL ACTION FORM

SUBJECT: RELOCATION OF 161KV TRANSMISSION LINE FROM AMES PLANT TO NE ANKENY - APPROVE CHANGE ORDER #2

BACKGROUND:

The Iowa Department of Transportation (IDOT) is carrying out highway improvements along Interstate 35 north of Ankeny. These improvements include construction where I- 35 crosses NE 158th Ave and NE 142nd Ave and at the I-35 interchange of NE 126th Ave. The City owns a 161kV electric transmission line that is situated on DOT right of way in this area. The IDOT construction project will require relocation of a portion of the transmission line in vicinity of these roads. All costs associated with this relocation project will be reimbursed by the Iowa Department of Transportation.

On October 25, 2022, a contract was awarded to Primoris Electric, Inc., Inver Grove Heights, MN in the amount of \$2,171,669.20 for the relocation of the 161kV transmission line. As work has progressed, changes have been needed to move the project to completion.

Changes are as follows:

Change Order #1 for \$0 included laminated foundation plates, additional turnbuckles & hangers, and modifying the substantial completion date to October 24, 2024.

Change Order #2 (This Action) is now being requested for additional hydrovac and culvert work completed at the three locations (126th Ave, 158th Ave & 142nd Ave) along with delays during construction relating to weather, material delivery, and property access. Another item included in change order #2 is a reduction in the scope due to an adjacent CIPCO transmission line being removed from service rather than requiring relocation in order to facilitate the movement of the City's 161 kV line. Therefore, parts and equipment anticipated as part of that relocation work, along with the labor to install them, are no longer needed. **The total of the change order is a deduct of (\$192,618.40).**

The approved FY 2021/22 Capital Improvements Plan includes \$2,404,000 under the project titled "161kV Line Relocation." The most current total estimated cost for this project including engineering design, easements and crop damages is \$2,355,000. **All engineering and construction expenses for the project will be reimbursed by IDOT under agreements previously approved with IDOT.**

ALTERNATIVES:

1. Approve Change Order #2 to the Primoris Electric, Inc., Inver Grove Heights, MN, for the Relocation of 161kV Transmission Line Project from Ames Plant to NE Ankeny in a deduct amount totaling \$192,618.40 inclusive of tax, as requested by the IDOT. This action will reduce the contract with Primoris from \$2,171,669.20 to \$1,979,050.80.
2. Reject change order.

CITY MANAGER'S RECOMMENDED ACTION:

In order to facilitate these IDOT improvements, the City's 161kV transmission line must be relocated. This reduction in scope and corresponding deduct change order is requested from IDOT. Since all engineering and construction expenses for the project will be reimbursed by IDOT, the City will follow their direction. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as stated above.

ITEM #: 36
 DATE: 06-25-24
 DEPT: PW

COUNCIL ACTION FORM

SUBJECT: 2022/23 STORM WATER EROSION CONTROL (CLEAR CREEK BANK STABILIZATION - UTAH DRIVE)

BACKGROUND:

This annual program provides for stabilization of areas that have become eroded in streams, channels, swales, gullies, or drainage ways that are part of the stormwater system. This program provides a more permanent control of the erosion and will reduce recurring maintenance costs in these areas. **The location for this project was Clear Creek near Utah Drive.**

On December 12, 2023, City Council awarded the contract to Iowa Earth Works of Huxley, Iowa in the amount of \$75,615.40. One change order was approved as part of the project. Change Order No. 1 (balancing), administratively approved by staff, was a deduction in the amount of \$14,467.68. The balancing change order reflects the actual measured quantities completed during construction. **Construction was completed in the amount of \$61,147.72**

Revenues and expenses associated with this program are estimated, as follows:

Program	Revenue	Expenses
Storm Water Utility Fund	\$ 350,000	
Construction		\$ 61,147.72
Storm Water Erosion Control (future project)*		\$ 208,852.28
Engineering/Administration (Est.)		\$ 80,000.00
Total	\$ 350,000	\$ 350,000.00

*A future project phase under this program includes Clear Creek bank stabilization, west of British Columbia Avenue.

ALTERNATIVES:

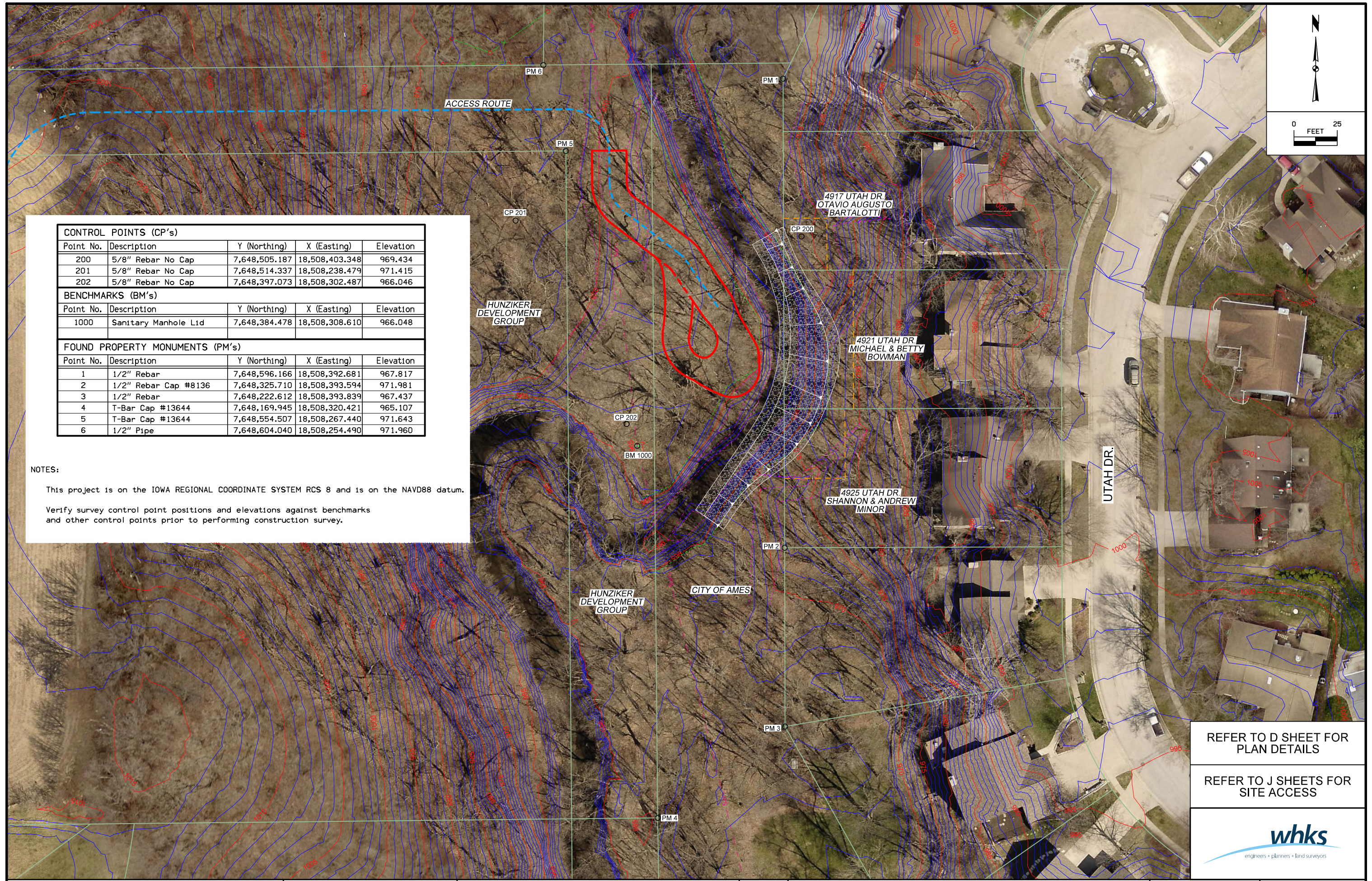
1. Accept the 2022/23 Storm Water Erosion Control (Clear Creek Bank Stabilization - Utah Drive) project as completed by Iowa Earths Works of Huxley, Iowa in the amount of \$61,147.72.
2. Direct staff to pursue changes to the project.

CITY MANAGER'S RECOMMENDED ACTION:

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

ATTACHMENT(S):

- [Project Map.pdf](#)
- [Certification Letter.pdf](#)



CONTROL POINTS (CP's)				
Point No.	Description	Y (Northing)	X (Easting)	Elevation
200	5/8" Rebar No Cap	7,648,505.187	18,508,403.348	969.434
201	5/8" Rebar No Cap	7,648,514.337	18,508,238.479	971.415
202	5/8" Rebar No Cap	7,648,397.073	18,508,302.487	966.046
BENCHMARKS (BM's)				
Point No.	Description	Y (Northing)	X (Easting)	Elevation
1000	Sanitary Manhole Lid	7,648,384.478	18,508,308.610	966.048
FOUND PROPERTY MONUMENTS (PM's)				
Point No.	Description	Y (Northing)	X (Easting)	Elevation
1	1/2" Rebar	7,648,596.166	18,508,392.681	967.817
2	1/2" Rebar Cap #8136	7,648,325.710	18,508,393.594	971.981
3	1/2" Rebar	7,648,222.612	18,508,393.839	967.437
4	T-Bar Cap #13644	7,648,169.945	18,508,320.421	965.107
5	T-Bar Cap #13644	7,648,554.507	18,508,267.440	971.643
6	1/2" Pipe	7,648,604.040	18,508,254.490	971.960

NOTES:

This project is on the IOWA REGIONAL COORDINATE SYSTEM RCS 8 and is on the NAVD88 datum.

Verify survey control point positions and elevations against benchmarks and other control points prior to performing construction survey.

REFER TO D SHEET FOR PLAN DETAILS

REFER TO J SHEETS FOR SITE ACCESS





June 19, 2024

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

Dear Mayor and Council Members:

I hereby certify the **2022/23 Storm Water Erosion Control (Clear Creek Bank Stabilization-Utah Drive)** project was completed in an acceptable manner by **Iowa Earth Works** of Huxley, Iowa, in the amount of **\$61,147.72** and was inspected by the Public Works Department of the City of Ames, Iowa.

Sincerely,

John C. Joiner, P.E.
Public Works Director

JCJ/lbc

cc: City Clerk, Finance, Contractor, Administrative Services, Project File



Item No. 37
MEMO

To: Mayor & City Council
From: John Joiner, P.E. Public Works Director
Date: June 21, 2024
Subject: Release of Financial Security

Attached is the release pertaining to the completion of Stormwater Management (Chapter 5B) at Neighbors Heating & Cooling, 2700 Graham.

/rh

ATTACHMENT(S):
[Release of financial security.pdf](#)



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

June 6, 2024

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

RE: Neighbors Heating and Cooling, 2700 Graham
4 year Stormwater maintenance security release

Mayor and Council Members:

I hereby certify that the stormwater facilities at Neighbors Heating and Cooling, 2700 Graham have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa, and are found to meet City specifications for establishment and maintenance in accordance with the Post Construction Stormwater Management (Chapter 5B).

As a result of this certification, it is recommended that the four year maintenance security on file with the City be released in full.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Joiner', is written over a light blue horizontal line.

John Joiner, P.E.
Public Works Director



To: Mayor & City Council
From: Amelia Schoenemann, Department of Planning & Housing
Date: June 21, 2024
Subject: Financial Security Release

Attached is the financial security release pertaining to the completion of landscaping requirements at Tesla Supercharger Station, 1910 Isaac Newton Drive.

ATTACHMENT(S):
[1910 Isaac Newton Landscaping Release.pdf](#)



Memo

Department of Planning & Housing

TO: Renee Hall, City Clerk

FROM: Amelia Schoeneman, Department of Planning & Housing

DATE: June 20, 2024

SUBJECT: Release of Financial Security for Landscaping at Tesla Supercharger Station, 1910 Isaac Newton Drive

The landscaping has been completed for the Tesla Supercharger Station at 1910 Isaac Newton Drive and the installation approved. Please process the release of \$12,750 to:

GDP Group
Attn: Sarah Honeycutt
520 S. Main St., Ste. 2531
Akron, OH, 44311

Please let me know if I can provide additional information or assistance.



To: Mayor & City Council
From: John C. Joiner, P.E. Public Works Director
Date: June 21, 2024
Subject: Reduction of Financial Security

Attached is the reduction of financial security for public improvements at Ansley Subdivision 1st Addition.

/rh

ATTACHMENT(S):
[Ansley 1st Addition Financial Security Reduction 2.pdf](#)



Smart Choice

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

June 14, 2024

City Clerk
City of Ames
Ames, Iowa 50010

RE: Ansley Subdivision 1st Addition Financial Security Reduction No. 2

City Clerk:

I hereby certify that more public improvements including topsoil for one house, partial shared use path at 5" concrete, partial 6" sidewalk, partial tree plantings (and quantity correction), and street lights required as a condition for approval of the final plat of **Ansley Subdivision 1st Addition**, have been completed in an acceptable manner by **various homebuilding contactors**. The above-mentioned improvements have been inspected by the Engineering Division of the Public Works Department of the City of Ames, Iowa and found to meet City specifications and standards.

As a result of this certification, it is recommended that the financial security for public improvements on file with the City for this subdivision be reduced to **\$220,263.75**.

Sincerely,

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

John C. Joiner, P.E.
Director

JJ/tp

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

Items completed as part of this reduction of financial security.

ITEM	UNIT	Qty
SUBGRADE PREPARATION	SY	7576
WATER SERVICE STUB 1"	EA	16
STORM SEWER, TRENCHED PVC 12"	LF	30
STORM SEWER, TRENCHED RCP 12"	LF	27
STORM SEWER, TRENCHED RCP 15"	LF	530
STORM SEWER, TRENCHED RCP 18"	LF	716
STORM SEWER, TRENCHED RCP 24"	LF	88
STORM SEWER, TRENCHED RCP 30"	LF	107
STORM SEWER, TRENCHED RCP 36"	LF	587
STORM SEWER, TRENCHED RCP 42"	LF	67
STORM SEWER, TRENCHED RCP 48"	LF	180
STORM SEWER, TRENCHED RCP 60"	LF	633
PIPE APRON RCP 12"	EA	1
PIPE APRON RCP 18"	EA	1
PIPE APRON RCP 36"	EA	1
PIPE APRON RCP 48"	EA	2
PIPE APRON RCP 60"	EA	1
STORM MANHOLE SW 401 48"	EA	2
STORM MANHOLE SW 401 84"	EA	1
STORM MANHOLE SW 402 7'X7'	EA	1
STORM MANHOLE SW 405	EA	4
INTAKE SW 501	EA	9
INTAKE SW 502 48"	EA	2
INTAKE SW 502 60"	EA	4
INTAKE SW 503	EA	4
INTADE SW 505	EA	3
INTAKE SW 506	EA	2
INTAKE SW 506 MODIFIED	EA	2
INTAKE SW 511	EA	1
INTAKE SW 512	EA	2
INTAKE MODIFIED SW 513 6'X6'	EA	1
REMOVE INTAKE	EA	2
GRANULAR ROADWAY 12" CL A	LF	217
CURB & GUTTER 2.5' 6"	SY	3541
PAVEMENT, HMA,4" BASE	SY	4687
PAVEMENT, HMA, 2" INTER	SY	4687

Ansley Subdivision 1st Addition
November 30, 2023
Page 2

ITEM #: 40
DATE: 06-25-24
DEPT: ELEC

COUNCIL ACTION FORM

SUBJECT: REFUSE-DERIVED FUEL (RDF) STORAGE BIN REPAIR - PROJECT COMPLETION

BACKGROUND:

The City's Resource Recovery Plant (RRP) converts municipal solid waste (MSW) into refuse derived fuel (RDF). The RDF is then conveyed to the RDF Storage Bin, which provides buffer and storage capacity until the RDF can be metered into the Power Plant boilers for combustion.

The existing RDF Storage Bin has been in service since 1996. The bin was primarily constructed of COR-TEN steel, a weathering steel designed to initially rust and build up an oxide layer that then prevents further rusting of the steel from occurring. The use of COR-TEN steel to construct the RDF Storage Bin proved to be problematic in places where the COR-TEN steel is in regular or constant contact with the RDF. Constant contact with the RDF removed the oxide layer meant to protect the steel underneath, causing the exposed steel to rust anew. This cycle repeated over and over, and eventually removed enough steel that portions of the Bin needed to be repaired or replaced. The COR-TEN steel members that were in regular or constant contact with the RDF were replaced with equivalent stainless steel members. Stainless steel will hold up to the corrosive nature of RDF while maintaining the structural integrity of the RDF Bin.

On April 11, 2023, City Council awarded the contract to Neumann Brothers Inc., of Des Moines, Iowa, in the amount of \$1,428,000, inclusive of sales tax.

There was one change order in the amount of \$180,028.59. This change order was for additional work to remove the old distribution boxes and vents, and source materials, fabricate, and install two (2) new distribution boxes and four (4) exhaust vents. The total of the contract is \$1,608,028.59 (inclusive of sales tax).

All the requirements of the contract have been met by Neumann Brothers Inc. and the Engineer has provided a certificate of completion. The retainage can now be released.

ALTERNATIVES:

1. Accept the Refuse-Derived Fuel (RDF) Storage Bin Repair project as completed by Neumann Brothers Inc, Des Moines, IA, in the amount of \$1,608,028.59 (inclusive of sales tax) and release retainage.
2. Delay the completion of the project and hold the retainage.

CITY MANAGER'S RECOMMENDED ACTION:

The project has now 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 noted above.

ATTACHMENT(S):

Acceptance of Completion Letter_SIGNED.pdf


Engineer's Statement of Completion

Project: RDF Storage Bin Repair	Date of Contract: April 11 th , 2023
Owner: City of Ames Power Plant	Contract No.: 2023-119
Engineer: Keith Sheridan, Sargent & Lundy	Contractor: Neumann Brothers, Inc.

I hereby state that the **RDF Storage Bin Repair** project has been satisfactorily completed in general compliance with the terms, specifications, and stipulations of said contract.

The work was completed on June 13, 2024.

I further state that the retainage may be released in accordance with the contract documents.



Date 6/17/24

Sam Feucht
Power Plant Engineer
City of Ames Electric Services

ITEM #: 41
DATE: 06-25-24
DEPT: ADMIN

COUNCIL ACTION FORM

SUBJECT: **FY 2025/26 ASSET PRIORITIES**

BACKGROUND:

The ASSET funding process for FY 2025/26 will begin in August 2024. ASSET volunteers will conduct their agency visits to discuss services, gather information, and submit written reports that will be used for the agency hearings and work sessions scheduled in January 2025.

The approved City priorities for FY 2024/25 are as follows:

Categories 1, 2, and 3 are in priority order as are the lettered services in each category. An emphasis is placed on low to moderate income individuals and families in all categories and services.

#1 Meet mental health and substance use disorder needs through

- A. Community-based and outpatient mental health services
- B. Outpatient emergency access and crisis intervention services
- C. Awareness and education about suicide prevention and services
- D. Substance use prevention and treatment availability

#2 Meet basic needs through

- A. Sheltering, including emergency shelter (length of stay in emergency shelter is dependent upon the population group being served)
- B. Housing cost offset programs including utility assistance
- C. Food cost offset programs to assist in providing nutritious perishables and staples
- D. Quality childcare cost offset programs, including daycare and State of Iowa licensed in-home facilities
- E. Medical and dental services
- F. Financial literacy and education programs
- G. Transportation cost offset programs
- H. Legal assistance
- I. Disaster response

#3 Provide youth development services and activities through

- A. Skill development and enhancement
- B. Summer enrichment/prevention of loss of learning

In preparation for ASSET's FY 2025/26 funding cycle, City staff collected feedback regarding the priorities from the City's ASSET volunteers. **The volunteers do not recommend any changes to the priorities and, therefore, the recommendation is to keep the priorities the same for FY 2025/26 as those approved for FY 2024/25.**

ALTERNATIVES:

1. Approve the City's FY 2025/26 ASSET priorities as unchanged from the FY 2024/25 priorities listed above.
2. Approve a modified list of ASSET priorities for FY 2025/26 as compared to the FY 2024/25 priorities.
3. Do not approve the ASSET priorities and refer back to staff for further information.

CITY MANAGER'S RECOMMENDED ACTION:

The City's ASSET volunteers have reviewed the priorities in conjunction with community needs and experience from the allocation process last January. The volunteers have suggested that the priorities remain the same. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

ITEM #: 42
 DATE: 06-25-24
 DEPT: ADMIN

COUNCIL ACTION FORM

SUBJECT: AMENDMENT IN THE AMOUNT OF \$100,000 TO ASSET CONTRACT WITH THE SALVATION ARMY FOR TEMPORARY EMERGENCY SHELTER SERVICES

BACKGROUND:

On June 11, 2024, the City Council approved the FY 2024/25 ASSET contracts totaling \$1,780,999. The Council also approved \$143,579 in unallocated funds, where:

- a) \$117,322 is reserved for needs that may arise for emergency shelter services;**
- b) \$6,000 is reserved for needs that may arise for housing service coordination services; and,**
- c) \$20,257 remain undesignated for any ASSET-related service need(s) that may arise in FY 2024/25.**

In the approved contract with The Salvation Army (TSA) for FY 2024/25, the City approved \$5,000 towards purchasing emergency shelter services (hotel vouchers) at a cost per unit rate of \$75.67. However, much has changed since TSA first presented its ASSET request in August 2023. In spring 2024, TSA began seeing a significant increase in the community's need for emergency shelter services. In response to the need, in May 2024, TSA leadership was willing to ramp up its hotel voucher program if needed, and to add a full-time Resource Coordinator, who serves as the receptionist at their location and who assists clients with resource coordination.

To assist with these changes, in April 2024, TSA requested additional funding from ASSET funders for both FY 2023/24 and FY 2024/25 to provide emergency shelter services. The agency updated its cost per unit of service to \$103.15 for FY 2023/24 and \$105.75 for FY 2024/25. On May 14, 2024, the City Council approved amending the FY 2023/24 contract with TSA to add emergency shelter services at a cost per unit rate of \$103.15 and approved purchasing up to \$40,000 of services. At that time, staff noted that TSA's \$100,000 request for FY 2025/26, (this request), would come at a later date.

The table below summarizes the FY 2024/25 unallocated ASSET funds by funder (which can be used to fund unexpected needs that arise if it aligns with funder priorities), the TSA requested amount, and the balance if the request is fully funded:

ASSET Funder	Total Unallocated Funds	TSA Requested Amount	Balance of Funder's Unallocated Fund
City of Ames	\$143,579	\$100,000	\$43,579
Story County	\$169,884	\$120,000*	\$49,884
United Way of Story County	\$11,228	\$11,228*	\$0
TOTALS	\$231,228	\$91,000	\$93,463

*Emergency Shelter services remains a priority housing service for ASSET funders. United Way of Story County's board has already approved TSA's \$11,228 request and the Story County Board of Supervisors has also approved TSA's \$120,000 for FY 2024/25.

If the Council approves the additional \$100,000 request at the unit rate of \$105.75, the total amount approved for FY 2024/25 to TSA for emergency shelter services will be \$105,000. Therefore, the City will be purchasing 992 units of service. A unit of service includes 1 24-hour shelter service and a meal. Currently, there is not a clear long-term solution for emergency shelter services; however, there continues to be a community need for temporary housing.

TSA reported that the week of April 17-24, 2024, the organization assisted with 19 hotel rooms, serving 37 people, including some children. That same week, seven of the 18 individuals who requested assistance were newly unhoused households. TSA also reported on June 4, 2024, that shelter spaces for the community are full, and therefore they currently have 33 hotel vouchers being used. The pace of seeking assistance has not slowed down.

ALTERNATIVES:

1. Approve the amendment to The Salvation Army's FY2024/25 ASSET contract for an additional \$100,000 to provide temporary emergency shelter services from July 1, 2024 - June 30, 2025, at a cost per unit of \$105.75, thereby increasing their total appropriation to \$105,000.
2. Do not approve the amendment and funding request from The Salvation Army.

CITY MANAGER'S RECOMMENDED ACTION:

Staff will continue to engage in conversations with service providers to find a more sustainable, long-term solution. Until then, there continues to be a community need for emergency shelter services. In the interim, The Salvation Army has requested funding to assist with the immediate needs. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No.1 as stated above.

ATTACHMENT(S):

[Salvation Army - Amendment FY2024.25.pdf](#)

**AMENDMENT TO CONTRACT FOR HUMAN SERVICES
BETWEEN THE CITY OF AMES AND THE SALVATION ARMY**

WHEREAS, effective July 1, 2024, the City of Ames and The Salvation Army entered into an agreement for funding for social services to be provided by The Salvation Army through the City’s ASSET program; and,

WHEREAS, the parties wish to amend the agreement by the City providing additional funding to the category of services, “Emergency Shelter Services.; and

WHEREAS, the cost per unit rate has been updated,

THEREFORE, the parties agree to amend their FY2024/25 prior agreement as follows:

1. Under Section II, “SCOPE OF SERVICES,” a category of services called “Emergency Shelter Services” is added to the chart of services in the following fashion:

SERVICE	COST PER UNIT	UNITS	AMOUNT
Emergency Shelter Services/ Hotel Voucher	\$105.75	992	\$105,000

2. Under Section III, “METHOD OF PAYMENT”, Paragraph D is stricken and replaced with the following:
“D. The maximum total amount payable by the City of Ames under this agreement is \$180,200.00 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.”
3. All other provisions of the original agreement remain in full force and effect.

IT WITNESS WHEREOF, the parties hereto have, by their authorized representatives, set their hand and seal:

CITY OF AMES, IOWA

ATTEST:

BY: _____
John A. Haila, Mayor

Renee Hall, City Clerk

Date signed: _____

[Continued on next page]

THE SALVATION ARMY (AGENCY)

Organization Address (please print):

BY: _____

Print Name and Title:

Phone Number:

Date signed: _____

ITEM #: 43
DATE: 06-25-24
DEPT: ADMIN

COUNCIL ACTION FORM

SUBJECT: **AGREEMENTS WITH ASSET AGENCIES TO PROVIDE RELOCATION SERVICES TO TENANTS AT 228 AND 232 WELCH AVENUE**

BACKGROUND:

On May 31, 2024, tenants at 228 and 232 Welch Ave were notified by the City's Inspection Division that unless the rental property meets code, all occupants will be required to vacate the structure within 30 days of the date of the notice. A financial assistance resource page from United Way for those needing help with housing was provided with the notice. Most of these tenants are low income and will need assistance to find comparable housing opportunities.

At the June 11 City Council meeting, the Council received a letter from Good Neighbor Emergency Assistance requesting financial assistance for tenants at the affected properties (see attached). The estimated amount of need identified in the letter was \$25,000, where \$18,500 would go towards deposit and first month's rent assistance and \$6,500 would go towards emergency temporary shelter. Council referred the item to staff for a memo to be placed on a future agenda.

The approved City Council ASSET's funding recommendations for FY 2023/24 included setting aside \$181,650 for ASSET Funders to engage in a Request for Proposal (RFP) process for emergency shelter services. Of the \$181,650 that was set aside for this purpose, \$66,258 was the City's portion. The RFP was conducted in May-July 2023 and no award was made.

On May 14, the City Council approved allocating \$40,000 of the City's set aside amount (\$66,258) to The Salvation Army to provide emergency shelter services/hotel vouchers. **Therefore, there are \$26,258 in unallocated City funds that remain set aside for emergency shelter services.**

If the Council chooses to use these available funds to support the \$25,000 request, staff would request authorization to enter into contract(s) with ASSET agency(ies) for services on a reimbursement basis to provide assistance provided between May 31, 2024 and July 7, 2024. The contracts would stipulate that for an expense to be eligible; the ASSET agency must demonstrate 1) the assistance is being provided to a displaced 228 or 232 Welch tenant, and 2) the service provided must be for emergency temporary shelter, a deposit and first month's rent, or meet the ASSET service code and definition (2.01) emergency assistance for basic material needs. While it is anticipated that contracts will be with Salvation Army and Good Neighbor, the final decision about which agency to contract with will be determined based on further conversations with these agencies.

Because of the short timeframe needed to respond to the tenants' needs, the Council's approval will allow staff to enter into agreement(s) with the appropriate human service agencies without returning to the Council for final approval.

ALTERNATIVES:

1. Allocate \$25,000 of unspent FY 2023/24 ASSET funds to be used for assistance to displaced tenants at 228 and 232 Welch Avenue and authorize staff to enter into contracts with ASSET agencies under the contract stipulations mentioned above.
2. Do not approve reallocating ASSET funds nor authorizing staff to enter into contracts.

CITY MANAGER'S RECOMMENDED ACTION:

Housing sheltering remains a priority for the City Council. ASSET agencies have been vetted by the ASSET Board and are capable of providing the type of assistance needed to support these displaced tenants. In the last few weeks, ASSET agencies have reported that tenants at 228 or 232 Welch are seeking their assistance with relocation. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative No. 1 as described above.

ATTACHMENT(S):

[W. Stodden - Financial Assistance.pdf](#)



**Good Neighbor
Emergency Assistance, Inc.**

613 Clark Avenue
Ames, IA 50010
(515) 296-1449
director@gnea.org
www.gnea.org

June 7, 2024

Mayor and Council Members,

You may be aware that recently (May 31st) the tenants at 228 and 232 Welch were issued notices by the Inspection Division that they would need to vacate the properties because the owner had failed to comply with the Rental Code and receive a Letter of Compliance.

On June 6th, Sara Van Meeteren facilitated a meeting at City Hall with Good Neighbor, Bridge Home, Home Allies, Story County, MGMC, Eyerly Ball, Salvation Army and Julie Saxton (PD) to discuss how to best assist these tenants. We discussed the needs of the tenants and determined that this situation cannot be handled solely by us providers as it greatly exceeds our financial capacity.

All of the tenants at these properties are on a very low income and many have health concerns, negative rental history, and criminal offenses that make finding housing very difficult. We are very concerned about what the near future holds for these tenants as the costs associated with re-homing go beyond rent. Tenants will need assistance finding housing that they are qualified for; submitting application fees, deposits and, often, two months of rent upfront; moving their belongings (most can't afford a moving truck or have the ability to lease one); moving/re-homing pets; and establishing utility accounts.

We are reaching out today to see if there are any funds available through the City that could help assist the tenants at 228 and 232 Welch with moving expenses. As a group, we have established a need of around \$25,000 with \$18,500 going toward deposit and first month's rent and \$6,500 going to emergency temporary shelter. However, any amount will assist the tenants that have been negatively affected.

Thank you for your consideration,

William Stodden, Director, Good Neighbor Emergency Assistance

Erin Rewerts, General Assistance Director Story County



Offering help and hope in times of need



ITEM #: 44
DATE: 06-25-24
DEPT: P&H

COUNCIL ACTION FORM

SUBJECT: **FY 2023/24 SPRING DOWNTOWN FACADE GRANTS**

BACKGROUND:

The Downtown Facade Grant Program was introduced in 2000 to facilitate private improvements to downtown retail and other commercial storefronts. The City Council annually budgets \$75,000 as matching funds for eligible projects. The program has allowed for up to \$23,000 of dollar-for-dollar matching funds per front facade and up to \$2,000 for additional architectural services. This program is available to property owners within the area generally described as from 6th Street to the railroad tracks, Duff Avenue to Northwestern Avenue, and along Kellogg Avenue to Lincoln Way (Attachment A).

The program requires compliance with specified Design Guidelines that can be found on the Planning Division website at this [link](#). The program requirements include a prerequisite of a ground floor use of office or retail trade. Additionally, grant eligibility includes a requirement for proposed improvements to retain the historic facade or for the removal of non-compliant elements consistent with the guidelines or to pursue eligibility under the other facade guidelines.

The program does not allow for maintenance activities or replacement of compliant elements with new in-kind elements as eligible activities on their own. However, there is an allowance for historic rehabilitation of character defining features of contributing historic resources to the Downtown Historic District. Proposed improvements are intended to have a significant positive visual impact on the building and the overall district. If grant requests exceed the available funding, the program criteria for front facades includes preference for facades that have not received funding in previous rounds. Attachment B provides an overview of the intent and process for the facade grant program, and Attachment C outlines the scoring criteria. Attachments D and E are the current applications.

The program is designed to operate with two application cycles. The first cycle is typically in the summer. If there are funds remaining after first round awards, then a second application round occurs in the winter/spring. The summer grant round is intended to provide funding for new projects with one grant per building. The second round is intended to fund both new projects and potentially second facades for properties that have previously received a grant.

GRANT APPLICATION RECEIVED:

The City solicited applications for the second round of FY 2023/24 funding in May 2024. One applicant applied in the first round and staff worked with the applicant to refine the submission. There were no awards for the first round. Two grant requests are being considered for this second round. A project summary, location map, and project design illustrations are attached. The total requested grant funding is \$48,000, with \$131,665 available funding left in the program for FY 2023/24.

Address	Business or Building Name	Amount Requested	Total Project
616 5th Street	Dot's (Formerly Fifth Street Dental)	\$25,000 (including \$2,000 for design fees)	\$62,656-facade (\$735,000 entire project)
330 Main Street	Town Center (Tom Evans Plaza Side)	\$23,000	\$47,213

616 5th Street:

This application is for a single-story building at 616 5th Street. The building, formerly home to Fifth Street Dental, was constructed in 1955 in a mid-century modern style and is approximately 1,800 square feet. The applicant is proposing to remodel the building into a restaurant. This will involve remodeling and re-configuring the interior as well as adding an outdoor seating area on the east side. As this building is not a traditional "Main Street" typology, it is eligible for a grant under the "Other Facades" section of the Downtown Design Guidelines.

The current facade on 5th Street lacks transparency, in keeping with the former use a medical office building. Except for the glass entryway, the windows are above eye level, which would have allowed natural light into the interior while maintaining privacy. **The proposed changes to the facade will significantly enlarge the windows to allow for visibility into the restaurant. The new design for the facade maintains a small window, similar to a transom, at the top of the window opening, and which makes architectural reference to the historic design. A large window will be installed below the small window to create a wall of windows on the front of the building.**

The applicant is also proposing to install more windows on the east side of the building, adjacent the new outdoor seating. Only the street-facing facade, however, is eligible for the grant. **The owner will be eligible to apply for property tax abatement separately from the facade program due to the substantial improvements to the site and the likely increase in value of the property.**

Images can be seen in Attachment D.

WORK	ELIGIBLE COST ESTIMATES	TOTAL COST ESTIMATES
Demolition, Parts, & Labor	\$40,356	\$40,356
Other Work (Not on Facade)		\$689,844
Design Fee for Facade	\$4,800	\$4,800
Total Project Cost:	\$45,156	\$735,000

330 Main Street:

The building at 330 Main Street, together with the adjacent 328 Main Street, is home to Town Center, which has multiple tenant spaces. The buildings together received a facade grant in 2013 for significant changes to the Main Street facades.

The subject building was constructed in 1909 as a livery stable. Over the years, it was home to Spurgeon's (a department store) and J. C. Penney, the latter of which expanded from its small store at 328.

What is now Tom Evans Plaza was originally street and right-of-way for Burnett Avenue that was later abandoned and turned into the current small park. As this was originally right-of-way, Council has accepted building facade improvements that face the current park as eligible. Otherwise, building facades that do not face a public street are not eligible for grants.

The west side of the building has ten windows: nine on the second story and one on the ground level. There is also a side entrance on the west side next to the ground floor window.

The 10 windows on the side are currently filled in with plywood that is deteriorating. The applicant is proposing to replace the plywood with sash windows that will recreate what was originally in those spaces. Historic photographs show that the building originally had single-pane windows in each sash.

The second story is currently unused. While the applicant does not have immediate plans to restore the second story space to full use, his stated intent is to eventually create usable space on the second level.

While inspecting the property for the grant, staff observed that some of the brick veneer is coming loose and that one of the window sills under one of the subject windows is in need of repair. The maintenance of the facade should accompany the installation of the windows.

Staff recommends adding a condition with the facade grant regarding maintenance of the facade and ensuring its stability.

Images can be seen in Attachment E.

WORK	ELIGIBLE COST ESTIMATES	TOTAL COST ESTIMATES
Windows and related labor	\$47,213	\$47,213
Total Project Cost	\$47,213	\$47,213

ALTERNATIVES:

1. Approve the Downtown Facade Improvement Grants for:
 - a. 616 5th Street for \$23,000 in estimated eligible costs for a new facade and new windows and \$2,000 in design fees
 - b. 330 Main Street for \$23,000 for ten new windows, subject to the condition that the brick veneer and windowsill be repaired and that the facade be stabilized
2. Approve grants for lesser amounts.
3. Do not approve any of the facade grants.

CITY MANAGER'S RECOMMENDED ACTION:

The grant application solicitation has resulted in two requests for a total of \$48,000. City staff has determined that the proposed Downtown Facade Improvement projects for the buildings at 616 5th Street and 330 Main Street comply with the requirements of the program. There is adequate funding available for the requests. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1, as described above.

ATTACHMENT(S):

[Attachment A.pdf](#)

[Attachment B.pdf](#)

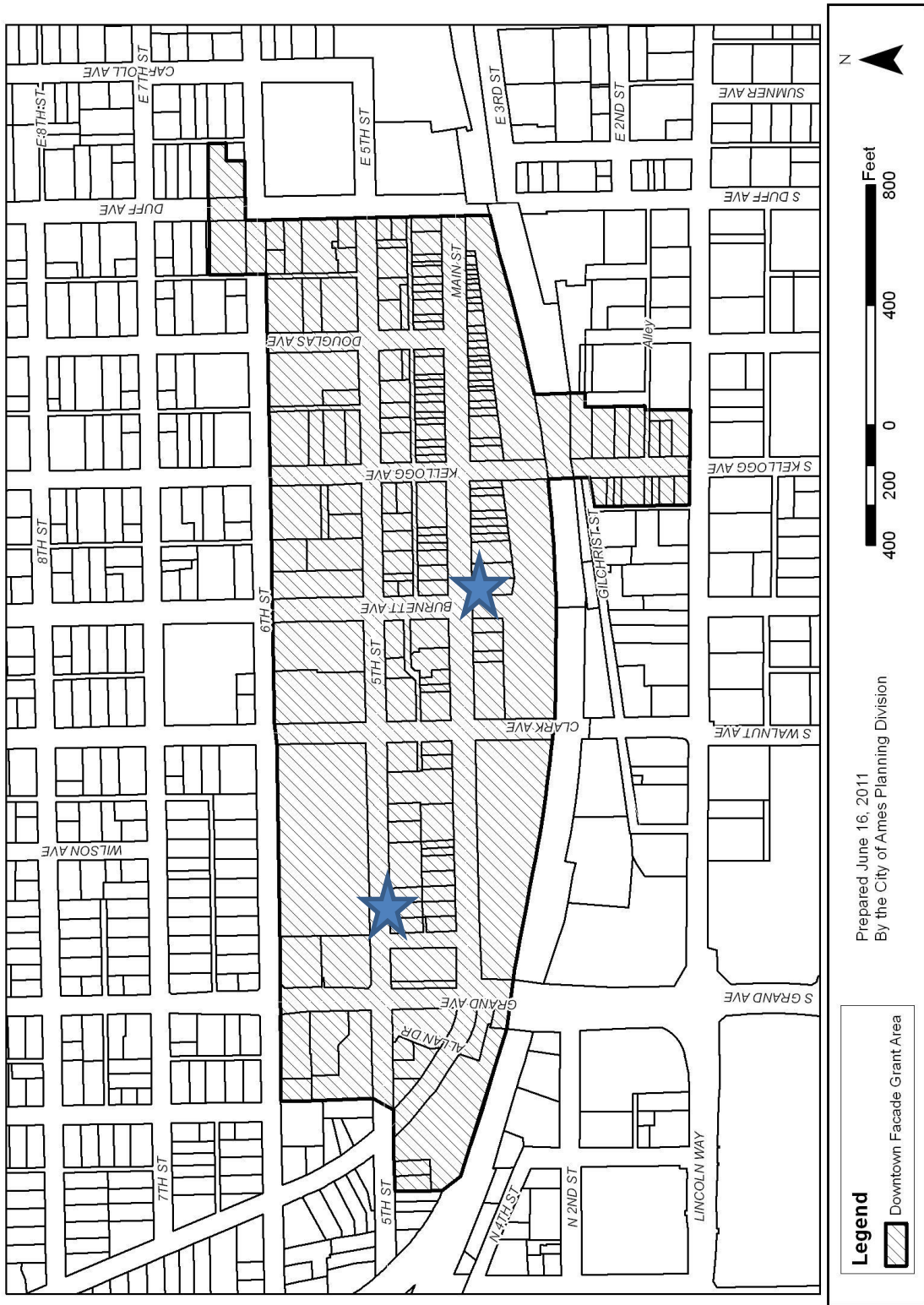
[Attachment C.pdf](#)

[Attachment D.pdf](#)

[Attachment E.pdf](#)

Downtown Facade Grant Area

Attachment A Eligibility Map



Attachment B Downtown Façade Grant Review

There are **two** façade grants:

1. Modifications to bring façades into compliance with the Downtown Design Guidelines.
2. Rehabilitation of historically significant, character-defining features.

Requirements for Downtown Design Guidelines Façade Grants

- The building must be located downtown within boundaries established by City Council.
- The ground floor must be Office Uses or Trade Uses as defined by the Ames zoning ordinance.
- The façade design must comply with the Downtown Design Guidelines.
- Improvements to historic façades shall include replacing non-compliant elements with compliant elements. Maintenance is not eligible for grant funding.
- Residential structures and buildings owned by the government, churches, and other religious institutions are not eligible.
- No façade grant shall exceed \$23,000.
- The Ames Planning Division shall administer the Grant Program and prepare eligibility requirements, terms, and application forms as necessary for effective implementation.

Downtown Design Guidelines Program Logistics

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

First Grant Period

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

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

Action Steps:

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

Second Grant Period

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

Requirements for Rehabilitation of Historically Significant, Character-Defining Features

- The work must retain and restore the architectural feature related to the building's historic significance. Examples include original windows, transoms, decorative cornices. Maintenance activities of a building are not eligible.
- The architectural features must relate to the front façade.
- The building must be a contributing structure to the National Register Ames Main Street Historic District or otherwise an individually listed Historic Resource on the National Register.

Rehabilitation Program Logistics

Two grant periods will be planned for each fiscal year.

First Grant Period

The Rehabilitation Grant may only be applied for in conjunction with work eligible for the standard grant. A property may be awarded a total of \$46,000 for one façade (\$23,000 for compliance with *Downtown Design Guidelines* and \$23,000 for rehabilitation of historically significant, character-defining features). Only one Rehabilitation Grant may be approved for a property in this round.

Action Steps:

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

Second Grant Period

A Rehabilitation Grant applies to historically significant, character-defining features by themselves, and need not be in conjunction with other work. Grants can be awarded independently for significant features, for a maximum of \$23,000.

Conditions of Grant Approval

- Grantees must receive a notice to proceed from the City prior to starting work.
- Grantees must apply for a notice to proceed within 9 months of the approval of the grant.
- Construction must be completed within 1 year of issuance of the notice to proceed.
- Any required building code and/or safety improvements to a structure must be completed before grant work proceeds or before grant funds are paid.
- If a grantee does not move forward with a project consistent with the Program's Eligibility and Terms, including the program logistics, the award will be considered forfeited.

Attachment C Scoring Criteria

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

VISUAL IMPACT **Maximum Score 30 Points**

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

FINANCIAL IMPACT **Maximum Score 30 Points**

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

EXTENT OF IMPROVEMENTS **Maximum Score 20 Points**

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

HISTORIC FAÇADES (such as Café Diem):

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

OTHER FAÇADES (such as Wheatsfield):

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

HISTORIC DESIGN **Maximum Score 20 Points**

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

**Attachment D
616 E. 5th Street**



Current Façade for 616 5th Street



Proposed Façade for 616 5th Street

**Attachment E
330 Main Street**



Existing Façade for 330 Main Street



Side Door and Window for 330 Main Street

ITEM #: 45
DATE: 06-25-24
DEPT: P&H

COUNCIL ACTION FORM

**SUBJECT: NORTH DAYTON AVENUE INDUSTRIAL PARK TIF AGREEMENT
AMENDMENTS AND FINDING THE DEVELOPER IS IN COMPLIANCE
WITH THE AGREEMENT FOR THE FIRST YEAR OF TIF REBATE**

BACKGROUND:

At the May 28 City Council meeting, staff was directed to prepare an amendment to the Development Agreement with Dayton Avenue Development LLC for the North Dayton Industrial Subdivision for three issues in response to requests by the developer. Those items include:

1. Amend the maximum reimbursement amount for eligible Public Improvements in the Development Agreement by an additional \$151,687.05 to a total of \$3,119,951.05
2. Increase the maximum allowed sale price of Lot 2 by an additional \$22,000 in excess of the prescribed land price ceiling.
3. Defer assessment of the \$15,000 penalty for timing of completion of the first speculative building until June 28.

The amendment to the Development Agreement is attached (Attachment A). Only the sections that are amended are included; all other provisions of the agreement remain as originally approved.

It should be noted that the existing agreement requires substantiation of public improvement costs to receive the TIF rebate. **With approval of the amendment to the Development Agreement, City Council is also being asked to find the developer has met the criteria for verifying eligible expense for TIF reimbursement based upon staff's review of the receipts provided by the developer.** The Development Agreement allows for City Council to provide a TIF rebate on an annual basis until the year 2035 or upon reaching the maximum reimbursement amount of \$3,119,951.05.

With Council's determination of developer conformance, the City Council will formally certify TIF debt in November to allow for the collection of tax increment and rebate the amount to the developer in 2025. The first year rebate will be based upon the assessed values established by the City Assessor in January 2024 for the ABC supply building and the partial value of the surgery center, an estimated payment of \$130,000. Subsequent years will not require developer substantiation, only the Council approval of annual appropriate of TIF each November.

ALTERNATIVES:

1. Approve the amendments in the attached amendment to the TIF Development Agreement through the following:
 - a. Approve a Resolution amending the TIF Development Agreement with Dayton Avenue LLC to 1) forbear assessment of penalty for first speculative building until June 28, 2) increase the total reimbursement amount to \$3,119,951.05 for revised expenses identified in Exhibit C, and 3) allow for an additional \$22,000 to be added to the sales price for Lot 2.
 - b. Approve resolution finding the developer in compliance with the development agreement for substantiation of public improvement costs to allow for approval of the first year of the TIF rebate.
2. Decline to approve the amendments to the Development Agreement and find the developer conforms to the requirements for TIF rebate of eligible costs to not exceed \$2,968,264.
3. Refer this matter back to staff and/or developer to gather more information.

CITY MANAGER'S RECOMMENDED ACTION:

The proposed amendments to the North Dayton Avenue TIF Development Agreement reflect the direction of City Council. These changes are consistent with the original intent of the agreement to rebate costs for specific public improvements and to limit land sales prices as an incentive to develop in the industrial park. In addition, the developer has provided documentation of eligible expenses and can be found to conform to the agreement to allow the Council in the future to certify TIF Debt for the developer rebate in accordance with the terms of the agreement. Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1.

ATTACHMENT(S):

[Attachment A- N Dayton Avenue Second Amendment.pdf](#)

Return document to: City Clerk, 515 Clark Avenue, Ames IA 50010

Legal Description: See page 1.

Document prepared by: Mark O. Lambert, City of Ames Legal Department, 515 Clark Ave., Ames, IA 50010 – 515-239-5146

**SECOND AMENDMENT TO DEVELOPMENT
AGREEMENT FOR NORTH DAYTON INDUSTRIAL PARK**

THIS IS AN AMENDMENT to an Agreement made by and between the City of Ames, Iowa and Dayton Avenue Development, LLC, an Iowa limited liability company, upon the following terms and conditions:

1 DEFINITIONS. When used in this Amendment, unless otherwise required by the context:

1.1 “City” means the City of Ames, Iowa, an Iowa Municipal Corporation.

1.2 “Developer” means Dayton Avenue Development, LLC, an Iowa limited liability company, its successors and assigns.

1.3 “Development Agreement” means the recorded Agreement, presently in force between the City and Developer, its successors and assigns, filed in the office of the Recorder of Story County, Iowa, on October 14, 2022, as Instrument No. 2022-10047, as approved by City Resolution No. 22-547 governing certain improvements upon the Real Property by Developer and certain tax increment financing rebates granted by the City.

1.4 “First Amendment” means the recorded amendment to the Development Agreement presently in force between the City and the Developer, filed in the office of the Recorder of Story County, Iowa, on August 25, 2023, as Instrument No. 2023-05942, as approved by City Resolution No. 23-466, which extended the November 30, 2023, deadline for the Developer to construct the First Speculative Building (as defined in the Development Agreement) until May 1, 2024.

1.5 “Second Amendment” means this instrument as signed by the parties hereto.

1.6 “Real Property” means the real property affected by this Second Amendment (together with all easements and servient estates appurtenant thereto) situated in Ames, Story County, Iowa, legally described as follows:

Lot 7, North Dayton Industrial Subdivision First Addition, Ames, Story County, Iowa;

AND

Lot 2, North Dayton Industrial Subdivision Second Addition, Ames, Story County, Iowa.

2 CIRCUMSTANCES/BACKGROUND. After the approval and recordation of the Development Agreement, the subject property has been subdivided twice: (1) On February 14, 2023, by

Resolution 23-075, the City approved North Dayton Industrial Subdivision, Ames, Story County, Iowa, which was filed with the Story County Recorder on February 21, 2023, as Instrument No. 2023-00969; and (2) On June 27, 2023, by Resolution 23-388, the City approved North Dayton Industrial Subdivision Second Addition, Ames, Story County, Iowa, which was filed with the Story County Recorder on June 29, 2023, as Instrument No. 2023-04341.

- 3 PENALTY FORBEARANCE.** Developer is constructing the First Speculative Building upon “Lot 7, North Dayton Industrial Subdivision First Addition, Ames, Story County, Iowa.” The titleholder of said property is Hunziker Construction Services, Inc. Developer has not complied with the deadline set by the First Amendment to construct the First Speculative Building by May 1, 2024, to a “shell condition” as that term is defined in the Development Agreement, Section II, Paragraphs 3 and 4. Under the terms of the Development Agreement (*at Section II, Paragraph 14*), Developer now owes to the City a \$15,000 penalty. At the request of Developer, the City agrees to forbear collecting the penalty until after June 28, 2024, and the City further agrees to waive the penalty if Developer completes the First Speculative Building by June 28, 2024, to a “shell condition” as required by the Development Agreement.
- 4 LAND PRICE CEILING AMENDMENT.** Developer has requested a one-time \$22,000 total increase in the *Land Price Ceiling* set in the Development Agreement (*at Section II, Paragraph 7*) for the property known as “Lot 2, North Dayton Industrial Subdivision Second Addition, Ames, Story County, Iowa” (hereinafter “Lot 2”). City and Developer agree that Developer may not transfer Lot 2 for a price greater than \$22,000 plus the Land Price Ceiling set in the Development Agreement (at Paragraph 7).
- 5 MAXIMUM TIF REBATE AMENDMENT.** Developer has requested an increase in the maximum amount of eligible TIF Rebate Payments set forth in the Development Agreement (*as defined in Section III, Paragraph 2*). City and Developer agree that the maximum amount of potential TIF Rebate Payments should be increased by \$151,687.05. All references to \$2,968,264.00 in Section III of the Development Agreement, which are set forth in Paragraphs 2, 3, and 4, are amended and \$3,119,951.05, is substituted in lieu thereof.
- 6 EXHIBIT ‘C’ AMENDMENT.** The third and final page of Exhibit ‘C’ attached to the Development Agreement, is hereby deleted and in lieu thereof, a revised and amended third and final page of Exhibit ‘C’ is substituted in lieu thereof.
- 7 CONTINUED FULL FORCE.** The Development Agreement and First Amendment shall continue to have full force and effect in accordance with the terms thereof, subject, however, to this Second Amendment. Except as modified herein, the Development Agreement and First Amendment are hereby reaffirmed in their entirety. This Second Amendment shall be binding upon all successors and assigns of the City and the Developer.

[S I G N A T U R E S O N S U C C E S S I V E P A G E S]

IN WITNESS WHEREOF, the necessary parties hereto, have executed this Second Amendment on the dates shown below.

[Developer & Owner of Lot 2, North Dayton Industrial Subdivision Second Addition, Ames, Story County, Iowa.]

**DAYTON AVENUE DEVELOPMENT,
LLC**

Dated _____, 2024.

By:

Charles E. Winkleblack, Manager

STATE OF IOWA, COUNTY OF STORY, SS.: This instrument was acknowledged before me on _____, 2024, by Charles E. Winkleblack, as Manager of Dayton Avenue Development, LLC.

NOTARY PUBLIC

[Owner of Lot 7, North Dayton Industrial Subdivision First Addition, Ames, Story County, Iowa.]

**HUNZIKER CONSTRUCTION
SERVICES, INC.**

Dated _____, 2024.

By:

Charles E. Winkleblack, President

STATE OF IOWA, COUNTY OF STORY, SS.: This instrument was acknowledged before me on _____, 2024, by Charles E. Winkleblack, as President of Hunziker Construction Services, Inc.

NOTARY PUBLIC

Passed and approved on _____, 2024, by Resolution No. 24-_____,
adopted by the City Council of Ames, Iowa.

CITY OF AMES, IOWA

Attest:

By:

Renee Hall, City Clerk

John A. Haila, Mayor

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2024, by Renee
Hall and John A. Haila, as City Clerk and Mayor, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC

EXHIBIT 'C'
(REVISED FINAL PAGE)

A17	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE, (DAYTON WIDENING)	STA	\$ 50.00	165.13	\$ 8,256.50
A18	PAINTED SYMBOLS AND LEGENDS, (DAYTON WIDENING)	EA	\$ 1,000.00	12.00	\$ 12,000.00
A19	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, (TYPE III SEED), (DAYTON WIDENING)	AC	\$ 2,500.00	1.50	\$ 3,750.00
A20	SILT FENCE OR SILT FENCE DITCH CHECK, (DAYTON WIDENING)	LF	\$ 4.00	890.00	\$ 3,560.00
A21	MOBILIZATION - DAYTON WIDENING - MANATTS	LS	\$ 15,000.00	1.00	\$ 15,000.00
A22	5% contingency based on \$668,797				\$ 33,439.00
					\$ -
				SUBTOTAL:	\$ 702,236.60
TOTAL OPINION OF IMPROVEMENT COST					

TIF rebate for infrastructure	\$2,203,330
TIF rebate for Dayton Road Widening	\$702,236
Total TIF rebate	\$2,905,566
Price increases for 2023???	

Additional Items Added Late:

6" Water Line for Fire Protection	\$26,280.00
Sanitary Sewer Line Addition to North Property Line	\$36,418.00
2024 Increase of Eligible Expense Amendment	\$151,687.05
Grand Total TIF Rebate	\$3,119,951.05

ITEM #: 46
DATE: 06-25-24
DEPT: P&H

COUNCIL ACTION FORM

**SUBJECT: MAJOR FINAL PLAT FOR THE BLUFFS AT DANKBAR FARMS
SUBDIVISION SECOND ADDITION**

BACKGROUND:

Friedrich Land Development Company, LLC is requesting approval of a Final Plat for The Bluffs at Dankbar Farms, Second Addition, a Major Subdivision that would create 15 lots for single family homes. The site is located along Cameron School Road just west of GW Carver. It is part of the larger Bluffs at Dankbar Farms Subdivision encompassing 87.19 acres (see Attachment A & B – Location Map & Proposed Final Plat). A Final Plat for The Bluffs at Dankbar Farms First Addition, consisting of only outlots, was approved in January of 2023. In May 2023 a Preliminary Plat with a PRD Masterplan was approved for a total of 150 lots and other development.

The Second Addition creates Lots 1-15 for single family detached housing and 6 Outlots (A, B, C, D, XX and WW) for various purposes, including stormwater treatment, detention, open space, greenbelt preservation, pedestrian access and future development. Cameron School Road will have right-of-way dedicated in Lot B. Cameron School Road will be the sole means of access to the Second Addition of the Bluffs at Dankbar Farms at this time. The lots in the proposed Second Addition of The Bluffs at Dankbar Farms will be directly served by two residential streets which are Erickson Avenue and Erickson Lane being dedicated in Lot A. Erickson Avenue will connect the Second Addition directly to Cameron School Road. Future Plats will include extension of the street network as approved by the PRD Phasing Plan.

With approval of Preliminary Plat last year, the City Council waived in its entirety the requirement for sidewalk installation west of Erickson Avenue along Cameron School Road due to topographic conditions and lack of future development planned to the west. However, City Council did not waive installation to the east but did decide to allow the developer to request future deferral of sidewalk installation east of Erickson Avenue along Cameron School Road with a future Final Plat. **The developer is requesting a deferral of sidewalk installation, east of Erickson Avenue along Cameron School Road in conjunction with this Final Plat as sidewalk installation would otherwise be required within three years of approval of the plat (See attachment C).**

Per Section 23.103 of the Ames Subdivision Code, City Council may grant a waiver or extended deferral to address timing of development improvements. The Developer is requesting the deferral of sidewalk installation to a future date beyond the standards three years deferral process. The sidewalk segment is now planned to be constructed along Cameron School Road in the right-of-way (Exhibit E). The improvement plan showing the future sidewalk has been reviewed by staff and is accepted as a feasible location. Although not specifically called out in the Public Improvement Agreement, sidewalks in general are part of the proposed financial security. The full release of the security for this addition will be dependent on its construction, unless otherwise approved by Council. With a deferral of sidewalk installation, the City would reserve the ability to require installation of sidewalk at a later date, but in any event, staff believes the sidewalk will be constructed no later than the final addition related to the Domani component of the PRD Plan.

The Preliminary Plat planned for a Greenbelt Easement to protect trees and create a resource protection area along the southwest portion of the subdivision for preservation woodland area. This Easement is being created with this Final Plat. The Greenbelt easement will protect the existing trees and maintain environmental resources within the Easement.

Public Improvements have been secured for in the amount of \$378,134.02 for remaining Public Improvements to be completed as part of this Addition which include street lighting, erosion control, pedestrian ramps, sidewalks, stormwater management, manhole adjustments and conservation management. A Letter of Credit has been received for the amount and a breakdown of items related to the Public Improvements has been reviewed and approved by Staff.

ALTERNATIVES:

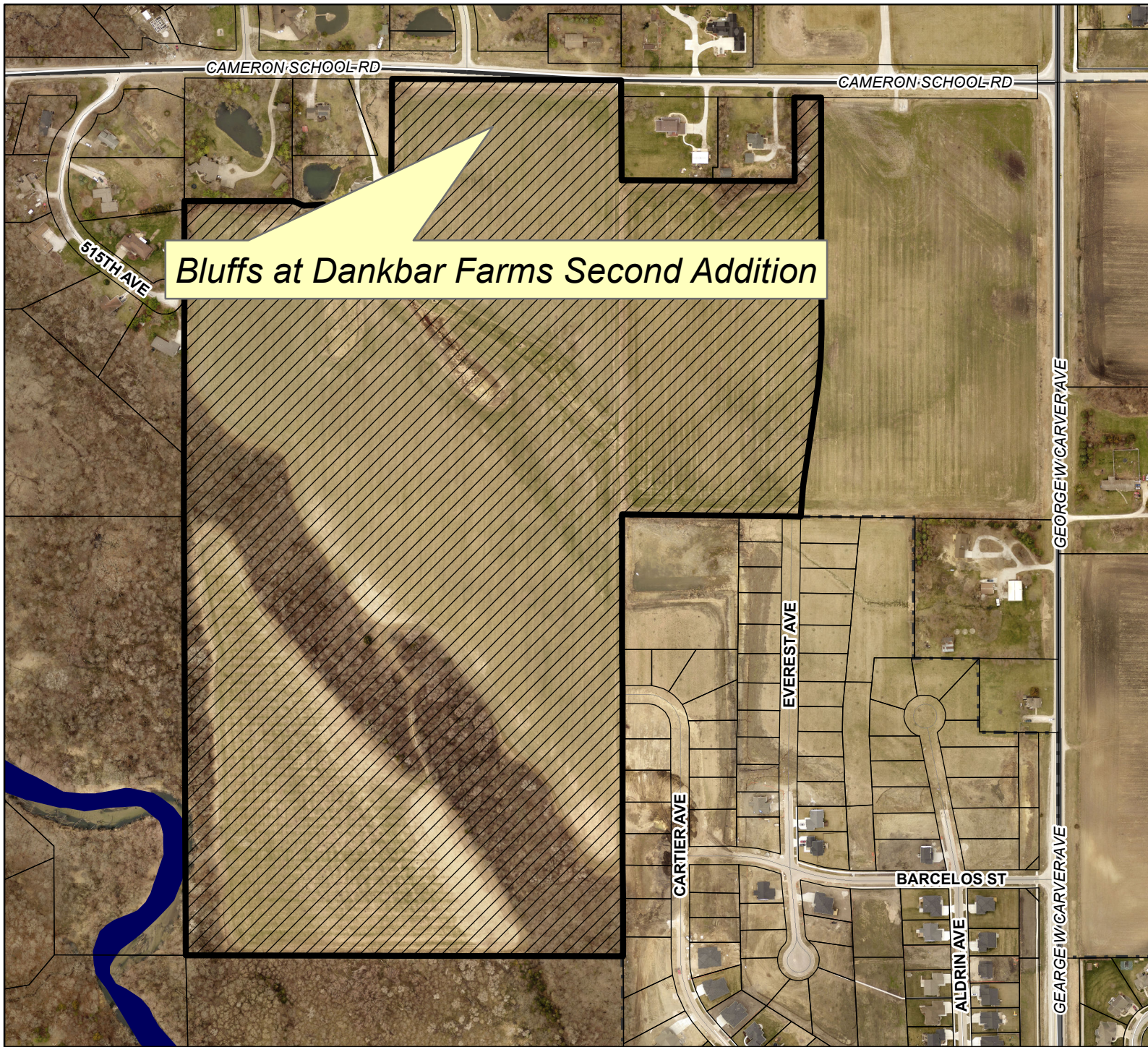
1. The City Council can approve:
 - a. The Final Plat of The Bluffs at Dankbar Farms Second Addition, based upon the findings that the Final Plat conforms to relevant and applicable design standards, ordinances, policies, and plans
 - b. The signed Agreement for Public Improvements and Agreement for Sidewalk and Street Trees with financial security
 - c. A deferral of sidewalk installation to a later date as determined by Council, but in no event later the last phase of the Domani PRD
2. City Council can approve the Final Plat for the Second Addition of the Bluffs at Dankbar Farms and require installation of sidewalk east of Erickson Avenue in conjunction with this Final Plat within three years as is typically required.
3. City Council can deny the Final Plat for the Second Addition of the Bluffs at Dankbar Farms if it believes the proposed Plat does not meet the City's subdivision standards in Chapter 23.
4. City Council can defer action on this item for 30 days and request more information from Staff or the Applicant.

CITY MANAGER'S RECOMMENDED ACTION:

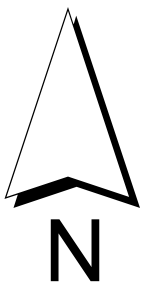
City Staff has reviewed the proposed Final Plat for The Bluffs at Dankbar Farms Second Addition and determined that the Plat meets the City's Subdivision Standards and is consistent with the PRD Phasing Plan. The requested sidewalk deferral from the Developer can be found to be justifiable based upon the nature of the Cameron School Road right-of-way and undeveloped nature of the area at this time. Plans for construction of the sidewalk in the future have been received and reviewed. The City will require installation of the sidewalk in the future, but no later than the final phase of the Domani PRD within the Bluffs at Dankbar Farms Subdivision. Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1.

ATTACHMENT(S):


- [Attachment A- Bluffs at Dankbar Farms Subdivision Location Map.pdf](#)
- [Attachment B-The Bluffs at Dankbar Farms Second Addition Final Plat.pdf](#)
- [Attachment C- Sidewalk Deferral Request.pdf](#)
- [Attachment D- Applicable Laws and Policies Pertaining to Final Plat Approval.pdf](#)
- [Attachment E- The Bluffs - Sidewalk Cross Section Cameron School Road.pdf](#)



The Bluffs at Dankbar Farms Subdivision



Legend

-  PARCELS
- STREET LABELS - ALL @ 50000FT
- Private
- - - ISU Road
- City Road
- County Secondary
- County Hwy
- State Hwy
- US Hwy
- US Interstate Hwy

INDEX LEGEND	
LOCATION	ALL OF OUTLOT 'YY', THE BLUFFS AT DANKBAR FARMS, FIRST ADDITION, CITY OF AMES, STORY COUNTY, IOWA
REQUESTOR:	DANKBAR MEUNCH DEVELOPMENT
PROPRIETOR:	FRIEDRICH LAND DEVELOPMENT CO., LLC. 100 6TH ST. AMES, IA 50010
SURVEYOR:	LUKE D. AHRENS, P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DR., AMES, IA 50010 (515)-233-6100

- LEGEND:**
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP #6586 (UNLESS OTHERWISE NOTED)
 - SET 1/2" x 24" REBAR WITH PINK PLASTIC CAP #24413 (UNLESS OTHERWISE NOTED)
 - SET 5/8" REBAR WITH PINK PLASTIC CAP #24413
 - ▲ FOUND SECTION CORNER (AS NOTED)
 - (R) RECORDED DIMENSION
 - I.D. INSIDE DIAMETER
 - X FENCE IN PLACE
 - P.U.E. PUBLIC UTILITY EASEMENT

LEGAL DESCRIPTION:

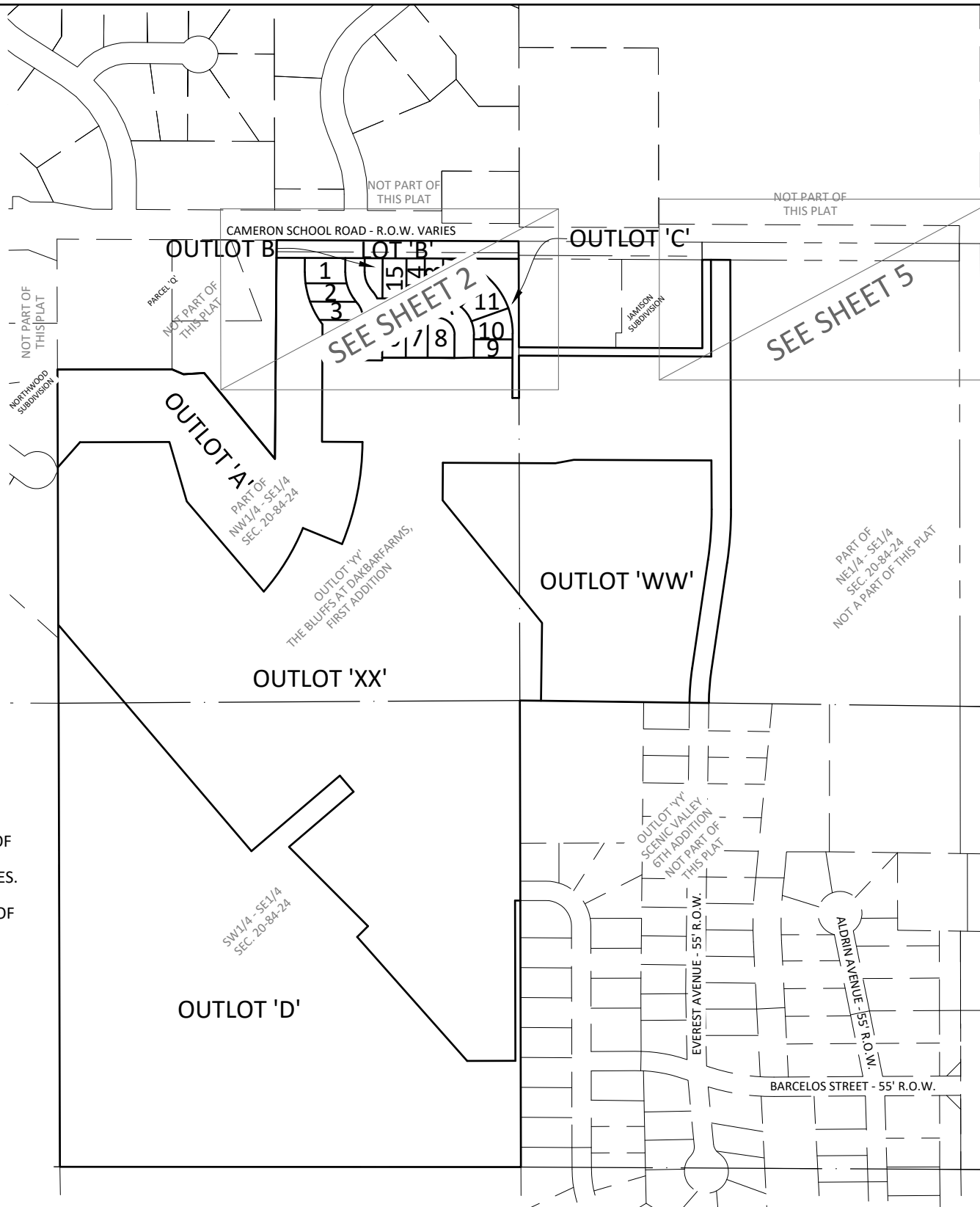
OUTLOT 'YY', THE BLUFFS AT DANKBAR FARMS, FIRST ADDITION, CITY OF AMES, STORY COUNTY, IOWA

NOTES:

1. THIS SURVEY MEETS OR EXCEEDS IOWA CODE 355.
2. THIS SURVEY IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
3. BEARINGS SHOWN ARE IOWA STATE PLANE NORTH, US SURVEY FOOT.
4. TOTAL AREA OF ADDITION = 87.19 ACRES OR 3,798,204.9 SQ FT.
5. SOIL BORINGS ARE REQUIRED IN AREAS WITHIN THIS PLAT WHICH HAVE BEEN IDENTIFIED BY THE CITY OF AMES AS HAVING SOILS THAT MAKE CONSTRUCTION OF BUILDINGS DIFFICULT.
6. LOT 'A' AND LOT 'B' TO BE DEDICATED TO THE CITY OF AMES FOR STREET PURPOSES.
7. OUTLOT 'A', OUTLOT 'B', OUTLOT 'C', AND OUTLOT 'D' ARE RESERVED FOR STORM SEWER, S.W.F.E., P.U.E., AND PEDESTRIAN EASEMENTS COVERING THE ENTIRETY OF THE LOT.
8. SEE SHEETS 2 THROUGH 5 FOR MORE DETAIL.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	6.76'	N37°51'28"W
L2	6.76'	N37°51'28"W
L3	1.90'	N0°15'37"E
L4	13.52'	N37°51'28"W
L5	37.78'	S89°44'23"E
L6	12.32'	S0°15'37"W
L7	50.00'	S0°26'28"W
L8	40.00'	N0°15'37"E
L9	40.00'	N0°15'37"E

LINE TABLE		
LINE #	LENGTH	BEARING
L10	40.00'	N0°15'37"E
L11	0.47'	S0°15'37"W
L12	67.80'	N89°44'23"W
L13	52.00'	N89°44'23"W
L14	52.00'	N89°44'23"W
L15	250.90'	S0°09'30"E
L16	245.57'	N89°45'30"W
L17	35.81'	N66°41'09"W
L18	58.70'	S86°17'38"W



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C1	32.09'	242.50'	7° 35'	32.07'	N3° 31' 51"W'
C2	32.35'	127.50'	14° 32'	32.26'	N7° 00' 26"W'
C3	43.11'	242.50'	10° 11'	43.05'	N12° 24' 53"W'
C4	46.60'	127.50'	20° 57'	46.34'	N24° 44' 46"W'
C5	10.58'	242.50'	2° 30'	10.58'	N18° 45' 24"W'
C6	48.23'	72.50'	38° 07'	47.35'	N18° 47' 55"W'
C7	58.60'	242.50'	13° 51'	58.46'	N26° 55' 45"W'
C8	15.79'	242.50'	3° 44'	15.79'	N35° 43' 04"W'
C9	48.23'	72.50'	38° 07'	47.35'	N18° 47' 55"W'
C10	22.24'	127.50'	10° 00'	22.21'	N32° 51' 38"W'
C11	14.27'	102.50'	7° 59'	948.07'	S85° 45' 07"E'
C12	56.44'	102.50'	31° 33'	357.29'	S65° 59' 27"E'
C13	50.86'	102.50'	28° 26'	356.49'	S36° 00' 05"E'
C14	74.61'	47.50'	90° 00'	67.18'	S44° 44' 23"E'
C15	39.44'	102.50'	22° 03'	245.29'	S10° 45' 46"E'
C16	137.79'	212.50'	37° 09'	377.99'	S67° 19' 35"E'
C17	107.80'	212.50'	29° 04'	368.68'	S34° 13' 01"E'
C18	73.97'	212.50'	19° 57'	709.65'	S9° 42' 42"E'

FOR RECORDER USE ONLY

© Bolton & Menk, Inc. 2024. All Rights Reserved.



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa

LUKE D. AHRENS L.S.
 LICENSE NUMBER 24413 DATE: _____
 MY LICENSE RENEWAL DATE IS 12/31/2025
 PAGES OR SHEETS COVERED BY THIS SEAL:
 PAGES 1 THROUGH 5

FINAL PLAT - THE BLUFFS AT DANKBAR FARMS, SECOND ADDITION
 ALL OF OUTLOT 'YY', THE BLUFFS AT DANKBAR FARMS, FIRST ADDITION, CITY OF AMES, STORY COUNTY, IOWA

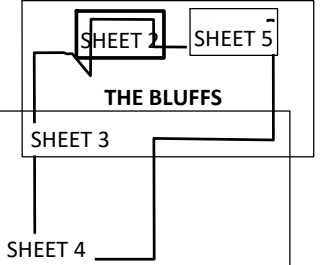
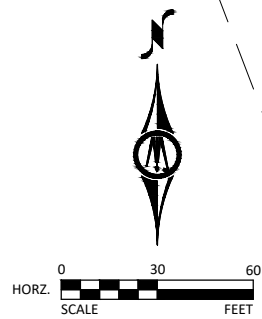
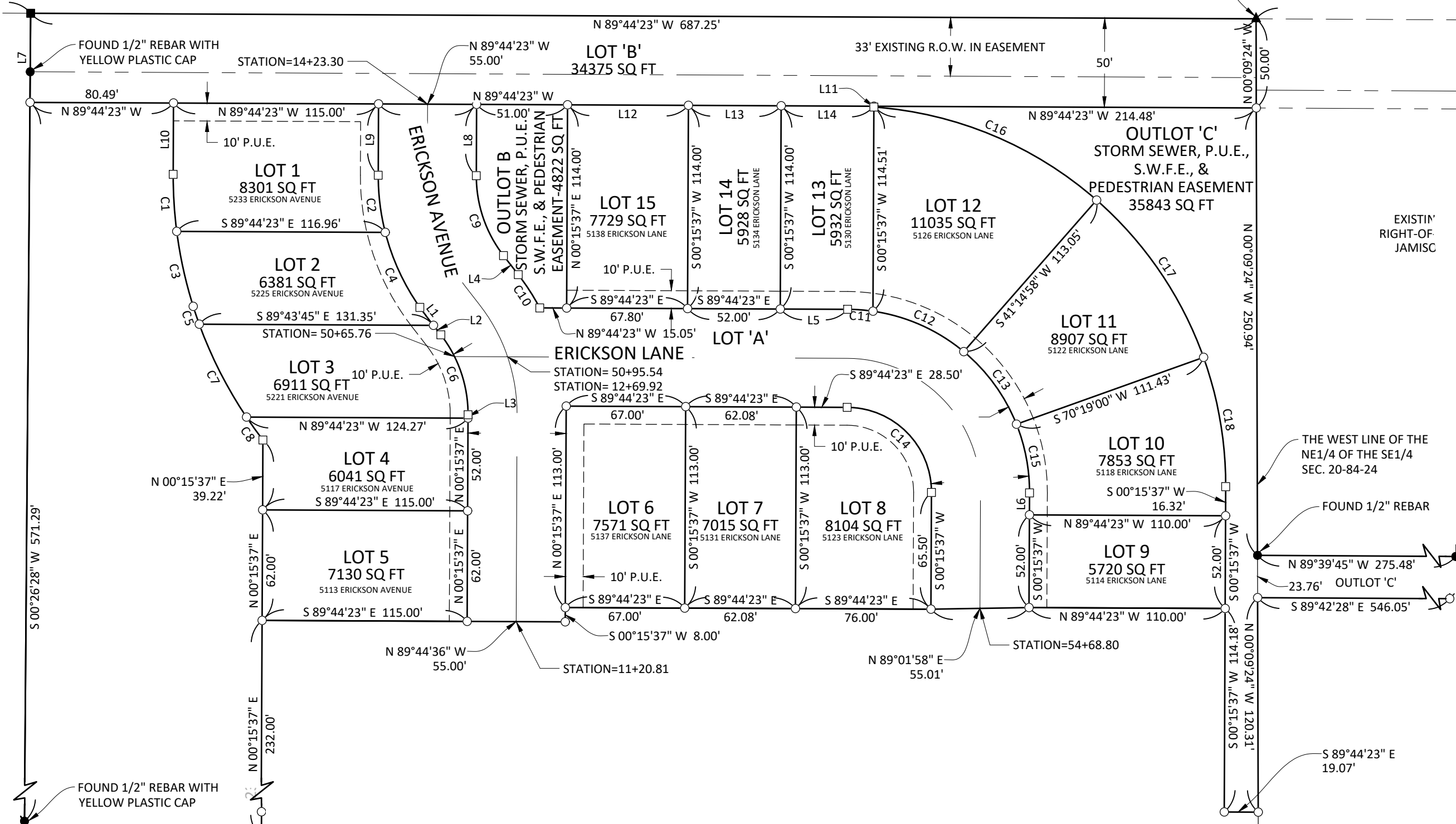


1519 BALTIMORE DRIVE
 AMES, IA 50010
 (515) 233-6100

SHEET
 1
 OF
 5

CAMERON SCHOOL ROAD - R.O.W. VARIES

NE CORNER
NW1/4 SE1/4
SEC.20, T84N, R24W
FOUND HEX HEAD BOLT



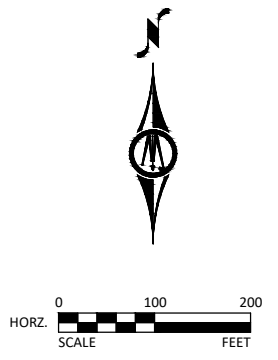
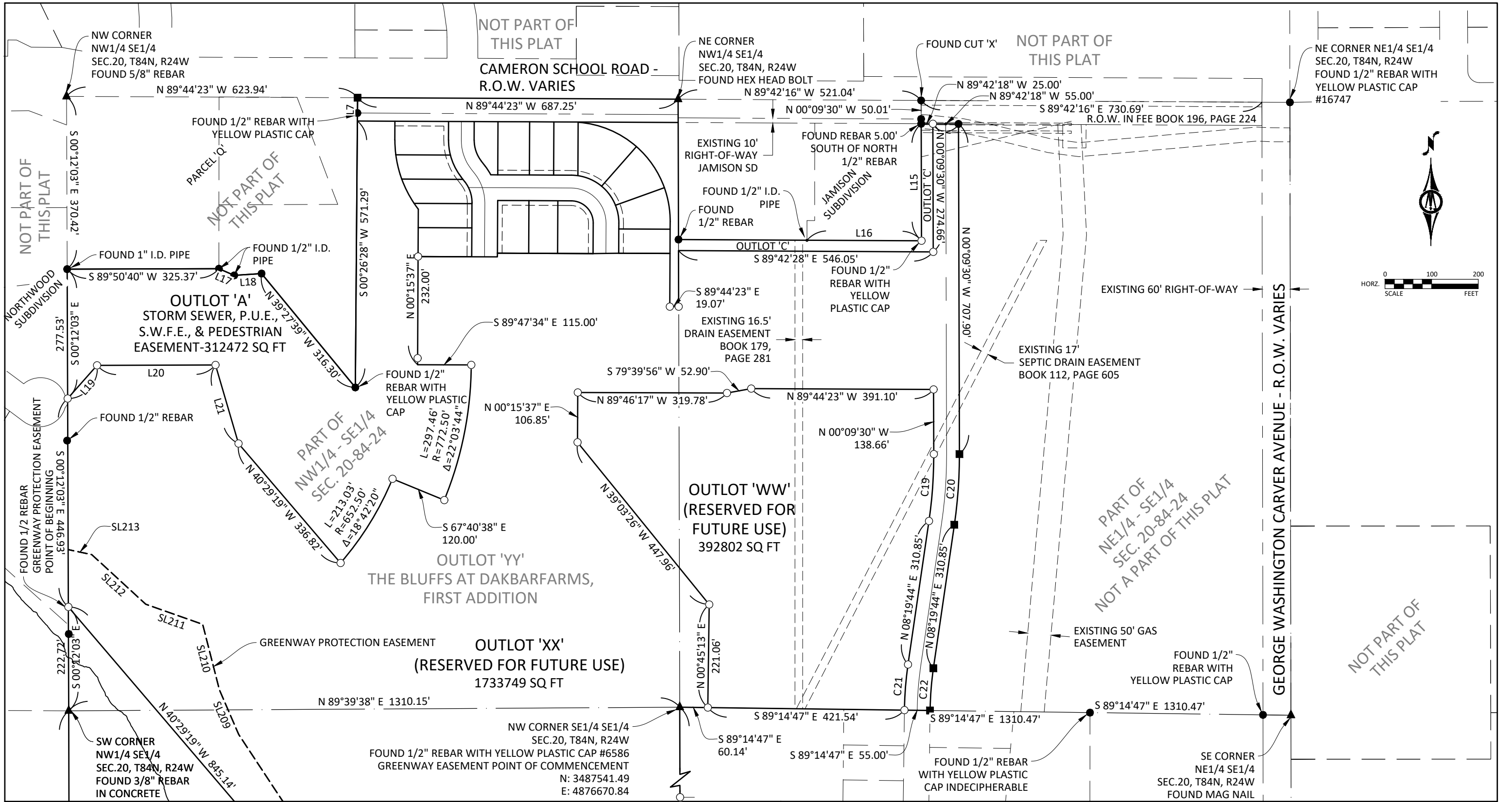
FINAL PLAT - THE BLUFFS AT DANKBAR FARMS, SECOND ADDITION
ALL OF OUTLOT 'YY', THE BLUFFS AT DANKBAR FARMS, FIRST ADDITION, CITY OF AMES, STORY COUNTY, IOWA



1519 BALTIMORE DRIVE
AMES, IA 50010
(515) 233-6100

SHEET
2
OF
5

© Bolton & Menk, Inc. 2024. All Rights Reserved.



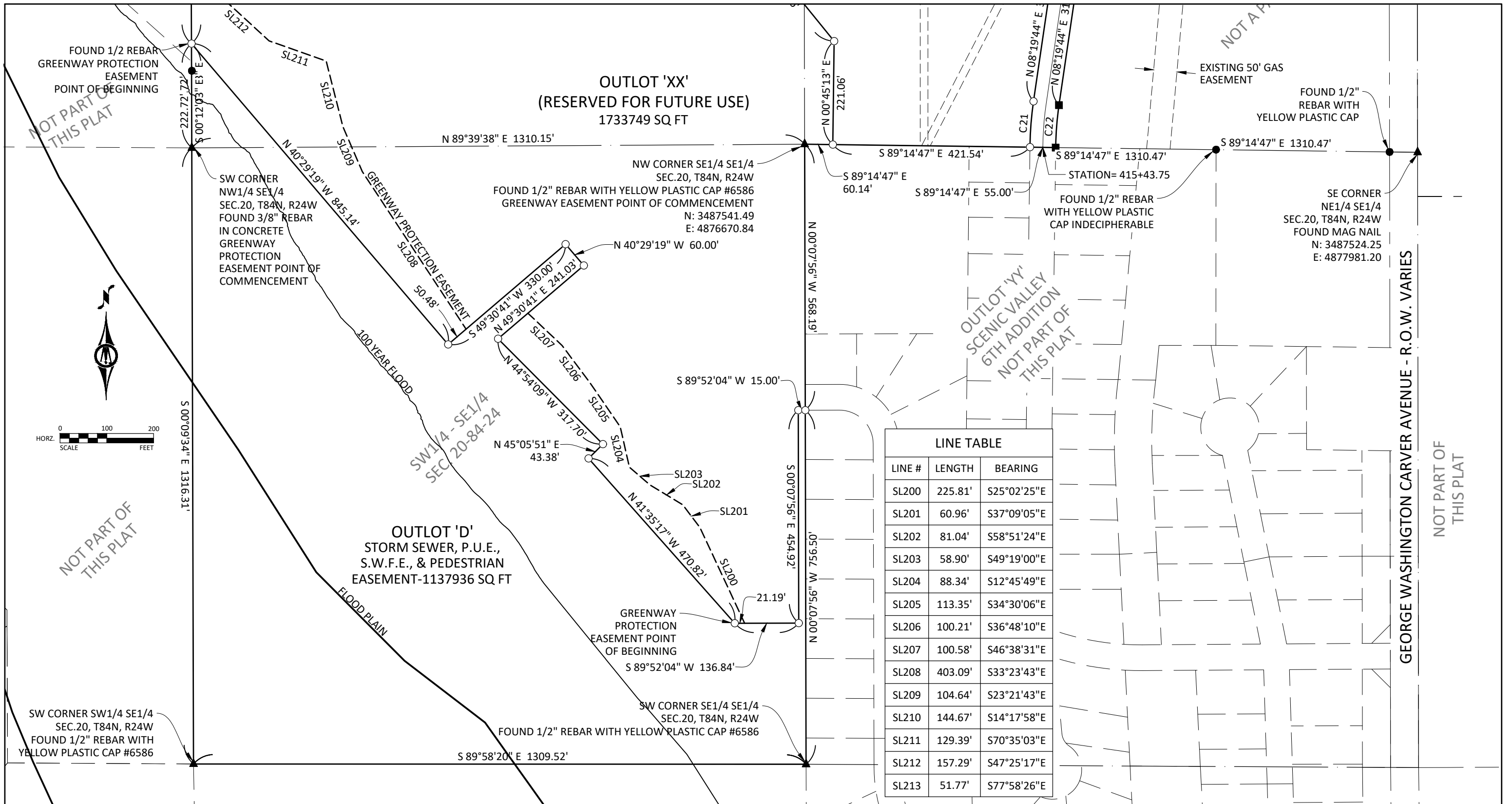
FINAL PLAT - THE BLUFFS AT DANKBAR FARMS, SECOND ADDITION
 ALL OF OUTLOT 'YY', THE BLUFFS AT DANKBAR FARMS, FIRST ADDITION, CITY OF AMES, STORY COUNTY, IOWA

BOLTON & MENK

1519 BALTIMORE DRIVE
 AMES, IA 50010
 (515) 233-6100

SHEET
 3
 OF
 5

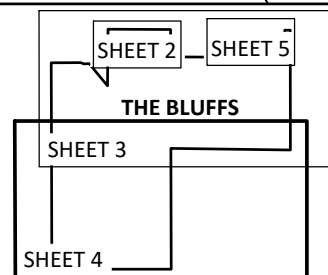
© Bolton & Menk, Inc. 2024. All Rights Reserved.



LINE TABLE

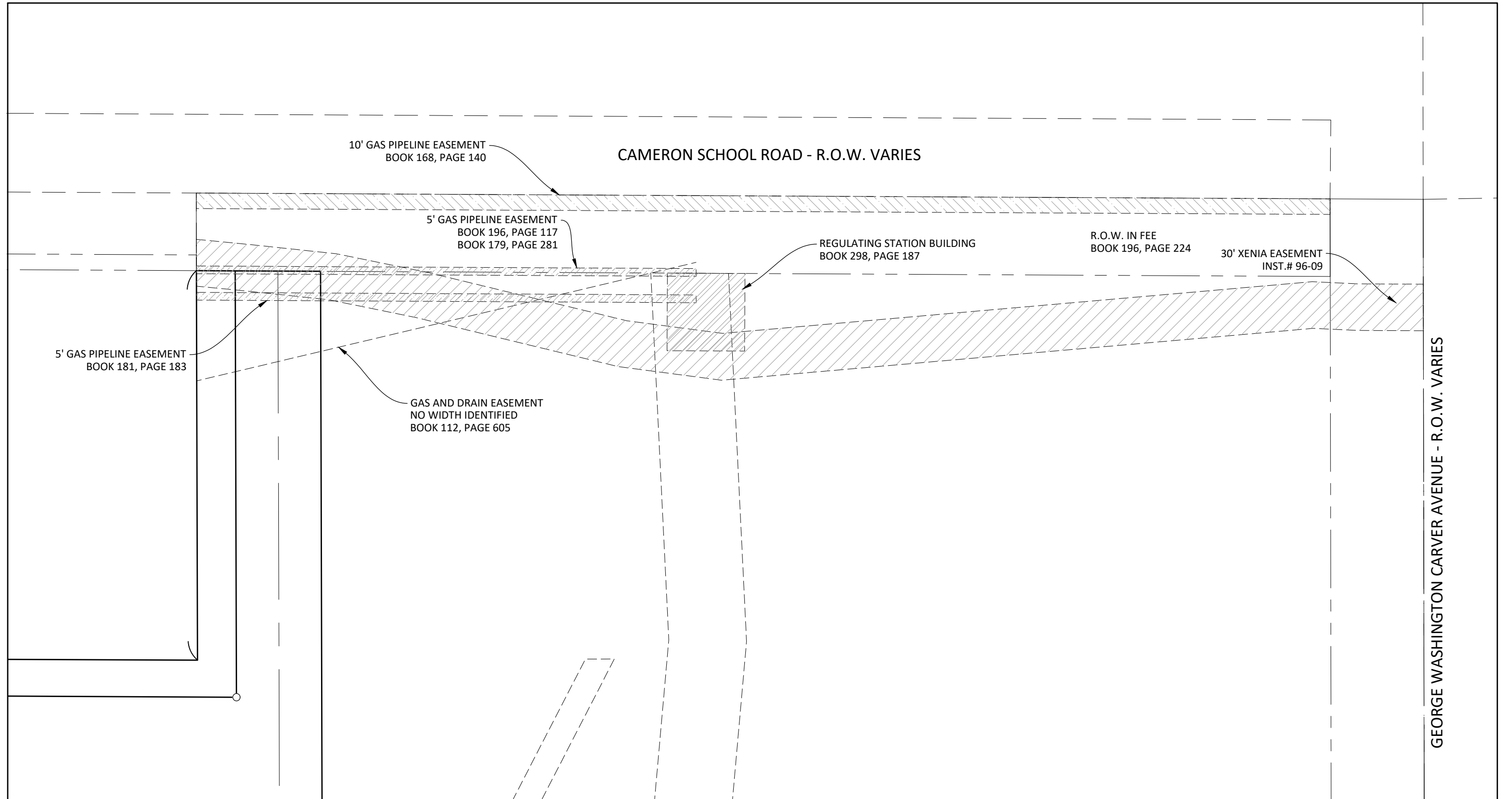
LINE #	LENGTH	BEARING
SL200	225.81'	S25°02'25"E
SL201	60.96'	S37°09'05"E
SL202	81.04'	S58°51'24"E
SL203	58.90'	S49°19'00"E
SL204	88.34'	S12°45'49"E
SL205	113.35'	S34°30'06"E
SL206	100.21'	S36°48'10"E
SL207	100.58'	S46°38'31"E
SL208	403.09'	S33°23'43"E
SL209	104.64'	S23°21'43"E
SL210	144.67'	S14°17'58"E
SL211	129.39'	S70°35'03"E
SL212	157.29'	S47°25'17"E
SL213	51.77'	S77°58'26"E

FINAL PLAT - THE BLUFFS AT DANKBAR FARMS, SECOND ADDITION
 ALL OF OUTLOT 'YY', THE BLUFFS AT DANKBAR FARMS, FIRST ADDITION, CITY OF AMES, STORY COUNTY, IOWA

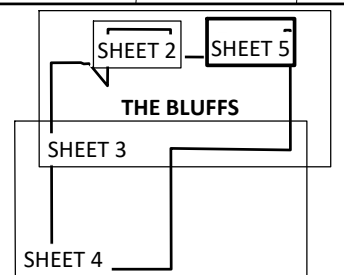
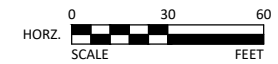


1519 BALTIMORE DRIVE
 AMES, IA 50010
 (515) 233-6100

SHEET
 4
 OF
 5



© Bolton & Menk, Inc. 2024. All Rights Reserved



FINAL PLAT - THE BLUFFS AT DANKBAR FARMS, SECOND ADDITION
 ALL OF OUTLOT 'YY', THE BLUFFS AT DANKBAR FARMS, FIRST ADDITION, CITY OF AMES, STORY COUNTY, IOWA



1519 BALTIMORE DRIVE
 AMES, IA 50010
 (515) 233-6100

SHEET
 5
 OF
 5



Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

June 17, 2024

Ames Mayor and City Council

RE: The Bluffs – 2nd Addition
Sidewalk Deferral Request

Dear Mayor and City Council.

I am writing on behalf of Friedrich Development to formally request the deferment of the sidewalk installation east of Erickson as part of the 2nd Addition final plat. This request aligns with discussions held during the approval of the preliminary plat at the City council meeting.

Sincerely,

Bolton & Menk, Inc.

Greg Broussard, P.E.

Principal Engineer

Applicable Laws and Policies Pertaining to Final Plat Approval

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

Ames *Municipal Code* Section 23.302

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

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

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

(c) The City Council may:

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

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

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

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

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

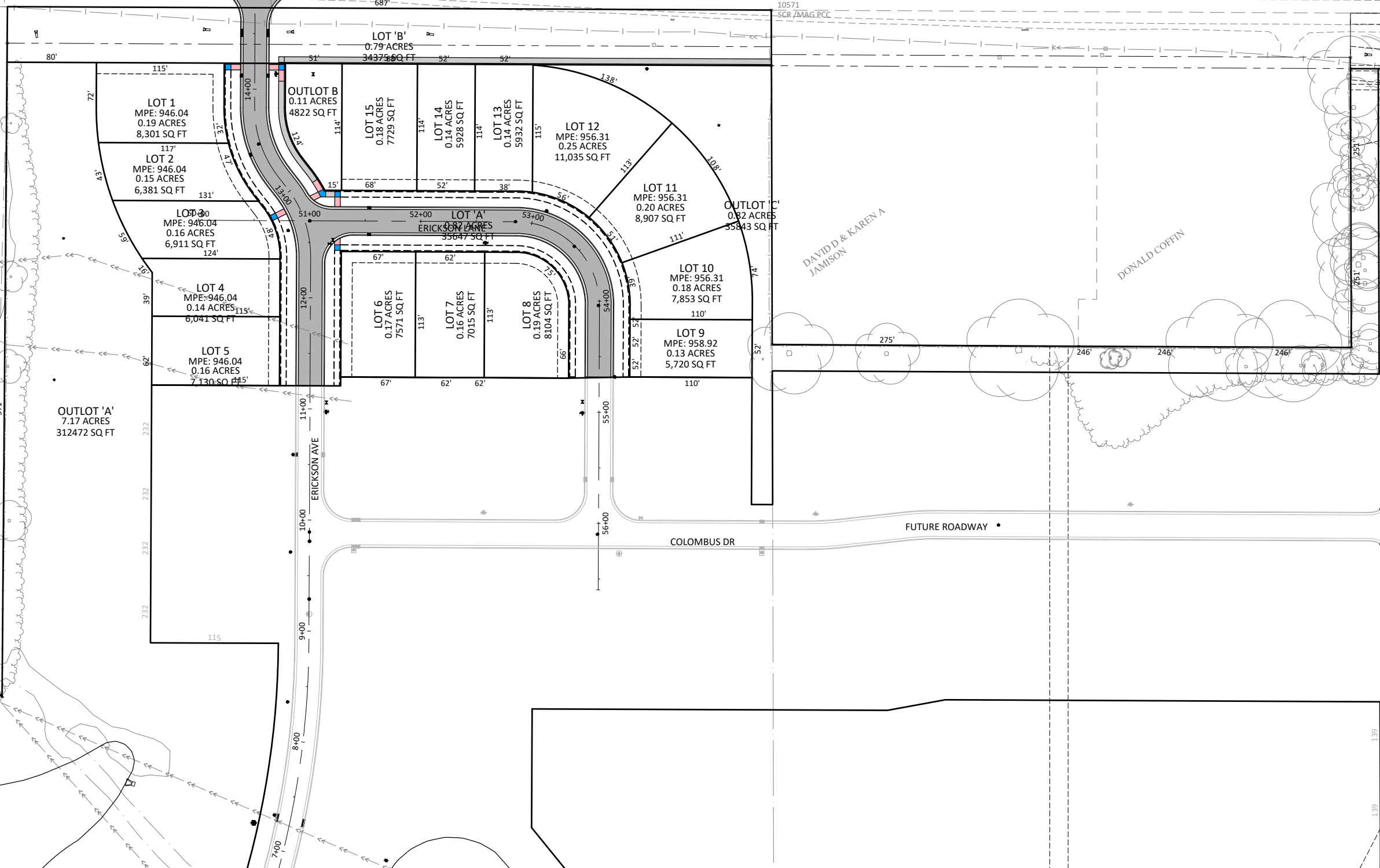
Ames *Municipal Code* Section. 23.103. WAIVER/MODIFICATION.

(1) Where, in the case of a particular subdivision, it can be shown that strict compliance with the requirements of the Regulations would result in extraordinary hardship to the Applicant or would prove inconsistent with the purpose of the Regulations because of unusual topography or other conditions, the City Council may modify or waive the requirements of the Regulations so that substantial justice may be done and the public interest secured provided, however, that such modification or waiver shall not have the effect of nullifying the intent and CHAPTER 23, Page - 3 purpose of the Regulations. In no case shall any modification or waiver be more than necessary to eliminate the hardship or conform to the purpose of the Regulations. In so granting a modification or waiver, the City Council may impose such additional conditions as are necessary to secure substantially the objectives of the requirements so modified or waived.



CAMERON SCHOOL ROAD

10571
SCR /MAG.PCC



DAVID D & KAREN A
JAMISON

DONALD COFFIN

TIMOTHY & JESSICA
HIBBING



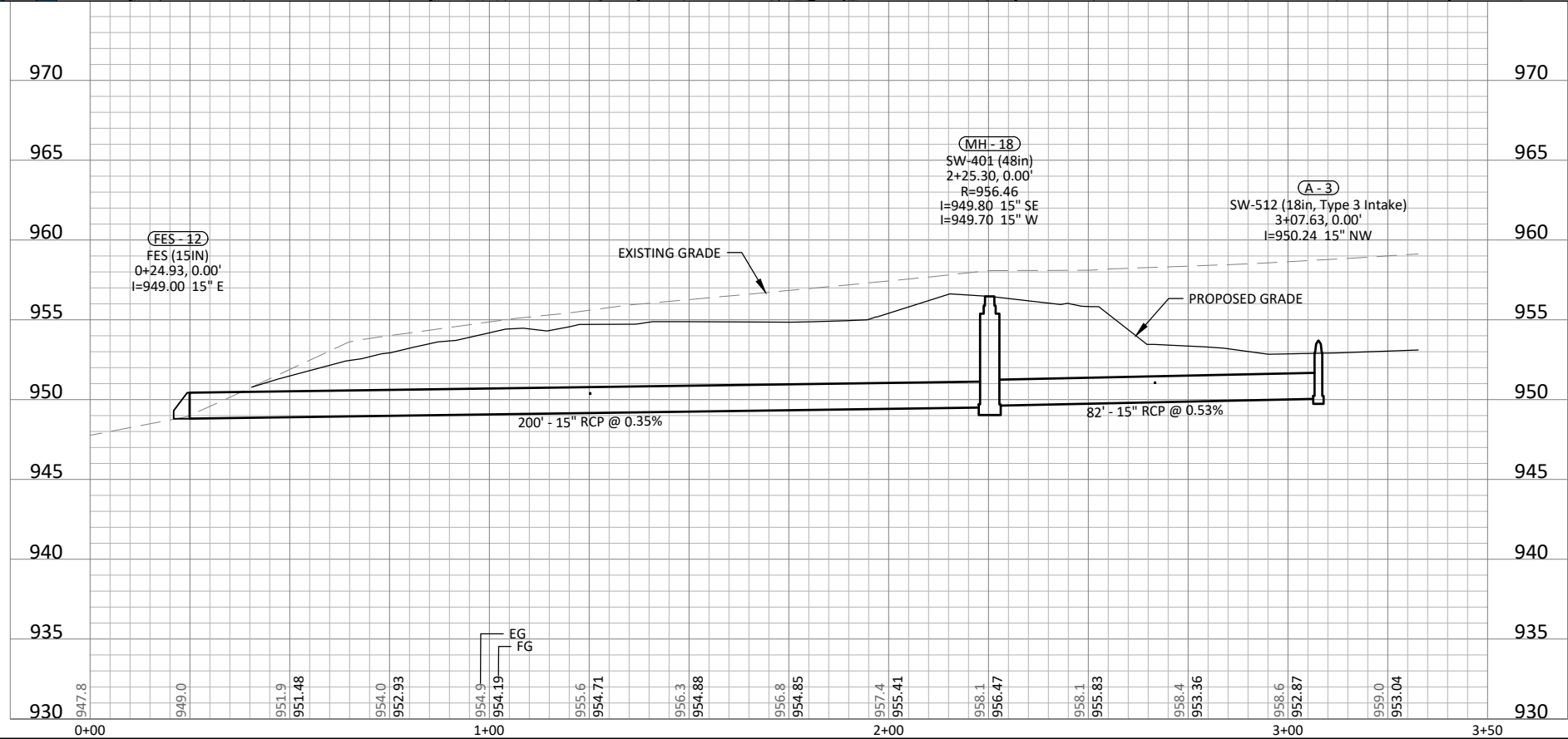
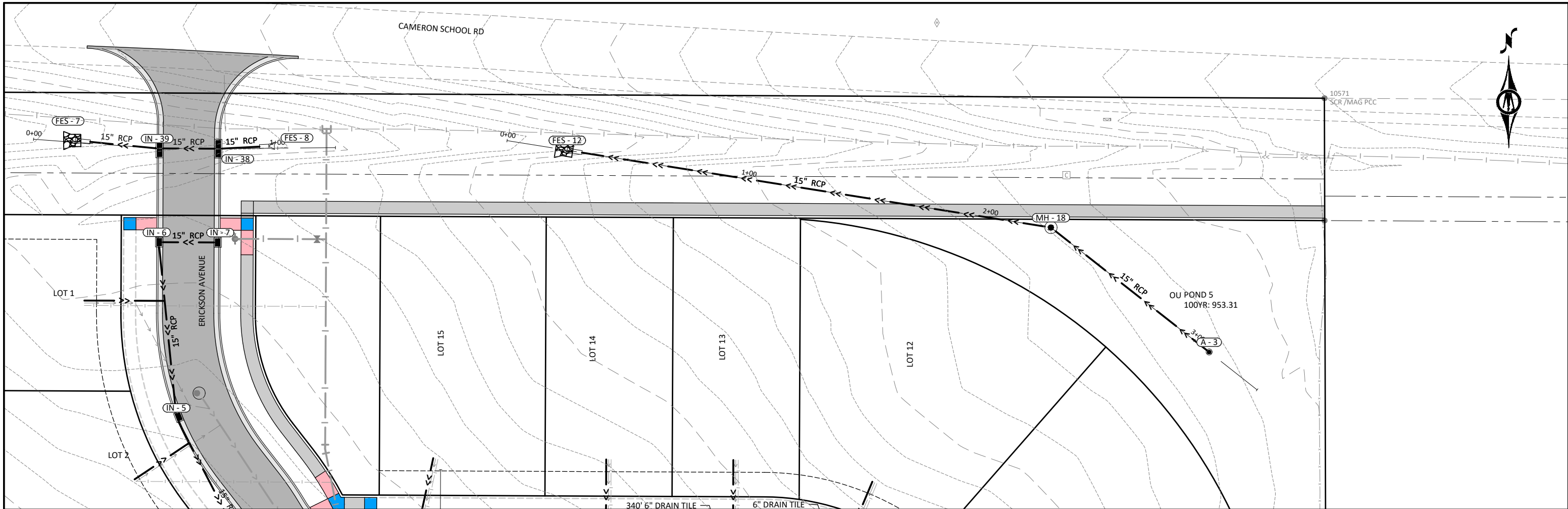
1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
TLB			
DRAWN			
TWA			
CHECKED			
GAB			
CLIENT PROJ. NO.			
0A1.126833			

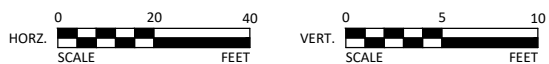
FRIEDRICH LAND DEVELOPMENT LLC
THE BLUFFS AT DANKBAR FARMS
PLAN SHEETS

SHEET
D.01
233

© Bolton & Menk, Inc. 2023. All Rights Reserved.
\\P10011126833\CAD\CD\126833.DWG 6/13/2024 10:23:52 AM



© Bolton & Menk, Inc. 2023. All Rights Reserved. ALYMERICA_P0101126833_CAD/CD/126833M01.dwg 6/13/2024 10:27:23 AM



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
TLB			
DRAWN		TWA	
CHECKED		GAB	
CLIENT PROJ. NO.	0A1.126833		

FRIEDRICH LAND DEVELOPMENT LLC
THE BLUFFS AT DANKBAR FARMS
STORM SEWER PLAN AND PROFILE

SHEET
M1.08
234

Staff Report

PROCESS TO REZONE 113 NORTH DAKOTA FROM RESIDENTIAL LOW DENSITY (RL) TO RESIDENTIAL MEDIUM DENSITY (RM) WITHIN URBAN CORRIDOR DESIGNATION

June 25, 2024

BACKGROUND:

The City Council initiated a referral for a staff memo on May 28 for a request from Luke Jensen of RES Development regarding the property at 113 North Dakota (See Attachment A). City Council reviewed a staff memo on June 18th and directed that this item be placed on an agenda for discussion.

The subject property is 1.69 acres and is located at the northwest corner of North Dakota and Lincoln Way. It currently is zoned RL (Residential Low Density). Ames Plan 2040 designates the site as part of an Urban Corridor (UC) designation (See Attachment B – Plan 2040 Future Land Use Map Excerpt).

The site is presently undeveloped—the single-family dwelling that occupied the property was demolished in 2023. The site was once the subject of a request to designate it as commercial for construction of an office building. This was one of the reasons the site, along with abutting properties, were designated UC within Ames Plan 2040.

RES Development recently acquired the property and desires to develop it as medium-density residential. The developer does not believe standalone commercial is viable at the site, as it lacks Lincoln Way frontage, its topography includes steep slopes, and its access is limited to right-in and right-out from North Dakota. RES Development has presented several concepts to staff, including an 18-unit townhome concept. Although the site is designated as UC, it is still zoned RL. The current RL zoning allows a maximum of 7.26 units per acre or 12 units on a 1.69-acre site (access and other requirements may decrease the actual development yield on the subject property). The RL District does not allow townhomes.

Luke Jensen, RES Development, requested that the City Council determine the process to rezone the property to Residential Medium Density (RM) within the UC Designation (see Attachment A - Request) to facilitate residential development. **While the developer desires a greater density and different residential type than allowed in the RL District, the UC designation also has goals for redevelopment and intensification related to enhancing the Lincoln Way corridor (See Attachment C - Plan 2040 Excerpt). The question before Council is whether these two goals can be compatible, and if so, the process to follow in rezoning the property.**

There are two main issues under the UC designation to developing the site as requested by RES:

1. As a new designation, UC does not have a direct implementing zoning district

This issue is similar to the Campus Garage rezoning request of 2023, where City Council determined that NC (neighborhood commercial) could be an implementing zone of UC for that site. However, while NC could be applied to current request, the applicant does not desire to develop commercial space

with residential uses, as allowed within NC.

2. While the UC District contemplates medium- and high-density housing as part of a mixed-use development, it does not directly address medium- and high-density housing development as a standalone development without a commercial component

The UC designation is focused on intensifying uses in relation to the multi-modal corridor along Lincoln Way. This includes primarily commercial uses and secondarily housing.

The developer believes the UC designation’s intent supports not only mixed-use development, but in appropriate areas, higher density housing options. If City Council concurred, they could allow for a rezoning application. If they did not concur, the applicant would need a Plan 2040 land use designation amendment and a rezoning to do standalone residential.

OPTIONS:

In response to the developer's request for residential development within the UC designation, staff has prepared several options for Council's consideration.

Option 1 - Interpret that medium-density housing can be consistent with UC and initiate a rezoning to RM with a PUD Overlay. (Developer's Request)

To directly allow for the rezoning request to RM, City Council would need to interpret that it is an appropriate corresponding zoning district for Plan 2040’s UC designation. Plan 2040 includes development guidelines for each designation that are meant to assist in consideration of zoning and development consistency with the Plan's goals. **The UC designation includes a development guideline to “incorporate medium- and high-density residential use on underused sites, unnecessary parking areas, and gaps along corridors, including Lincoln Way.” Based on this development guideline, it may be interpreted that RM is an implementing zoning district.**

Staff believes Planned Unit Development (PUD) Overlay Zone would be necessary as part of a rezoning to RM to govern any future site plan layout for parking, circulation, landscaping, and other site design features to ensure there is appropriate interface with the street and the development meets the goals for the UC designation and for high-quality infill development.

Although the site is under the typical 2-acre minimum size threshold of a PUD Overlay, a PUD Overlay can be established for the site if initiated by the City Council in response to the presence of environmentally sensitive areas. Given the site’s steep slopes and proximity to Clear Creek, Plan 2040 designates a portion of the site as Open Space. **Staff believes it would meet this acreage exception.** Once a formal rezoning application is submitted it would then be evaluated for consistency with the UC designation.

Option 2 - Initiate a land use designation change to RN-3 with a concurrent rezoning to RM and PUD Overlay to change from commercial/mixed use emphasis of the UC designation.

If standalone residential is not determined to be allowed in UC, the applicant desires to still pursue medium density development. If City Council supports residential through a land use change, RN-3 would be appropriate given the request and the existing conditions. A land use amendment could be initiated concurrently with the rezoning to RM. With this process, staff would recommend that

Council also initiate a rezoning to the PUD Overlay Zone to address the same issues identified under Option 1.

Option 3 - Direct staff to write an implementing zoning district for UC that addresses standards for mixed-use, commercial, and stand-alone housing development.

This is an implementation step of Plan 2040 and is necessary to support the goals of the UC designation long-term. **However, in order to proceed with this option it would need to be prioritized in the work plan.** If Council does not elect this option, the implementing zone will be addressed as part of the comprehensive Zoning Ordinance update staff will begin work on this fall. Completion would likely be no earlier than spring 2026.

Option 4 - Take no action with a preference for commercial or mixed-use on the site.

If Council takes no action to change the site to a higher-density residential zoning district, the site will likely need to be rezoned to a commercial zoning district to implement the priorities of the UC designation for commercial development with a residential as a mixed-use component. It would likely delay the development of the site until such time that adjacent properties are also developed, making commercial or mixed-use development a viable option.

STAFF COMMENTS:

The immediate desire and viability of the site to be developed with commercial uses appears to be quite limited. The original commercial request included consideration of multiple sites and development was, in part, to be tailored to a specific user for the North Dakota site. **Staff concurs with RES Development that the site has limited potential for general commercial use as a standalone site due to its frontage limitations.** The applicant indicated they spoke with the adjacent property owners to the west and there is no interest in developing at this time.

Provided Council believes that development of housing is desirable on the subject site, the first three options are all viable. In all versions of residential development, a PUD Overlay would be needed. Interpreting that medium-density housing within a PUD Overlay can be consistent with UC (Option 1) would be the most expedient option to facilitate the development.

ATTACHMENT(S):

[Attachments A - C.pdf](#)

Attachment A- Request

Schoeneman, Amelia

From: Luke Jensen <luke@resgi.com>
Sent: Monday, May 13, 2024 12:54 PM
To: City Council and Mayor
Cc: Schoeneman, Amelia; Schainker, Steve; Diekmann, Kelly
Subject: Referral Request - 113 N. Dakota

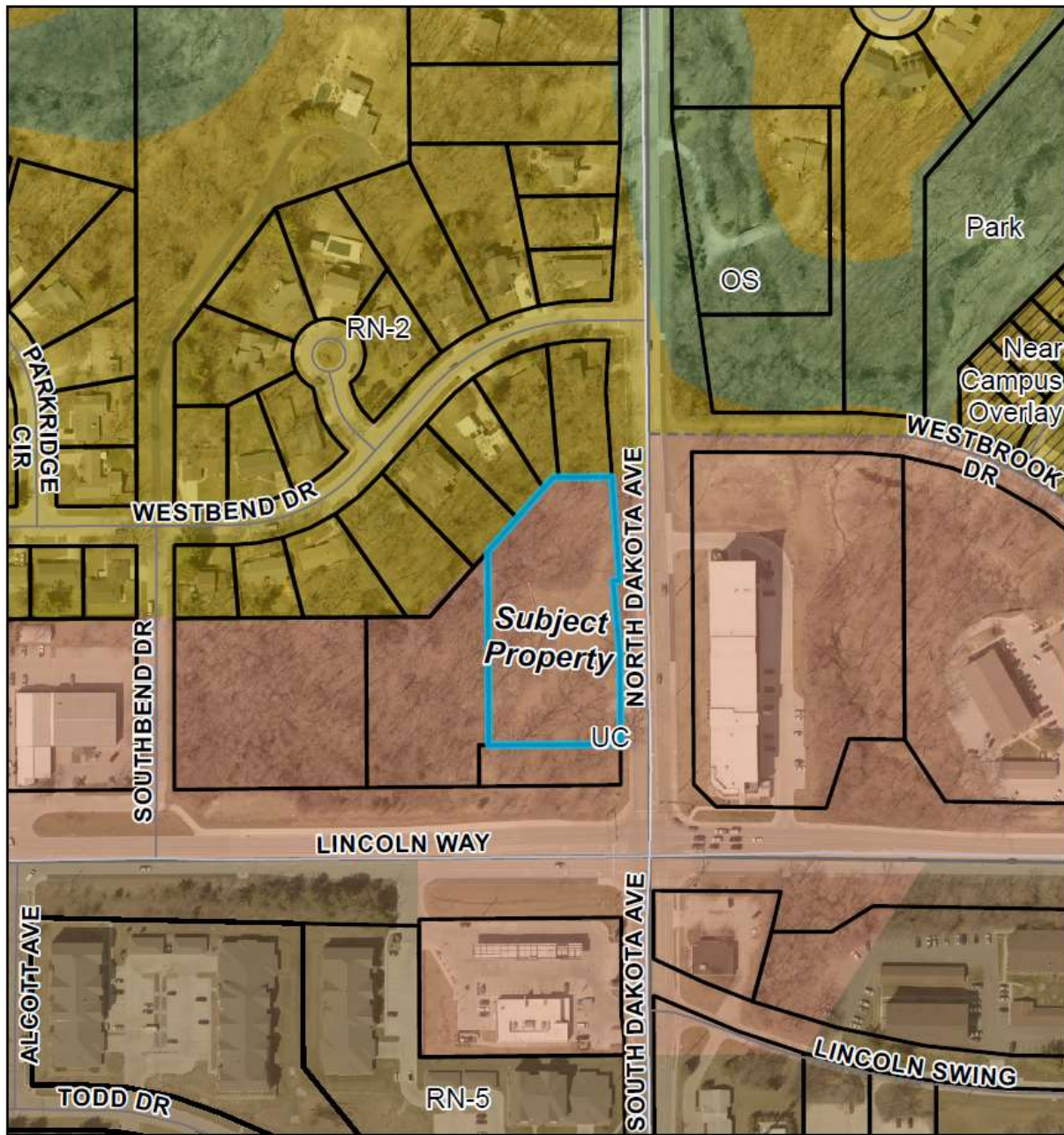
[External Email]

Mayor and City Council,
RES Development recently acquired 113 N. Dakota (NW Corner of Lincoln Way and North Dakota). The property's future land use is in the new Urban Corridor Designation according to Ames Plan 2040. I want to develop a residential medium density infill project on this site. In working with staff on preliminary concepts, they directed me to request a referral to layout possibilities to allow residential use in the Urban Corridor designation for your consideration. I kindly ask you to refer this letter to staff for a report/memo so we have direction on how to best move forward.
Thank you in advance,
Luke
--

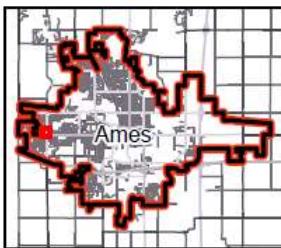


LUKE JENSEN, CCIM
RES Properties | RES Development
2519 Chamberlain St., Ste 101
Ames, IA 50014 | 515.290.3487
Licensed Real Estate Broker in the State of Iowa

Attachment B- Ames Plan 2040 Future Land Use Map Excerpt and Location Map



Ames Plan 2040 Future Land Use Map



- Legend**
- ▬ Parcels
 - Future Land Use
 - Residential
 - Neighborhood 2 - Established (RN-2) Residential
 - Neighborhood 5 - Multi-family (RN-5) Residential
 - Urban Corridor
 - Park/Recreation
 - Open Space
 - Near Campus Overlay



Attachment C - Ames Plan 2040 (excerpt) Urban Corridor Policy Table

LAND USE: CATEGORIES

Urban Corridor

- » Major strategic arterial corridors, initially on Lincoln Way but potentially extending to avenues, mixed-use avenues, boulevards, and thoroughfares.
- » Connect regional, community, and neighborhood mixed-use nodes.
- » Auto-dominated public environment and typical development pattern, emphasizing visible parking and road access. Typically include CyRide service.

- » Potential for denser redevelopment with more efficient site design, reuse of unnecessary parking, infilling of left-over sites.
- » Dominant commercial uses but may include residential and sometimes maker and service uses. Older lower-density residential can be in poor condition.
- » Different community roles and business mixes, with high public visibility.

APPLICABLE EXISTING ZONING CATEGORIES

- » O-LMU Lincoln Way Mixed Use Overlay District as a pattern for other corridors

GOALS

- » Increase diversity of uses along major corridors and recognize their potential as mixed-use urban districts.
- » Encourage positive evolution of corridors through application of Corridor Urbanism principles: respect for past development patterns and existing businesses; increasing the number of people living along appropriate corridors; capitalizing on opportunities presented by oversized parking lots, vacancies, and underused sites; improving transportation function for all modes; and enhancing the street environment.
- » Increase connectivity and improve accommodation for active transportation modes along major streets.

DEVELOPMENT GUIDELINES

- » Manage street access and increase parking efficiency by consolidating access points, interconnecting parking lots, and sharing common access points.
- » Incorporate medium- and high-density residential use on underused sites, unnecessary parking areas, and gaps along corridors, including Lincoln Way.
- » Re-purpose aging and outdated buildings.
- » May require specific development plans that establish intensity and density ranges for different contexts.
- » Improve pedestrian connections from public domain to business entrances.

PUBLIC ACTIONS

- » Complete corridor development plans using the Lincoln Way model for other candidate corridors. Re-evaluate parking requirements and design standards.
- » Create a new mixed-use urban corridor zoning base or overlay district, reflecting permitted uses and revised standards.
- » Improve accommodations for transit users on key routes, with shelters/stations, arrival information, bicycle parking, and other amenities.
- » Reinvest in the public street environment. Organize corridors increasingly as "districts" with common theming, promotion, and maintenance.
- » Consider development incentives for development projects consistent with specific corridor plans.



ITEM #: 48
DATE: 06-25-24
DEPT: P&H

COUNCIL ACTION FORM

SUBJECT: DRAFT RFP FOR DEVELOPMENT OF SURPLUS CITY LAND AT HARRISON AND WELBECK

BACKGROUND:

On May 14, City Council received a report from Planning staff regarding the potential development of a 1.7-acre surplus property at the intersection of Harrison and Welbeck. Staff outlined a presentation provided at a neighborhood meeting concerning potential development of the site as well as the neighborhood feedback related to developing the site. Seven neighbors also spoke at the meeting emphasizing their interest in the site remaining as informal open space and for it to not be developed. **At the conclusion of the discussion, City Council directed staff to prepare a draft RFP for development of the site in accordance with: 1) provisions of Ames Plan 2040 for infill housing, 2) the Council Value of diverse housing options for the community; and the Council Goal to increase quantity and variety of single- and multi-family housing units at various price points or rental rates related to new construction and rehabilitation of existing homes.**

City Council also supported in the motion directing staff to maintain a "sizable open space" component as part of the RFP process.

OPEN SPACE:

With City Council's direction, staff explored how open space could be part of the development of the site. Staff believes it is important to define this expectation now to allow for anyone responding to the RFP to have a clear understanding regarding how the site will be used. Staff has two primary issues related to the open space idea that would influence the RFP: 1) intended size and 2) ownership and maintenance obligations. For the RFP, it would need to be clear to a potential developer what area would be set aside and if their homebuyers would incur a maintenance responsibility for the open space.

The overall development potential of the site is estimated to be 5-12 housing units. Development concepts presented at the neighborhood meeting included versions of detached homes on standard or small lots as well as for attached townhomes. No general open space was part of the original presentation. At the May 14th meeting, the City Council supported a preference to organize the development around common shared open space as a pocket neighborhood or with small lot homes as described by staff, but through their motion asked for general open space to also be part of the RFP.

Staff generally believes that open space for public use is best located adjacent to highly visible areas, in this case along Harrison would be ideal for visibility while maintaining privacy of the small lot development. Staff has prepared various open space set-aside examples along Harrison to illustrate how the space would function and how it could impact use of the site with a prototype detached housing layout (see attached examples). Staff did include one option that illustrates an example of open space at the rear of the site to contrast with a front location. The following is summary of these options.

Option 1 is a baseline condition with no general open space required. The baseline example illustrates

a 12-unit small lot development layout.

Option 2 is a set aside for a small "tot lot" playground component in an area less than 5,000 square feet located along Harrison. An example of this type of feature is the small playground equipment space at Moore Memorial Park south of the shelter. Development options could yield 10 detached homes with this type of open space requirement.

Option 3 is a larger area of roughly 10,000 square foot as a rectilinear open space ranging from 50-75 feet in width and 180 feet in depth. The size is similar to the Old Town Park on Douglas Avenue. The intent in this case is for just a large open area with no specific improvements. For comparison, 10,000 sq. ft. is roughly the combined area of two of the back yards of homes abutting the site to the north. Staff believes that this amount of open space would further reduce detached dwellings to a potential total of nine detached homes compared to the baseline example

Option 4 is the largest open space that could still yield potentially a usable small lot development area. It is sized at 17,000 square feet, ranging in width from 50-100 feet and 205 feet of depth. The intent is a large open space with no improvements. Development of the site becomes more complicated for circulation and access to homes with this option because development is completely to the back of the site. Using a Pocket Neighborhood concept with small, detached units and limited use of garages may allow for seven homes total, but the costs and configuration are likely not appealing to a developer.

Option 5 creates a large 1/2 acre (21,780 square feet) open space with a different design layout of four standard lots on a cul-de-sac. The length of the infrastructure extension in this option may be a cost deterrent to this concept even though the lots would be marketable.

Option 6 creates a rear area and is the largest overall area at approximately 23,500 square feet, which is slightly larger than a half-acre. The overall dimensions are rectilinear of approximately 275 feet by 90 feet. The layout provides for 10 small lot home sites and includes a walkway for the public access to the rear of the site. While the layout is feasible for development and the open space dimensions are the most usable, its location at the rear of the site likely reduces its attractiveness for general neighborhood use and overall value.

If a larger open space is part of the project, staff believes the intent of the open space request from Council was for broader neighborhood use rather than as an amenity to development itself. Parks and Recreation has not indicated a need for additional park land on this site and staff does not believe the development of 5-10 houses can support private open space managed by the development that is then for public use. The land could be reserved as public land and not designated or improved as a park, as currently is the case, with or without the development homebuyers having responsibility for it. Another option would be to see if the Bloomington Heights Neighborhood had an interest in acquiring the open space to manage.

To finalize the RFP, staff needs direction regarding how to describe City Council's intent for setting aside open space with development of the site and if it would be a developer responsibility for any improvements and future obligations for the planned development (HOA).

RFP DEVELOPMENT PARAMETERS:

Staff believes fairly broad expectations should apply to the RFP to encourage developer responses. **With that said, staff believes City Council's preference would be for small lot sizes to maximize this infill opportunity and to demonstrate diverse housing options.** Staff also believes the intent is

for development of ownership housing and City Council would apply a covenant to the property similar to lots in the Baker Subdivision. No minimum sales price for the land will be included in the RFP.

The following is a summary of the RFP parameters and requirements.

1. Proposal must include description of the developers experience and capacity for development.
2. Proposal must include a general concept of development for 5-12 units and noting the housing type(s), include reference picture or project examples as applicable.
3. Proposal to address development timeline; preference for preliminary plat approval winter 2024/25, break ground in spring 2025, first house start construction by July 1, 2025.
4. Proposal must include a pro forma for development feasibility, with city land sale price and projected lot costs.
5. City preference for small lot development as a showcase of diverse housing, ideally emphasizing common open space in a "pocket neighborhood" concept, but not required.
6. All housing will be restricted to a requirement to be owner occupied with a covenant length of 21 years.
7. Development will be approved through a rezoning and subdivision plan with a Planned Unit Development (PUD) Overlay.
8. Sale of land to developer at time of preliminary plat approval; if developer does not proceed within 1 year the City can reacquire the land.
9. Development of the site is at the sole cost of the developer.
10. Partial property tax abatement for new house construction available per city-wide program.
11. Staff will review proposals with neighborhood interests prior to presenting to City Council.
12. No minimum scoring thresholds; City Council to select developer based upon experience, desirable housing concept, feasibility, and timeline.
13. Preference for all electric high efficiency homes (e.g. HERS index score of 42).
14. Open Space set-a-side if required by the City Council.

With City Council's concurrence regarding the elements for the draft RFP, Planning and Purchasing staff will finalize the RFP with the goal of issuing it by July 10. Staff will host an informational meeting before responses are due on August 7. Staff will evaluate the responsiveness of the proposals and then hold a neighborhood meeting before presenting a recommendation to City Council. The tentative date to select a developer is August 25.

ALTERNATIVES:

1. Direct staff to finalize the RFP with no specific Open Space requirement and to include the general terms identified by staff in this report. (Option 1)
2. Direct staff to finalize the RFP with a specific set aside requirement of Open Space supported by the City Council and to include the general terms identified by staff in this report.
3. Direct staff to finalize the RFP with modified terms.
4. Direct staff to not proceed with the RFP.

CITY MANAGER'S RECOMMENDED ACTION:

The 1.7 acres surplus land site is a unique opportunity for City Council to pursue its goal of supporting the development of more diverse housing types. The RFP is designed to identify the City's preferences, but at the same time illustrate willingness to consider viable development options for the site to attain our goal of developing infill housing.

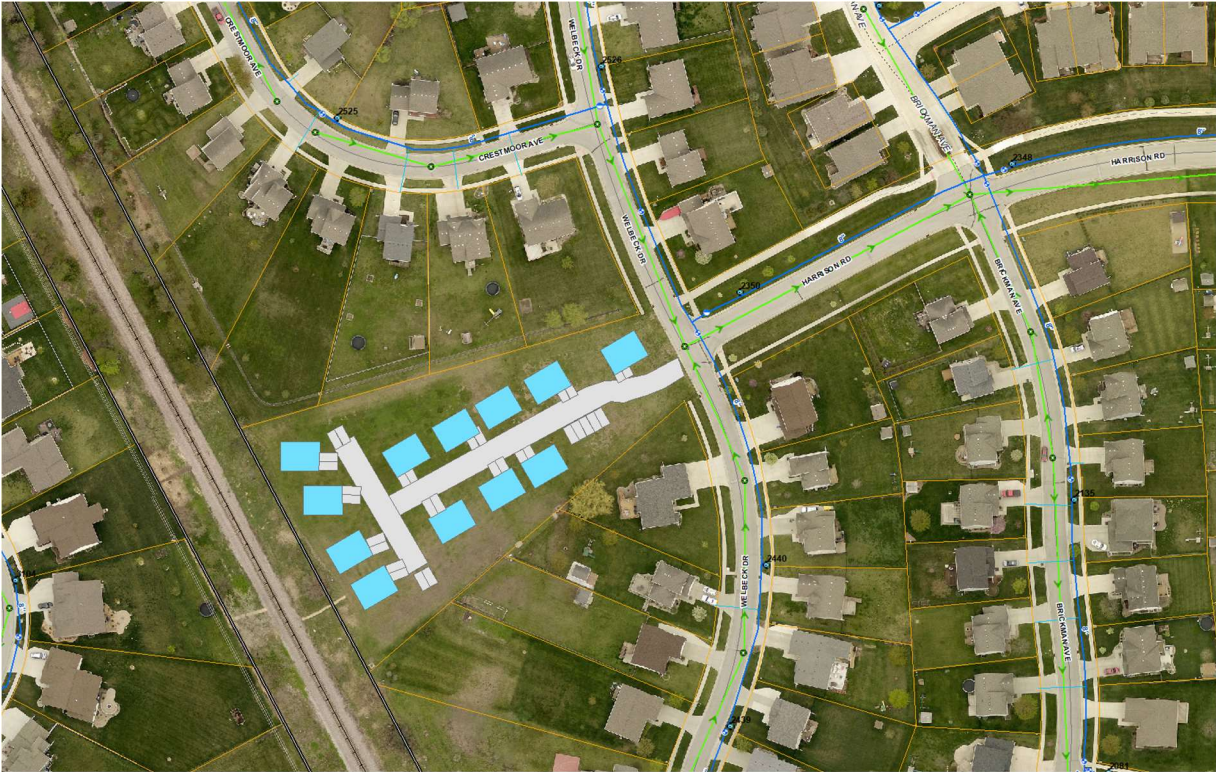
Staff needs direction regarding the issue of setting aside open space. Open space would need to be situated at the front of the site for neighborhood access. **Adding some open space may provide an opportunity for a neighborhood amenity, but it also can limit the usefulness of the site for infill housing due to the site's relatively small size and configuration.** Staff believes development options with a small to medium open space set aside are probably viable along with achievement of our primary infill housing goal. However, the larger 4th and 5th options could hamper development of the site with increased costs and lower development density. The 6th option is potentially viable, but the rear location has drawbacks of access and visibility that may not make it useful. In addition to potential siting issues, an end owner of the open space would need to be identified, since the area is not in a needed public park service area, making the open space concept an appreciable uncertainty in the process.

The challenge posed to the City staff is to balance two objectives; 1) promoting more infill housing with 2) incorporating some amount of open space for the general neighborhood. Given the limited size of the site, staff believes optimizing housing options should be the priority for this unique infill opportunity. Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1.

ATTACHMENT(S):

[Harrison open space examples.pdf](#)

Option 1- 12 Unit Base Prototype of Detached Homes with garages



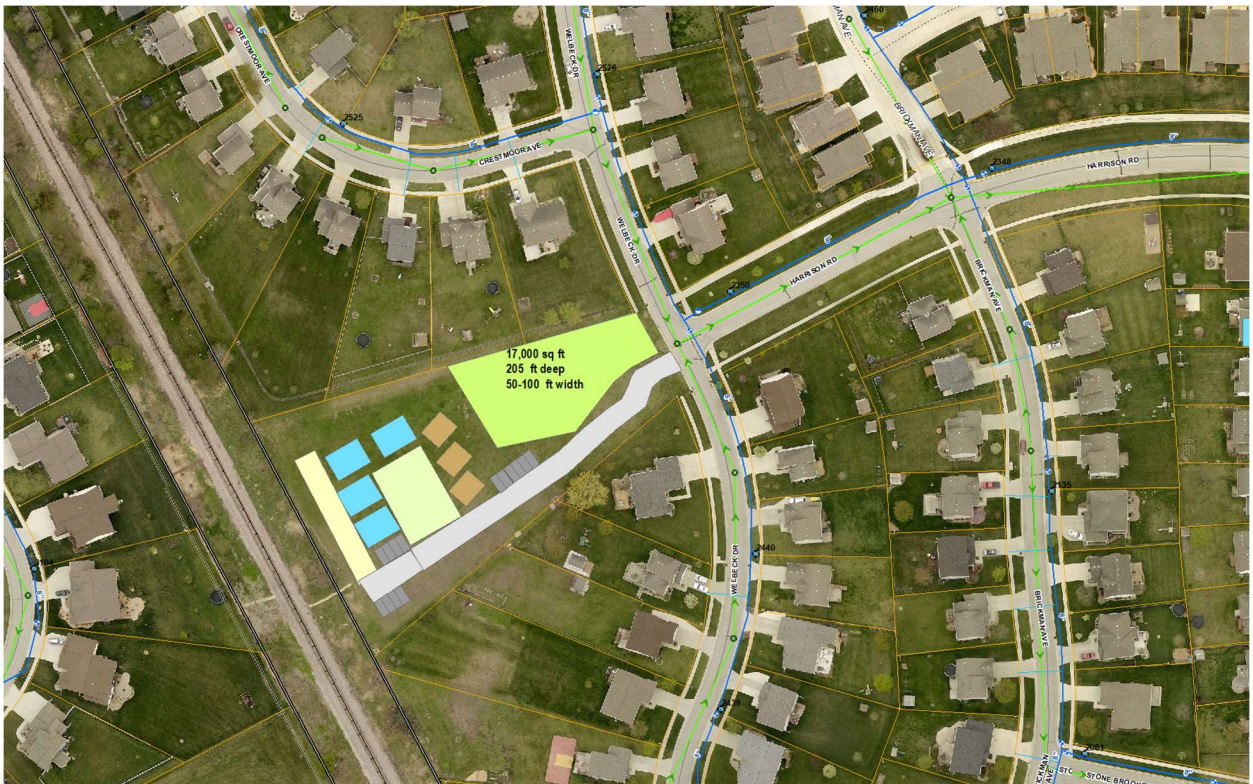
Option 2- Small Open Space Set Aside -10 Units



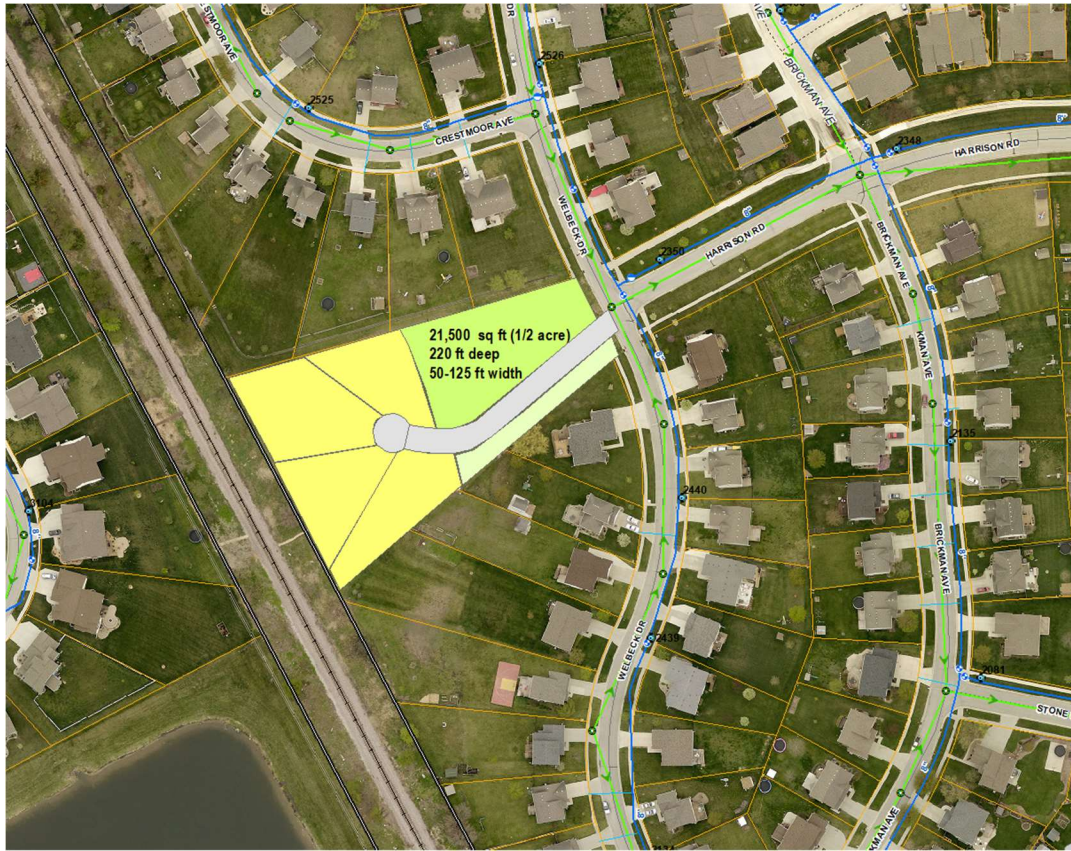
Option 3- Medium Open Space Set Aside-9 units



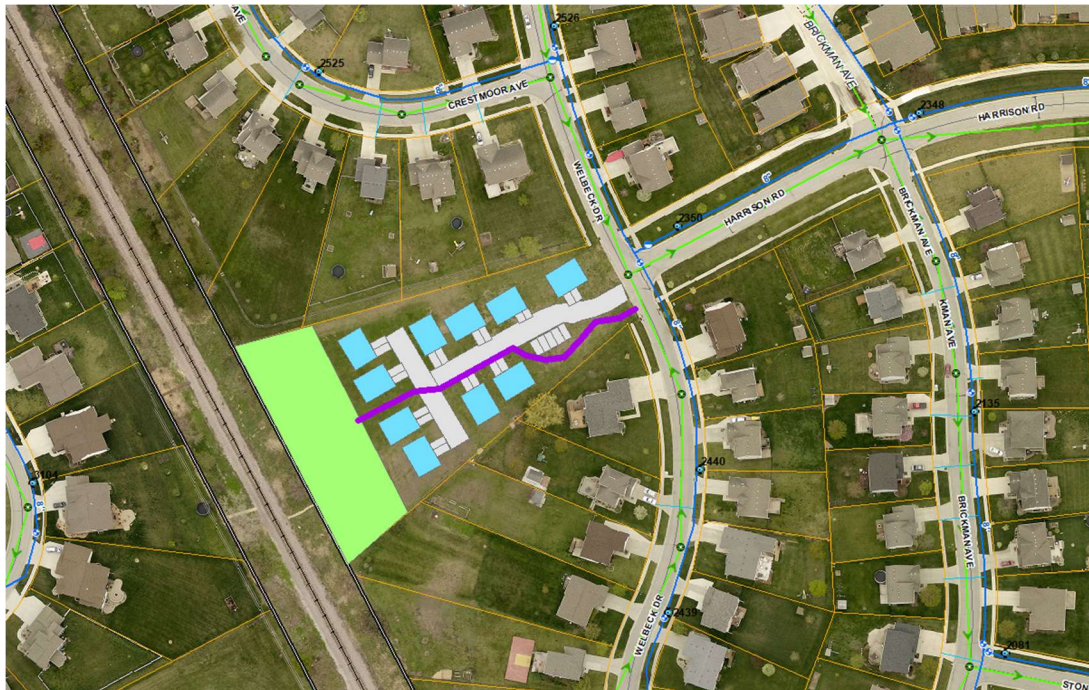
Option 4 Large Open Space Set Aside Example-7 units, most with no garage



Option 5 - Standard Lots 4 Dwellings- 1/2 acre Open Space Set Aside Example



Option 6- Rear Open Space 23,500 sq. ft. (1/2 acre+), 10 small lots



ITEM #: 49
DATE: 06-25-24
DEPT: POLICE

COUNCIL ACTION FORM

SUBJECT: 12-MONTH LIQUOR LICENSE APPLICATION - NEIGHBORHOOD LIQUOR AND SMOKES, 3505 LINCOLN WAY, SUITE 105

BACKGROUND:

Neighborhood Liquor and Smokes (d/b/a Neighborhood Liquor Mart), located at 3505 Lincoln Way, Suite 105, has applied for a new Class E Retail Alcohol License. These state licenses and permits must receive approval by the local authority (City Council), before they can be issued by the State.

COMPLIANCE CHECK HISTORY:

As a reminder, the Police Department conducts compliance checks for establishments who hold liquor licenses in the City of Ames. The compliance checks are completed by taking a person under the legal age to liquor licenses establishments who then attempts to purchase alcohol using their state-issued identification. A business passes the check if the employee asks for identification and rightly refuses the purchase. An establishment fails the compliance check if the employee sells alcohol to the underage person without exercising reasonable care to ascertain whether the person is under legal age.

Under the liquor license that was denied renewal by City Council and is currently under appeal, Neighborhood Liquor Mart failed four compliance checks over a three-year period: March 26, 2021, February 11, 2022, October 20, 2022, and September 29, 2023.

*Iowa Code section 123.50(5) provides the following in regard to a sale by an employee to a minor:

If an employee of a retail alcohol licensee violates section 123.49, subsection 2, paragraph “h”, the licensee shall not be assessed a penalty under subsection 3, and the violation shall be deemed not to be a violation of section 123.49, subsection 2, paragraph “h”, for the purpose of determining the number of violations for which a penalty may be assessed pursuant to subsection 3, if the employee holds a valid certificate of completion of the alcohol compliance employee training program pursuant to section 123.50A at the time of the violation, and if the violation involves selling, giving, or otherwise supplying any alcoholic beverage to a person between the ages of eighteen and twenty years of age. A violation involving a person under the age of eighteen years of age shall not qualify for the bar against assessment of a penalty pursuant to subsection 3, for a violation of section 123.49, subsection 2, paragraph “h”. A licensee may assert only once in a four-year period the bar under this subsection against assessment of a penalty pursuant to subsection 3, for a violation of section 123.49, subsection 2, paragraph “h”, that takes place at the same place of business location. (emphasis added).

In spring 2024, Neighborhood Liquor Mart provided proof to the Alcoholic Beverages Division (ABD) that the employee involved in the sale on September 29, 2023, had a valid certificate of completion of ABD's employee training program, I-PACT. The proof was accepted by ABD and the penalty being contemplated by ABD for the sale that occurred on September 29 was dismissed. As part of the acknowledgement/settlement agreement, Neighborhood Liquor Mart knowingly and voluntarily

admitted that its employee sold an alcoholic beverage to a minor on September 29, 2023.

SUMMARY OF ACTIVITY FOLLOWING DENIAL OF RENEWAL APPLICATION:

On November 8, 2022, the City Council held a public hearing regarding the application for the renewal of Neighborhood Liquor Mart's 12-month liquor license. After hearing from the Chief of Police, a concerned parent, an employee of the business, and the owner of the business, City Council denied the renewal application.

The applicant timely appealed City Council's denial and on September 20, 2023, a hearing was held before an Administrative Law Judge (ALJ) with the Department of Inspections and Appeals. At the hearing, the ALJ heard testimony from the applicant and Geoff Huff, Ames Chief of Police.

On November 9, 2023, the ALJ affirmed the denial. In his proposed order, the ALJ stated that, "**I conclude based on the evidence presented in this case, the Ames City Council acted appropriately and within the range of its authority, finding that the applicant was not a person of good moral character when it denied the 12-month liquor license renewal request from Neighborhood, and that decision should be affirmed.**"

The applicant then requested review of the ALJ's proposed decision by the Director's designee, the Division Administrator of the Iowa Department of Revenue's Alcoholic Beverages Division. On April 5, 2024, the Division Administrator of the Alcoholic Beverages Division of the Iowa Department of Revenue affirmed the proposed decision of the Administrative Law Judge. (See Director's Designee's Final Order.)

On April 5, 2024, The Director's designee issued a final order that adopted and incorporated the ALJ's findings of fact, adopted and incorporated the ALJ's the conclusions of law in full. On May 3, 2024, the applicant filed a Petition for Judicial Review with the District Court in Story County, Iowa. The petition is set to be heard by the District Court on October 23, 2024.

Although the applicant is still appealing the license denied on November 8, 2022, ABD has advised the City staff to process the new application before the City Council for approval or denial.

RECOMMENDATION OF THE CHIEF OF POLICE:

Given 1) the series of compliance check failures, 2) the proposed order from the ALJ affirming City Council's November 8, 2022, denial and 3) the affirmation of the ALJ ruling by the Director's Designee, the Chief of Police is recommending denial of the new application. The Chief of Police recommends denial of the new application even if the September 2023 violation is not considered by City Council when deciding whether or not to approve the new license application.

ALTERNATIVES:

1. Deny the application for a 12-month liquor license.
2. Approve the application for a 12-month liquor license.

CITY MANAGER'S RECOMMENDED ACTION:

Compliance checks are conducted by the Ames Police Department and ABD to ensure liquor license holders are complying with their obligation to ensure underage individuals are not being sold alcohol. These compliance checks require the establishment to exercise a minimal level of due diligence in order to pass. In order to comply, the establishment must exercise reasonable care to ascertain whether the buyer is a person under the legal age. To exercise reasonable care, the seller simply asks the customer for identification, confirms the age of the customer, and refuses the sale if the customer is under 21 years old.

The applicant's new license application is before the City Council for approval or denial. The applicant, Neighborhood Liquor and Smokes, failed four such compliance checks in less than three years. An Administrative Law Judge and the Iowa Department of Revenue's Director's Designee affirmed the Council's November 2022 denial. Staff does not have confidence that the applicant will ensure that this establishment will comply with the requirements for holding an alcoholic beverage control license. Therefore, it is the recommendation of the City Manager that the City Council support the advice of the Chief of Police to deny the new application.

ATTACHMENT(S):

[23ABD0009 - Dec.pdf](#)

[Director's Designee's Final Order - Neighborhood Liquor Mart LLC - Docket No. D-2022-00319 DIA No. 23ABD0009.pdf](#)

[Neighborhood CAF - 12.12.23.pdf](#)

[2024.03.27 IPACT Settlement Fully Executed.pdf](#)

**IN THE IOWA ADMINISTRATIVE HEARINGS DIVISION
CENTRAL PANEL BUREAU**

In the Matter of:)	
)	
)	Case No. 23ABD0009
NEIGHBORHOOD LIQUOR)	ABD Docket No: D-2022-00319
MART INC., d/b/a NEIGHBORHOOD)	
LIQUOR MART)	
3505 Lincoln Way, Suite 105)	
Ames, IA 50014)	
)	PROPOSED DECISION
License No.: LE0003597)	
)	

STATEMENT OF THE CASE

On September 20, 2023, this matter came before the undersigned for a telephone hearing. Humza Firoz (“Firoz”), an owner of Neighborhood Liquor Mart, Inc. d/b/a Neighborhood Liquor Mart (“Neighborhood”), appeared with his attorney, Alfredo Parrish, and provided testimony. The City of Ames was represented by attorney Jane Chang. The city called Renee Hall (“Hall”), City Clerk and Jeff Huff, Chief of Police, Ames Police Department (“Chief Huff”), to testify. Neighborhood submitted exhibits A – J which were admitted into the record over the City’s objection. The City submitted exhibits A – G, which were admitted without objection.

Following the hearing, the record was held open until October 4, 2023 for the submission of specific additional exhibits. On October 4, 2023, the City of Ames submitted Exhibit H. As stated in the October 19, 2023 Order Excluding Neighborhood’s Additional Exhibits, the only portion of Exhibit H considered by the undersigned in this proposed decision is the portion of City’s Exhibit H from November 9, 2021 through November 8, 2022. This is consistent with the September 21, 2023 Order Holding the Record Open.

The parties were initially given until October 13, 2023, to file post-hearing briefs. The brief deadline was extended at the request of Appellant to October 18, 2023. Both parties filed post-hearing briefs and the matter was considered fully submitted on October 18, 2023.

ISSUE

Whether Neighborhood’s liquor license was properly denied by the City of Ames.

FINDINGS OF FACT

On November 8, 2022, the Ames City Council considered Neighborhood’s “renewal of its Class E Liquor License with Class B Wine Permit, Class C Beer Permit

(Carryout Beer) and Sunday Sales Privilege,” which “must receive approval by the local authority (City Council), before they can be issued by the state.” (City Ex. A, p. 1). On that date, Chief Huff of the Ames Police Department provided information to the City Council. Chief Huff testified at the hearing, that while the Council listens to and considers his report and recommendations, the Council does not always follow his recommendation. (Chief Huff Testimony).

Chief Huff told the Council how law enforcement conducts compliance checks on liquor establishments. He described these checks as routine, and involving Law enforcement’s use of an underage person entering an establishment at the direction of Ames Police Department. The underage person then attempts to buy alcohol. If the underage person is asked by store employees for their i.d., the person presents their actual i.d., showing their true date of birth. (City Ex. C, video #2 @ 0:40).

Chief Huff advised the Council of failed compliance checks at Neighborhood on March 26, 2021, and February 11, 2022. He further stated that after the second incident, the State of Iowa Alcoholic Beverages Division (“ABD”) suspended the license of Neighborhood for a period of thirty (30) days and assessed a statutory penalty of \$1,500.00. (City Ex. G)(City Ex. C, video #2 @ 1:37).

As a result of the March 26, 2021 failed compliance check, Neighborhood employee, M. Baker (“Baker”), was cited for violating Iowa Code § 123.49(2)(h), Selling Alcohol to Under Legal Age Person. (Ex. D, p. 1). Baker pled guilty as charged in case no. STA0143311. (Ex. D, p. 3).

As a result of the February 11, 2022 failed compliance check, Neighborhood employee, A. Oluwatoyin, was cited for violating Iowa Code § 123.49(2)(h), Selling Alcohol to Under Legal Age Person. (Ex. E, p. 1). Oluwatoyin pled guilty as charged in case no. STA0149679 . (Ex. E, p. 3). It is noted by the undersigned, that despite being cited for selling alcohol to an underage person on February 11, 2022, this same employee then sold tobacco to a minor less than two weeks later on February 24, 2022. (Ex. H, pp. 16-23). This was not a compliance check being conducted by law enforcement. Rather, police made contact with the purchaser and inquired about the purchase of tobacco. At that time, the minor said she did not have an I.D. and the employee only asked “are you working for the cops.” (Ex. H, p. 23). This tobacco violation was not included in Chief Huff’s address to the City Council.

Chief Huff told the City Council that the Ames Police Department conducted another alcohol compliance check on October 20, 2022, and again Neighborhood failed the check when an employee sold alcohol to an underage person. As a result of this incident, Neighborhood employee, J. Poe (“Poe”), was cited for violating Iowa Code § 123.49(2)(h), Selling Alcohol to Under Legal Age Person. (Ex. F, p. 1). On or about December 6, 2022, about one month after the Council meeting, Poe pled guilty to an amended charge of “Knowingly permit or engage in any criminal activity on the premises covered by the license,” in violation of Iowa Code § 123.49(2)(j), in case no. STA0155408. (Ex. F, p. 3). Chief Huff advised the Council on November 8, 2022, that ABD had not yet assessed the statutory 60-day suspension for a third violation of Iowa

Code § 123.49(2)(h), but that “we are waiting on that.” (City Ex. C, video #2 @ 1:55). He indicated this would occur after the citation went through the “court process.” (Id.). It is unclear from the evidence presented whether this 60-day suspension was imposed by ABD or if it was avoided due to the plea to the amended code section.

Firoz testified at the administrative evidentiary hearing that Poe the violator on October 20, 2022, was a retired person in his 60’s, with a phone that was not working properly when the incident occurred. Firoz stated that Poe’s non-working phone is what caused him to be unable to use the ABD App to scan the I.D. in question. Also, Poe had only been working a few days at that time and was apparently still becoming familiar with the procedures. The day after this incident occurred, Firoz purchased an I.D. scanner to be used at the store so that employees did not need to rely on using their phones or the ABD App. (Neighborhood Ex. C). The evidence presented in this case did not show that Poe would have been unable to simply look at the underage person’s I.D. and see that the individual was underage, regardless of whether or not his phone and the ABD App were working. As Chief Huff stated at the Council meeting, the underage people used in the compliance checks use their own, accurate, I.D.’s and do not present fake I.D.’s.

Chief Huff also advised the Council that the Ames Police Department received “a number of complaints, especially from parents, complaining that their underage children have been purchasing alcohol, tobacco and vaping products from this business.” (City Ex. C, video #2 @ 2:27). He did not state the number of complaints received, and advised that law enforcement was not able to substantiate each and every complaint. (Id.).

Chief Huff outlined for the Council their options and recommended a denial of the twelve (12) month renewal based upon the history of 3 failed compliance checks, and the number of citizen complaints received. (City Ex. C, video #2 @ 4:10).

Chief Huff was asked by Council members about whether Neighborhood has communicated to Law Enforcement any remedial measures they have taken to address the ongoing problem. He responded that none were communicated directly to him. (City Ex. C, video #2 @ 4:44). However, he advised that it was his understanding Neighborhood has obtained an electronic machine that can read driver’s licenses which would be a “pretty simple fix” but he wasn’t sure if they were using it or not.

Chief Huff was asked by Council members about the difference between this case and prior cases that came before the Council in which the Council granted a 6-month renewal rather than simply not renewing the 12-month liquor license. (City Ex. C, video #2 @ 6:45). Chief Huff stated the difference in this case, was that he could not recall a time where there were 3 failed compliance checks within a few years, and so many complaints from concerned parents about their underage children being able to buy alcohol, tobacco and vaping products. Chief Huff did not tell the Council about the May 21, 2022 compliance check that Neighborhood passed. (Ex. H, p. 24). Chief Huff also did not report to Council the additional training provided to Neighborhood employees and the recent placement of signs and video surveillance in the store.

Following the comments at the Council meeting, the board was addressed by members of the public. (City Ex. C, video #2 @ 8:00 am). A current employee of Neighborhood spoke to the Council. This employee told the Council about the increased efforts of the store to stop underage sales, including I-PACT training through the ABD. (Neighborhood Ex. A, B, & E). She also described signs placed in the store to alert customers to have their I.D.'s ready to display at the time of purchase. (Neighborhood Ex. I & J). The employee further alerted the Council to the implementation of an I.D. scanner, so employees could scan an ID to assist with spotting underage individuals trying to buy alcohol. (Neighborhood Ex. C). I find the Council was reasonably advised of the store's mitigation efforts and had the opportunity to consider those factors prior to its decision.

Also speaking to the Council was a concerned parent, who described her personal experience with her underage son reporting to her that he purchased alcohol, tobacco and vape products from Neighborhood without ever being asked for an I.D. The child apparently told the parent that it was well known that underage individuals could purchase alcohol at Neighborhood. The parent did not indicate personally witnessing any underage sales of alcohol at Neighborhood.

In addition, Firoz, who is a 25-year-old man of Pakistani descent, who graduated from Iowa State University with a degree in genetics, and is an owner of Neighborhood, and works full-time in the store, spoke to the Council. He told the Council he was initially unaware of the problem because he did not see it occurring while he was present in the store. Firoz testified at this administrative evidentiary hearing that he worked about 60 to 80 hours per week at the store. (Firoz Testimony). Firoz told the Council about the remedial measures implemented in the store in an effort to eliminate underage sales of alcohol and other products. Firoz indicated that at least one sale to an underage person was done by an employee who had been terminated, but was allowed to work his last shift. Firoz believed this sale may have been done intentionally to get back at Firoz for the termination, but he presented no evidence on this point, only his suspicion. This belief ignores the obvious criminal charge and penalty levied against the former clerk for selling alcohol to minors, a point the employee would have been well aware of if the employee had completed I-PACT training. (Neighborhood Ex. B). It seems unlikely to the undersigned that a person would suffer a criminal conviction and subject themselves to a substantial fine as part of a plan to get back at Firoz.

At the conclusion of public comments, a vote was taken and the Ames City Council voted unanimously to adopt alternative one (1) presented by Chief Huff, which was to "Deny the Application for a 12-month liquor license renewal." (City's Ex. A, p. 2). Neighborhood appealed.

After the administrative hearing in this matter, the City of Ames submitted exhibit H. The undersigned considers only those events between November 9, 2021 through November 8, 2022, consistent with the prior order of this tribunal. The City's Exhibit H shows that citizen complaints about sale of alcohol and/or tobacco to minors occurred on January 5, 2022, February 1, 2022, July 20, 2022, September 12, 2022, and

September 16, 2022. (City Ex. H, p. 1). It is also noted that law enforcement had contact with Firoz on January 31, 2022 regarding police cars parking near his establishment and Firoz's request they not park near the store because it scares away customers. Firoz also talked to law enforcement at that time about difficulty spotting fake I.D.'s and wanting I.D. training. (Ex. H, p. 6). It is noted that none of the failed compliance checks were due to anyone using a fake I.D. Chief Huff testified at the hearing that when Ames Police Department receives complaints about underage sales of alcohol, they would, as a matter of routine, approach people that looked underage leaving the establishment from time to time, to see if they purchased alcohol and if they were in fact underage. This type of law enforcement activity was occurring near the Neighborhood store in the year prior to the City Council meeting on November 8, 2023. (Ex. H, pp. 19-23). No evidence was presented that this activity by law enforcement resulted in any additional citations for selling alcohol to minors. City's Exhibit H, also shows that law enforcement had contact with Neighborhood on May 28, 2022, about their failure to post the notice of the 30-day suspension of their liquor license on their main door/window, although the notice had been posted on one of their coolers in the store. (Ex. H, p. 26).

Firoz testified at the administrative evidentiary hearing that the Neighborhood store provides income for himself, his mother and part-owner, Farhat Firoz, and provides money for his siblings' tuition to attend college. Losing the liquor license would negatively impact the store's revenue and consequently his family's income.

Neighborhood does not dispute the underlying criminal charges and convictions regarding selling alcohol to minors. (Neighborhood's Post-Hearing Brief, p. 2).

Neighborhood alleges disparate treatment of Firoz and Neighborhood. The undersigned finds no specific facts presented that support this assertion. Neighborhood does not dispute the prior violations, and the only evidence concerning the additional policing efforts were that they were routine and conducted by law enforcement in response to citizen complaints, which definitely occurred in this case. (City's Ex. H, Table of Contents, et al.). Chief Huff advised the City Council that he could not recall an establishment with 3 failed compliance checks and the citizen complaints in such a relatively short period of time and that these factors distinguished this case from other cases in which a 6-month renewal was granted. The Appellant argued that other establishments in Ames have had substantially more violations (21 violations) but were allowed a six-month renewal in lieu of denial of their 12-month liquor license renewal. The City of Ames counters that the particular businesses identified by Neighborhood were both bars, not retail establishments, and both were denied a 12-month liquor license. Also, although there were 21 violations, 20 of those violations were issued to patrons for "minor on the premises" a municipal infraction against the patron, not a violation by an employee of the business and not violations of the Iowa Code. Neighborhood did not cite to any similarly situated establishment with similar admitted violations and citizen complaints. I find the facts presented in this case, do not support a conclusion of disparate treatment.

CONCLUSIONS OF LAW

The local authority, in this case, the City of Ames, “shall either approve or disapprove the issuance of a retail alcohol license . . .” Iowa Code § 123.32(2).

Iowa Code section 123.49(2)(h) provides, in relevant part:

2. A person or club holding a liquor control license or retail wine or beer permit under this chapter, and the person's or club's agents or employees, shall not do any of the following:

...

h. Sell, give, or otherwise supply any alcoholic beverage, wine or beer to any person, knowing or failing to exercise reasonable care to ascertain whether the person is under legal age, or permit any person, knowing or failing to exercise reasonable care to ascertain whether the person is under legal age, to consume any alcoholic beverage, wine, or beer.

The Iowa Code defines legal age as twenty-one years of age or more.¹

In this case, Neighborhood does not dispute the underlying violations of Iowa Code § 123.49(2)(h), regarding selling alcohol to underage individuals. Neither is there any dispute from Neighborhood concerning the reality of the citizen complaints received by the Ames Police Department related to concerns of the sale of alcohol to underage persons.

Neighborhood’s position in this case, is essentially that the remedial steps taken by the store should counter balance the violations and citizen complaints such that Neighborhood should be afforded an opportunity to continue with a renewed liquor license with the hope that the additional training, I.D. scanner, signage in the store, and improved security equipment will be sufficient to eliminate or satisfactorily ameliorate the repeated instances of Neighborhood employees selling alcohol to underage individuals. Neighborhood cites to no legal authority to support this proposition.

It is clear in this case that there have been repeated instances of Neighborhood employees selling alcohol to underage individuals. It is also clear from the exhibits and Chief Huff’s testimony that there have been a significant number of citizen complaints regarding the same conduct of selling alcohol along with tobacco to underage persons.

Iowa law provides that a liquor license may only be issued to a person of “good moral character.” Iowa Code § 123.3(40). This requires the person to have a “good reputation” and be in compliance with “this chapter and all laws, ordinances and regulations applicable to the person’s operations under this chapter.” Iowa Code § 123.3(40)(a).

¹ Iowa Code § 123.3(24).

In this case, Neighborhood has not maintained compliance with chapter 123 of the Iowa Code and as shown by the multiple violations of selling alcohol to underage individuals, as confirmed in the exhibits and undisputed by Neighborhood. Also, these violations and the complaints and statements of a concerned citizen and Chief Huff at the City Council meeting on November 8, 2022, leads to the conclusion that Neighborhood does not have a “good reputation” in the community, but in fact has a poor reputation.

The remaining argument of Neighborhood is that there was disparate treatment of Firoz and Neighborhood compared to other establishments. However, as found above there is insufficient evidence in the record to reach this conclusion. This allegation is based on argument of counsel and while the briefs discuss other establishments and their history, there was no substantive evidence presented by either party on these matters. However, considering the arguments of counsel and the suggested facts relate thereto, the undersigned found above, that there was a lack of sufficient evidence to support a conclusion of disparate treatment.

I conclude based on the evidence presented in this case, the Ames City Council acted appropriately and within the range of its authority, finding that the applicant was not a person of good moral character when it denied the 12-month liquor license renewal request from Neighborhood, and that decision should be affirmed.

ORDER

IT IS THEREFORE ORDERED, the denial by the Ames City Council of the 12-month liquor license renewal application from Neighborhood, is hereby AFFIRMED.

Dated this 9th November, 2023.



Toby J. Gordon
Administrative Law Judge

cc: Neighborhood Liquor Mart Incorporated, c/o Humza Firoz, 1410 Panoramic Ct., Ames, IA 50010; f25humzanaacem@gmail.com (by Email and regular mail)
Alfredo Parrish, Attorney for Licensee, 2910 Grand Avenue, Des Moines, IA 50312 (by AEDMS)
Jane Chang, Assistant City Attorney, 515 Clark Avenue, PO Box 811, Ames, IA 50010; jane.chang@cityofames.org (by AEDMS)
Alana Stamas, IDR (by AEDMS)
ABD Staff: Stephen Larson, Stephanie Strauss, Tyler Ackerson, Scherael Thurston-Shell, Madelyn Cutler (By AEDMS)

NOTICE

Pursuant to the administrative rules of the division, any adversely affected party may appeal a proposed decision to the Administrator of the Alcoholic Beverages Division within thirty days after issuance of the proposed decision. In addition, the Administrator may initiate review of a proposed decision on the Administrator's own motion at any time within thirty days following the issuance of a proposed decision. A notice of appeal shall be sent to the Administrator of the Alcoholic Beverages Division, 1918 S.E. Hulsizer, Ankeny, IA 50021. The notice of appeal must be signed by the appealing party or a representative and contain a certificate of service. In addition, the notice must comply with the requirements set forth in 185 Iowa Administrative Code 10.27(3).²

² 185 IAC 10.27(1), (2), (3).

Case Title: IN RE THE MATTER OF NEIGHBORHOOD LIQUOR MART
INCORPORATED D/B/A NEIGHBORHOOD LIQUOR MART
Case Number: 23ABD0009
Type: Proposed Decision

IT IS SO ORDERED.

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

Toby Gordon, Administrative Law Judge

STATE OF IOWA
BEFORE THE IOWA DEPARTMENT OF REVENUE

IN RE: Neighborhood Liquor Mart Inc. d/b/a Neighborhood Liquor Mart 3505 Lincoln Way, Suite 105 Ames, Iowa 50014 Retail Alcohol License No. LE0003597	DOCKET NO. D-2022-00319 DIA NO. 23ABD0009 DIRECTOR'S DESIGNEE'S FINAL ORDER
--	--

NOW, on this 5th day of April, 2024, this matter comes before the Director's designee, the Division Administrator of the Department of Revenue's Alcoholic Beverages Division (Department) on the appeal filed by attorney Alfredo Parrish on behalf of the above-captioned Licensee (Licensee)¹.

STATEMENT OF CASE

On November 8, 2022, the City of Ames (Local Authority) denied the renewal application for the Licensee's alcoholic beverage license and permits (Class E Liquor License with Class B Wine Permit, Class C Beer Permit and Sunday Sales Privilege).

A timely appeal was filed by the Licensee and a telephone hearing was held on September 20, 2023, before Administrative Law Judge Toby A. Gordon (ALJ). Attorney Alfredo Parrish represented the Licensee and Assistant City Attorney Jane Chang represented the Local Authority.

¹ Effective July 1, 2023, and pursuant to 2023 Iowa Acts, Senate File 514, the Alcoholic Beverages Division became a part of the Iowa Department of Revenue. Iowa Code section 123.3(17A) as amended by Senate File 514 defines the director as the director of the department of revenue or the director's designee, allowing duties such hearings on licensing matters to be delegated. These proceedings span a period of time before and after the integration of the Alcoholic Beverages Division into the Department of Revenue.

The ALJ issued a Proposed Decision on November 9, 2023, affirming the Local Authority's denial of the Licensee's renewal application. On December 8, 2023, a timely Notice of Appeal to the Division Administrator was filed by the Licensee's counsel. Both parties submitted briefs within the established schedule.

On appeal, the Licensee argues the specific findings and conclusions that they lack good moral character to hold a retail alcohol license, the ALJ's decision be reversed, and the matter be remanded to the local authority for reconsideration.

FINDINGS OF FACT

The findings of fact in the ALJ's Proposed Decision are adopted and incorporated into this ruling as if set out in full.

CONCLUSIONS OF LAW

Upon review of the record in this matter, the ALJ's Proposed Decision, and the appeal briefs submitted by the parties, the undersigned adopts the conclusions of law in the ALJ's Proposed Decision are adopted and incorporated into this ruling as if set out in full.

ORDER

IT IS THEREFORE ORDERED that the ALJ's Proposed Decision affirming the Local Authority's denial of the Licensee's alcoholic beverage license and permit renewal application is hereby **AFFIRMED**.

The parties are hereby notified that pursuant to Iowa Code section 17A.19, this Order constitutes final agency action for the purpose of Iowa Code chapters 17A and 123. This Order becomes final, unless a party to the hearing files a Petition for Judicial Review with the Iowa District Court within 30 days from the date of this Order.

Moreover, the parties are notified that pursuant to Iowa Code section 17A.19(5), the filing of a petition for judicial review does not automatically stay execution or enforcement of the Department's action. The Department may grant a stay on appropriate terms or other temporary remedies during the pendency of judicial review. If the Department refuses to grant the stay or other temporary remedies, the court may grant the relief.

DATED this 5th day of April, 2024, in Ankeny, Iowa.

IOWA DEPARTMENT OF REVENUE

A handwritten signature in black ink, appearing to read "Stephen Larson", with a long horizontal line extending to the right.

STEPHEN LARSON
Division Administrator, Alcoholic Beverages
Division, and Director's Designee

Copies to:

Neighborhood Liquor Mart Inc. d/b/a Neighborhood Liquor Mart (by certified and electronic mail)

Alfredo Parris, counsel for Neighborhood Liquor Mart Inc. (by certified and electronic mail)

City of Ames c/o Assistant City Attorney Jane Chang (by certified and electronic mail)

John Lundquist, Assistant Attorney General and counsel for the Iowa Department of Revenue Alcoholic Beverages Division (by electronic mail)

Toby Gordon, Administrative Law Judge (by electronic mail)

ITEM #: 20
DATE: 12-12-23
DEPT: Police

COUNCIL ACTION FORM

SUBJECT: **12-MONTH LIQUOR LICENSE RENEWAL APPLICATION -
NEIGHBORHOOD LIQUOR AND SMOKES, 3505 LINCOLN WAY, SUITE 105**

BACKGROUND:

Neighborhood Liquor and Smokes, located at 3505 Lincoln Way, Suite 105, has applied for renewal of its Class E Liquor License with Class B Wine Permit, Class C Beer Permit (Carryout Beer), and Sunday Sales Privilege. These state licenses and permits must receive approval by the local authority (City Council), before they can be issued by the State.

PREVIOUS COUNCIL ACTION:

On November 8, 2022, the City Council denied an application from Neighborhood Liquor and Smokes for a renewed 12-month license. The applicant subsequently appealed that decision to the Alcoholic Beverages Division (ABD). It is important to note that until a denied applicant has exhausted its appeals, it may continue to operate and sell alcoholic beverages under the privileges of its prior license.

At the time of the denial the Ames Police Department submitted the following information as the basis for the recommendation that Council deny the application:

"The Police Department conducts compliance checks on establishments that hold liquor licenses in the City of Ames. The compliance checks are completed by taking an underage person to liquor licenses establishments who then attempts to purchase alcohol. A business passes the check if the employee asks for identification and correctly refuses the purchase. An establishment fails the compliance check if the employee sells to the underage person.

The Police Department conducted one such compliance check at Neighborhood Liquor and Smokes on March 26, 2021. The employee of Neighborhood Liquor and Smokes sold alcohol to an underage person during the check and was cited.

The Police Department conducted another compliance check on February 11, 2022, and an employee sold alcohol to the underage minor. On May 15, the Iowa Alcoholic Beverages Division (ABD), suspended the establishment's license for 30 days for a second violation in less than two years and fined the business \$1,500 as prescribed in Iowa Code 123.50(3)(b).

The Police Department conducted a follow-up compliance check on October 20th, 2022, when an employee again sold alcohol to a minor. This is the third violation within three years and Iowa Code 123.50(3)(c) prescribes a 60-day suspension and \$1,500 fine. This suspension and fine will be imposed on the establishment by ABD regardless of whether the City Council chooses to approve or deny the requested renewal.

In addition to the three compliance check failures, the Police Department has received complaints from citizens, mostly parents, complaining that the business has sold alcohol and tobacco/vaping products to their underage children. While the Police Department has not been able to substantiate each complaint, the complaints tend to corroborate the staff's observations made during compliance checks.

In the event that the City Council denies the requested license renewal, the denial can be appealed, first to the ABD, then to an Administrative Law Judge, then the Director of ABD, and then District Court. Filing an appeal with ABD places a stay on the denial, and the establishment is allowed to continue to operate until the appeal process is complete. If the appeal(s) are not successful, alcohol may not be sold on the premises for one year, or until a new licensee applies for and is granted a new liquor license."

RECENT EVENTS:

Following the Council's denial of the renewal application, the applicant appealed the Council's decision and an Administrative Law Judge (ALJ) held a hearing regarding the denial where testimony was heard from the applicant and Geoff Huff, Ames Chief of Police. (See attached documents: Closing Argument by Ames Assistant City Attorney, Jane Chang and the ALJ's Proposed Decision).

On November 9, 2023, the ALJ affirmed the denial. Specifically, the ALJ ruled, **"I conclude based on the evidence presented in this case, the Ames City Council acted appropriately and within the range of its authority, finding that the applicant was not a person of good moral character when it denied the 12-month liquor license renewal request from Neighborhood, and that decision should be affirmed."**

The decision of the ALJ may be appealed to the Director of ABD.

In addition, on September 29, 2023, Neighborhood Liquor Mart failed another compliance check. The Police Department conducted 52+ compliance checks over that weekend and Neighborhood Liquor Mart was one of seven (and one of two retail establishments) that sold to an 18-year-old and/or a 19-year-old. On this date, the minor entered the store to make a purchase. Video from the store shows the employee asked for an ID, briefly (less than one second) looked at the ID, and then scanned the ID. A large red box pops up on the readout to indicate the person is not 21 or older; however, the employee makes the sale anyway.

This is the fourth compliance check failure in three years (March 26, 2021, February 11, 2022, October 20, 2022, and this newest failure on September 29, 2023). Iowa Code section 123.50(3)(d) prescribes revocation as the penalty for a fourth compliance check violation within three years. Revocation proceedings would not take place until after the most recent violation is adjudicated. The September 2023 violation is scheduled for a bench trial on December 27, 2023. If the employee is found guilty, ABD will take action on the revocation as prescribed by Iowa Code 123.50(3)(d).

Given the overwhelming evidence demonstrating a lack of care by the applicant, a ruling from the ALJ that the applicant is "not a person of good moral character," and the continued pattern of compliance check failures, the Chief of Police is recommending denial of the renewal application.

ALTERNATIVES:

1. Deny the renewal application for a 12-month liquor license.
2. Approve the renewal application for a 12-month liquor license.

CITY MANAGER'S RECOMMENDED ACTION:

Compliance checks are conducted by the Ames Police Department and ABD to ensure liquor license holders are complying with their obligation to ensure underage individuals are not being sold alcohol. These compliance checks require the establishment to exercise a minimal level of due diligence in order to pass. In order to comply, the establishment must simply ask the customer for identification, confirm the age of the customer as being less than 21, and deny the sale.

The applicant, Neighborhood Liquor and Smokes, has failed four such compliance checks in less than three years. Repeated fines and suspensions from ABD along with citations from the Ames Police Department have not resulted in a change in practices. An Administrative Law Judge affirmed the Council's previous denial, finding the applicant is not a person of good moral character. Staff does not have confidence that the employees of this establishment will comply with the requirements for holding an alcoholic beverage control license. Therefore, it is the recommendation of the City Manager that the City Council support the advice of the Chief of Police to deny the renewal application.

ATTACHMENT(S):

23ABD0009 - Dec.pdf

City of Ames Closing Argument (1).pdf

STATE OF IOWA
BEFORE THE IOWA DEPARTMENT OF REVENUE

IN RE: Neighborhood Liquor Mart Incorporated d/b/a Neighborhood Liquor Mart 3505 Lincoln Way Suite 105 Ames, IA 50014 Retail Alcohol License No. LE0003597	Docket No. D-2024-00028 ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
---	---

I hereby knowingly and voluntarily acknowledge that I have received the Order in the above case. I hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Order and knowingly and voluntarily admit that the same are true and correct. I hereby knowingly and voluntarily admit that Eli OLMSTEAD sold an alcoholic beverage to a minor on September 29, 2023.

I have submitted the required documents to show Eli OLMSTEAD completed the I-PACT employee training program developed by the Iowa Department of Revenue (“Department”)¹ pursuant to Iowa Code section 123.50A. I hereby assert an affirmative defense under Iowa Code section 123.50(5). I understand that the affirmative defense asserted for the violation on September 29, 2023, may only be used once in a four-year period to bar assessment of a penalty against the licensee or permittee. I understand that in order to conclude this matter the Department must approve this settlement agreement.

WHEREFORE, the terms of this agreement and stipulation are agreed to and accepted by the Department and NEIGHBORHOOD LIQUOR MART INCORPORATED. This Agreement rescinds the Order issued in docket number D-2024-00028 therefore, the matter shall be dismissed.

¹ Effective July 1, 2023 and pursuant to 2023 Iowa Acts, Senate File 514, the Alcoholic Beverages Division became a part of the Iowa Department of Revenue.

IOWA DEPARTMENT OF REVENUE



3/27/24

Schrael Thurston-Shell
Director's Designee²

Date

LICENSEE



March 27, 2024

NEIGHBORHOOD LIQUOR MART INCORPORATED Date
d/b/a Neighborhood Liquor Mart

² Iowa Code section 123.3(17A) defines director as the Director of the Department of Revenue or the Director's Designee, allowing duties such as those described in Iowa Code section 123.50 to be delegated.

ITEM #: 50
DATE: 06-25-24
DEPT: PW

COUNCIL ACTION FORM

SUBJECT: FOLLOW UP ON SCOPE OF STORM WATER MODELING FOR CONSERVATION SUBDIVISION ORDINANCE CHANGES

BACKGROUND:

On March 26, City Council reviewed a staff report addressing the AEDC Short-term Housing Taskforce's requests to consider flexibility with development standards for encouraging housing construction. One area of discussion was how the standards of the Conservation Subdivision that relate to Ada Hayden Watershed affect development density and if changes could be made while protecting Ada Hayden water quality. The report included a review of the history of the ordinance and the pertinent standards. Staff believed some of the standards could be modified to some degree and that potential impacts to runoff and water quality could also be evaluated to gauge the relative difference between the current ordinance and any changes. Staff also noted the state had recently adopted SF 455 which would result in some mandatory changes to our current stormwater management ordinance and reduce some of the water rate and volume treatment requirements independent of any Conservation Subdivision changes. The original March 26th staff report and discussion of the [six conservation standards identified by AEDC are available online at this link.](#)

City Council directed staff on March 26th to proceed with evaluating changes to the ordinance as discussed in the report. City Council asked for staff to complete two tasks before proposing changes to the Chapter 23 Conservation Subdivision ordinance. The first was to prepare a scope of work for a consultant to evaluate changes to development standards quantitatively. The second task was to reach out to the developers of Auburn Trail and the Hayden's Preserve subdivisions, respectively, to discuss their specific interest about changes to the standards. Additionally, City Council asked staff to reach out to the Friends of Ada Hayden to identify to them what changes are being contemplated and identify what concerns they may have.

STORMWATER EVALUATION SCOPE OF SERVICES:

Staff reached out to Greg Pierce, P.E., of RDG as a stormwater expert to discuss the needs for assessing changes to the standards. Mr. Pierce had worked extensively on the recently adopted SF 455 changes and estimating the effect of these changes. A range of options was discussed with the consultant to compare natural conditions, developed conditions, SF 455 changes, and conservation standards changes. This type of evaluation would be made at the watershed level for the Ada Hayden Watershed (see Attachment A for map) and take into account current developments and previous preliminary plans for the Auburn Trail and Hayden's Preserve developments. Information on runoff volumes, rates, and storage volumes under each scenario would be provided in a report for both the watershed and the Auburn Trail and Hayden's Preserve developments.

Staff believes that if City Council desires to have a consultant evaluate changes to the watershed and the specific projects, the following three scenarios are needed for comparative purposes.

- a baseline scenario of existing conditions of the Ada Hayden Watershed, including the previously developed Quarry Estates and Hayden's Crossing sites located east of Hyde Avenue.

- an evaluation of the impacts of developing Auburn Trail and Hayden's Preserve related to only the changes required by SF 455.
- an evaluation adding on the additional changes to the conservation standards, specifically with a reduction of the 25% open space set-aside to 10% and the elimination of the mandatory 80% of lots along open space requirement.

Staff believes that focusing on the lot and open space percentage are the most tangible changes related to the layout standards that could impact development density and stormwater treatment measures. Staff emphasized that a treatment train approach to stormwater management would be needed regardless of the specific lot and coverage standards.

Mr. Pierce indicated that completing the three tasks would cost approximately \$14,500 and they could begin in August and complete the work in October. If City Council desires for this type of analysis to be completed, staff would work with the consultant to finalize and approve a scope of work. Funding would come from the Stormwater Fund available balance.

OUTREACH SUMMARY:

Auburn Trail

Staff had an opportunity in April to discuss the Auburn Trail subdivision with representatives of the Hunziker Companies and their design engineer. The developer was clear that they had a strong desire to increase the number of lots within Auburn Trail by 20% from the currently estimated 160 standard lots. Staff discussed the March 26th staff report and reviewed the prior layout to understand what changes may be beneficial and how the layout could conceivably change while still address site constraints.

Auburn Trail representatives indicated that they no longer believe the wetlands on their site or grassed waterways are jurisdictional and wanted clarification on what hydrologic resources would be required to be protected with the U.S. Supreme Court's recent ruling changing the definition of "Waters of the United States" (WOTUS) as administered by the Army Corps of Engineers. Staff advised that to ensure that the wetlands are not jurisdiction that they should immediately contact the Corps for a determination. Staff also indicated that while the ordinance refers to wetlands and waterways in general, staff supported that the mandatory protections were only applied to jurisdictional wetlands and that the remaining areas would be evaluated as part of the overall design of the subdivision.

To increase density, Auburn Trail representatives also emphasized that the 25% minimum set aside for conservation area and open space requirements may be unnecessary. Staff reviewed the intent of both the 10% usable open space requirement of zoning and the 25% set-aside conservation requirement. Providing stormwater management meeting the City's requirements and open space areas for identified natural resources creates significant open space beyond the 10% required in typical subdivisions. The 80% of lots along open space was also discussed and how in prior subdivisions it was at times effectively used and with others it was an afterthought to comply with a standard and not effectively used within the subdivision design. The discussion concluded with the intent to evaluate changing both of these standards to see how they impacted layout and stormwater design requirements.

There was also an in-depth discussion about the requirement to limit mass grading within a Conservation Subdivision and its intent. Limiting mass grading typically reduces land disturbance and thus compaction, benefiting stormwater runoff, however, in a conservation subdivision it can also be limited to maintain natural drainage patterns. Auburn Trail representatives felt that mass grading was allowed with their final grading plan as while the majority of the subdivision was proposed to be

graded, however it did not significantly change the final elevations averaged across the site. The issue of mass grading and how it is applied has not been resolved as it is intertwined with other issues of stormwater design and the determination of protected natural resources.

Hayden's Preserve

Staff also discussed Hayden's Preserve with Casey Schafbuch of the ATI Group. The developer indicated that their site is different than Auburn Trail due to obligations of the pre-annexation development agreement and the presence of the existing stream that flows through the site with regulation of it as a WOTUS. They believed the general layout of their site where natural resources are located would always be protected with their stormwater management plans. They are also considering creating a centralized stream mitigation credit bank on the site. **While they too would like to increase some density on the site and would like to have more versatility for street arrangements, the developer emphasized their bigger issues are the development agreement requirements related to overall infrastructure construction timing and costs that they must bear to develop the site.**

These issues along with an updated zoning and subdivision master plan would be needed for them to proceed with development.

Both developers:

- Noted that the requirement that 80% of lots abut a conservation area or open space was difficult to design for and that the open space created to meet this requirement often does not serve a stormwater conveyance or resource protection purpose.
- Asked for better definition of what constituted useable open space in their meetings. (The FS-RL and FS-RM base zones require that 10% of a subdivision be dedicated as common open space. This space is to be available for passive or active recreation. In Conservation Subdivisions, this means that of the 25% open space provided, 10% must be useable.) The developers wanted clarification on what elements made an open space useable—trails, recreation improvements, etc. and how much common open space could be green space to count as useable.
- Indicated that the use of cul-de-sacs and longer block lengths would assist in the design of conservation developments. This is mainly due to the conflicts between these requirements for interconnected streets and other Conservation Subdivision standards for open space preservation.
- Shared that not allowing lots direct access onto collector streets hindered the number of useable acres and design options.

One of the initial requests in the AEDC letter was to allow open ditch (rural cross-section) road design instead of curb and gutter. **Staff had indicated that they would not recommend these changes at the March 26 City Council meeting and relayed this to the development representatives in the meetings. The developers indicated that this was suggested as open ditches provide open conveyance for stormwater and thus greater infiltration and lower runoff rates. This issue is no longer being evaluated by Public Works staff as was discussed in the March 26th report.**

Friends of Ada Hayden

The Friends of Ada Hayden had three representees meet with staff to learn about City Council's direction to staff. **The discussion emphasized how increased impervious area in the watershed was a concern and that the ordinance was crafted to minimize impervious area and density to ensure the storm water measures would perform as well as possible to protect Ada Hayden's water quality. They value open space for various reasons. However, in terms of water quality, they also understood development under stormwater management regulations will result in water quality improvements from the current agricultural practices on the properties. The previous work planning for new wetlands in Hayden's Preserve was mentioned as a model of quality integration of best management practices into a development.**

The group is interested in the results of the consultant's modeling showing the impacts of the amendments on runoff volumes and rates, specifically as they relate to water quality and the stream that runs through the Hayden's Preserve development and connects to Ada Hayden. Impacts are anticipated due to the increases in density these amendments may cause along with some of the limitations of recently adopted SF 455. The group questioned if phosphorus and nitrogen levels would be part of any modeling, staff indicated that is not anticipated, it would primarily be a volume-based assessment.

ALTERNATIVES:

1. Direct staff to finalize a scope of work for stormwater analysis of three scenarios.
2. Decline to pursue the stormwater analysis described above.
3. Take no action and direct staff to provide additional information as needed.

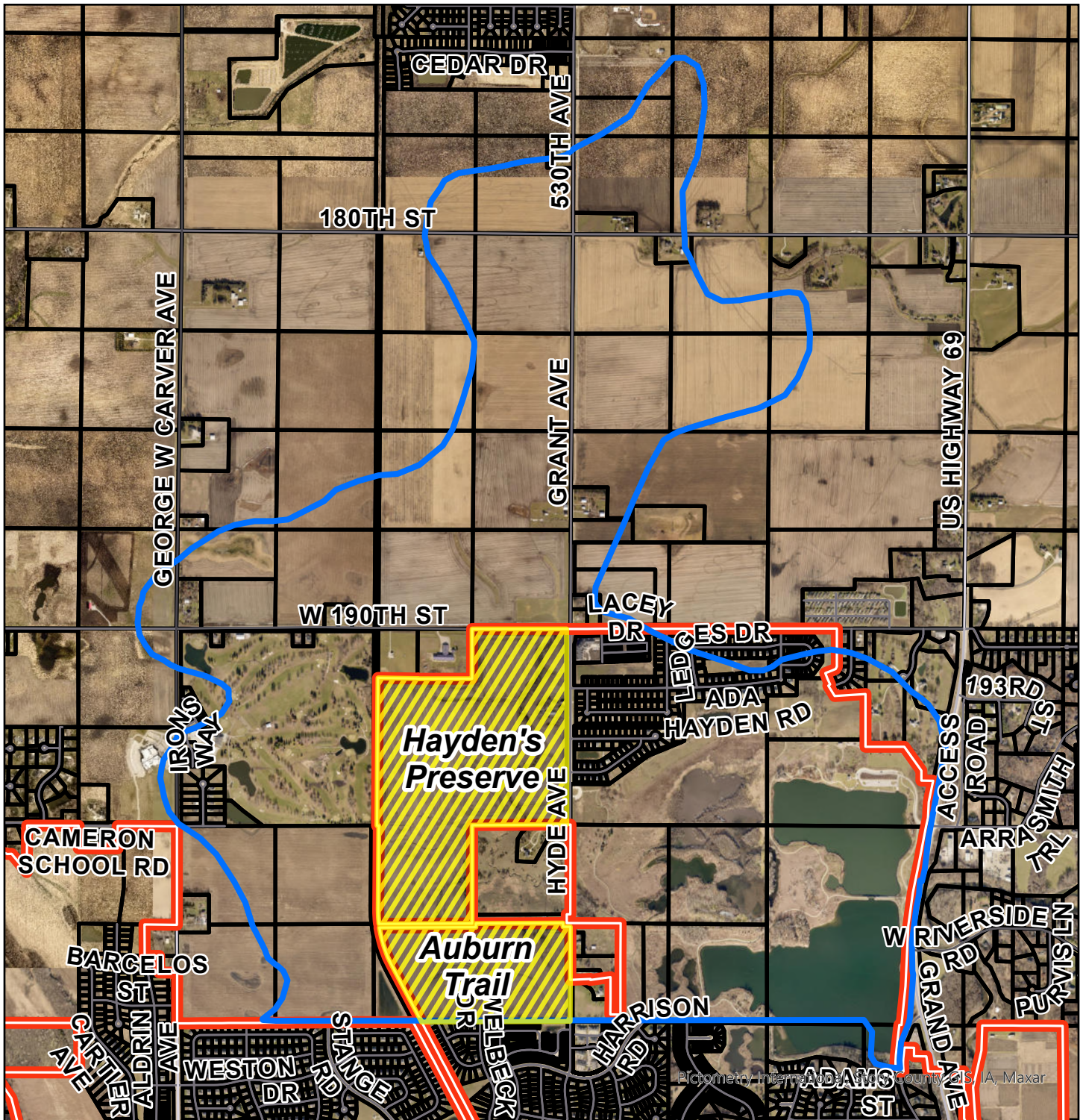
CITY MANAGER'S RECOMMENDED ACTION:

From staff's preliminary discussions it appears that some changes can be made to the ordinance and achieve the general intent of the Conservation Ordinance as it was originally envisioned. Eliminating the prescriptive requirements can add flexibility to design, but the final language will need to include design objectives for a development that will be evaluated on a case-by-case basis. **Changes will, to varying degrees, benefit Auburn Trail, Hayden's Preserve, and future development at the Borgmeyer farm, but it is not yet known what changes would mean quantitatively for the development density or for storm water runoff. The option of hiring a consultant would provide a comparative evaluation for the water shed and the two specific projects of Auburn Trail and Hayden's Preserve. Although there is minor cost to the work and it will delay a decision until this fall, the analysis could prove to be valuable for shaping final language as changes to the Conservation Subdivision ordinance.** Therefore, it is the recommendation of the City Manager that the City Council approve Alternative 1.

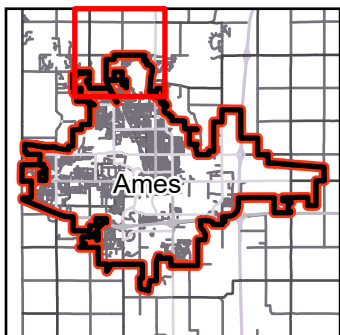
ATTACHMENT(S):

[Attachment A - Map.pdf](#)

Ada Hayden Watershed Map

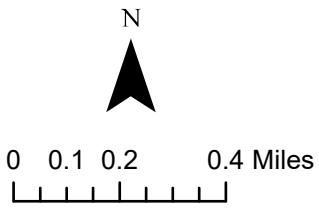


Pictometry International Corp. Ames, IA, Maxar



Legend

- Ada Hayden Watershed
- City Limits
- Pending Developments
- Parcels



ITEM #: 51
 DATE: 06-25-24
 DEPT: P&R

COUNCIL ACTION FORM

SUBJECT: INCREASING ICE ARENA COORDINATOR POSITION FROM 0.75 FTE TO 1.0 FTE

BACKGROUND:

The Ames/ISU Ice Arena is primarily under the supervision of the Ice Arena Manager. In the FY 2020/21 budget, a three-quarter time (0.75 FTE) Ice Arena Coordinator position was added to assist the Ice Arena Manager with recreation programs and services. Because of the long hours the Ice Arena is open each day, it is not possible for one person to adequately supervise the part-time staff at the facility. Therefore, the new Ice Arena Coordinator position is intended to also offset the Manager’s schedule to ensure the facility is providing quality customer service and ice during the evening hours and weekends.

Although the Ice Arena Coordinator position has been budgeted for several years, we have not been successful in filling this .75 FTE position. The last recruitment was in Fall 2022 and only 8 people applied. The number of qualified applicants was minimal, which resulted in a failed recruitment. Earlier that year, for comparison, the 1.0 FTE Recreation Coordinator-Programs and Facilities recruitment was conducted and resulted in 37 applicants, concluding with a successful hire.

Based on past experience, staff believes in order to fill this critical position it must be increased from .75 FTE to 1.0 FTE. Traditionally, staffing requests are made during the budget process. This is a unique situation, however, as a new Ice Arena Manager will start July 1, 2024, and the Coordinator position has been restructured to report directly to the Manager, as opposed to the Recreation Superintendent. The Department will also soon be recruiting for a 1.0 FTE Recreation Coordinator-Programs and Facilities position. This creates the opportunity to recruit for two full-time Coordinator positions at the same time, which may yield a more successful recruitment.

IMPACT ON ICE ARENA BUDGET:

Increasing the Ice Arena Coordinator position to full time would reduce the amount of temporary shift leaders needed during times of high utilization. Temporary staff will still be needed at the facility throughout the week, but temporary salaries would be reduced approximately \$24,000 per year based on actuals for the last seven years.

Listed below is a comparison of the Personal Services for the FY 2024/25 Adopted Budget versus a proposed revised budget which includes the Ice Arena Coordinator at 1.0 FTE:

FY 2024/25	Personal Services Amount
Adopted Budget with 0.75 FTE for Ice Arena Coordinator	\$ 325,745
Proposed Revised Budget with 1.0 FTE for Ice Arena Coordinator*	\$ 302,570
Savings / (Shortfall)	\$ 23,175

*Coordinator starting at bottom of wage scale and single insurance.

Overall, from a budget perspective, if the Ice Arena Coordinator's starting salary is at the bottom of the wage scale, and the successful candidate selects single insurance, the Ice Arena budget would experience a savings in Personal Services of \$23,174. If the Coordinator were to start at midpoint and select family insurance, the Ice Arena budget would experience a shortfall of \$7,410 in Personal Services. The savings in the budget as shown in the table above is the more likely scenario which will benefit the Ice Arena budget. Staff is also confident any shortfall, if there is one, can be covered within operations.

A dedicated full-time Ice Arena Coordinator would also provide consistency for user groups and patrons. Areas of consistency would be in the enforcement of rules and policies, but also ice conditions and facility maintenance. Less temporary staff would also significantly reduce the recruitment and training hours required of the Manager prior to temporary staff being able to work, as turnover is high with the number of college students employed and variance from semester to semester. In addition, a full-time Ice Arena Coordinator position would also provide a more feasible succession plan for the Ice Arena Manager, and possibly other Recreation Managers within the department, if a vacancy arose.

ALTERNATIVES:

1. Approve increasing the Ice Arena Coordinator position from 0.75 FTE to 1.0 FTE, beginning July 1, 2024.
2. Do not approve the FTE increase for the Ice Arena Coordinator.
3. Refer back to staff.

CITY MANAGER'S RECOMMENDED ACTION:

Increasing the Ice Arena Coordinator position to a 1.0 FTE would provide great value to the Ames/ISU Ice Arena, and improve the quality of service provided to customers. Staff anticipates that savings for temporary staff will offset some, or all, of the incremental cost of the change from 3/4 time to full-time. Additionally, many responsibilities that are handled by temporary staff can be more appropriately placed under this full-time professional, resulting in improved services. For these reasons, it is the recommendation of the City Manager that the City Council approve Alternative #1 as listed above.

ITEM #: 52
DATE: 06-25-24
DEPT: P&R

COUNCIL ACTION FORM

SUBJECT: US FOREST SERVICE URBAN AND COMMUNITY FORESTRY GRANT

BACKGROUND:

In April 2023, the US Forest Service announced a funding opportunity through the Inflation Reduction Act. The grant opportunity sought to provide multiyear, programmatic grants for tree planting and related activities, with a priority for projects that benefit underserved populations and areas. Grant funds were available to municipalities and non-profit organizations and required a dollar-for-dollar match. Applicants who qualified as "Disadvantaged", as defined by the federal Climate & Economic Justice Screening Tool (CEJST) or other federal tools, were able to request a match waiver for their proposal.

The City submitted a grant proposal requesting \$810,500 along with a match of over \$813,000 that was to be used over the next five years (2023-2028). Additionally, the City's application included a waiver request for the dollar-for-dollar funding match requirement. Below is a summary of the measurable goals included in the City's application which are shown in Attachment A, with further detail.

1. Update the Ames Urban Tree Inventory
2. Expedite removal of all remaining ash trees in public right of ways and park-woodland interfaces (developed areas such as trails, parking, etc.).
3. Replace ash trees that were removed from public right of ways, (1 for 1) as defined by the Emerald Ash Borer Response Plan.
4. Contract with Iowa DNR to develop woodland management plans for multiple park woodlands.
5. Contract with the Conservation Corps of Iowa/Minnesota for woodland management (i.e. - tree trimming, invasive vegetation controls, etc.) in the parks.
6. Additional tree plantings in the parks and right of ways.
7. Construct a Gravel Bed Nursery (a space to develop young trees in order to be planted in the parks and right of ways)
8. Additional Park Maintenance staff training
9. Hire additional temporary staff to assist with aforementioned items

On September 14, 2023, the US Forest Service announced 385 grant recipients from the 842 applicants. The City's grant proposal was selected for funding at the \$810,500 amount requested. The City does not qualify as disadvantaged based on CEJST, but did meet disadvantaged eligibility using other federal Environmental Protection Agency (EPA) tools; therefore, the dollar-for-dollar match requirements have been waived.

The US Forest Service has partnered with the Arbor Day Foundation to administer the grant for the City. City staff will work directly with the Arbor Day Foundation on grant management, fund allocation, and required reporting.

Areas that are identified as "Disadvantaged" mean they have one or more Supplemental Index variables at or above the 80th percentile in either the nation or in the state, as well as being identified as having a Climate Change Risk Factor. The only exception to this is for ash removal and replacement.

The US Forest Service has mandated that the priority use of grant funds shall be used to complete work in the Disadvantaged portions of Ames, as shown on the map in Attachment B. Measurable goals 2, 3, 5 and 6, listed above, are to only be completed in the Disadvantaged areas of Ames. However, the US Forest Service has given permission to utilize a portion of the funds to complete measurable goals 1, 4, 7, 8, and 9 city-wide, since all residents (including those living in Disadvantaged areas) may benefit from these activities.

Although the City was notified of the grant award in September 2023, there has been extensive dialogue between the US Forest Service, Arbor Day Foundation, and City staff to fully understand the requirements and procedures outlined in the agreement between the City and Arbor Day Foundation, as shown in Attachment C. Staff wanted to ensure there was a clear understanding of what was expected before presenting this agreement to Council. A few highlights of the agreement are shown below:

- Section B.1 - The agreement period commences on June 25, 2024, and terminates no later than September 30, 2028.
- Section D.1 - The Arbor Day Foundation will pay \$810,500 on completion of measurable goals.
- Section D.3 - Payments to the City will be made on a reimbursement basis.
- Section D.5 - Arbor Day Foundation reserves the right to withhold 10% of grant funds until all grants reports are received and accepted.
- Section E - This section states that the match requirement has been waived.
- Section G.5 - The City shall prepare written programmatic reports on a bi-annual basis throughout the project period. They are due by May 30 and November 30 of each year.
- Section M - This agreement may be amended, in writing, if agreed upon by both parties.
- Section N - The City of Ames maintains insurance coverage as described in Section N.
- Attachment 1 - City's Approved Grant Narrative
- Attachment 2 - City's Approved Project Budget
- Appendix 1 - Includes in further detail the award provisions

City staff believes that the terms and conditions of this agreement are reasonable and can be accomplished within the specified timeframe.

ALTERNATIVES:

1. Approve the Agreement with the Arbor Day Foundation and accept the US Forest Service Urban and Community Forestry Grant in the amount of \$810,500.
2. Do not approve the Agreement with the Arbor Day Foundation for the US Forest Service Urban and Community Forestry Grant.
3. Refer this item back to staff.

CITY MANAGER'S RECOMMENDED ACTION:

Over the last ten years, City staff has developed and implemented plans to improve the urban forest on City-owned property. This grant opportunity allows for that work to be continued and improved by planting additional trees, improving park woodlands, expediting removal of ash trees, and updating the tree inventory. These additional funds will allow staff to complete activities that are not planned in the current or future budgets. Staff believes this is a win-win for the City of Ames and the management of its urban forest. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternate #1.

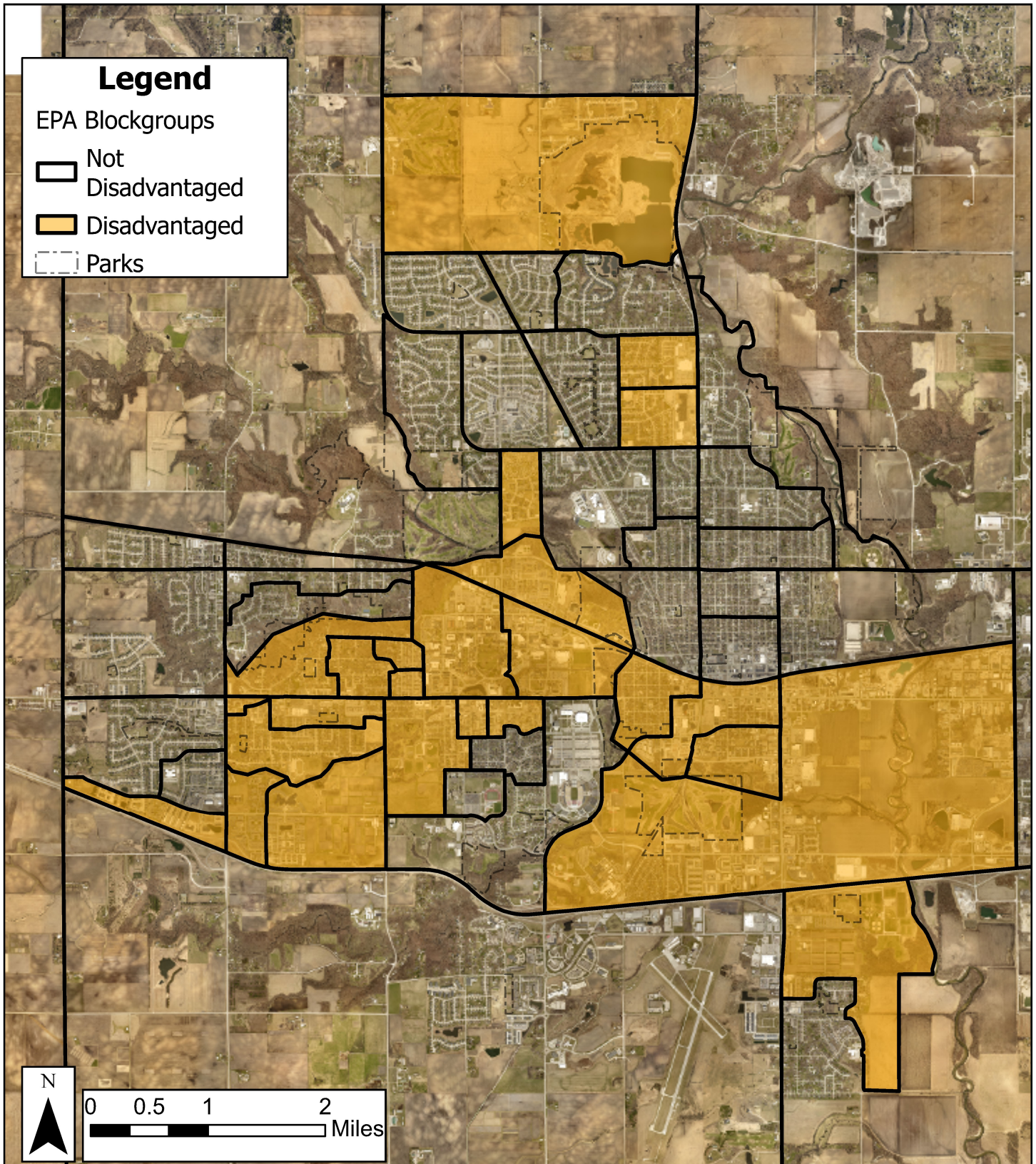
ATTACHMENT(S):

[Attachment B - Disadvantaged Areas Map.pdf](#)

[Attachment A - Measurable Goals.pdf](#)

[Attachment C - Agreement with the Arbor Day Foundation.pdf](#)

Disadvantaged Areas within USFS Grant



Disadvantaged Status calculated using EPA EJScreen Tool, selecting for EPA Blockgroups with one or more Supplemental Index variables over 80% in USA or Iowa, plus blockgroups with Climate Change Risk Factor identified.



USDA Forest Service Urban & Community Forestry Inflation Reduction Act Grant

Amazing Ames – A Thriving Canopy for a Thriving Community

Pending City Council approval, the City of Ames will have the following measurable goals to be accomplished in accordance with the rules and regulations of the USDA Forest Service.

Measurable Goal	Disadvantaged Areas Only	Community Wide	Comments
Complete update of the Ames Urban Tree Inventory		X	Public meetings must be held in disadvantaged areas to discuss findings of urban tree inventory and to cooperatively develop urban forest management strategies for these areas.
Removing all remaining ash trees on public right-of-ways and park-woodland interfaces	X		
Replacing ash trees removed from public right-of-ways, 1-1	X		
Management plans created for all Ames urban woodlands: Brookside Park, Emma McCarthy Lee Park, Munn Woods, Inis Grove Park, East River Valley/Carr Park, Gateway Hills Park, and Moore Memorial Park		X	
On the ground urban forest management by Conservation Corps of Iowa and Minnesota with the goals of reducing invasive species, clearing excess downed wood, timber stand improvement, trail enhancement, streambank stabilization	X		On the ground work can only be conducted in urban woodlands that are within or directly border disadvantaged areas which includes Brookside Park, Emma McCarthy Lee Park, Munn Woods, Gateway Hills Park, and Ada Hayden Heritage Park
Bi-annual tree planting in parks and public right-of-ways	X		
Construction of Gravel Bed Nursery system		X	Trees and shrubs grown in the gravel bed can be planted community wide
Annual City of Ames P&R Staff training on forestry topics by certified trainer		X	
Additional temporary staff hired annually		X	

SUBAWARD AGREEMENT
BETWEEN
National Arbor Day Foundation
AND
City of Ames, IA

This is a Subaward agreement for a sub-grant under a federal assistance grant between the **National Arbor Day Foundation** d/b/a Arbor Day Foundation (hereinafter “Arbor Day Foundation”) and **City of Ames, IA** (hereinafter “Sub-grantee” or Subrecipient).

This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the Award Provisions (**APPENDIX I**); the approved Project Work Plan (**ATTACHMENT I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-award Agreement.

The Sub-grantee is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found. Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact the Arbor Day Foundation primary contact.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY

- A.1 The Arbor Day Foundation office located at 211 N. 12th Street, Lincoln, Nebraska, will have administrative and programmatic oversight over the implementation of and compliance with the terms of this agreement.
- A.2 Sub-grantee shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient, to pay the non-Federal share of project costs, when applicable.

B. PERIOD OF SUB-GRANT AGREEMENT

- B.1 This sub-grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on the effective date and terminating no later than the completion date of **September 30, 2028**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

C. ORIGINATING SOURCE OF FUNDING

- C.1 The originating source of these Federal assistance grant funds is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program.
- C.2 The originating grant period is from **December 18, 2023**, to **November 30, 2028**.
- C.3 The National Arbor Day Foundation’s Award Cooperative Agreement number is **24-CA-11132544-015**.

D. AMOUNT OF SUB-GRANT AND PAYMENT

- D.1 Arbor Day Foundation, acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee a total of **\$810,500.00** for the successful completion of services provided under this Federal assistance Sub-grant.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. The Arbor Day Foundation shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of bi-annual financial reports (see **“Reporting”, Section G**) in a format established by or pre-approved by the Arbor Day Foundation. Funds will be made available within 10 working days of receipt of the financial reports in accordance with the reporting provisions in **Section G**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 Arbor Day Foundation reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make satisfactory progress towards the goals and objectives set forth in Attachment 1,
 - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement, or
 - Sub-grantee inability to submit reliable and/or timely reports or other deliverables as described in this agreement.
- D.5 Arbor Day Foundation reserves the right to withhold 10% of the Sub-grant amount from final payment until after all required final project reports are received and accepted by the Arbor Day Foundation.
- D.6 All payments to Sub-grantee will be made via ACH payment, to the account provided to the Arbor Day Foundation by the Sub-grantee. Sub-Grantee must provide a completed W-9 form prior to initial payment being made.

Use of Award Funds

- D.7 Award funds and any interest earned thereon shall not be used:
- To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”));
 - To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - To make any awards to individuals or organizations (unless pre-approved in writing by ADF).
 - No part of the Award funds shall be paid to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

E. MATCHING OR COST SHARE REQUIREMENTS

The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

F. SUB-GRANT MODIFICATIONS

Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Arbor Day Foundation is not obligated to fund any changes not properly approved in advance.

G. REPORTING

Financial Reporting

- G.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by the Arbor Day Foundation, Sub-grantee may be required to send the supporting documentation to support claims made on the Financial Report. The Arbor Day Foundation may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.
- G.2 Sub-grantee shall prepare financial reports on a bi-annual basis throughout the project period. These reports will be due each year, by May 30 and November 30. Failure to submit reports may result in future payment delays.
- G.3 Financial reports shall include at a minimum the following information:
- a. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
 - b. An accounting of year-to-date expenses, indicating cumulative actuals versus budget;
 - c. Grant balance remaining as of reporting period;
Supporting documentation.
- G.4 A final financial report under this Sub-grant must be provided to the Arbor Day Foundation no later than September 30, 2028.

Programmatic Reporting

- G.5 Sub-grantee shall prepare written programmatic reports on a bi-annual basis throughout the project period. These reports will be due each year, by **May 30** and **November 30**. Failure to submit reports may result in future payment delays. To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.
- G.6 Programmatic reports should include the following information:
- a. Major activities, program highlights, and accomplishments during this period.
 - b. Challenges faced and issues encountered, including any deviations or departures from the original project plan.
 - c. Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals.
 - d. Significant findings and events.
 - e. Planned activities for the following quarters.
 - f. Administrative and logistical changes or constraints.
- G.7 A final programmatic report under this Sub-grant must be provided to the Arbor Day Foundation no later than **September 30, 2028**.
- G.8 All required reports should be submitted to the Arbor Day Foundation, according to the dates indicated in this Agreement.
- G.9 The Arbor Day Foundation may, at its discretion, require other programmatic reports from Sub-grantee.

H. MANDATORY AWARD PROVISIONS

The Award Provisions are attached in Appendix I.

I. MONITORING, EVALUATION AND SANCTIONS

- I.1 As a condition of the receipt of this award, the Arbor Day Foundation may conduct monitoring to ensure Sub-grantee capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this agreement and to verify that the Sub-grantee has in place effective internal controls to achieve these goals.
- I.2 Monitoring will include an assessment of the performance of the Sub-grantee against the goals and performance standards of the Federal Assistance Grant and as required herein. Substandard performance as determined by the Arbor Day Foundation) may constitute non-compliance with this Agreement.
- I.3 As a part of its ongoing monitoring process, the Arbor Day Foundation will evaluate Sub-grantee progress and project goal attainment based on the bi-annual reports prepared by Sub-grantee and submitted to the Arbor Day Foundation, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.
- I.4 In addition, the Arbor Day Foundation reserves the right to request and conduct an onsite visit as part of its monitoring plan. In the event an onsite visit is requested, the Arbor Day Foundation will inform the Sub-grantee in writing, at least two weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the Arbor Day Foundation staff member conducting the visit, and the areas or files to be reviewed.
- I.5 Sub-grantee shall adhere to any monitoring and evaluation plans developed and specifically required by the Arbor Day Foundation as a result of any and all monitoring activities.
- I.6 The Arbor Day Foundation reserves the right to require additional monitoring and evaluation measures to ensure that the Sub-grantee fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring.
- I.7 The Arbor Day Foundation reserves the right to terminate this Sub-grant Agreement if Sub-grantee is unwilling or unable to achieve and/or complete any portion of or all project goals, or if the Sub-grantee refuses to cooperate with the Arbor Day Foundation monitoring requests.
- I.8 If action to correct substandard performance revealed during monitoring is not taken by the Sub-grantee within a reasonable period of time after being notified by the Arbor Day Foundation, Sub-grant suspension or termination measures may be initiated.
- I.9 In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements, found in §200.501(a), audit requirements for Federal awards, non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must agree to have a Single Audit conducted in accordance with §200.514 Scope of Audit. Further, §200.512 requires that the final report for such audit be completed within nine months of the entity's fiscal year end.

As a condition of this award, the sub-grantee will be required to annually certify if their organization has been subject to the Single Audit requirement according to the above citations. This certification will be done by completing a form via the Arbor Day Foundation's Grant Management System, Submittable. A copy of any required Single Audit reports will be forwarded to the Arbor Day Foundation no later than 9 months after the entity's fiscal year.

J. SUB-AWARDS

- J.1 Unless already approved, no funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant without prior written approval from the Arbor Day Foundation.
- J.2 Under the terms of this agreement with the Arbor Day Foundation, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to the

Arbor Day Foundation at the address specified in **Section Q.1.**

K. LIMITATION

The Arbor Day Foundation and Sub-grantee understand and acknowledge that, except as expressly provided in this Sub-grant Agreement, there is no other obligation whatsoever to provide additional support to Sub-grantee for purposes of this or any other project.

L. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

M. AMENDMENT

This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant documents, after formal consultations and agreement between the Parties.

N. INSURANCE

N.1 The Sub-grantee shall maintain all the following insurance coverage during the period of this grant:

a. General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury

b. Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

c. Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State in which the Sub-Grantee is performing work under this grant award.

N.2 Sub-grantee must provide to the Arbor Day Foundation written Proof of Insurance within 30 days of the effective date of this Agreement and annually as requested.

N.3 If Sub-grantee is self-insured, the Sub-grantee must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

O. ELECTION OF DE MINIMIS INDIRECT RATE.

For the Administration of this grant, the Arbor Day Foundation has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). Each Sub-grantee will be allowed to use their own federally approved indirect rate, cost allocation plan, or the 10% de minimis rate.

P. GOVERNING LAW

The federal or state courts located in the State of Nebraska shall have jurisdiction to hear any dispute under this Agreement.

Q. NOTICE

Q.1 The **Arbor Day Foundation** provides the following addresses as the *primary points of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Names:	Kristi Hurley, Grants Administrator Amy Lester, Project Coordinator Lex Milburn, Project Coordinator
Organization:	Arbor Day Foundation
Address:	211 N. 12 th Street, Lincoln, Nebraska
Country:	United States
Email Addresses:	khurley@arborday.org
	Alester@arborday.org
	lmilburn@arborday.org

Q.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name:	Gabriele Edwards
Organization:	City of Ames
City, State and Zip:	Ames, IA 50010
Country:	United States
Email Address:	Gabriele.edwards@cityofames.org
UEI #:	GK9YL53MJ459

R. REPRESENTATIONS AND WARRANTIES

R.1 The Grantee and the Sub-Grantee shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.

R.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

Acknowledged and Accepted:

By: _____
Dan Lambe, CEO
National Arbor Day Foundation

By: _____
John A. Haila, Mayor
City of Ames, Iowa

Date: _____

Date: _____

ATTACHMENTS

- I. Sub-grantee Approved Grant Narrative
- II. Sub-grantee Approved Project Budget

APPENDIX

I. Mandatory Standard Provisions

Attachment A – 2 CFR PART 170

Attachment B – Whistleblower Notice

Attachment C - AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

**ATTACHMENT I
APPROVED GRANT NARRATIVE**

A. Project Narrative

Each page must be numbered and have one-inch margins. The text of the project narrative must be single spaced and typed in a standard typeface (e.g., Times New Roman, Arial, Calibri) with no smaller than 12-point font. The project narrative must not exceed 7 pages. This page limit applies to the project narrative only. Other application materials, such as budget details/narratives, maps, and letters of commitment from contributing partners are not counted in this 7-page limit.

Project Narratives must include all the following information:

- 1. Project Title:** Provide a uniquely descriptive title for this project. Use this full title consistently on all submission communications and supplemental documents, including letters of support, until an official application number is assigned by the Forest Service.

Amazing Ames — A Thriving Canopy for a Thriving Community

- 2. Project Applicant:** Provide the name of the organization applying for Federal funding.

City of Ames, Iowa

- 3. Contact Information:** Provide the name, title, address, phone number, and email address for the person leading the project or program.

City of Ames
Gabbi Edwards, City Forester
Parks & Recreation Department
515 Clark Ave I Ames, IA 50010
515.239.5342(main)
gabriele.edwards@citvofames.org

- 4. Project Summary:** In less than 100 words, provide a summary of the project that includes the scope, location, key partners, and expected accomplishments.

The City of Ames will work to build a robust and resilient urban canopy that can be enjoyed by all our residents. By increasing planting and new tree maintenance, conducting timber stand improvement in our urban woodlands, establishing a gravel bed nursery, and working to complete our 20-year Emerald Ash Borer Response Plan ahead of schedule, Ames will grow a quality urban canopy that provides countless benefits back to our residents. A healthy, thriving urban canopy creates a healthy, thriving community.

- 5. Project Scope Alignment:** Describe the issues this project is seeking to address and how the project will contribute to the goals in this funding opportunity, including congressional, Justice40, State Forest Action Plans and Ten-year Urban and Community Forestry Action Plan (2016-2026) priorities. (30 pts)

The City of Ames is in Story County which is in the heart of the State of Iowa. Even though Iowa is one of the most disturbed states in the nation, Story County has some hidden gems that lead it to be an excellent candidate for community driven improvements. Ames is the home of Iowa State University (ISU) and the Skunk River Greenbelt. These factors combined with the proximity to the Des Moines Metro make Ames an attractive place to live. According to the 2020 Census, Ames had a population of 66,427 (nearly half of which were ISU students — 27,854). This is up 28.9% from the 2000 census. The City of Ames has been an Arbor Day Foundation recognized Tree City USA for 40 years, one of the longest standing communities in the state.

This young, sprawling community utilizes urban and community forestry planning to ensure long-term resilience, biodiversity and health moving forward. Ames empowers citizens to be actively engaged in the natural world through the many City parks and urban forests, while maintaining a vision of easily accessible, high quality, diverse outdoor opportunities.

The City of Ames created an EAB Response Plan in 2014 to remove all publicly owned ash trees in parks and right-of-way space over 20 years. The plan includes removal of trees by contractors, stump grinding, and a 1 for 1 replacement the following season. At the time, our urban forest inventory identified just over 2,500 ash trees. However, we have since learned the inventory is inaccurate, being constructed by volunteer groups and college students. While we are confident that almost all the ash in maintained areas of parks have been removed, we believe around half of the right of way trees remain. We are currently in year 10 of the plan with a decade more to go. Many of the remaining ash in our community are declining much faster than anticipated. Removals need to be pushed earlier, creating an increased financial burden on the community. In addition, with an inaccurate urban inventory it is difficult to know where the remaining ash are located and their condition relative to removal timeline. This project will increase the speed of our existing EAB Response Plan, which currently has a decade left of treatments and removals. Leveraging these funds will allow the City of Ames to remove and replace public ash trees faster. This will alleviate the public safety risk of dying and dead ash trees along public right of ways and reduce the financial burden on our community. Removing declining and dead ash trees from along our right-of-way spaces creates a safer place for pedestrian, bike, and car traffic, helping to make Ames a safer community. Many people in Ames, full-time residents and Iowa State University students alike, walk, bike, and use public transportation to move around town. Reducing tree hazards reduces the risk of someone getting injured by these declining trees. In addition, the project seeks to hire an external professional company to completely update Ames' urban forest inventory. An inventory update will eliminate the inaccuracy we face, assist in planning and projects, help manage maintenance tasks, and empower the residents to better understand their urban forest. Updating Ames' urban forest inventory aligns with Iowa SFAP Goal 1, Strategy 1, 2, and 7, and USFS UCF 10 Year Urban Forestry Action Plan Goal 1 and Goal 5. Identifying, removing, and replacing ash across the community aligns with Iowa SFAP Goal 1, Strategy 2, 5, 7, and 8, and USFS I-ICF 10 Year Plan Goal 4.

With an updated urban inventory, the City of Ames can begin strategically planning planting efforts in areas of the community that are underserved, in priority surface drinking water sheds, and suffer from the urban heat island effect. The HUC12 watershed of the southeast portion of Ames is identified as a priority location for surface drinking water according to the Forest to Faucets 2.0 tool. Tree planting will occur in areas recognized as Disadvantaged based on USDA Forest Service approved tools. We will increase our current tree purchasing budget, allowing the City of Ames to plant many more trees per year, and just as importantly, ensure they receive adequate water and long-term management. We will actively seek out high-quality nursery stock and plant native species, species on the climate fringe in anticipation of climate change, and species well suited for the urban environment. Planting more trees within the disadvantaged areas of Ames will provide many benefits to the residents such as reduced stormwater flow, lower temperature, and more mental and physical health benefits. Targeting planting in priority areas based on the factors listed above puts the most benefits in areas with the most need. Countless research studies have shown that trees improve the overall quality of life for people. More trees in Ames' neighborhoods also means more staff needed to properly care for these trees. The City of Ames will hire additional seasonal staff members in Ames Parks and Recreation to assist with watering, young tree maintenance, and general urban forestry tasks. Iowa State University in Ames has a Society of American Foresters accredited Forestry program. With this resource already in the community we can attract a pool of quality candidates who may choose to return for several periods of employment which allows for increasing responsibilities as length of service increases. Planting more trees across Ames aligns with the Iowa Urban Tree Council and Iowa DNR goal of growing the statewide canopy cover by 3% by 2030. Tree planting meets Iowa SFAP Goal 1, Strategy 2, 4, 5, 7, and 8, Goal 2 Strategy 2, 3, 4, and 6 and aligns with USFS UCF Goal 1, 4, and 5. By targeting planting efforts in

underserved areas we are addressing environmental and economical concerns address in congressional orders and Justice40.

This grant will fund the creation of a gravel bed nursery in Ames. These nurseries have been identified as cost-effective methods to grow appropriately sized street and park trees at a fraction of the cost of purchasing from a landscape nursery. Trees purchased from a local nursery can cost \$250-\$400 depending on the species. While the price is justified in their business model, it can be cost-prohibitive to our community. Establishing a gravel bed nursery allows the City of Ames to purchase bare root trees from wholesale nurseries, grow them out for a season for additional root and shoot growth, and then plant them throughout the community in the fall. Gravel bed nurseries have been found to produce higher quality trees with much improved root systems, eliminating most if not all stem-girdling roots created by growing trees in hard plastic containers. In addition, the trees can be purchased at a lower cost than traditional nursery trees. The creation of a gravel bed nursery in Ames aligns with Iowa SFAP Goal 1 Strategy 1 and 4, Goal 2 Strategy 4, 5, and 7, and Goal 3 Strategy 4 and 5. This project also aligns with USES UCF Goal 4 and 5.

The City of Ames will engage in landscape level natural resource management. Ames will hire Conservation Corps of Iowa (CCI) to conduct timber stand improvement within several of our urban woodlands. These areas are easily accessible via public transit, dispersed across the community, and offer citizens the opportunity to recreate in their own neighborhood. CCI will work to improve forest health and diversity, remove excess plant material that has persisted after the August 2020 derecho, remove invasive species, and establish connected trails through our city woodlands. The Ames woodlands surround creeks and rivers, by improving the health of the surrounding forest we will also be improving water quality and the health of the aquatic ecosystem. Conducting forest management in the urban, suburban, and rural landscapes increases the positive impact of the work. Urban woodland management creates quality, unique recreation opportunities for Ames residents, and prime locations for workshops and educational events. While there are natural areas for outdoor recreation just outside of city limits through Story County Conservation and other groups, a portion of Ames residents do not own cars and rely on walking, biking, and public transportation. Improving the urban woodlands located throughout Ames will provide this underserved population the opportunity to recreate in a native woodland and be immersed in nature. This type of opportunity is unfortunately few and far between in Iowa given the immense landscape alteration that has taken place in preference of agriculture fields. It is unique in Iowa for a community such as Ames to have interior, City owned and managed woodlands. It is our responsibility to enhance these woodlands, establish clear and safe trails, and improve forest health. The funding provided through this grant project will allow the City of Ames to do just that work, and provide quality, unique outdoor recreation that is easily accessible. This work aligns with Iowa SFAP Goal 1, Strategy 1, 2, 5, 6, 7, 8, and Goal 2 Strategy 6 and 7, Goal 3 Strategy 2, 3, 4, 5, and USFS UCF Goal 1, 4, 5, 7. Quality urban woodlands that are easily accessible via public transit and provide unique and significant recreational opportunities aligns with congressional orders and Justice40.

6. Implementation Strategy/Methodology/Timeline: Provide a detailed explanation of the proposed approach, methodology, operations strategies, project schedule/timeline with goals/milestones, expected accomplishments or measurable outcomes, and project assessment/evaluation methods.

In the Fiscal Year 2024/2025 (FY24/25) of the grant, the City of Ames will complete a full urban forest inventory update through a hired contractor. With accurate, up to date data we will be able to begin strategically planning and managing our urban forest, including analyzing for species diversity and distribution and immediate work needs. After the update, City of Ames will leverage staff from across different departments to assess the quality of the Ames canopy, where planting efforts should be focused in tandem with current and future Public Works projects, and resources that can be shared across City operations. The updated inventory will be easily accessed from the City of Ames Trees webpages to empower residents to seek out information about their surrounding canopy composition. Engaging Ames residents in natural areas in and around Ames will begin in FY24/25. The gravel bed nursery would be established in

FY24/25 of the grant cycle after supplies have been secured and a complete engineering and maintenance plan has been created.

Ames will seek to hire a diverse group of seasonal employees, with the hope of hiring employees from the Greater Ames area who can work to make an impact in their own community. Staff will increase our planting efforts to plant additional trees in priority areas identified as Disadvantaged using USDA Forest Service approved tools. These initiatives will begin in FY24/25 of the project but will increase in volume and significance once the urban forest inventory is updated. With additional funding, and leveraging available grants and partnerships, we will plant more trees than our current annual averages each year. Water buckets will be purchased to create slow-drain water systems, seasonal staff will assist with watering and tree care, staff will update and maintain the urban forest inventory, and our urban canopy will grow. Species diversity, canopy size, evaluation of canopy quality and condition, and maintenance work will all be evaluated annually using urban inventory data. Annual grant progress updates may be presented to the Parks and Recreation Commission and the Ames City Council.

Working with experienced forest managers from the Iowa Department of Natural Resources, management plans will be created for all Ames urban woodlands. These management plans will identify priority areas in the woodlands for the CCI crews to focus efforts, including invasive species management, timber stand improvement, wildlife habitat improvement/creation, removal of excess downed material, and trail establishment. In FY24/25 of the project, a management plan will be written for at least one urban woodland providing work direction for CCI crews that following year. As the grant progresses management plans will be created for all urban woodlands with a goal of one management plan created each year. Conservation Corps of Iowa work will take place on the ground within designated urban woodlands that are within or bordering identified Disadvantaged Areas. As forest stand improvements are completed and trail maps are ready, information about the woodlands will be shared on our City of Ames Parks and Recreation webpages. Online maps will also include amenities within the park system, nearby bus stops, and accessibility information. Maps will also be posted within the parks for easy access to visitors. The EAB Response Plan will be sped up, increasing our planned removals, stump grinding, and replacements. This work is all conducted by contractors who competitively bid on the projects. Contractor work is evaluated by the City Forester on an ongoing basis and the City Forester directs species to be planted for replacement plantings.

7. Capability and Capacity: Describe how each contributing organization is suited for (mission) and qualified to deliver the project. Provide the names, titles, and organization affiliation and specific roles of key personnel for the project. Include qualifications and experience of key personnel to implement, monitor, and assess/report project outcome.

The City of Ames maintains 40 parks across town with a Parks Department staff of 16 staff dedicated to Parks and Facilities Maintenance. Ames employs a City Forester, Gabriele Edwards, who will oversee this grant project. Gabriele is an International Society of Arboriculture Certified Arborist and holds the Tree Risk Assessment Qualification. Gabriele is also a member of the Society of Municipal Arborists. Gabriele currently manages an annual Forestry budget of over \$650,000. Prior to working with the City of Ames, Gabriele was an Urban Forest Program Specialist with the Iowa Department of Natural Resources and facilitated several federal Landscape Scale Restoration grants with the USDA Forest Service. She was responsible for annual accomplishment reporting to the USDA Forest Service for these LSR grants including managing project measurable outcomes, ensuring goals were met and reported correctly, and documenting accounting reports. Gabriele also led the 2020 revision of the Iowa State Forest Action Plan, bringing together a wide array of partners in forestry and natural resources across the state of Iowa to create an innovative State Forest Action Plan that increased awareness of forests in Iowa and empowered citizens to engage in the outdoors. Gabriele will be responsible for managing the overall grant projects such as the urban forest inventory, community-wide tree planting and maintenance, analyzing data for species diversity and planting priority areas, directing contracts for tree work across Ames, and ensuring the assessment and reporting required for the grant. Gabriele has an extensive network of forestry professional in Iowa and the surrounding

states from her previous roles and will be able to engage with forestry professionals on the creation of urban woodland management plans, particularly with Iowa DNR District Foresters and Forest Health Specialists.

Gabriele has one direct report Maintenance Worker who assists with forestry tasks, Matt Rochford. Matt is also an International Society of Arboriculture Certified Arborist and holds the Tree Risk Assessment Qualification. Matt is a unionized employee of the City of Ames. Gabriele and Matt will both be highly involved with this grant project, working directly with contractors, and managing projects. Matt will facilitate the build of the gravel bed nursery using his experience in the nursery industry. Matt leads seasonal crews and is responsible for directing work and ensuring safety while on the job. Matt and Gabriele will complete many of the boots on the ground tasks such as tree removal, pruning, inspection, and planting. An updated and accurate inventory will provide basic data analyses and reporting measures.

8. Project Partners: Provide the names of partner organizations, describe their involvement and contributions to the project, and qualifications of the organization and personnel as they relate to their roles in project implementation.

The City of Ames will partner with the Iowa DNR District Forester, Joe Herring, to evaluate the urban woodlands and generate comprehensive management plans. The Iowa DNR District Forester will meet with Ames City Forester to discuss the forest stand assessment findings and work together on management objectives. Joe Herring has been an Iowa DNR District Forester for many years, is a member of the Society of American Foresters, and has extensive knowledge and experience with forest stand assessment and management techniques. Joe will assist with public meetings held with residents highlighting the urban forest management plan. Iowa DNR Urban Forestry Coordinator, Emma Hanigan will also provide input throughout the grant period. Emma is an International Society of Arboriculture Certified Arborist, involved with the Iowa Arborist Association, and has been the state urban forestry coordinator for over a decade. Emma will provide insight on the updated urban forest inventory, species to plant, and strategies to engage residents in their local urban forest.

The City of Ames also partners with several non-profit groups including The Ames Foundation. The Ames Foundation strives to enhance quality of life and create a greater sense of community with Ames. The group supports many different initiatives around town such as inclusive playgrounds in City parks, beautifying our Downtown Main Street district, funding right of way and park trees, and supporting the Ames Public Library. The Ames Foundation directly assists City of Ames Parks and Recreation with volunteer engagement and organization. The group attends local farmers markets and community events, promoting neighborhood planting initiatives and seeking volunteers. The Ames Foundation has also funded the creating of a planting trailer, which includes shovels, rakes, and other supplies volunteers need to help plant trees. In addition to The Ames Foundation, several of the City parks have active Friends groups. The Friends of Ada Hayden Heritage Park, Friends of Brookside Park, and Friends of Emma McCarthy Lee Park will all be engaged in this project. They host volunteer service days, guided hikes through the parks, and provide input on urban forest management goals and strategies. All these organizations will provide vital input and assistance in many different ways throughout the grant project.

9. Communications Plan: Share your plans for communication on the project, including plans for 1) signage acknowledging the source of funding at project locations 2) inclusion of funding information in press and promotional materials.

Any products, webpages, flyers, signs generated through the grant initiative for the City of Ames will include reference to the USDA Forest Service with the shield logo and required equal opportunity statement. Where possible, products will also include mention of the Justice40 initiative or other corresponding congressional/federal initiatives related to the content. The City of Ames will announce the award and publicize the project widely using various communication channels available.

10. Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):

Clearly describe the scope of work to be performed in disadvantaged communities, and identify online vulnerability and environmental justice equity data and/or tools referenced to support a disadvantaged community designation, (e.g., White House Council on Environmental Quality [Climate and Economic Justice Screening Tool \(CEJST\)](#), EPA Environmental Justice and Screening Mapping Tool (EJScreen), EPA [EnviroAtlas Interactive Map](#), Opportunity Zones, or other vulnerability data/tools applicable to the scope of work). Multiple tools may be used.

Most of Ames is disadvantaged according to several indicators on the EPA Environmental Justice and Screening Mapping Tool (EJScreen), with only a few U.S. Census blocks not registering above 80% on at least one category in EJScreen. The City of Ames will use a combination of tools from our urban forest inventory, EJScreen, and i-Tree Landscape to plan future tree planting efforts. In addition, a professor from American University, Dr. Mike Alonzo, conducted a heat island study in Ames as part of a keynote address he gave at the annual Iowa Urban and Community Forestry Awards Luncheon. Ames will also utilize analysis from the USDA Forest Service Forests to Faucets dataset identifying areas of high forest importance to surface drinking water. Heat island data, and Forests to Faucets 2.0 data will be combined with data available from these other tools to direct priority tree planting. These disadvantaged areas of town will be primary recipients of our tree planting and watering efforts and will also directly benefit from our other grant projects including the updated urban forest inventory, gravel bed nursery, and additional seasonal staff.

Most U.S. Census blocks within Ames, Iowa register above 80% compared to national percentiles for Environmental Justice Indexes and Socioeconomic Indicators on EJScreen. Specific indexes within EJScreen that identified several US Census Blocks as above 80% of national percentiles include (numbers of blocks above 80% listed in parentheses): Traffic Proximity (11), Lead Paint (3), Underground Storage Tanks (4), Demographic Index (5), Supplemental Demographic Index (12 between 80-95% and 2 above 95%), Low Income (10 between 80-95% and 10 above 95%), Unemployment Rate (4 between 80-95% and 5 above 95%), Limited English Speaking (12 above 80%), Less Than High School Education (2 between 80-95% and 1 above 95%), Under Age 5 (5 between 80-95% and 1 above 95%), and Over Age 64 (6 between 80-95% and 1 above 95%).

Approved disadvantaged tract locations where work must take place are: 191690001023, 191690003002, 191690003003, 191690005001, 191690005002, 191690007001, 191690007002, 191690007003, 191690007004, 191690008001, 191690010001, 191690010002, 191690010003, 191690010004, 191690011011, 191690011021, 191690011022, 191690013022, 191690013032, 191690013041, 191690013042, 191690013043, 191690013044.

Additional tracts approved for EAB mitigation: 191690001024, 191690001021, 191690001051, 191690003001, 191690002001, 191690004002, 19169000605, 191690009002, 191690006004, 191690013031, 191690013021.

**ATTACHMENT II
APPROVED PROJECT BUDGET**

BUDGET AND BUDGET NARRATIVE

BUDGET TABLE		
		Federal Funds (requested)
Personnel		
	Summer Seasonal Parks Forestry	\$76,124.14
	Summer Seasonal Parks - Tree Watering	\$40,594.15
Supplies		
	Tree Planting	\$212,931.35
	Water buckets system	\$3,090.00
	Gravel Bed Nursery Materials	\$43,918.14
	Postage	\$500.00
Contractual		
	Urban Inventory Update	\$80,000.00
	Increase Speed of EAB Response Plan	\$265,968.03
	Contract with Iowa DNR Forester for Management Plans	\$0.00
	Conservation Corps MN & IA Crew	\$58,076.97
	Debris Removal & Grinding	\$21,864.43
	Training with TCIA trainer	\$7,432.79
Total Direct Costs:		\$810,500.00
Indirect Cost:		
Total Project Cost:		\$810,500.00

APPENDIX I

AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Sub-grantee may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE AND ARBOR DAY FOUNDATION LIABILITY TO THE SUB-GRANTEE. Neither the United States nor the Arbor Day Foundation shall be liable to Sub-grantee for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Sub-grantee or any third party.
- C. NOTICES. Any notice given by the Arbor Day Foundation or Sub-grantee will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- (1) To the Arbor Day Foundation primary point of contact, at the address specified in the award agreement.
 - (2) To Sub-grantee, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is the later.

- D. FINANCIAL STATUS REPORTING.
- (1) Sub-grantee must adhere to the Financial Reporting obligations set forth in the Award Agreement.
 - (2) Sub-grantees is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through .333.
 - (3) All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment A for full text.
 - (4) Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, the Arbor Day Foundation and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from the Arbor Day Foundation to dispose of the records.
 - (5) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
 - (6) The Arbor Day Foundation reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every three to six months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.
 - (7) The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.
- E. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified

and funded in application/modification narratives within the performance period identified in award and submit Programmatic Reporting as set forth in the Award Agreement.

- F. NOTIFICATION. Sub-grantee shall immediately notify the Arbor Day Foundation of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- G. CHANGES IN KEY PERSONNEL. Sub-grantee must notify the Arbor Day Foundation of any revision to key personnel identified in this award. Such notification must be in writing.
- H. USE OF FOREST SERVICE OR ARBOR DAY FOUNDATION INSIGNIA. In order for Sub-grantee to use the Forest Service or Arbor Day Foundation insignia in any published media, such as a web page, printed publication, or audiovisual production, permission for such publication must be granted by the Forest Service's Office of Communications (Washington Office) and the Arbor Day Foundation.
- I. USE OF SUBGRANTEE INSIGNIA. Sub-grantee hereby authorizes the Arbor Day Foundation to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Sub-grantee which shall not be unreasonably withheld.
- J. U.S FOREST SERVICE AND ARBOR DAY FOUNDATION ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Public announcements of the Award may be made by the Sub-grantee, Arbor Day Foundation, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Sub-grantee must acknowledge the Forest Service and Arbor Day Foundation support. All public announcements must be submitted to the Arbor Day Foundation for approval at least two (2) weeks prior to publication.
- K. NONDISCRIMINATION STATEMENT PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at

<https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."

- L. **PURCHASE OF EQUIPMENT.** Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose. The Forest Service reserves an interest in any equipment where the U.S Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- M. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- N. **TERMINATION.** This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- O. **DEBARMENT AND SUSPENSION.** Sub-grantee shall immediately inform the Arbor Day Foundation if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Sub-grantee or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Arbor Day Foundation without undue delay. This applies whether the exclusion,

debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regard to review of sub-recipients or contracts for debarment and suspension.

(1) All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

P. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

Q. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

a. Sub-grantee and its employees, may not:

- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (2) Procure a commercial sex act during the period of time that the award is in effect; or
- (3) Use forced labor in the performance of the award or subawards under the award.

b. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:

- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

2. Provision applicable to a Recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

3. Provisions applicable to any Sub-grantee.

a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- (2) Is in addition to all other remedies for noncompliance that are available to us under this

award.

4. Definitions. For purposes of this award term:

a. "Employee means either:

- (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. "Forced labor" means labor obtained by any of the following methods:

the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private entity"

- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

R. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

S. ELIGIBLE WORKERS. Sub-grantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Sub-grantee shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

T. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records

must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- U. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- V. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including Sub-Grantees) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (1) Enter into a contract (or extend or renew a contract) to procure; or
- (2) Obtain the equipment, services or systems.

- W. PATRIOT ACT. Awardee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.

ATTACHMENT A: 2 CFR PART 170

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received —

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

Applicability and what to report.

Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipients five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

i. in the subrecipient's preceding fiscal year, the subrecipient received —

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at

<http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

 - i. Subawards, and
 - i. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
 1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

ATTACHMENT B: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- 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.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency; • A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

**ATTACHMENT C: AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions
(See Next Page for Form)**



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME City of Ames, Iowa	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) John A. Haila, Mayor- City of Ames, IA	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



To: Mayor & City Council

From: Planning & Housing

Date: June 21, 2024

Subject: Zoning Text Amendment for a new exception and related standards for outdoor storage in the General Industrial (GI) Zoning District

The ordinance related to a Zoning Text Amendment to the Zoning Ordinance for a new exception and related standards for outdoor storage in the General Industrial (GI) Zoning District is attached for your review and consideration for third reading and adoption.

ATTACHMENT(S):

[DRAFT_Zoning_Text_Amendment_to_allow_Outdoor_Storage_in_GI_zone.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, ENACTING NEW SECTIONS 29.901(5), 29.1506(4)(g) and 29.1506(5)(h) THEREOF, FOR THE PURPOSE OF ALLOWING OUTDOOR STORAGE USE IN THE GENERAL INDUSTRIAL (“GI”) ZONING DISTRICT REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting new Sections 29.901(5), 29.1506(4)(g) and 29.1506(5)(h) as follows:

“Sec. 29.901. "GI" GENERAL INDUSTRIAL ZONE.

(5) GI Outdoor Storage.

- (a) Within the GI zoning district, outdoor storage is permitted so long as it complies with the minimum setbacks, as required in Sec. 29.405.
- (b) The Zoning Board of Adjustment may grant exceptions to minimum side and rear setbacks for GI outdoor storage if the following conditions are met:
 - (i) The subject property line abuts another industrial zoning district,
 - (ii) Adequate buffering, screening, or setbacks are provided if deemed necessary due to the surroundings,
 - (iii) The exception is in conformity with the intent and purpose of the zoning ordinance and the general plan of the community.
 - (iv) The exception does not alter the applicant’s obligation to comply with other applicable laws or regulations, and
 - (v) That a reduction of side or rear setbacks will not impair or infringe upon the use of neighboring property or be detrimental to the public health, safety, or general welfare.

Sec. 29.1506. EXCEPTIONS.

- (4) **When Authorized.** The Zoning Board of Adjustment is authorized to grant the following exceptions:
 - ***
 - (g) For GI outdoor storage, minimum side and rear setbacks pursuant to Sec. 29.901(5)(b).
 - ***
- (5) **Review Criteria.** Before an exception can be granted, the Board of Adjustment shall establish that the following standards have been or shall be satisfied:
 - ***
 - (h) GI Outdoor Storage Exceptions. The Board may grant exceptions to minimum side and rear setbacks in accordance with the standards set forth in 29.901(5).

***.”

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

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

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

Passed this _____ day of _____, 2024.

Renee Hall, City Clerk

John A. Haila, Mayor



To: Mayor & City Council

From: Planning & Housing

Date: June 21, 2024

Subject: Rezoning 2212 Oakwood and Adjacent Right-of-Way from Agricultural (A) to Suburban Residential Low Density Floating Zone (FS-RL)

The ordinance related to Rezoning 2212 Oakwood and Adjacent Right-of-Way from Agricultural (A) to Suburban Residential Low Density Floating Zone (FS-RL) is attached for your review and consideration for third reading and adoption.

ATTACHMENT(S):

[2212 Oakwood Road - Rezoning.docx](#)

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 2212 Oakwood Road, is rezoned from Agricultural (A) to Suburban Residential High Density Floating Zone (FS-RL).

Real Estate Description: Parcel M in the Southwest Quarter of the Southeast Quarter, Section 16, Township 83, Range 24, West of the 5th P.M., City of Ames, Story County, Iowa, Instrument No. 2020-06637, and adjacent Oakwood Road right-of-way.

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 _____, _____.



To: Mayor and City Council

From: Planning & Housing

Date: June 21, 2024

Subject: Zoning Text Amendment to allow for 20% Alternative Design Adjustments to General and Base Zone Development Standards

The ordinance relating to Zoning Text Amendment to allow for 20% Alternative Design Adjustments to General and Base Zone Development Standards is attached for your review and consideration for third reading and adoption.

ATTACHMENT(S):

[Draft_Ordinance__Site_Design_Standards__kgd.docx](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTIONS 29.101, 29.103(2), 29.303, 29.305(3) AND 29.1501(3)(d) AND ENACTING A NEW SECTION 29.1502(7) AND REPEALLING SECTION 29.1303 AND ENACTING A NEW SECTION 29.414 THEREOF, FOR THE PURPOSE OF ESTABLISHING ALTERNATIVE DESIGN REVIEW FOR NUMERIC OR SITE DESIGN STANDARD ADJUSTMENT UP TO 20% APPROVAL OF PLANNING DIRECTOR AND DRIVE-THROUGH FACILITY STANDARDS REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by enacting a new Section 29.1502(7) and Section 29.414, as follows:

“Sec. 29.101. STATUTORY AUTHORIZATION.

The provisions of Section 414.4 of the Iowa Code, as amended, authorize the City Council to determine, establish and enforce the regulations, restrictions of buildings and land, and for ~~and~~ the boundaries of the Zones set forth in the Ordinance.

Sec. 29.103. VALIDITY, SEVERABILITY & EFFECTIVE DATE.

(2) **Effective Date.** The Ordinance shall be in full force and effect from and after its enactment in accordance with Section 414.4 of the Iowa Code.

Sec. 29.303. GENERAL DEVELOPMENT STANDARDS AND ZONING REGULATIONS.

Sec. 29.305. APPLICATION OF DEVELOPMENT STANDARDS.

No structure shall be constructed or altered or use of land established or altered except in conformance with all applicable Development Standards. Alternative Design Review for certain Development Standards must be approved per requirements of Article 15. Any site previously developed that does not conform to the Development Standards of this ordinance without approval of an Alternative Design approval shall be considered nonconforming as defined within Article 3. This Ordinance provides for Development Standards as follows:

(1) **General Development Standards.** General Development Standards are applicable to development in all zones and are set forth in Article 4.

(2) **Zone Development Standards.** Zone Development Standards are applicable to development in each zone and are set forth in the Articles and Sections describing each zone or district.

(3) Special Use Standards. Special individual uses have additional development standards and use regulations as established within Article 13.

Sec. 29.4141303. DRIVE-THROUGH FACILITIES.

All Drive-Through Facilities, whether primary or accessory uses, must comply with the following conditions:

(1) **Setbacks and Landscaping.** Stacking lanes and driveways are parking lot areas for conformance to development standards. Stacking lanes for a Drive-Through Facility must be setback at least 5 feet from all lot lines. Where the setback abuts a Residential Zone, the setback must be landscaped to at least the High Screen Standard.

(2) **Design and Layout.** Stacking lanes must be designed to provide adequate on-site maneuvering, queuing, and circulation area, so that stacking vehicles will neither impede traffic on abutting streets nor interfere with vehicle circulation.

Sec. 29.1501. BUILDING/ZONING PERMIT.

(3) **Procedures.**

(d) Alternative Design Review. Prior to approval of a Building/Zoning Permit, approval in writing of an Alternative Design may be approved by the Planning Director per the standards of 19.1502(7).

Sec.29.1502 SITE DEVELOPMENT PLAN REVIEW.

(7) Alternative Design Review.

(a) Any Numeric Zoning Development Standard or General Design Standard regulations identified in this Section may be adjusted up to 20% by approval of the Planning Director if the following criteria are met:

(i) Whether the requested adjustment, and combination and totality of adjustments, are consistent with all relevant purpose and intent statements of this ordinance.

(ii) Whether there is an operational need or desirable benefit to the project.

(iii) Whether the requested alternative offsets the effect of the request by providing something of equal or better consistency of intent of the requirement or zoning district (

(iv) Whether the requested exception will have a substantial or undue adverse effect upon adjacent property, the character of the surrounding area or the public health, safety and general welfare;

(v) Other factors determined relevant by the planning director, planning and zoning commission, or city council as applicable.

(b) Alternative design approvals must be applied for as a part of the applicable permit process. Only alternative design approvals issued in writing are valid adjustments to zoning and development standards.

(i) .All numeric remainders after a 20% adjustment is calculated will be rounded to the nearest whole number that achieves the intended 20% adjustment.

(c) Eligible Zoning Districts and Development Standards:

- (i) All Article 6 Agricultural Zones
- (ii) All Article 7 Residential Zones
- (iii) All Article 8 Commercial Zones
- (iv) All Article 9 Industrial Zones
- (v) South Lincoln Sub Area Mixed Use District
- (vi) Southeast Entryway Gateway Overlay
- (vii) Southwest Gateway Overlay
- (viii) FS Suburban Residential Zones
- (ix) Article 4 Development Standards
- (x) F-VR Village Residential Development Standards

(d) Ineligible standards. The following standards in Chapter 29 of the Municipal Code are not eligible:

- (i) Density (including lot area per unit)
- (ii) Location of and paving of vehicle maneuvering areas and driveways in a front yard
- (iii) Minimum lot frontage
- (iv) Rock size limitations in Campustown Service Center Standards
- (v) Lighting output standards
- (vi) Fence Height Limitations
- (vii) Dwelling Design Standards of 29.409 and 29.410.
- (viii) Building Story Limitations

***"

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

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

Passed this _____ day of _____, 2024.

Renee Hall, City Clerk

John A. Haila, Mayor



To: Mayor & City Council

From: Planning & Housing

Date: June 21, 2024

Subject: Zoning Text Amendment on updates to Chapter 9 Flood Plain Zoning Regulations

The ordinance relating to a Zoning Text Amendment on updates to Chapter 9 Flood Plain Zoning Regulations is attached for your review and consideration for third reading and adoption.

ATTACHMENT(S):

[Ordinance \(Chap 9 Floodplain\).pdf](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTIONS 9.1(1), 9.2(2), 9.4 (1)(3)(d), 9.5(2)(d)(k) and 9.7 (1)(b)(ix) THEREOF, FOR THE PURPOSE OF AMENDING FLOOD PLAIN ZONING REGULATIONS REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by amending Sections 9.1(1), 9.2(2), 9.4 (1)(3)(d), 9.5(2)(d)(k) and 9.7 (1)(b)(ix) as follows:

“Sec. 9.1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSE.

(1) Statutory Authorization. The legislature of the State of Iowa has, in Chapter 414 Code of Iowa, delegated the responsibility to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare. The legislature of the State of Iowa has granted jurisdiction to the Iowa Department of Natural Resources over water and floodplains in Chapter 455B Section 2 of the Code of Iowa. The Iowa Department of Natural Resources has delegated authority to local units of government in Chapter 455.276 of the Iowa Code.

Sec. 9.2. GENERAL PROVISIONS.

(2) **Establishment of Official Flood Plain Zoning Map.** ~~The Story County, Iowa and Incorporated Areas Flood Insurance Rate Map (FIRM), City of Ames,~~ The Flood Insurance Rate Maps (FIRMs) for Story County, Iowa and Incorporate Areas, City of Ames, Panels 19169C0135F, 0137G, 0139G, 0141F, 0142F, 0141G, 0142G, 0143G, 0144G, 0155F, 0161F, 0162F, 0163G, 0164F, 0168F, 0170F, 0256G, 0257G, 0276F, 0277F, dated January 15 2021, which were prepared as part of the Flood Insurance Study for Story County and digital FIRM equivalent are hereby adopted by reference and declared to be the Official Floodplain Zoning Map.

Sec. 9.4. FLOODWAY OVERLAY DISTRICT.

(1) Permitted Uses. ~~The following uses shall be permitted within the Floodway Overlay District to the extent they are not prohibited by any other ordinance or underlying zoning district regulation, and provided they do not include placement of habitable structures, factory built homes, fill or other obstruction the storage of materials or equipment, excavation, or alteration of a watercourse (except as needed for public infrastructure):~~ All development within the Floodway Overlay District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district regulation) and provided they do not include the placement of structures, factory-built homes, fill, obstructions, the storage materials or equipment, excavation, or alternation of a watercourse;

(3) Performance Standards. All Floodway Overlay District development allowed as a Permitted Development shall meet the following standards:

(d) Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe Overlay District and shall be constructed or aligned to present the minimum possible resistance to flood flows.

Sec. 9.5. FLOODWAY FRINGE OVERLAY DISTRICT.

(2) Performance Standards.

(a) All Structures shall

(i) be designed and adequately anchored to prevent flotation, collapse or lateral movement.

(d) Factory-built homes:

~~(i) Factory-built homes including those placed in existing factory-built home parks or subdivisions shall be anchored to resist flotation, collapse, or lateral movement.~~ (i) All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

(k) For all new and substantially improved structures:

(i) Fully enclosed areas below the “lowest floor” (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a ~~licensed~~ registered professional engineer or meet or exceed the following minimum criteria:

a. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided, that they permit the automatic entry and exit of floodwaters. ~~Such areas shall be used solely for parking of vehicles, building access, and low damage potential storage.~~

d. All such areas shall be used solely for parking of vehicles, building access and low damage potential storage.

~~(ii) New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.~~

~~(ii) New and substantially improved structures must be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~

(iii) New and substantially improved structures shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case of non-residential structures, optionally floodproofed to) a minimum of three (3) feet above the base flood elevation.

(iv) New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in case of non-residential structures, optionally floodproofed to) a minimum of three (3) feet above the base flood elevation or designated to be watertight and withstand inundation to such a level.

Sec. 9.7. ADMINISTRATION.

(1) Appointment, Duties and Responsibilities of Flood Plain Administrator

(b) Duties and responsibilities of the Administrator shall include, but not necessarily be limited to, the following:

- when:
- (ix) Maintain the accuracy of the community's Flood Insurance Rate Maps
- in any of the following:
- a. Development placed within the Floodway (Overlay) District results
 - (i) An increase in the Base Flood Elevations, or
 - (ii) Alternation to the floodway boundary
 - b. Development placed in Zone A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
 - c. Development relocates or alters the channel.

Within six (6) months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

***"

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

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

Passed this _____ day of _____, 2024.

Renee Hall, City Clerk

John A. Haila, Mayor



To: Mayor & City Council

From: Planning & Housing

Date: June 21, 2024

Subject: Zoning Text Amendment to allow Mixed-Use Development in the Research and Innovation Zoning District (ISU Research Park)

The ordinance related to a Zoning Text Amendment to allow Mixed-Use Development in the Research and Innovation Zoning District (ISU Research Park) is attached for your review and consideration for third reading and adoption.

ATTACHMENT(S):

[DRAFT_zoning_text_amendment_for_limited_mixed-use_residential_in_RI_zone.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF AMES, IOWA, BY AMENDING SECTION 29.903 AND TABLE 29.903(2) THEREOF, FOR THE PURPOSE OF ALLOWING FOR LIMITED MIXED-USE RESIDENTIAL DEVELOPMENT IN “RI” RESEARCH PARK INNOVATION DISTRICT REPEALING ANY AND ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section One. The Municipal Code of the City of Ames, Iowa shall be and the same is hereby amended by amending Section 29.903 and corresponding Table 29.903(2) as follows:

“Sec. 29.903. “RI” RESEARCH PARK INNOVATION DISTRICT

(1) **Purpose.** This District supports development of an integrated commercial service and concentrated employment area to:

(a) Allow for mixing of use and interaction of people to foster a collaborative environment;

(b) Create a node of activity, including and commercial services and limited mixed-use residential development, for the district;

(c) Design development to promote the new innovation district by integrating multi-modal transportation facilities, intensification of land use, and a wide range of office and research uses; and

(d) Promote a high level of architectural and site design features that signify the commitment to innovation and investment through architecture with visual interest and unique identity, site design incorporating stewardship of natural resources, district layout and development supporting the pedestrian environment, and green building techniques demonstrating the commitment to sustainability.

(2) **Permitted Uses.** The RI Zoning District is to be established by the City Council through the requirements of 29.1507. Hub Activity Area uses may only be allowed for properties that are consistent with a City Council approved master plan accompanying a rezoning request. A Hub Activity Area means an area of concentrated commercial uses providing support services intended primarily to provide service and retail uses supportive of the surrounding businesses and their employees. Limited mixed-use residential may be permitted in a Hub Activity Area with City Council approval.

The uses permitted in the RI Zone are set forth in Table 29.903(2) below:

**Table 29.903(2)
RI Zone Uses**

USE CATEGORY	STATUS	APPROVAL REQUIRED	APPROVAL AUTHORITY
RESIDENTIAL USES			
***	***	***	***
Household Living, <u>Mixed-Use Development Located within Hub Activity Area</u>	<u>N Y, in connection with a permitted trade or office use(s) that occupies at least 90% of the building's ground-floor area.</u>	<u>SDP Major</u>	<u>City Council</u>
***	***	***	***

(b) Site Design Guidelines

(i) Use site design to locate buildings and site improvement in manner that is supportive of the pedestrian environment.

(ii) Coordinate building and parking in manner that is supportive of a transition to trails and pedestrian areas.

(iii) Extend walkways to both public streets and trail system.

(iv) Coordinate shared access points for lots to reduce driveway intersections along bike and pedestrian facilities.

(v) Locate support areas such as mechanical areas, ~~and~~ storage areas, and accessory structures away from pedestrian areas and behind the principal building.

(vi) Ensure mixed-use developments are compatible with, and do not detract from, the surrounding commercial, open space, and industrial uses.

(vii) Multi-building sites within a Hub Activity Area shall emphasize building orientation to the street or to a publicly accessible open space.

(c) Landscape Design Guidelines

(i) Use landscape design to support sustainable site features, such as stormwater treatment and parking lot shading.

(ii) Locate landscape areas in a manner which is complementary to adjacent ~~open space~~ Master Plan-designated Public Spaces areas in types of vegetation and planting.

(iii) Incorporate vegetation that provides for screening of storage and equipment areas from trails, ~~and~~ streets, and mixed-use developments.

(iv) Use landscape design to enhance pedestrian environments with shading of sidewalks and creating visual interest with art, trellis, gathering spaces, and interesting vegetation.

(d) Architectural Design Guidelines

(i) Identify and accentuate main building entrances with architectural elements or projections.

(ii) Utilize high levels of glazing to identify areas of activity and interest for customers, employees, and public. Prefer location of office and other active uses as street sides of buildings to provide support for building identity and interest.

(iii) Building massing should distinguish building components through variations in height, building relief, and exterior materials.

(iv) The architectural design guidelines are not mandatory for accessory structures.

(v) Mixed-Use Development shall emphasize commercial space configurations and features over residential development features. This includes features such as first-floor 12-foot minimum floor to ceiling heights, commercial depths, and tenant spaces suitable for a broad range of uses, space for outdoor patios, and high levels of glazing.

***”

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

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

Passed this _____ day of _____, 2024.

Renee Hall, City Clerk

John A. Haila, Mayor