

**AMENDED**  
**AGENDA**  
**REGULAR MEETING OF THE AMES CITY COUNCIL**  
**COUNCIL CHAMBERS - CITY HALL**  
**APRIL 14, 2020**

**\*DUE TO THE COVID-19 PANDEMIC, CITY HALL IS CLOSED TO THE PUBLIC THROUGH MAY 15, 2020. THEREFORE, THIS WILL BE AN ELECTRONIC MEETING. IF YOU WISH TO PROVIDE INPUT ON ANY ITEM, YOU MAY DO SO AS A VIDEO PARTICIPANT BY GOING TO:**

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

**OR BY TELEPHONE BY DIALING** (for higher quality, dial the following number:  
US:1-312-626-6799

Zoom Meeting ID: 826 593 023

**YOU MAY VIEW THE MEETING ONLINE AT THE FOLLOWING SITES:**

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

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

**or watch the meeting live on Mediacom Channel 12**

**NOTICE TO THE PUBLIC:** The Mayor and City Council welcome comments from the public during discussion. If you wish to speak, please see the instructions listed above. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input at the time of the first reading.

**CALL TO ORDER:** 6:00 p.m.

**Additional Item: PROCLAMATION:**  
Proclamation for Arbor Day, April 24, 2020

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

1. Motion approving payment of claims
2. Motion approving Minutes of Regular Meeting held March 24, 2020
3. Motion approving certification of Civil Service applicants
4. Motion approving Report of Change Orders for March 16 - 31, 2020
5. Motion approving new 12-month Class E Liquor License with Sunday Sales - Tobacco Outlet Plus #530
6. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
  - a. Special Class C Liquor License with Sunday Sales - Smokin Oak Wood-Fired Pizza, 2420

- Lincoln Way
- b. Class C Liquor License with Outdoor Service and Sunday Sales - Brick City Grill, 2704 Stange Road
  - c. Class C Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Cyclone Experience Network - Hilton Coliseum, 1705 Center Drive
  - d. Class C Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Perfect Games Inc., 1320 Dickinson Avenue
  - e. Special Class C Liquor License with Class B Native Wine Permit - SZECHUAN HOUSE, 3605 Lincoln Way, pending dram
  - f. Class C Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Provisions Lot F, 2400 North Loop Drive
7. Resolution approving and adopting Supplement No. 2020-2 to *Municipal Code*
  8. Resolution approving appointment of Chad Schneider to the Zoning Board of Adjustment
  9. Resolution authorizing Finance Director to make plan sponsor elections to the City of Ames Deferred Compensation and Utility Retirement Plans to implement CARES Act provisions for participant distributions and loans
  10. Resolution approving the appointment of Geoff Huff, Commander, as the Chief of Police Alternate to the Story County 911 Service Board
  11. Resolution supporting the submittal of an application from Amcor Rigid Packaging requesting economic development assistance from the Iowa Economic Development Authority with no local match requirement
  12. Resolution approving the purchase of 2020 Neighborhood Art sculptures, as recommended by the Public Art Commission
  13. Resolution approving artist agreements for 2020/21 Ames Annual Outdoor Sculpture Exhibition
  14. Resolution approving Addendum No. 1 the Professional Services Agreement with Bolton & Menk, Inc., of Ames, Iowa in the amount of \$4,620 regarding the Airport Electrical Vault and Lighting Project
  15. Resolution approving request to modify City's FY 2019/20 ASSET Contract with Salvation Army to transfer \$270.10 in funds from Bill Payer Program to Food Pantry
  16. Resolution approving request to modify City's FY 2019/20 ASSET Contract with Emergency Residence Project to transfer \$6,569.31 in funds from Service Coordination to Emergency Shelter services
  17. 2020-21 Proposed Community Development Block Grant (CDBG)/HOME Programs' Annual Action Plan:
    - a. Resolution approving timeline extension for the preparation of the Annual Action Plan and continuing the hearing from May 12, 2020, to a date uncertain
    - b. Motion directing staff to request a timeline extension from the Department of Housing and Urban Development to submit the 2020-21 proposed Community Development Block Grant (CDBG)/HOME Programs' Annual Action Plan
  18. Resolution setting April 28, 2020 as the date of public hearing regarding partially vacating the Remote Parking Easement for 901 N. 4<sup>th</sup> Street
  19. Resolution approving Professional Services Agreement for Construction Administration and Inspections Services with HR Green of Johnson, Iowa regarding South Grand Avenue Extension project in the amount not-to-exceed \$457,250

20. Resolution approving preliminary plans and specifications for 2019/20 Multi-Modal Roadway Improvements (30<sup>th</sup> Street & Duff Avenue Restriping); setting May 6, 2020 as bid due date and May 12, 2020 as date of public hearing
21. Resolution waiving Purchasing Policies and approving a sole source purchase of GRIDSMART Traffic Intersection Camera Systems from General Traffic Controls of Spencer, Iowa, in an amount not to exceed \$271,825
22. Resolution awarding contract to Shor-Line of Kansas City, Kansas for purchase and installation of stainless steel dog kennels at the Animal Shelter in the amount of \$60,116
23. Resolution awarding contract to HBK Engineering of Iowa City, Iowa, for utility locating services in an amount not to exceed \$161,500 (to be reimbursed by MetroNet)
24. Resolution awarding a contract to Manatt's of Ames, Iowa, for the Ames/ISU Ice Arena Parking Lot Renovations Project in the amount of \$65,878
25. Resolution approving contract and bond for Fuel Forwarding Pump House Fire Protection Upgrade Bid
26. Resolution approving contract and bond for East Highway 30 Force Main Improvements
27. University Apartments - Electric Service Replacement:
  - a. Additional Item: Resolution approving Electric Facilities Agreement between the City of Ames and UT Lynn Ave LLC, owner of the University Apartments at 111 Lynn Avenue
  - b. Resolution approving contract and bond for University Apartments - Electric Service Replacement
28. Resolution approving contract and bond for 2019/20 Collector Street Pavement Improvements (Bloomington Road from Grand Avenue to Hoover Avenue)
29. Resolution approving contract and bond for Campustown Public Improvements (Welch Avenue from Lincoln Way to Knapp Street)
30. Resolution approving Change Order No. 1 to Brookside Park Restroom Contract for installing Normal Hollow Metal Doors in lieu of Flood Proof Doors and installing Earth Formed Footings in lieu of Spread Footings for a total cost reduction of (\$50,000)
31. South Grand Avenue Extension Tree-Clearing:
  - a. Resolution approving Change Order No. 1 with Weiss Tree Service Inc., of Nevada, Iowa in the amount of \$8,000
  - b. Resolution accepting completion
32. Resolution approving renewal of contract with RESCO of Ankeny, Iowa, for the purchase of transformers in accordance with unit prices
33. Resolution approving Change Order No. 3 for additional Non-Asbestos Insulation and Related Services by HTH Companies, Inc., in the amount of \$102,000 (based on time and materials)
34. Resolution approving Change Order No. 1 for additional Scaffolding and Related Services by HTH Companies, Inc., in the amount of 108,000 (based on time and materials)
35. Power Plant Steam Turbine #7 Parts:
  - a. Resolution approving Change Order No. 11 with Argo TurboServe Corporation of Rutherford, New Jersey in the amount of (\$11,013.82)
  - b. Resolution accepting completion of project by Argo TurboServe Corporation of Rutherford, New Jersey
36. Resolution approving Plat of Survey for an unaddressed parcel in rural Story County near 260<sup>th</sup> Avenue and Interstate 35 (known as Parcel #1019300210)

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

**PLANNING & HOUSING:**

37. Resolution approving Preliminary Plat for Wheelock Corner Subdivision located at 1499 South Dayton Avenue

**POLICE:**

38. Resolution awarding contract with United Public Safety of Fort Washington, Pennsylvania, for parking enforcement hardware and software

**ADMINISTRATION:**

39. Motion providing direction to staff regarding future workshops

**HEARINGS:**

40. Hearing on 2020 Pavement Improvements - Middle School Turnaround Project:
  - a. Resolution approving final plans and specifications and awarding contract to Jensen Builders, Ltd., of Des Moines, Iowa in the amount of \$139,700

**ORDINANCES:**

41. Second reading of ordinance to change street name and speed limits for University Boulevard in the Burgason Annexation Area
42. Second reading of ordinance rezoning 207 S. Teller Avenue from Agricultural "A" to Governmental/Airport District "S-GA"
43. Second reading of ordinance on proposed zoning text amendment relating to High-Screen Landscaping contained in Section 29.403(3)(F) of the *Municipal Code*
44. Third passage and adoption of ORDINANCE NO. 4408 increasing water rates by 2% and sewer rates by 5%, effective July 1, 2020

**DISPOSITION OF COMMUNICATIONS TO COUNCIL:**

**COUNCIL COMMENTS:**

**ADJOURNMENT:**

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

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

**AMES, IOWA**

**MARCH 24, 2020**

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

Ames Mayor John Haila announced that it was impractical to hold an in-person AAMPO Council meeting due to the Governor of Iowa declaring a public health emergency because of the COVID-19 pandemic. Therefore, limits have been placed on public gatherings, and this meeting is being held as an electronic meeting as allowed by Section 21.8 of the *Iowa Code*. He also stated that if anyone wished to provide input on any item, they should call 515-239-5214 or email [citycouncilmeetinginput@cityofames.org](mailto:citycouncilmeetinginput@cityofames.org). Mayor Haila advised that people could view the meeting in the following ways: <https://www.youtube.com/ameschannel12>, <https://www.cityofames.org/channel12>, or on Mediacom Channel 12. It was noted that the Agenda had been amended to reflect that information.

**CALL TO ORDER:** The Ames Area Metropolitan Planning Ordinance (AAMPO) Transportation Policy Committee meeting, which was being held telephonically, was called to order by Ames Mayor and voting member John Haila at 6:00 p.m. on the 24th day of March, 2020, in the City Council Chambers in City Hall, 515 Clark Avenue, pursuant to law. Other voting members brought into the meeting were: Bronwyn Beatty-Hansen, City of Ames; Gloria Betcher, City of Ames; Amber Corrieri, City of Ames; Tim Gartin, City of Ames; Rachel Junck, City of Ames; David Martin, City of Ames; Juan Bibiloni, Transit; Bill Zinnel, Boone County Supervisor; and Jon Popp, Mayor of Gilbert. Lauris Olson, Story County Supervisor, was absent.

District Planner for IDOT Andy Loonan joined the meeting telephonically. Ames Public Works Director John Joiner attended in person.

Mayor Haila asked Public Works Director John Joiner if he had anything to add or explain for items 1 through 5. Mr. Joiner indicated that he did not in that all five AAMPO items were standard business-type items. He also commented that the Transit Board and AAMPO Technical Committee had unanimously approved all five items. There were no comments made by the AAMPO Policy Committee. Mayor Haila stated that he would, therefore, entertain one motion approving Items 1 - 5.

**ANNUAL SELF-CERTIFICATION FOR FY 2021:** Moved by Bibiloni, seconded by Betcher, to approve the Annual Self-Certification for Fiscal Year (FY) 2021.

Vote on Motion: 10-0. Motion declared carried unanimously.

**TRANSIT ASSET MANAGEMENT TARGETS:** Moved by Bibiloni, seconded by Betcher, to approve the Transit Asset Management Targets.

Vote on Motion: 10-0. Motion declared carried unanimously.

**SET HEARING DATE REGARDING AMENDMENTS TO 2020-2023 TRANSPORTATION IMPROVEMENT PROGRAM:** Moved by Bibiloni, seconded by Betcher, to set May 26, 2020, as the date of public hearing regarding the Amendments to the 2020-23 Transportation Improvement Program.

Vote on Motion: 10-0. Motion declared carried unanimously.

**DRAFT FY 2021 TRANSPORTATION PLANNING WORK PROGRAM:** Moved by Bibiloni, seconded by Betcher, to approve the Draft FY 2021 Transportation Planning Work Program and set May 26, 2020, as date of public hearing.

Vote on Motion: 10-0. Motion declared carried unanimously.

**DESIGNATION OF AAMPO REPRESENTATIVES TO CENTRAL IOWA REGIONAL TRANSPORTATION PLANNING ALLIANCE FOR AMES AREA METROPOLITAN PLANNING ORGANIZATION:** Moved by Bibiloni, seconded by Betcher, to adopt RESOLUTION NO. 20-131 designating the following persons to serve as the representatives to the Central Iowa Regional Transportation Planning Alliance for the Ames Area Metropolitan Planning Organization:

1. TPC Representative: Kyle Thompson, Transportation Planner
2. TPC Alternate Representative: Damion Pregitzer, Traffic Engineer
3. TTC Representative: Kyle Thompson, Transportation Planner
4. TTC Alternate Representative: Damion Pregitzer, Traffic Engineer

Vote on Motion: 10-0. Motion declared carried unanimously.

**POLICY COMMITTEE COMMENTS:** None of the members of the AAMPO Policy Committee offered any comments.

**ADJOURNMENT:** Moved by Bibiloni, seconded by Beatty-Hansen, to adjourn the AAMPO Transportation Policy Committee meeting at 6:03 p.m.

Vote on Motion: 10-0. Motion declared carried unanimously.

### **REGULAR MEETING OF THE AMES CITY COUNCIL**

Ames Mayor John Haila announced that it is impractical to hold an in-person Council meeting due to the Governor of Iowa declaring a public health emergency because of the COVID-19 pandemic. Therefore, limits have been placed on public gatherings, and this meeting is being held as an electronic meeting as allowed by Section 21.8 of the *Iowa Code*. He also stated that if anyone wished to provide input on any item, they should call 515-239-5214 or email [citycouncilmeetinginput@cityofames.org](mailto:citycouncilmeetinginput@cityofames.org). Mayor Haila advised that people could view the meeting in the following ways: <https://www.youtube.com/ameschannel12>, <https://www.cityofames.org/channel12>, or on Mediacom Channel 12. It was noted that the Agenda had been amended to reflect that information and to add an item to the City Council portion of the meeting. The additional item was in regards to temporary revisions to the Employee Leave Policy.

**CALL TO ORDER:** The Regular Meeting of the Ames City Council, which was being held telephonically, was called to order by Mayor Haila at 6:04 p.m. on March 24, 2020, in the City Council Chambers in City Hall, 515 Clark Avenue. Council Members joining the meeting were Bronwyn Beatty-Hansen, Gloria Betcher, Amber Corrieri, Tim Gartin, Rachel Junck, and David Martin and *Ex officio* Member Devyn Leeson.

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

1. Motion approving payment of claims
2. Motion approving Minutes of Special Meeting held March 4, 2020, Regular Meeting held March 10, 2020
3. Motion approving Report of Change Orders March 1 - 15, 2020
4. Motion approving renewal of the following Beer Permits, Wine Permits, and Liquor Licenses:
  - a. Special Class C Liquor License with Sunday Sales - Mongolian Buffet, 1620 S Kellogg Ave #103 - pending dram shop
  - b. Class C Liquor License with Sunday Sales - Dangerous Curves, 111 5th St.
  - c. Class C Liquor License with Sunday Sales - Cinemark Movies 12, 1317 Buckeye Avenue - pending dram shop
  - d. Class C Liquor License with Outdoor Service and Sunday Sales - Cornbred BBQ, 526 Main Street Ste 106
  - e. Class B Liquor License with Sunday Sales - Radisson Ames, 2609 University Blvd
5. RESOLUTION NO. 20-132 approving ASSET Joint Funders Shared Priorities
6. RESOLUTION NO. 20-133 approving temporary street closure between South 3<sup>rd</sup> and South 4<sup>th</sup> Streets for two calendar days (March 25 and 26, dependent on weather conditions) to facilitate the new water and sewer service installations at 308 S. Walnut Avenue
7. RESOLUTION NO. 20-134 approving Annual Certified Local Government (CLG) Report
8. RESOLUTION NO. 20-135 approving 2020 Comprehensive Plan Update for the Central Iowa Waste Management Association
9. RESOLUTION NO. 20-136 approving contract with Center for Transportation and the Environment of Atlanta, Georgia, for CyRide Battery Electric Bus Consulting Services in an amount not to exceed \$145,000
10. RESOLUTION NO. 20-137 approving Professional Services Agreement with WHKS & Co., for construction observation services for ISU Research Park Phase IV Project in an amount not to exceed \$253,800
11. RESOLUTION NO. 20-138 changing bid due date for Power Plant Maintenance Services Contract from April 15, 2020 to May 13, 2020, and the date of hearing from April 28, 2020 to May 26, 2020
12. RESOLUTION NO. 20-139 changing bid due date for Steam Turbine No. 8 Parts Procurement from March 25, 2020 to April 29, 2020, and the date of hearing from April 14, 2020 to May 13, 2020
13. RESOLUTION NO. 20-140 approving contract and bond for Iowa State Research Park Phase IV Road and Utility Improvement Project
14. RESOLUTION NO. 20-141 approving contract and bond for CyRide 2020 HVAC

Improvements Project

15. RESOLUTION NO. 20-142 approving Final Plat for Scenic Valley Subdivision, 5<sup>th</sup> Addition Roll Call Vote: 6-0. Resolutions/Motions declared adopted/approved unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**PUBLIC FORUM:** Mayor Haila opened Public Forum, asking if anyone had called in or emailed statements that they would like to have read. City Manager Steve Schainker stated that an email had been received from Jan Flora, No Address Given, which stated, “Dear Council: I think it is important to continue to have City Council meetings. The need for general quarantine may last three or four months or longer if we do not get the needed leadership at the national level. Therefore, I think the Council should meet electronically at regular times. I would not suppress the citizen comment period. Perhaps the Commissions could meet more on an as-needed basis. If there is an important issue, it should be addressed. I plan to tune in to Channel 12 tonight when I am free at 7 p.m. Please take care of yourselves. A doctor from the University of Pennsylvania said in an OpEd New York Times today the decisions implemented in the next couple weeks are critical in terms of whether we have say 100,000 deaths in the United States or over 2,000,000. Sobering indeed. We very much appreciate your work on behalf of the citizens of Ames.”

No other comments were received telephonically or via email, and Public Forum was closed.

**HEARING ON MAJOR SITE DEVELOPMENT PLAN (MSDP) FOR 901 N. 4<sup>TH</sup> STREET (METRONET):** Planning and Housing Director Kelly Diekmann explained that MetroNet is requesting approval of a Major Site Development Plan to establish a Basic Utility use and construct a communications tower at 901 N. 4<sup>th</sup> Street.

Mr. Diekmann indicated that he would have three exhibits throughout his presentation of this item. The first exhibit shown was a zoning map indicating the location of 901 N. 4<sup>th</sup> Street, which is a commercially zoned property that abuts the railroad just south of the Wheatsfield property on the north side. The second exhibit shown was the site plan. Director Diekmann highlighted that the applicant is proposing to meet *Code* with paved access to the site. The applicant is planning for two possible shelters or huts; the first stage would be to construct one and then have the ability to construct a second one in the future, as needed.

It was further explained by Mr. Diekmann that the proposed facility will include an approximately 70-foot-tall communication tower that would be located in the center of the site. He noted that that particular feature must also go to the Zoning Board of Adjustment for approval of the wireless communications tower; if the City Council approves this request tonight, it will be before the Zoning Board of Adjustment tomorrow.

According to Director Diekmann, the applicant has chosen to install a seven-foot closed slat wood security fence around the entire yard area. The proposed fence is located inside the minimum required building setbacks to allow a height greater than six feet. The applicant is required to meet the landscaping standards for commercial development. There will be front-yard landscaping, which is required for commercial areas. There will be grass outside of the fence, but within the fence, it



will be covered with crushed rock. The third exhibit shown was the proposed landscaping plan.

Mr. Diekmann noted staff had determined that the project would meet the criteria for approval as a Major Site Development Plan, and staff is recommending its approval. It is compatible with the commercial zone due to the mix of other types of light-industrial and warehouse uses that are around it. The property in question also neighbors the railroad to the north. Director Diekmann commented that the applicant was not present at this meeting; however, if the Council has questions, he could contact the applicant.

According to Director Diekmann, no public comments were made at the Planning and Zoning Commission meeting held March 18, 2020; the Commission had voted 4-0 to recommend that the City Council approve the MSDP. In addition, staff has not received any comments regarding the application. Mayor Haila stated that he thought there would be one person who would want to comment when the hearing was open.

City Manager Steve Schainker announced that if there was anyone wishing to comment regarding this project while the hearing was open, they could call in on 239-5214 or they could email at [citycouncilmeetinginput@cityofames.org](mailto:citycouncilmeetinginput@cityofames.org).

Mayor Haila opened the public hearing.

The Mayor noted that it had been anticipated that Kori Heuss would want to comment. Mr. Diekmann noted that the City Council had previously received an email from Ms. Heuss requesting to modify a Remote Parking Easement over the subject property at 901 N. 4<sup>th</sup> Street. He had responded to the Mayor and City Council members in a memo, stating that the Easement in question was approved by the City in 1992; however, no formal delineated parking spaces were ever constructed to directly implement the Easement. It is staff's belief that the Easement will not inhibit the approval and/or construction of the facility at 901 N. 4<sup>th</sup> Street, but MetroNet would like to remove the potential obligation to provide for remote parking to be assigned to 901 N. 4<sup>th</sup> Street. According to Director Diekmann, Ms. Heuss had also requested that it be removed. Staff believes that the Remote Parking Easement could be modified to remove the 901 N. 4<sup>th</sup> Street property from the Easement with no negative impacts on the Heuss Printing use; however, staff will need to review the previously approved plans and history in greater detail before making a final recommendation. Also, in his memo, Mr. Diekmann had suggested that a request to amend the Easement be placed on the April 14, 2020, City Council Agenda. Assistant City Manager Deb Schildroth advised that Ms. Heuss had called in stating her support for the proposal. Director Diekmann reiterated that a comment had been received from Kori Heuss indicating her support for the project, including the Tower; and requesting that the project be allowed to move forward and have the Easement removed.

No additional comments were emailed or phoned-in, and Mayor Haila declared the public hearing closed.

Moved by Betcher, seconded by Corrieri, to adopt RESOLUTION NO. 20-143 approving the Major

Site Development Plan for 901 N. 4th Street (MetroNet).

Roll Call Vote: 5-0-1. Voting aye: Beatty-Hansen, Betcher, Corrieri, Junck, Martin. Voting nay: None. Abstaining due to conflict of interest: Gartin. Resolution declared adopted, signed by the Mayor, and hereby made a portion of these Minutes.

**HEARING ON REZONING 207 S. TELLER AVENUE:** Director Diekmann explained the request. He stated that this was a staff-initiated rezoning request.

The public hearing was opened by Mayor Haila. He asked if any comments had been received telephonically or via email. City Manager Schainker replied that no comments or emails had been received. The Mayor closed the hearing.

It was noted by Council Member Martin, and confirmed by Mayor Haila, that the public could send in their comments by email for any remaining items on the Agenda now and they will be read in when the specific item is discussed.

Moved by Beatty-Hansen, seconded by Corrieri, to pass on first reading an ordinance rezoning 207 S. Teller Avenue from Agricultural "A" to Government/Airport District "S-GA."

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

**HEARING ON UNIVERSITY APARTMENTS - ELECTRIC SERVICE REPLACEMENT:**

Mayor Haila opened the public hearing. No comments were received telephonically or via email, and the Mayor closed the Public Hearing.

Moved by Betcher, seconded by Junck, to adopt RESOLUTION NO. 20-144 approving final plans and specifications and awarding a contract to Jaspering Electric, Inc., of Ames, Iowa, in the amount of \$245,000.

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

**HEARING ON BOILER TUBE SPRAY COATING & RELATED SERVICES & SUPPLY CONTRACT:** The public hearing was opened by the Mayor and closed after no one emailed or called in to comment.

Moved by Betcher, seconded by Gartin, to accept the report of bids and delay award.

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

**HEARING ON UNIT 8 - PRECIPITATOR ROOF REPLACEMENT:** Mayor Haila opened the public hearing. He closed same after there were no comments received telephonically or via email.

Moved by Corrieri, seconded by Betcher, to accept the report of no bids and delay rebidding.

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

**HEARING ON EAST HIGHWAY 30 FORCE MAIN IMPROVEMENTS:** The public hearing

was opened by the Mayor. No one had called in to comment and no emails had been received regarding this project, so the Mayor closed the hearing.

Moved by Corrieri, seconded by Junck, to adopt RESOLUTION NO. 20-146 approving final plans and specifications and awarding a contract to Synergy Contracting, LLC, of Bondurant, Iowa, in the amount of \$234,655.

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

**HEARING ON 2019/20 ASPHALT STREET PAVEMENT IMPROVEMENTS (14<sup>th</sup> AND 15<sup>th</sup> STREET):** The public hearing was opened by Mayor Haila. City Manager Schainker advised that an email had been received from Merlin Pfannkuch, 1424 Kellogg Avenue, Ames. The email read, “Can the sidewalks be dropped from the project at this point? Why or why not? This has been handled by the City terribly poorly, and why should the neighborhood have the threat of sidewalks hanging over their heads for a month to six weeks? With COVID-19, no one knows at this point what construction will be able to be done anyway this summer. At this point, I don’t want workers ten feet from my house. P.S., How many are in Council Chambers? I can count six...take care of yourselves and all of us.”

Moved by Gartin, seconded by Betcher, to continue the hearing until May 12, 2020.  
Vote on Motion: 6-0. Motion declared carried unanimously.

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

**HEARING ON 2019/20 COLLECTOR STREET PAVEMENT IMPROVEMENTS (BLOOMINGTON ROAD - GRAND AVENUE):** The public hearing was opened by Mayor Haila. No emails or telephonic comments were received, and the Mayor closed the hearing.

Moved by Beatty-Hansen, seconded by Betcher, to adopt RESOLUTION NO. 20-147 approving final plans and specifications and awarding a contract to Manatt’s Inc., of Ames, Iowa, in the amount of \$399,820.95.  
Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby made a portion of these Minutes.

**HEARING ON CAMPUSTOWN PUBLIC IMPROVEMENTS (WELCH AVENUE):** Public Works Director John Joiner noted that staff was recommending that the City Council adopt Alternate 2 along with the base bid. Alternate 2 would add in three tree trenches in lieu of three standard tree grates. A tree trench is a storm water feature. Mr. Joiner showed a picture of what a tree trench looks like, explained its components, and how it works to the benefit of the storm water system and the plantings. He commented that a self-sustaining water system for the trees would be created by using this design.

Council Member Beatty-Hansen asked if this would affect what could be used on the street, e.g., salt

or what would normally be used on the street, versus what the plants could handle. Director Joiner replied that the plantings will be selected for their hardiness in this type of environment.

Council Member Betcher asked if this would help to reduce the ponding that now occurs at the base of Welch Avenue during rain storms or whether that would be addressed with reconstruction of the street. Mr. Joiner answered that it would be both; the tree trenches will allow for a great deal of storage and also the redesign at the north end will help with the ponding situation.

Council Member Gartin asked, if this technique were successful, whether it could be used in other parts of town. Director Joiner said they will be looking at this project as a pilot to see if the technique would be beneficial on other projects.

Council Member Martin inquired if the tree trenches were included when the bid was first discussed on February 25. In reply, Mr. Joiner said that they were; however, the base bid replaced tree trenches with tree grates, but Alternate 2 adds three tree trenches back in. Another question asked by Mr. Martin was whether there were any planter boxes above the street level being planned. Director Joiner replied that the term “planter boxes” is a bit misleading; it is at-grade tree grates. As a point of clarification, Mr. Joiner confirmed that some grates and some tree trenches will be used.

Mayor Haila asked how the design is going to help protect against the erosion that has been occurring. Director Joiner answered that that is the idea around the concrete curb edging that surrounds the at-grade tree grates. A cross section of the tree trench was shown. The Mayor also asked how deep the trench would be and whether someone could possibly fall into it. Mr. Joiner stated that there would be no grate, and it will be filled with soil and plantings. No liability risks have been noted by the consultant; however, if some are noted, the design will be reviewed by the City’s Risk Manager. Staff would also look at what could be done to enhance safety.

Council Member Betcher said she could not really tell where the six-inch curb is in relation to the street, but wondered if it could cause a tripping hazard. Director Joiner said that a six-inch curb is not viewed as a tripping hazard as it is vertically enough to provide delineation. There is also a strip between the tree trench boxes and the back of the curb that is approximately two feet wide, so they won’t back up against the street curb.

Mayor Haila asked if the Campustown Action Association (CAA) had reviewed this, and if so, was it supportive. Mr. Joiner stated that the CAA had reviewed the plans, but he was unsure if there had been any conversation about the particular design feature.

Mayor Haila opened the public hearing. He closed the hearing after he was told no input had been received via emails and no one had called in.

Moved by Beatty-Hansen, seconded by Betcher, to adopt RESOLUTION NO. 20-148 authorizing the transfer of \$600,000 from the FY 2019/20 Concrete Pavement Improvement Program to the Campustown Public Improvements Program.

Roll Call Vote: 6-0. Resolution declared adopted unanimously, signed by the Mayor, and hereby

made a portion of these Minutes.

Moved by Gartin, seconded by Beatty-Hansen, to adopt RESOLUTION NO. 20-149 approving final plans and specifications and awarding a contract to Con-Struct, Inc., of Ames, Iowa, in the amount of \$2,081,067 for the base bid and \$69,000 for Alternate 2.

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

**HEARING ON PROPOSED ZONING TEXT AMENDMENT RELATING TO HIGH-SCREEN LANDSCAPING CONTAINED IN SECTION 29.403(3)(F) OF THE MUNICIPAL CODE:** The public hearing was opened by the Mayor. No one emailed or called in with any comments, and the hearing was closed.

Moved by Betcher, seconded by Beatty-Hansen, to pass on first reading an ordinance relating to high-screen landscaping contained in Section 29.403(3)(F) of the *Municipal Code*.

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

**ORDINANCE TO CHANGE STREET NAME AND SPEED LIMITS FOR UNIVERSITY BOULEVARD IN THE BURGASON ANNEXATION AREA:** Mayor Haila asked if there had been any input received telephonically or electronically on this item. None had been received.

Moved by Beatty-Hansen, seconded by Betcher, to pass on first reading an ordinance changing the street name and speed limits for University Boulevard in the Burgason Annexation Area.

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

**ORDINANCE INCREASING WATER RATES AND SEWER RATES TO BE EFFECTIVE JULY 1, 2020:** Moved by Corrieri, seconded by Betcher, to pass on second reading an ordinance increasing water rates by 2% and sewer rates by 5%, to be effective July 1, 2020.

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

**BOARD/COMMISSION MEETINGS UNDER THE COVID-19 EMERGENCY:** City Manager Schainker said that, in these unusual times, the City Council needed to decide how to conduct future City Council and Board/Commission meetings. He noted that staff had outlined some issues in the Staff Report. Some may want to keep business moving and would want to continue Planning & Zoning and Zoning Board of Adjustment meetings, but temporarily postpone others. Staff jerry-rigged this City Council meeting to meet *Code*, but will be exploring the “Zoom” product and try to perfect the process a little better for the Council’s April 14<sup>th</sup> meeting. Mr. Schainker asked for direction from the Mayor and City Council members in regards to future Council meetings. Even if the Council members do want staff to try the “Zoom” technique, he also questioned whether they wanted staff to try to postpone any issues that might draw a large crowd of interested people or be controversial; although he is not sure how effective it will be to get the input over the Internet. Some people won’t be able to use the Internet, and staff will try to develop something that allows for call-in too. Mr. Schainker said that staff could try to defer or postpone as many of the larger issues, as possible, or they could try to deal with all of them. Some would be workshops, specifically noting

that a big issue is the Ames Plan 2040. He asked if the Council wanted to try to deal with that particular item with City staff, the consultants, and the public coming in remotely, or if they wanted staff to hold off on those as much as possible. City Manager Schainker pointed out that this situation might correct itself by May, but it might not. Any direction that the Council would give staff would be helpful. Public hearings, of course, would still require an opportunity for public input. Specifically, he asked if the Council wanted to continue Public Forum and public input even when it was not a public hearing. It was noted that City Attorney Mark Lambert had provided an analysis as to what is required and what is not required. It was pointed out that Mr. Lambert was attending this meeting in person if the Mayor or City Council had any questions.

Mayor Haila said that the Council would be dealing with one issue at a time. Starting first with Board/Commission meetings, he asked if the Council wanted to cancel any, all, or none of the future meetings; and if so, which ones. Council Member Betcher asked if there were any concerns whether any of the Board/Commission members would be able to join a meeting telephonically or via a “Zoom” meeting or some other electronic means. She said that she did not believe that Board/Commission meetings should be canceled, but if there are members who have accessibility issues, that may mean that needs to be revisited or some other means for them to connect would need to be supplied. City Manager Schainker answered that City staff had not received that kind of feedback; however, have heard that the members are concerned about physically coming in to City Hall, so it is believed that they would rather have the meeting electronically. Ms. Betcher commented that it might be good to survey the Board/Commission members, asking them about their phone accessibility or their electronic meeting accessibility. Mr. Schainker said that staff could do that and possibly check with the Board Chairs to see if they wanted to provide a recommendation to the Council as to whether the meetings should be continued.

Council Member Martin added that a lot of Ms. Betcher’s concerns could be resolved by delegating that question to the Chair of each Board/Commission. The Chairperson can consult with their members and decide whether to cancel their meetings if there were difficult circumstances. However, if it is a Board/Commission like the Zoning Board of Adjustment or Planning & Zoning Commission where cancellation of their meetings would interfere with sensitive schedules, the Council might want to have some sort of heightened scrutiny on those cancellations. Council Member Betcher commented that she agreed with that suggestion. Mr. Martin added that a video conferencing class could perhaps be offered to those groups.

City Manager Schainker said staff had recommended that in-person meetings not be available, so whatever the Council members decide to do with their meetings, the same technique would be made available to the other Boards/Commissions if it is decided to continue to have those meetings.

Mayor Haila advised they would proceed on the basis that all Council members agree that Board/Commission meetings should continue, as discussed.

Moving on to City Council meetings, the Mayor asked if all Council members agreed that Council meetings would continue on their regular schedule except for workshops. Council Member Beatty-Hansen asked why workshops could not continue, specifying just the learning types of them, as

electronic meetings. City Manager Schainker gave an example of an important workshop coming up with the arts community. He said that it certainly could be done remotely; however, he is not sure that there is a timeliness factor; if not, it could be slid a month or two. To him, a quality presentation would be better if it was face-to-face. Ms. Beatty-Hansen said that she did not necessarily mean that one or all of them, but she felt that there would be some where no one other than the Council members would probably show up anyway, e.g., those where the City Council would just be learning about a topic that they wanted to learn about for a while. Council Member Betcher stated that she agreed with Ms. Beatty-Hansen; she did not see a good reason to cancel all of the workshops. She noted that the Ames Plan 2040 workshops have not been heavily attended in the past, and more people might actually tune in and be more enthusiastic if they could sit at home and watch. Ms. Betcher said that she would be in favor of continuing the workshops that would not necessarily benefit from face-to-face discussion.

Mayor Haila pointed out that the workshop on March 31 had already been postponed. He added that some consultants' companies might not want them to travel and would only be able to attend remotely. It was noted that the workshop on April 21 had also been postponed. City Manager Schainker said he would check on that and confirm. He stated that staff now knows that the Council wants to continue with the Ames Plan 2040 workshops and will try to schedule those in. Council Member Martin stated that he did not want the Ames Plan 2040 workshops to continue. He said he realized that they all want to get that Plan finished, but there does not appear to be any date/time pressure. It is his feeling that the communication is better in a room than it would be over the best video platform. So given the lack of time pressure on those meetings that tend to be more collaborative than meetings where there is a series of resolutions and hearings, his preference would be to wait. Mr. Martin pointed out that the next workshop that is on their schedule with a topic assigned is scheduled for May 19; it is on the Ames Plan 2040. Given that the current City closure is through May 15; during the current closure period, it is a moot point; however, if it goes beyond that closure period and the City is still being afflicted, he will probably want to postpone more workshops at that time. Council Members Beatty-Hansen and Betcher concurred.

Council Member Gartin said he believes that it is important to keep moving forward. He pointed out that the Council will be deliberating on a lot of things in the future that are just as important as the Ames Plan 2040, so it is important to keep the ball moving on that. Mr. Gartin clarified that if the Council believes it can deliberate properly in the best interest of the City electronically over a video format, it seemed to him that they could continue to work with the workshops as well. Continuing, Mr. Gartin noted that, clearly there are a lot of things that will have to be pushed off due to the COVID-19 emergency, but to the degree that some sort of normalcy can be maintained and projects can continue to move forward, the City should try to do that.

Mayor Haila asked Council Member Corrieri for her comment. Ms. Corrieri said that on a pure conference call, it is hard to deliberate; however, if that can be improved with a video conference technique, she believes they should continue to move forward.

Council Member Junck agreed that the Council would deliberate best in person, but that it is also

important to keep the ball rolling. She stated her support for conducting workshops electronically.

Mayor Haila asked City Manager Schainker to discuss holding electronic workshops with Planning & Housing Director Diekmann to find out if the consultants are available on the 19<sup>th</sup> of April and if it is practical to continue with the workshop on the Ames Plan 2040. The Mayor pointed out that the Council will next meet in Regular Session on the 12<sup>th</sup>, which will be via video conferencing. At that time, they can evaluate to see if it is practical or not to have the workshop on the following week using the video conferencing technique. Mr. Schainker said he realized that the Council wants to keep going with the Ames Plan 2040, so staff will lay out the rest of the scheduling now.

Council Member Martin said that the Council will have more experience with video conferencing by that date. He pointed out that the May 19<sup>th</sup> workshop was scheduled to include the Tripp Street South land use discussion in addition to the Ames 2040 Plan. In Mr. Martin's opinion, the Tripp Street item is a different type of workshop and is likely to have a completely different vibe than the Ames Plan 2040. Mayor Haila agreed that that topic will generate a lot of participation. It was, therefore, suggested by Mr. Martin that those two topics be separated.

Mr. Schainker noted that he had now been asked to check on the availability of the Ames Plan 2040 consultants to attend a workshop to be held May 19. When that information is known, the Council would make the decision at its meeting on May 12 whether the workshop would be held; however, that did not give staff much time to prepare for the workshop. The Mayor added that he also wanted Mr. Schainker to check with Planning & Housing Director Diekmann to see if he felt it was practical to hold the Ames Plan 2040 workshop in a video format. City Manager Schainker said that he was sure it could be done, but the Council needed to state whether they felt it would be appropriate and an effective format. Mayor Haila noted that if the consultants were not available on May 19, it would be a moot point.

City Manager Schainker asked for clarification on the discussion regarding Tripp Street South land use, specifically, whether the Council wanted that to be done remotely if the City were still in a "lock-down" status. Council Member Betcher stated that she felt that meeting needed to be held face-to-face to ensure that anyone who wanted to participate would be there interacting in person with the City Council. She also believes that several people who have indicated an interest in that topic might fall into the vulnerable category for COVID-19.

Mayor Haila summarized that the workshop scheduled for April 19 should be held, subject to successful video conferencing for the Council's regular meeting on the 12<sup>th</sup>. Then, on the 19<sup>th</sup>, the Ames Plan 2040 would be done by itself. Then in May, it is scheduled to have the Ames Plan 2040 in concert with the Tripp Street South land use discussion; however, they could have the Ames Plan 2040 discussion and postpone the Tripp Street discussion until they can have a face-to-face discussion in a workshop setting. Council Members Martin and Betcher stated that they believed that was a good idea.

City Manager Schainker pointed out that a lot of staff's work would then shift. He reminded the



Council members that they had wanted to make a decision on the Tripp Street South land use so that housing could possibly get built. Council Member Gartin commented that the City often finds itself having to keep in step with the schedule that Housing Coordinator Vanessa Baker-Latimer has because of the nature of the federal funding. He said it would be helpful for City Manager Schainker to touch base with Ms. Baker-Latimer to ensure that any changes in the schedule would not interfere with the funding schedule.

Mr. Schainker indicated that he had a good idea of what the Council was directing, and he will follow-up with the Council on a revised workshop schedule. He noted that there may be consultants who, by their own policy, won't be able to travel at this time. Mr. Schainker pointed out that first, the City has to be stabilized in regards to the COVID-19 emergency. He believes that the Council might get frustrated because projects will have to be slid back.

Regarding the issue of whether to continue Public Forum, Mr. Haila said that he would prefer to continue to allow Public Forum. All Council members concurred that Public Forum should continue.

City Manager Schainker noted that, legally, the City does not have to close the meetings physically. He asked City Attorney Lambert to comment. Mr. Lambert said that it was not clear that the Governor's Order pertains to governmental bodies. However, he believes that the safe thing is to assume that it does, which means limiting in-person access to ten or fewer people. City Manager Schainker said he was not recommending that public input not be allowed; it would be just be done remotely. The City Council concurred that they were supportive of the City Manager's decision to not allow in-person meetings as long as the City has a viable option to allow public comment. The public will not be allowed to come in physically, but must be able to participate electronically in offering public input. Mr. Schainker noted that the option also cannot be made available to only those who have access to the Internet; whatever system is chosen to be used by the City for electronic meetings also has to include a call-in option.

The Council also concurred that the staff should avoid putting complicated topics on the Agenda for the time being. The decision on which topics would be defined as complicated will be left to City Manager Schainker.

**TEMPORARY REVISIONS TO EMPLOYEE LEAVE POLICY DUE TO COVID-19:** The City Manager introduced Human Resources Director Bethany Jorgenson, who put the Temporary Policy together. Ms. Jorgenson explained that, on March 18, 2020, Congress approved a measure that would both expand employees' access to paid sick leave due to the COVID-19 pandemic and expand the Family Medical Leave Act (FMLA) specifically to families needing to care for children when schools and daycares have been closed. She stated that the federal law must be adopted by employers no later than April 2, 2020; however, the City is proposing a temporary amendment to its current leave policy to provide some relief to employees who are impacted now by the COVID-19 virus.

Ms. Jorgenson explained that the proposed temporary City Leave Policy meets or exceeds the requirements of the federal Families First Coronavirus Response Act (FFCRA). It includes a provision for a new form of paid leave called COVID-19 leave. Employees may be eligible to use up to 80 hours total of the COVID-19 leave in any combination paid at their regular rate of pay; that would be a temporary amendment to the City's own personnel leave policies. The federal law expires on December 31, 2020, and the City's Policy would run through December 31, 2020, as well, unless the federal law changes. If the federal law changes, the City would request to change its Policy to mirror it. Ms. Jorgenson specified that this is a one-time offer of up to 80 hours that can be used for a variety of different circumstances.

According to Director Jorgenson the leave would apply if:

1. An employee has been required or advised to quarantine by a medical provider or a county, state, or federal agency, or who has been advised by a medical provider that they have confirmed or presumptively confirmed COVID-19.
2. An employee is providing direct care for an individual required or advised to be quarantined by a medical provider or a county, state, or federal agency, or an individual who has been advised by a medical provider that they have confirmed or presumptively confirmed COVID-19.

According to Director Jorgenson, for Scenarios 1 and 2, the Human Resources Department has a form that the employee would need to complete and provide information as to whom provided that advice.

3. An employee caring for a child whose school or daycare has closed due to COVID-19, provided there are not other work alternatives (i.e., work from home, work schedule modifications).

Ms. Jorgenson explained that Scenario 3 is a little bit different from the federal law. The federal law stipulates that employees could be gone for up to 12 weeks to care for children whose schools or daycares have been closed. The provision for pay in the federal law is that the first two weeks would be unpaid leave and then the remaining weeks would be paid at 2/3 of the employee's regular rate of pay. The City's policy states that the first two weeks could be a reason to use up to 80 hours of COVID-19 pay. The City would make that an option so the employee could receive their full paycheck for those first two weeks, but any remaining hours that they may need to be home would be paid at two-thirds their regular rate. Also, the employee could supplement that with any sick leave, vacation leave, comp leave, or any sort of leave that they might have. Director Jorgenson said that, with the Council's approval, that is what the City would like to offer to its employees.

Council Member Gartin inquired whether there had been any feedback from employees or any representatives on this. Ms. Jorgenson answered that staff wanted to get Council's approval first. Staff has had some conversation with the Executive Leadership group on this, but have not discussed this with employees or Union groups. City Manager Schainker said they will have to notify the Union groups and see what they do; he is not sure what will happen with all the cities. As far as getting input, during a crisis, he said that sometimes staff needs to give answers to people as to what

is going to happen. The City waited on its policy long enough, waiting until the federal government came through with theirs. He reiterated that the City is not negotiating with Unions about this, and will have to see what they say about it. City Manager Schainker pointed out that the City is actually giving better than what is required by the federal government, and management is trying to get answers out to employees as soon as possible.

Mayor Haila asked if it was fair to say that all this was done to comply with federal law and the City actually exceeds federal requirements in some situations. Mr. Schainker confirmed that was true; the City tried to be more generous than the federal law requires. He said staff is looking around to see what other cities are doing, but hasn't been able to find much information. He is unsure whether Iowa State has come out with its policy yet, and they have over 20,000 employees. A lot of other cities have not gotten back to the City with what they are doing, so he is not sure if the City of Ames is ahead of the curve or if others are just keeping quiet as to what they are doing. Therefore, he can't tell the Council what the norm is or what the best practice seems to be at this time.

Mr. Schainker said, first, the City has to meet the federal law, and the City is trying to do a little bit better. Mayor Haila noted that, by federal law, policies have to be adopted by April 2, 2020. City Manager Schainker said that was true; however, he wants the City to get ahead of that and actually do better than the federal law requires. He also asked that the Council approve the City's temporary Leave Policy to be effective as of yesterday, March 23, 2020. City Manager Schainker said he wants people to take advantage of the new Policy as schools are closed and employees might have costs incurred for childcare or had to stay home already on Marcy 23. He wants to implement the City's Policy sooner than they have to in fairness to City employees.

Council Member Gartin asked if Finance Director Duane Pitcher had reviewed the proposed Policy as far as its fiscal implications on the City's budget. As soon as possible, he would like to ensure that they understand the fiscal implications of this. City Manager Schainker said that would be done.

Council Member Betcher said she sees two sections that require certification of an illness and the need to stay home and quarantine. She noted that she was a bit confused by the need to provide the name of the medical provider or agency which had advised or required the employee's absence when everyone is getting federal advice to stay home if you feel ill, and in some cases, communities are recommending that people not go to their doctor unless they feel that they really have COVID-19 and not some other type of minor illness. Therefore, she is unsure what level of certification is being required by the City's Policy. Director Jorgenson said that was put on the form to basically ask employees to self-certify. So, if the employee believes they are sick or thinks that they have COVID-19, the City wants them to be calling their medical provider. There are several ways to do that: First Nurse in Ames, their own medical provider, or a Doctor on Demand service, which is available with the City's health insurance, as well as a variety of other ways. All employees are asked to do is self-certify that a medical provider has stated that they believe the illness could be COVID-19 and they have advised them that they need to stay home or that they meet the criteria for self-isolation according the CDC or Iowa Department of Public Health. The self-verification would show that the employee had at least reached out to a medical provider and are receiving some good advice from them.

Ms. Betcher commented that she did not see that in any of the information that had been provided to the Council. She asked how employees were going to know how to self-certify. Ms. Jorgenson responded that Human Resources has been sending out communication to employees and have it posted in a variety of places where employees can see. It states whom to contact if someone thinks they are ill and listing the different resources. In addition, the City's health insurance provider has been reaching out with similar information. So, employees have been told from a lot of different places what to do; that will be reinforced as the Policy is rolled out to employees. Also, if Human Resources receives a form that doesn't have any or enough information, they will contact the employee and ask if they have reached out to a medical provider. Ms. Betcher asked if the employees had been given the Amended Leave Policy that the Council members received in their meeting packet. Ms. Jorgenson said that they will.

Council Member Betcher asked if there was a reason that information specifying how to self-certify was not included in the actual written Policy. City Manager Schainker said they didn't want to send anything out to employees until the Policy was approved by the City Council. Tomorrow, Ms. Jorgenson will send an email out to all employees and include that information in the cover letter or memo. Ms. Betcher expressed her concern that an employee could miss something that isn't actually include in the Policy, and then when they need to use it, they won't be able to find any information on what they need to do to meet the certification requirement.

Moved by Gartin, seconded by Betcher, to adopt RESOLUTION NO. 20-150 approving Alternative No. 1, which was to approve the COVID-19 Leave Policy, as proposed.

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

**DISPOSITION OF COMMUNICATIONS TO COUNCIL:** Mayor Haila referenced the request from Brad Stumbo dated February 24, 2020, which asked that the City initiate an Urban Fringe Plan Amendment and Map Change for the Bishop Farms. The City Manager recommended that Council request a memo from staff regarding the request.

Moved by Gartin, seconded by Betcher, to refer this item to staff for a memo.

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

**COUNCIL COMMENTS:** Council Member Betcher commented that she had never had so much technology open before her at one time to participate in a meeting. She said that she was participating in the meeting via her cell phone, watching the meeting on "You Tube," and has her Council meeting packet open on her iPad. From her perspective, technology was working. Also, she thanked City staff for all the work that they have put in so far and that they will be putting in on the City's COVID-19 response plan. She is very proud of everything that had been done to this point and is confident that the City will continue doing things to the best of its ability going forward.

Council Member Gartin echoed Ms. Betcher's comments. He stated that all residents need to heed the pleas to be calm and to look for ways to serve; there will be many opportunities to serve. Mr. Gartin believes that the community will get through this. He commented that he appreciates the

leadership that has been shown during this emergency.

Council Member Corrieri thanked City staff and all the partners who have been working with the City to communicate with the public and distribute information in this ever-changing world. Ms. Corrieri also extended her appreciation to the people who are considered essential workers who are not often recognized. Those include people caring for the elderly in nursing homes, those who are caring for the disabled in group homes, the mental health social workers, and everyone else on the front lines helping the most vulnerable populations.

Council Member Martin acknowledged that there are a lot of people working behind the scenes trying to manage this crisis whom they don't hear from at all. They are the ones who are instrumental in making sure that people know what is happening, so that others are able to respond when needed.

Following up on an item that was on this meeting's Agenda, i.e., MetroNet Major Site Development Plan, Mr. Martin noted that an email had been received from the owner of the property, Kori Heuss, citing her concerns about their ability to proceed with the project given the presence of the Remote Parking Easement. Although Ms. Heuss did not call in during the public hearing, he would like to ask staff to reach out to Ms. Heuss to see if she is still interested in having the Parking Easement topic put on a Council meeting agenda, and if so, to put it on a future agenda.

Moved by Martin, seconded by Beatty-Hansen, to ask staff to reach out to Ms. Heuss to see if she is still interested in having the Remote Parking Easement topic put on a Council meeting agenda, and if so, to put it on a future agenda.

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

Council Member Beatty-Hansen reiterated thanks to everyone who is working to keep things together right now. Although did not want any action to be taken tonight, Ms. Beatty-Hansen said she would like the Council to think about how the City might allow for more land to be dedicated to expanding the community gardens in the future. She commented that the resiliency of the community is impressive, but she would like people to think about building on that to make it even more resilient.

Mayor Haila thanked the City Manager on behalf of the City Council for all his work. He said that people will never understand how much work Steve Schainker has put in so far regarding the COVID-19 emergency. In response, Mr. Schainker recognized the work of Assistant City Managers Brian Phillips and Deb Schildroth and the Executive Leadership Team. The Mayor also thanked Human Resources Director Jorgenson for her work on the temporary Leave Policy. In addition, he recognized the work of the United Way, Iowa State University, Story County, all medical providers. Story County Public Health, and Story County Emergency Management. Although they are often taken for granted, Mayor Haila also wanted to recognize and thank all the people who work in the grocery stores. He added that those people need to be thanked for their efforts; they allow citizens to get needed supplies and food.

The Mayor stated that the Ames community is strong and resilient. He urged people to check in on their neighbors, perhaps offer to do childcare, and be patient; it will be trying at times. The Mayor asked that people remember food pantries and donate food and household supplies if they can. He noted that social media can be a powerful source, and he asked people to look for ways to share positive news and initiatives going on in the community.

The Mayor acknowledged that people had been emailing him asking about sheltering in place. Mayor Haila stated that the Governor and medical experts have been very clear in strongly urging people to follow her recommendation for social distancing. The Governor also encouraged people to stay at home as much as they possibly can, and if people can work from home, they should do so. By taking that advice seriously, the opportunity to minimize the social spread exists. Mayor Haila advised that the City will continue to follow the Governor's lead. He said that it is a considerably complex consideration to even think about any kind of a sheltering in place, noting specifically that cities do not have access to data or all the information that the Governor has available to her. Mayor Haila strongly encouraged people to find the link to the Governor's press conference that was held today, as it laid out what is being done and all the factors that go into the decision-making process. He is confident that the Governor and people at the State House have no interest in seeing the virus spread any more or any faster than anyone else does. The Mayor reiterated that the City will continue to follow the Governor's lead. He encouraged people to be positive and to help those around them, and also do whatever they can to support all the businesses, including the hospitality industry, in Ames now and in the future. Although it can be very trying, Mayor Haila noted that this can be viewed as a great opportunity to strengthen families and the community.

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

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Diane R. Voss, City Clerk

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John A. Haila, Mayor

MINUTES OF THE AMES CIVIL SERVICE COMMISSION

AMES, IOWA

MARCH 26, 2020

The Regular Session of the Ames Civil Service Commission was called to order by Chairman Mike Crum at 8:15 a.m. on March 26, 2020. As it was impractical for the Commission members to attend in person, Commission Chairperson Mike Crum and Commission Members Harold Pike and Charlie Ricketts were brought in telephonically.

**APPROVAL OF MINUTES OF FEBRUARY 27, 2020, REGULAR MEETING:** Moved by Pike, seconded by Ricketts, to approve the Minutes of the February 27, 2020, Regular Civil Service Commission meeting, as written.

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

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

Ice Arena Manager	Taylor Bassett	74
	Cameron Fredrick	71
W/PC Laboratory Technician	Chelsea Shimp	79
	Derek Crawford	79
	Arijan Limani	77
	Jared Keenan	73
Water Plant Operator	Tad Stupp	80
	Emily Engle	79
	Shane Campfield	77*
	Alexander Malone	75
	Christy McCloud	74
	John Tieskoetter	70

\*includes preference points

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

**COMMENTS:** The next Regular Meeting of the Civil Service Commission is scheduled for April 23, 2020, at 8:15 a.m. Election of officers will occur at that meeting.

**ADJOURNMENT:** The meeting adjourned at 8:18 a.m.

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Michael R. Crum, Chairman

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Diane R. Voss, City Clerk



## REPORT OF CONTRACT CHANGE ORDERS

<b>Period:</b>	<input type="checkbox"/>	1 <sup>st</sup> – 15 <sup>th</sup>
	<input checked="" type="checkbox"/>	16 <sup>th</sup> – End of Month
<b>Month &amp; Year:</b>	March	
<b>For City Council Date:</b>	April 14, 2020	

Department	General Description of Contract	Contract Change No.	Original Contract Amount	Contractor/ Vendor	Total of Prior Change Orders	Amount this Change Order	Change Approved By	Purchasing Contact (Buyer)
Water & Pollution Control	Well Rehabilitation Project	2	\$80,716.00	Northway Corporation	\$7,958.00	\$7,149.00	J. Dunn	MA
Electric Services	Chemical Storage Floor Repair	1	\$75,000.00	Western Specialty Contractors	\$0.00	\$-(12,000.00)	D. Kom	JN
Public Woks	Professional Services	3	\$328,240.00	Stanley Consultants	\$142,500.00	\$1,072.00	T. Warner	MA
Public Works	2007/08 Shared Use Path (Bloomington Rd to Ada Hayden)	4	\$385,000.00	Elder Corporation	\$22,869.23	\$-(1,699.98)	J. Joiner	MA
			\$		\$	\$		
			\$		\$	\$		



## Applicant License Application ( )

<b>Name of Applicant:</b> <u>Kwik Trip, Inc.</u>		
<b>Name of Business (DBA):</b> <u>Tobacco Outlet Plus #530</u>		
<b>Address of Premises:</b> <u>204 S Duff Ave</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50010</u>
<b>Business</b> <u>(515) 232-4389</u>		
<b>Mailing</b> <u>PO Box 2107</u>		
<b>City</b> <u>La Crosse</u>	<b>State</b> <u>WI</u>	<b>Zip:</b> <u>54602</u>

## Contact Person

<b>Name</b> <u>Deanna Hafner</u>		
<b>Phone:</b> <u>(608) 793-6262</u>	<b>Email</b>	<u>DHafner@kwiktrip.com</u>

**Classification** Class E Liquor License (LE)

**Term:** 12 months

**Effective Date:** 04/15/2020

**Expiration Date:** 01/01/1900

**Privileges:**

Class E Liquor License (LE)

Sunday Sales

## Status of Business

<b>BusinessType:</b> <u>Privately Held Corporation</u>
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u> <b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

## Ownership

## Donald Zietlow

**First Name:** Donald      **Last Name:** Zietlow  
**City:** Onalaska      **State:** Wisconsin      **Zip:** 54650  
**Position:** President  
**% of Ownership:** 100.00%      **U.S. Citizen:** Yes

## Thomas Reinhart

**First Name:** Thomas      **Last Name:** Reinhart  
**City:** Onalaska      **State:** Wisconsin      **Zip:** 54650  
**Position:** Secretary  
**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

## Jeffrey Wrobel

**First Name:** Jeffrey      **Last Name:** Wrobel  
**City:** La Crosse      **State:** Wisconsin      **Zip:** 54601  
**Position:** Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Cincinnati Insurance Company</u>		
<b>Policy Effective Date:</b>	<u>04/15/2020</u>	<b>Policy Expiration</b>	<u>01/01/1900</u>
<b>Bond Effective</b>	<u>2</u>	<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective</b>		<b>Temp Transfer Expiration Date:</b>	



# MEMO

## Item No. 6

**To:** Mayor John Haila and Ames City Council Members  
**From:** Lieutenant Tom Shelton, Ames Police Department  
**Date:** April 2, 2020  
**Subject:** Beer Permits & Liquor License Renewal Reference City Council Agenda

The Council agenda for April 14, 2020 includes beer permits and liquor license renewals for:

- Class C Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Cyclone Experience Network - Hilton Coliseum, 1705 Center Drive
- Class C Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Perfect Games Inc., 1320 Dickinson Avenue
- Special Class C Liquor License with Class B Native Wine Permit - SZECHUAN HOUSE, 3605 Lincoln way
- Class C Liquor License with Catering Privilege, Outdoor Service, and Sunday Sales - Provisions Lot F, 2400 North Loop Dr.
- Special Class C Liquor License with Sunday Sales – Smokin Oak Wood-fired Pizza, 2420 Lincoln Way
- Class C Liquor License with Outdoor Service and Sunday Sales – Brick City Grill, 2704 Stange Road

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND ADOPTING  
SUPPLEMENT NO. 2020-2 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 April 1, 2020, as Supplement No. 2020-2 to the Ames Municipal Code.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
John A. Haila, Mayor

Attest:

\_\_\_\_\_  
Diane R. Voss, City Clerk



# MEMO

## Item No. 8

**TO:** Members of the City Council

**FROM:** John A. Haila, Mayor

**DATE:** April 14, 2020

**SUBJECT:** Appointment to Fill Vacancy on Zoning Board of Adjustment

Kyle Perkins, member of the Zoning Board of Adjustment, had submitted his resignation from the Zoning Board of Adjustment effective at the end of his term April 1, 2020. Since Kyle resigned, an appointment needs to be made to fill this vacancy.

Therefore, I request that the City Council approve the appointment of Chad Schneider to fill the vacancy on the Zoning Board of Adjustment.

JAH/alc

**COUNCIL ACTION FORM**

**SUBJECT: AUTHORIZING PLAN SPONSOR ELECTIONS TO DEFERRED COMPENSATION AND UTILITY RETIREMENT PLANS TO IMPLEMENT CARES ACT PROVISIONS FOR PARTICIPANT DISTRIBUTIONS AND LOANS**

**BACKGROUND:**

The recently passed Coronavirus Aid, Relief, and Economic Security Act (CARES) included temporary rule changes that impact retirement plans including the City of Ames defined contribution Utility Retirement Plan 403(b) and voluntary employee deferred compensation plan 457(b).

The CARES Act includes a mandatory provision that provides a waiver of required minimum distributions. No action is required by the City to implement this provision. Also included are two optional provisions related to coronavirus-related distributions and participant loans and repayment. These optional provisions allow participants to make early withdrawals from plans without penalty, expand the availability of participant loans from the plans and allow for deferment of repayment of existing loans. A summary of the changes prepared by our Utility Retirement plan administrator is attached.

**The optional provisions do not increase costs to the City other than for additional plan administration. These provisions are changes to existing rules related to participant withdrawals and loans from their retirement funds. Additionally, the City may rely on employee certification that they satisfy provisions required for coronavirus-related distributions. The provisions are temporary elections related to the CARES Act and are not permanent changes to the retirement plan documents.**

Employer forms to elect these provisions and notice process to participants are still being developed.

**ALTERNATIVES:**

1. Adopt a resolution authorizing the Finance Director to make plan sponsor elections related to the adoption of optional provisions of the Coronavirus Aid, Relief, and Economic Security Act for the City of Ames deferred compensation and utility retirement plans.
2. Do not authorize staff to adopt optional provisions of the CARES Act related to deferred compensation and utility retirement plans.

**CITY MANAGER'S RECOMMENDED ACTION:**

The optional election of the CARES Act provisions related to retirement funds provide City of Ames employees who are members of the Utility Retirement System or participate in the deferred compensation plan with additional access to retirement funds to respond to financial hardship related to the Coronavirus pandemic. The provision related to retirement funds can be implemented with no cost to the City.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, adopting a resolution authorizing the Finance Director to make plan sponsor elections to adopt the optional provisions of the Coronavirus Aid, Relief, and Economic Security Act for the City of Ames deferred compensation and utility retirement plans

# What plan sponsors need to know about the CARES Act

The recently enacted Coronavirus Aid, Relief, and Economic Security (CARES) Act is a \$2 trillion fiscal stimulus bill intended to provide broad relief to address the impact of COVID-19.

The law provides wide-ranging support to individuals, businesses, and state and local governments. It includes several Individual Retirement Account (IRA) and retirement plan provisions, which are summarized below.

## 1. Coronavirus-related distribution

- a. **Optional provision.**
- b. A new distribution from a plan or IRA called a "coronavirus-related distribution" (CRD) is available.
- c. A CRD is a 2020 distribution to an "affected individual" (1) diagnosed with COVID-19, (2) whose spouse or dependent was diagnosed, or (3) who experiences adverse financial consequences due to quarantine, being furloughed or laid off, or having work hours reduced due to such virus, being unable to work due to lack of child care due to such virus, closing or reducing hours of a business owned or operated by the individual due to such virus, or (4) other factors as determined by the Secretary of Treasury.
- d. The plan administrator may rely on an employee's certification that they satisfy the conditions as an affected individual.
- e. The CRD must be made on or after January 1, 2020 and before December 31, 2020. The maximum amount for an individual is \$100,000 which is aggregated across retirement plans and IRAs.
- f. CRDs are not subject to the 10% penalty that otherwise would be applicable for distributions taken before age 59½.
- g. Taxation of the CRD may be spread over three (3) years by the participant.
- h. CRDs can be repaid to an IRA or retirement plan (treated as a rollover) within three (3) years after the distribution.

## 2. Participant loan limits and repayments

- a. **Optional provision for plan sponsors to increase the loan limits.**
- b. To be eligible for the loan relief, a participant must meet the same eligibility criteria for affected individuals listed above relative to a CRD.
- c. For a period from March 27, 2020 until September 23, 2020, affected individuals can take plan loans up to a lesser of \$100,000 or 100% of their vested plan account balance.
- d. An affected individual with an existing loan can also delay loan repayments otherwise due for the rest of 2020 by a year and reamortize payments.

*The decision to delay a loan repayment is available to participants regardless of whether their employer adopts the change in loan limits listed above.*



### 3. Required minimum distributions (RMDs) waived for 2020

- a. **Mandatory provision.**
- b. RMDs are waived for all types of defined contribution plans, which include 401(k) plans, 403(b), 457(b) plans (maintained by a state or local government), and IRAs. No RMD waiver is available for defined benefit plans.
- c. The RMD waiver applies to IRA owners, plan participants, and beneficiaries taking RMDs under the life expectancy rules.
- d. For beneficiaries required to take RMDs under the five-year rule, 2020 is not counted as part of the five year period.

### 4. Plan amendments

Plans have until at least the end of the 2022 plan year (or later as the Department of Treasury may provide) to adopt amendments related to the CARES Act.

### 5. Next steps

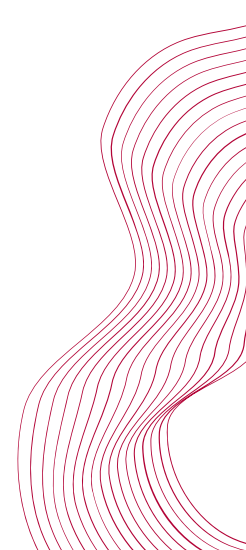
Vanguard is gearing up to handle requests from plan participants seeking to take advantage of the greater access to their accounts as provided by the CARES Act.

To add CRDs and increase plan loan limits, Vanguard is developing processes for plan sponsors to implement these provisions. Your relationship manager will contact you with additional details.

**Connect with Vanguard®** > [institutional.vanguard.com](https://institutional.vanguard.com) > 800-523-1036

We recommend that you consult a tax or financial advisor about your individual situation.

All investing is subject to risk, including the possible loss of the money you invest.



**COUNCIL ACTION FORM**

**SUBJECT: STORY COUNTY 911 SERVICE BOARD REPRESENTATION**

**BACKGROUND:**

The Story County 911 Service Board (Board) supports 911 emergency communications services in Ames and throughout Story County. The Board receives, administers, and disperses the 911 surcharge that is levied on all wireline and wireless phones. The Board provides support to Ames by subsidizing a variety of emergency response costs including telephone trunk lines, radio tower fees, and the purchase of emergency communications equipment in the Communications Center.

The City has two voting members on the Board representing: 1) the City as a whole, and 2) the Chief of Police (as the director of the communications center). Each voting member has a designated alternate. The current members are:

**For the City of Ames:**

- Member – Tom Hackett, Fire Department Deputy Chief
- Alternate – Doug Allen, Fire Department Deputy Chief

**For the Chief of Police:**

- Member – Charles Cychosz, Chief of Police
- Alternate – Doug Houghton, Police Department Support Services Manager

Doug Houghton retired from the City effective April 3, 2020. The Chief of Police recommends the appointment of Commander Geoff Huff as the new alternate. Commander Huff's appointment would be effective upon approval of the City Council.

**ALTERNATIVES:**

1. Approve the appointment of Geoff Huff as the Chief of Police alternate to the Story County 911 Service Board.
2. Do not approve the appointment and direct staff to recommend other appointees.

**CITY MANAGER'S RECOMMENDED ACTION:**

The Story County 911 Service Board continues to provide professional and financial resources to the City to support emergency response activities. It is important to maintain representation on this Board.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the appointment of Geoff Huff as the Chief of Police alternate to the Story County 911 Service Board.

**COUNCIL ACTION FORM**

**SUBJECT: ENDORSEMENT OF IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION FOR FINANCIAL ASSISTANCE FOR AMCOR RIGID PACKAGING WITH NO LOCAL MATCH REQUIREMENT**

**BACKGROUND:**

The Amcor Rigid Packaging Company (Amcor) has applied for economic development assistance from the Iowa Economic Development Authority (IEDA) to expand operations at its Ames plant. **The application does not include a request for a local match, but local sponsorship of the application is required to proceed.**

The project will include expansion of manufacturing equipment, including four new extrusion/injection lines and three new blow molding machines. Total expected investment for the project is \$3,086,270, including a \$172,591 assistance package from IEDA in the form of investment tax and other state tax credits. This project utilizes existing buildings at the Ames facility and is expected to create an additional 42 jobs.

IEDA will review the Amcor application for assistance on April, 17, 2020. **For the IEDA to continue consideration of this project, the City Council must adopt a resolution supporting the submittal of the Amcor application for IEDA assistance.**

**ALTERNATIVES:**

1. Adopt a resolution supporting the submittal of an application from Amcor Rigid Packaging requesting economic development assistance from IEDA with no local match.
2. Do not adopt a resolution of support for Amcor Rigid Packaging application.

**CTY MANAGER'S RECOMMENDED ACTION:**

Amcor Rigid Packaging is a company with a long-term presence in Ames that is making an investment of capital to expand employment without the cost of additional City infrastructure or local match requirements. In keeping with the Council's goal to promote economic development, this project will expand the number of quality jobs within our city.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, adopting a resolution supporting the submittal of an application from Amcor Rigid Packaging requesting economic development assistance from IEDA with no local match.



Debi V. Durham, Director  
Iowa Economic Development Authority

# Business Financial Assistance Application

Business Finance - Business Development Division  
Iowa Economic Development Authority  
200 East Grand Avenue  
Des Moines, Iowa 50309-1819  
[iowaeconomicdevelopment.com](http://iowaeconomicdevelopment.com)  
Telephone: 515.348.6153 Email: [businessfinance@iowaeda.com](mailto:businessfinance@iowaeda.com)

## Application Instructions

**To Complete Electronic Form:** Click on TEXT BOX to add text. Double click on YES/NO boxes and select "Checked".

1. All applicants must complete the Business Financial Assistance Application and attach only those additional sections for the components to which the applicant is applying.

<u>STATE of IOWA – Financial Assistance Program</u>
High Quality Jobs Program (HQJ)
<input checked="" type="checkbox"/> Tax Credits
<input type="checkbox"/> Direct Financial Assistance

2. Before filling out this application form, please read all applicable sections of the Iowa Code and Iowa Administrative Code (rules). <https://www.legis.iowa.gov/law/administrativeRules>
3. Only typed or computer-generated applications will be accepted and reviewed. Any material change to the format, questions, or wording of questions presented in this application will render the application invalid and it will not be accepted.
4. Complete the applicable sections of the application fully. If questions are left unanswered or required attachments are not submitted, an explanation must be included.
5. Use clear and concise language. Attachments should only be used when requested or as supporting documentation.
6. Any inaccurate information of a significant nature may disqualify the application from consideration.
7. The following must be submitted to Business Finance at IEDA to initiate the review process:
  - One **original**, signed application form and all required attachments
  - One **electronic** copy of the application form and all required attachments

**Facsimile copies will not be accepted.**

**Applications must be submitted to IEDA Business Finance before 4:00 p.m. on the fourth Monday of the month.**

**Applications will be reviewed by the IEDA Board on the third Friday of the following month.**

## Public Records Policies

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During the application process, the information submitted by you to IEDA is exempt from disclosure under the “industrial prospects” exemption found in Section 22.7(8). However, once you receive an award, the industrial prospects exemption no longer applies and *all documents submitted and generated during the application and negotiation process become public records* under Iowa’s Open Records Law ([Iowa Code, Chapter 22](#)), unless

- 1) The information belongs to one of the classes of records automatically treated as confidential; or
- 2) You have applied for and received written notice that your information will be treated as confidential.

### Automatically Confidential Records

IEDA automatically treats the following records as confidential and will withhold them from public inspection even without a request for confidential treatment:

- Tax Records and Tax Liability Information
- *Quarterly Iowa Employer’s Contribution and Payroll Report* prepared for the Iowa Workforce Development Department
- Payroll Registers
- Business Financial Statements and Projections (unless those statements are already publicly available elsewhere, e.g., 10-K filings)
- Personal Financial Statements

### Exemptions to the Open Records Law

If you wish to have additional information treated as confidential, you must fill out the confidential treatment request form. This form is available by request. Under the Open Records Law, IEDA may lawfully treat certain information as confidential if that information falls within an exemption to the Open Records Law. The following exemptions represent records which may lawfully be treated as confidential under the Open Records law and which are most often applicable to the information submitted to IEDA:

- Release of information would give an unfair advantage to competitors – Iowa Code Sec. 15.118
- Trade secrets – See Iowa Code section 22.7(3), see also Iowa Code Ch. 550
- Information on an industrial prospect with which the IEDA is currently negotiating – See Iowa Code section 22.7(8)
- Communications not required by law, rule or regulation made to IEDA by persons outside the government to the extent that IEDA could reasonably believe that those persons would be discouraged from making them to IEDA if they were made available for general public examination – Iowa Code section 22.7(18)

### Non-Confidential Information

Information that is submitted to IEDA as part of the application process or that is contained in a contract for program benefits is generally considered material to the eligibility requirements of the program or to the amount of incentives or assistance to be provided. Such information is generally not given confidential treatment. Such information includes but is not limited to, the number and type of jobs incented, the wage levels for the incented jobs, your company’s employee benefit information, and your project budget.

**Additional Information Available.** Copies of [Iowa’s Open Record law](#) and IEDA’s [administrative rules](#) relating to public records are available from the IEDA upon request.

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**SECTION A**

**Applicant Information**

**Date Application Submitted: 3-25-20**

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1. **Name of Business:** Amcor Rigid Packaging
2. **Entity Name(s) for contracting** (please include all that are involved in proposed project):
3. **Address:** 520 Bell Ave.
4. **City, State & Zip Code:** Ames, IA 50010
5. **Contact Person:** Blake Good                      **Title:** Human Resource Manager
6. **Phone:** 515-239-9649    **Fax:** 515-239-9603    **Email:** blake.good@amcor.com
7. **FEIN:** 364126680
8. **Please indicate your tax period end date: 6-30-20**
9. **NAICS Code for primary business operations:** 326199
10. **US DOT Number:** N/A
  
11. **Does the Business file a consolidated tax return under a different tax ID number?**  
 Yes (If yes, please also provide that tax ID number)                       No
- a. Is the contact person listed above authorized to obligate the Business?**  
 Yes                       No If no, please provide the name and title of a company officer authorized to obligate the Business:
  
12. **If the application was prepared by someone other than the contact person listed above, please complete the following:**  
Name of Business:  
Address:  
City, State & Zip Code:  
Contact Person:                      Title:  
Phone:    Fax:    Email:

**Sponsor Information** (A sponsor organization is a city or county)

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13. **Sponsor Organization:** City of Ames
14. **Official Contact (e.g. Mayor, Chairperson, etc.):** John Haila **Title:** Mayor
15. **Address:** 515 Clark
16. **City, State & Zip Code:** Ames, Iowa 50010
17. **Phone:** 515.239.5101    **Email:** jhaila@city.ames.ia.us
18. **If IEDA needs to contact the sponsor organization with questions, should we contact the person listed above?**  Yes                       No, please contact the following person:  
Name: Duane Pitcher    Title: Finance Director  
Address: 515 Clark  
City, State & Zip Code: Ames, Iowa 50010  
Phone: 515.239.5114    Email: dpitcher@city.ames.ia.us

If necessary, please list information on additional sponsors in an attachment.

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**SECTION B**

**Business Information**

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1. **Provide a brief description and history of the Business. Include information about the Business' products or services and its markets and/or customers.**

**Amcor Rigid Plastics** is among the world's largest manufacturers of **rigid plastic packaging** for the food, beverage, spirits, personal/home car and healthcare industries with 59 facilities in 13 countries. We design, produce and supply **rigid plastic packaging** for consumer products.

Our history dates to the 1860s when Samuel Ramsden, a young stone mason from Yorkshire, arrived in Australia with his bride to seek his fortune. He established Victoria's first paper mill, on the banks of the Yarra River, Melbourne. <https://www.amcor.com/about/overview/history>

2. **Business Structure:**

Cooperative                       Corporation                       Limited Liability Company  
 Partnership                       S-Corporation                       Sole Proprietorship

3. State of Incorporation: Michigan

4. Identify the Business' owners and percent ownership: Public AMCR

5. Does a woman, minority, or person with a disability own the Business?                       Yes                       No

6. List the Business' Iowa locations and the most current number of employees at each location. Ames, IA-97 Des Moines, IA-156 Centerville, IA 122

7. What is the Business' worldwide employment? (Please include employees of parent company, subsidiaries, and other affiliated entities in this figure.) 35,000

**Project Information**

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8. **Project Street Address:** 520 Bell Ave.

**Project City & Zip Code:** Ames, IA 50010

**Project County:** United States

9. **Type of Business Project:**

Startup     Expansion of Iowa Company                       New Location in Iowa

10. **Does the project site qualify as a "Brownfield" or "Grayfield" site?**                       Yes                       No

If yes, please explain and document as Attachment A6.

11. **Describe the proposed project for which assistance is being sought. (Include project timeline with dates, facility size, infrastructure improvements, proposed products/services, any new markets, etc.)**

Addition of 6 production lines to our current operation.

- 12.

<b>Project Timeline</b> (add additional rows as needed)	<b>Beginning Activity Date</b>	<b>Activity Completion Date</b>
4 new extrusion/injection lines will be installed	4-27-20	6-29-20
2 new Blow molding machines installed	5-10-20	7-20-20
1 Royal Wheel blow molding machine	5-25-20	8-3-20

13. **Has any part of the project started\*?**                       Yes                       No

If yes, please explain.

*\* For IEDA's purposes, starting the project includes: the start of construction or rehabilitation, the purchase of a building, the execution of a lease, or the installation of equipment to be used in the project.*

14. **Identify the Business' competitors.** If any of these competitors have Iowa locations, please explain the nature of the competition (e.g. competitive business segment, estimated market share, etc.) and explain what impact the proposed project may have on the Iowa competitor. No known business competitors in Iowa.

15. **Will any of the current Iowa employees lose their jobs if this project does not proceed?**

Yes                       No

If yes, please explain why and identify those jobs as "retained jobs" in the Project Jobs Section E.



16. **Is the Business actively considering locations outside of Iowa?**  Yes  No  
 If yes, where and what assistance is being offered?

17. **Please identify the company project management for the project location and experience.** Tim Schmidt, Plant Manager, 25 years. Erik Roys, Maintenance Manager, 20 years. Jeff Thede, Sr. Plant Engineer, 20 years. Blake Good, Human Resource Manager, 20 years.

**SECTION C**

**Applicant's Project Budget**

1. **Does the Business plan to lease the facility?**  Yes  No  
 If yes, please provide the Annual Base Rent Payment (lease payment minus property taxes, insurance, and operating/maintenance expenses) for three years in the budget below, and only major renovation costs your company expects to incur. Administrative rules require that the lease be in place for a minimum of five years.

2. Please complete the budget below. Include only costs the company plans to incur directly:

Use of Funds	Cost	Source A	Source B	Source C	Source D	Source E	Source F
Base Rent (3 years)							
Tenant Improvements	1 638 000			1 638 000			
Land Acquisition							
Site Preparation							
Building Acquisition							
Building Construction							
Building Remodeling							
Mfg. Machinery & Equip.	1 448 270			1 448 270			
Other Machinery & Equip.							
Racking, Shelving, etc. <sup>1</sup>							
Computer Hardware							
Computer Software							
Furniture & Fixtures							
Working Capital							
Research & Development							
Other (Training)							
<b>TOTAL</b>	<b>\$3086270</b>	<b>\$</b>	<b>\$</b>	<b>\$3086270</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

<sup>1</sup> Racking, shelving and conveyor equipment used in distribution center projects only

3. Please complete the chart below with proposed financing for the project (tax benefits should be reflected as indirect financing under #5 below):

PROPOSED FINANCING					
Source of Funds	Amount	Form of Funds	Rate and Term	Commitment Status	Conditions/Additional Information
Add additional lines as needed		(Loan, Grant, In-Kind, Donation, etc.)			Include when funds will be disbursed; If loan, whether payments are a level term, balloon, etc
Source A: IEDA (see #4 below)	\$				
Source B: Local Government	\$				
Source C: Business	\$ 3086270	Internal reserves			
Source D: Other Source	\$				
Source E: Other Source	\$				
Source F: Other Source	\$				
<b>TOTAL</b>	<b>\$3086270</b>				

4. **Direct financial assistance (loans/forgivable loans) must be secured with acceptable collateral. Please select the type of collateral your company will pledge to secure the IEDA financing, and document its value in Attachment A5. \***

No collateral, funding disbursed at the end of the 5-year contract	<input type="checkbox"/>	Explain:
Irrevocable letter of credit	<input type="checkbox"/>	
Dedicated certificate of deposit (CD)	<input type="checkbox"/>	

\* The IEDA Board has the final discretion on what collateral will be accepted.

5. Please complete the chart below with tax credits and other indirect financing expected for the project:

TAX CREDITS AND INDIRECT FINANCING		
Source of Funds	Amount	Description
Investment Tax Credit	123,451	
Sales, Service & Use Tax Refund	49,140	
Research Activities Credit (3%/10%)		
Local Property Tax Exemption		
Tax Increment Financing		
260E Job Training Funds		
In-kind Contribution		
Other		
<b>TOTAL</b>	<b>\$172,591</b>	

6. **There are three justifiable reasons for providing assistance. Check the box next to the reason why assistance is needed to complete this project.**

**Financing Gap** - A gap exists between the financing required and the financing on-hand and the provision of tax incentives or assistance is necessary to fill the gap.

**Rate of Return Gap** –The likely returns of the project are inadequate to motivate a company decision maker to proceed with the project even if sufficient debt or equity can be raised to finance the project, and the project’s risks outweigh its rewards, making the provision of tax incentives or assistance necessary to reduce the project’s risks.

**Location Disadvantage (Incentive)** –The business is deciding between a site in Iowa (“Iowa site”) and a site in another state (“out-of-state site”) for its project and the cost of completing the project at the out-of-state site is demonstrably lower, making tax incentives or assistance necessary to equalize the cost differential between the two sites. Note: The authority will attempt to quantify the cost differential between the sites.

7. **Please provide a brief explanation of the need for assistance.**

While we have the internal funding to support this expansion we seek incentives from the State of Iowa in the form of investment tax credits as well as sales, service and use tax refunds to minimize the project risks associated with moving forward with this project as this time.

## SECTION D

### Employee Benefits

**There are three options to meeting the sufficient benefit requirement. These options are detailed in the chart below. Please complete questions 1-3. If your company meets Option 1 or 2, no additional information is required. If you would like to utilize Option 3, please also complete questions 4-6.**

	Option 1	Option 2	Option 3
	70% single Coverage	60% Family coverage	Monetary Equivalent
Total Number of Employees in US	Pay 70% of premium costs for a standard medical plan, single coverage.	Pay 60% of premium costs for a standard medical plan, family coverage.	Provide medical and pay the monetary equivalent of Option 1 or Option 2 in supplemental employee benefits.
201+	\$1700 maximum deductible	\$3750 maximum deductible	<i>Benefits Counted Toward Monetary Equivalent: Medical coverage, Dental coverage, Vision insurance, Life insurance, Pension, 401(k) (company’s Average</i>
50-200	\$2500 maximum deductible	\$5250 maximum deductible	
0-49	\$3000 maximum deductible	\$6000 Maximum deductible	
* In addition, the IEDA will assess the affordability of plans that are qualified under the deductible and premium percentage paid by the employer criteria. Plans that are not offered at a reasonable cost to employees will be deemed not qualified			

and the business is not eligible for benefits under the High Quality Jobs Program.

contribution, Short-/long-term disability insurance, Child care services, Other nonwage compensation

1. How many full-time, permanent employees does your company currently employ within the U.S.? 97
2. What is the total premium cost for a standard medical plan for **single employee coverage**? \$597.89
  - a. What portion of this cost is paid by the business? \$418.10
  - b. What is the deductible associated with this plan? \$750
3. What is the total premium cost for a standard medical plan for **family coverage**? \$1793.66
  - a. What portion of this cost is paid by the business? \$1306.94
  - b. What is the deductible associated with this plan? \$1500

No additional information required, in this section, if your company meets the requirement for Option 1 or Option 2

4. Does your company provide additional benefits to full time employees?  Yes  No  
If yes, please provide the annual amount **offered by the business, per employee** in the chart below:

Benefit	Annual amount paid by the business (per employee):
Dental Insurance – Single plan	\$396.60
Dental Insurance – Family plan	\$1189.80
Pension (Use 3-year average calculated below)	\$0
Retirement Plan - i.e. 401(k) (Use 3-year average calculated below)	\$2974
Profit Sharing Plan (Use 3-year average calculated below)	\$1740
Childcare Services	\$0
Life Insurance coverage	\$131
Disability Insurance coverage	\$283
Health Savings Account (HSA) contribution	\$1500
<b>TOTAL</b>	<b>\$8,214.40</b>

5. Does the Business offer a pension plan, 401(k) plan, and/or retirement-plan?  Yes  No  
If yes, please indicate the amount contributed on a per employee basis by the Business to the plan for the last three years. For 401(k) plans, please provide information on the company match and indicate the average annual match per employee.

Year Ending	Average Actual Match per Employee (\$)
	\$2,899
	\$2,911
	\$3,122
<b>Three-year Average:</b>	<b>\$2,974</b>

6. Does the Business offer a profit-sharing plan?  Yes  No  
If yes, please indicate total amount paid out each year for the past three years and then, determine the average annual bonus or contribution per employee for that three year period.

Year Ending	Average Actual Share per Employee (\$)
2017	\$1750
2018	\$1688
2019	\$1780
<b>Three-year Average:</b>	<b>\$1740</b>

Notes:

1. A qualified plan must be offered to all full-time permanent employees.
2. If you have multiple health insurance plans, please provide information on each plan.

**SECTION E**

**Project Jobs**

1. List the jobs that will be created and/or retained as the result of this project. (A retained job is an existing job that would be eliminated or moved to another state if the project does not proceed in Iowa.) For jobs to be created, include the starting and final hourly wage rate. For retained jobs, include the current hourly wage rate.

<b>Full-Time CREATED Jobs</b>	<i>(Add additional rows as needed)</i>		
Job Title	Number of <b>CREATED</b> Jobs	Starting Hourly Wage	Wage at 36 months following the award
Machine Operator	25	23.10/HR	24.80/HR
Production Lead	5	25.24/HR	27.25/HR
Forklift Driver	4	19.75/HR	21.35/HR
Maintenance Tech	4	28.70/HR	32.65/HR
Quality Coordinator	1	22.71/HR	23.90/HR
Process Specialist	1	35.55/HR	37.55/HR
Material Handler	1	21.95/HR	23.40/HR
Quality Manager	1	90000/year	95000/yr
<b>Total Full-Time CREATED Jobs</b>	<b>42</b>		

<b>Full-Time RETAINED Jobs</b>	<i>(Add additional rows as needed)</i>	
Job Title (AT-RISK jobs only)	Number of <b>RETAINED</b> Jobs	Current Hourly Wage
<b>Total Full-Time RETAINED Jobs</b>		

2. Is the hourly wage rate based on a 40 hour work week, 52 weeks per year? X Yes  No  
If no please explain:

**SECTION F**

**Business Taxes**

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IEDA is required to calculate the return on state and local government investments in this project. Data from other parts of the application will be combined with the estimates requested below to calculate the required return on investment information. Please read the following directions carefully:

- IEDA is asking for a best estimate on the increase in taxes associated with this project.
- Estimates should only include the expected increase in tax liability resulting from this project.
- At minimum, IEDA needs estimates for the first three years of the project.
- Show data as if no tax abatements or tax credits awarded for this project were taken.
- For partnership forms of ownership (e.g. limited partnerships, s-corporations, LLC, etc.), please estimate the partners' increase in Iowa tax liability due to this project.
- Sales and use taxes refer to the taxes paid on materials, etc. that the Business purchases, not taxes you collect from sales to your customers.
- Applicants will not be held to these numbers with respect to any award from or contract with IEDA.
- This page of the application will automatically be treated as **confidential**.

**Increase in Tax Collections Associated with this Project**

<b>State Business Taxes</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
State Corporate Income Tax*					
State Business Sales and Use Tax					

\* Insurance Companies: Provide State Insurance Premium Tax

<b>Local Business Taxes</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Local Real Estate Property Tax	n/a	n/a	n/a	n/a	n/a
Local Option Sales Tax	n/a	n/a	n/a	n/a	n/a

**CONFIDENTIAL**

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## SECTION G

### **Attachments**

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Please attach the following documents:

**A1 Project Plan**

Please provide an executive summary for your project. This information should include, at a minimum, expanded information about the company's products and services and any other project related information that has not already been described in the application for financial assistance.

*Please note, a traditional business plan, including an executive summary, market analysis, organization and management structure, marketing and sales management, service and product line narrative, financial projections, feasibility study and patent status, as well as any other relevant information, may be requested by the Iowa Economic Development Authority to evaluate the feasibility of this project.*

**A2 Payroll Information (Confidential)**

- Copies of the Business' **Quarterly Iowa Employer's Contribution and Payroll Report** for the past year. This report should include the monthly employment totals.
- **A copy of the most recent payroll report for one pay period.** The copy of the most recent payroll report for one pay period must be in Excel format and include the following information:
  - Company name, date of payroll and source of payroll information
  - Employee name and/or employee identification number
  - Current hourly wage - do not include bonuses or other benefit values
  - Indicate if the employee is full time (40 hours per week, 52 weeks per year) or part time.
  - A sample Excel spreadsheet can be provided by IEDA staff

**A3 Affidavit** that states the Business has not, within the last five years, violated state or federal statutes, rules, and regulations, including environmental, worker safety regulations and antitrust laws, or, if such violations have occurred, that there were mitigating circumstances or such violations did not seriously affect public health or safety or the environment. A sample affidavit can be provided by IEDA staff.

**A4 Financial Information (Confidential, unless already publicly available) (Existing Businesses Only)**

- Profit and loss statements and balance sheets for past three year-ends;
- Current YTD profit and loss statement and balance sheet;
- Schedule of aged accounts receivable;
- Schedule of aged accounts payable; and
- Schedule of other debts.

**A5 Collateral documentation** (If requesting direct financial assistance only)

**A6 Brownfield or Grayfield site documentation** (if applicable)

**SECTION H**

**Certification & Release of Information**

1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director, or owner?  Yes  No
2. Has any current or prospective officer, principal, director, or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor?  Yes  No
3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals, or owners of the applicant entity?  Yes  No
4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director, or owner?  Yes  No
5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director, or owner?  Yes  No
6. *If yes to any of the above, please provide additional explanation:*

I hereby give permission to the Iowa Economic Development Authority (IEDA) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers, and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the Business' state income tax, sales and use tax, and state tax credits claimed.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22), unless specifically marked as confidential section.

I understand that IEDA reserves the right to negotiate the financial assistance.

I understand this application is subject to final approval by IEDA and the Project may not be initiated until final approval is secured. Furthermore, I am aware that funds will not be disbursed until a contract has been executed and the appropriate terms have been met.

I understand that upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, a recipient shall pay IEDA a one-time compliance cost fee in the amount of \$500. In addition, if tax benefits are greater than \$100,000, the Recipient shall remit to IEDA a compliance cost fee 0.5% of the value of the Tax Incentives claimed pursuant to the contract. The fee will be due and payable upon filing the Recipient's annual tax return for each tax year in which tax credits are claimed under the contract.

I hereby certify that all representations, warranties, or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

**For the Business:**

**For the Sponsor(s):**

  
 Signature \_\_\_\_\_ Date 3-30-20

Signature \_\_\_\_\_ Date \_\_\_\_\_

Benjamin Blake Good, Human Resource  
 Name and Title (typed or printed) Manager

Name and Title (typed or printed) \_\_\_\_\_

**IEDA will not provide assistance in situations where it is determined that any representation, warranty, or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has already been provided prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover incentives and assistance awarded to the Business.**

**COUNCIL ACTION FORM**

**SUBJECT: ACCESSION OF 2020 NEIGHBORHOOD ART SCULPTURES**

**BACKGROUND:**

On March 4, 2020, the Public Art Commission (PAC) approved a recommendation to pursue accession of four sculptures for the Neighborhood Art Program. The total acquisition cost of the four pieces is \$23,225. PAC has \$30,000 budgeted for the acquisition of sculptures through this program. **The works to be acquired and the proposed locations are detailed in PAC's report, which is attached.**

**ALTERNATIVES:**

1. Approve the accession of Neighborhood Art sculptures as recommended by PAC.
2. Do not approve the accession of Neighborhood Art sculptures.

**CITY MANAGER'S RECOMMENDED ACTION:**

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

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



**Ames Public Art Commission**  
**Request for Accession**



**Name:** Spikey Smooth  
**Artist:** Mike Sneller, Cedar Rapids, IA  
**Year acquired:** 2020  
**Material:** Stainless Steel  
**Acquisition Cost:** \$5,000

**Justification:** The Public Art Committee would like to purchase this piece from the 2019-2020 AAOSE show for placement at the intersection of South Dakota Ave and Cochrane Parkway (Nature’s Crossing entry)

**Recommendation:**

The Public Art Commission recommends acquisition of “Spikey Smooth” into the City of Ames art collection.

APPROVED for Accession: 4 March 2020 by the Public Art Commission

**Ames Public Art Commission**  
**Request for Accession**



**Name:** Dance #nowaste  
**Artist:** Gail Chavenelle, Dubuque IA  
**Year acquired:** 2020  
**Material:** Stainless Steel  
**Acquisition Cost:** \$7,225

**Justification:** The Public Art Committee would like to purchase this piece from the 2019-2020 AAOSE show for placement along South Duff with the final location worked out with VisionBank outside the DOT right-of-way.

**Recommendation:**

The Public Art Commission recommends acquisition of “Dance #nowaste” into the City of Ames art collection.

APPROVED for Accession: 4 March 2020 by the Public Art Commission

**Ames Public Art Commission**  
**Request for Accession**



**Name:** Loop  
**Artist:** Mike Sneller, Cedar Rapids, IA  
**Year acquired:** 2020  
**Material:** Stainless Steel  
**Acquisition Cost:** \$7,000

**Justification:** The Public Art Committee would like to purchase this piece from the 2019-2020 AAOSE show for placement at the Hunziker Youth Sports Complex

**Recommendation:**

The Public Art Commission recommends acquisition of “Loop” into the City of Ames art collection.

APPROVED for Accession: 4 March 2020 by the Public Art Commission

**Ames Public Art Commission**  
**Request for Accession**



**Name:** Monolith

**Artist:** Timothy Jorgenson, Windsor, WI

**Year acquired:** 2020

**Material:** Stainless Steel

**Acquisition Cost:** \$4,000

**Justification:** The Public Art Committee would like to purchase this piece from the 2019-2020 AAOSE show for placement in the roundabout at South University Boulevard and Cottonwood Rd.

**Recommendation:**

The Public Art Commission recommends acquisition of “Monolith” into the City of Ames art collection.

APPROVED for Accession: 4 March 2020 by the Public Art Commission

**COUNCIL ACTION FORM**

**SUBJECT:**           **2020/21 AMES ANNUAL OUTDOOR SCULPTURE EXHIBITION**

**BACKGROUND:**

The Public Art Commission, established in 1990, is committed to the creation of a visual and aesthetic environment that integrates art into the lives of Ames citizens. The Ames Annual Outdoor Sculpture Exhibition (AAOSE), the longest running program for the Public Arts Commission, will continue with its 25<sup>th</sup> annual downtown exhibition in 2020.

This year's entries were evaluated by a jury of Ames residents who previewed entry materials, met to discuss the entries, and then made their recommendations. The jurors selected nine sculptures to be displayed in the Main Street Cultural District over the upcoming year. Their recommendations were then reviewed by the City's Risk Manager to ensure these sculptures can be safely displayed.

Attached are photographs and descriptions of the sculptures recommended for the 2020-21 Ames Annual Outdoor Sculpture Exhibition. Installation of the exhibit will take place during early May after consultation with businesses and organizations near the likely sites and further risk analysis by City staff. Each artist will be paid a \$1,000 honorarium, and a Best-in-Show award will be made to a winner determined by the public at a fall, city-wide arts event.

Funding for the coming year's AAOSE exhibition was included in the City Council's 2019/20 Budget for the Public Art Commission.

**ALTERNATIVES:**

1. Approve agreements with artists for the exhibition of sculptures and honorarium payments.
2. Do not approve the agreements.

**CITY MANAGER'S RECOMMENDED ACTION:**

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

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

**Growing Wings**  
by Hilde Debruyne  
Metal, Paint  
7' x4'x4'  
400 lbs  
2017  
\$15,000



**The Bronsons**  
by Steve Reddell  
Metal  
52" x32" x84"  
300 lbs  
2017  
\$6,000



***Woman with Flowers***

by James Bearden  
Blackened Steel,  
Bronze, Copper  
87" x 22" x 23"  
150 lbs  
2018  
\$6,000



***Prairie Wind Tussocks***

by Tim Adams  
Stainless Steel, Lexan  
5' x 5' x 3'  
300 lbs  
2020  
\$4,000



***Point of Reference***  
by Timothy Jorgensen  
Stainless Steel,  
Etched Copper  
7'x2'x2'  
120 lbs  
2019  
\$5,000



**PlayThings**  
by Jacob McGinn  
Aluminum  
12'x5'x6'  
200 lbs.  
2015  
\$3,500





***Eggcited***  
by Kimber  
Fiebiger  
Bronze  
64"x52"x36"  
300 lbs  
2017  
\$21,000



***Transcendence***

By Hanna Seggerman

Mild Steel

42" x 67" x 72"

200 lbs

2017

\$5,000



***Innocence of Peace***

by Ron Dinsdale

Bedford Indiana

Limestone, Cold

Rolled Steel Base

9.5' x 3'

300 lbs

2011

\$12,000



ITEM #: 14  
DATE: 04-14-20

**COUNCIL ACTION FORM**

**SUBJECT: FY 2020/21 AIRPORT IMPROVEMENTS (ELECTRICAL VAULT) –  
ADDENDUM NO. 1 TO PROFESSIONAL SERVICES AGREEMENT**

**BACKGROUND:**

On February 11, 2020, the City Council approved a professional services agreement with Bolton & Menk, Inc. of Ames, Iowa, for the design and construction observation/inspection for relocation of the electrical vault at the Ames Airport from the old terminal building to a stand-alone, above ground, outside vault. This will upgrade to modern, efficient equipment and allow for easier maintenance. The vault design contract was in an amount not to exceed \$64,000. **The selection of Bolton & Menk as the airport consultant included utilizing their services for the next five-year Airport Improvement Program projects.**

Since February, the consultant, City Staff, and FAA staff have been working on the design of the electrical vault. **The FAA recently informed the City and the consultant of the availability of additional Federal Grant funding (90% Federal, 10% Local share).** This additional funding would allow the City of Ames to get an early start on the on the design of the planned replacement of runway and taxiway lighting (programmed in the 2020-2025 CIP). Most of the airfield lighting at the Airport was initially built in the late 1970s and early 1980s, and over the last two years have seen a significant decrease in reliability and increase in maintenance costs due to the age of the infrastructure.

In order to take advantage of this additional funding, Bolton & Menk would conduct additional design work (all eligible under the existing grant) and include the additional replacement of airfield lighting as a bid-alternate in the original electrical vault plans. The FAA's suggested target for additional funds is estimated to be around \$300,000. The plans are anticipated to City Council for approval at the April 28, 2020 meeting.

**The additional design and construction observation/inspection for the airfield lighting is part of Addendum No. 1 in the amount not to exceed \$46,200 (Federal share = \$41,580, Local share = \$4,620).** Local share for Airport projects comes from the Airport Construction Fund. The electrical vault project is budgeted for \$397,600, and with the additional \$346,200 in design and construction for the runway lighting, the estimated total budget would be \$743,800 (Federal share = \$699,420, Local share = \$74,380). **With the current balance of the Airport Construction Fund being \$131,823, there are sufficient funds to cover the required local share of \$74,380 for the vault relocation and the runway lighting project, as well.**

It should be noted that all professional services for FAA grants are required to use Federally audited hourly rates, including any overhead and direct expenses, to ensure Local jurisdictions are getting quality work at fair-market pricing.

**ALTERNATIVES:**

1. Approve Addendum No.1 to the Professional Service Agreement with Bolton & Menk, Inc. of Ames, Iowa. Thereby making the total contract in the amount not to exceed \$110,200.
2. Reject the addendum.

**CITY MANAGER'S RECOMMENDED ACTION:**

Securing additional grant funding for replacement of airfield lighting, will not only improve the safety and operations of the Airport, but is expected to significantly reduce the maintenance cost of some of the Airport's oldest infrastructure. Additional design work under this design contract is required to access the funding.

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



**BOLTON  
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive  
Ames, IA 50010-8783

Ph: (515) 233-6100  
Fax: (515) 233-4430  
Bolton-Menk.com

March 16, 2020

Damion Pregitzer  
City of Ames  
515 Clark Avenue  
Ames, IA 50010

RE: Addendum No. 1 to Work Order No. 1  
Taxiway A Lighting, Ames Municipal Airport  
BMI Project No. T51.120222

Dear Mr. Pregitzer,

Bolton & Menk, Inc., is pleased to present this proposal for professional engineering services for the proposed lighting improvements to the Taxiway A at the Ames Municipal Airport, Ames IA. This Addendum 1 to Work Order No. 1 will define our scope of work and provide you with an estimate of the cost for these services.

Project Information:

The project will include new LED taxiway lighting for Taxiway A. This work will be bid as part of the Electrical Vault improvements as Bid Alternates No. 1 and No. 2. FAA has indicated that they will likely have additional grant funds at 90% to cover these additional improvements, although the exact amount of available funds is unknown at this time. The bid will be set up to allow for adjustments in the quantity of work to match available funds at the time of the grant request.

Scope of Services:

This work will follow the scope of services described in Work Order No. 1 as well as the Master Agreement and are incorporated by reference herein.

Assumptions:

1. Lighting will be LED Medium Intensity Taxiway Lighting (MITL's), base-mounted, with all cable in conduit, for longevity and ease of maintenance year-round.
2. Lighted signage will be tied into appropriate lighting circuits, but no new signage will be considered nor added to the existing sign system at this time.
3. The portion of Taxiway A that will be included in this project will extend from Runway 13/31 to the south end of Runway 1/19. The north portion of Taxiway A north of Runway 13/31 will be re-lighted in a future project. For this project, tie-in to the existing system will be completed at the north end of each accepted bid alternate, and the existing system will be used beyond the tie-in point.
4. Based on accepted bid alternates, regulator sizing for the Taxiway A light system may be adjusted for appropriate sizing. For initial sizing of regulators, the Taxiway A system will be sized based on the inclusion of both bid alternates.



Fees:


TASK 1 – DESIGN AND BIDDING SERVICES	\$ 27,200.00 (Lump Sum)
TASK 2 – CONSTRUCTION ENGINEERING	\$ 19,000.00 (Hourly, Not-to-Exceed)
<b>TOTAL AUTHORIZED FEE</b>	<b>\$ 46,200.00</b>

Funding Layout:

Estimated Federal Share (90%)	\$ 41,580.00
Estimated Local Share (10%)	\$ 4,620.00

Bolton & Menk, Inc. puts a high priority on ensuring that our company’s efforts are consistent with our clients’ needs. Please review this document, the fee schedule and the attached terms and conditions. Contact me at (952) 890-0509 if you have any questions. If you find this proposal acceptable, please return me a signed and dated copy of this document.

Sincerely,  
BOLTON & MENK, INC.



Ron Roetzel, P.E.  
Aviation Group Manager

Enclosures:  
Fee Analysis

cc: Carl Byers, Project Manager

\*\*\*\*\*

I hereby accept the terms defined in this letter proposal and on the attached pages.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



ADDENDUM NO. 1 TO WORK ORDER NO. 1

PROJECT FEE ESTIMATE

CLIENT: Ames Municipal Airport									DATE:	3/16/2020
PROJECT: Taxiway A Lighting									PREPARED BY:	RR/CB
Task	Task Description	Estimated Person Hours Required							Totals	
		Sr. Eng.	Sr. Eng.	Design Eng.	Eng. Tech.	Surveyor	Planner	Admin.		
<b>1</b>	<b>Design &amp; Bid Administration</b>									
1.1	Project Scoping	4	4	0	0	0	1	0	9	
1.2	Project Meetings and Coordination	6	16	0	0	0	0	0	22	
1.3	Topographical Survey	0	0	0	0	0	0	0	0	
1.4	Aeronautical Survey	0	0	0	0	0	0	0	0	
1.5	Geotechnical Investigation	0	0	0	0	0	0	0	0	
1.6	Project Layout Sheet	0	0	6	0	0	0	0	6	
1.7	FAA Design Report and Form 5100	0	0	0	0	0	0	0	0	
1.8	Construction Safety and Phasing Plan Update (CSPP)	0	0	4	0	0	0	0	4	
1.9	Modification of Airport Design Standards	0	4	4	0	0	0	0	8	
1.10	Prepare 90% Plans, Specs., and Cost Est.	0	16	36	0	0	0	8	60	
1.11	Prepare Final Plans, Specs., and Cost Est.	0	12	16	0	0	0	0	28	
1.12	Prepare Construction Management Plan	0	0	0	0	0	0	0	0	
1.13	Prepare Disadvantaged Business Plan (DBE)	0	0	0	0	0	0	16	16	
1.14	Prepare Advertisement for Bids and Bid Docs	0	2	0	0	0	0	4	6	
1.15	Respond to Bidders Questions	0	8	0	0	0	0	0	8	
1.16	Prepare and Distribute Addendums	0	4	4	0	0	0	0	8	
1.17	Bid Opening	0	0	0	0	0	0	0	0	
1.18	Bid Review and Bid Tabulation	0	1	4	0	0	0	6	11	
1.19	Prepare Recommendation for Award	0	0	2	0	0	0	2	4	
1.20	Prepare Grant Application	0	2	0	0	0	0	8	10	
1.21	Environmental Review, CATEX	0	0	0	0	0	0	0	0	
	<b>Total Person Hours</b>	<b>10</b>	<b>69</b>	<b>76</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>44</b>	<b>200</b>	
	Total Direct Labor Cost	\$600.00	\$3,450.00	\$2,660.00	\$0.00	\$0.00	\$40.00	\$1,100.00	\$7,850.00	
	Overhead	\$1,204.68	\$6,926.91	\$5,340.75	\$0.00	\$0.00	\$80.31	\$2,208.58	\$15,761.23	
	<b>Subtotal Labor Cost</b>								<b>\$23,611.23</b>	
	Fixed Fee x Subtotal Labor Cost								\$3,541.68	
	<b>Total Task 1 (Fixed Lump Sum)</b>								<b>\$27,152.91</b>	
	<b>Direct Expenses</b>									
	<b>Total Expenses Task 1</b>								<b>\$0.00</b>	
	<b>Subtotal Task 1</b>								<b>\$27,152.91</b>	
									<b>ROUNDED TASK 1: \$27,200.00</b>	
<b>2</b>	<b>Construction Administration</b>									
2.1	Pre-Construction Meeting	4	4	0	0	0	0	0	8	
2.2	Initial Construction Layout	0	0	0	0	2	0	0	2	
2.3	Prepare Construction Management Plan (QAMP)	0	0	0	0	0	0	0	0	
2.4	Prepare Contract Manuals	0	0	4	0	0	0	4	8	
2.5	Construction Management Services	0	20	0	0	0	0	0	20	
2.6	Resident Project Representative Services									
	Number of Days	0	10	0	0	1	0	0		
	Hours Per Day	10	4		10	4	10	10		
	Total Hours	0	40	0	0	4	0	0	44	
2.7	Final Inspection and Documentation	0	4	8	0	0	0	0	12	
2.8	As-Built Plans	0	2	8	0	4	0	0	14	
2.9	Prepare Construction Management Report	0	0	0	0	0	0	0	0	
2.10	Update Airport Layout Plan	0	0	0	0	0	0	0	0	
2.11	Project Closeout	0	4	8	0	0	0	4	16	
	<b>Total Person Hours</b>	<b>4</b>	<b>74</b>	<b>28</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>8</b>	<b>124</b>	
	Total Direct Labor Cost	\$240.00	\$3,700.00	\$980.00	\$0.00	\$380.00	\$0.00	\$200.00	\$5,500.00	
	Overhead	\$481.87	\$7,428.86	\$1,967.64	\$0.00	\$762.96	\$0.00	\$401.56	\$11,042.90	
	<b>Subtotal Labor Cost</b>								<b>\$16,542.90</b>	
	Fixed Fee x Subtotal Labor Cost								\$2,481.44	
	<b>Total Task 2 (Cost Plus a Fixed Fee, NTE)</b>								<b>\$19,024.34</b>	
	<b>Direct Expenses</b>									
	<b>Total Expenses Task 2</b>								<b>\$0.00</b>	
	<b>Subtotal Task 2</b>								<b>\$19,024.34</b>	
									<b>ROUNDED TASK 2: \$19,000.00</b>	
									<b>TOTAL PROJECT FEE \$46,200.00</b>	

**COUNCIL ACTION FORM**

**SUBJECT: REQUEST TO MODIFY FY 2019/20 ASSET ALLOCATION TO THE SALVATION ARMY**

**BACKGROUND:**

The Salvation Army is requesting the City to modify its FY 2019/20 ASSET allocation by transferring \$270.10 from Bill Payer service to the Food Pantry service. Salvation Army discontinued the Bill Payer service as of March 1, 2020 due to the low utilization of the service. The increase in utilization of the Food Pantry since the early presence of the COVID-19 pandemic in Story County in mid-March have demonstrated the need for additional funding to meet the demands in the Food Pantry service area for the remainder of the fiscal year.

The revised allocations are as follows:

<b>Service</b>	<b>Original Allocation</b>	<b>Change</b>	<b>Revised Allocation</b>
Food Pantry	\$8,003.00	+\$270.10	\$8,273.10
Bill Payer	\$4,020.00	-\$270.10	\$3,749.90
TOTAL	\$12,023.00		\$12,023.00

**ALTERNATIVES:**

1. Approve the request to modify the City's FY 2019/20 ASSET allocation by transferring \$270.10 from the discontinued Bill Payer service to the Food Pantry.
2. Do not approve the request.

**CITY MANAGER'S RECOMMENDED ACTION:**

The Salvation Army discontinued the Bill Payer program effective March 1, 2020 and has a balance of \$270.10 in City funds to transfer to the Food Pantry which has become a higher need service area.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the request to modify the City's FY 2019/20 contract with Salvation Army to transfer \$270.10 from Bill Payer service to the Food Pantry.





To:  
Cc:  
Bcc:  
Subject: Fw: Bill Payer Program Discontinuation - Reallocation of funds

---

From: "Erin Thompson" <[storycountyasset@gmail.com](mailto:storycountyasset@gmail.com)>  
To: "Anneke Mundel" <[amundel@uwstory.org](mailto:amundel@uwstory.org)>, "Brian Phillips" <[bphillips@city.ames.ia.us](mailto:bphillips@city.ames.ia.us)>, <[dschildroth@cityofames.org](mailto:dschildroth@cityofames.org)>, "Erin Thompson" <[storycountyasset@gmail.com](mailto:storycountyasset@gmail.com)>, "Jean Kresse" <[jkresse@uwstory.org](mailto:jkresse@uwstory.org)>, "Karia Webb" <[kwebb@storycountyowa.gov](mailto:kwebb@storycountyowa.gov)>, "Keith Hobson" <[kih@foxeng.com](mailto:kih@foxeng.com)>, "Lisa McCoy" <[Lisa.mccoy@banksbt.com](mailto:Lisa.mccoy@banksbt.com)>, <[lucyd@iastate.edu](mailto:lucyd@iastate.edu)>, "Sandra King" <[sking@storycountyowa.gov](mailto:sking@storycountyowa.gov)>, "Tim Lubinus" <[tlubinus@gmail.com](mailto:tlubinus@gmail.com)>  
Date: 02/27/2020 12:06 AM  
Subject: FW: Bill Payer Program Discontinuation

Admin Team:

Please see Cari's email below regarding the bill payer program.

Erin

-----Original Message-----

From: Cari McPartland [<mailto:Cari.McPartland@USC.salvationarmy.org>]  
Sent: Tuesday, February 25, 2020 10:04 AM  
To: Erin Thompson ([storycountyasset@gmail.com](mailto:storycountyasset@gmail.com))  
Subject: Bill Payer Program Discontinuation

Good Morning,

I have been waiting on sending the email regarding the discontinuation of the Bill Payer Program until now as we had one person we were working with through February.

As of March 1, 2020, the Bill Payer Program will be discontinued. At our ASSET hearing, I asked that the remaining funds allocated by your agencies be redistributed to other programs we are providing for which you are funding.

Please consider this email my formal request to reallocate funds. If possible, directing those funds to Emergency Assistance for Basic Human Needs- Food Pantry, that would be appreciated.

Thank you and please let me know if you have any questions.

Cari

\*\*Please note my email change below\*\*

Cari McPartland, Service Center Administrator  
The Salvation Army  
703 East Lincoln Way  
P.O. Box 1681  
Ames, IA 50010  
515-233-3567  
Fax: 515-233-3713  
[Cari.McPartland@usc.salvationarmy.org](mailto:Cari.McPartland@usc.salvationarmy.org)

**COUNCIL ACTION FORM**

**SUBJECT: REQUEST TO MODIFY FY 2019/20 ASSET ALLOCATION TO THE EMERGENCY RESIDENCE PROJECT**

**BACKGROUND:**

The Emergency Residence Project (ERP) has exhausted the City's FY 2019/20 ASSET allocation for Emergency Shelter in the amount of \$76,909 as of February 2020. In light of the COVID-19 pandemic, ERP has temporarily closed its shelter and is serving a limited number of individuals in hotel rooms in order to appropriately provide social distancing. As a result, there are increased costs due to the utilization of hotel rooms while staff continues providing contact, delivering food, and discussing alternative housing plans with clients. There are available funds in the amount of \$6,569.31 within ERP's current allocation for Service Coordination that have been identified as being better utilized for Emergency Shelter services.

The revised allocations are as follows:

<b>Service</b>	<b>Original Allocation</b>	<b>Change</b>	<b>Revised Allocation</b>
Emergency Shelter	\$76,909	+\$6,569.31	\$83,478.31
Service Coordination	\$7,528	-\$6,569.31	\$958.69
<b>TOTAL</b>	<b>\$84,437</b>		<b>\$84,437</b>

**ALTERNATIVES:**

1. Approve the request to modify the City's FY 2019/20 ASSET allocation by transferring \$6,569.31 from Service Coordination to Emergency Shelter.
2. Do not approve the request.

**CITY MANAGER'S RECOMMENDED ACTION:**

ERP exhausted the City's allocation in the amount of \$76,909 for Emergency Shelter services in February 2020. ERP temporarily closed the shelter because of the COVID-19 pandemic and the need for better space to implement social distancing of clients. Clients are presently being served in hotel rooms and additional funds are needed to support the increased costs. Funds for Service Coordination in the amount of the \$6,569.31 are available to reallocate to Emergency Shelter services as a short-term

solution. ERP is developing a funding proposal for ASSET funders to consider that would help them with Emergency Shelter services through June 30, 2020.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the request to modify the City's FY 2019/20 contract with Emergency Residence Project to transfer \$6,569.31 from Service Coordination to Emergency Shelter.

**COUNCIL ACTION FORM**

**SUBJECT: REQUEST OF A TIMELINE EXTENSION FOR THE PREPARATION OF THE 2020-21 PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)/HOME PROGRAM ANNUAL ACTION PLAN.**

**BACKGROUND:**

At the February 25<sup>th</sup> City Council meeting, the City Council directed staff to proceed with preparing the Draft 2020-2021 CDBG/HOME Annual Action Plan and set May 12, 2020 as the date for the public hearing to submit the Action Plan to HUD on or by May 17, 2020.

**However, in order to address some more urgent CDBG project timeframes for the 2019-20 program year (i.e. 321 State Avenue Subdivision, and Shared Use Bike Path Projects) staff proposes to shift the drafting of the 2020-21 CDBG/HOME Action Plan to later in May/June. This will require continuing the public hearing date of May 12<sup>th</sup> to a date uncertain later this summer.**

Additionally, staff would like to be proactive and request an extension to submit the Annual Action Plan to HUD to the maximum allowable time of on or by August 16, 2020.

As a reminder, for the 2020-21 program year, HUD has notified the City that it will receive **\$602,642 in CDBG funds** (which is a \$21,435 increase from 2019) and **\$468,771 in HOME funds** (which is a \$13,197 decrease from 2019). The Plan will incorporate the following proposed Action Plan Projects and Budget:

**2020-21 Proposed CDBG/HOME Annual Action Plan  
Projects and Budget**

<b>Programs</b>	<b>Budget</b>
Public Infrastructure Program for a Share Use Bike Path/Acquisition (Franklin Park to State Avenue)	\$425,000
<b>Acquisition/Reuse Program for Affordable Housing</b>	<b>\$167,148</b>
Homebuyer Assistance Program	\$300,813
Public Infrastructure Improvements Program for State Avenue NRSA (including Engineering costs+ GO Bond)	\$739,153
<b>HOME Homeownership Construction Program for 321 State Avenue</b>	<b>\$1,252,115</b>
General Administration for CDBG & HOME	CDBG: \$120,528 HOME: \$170,074
<b>Total</b>	<b>\$3,174,831</b>
<b>PROPOSED 2020-21 Action Plan Revenue Budget:</b>	
<b>2020-21 CDBG Allocation</b>	<b>\$602,642</b>
2019-20 CDBG Program Rollover	\$600,000
2020-21 CDBG Anticipated Program Income	\$300,000
Non-CDBG Revenue-GO Bonds	\$250,000
<b>2020-21 HOME Allocation</b>	<b>\$468,771</b>
19-20 HOME Anticipated Program Rollover	\$953,418
<b>Grand Total CDBG &amp; HOME</b>	<b>\$3,174,831</b>

City Council should note that the anticipated revenue for the CDBG program rollover and the anticipated program income are estimates being projected by staff.

**ALTERNATIVES:**

1. The City Council can 1) approve the timeline extension for the preparation of the 2020-21 proposed Community Development Block Grant (CDBG)/HOME Program Annual Action Plan, thereby continuing the May 12, 2020 public hearing notice to a date uncertain and 2) direct staff to request an extension from HUD to submit the 2020-21 Action Plan to on or by August 16, 2020, as outlined above.
2. The City Council can 1) approve the timeline extension for the preparation of the 2020-21 proposed Community Development Block Grant (CDBG)/HOME Program Annual Action Plan, thereby continuing the May 12, 2020 public hearing notice to a date uncertain and 2) direct staff to request an extension from HUD to submit the 2020-21 Action Plan to on or by August 16, 2020, **with modifications.**
3. The City Council can refer this item back to staff with further direction.

**CITY MANAGER'S RECOMMENDED ACTION:**

**Adjusting the timeframe for completing the proposed 2020-21 CDBG/HOME Annual Action Plan will allow staff to complete necessary environmental review and administrative requirements to keep both the 321 State Avenue Housing Subdivision and the Shared Use Path project moving forward. The proposed delay will not affect implementation of these two priority projects for the upcoming year.**

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 1) approving the timeline extension for the preparation of the 2020-21 proposed Community Development Block Grant (CDBG)/HOME Program Annual Action Plan by continuing the May 12, 2020 public hearing notice to a date uncertain and 2) directing staff to request an extension from HUD to submit the 2020-21 Action Plan to on or by August 16, 2020, as outlined above.

ITEM #: 18  
DATE: 04-14-20

**COUNCIL ACTION FORM**

**REQUEST:** RESOLUTION SETTING APRIL 28, 2020 AS THE DATE OF PUBLIC HEARING TO PARTIALLY VACATE THE REMOTE PARKING EASEMENT FOR PROPERTY LOCATED AT 901 N. 4<sup>TH</sup> STREET

**BACKGROUND:**

Kori Heuss is requesting that the City Council vacate a remote parking easement on property located at 901 N. 4<sup>th</sup> Street, Lot No.1, Cooper's First Addition. *(See Attachment A: Location Map).* **This easement was granted by Kent and Joan Cooper to Donald Heuss on July 8, 1992 to provide not more than nine remote parking spaces for customers of the Heuss Printing office (903 N. 2<sup>nd</sup> Street). The location of the remote parking spaces was to be on land later described as Cooper's First Addition, including all five lots.** There are no defined parking spaces at 901 N. 4<sup>th</sup> Street for this easement, nor have any been constructed in any area of the easement as approved by City Council in 1992. *(See Attachment B: Remote Parking Easement, and Attachment C: Final Plat of Cooper's First Addition.)*

MetroNet, a telecommunications company, is proposing to construct a 70-foot tower and equipment shelter at 901 N. 4<sup>th</sup> Street. They are asking the current property owner (Heuss Property Management LLC) to have the remote parking easement removed by the City Council, prior to finalizing purchase of the property.

In an email (dated March 23, 2020) written to the Mayor and City Council, Kori Heuss states that the remote parking easement would prevent sale of the property to MetroNet from going through if the City Council does not remove the easement from the property at 901 N. 4<sup>th</sup> Street. Ms. Heuss asked that staff be directed by the City Council to investigate this issue, and that the City Council take action at their next meeting to allow MetroNet to move forward with purchase of the property and to proceed with their construction. *(See Attachment D: Email from Kori Heuss.)* On March 24, 2020, the City Council referred the request from Ms. Heuss to City staff for further analysis and a report back to City Council.

The property at 903 N. 2<sup>nd</sup> Street was occupied by Heuss Printing in 1988 and was later purchased by Donald Heuss in 1991. Heuss Printing was remodeled into offices in 1992, which brought about creation of the remote parking easement to provide parking for the new use. The property at 827 N. 2<sup>nd</sup> Street was purchased by Heuss in 1993, and is used as a warehouse to store paper, and other miscellaneous items as needed.

**If the City Council chooses to vacate the Remote Parking Easement on Lot 1, at 901 N. 4<sup>th</sup> Street, the remainder of the remote parking easement on Lots 2, 3, 4 and 5 would remain in place. If the need arises in the future to provide remote parking**

spaces for Heuss Printing, Lot No. 2 at 827 N. 2<sup>nd</sup> Street (a property now owned by Heuss) could accommodate the remote parking necessary to bring the Heuss Printing office into compliance with the current Code. Ms. Heuss has expressed to staff that there is more than enough parking in existence to accommodate the need for parking by customers and employees, and that the remote parking easement is no longer needed.

**ALTERNATIVES:**

1. The City Council can set April 28, 2020 as the date of Public Hearing to Partially Vacate the Remote Parking Easement for Property Located at 901 N. 4<sup>th</sup> Street (Lot No.1, Cooper's First Addition).
2. The City Council can choose not to set the date of Public Hearing to Partially Vacate the Remote Parking Easement for Property Located at 901 N. 4<sup>th</sup> Street (Lot No.1, Cooper's First Addition).
3. The City Council can defer action on this request and refer it back to City staff and/or the applicant for additional information.

**CITY MANAGER'S RECOMMENDED ACTION:**

The lot being purchased by MetroNet (901 N. 4<sup>th</sup> Street) has never been used to provide the nine remote parking spaces for Heuss Printing at 903 N. 2<sup>nd</sup> Street. If the need for remote parking arises, there is adequate space available to establish remote parking spaces across the street from Heuss Printing at 827 N. 2<sup>nd</sup> Street, on property that they currently own. **Partially vacating the easement would not affect the ability of property at 903 N. 2<sup>nd</sup> Street from complying with parking requirements with remote parking if it is needed.**

**Therefore, it is the recommendation of the City Manager that the City Council act in accordance with Alternative #1 and set April 28, 2020 as the date of Public Hearing to partially vacate the Remote Parking Easement at 901 N. 4<sup>th</sup> Street (Lot 1, Cooper's First Addition).**



## ADDENDUM

On March 24, 2020, the City Council approved a Major Site Development Plan (MSDP) for MetroNet to establish a basic utility use and construct a communications tower at 901 N. 4<sup>th</sup> Street (See Attachment A: Location & Zoning Map). The property is legally described as Lot #1 of Cooper’s First Subdivision and includes 7,868 square feet.

On March 25, 2020, the Zoning Board of Adjustment granted a Special Use Permit to MetroNet for a wireless communications facility at 901 N. 4<sup>th</sup> Street.

In an email (dated March 23, 2020) written to the Mayor and City Council, Kori Heuss requests that the City Council remove the remote parking easement established on the property at 901 N. 4<sup>th</sup> Street in 1992. (See Attachment D: Email from Kori Heuss.) MetroNet has a sale agreement with Heuss for purchase of the property; however, without removal of the easement on the property by the City Council, Ms. Heuss says the property sale will not go through. The email provides additional background information including properties owned by Heuss Property Management in the immediate vicinity, and numbers of parking spaces for each Heuss Printing facility. (See Attachment E: Heuss Properties.)

The table below lists the properties owned by Heuss Property Management LLC, and provides information on the type of use, number of existing parking spaces, the parking surface and location and the required parking by current standards in the *Municipal Code*.

<b>Existing Use and Parking for Heuss Properties (Per Current Zoning)</b>					
Address	Type of Use	Min. Parking to Meet Current Stds.	Existing Parking	Location of Parking	Parking Surface
901 N. 4 <sup>th</sup> St.	Future MetroNet Site	N/A	N/A	N/A	N/A
903 N. 2 <sup>nd</sup> St.	Office & Copy Center	23 spaces	10 spaces	Street R.O.W. N. 2 <sup>nd</sup> St. & N. Elm Ave.	Concrete
911 N. 2 <sup>nd</sup> St.	Printing & Publishing	13 spaces	16 spaces	On-Site Parking Lot	Gravel
827 N. 2 <sup>nd</sup> St.	Warehouse	2 spaces	6 spaces	*Inside the Warehouse	Concrete in Building/Gravel on the Lot
908 N. 4 <sup>th</sup> St.	Leased to Photo Studio	N/A	N/A	N/A	N/A

**\*There is adequate space to provide additional parking at 827 N. 2<sup>nd</sup> Street that could be used as remote parking for the Heuss Printing office at 903 N. 2<sup>nd</sup> Avenue, if the gravel surface was paved.**

Attachment A: Location Map



**LOCATION MAP:**  
901 North 4th Street (MetroNet)  
Proposed remote parking easement vacation



1 inch = 100 feet  
Date: 4/8/2020

Attachment B: Remote Parking Easement

INSTR. NO. \_\_\_\_\_  
STORY COUNTY, IOWA  
FILED FOR RECORD

11:55  
JUL 10 1992

*Susan L. Vande Kamp*  
SUSAN L. VANDE KAMP, Recorder

Recording Fee \$ 10.00

Auditor's Fee \$ \_\_\_\_\_

HEUSS PRINTING  
REMOTE PARKING EASEMENT

✓ TSM  
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The undersigned Grantors, Kent Cooper and Joan Cooper, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, their successors and assigns, in consideration of the sum of One Dollar and other good and valuable consideration in hand paid, do hereby grant and convey to Donald Heuss, his successors and assigns, and to the City of Ames, Grantees, the right, title and easement to park or direct and permit the parking of not more than 9 motor vehicles of the business invitees for the Heuss Printing business premises at 903 South 2nd Street, Ames, Iowa, on the land located at the corner of South Fourth and Elm Streets in Ames, Story County, to wit:

Lots 1 and 2 in Block 1, College Park Addition: That part of Outlot B in College Park Addition that lies west of the westerly right-of-way of Grand Avenue (U.S. Highway #69); Part of Outlot C in College Park Addition; That part of vacated Fourth Street lying adjacent to the above described parcels; That part of the former right-of-way of the Fort Dodge, Des Moines and Southern Railway Company; And That part of the former right-of-way of the Chicago and Northwestern Transportation Company right-of-way, all in the City of Ames, Iowa, and all being more particularly described by metes and bounds as follows: Commencing at the Southeast corner of Section 3, Township 83 North, Range 24 West of the 5th P.M., in the City of Ames, Story County, Iowa; thence N01°-08'08"W, 459.86 feet along the east line of the Southeast Quarter of said Section 3; thence S89°-15'41"W, 115.14 feet to the westerly right-of-way of Grand Avenue and the point of beginning; thence N02°-13'34"E, 89.70 feet along said westerly right-of-way to a point that is 50.0 feet southerly, measured at a right angle, from the centerline of the south track of said Chicago and Northwestern Transportation Company; thence Northwesterly, 202.86 feet along a curved line that is 50.0 feet Southerly from and parallel with the centerline of said south track, said curved line having a radius of 3050.0 feet concave northeasterly, and having a long chord bearing of N75°-16'14"W; thence Northwesterly, 276.78 feet along a curved line that is 50.0 feet Southerly from and parallel with the centerline of said south track, said curved line having a radius of 6825.0 feet, concave northeasterly, and having a long chord bearing of N72°-12'12"W, to the intersection of said curved line with the extension of the westerly line of Elm Avenue; thence S00°-46'19"E, 76.94 feet along said line to the northerly line of Fourth Street; thence S67°-19'35"E, 71.94 feet along said northerly line to the easterly line of Elm Avenue; thence S00°46'19"E, 126.12 feet to the northerly line of Second Street; thence N89°-15'41"E, 387.11 feet along said northerly line to the point of beginning, containing 62,063 S.F. (1.424 acres) and subject to existing easements. (See attached plat.)

STATE OF IOWA }  
Story County } ss

Entered for taxation this 10<sup>th</sup> day of July, A.D. 1992

*Judy R. ...*  
County Auditor

BOOK 378 PAGE 232

Attachment B: Remote Parking Easement

The 9 parking spaces provided for hereunder shall at all times be clearly marked as such by the Grantor and the Grantor shall maintain the said spaces and access routes to and from the spaces in a passable and usable condition, clear of snow accumulations, ponded water, brush, weeds, or other conditions that could impede or discourage use of the spaces.

The forgoing shall be a covenant running with the land. If said rights and obligations are defeated, annulled or undone through forfeiture, default or breach of land purchase contract, mortgage foreclosure, bankruptcy, or other event or process, Grantors shall be bound hereby to Grantees to acquire and provide replacement parking rights under the same terms at a site within 300 feet of the building or buildings on the business premises at 903 South 2nd Street, Ames, Iowa; and, the Grantor shall compensate Grantee for any loss of business income that results if the premises at 903 South 2nd Street are required to close due to insufficient off-street parking under the ordinances of the City of Ames.

The foregoing shall not be released, abandoned, or conveyed except by resolution of the Ames City Council.

GRANTORS

By: *Kent Cooper*  
Kent Cooper

By: *Joan Cooper*  
Joan Cooper

STATE OF IOWA, STORY COUNTY ss:

On this 8th day of July, 1992, before me, a Notary Public in and for Story County, personally appeared Kent Cooper, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



*Jill A. Haight*  
Notary Public in and for  
Story County, Iowa

STATE OF IOWA, STORY COUNTY ss:

On this 8th day of July, 1992, before me, a Notary Public in and for Story County, personally appeared Joan Cooper, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

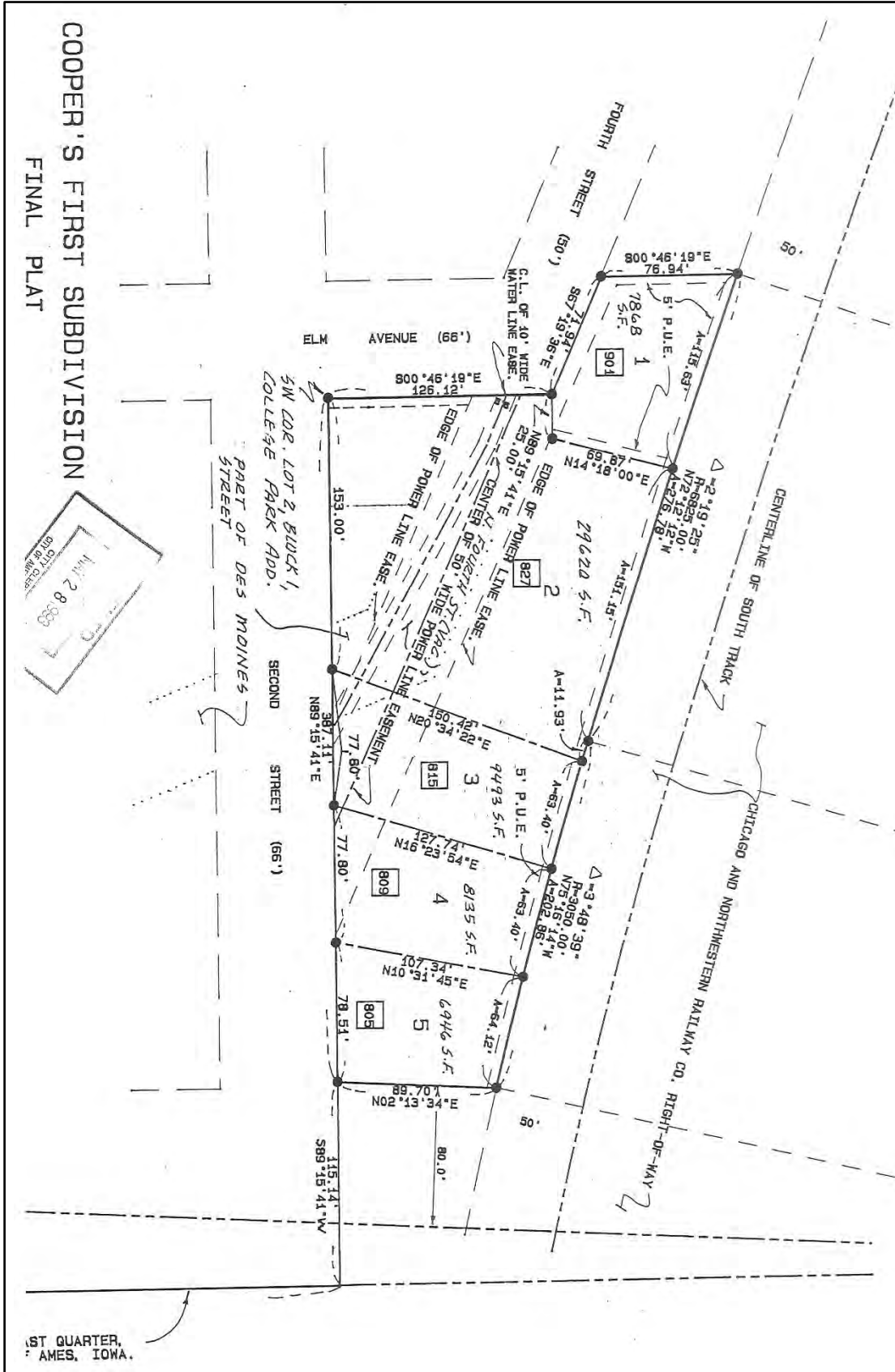


*Jill A. Haight*  
Notary Public in and for  
Story County, Iowa

Parking/Heuss.514

BOOK 328 PAGE 233

Attachment C: Final Plat of Cooper's First Addition  
 (Remote Parking Easement Includes All Five Lots)



## Attachment D: Email from Kori Heuss

**From:** "Kori Heuss" <kori@heuss.com>  
**To:** "randerson@city.ames.ia.us" <randerson@city.ames.ia.us>, "gbetcher@cityofames.org" <gbetcher@cityofames.org>, "dmartin@cityofames.org" <dmartin@cityofames.org>, "tgartin@cityofames.org" <tgartin@cityofames.org>, "rjunck@cityofames.org" <rjunck@cityofames.org>, "bbeatty-hansen@cityofames.org" <bbeatty-hansen@cityofames.org>, "acorrieri@cityofames.org" <acorrieri@cityofames.org>, "dleeson@cityofames.org" <dleeson@cityofames.org>  
**Cc:** "connie.shidler@metronetinc.com" <connie.shidler@metronetinc.com>, "Don Heuss" <dh@heuss.com>, "Michael Purcell" <mpurcell@friedrich-realty.com>

---

**Date:** Monday, March 23, 2020 11:11AM  
**Subject:** Metronet Council Agenda Item From Heuss Printing

History:       ✦ This message has been forwarded.

---

Hello all,

I have an item for Tuesday night during the public forum as it just came to our attention and is not on the agenda. To keep my comments succinct and not take up your time, I wanted to send the information ahead of time. I will try to avoid repeating the information on Tuesday and just be present for any questions.

Heuss Property Management, LLC. has a sale agreement with Metronet for 901 North 4<sup>th</sup> Street. The City of Ames placed a parking easement on that parcel in 1993. That easement would prevent the sale from going through. I am asking for the city council to refer this issue to staff to allow the removal of the easement on that parcel.

I have been told that when this area was a business park (there used to be a business park sign listing area businesses on this block) that the easement allowed enough parking to be located in the area.

I think it would be useful for you to understand the area if you have not spent your free time studying parking around our buildings. Heuss Property Management owns the following properties:

827 North Second Street  
911 North Second Street  
903 North Second Street  
901 North Fourth Street  
908 North Fourth Street

Heuss Printing operates in 903 North Second Street, 911 North Second Street, and 827 North Second Street. Craig Carol Photography rents 908 North Fourth. 901 North Fourth Street is currently in a sale agreement with Metronet. Heuss Printing does not use 901 North Fourth Street in any fashion.

As it appears that this was a parking easement and we are asking to remove that easement on parcel 901 North Fourth Street, I think it would help to know about traffic in the area and available parking. Heuss Printing operates with 18 Full Time Employees. The building the customers walk into is 903 North Second Street. There are 8 parking spaces at that building. They are never full. 911 North Second Street has 20 parking spaces. 827 North Second Street has a large lot and I am not sure the number of spaces. It would hold at least 20 cars. 7 employees work in 903 North Second Street and park across the street at 827 North Second Street or in 4 spaces along the East side of the building. The 4 spaces on the south of the building are always reserved for customers. Those spaces are often used for drive

## Attachment D: Email from Kori Heuss

up copy center work. As we offer free delivery and have sales people on the road, most meetings occur outside of the office and most work is delivered at no charge to customers. 911 North Second Street is the production facility and has 6 employees. They park in the 911 North Second Street lot which has 20 parking spaces.

I know this is a lot of parking talk. I can clarify any questions for you at the meeting. Again, my request is to remove the easement at 901 North 4<sup>th</sup> Street to allow Metronet to purchase that property and proceed with their construction. I believe to start the process that the City Council must direct staff to look at this issue. As City Council meetings are every two weeks, I would like to address this as quickly as possible to allow Metronet to move forward.

My Regards,

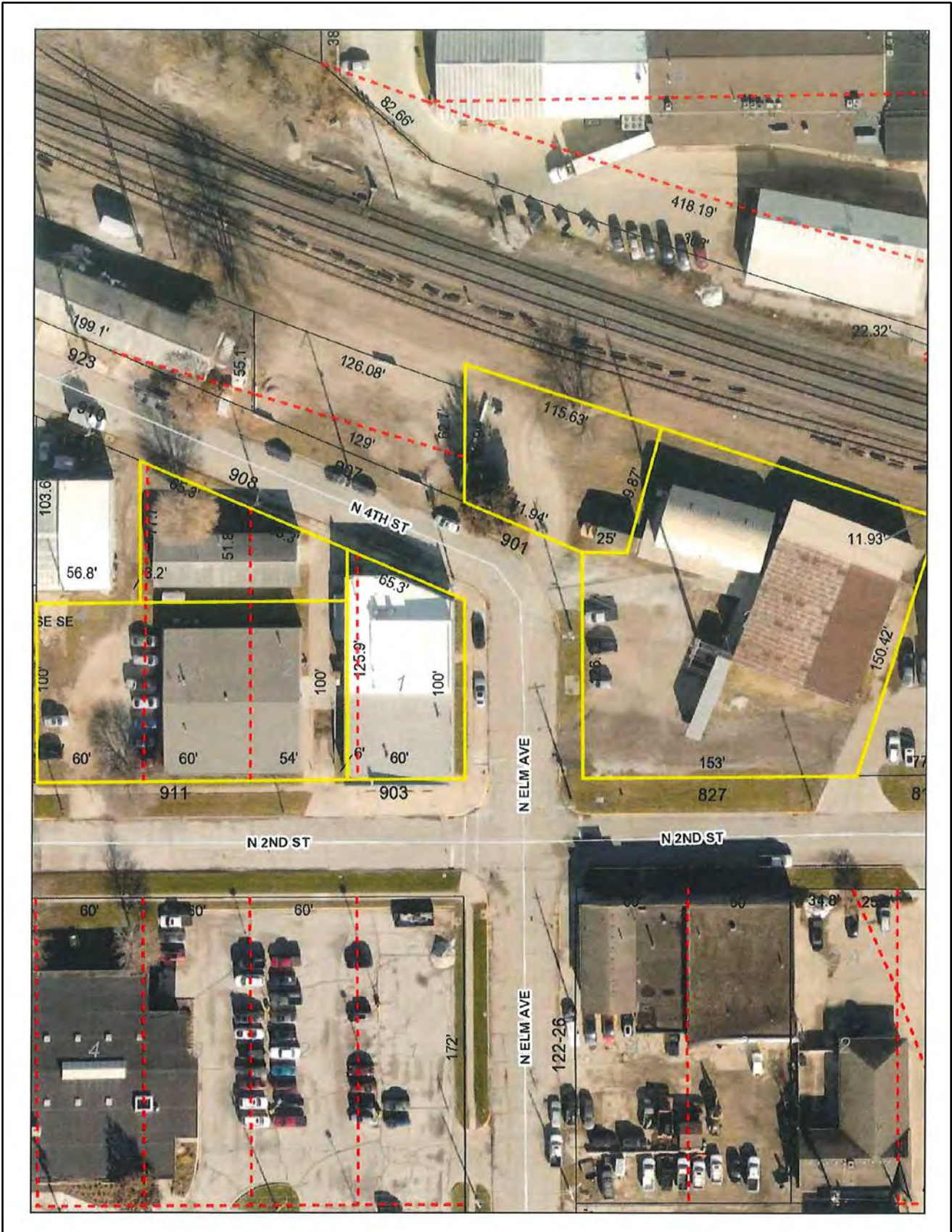


President & Owner | 903 North Second Street | Ames, Iowa 50010  
O:515.232.6710 | M:515.290.3260 | [www.heuss.com](http://www.heuss.com)

Attachments:

image002.jpg

Attachment E: Heuss Properties  
(827, 903 & 911 N. 2<sup>nd</sup> St. - 901 & 908 N. 4<sup>th</sup> St.)





ITEM#: 19  
DATE: 04-14-20

**COUNCIL ACTION FORM**

**SUBJECT: SOUTH GRAND AVENUE EXTENSION – CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES**

**BACKGROUND:**

On February 25<sup>th</sup>, 2020, City Council awarded the South Grand Avenue Extension construction contract to Peterson Contractors Inc. (PCI), of Reinbeck, Iowa in the amount of \$9,368,716.27.

Typically, Public Works Engineering construction inspection staff are responsible for project administration and field observation for compliance with the plans and specifications, which would require multiple full-time City inspectors and a Civil Engineer to be designated for this one project. **In consideration of the staff workload in the current construction season, and the complexity of this project, proposals were solicited for contract construction inspection and administration.**

Proposals for this work were solicited and responses were received from three engineering firms. The proposals were evaluated according to the following criteria: Project Understanding/responsiveness, Approach to Customer Service, Key Personnel, Relevant Experience, Ability to Perform Work, and References. Listed below is the ranking information based on this evaluation:

Firm	Qualifications Based Score	Qualifications Based Rank	Fee	Final Rank
WHKS	91	1	\$ 1,111,900	3
HR Green	86.5	2	\$ 457,250	1
JEO	83.8	3	\$ 485,000	2

**After weighing the capabilities and estimated fees for these three firms, staff has negotiated a contract with HR Green from Johnston, Iowa.** HR Green scored first when considering both qualifications and proposed fees. It is important to note that HR Green was the firm that completed the original preliminary planning study for this project, therefore, **HR Green has previous knowledge and insight of this project.** The firm has also performed construction inspection and administration on multiple, similar type projects as well as Federal-funded projects for several other communities. Staff is confident that quality services will be delivered at the best value.

A summary of revenues and projected expenses is shown below. The fee for HR Green is included with the amount shown in the “Engineering” line item.

<b>Activity</b>	<b>Expenses</b>	<b>Revenue</b>
<b>Engineering (overall total)</b>	<b>\$2,500,000.00</b>	
South 5 <sup>th</sup> Street Project (Awarded)	\$3,159,304.15	
S 16 <sup>th</sup> St/S Duff project (Estimated)	\$2,000,000.00	
<b>Construction (This project)</b>	<b>\$9,368,716.27</b>	
GO Bonds		\$11,580,000
MPO/STP Funds (\$4,300,000 in CIP)		\$5,500,000
Federal/State Grants (\$4,273,000 in CIP)		\$2,791,485
<b>TOTAL</b>	<b>\$17,028,020.42</b>	<b>\$19,871,485</b>

**ALTERNATIVES:**

1. Approve an agreement with HR Green of Johnson, Iowa, for construction administration and inspection for the South Grand Avenue Extension in the amount not to exceed \$457,250.
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, HR Green will provide the best value to the City for construction administration and inspection, documentation, and closeout of this project. HR Green completed the preliminary planning study for this project and has successfully performed similar work.

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

**COUNCIL ACTION FORM**

**SUBJECT: 2019/20 MULTI-MODAL ROADWAY IMPROVEMENTS (30<sup>TH</sup> STREET & DUFF AVENUE RESTRIPIING)**

**BACKGROUND:**

Multi-modal transportation refers to the various modes used by Ames residents to travel throughout the community. This program is aimed at improving the roadway to create a safer interaction between modes through enhancing crossing visibility at intersections, bike detection, and on-street facilities (e.g. bike lanes, sharrows).

**This project will restripe 30<sup>th</sup> Street and Duff Avenue from Hoover Avenue to 16<sup>th</sup> Street to include bike lanes**, as identified in the Long Range Transportation Plan (LRTP). Additionally, using funds from this program, a new detection system will be purchased separately and installed by City staff at Grand Avenue & Duff Avenue to detect bicycles.

City staff has developed plans and specifications with an estimated budget as shown below:

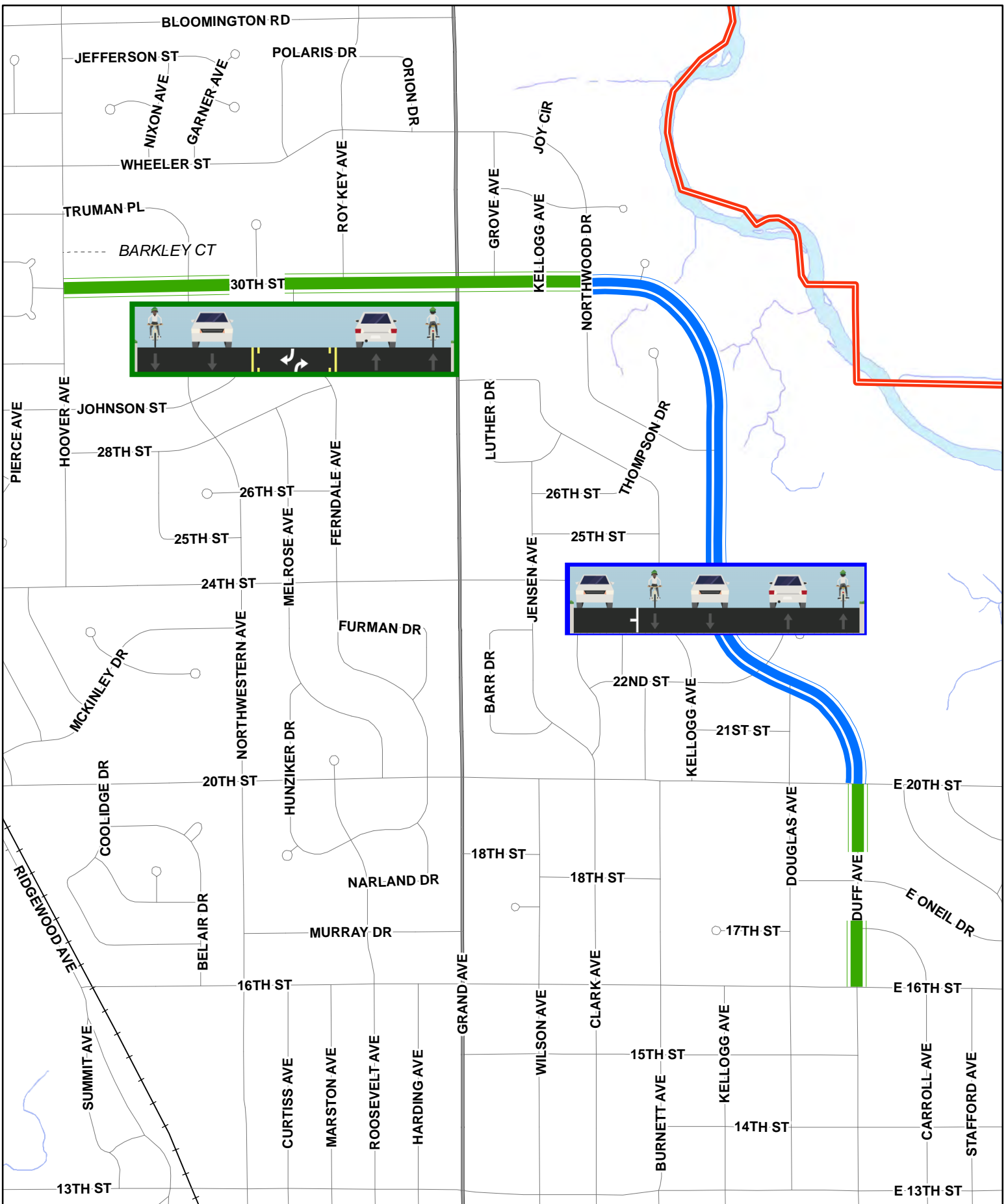
<b>Revenues</b>		<b>Expenses</b>	
Road Use Tax	\$350,000	Engineering & Admin.	\$30,000
		<b>Construction (this project)</b>	<b>\$299,637</b>
		Detection System	\$18,455
<b>Total</b>	<b>\$350,000</b>	<b>Total</b>	<b>\$348,092</b>

**ALTERNATIVES:**

1. Approve the plans and specifications for the 2019/20 Multi-modal Roadway Improvements (30<sup>th</sup> Street & Duff Avenue Restriping) project and establish May 6, 2020, as the date of letting with May 12, 2020, as the date for report of bids.
2. Do not approve this project.

**MANAGER’S RECOMMENDED ACTION:**

By approving these plans and specifications, it will be possible to implement a multi-modal roadway for residents using this corridor. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.



2019/20 Multi-Modal Roadway Improvements



3 Vehicle Lanes w. 2 Bike Lanes



2 Vehicle Lanes w. 2 Bike Lanes & 1 Parking Lane

1 inch = 833 feet

Date: 4/8/2020



**COUNCIL ACTION FORM**

**SUBJECT: SIGNALIZED INTERSECTION TRAFFIC CAMERA SYSTEM PURCHASE**

**BACKGROUND:**

As traffic signal technology continues to evolve, City staff periodically review new products for implementation. One component that has seen significant advances is traffic signal detection equipment.

**Staff sought product samples of four different camera detection systems to evaluate.** The camera system gathers and interprets traffic movement and provides real time analytics, which includes bicycle detection using a camera system providing view of the entire intersection. **Staff has selected GRIDSMART camera system as its preferred vendor and device.**

The GRIDSMART system has a variety of strengths that provide a single 360-degree camera on multiple approaches and real time data on the vehicles such as volume, turning movements, traffic counts, and length-based classifications which give us an advantage over traditional cameras. In addition, GRIDSMART uses a tracking technology that starts tracking vehicles 350 feet from the camera in each direction. The system is simple to install, which includes free software with multiple users able to access at one time.

**GRIDSMART operates through local dealers based on territory. As a result, General Traffic Controls of Spencer, Iowa is a sole source vendor for the product.** The total system price per standard intersection is \$18,455. The proposal includes equipment, system setup, configuration, testing, and training. It also includes a 3-year warranty for cameras.

In FY 2019/20, there are seven cameras needed for FY 2020/21 for intersection improvements and one camera to be placed traffic operations inventory. Also in FY 2020/21 an additional seven units are planned for five intersection improvements. Proposed costs for the GRIDSMART system are as follows:

<b>FY 2019/20</b>		
<b>CIP Program/Budget</b>	<b>Location</b>	<b>Cost</b>
Collector Street Pavement Improv.	Bloomington & Grand	\$18,455
Multi-Modal Roadway Improvements	30 <sup>th</sup> & Grand	\$18,455
MOU with ISU (per CC 10/10/19)	State & Mortensen	\$18,455
Regional Count Program	Mobile Data Collection Trailer	\$18,455
Traffic Signal Program	S Grand & DOT/HyVee Entrance	\$18,455
Traffic Signal Program	Lincoln Way & Beach	\$18,455
Multi-Modal Roadway Improvements	13 <sup>th</sup> & Clark	\$18,455
Traffic Operating Budget	Traffic Inventory	\$18,455
<b>FY 2019/20 Total</b>		<b>\$147,640</b>

FY 2020/21		
CIP Program/Budget	Location	Cost
Traffic Signal Program	S Duff & S 5 <sup>th</sup>	\$18,455
U.S. Highway 69 Improvements	S Duff & Hwy 30 EB Off Ramp	\$18,455
Grand Avenue Extension	S 16 <sup>th</sup> & S Grand & S Duff (2 units)	\$36,910
South Dayton Improvements	S Dayton & Hwy 30 (2 units)	\$36,910
Arterial Street Pavement Improv.	13 <sup>th</sup> & Duff	\$18,455
	<b>FY 2020/21 Total</b>	<b>\$124,185</b>

**City policies require that a sole source purchase in this amount be approved by the City Council.** Each camera system will be charged to appropriate CIP project. Funding for the FY 2019/20 and FY 2020/21 purchases has been approved in the budget through the respective projects/programs.

**ALTERNATIVES:**

1. Approve the purchase of GRIDSMART traffic intersection camera systems from General Traffic Controls, Spencer, IA in an amount not to exceed \$271,825 as a sole source purchase.

**Camera detection systems will not be purchased until the respective intersection improvement project has been bid and approved by the City Council.**

2. Do not approve the purchase of traffic camera systems.

**MANAGER'S RECOMMENDED ACTION:**

Staff has reviewed available options, selected the system best suited to our traffic signal network needs, and negotiated the best price. **Funding for these units have already been approved through the annual budget process.**

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

**COUNCIL ACTION FORM**

**SUBJECT: AWARD OF CONTRACT FOR DOG KENNELS AT ANIMAL SHELTER**

**BACKGROUND:**

The State of Iowa recently changed the laws and regulations that govern animal shelters. On January 23, 2020, the Iowa Department of Agriculture conducted a site visit at the Ames Animal Shelter and determined that several changes were necessary for the Shelter to remain compliant with those new regulations. The changes fall into two main categories. They are:

1. The Shelter must arrange for **isolation space** for animals when medically necessary. Because there is such limited space in the existing facility, the Shelter has purchased a used office trailer that has been set up adjacent to the current building (photos are attached to this report). The trailer will house cats. Improvements necessary to make the trailer appropriate work and animal housing space are underway (HVAC improvements, stairs and access ramp, painting, shelves, new vinyl floor, and a variety of new cleaning and office supplies). It also includes a new storage container and fold-away cages for animals in isolation. The estimated cost for this portion of the project is \$30,000. **Animal Shelter and Police Department funds will be reallocated to cover the unbudgeted cost costs for this portion of the project.**
2. The new requirements also provide that **14 dog kennels need to be replaced.** Original to the building, the current kennels are now over 25 years old and no longer meet the requirements for animal health and safety. The existing kennels are made from chain link, which does not meet minimum standards. Additionally, the floors of the existing kennels are connected under the fencing, which does not provide for the required isolation.

In February 2020, an Invitation to Bid was issued for the purchase and installation of 14 replacement dog kennels. Bids were requested for galvanized steel and stainless-steel options, both of which meet the new requirements. On March 12, 2020, two bids were received. The bid tabulation is as follows:

<b>Bidder</b>	<b>Stainless Steel</b>	<b>Galvanized</b>
Shor-Line, Kansas City, Kansas	\$60,116.00	\$43,959.80
Midmark Corporation, Leesburg, OH	\$67,185.17	No bid

Staff reviewed the bids and determined that the stronger and longer lasting stainless steel product was the better long-term investment. These kennels are designed so they could be removed and reinstalled should there be changes in the layout of the Shelter in future years. The low bid for the stainless-steel kennel from Shor-Line, Kansas City, Kansas, was

not only the lowest cost, but also the preferred product.

The Animal Shelter regularly receives donations generally designed to support and enhance the living condition of the animals housed at the Shelter. In the past few years donations funds have been regularly used to fund specialized or extraordinary medical and dietary needs of animals. The replacement of the dog kennels will provide an improved living condition for the dogs that spend time at the Shelter. **The donations account currently has a balance of approximately \$250,000 and, therefore, the \$60,116 needed to purchase the new kennels will come from this account.**

**ALTERNATIVES:**

1. Award the contract for the purchase and installation of stainless-steel dog kennels at the Animal Shelter to Shor-Line, Kansas City, Kansas, in the amount of \$60,116.
2. Award the contract to another company
3. Reject all bids and rebid the dog kennels

**CITY MANAGER'S RECOMMENDED ACTION:**

Under the new state regulations, the replacement of the dog kennels is required for the continued operation of the Animal Shelter. This competitively bid process will provide a quality product and installation at the best price.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby awarding the contract to Shor-Line, Kansas City, Kansas, in the amount of \$60,116.



Cat Isolation Trailer Being Delivered



Cat Isolation Trailer Interior



**COUNCIL ACTION FORM**

**SUBJECT: AWARD OF CONTRACT FOR UTILITY LOCATING SERVICES**

**BACKGROUND:**

MetroNet is an internet provider that intends to construct its network throughout the City in the next seven months. The planned pace of MetroNet's buildout exceeds the City's ability to conduct timely completion of underground utility locates. Earlier this year, MetroNet and the City approved an agreement through which the City would hire a private utility locating firm to perform its locates, and MetroNet would reimburse the costs for these services.

This bid is to perform utility locating services for the Electric and Public Works Departments for the MetroNet project. On January 6, 2020, bid documents were issued to nine companies. The bid was advertised on the Current Bid Opportunities section of the Purchasing webpage and was also sent to three plan rooms. On January 21, 2020, no bids were received.

After discussions with MetroNet, staff contacted five of firms that have a local presence or showed an interest in the project to discuss what the barriers were to provide a response. After feedback from the companies there were two main reason for not submitting a bid. The companies lacked the availability of their crews in an expected busy spring season and some of the companies would have provided their pricing a cost per linear foot instead of the hourly rate we had requested. After providing further information to the companies, staff requested each to provide a proposal to include their pricing structure and their availability. Three responses were received:

<b>Company</b>	<b>Proposal</b>
HBK Engineering, Iowa City, IA	\$75/hr
Mason Private Locating LLC, Brownsburg, IN	\$160/hr
Ground Penetrating Radar System, LLC, Toledo, OH	\$150/Wand Locate, up to 500 ft \$275/GPR Locate, up to 500 ft

**Staff reviewed the proposals submitted and concluded the HBK Engineering proposal is acceptable. HBK will perform utility locating services based on an hourly rate.**

**The cost of the utility locating services will be reimbursed by MetroNet. Due to COVID-19 travel restrictions, HBK will not be able to immediately bring staff into the Ames area to start the project. MetroNet has agreed to pay the City overtime costs for the use of City locators until HBK can begin the project.**

**ALTERNATIVES:**

1. Award a contract to HBK Engineering, Iowa City, IA for utility locating services in the amount not to exceed of \$161,500. The costs for this service will be reimbursed by MetroNet, per the agreement with the City.
- 2 Award a contract to one of the other two companies that submitted a proposal.
2. Reject all proposals and perform the services by City staff.

**CITY MANAGER'S RECOMMENDED ACTION:**

The contract for utility locating services is to help supplement City services and provide prompt services to the MetroNet project without delaying services to other customers.

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

ITEM: 24

DATE: 4-14-20

**COUNCIL ACTION FORM**

**SUBJECT: AWARD OF CONTRACT FOR THE AMES/ISU ICE ARENA PARKING LOT RENOVATION PROJECT**

**BACKGROUND:**

The Ames/ISU Ice Arena opened in 2001 and is a popular venue that hosts multiple events and activities throughout the year. Staff consistently receives compliments regarding the cleanliness and upkeep of the Arena. The parking lot is another important part of the facility that needs to be well kept and safe for patrons. Over the last 19 years, the high amount of vehicle traffic has impacted the condition of the lot, and it needs repair.

Parks and Recreation staff worked with Public Works staff in developing the specifications for the repair project. It includes subbase repair as needed, curb repair as needed, removal of the top two inches of asphalt, and installation of two inches of new asphalt. Repairing a small section of the entry drive is also included in the project. It is anticipated this project will be completed in May 2020.

Bids were solicited to provide all labor, equipment, materials, and other components necessary to complete the Ames/ISU Ice Arena Parking Lot Renovation in accordance with Plans and Specifications. One bid was received and is as follows:

<b>Bidder:</b>	<b>Bid Amount:</b>
Manatts, Inc.	\$65,878

City Council approved \$10,000 in FY 2019/20 for design and \$75,000 in FY 2020/21 for construction for a total of \$85,000 for this project. Since Public Works staff developed the specifications, no funds were expended for design which leaves \$85,000 available for construction. As a reminder, Ice Arena capital projects are funded through the Ice Arena Capital Replacement Fund which was projected to have a balance as of June 30, 2021 of \$78,173. With the savings from this project, the balance as of June 30, 2021 will now be \$97,295.

**ALTERNATIVES:**

1. Award the Ames/ISU Ice Arena Parking Lot Renovations Project to Manatts Inc., Ames, IA in the amount of \$65,878.
2. Accept the report of bids but do not award a contract at this time.
3. Reject all bids.

**MANAGER'S RECOMMENDED ACTION:**

The Ames/ISU Ice Arena will be 20 years old in 2021 and is jointly owned by the City of Ames and ISU, located on ISU property, and managed by the City. Funding for capital projects for the building and grounds comes from the Ice Arena Capital Replacement Fund. The City and ISU each contribute \$20,000 to this fund each year and the balance is carried forward each year.

With the Arena nearing 20 years old, there are more items needing repair and/or replacement including the parking lot. To continue to provide an excellent facility, inside and out, the parking lot is at the point of needing renovation. By completing this project, the parking lot will be in good shape for many more years to come.

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



# MEMO

**To:** Mayor and Members of the City Council

**From:** City Clerk's Office

**Date:** April 14, 2020

**Subject:** Contract and Bond Approval

There is/are no Council Action Form(s) for Item No(s). 25, 26, 27b, 28, and 29. Council approval of the contract and bond for this/these project(s) is simply fulfilling a *State Code* requirement.

/alc

**COUNCIL ACTION FORM**

**SUBJECT:** 111 LYNN AVENUE (UNIVERSITY APARTMENTS) – ELECTRIC FACILITIES AGREEMENT WITH UT LYNN AVE LLC (OWNER OF THE UNIVERSITY APARTMENTS)

**BACKGROUND:**

The University Apartments building, 111 Lynn Avenue, was built in the 1960s. The standard practice at the time was to install three oil-filled overhead-style transformers in a vault room in the basement to provide electric service to the building. The Electric Services Department would like to remove the transformers from the building and replace them with a padmounted transformer located outside the building. New buried electric service cables would also be installed to connect to the existing electric distribution equipment to remain in the building.

The Electric Services Department has been working closely with the University Apartments owner, UT Lynn Ave LLC, on this project. UT Lynn Ave LLC agrees that removing the transformers from the basement and installing electric service cables fed from an exterior transformer will improve safety for their tenants and Electric Services personnel.

As such, staff has prepared an Electric Facilities Agreement to describe the division of labor, materials and costs of the City and UT Lynn Ave LLC during construction on this project.

**ALTERNATIVES:**

1. Approve the Electric Facilities Agreement between the City of Ames and UT Lynn Ave LLC, owner of the University Apartments at 111 Lynn Avenue.
2. Delay the University Apartments – Electric Service Replacement.

**CITY MANAGER'S RECOMMENDED ACTION:**

This work is necessary to remove the transformers from the basement for safety reasons and eliminate the need for specialty transformers to maintain electric service to the building.

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

## ELECTRIC FACILITIES AGREEMENT

### BETWEEN THE CITY OF AMES AND UT LYNNE AVE LLC

**This Agreement** is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Cyclone Inns LLC d/b/a UT Lynn Ave LLC (hereinafter called “Customer”), owner of the commercial building located at 111 Lynn Avenue (hereinafter called “University Towers”) in Ames, Iowa, and the City of Ames as owner and operator of the municipal electric utility (hereinafter called “Utility”), for the purpose of dividing the material and labor activities and costs necessary to replace and upgrade certain electrical infrastructure at Customer’s location necessary to serve the Customer’s facilities.

The Utility currently owns and maintains 3 – 250 kVA overhead transformers located in a room in the basement of the University Towers. These transformers provide electric service to the Customer’s electric distribution equipment in the University Towers. At the time of installation, it was common practice to place overhead transformers in basement rooms of large commercial buildings. Current electrical safety codes and standards make it impractical to operate and maintain overhead transformers in basement rooms.

With the Customer’s cooperation, the Utility would like to remove the transformers located in the basement of the University Towers. The transformers would be replaced with a 750 kVA pad mounted transformer already located outside northeast corner of the building.

New service entrance cables will be buried outside of the building between the Utility pad-mounted transformer and the basement room containing the existing overhead transformers. The service entrance cables will be terminated on the existing secondary bus duct supplying the Customer’s electric distribution equipment for the University Towers.

To meet current National Electric Code requirements, a service entrance electrical switchgear will need to be installed to provide a means of disconnecting the service entrance cables prior to entering the building.

#### A. Division of Labor, Materials and Costs

1. The Customer and Utility will divide the various preparation tasks necessary for the removal of the overhead transformers from the basement room of University Towers, the installation of the new service entrance cables and switchgear as described in this agreement, and after installation, Utility will own, operate, and maintain the transformer for Customer’s use. The Customer will own, operate, and maintain the service entrance cables and the switchgear.
2. The Utility will hire an engineering consultant to develop plans and specifications to perform the required tasks associated with this project. The Utility will obtain bids on the plans and specifications and award a construction contract to a qualified electrical contractor.



The Utility will manage the project construction and oversee the electrical contractor (and any subcontractors) performing the work.

3. The Utility will conduct work on this project to minimize interference with the Customer's use and operation of the building. This will include phasing the work to keep the building's fire suppression system in operation as much as possible.
4. The Customer will provide the following materials and perform the labor in preparation for removal of the transformers and the installation of the service entrance cables and switchgear:
  - a. Customer will provide building access to Utility personnel and designees (including, but not limited to electrical contractor personnel and consulting engineers). Access will be required during project planning and construction activities. Utility will contact Customer's representatives in the building prior to gaining access to the building;
  - b. Upon receiving notice from the Utility, Customer will be responsible for notifying commercial and residential tenants of the University Towers of any electric service interruptions planned by the Utility to perform construction activities;
  - c. Customer will provide personnel to perform "Fire Watch" duties during times when the building fire suppression system is unavailable due to electric service interruptions required during construction activities. The fire inspector for the City of Ames will determine when "Fire Watch" duties will be required; and
  - d. Coordinate parking and working space during construction with the Customer's property manager. Customer will provide a minimum of three parking spaces on the exterior of the building for electrical contractor personnel and equipment during construction. Storage space for electrical cables and other related materials shall be made available on the exterior of the building;
5. The Utility will provide the following materials and perform the labor in conjunction with the removal of the transformers and the installation of the service entrance cables and switchgear on Customer's site:
  - a. Utility will be responsible for materials and labor to install all of the electrical conduits external to the building for the project, including the installation of an in-ground pull box;
  - b. Utility will be responsible for materials and labor to install all of the electrical conduits internal to the building for the project, including connection to the existing Customer-owned electric distribution equipment located in the

- basement of the University Towers. Work will also include installing electrical conduit for the relocation of the building's fire suppression system;
- c. Utility will be responsible for providing and installing a service entrance electrical switchgear on the exterior of the building, related terminations, and secondary cables between the transformer and the switchgear and between the switchgear and the electric distribution equipment in the basement of the University Towers. New secondary cables will be installed to serve the building's fire suppression system. The electrical switchgear will consist of a 3000 amp circuit breaker and a 600 amp disconnect switch for the building fire suppression system;
  - d. Utility will remove and dispose of all debris related to the conduit installation, including concrete and earth spoils. Utility will restore all excavations and concrete surfaces to pre-construction conditions; and
  - e. Utility will remove and dispose of the old transformers from the basement of the University Towers and all old electric cables in the existing unused electrical conduits.
  - f. Utility will insure any of its contractors on site shall procure, pay for, and maintain the insurance as required under **Exhibit A** attached hereto. The insurance policies described in **Exhibit A** shall be procured from an insurance company or insurance companies reasonably acceptable to Owner and with an A.M. Best Rating of A- or better.
6. The Customer agrees that it will pay the actual costs to perform the services and provide the materials outlined in 4a – 4d above.
  7. The Utility agrees that it will pay the actual costs to perform the services and provide the materials outlined in 2, 3, and 5a - 5e above.
  8. Customer may assign or otherwise transfer this Agreement without the prior written consent of Utility; however, notice of the transfer must be provided to the Utility prior to or as soon as possible after the transfer.
  9. Agreement shall terminate upon completion of the work.
  10. Any outage shall be limited in time and duration by the Utility, and all shall be coordinated in advance with the Customer; though in no case shall be longer than eight (8) hours, without prior written approval of Customer.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first written.

**CITY OF AMES, IOWA**

**UT Lynn Ave LLC**

By: \_\_\_\_\_  
JOHN A. HAILA, MAYOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

DIANE VOSS, CITY CLERK

**Attachment A - Insurance Requirements**

1. **STATUTORY WORKER’S COMPENSATION, EMPLOYERS’ LIABILITY** (not less than \$100,000.)
  
2. **COMMERCIAL GENERAL LIABILITY**, to be provided on an “OCCURRENCE” basis, with coverage to include explosion, collapse and underground hazards (XCU), Blanket Contractual, Products, Independent Contractors, Completed Operations, Personal Injury, and Employees as additional insured. General Liability insurance shall not contain any residential limitation or residential exclusion related to premises operations or products completed operations coverage. “Claims Made” Form Not Acceptable.

BODILY INJURY LIMITS

\$1,000,000 each occurrence  
\$1,000,000 aggregate\*

PROPERTY DAMAGE LIMITS

\$1,000,000 each occurrence  
\$1,000,000 aggregate\*

PERSONAL  
INJURY LIMITS

\$1,000,000 each occurrence

\$1,000,000 aggregate\*

**GENERAL AGGREGATE SHALL APPLY TO THIS PROJECT ONLY (aggregate not to include other projects) AND MUST BE IDENTIFIED AS SUCH ON THE CERTIFICATE OF INSURANCE.**

3. **AUTOMOBILE LIABILITY**, including owned, non-owned, and hired automobiles. Automobiles of Subcontractors and material suppliers must meet the same insurance requirements.

BODILY INJURY LIMITS

\$500,000 each person  
\$500,000 each occurrence

PROPERTY DAMAGE LIMITS

\$250,000 each occurrence

4. **EXCESS UMBRELLA LIABILITY**, to provide insurance in excess of Employers’ Liability, Commercial General Liability, and Automobile Liability policies required hereunder. Excess Umbrella Liability insurance shall not contain any residential limitation or residential exclusion related to premises operations or products completed operations coverage.  
\$5,000,000 each occurrence and \$5,000,000 general policy aggregate.

5. The Utility shall be responsible for and maintain property insurance coverage at his option and expense to cover tools, equipment, etc. owned or rented the capital value of which is not included in the cost of the work.

6. All policies are to be written by insurance companies licensed to do business in the state in which the work is to be performed.
7. All certificates are to contain substantially the following statement: *“The insurance covered by this certificate shall not be canceled, nor materially altered, except after THIRTY (30) days prior written notice to Gilbane Development Company.”*
8. Each insurance certificate must contain the following conditions on the certificate:
  - A. Certificate Holder:

Gilbane Development Company d.b.a. UT Lynn Ave LLC  
7 Jackson Walkway  
Providence, Rhode Island 02903
  - B. Description of Operations must read as follows: *RE: Mixed Use Development University Towers. Certificate holder and others as noted herein are Additional Insured (General Liability, Automobile and Umbrella Policies). Coverage is Primary & Non-Contributory (General Liability). Waiver of Subrogation (General Liability & Automobile Liability) applies. This form is subject to all policy forms, terms, endorsements, conditions definitions and exclusions. Additional Insured are Gilbane Development Co, it’s Manager.*
  - C. General liability, general aggregate is per project.
  - D. Products completed operations will be in force for a minimum of 3 years after the completion of the work. At no time shall the completed operations coverage provided under general liability and umbrella liability contain a residential exclusion.

COUNCIL ACTION FORM

**SUBJECT:            BROOKSIDE PARK RESTROOM RENOVATION PROJECT  
CHANGE ORDER #1**

**BACKGROUND:**

In November 2019, City Council awarded the Brookside Park Restroom Project to Henkel Construction, Ames, Iowa. **At that time, Council members also received a memo informing them of a future change order that would reduce the total cost of the project due to modifications to the door openings.** In addition, staff reviewed the project with Henkel Construction, and it was suggested that a change to the footing design would also reduce the cost of the project and provide an equal amount of structural support for the building.

As you will recall, the City contracted with ISG, Des Moines, Iowa for the engineering and design of the Brookside Park Restroom Renovation Project. After completion of the initial design, the Development Review Committee (DRC) provided direction to flood-proof the building in order to meet the Iowa DNR requirements because the building is in the Floodway. Therefore, the initial design was revised to flood-proof the doors and add a valve on the sanitary sewer line to prevent floodwaters from entering during a flood event.

Design specifications were sent to the Iowa DNR for review after the bid was awarded. The Iowa DNR replied and questioned if the walls of the structure were flood-proof certified by an Engineer. Staff responded that this was not the case. The Iowa DNR then provided two options to have the project approved. The first option would require the walls of the structure to be flood-proof certified by an Engineer, or the second option was to remove the flood-proof doors from the design and allow the structure to flood during flood events. Due to the age of the structure, City staff decided not to pursue flood-proofing certification of the structure and instead install standard doors.

A new application was sent to the Iowa DNR which included the removal of the flood-proof doors from the design. The Iowa DNR has since approved the variance for the project. **Therefore, staff communicated with Henkel Construction that standard doors would be installed instead of the flood-proof doors. A change order (Attachment A) was submitted by Henkel Construction and approved by ISG resulting in a cost reduction of \$40,000.**

Henkel Construction also provided another suggestion for cost reduction that included modifying the footing design to include Earth Formed Footings in lieu of Spread Footings, as was originally specified. **The Earth Formed Footings don't require as much excavation and provide the same structural support. ISG approved of the suggestion and redesigned the footings. The change in footing design results in**

**an additional \$10,000 reduction to the overall cost of the project. See attachment A for complete details of the Change Order from Henkel Construction.**

**In reviewing the funding for the project, Council will recall that \$81,805 of Park Development was to be utilized to complete the project. If Council approves the change order, resulting in a cost savings of \$50,000, only \$31,805 of Park Development Funds would be needed to complete the project.**

**ALTERNATIVES:**

1. City Council approve Change Order #1, which includes:
  - a. Installing Normal Hollow Metal Doors in lieu of Flood Proof Doors, resulting in a cost reduction of \$40,000; and
  - b. Installing Earth Formed Footings in lieu of Spread Footings resulting in a cost reduction of \$10,000 for the Brookside Park Restroom Project.
  
2. Refer back this issue back to the staff if a different approach is desired by the City Council.

**CITY MANAGER'S RECOMMENDED ACTION:**

Brookside Park is one of the most popular and well-known parks in Ames. This project came in over the estimated budget, but with the added funds from the Park Development Fund, it will be completed. With the changes to the doors and the footings, the building will not be compromised in any way, but will reduce the amount of Park Development Funds needed, thus allowing those funds to be used to complete future projects.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 and thereby approve Change Order #1, which includes installing Normal Hollow Metal Doors in lieu of Flood Proof Doors, resulting in a cost reduction of \$40,000; and installing Earth Formed Footings in lieu of Spread Footings resulting in a cost reduction of \$10,000 for the Brookside Park Restroom Project.



**PCO #001**

**Project:** 1968A - Brookside Park Restroom Renov  
1325 6th St.  
Ames , Iowa 50010

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## Prime Contract Potential Change Order #001: CE #001 - Value Engineering Deduct

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<b>TO:</b>	City of Ames 515 Clark Ave Ames Iowa, 50010	<b>FROM:</b>	Henkel Construction Company 208 East State St Mason City Iowa, 50401
<b>PCO NUMBER/REVISION:</b>	001 / 0	<b>CONTRACT:</b>	1 - Brookside Park Restroom Renov Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Nick Sieck <b>(Henkel Construction Company)</b>
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	3/24 /2020
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	(\$50,000.00)

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**POTENTIAL CHANGE ORDER TITLE:** CE #001 - Value Engineering Deduct

**CHANGE REASON:** A

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #001 - Value Engineering Deduct  
Value Engineering

Earth Formed Footings in Lieu of Formed Spread Footings and Walls.  
Deduct of \$10,000

Normal Hollow Metal Frame and Doors in Lieu of FEMA Flood Proof Doors  
Deduct of \$40,000

**ATTACHMENTS:**

Approved By:

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**COUNCIL ACTION FORM**

**SUBJECT: SOUTH GRAND AVENUE EXTENSION – TREE CLEARING**

**BACKGROUND:**

This project is part of the extension of South Grand Avenue from S 3<sup>rd</sup> Street to S 16<sup>th</sup> Street and associated projects to extend S 5<sup>th</sup> Street and for intersection improvements at S 16<sup>th</sup> Street/S Duff Avenue. The projects have been broken into three phases to allow for potential flexibility in timing of construction and funding. The work covered by this CAF is part of Phase 2, in bold below:

- 1) S. 5<sup>th</sup> St extension and the portion of S. Grand Ave from Squaw Creek Drive (the existing dead end) to S. 5<sup>th</sup> St.
- 2) **S Grand Ave South of S. 5<sup>th</sup> Street (this portion includes two bridges to accommodate Squaw Creek under the roadway).**
- 3) Reconstruction and widening additional turn lanes at S. Duff Ave and S. 16<sup>th</sup> St.

The City Council and DOT have awarded this project (Phase 2, above) to Peterson Contractors Inc (PCI) of Reinbeck, Iowa, in the amount of \$9,368,716.27. Due to the timing the project having a late start date of April 6, 2020, the City staff has intentionally removed the tree clearing bid item from the contract because **Indiana Bat Protection Rules require tree clearing work to be performed between October 1<sup>st</sup> and March 31<sup>st</sup>.** In following the Ames Purchasing Policies and Procedures, staff issued a request for tree clearing quotes for completion of tree clearing prior to April 1, 2020.

**Quotes for this work were originally received from two tree removal companies in March 11, 2020 as follow:**

<b>Quotes</b>	<b>Fee</b>
Weiss Tree Service Inc.	\$ 49,500
J Pettiecord	\$ 95,000

The City of Ames awarded the contract to Weiss Tree Service Inc. of Nevada, Iowa, in the amount of \$49,500 to perform the tree clearing. During the tree clearing operations, City staff discovered that there was an area not included in the contact that would also need to be cleared. **Change Order No. 1 (this action)** was for Weiss Tree Service Inc. to clear the extra area in the amount not to exceed \$8,000. Tree Clearing was **completed in the amount of \$57,500.** All the work on this contract has been completed and PCI has started to work on the South Grand Avenue Extension project.

**ALTERNATIVES:**

1. a.) Approve Change Order No. 1 in the amount of \$8,000.
  - b.) Accept the South Grand Avenue Extension - Tree Clearing project as completed by Weiss Tree Service Inc. of Nevada, Iowa in the amount of \$57,500.
2. Direct Staff to pursue changes to the project.

**CITY MANAGER'S RECOMMENDED ACTION:**

By completing this tree clearing, the contractor was allowed to start construction of S. Grand Avenue Extension by the late start date of April 6, 2020 with an anticipated project completion by Fall 2021.

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

**COUNCIL ACTION FORM**

**SUBJECT: CONTRACT RENEWAL – ELECTRIC SERVICES TRANSFORMERS**

**BACKGROUND:**

This contract is for the purchase of transformers necessary to meet the anticipated needs of the Electric Services Department. These transformers are kept on hand to enable staff to replace failed transformers quickly.

Typically, these transformers are used to provide service for commercial and residential applications. It is also necessary to meet the anticipated needs of the Electric Services Department for new service and maintenance activities. Transformers would be purchased by the City as requested on a quarterly basis. This contract provides the City with inventory management flexibility and also helps to reduce the need for extensive storage space.

On February 23, 2016, City Council awarded a contract to RESCO, Ankeny, IA, for the purchase of these transformers in accordance with unit prices bid. This contract included the option for the City to renew in one-year increments for up to four additional years. Staff recommends renewing the agreement for the period of April 1, 2020 through March 31, 2021. Council should note that there are no price increases for the 2020-2021 contract period. This is the fourth renewal out of four possible renewal periods.

The transformers are purchased from an Electric Department inventory asset account and charged to the appropriate operations accounts as the transformers are put into use. **Council should note that no contract amount is being authorized at this time, since payments will be based on unit prices and quantities ordered.**

**ALTERNATIVES:**

1. Approve the contract renewal with RESCO, Ankeny, Iowa, for the purchase of Electric Services transformers in accordance with unit prices.

Transformers will be purchased quarterly. Payments will be based on unit prices and actual quantities ordered, plus applicable sales taxes.

2. Reject the renewal and attempt to purchase electric transformers periodically at market prices at the time of purchase.

**CITY MANAGER'S RECOMMENDED ACTION:**

It is important to purchase transformers at the lowest possible cost with minimal risk to the City. It is also imperative to have these transformers available to meet customer needs.

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

Type KVA	Est Qty	Sell Price 4/31/16 thru 3/31/17	Sell Price Renewal 4/1/17 to 3/31/18	Sell Price Renewal 4/1/18 to 3/31/19	Sell Price Renewal 4/1/19 to 3/31/20	Sell Price Renewal 4/1/20 to 3/31/21	NL	LL
<b>Group I Padmount Transformers</b>								
<b>Division 1 Single Phase Padmount 120/240 Volts</b>								
25	5	\$1,259.94	\$1,293.88	\$1,325.70	\$1,391.98	\$1,391.98	66	207
37.5	10	\$1,477.06	\$1,516.33	\$1,553.62	\$1,631.30	\$1,631.30	80	315
50	10	\$1,513.76	\$1,554.09	\$1,592.31	\$1,671.92	\$1,671.92	102	442
75	2	\$1,901.02	\$1,948.98	\$1,996.91	\$2,096.75	\$2,096.75	143	582
100	2	\$2,463.27	\$2,525.52	\$2,587.62	\$2,717.00	\$2,717.00	180	643
<b>Division 2 Three Phase Padmount Transformer 120/208 Volts</b>								
112.5	0	\$5,535.17	\$5,680.62	\$5,820.31	\$6,111.32	\$6,111.32	231	1009
150	3	\$5,674.82	\$5,824.49	\$5,967.72	\$6,266.10	\$6,266.10	318	1339
225	0	\$6,682.98	\$6,859.19	\$7,027.86	\$7,379.25	\$7,379.25	379	1864
300	3	\$8,179.41	\$8,394.90	\$8,601.33	\$9,031.40	\$9,031.40	474	2116
500	3	\$10,041.79	\$10,306.13	\$10,559.56	\$11,087.54	\$11,087.54	634	3891
750	1	\$14,586.14	\$14,969.39	\$15,337.49	\$16,104.36	\$16,104.36	843	5211
1000	1	\$15,535.71	\$15,927.56	\$16,319.22	\$17,135.18	\$17,135.18	1056	7918
<b>Division 3 Three Phase Padmount Transformer 480Y/277 Volts, Loop Feed Switches</b>								
300	2	\$7,469.93	\$7,666.33	\$7,854.85	\$8,247.59	\$8,247.59	487	2387
500	2	\$10,141.69	\$10,408.17	\$10,664.11	\$11,197.31	\$11,197.31	645	4311
750	2	\$12,027.52	\$12,343.88	\$12,647.42	\$13,279.79	\$13,279.79	915	4993
1000	1	\$15,322.12	\$15,724.49	\$16,111.16	\$16,916.72	\$16,916.72	1104	5915
1500	1	\$19,182.33	\$19,635.90	\$20,118.75	\$21,124.69	\$21,124.69	1630	8225
<b>Division 4 Three Phase Padmount Transformer 277/480 Volts, Standard 55°C Rise</b>								
2500	1	\$28,611.20	\$29,287.18	\$30,007.36	\$31,507.73	\$31,507.73	2485	#####
<b>Group II Overhead Transformers</b>								
<b>Division 1 Single Phase Polemount 120/240 Volts</b>								
5	0	\$517.42	\$531.29	\$544.35	\$571.57	\$571.57	21	58
10	0	\$592.21	\$608.21	\$623.17	\$654.32	\$654.32	30	106
15	2	\$635.25	\$652.31	\$668.35	\$701.77	\$701.77	39	160
25	6	\$818.65	\$841.03	\$861.71	\$904.80	\$904.80	62	209
37.5	1	\$967.21	\$992.83	\$1,017.24	\$1,068.11	\$1,068.11	78	330
50	5	\$1,024.59	\$1,052.31	\$1,078.19	\$1,132.10	\$1,132.10	110	442
75	2	\$1,557.38	\$1,598.98	\$1,638.30	\$1,720.21	\$1,720.21	153	576
100	1	\$2,222.34	\$2,281.03	\$2,337.12	\$2,453.98	\$2,453.98	168	651
<b>Division 2 Single Phase Polemount Transformer 277/480 Volts</b>								
15	1	\$628.07	\$645.13	\$660.99	\$694.04	\$694.04	42	153
25	1	\$812.50	\$833.85	\$854.35	\$897.07	\$897.07	60	220
37.5	1	\$1,017.42	\$1,045.13	\$1,070.83	\$1,124.37	\$1,124.37	84	284
50	1	\$1,020.49	\$1,048.21	\$1,073.99	\$1,127.68	\$1,127.68	104	420

75	1	\$1,620.90	\$1,663.59	\$1,704.50	\$1,789.72	\$1,789.72	134	559
100	1	\$2,091.19	\$2,146.66	\$2,199.45	\$2,309.42	\$2,309.42	170	639

**COUNCIL ACTION FORM**

**SUBJECT: NON-ASBESTOS INSULATION AND RELATED SERVICES AND SUPPLY CONTRACT FOR POWER PLANT- CHANGE ORDER #3**

**BACKGROUND:**

On June 11, 2019, City Council approved preliminary plans and specifications for Non-Asbestos Insulation and Related Services and Supply Contract for Power Plant. This contract involves the removal, repair, and reinstallation of non-asbestos insulation at the Power Plant. It also includes installation of new insulation systems on pipes, ducts, equipment, vessels, boilers, and accessories throughout the Power Plant; repair and replacement of lagging systems; repair and replacement of jacketing systems and installation of new jacketing systems; fire-stopping insulation; and sound attenuation insulation.

On August 13, 2019, the Ames City Council approved a contract with HTH Companies, Inc. in the amount of \$80,000 for the non-asbestos insulation and related services and supplies. **It is important to note that the contract amount is not for a specific project, but rather the staff's best estimate of amount of work that might be performed in a given year. Rather than doing a lump sum contract, work is charged to the City based on the actual time and materials used for a specific task.**

**PRIOR ACTIONS**

Change Order No. 1, for \$15,000, was approved by staff for additional non-asbestos insulation in order to finish insulating piping that would operate at high temperatures when a unit is online. This action increased the approved contract amount with HTH to \$95,000.

Change Order No. 2, for \$65,000, was approved by Council for performing non-asbestos insulation installation required for two large capital projects performed at the Power Plant, including Unit 7 Boiler Tube Repair project and Unit 7 Turbine/Generator Overhaul project. This action increased the approved contract amount with HTH to \$160,000.

**THIS ACTION**

**An emergency condition now exists where some lagging is falling off the Unit 8 Electrostatic Precipitator (ESP).** Given the height and location of the ESP, falling lagging panels present a great safety risk to people and equipment. There is a CIP project in the current year to replace the lagging, insulation, and purlins on the Unit 8 ESP. However, the specifications have not yet been completely developed for the comprehensive repairs in the CIP project. **This immediate work to address the lagging**

**on the east face of the ESP will need to be performed before the CIP project specifications are complete.**

To perform the needed repairs, a contractor will build a large scaffold structure on the east side of the ESP to access the area where panels are falling from. A contractor will then remove the existing lagging and insulation to access the purlins that are the main issue for the falling lagging. The existing purlins will be removed and new purlins will be installed. New insulation will then be installed along with reinstalling the existing lagging. New lagging will be installed where the existing is damaged or missing. **The repair amount for the insulation and lagging would be \$70,000.00. These funds will be taken from the current CIP project approved funds because once this emergency work is performed, the lagging repairs on the east side of the ESP will be complete.**

Separately from the Unit 8 ESP repair, scaffolding is also needed to perform repairs on Unit 7 duct work. The ducting is showing signs of cracking as it enters the Unit 7 Stack and the old lagging and insulation surrounding the cracking is in poor condition. The insulation and lagging will be removed from the area, repairs to the cracks will be performed and new insulation and lagging will be installed. **The additional Unit 7 Duct work repairs will be \$32,000. These funds will be taken from the Power Plant O&M budget.**

**The action being requested is to approve Change Order No. 3 to the Non-asbestos Insulation and Related Services and Supply Contract.** This change order will add an additional \$102,000 to the current contract for FY 2019/20. This will bring the total contract amount to \$262,000.

Actual payments are calculated on unit prices bid and work performed limited by the available budget amount. **The Council should understand the additional funds authorized in this change order will only be spent on actual time and material used to perform the work.**

**ALTERNATIVES:**

1. Approve Change Order No. 3 to HTH Companies, Inc. in the amount of \$102,000 for additional non-asbestos insulation and related services, increasing the total contract amount to \$262,000. All labor and materials will be performed and invoiced on a time and material basis according to rates, terms, stipulations, and conditions specified in the original contract.
2. Do not approve the requested change order.

**CITY MANAGER'S RECOMMENDED ACTION:**

Because of the safety risk falling lagging presents to people and surrounding equipment, it is essential these repairs are completed within a timely manner. All labor and materials



will be performed and invoiced on a time and material basis according to rates, terms, stipulations, and conditions specified in the original contract. **In addition, the increase in the approved contract amount with HTH will not result in additional costs to the operating budget.**

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

**COUNCIL ACTION FORM**

**SUBJECT:     SCAFFOLDING AND RELATED SERVICES AND SUPPLY  
CONTRACT FOR POWER PLANT – CHANGE ORDER #1**

**BACKGROUND:**

On May 28, 2019, City Council approved preliminary plans and specifications for the Scaffolding and Related Services and Supplies Contract. This contract is to provide and install scaffolding, bracing and fall protection when needed at the City's Power Plant.

On July 9, 2019, the Ames City Council approved a contract with HTH Companies, Inc. in the amount of \$60,000 to provide and install scaffolding, bracing and fall protection. **It is important to note that the contract amount is not for a specific project, but rather the staff's best estimate of amount of work that might be performed in a given year. Rather than doing a lump sum contract, work is charged to the City based on the actual time and materials used for a specific task.**

**THIS ACTION**

An emergency condition now exists where some lagging is falling off the Unit 8 Electrostatic Precipitator (ESP). Given the height and location of the ESP, falling lagging panels present a great safety risk to people and equipment. There is a CIP project in the current year to replace the lagging, insulation, and purlins on the Unit 8 ESP. However, the specifications have not yet been completely developed for the comprehensive repairs in the CIP project. **This immediate work to address the lagging on the east face of the ESP will need to be performed before the CIP project specifications are complete.** The area is very difficult to access because of its location relative to the railroad and other power plant equipment as well as higher elevation.

To perform the needed repairs, a contractor will build a large scaffold structure on the east side of the ESP to access the area where panels are falling from. A contractor will then remove the existing lagging and insulation to access the purlins that are the main issue for the falling lagging. The existing purlins will be removed and new purlins will be installed. New insulation will then be installed along with reinstalling the existing lagging. New lagging will be installed where the existing is damaged or missing. **The repair amount for the scaffolding portion will be \$88,000. These funds will be taken from the current CIP project approved funds because once this emergent work is performed, the lagging repairs on the east side of the ESP will be complete.**

Separately from the Unit 8 ESP repair, scaffolding is also needed to perform repairs on Unit 7 duct work. The ducting is showing signs of cracking as it enters the Unit 7 Stack and scaffolding is needed to access the area. **The scaffolding cost for this additional**

**Unit 7 duct work would be \$20,000. These funds will be taken from the Power Plant O&M budget.**

**The action being requested is to approve Change Order No. 1 to the Scaffolding and Related Services and Supply Contract. This change order will add an additional \$108,000 to the current contract for FY 2019/20. This will bring the total contract amount to \$168,000.**

Actual payments are calculated on unit prices bid and work performed limited by the available budget amount. **The Council should understand the additional funds authorized in this change order will only be spent on actual time and material used to perform the work.**

**ALTERNATIVES:**

1. Approve Change Order No. 1 to HTH Companies, Inc. in the amount of \$108,000 for additional scaffolding and related services, increasing the total contract amount to \$168,000. All labor and materials will be performed and invoiced on a time and material basis according to rates, terms, stipulations, and conditions specified in the original contract.
2. Do not approve the requested change order.

**CITY MANAGER'S RECOMMENDED ACTION:**

Because of the safety risk falling lagging presents to people and surrounding equipment, it is essential these repairs are completed within a timely manner. All labor and materials will be performed and invoiced on a time and material basis according to rates, terms, stipulations, and conditions specified in the original contract. **In addition, the increase in the approved contract amount with HTH will not result in additional costs to the operating budget.**

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

**COUNCIL ACTION FORM**

**SUBJECT: STEAM TURBINE NO. 7 PARTS PROCUREMENT – APPROVAL OF CHANGE ORDER #11 AND CONTRACT COMPLETION FOR ARGO TURBOSERVE CORPORATION**

**BACKGROUND**

On May 14, 2019, City Council awarded a contract to Argo TurboServe Corporation, Rutherford, NJ GE OEM in the amount of \$265,694 for turbine parts as part of the Unit #7 Overhaul Project.

There were ten change orders to the Argo TurboServe Corporation contract. It is important to note that as the overhaul progressed over the months, it was determined that additional parts were needed.

**Change Order #1:** On September 24, 2019, was done to increase the purchase order by \$39,961.60 (inclusive of Iowa sales tax) for the purchase of additional parts.

**Change Order #2:** On October 8, 2019, was done to increase the purchase order by \$12,534.29 (inclusive of Iowa sales tax) for the purchase of additional parts.

**Change Order #3:** On November 7, 2019, was done to increase the purchase order by \$3,991.30 (inclusive of Iowa sales tax) for the purchase of additional parts.

**Change Order #4:** On November 25, 2019, was done to increase the purchase order by \$2,396.51 (inclusive of Iowa sales tax) for the purchase of additional parts.

**Change Order #5:** On November 7, 2019, was done to increase the purchase order by \$1,346.10 (inclusive of Iowa sales tax) for the purchase of additional parts.

**Change Order #6:** On November 19, 2019, was done to increase the purchase order by \$10,235.24 (inclusive of Iowa sales tax) for the purchase of additional parts.

**Change Order #7:** Voided.

**Change Order #8:** On December 5, 2019, was done to increase the purchase order by \$6,295.70 (inclusive of Iowa sales tax) for the purchase of additional parts.

**Change Order #9:** On January 29, 2020, was done to increase the purchase order by \$13,440.30 (inclusive of Iowa sales tax) for the purchase of additional parts.

**Change Order #10:** On February 4, 2020, was done to increase the purchase order by \$6,000.00 (inclusive of Iowa sales tax) for the purchase of additional parts.

**Change Order #11(Current Requested Action):** An internal change order needs to be done to decrease the purchase order by \$11,013.82. This amount will balance the purchase order because of the following reasons: to reconcile the actual freight that was invoiced, to deduct the amount for sales tax that was included in the ten change orders and that was actually paid by the City of Ames directly, cancel a part that was not received and not needed, and to adjust prices for items that were invoiced at a lower price.

**The total contract amount including these eleven change orders is \$350,881.22.**

**The Engineer's estimate for anticipated parts was \$515,000.** This was based on preliminary quotes received from General Electric, the turbine-generator original equipment manufacturer (OEM).

**ALTERNATIVES:**

1. Approve internal Change Order No. 11 in the amount of (\$11,013.82) to balance the purchase order and to accept completion of the contract for supplying the Power Plant Steam Turbine #7 Parts with Argo TurboServe Corporation. This Council action form is to release the 5% retainage that was held per the contract terms and conditions.
2. Delay acceptance of this project.

**CITY MANAGER'S RECOMMENDED ACTION:**

The contractor has delivered all of the equipment specified under the contract, and the City is obligated to make final payment.

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

**COUNCIL ACTION FORM**

**SUBJECT: PLAT OF SURVEY FOR PARCEL #1019300210 IN STORY COUNTY  
NEAR 260<sup>TH</sup> AVENUE AND INTERSTATE 35**

**BACKGROUND:**

The City's subdivision regulations are found in Chapter 23 of the Ames Municipal Code. These regulations include the process for creating or modifying property boundaries and for determining if any improvements are required in conjunction with the platting of property. The regulations also describe the process for combining existing platted lots or adjusting the boundary lines of existing tracts. These regulations also apply to divisions of land or boundary line adjustments in unincorporated Story County, except where the Urban Fringe Plan's 28E agreement has delegated authority to the County. In this situation there is joint authority with Story County over the proposed Plat of Survey.

Land owner, CG Lee JT Venture, represented by Mark Gannon, is seeking to create a new parcel from property currently identified as parcel 1019300210 in rural Story County within 2 miles of the Ames City limits. The parcel is located near 260<sup>th</sup> Avenue and abuts Interstate 35 (I-35) near the 260<sup>th</sup> Avenue overpass of I-35. The parcel is within the flood plain of the Skunk River and contains a pond that was created as part of the recent I-35 construction. (See Attachment A). The current parcel came into existence in 2015 as part of an acquisition by the Iowa Department of Transportation (DOT).

The proposed plat of survey (Attachment B) creates a new parcel known as parcel K from the existing parcel. The new parcel will be under the ownership of CG Lee JT Venture. The proposed parcel has no direct street frontage and is intended solely for conservation purposes.

The creation of Parcel K is being done in order to receive a certification from the Iowa Department of Natural Resources to stock a pond on site with fish. **The owner has placed a restriction on the plat of no residential construction. The parcel is being created solely to isolate the pond from other land. The fish pond will be the only use on the new parcel. No new development is proposed or permitted by the division.** The pond currently exists on site as a detention pond and was originally created by the Iowa Department of Transportation for storm water collection and detention of Interstate 35.

The Urban Fringe land use designation in this area is Natural Area. This land use applies to environmentally sensitive areas, significant natural habitat, parks and open spaces and greenways. The land in question is within a designated floodplain with a mixture of row crop uses and nearby woodlands. The Natural Area designation calls for preventing subdivisions for new non-farm residential development but may include farm and non-

farm residences existing at the time of adoption of the Urban Fringe plan. The proposal does not create a new residence and instead creates a natural conservation feature that is consistent with its surroundings. The creation of the parcel for a fish pond does not have harmful or negative impacts on the surrounding Natural Area. Story County subdivision regulations would permit the creation of this parcel by a Plat of Survey as a result of it being created from a legally created parcel.

Staff finds that the proposed land division can be accomplished through a Plat of Survey based on the criteria in Section 23.103(2) of the Subdivision standards which grants that City Staff may recommend waiving the subdivision requirements for a Minor Subdivision when it is determined that a clear and accurate description of the land is provided by the applicant and that it is in compliance with Section 23.307. **Staff finds that the conditions in these sections have been met and as such a Plat of Survey is adequate for the creation of Parcel K within Story County. Staff has not requested any covenants for consideration of the request for creation of this parcel because it will solely be for a conservation purpose and is not a developable parcel.**

Approval of this plat of survey will allow the applicant to prepare the official plat of survey and submit it to the Planning and Housing Director for review. The Director will sign the plat of survey confirming that it fully conforms to all conditions of approval. The prepared plat of survey may then be signed by the surveyor, who will submit it for recording, along with the resolution of approval in the office of the County Recorder.

**ALTERNATIVES:**

1. The City Council can approve the resolution approving the plat of survey if the City Council finds that the requirements for plats of survey as described in Section 23.308 have been satisfied.
2. The City Council can deny the proposed plat of survey if the City Council finds that the requirements for plats of survey as described in Section 23.308 have not been satisfied.
3. The City Council can refer this back to staff and/or the owner for additional information.

**CITY MANAGER'S RECOMMENDED ACTION:**

Staff has determined that the proposed plat of survey satisfies all Code requirements for a waiver of the minor subdivision process as an unbuildable lot within Story County and has made a preliminary decision of approval. No infrastructure improvements are required consistent with the Urban Fringe Plan as no new residential lots are created.

**Therefore, it is the recommendation of the City Manager that the City Council accept Alternative #1, thereby adopting the resolution approving the proposed plat of survey.**

**ADDENDUM  
PLAT OF SURVEY FOR PARCEL 1019300210**

Application for a plat of survey has been submitted for:

- Conveyance parcel (per Section 23.307)
- Boundary line adjustment (per Section 23.309)
- Re-plat to correct error (per Section 23.310)
- Auditor's plat (per Code of Iowa Section 354.15)
- Other. *County division to create a parcel for conservation purposes.*

The site is located at: an unaddressed parcel near 260<sup>th</sup> Avenue and abutting Interstate 35.

Owners: CG Lee JT Venture  
Parcel ID: 1019300210

**New Legal Descriptions:**

PARCEL "K" being a part of the East One-half (E ½) of the Southwest Quarter (SW ¼) of Section 19, Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, lying West of the present West right of way line of Interstate No. 35, more particularly described as follows:

Beginning at an iron pipe at the Northeast corner of the E ½ SW ¼ of said Section 19; thence N 89°28'20" E a distance of 936.59' to a ½" iron rod; thence S 00°28'48" E a distance of 623.69' to a ½" iron rod; thence S 89°28'20" W a distance of 936.63' to a ½" iron rod; thence N 00°28'33" W a distance of 623.69' to the point of beginning.

Containing 13.410 acres.

Subject to an Ingress/Egress Easement over the East 1 rod of the West 2 rods of the SE ¼ of the SW ¼ and the West 2 rods of the South 695' of the NE ¼ of the SW ¼ all in Section 19, Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa.

**Public Improvements:**

The preliminary decision of the Planning Director finds that approval requires all public improvements associated with and required for the proposed plat of survey be:

- Installed prior to creation and recordation of the official plat of survey and prior to issuance of zoning or building permits.
- Delayed, subject to an improvement guarantee as described in Section 23.409.
- Not Applicable, if subdivision requirements are waived by the City Council.



ATTACHMENT A- LOCATION MAP



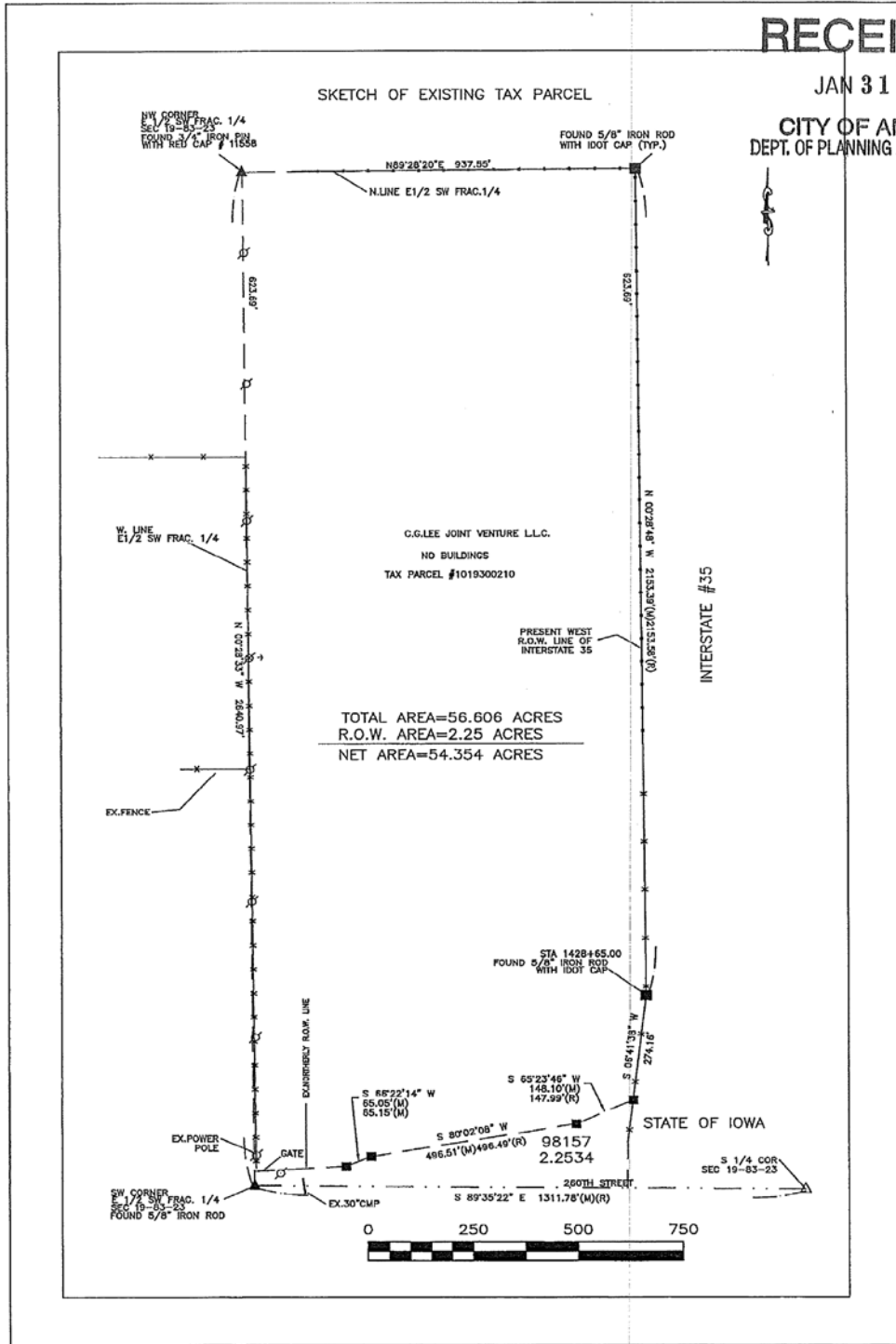
Proposed Plat of Survey Location 

ATTACHMENT A- EXISTING PARCEL

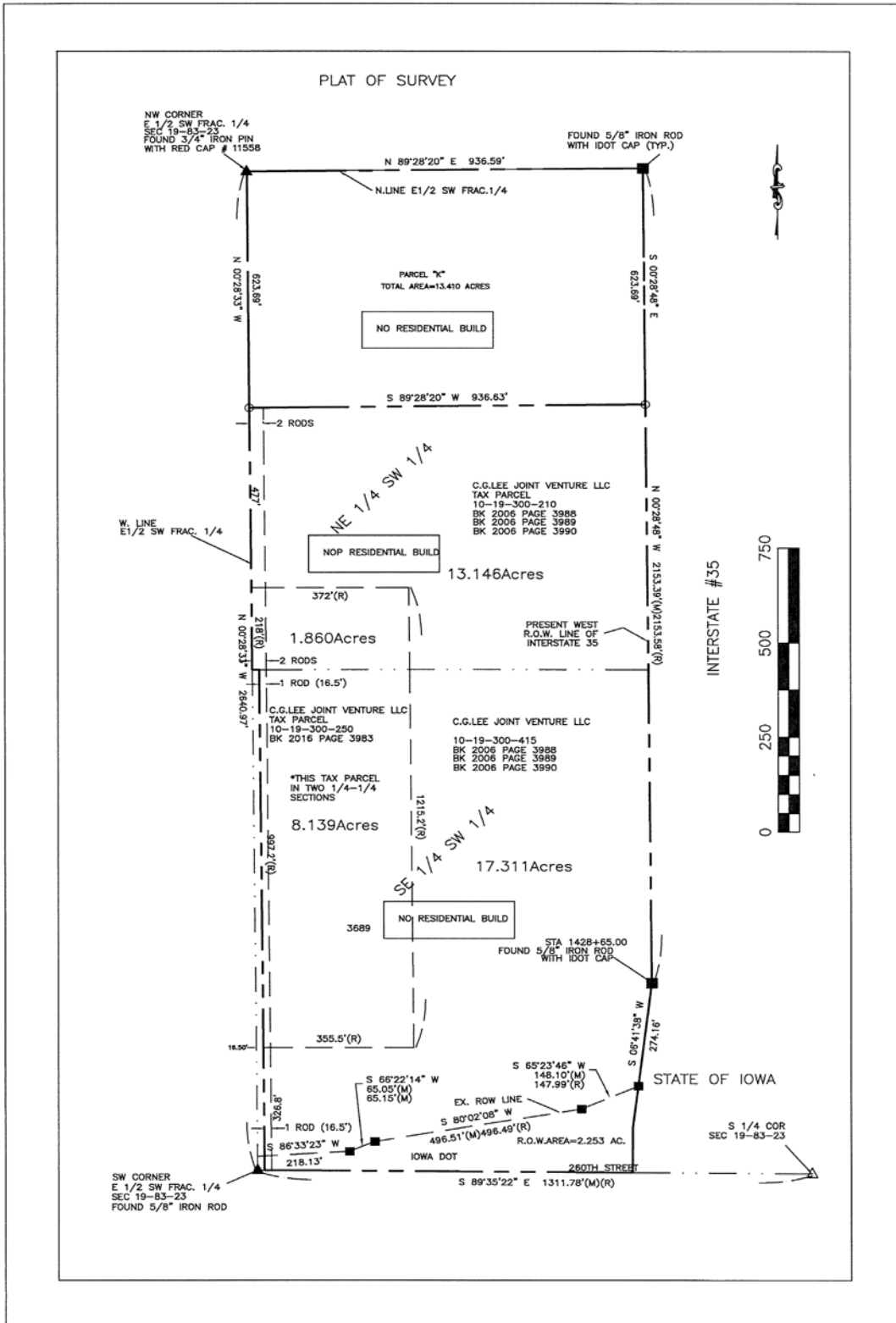
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JAN 31 2020

CITY OF AMES IA  
DEPT. OF PLANNING AND HOUSING



# ATTACHMENT B- PLAT OF SURVEY



ITEM #: 37  
DATE: 04-14-20

**COUNCIL ACTION FORM**

**SUBJECT:** PRELIMINARY PLAT FOR CORNER OF SE 16<sup>TH</sup> STREET AND S DAYTON AVENUE AT 1499 S DAYTON AVENUE.

**BACKGROUND:**

Wheelock Corner Subdivision is a proposed 16.47-acre development on the northwest corner of the intersection at SE 16<sup>th</sup> Street and S Dayton Avenue. See a location map in Attachment A. The property owner, DW Holdings, LLC., requests approval of a preliminary plat creating 6 lots. There are six developable parcels and proposed public – right-way, Isaac Newton Drive, that will provide access throughout the development. (Lot Layout-Attachment B)

All six lots will have access off of the newly extended Isaac Newton Drive. Direct access to SE 16<sup>th</sup> Street and S Dayton Avenue will be prohibited. Shared access to the Theisen’s will also remain.

The entire site is located within the floodplain and are subject to requirements of Chapter 9 of the Ames Municipal Code. At the western end of the site, a portion of Lots 2 and 3 (3.66 Acres) lie within the Floodway. No development is proposed in this area; however, storm water management features are located in this area. Development within the Fringe area is required to have a building’s finished floor three feet above the base flood elevation. Grading and fill for the individual lots will occur at the time of their development. Any disturbance in the Floodway is required to meet a no-rise standard for the base flood elevation.

The floodway area of Lots 2 and 3 are located in the Environmentally Sensitive Overlay District, O-E. This site is the first project to request approval of grading or improvements that lie within the O-E District. The standards of Ames *Municipal Code*, Section 29.1103, intend to protect designated natural resource areas by using an environmental assessment (Attachment F) and requiring mitigation of significant issues related to identified environmental conditions. In this case, consideration of potential flooding, wetlands, riparian habitat, and woodland impacts. Based upon the biological assessment and review of Chapter 9 Flood Plain regulations, the proposed storm water detention facilities do not cause and significant adverse impact on the identified resources. Note that in the site exhibits of Attachment F, the study area includes lands to the west of the proposed subdivision.

Water, sanitary, and storm sewer are all proposed within the subdivision. Five-foot sidewalks are proposed on both sides of Isaac Newton Drive and along S Dayton Avenue. A shared use path already exists along SE 16<sup>th</sup> Street. Future street improvements are planned for S Dayton and SE 16<sup>th</sup> Street that are not related to the proposed subdivision.

**Planning and Zoning Commission:** At its meeting on March 18, 2020, the Ames Planning and Zoning Commission voted 4-0 to recommend approval of the preliminary plat to the City Council **with a condition** that the applicant clarify the preservation of the oak woodlands that were identified in the inventory. The applicant was not in attendance at the meeting.

After Commission's discussion of the Environmental Assessment Report, a **recommendation for approval was made with the condition that the applicant clarify the preservation of the oak woodlands** that were identified in the Environmental Assessment Report. Staff has responded to this recommendation of the Planning and Zoning Commission by adding a condition for creation of a conservation easement related to tree preservation prior to approval of the final plat.

**ALTERNATIVES:**

1. The City Council can approve the Preliminary Plat for Wheelock Corner Subdivision, subject to approval of Flood Plain Permit by the City of Ames and other affected agencies and with the condition that the applicant provide a Conservation Easement prior to final plat approval related to preservation of Oak woodlands that were identified in the inventory.
2. The City Council can approve the Preliminary Plat for Wheelock Corner Subdivision, subject to approval of Flood Plain Permit by the City of Ames and other affected agencies.
3. The City Council can deny the Preliminary Plat for Wheelock Corner Subdivision, by finding that the Preliminary Plat does not meet the requirements of Section 23.302(3)(b) or Section 23.603 of the Ames Municipal Code and by setting forth its reasons to disprove or modify the proposed preliminary plat as required by Section 23.302(4) of the Ames Municipal Code.
4. The City Council can defer action on this request to the next regular meeting and refer it back to City staff and/or the applicant for additional information.

**CITY MANAGER'S RECOMMENDED ACTION:**

This preliminary plat proposal includes six developable commercial lots. The preliminary plat identifies all the necessary infrastructure to serve the proposed commercial lots, reserves the Floodway from any development, and dedicates a portion of right-of-way for sidewalk extension to the City's trail system. The Environmental Assessment Report shows no adverse impact to environmentally sensitive areas, e.g. wetlands and established woodlands, in the floodway due to the design and location of the improvements as well as no rise in the base flood elevation as the result of the construction of the storm water detention basin. However, an additional step of providing a Conservation Easement that prohibits the removal of healthy and mature trees provides additional support towards preserving the identified oak woodland resources consistent with the intent of the Overlay.

City staff has reviewed the proposed plat and find it conforms to the requirements of the Ames Subdivision regulations in meeting infrastructure requirements with appropriately designed lots for commercial use. Prior to final plat approval the applicant will seek additional permits for flood plain improvements and each site development permit will also require individual flood plain permits.

Therefore, it is the recommendation of the City Manager that the City Council support Alternative #1 thereby approving the Preliminary Plat for Wheelock Corner Subdivision, subject to approval of Flood Plain Permit by the City of Ames and other affected agencies and with the condition that the applicant provide a Conservation Easement prior to final plat approval related to preservation of Oak woodlands that were identified in the inventory.

## **Addendum**

### ***General Site Info***

The site is currently an unplatted parcel of about 16.4 acres. The site is zoned Highway Oriented Commercial, HOC and has the Southeast Gateway Overlay District designation. The site is relatively flat although, approximately 3.6 acres, is located within the Environmental Sustainability Overlay. Attachment F includes the required Environmental Assessment Report.

The site has commercial development on the north, east, and south sides and all are zoned Highway Oriented Commercial (HOC). The Southeast Gateway Overlay designations exists on the properties to the east and south. The adjacent land to the west is located within the Floodplain and undeveloped at this time. See Attachment C.

### ***Lots***

The proposed preliminary plat will yield six developable lots. The lot sizes range from .75 acres to 4.70 acres. The approximate western half of Lots 2 and 3 will not be developable since they are located within the Environmentally Sensitive Overlay District. Note that by having this area as part of the individual lots rather than as a separate outlot, it allows for calculation of development standards for floor area ratio to occur across the gross lot area, therefore allowing for more development potential in relation to floor area ratio limitations.

Notably, Theisen's has an existing driveway access through the site. This existing access is incorporated into area of proposed Lot 1.

Along the southern boundary of the proposed plat, there is a 0.45 acre parcel owned by Story County. This parcel will remain as is in ownership and size. This parcel was purchased by Story County with federal funds under a flood mitigation buyout program with the condition that no changes can be made to it or construction upon it. The applicant will landscape this lot and includes drainage swale through this area with acceptance by Story County. The lot will function as "front yard" area along SE 16<sup>th</sup> Street.

### ***Streets***

A new street, Isaac Newton Drive will run through the site, providing a connection between SE 16<sup>th</sup> Street and S Dayton Avenue. It will be designed as a Commercial Collector street, with a 66-foot right-of-way, with a paving width of 31 feet. Access to all lots will be off Isaac Newton Drive. Direct access to SE 16<sup>th</sup> and S Dayton Avenue will be prohibited. The City is in the process of planning for street improvements at the intersection of S Dayton Avenue and SE 16<sup>th</sup> Street. These improvements are unrelated to the proposed development but spacing and right-of-way needs have been coordinated with the proposed plat layout.

### ***Water***

An 8-inch public water main will be extended along the Isaac Newton Drive right-of-way from an existing off-site main on the south side of SE 16<sup>th</sup> Street. This public water main

will be providing service to future proposed hydrants and extensions of the main will serve each commercial lot.

### ***Sewer***

An 8-inch public sanitary sewer line running through it currently. It will be extended along the Isaac Newton Drive right-of-way from an existing main that is already extended from S Dayton Avenue. Manholes will be installed and public sanitary sewer mains will provide service all lots.

### ***Sidewalks and Trails***

A five-foot sidewalk is required and will be installed along the frontage of Isaac Newton Drive on both sides of the right-of-way. A five-foot sidewalk will be installed along S Dayton Avenue. An eight-foot shared use path already exists along SE 16<sup>th</sup> Street. A sidewalk ramp already exists to allow pedestrians to cross S Dayton Avenue. There is not a ramp proposed to provide a crossing to the south side of SE 16<sup>th</sup> Street due to a lack of receiving sidewalk facility. Future improvements at that that intersection will address appropriate and safe pedestrian crossing requirements.

A private drive already exists from the Theisen's site south to connect with S Dayton Avenue. This private drive will remain and connect with the new street, Isaac Newton Drive. A sidewalk crossing will be installed to the north of this intersection to allow pedestrians to safely cross this frontage drive, since no changes are proposed to its current design.

### ***Storm Water Management***

Public Works staff has reviewed the storm water management plan and finds that it meets the capacity requirements of the City's ordinances. Further storm water information will be needed prior to approval of a Minor Site Development Plan for each lot. For the purposes of this preliminary plat, the proposed grading and detention plans can be approved. A majority of the storm water runoff will be directed to a detention basin in the western half of Lot 3. The northern half of Lots 1 and 2 will drain to the north to an existing off-site basin.

### ***Flood Plain***

The western portion of Lots 2 and 3, approximately 3.6 acres is located within the floodway. (See Attachment D). The rest of the site is located within the Floodway Fringe. Development within the Floodway Fringe is allowed provided that buildings are elevated or flood proofed to 3 feet above the Base Flood Elevation (BFE or the water surface level of a flood having a 1 percent chance of occurring in any given year). Anything within the Floodway is severely restricted and usually requires explicit approval by the City Council through a Major Site Development Plan or a Preliminary Plat. In this case, no development is proposed in the Floodway, other than the storm water facility. The proposed grading is subject to the requirements of Flood Plain Zoning ordinance (Ames Municipal Code Chapter 9) and the Environmental Overlay standard of Chapter 29.



### ***Environmental Assessment Report***

An Environmental Assessment Report is required as part of the Preliminary Plat approval as the storm water detention basin for the development contained within the preliminary plat is to be located in the O-E District, which qualifies as a development use in the regulatory floodway (Chapter 9 of the Ames Municipal Code). This report (Attachment F) is a supplement to the City's flood plain regulations and must show that the project will protect designated natural resources areas through a natural resource inventory and mitigate any negative effects on the floodway, or negative effects on the development as a result of locating improvements in the designated area.

The Environmental Assessment report was completed by Impact 7G on behalf of the developer. A portion of the study area is not part of this preliminary plat. It is on the property to the west and is under the same ownership. Approximately, 1.4 acres of the study area included is an Oak woodland area forested. This forested area is on the western half of Lot 2 and does extend south onto Lot 3. As part of the review of the report and discussion at the Planning and Zoning Commission meeting, it was stressed that this wooded area should be preserved. The applicant did move the extent of the grading outside the dripline of the trees. It is located within the floodway. Most work in a floodway would need a Floodplain permit. However, there is no specific preservation method for the forested area laid out. Staff assumes that the intent is to preserve the oak woodland area but nothing in the Floodway regulations prevents or requires review prior to tree removal. Requiring a Conservation Preservation Easement would be needed that included language prohibiting the removal of trees. Staff feels that a Conservation Preservation Easement would be the most direct way to protect the forested area.

The report indicates that the proposed storm water detention basin will not disturb any wetlands or any impact on woodland areas. The applicant made adjustments to the original design in response to the findings of the assessment. The grading plans also show the elevation in the floodway will have no rise as a result of the project and any excess soil or dirt will be removed from the floodway thereby not causing a shift in elevation from one location to another. The construction of the detention basin can be seen to not have a negative impact on water flow within the stream channel of the Skunk River as any flooding would be accommodated within the storm water detention basin capacity, which currently does not exist.

ATTACHMENT A: LOCATION MAP

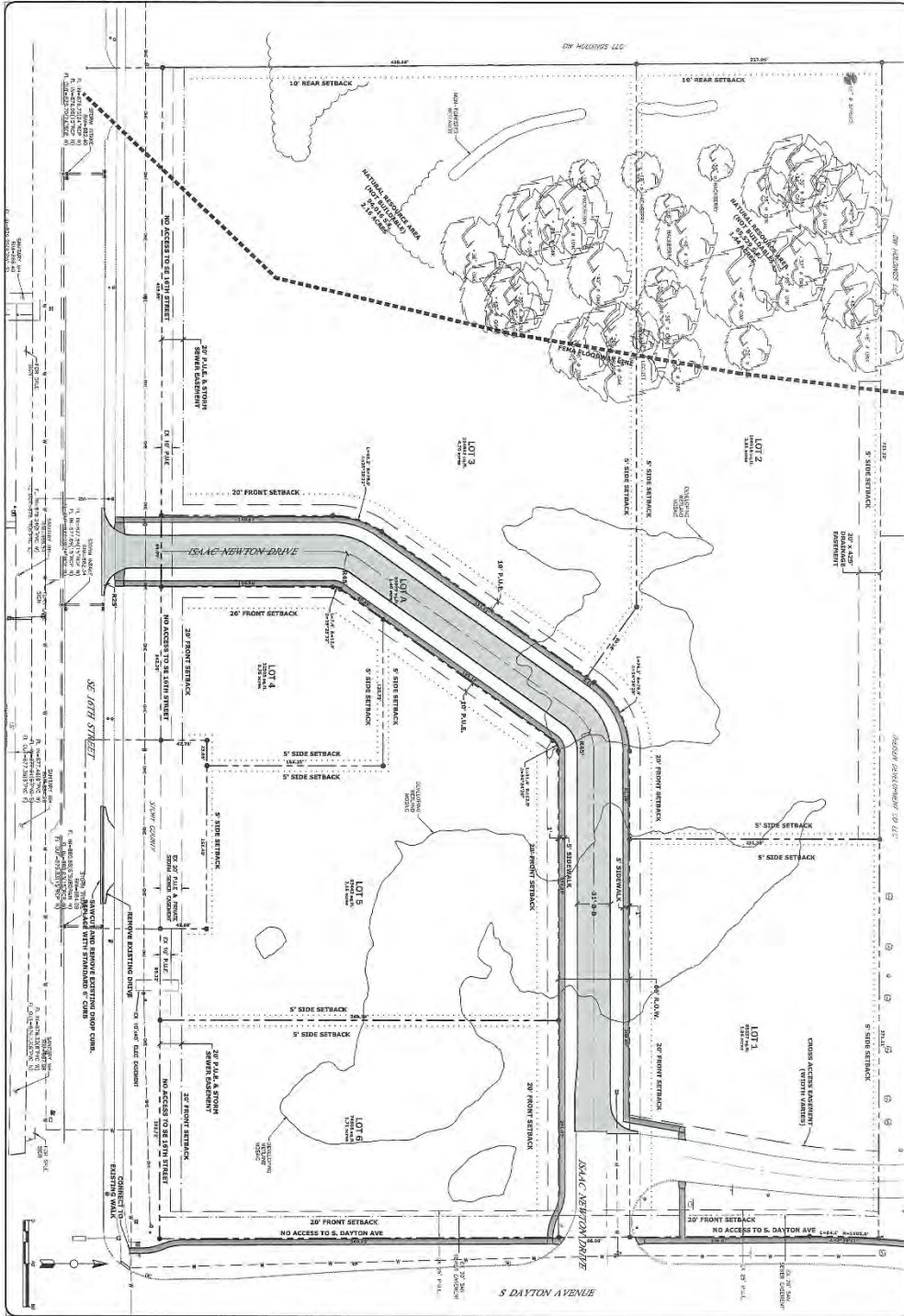


Wheelock Corner Subdivision  
Preliminary Plat



# ATTACHMENT B: PRELIMINARY PLAT LOT LAYOUT

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12/15/2011	12/15/2011	12/15/2011



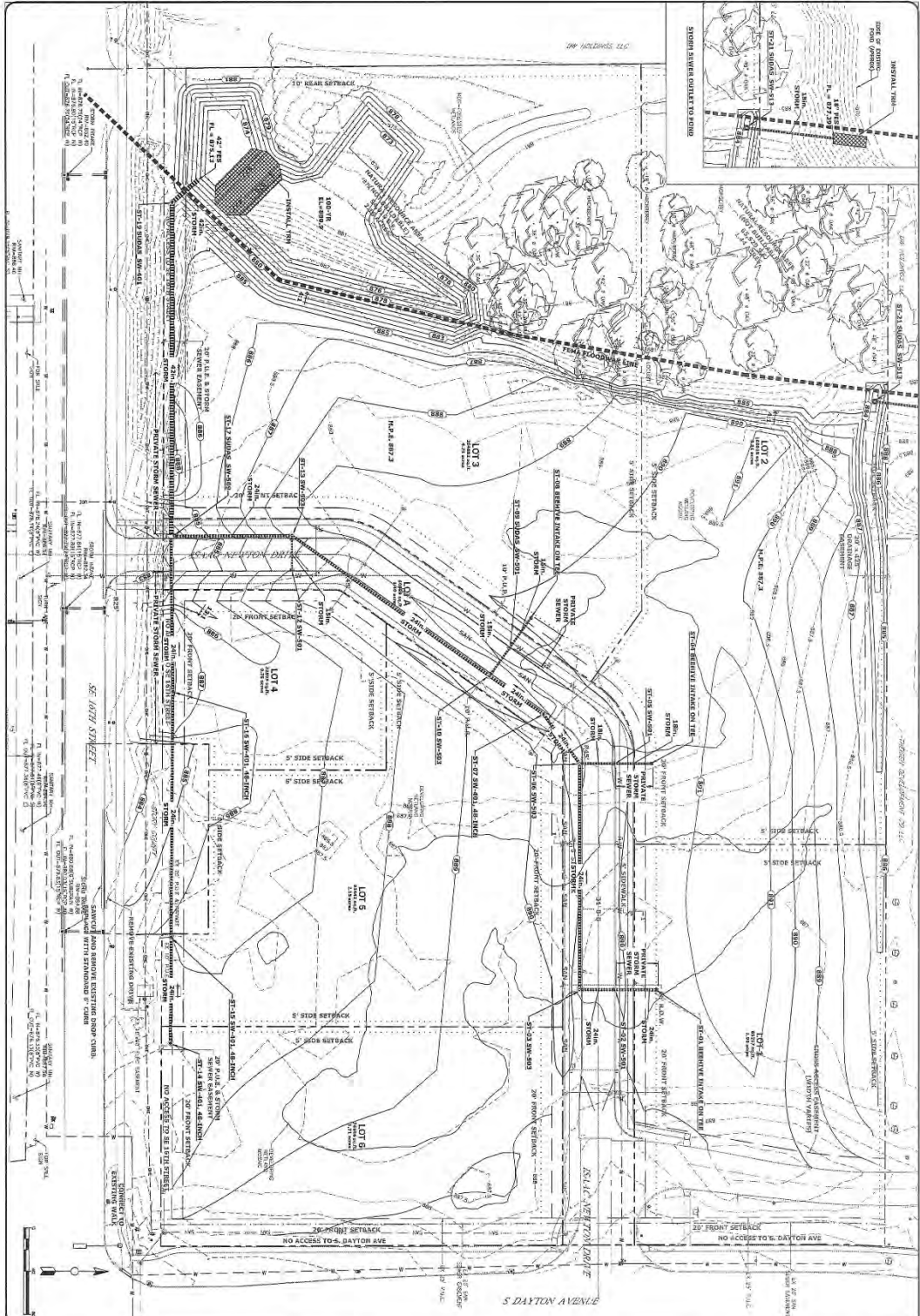
LOT LAYOUT & DIMENSIONING PLAN  
 WHELOCK COASTER SUBDIVISION  
 1495 S. DAYTON AVE  
 AMES, IA



FOX Engineering Associates, Inc.  
 414 South 17th Street, Suite 107  
 Ames, Iowa 50010  
 Phone: (515) 233-0000  
 FAX: (515) 233-0103

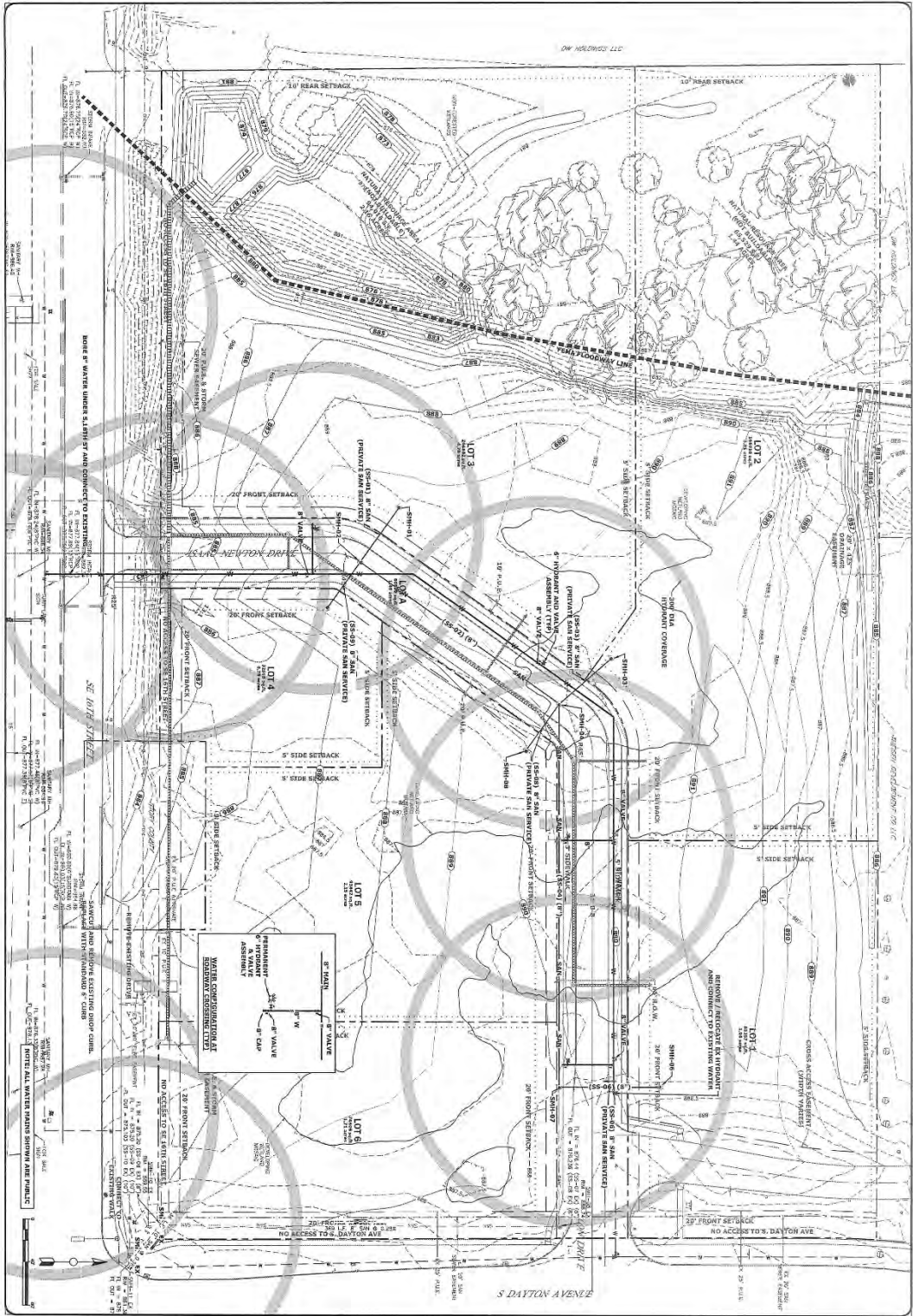
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PROJECT INFORMATION		
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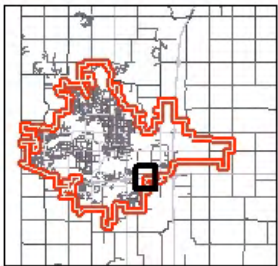
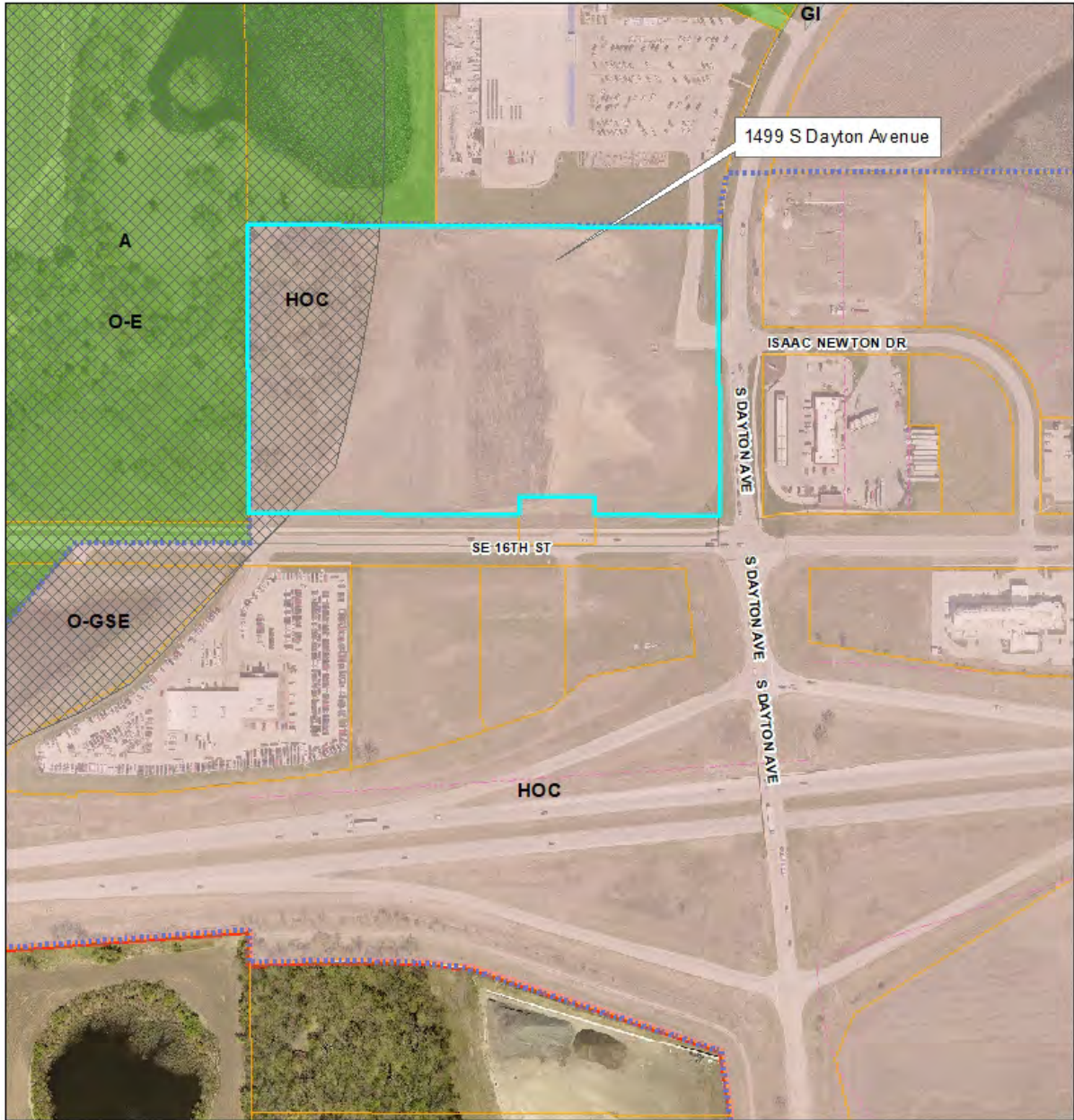
<p><b>C2.1</b></p>	<p><b>GRADING &amp; STORM SEWER PLAN</b>          WHEELOCK CORNER SUBDIVISION          1499 S. DAYTON AVE          AMES, IA</p>				<p>FOX Engineering Associates, Inc.          414 South 17th Street, Suite 107          Ames, Iowa 50010          Phone: (515) 233-0060          Fax: (515) 233-0100</p>																																	
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DATE	REVISION
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08/21/2011	FOR PRELIMINARY REVIEW
05/17/2011	FOR PRELIMINARY REVIEW
04/27/2011	FOR PRELIMINARY REVIEW

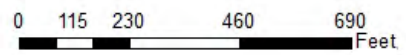


<b>C3.1</b>	<b>SANITARY SEWER &amp; WATER MAIN LAYOUT</b> WHEELOCK CREEK SUBDIVISION 1499 S. DAYTON AVE AMES, IA	 <b>FOX engineering</b>	FOX Engineering Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 Fax: (515) 233-0102	DATE: 12/15/2011 REVISION: 12/15/2011 DRAWN: KAS CHECKED: KAS LAST UPDATED: 03/04/2011
	DESIGNED BY: KAS DATE: 12/15/2011		BY: KAS DATE: 03/20/11	
	DRAWN BY: KAS DATE: 03/20/11		BY: KAS DATE: 03/20/11	

# ATTACHMENT C: ZONING



**Location Map  
1499 S Dayton Avenue**



**ATTACHMENT D: FLOOD PLAIN**



**Wheelock Corner Subdivision  
1499 S Dayton Avenue**

## ATTACHMENT E: APPLICABLE SUBDIVISION LAW

The laws applicable to this Preliminary Plat Subdivision include, but are not limited to, the following: (verbatim language is shown in *italics*, other references are paraphrased):

Code of Iowa Chapter 354, Section 8 requires that the governing body shall determine whether the subdivision conforms to its Land Use Policy Plan.

Ames Municipal Code Chapter 23, Subdivisions, Division I, outlines the general provisions for subdivisions within the City limits and within two miles of the City limits of Ames.

Ames Municipal Code Section 23.302(5):

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

Ames Municipal Code Section 23.302(6):

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

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



**ATTACHMENT F: ENVIRONMENTAL ASSESSMENT REPORT**

3/9/2020

City of Ames, Iowa



## MEMO: Sec. 291103 "O-E" Written Inventory, Wheelock Corner Subdivision

To Whom it Concerns:

On behalf of Fox Engineering, Impact7G is providing the following assessment of the potential impacts to Environmentally Sensitive areas, as defined in 29.1103 "O-E" Environmentally Sensitive Area Overlay of the Ames City Zoning Code, associated with the Wheelock Development, located in Ames, Iowa.

### Environmentally Sensitive Areas Not Present

The following Environmentally Sensitive Area types are not present, based on sources provided.

- **Parks and Open Space Areas**
- **Aquifer Protection Areas**
- **Prairie<sup>1</sup>**
  - Impact 7G reviewed vegetation present throughout the project areas. No significant assemblages of native grass species are present, per Norris, 1995.
- **Streams<sup>2</sup>**
  - Impact 7G conducted onsite wetland and waters of the U.S. identification throughout the project areas. No stream areas are present, per Norris, 1995.
- **Special Resources<sup>3</sup>**

### Environmentally Sensitive Areas Present

Any Environmentally Sensitive Area types identified within the parcel or development vicinity, and thus with the potential to be impacted for the above development, are listed below with status and comment.

#### Green-ways

- No Impact; resources avoided.
  - An area designated as Green-way<sup>4</sup> is located on the western edge of the parcel. No development is currently proposed within several hundred feet of the Green-way.

#### Floodway & Flood Plains

- Impact to be permitted; State permit required.
  - Current design calls for excavation and removal of soil from the existing grade and has been positioned on the preliminary platting to avoid all wetland and woodland resources. Activities within the floodway & floodplain will be coordinated through Iowa Department of Natural Resources (DNR) Floodplains Department. Only excavation will occur within Floodplain designated areas. No activity will commence in Floodplain or Floodway areas prior to issuance of DNR Floodplain permits.

---

<sup>1</sup> Norris, 1995, A natural area inventory of Ames, Iowa, Iowa State University

<sup>2</sup> Norris, 1995, A natural area inventory of Ames, Iowa, Iowa State University

<sup>3</sup> Norris, 1995, A natural area inventory of Ames, Iowa, Iowa State University

<sup>4</sup> Ames Landuse Policy Plan and Ames Urban Fringe, ArcGIS online Map Viewer, accessed 3/9/2020:  
[http://amesgisweb.city.ames.ia.us/arcgis/rest/services/Ames\\_Zoning/Ames\\_LUPP\\_AUF/MapServer](http://amesgisweb.city.ames.ia.us/arcgis/rest/services/Ames_Zoning/Ames_LUPP_AUF/MapServer)

**Designated Natural Resource Areas**, as defined in *A natural area inventory of Ames, Iowa*.<sup>5</sup>

- **Wetland:** No impact; resources avoided
  - Delineated wetlands<sup>6</sup> will not be impacted by project activities as all design plans entirely avoid wetland areas.
  - There are several wet or wetland-like areas (marked as developing wetland mosaic on preliminary platting maps) that are likely the result of soil compaction due to the operation of construction and farming equipment. These areas are likely to be found as non-jurisdictional by the United States Army Corps of Engineers (USACE)– resulting in no impact to wetlands pending a determination by the USACE.
- **Woodland:** No impact; resources avoided.
  - Woodlands<sup>7</sup> present within the project vicinity will not be impacted by development activities. No trees in woodland areas will be removed. Grading and equipment operation will occur outside the drip line of woodland canopies to the greatest extent possible to prevent incidental damage to the trees' roots.

In summary, the planned Wheelock Corner Subdivision will have no impacts to wetlands, no removal of woodland trees, and no negative impacts to the FEMA regulatory floodway of the South Skunk River, once permitted. No other potentially designated Environmentally Sensitive Areas are present.



Chant Eicke, Senior Project Manager  
Impact7G, Inc.

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<sup>5</sup> Norris, 1995, *A natural area inventory of Ames, Iowa*, Iowa State University

<sup>6</sup> Impact7G, 2020, *Natural Areas Inventory Report*, provided or available upon request.

<sup>7</sup> Impact7G, 2020, *Natural Areas Inventory Report*, provided or available upon request.

# Natural Resources Inventory



Wheelock Development Environmental Services

Prepared for:

FOX Engineering Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010

Prepared by:



Impact7G, Inc.  
310 Second St.  
Coralville, Iowa 52241  
Project #: FoxEng-001

October 3, 2019  
Revision: 1/8/2020

**RECEIVED**

FEB 20 2020

CITY OF AMES IA  
DEPT. OF PLANNING AND HOUSING

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# 1.0 Executive Summary

## 1.1 Purpose & Need

Impact7G, (I7G) was contracted by FOX Engineering & Associates, Inc. to complete a wetland delineation investigation and natural resources inventory for the proposed Wheelock Development, per City of Ames environmental regulations. The intent of this investigation and report is to document existing site conditions, at the time of investigation, as may be of consequence to any potential city, state, or federal regulatory compliance needs.

## 1.2 Location

Street Address: 1499 South Dayton Ave  
Ames, Iowa 50010

Township: 83N

Range: 24W

Section: 12

Quarter: SW & SE

See Figure C for Location Map.

## 1.3 Summary Findings

Impact7G delineated 0.29 acres of non-forested wetland and identified farmed areas of developing wetland mosaic within the project boundary.

Other environmentally sensitive natural resources present within the investigation area include several large native oak trees that provide elevated habitat and ecological value.

# 2.0 Methodology

For the purposes of the natural resource inventory, a field evaluation was conducted whereby all areas within the project boundary were walked and photographed to identify areas of sensitive resources, elevated diversity, remnant, or other habitat indicators.

## 2.1 Delineation of Wetlands

Field analysis was completed using the routine onsite determination method defined in the *U.S. Army Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory, 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region* (USACE, 2010). Delineation data points and wetland boundaries were recorded across the site and associated shapefiles are available upon request.

## 2.2 Delineation of Streams & Tributaries

For the purposes of this report, streams & tributaries are characterized by having both a defined bed and bank, and an ordinary high water mark (OHWM).

## 2.3 Ditches

Any areas identified as ditches within the project area were specifically designed and are maintained to promote roadway or other drainage. Ditches exhibiting wetland characteristics (hydrophytic vegetation,

hydric soils, or wetland hydrology), that were constructed in upland areas are not identified as wetlands or other waters of the U.S. For the purposes of this report, ditches or portions of ditches meeting wetland characteristics that were likely constructed in pre-existing wetlands and/or intersect existing wetlands, or other waters of the U.S., are identified as wetlands. Furthermore, ditches are distinguished herein from streams or tributaries if they lack a defined bed and bank, ordinary high water mark, and perennial flow.

### 3.0 Discussion of Findings

Wetland delineation fieldwork was completed on 9/23/2019, by:

Will Downey, Certified Wetland Delineator

Tyler Dursky, Certified Wetland Delineator

#### 3.1 Current Conditions

The eastern half of the investigation area consists of row-crop agriculture, in soybeans at the time of delineation. Aerial imagery dating back to 2005 indicates frequent soil disturbance, intensive row-crop agriculture, and grading activities within the eastern, currently agricultural, area.

In the central portion of the investigation area, just to the west of the agricultural field, remnant oak woodland is present that has persisted since prior to the 1930s. See Figure A: Natura Resource Map. These remnant oaks provide elevated habitat and ecological value. In the central-to-western portions of the investigation area, the tree and shrub species present are generally common-to-opportunistic and weedy species with the exception of a few isolated and scattered oaks. Generally, the trees and shrubs consist of cottonwood (*Populus deltoides*), mulberry (*Morus alba*), silver maple (*Acer saccharinum*) and box-elder (*Acer negundo*). Evidence of any remnant savanna or tall grass prairie herbaceous species was absent throughout the investigation area with vegetation dominated by common and non-native grasses and annuals.

The western half of the project area is an upper river terrace of the South Skunk River, which contains an old stream meander channel which no longer conveys water, likely due to past alterations of the upstream watershed. This old channel is mapped as intermittent stream on USGS Topographic Maps (Figure D) but currently has no defined bed or bank, and no indicators of an OHWM.

The Palmer Hydrologic Drought Index for the week of the wetland delineation indicates wetter than normal conditions (moderately moist) for the region. According to the Iowa Environmental Mesonet data available through Iowa State University, Ames Iowa had received approximately 0.93 inches of total rainfall in the seven days preceding field work. Within the investigation area most wetland boundaries were delineated based on geomorphology and landscape position. Soils were also readily distinguishable between upland and wetland areas.

National Wetland Inventory (NWI) mapping indicates a PEM1A mapped wetland that roughly corresponds to the existing dry stream channel (Figure E). This NWI mapped wetland is not representative of data observed in the field, as much of the old stream channel contains insufficient hydrology indicators or non-hydric soils which do not meet the necessary wetland criteria. The western half of the investigation area has been mapped as regulatory floodway of the South Skunk River according to NFHL mapping (Figure F). SSURGO soils data indicates that the western half of the investigation area is predominantly mapped as 40% hydric soils and the eastern half of the investigation area is mapped as equal parts 5% and 100% hydric soils.

#### 3.2 Wetland Determinations

Within the agricultural field, areas of compaction and ponding water appear to have formed in various locations over recent years and are developing a diffuse mosaic of wetland features. These areas can generally be described as closed-to-concave areas with perched surface water or saturation and evidence of extended

ponding during typical wet periods. These areas appear to be developing a mosaic of wetland characteristics as a result of extensive and repeated disturbance and compaction during the past 5 years, with a history of disturbance dating back over 15 years. At the time of the delineation, soils within these areas were saturated from the soil surface to approximately 5-6 inches of depth, resulting in significantly stunted or entirely non-viable soybean plantings. Due to the stunted and stressed nature of upland plants, vegetation evaluated along the edge of the wetland area still met wetland indicator “Problematic Hydrophytic Vegetation” (Fox-01). Adjacent upland areas generally had no soil saturation in the upper 12” and few signs of crop stress (Fox-02). Typically, U.S. Army Corps of Engineers (USACE) does not take jurisdiction over areas with wetland features that were accidentally created due to recent grading or other activities resulting in temporary surface water impoundment, however, if left undisturbed, these areas will likely continue to develop into emergent wetland areas that may result in jurisdictional wetlands.

Non forested wetlands within the investigation area generally consist of closed depressions within an old stream channel. The channel no longer conveys water but does provide a catchment for rainwater and a flood basin during high flow events of the South Skunk River. Most wetland areas within this channel are linear in shape and were generally dominated by sedge species, violets, and mild water-pepper (Fox-06). Upland areas within this old channel have hydrophytic vegetation but lack redox features within the upper 12” of the soil and do not meet the FAC-Neutral Test for vegetation (Fox-03, Fox-05). Adjacent uplands appear to be better drained due to extent of sand within the soil profile.

One non forested wetland is located at the southwest corner of the investigation area (Fox-04, 0.11 acres) where the roadway intersects the former stream channel. This area is dominated by Kentucky blue grass and late goldenrod, with a few white mulberry, silver maple, and cottonwood trees/saplings. Surface water flows into the wetland area via the old stream channel and a roadside ditch. This ditch has hydrophytic vegetation but lacks enough wetland hydrology indicators to meet necessary wetland criteria. The wetland is drained by a road culvert which outflows on the south side of SE 16<sup>th</sup> Street.

Table 1: Delineated Wetland Areas

Wetland Type	Total Acres
Non Forested Wetland	0.29
Developing Wetland Mosaic	2.25

See also:

Figure B: Wetland Delineation Map

Appendix A: Photos

Appendix B: Wetland Delineation Datasheets

## 4.0 Regulatory Review

The U.S. Army Corps of Engineers regulates the discharge of dredged or fill materials into all regulated waters of the United States (WATERS), including wetlands and streams, in Section 404 of the Clean Water Act (USAEWES Environmental Laboratory, 1987). The process of Jurisdictional Determination, conducted by the U.S. Army Corps of Engineers, may determine that all or part of the WATERS delineated for this project are considered regulated. Based on the information provided, it appears this project may involve filling part of WATERS and therefore may require permits from the Corps of Engineers and the Iowa Department of Natural Resources prior to beginning work.

The Corps of Engineers normally requires acquisition of a Section 404 permit and mitigation when any WATERS impact is proposed. In general, there are two types of permits as described below.



Nationwide Permits: A nationwide permit is generally the simplest form of the 404 permits. Wetland loss of 1/2 acre or less is typically permitted under a Nationwide Permit. Stream impacts of 300 linear feet or less are typically permitted under a Nationwide Permit. This permit often requires preconstruction notification to the Corps for impacts to as little as 1/10 of an acre or less. Generally, this permit takes 30 to 45 days to obtain.

Individual Permits: An individual permit requires a full public interest review. A Public Notice is distributed to all known interested persons. After evaluating comments and information received, a final decision on the application is made. The permit decision is generally based on the outcome of a public interest balancing process in which the benefits of the project are balanced against the detriments. A permit will be granted unless the proposal is found to be contrary to the public interest. Processing time usually takes 60 to 120 days unless a public hearing is required or an environmental statement must be prepared.

During the permitting process for either type of permit, the Corps of Engineers requires that applicants first establish that impacts to WATERS cannot be avoided. Permit applicants then must demonstrate that reasonable efforts to minimize impacts to WATERS have been made in the design and construction plans. Having taken the first two steps, applicants then must provide a plan for compensation, usually through mitigation, for unavoidable impacts. In general, our experience has been that the Corps requires in-kind mitigation be done at a minimum ratio of one (1) to one (1) but may require a compensation ratio of 1.5:1 to 2.5:1 (i.e., two and one-half acres of constructed wetland for every one acre of impact) in some circumstances.

## 5.0 Conclusions

Impact7G delineated 0.29 acres of non-forested wetland. Farmed areas with recently developing wetland characteristics due to compaction and recent disturbance were also identified, however, these areas are typically not considered jurisdictional by U.S. Army Corps of Engineers (USACE) but appropriate coordination is advised.

If proposed activities will impact these areas, consultation with USACE and the Iowa Department of Natural resources is strongly recommended

Other environmentally sensitive natural resources present within the investigation area include several large native oak trees that provide elevated habitat and ecological value.

*This report has been prepared for the exclusive use of our client, and for specific application to the project discussed. To the best of my knowledge the above statements, attachments, including those labeled and identified as enclosures, and all conclusions are true, accurate, and based on current environmental principles and science. No warranties, either expressed or implied, are intended or made. In the event that changes in the nature, design or location of the project as shown are planned, the conclusions and recommendations contained on this form shall not be considered valid unless Impact7G, Inc. reviews the changes and either verifies or modifies the conclusions of this form in writing. This report has been prepared by:*



Prepared by: Will Downey, Environmental Specialist

1/9/2020

Date

Reviewed by: Chant Eicke, PWS

## References

- Eggers, Steve D. and Reed, Donald M. 1997. Wetland Plants and Plant Communities of Minnesota & Wisconsin. U.S. Army Corps of Engineers, St. Paul District.
- Hurt, G.W. (ed.), 2006. Field Indicators of Hydric Soils in the United States, Version 6.0. USDA, NRCS, Baltimore, MD.
- "Iowa Environmental Mesonet." *Iowa State University*, 2 October 2019, <https://mesonet.agron.iastate.edu/>
- USAEWES Environmental Laboratory, 1987. Corps of Engineers Wetland Delineation Manual. Technical Report Y-87-1.
- U. S. Army Corps of Engineers (USACE), 2005. Subject: Ordinary High Water Mark Identification. Regulatory Guidance Letter No. 05-05. Date: 12/7/2005.
- U. S. Army Corps of Engineers (USACE), 2010. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region. ERDC/EL TR-08-27. Vicksburg, MS: U.S. Army Engineer Research and Development Center.
- "Weekly Palmer Drought Indices." *National Oceanic and Atmospheric Administration*, US Department of Commerce, 3 October 2019, <https://www.ncdc.noaa.gov/temp-and-precip/drought/weekly-palmers/>

## GIS & Mapping Layer Sources

All field data shown on maps for wetlands, waterways, bat tree habitat, and data points field-collected and post-processed using ArcGIS by Impact7G Inc., 2019.

Aerial photography provided by Iowa GEODATA (ArcGIS Server)  
Source: <https://geodata.iowa.gov/>

Base-mapping data provided by Iowa GEODATA, including:

- 2-foot contour lines
- USGS 24,000 Topographic Mapping
- National Wetland Inventory (NWI) mapping
- Source: <https://geodata.iowa.gov/>

Digital SSURGO Soils Data provided by USDA data gateway.  
Source: <http://datagateway.nrcs.usda.gov/>

**Figure A: Natural Resource Map**



# Figure B: Wetland Delineation Map



**Figure C: Location Map**

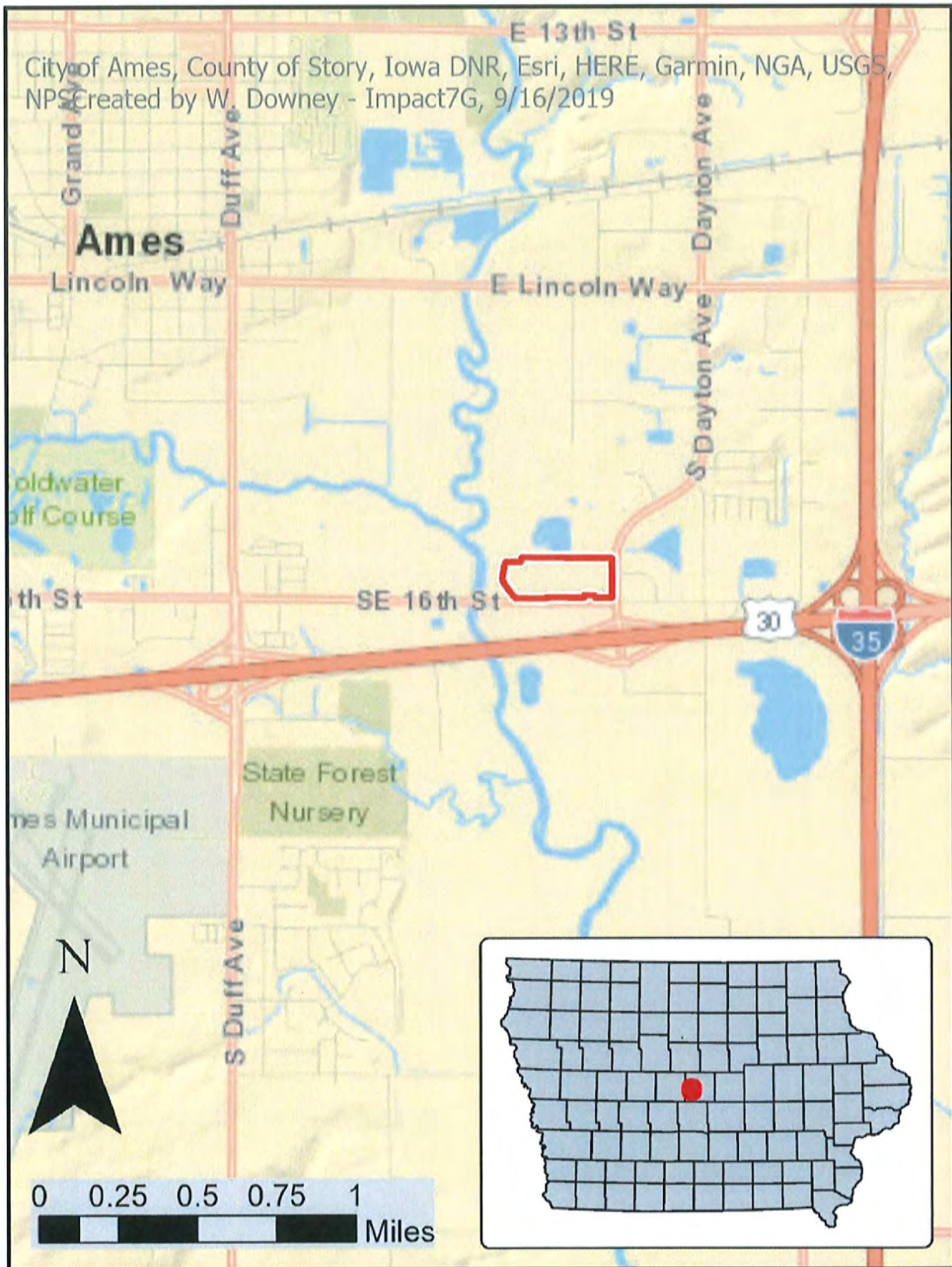
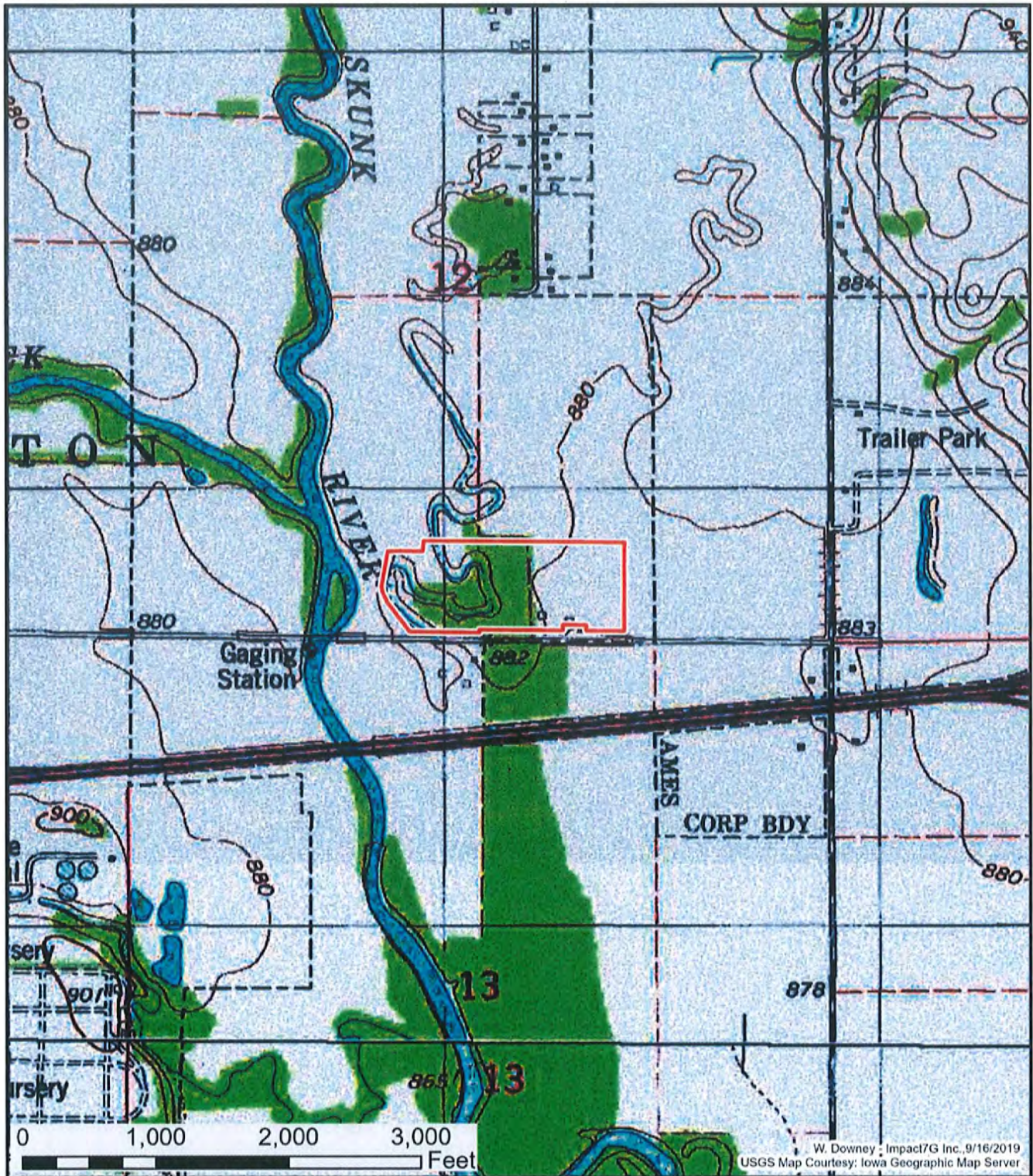


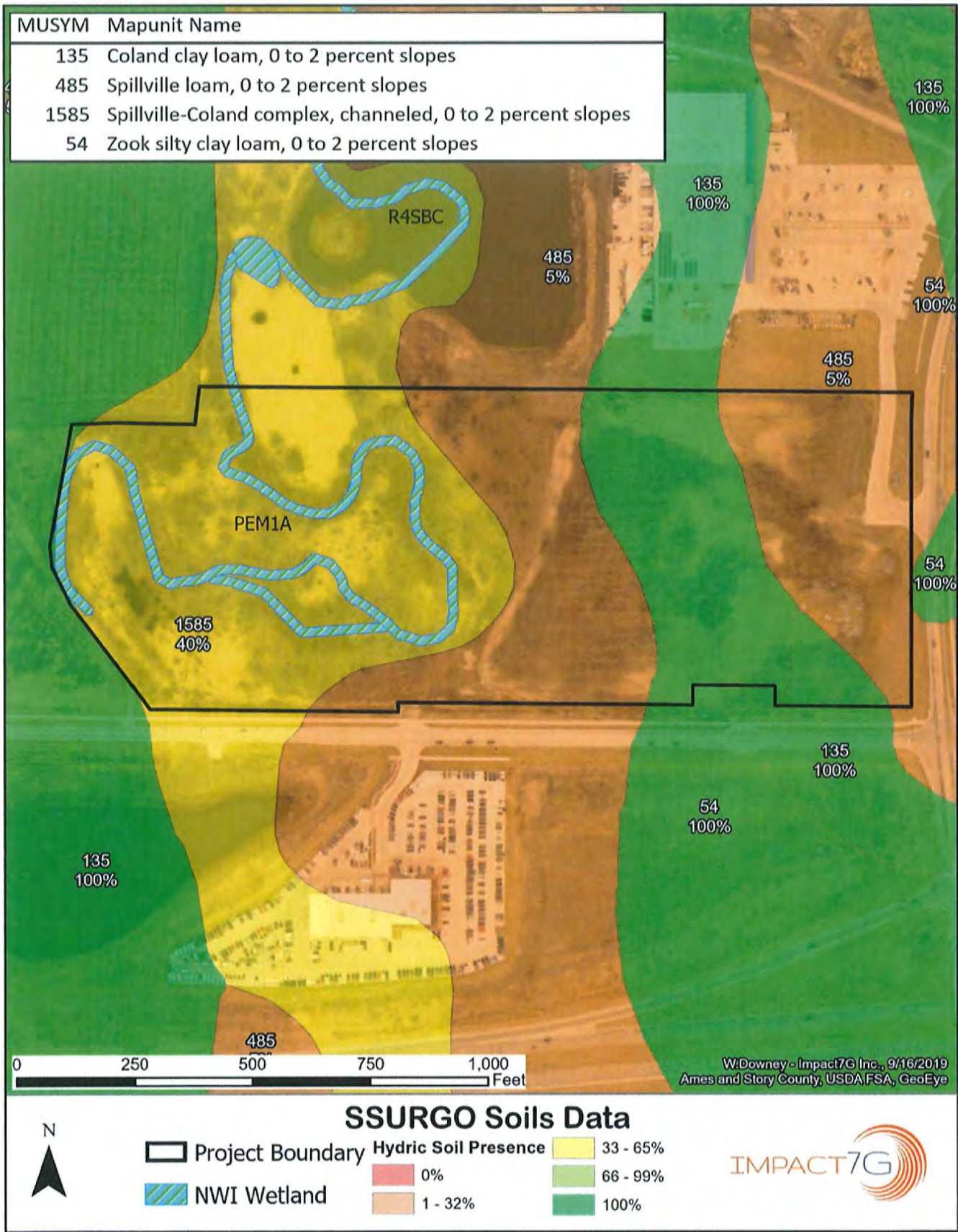
Figure D: USGS Topo 7.5 Minute Quadrangle Map



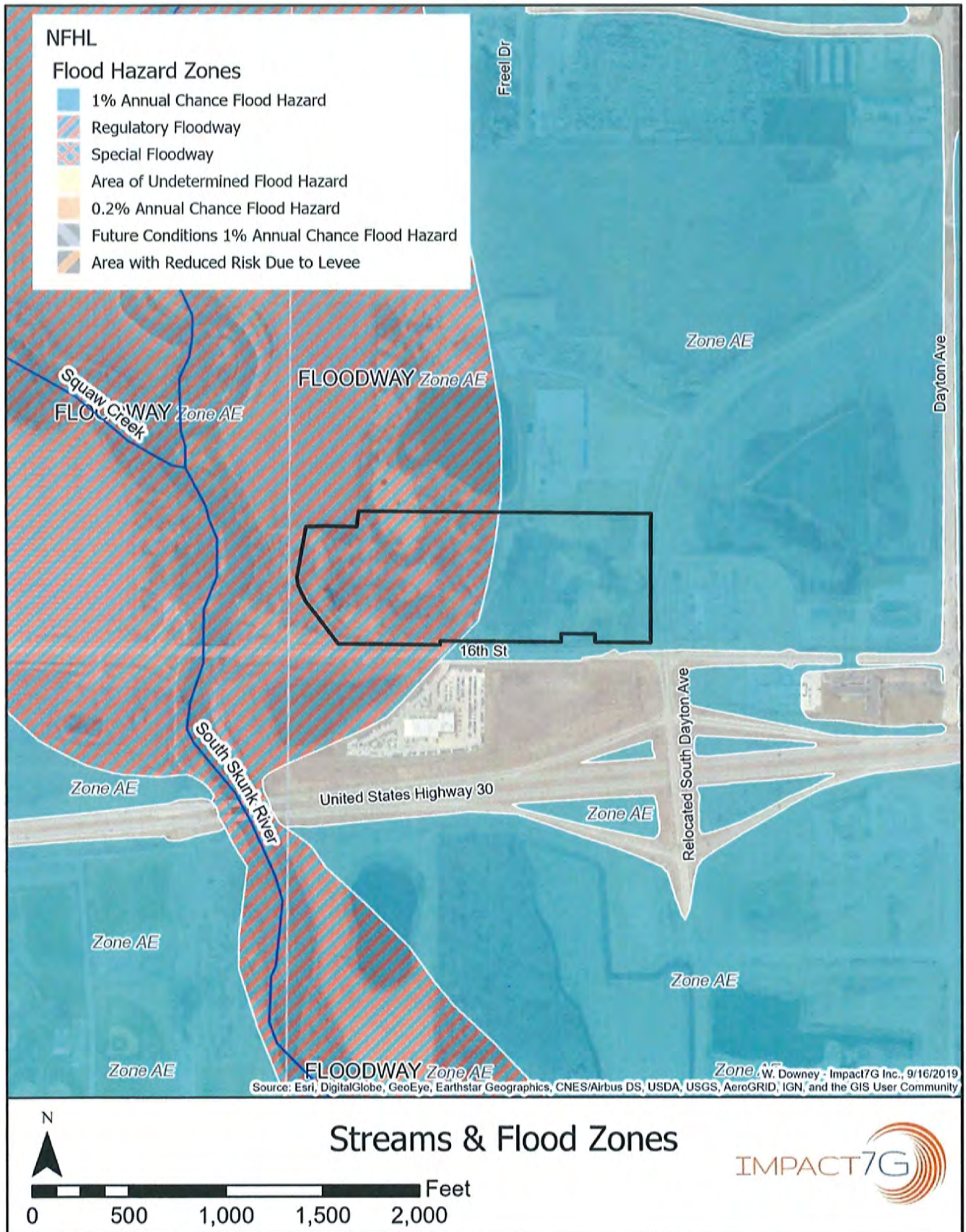
USGS 24,000 Topographic Map  
Ames East, IA



# Figure E: Soils and National Wetland Inventory (NWI) Map



**Figure F: NFHL Flood Map**





## Appendix A: Photos



**Photo 1: Developing Wetland Mosaic**  
Data Point: Fox-01  
Date: 9/23/2019  
Direction: West



**Photo 2: Upland Crop Field**  
Data Point: Fox-02  
Date: 9/23/2019  
Direction: South



**Photo 3: Upland - Old Stream Channel**  
Data Point: Fox-03  
Date: 9/23/2019  
Direction: North



**Photo 4: Non Forested Wetland**

Data Point: Fox-04

Date: 9/23/2019

Direction: Southeast



**Photo 5: Upland - Old Stream Channel**

Data Point: Fox-05

Date: 9/23/2019

Direction: West



**Photo 6: Non Forested Wetland**

Data Point: Fox-06

Date: 9/23/2019

Direction: North - At northern edge of wetland area. Old rubble and fill material located north of data point.



**Photo 7: Oak Woodland**

Date: 9/23/2019

Direction: South - Taken near edge of NFHL mapped floodway.



**Photo 8: Upland - Old Field**

Date: 9/23/2019

Direction: West - Taken in northwest ¼ of investigation area, between old stream meanders.

# Appendix B: Wetland Delineation Data Sheets

# Wetland Determination Data Form - Midwest Region

Project/Site: FoxEng-001      Wheelock Development Environmental Services      City/County: Ames, Story County      Date: 9/23/2019

Applicant/Owner: FOX Engineering Associates, Inc.      State: IA      Sample Point: Fox-01

Investigator(s): Impact7G Inc. Will Downey, Tyler Dursky      Section, Township, Range: Section 12, Township 83 N, Range 24 W

Landform (hillslope, terrace, etc.): Upper River Terrace      Local relief (concave, convex, none): concave

Slope (%) 0 %      Latitude(dd): 42.009741      Longitude(dd): -93.587722      Datum NAD 1983 UTM Zone 15N

Soil Map Unit Name: Spillville loam, 0 to 2 percent slopes

Are climatic / hydrologic conditions on the site typical for this time of year?    Yes     No  (If no, explain in Remarks.)

Are Vegetation  Soil  or Hydrology  significantly disturbed?      Are "Normal Circumstances" present?  No

Are Vegetation  Soil  or Hydrology  naturally problematic?      (If needed, explain any answers in Remarks.)

## Summary of Findings - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation present?

Hydric Soil present?

Wetland Hydrology present?

Is the Sampled Area within a Wetland?

Wetland

Non-Wetland

Wetland Type: developing wetland

**Remarks:**

Area recently disturbed by construction activities (frequently since 2005 according to NAIP photos). Wetlands are recently developed, it appears that 2018 or 2019 was the first year that this area was cropped. Soybeans in good condition in upland areas.

## Vegetation

Tree Stratum:	Plot size:	30ft radius, DBH >	Common Name	Absolute % Cover	Dominant Species?	Status
1.				0		
2.				0		
3.				0		
4.				0		
5.				0		

**Dominance Test worksheet:**

Number of Dominant Species That Are OBL, FACW, OR FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0% (A/B)

Sapling/Shrub Stratum:	Plot size:	15' radius	Common Name	Absolute % Cover	Dominant Species?	Status
1.				0		
2.				0		
3.				0		
4.				0		
5.				0		

**Prevalence Index worksheet:**

	Total % Cover of:		Multiply by:	
OBL species:	<u>0</u>	x 1	<u>0</u>	
FACW species:	<u>10</u>	x 2	<u>20</u>	
FAC species:	<u>20</u>	x 3	<u>60</u>	
FACU species:	<u>60</u>	x 4	<u>240</u>	
UPL species:	<u>45</u>	x 5	<u>225</u>	

Column Totals: 135 (A)    545 (B)

Prevalence Index = B/A = 4.04

Herbaceous Stratum:	Plot size:	5' radius	Common Name	Absolute % Cover	Dominant Species?	Status
1.			Portulaca oleracea	60	YES	FACU
2.			Glycine max	45	YES	UPL
3.			Panicum capillare	10	NO	FAC
4.			Cyperus esculentus	10	NO	FACW
5.			Setaria pumila	10	NO	FAC
6.				0		
7.				0		
8.				0		
9.				0		
10.				0		

**Hydrophytic Vegetation Indicators:**

- Dominance Test is >50%
- Prevalence Index is ≤3.0<sup>1</sup>
- Morphological Adaptations<sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation<sup>1</sup> (Explain)

<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Vine Stratum:	Plot size:	30ft radius, > 1m t	Common Name	Absolute % Cover	Dominant Species?	Status
1.				0		
2.				0		

Hydrophytic Vegetation Present?    Yes     No

Remarks: (Include photo numbers here or on a separate sheet)

Soybeans are heavily stunted and stressed. Hydrophytic vegetation present excluding stunted soybeans.

# Soils

Sample Point: **Fox-01**

**Profile Description:** (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks:
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-2	10YR 2/1						sil	
2-6	10YR 2/1		10YR 3/6	7	C	M	sil	
6-16	10YR 2/1						I	Fill material mixed in

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.      <sup>2</sup>Location: PL=Pore Lining, M=Matrix

### Hydric Soil Indicators:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Histosol (A1)                     | <input type="checkbox"/> Sandy Gleyed Matrix (S4)           | Indicators for Problematic Hydric Soils <sup>3</sup> |  |
| <input type="checkbox"/> Histic Epipedon (A2)              | <input type="checkbox"/> Sandy Redox (S5)                   |  |  |
| <input type="checkbox"/> Black Histic (A3)                 | <input type="checkbox"/> Stripped Matrix (S6)               |  |  |
| <input type="checkbox"/> Hydrogen Sulfide (A4)             | <input type="checkbox"/> Loamy Mucky Mineral (F1)           |  |  |
| <input type="checkbox"/> Stratified Layers (A5)            | <input type="checkbox"/> Loamy Gleyed Matrix (F2)           |  |  |
| <input type="checkbox"/> 2 cm Muck (A10)                   | <input type="checkbox"/> Depleted Matrix (F3)               |  |  |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input checked="" type="checkbox"/> Redox Dark Surface (F6) |  |  |
| <input type="checkbox"/> Thick Dark Surface (A12)          | <input type="checkbox"/> Depleted Dark Surface (F7)         |  |  |
| <input type="checkbox"/> Sandy Mucky Mineral (S1)          | <input checked="" type="checkbox"/> Redox Depressions (F8)  |  |  |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)      |   |  |  |
|  |   |  | <input type="checkbox"/> Coast Prairie Redox (A16)   |
|  |   |  | <input type="checkbox"/> Iron-Manganese Masses (F12) |
|  |   |  | <input type="checkbox"/> Other (Explain in Remarks)  |

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

### Restrictive Layer (if observed):

Type: \_\_\_\_\_ Depth (inches): \_\_\_\_\_

Hydric Soil Present?

Yes   
No

### Soil Remarks:

Small areas of depletions in fill material

# Hydrology

### Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Surface Water (A1)             | <input type="checkbox"/> Water-Stained Leaves (B9)                  |
| <input type="checkbox"/> High Water Table (A2)                     | <input type="checkbox"/> Aquatic Fauna (B13)                        |
| <input checked="" type="checkbox"/> Saturated in Upper 12" (A3)    | <input type="checkbox"/> True Aquatic Plants (B14)                  |
| <input type="checkbox"/> Water Marks (B1)                          | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 |
| <input type="checkbox"/> Sediment Deposits (B2)                    | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) |
| <input type="checkbox"/> Drift Deposits (B3)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)              |
| <input type="checkbox"/> Algal Mat or Crust (B4)                   | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) |
| <input type="checkbox"/> Iron Deposits (B5)                        | <input type="checkbox"/> Thin Muck Surface (C7)                     |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Gauge or Well Data (D9)                    |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)   | <input type="checkbox"/> Other (Explain in Remarks)                 |

Secondary Indicators (minimum of two required)

- |   |
|---|
| <input type="checkbox"/> Surface Soil Cracks (B6)                             |
| <input type="checkbox"/> Drainage Patterns (B10)                              |
| <input type="checkbox"/> Dry-Season Water Table (C2)                          |
| <input type="checkbox"/> Crayfish Burrows (C8)                                |
| <input checked="" type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input checked="" type="checkbox"/> Stunted or Stressed Plants (D1)           |
| <input checked="" type="checkbox"/> Geomorphic Position (D2)                  |
| <input type="checkbox"/> FAC-Neutral Test (D5)                                |

### Field Observations:

Surface Water Present? Yes  No  Depth (inches) 1 in  
 Water Table Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Saturation Present? Yes  No  Depth (inches): 0-5 in  
 (includes capillary fringe)

Wetland Hydrology Present?

Yes   
No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

### Hydrology Remarks:

Areas of ponding. Saturated soil appears to be perched on top of compacted fill material. Surface water in lower areas due to recent rainfall. Saturation on aerial imagery visible for some parts of the developing wetland area.

# Wetland Determination Data Form - Midwest Region

Project/Site: FoxEng-001      Wheelock Development Environmental Services      City/County: Ames, Story County      Date: 9/23/2019

Applicant/Owner: FOX Engineering Associates, Inc.      State: IA      Sample Point: Fox-02

Investigator(s): Impact7G Inc. Will Downey, Tyler Dursky      Section, Township, Range: Section 12, Township 83 N, Range 24 W

Landform (hillslope, terrace, etc.): Upper River Terrace      Local relief (concave, convex, none): convex

Slope (%) 0-1%      Latitude(dd): 42.009573      Longitude(dd): -93.588415      Datum NAD 1983 UTM Zone 15N

Soil Map Unit Name: Zook silty clay loam, 0 to 2 percent slopes

Are climatic / hydrologic conditions on the site typical for this time of year?    Yes     No  (If no, explain in Remarks.)

Are Vegetation  Soil  or Hydrology  significantly disturbed?      Are "Normal Circumstances" present?  No

Are Vegetation  Soil  or Hydrology  naturally problematic?      (If needed, explain any answers in Remarks.)

## Summary of Findings - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation present?       Is the Sampled Area **Wetland**       Wetland Type:

Hydric Soil present?       within a Wetland? **Non-Wetland**

Wetland Hydrology present?

Remarks:

Area does not collect water - convex land surface

## Vegetation

Tree Stratum:	Plot size: 30ft radius	Common Name	Absolute % Cover	Dominant Species?	Status
1.			0		
2.			0		
3.			0		
4.			0		
5.			0		
			0 = Total Cover		

Sapling/Shrub Stratum:	Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.			0		
2.			0		
3.			0		
4.			0		
5.			0		
			0 = Total Cover		

Herbaceous Stratum:	Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.		Echinochloa crus-galli	45	YES	FACW
2.		Glycine max	40	YES	UPL
3.		Panicum capillare	7	NO	FAC
4.		Portulaca oleracea	7	NO	FACU
5.		Cyperus esculentus	1	NO	FACW
6.		Setaria faberi	1	NO	FACU
7.			0		
8.			0		
9.			0		
10.			0		
			101 = Total Cover		

Vine Stratum:	Plot size: 30ft radius	Common Name	Absolute % Cover	Dominant Species?	Status
1.			0		
2.			0		
			0 = Total Cover		

Remarks: (Include photo numbers here or on a separate sheet)

Soybeans are stunted - likely due to moisture or soil compaction. Other nearby upland areas have healthy soybeans. Area to the north of the data point appears to have not been planted.

### Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, OR FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50% (A/B)

### Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species: <u>0</u>	x 1		<u>0</u>
FACW species: <u>46</u>	x 2		<u>92</u>
FAC species: <u>7</u>	x 3		<u>21</u>
FACU species: <u>8</u>	x 4		<u>32</u>
UPL species: <u>40</u>	x 5		<u>200</u>
Column Totals: <u>101</u> (A)			<u>345</u> (B)

Prevalence Index = B/A = 3.42

### Hydrophytic Vegetation Indicators:

- Dominance Test is >50%
- Prevalence Index is ≤3.0<sup>1</sup>
- Morphological Adaptations<sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation<sup>1</sup> (Explain)

<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present?    Yes     No

# Soils

Sample Point: **Fox-02**

**Profile Description:** (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks:
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-5	10YR 3/1						sil	
5-9	10YR 3/1						I	Some sand mixed in
9-14	10YR 3/2	20					I	
	10YR 5/5	80					sl	
14-15	10YR 5/4						I	Fill mix

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.      <sup>2</sup>Location: PL=Pore Lining, M=Matrix

### Hydric Soil Indicators:

- |  |   |
|--|---|
| <input type="checkbox"/> Histosol (A1)                     | <input type="checkbox"/> Sandy Gleyed Matrix (S4)   |
| <input type="checkbox"/> Histic Epipedon (A2)              | <input type="checkbox"/> Sandy Redox (S5)           |
| <input type="checkbox"/> Black Histic (A3)                 | <input type="checkbox"/> Stripped Matrix (S6)       |
| <input type="checkbox"/> Hydrogen Sulfide (A4)             | <input type="checkbox"/> Loamy Mucky Mineral (F1)   |
| <input type="checkbox"/> Stratified Layers (A5)            | <input type="checkbox"/> Loamy Gleyed Matrix (F2)   |
| <input type="checkbox"/> 2 cm Muck (A10)                   | <input type="checkbox"/> Depleted Matrix (F3)       |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Redox Dark Surface (F6)    |
| <input type="checkbox"/> Thick Dark Surface (A12)          | <input type="checkbox"/> Depleted Dark Surface (F7) |
| <input type="checkbox"/> Sandy Mucky Mineral (S1)          | <input type="checkbox"/> Redox Depressions (F8)     |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)      |   |

### Indicators for Problematic Hydric Soils<sup>3</sup>

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

### Restrictive Layer (if observed):

Type: 14 in Refused      Depth (inches):

### Hydric Soil Present?

Yes   
No

Soil Remarks:  
Fill Makeup

# Hydrology

### Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Surface Water (A1)                        | <input type="checkbox"/> Water-Stained Leaves (B9)                  |
| <input type="checkbox"/> High Water Table (A2)                     | <input type="checkbox"/> Aquatic Fauna (B13)                        |
| <input type="checkbox"/> Saturated in Upper 12" (A3)               | <input type="checkbox"/> True Aquatic Plants (B14)                  |
| <input type="checkbox"/> Water Marks (B1)                          | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 |
| <input type="checkbox"/> Sediment Deposits (B2)                    | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) |
| <input type="checkbox"/> Drift Deposits (B3)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)              |
| <input type="checkbox"/> Algal Mat or Crust (B4)                   | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) |
| <input type="checkbox"/> Iron Deposits (B5)                        | <input type="checkbox"/> Thin Muck Surface (C7)                     |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Gauge or Well Data (D9)                    |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)   | <input type="checkbox"/> Other (Explain in Remarks)                 |

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

### Field Observations:

Surface Water Present? Yes  No  Depth (inches):

Water Table Present? Yes  No  Depth (inches):

Saturation Present? Yes  No  Depth (inches):  
(includes capillary fringe)

### Wetland Hydrology Present?

Yes   
No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Hydrology Remarks:  
No indicators met.



# Wetland Determination Data Form - Midwest Region

Project/Site: FoxEng-001      Wheelock Development Environmental Services      City/County: Story      Date: 9/23/2019

Applicant/Owner: FOX Engineering Associates, Inc.      State: IA      Sample Point: Fox-03

Investigator(s): Impact7G Inc. Will Downey, Tyler Dursky      Section, Township, Range: Section 12, Township 83 N, Range 24 W

Landform (hillslope, terrace, etc.): Old Stream Meander      Local relief (concave, convex, none): concave

Slope (%) 0-2%      Latitude(dd): 42.01027      Longitude(dd): -93.592266      Datum NAD 1983 UTM Zone 15N

Soil Map Unit Name: Spillville-Coland complex, channeled, 0 to 2 percent slopes

Are climatic / hydrologic conditions on the site typical for this time of year?    Yes     No  (If no, explain in Remarks.)

Are Vegetation  Soil  or Hydrology  significantly disturbed?      Are "Normal Circumstances" present?  No

Are Vegetation  Soil  or Hydrology  naturally problematic?      (If needed, explain any answers in Remarks.)

## Summary of Findings - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation present?

Hydric Soil present?

Wetland Hydrology present?

Is the Sampled Area within a Wetland?      **Wetland**       **Non-Wetland**

Wetland Type:

Remarks:

Old stream meander with layers of sand deposition and small pebbles. Tress overhanging from upland area above channel.

## Vegetation

Tree Stratum:	Plot size: 30ft radius	Common Name	Absolute % Cover	Dominant Species?	Status
1.			0		
2.			0		
3.			0		
4.			0		
5.			0		

### Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, OR FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100% (A/B)

Sapling/Shrub Stratum:	Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.			0		
2.			0		
3.			0		
4.			0		
5.			0		

### Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species:	<u>5</u>	x 1	<u>5</u>
FACW species:	<u>110</u>	x 2	<u>220</u>
FAC species:	<u>5</u>	x 3	<u>15</u>
FACU species:	<u>0</u>	x 4	<u>0</u>
UPL species:	<u>0</u>	x 5	<u>0</u>
Column Totals:	<u>120</u> (A)		<u>240</u> (B)

Prevalence Index = B/A = 2.00

Herbaceous Stratum:	Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.		Phalaris arundinacea	80	YES	FACW
2.		Elymus virginicus	15	NO	FACW
3.		Urtica dioica	10	NO	FACW
4.		Laportea canadensis	5	NO	FACW
5.		Persicaria hydropiper	5	NO	OBL
6.		Calystegia sepium	2	NO	FAC
7.		Viola sororia	2	NO	FAC
8.		Eupatorium serotinum	1	NO	FAC
9.			0		
10.			0		

### Hydrophytic Vegetation Indicators:

- Dominance Test is >50%
- Prevalence Index is ≤3.0<sup>1</sup>
- Morphological Adaptations<sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation<sup>1</sup> (Explain)

<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Vine Stratum:	Plot size: 30ft radius	Common Name	Absolute % Cover	Dominant Species?	Status
1.			0		
2.			0		

Hydrophytic Vegetation Present?      Yes       No

Remarks: (Include photo numbers here or on a separate sheet)

# Soils

Sample Point: **Fox-03**

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks:
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-9	10YR 2/1						I	
9-15	10YR 5/4						sl	Soil appears to be well drained due to amount of sand in profil

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.      <sup>2</sup>Location: PL=Pore Lining, M=Matrix

## Hydric Soil Indicators:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Histosol (A1)                     | <input type="checkbox"/> Sandy Gleyed Matrix (S4)   | Indicators for Problematic Hydric Soils <sup>3</sup> |  |
| <input type="checkbox"/> Histic Epipedon (A2)              | <input type="checkbox"/> Sandy Redox (S5)           |  | <input type="checkbox"/> Coast Prairie Redox (A16)   |
| <input type="checkbox"/> Black Histic (A3)                 | <input type="checkbox"/> Stripped Matrix (S6)       |  | <input type="checkbox"/> Iron-Manganese Masses (F12) |
| <input type="checkbox"/> Hydrogen Sulfide (A4)             | <input type="checkbox"/> Loamy Mucky Mineral (F1)   |  | <input type="checkbox"/> Other (Explain in Remarks)  |
| <input type="checkbox"/> Stratified Layers (A5)            | <input type="checkbox"/> Loamy Gleyed Matrix (F2)   |  |  |
| <input type="checkbox"/> 2 cm Muck (A10)                   | <input type="checkbox"/> Depleted Matrix (F3)       |  |  |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Redox Dark Surface (F6)    |  |  |
| <input type="checkbox"/> Thick Dark Surface (A12)          | <input type="checkbox"/> Depleted Dark Surface (F7) |  |  |
| <input type="checkbox"/> Sandy Mucky Mineral (S1)          | <input type="checkbox"/> Redox Depressions (F8)     |  |  |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)      |   |  |  |

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

## Restrictive Layer (if observed):

Type: \_\_\_\_\_ Depth (inches): \_\_\_\_\_

Hydric Soil Present?

Yes

No

Soil Remarks:

# Hydrology

## Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Surface Water (A1)                        | <input type="checkbox"/> Water-Stained Leaves (B9)                  |
| <input type="checkbox"/> High Water Table (A2)                     | <input type="checkbox"/> Aquatic Fauna (B13)                        |
| <input type="checkbox"/> Saturated in Upper 12" (A3)               | <input type="checkbox"/> True Aquatic Plants (B14)                  |
| <input type="checkbox"/> Water Marks (B1)                          | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 |
| <input type="checkbox"/> Sediment Deposits (B2)                    | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) |
| <input type="checkbox"/> Drift Deposits (B3)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)              |
| <input type="checkbox"/> Algal Mat or Crust (B4)                   | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) |
| <input type="checkbox"/> Iron Deposits (B5)                        | <input type="checkbox"/> Thin Muck Surface (C7)                     |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Gauge or Well Data (D9)                    |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)   | <input type="checkbox"/> Other (Explain in Remarks)                 |

Secondary Indicators (minimum of two required)

- |  |
|--|
| <input type="checkbox"/> Surface Soil Cracks (B6)                  |
| <input type="checkbox"/> Drainage Patterns (B10)                   |
| <input type="checkbox"/> Dry-Season Water Table (C2)               |
| <input type="checkbox"/> Crayfish Burrows (C8)                     |
| <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) |
| <input type="checkbox"/> Stunted or Stressed Plants (D1)           |
| <input checked="" type="checkbox"/> Geomorphic Position (D2)       |
| <input checked="" type="checkbox"/> FAC-Neutral Test (D5)          |

## Field Observations:

Surface Water Present? Yes  No  Depth (inches): \_\_\_\_\_

Water Table Present? Yes  No  Depth (inches): \_\_\_\_\_

Saturation Present? Yes  No  Depth (inches): \_\_\_\_\_  
(includes capillary fringe)

Wetland Hydrology Present?

Yes

No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Hydrology Remarks:

Mapped as NWI wetland

# Wetland Determination Data Form - Midwest Region

Project/Site: FoxEng-001      Wheelock Development Environmental Services      City/County: Story      Date: 9/23/2019

Applicant/Owner: FOX Engineering Associates, Inc.      State: IA      Sample Point: Fox-04

Investigator(s): Impact7G Inc. Will Downey, Tyler Dursky      Section, Township, Range: Section 12, Township 83 N, Range 24 W

Landform (hillslope, terrace, etc.): Old Stream meander      Local relief (concave, convex, none): concave

Slope (%) 0%      Latitude(dd): 42.008548      Longitude(dd): -93.592666      Datum NAD 1983 UTM Zone 15N

Soil Map Unit Name: Spillville-Coland complex, channeled, 0 to 2 percent slopes

Are climatic / hydrologic conditions on the site typical for this time of year?    Yes     No  (If no, explain in Remarks.)

Are Vegetation  Soil  or Hydrology  significantly disturbed?      Are "Normal Circumstances" present?  No

Are Vegetation  Soil  or Hydrology  naturally problematic?      (If needed, explain any answers in Remarks.)

## Summary of Findings - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation present?

Hydric Soil present?

Wetland Hydrology present?

Is the Sampled Area within a Wetland?

Wetland

Non-Wetland

Wetland Type:  
wet prairie

Remarks:

Low area beside drainage culvert. Roadside ditch connects with wetland area. Upland area is dominated by kentucky blue grass.

## Vegetation

Tree Stratum:		Plot size: 30ft radius	Common Name	Absolute % Cover	Dominant Species?	Status
1.	Morus alba		White Mulberry	5	YES	FAC
2.	Populus deltoides		Eastern Cottonwood	5	YES	FAC
3.	Acer negundo		Ash-Leaf Maple	2	NO	FAC
4.				0		
5.				0		

### Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, OR FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100% (A/B)

Sapling/Shrub Stratum:		Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.	Acer saccharinum		Silver Maple	1	NO	FACW
2.				0		
3.				0		
4.				0		
5.				0		

### Prevalence Index worksheet:

	Total % Cover of:		Multiply by:	
OBL species:	<u>0</u>	x 1	<u>0</u>	
FACW species:	<u>99</u>	x 2	<u>198</u>	
FAC species:	<u>132</u>	x 3	<u>396</u>	
FACU species:	<u>5</u>	x 4	<u>20</u>	
UPL species:	<u>0</u>	x 5	<u>0</u>	
Column Totals:	<u>236</u> (A)		<u>614</u> (B)	

Prevalence Index = B/A = 2.60

Herbaceous Stratum:		Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.	Solidago gigantea		Late Goldenrod	95	YES	FACW
2.	Poa pratensis		Kentucky Blue Grass	60	YES	FAC
3.	Carex (sp.)		sedge	40	NO	FAC
4.	Viola sororia		Hooded Blue Violet	15	NO	FAC
5.	Ambrosia trifida		Great Ragweed	5	NO	FAC
6.	Symphotrichum pilosum		White Oldfield American-Ast	5	NO	FACU
7.				0		
8.				0		
9.				0		
10.				0		

### Hydrophytic Vegetation Indicators:

- Dominance Test is >50%
- Prevalence Index is ≤3.0<sup>1</sup>
- Morphological Adaptations<sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation<sup>1</sup> (Explain)

<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Vine Stratum:		Plot size: 30ft radius	Common Name	Absolute % Cover	Dominant Species?	Status
1.	Vitis riparia		River-Bank Grape	3	NO	FACW
2.				0		

Hydrophytic Vegetation Present?    Yes     No

Remarks: (Include photo numbers here or on a separate sheet)

# Soils

Sample Point: **Fox-04**

**Profile Description:** (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks:
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-4	10YR 2/1						I	
4-11	10YR 2/1		10YR 4/6	5	C	M	sil	refused on gravel

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.      <sup>2</sup>Location: PL=Pore Lining, M=Matrix

**Hydric Soil Indicators:**

- |  |   |
|--|---|
| <input type="checkbox"/> Histosol (A1)                     | <input type="checkbox"/> Sandy Gleyed Matrix (S4)           |
| <input type="checkbox"/> Histic Epipedon (A2)              | <input type="checkbox"/> Sandy Redox (S5)                   |
| <input type="checkbox"/> Black Histic (A3)                 | <input type="checkbox"/> Stripped Matrix (S6)               |
| <input type="checkbox"/> Hydrogen Sulfide (A4)             | <input type="checkbox"/> Loamy Mucky Mineral (F1)           |
| <input type="checkbox"/> Stratified Layers (A5)            | <input type="checkbox"/> Loamy Gleyed Matrix (F2)           |
| <input type="checkbox"/> 2 cm Muck (A10)                   | <input type="checkbox"/> Depleted Matrix (F3)               |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input checked="" type="checkbox"/> Redox Dark Surface (F6) |
| <input type="checkbox"/> Thick Dark Surface (A12)          | <input type="checkbox"/> Depleted Dark Surface (F7)         |
| <input type="checkbox"/> Sandy Mucky Mineral (S1)          | <input type="checkbox"/> Redox Depressions (F8)             |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)      |   |

Indicators for Problematic Hydric Soils<sup>3</sup>

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: gravel      Depth (inches): 11

Hydric Soil Present?

- Yes   
No

Soil Remarks:

# Hydrology

**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Surface Water (A1)                        | <input type="checkbox"/> Water-Stained Leaves (B9)                  |
| <input type="checkbox"/> High Water Table (A2)                     | <input type="checkbox"/> Aquatic Fauna (B13)                        |
| <input type="checkbox"/> Saturated in Upper 12" (A3)               | <input type="checkbox"/> True Aquatic Plants (B14)                  |
| <input type="checkbox"/> Water Marks (B1)                          | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 |
| <input type="checkbox"/> Sediment Deposits (B2)                    | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) |
| <input checked="" type="checkbox"/> Drift Deposits (B3)            | <input type="checkbox"/> Presence of Reduced Iron (C4)              |
| <input type="checkbox"/> Algal Mat or Crust (B4)                   | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) |
| <input type="checkbox"/> Iron Deposits (B5)                        | <input type="checkbox"/> Thin Muck Surface (C7)                     |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Gauge or Well Data (D9)                    |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)   | <input type="checkbox"/> Other (Explain in Remarks)                 |

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches):

Water Table Present? Yes  No  Depth (inches):

Saturation Present? Yes  No  Depth (inches): (includes capillary fringe)

Wetland Hydrology Present?

- Yes   
No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

**Hydrology Remarks:**

Corn stalks in basin, with no cornfield immediately adjacent to wetland area.

# Wetland Determination Data Form - Midwest Region

Project/Site: FoxEng-001      Wheelock Development Environmental Services      City/County: Story      Date: 9/23/2019

Applicant/Owner: FOX Engineering Associates, Inc.      State: IA      Sample Point: Fox-05

Investigator(s): Impact7G Inc. Will Downey, Tyler Dursky      Section, Township, Range: Section 12, Township 83 N, Range 24 W

Landform (hillslope, terrace, etc.): Old meander      Local relief (concave, convex, none): concave

Slope (%) 0%      Latitude(dd): 42.009975      Longitude(dd): -93.593206      Datum NAD 1983 UTM Zone 15N

Soil Map Unit Name: Spillville-Coland complex, channeled, 0 to 2 percent slopes

Are climatic / hydrologic conditions on the site typical for this time of year?    Yes     No  (If no, explain in Remarks.)

Are Vegetation  Soil  or Hydrology  significantly disturbed?      Are "Normal Circumstances" present?  No

Are Vegetation  Soil  or Hydrology  naturally problematic?      (If needed, explain any answers in Remarks.)

## Summary of Findings - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation present?

Hydric Soil present?

Wetland Hydrology present?

Is the Sampled Area  
within a Wetland?

Wetland

Non-Wetland

Wetland Type:

**Remarks:**

Boxelder, honey locust, mulberry overhanging old meander from upland area. Old stream channel that has been filled with concrete rubble and other fill material.

## Vegetation

Tree Stratum:		Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.		30ft radius		0		
2.				0		
3.				0		
4.				0		
5.				0		

**Dominance Test worksheet:**

Number of Dominant Species That Are OBL, FACW, OR FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100% (A/B)

Sapling/Shrub Stratum:		Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.				0		
2.				0		
3.				0		
4.				0		
5.				0		

**Prevalence Index worksheet:**

Total % Cover of:		Multiply by:	
OBL species:	<u>0</u>	x 1	<u>0</u>
FACW species:	<u>0</u>	x 2	<u>0</u>
FAC species:	<u>100</u>	x 3	<u>300</u>
FACU species:	<u>11</u>	x 4	<u>44</u>
UPL species:	<u>2</u>	x 5	<u>10</u>

Column Totals: 113 (A)      354 (B)

Prevalence Index = B/A = 3.13

Herbaceous Stratum:		Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.	Poa pratensis		Kentucky Blue Grass	100	YES	FAC
2.	Lolium perenne		Perennial Rye Grass	10	NO	FACU
3.	Verbascum thapsus		Great Mullein	2	NO	UPL
4.	Asclepias verticillata		Whorled Milkweed	1	NO	FACU
5.				0		
6.				0		
7.				0		
8.				0		
9.				0		
10.				0		

**Hydrophytic Vegetation Indicators:**

- Dominance Test is >50%
- Prevalence Index is ≤3.0<sup>1</sup>
- Morphological Adaptations<sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation<sup>1</sup> (Explain)

<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Vine Stratum:		Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.		30ft radius		0		
2.				0		

Hydrophytic Vegetation Present?    Yes     No

Remarks: (Include photo numbers here or on a separate sheet)

# Soils

Sample Point: **Fox-05**

**Profile Description:** (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks:
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-10	10YR 2/4						I	Refused on gravel and rubble

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.      <sup>2</sup>Location: PL=Pore Lining, M=Matrix

**Hydric Soil Indicators:**

- |  |   |
|--|---|
| <input type="checkbox"/> Histosol (A1)                     | <input type="checkbox"/> Sandy Gleyed Matrix (S4)   |
| <input type="checkbox"/> Histic Epipedon (A2)              | <input type="checkbox"/> Sandy Redox (S5)           |
| <input type="checkbox"/> Black Histic (A3)                 | <input type="checkbox"/> Stripped Matrix (S6)       |
| <input type="checkbox"/> Hydrogen Sulfide (A4)             | <input type="checkbox"/> Loamy Mucky Mineral (F1)   |
| <input type="checkbox"/> Stratified Layers (A5)            | <input type="checkbox"/> Loamy Gleyed Matrix (F2)   |
| <input type="checkbox"/> 2 cm Muck (A10)                   | <input type="checkbox"/> Depleted Matrix (F3)       |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Redox Dark Surface (F6)    |
| <input type="checkbox"/> Thick Dark Surface (A12)          | <input type="checkbox"/> Depleted Dark Surface (F7) |
| <input type="checkbox"/> Sandy Mucky Mineral (S1)          | <input type="checkbox"/> Redox Depressions (F8)     |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)      |   |

Indicators for Problematic Hydric Soils<sup>3</sup>

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_ Depth (inches): \_\_\_\_\_

Hydric Soil Present?

Yes   
No

Soil Remarks:

Pebbles and gravel beginning at 4 in to 8 in. Stream bed filled with rubble.

# Hydrology

**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Surface Water (A1)                        | <input type="checkbox"/> Water-Stained Leaves (B9)                  |
| <input type="checkbox"/> High Water Table (A2)                     | <input type="checkbox"/> Aquatic Fauna (B13)                        |
| <input type="checkbox"/> Saturated in Upper 12" (A3)               | <input type="checkbox"/> True Aquatic Plants (B14)                  |
| <input type="checkbox"/> Water Marks (B1)                          | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 |
| <input type="checkbox"/> Sediment Deposits (B2)                    | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) |
| <input type="checkbox"/> Drift Deposits (B3)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)              |
| <input type="checkbox"/> Algal Mat or Crust (B4)                   | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) |
| <input type="checkbox"/> Iron Deposits (B5)                        | <input type="checkbox"/> Thin Muck Surface (C7)                     |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Gauge or Well Data (D9)                    |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)   | <input type="checkbox"/> Other (Explain in Remarks)                 |

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Saturation Present? Yes  No  Depth (inches): \_\_\_\_\_  
 (includes capillary fringe)

Wetland Hydrology Present?

Yes   
No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Hydrology Remarks:

Cornstalk drift deposits on fenceline to the north of sample point, located above elevation of data point, likely due to flooding or extremely heavy rainfall.

# Wetland Determination Data Form - Midwest Region

Project/Site: FoxEng-001      Wheelock Development Environmental Services      City/County: Story      Date: 9/23/2019

Applicant/Owner: FOX Engineering Associates, Inc.      State: IA      Sample Point: Fox-06

Investigator(s): Impact7G Inc. Will Downey, Tyler Dursky      Section, Township, Range: Section 12, Township 83 N, Range 24 W

Landform (hillslope, terrace, etc.): Old Stream Meander      Local relief (concave, convex, none): Concave

Slope (%) 0%      Latitude(dd): 42.009391      Longitude(dd): -93.59282      Datum NAD 1983 UTM Zone 15N

Soil Map Unit Name: Spillville-Coland complex, channeled, 0 to 2 percent slopes

Are climatic / hydrologic conditions on the site typical for this time of year?    Yes     No  (If no, explain in Remarks.)

Are Vegetation  Soil  or Hydrology  significantly disturbed?      Are "Normal Circumstances" present?  No

Are Vegetation  Soil  or Hydrology  naturally problematic?      (If needed, explain any answers in Remarks.)

## Summary of Findings - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation present?

Hydric Soil present?

Wetland Hydrology present?

Is the Sampled Area within a Wetland?

Wetland   
Non-Wetland

Wetland Type:  
seasonally flooded basin

Remarks:

Old stream channel to the north has been filled with concrete rubble and other fill material. Wetland areas are low depressions within the concave channel.

## Vegetation

Tree Stratum:	Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.	30ft radius		0		
2.			0		
3.			0		
4.			0		
5.			0		

### Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, OR FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100% (A/B)

Sapling/Shrub Stratum:	Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.			0		
2.			0		
3.			0		
4.			0		
5.			0		

### Prevalence Index worksheet:

	Total % Cover of:	Column Totals:	Multiply by:	
OBL species:	<u>7</u>	<u>19</u> (A)	x 1	<u>7</u>
FACW species:	<u>0</u>		x 2	<u>0</u>
FAC species:	<u>12</u>		x 3	<u>36</u>
FACU species:	<u>0</u>		x 4	<u>0</u>
UPL species:	<u>0</u>		x 5	<u>0</u>
Column Totals:	<u>19</u>	<u>43</u> (B)		

Prevalence Index = B/A = 2.26

Herbaceous Stratum:	Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.		Persicaria hydropiper	7	YES	OBL
2.		Viola sororia	7	YES	FAC
3.		Carex (sp.)	5	YES	FAC
4.			0		
5.			0		
6.			0		
7.			0		
8.			0		
9.			0		
10.			0		

### Hydrophytic Vegetation Indicators:

- Dominance Test is >50%
- Prevalence Index is ≤3.0<sup>1</sup>
- Morphological Adaptations<sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation<sup>1</sup> (Explain)

<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Vine Stratum:	Plot size:	Common Name	Absolute % Cover	Dominant Species?	Status
1.	30ft radius		0		
2.			0		

Hydrophytic Vegetation Present?    Yes     No

Remarks: (Include photo numbers here or on a separate sheet)

Upland trees overhanging sample point. Including honey locust and mulberry.

# Soils

Sample Point: **Fox-06**

**Profile Description:** (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks:
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-5	10YR 2/1						sil	
5-25	10YR 2/1		10YR 4/6	3	C	M	sil	
25-27	10YR 3/1						ms	Refused at 27

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains.      <sup>2</sup>Location: PL=Pore Lining, M=Matrix

## Hydric Soil Indicators:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Histosol (A1)                     | <input type="checkbox"/> Sandy Gleyed Matrix (S4)           | Indicators for Problematic Hydric Soils <sup>3</sup> |
| <input type="checkbox"/> Histic Epipedon (A2)              | <input type="checkbox"/> Sandy Redox (S5)                   |  |
| <input type="checkbox"/> Black Histic (A3)                 | <input type="checkbox"/> Stripped Matrix (S6)               |  |
| <input type="checkbox"/> Hydrogen Sulfide (A4)             | <input type="checkbox"/> Loamy Mucky Mineral (F1)           |  |
| <input type="checkbox"/> Stratified Layers (A5)            | <input type="checkbox"/> Loamy Gleyed Matrix (F2)           |  |
| <input type="checkbox"/> 2 cm Muck (A10)                   | <input type="checkbox"/> Depleted Matrix (F3)               |  |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input checked="" type="checkbox"/> Redox Dark Surface (F6) |  |
| <input type="checkbox"/> Thick Dark Surface (A12)          | <input type="checkbox"/> Depleted Dark Surface (F7)         |  |
| <input type="checkbox"/> Sandy Mucky Mineral (S1)          | <input type="checkbox"/> Redox Depressions (F8)             |  |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)      |   |  |

- Coast Prairie Redox (A16)
- Iron-Manganese Masses (F12)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

## Restrictive Layer (if observed):

Type: \_\_\_\_\_ Depth (inches): \_\_\_\_\_

Hydric Soil Present?

Yes   
No

## Soil Remarks:

Upland areas within the old stream channel have sandy soils starting within 10-20 inches of soil surface - allowing for better drainage of soil.

# Hydrology

## Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Surface Water (A1)                        | <input type="checkbox"/> Water-Stained Leaves (B9)                  |
| <input type="checkbox"/> High Water Table (A2)                     | <input type="checkbox"/> Aquatic Fauna (B13)                        |
| <input type="checkbox"/> Saturated in Upper 12" (A3)               | <input type="checkbox"/> True Aquatic Plants (B14)                  |
| <input type="checkbox"/> Water Marks (B1)                          | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 |
| <input type="checkbox"/> Sediment Deposits (B2)                    | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) |
| <input type="checkbox"/> Drift Deposits (B3)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)              |
| <input type="checkbox"/> Algal Mat or Crust (B4)                   | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) |
| <input type="checkbox"/> Iron Deposits (B5)                        | <input type="checkbox"/> Thin Muck Surface (C7)                     |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Gauge or Well Data (D9)                    |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)   | <input type="checkbox"/> Other (Explain in Remarks)                 |

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

## Field Observations:

Surface Water Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Saturation Present? Yes  No  Depth (inches): \_\_\_\_\_  
 (includes capillary fringe)

Wetland Hydrology Present?

Yes   
No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

## Hydrology Remarks:

Mapped as NWI. Area was a meandering stream channel previously- no longer contains flowing water



## COUNCIL ACTION FORM

**SUBJECT: APPROVING A CONTRACT WITH UNITED PUBLIC SAFETY FOR  
PARKING ENFORCEMENT HARDWARE AND SOFTWARE**

### **BACKGROUND:**

For over seven years the Police Department's Parking Division has operated with six handheld electronic ticket writers. Those devices utilize software from Duncan Technology and interface with the City's financial systems through an independent program developed by IT staff. Duncan Technology officially discontinued support of the ticket writers on July 1, 2019. Because the ticket writers are no longer covered by contract, repairs have been on a time and materials basis. Recognizing that that support from Duncan Technology had become unreliable, the new generation of ticket writers would not operate on the existing software, and advancements in technology would provide new solutions to existing operational problems (like digital chalking, graduated fine structures, and interfaces with ParkMobile); staff determined that it was in our best interest to issue an RFP to completely replace the existing system with an up-to-date, fully functional, and integrated parking enforcement and information management system.

### **The Request For Propoosal (RFP) Process**

An RFP was issued in July of 2019. A review team consisting of 2 Parking Enforcement staff, 2 Police Administration staff, an IT representative, and a Purchasing representative reviewed all responses. The City received 10 responses from various vendors. Four were eliminated as unresponsive or unable to meet core requirements. Five of the remaining six were interviewed by the team including demonstrations of the equipment and software (the 6<sup>th</sup> was extremely high priced and eliminated for that reason). Following the interviews and testing, 2 finalists were identified, and references checked. As part of that process, Parking Enforcement staff members had an opportunity to work with test ticket writing devices and the supporting software from each vendor. **The team ultimately determined that the program and equipment offered by United Public Safety (the highest scoring response) should be our recommendation for purchase.**

The five finalists included the two largest companies in the business – T2 and Cardinal. It was clear that the responses from both of the companies were priced well above the budget originally established at approximately \$56,000. They were included to make sure that lower priced alternatives did not lack in some critical feature or functionality. The team concluded that they did not. All vendors in the interview group were able to provide a comprehensive and well-functioning system, and they also met the City's specific function requirements (like the ability to handle graduated fines and interface with Park Mobile). Each vendor had an easy to use web portal for both the Parking Enforcement staff and the

parking customer as well as provided live connectivity with a parking data base.

With those results, pricing became a major factor in the final determination. An additional consideration that was given special attention was system access and security. The City's current vendor, Glick2Gov, has experienced several incidents of data breach. The team reviewed the system security for each of the vendors.

The business plans and funding models offered by the responding companies varied so widely that the team was not able to directly compare pricing in the initial evaluation. A set of follow up questions was issued to all interviewed respondents asking for clarification on costs. Still, funding models were so diverse that comparisons were difficult. T2's and Cardinal's upfront costs would have exceeded \$100,000. The other three remained at or close to our budget. The team estimated the costs to the City for each proposal as follows:

Vendor	First year costs	5-year cost of ownership
United Public Safety*	\$3,888.00	\$19,440.00
Passport*	\$16,210.00	\$34,170.00
IParq	\$14,050.00	\$79,050.00
Cardinal	\$108,247.00	\$135,554.00
T2	\$112,320.00	\$205,796.00

**\*Additional convenience fee charged to violators who pay citations on-line and retained by vendor are not included in these expenses.**

These costs reflected above also do not include expenses for citation and envelope paper stock, or cell connectivity, which are similar across the vendors.

**The team ultimately determined that the program and equipment offered by United Public Safety (UPsafety) should be recommended for purchase.**

#### United Public Safety's Program

UPsafety's program is a cloud-based system that offers both the best ticket writers with their supporting software and back-end software that supports a wider range of functions. The ticket writer software met all of the requirements of the RFP. The back-end software supports citation tracking, appeals, complaints, towing records, citation payment, system generated delinquency letters, report writing, permit management, and other parking related functions. UPsafety's strong customer service focus, as demonstrated during their presentation and by their references, was an additional factor that led to the recommendation for their selection.

**UPsafety's offer is based on a service fee model that is different than how Parking has operated in the past. UPsafety proposes the system cost be primarily funded through a \$3.00 per citation convenience fee paid by violators when they pay a citation on-line through UPsafety's ticket payment portal.** UPsafety provided estimates based on our local ticket writing history of what they believe will be the revenue derived

from this pricing structure. Averaging their estimates to 20,000 citations paid on-line annually, UPsafety expects annual revenue of approximately \$60,000. **It is important to emphasize that citations that are paid by mail or in-person do not carry the \$3.00 fee or generate City expense.**

The City would also pay the credit card processing fee associated with the on-line payment. That would be 2.9% of the citation amount plus .25 cents per citation. For a \$20.00 citation that would be .83 cents per citation. **The City already pays a similar processing fee for citations paid on-line through Glick2Gov so this does not represent a new expense.**

On-line payments are made through UPsafety's managed web portal, not through Click2Gov. Because the core of UPsafety's business model relies on on-line citation payment, the resources dedicated to system security impressed the review team. **The on-line system is hosted through Microsoft Azure Government Cloud and meets multiple industry and government security standards including those of the Criminal Justice Information System (CJIS).**

This service fee model covers most of the City's cost for acquisition and maintenance of this system. Some of the items that are included in the funding model are:

- Licenses for both the ticket writer and the backend software.
- Maintenance of the software including enhancements and upgrades.
- Six ticket writers including a maintenance contract that replaces the ticket writers at approximately 3-year intervals.
- An overnight service program for the ticket writers that includes an additional ticket writer on standby and available for immediate delivery.
- Warranty on the hardware provided by UPsafety.
- System implementation including local configuration and customization.
- On-site training.
- Conversion of 5-years of Duncan Technology data to seed the new system with existing data.
- 24/7 support on-line and through UPsafety's call center.
- A parking permit management module with a customer-oriented web portal.

**The recommendation includes ticket writing hardware that is one-piece (the printer is directly attached to the ticket writer rather than a separate piece).** These one-piece ticket writers were offered as an alternative in the UPsafety response and require a lease agreement in addition to the service fee model. The lease covers all maintenance on the hardware and the hardware is still eligible for replacement on the 3-year cycle. This upgrade will result in an annual lease fee of \$3,888. Our current annual fee for maintenance on the Duncan ticket writers is \$3,833.

The new ticket writers maintain a live connection with the cloud database. This allows the officer in the field to access accurate, real-time records and so they will know when a graduated fine is appropriate, when a vehicle has been cited before, or when an area has been granted free parking for a period of time. It will also facilitate the enforcement of the

ParkMobile meters. That is currently accomplished by a separate cell phone that is carried by enforcement officers. The officer must check the on-line ParkMobile status of a meter before an overtime citation can be issued. It is cumbersome and inefficient. There are currently five cell phones dedicated to this function and the cell service fee is paid by Public Works. All six new ticket writers will be cell-enabled. The cell service fee is approximately \$40.00 per unit per month. Because the five cell phones will be decommissioned, those dollars can support the new ticket writers. The expense increase for cell service for the additional ticket writer will be approximately \$480.00 per year.

There will be costs for citation paper stock and envelopes, but those expenses are expected to be equivalent to existing costs. There may be some printing set-up costs if we chose to design a citation that is not a standard for UPSafety. Those set-up costs are one-time and not expected to be significant.

This system also includes an integrated on-line permit management module. The module will allow the City to manage the permit parking in all City lots. It will also allow citizens the option to purchase available permits on-line without having to come to City Hall. **Online permit sales will be subject to the convenience fee, however, in-person sales in City Hall will carry no additional cost beyond the basic permit.** For example, the permits issued to City employees for Lot M can be entered with no cost. Customers who choose to purchase permits on-line will pay the \$3.00 convenience fee. There is no additional cost for the permit module.

### Stakeholders Feedback

As the City Council has directed, the staff has relied on the leaders of the Campustown Action Association and Downtown Ames to share the information that we provided them about this proposed parking enforcement system with business and property owners in their perspective districts. Initially, a meeting was held with the leaders to explain the new system. Real-time access to parking records and ParkMobile as well as the on-line payment fee were presented and discussed. A request then was made to the district leaders to notify the merchants of this new system. Copies of the feedback received from Karin Chitty and Drew Kamp is attached for your consideration.

### **ALTERNATIVES:**

1. Approve the contract with United Public Safety for parking enforcement hardware and software.
2. Do not approve the contract with United Public Safety and approve one of the other proposals received by the City for new parking enforcement hardware and software.

### **CITY MANAGER'S RECOMMENDED ACTION:**

Parking enforcement is a critical function for the City. The vendor for the current equipment and software no longer provides support, requiring that system be replaced. The proposal

from UPSafety meets the needs of the Parking Division at a cost that is a best value to the City. The UPSafety system carries no major, upfront capital expense. The primary funding for the system costs comes through a \$3.00 per citation convenience fee paid by violators when citations are paid on-line through the UPSafety web portal. UPSafety retains the \$3.00 fee. **Violators can completely avoid the fee if they elect to pay for the citation in person at City Hall, by using the payment drop box at City Hall, or by U.S. mail.** This model allows customers to balance low cost with the convenience of paying on-line in a secure environment. It also limits cost increases to the Parking Fund. The City's on-going annual expenses to maintain the system are expected to be similar to current expenses.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the contract with United Public Safety.



campustown  
action  
association

Campustown Action Association  
119 Stanton Ave, Suite 602  
Ames, IA 50014

April 7, 2020

Honorable Mayor Haila and City Council Members,

I am writing to you today regarding the proposed change to the software used by the Parking Division. CAA representatives met with Parking Staff in early March. At that time, we were provided with the staff report, as well as additional information about the preferred choice of software vendor. We agreed to help gather some feedback.

Unfortunately, we have not received much response. This is likely due, at least in part, to the social distancing circumstances we find ourselves in. At the same time, it is not unusual to receive only a small sample back from business owners in the district. CAA used several methods of soliciting feedback; these include our electronic newsletter, emails and phone calls. Responses came mostly from CAA board members with a few business members responding as well. All correspondence received on this topic was positive, with several indicating they felt the changes were likely to go unnoticed by the public. We did not receive any feedback from non-members.

CAA is still comfortable supporting the implementation of the new software. The devices currently being used are outdated and a change is necessary. It is apparent care was given to select a product which will offer enhanced security, be compatible with Park Mobile, and provide additional online services. Those who choose to utilize the online payment system will pay for the convenience. Those who do not wish to use the online system, will continue to have the other options currently available. Should the decision be made to move forward, we would be happy to continue to disseminate this information to the public to help educate and ease the transition as needed. Please let me know if you have any questions.

As always thank you for your time,

Karin Chitty  
Executive Director

To: "Diane R Voss" <[DVoss@city.ames.ia.us](mailto:DVoss@city.ames.ia.us)>  
From: "drew kamp" <[drew@ameschamber.com](mailto:drew@ameschamber.com)>  
Date: 04/07/2020 12:54PM  
Cc: "Sheri Nelson" <[snelson@city.ames.ia.us](mailto:snelson@city.ames.ia.us)>, "Steve Schainker" <[sschainker@city.ames.ia.us](mailto:sschainker@city.ames.ia.us)>  
Subject: AMS Outreach Regarding Parking Service Recommendation Agenda Item

Steve and Diane, Sheri asked I let you know the outreach efforts Ames Main Street has taken to let AMS members know of the new parking service provider to be taken to Council a week from today.

With everyone working remotely, we have sent it out in 2-3 member wide emails, which go to over 1,000 email addresses.

Once the agenda is available, we will share the information once again with AMS members to ensure they are aware of the item, information contained in the Council Action Form, and the ultimate staff recommendation to Council.

It is important to note AMS staff has been informed of the proposed changes and the recommended options moving forward and we are supportive of moving forward in this manner.

Please let me know if you have any questions or if additional information is needed. Thanks and have a nice day.

Drew Kamp  
Vice President  
Ames Chamber of Commerce



## SOFTWARE LICENSE AND SERVICE AGREEMENT

The following terms, including the terms and conditions found in all Exhibits (the "Agreement"), represent the full understanding of United Public Safety, Inc. ("UPsafety") and the Party named below ("Client" and with UPsafety, the "Parties" and each individually a "Party"). In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

### I. General Terms

United Public Safety will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Client to operate a Citation Management Program ("CMP") which allows Client's parking enforcement officers to issue parking citations and allows Client to accept payment for parking citations and perform citation adjudication tasks.

Exhibits A - C listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the Exhibits will be resolved in their listed order, which include:

- Exhibit A: SaaS Terms and Conditions
- Exhibit B: Agreement to Purchase
- Exhibit C: Warranty Information

### II. Term and Termination

The Term and Conditions of the Agreement will remain in effect for a period of THREE (3) years from the date (the "Effective Date") on which UPsafety signs this Agreement. On the third anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions. If either the Client or UPsafety does not wish for any such renewal, it must notify the other party in writing of its intention not to renew no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date.

If handheld and training costs have been paid in full, either Party may terminate this Agreement for convenience with ninety (90) days' written notice, or terminate for cause with immediate effect in the event that it provides written notice to the other Party of a material breach and the breaching Party fails to cure the breach within fifteen (15) days after receiving written notice of the breach from the non-breaching Party. In the event this Agreement is terminated for convenience, the terminating



Party will be responsible for providing all services and/or paying all fees described herein that are incurred before the date of termination. In the event the Provider terminates this Agreement for cause UPsafety shall not be entitled to any further payment under this Agreement after the termination date set forth in the notice.

### **III. CityCite™ Platform Component Terms**

UPsafety will provide the service, or services as specified in Exhibit B: Agreement to Purchase in conformance with the following Terms:

#### **I. Physical Equipment**

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UPsafety will supply hardware to Client in the models and quantities set forth in the attached Agreement to Purchase, under the warranty terms attached in Exhibit C: Warranty Information.

All equipment provided by UPsafety under this Agreement will be standard new and unused equipment of the latest model available. Where any part or standard accessory of such equipment is not described, it shall be understood that all equipment and accessories that are provided standard with such equipment shall be furnished.

Client acknowledges that, if the equipment has not been purchased outright, that the equipment is the property of UPsafety, and Client agrees to exercise reasonable care of said equipment while in its possession.

Leased equipment that becomes lost or stolen will be the sole responsibility of the Client, and will be billed to the Client at the cost of:

N5Scan Z1 – Branded as CitePro™: \$2750.00

#### **II. Data Plans**

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UPsafety will provide a Data Plan for each device requiring one, allowing data usage for the handheld devices, for the pricing laid out in the Agreement to Purchase. UPsafety expressly disclaims all warranties as to the network's reliability, fitness for a particular purpose or uptime.

#### **III. Paper and Physical Consumables**

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Paper, Permits and other Physical Consumables will be provided in the configurations and quantities identified in the attached Agreement to Purchase. Additional paper can be purchased for the same terms.

If Client orders custom printer paper not quoted in the attached Agreement to Purchase, UPsafety will provide a separate Agreement to Purchase to Client detailing costs.

#### **IV. Public Citation Management Portal**

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UPsafety will provide an online payment portal and an interactive voice response (IVR) system through which patrons may view, pay and dispute outstanding parking citations, as well as view, purchase and apply for permits. Service levels and other terms of use for this portal are governed by Exhibit A: Terms and Conditions.

#### **V. Automated Notice Generation, Owner Lookups & Collections**

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Owner lookups will be handled directly by Client unless United Public Safety is requested to change this process.

If requested by Client, UPsafety will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of IA plates and Out-of-State plates (to the extent allowed by each State's DMV) to the last known registered owner(s). State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

If authorized by Client, citations which remain unpaid may be submitted to the IA Courts for escalation, and/or submitted to a collections agency to initiate a further collections process.

#### **VI. Custom Software Development**

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Upon the request of the Client and the receipt by UPsafety of a signed purchase order, UPsafety may perform custom software development to customize the CityCite™, CodeCite™ or ForCite™ platforms to meet the Client's needs. Work will be performed in accordance with an issued Statement of Work ("SOW"), and will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the project specific SOW.

#### **VII. Support & Issue Resolution**

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Through the life of the Contract, UPsafety will provide online, telephone and e-mail support to Client during the Term, providing live, direct UPsafety Product Support from 8:00 a.m. to 5:00 p.m. EST, Monday through Fridays. Additionally, Email and Voice Mail will be made available 24/7 and a reply will be generated by UPsafety initiating the Support call within 1 hour.

UPsafety Product Support will assist Clients in communications relating to, but not limited to:

- (1) Recommendations for optimal use of CMP
- (2) Problems with or questions pertaining to the operation of CMP
- (3) Problems with interfaces between CMP & other systems
- (4) Error messages from CMP
- (5) Printing issues related to Mobile Software
- (6) Questions about CMP customizable reporting tool

#### **VIII. Shipping Costs**

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Client will bear all shipping costs incurred by UPsafety for the shipment of Paper, Equipment, Permits and all other physical components required to operate the CMP.

## **IX. Out of Scope Services**

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Additional services requested by the Client that are not described in this Agreement must be submitted in writing by the Client. UPSafety will prepare a statement of work along with a detailed cost estimate to be approved in writing by the Client prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional equipment, installation of additional sessions, Client requested software modifications and/ or relocation of equipment.

## **X. Service Level Agreement for Cloud Services**

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UPSafety will provide the software with uptime of at least ninety-nine point nine percent (99.9%) calculated over a rolling six-month period ("uptime guarantee"). For any month during which system uptime drops below the uptime guarantee, UPSafety will provide a billing credit in an amount equal to: the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six-month period) and b) the uptime guarantee multiplied by the total fees payable to UPSafety for such month. For example, if during a given month the software uptime fell as low as ninety-five percent (95%) and during that month, the fees payable to UPSafety were one hundred dollars (\$100.00), UPSafety would issue a billing credit of four dollars and ninety cents (\$4.90). For the purposes of this agreement, uptime is defined as any period of time during which end users of the software can use the software to: (1) pay for parking citations and permits, and (2) issue and manage parking citations and permits.

## **IV. Merchant Processing Framework**

In performing UPSafety's obligations in connection with the maintenance of the Public Citation Management Portal ("PCMP"), UPSafety will serve as the merchant of record for all PCMP transactions and will supply a payment gateway for all such transactions.

Except for chargeback fees from UPSafety's merchant bank, UPSafety will be responsible for all merchant processing costs associated with citation payments made online through the payment portal provided by UPSafety, including, without limitation, settlement fees, payment gateway fees, and interchange reimbursement fees. Chargeback fees from UPSafety's merchant bank will be passed through directly to Client with no markup.

UPSafety will remit all fees and fines to Client, less UPSafety's per transaction fees, refunded fees, merchant processing fees as applicable based on the pricing set forth in Exhibit B: Agreement to Purchase.

## **V. Fees**

Client agrees to the fee schedule outlined within the attached Agreement to Purchase. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

Fees may only increase within the term due to an evidenced increase in UPSafety's direct costs in providing the specified equipment and services. Increases in scope must be evidenced by a signed acknowledgement, incorporated as an amendment to this document herein.

## **VI. Payment**

Payment for Software Licensing, Data Plans and CiteGuardPlus™ Warranties are invoiced one (1) year in advance. Payment for purchased Hardware and CiteGuard™ warranties are due prior to installation. If handheld and other upfront costs have been amortized over a three-year term, the lump sum payment outlined in the attached Agreement to Purchase will be invoiced one year in advance.

Payments for any Owner Lookups, Data Entry, Automated Notices and Call Center Support, as applicable, are invoiced monthly on an as-used basis conformant to the Agreement to Purchase or other Appendices.

UPsafety shall keep accurate records of all services performed under this agreement and shall submit such information to the Client with each invoice. Any payment for goods or services provided under this agreement shall be made to UPsafety not more than thirty (30) days after receipt of an invoice and acceptance of the goods or services by the Client.

## **VII. Signatures**

This Software License and Service Agreement ("Agreement") is entered into, as of the Effective Date, between United Public Safety, Inc. and the Client named below. This Agreement includes and incorporates the terms and conditions found in this document and the Standard Terms and Conditions found in Exhibit A, and the terms and conditions found in Exhibits B through C, which are attached hereto and incorporated herein by reference. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**SIGNATURE PAGE TO FOLLOW**

Agreed and accepted:

**United Public Safety, Inc.**

**City of Ames, IA**

\_\_\_\_\_

By

\_\_\_\_\_

By

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Title

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Title

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Date

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Date

## **Exhibit A: Terms and Conditions**

# SaaS Terms and Conditions

These United Public Safety Terms and Conditions are related to and deemed incorporated into the CONTRACT aforementioned between United Public Safety, Inc., a Pennsylvania corporation having a principal place of business in 321 Morris Road, Fort Washington, Pennsylvania ("UPsafety"), and the Client (the "Client"). Client's execution of a CONTRACT referencing these Terms and Conditions shall be deemed Client's agreement to these Terms and Conditions. In the event of any conflict between the terms of the CONTRACT and these Terms and Conditions, the CONTRACT shall control with respect to such conflicting terms.

## 1. Definitions

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below. Additional terms are defined in the preamble above and throughout these Terms and Conditions.

- 1.1. "Client Content" means any data, databases, information, trademarks, service marks, logos, files, images, text, files, records or other content that may be provided by or on behalf of Client or its authorized users for use in conjunction with the Software or Services.
- 1.2. "SaaS Term" means the period during which the Services and access to the Software will be provided by UPsafety to Client, including the Initial Term and any Renewal Terms of Contract.
- 1.3. "Services" means the hosting, maintenance, support and other services provided by UPsafety pursuant to these Terms and Conditions.
- 1.4. "Software" means the software specified in the CONTRACT, with "Management Platform" referring to the internet accessible management portal, and "Mobile" referring to the Android based data collection software.
- 1.5. "UPsafety Content" means any information, documentation or other materials provided to Client by UPsafety relating to the Software, including, without limitation, the User Documentation.
- 1.6. "User Documentation" means the UPsafety user documentation relating to the Software.
- 1.7. "CONTRACT" means the agreement accepting the costs and terms of the products and services sold to Client by UPsafety.
- 1.8. "Web Sites" means the web sites of UPsafety, including the web sites that provide access to the Software.

## 2. Web-Based License

UPsafety grants to Client, and Client accepts, a nontransferable, nonexclusive license and right to access the Management Software via the Internet, and to the Mobile Software through Android devices on which UPsafety has installed their software at the client's behest. Client agrees to the use of this Software and the User Documentation only as authorized in these Terms and Conditions, for its own internal purpose and operations, during the SaaS Term. Client acknowledges that its access to and use of the back end management Software will be web-based only. This Software will not be provided to Client in CD-ROM or DVD form (or any other form of media) and will not be installed on any servers or other computer equipment owned or otherwise controlled by Client. Instead, the Management Software will be hosted by UPsafety (as described in Section 3) and accessed and used by Client through the use of the Internet and Client's computers, while Mobile Software will be installed on Client Android devices exclusively by UPsafety.

### **3. Accessibility**

UPsafety will provide Client access to the latest supported version of the Management Platform Software via the Internet, from the Microsoft Azure hosting facility leased by UPsafety on a 24x7 basis, except for scheduled and emergency maintenance as set forth in Section 9, Mobile Software, which may be installed on Client's android devices, will also be accessible 24x7, but may lack connectivity to the Management Platform during maintenance periods, or in the absence of wireless connectivity.

### **4. Limitations**

The maximum number of Client's employees, Contractors, volunteers, and other agents that are simultaneously accessing or using the Software at any given time shall not exceed the number of users specified in the CONTRACT. Client's use of the Software may not exceed the scope of the use provisions above without the express written agreement of UPsafety.

### **5. Permitted Users**

Consistent with and subject to UPsafety's database permissions and limitations, users shall be permitted access to the UPsafety CityCite® products for the following uses (but only such uses) as described below:  
By users as permitted and authorized by Client within the terms and features of the CONTRACT:

- (i) Issuance & Management of Citations, Tickets & Permits
- (ii) Customization & Management of Settings, Rules, Reporting and User Permissions
- (iii) Customization & Management of Public Citation Management Portal

The permitted uses described herein shall only be permitted during the Saas Term. Client agrees that upon expiration or termination of the Saas Term, all rights granted to Client shall immediately terminate and revert to UPsafety, and Client shall destroy the UPsafety Content and any and all copies thereof, in any form, and shall erase from all computer, electronic, or other storage device or otherwise destroy all images and copies of the UPsafety Content, and shall provide certification as to the same.

### **6. Hyperlinks**

UPsafety's web sites may contain hyperlinks to other web sites which are not maintained by, or related to, UPsafety. Hyperlinks to such web sites are provided as a service to users and are not sponsored by or affiliated with the Web Site(s) or UPsafety. UPsafety does not continuously monitor or review any or all of such web sites and is not responsible for the content of those web sites. Hyperlinks are to be accessed at the user's own risk, and UPsafety makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the web sites hyperlinked to the Web Sites. UPsafety provides hyperlinks as a convenience, and the inclusion of any hyperlinks to a third-party web site does not necessarily imply endorsement by UPsafety of that web site or any association with its operators. UPsafety has no liability for any damage or loss that Client or its users may suffer as a result of the use of any third-party web sites.

### **7. Additional Storage Fees**

UPsafety shall provide a default maximum storage space of 250 GB, which includes the backup and retention thereof, to the Client within the hosted environment. Any additional data usage beyond the initial 250 GB will be billed in accordance with the real increased cost levied by Microsoft, as specified in the CONTRACT.



## 8. Maintenance Window

UPsafety and/or its hosting or telecommunications vendor(s) may perform system maintenance within the following "Maintenance Windows" during which time access to the Software, Services and Client Data may be temporarily unavailable:

- (i) "Security Maintenance/Upgrade Window" – Nightly between 12 a.m. and 6 a.m. U.S. Eastern Time for application of periodically distributed security/software updates as provided by operating system, network, and firewall vendors, or UPsafety.
- (ii) "Emergency Maintenance Window" – In the event there is an unforeseen issue that causes the Software or the Services to be unavailable or the performance of the Software or the Services to be materially inhibited, in which case the Software or Services may be temporarily unavailable while UPsafety and its vendors work to resolve the issue.

Client understands and agrees that there may be instances when UPsafety needs to interrupt access to the Software without notice in order to protect the integrity of the Software or Services due to security issues, virus attacks, spam issues or other unforeseen circumstances.

## 9. Availability

9.1 Commitment Level. UPsafety will provide "availability" to the Software during the SaaS Term, calculated and defined within CONTRACT. Any Maintenance Window shall not be included as downtime for purposes of determining availability.

9.2 System Monitoring. UPsafety will monitor performance indicators on the systems and network infrastructure (its own and that of third party suppliers) in order to gauge the overall performance of its hosting services, and will take reasonable steps to address systems and network infrastructure as required to maintain application performance. UPsafety will use an internal system to measure whether the Software is available, and Client agrees that this system will be the sole basis for resolution of any dispute that may arise between Client and UPsafety regarding these Terms and Conditions. UPsafety will not systematically monitor Client Content, but UPsafety reserves the right to review Client Content from time to time in its discretion. UPsafety reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by UPsafety. UPsafety also reserves the right to monitor, restrict, and terminate Client's ability to build, run and obtain reports and batch jobs/processes through the use of the Software or Services if Client is using excessive computing resources which are impacting the performance of the Software and Services for other subscribers. UPsafety agrees to notify Client in cases where it restricts or terminates such reports or jobs/processes and use good faith efforts to determine an appropriate alternative or work-around solution.

## 10. Upgrades

UPsafety will install upgrades/releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available, at no charge during the SaaS Term.

## 11. Client Responsibilities

Client will retain responsibility for administering security within the UPsafety applications (e.g., the granting of rights to a user for a specific form in the application), including maintaining the secrecy of all usernames and passwords. Client shall be responsible for all actions taken using the usernames and passwords provided to Client. Client is responsible for maintaining its user desktops and other devices and providing users network

and internet access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide secure connectivity to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. UPSafety shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Software via the Internet. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software hosted by UPSafety. Client shall provide accurate input information in the manner reasonably prescribed by UPSafety in connection with the Software and Services provided under these Terms and Conditions. Client shall advise UPSafety of any changes to Client's operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall configure necessary user accounts via the administrator account provided by UPSafety. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses.

## **12. Intellectual Property Rights**

Client agrees that the Software, User Documentation and Services are proprietary products and services and that all right, title and interest in and to the Software, User Documentation and Services, including all associated intellectual property and other proprietary rights, are and shall at all times remain with UPSafety and its third party licensors. The Software contains trade secret and proprietary information owned by UPSafety or its third party licensors and is protected by United States copyright laws and international trade provisions and other applicable law. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software or the User Documentation, electronically or otherwise, for any purpose. Client hereby grants to UPSafety a nonexclusive right to use all Client Content for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions. Client represents and warrants that the Client Content does not infringe or violate the intellectual property, proprietary or personal rights of any third party and Client has the right to grant UPSafety the right to use the Client Content as set forth herein. The Parties understand and agree that the Client is subject to Iowa's Open Records laws and thus may disclose records in its possession as required by applicable law, subpoena or court order.

## **13. Other Restrictions**

Use of the Software and Services is restricted to use by the specific licensing entity only, and only for Client's internal business purposes. Client may not use the Software or Services for the benefit of any third parties or provide service bureau or other access or use of the Software or Services to third parties. Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity) or the User Documentation, or any portions thereof, to any third party, and any attempt to do so is null and void and shall be deemed a material breach of these Terms and Conditions. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Client shall not use the Software for any commercial purpose beyond the functionality for which the Software is intended. Client hereby agrees, represents and warrants to UPSafety that Client will not access or use the Software or the Web Sites for any purpose that is unlawful or prohibited by these Terms and Conditions. Client will not use the Software, Services or UPSafety ToCite, CityCite, CodeCite and ForCite Cloud product to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; (iv) constitute unauthorized entry to any machine accessible via the network; (v) create or build any derivative works from any information, content, software, products or services obtained from or otherwise connected to UPSafety's Software or Web Sites, including appending such information or content to Client's internal database for distribution to multiple nonprofits as a donor database product or service; or (vi) distribute, transfer or resell the results of Client's use of the Software, Services or Web Sites. Client shall not knowingly and intentionally interfere with or disrupt network users, services or equipment with the intent to cause an excessive or disproportionate load on UPSafety's or its suppliers' infrastructure by means of (but not limited to) distribution of unsolicited bulk emails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines.

Client further agrees to cooperate with UPSafety in causing any unauthorized use (including but not limited to co-branding, framing or hyper-linking) to immediately cease.

#### **14. Location, Audio, Image, and Video Services**

Client acknowledges and consents to the automated and manual creation and/or collection of Location-Based, Audio, Image, and/or Video Services information in the Software and/or Device through interaction between the Devices where the Software is installed, UPSafety's servers, and third party applications and systems. UPSafety will use commercially reasonable efforts to ensure the accuracy of Location-Based, Audio, Image, and/or Video Services; however, UPSafety assumes no liability or responsibility in the event of inaccuracies in such information. While UPSafety uses commercially reasonable efforts to safeguard such information, UPSafety assumes no liability or responsibility for losses resulting from illegal or fraudulent access to Location-Based, Audio, Image, and/or Video Services related information. UPSafety also reserves the right to make such information available to auditors, police and other governmental agencies as permitted or required by law.

#### **15. Software Modifications**

Client shall not make any modifications to the Software. Any modifications that Client makes to the Software will void any warranty obligations contained in these Terms and Conditions.

#### **16. Limitation of Liability**

UPSAFETY'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT, CONTRACT OR OTHER FORM OF LIABILITY, SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT DURING THE TWO-YEAR PERIOD PRECEDING NOTICE TO UPSAFETY OF CLIENT'S LOSS. IN NO EVENT SHALL UPSAFETY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OPPORTUNITIES OR CONTRIBUTIONS, LOSS OF USE, GOODWILL, BUSINESS INTERRUPTION, COST OF COVER, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS, HOWEVER ARISING, EVEN IF UPSAFETY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UPSAFETY SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN SOFTWARE ACCESS DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### **17. Independent Contractor**

UPSAFETY IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OR EMPLOYEE OF CLIENT. NO AGENCY, PARTNERSHIP, FRANCHISE, JOINT VENTURE, OR EMPLOYMENT RELATIONSHIP EXISTS BETWEEN UPSAFETY AND CLIENT. UPSAFETY'S EMPLOYEES AND AGENTS WILL NOT BE EMPLOYEES OR AGENTS OF CLIENT. UPSAFETY SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE SUPERVISION, CONTROL, PERFORMANCE, COMPENSATION, BENEFITS (INCLUDING, WITHOUT LIMITATION, ALL FORMS OF INSURANCE) WITHHOLDINGS, HEALTH AND SAFETY OF ALL OF ITS EMPLOYEES AND AGENTS. CLIENT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY WITHHOLDING TAXES OR CONTRIBUTIONS TO STATE WORKER'S COMPENSATION, UNEMPLOYMENT OR OTHER FUNDS OR PROGRAMS.

## 18. Notices

All notices, consents and communications required hereunder shall be given in writing and delivered by electronic mail or mail, shall be deemed to have been given: (i) the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt (Saturdays, Sundays and legal holidays excluded), (ii) five (5) business days after deposit in the mail when sent by regular U.S. mail, or (iii) if sent by electronic mail, when the recipient acknowledges having received the electronic mail. 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 party.

United Public Safety, Inc.  
321 Morris Road  
Fort Washington, PA, 19034

EMAIL: [djyoung@upsafety.net](mailto:djyoung@upsafety.net)

## 19. Compliance with Applicable Law

ALL WORK PERFORMED BY UPSAFETY SHALL BE IN CONFORMANCE WITH PERTINENT OSHA, LOCAL, STATE AND FEDERAL GOVERNMENT LAWS, RULES AND REGULATIONS. UPSAFETY FURTHER COVENANTS AND AGREES THAT ALL WORK PERFORMED AND FURNISHED HEREUNDER SHALL BE IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS.

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply in other jurisdictions. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of the services shall be brought exclusively in the appropriate state and federal courts in and for Story County, Iowa.

## 20. Warranties

**Mutual Warranties.** Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with all applicable laws and regulations pertaining to these Terms and Conditions.

**UPsafety Limited Warranty.** UPsafety warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the CONTRACT.

**Exclusive Remedies.** Beyond provisions for liquidated damages in the CONTRACT, if, during the Warranty Period the Software fails to comply with the Software Warranty set forth above, UPsafety's entire liability and Client's exclusive remedy beyond these damages will be either to a) repair or replacement of the Software, or b) if in UPsafety's opinion such repair or replacement is not possible, termination of the SaaS Term and a refund of the Subscription Fees paid for the Software. This limited warranty is void if failure of the Software has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the User Documentation or UPsafety training. UPsafety's entire liability and Client's exclusive remedy for any breach of warranty with respect to the Services as described above shall be UPsafety re-performing the Services performed.

**Disclaimers.** Any written or oral information or representations provided by UPsafety agents, employees, resellers, consultants or service clients with respect to the use or operation of the Software will in no way increase the scope of UPsafety's warranty. UPsafety and its suppliers exercise no control whatsoever over the content of the information passing through their systems. Client and users must exercise their own due

diligence before distributing and/or relying on information available on the Internet, and must determine that they have all necessary rights to copy, publish, or otherwise distribute such information under copyright and other applicable laws. Neither UPSafety nor its suppliers will be liable for any consequences of providing services, including those suffered as a result of delivering or accessing information or content, such as accessing information with offensive, inaccurate or inappropriate content, the possibility of Contracting computer viruses, or unauthorized access to or alteration, theft, or destruction of any data, files, programs, procedures, or information through accident, fraudulent means or devices, or any other method. UPSAFETY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY CLIENT IN USING THE SOFTWARE OR THE SERVICES, OR THAT THE SOFTWARE OR THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE AND IN THE CONTRACT, UPSAFETY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW. FURTHER, UPSAFETY EXPRESSLY EXCLUDES ANY WARRANTY OF NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

## 21. Confidential Information

**Definition.** The term "Confidential Information" shall mean: (i) any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including, without limitation, the pricing, of the Software and Services and any proposals or other documents that preceded these Terms and Conditions. Confidential Information shall include, but not be limited to, personal information (individual name, address, contact information, and individual payment amounts), organization and credit card information, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning any of Owner's past, current, or possible future programs, and confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information shall include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

**Treatment of Confidential Information.** Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be used by Recipient other than in connection with its performance under these Terms and Conditions or disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Client shall protect the deliverables resulting from Services with the same degree of care. These Terms and Conditions impose no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of these Terms and Conditions; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure. UPSafety does not guarantee that Confidential Information provided to it in order for UPSafety to perform its support or professional services will be stored indefinitely and UPSafety reserves the right to purge such information from its database after one (1) year. The preceding statement does not affect information stored in the Software.

**Client Database.** On the Commencement Date, UPSafety will notify Client's Primary Contact prior to accessing the Client's database file for the purpose of providing trouble-shooting, problem resolution, support, and professional services and will proceed once confirmation is received from the Client via email or phone

communications. Client authorizes UPSafety to edit data without notification for all work performed prior to the commencement of the Initial Term as part of the implementation project.

**Rights and Duties.** The Recipient shall not obtain, by virtue of these Terms and Conditions, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of the SaaS Term, each party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs.

**Survival.** The terms of this Section shall survive termination of the SaaS Term. If the parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with entering into the CONTRACT (and thereby, these Terms and Conditions), those separate confidentiality terms shall remain in full force to the extent they do not conflict with these Terms and Conditions.

## 22. Indemnity

**By UPSafety.** UPSafety shall indemnify and defend Client against any third party claims that the Software or other Work Product (defined below) made available to Client by UPSafety infringe any United States, Canadian or Mexican patent or copyright during the SaaS Term, provided that UPSafety is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim relating to infringing Software or other Work Product, UPSafety shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Software or other Work Product; (ii) replace or modify the Software or other Work Product so that it becomes non-infringing while giving substantially equivalent functionality; or (iii) if UPSafety determines the remedies in (i) or (ii) are not commercially reasonable, as its sole obligation, terminate the SaaS Term. UPSafety shall have no liability to indemnify and defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Client; (ii) the alleged infringement is the result of a modification made by anyone other than UPSafety; or (iii) Client uses the Software or other Work Product other than in accordance with these Terms and Conditions or any documentation delivered by UPSafety. This Section states UPSafety's entire liability and Client's sole and exclusive remedy for claims relating to infringement.

**By Client.** Client shall indemnify and defend UPSafety against any claims (i) resulting from Client's and its users' use of the Software, Work Product or Services; (ii) that any Client Content (including without limitation content provided by Client for inclusion on a donation site) infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, intellectual property, trade secrets or licenses; or (iii) arising from or relating to Client's or its users' failure to comply with these Terms and Conditions.

**Survival.** The terms of this Section shall survive termination of the SaaS Term.

## 23. Right to Work Product

Any invention, discovery, creation, expression or other result of UPSafety's Services, such as findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively "Work Product"), created by UPSafety in the course of performing the Services hereunder are the property of UPSafety and are licensed to Client, without further license fees, pursuant to the license in these Terms and Conditions, provided, however, Work Product does not include, and Client shall retain title to (i) Confidential Information of Client, and (ii) all Client Content. Client shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product.

## **24. Force Majeure**

Except for Client's obligation to pay UPSafety, neither party shall be liable for any failure to perform its obligations under these Terms and Conditions if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, epidemic or quarantine restrictions, earthquakes, riots or civil commotion, strikes, war, and restraints of government, freight or other embargoes, weather conditions or any failures by UPSafety's subcontractors or suppliers.

## **25. Assignment**

Neither these Terms and Conditions nor the CONTRACT shall be assigned by Client without the prior written consent of UPSafety. Any attempted assignment in violation of this provision shall be null and void. Subject to the foregoing, these Terms and Conditions are binding upon, inure to the benefit of, and are enforceable by the parties hereto and their respective successors and assigns.

## **26. Miscellaneous**

Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of these Terms and Conditions are held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. The failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach of these Terms and Conditions will not be deemed a waiver by that party as to the subsequent enforcement of rights or subsequent actions in the event of future breaches. These Terms and Conditions and the CONTRACT together set forth the entire agreement between the parties with respect to the subject matter hereof and all other agreements, representations, communications and understandings, both oral and written, are superseded hereby.

Staff Report

**FUTURE WORKSHOPS**

April 14, 2020

**BACKGROUND:**

On March 24, 2020, the City Council directed the staff to present a plan for scheduling workshops/regular Council meetings related to the development of the Ames 2040 Comprehensive Plan. Listed below is the schedule for the proposed Ames 2040 Plan along with other topics that have been discussed by the Council as appropriate for a workshop.

**PROPOSED SCHEDULE:**

April 14, 2020 - Regular City Council meeting to review the proposed meeting schedule

April 21, 2020 – Workshop to review and discuss draft land use map. (Materials will be distributed to the Council on Friday, April 17, 2020.)

April 28, 2020 – Regular City Council meeting to direct staff to proceed with the land use map.

May 19, 2020 – Workshop to review draft principles for the following topics: Culture, Community Character, Health, and Equity. (Materials will be distributed to the Council on May 8, 2020.)

June 16, 2020 – Workshop to review draft principles for the following topics; Environment, Parks, and other outstanding issues. (Materials will be distributed to the Council on June 5, 2020)

July 21, 2020 – Workshop to obtain input from the surrounding residents regarding the proposed multi-family housing on the south side of 321 State Avenue site.

July 28, 2020 – Regular City Council Meeting to finalize draft of Ames Plan 2040 that will be presented to the public for feedback.

August 18, 2020 – Workshop (To Be Determined)

September 15, 2020 – Workshop regarding Arts In Ames

October 20, 2020 – Workshop to receive in-person comments and review the public feedback received regarding the draft plan over the past two months.

October 27, 2020 – Regular City Council meeting to provide direction to RDG regarding any proposed modifications in response to the public feedback.

November 17, 2020 – Workshop (To Be Determined)

December 15, 2020 – Special City Council to hold public hearing on final draft of the plan and adoption of the new Comprehensive Plan.



**COUNCIL ACTION FORM**

**SUBJECT: REPORT OF BID AND AWARD OF CONTRACT FOR 2020 PAVEMENT IMPROVEMENTS MIDDLE SCHOOL TURNAROUND PROJECT**

**BACKGROUND:**

The CyRide 2020 Pavement Improvements Middle School Turnaround Project involves the reconstruction of the bus turnaround located at the Ames Middle School. In addition to replacing deteriorated pavement, plans call for the replacement of sidewalks along with retaining wall improvements. Detectable warning surfaces in the crosswalks along Mortensen Rd. will also be upgraded. The project is listed in the 2020-2025 CIP.

Four bids for the project were received from area companies:

<b>Bidder</b>	<b>Amount</b>
<i>Engineer's Estimate</i>	\$132,211
Jensen Builders, LTD	\$139,700
Manatt's, Inc.	\$147,000
Woodruff Construction, LLC	\$163,737
Concrete Professionals	\$220,365

Jensen Builders, LTD of Des Moines, IA submitted the low bid of \$139,700. CyRide has \$150,000 budgeted for construction and contingency.

In discussions with the A&E consultant after the bid opening, it was recommended that the bid be accepted based on the current bid climate. The Ames Transit Agency Board of Trustees approved award of the contract to Jensen Builders, Ltd. on April 8, 2020.

**ALTERNATIVES:**

1. Approve the final plans and specifications for the 2020 Pavement Improvements Middle School Turnaround Project. Award the construction contract for the project to Jensen Builders, Ltd. of Des Moines, IA for the bid amount of \$139,700.
2. Reject Alternative #1 and direct staff to modify the project to reflect City Council priorities.

**CITY MANAGER'S RECOMMENDED ACTION:**

The low bid is a reasonable cost to proceed with this project, which is a much needed pavement improvement.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving final plans and specifications for construction of the 2020 Pavement Improvement Middle School Turnaround Project and awarding the construction contract in the amount of \$139,700 to Jensen Builders, Ltd. of Des Moines, IA.